



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

January 23, 2025  
6:00 PM  
15516 SW Osceola St Suite C, Indiantown, Florida 34956  
Indiantown, FL 34956

**VILLAGE COUNCIL**  
CARMINE DIPAOLO, MAYOR  
ANGELINA PEREZ, VICE MAYOR  
PHYLLIS WATERS BROWN  
VERNESTINE WILLIAMS-PALMER  
KAREN ONSAGER

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

**Civility:** Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

**Special Needs:** If anyone attending this meeting requires a reasonable accommodation, please contact LaRhonda McBride, Village Clerk, by telephone at (772) 597-9900 or by email at [lmcbride@indiantownfl.gov](mailto:lmcbride@indiantownfl.gov) at least 48 hours in advance.

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

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

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

**ROLL CALL**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS**

1. Proclamation to Celebrate Literacy Week
2. Introduction to Emergency Management presented by Amy Heimberger Lopez, Deputy Director of Martin County Board of County Commissioners.

**PUBLIC COMMENT (3 MINUTES EACH)**

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

**COMMENTS BY VILLAGE COUNCIL MEMBERS**

**COMMITTEE REPORTS**

**COMMENTS BY VILLAGE MANAGER**

**APPROVAL OF AGENDA**

**CONSENT AGENDA**

3. Village Council Minutes January 9, 2025

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

**REGULAR AGENDA**

4. Piggybacking a Contract for Building Official Plan Review and Inspection Services and Adoption of Fees

5. Approval of Second Amendment to Developer Agreement with Skyfarm Strategic Capital LLC
6. Application No. SP-25-002 - Approving a Minor Modification to a Previously Approved Major Site Plan for River Oak Residential Development
7. Annual Performance Evaluation for Village Manager

#### **FIRST READING ORDINANCES**

8. ORDINANCE NO. 02-2025 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REVISING AND RESTATING THE VILLAGE OF INDIANTOWN PERSONNEL REGULATIONS, RETITLED AS THE VILLAGE OF INDIANTOWN HUMAN RESOURCES POLICY MANUAL; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON-CODIFICATION, AND AN EFFECTIVE DATE.

#### **SECOND READING ORDINANCES**

9. ORDINANCE NO. 01-2025 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING CHAPTER 40, "UTILITIES", ARTICLE VII, "WATER AND WASTEWATER CAPITAL CONNECTION FEES", SECTION 40-201, "RATES OF CAPITAL CONNECTION FEES; TIME OF PAYMENT", OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; ADOPTING REVISED GALLONS PER DAY SPECIFICATIONS FOR WATER EQUIVALENT RESIDENTIAL CONNECTIONS; ADOPTING RELATED ADJUSTMENTS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

#### **DISCUSSION ITEMS**

10. Discussion on Strategic Planning Session Date and Time

#### **ANNOUNCEMENTS**

#### **NEXT REGULAR MEETING**

#### **ADJOURNMENT**

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Proclamation to Celebrate Literacy Week

SUMMARY OF ITEM: Martin Reads seeks to increase awareness and community engagement surrounding literacy in Martin County

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry DATE: 1/13/2025

ATTACHMENTS:

Description

Proclamation to Celebrate Literacy Week



# Proclamation



## **CELEBRATE LITERACY WEEK JANUARY 27 thru 31, 2025**

**WHEREAS**, Martin Reads seeks to increase awareness and community engagement surrounding literacy in Martin County; and

**WHEREAS**, a declaration of the week of January 27-31, 2025, as Celebrate Literacy Week, Florida provides opportunities for awareness, literacy activities and advocacy of the youth; and

**WHEREAS**, children who are unable to read by the third grade are more likely to drop out of high school, engage in criminal activity and experience poverty as adults; and

**WHEREAS**, Martin Reads is dedicated to increasing the literacy rate of our children to 90% but no less than 70% by the year 2030 with robust partnerships in the community; and

**WHEREAS**, as a community of excellence, we are committed to having learners that are equipped, knowledgeable and literate.

**NOW, THEREFORE**, I, Carmine Dipaolo, Mayor of the Village of Indiantown, Florida do hereby proclaim the week January 27 through January 31, 2025, as Celebrate Literacy Week in Indiantown, Florida. Further, the Council encourages all citizens to join in the effort to increase literacy and support the youth of our community with action and advocacy.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 23rd day of January 2025.

ATTEST:

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LaRhonda McBride  
Village Clerk

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Carmine Dipaolo  
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Introduction to Emergency Management presented by Amy Heimberger Lopez, Deputy Director of Martin County Board of County Commissioners.

SUMMARY OF ITEM: Amy Heimburger Lopez, Deputy Director of Martin County Board of Commissioners will be providing information regarding Emergency Management in The Village of Indiantown.

FISCAL IMPACT STATEMENT: No Fiscal Impact.

RECOMMENDATION: This item is for informational purposes.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director

DATE: 1/14/2025

**ATTACHMENTS:**

Description

LMS Public Meeting Presentation



# Martin County Local Mitigation Strategy

Village of Indiantown  
Regular Council Meeting  
Thursday, January 23, 2025



# Mitigation

**Action of reducing the severity or harmful effects of an existing or possible hazard that affects Martin County.**



Local  
Mitigation  
Strategy



# Hazards

Natural  
Technological  
Societal

SHORELINE  
EROSION

IMMIGRATION  
CRISES

HURRICANES

HARMFUL  
ALGAL  
BLOOM

INVASIVE SPECIES

WELLFIELD CONTAMINATION

TRANSPORTATION ACCIDENTS

RADIOLOGICAL/NUCLEAR ACCIDENT

FLOODS

EXTREME

TEMPERATURES

TERRORISM

SEVERE

CIVIL  
DISTURBANCE

DAM  
FAILURE

TSUNAMIS

THUNDERSTORM

PANDEMICS

HAZARDOUS MATERIALS

SEA  
LEVEL  
RISE

TORNADOES

DROUGHT

CYBER  
INCIDENTS

WILDFIRES



Local  
Mitigation  
Strategy

# Update

**Every 5 years ( 2020 - 2025 )**

**Subcommittee meetings**

**Revise hazards, update events, project criteria**

**Public involvement**



Local  
Mitigation  
Strategy



# Projects

## PROJECT TITLE

- **SW Lincoln St. Roadway & Drainage Reconstruction**
- **Lift station generator**
- **Uptown drainage and roadway improvements**
- **Village Hall Hardening**

## ESTIMATED TOTAL COST

**\$ 850,000**

**\$100,000**

**\$7,000,000**

**\$600,000**



**Local  
Mitigation  
Strategy**

# Adoption



Local  
Mitigation  
Strategy

VILLAGE OF INDIANTOWN, FLORIDA

RESOLUTION NO. 008-2021

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING THE 2020 MARTIN COUNTY UNIFIED LOCAL MITIGATION STRATEGY (LMS); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the LMS is a multi-jurisdictional hazard mitigation plan; and

WHEREAS, the Martin County LMS requires periodic updates to comply with State and Federal policies, should the jurisdictions wish to apply for Federal funds; and

WHEREAS, the Martin County LMS has been updated accordingly, and the State of Florida Division of Emergency Management (FDEM) has approved all modifications and updates; and

WHEREAS, the final, updated Martin County LMS was adopted at a public hearing of the Martin County Board of County Commissioners on November 17, 2020; and,

WHEREAS, the municipalities within the County must adopt the new Martin County LMS in order to be eligible for Federal grants.

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

**SECTION 1. LMS ADOPTION.** The Village of Indiantown hereby adopts the 2020 Martin County Unified Local Mitigation Strategy (LMS).

**SECTION 2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.


Resolution No. 008-2021 – Adopting County LMS

ADOPTED this 11<sup>th</sup> day of February, 2021.

ATTEST:

  
SUSAN A. OWENS, MPA, MMC  
VILLAGE CLERK

VILLAGE OF INDIANTOWN, FLORIDA

  
JANET HERNÁNDEZ  
MAYOR

REVIEWED FOR FORM AND  
CORRECTNESS:

  
WADE C. VOSE  
VILLAGE ATTORNEY





# Feedback

[mcema@martin.fl.us](mailto:mcema@martin.fl.us)



Local  
Mitigation  
Strategy

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Village Council Minutes January 9, 2025

SUMMARY OF ITEM: Village Council Minutes January 9, 2025

FISCAL IMPACT STATEMENT: NA

RECOMMENDATION: Recommended to approve

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 1/17/2025

**ATTACHMENTS:**

Description

Village Council Minutes January 9, 2025



**VILLAGE OF INDIANTOWN  
REGULAR VILLAGE COUNCIL MEETING MINUTES  
January 9, 2025  
6:00 PM**

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

**CALL TO ORDER:** 6:00 p.m.

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

**PRESENT:** Mayor Carmine Dipaolo, Vice Mayor Angelina Perez, Council Member Vernestine Williams-Palmer, Council Member Phyllis Waters Brown, and Council Member Karen Onsager.  
*Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, Public Works & Utilities Director Patrick Nolan, Community & Economic Development Director Deanna Freeman, Planning Assistant Lucia Mendoza, Finance Director Michael Florio, Village Clerk LaRhonda McBride, and Administrative Assistant Renae Cherry.

**INVOCATION:** LaRhonda McBride

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

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

Village Clerk McBride stated that Staff was requesting the addition of a presentation by Community and Economic Development Director Deanna Freeman under Proclamations, Awards, and Special Presentations, as well as minor modification to the Minutes of the Village Council Meeting of December 12, 2024.

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:**

1. Florida Community Health Center Presentation

Dr. Wilhelmina Lewis gave an overview and update on the services provided by Florida Community Health Centers, Inc., in the Indiantown community.

Council Member Waters Brown inquired about after-hours clinic services.

Dr. Lewis stated that Florida Community Health Centers had applied for grants to fund an extension of its clinic hours.

Council Member Williams Palmer asked Dr. Lewis about her thoughts on urgent care.

Dr. Lewis outlined the benefits and drawbacks of urgent care, which she stated is more accessible but also more costly.

Discussion ensued regarding how potential grant funding would be used to expand the clinic's services and extend its hours.

Council Member Onsager asked what hospital would provide obstetric care to expectant mothers following the closure of their local hospital.

Dr. Lewis stated that she is contacting hospitals in nearby counties and exploring other options.

Discussion ensued regarding how the lack of obstetric services would affect patients in Indiantown and possible ways to expand services and improve access.

## 2. Development Activity Update

Community and Economic Development Director Freeman provided an update on developments in the Village of Indiantown.

### **PUBLIC COMMENT:**

Donna Carman congratulated the Village for winning Best Float in the Christmas Parade.

Susan Gibbs Thomas spoke in support of Florida Community Health Centers, Inc.

Antonia Gaspar spoke regarding unlicensed food vendors selling next door to her food truck.

Community and Economic Development Director Freeman assured Ms. Gaspar that Code Compliance had been working to improve the issue.

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

Council Member Onsager announced her nominee for the Parks and Recreation Advisory Board, Wyatt Hendry.

Mr. Hendry introduced himself.

Council Member Waters Brown announced that she had attended the meeting of the Martin County Metropolitan Planning Organization (MPO) on December 16, 2024, which focused on roadway safety improvements. The next meeting would be held on February 24, 2025, at 9:00 a.m. She announced that there would be music at the marina on Sunday, January 12, 2025, from 2:00 p.m. to 5:00 p.m, and that the annual Community Clean-Up would be held on January 25, 2025, from 7:00 a.m. to noon, followed by a breakfast for the volunteers.

Vice Mayor Perez thanked all for joining and voiced concerns about middle schoolers running on the train tracks after school.

Village Manager Kryzda stated that there were no resources for hiring additional crossing guards to supervise the area.

Vice Mayor Perez suggested putting up signage.

Village Manager Kryzda stated that she would contact the railroad company to see if they have signage they could post.

Council Member Onsager suggested contacting the middle school's administration to request that they speak to the students about the dangers of walking on the tracks.

Council Member Williams-Palmer wished all a Happy New Year and stated that she was happy to see everyone.

Mayor Dipaolo advised that he was not at the MPO meeting on December 16, 2024, because had had been meeting with county legislators to lobby for funding for Indiantown, about which he was optimistic. He thanked Parks and Recreation Director Resos for helping to implement a boxing program at the fire station in Booker Park. He stated that a real boxing ring had been donated by the Garcia Company and that other companies in the area were also donating funds with which to purchase equipment for the boxing program.

**COMMITTEE REPORTS:** None.

**COMMENTS BY VILLAGE MANAGER:**

Village Manager Kryzda had no comments.

**CONSENT AGENDA:**

**Motion was made to approve the Consent Agenda by Council Member Onsager. Motion was duly seconded by Council Member Waters Brown and approved unanimously.**

3. Approval of the amended Minutes of the Council Meeting of December 12, 2024

**APPROVAL OF AGENDA:**

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

- **Add the Community Development Director’s presentation under Proclamations, Awards, and Special Presentations**
- **Modify the Minutes of the Council Meeting of December 12, 2024**

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

**REGULAR AGENDA:**

4. Proposal to Create a Paid Time Off Program Rather Than Offer Separate Sick and Annual Leave Time for Village Employees

Village Manager Kryzda provided an overview of the item.

Discussion ensued regarding accrual rates and paid time off (PTO) roll-over rates and caps.

Vice Mayor Perez spoke in support of the proposal.

Mayor Dipaolo disagreed with the proposal and expressed concern that employees would run out of sick leave. He proposed a program for pooling sick days.

Upon request by Council Member Onsager, Finance Director Florio discussed the potential benefits and drawbacks of pooled sick leave.

Discussion ensued regarding the alternative possibility of implementing an Extended Illness Bank, the outcome of Village Manager Kryzda’s employee survey about PTO preferences, and management of and limitations on taking PTO around holidays.

**Motion was made to approve the proposal to create a paid time off program by Council Member Williams-Palmer. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**

5. Approval of Asphalt Maintenance and Striping Project with M&M Asphalt, LLC, d/b/a All County Paving in the amount of \$206,242.25.

Public Works and Utilities Director Nolan provided an overview of the item.

Discussion ensued regarding the project budget and which areas would be prioritized.

**Motion was made to approve the project with M&M Asphalt, LLC, in the amount of \$206,242.25 by Council Member Williams-Palmer. Motion was duly seconded by Council Member Onsager and approved unanimously.**

6. **Application No. CU-24-053**: Mobile Food Vendor: A Request by Nery Perez for Conditional Use Approval to allow a Mobile Food Vendor (Food Truck) on land adjacent to an existing commercial building located at 15988 SW Warfield Blvd.

Community and Economic Development Director Freeman provided an overview of the item.

Planning Assistant Lucia Mendoza introduced applicant Nery Perez.

Mr. Perez presented a video of his food truck.

Mr. Perez answered questions from the Council Members regarding restroom facilities for the workers, gray water and grease disposal, and whether his trailer would be parked permanently at one location.

Mr. Nery read a statement regarding his application.

Antonia Gaspar spoke regarding similarities between her business name and menu items and that of the applicants’.

Council Member Onsager advised that Ms. Gaspar’s concerns could not be addressed by the Village Council.

**Motion was made to approve Application No. CU-24-053 by Council Member Onsager. Motion was duly seconded by Council Member Williams-Palmer and approved unanimously.**

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

7. **ORDINANCE NO. 01-2025**: AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING CHAPTER 40, “UTILITIES”, ARTICLE VII, “WATER AND WASTEWATER CAPITAL CONNECTION FEES”, SECTION 40-201, “RATES OF CAPITAL CONNECTION FEES;

TIME OF PAYMENT” OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; ADOPTING REVISED GALLONS PER DAY SPECIFICATIONS FOR WATER EQUIVALENT RESIDENTIAL CONNECTIONS; ADOPTING RELATED ADJUSTMENTS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Village Attorney Vose provided an overview of the item.

**Motion was made to approve Ordinance No. 01-2025 on first reading by Council Member Onsager. Motion was duly seconded by Council Member Waters Brown and approved unanimously.**

## **SECOND READING ORDINANCES:**

8. **ORDINANCE NO. 12-2024**: AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 0.19+/- ACRES IN SIZE, LOCATED SOUTH OF SW CITRUS BOULEVARD AND NORTH OF SW KANNER HIGHWAY, PARCEL ID 03-40-39-000-00021-0, WHICH PROPERTY IS CONTIGUOUS TO THE VILLAGE OF INDIANTOWN IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE VILLAGE OF INDIANTOWN TO INCLUDE SAID PROPERTY; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; PROVIDING FOR IMPLEMENTATION AND NOTICE TO APPROPRIATE AGENCIES; AND PROVIDING FOR FINDINGS, CONFLICTS, NON-CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Village Attorney Vose stated for the record the quasi-judicial nature of the proceedings for Ordinance Nos. 12-2024, 13-2024, and 14-2024.

No conflicts of interest were declared by the Council Members.

No ex-parte communications were disclosed by the Council Members.

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

Community and Economic Development Director Freeman provided an overview of the item.



**Motion was made to approve Ordinance No. 12-2024 on second reading by Council Member Onsager. Motion was duly seconded by Council Member Waters Brown and approved unanimously.**

9. **ORDINANCE NO. 13-2024**: AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT CONCERNING REAL PROPERTY TOTALING 0.19+/- ACRES IN SIZE, LOCATED SOUTH OF SW CITRUS BOULEVARD AND NORTH OF SW KANNER HIGHWAY, PARCEL ID 03-40-39-000-000-00021-0, FROM COUNTY RURAL DENSITY LAND USE DESIGNATION TO VILLAGE COMMERCIAL WATERFRONT LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Village Attorney Vose provided an overview of the item.

**Motion was made to approve Ordinance No. 13-2024 on second reading by Council Member Onsager. Motion was duly seconded by Council Member Waters Brown and approved unanimously.**

10. **ORDINANCE NO. 14-2024**: AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY 0.19+/- ACRES IN SIZE, LOCATED SOUTH OF SW CITRUS BOULEVARD AND NORTH OF SW KANNER HIGHWAY, PARCEL ID 03-40-39-000-000-00021-0, FROM COUNTY A-2 AGRICULTURAL ZONING DISTRICT TO VILLAGE CANAL MIXED USE (CMU) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Village Attorney Vose provided an overview of the item.

**Motion was made to approve Ordinance No. 14-2024 on second reading by Council Member Onsager. Motion was duly seconded by Council Member Waters Brown and approved unanimously.**

#### **DISCUSSION ITEMS:**

11. Discussion on Emergency Warning Sirens in the Village of Indiantown

Village Manager Kryzda provided an overview of the item and detailed the research she had done into the matter.

Council Member Onsager detailed the drawbacks of installing sirens, including high cost, maintenance needs, liability, and limited efficacy. She proposed contributing some funds for emergency warning sirens in Indianwood.

Discussion ensued regarding who is responsible for costs incurred by the Indianwood HOA.

Mayor Dipaolo stated that in his opinion the sirens would be neither feasible nor effective.

Council Member Waters Brown stated that the Council should provide Indianwood with alternative options.

12. Discussion on considering a Land Development Regulation Text Amendment to Chapter 12. Development Review and Procedures, Sec. 12-2. – General requirements for applications regarding posted notice requirements.

Community and Economic Development Director Freeman provided an overview of the item.

Council Member Onsager suggested that signage should direct people to the website rather than have Staff fielding phone calls.

Community and Economic Development Director Freeman stated that her team was working to update the Tyler system to handle these requests and questions.

Mayor Dipaolo argued against making any changes that would present an obstacle for builders.

#### **ANNOUNCEMENTS:**

Vice Mayor Perez announced three upcoming events:

- The Mobile Food Drive on Thursday, January 16, 2025, at 8:00 a.m. in Timer Powers Park
- A home game on Sunday, January 12, 2025, at 4:00 p.m. on Field D in Big Mound Park
- The graduation ceremony of the first graduating class of Indiantown High School on Thursday, January 16, 2025, at 6:00 p.m.

Council Member Onsager announced that she would be absent from the next Village Council Meeting due to her son's graduation from the Air Force.

**NEXT REGULAR MEETING:** January 23, 2025

**ADJOURNMENT:** 8:14 p.m.

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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LaRhonda McBride  
Village Clerk

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Carmin Dipaolo,  
Mayor

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Date

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Piggybacking a Contract for Building Official Plan Review and Inspection Services and Adoption of Fees

SUMMARY OF ITEM: The Village of Indiantown (Village) met with representatives of Ryan Homes and C.A.P. Government, Inc. (C.A.P.) to discuss the building official duties of plan review and inspections as they move forward building residential homes for Terra Lago Phase 1A and 1B. Ryan Homes proposed having their own building official rather than utilizing the Village's. The Village currently utilizes Martin County's Building Official through an interlocal agreement that was approved last year.

C.A.P. has agreements with other municipalities and offered for the Village to piggyback and allow C.A.P. to provide building plan reviews and inspection services for the Village. Having one entity performing these services would provide a more seamless operation for the contractors and staff.

Martin County will continue to provide services as needed through the interlocal agreement previously approved. In an effort to be consistent, the Village should adopt the fees established within the interlocal agreement for C.A.P. and Martin County. Those fees are \$130/hour for the Building Official's logged time per month, a rate of \$117.50/hour for the Assistant Building Official's logged time per month, and a rate of \$105/hour for an inspector/plan reviewer's time per month.

FISCAL IMPACT STATEMENT: There should not be any negative impact to the Village, but staff will closely monitor the fees being collected versus the amounts being billed to ensure the fees are adequate to cover the costs.

RECOMMENDATION: The Village Council approve piggybacking of City of Palm Bay Amendment #4 to their contract #09-0-2021 for building official, plan review and inspections with C.A.P. Government LLC and approve the fees to be charged for such be as reflected.

PREPARED BY: Taryn G. Kryzda, Village Manager

DATE: 1/14/2025

ATTACHMENTS:

Description

VOI - Coop. Purch. (Piggyback) Agr. - C.A.P. Government Inc. - Palm Bay



**VILLAGE OF INDIANTOWN, FLORIDA**  
**COOPERATIVE PURCHASING (PIGGYBACK) AGREEMENT**

**THIS COOPERATIVE PURCHASING (PIGGYBACK) AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the VILLAGE OF INDIANTOWN, a Florida municipality, hereinafter referred to as the “Village”, and:

Contractor: C.A.P. Government, Inc.  
343 Almeria Avenue  
Coral Gables, FL 33134

to piggyback that certain agreement (“Piggybacked Agreement”) entitled:

Piggybacked Agreement: Service Agreement for IFB No. 09-0-202/SZ Plan Review and Building Inspector Services  
Piggybacked Government: City of Palm Bay, Florida  
Solicitation: IFB No. 09-0-202/SZ  
Term of Piggybacked Agr.: March 11, 2021 through March 19, 2026 (as most recently amended by Amendment #4)

**WITNESSETH:**

**WHEREAS**, Section 6.3 of the Village of Indiantown Procurement Policy authorizes “Cooperative Purchasing” or “piggybacking”, the use of competitive Bids or RFPs which have been awarded through a competitive solicitation process by another governmental entity, under the conditions set forth in that section; and

**WHEREAS**, the Village, having completed the required Cooperative Procurement Checklist Form, finds that all of the conditions set forth in Section 6.3 of the Village of Indiantown Procurement Policy have been satisfied for utilizing cooperative purchasing with respect to the Piggybacked Agreement addressed herein.

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

**1. Piggyback.** This Agreement piggybacks upon that certain Piggybacked Agreement specified above, and all of the terms of such Piggybacked Agreement, which are deemed to include but not be limited to all associated exhibits, attachments, amendments, renewals, extensions, price sheets, rate sheets, solicitations, proposals, and bid responses, are incorporated herein, provided however that all references to the Piggybacked Government and its officers and agents are hereby revised to refer to the Village of Indiantown and the Village’s corresponding officers and agents. This Agreement further amends and supplements the terms of the Piggybacked Agreement, and in the event of a conflict between the terms of the Piggybacked Agreement and terms of this Agreement, the terms of this Agreement shall prevail.

**2. Term.** The initial term of this Agreement shall run through the expiration of the Term of Piggybacked Agreement specified in the Piggybacked Agreement. This Agreement may be renewed for such additional terms as provided in the Piggybacked Agreement, upon mutual agreement of both parties.

**3. Termination at Will.** This Agreement may be terminated by the Village in whole or in part at any time without cause by the Village giving written notice to Contractor not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination.

**4. Warranties and Representations.** Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Piggybacked Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Village with a current Certificate of Liability Insurance, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, and a current State of Florida license certification, if applicable.

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

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

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

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

**7. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by Village specified in the Agreement shall not be construed as a waiver of Village's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Village in the Agreement in derogation hereof shall be void and of no force or effect.

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

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

**10. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with



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

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

**12. No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

**13. Captions.** The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

**14. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

**15. Waiver.** Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**16. Conflict of Interest.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Sec. 112.311, Fla. Stat., *et. seq.*, and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.

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

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

A. None.

[ Signature Pages Follow. ]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing section above entitled “No coercion for labor or services” and that the facts stated in it are true.

**CONTRACTOR:**

**C.A.P. Government, Inc.**

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

**VILLAGE OF INDIANTOWN:**

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

ATTEST:

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

Date Signed by Village: \_\_\_\_\_

**SERVICE AGREEMENT FOR  
IFB NO. 09-0-2021/SZ  
PLAN REVIEW AND BUILDING INSPECTOR SERVICES**

THIS AGREEMENT, made this 11 day of March 2021, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and **C.A.P. GOVERNMENT, INC.** (FEIN Number 65-0121594), 343 Almeria Avenue, Coral Gables, FL, 33134, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**WITNESSETH:**

**1. DOCUMENTS**

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #09-0-2021/SZ, Plan Review and Building Inspector Services" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated January 26, 2021, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated March 11, 2021 and any attachments.
- C. Exhibit A
- D. Exhibit B

**2. SCOPE**

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

**3. TERM OF AGREEMENT**

The period of this Agreement shall be for twelve (12) months, beginning on March 20, 2021 and ending on March 19, 2022. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

**4. COMPENSATION**

The Contractor agrees to provide the services and materials as specified in its bid to the City at the hourly rates specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

**5. PAYMENT**

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.**

**6. GENERAL CONDITIONS****6.1. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

**6.2. Indemnification**

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers,

etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

### **6.3. Environmental Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor.

Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made

binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

#### **6.4. Termination**

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

#### **6.5. Notice of Deficiency**

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

#### **6.6. Default**

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocur or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

#### **6.7. WARRANTY**

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

**ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.**



**THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.**

**6.8. TIME OF COMPLETION**

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

**6.9. LIQUIDATED DAMAGES**

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

**6.10 Insurance Requirements:** The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

**6.10.1 Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

**6.10.2 Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

**6.10.3 Umbrella / Excess Liability:**

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. \*\*This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy\*\*

**6.10.4 Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

**6.10.5 Professional Liability Insurance or Errors and Omissions Insurance:**

Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

**Insurance Certificates:**

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

  
Initials here

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

#### **7. ACCEPTANCE**

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

#### **8. CORRECTION OF WORK**

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

#### **9. RIGHT TO AUDIT RECORDS**

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

#### **10. PUBLIC RECORDS**

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or [procurement@pbfl.org](mailto:procurement@pbfl.org).**

#### **11. TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

#### **12. INFORMATION**

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

#### **13. EXTRA WORK**

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

#### **14. FAMILIARITY WITH THE WORK**

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

**15. TITLE AND RISK OF LOSS**

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

**16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS**

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

**17. INSPECTION AND NON-WAIVER**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**18. NOTICES**

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Carlos A Penin, PE, President  
C.A.P. Government, Inc.  
343 Almeria Avenue  
Coral Gables, FL 33134

To the City: Chief Procurement Officer  
City of Palm Bay  
120 Malabar Rd SE  
Palm Bay, FL 32907

Copy to: City Manager  
City of Palm Bay  
120 Malabar Rd SE  
Palm Bay, FL 32907

**19. NO LIENS**

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material,

equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

## **20. LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

## **21. MISCELLANEOUS PROVISIONS**

- 21.1.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3.** The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance

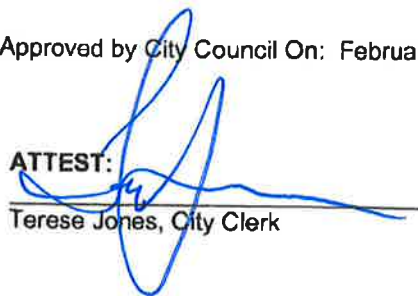
of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

- 21.4.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- 21.5.** The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- 21.6.** Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- 21.7.** This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- 21.8.** The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- 21.9.** This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 21.10.** This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 21.11.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 21.12.** If consultant receives a subpoena or summons or receives any other correspondence related to legal proceedings or any correspondence from an attorney or owner's representative in response to work done on behalf of the City under this Agreement, the Consultant must immediately notify the City Attorney's Office and the City Building Official. Any attendance required at a legal proceeding which the City was notified about and (if applicable) approved the Consultant to attend will be compensated as described in the Agreement at the applicable hourly rate(s) in Exhibit B.

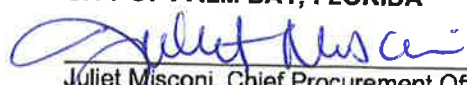
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above

Approved by City Council On: February 18, 2021

**ATTEST:**

  
Terese Jones, City Clerk

**CITY OF PALM BAY, FLORIDA**

  
Juliet Misconi, Chief Procurement Officer

Date

3/11/2021

**WITNESS:**

(to Contractor's Signature)

Name (Printed)

Signature

  
Susan Berges

**C.A.P. GOVERNMENT, INC.**

(Signature)

Carlos A. Penin, PE, President

Name and Title

C.A.P. Government, Inc.

Company

Date

03/02/2021





**BID FORM  
IFB NO. 09-0-2021/SZ  
OUTSIDE PLAN REVIEW AND BUILDING INSPECTOR SERVICES  
SHEET 2 OF 2**

Complete for all positions for which you can provide. This will be a multiple vendor award contract.

POSITION	HOURLY RATES
Building Inspector*	\$ 80.00
Plans Examiner*	\$ 90.00
Building Official*	\$ 100.00
Fire Inspector*	\$ 80.00
Fire Examiner*	\$ 90.00
Permit Technician*	\$ 45.00

**\* NOTE:**

- Position as identified in the Scope of Work and Job Description (Attachment A)
- Reimbursable costs and travel shall be included in all hourly rates.

Authorized Signature

Carlos A. Penin, PE

Printed Name & Title

C.A.P. Government, Inc.

Company

01/26/2021

Date



**CITY OF PALM BAY  
AMENDMENT #4  
TO CONTRACT # 09-0-2021  
Plan Review and Building Inspector Services**

**This amendment to contract** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and C.A.P. Government, Inc., hereinafter referred to as the "Contractor".

WHEREAS the City and the Contractor entered into a Contract dated March 20, 2021, and

WHEREAS the City and Contractor desire to **renew** the term of said Agreement..

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The **renewed** term of the Agreement shall be March 20, 2025, through March 19, 2026. This shall be the 4th of four (4) possible 1-year renewals.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

**CITY OF PALM BAY**

**C.A.P. GOVERNMENT, LLC**

\_\_\_\_\_  
George Barber MPA, NIGP-CPP, CPPO, CPPB  
Chief Procurement Officer

By:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE:

AGENDA ITEM TITLE: Approval of Second Amendment to Developer Agreement with Skyfarm Strategic Capital LLC

SUMMARY OF ITEM: The Village is the successor in interest to a number of developer agreements originally entered into by the Indiantown Company, whereby developers secured utility capacity and agreed to make guaranteed revenue payments until utility customers come online. These developer agreements contained a number of terms that were applicable when the Indiantown water and wastewater system was investor-owned, and thus regulated by the Florida Public Service Commission.

The Second Amendment to Developer Agreement before the Council for approval in this item relates to a developer agreement with Skyfarm Strategic Capital LLC ("Skyfarm"). The amendment revises the developer agreement to clarify the legal effect of both the assignment of the Developer Agreement to the Village, and the transfer of the Indiantown Company Water and Wastewater System and Assets to municipal ownership. The amendment also provides documentation of the Developer bringing current its guaranteed revenue payment obligations, in the amount of \$161,280.

FISCAL IMPACT STATEMENT: The amendment will result in a payment of \$161,280 in guaranteed revenue payments, and reestablishment of the regular periodic payment of guaranteed revenue payments.

RECOMMENDATION: Staff recommends approval of the Second Amendment to Developer Agreement with Skyfarm Strategic Capital LLC.

PREPARED BY: Wade Vose, Village Attorney

DATE: 1/15/2025

ATTACHMENTS:

Description

Second Amendment to Developer Agreement - Skyfarm rev 01-15-25.docx

**SECOND AMENDMENT TO  
DEVELOPER AGREEMENT**

**THIS SECOND AMENDMENT TO DEVELOPER AGREEMENT** (“Second Amendment”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between SKYFARM STRATEGIC CAPITAL LLC, a Florida limited liability company, hereinafter referred to as "Developer", and the Village of Indiantown, a Florida municipal corporation, hereinafter referred to as "Village".

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated January 30, 2020, by and between Indiantown Company, Inc., a Florida corporation (“Indiantown Company”), and the Village, the Village purchased the real and personal property, both tangible and intangible, which comprised the Indiantown Company Water and Wastewater System and Assets, as such “System” and “Assets” are defined in said Asset Purchase Agreement; and

**WHEREAS**, as a part of said purchase, and pursuant to that certain Assignment and Assumption of Contracts and Leases dated September 28, 2020, by and between the Indiantown Company, as Assignor, and the Village, as Assignee, the Village took assignment of the rights and assumed the obligations of the Indiantown Company with respect to certain agreements of the Indiantown Company, including that certain Developer Agreement between Indiantown Company and ILICO B, LLC, a Florida limited liability company, dated October 6, 2006, that certain Assignment and Assumption of Developer Agreement between Indiantown Company and Developer dated June 24, 2014, and that certain First Addendum to Developer Agreement between Indiantown Company and Developer dated October 19, 2018 (collectively, the “Developer Agreement”); and

**WHEREAS**, Developer and the Village, as successor in interest and assignee of the aforementioned agreement, assignment, and addendum with Developer and its predecessor in interest, desire to amend the Developer Agreement between the parties to clarify the legal effect of both the assignment of the Developer Agreement to the Village, and the transfer of the Indiantown Company Water and Wastewater System and Assets to municipal ownership, and to provide documentation of Developer bringing current its guaranteed revenue payment obligations.

**NOW, THEREFORE**, in consideration of the premises, mutual undertakings and agreements herein contained and assumed and for the good and valuable consideration

the receipt and sufficiency of which is hereby acknowledged, Developer and Village hereby covenant and agree as follows:

1. The foregoing statements are true and correct and an integral part hereof.

2. In recognition of the fact that municipally-owned water and wastewater utilities are not subject to the regulation of the Florida Public Service Commission, all references in the Development Agreement to the "Florida Public Service Commission", the "FPSC or "PSC", or like references, are revised to reference the Village of Indiantown. Likewise, all references to "tariffs", "FPSC tariffs", or like references, are revised to reference the Village of Indiantown's adopted water and wastewater rates, fees, and charges, as amended from time to time pursuant to law.

3. All references to Martin County, Florida, in its capacity as the local government exercising land development regulatory authority over the Property, are revised to reference the Village of Indiantown.

4. The parties acknowledge and agree that notwithstanding the particular rules and regulations addressing the provision of water and wastewater service in the Agreement, including but not limited to the application timing, inspection, and hazardous substance provisions of Section 12 of the Developer Agreement, water and wastewater service related to the Developer Agreement shall be nevertheless subject to the Village's water and wastewater rules, regulations, and ordinances as adopted and amended from time to time.

5. In full satisfaction of Developer's guaranteed revenue payment obligations for the following time periods, Developer shall pay to the Village as guaranteed revenue payments the following amounts, with 50% paid on or before February 1, 2025, and 50% paid on or before April 1, 2025:

10/01/2020 – 09/30/2021	\$30,240.00
10/01/2021 – 09/30/2022	\$30,240.00
10/01/2022 – 09/30/2023	\$30,240.00
10/01/2023 – 09/30/2024	\$30,240.00
10/01/2024 – 09/30/2025	\$40,320.00
<b>Grand Total:</b>	<b>\$161,280.00</b>

6. For the time periods after those addressed in Paragraph 5 above, Developer shall pay to the Village guaranteed revenue payments in accordance with the Village of

Indiantown's adopted water and wastewater fees and charges, as amended from time to time pursuant to law, and pursuant to the methodology set forth in Section 7 of the Developer Agreement, as amended herein.

7. Except as herein amended, all other terms, conditions, and provisions of the Developer Agreement, as previously amended, remain in full force and effect.

[ Signature Pages Follow. ]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed in several counterparts, each of which counterparts shall be considered an original executed copy hereof.

Signed, sealed and delivered in the presence of:

Developer:

SKYFARM STRATEGIC CAPITAL, LLC

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

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

Its: Managing Member

(CORPORATE SEAL)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_ of SKYFARM STRATEGIC CAPITAL, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name Typed, Printed or Stamped

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



Village:

Village of Indiantown, a Florida  
municipal corporation

ATTEST:

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

By: \_\_\_\_\_  
Carmin Dipaolo, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR THE  
USE AND RELIANCE OF VILLAGE  
ONLY:

\_\_\_\_\_  
Wade Vose, Village Attorney

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Application No. SP-25-002 - Approving a Minor Modification to a Previously Approved Major Site Plan for River Oak Residential Development

SUMMARY OF ITEM: The applicant, River Oak Fernwood Holdings, LLC, is seeking approval from Village Council for a minor modification to a previously approved major site plan, in accordance with Village of Indiantown Land Development Regulations (“LDR”) Sec. 12-8 – Major Site Plan (8). Approval is required to address condition No. 3, attached to the River Oak major site plan approved per Resolution No. 006-2023. The condition required a site plan amendment to be approved by Village Council for architectural elevations and color renderings prior to the issuance of building permits being issued for any principal buildings on the 55-acre property.

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: Village Staff recommends approval of Application SP-25-002.

PREPARED BY: Deanna Freeman, Community & Economic Development Director

DATE: 1/15/2025

**ATTACHMENTS:**

**Description**

Letter & Application

Application Materials

VC Staff Report

Presentation

Development Order

Mailing Notice

Newspaper Advertisement

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# River Oak Business, LLC

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1/7/2025

To the Village of Indiantown,

A Major Site Plan approval was granted under Resolution No. 006-2023 on March 9, 2023, for River Oak, a 55-acre residential development, application number SP-21-625.

A condition included in the resolution under Section 2. Approval with Conditions, required Village Council to approve a site plan amendment including architectural elevations and color renderings of proposed buildings and freestanding identification signs, streetlight poles and fixture design, dwelling unit sizes, total number of bedrooms, and finished floor elevations.

In response to the requirements included in condition 3, Resolution No. 006-2023 please note the following and attached:

1. General Development Application requesting a Site Plan Amendment.
2. Architectural Elevations & Color Renderings of the proposed buildings, including dwelling unit sizes and total number of bedrooms per unit type model, named to provide individual floor plans.
3. Please note that the lighting plans, including streetlight poles, were submitted, and approved as part of the Major Site Plan application approved February 2, 2023.
4. Finished Floor Elevation details were included on the approved Major Site Plan application approved February 2, 2023.
5. At this stage in the process no freestanding identification signs are proposed. Any proposed sign details would be subject to a building permit submission in accordance with Village of Indiantown Land Development Regulation sign code provisions and Florida Building Codes.

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Sincerely,



Jamie Rusbridge



# DEVELOPMENT APPLICATION

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND ALL ATTACHMENTS TO THE APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

INITIALS

A INSTRUCTIONS	B OFFICE USE ONLY	
<input checked="" type="checkbox"/> Please print or type all information. The application must be filled out accurately and completely. Answer all questions including criteria where an item might not be applicable, in which case write N/A (Not Applicable).  <input checked="" type="checkbox"/> Please refer to the appropriate Submittal Checklist for all additional documents, in conjunction with this application, due at time of first submittal.	Main Project Application No. <i>SP-25-002</i>	Application Received Date
	Escrow No.	

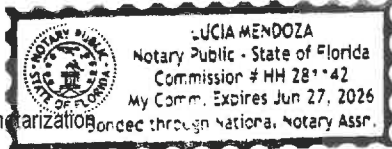
**2 APPLICATION TYPE** (Check all the applicable development applications)

<input type="checkbox"/>	Abandonment/Vacation of Right-of-Way or Easement	<input type="checkbox"/>	Land Use Plan Map Amendment
<input type="checkbox"/>	Administrative Variance	<input type="checkbox"/>	Major Site Plan / Site Plan Amendment
<input type="checkbox"/>	Alcohol Beverage License	<input checked="" type="checkbox"/>	Minor Administrative Site Plan / Site Plan Amendment
<input type="checkbox"/>	Annexation or Contraction	<input type="checkbox"/>	Minor Site Plan/ Site Plan Amendment
<input type="checkbox"/>	Appeal	<input type="checkbox"/>	Planned Development
<input type="checkbox"/>	Conditional Use	<input type="checkbox"/>	Plat / Plat Exemption / Plat Waiver
<input type="checkbox"/>	Comprehensive Plan Text Amendment	<input type="checkbox"/>	Research
<input type="checkbox"/>	Dedication of Right-of-Way or Easement	<input type="checkbox"/>	Rezoning
<input type="checkbox"/>	Development Agreement / Amendment	<input type="checkbox"/>	Special Exception
<input type="checkbox"/>	Dry Run Plan Review	<input type="checkbox"/>	Variance
<input type="checkbox"/>	Flood Plain Variance	<input type="checkbox"/>	Vested Rights
<input type="checkbox"/>	Land Development Code Amendment	<input type="checkbox"/>	Zoning Interpretation / Verification Letter

**3 PROJECT DESCRIPTION**

Project Location — Parcel ID Number(s):  
*River oak Project PCN D8-40-39-000-000-00/90-7*

Development / Project Name	<i>River oak Project</i>		
Development / Project Address	<i>TBD</i>		
Valuation of Proposed Development	<i>\$ 40,000,000</i>		
Current Use(s) of Property	<i>Residential</i>		
Proposed Use(s) of Property	<i>Residential</i>		
Residential Use(s) / Unit Type(s)	<i>single Family</i>		
Number of Residential Units	<i>121</i>		
Non-residential Total Building Gross SF	<i>N/A</i>		
Site Area (SF & Acres)	<i>2406,690</i>	<i>SF</i>	<i>(55.25 Acres)</i>

<b>3 TEAM MEMBERS CONTACT INFORMATION</b> (Combination of multiple titles is permitted, e.g. Agent & Architect)	
Select Title: <u>Agent</u> / Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name: <u>Harold J Rusbridge</u>	Company: <u>River Oak</u>
Telephone No.: <u>561-758-4186</u>	E-mail: <u>JRusbridge@BCPropertyIT.com</u>
Select Title: Planner / Architect / Landscape Architect / <u>Engineer</u> / Land Use Attorney / Other:	
Name: <u>Greg Bolen</u>	Company: <u>Simmons &amp; White</u>
Telephone No.: <u>561-478-7848</u>	E-mail: <u>bolen@simmonsandwhite.com</u>
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
<b>4 PROPERTY OWNER INFORMATION</b>	
Name: <u>River Oak Forward Holdings</u>	Signature: <u>[Signature]</u>
Telephone No.: <u>561-758-4186</u>	E-mail: <u>JRusbridge@BCPropertyIT.com</u>
Address: <u>4500 Biscayne Blvd. Suite 200 Miam. FL 33137</u>	
<b>NOTARIZATION</b>	
STATE OF <u>Florida</u> / COUNTY OF <u>Martin</u>	
The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization	
this <u>8</u> day of <u>January</u> , 20 <u>25</u> , by <u>Harold J. Rusbridge</u> (name of person acknowledging)	
(Print, Type, or Stamp Commissioned Name of Notary Public)	
Personally Known <input checked="" type="checkbox"/>	OR Produced Identification <input type="checkbox"/> Type of Identification Produced _____

**AGENT AUTHORIZATION FORM**

Parcel Id(s) PCW DB-40-39-000-000-00190-7

Subject Site Address East of SW Fawcett Ave, and West of SW Fernwood Forest

Property Owner River Oak Fernwood Holdings LLC

The undersigned, registered property owners of the subject site, do hereby authorize

Harold J Rush, Jr, of Owen  
(Contractor / Agent) (Name of consulting firm)

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this application and all standard and special conditions associated.

Agent Address 4000 Biscayne Blvd Suite 200 Miami FL 33137

Business Phone 541-7584186 Mobile \_\_\_\_\_

E-mail JRush@bcpropertyit.com

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

[Signature]  
Owner Signature

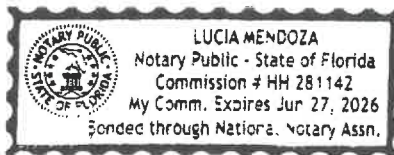
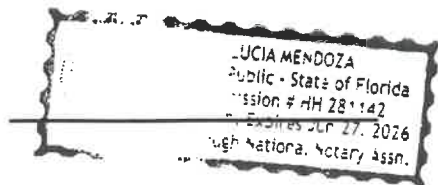
\_\_\_\_\_  
Agent Signature (to accept authorization)

STATE OF FLORIDA:  
COUNTY OF Martin

Sworn and subscribed before me this 8 day of January, 2025.

[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida

My Commission Expires  
June 27, 2026



**APPLICANT'S AFFIDAVIT FORM**

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

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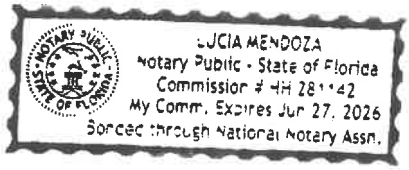
[Signature] 1/8/2025  
Signature and Date

\_\_\_\_\_  
Signature and Date

Sworn to and subscribed to before me this 8 day of January, 2025

Notary Public Lucia Mendoza

Commission Expires June 27, 2026





**CORPORATION AFFIDAVIT**

(I/WE), Harold J Rocha, being first duly sworn, depose and say that (I am/We are) the  President  Vice-President  Secretary  Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the  owner  tenant of the property described herein and which is the subject matter of the proposed hearing.

River Oak Fernwood Holdings LLC  
Name of Corporation

Attest: \_\_\_\_\_ [Signature]  
Authorized Signature

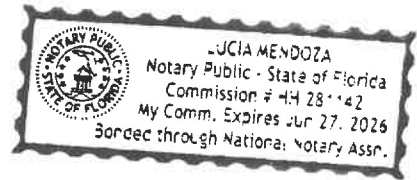
[Signature]  
Office Held

(Corp. Seal)

Sworn to and subscribed to before me this 8 day of January, 2025

Notary Public [Signature]

Commission Expires June 27, 2026



**PARTNERSHIP AFFIDAVIT**

**(I/WE),** N/A \_\_\_\_\_, being first duly sworn, depose and say that (I am/We are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the  owner  tenant of the property described herein which is the subject matter of the proposed hearing.

\_\_\_\_\_  
Name of Partnership

By \_\_\_\_\_ %

By \_\_\_\_\_ %

By \_\_\_\_\_ %

By \_\_\_\_\_ %

\_\_\_\_\_  
Signature

STATE OF FLORIDA:  
COUNTY OF \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

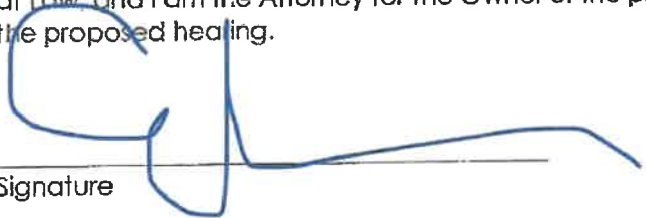
\_\_\_\_\_  
Signature of Notary Public  
Notary Public, for the State of Florida

My Commission Expires

\_\_\_\_\_

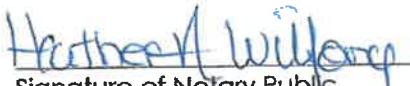
ATTORNEY AFFIDAVIT

I, Ethan Loeb, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

  
\_\_\_\_\_  
Signature

STATE OF FLORIDA:  
COUNTY OF Hillsborough

Sworn and subscribed before me this 8th day of October, 2021.

  
\_\_\_\_\_  
Signature of Notary Public  
Notary Public, for the State of Florida

My Commission Expires  
10/18/21



**DISCLOSURE OF INTEREST FORM**

If the property, which is the subject of the Application, is owned or leased by a **CORPORATION**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

**River Oak Fernwood Holdings LLC** \_\_\_\_\_

Corporation Name

Name, Address and Office	Percentage of stock
<u>Francis Jud Laird</u>	<u>4%</u>
<u>George Lindemann</u>	<u>41%</u>
<u>Harold J Rusbridge</u>	<u>2%</u>
<u>Sloan Barnett</u>	<u>9%</u>
<u>Eran and Nancy Shreiber</u>	<u>1%</u>

If the property, which is the subject of the Application, is owned or leased by a **TRUSTEE**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

**SBCG Trust** \_\_\_\_\_

Trust Name

Name, Address and Office	Percentage of stock
<u>Fraya Lindemann      Trustee</u>	<u>43%</u>
_____	_____
_____	_____
_____	_____

Sec. 12-2(8) Cost Recovery.

**COST RECOVERY AFFIDAVIT**

I hereby acknowledge and consent to the payment of **all applicable fees** involved as part of my application process. These fees include but are not limited to application fees, postage, advertising, attorney fees and any outside contractors, agents or consultants **regardless of the outcome of the public hearing.**

Please type or print the following:

Date: 1/8/2025

Full Name: Heald J Rushbridge

Current Address: 4500 Biscayne Blvd City: Miami

State: FL Zip: 33137

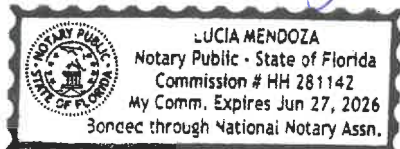
Telephone Number (561) 758-4186 Email: J.Rushbridge@BCPropertyFL.com

[Signature]  
Signature

STATE OF FLORIDA: Martin  
COUNTY OF Martin

Sworn and subscribed before me this 8 day of January, 2025.

[Signature]  
Signature of Notary Public  
Notary Public, for the State of Florida



My Commission Expires  
June 27, 2026

Pursuant to Chapter 12, Sec. 12-2(8) Cost Recovery of the Village of Indiantown Land Development Regulations.

**Sec. 12-2 (11). – Withdrawal of Development Applications and Refund of Fees.**

Pursuant to Chapter 12(11) of the Village Land Development Code (LDR), an application for development review may be withdrawn at any time. For applications filed in accordance with the LDR and subsequently withdrawn, the applicant may request a fee refund. The refund request must be made on a form provided by the Village. The amount of refund will be based on the point in time of the review process when the application withdrawal is initiated by the applicant. The refund schedule is as follows: a. 75 percent prior to staff review or legal advertisement (whichever comes first). b. 25 percent prior to drafting of the staff report. c. 15 percent 10 business days prior to the village council hearing on the application. d. No refund shall be granted if an applicant withdraws the application at the village council meeting in which the application is scheduled to be heard.

I Herb H. G. Rudolph, have read and understand the refund policy related to Land Development Fees in the Village of Indiantown.

**APPLICANTS, PLEASE**

-----DO NOT WRITE BELOW THIS LINE-----

Received Date: _____	
Fee Paid: Yes [ ] No [ ]	Amount Paid: _____
Cash [ ]	Check [ ] # _____
Received by: _____	

Application Number: \_\_\_\_\_

Application Number: \_\_\_\_\_

Application Number: \_\_\_\_\_

Application Number: \_\_\_\_\_

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# River Oak Business, LLC

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1/7/2025

To the Village of Indiantown,

A Major Site Plan approval was granted under Resolution No. 006-2023 on March 9, 2023, for River Oak, a 55-acre residential development, application number SP-21-625.

A condition included in the resolution under Section 2. Approval with Conditions, required Village Council to approve a site plan amendment including architectural elevations and color renderings of proposed buildings and freestanding identification signs, streetlight poles and fixture design, dwelling unit sizes, total number of bedrooms, and finished floor elevations.

In response to the requirements included in condition 3, Resolution No. 006-2023 please note the following and attached:

1. General Development Application requesting a Site Plan Amendment.
2. Architectural Elevations & Color Renderings of the proposed buildings, including dwelling unit sizes and total number of bedrooms per unit type model, named to provide individual floor plans.
3. Please note that the lighting plans, including streetlight poles, were submitted, and approved as part of the Major Site Plan application approved February 2, 2023.
4. Finished Floor Elevation details were included on the approved Major Site Plan application approved February 2, 2023.
5. At this stage in the process no freestanding identification signs are proposed. Any proposed sign details would be subject to a building permit submission in accordance with Village of Indiantown Land Development Regulation sign code provisions and Florida Building Codes.

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Sincerely,



Jamie Rusbridge





# DEVELOPMENT APPLICATION

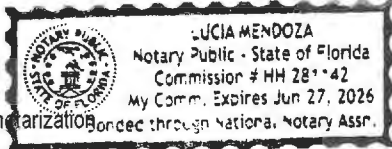
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND ALL ATTACHMENTS TO THE APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

INITIALS

A INSTRUCTIONS	B OFFICE USE ONLY	
<input checked="" type="checkbox"/> Please print or type all information. The application must be filled out accurately and completely. Answer all questions including criteria where an item might not be applicable, in which case write N/A (Not Applicable).  <input checked="" type="checkbox"/> Please refer to the appropriate Submittal Checklist for all additional documents, in conjunction with this application, due at time of first submittal.	Main Project Application No. <i>SP-25-002</i>	Application Received Date
	Escrow No.	

2 APPLICATION TYPE (Check all the applicable development applications)		
	Abandonment/Vacation of Right-of-Way or Easement	Land Use Plan Map Amendment
	Administrative Variance	Major Site Plan / Site Plan Amendment
	Alcohol Beverage License	<input checked="" type="checkbox"/> Minor Administrative Site Plan / Site Plan Amendment
	Annexation or Contraction	Minor Site Plan/ Site Plan Amendment
	Appeal	Planned Development
	Conditional Use	Plat / Plat Exemption / Plat Waiver
	Comprehensive Plan Text Amendment	Research
	Dedication of Right-of-Way or Easement	Rezoning
	Development Agreement / Amendment	Special Exception
	Dry Run Plan Review	Variance
	Flood Plain Variance	Vested Rights
	Land Development Code Amendment	Zoning Interpretation / Verification Letter

3 PROJECT DESCRIPTION	
Project Location — Parcel ID Number(s):	
<i>River oak Project PCN D8-40-39-000-000-00/90-7</i>	
Development / Project Name	<i>River oak Project</i>
Development / Project Address	<i>TBD</i>
Valuation of Proposed Development	<i>\$ 40,000,000</i>
Current Use(s) of Property	<i>Residential</i>
Proposed Use(s) of Property	<i>Residential</i>
Residential Use(s) / Unit Type(s)	<i>single family</i>
Number of Residential Units	<i>121</i>
Non-residential Total Building Gross SF	<i>N/A</i>
Site Area (SF & Acres)	<i>2406,690 SF (55.25 Acres)</i>

<b>3 TEAM MEMBERS CONTACT INFORMATION</b> (Combination of multiple titles is permitted, e.g. Agent & Architect)	
Select Title: <u>Agent</u> / Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name: <u>Harold J Rusbridge</u>	Company: <u>River Oak</u>
Telephone No.: <u>561-758-4186</u>	E-mail: <u>JRusbridge@BCPropertyIT.com</u>
Select Title: Planner / Architect / Landscape Architect / <u>Engineer</u> / Land Use Attorney / Other:	
Name: <u>Greg Bolen</u>	Company: <u>Simmons &amp; White</u>
Telephone No.: <u>561-478-7848</u>	E-mail: <u>bolen@simmonsandwhite.com</u>
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
Select Title: Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Other:	
Name:	Company:
Telephone No.:	E-mail:
<b>4 PROPERTY OWNER INFORMATION</b>	
Name: <u>River Oak Forward Holdings</u>	Signature: <u>[Signature]</u>
Telephone No.: <u>561-758-4186</u>	E-mail: <u>JRusbridge@BCPropertyIT.com</u>
Address: <u>4500 Biscayne Blvd. Suite 200 Miami, FL 33137</u>	
<b>NOTARIZATION</b>	
STATE OF <u>Florida</u> / COUNTY OF <u>Martin</u>	
The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization	
this <u>8</u> day of <u>January</u> , 20 <u>25</u> , by <u>Harold J. Rusbridge</u> (name of person acknowledging)	
(Print, Type, or Stamp Commissioned Name of Notary Public)	
Personally Known <input checked="" type="checkbox"/>	OR Produced Identification <input type="checkbox"/> Type of Identification Produced _____

**AGENT AUTHORIZATION FORM**

Parcel Id(s) PCW DB-40-39-000-000-00190-7

Subject Site Address East of SW Fawcett Ave, and West of SW Fernwood Forest

Property Owner River Oak Fernwood Holdings LLC

The undersigned, registered property owners of the subject site, do hereby authorize

Harold J Rush, Jr, of Owen  
(Contractor / Agent) (Name of consulting firm)

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this application and all standard and special conditions associated.

Agent Address 4000 Biscayne Blvd Suite 200 Miami FL 33137

Business Phone 541-7584186 Mobile \_\_\_\_\_

E-mail JRush@bcpropertyit.com

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

[Signature]  
Owner Signature

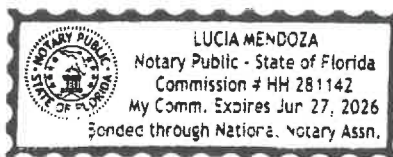
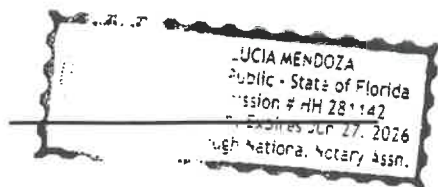
\_\_\_\_\_  
Agent Signature (to accept authorization)

STATE OF FLORIDA:  
COUNTY OF Martin

Sworn and subscribed before me this 8 day of January, 2025.

[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida

My Commission Expires  
June 27, 2026



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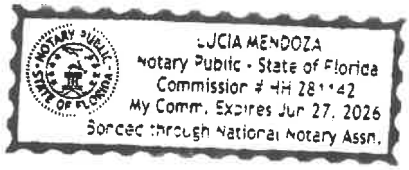
[Signature] 1/8/2025  
Signature and Date

\_\_\_\_\_  
Signature and Date

Sworn to and subscribed to before me this 8 day of January, 2025

Notary Public Lucia Mendoza

Commission Expires June 27, 2026



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River Dot Fernwood Holdings LLC  
Name of Corporation

Attest: \_\_\_\_\_ [Signature]  
Authorized Signature

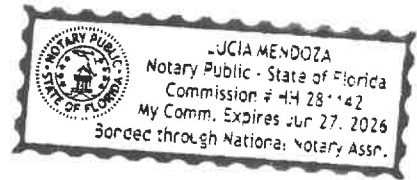
[Signature]  
Office Held

(Corp. Seal)

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Notary Public [Signature]

Commission Expires June 27, 2026



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\_\_\_\_\_  
Name of Partnership

By \_\_\_\_\_ %

By \_\_\_\_\_ %

By \_\_\_\_\_ %

By \_\_\_\_\_ %

\_\_\_\_\_  
Signature

STATE OF FLORIDA:  
COUNTY OF \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

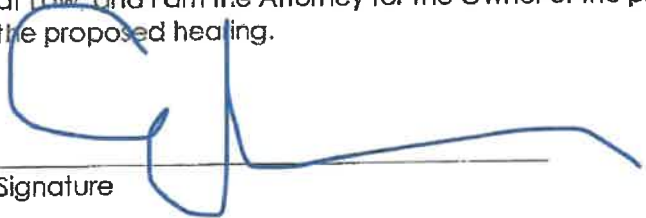
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Signature of Notary Public  
Notary Public, for the State of Florida

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



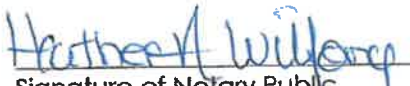
ATTORNEY AFFIDAVIT

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\_\_\_\_\_  
Signature

STATE OF FLORIDA:  
COUNTY OF Hillsborough

Sworn and subscribed before me this 8th day of October, 2021.

  
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Notary Public, for the State of Florida

My Commission Expires  
10/18/21



**DISCLOSURE OF INTEREST FORM**

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<u>Eran and Nancy Shreiber</u>	<u>1%</u>

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**SBCG Trust** \_\_\_\_\_

Trust Name

Name, Address and Office	Percentage of stock
<u>Fraya Lindemann      Trustee</u>	<u>43%</u>
_____	_____
_____	_____
_____	_____



Sec. 12-2(8) Cost Recovery.

**COST RECOVERY AFFIDAVIT**

I hereby acknowledge and consent to the payment of **all applicable fees** involved as part of my application process. These fees include but are not limited to application fees, postage, advertising, attorney fees and any outside contractors, agents or consultants **regardless of the outcome of the public hearing.**

Please type or print the following:

Date: 1/8/2025

Full Name: Heald J Rushbridge

Current Address: 4500 Biscayne Blvd City: Miami

State: FL Zip: 33137

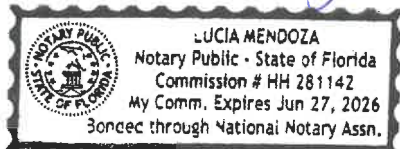
Telephone Number (561) 758-4186 Email: J.Rushbridge@BCPropertyFL.com

[Signature]  
Signature

STATE OF FLORIDA: Martin  
COUNTY OF Martin

Sworn and subscribed before me this 8 day of January, 2025.

[Signature]  
Signature of Notary Public  
Notary Public, for the State of Florida



My Commission Expires  
June 27, 2026

Pursuant to Chapter 12, Sec. 12-2(8) Cost Recovery of the Village of Indiantown Land Development Regulations.

**Sec. 12-2 (11). – Withdrawal of Development Applications and Refund of Fees.**

Pursuant to Chapter 12(11) of the Village Land Development Code (LDR), an application for development review may be withdrawn at any time. For applications filed in accordance with the LDR and subsequently withdrawn, the applicant may request a fee refund. The refund request must be made on a form provided by the Village. The amount of refund will be based on the point in time of the review process when the application withdrawal is initiated by the applicant. The refund schedule is as follows: a. 75 percent prior to staff review or legal advertisement (whichever comes first). b. 25 percent prior to drafting of the staff report. c. 15 percent 10 business days prior to the village council hearing on the application. d. No refund shall be granted if an applicant withdraws the application at the village council meeting in which the application is scheduled to be heard.

I Herb H. G. Ruschke, have read and understand the refund policy related to Land Development Fees in the Village of Indiantown.

**APPLICANTS, PLEASE**

-----DO NOT WRITE BELOW THIS LINE-----

Received Date: _____	
Fee Paid: Yes [ ] No [ ]	Amount Paid: _____
Cash [ ]	Check [ ] # _____
Received by: _____	

Application Number: \_\_\_\_\_

Application Number: \_\_\_\_\_

Application Number: \_\_\_\_\_

Application Number: \_\_\_\_\_

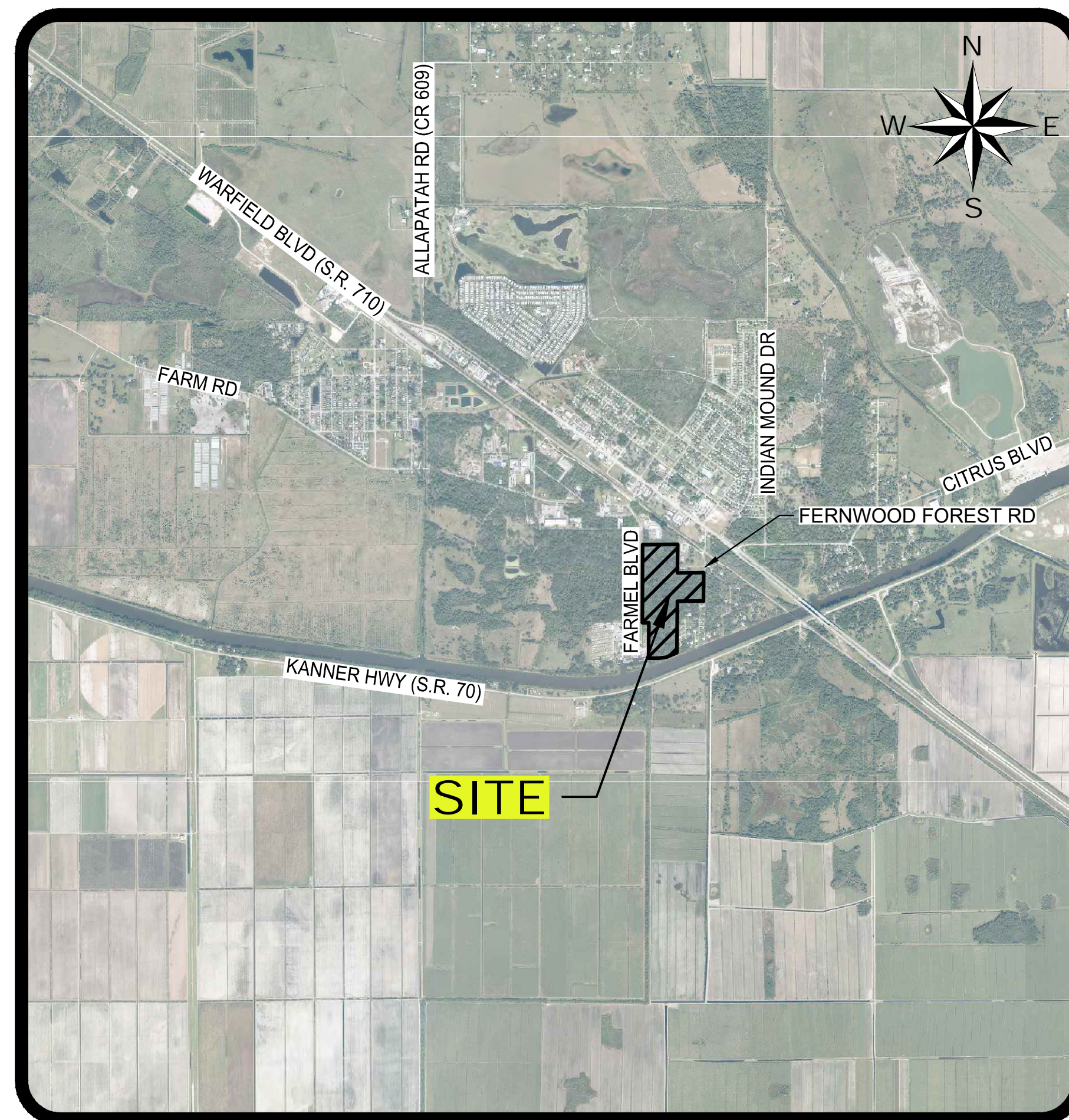


# SITE PLAN

# RIVER OAK

SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.  
THE VILLAGE OF INDIANTOWN, FLORIDA

AGENDA ITEM ###STAMP\_ITEMNUMBER#

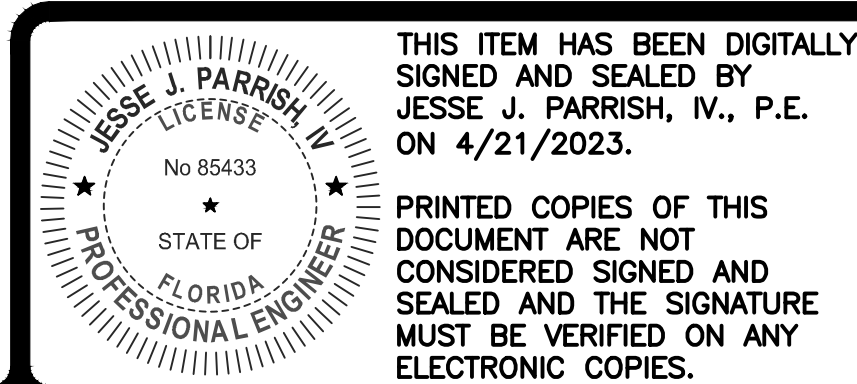


**LOCATION MAP**

NOT TO SCALE

## INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
SP-1	TITLE SHEET
SP-2	SITE DATA TABLE
SP-3	MASTER SITE PLAN
SP-4	VILLAGE MIXED USE SITE PLAN
SP-5 - SP-6	NEIGHBORHOOD MIXED USED SITE PLAN
SP-7 - SP-9	LIMITED RESIDENTIAL SITE PLAN
AT-1 - AT-2	AUTOTURN ANALYSIS
SBP-1	SCHOOL BUS PLAN



1.) REVISED SITE DATA TABLE PER COMMENTS, 10/05/22 R.W.



RIVER OAK  
SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.  
THE VILLAGE OF INDIANTOWN, FLORIDA  
TITLE SHEET

DESIGN	DRAWN	CHECKED	APPROVED	DATE
G.B.	R.W.			

JOB NO.	DRAWING NO.	SHEET	OF
20-129	20129SP01	SP-1	SP-9









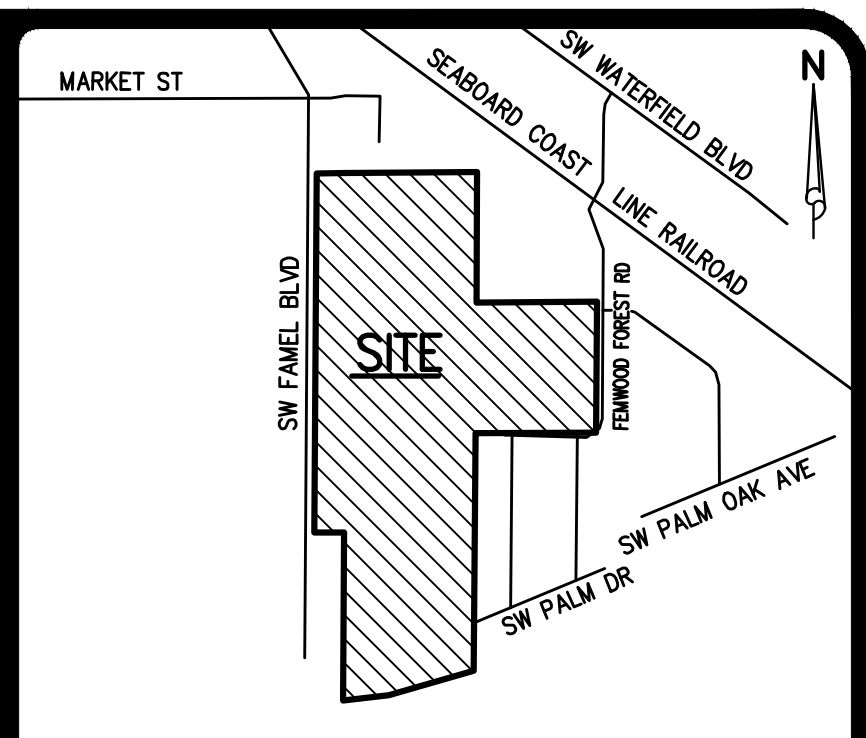
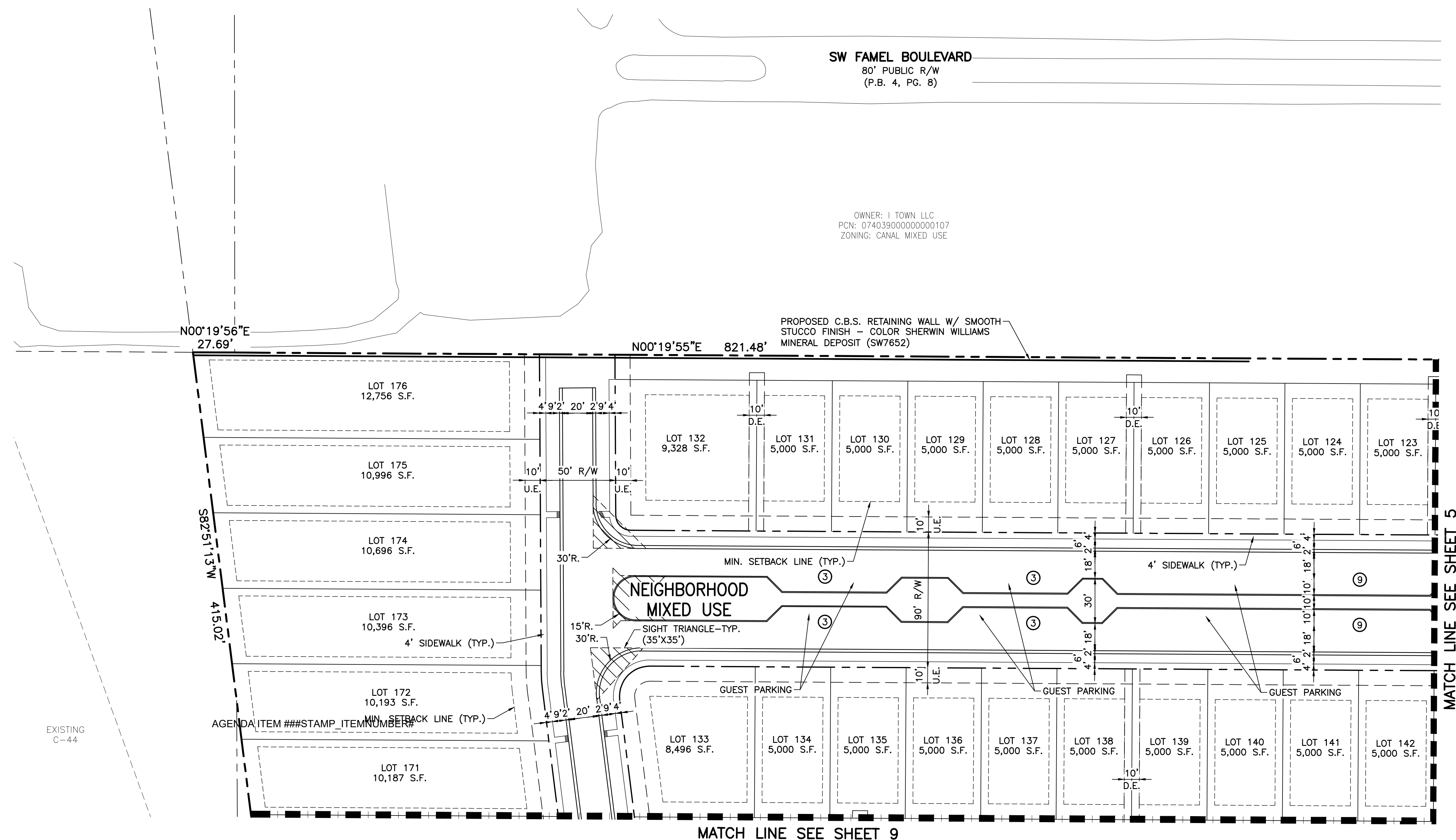




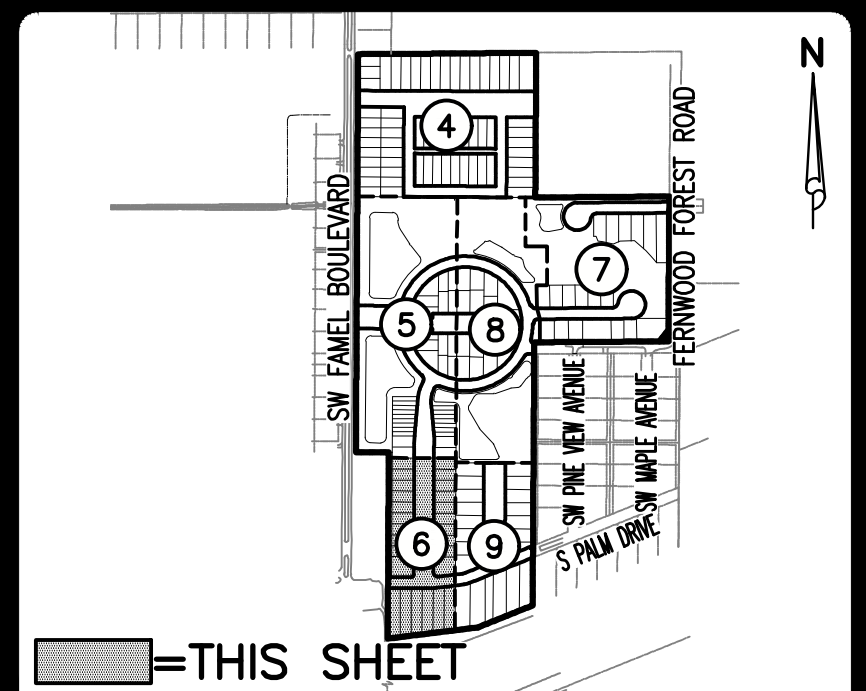




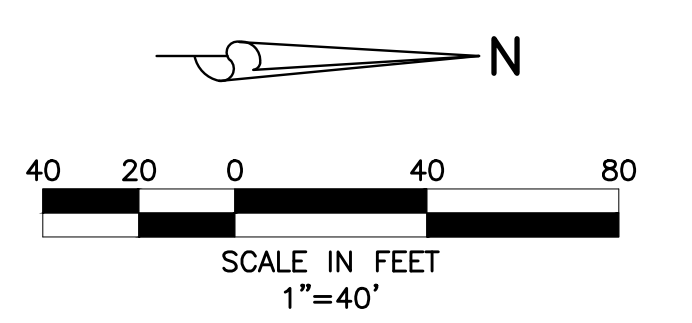




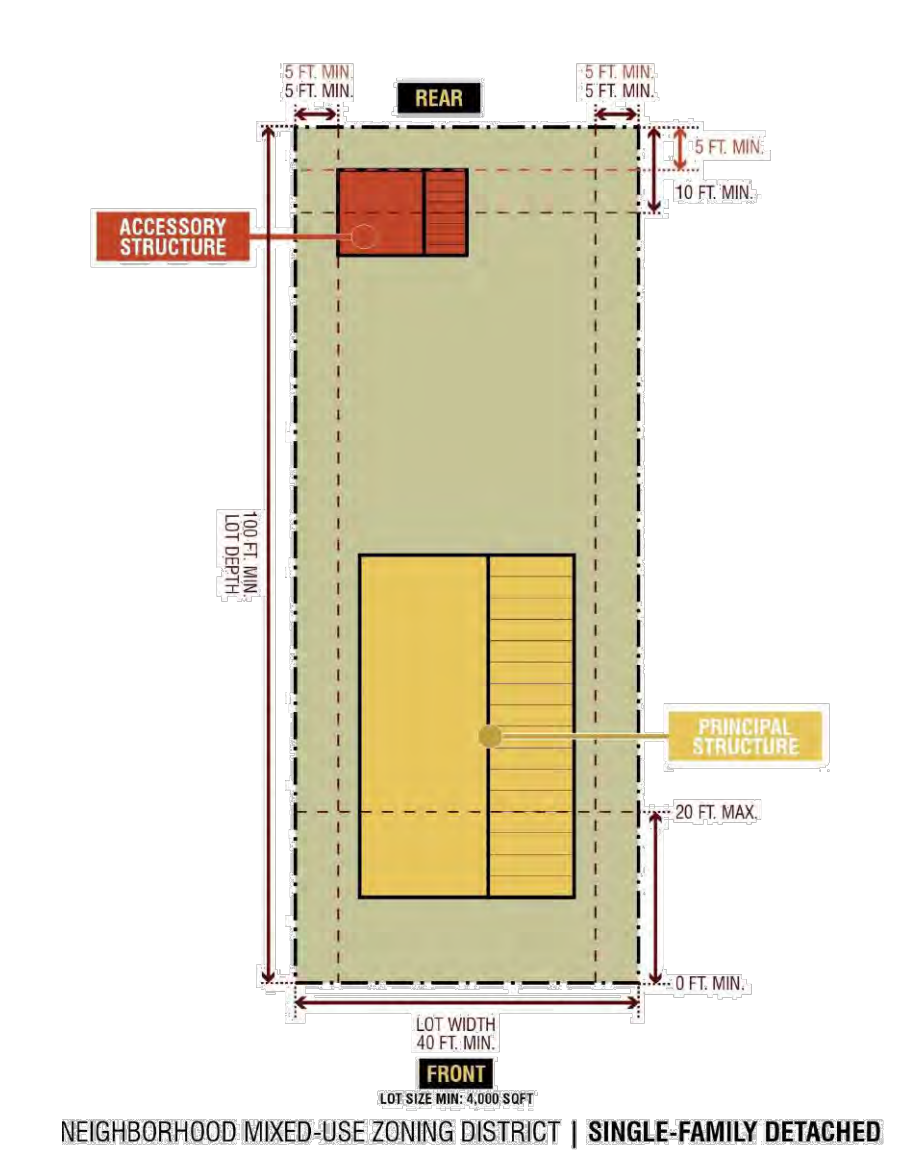
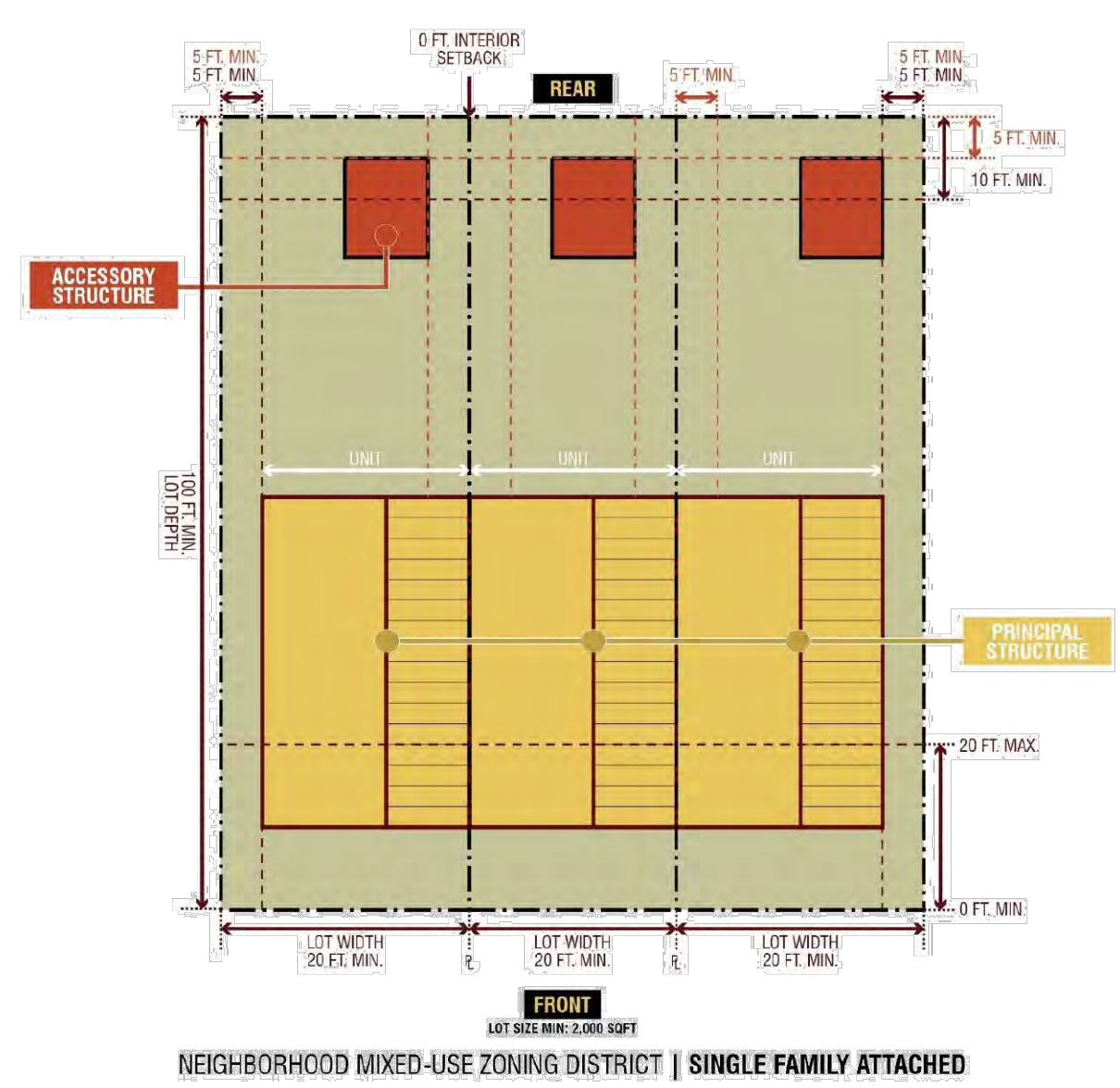
**LOCATION MAP**  
NOT TO SCALE



**KEY MAP**  
NOT TO SCALE



ABBREVIATIONS:  
AC. = ACRE  
MIN. = MINIMUM  
R. = RADIUS  
S.F. = SQUARE FEET  
U.E. = UTILITY EASEMENT



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY  
JESSE J. PARRISH, IV., P.E.  
ON 4/21/2023.

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JESSE J. PARRISH, IV.  
LICENSE  
No 85433  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

2.) REVISIONS PER V.O.I. COMMENTS, 12/05/22 R.W.  
1.) ADDED SITE TRIANGLES, PARKING SPACE #, STUCCO FINISH NOTE, DELETED MIXED USE DIAGRAM, PER COMMENTS 10/05/22 R.W.



**RIVER OAK**  
SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.  
THE VILLAGE OF INDIANTOWN, FLORIDA  
**NEIGHBORHOOD MIXED USED SITE PLAN**

DESIGN	DRAWN	CHECKED	APPROVED	DATE
G.B.	R.W.			

JOB NO.	DRAWING NO.	SHEET	OF
20-129	20129SP06	SP-6	SP-9



OWNER: THERESA WHEELS & DARRYL PADGETT  
PCN: 084039001000002709  
ZONING: LIMITED RESIDENTIAL

OWNER: PAUL TREMONT & GREGORY BRANT  
PCN: 084039001000002807  
ZONING: LIMITED RESIDENTIAL

OWNER: DENIS & SHERRI RODNEY  
PCN: 084039001000001504  
ZONING: LIMITED RESIDENTIAL

OWNER: DENIS & SHERRI RODNEY  
PCN: 084039001000001407  
ZONING: LIMITED RESIDENTIAL

OWNER: DAVID & JESSE SMITH, VALERIE LYNN  
PCN: 084039001000001201  
ZONING: LIMITED RESIDENTIAL

OWNER: LONNY GRIGGS  
PCN: 084039001000001309  
ZONING: LIMITED RESIDENTIAL

OWNER: MACEDO EROIN & MARIA ABAD  
PCN: 084039001000000202  
ZONING: LIMITED RESIDENTIAL

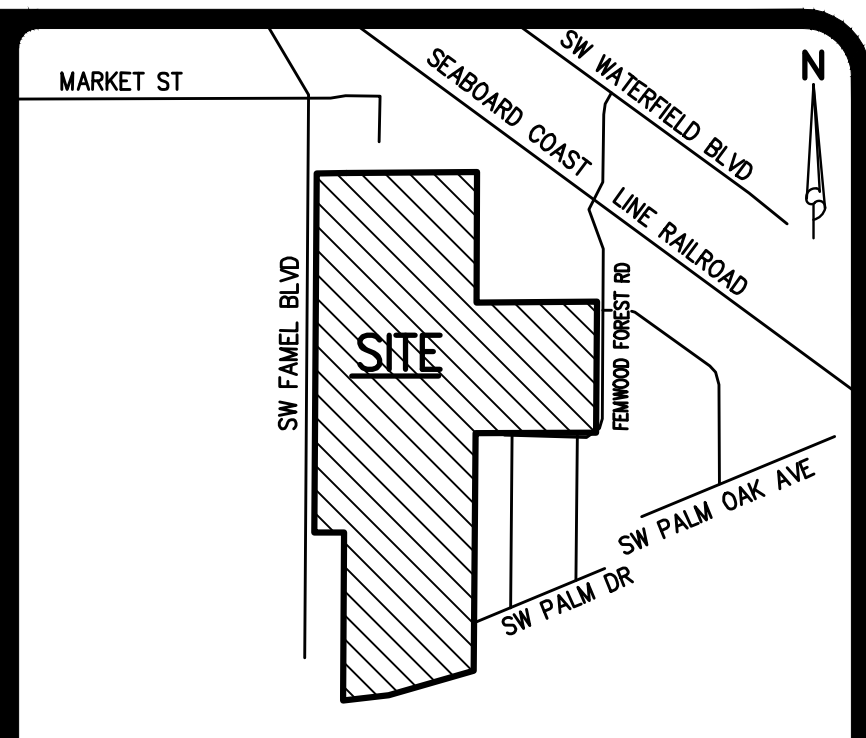
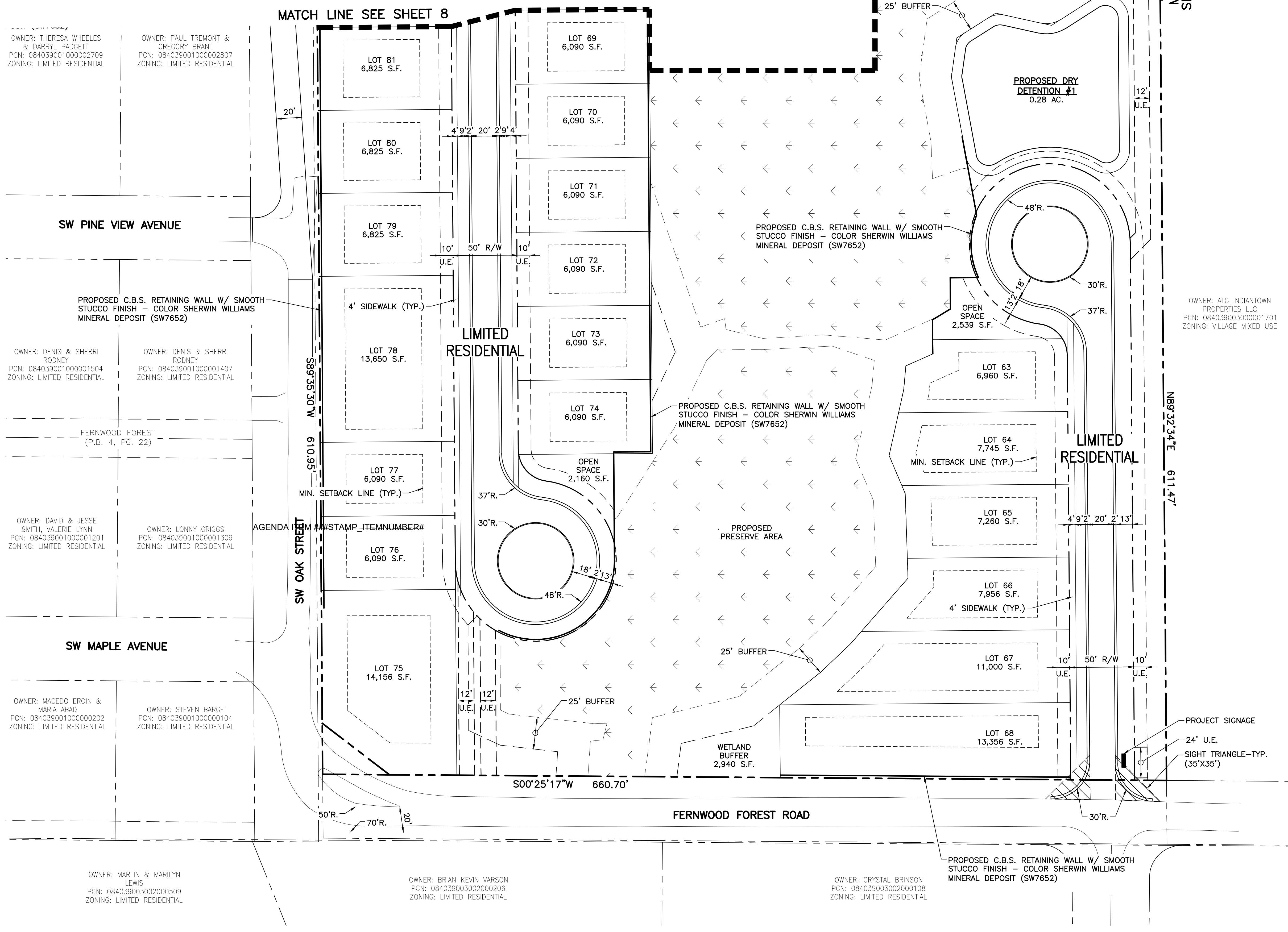
OWNER: STEVEN BARGE  
PCN: 08403900100000104  
ZONING: LIMITED RESIDENTIAL

OWNER: MARTIN & MARILYN LEWIS  
PCN: 084039003002000509  
ZONING: LIMITED RESIDENTIAL

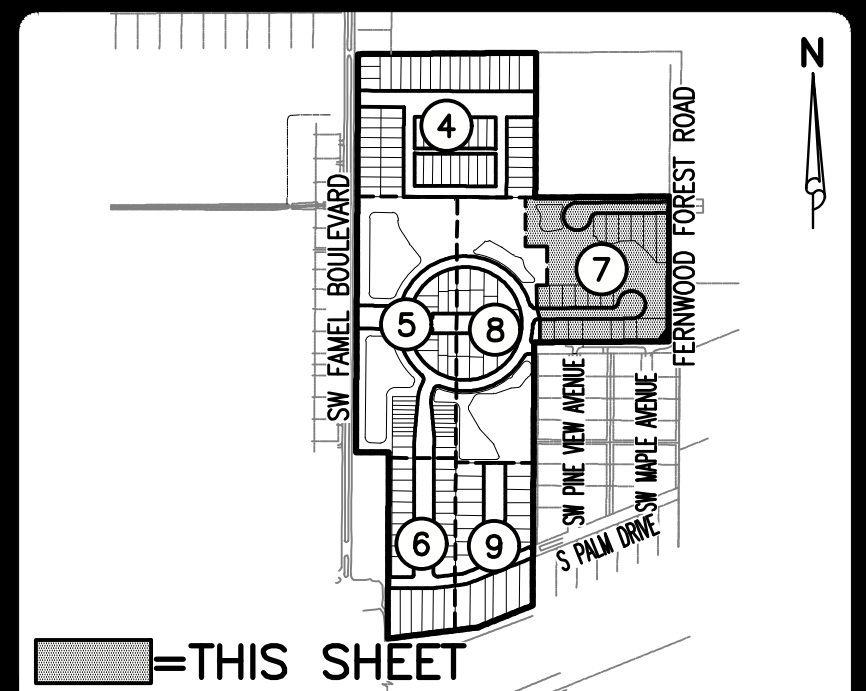
OWNER: BRIAN KEVIN VARSON  
PCN: 084039003002000206  
ZONING: LIMITED RESIDENTIAL

OWNER: CRYSTAL BRINSON  
PCN: 084039003002000108  
ZONING: LIMITED RESIDENTIAL

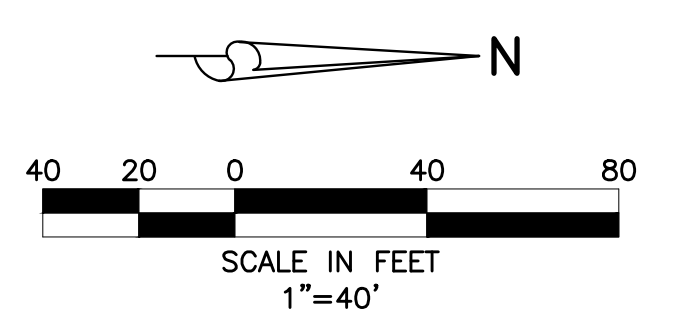
OWNER: ATG INDIANTOWN PROPERTIES LLC  
PCN: 084039003000001701  
ZONING: VILLAGE MIXED USE



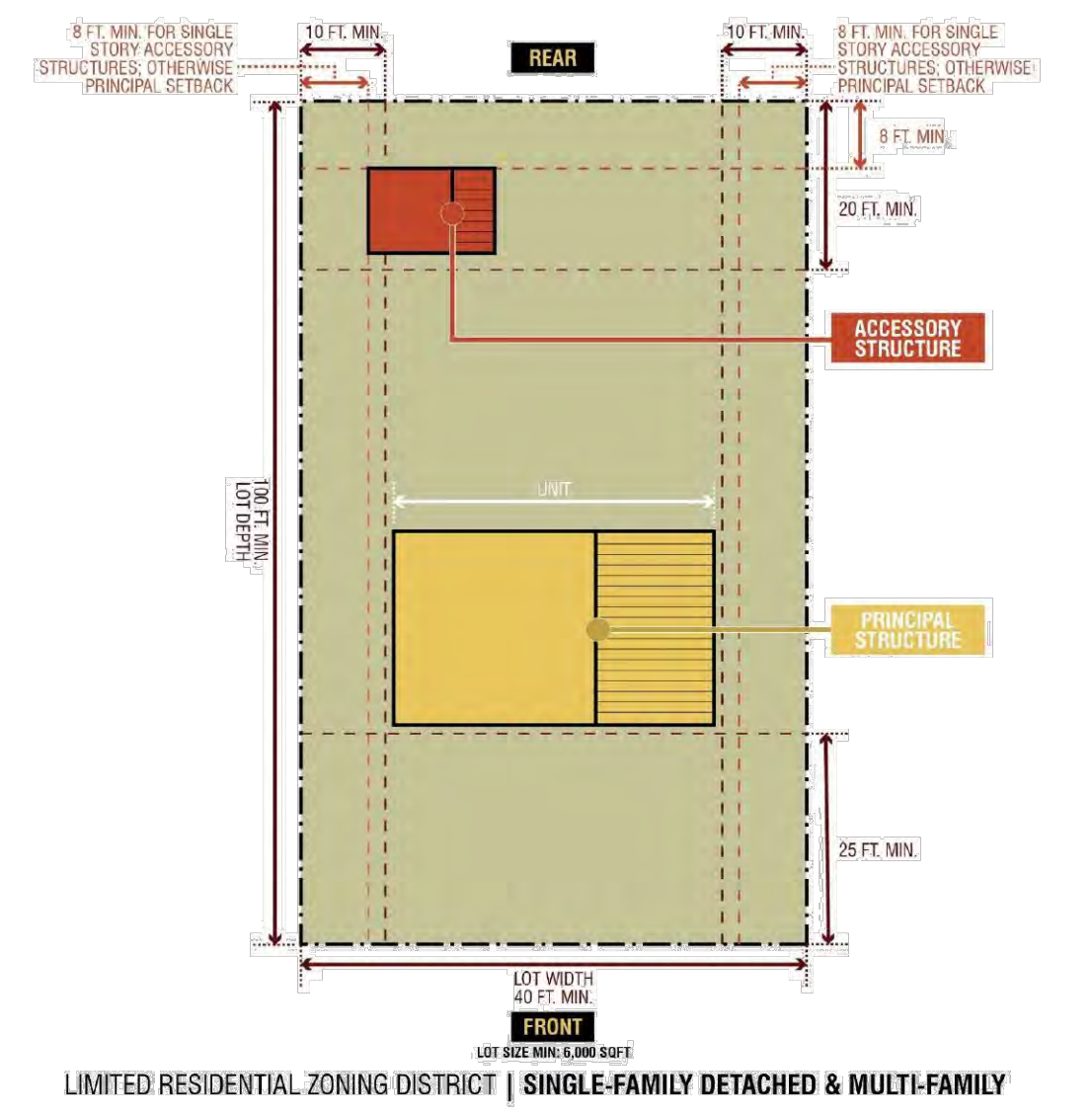
**LOCATION MAP**  
NOT TO SCALE



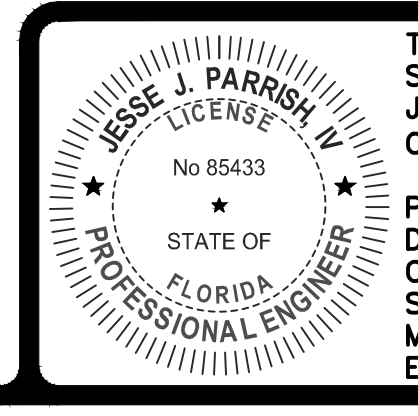
**KEY MAP**  
NOT TO SCALE



**ABBREVIATIONS:**  
AC. = ACRE  
MIN. = MINIMUM  
R. = RADIUS  
S.F. = SQUARE FEET  
U.E. = UTILITY EASEMENT



LIMITED RESIDENTIAL ZONING DISTRICT | SINGLE-FAMILY DETACHED & MULTI-FAMILY



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2.) REVISIONS PER V.O.I. COMMENTS, 12/05/22 R.W.  
1.) ADDED PROJECT SIGN, SITE TRIANGLES, STUCCO FINISH NOTE, PER COMMENTS 10/05/22 R.W.

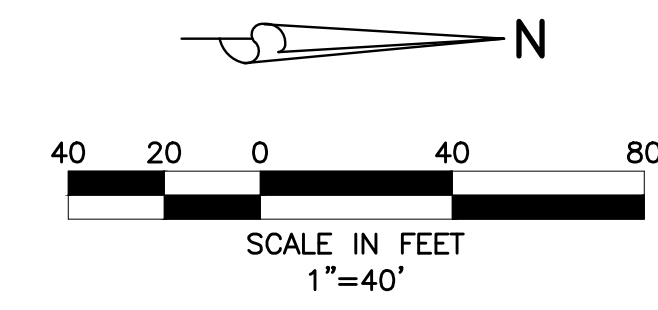


**RIVER OAK**  
SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.  
THE VILLAGE OF INDIANTOWN, FLORIDA  
**LIMITED RESIDENTIAL SITE PLAN**

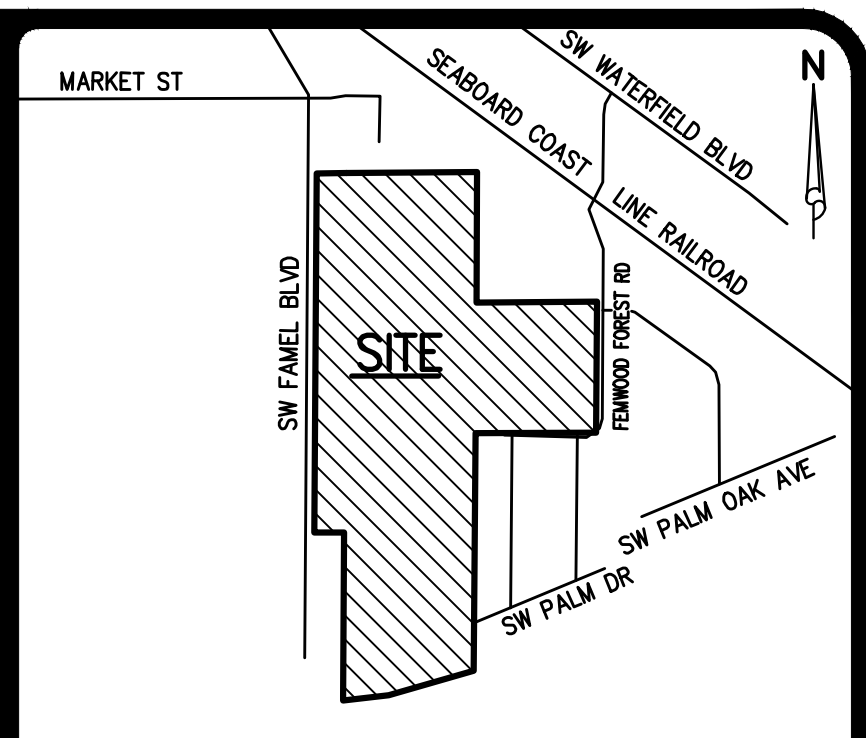
DESIGN	DRAWN	CHECKED	APPROVED	DATE
G.B.	R.W.			

JOB NO.	DRAWING NO.	SHEET	OF
20-129	20129SP07	SP-7	SP-9

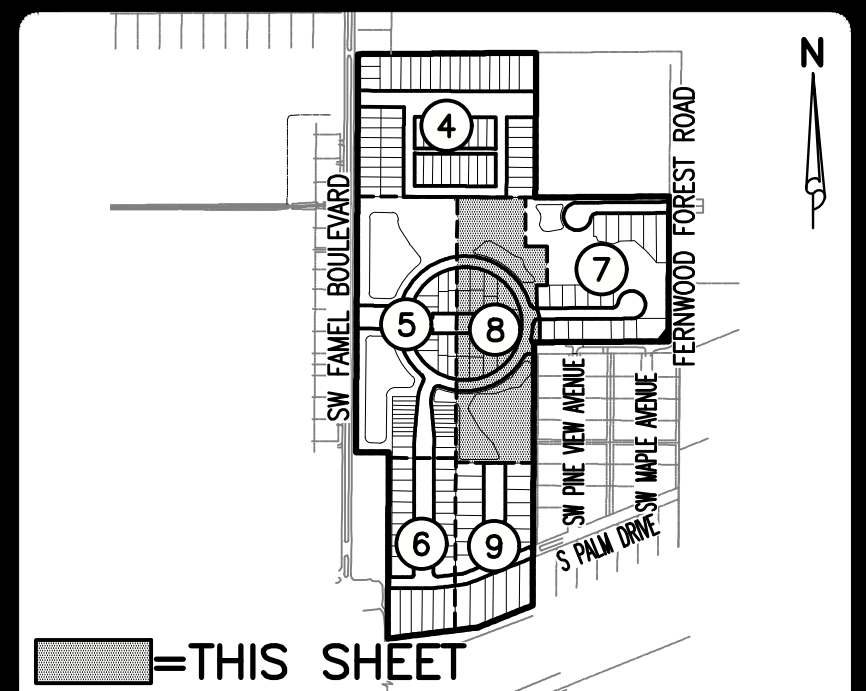




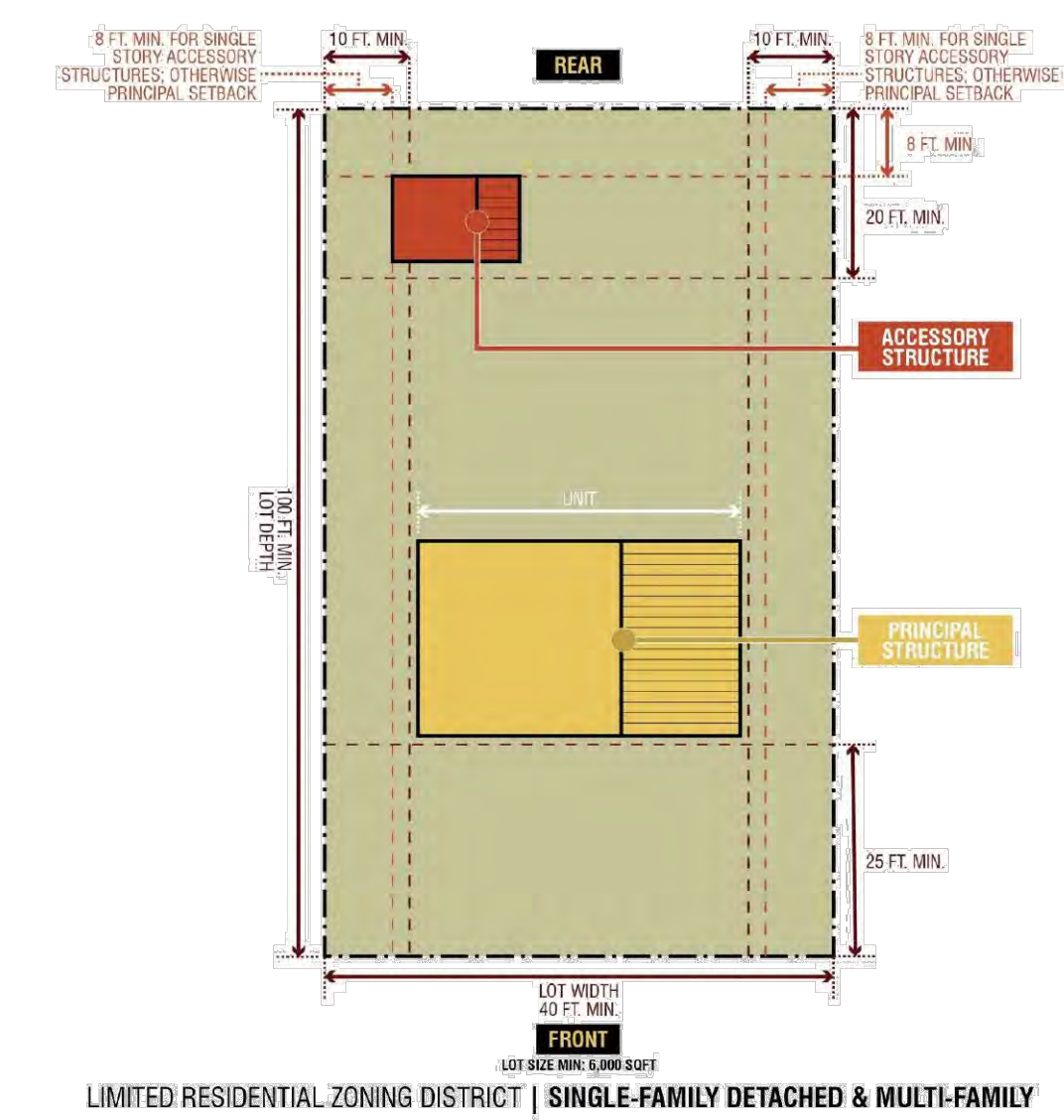
ABBREVIATIONS:  
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 MIN. = MINIMUM  
 R. = RADIUS  
 S.F. = SQUARE FEET  
 U.E. = UTILITY EASEMENT



LOCATION MAP  
NOT TO SCALE

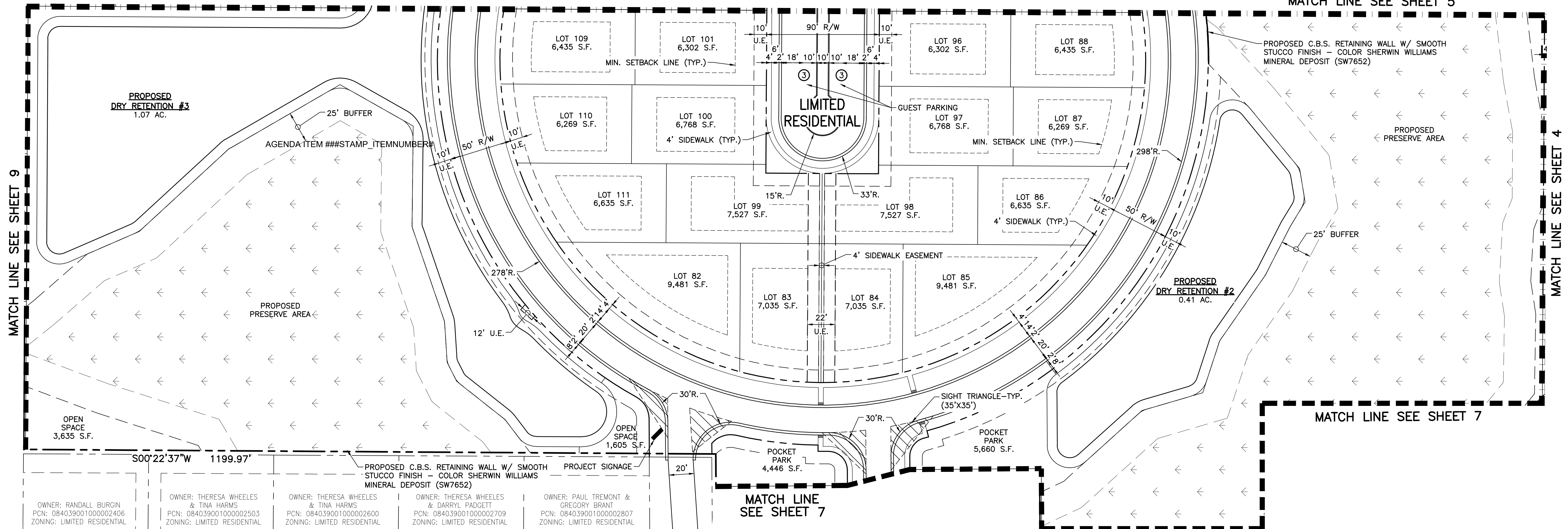


KEY MAP  
NOT TO SCALE



MATCH LINE SEE SHEET 5

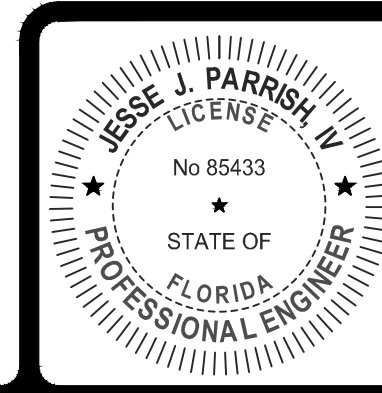
MATCH LINE SEE SHEET 5



MATCH LINE SEE SHEET 9

MATCH LINE SEE SHEET 4

OWNER: RANDALL BURGIN PCN: 084039001000002406 ZONING: LIMITED RESIDENTIAL	OWNER: THERESA WHEELLES & TINA HARMS PCN: 084039001000002503 ZONING: LIMITED RESIDENTIAL	OWNER: THERESA WHEELLES & TINA HARMS PCN: 084039001000002600 ZONING: LIMITED RESIDENTIAL	OWNER: THERESA WHEELLES & DARRYL PADGETT PCN: 084039001000002709 ZONING: LIMITED RESIDENTIAL	OWNER: PAUL TREMONT & GREGORY BRANT PCN: 084039001000002807 ZONING: LIMITED RESIDENTIAL
---	--	--	--	---



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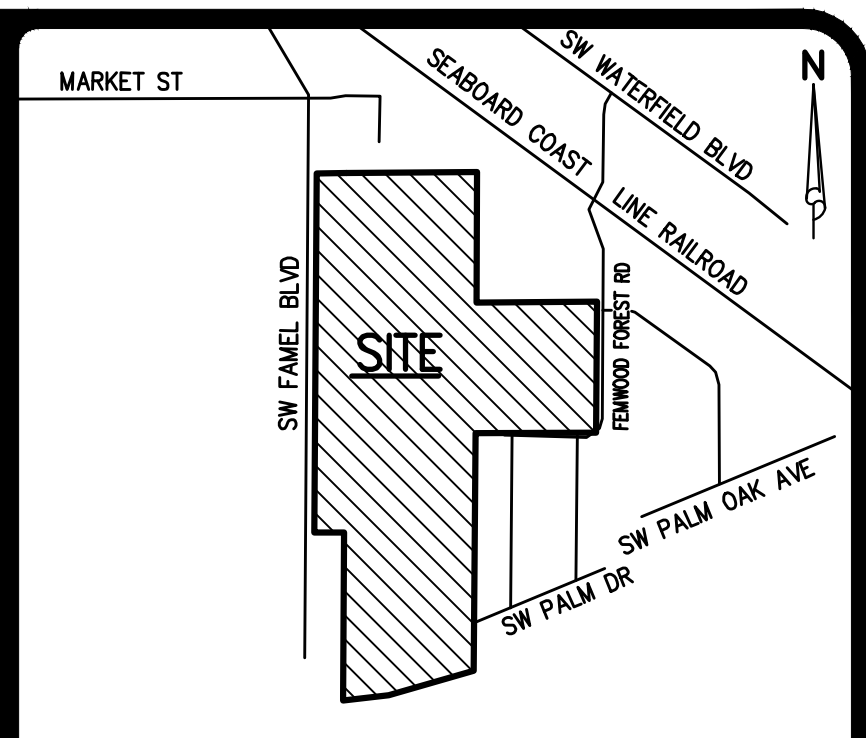
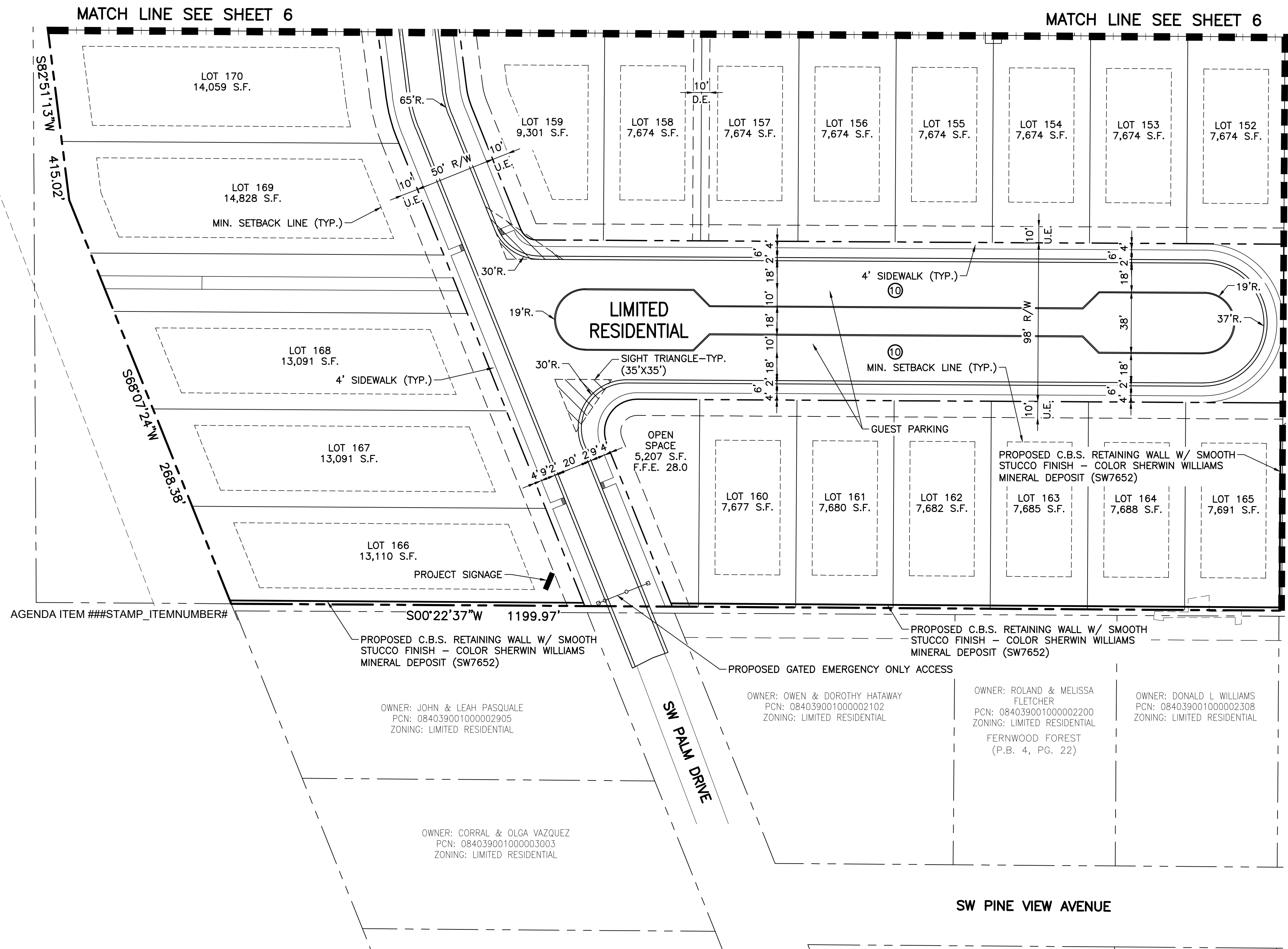
- ADDED POCKET PARKS, 04/17/23 B.L.
- REVISED SIDEWALK LOCATION AROUND CIRCLE R/W PER S.F.W.M.D. COMMENTS, 01/20/23 D.B.
- REVISIONS PER V.O.I. COMMENTS, 12/05/22 R.W.
- ADDED PROJECT SIGN, SITE TRIANGLES, PARKING SPACE #, STUCCO FINISH NOTE, PER COMMENTS 10/05/22 R.W.



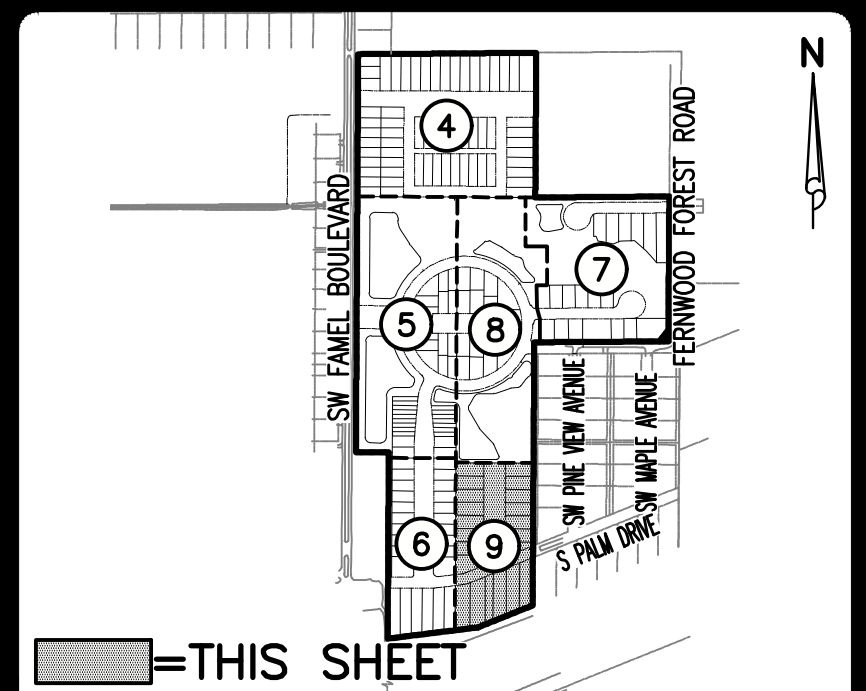
RIVER OAK  
 SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.  
 THE VILLAGE OF INDIANTOWN, FLORIDA  
 LIMITED RESIDENTIAL SITE PLAN

DESIGN G.B.	DRAWN R.W.	CHECKED	APPROVED	DATE	JOB NO. 20-129	DRAWING NO. 20129SP08	SHEET SP-8 OF SP-9
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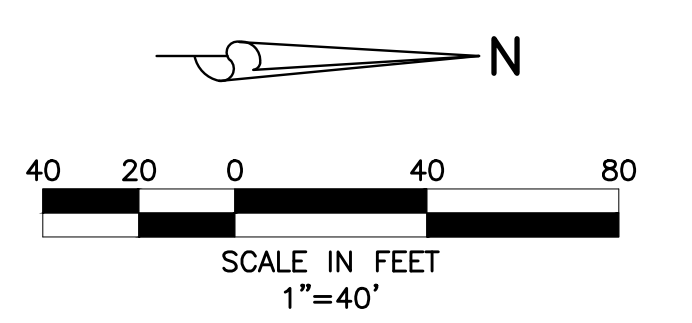




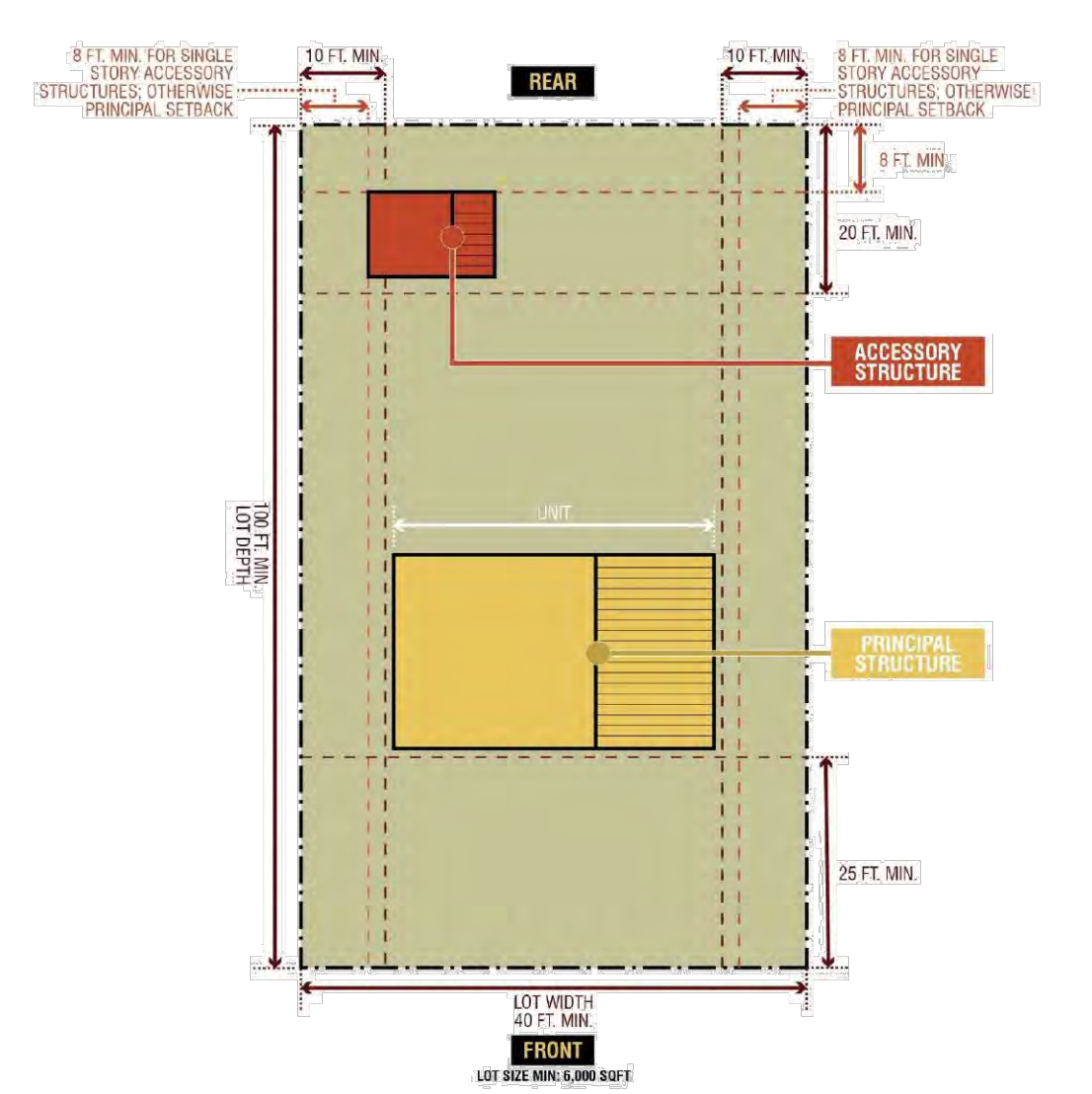
LOCATION MAP  
NOT TO SCALE



KEY MAP  
NOT TO SCALE



ABBREVIATIONS:  
 AC. = ACRE  
 MIN. = MINIMUM  
 R. = RADIUS  
 S.F. = SQUARE FEET  
 U.E. = UTILITY EASEMENT



LIMITED RESIDENTIAL ZONING DISTRICT | SINGLE-FAMILY DETACHED & MULTI-FAMILY

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- 3.) ADDED EMERGENCY ONLY GATED ACCESS AT SE CORNER OF PROJECT, 04/17/23 B.L.
- 2.) REVISIONS PER V.O.I. COMMENTS, 12/05/22 R.W.
- 1.) ADDED PROJECT SIGN, SITE TRIANGLES, PARKING SPACE #, STUCCO FINISH NOTE, PER COMMENTS 10/05/22 R.W.

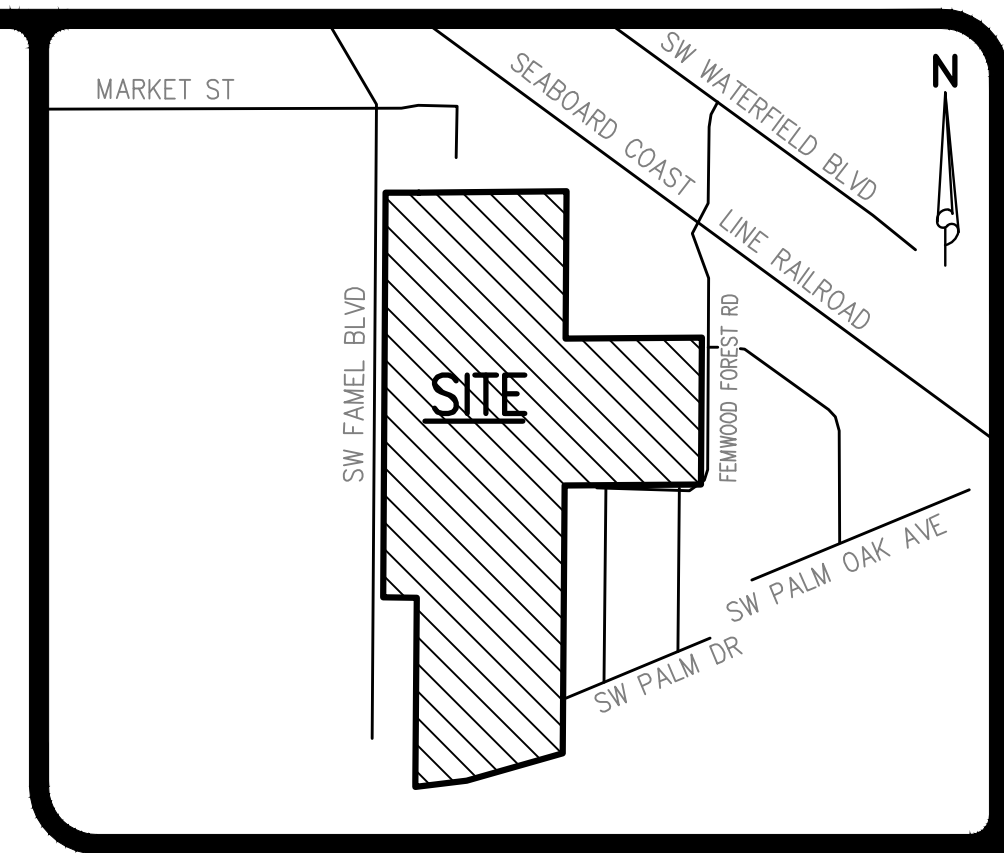


**RIVER OAK**  
 SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.  
 THE VILLAGE OF INDIANTOWN, FLORIDA  
**LIMITED RESIDENTIAL SITE PLAN**

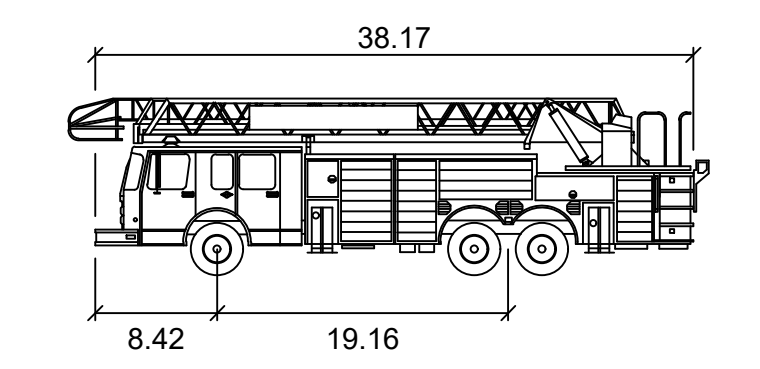
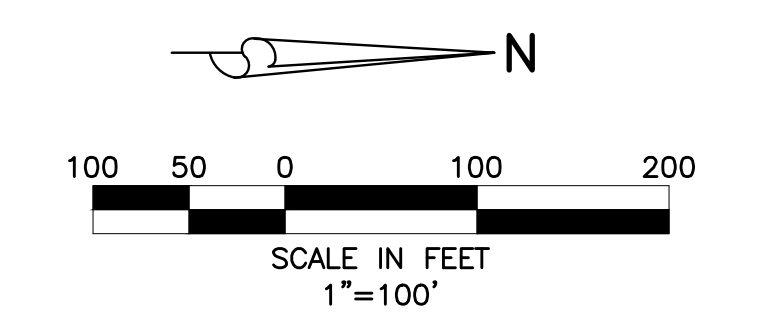
DESIGN	DRAWN	CHECKED	APPROVED	DATE
G.B.	R.W.			

JOB NO.	DRAWING NO.	SHEET	OF
20-129	20129SP09	SP-9	SP-9





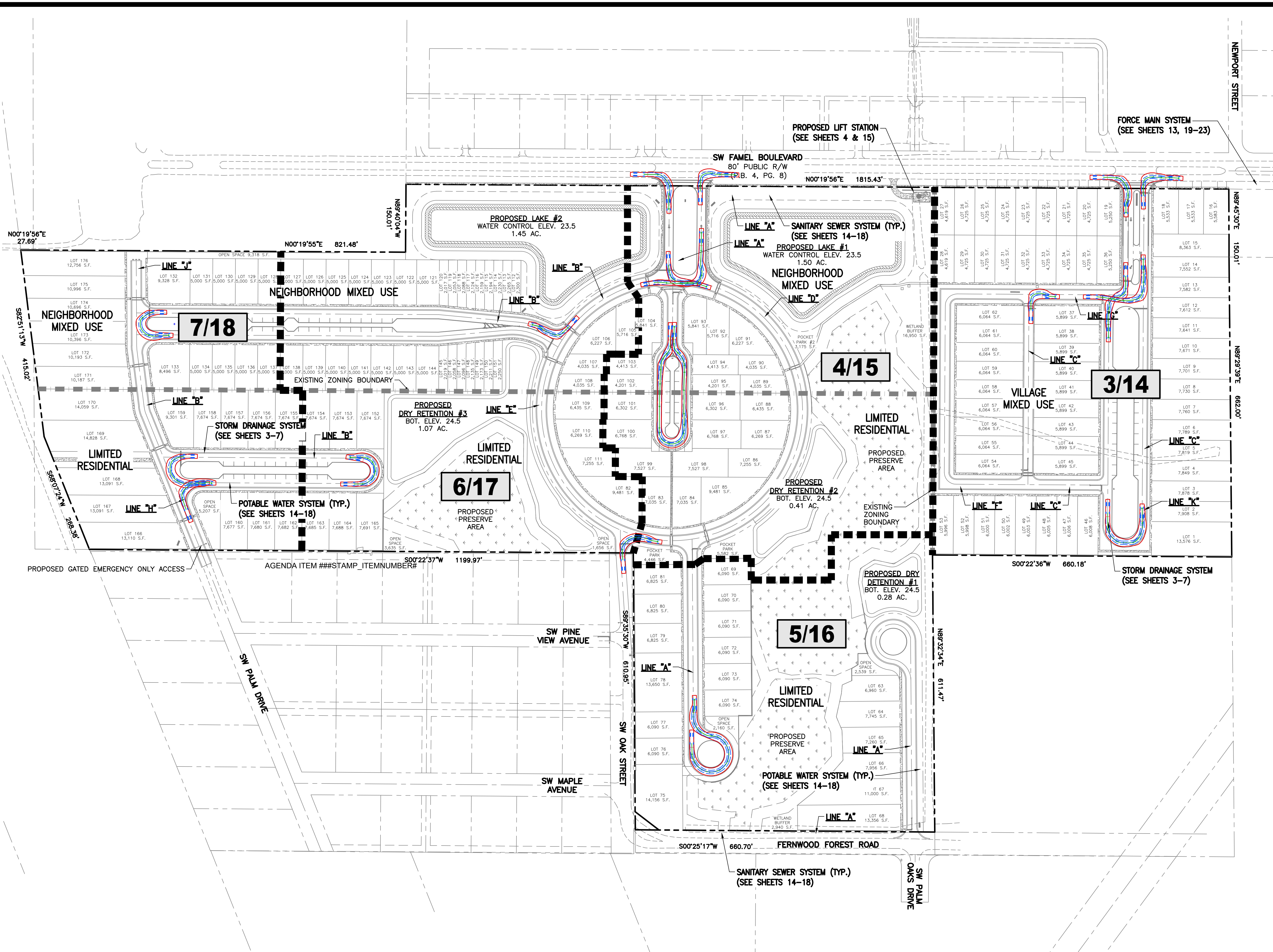
LOCATION MAP  
NOT TO SCALE



Fire Truck - Martin Cou HP 78 Aerial

Width	: 9.00
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

RED = VEHICLE BODY  
BLUE = TIRE TRACK PATH



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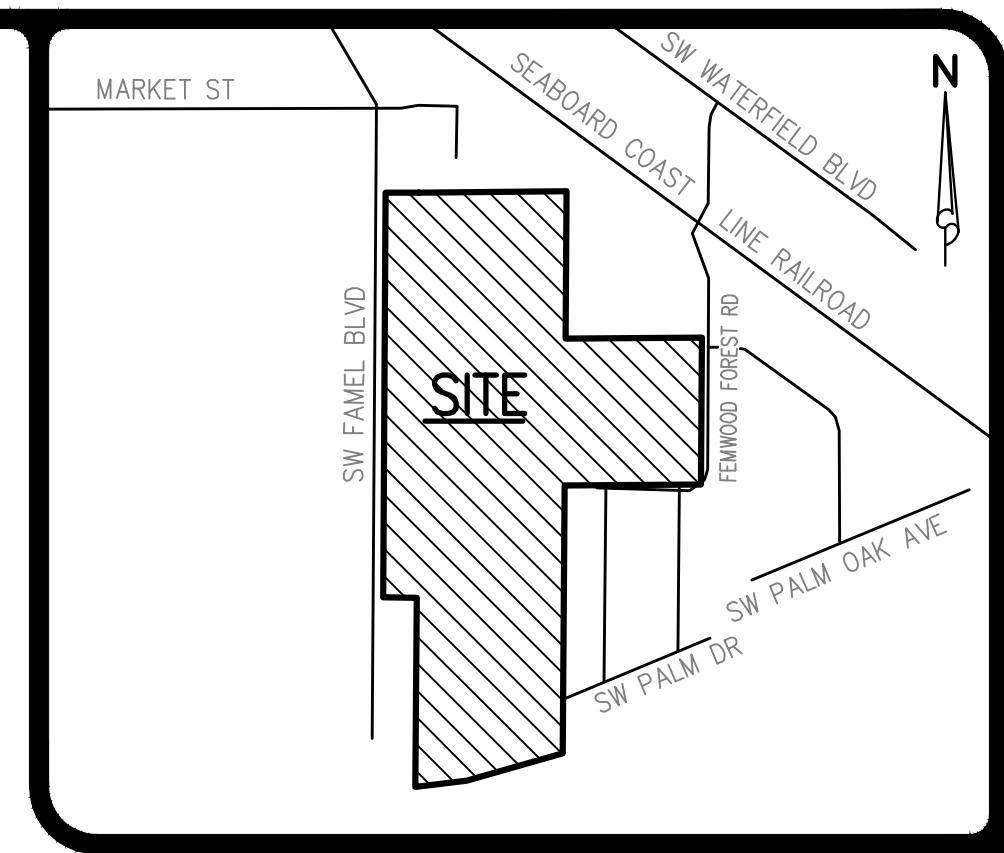
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

1.) ADDED POCKET PARKS AND EMERGENCY ONLY GATED ACCESS AT SE CORNER OF PROJECT, 04/17/23 B.L.

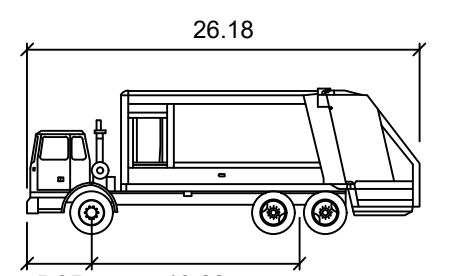
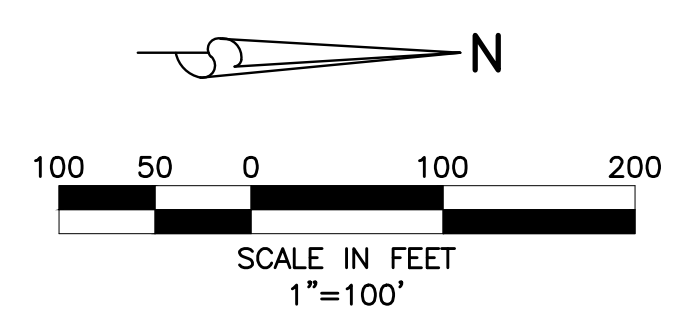
DESIGN G.B.				
DRAWN R.W.				
CHECKED				
APPROVED				
DATE				

RIVER OAK			
SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.			
THE VILLAGE OF INDIANTOWN, FLORIDA			
FIRE TRUCK AUTOTURN ANALYSIS			
JOB NO.	DRAWING NO.	SHEET	OF
20-129	20129AT01	AT-1	AT-2





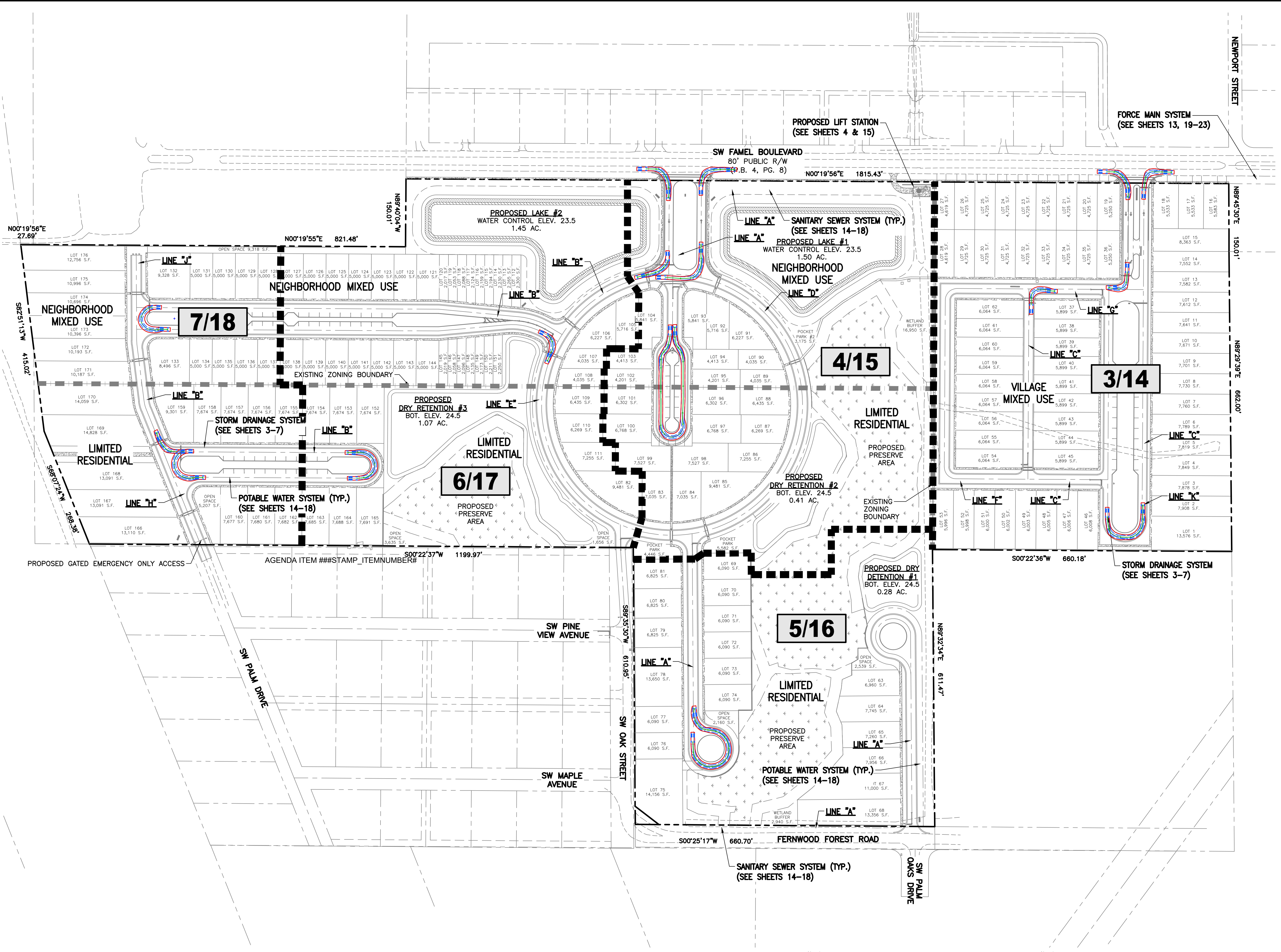
LOCATION MAP  
NOT TO SCALE



Garbage Truck 26'

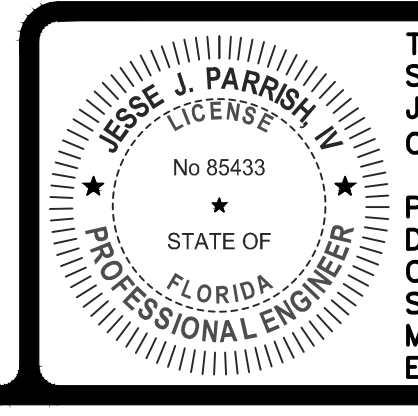
feet  
Width : 8.00  
Track : 8.00  
Lock to Lock Time : 6.0  
Steering Angle : 40.0

RED = VEHICLE BODY  
BLUE = TIRE TRACK PATH



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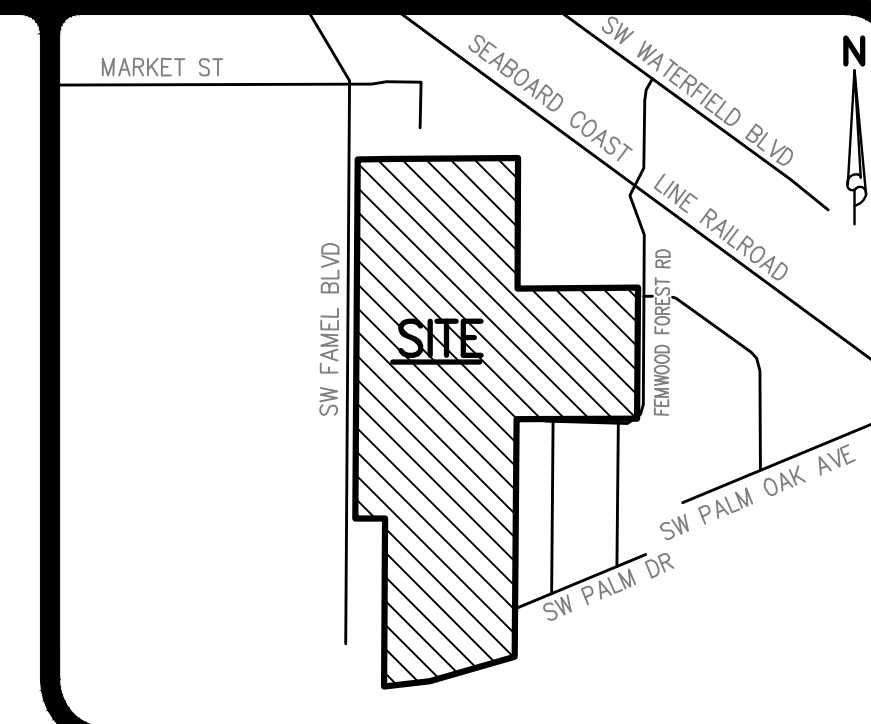


1.) ADDED POCKET PARKS AND EMERGENCY ONLY GATED ACCESS AT SE CORNER OF PROJECT, 04/17/23 B.L.

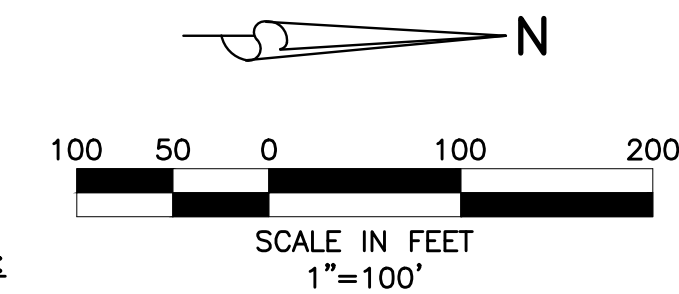
<p>ENGINEERING   PLANNING   CONSULTING   SINCE 1982</p> <p>2581 Metrocentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848</p>				
DESIGN	DRAWN	CHECKED	APPROVED	DATE
G.B.	R.W.			

<p>RIVER OAK</p> <p>SECTION 07 &amp; 08, TOWNSHIP 40S., RANGE 39E.</p> <p>THE VILLAGE OF INDIANTOWN, FLORIDA</p> <p>GARBAGE TRUCK AUTOTURN ANALYSIS</p>			
JOB NO.	DRAWING NO.	SHEET	OF
20-129	20129AT02	AT-2	AT-2





LOCATION MAP  
NOT TO SCALE



LEGAL DESCRIPTION:

PARCEL 1:

THE WEST 1/4 OF THE NW 1/4; AND SE 1/4 OF THE NW 1/4 OF NW 1/4, LESS THE EAST 50' THEREOF, OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA.

PARCEL 2:

EAST 150 FEET OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH LINE OF THE PLAT OF MARINER'S COVE, SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE EASTERLY AND WESTERLY EXTENSION OF SAID PLAT'S SOUTH LINE.

PARCEL 3:

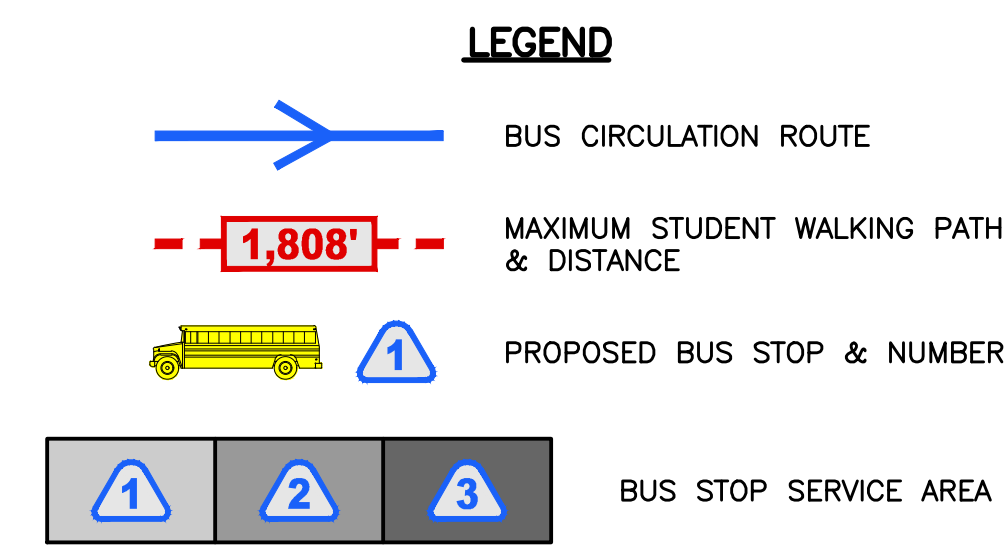
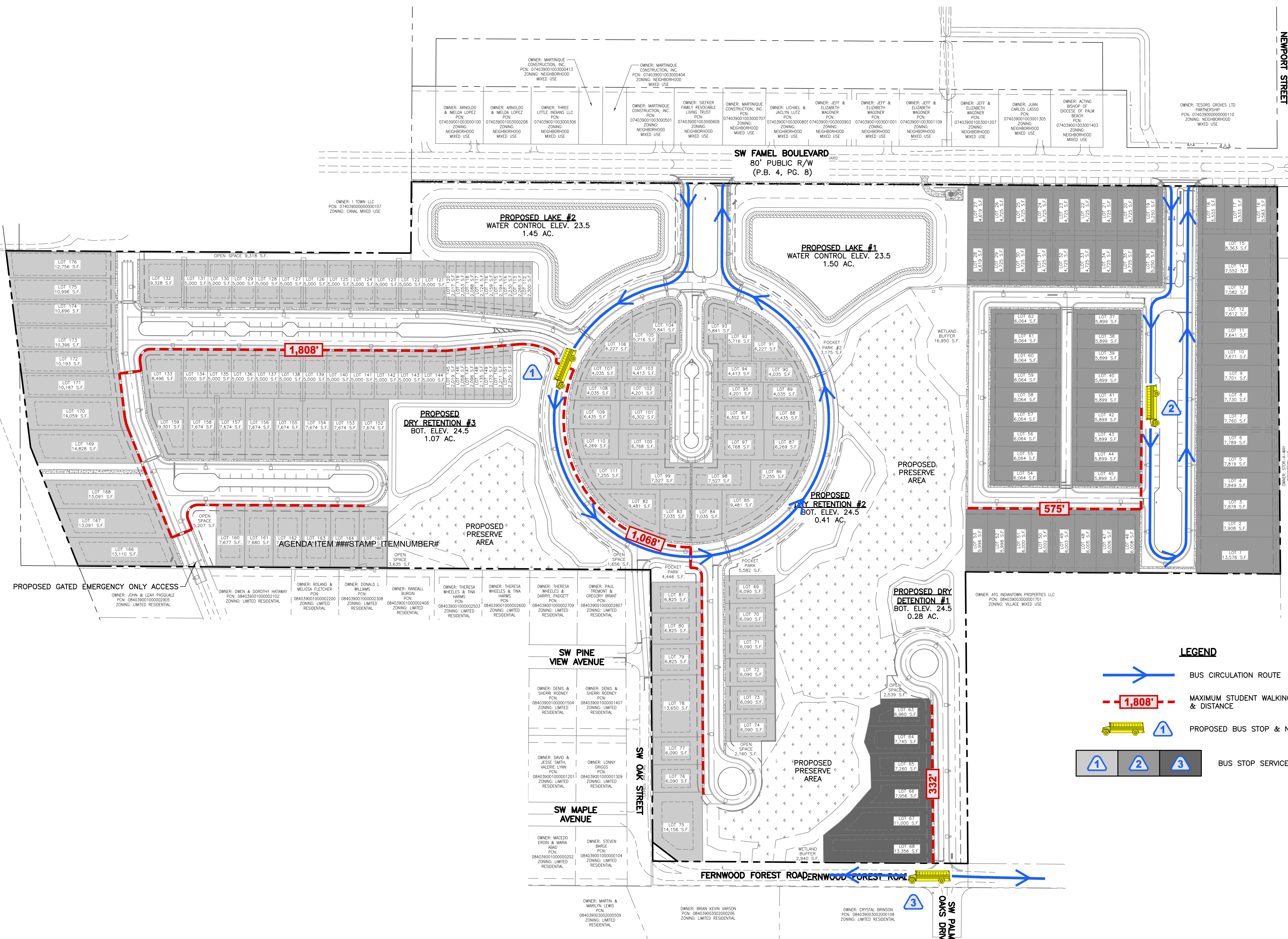
ALL THOSE LANDS LYING SOUTH OF SOUTH LINE OF THE W 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 39 EAST AND NORTH OF THE ST. LUCIE CANAL, MARTIN COUNTY, FLORIDA.

ALSO KNOWN AS:

A PARCEL OF LAND LYING IN SECTION 7 AND SECTION 8 TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE N.W. CORNER OF SAID SECTION 8; THENCE NORTH 89° 29' 39" EAST, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 662.00 FEET; THENCE SOUTH 00° 22' 36" WEST, ALONG THE EAST LINE OF THE W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 8, A DISTANCE OF 660.18 FEET; THENCE NORTH 89° 32' 34" EAST, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 8, A DISTANCE OF 611.47 FEET; THENCE SOUTH 00° 25' 17" WEST, ALONG A LINE 50' WEST OF AND PARALLEL TO THE EAST LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 660.70 FEET; THENCE SOUTH 89° 35' 30" WEST, ALONG THE SOUTH LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 610.95 FEET; THENCE SOUTH 00° 22' 37" WEST, ALONG THE SAID EAST LINE OF THE W.1/4 OF THE N.W.1/4, A DISTANCE OF 1199.97 FEET; THENCE SOUTH 68° 07' 24" WEST, ALONG THE NORTH LINE OF THE ST. LUCIE CANAL ACCORDING TO THE PLATS THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 35 AND PLAT BOOK 10 PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 268.38 FEET; THENCE SOUTH 82° 51' 13" WEST, ALONG THE SAID NORTH LINE OF THE ST. LUCIE CANAL, A DISTANCE OF 415.02 FEET; THENCE NORTH 00° 19' 55" EAST, ALONG THE WEST LINE OF SAID SECTION 8 A DISTANCE OF 27.69 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8; THENCE CONTINUE NORTH 00° 19' 55" EAST, ALONG THE SAID WEST LINE A, DISTANCE OF 821.48 FEET; THENCE NORTH 89° 40' 04" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF MARINER'S COVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4 PAGE 8 PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 150.01 FEET; THENCE NORTH 00° 19' 56" EAST, ALONG A LINE 150' WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1815.43 FEET; THENCE NORTH 89° 45' 30" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 2404107.99 SQFT OR 55.191 ACRES MORE OR LESS.



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1.) ADDED POCKET PARKS AND EMERGENCY ONLY GATED ACCESS AT SE CORNER OF PROJECT, 04/17/23 B.L.



RIVER OAK  
SECTION 07 & 08, TOWNSHIP 40S., RANGE 39E.  
THE VILLAGE OF INDIANTOWN, FLORIDA  
SCHOOL BUS PLAN

DESIGN G.B.	DRAWN R.W.	CHECKED	APPROVED	DATE
JOB NO. 20-129	DRAWING NO. 20129SDP01	SHEET SDP-1	OF SBP-1	









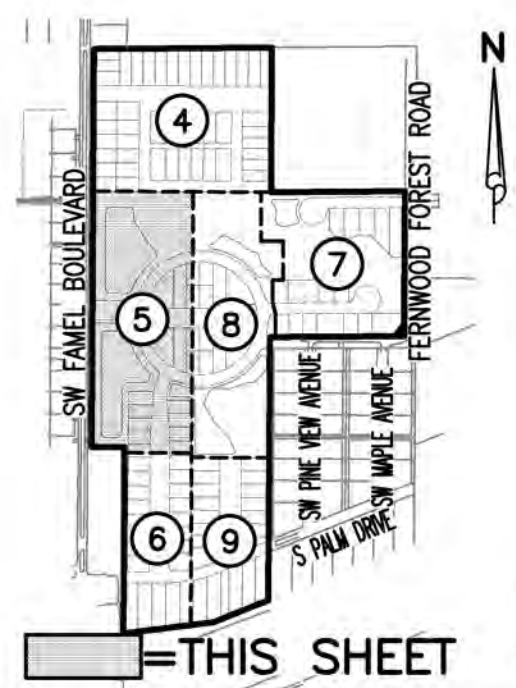






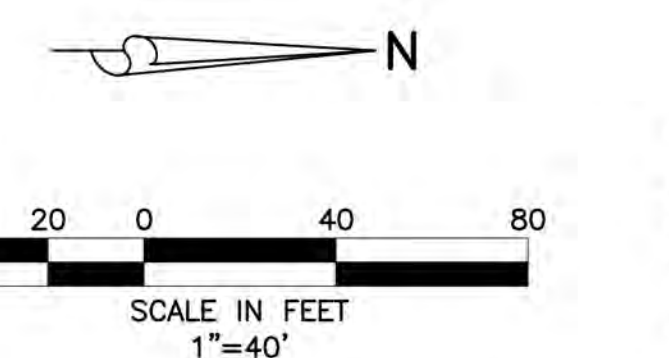
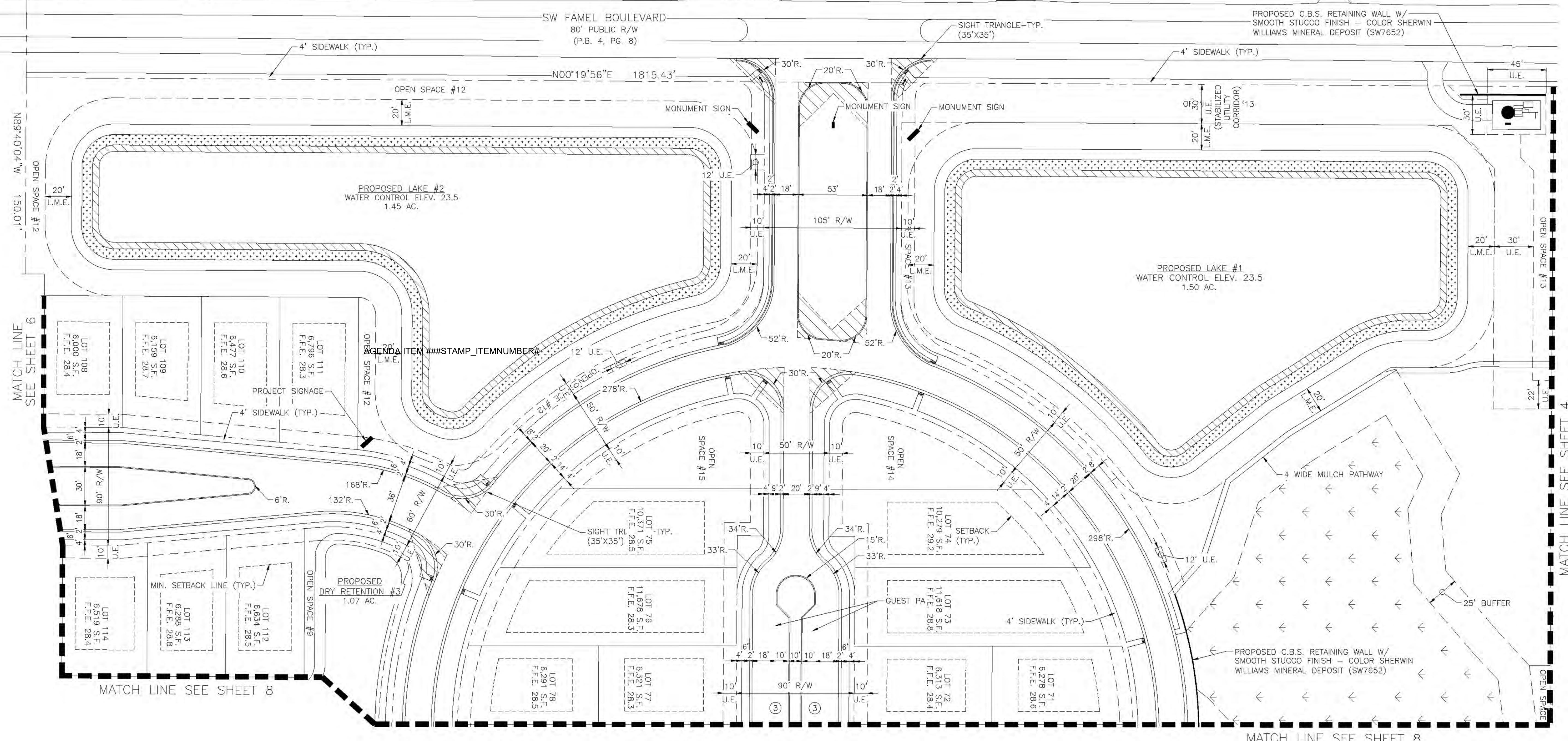






KEY MAP  
NOT TO SCALE

OWNER: ARNOLDO & IMELDA LOPEZ PCN: 074039001003000208 ZONING: NEIGHBORHOOD MIXED USE	OWNER: THREE LITTLE INDIANS LLC PCN: 074039001003000306 ZONING: NEIGHBORHOOD MIXED USE	OWNER: MARTINIQUE CONSTRUCTION, INC. PCN: 074039001003000413 ZONING: NEIGHBORHOOD MIXED USE	OWNER: MARTINIQUE CONSTRUCTION, INC. PCN: 074039001003000404 ZONING: NEIGHBORHOOD MIXED USE	OWNER: MARTINIQUE CONSTRUCTION, INC. PCN: 074039001003000501 ZONING: NEIGHBORHOOD MIXED USE	OWNER: SIEFKER FAMILY REVOCABLE LIVING TRUST PCN: 074039001003000609 ZONING: NEIGHBORHOOD MIXED USE	OWNER: MARTINIQUE CONSTRUCTION, INC. PCN: 074039001003000707 ZONING: NEIGHBORHOOD MIXED USE	OWNER: LICHAEAL & JACLYN LUTZ PCN: 074039001003000805 ZONING: NEIGHBORHOOD MIXED USE	OWNER: JEFF & ELIZABETH WAGONER PCN: 074039001003000903 ZONING: NEIGHBORHOOD MIXED USE	OWNER: JEFF & ELIZABETH WAGONER PCN: 074039001003001001 ZONING: NEIGHBORHOOD MIXED USE	OWNER: JEFF & ELIZABETH WAGONER PCN: 074039001003001109 ZONING: NEIGHBORHOOD MIXED USE
--	--	---	---	---	---	---	--	--	--	--



- ABBREVIATIONS:  
 AC. = ACRE  
 MIN. = MINIMUM  
 R. = RADIUS  
 S.F. = SQUARE FEET  
 U.E. = UTILITY EASEMENT

# SITE PLAN (DETAIL)

100 S. 2nd Street  
Fort Pierce, FL 34950

DESIGNED BY	DRAWN BY	DATE
		07/17/2024
REVISION COMMENTS		

RIVER OAK

MINOR ADMINISTRATIVE  
SITE PLAN AMENDMENT 2

VILLAGE OF INDIANTOWN      FLORIDA

SITE PLAN DETAIL

1" = 40'

SHEET 05 OF 12

PLANNER  
 REDTAIL DESIGN GROUP  
 C/O TOD MOWERY, AICP  
 100 S. 2ND STREET, UNIT 209  
 FORT PIERCE, FLORIDA 34950  
 772.742.1555





















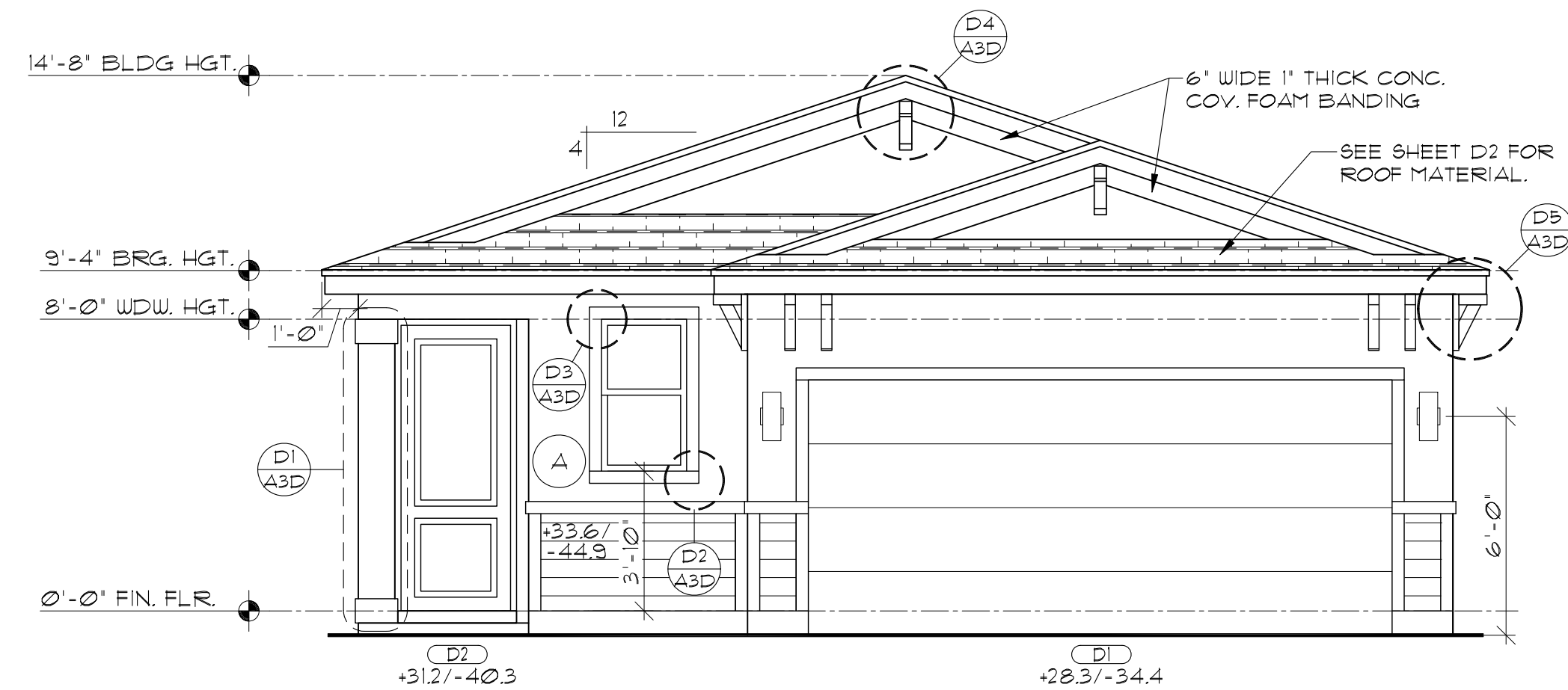






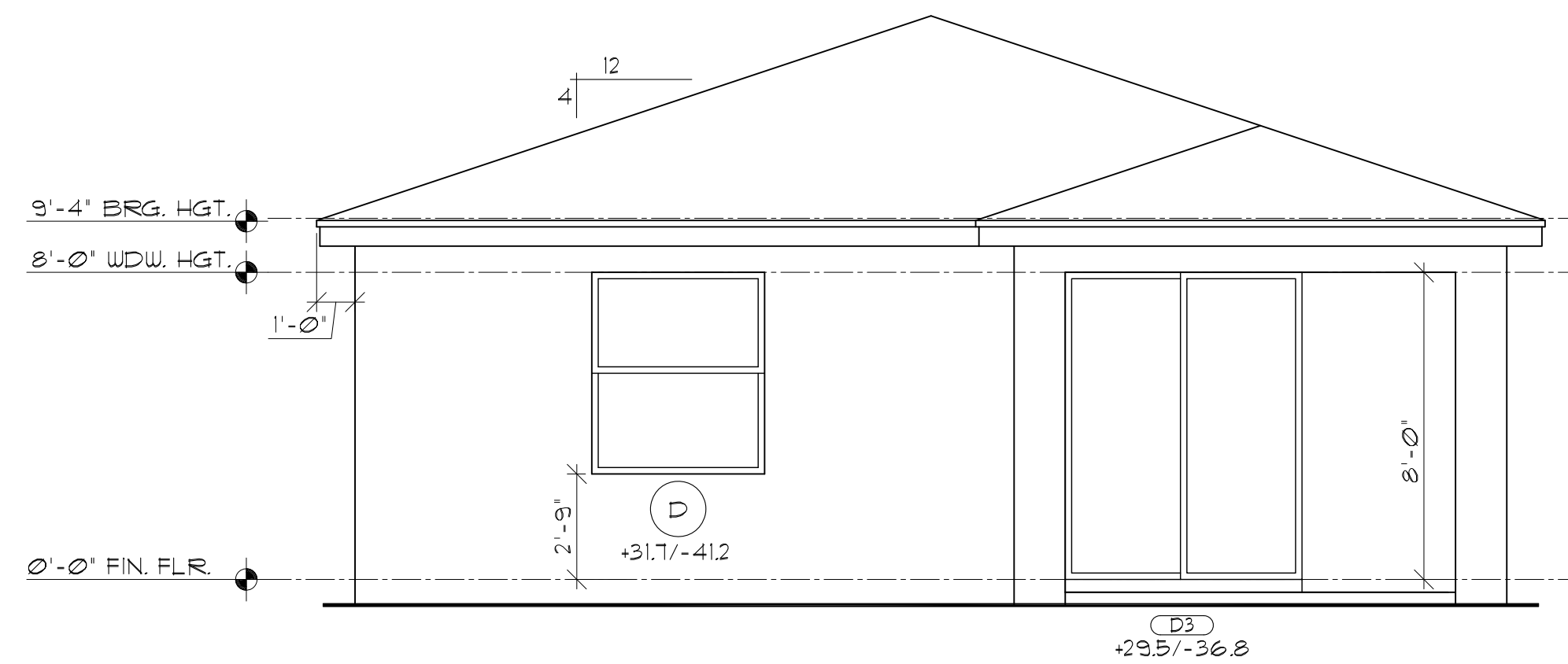






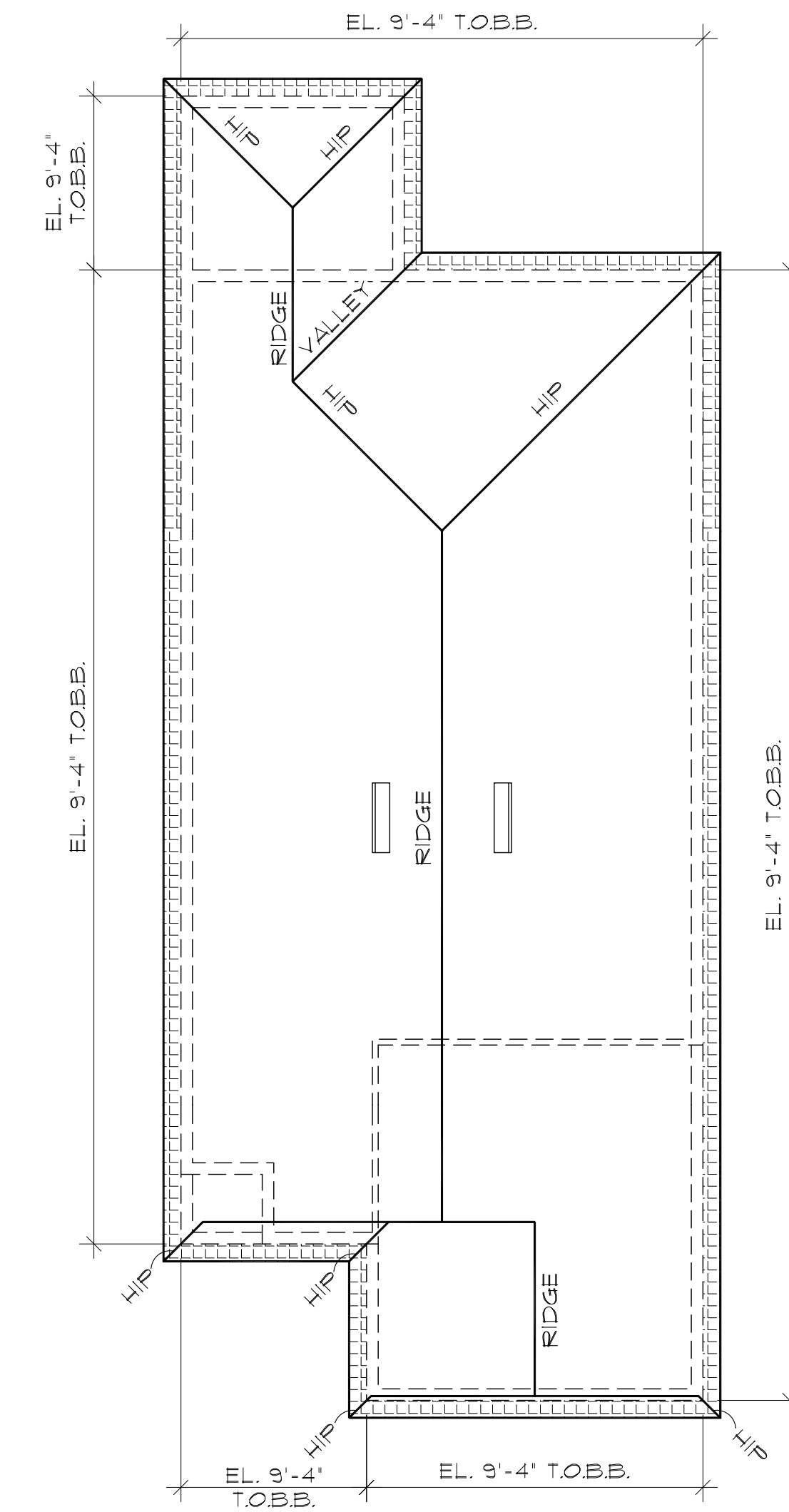
**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

AGENDA ITEM ###STAMP\_ITEMNUMBER#

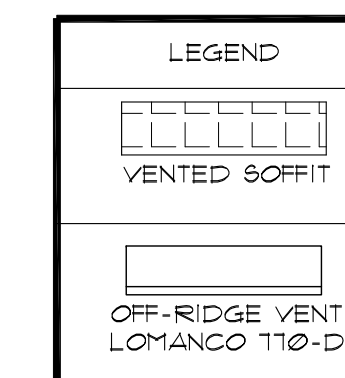


**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"

**ELEVATION "D" COASTAL**



**ROOF PLAN ELEVATION "D"**  
SCALE: 1/8" = 1'-0"



AREA OF ATTIC	=	1448 SQ. FT.
NET FREE VENTILATION AREA REQUIRED	=	17 3/8"
REQUIRED VENTILATION AREA	=	1448/200
VENTILATION AREA X SQ. INCHES PER FT. (S4E)	=	4.93
MIN. REQUIRED VENTILATION	=	69564 SQ. IN.
SUPERFICIALITY OF ATTIC	=	5X 695.04
OFF RIDGE VENTILATION AREA (UPPER PORTION OF ROOF)	=	3452/200
TOTAL # OF VENTS REQUIRED	=	3518/8
TOTAL # OF VENTS PROVIDED	=	2
% OF VENTILATION (OFF RIDGE)	=	4%
SOFFIT VENTILATION AREA	=	7 LINEAL FOOT
TOTAL LINEAL FT. OF SOFFIT VENTING PROVIDED	=	3452/77
TOTAL LINEAL FT. OF SOFFIT VENTING REQUIRED	=	48457/10644 FT
TOTAL LINEAL FT. OF SOFFIT VENTING PROVIDED	=	28 LINEAL FT
*BASED ON ATTIC TO THE REAR PORTION OF THE HOUSE (SEE THE OVERHEAD) (EXTERIOR OF WALL TO EXTERIOR OF WALL, NO OVERHANGS EXCLUDED)		

**MAIN ROOF**

<b>ROOF VENTILATION CALCULATION PER FBC 1203.2</b>	
<b>REQUIRED VENTILATION:</b>	
18 SF	x 0.13 SF.
150	
<b>SOFFIT VENTILATION TO BE PROVIDED:</b>	
0.49 SF/L.F. x 10 L.F. =	0.49 SF.
<b>GENERAL NOTE:</b>	
CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 0.49 SQUARE FEET PER LINEAL FOOT.	

**ROOF ABV. COV. ENTRY**

<b>ROOF VENTILATION CALCULATION PER FBC 1203.2</b>	
<b>REQUIRED VENTILATION:</b>	
228 SF	x 0.25 SF.
150	
<b>SOFFIT VENTILATION TO BE PROVIDED:</b>	
0.49 SF/L.F. x 48.1 L.F. =	23.26 SF.
<b>GENERAL NOTE:</b>	
CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 0.49 SQUARE FEET PER LINEAL FOOT.	

**ROOF ABV. GARAGE**

<b>ROOF VENTILATION CALCULATION PER FBC 1203.2</b>	
<b>REQUIRED VENTILATION:</b>	
128 SF	x 0.05 SF.
150	
<b>SOFFIT VENTILATION TO BE PROVIDED:</b>	
0.49 SF/L.F. x 26 L.F. =	12.6 SF.
<b>GENERAL NOTE:</b>	
CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 0.49 SQUARE FEET PER LINEAL FOOT.	

**ROOF ABV. COV. LANAI**

**ARCHITECTS**

**Design Group LLC.**  
1441 N. RONALD REAGAN BLVD.  
LONGWOOD, FL 32750  
PH: 407-774-6078  
FAX: 407-774-4078  
www.abdesigngroup.com  
AA #: 0003325

DATE	DESCRIPTION

**LENNAR**  
8895 N. Military Trail, Suite 101-B  
Palm Beach Gardens, FL 33410  
Palm Atlantic Division

**SUBDIV. & LOT:**  
RIVERWOOD  
(AMERICAN DREAM SERIES)  
PROJECT# 03300.036/####  
LENNAR# #7763  
VERSION:

ANNAPOLIS 1450, "D, E, S"  
**GARAGE SWING:**  
RIGHT  
**PAGE:**  
FRONT AND REAR ELEVATION "D"

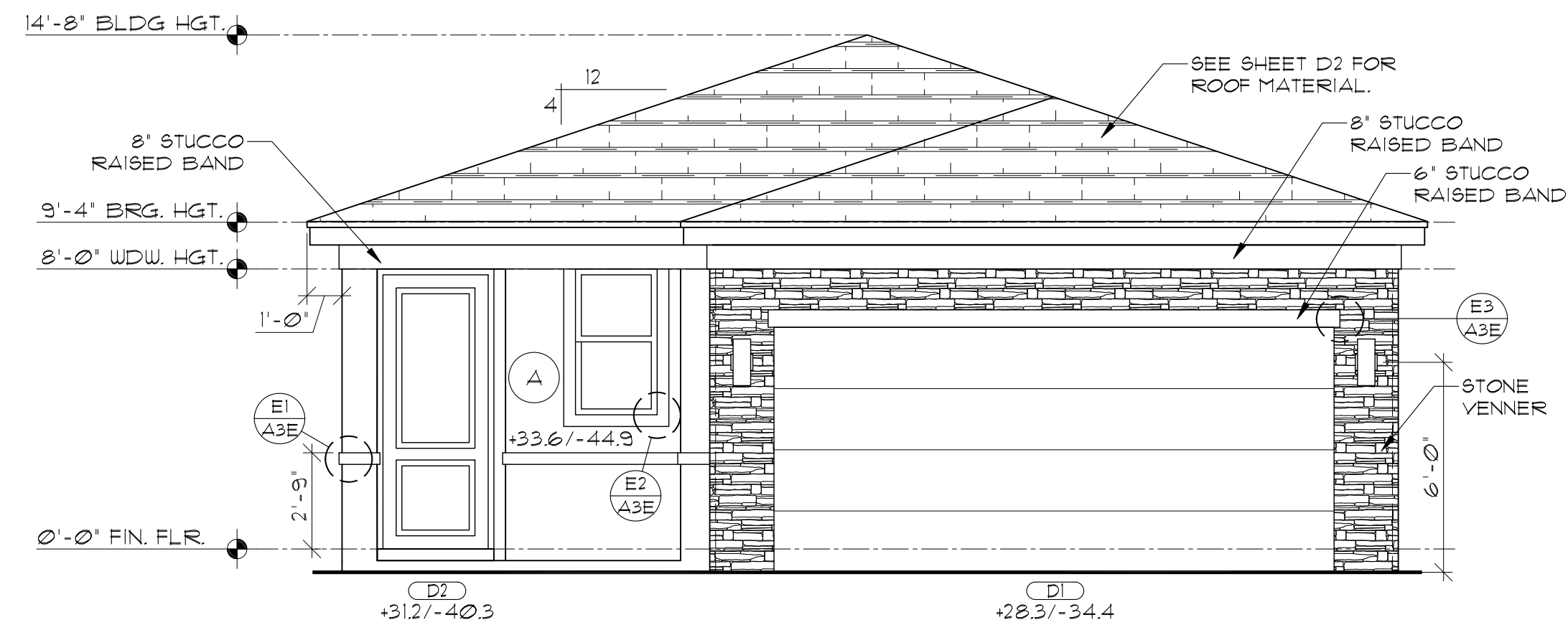
160 MPH EXPOSURE C

ARCHITECT:  
STATE OF FLORIDA

JAMES CANTWELL  
AR NO 12079

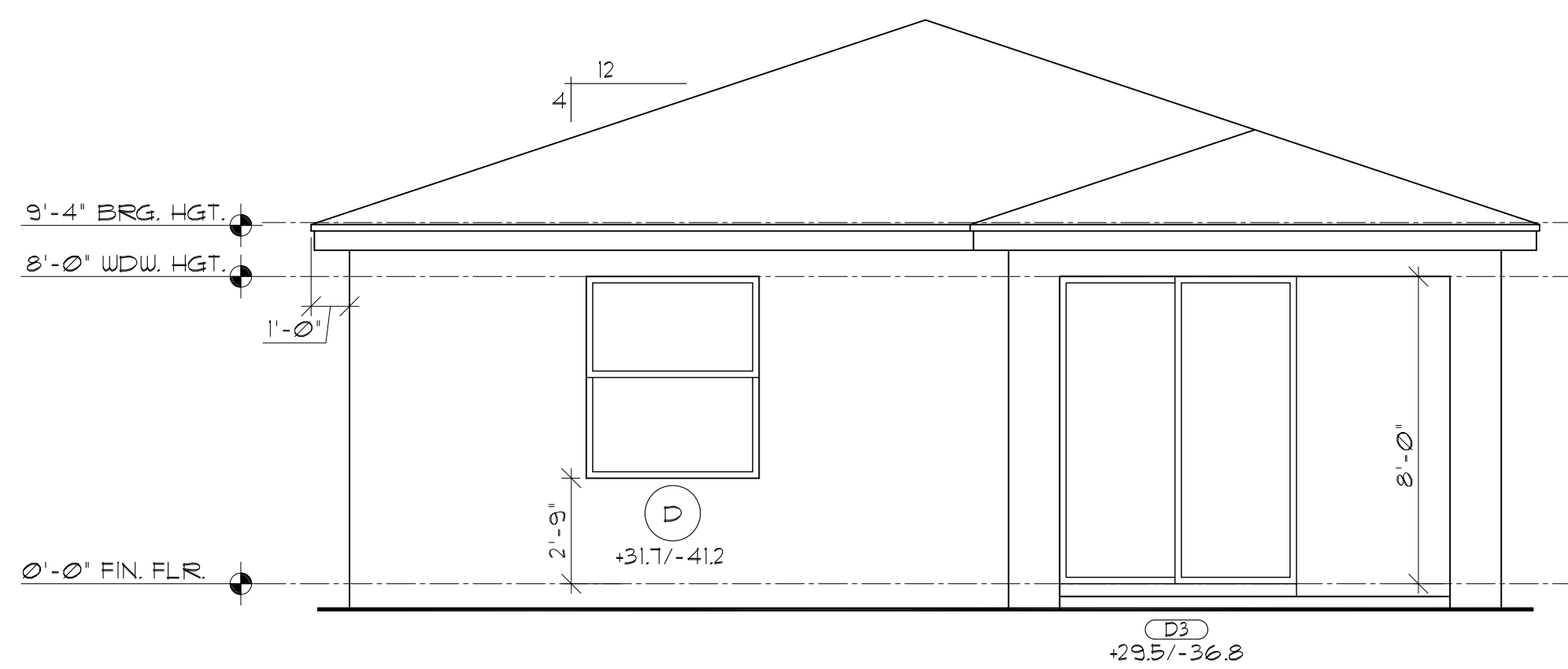
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SCALE: AS NOTED  
SHEET NO:

A2D



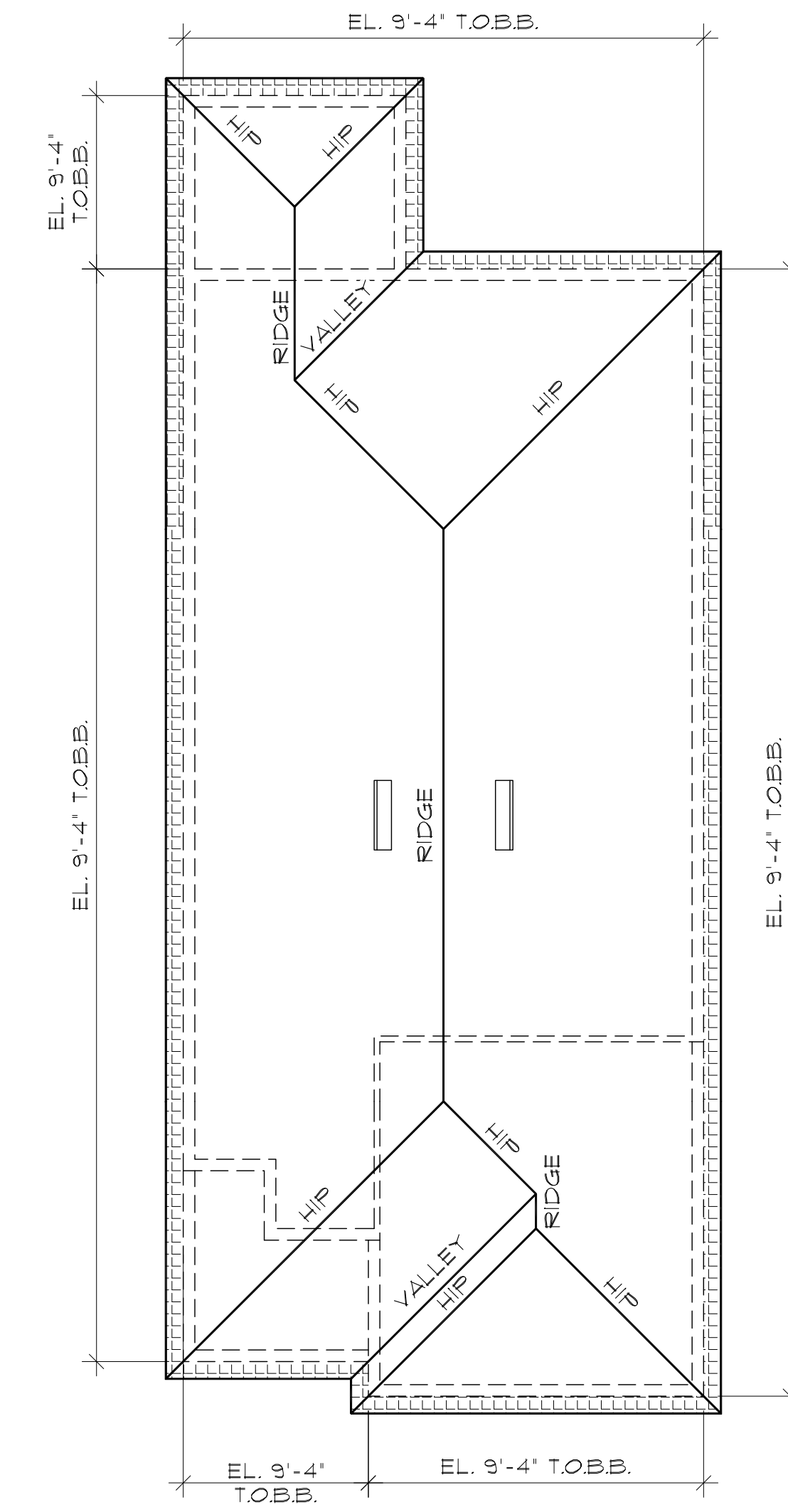
**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

AGENDA ITEM ###STAMP\_ITEMNUMBER#

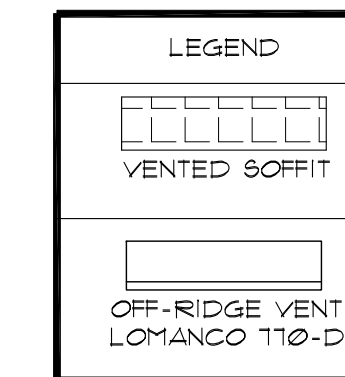


**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"

**ELEVATION "E" TRANSITIONAL**



**ROOF PLAN ELEVATION "E"**  
SCALE: 1/8" = 1'-0"



AREA OF ATTIC	=	1448 SQ. FT.
NET FREE VENTILATION AREA REQUIRED	=	17 300
REQUIRED VENTILATION AREA	=	1448 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	=	4.81
MIN. REQUIRED VENTILATION	=	486.84 SQ. IN.
MIN. REQUIRED VENTILATION	=	3 X 895.04
OFF ROOF VENTILATION AREA	=	187.53 SQ. IN.
(EXTERIOR PORTION OF ROOF)	=	138 SQ. IN. PER VENT
TOTAL AREA OF VENTS PROVIDED	=	2151.04
TOTAL AREA OF VENTS PROVIDED	=	2
% OF VENTILATION (OFF ROOF)	=	46%
SOFFIT VENTILATION AREA	=	7 SQ. FT. PER LINEAL FOOT
TOTAL LINEAL FT. OF SOFFIT VENTS PROVIDED	=	387.57 FT.
TOTAL LINEAL FT. OF SOFFIT VENTS PROVIDED	=	86.84 LINEAL FT.
TOTAL LINEAL FT. OF SOFFIT VENTS PROVIDED	=	135 LINEAL FT.

**MAIN ROOF**

<b>ROOF VENTILATION CALCULATION PER FBC 12032</b>	
REQUIRED VENTILATION:	93 SQ. FT. X 2.50 SF. = 232.5 SF.
SOFFIT VENTILATION TO BE PROVIDED:	080 SF./L.F. X 10 L.F. = 800 SF.
GENERAL NOTE:	CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 249 SQUARE FEET PER LINEAL FOOT.

**ROOF ABV. COV. ENTRY**

<b>ROOF VENTILATION CALCULATION PER FBC 12032</b>	
REQUIRED VENTILATION:	128 SQ. FT. X 2.50 SF. = 320 SF.
SOFFIT VENTILATION TO BE PROVIDED:	049 SF./L.F. X 41.1 L.F. = 2013 SF.
GENERAL NOTE:	CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 249 SQUARE FEET PER LINEAL FOOT.

**ROOF ABV. GARAGE**

<b>ROOF VENTILATION CALCULATION PER FBC 12032</b>	
REQUIRED VENTILATION:	128 SQ. FT. X 2.50 SF. = 320 SF.
SOFFIT VENTILATION TO BE PROVIDED:	049 SF./L.F. X 38 L.F. = 186 SF.
GENERAL NOTE:	CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 249 SQUARE FEET PER LINEAL FOOT.

**ROOF ABV. COV. LANAI**

**ARCHITECTS**  
**AB Design Group LLC.**  
1441 N. RONALD REAGAN BLVD.  
LONGWOOD, FL 32750  
PH: 407-774-6078  
FAX: 407-774-4078  
www.abdesigngroup.com  
AA #: 0003325

DATE	
DESCRIPTION	

**LENNAR**  
8895 N. Military Trail, Suite 101-B  
Palm Beach Gardens, FL 33410  
Palm Atlantic Division

**SUBDIV. & LOT:**  
RIVERWOOD

(AMERICAN DREAM SERIES)  
PROJECT# 03300.036/####

LENNAR# #7763

VERSION:  
ANNAPOLIS 1450, "D, E, S"  
GARAGE SWING:  
RIGHT

PAGE:  
FRONT AND REAR ELEVATION "E"

160 MPH EXPOSURE C

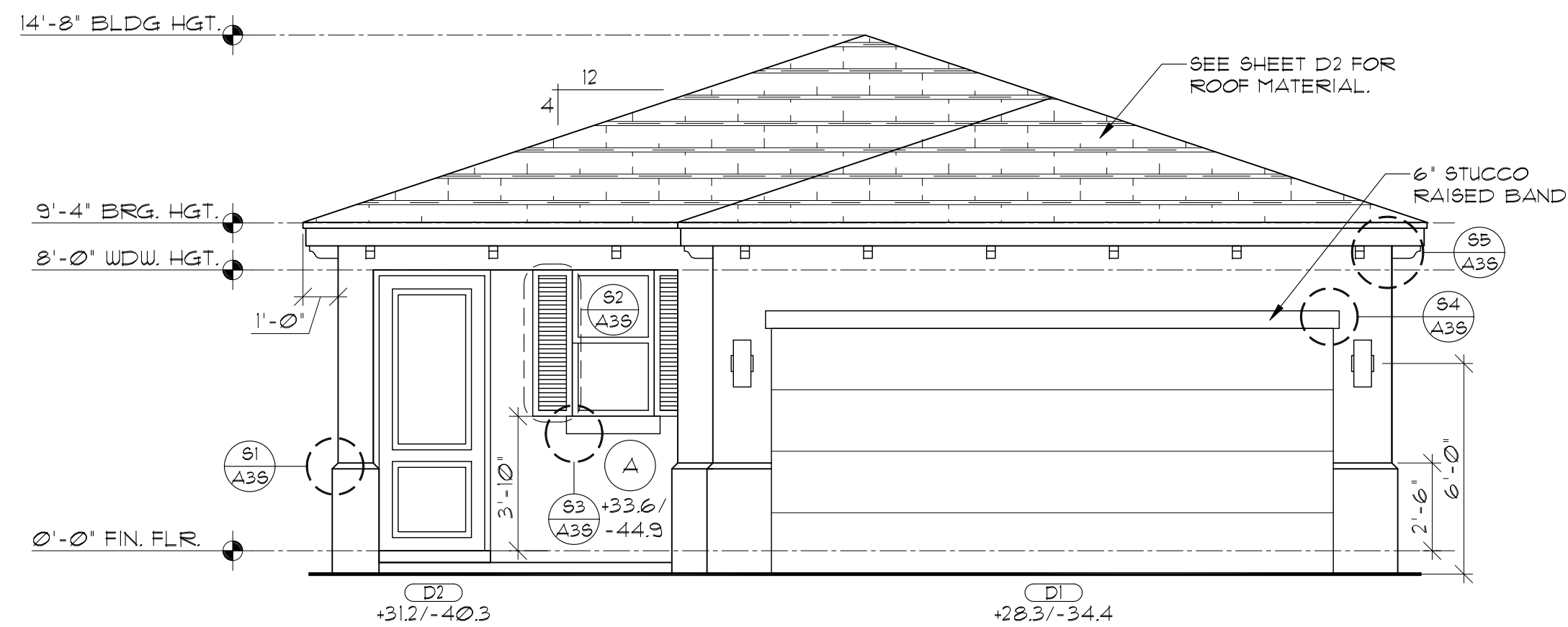
ARCHITECT:  
STATE OF FLORIDA

JAMES CANTWELL  
AR NO 12079

PLAN DATE: 04/04/24

SCALE: AS NOTED  
SHEET NO:

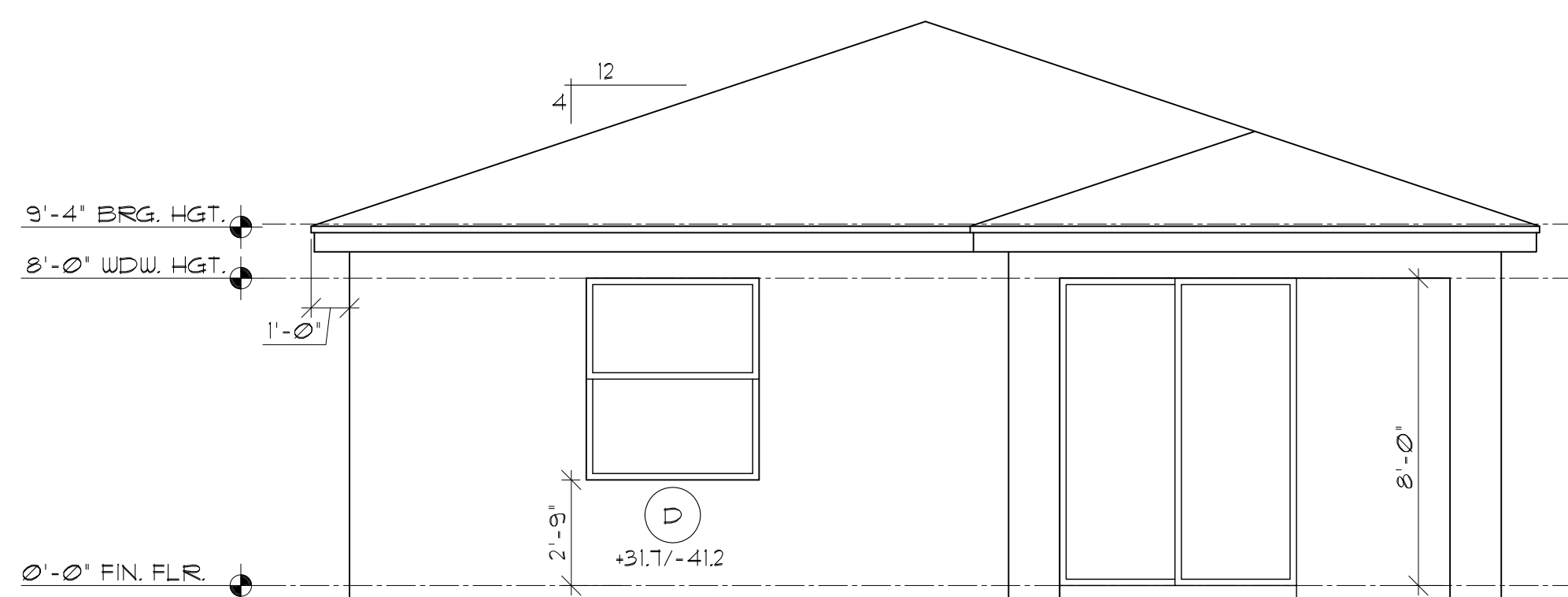
A2E



**FRONT ELEVATION**

SCALE: 1/4" = 1'-0"

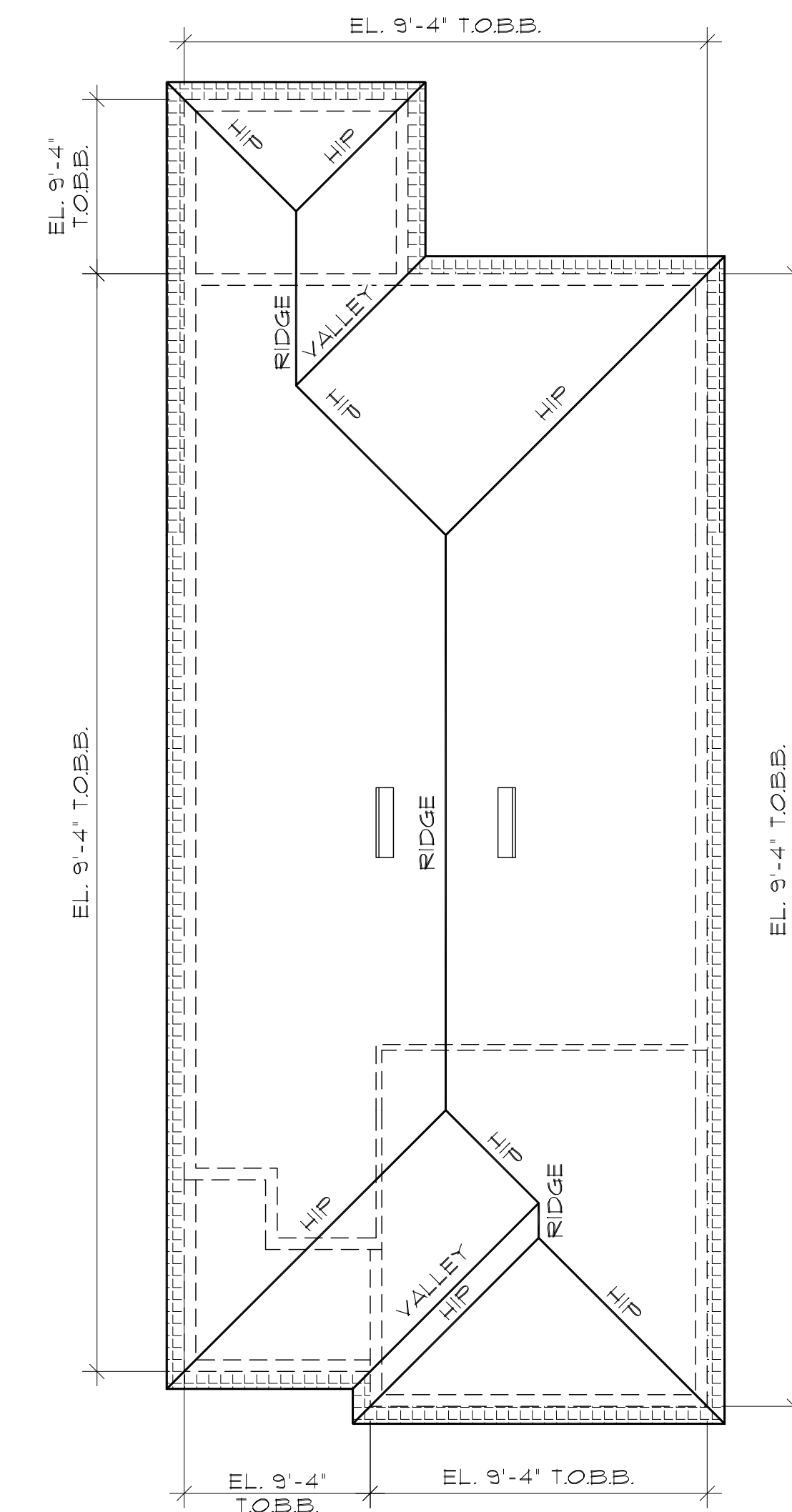
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**REAR ELEVATION**

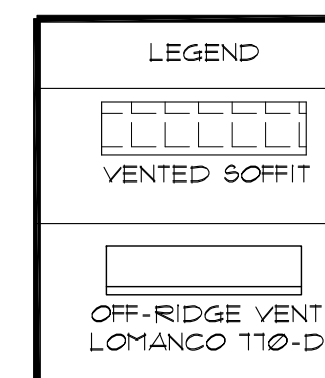
SCALE: 1/4" = 1'-0"

**ELEVATION "S" BRITISH INDIES COASTAL**



**ROOF PLAN ELEVATION "S"**

SCALE: 1/8" = 1'-0"



AREA OF ATTIC	=	1440 SQ. FT.
NET FREE VENTILATION AREA REQUIRED	=	17 300
REQUIRED VENTILATION AREA	=	1440 S.F.
VENTILATION AREA x SQ. INCHES PER FT. (144)	=	4.8
MIN. REQUIRED VENTILATION	=	480 SQ. IN.
MIN. REQUIRED VENTILATION	=	3 x 895.04
OFF ROOF VENTILATION AREA	=	1471.50 SQ. IN.
EXTERIOR PORTION OF ROOF	=	138 SQ. IN. PER VENT
TOTAL AREA OF VENTS PROVIDED	=	2151.04
TOTAL AREA VENT PROVIDED	=	2
% OF VENTILATION (OFF ROOF)	=	48%
SOFFIT VENTILATION AREA	=	7 SQ. FEET PER FOOT
TOTAL LINEAL FT OF SOFFIT VENTILATION REQUIRED	=	347.57 FT
TOTAL LINEAL FT OF SOFFIT VENTILATION PROVIDED	=	64.843 LINEAL FT
TOTAL LINEAL FT OF SOFFIT VENTILATION PROVIDED	=	135 LINEAL FT

**MAIN ROOF**

<b>ROOF VENTILATION CALCULATION PER FBC 12032</b>	
REQUIRED VENTILATION:	93 S.F. x 0.13 S.F. = 12.09 S.F.
SOFFIT VENTILATION TO BE PROVIDED:	200 S.F./L.F. x 10 L.F. = 2000 S.F.
GENERAL NOTE:	CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 249 SQUARE FEET PER LINEAL FOOT.

**ROOF ABV. COV. ENTRY**

<b>ROOF VENTILATION CALCULATION PER FBC 12032</b>	
REQUIRED VENTILATION:	388 S.F. x 2.58 S.F. = 999.04 S.F.
SOFFIT VENTILATION TO BE PROVIDED:	0.49 S.F./L.F. x 411 L.F. = 201.43 S.F.
GENERAL NOTE:	CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 249 SQUARE FEET PER LINEAL FOOT.

**ROOF ABV. GARAGE**

<b>ROOF VENTILATION CALCULATION PER FBC 12032</b>	
REQUIRED VENTILATION:	128 S.F. x 0.25 S.F. = 32 S.F.
SOFFIT VENTILATION TO BE PROVIDED:	0.49 S.F./L.F. x 36 L.F. = 17.64 S.F.
GENERAL NOTE:	CONTINUOUS SOFFIT VENT PROVIDES 1 SQUARE INCHES OR 249 SQUARE FEET PER LINEAL FOOT.

**ROOF ABV. COV. LANAI**

**ARCHITECTS**  
  
**AB Design Group LLC.**  
 1441 N. RONALD REAGAN BLVD.  
 LONGWOOD, FL 32750  
 PH: 407-774-6078  
 FAX: 407-774-4078  
 www.abdesigngroup.com  
 AA #: 0003325

DATE	DESCRIPTION

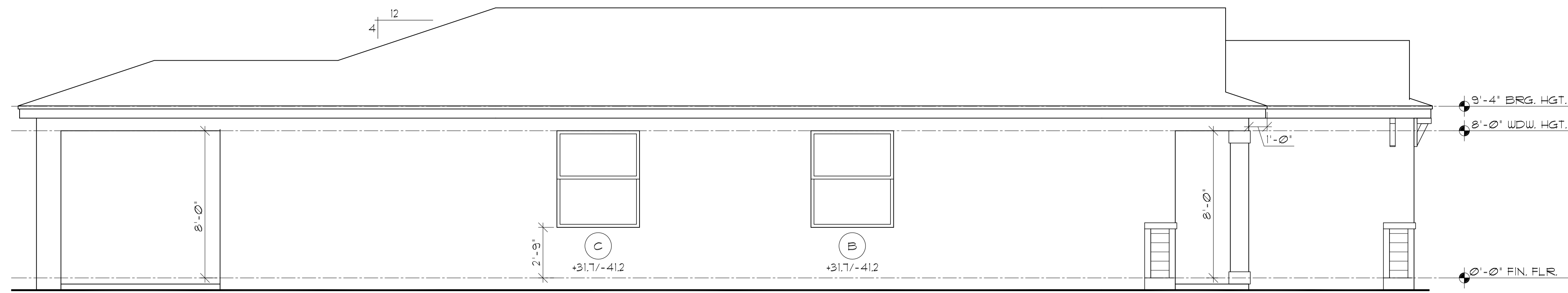
**LENNAR**  
 8895 N. Military Trail, Suite 101-B  
 Palm Beach Gardens, FL 33410  
 Palm Atlantic Division

**SUBDIV. & LOT:**  
 RIVERWOOD  
 (AMERICAN DREAM SERIES)  
 PROJECT# 03300.036/#####  
 LENNAR# #7763  
 VERSION#

ANNAPOLIS 1450, "D, E, S"  
**GARAGE SWING:**  
 RIGHT  
**PAGE:**  
 FRONT AND REAR ELEVATION "S"  
 160 MPH EXPOSURE C

**ARCHITECT:**  
 STATE OF FLORIDA  
 JAMES CANTWELL  
 AR NO 12079

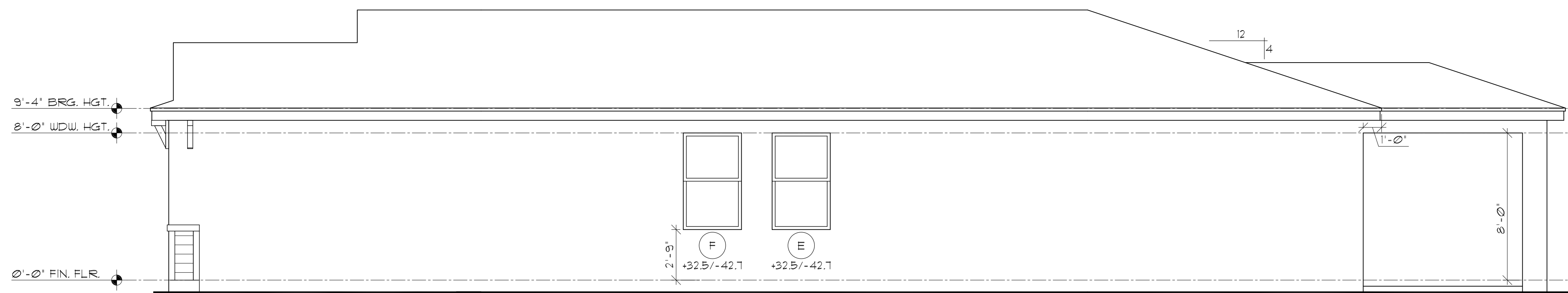
**PLAN DATE:** 04/04/24  
**SCALE:** AS NOTED  
**SHEET NO:**  
 A2S



**LEFT ELEVATION**

SCALE: 1/4" = 1'-0"

AGENDA ITEM ###STAMP\_ITEMNUMBER#

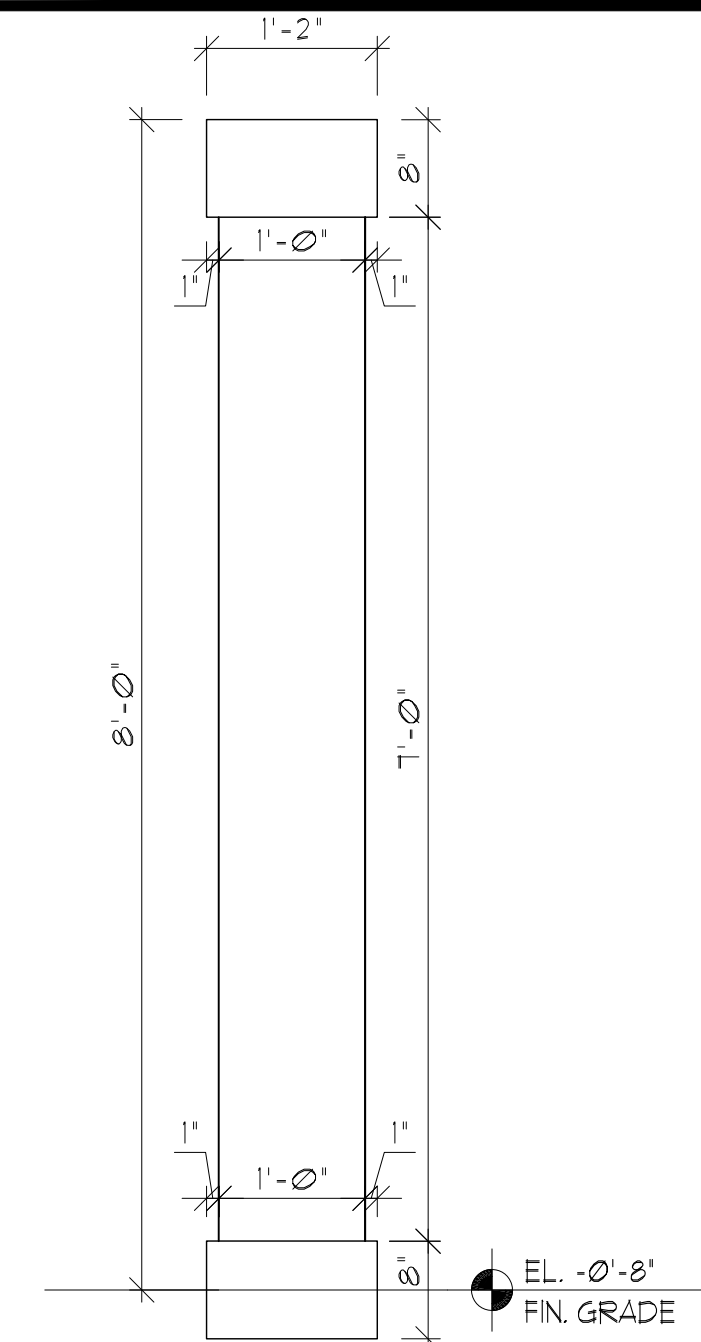


**RIGHT ELEVATION**

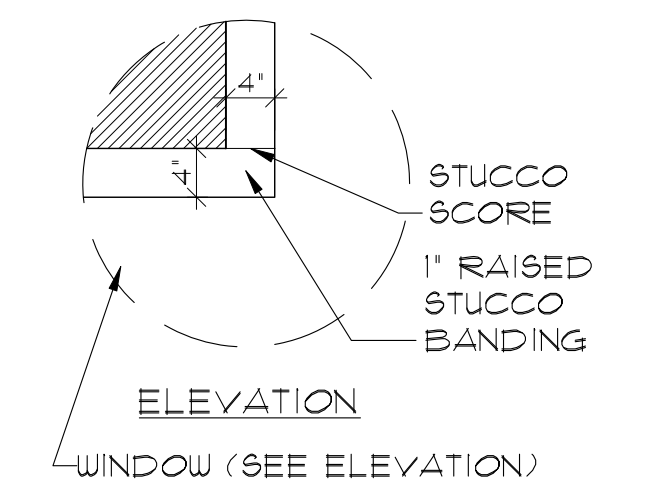
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**NOTE:**

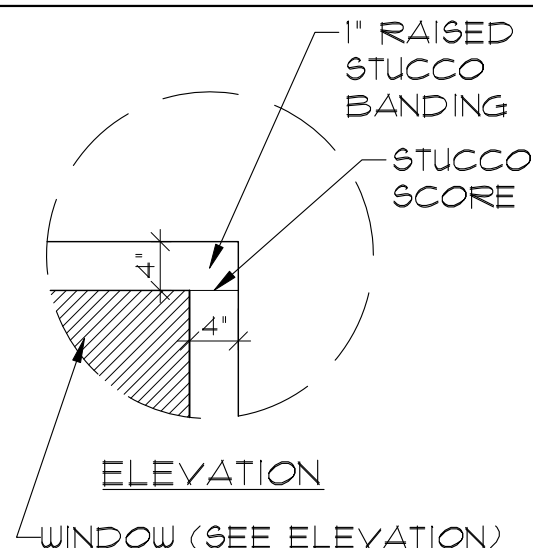
- DETAILS INSTALLED PER MANUFACTURER'S RECOMMENDATION.
- DETAILS SHALL HAVE TRADITIONAL LOOK AND SMOOTH FINISH UNO.
- DECORATIVE SHUTTERS TO BE HIGH DENSITY FOAM.
- DETAIL TO BE PRECAST OR FOAM/EPB.
- MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
- WINDOW SILLS/TRIM, WATERTABLE, DECO COLUMNS TO BE CONCRETE COVERED FOAM ON THE FIRST FLOOR, FOAM W/STUCCO FINISH ON THE SECOND FLOOR; EAVE MOLDING TO BE FOAM W/STUCCO FINISH INCLUDING FAUX BALCONY BALUSTRADES.



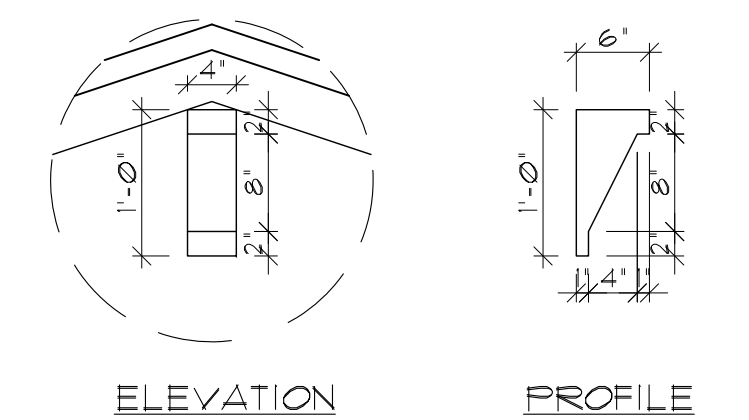
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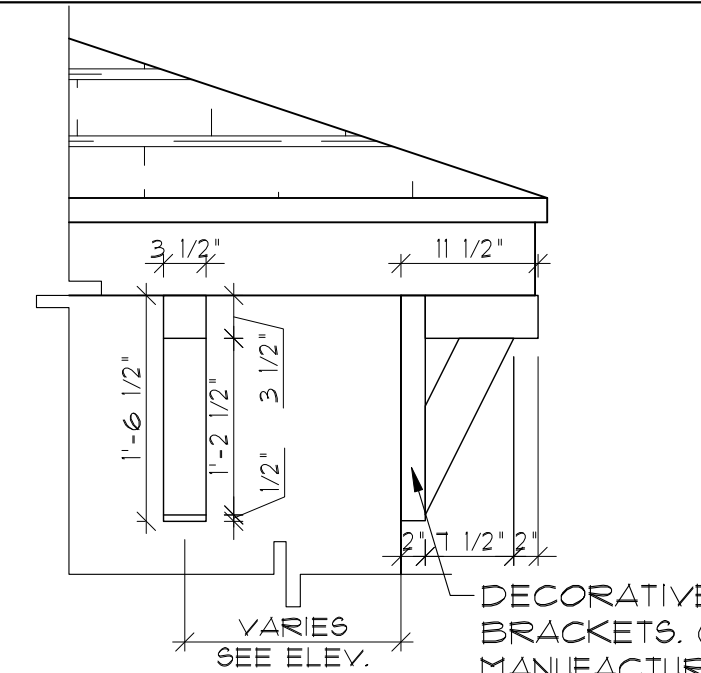
**D2 DETAIL**  
SCALE: 3/4" = 1'-0"



**D3 DETAIL**  
SCALE: 3/4" = 1'-0"



**D4 DETAIL**  
SCALE: 3/4" = 1'-0"



**D5 DETAIL**  
SCALE: 3/4" = 1'-0"

**ARCHITECTS**

**Design Group LLC.**  
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AA #: 0003325

DATE	DESCRIPTION

**LENNAR**  
8895 N. Military Trail, Suite 101-B  
Palm Beach Gardens, FL 33410  
Palm Atlantic Division

**SUBDIV. & LOT:**  
RIVERWOOD  
(AMERICAN DREAM SERIES)  
PROJECT# 03300.036/#####  
LENNAR# #7763  
VERSION:  
ANNAPOLIS 1450, "D, E, S"  
GARAGE SWING:  
RIGHT  
PAGE:  
LEFT AND  
RIGHT  
ELEVATION  
"D"  
160 MPH EXPOSURE C

**ARCHITECT:**  
STATE OF FLORIDA  
JAMES CANTWELL  
AR NO 12079

**PLAN DATE:** 04/04/24  
**SCALE:** AS NOTED  
**SHEET NO:**  
A3D

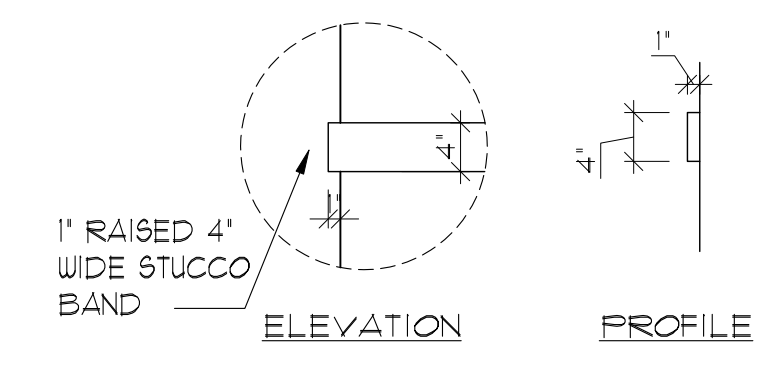
DATE	DESCRIPTION

**LENNAR**  
 8895 N. Military Trail, Suite 101-B  
 Palm Beach Gardens, FL 33410  
 Palm Atlantic Division

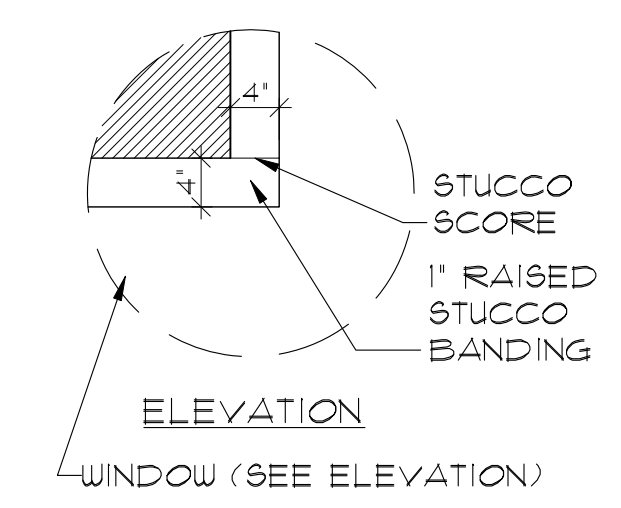
**SUBDIV. & LOT:**  
 RIVERWOOD  
 (AMERICAN DREAM SERIES)  
 PROJECT# 03300.036/####  
 LENNAR# #7763  
 VERSION:  
 ANNAPOLIS 1450, "D. E. S"  
 GARAGE SWING:  
 RIGHT  
 PAGE:  
 LEFT AND  
 RIGHT  
 ELEVATION  
 "E"  
 160 MPH EXPOSURE C

**ARCHITECT:**  
 STATE OF FLORIDA  
 JAMES CANTWELL  
 AR NO 12079

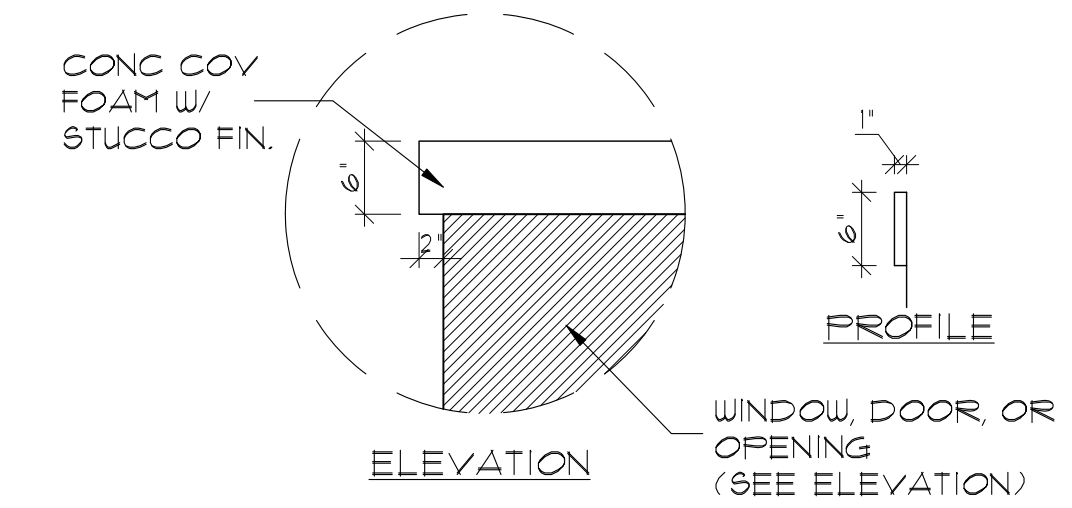
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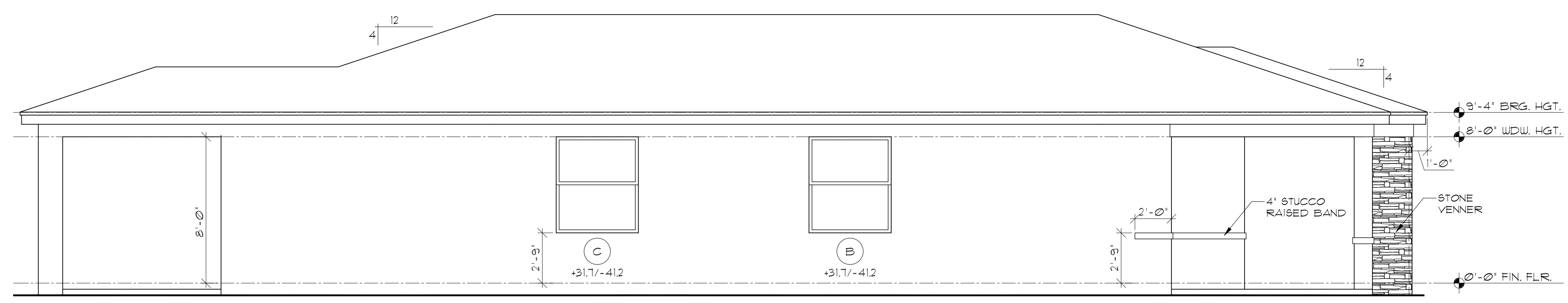
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**E2 DETAIL**  
 SCALE: 3/4" = 1'-0"

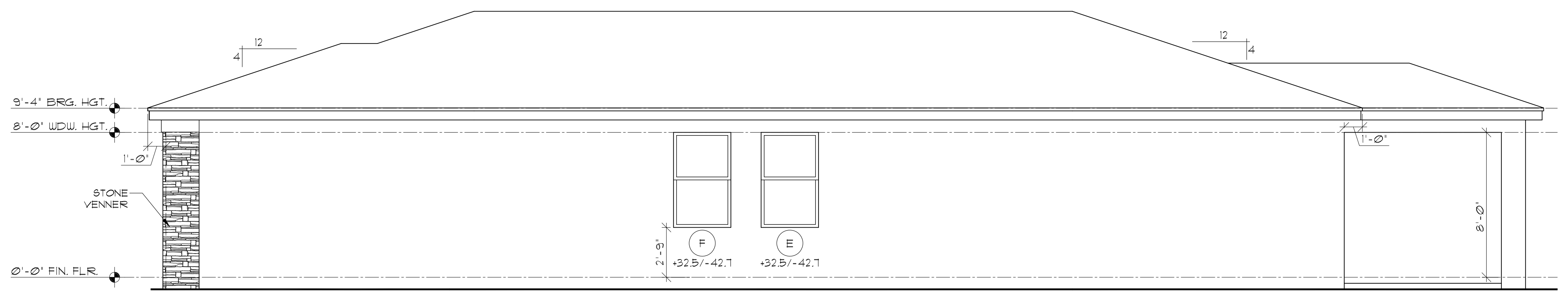


**E3 DETAIL**  
 SCALE: 3/4" = 1'-0"



**LEFT ELEVATION**  
 SCALE: 1/4" = 1'-0"

AGENDA ITEM ###STAMP\_ITEMNUMBER#



**RIGHT ELEVATION**  
 SCALE: 1/4" = 1'-0"

NOTE:

- DETAILS INSTALLED PER MANUFACTURER'S RECOMMENDATION.
- DETAILS SHALL HAVE TRADITIONAL LOOK AND SMOOTH FINISH UNO.
- DECORATIVE SHUTTERS TO BE HIGH DENSITY FOAM.
- DETAIL TO BE PRECAST OR FOAM/EPS.
- MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
- WINDOW SILL/TRIM, WATERABLE, DECO COLUMNS TO BE CONCRETE COVERED FOAM ON THE FIRST FLOOR, FOAM W/STUCCO FINISH ON THE SECOND FLOOR. EAVE MOLDING TO BE FOAM W/STUCCO FINISH INCLUDING FAUX BALCONY BALUSTRADES.

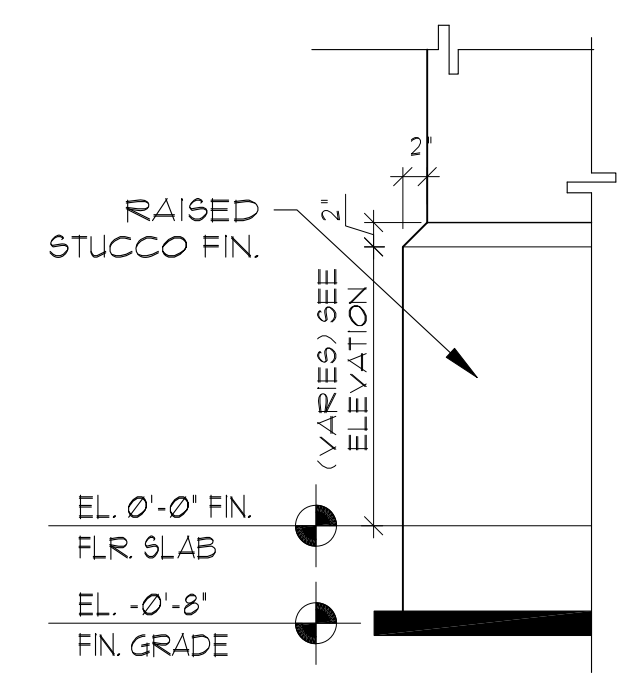
DATE	DESCRIPTION

**LENNAR**  
 8895 N. Military Trail, Suite 101-B  
 Palm Beach Gardens, FL 33410  
 Palm Atlantic Division

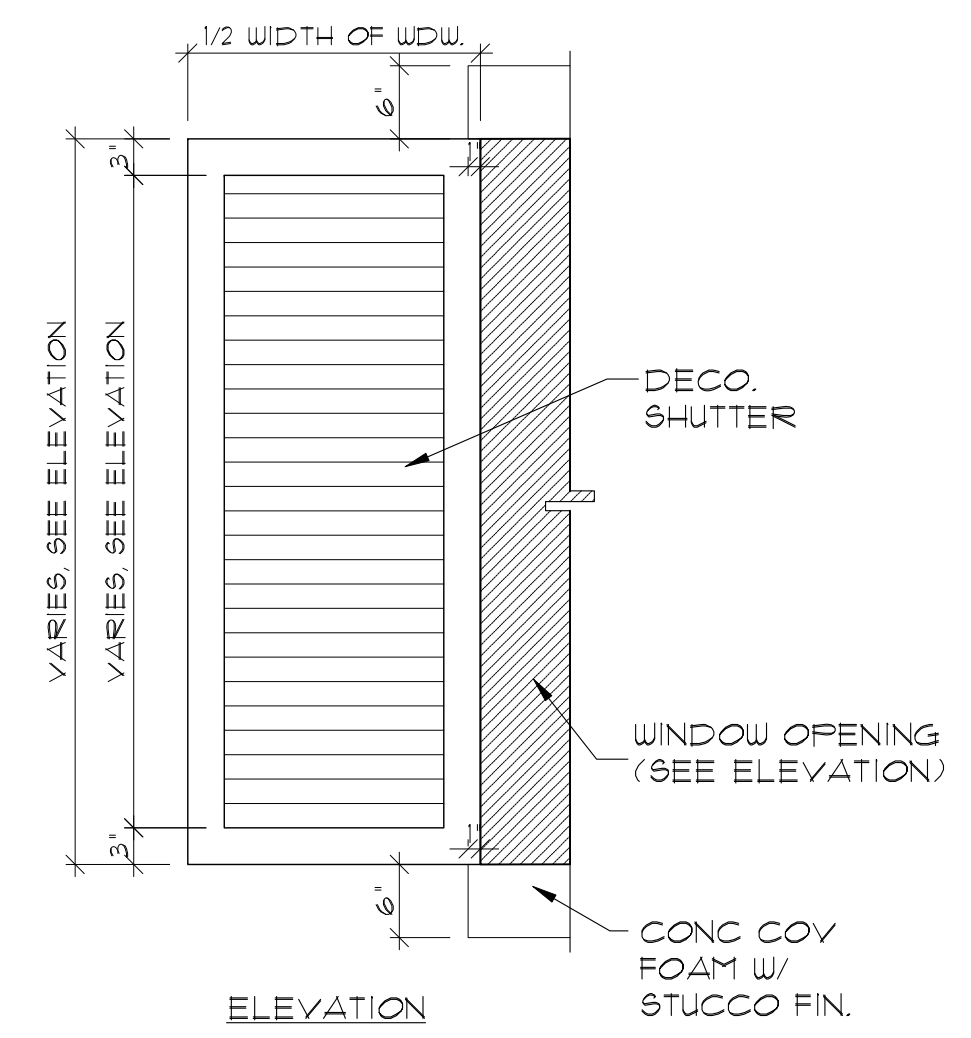
SUBDIV. & LOT:  
 RIVERWOOD  
 (AMERICAN DREAM SERIES)  
 PROJECT# 03300.036/#####  
 LENNAR# #7763  
 VERSION:  
 ANNAPOLIS 1450, "D, E, S"  
 GARAGE SWING:  
 RIGHT  
 PAGE:  
 LEFT AND  
 RIGHT  
 ELEVATION  
 "S"  
 160 MPH EXPOSURE C

ARCHITECT:  
 STATE OF FLORIDA  
 JAMES CANTWELL  
 AR NO 12079

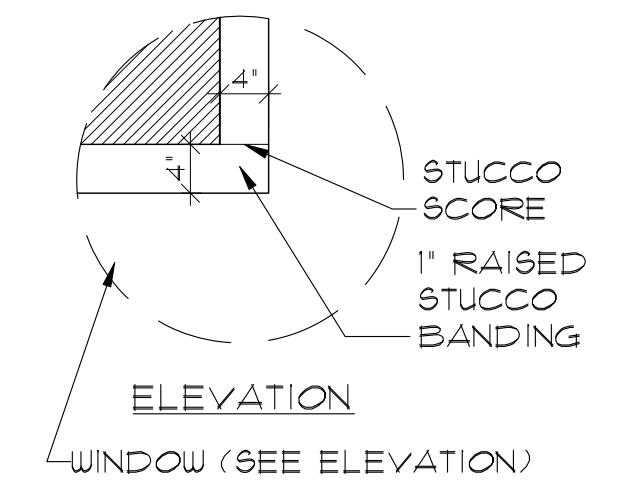
PLAN DATE: 04/04/24  
 SCALE: AS NOTED  
 SHEET NO:  
**A3S**



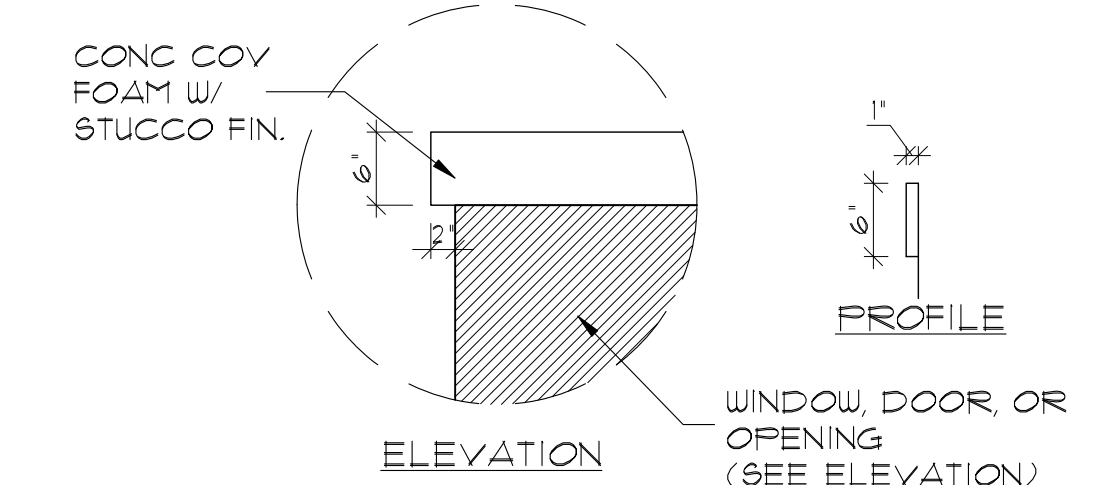
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 SCALE: 3/4" = 1'-0"



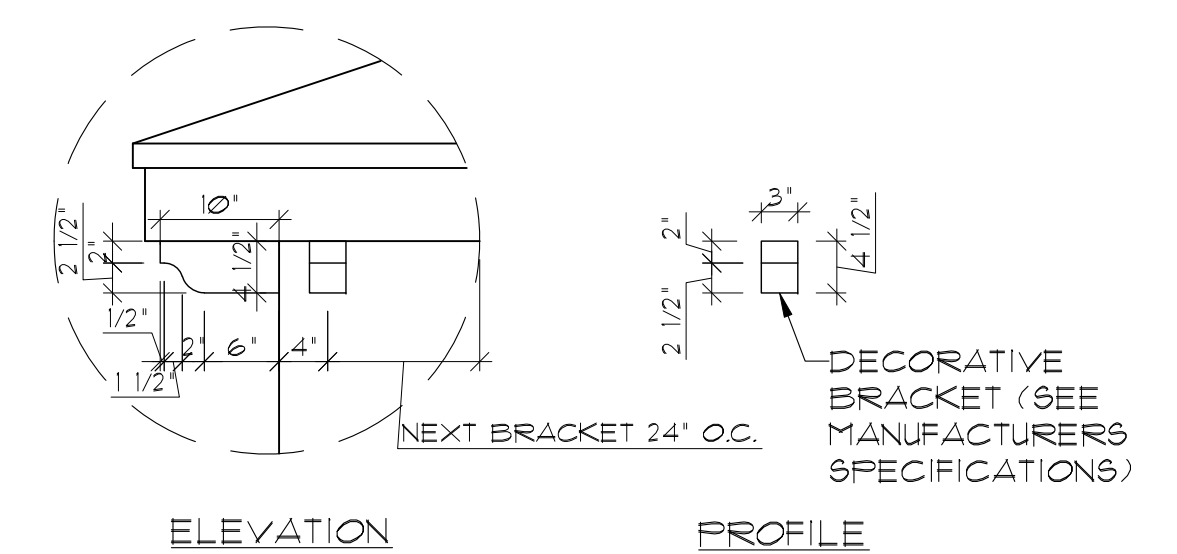
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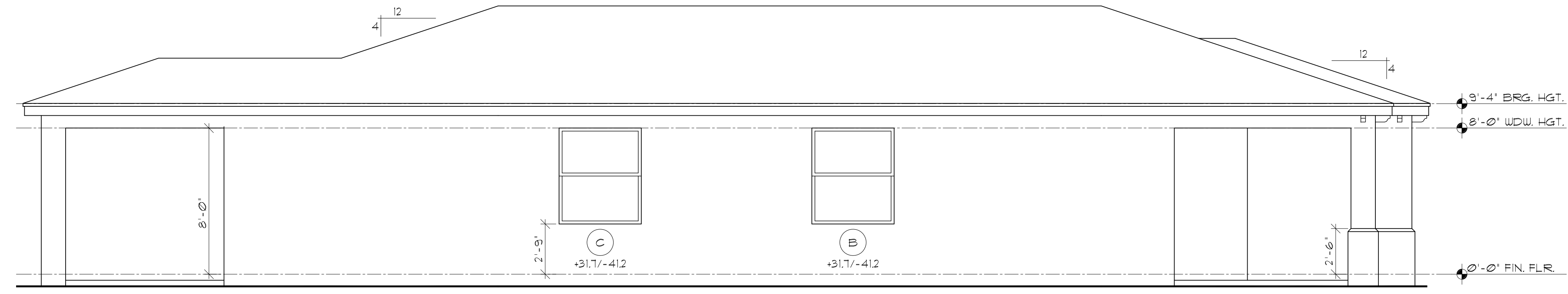
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**S4 DETAIL**  
 SCALE: 3/4" = 1'-0"

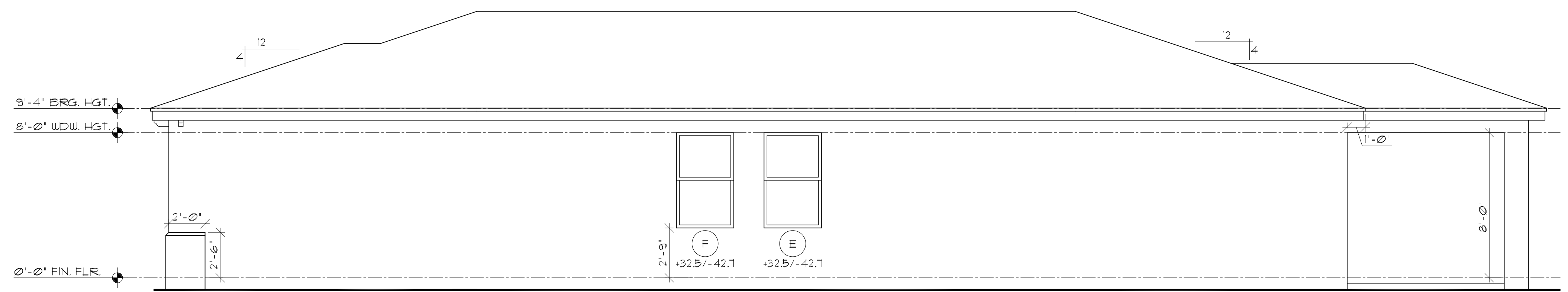


**S5 DETAIL**  
 SCALE: 3/4" = 1'-0"



**LEFT ELEVATION**  
 SCALE: 1/4" = 1'-0"

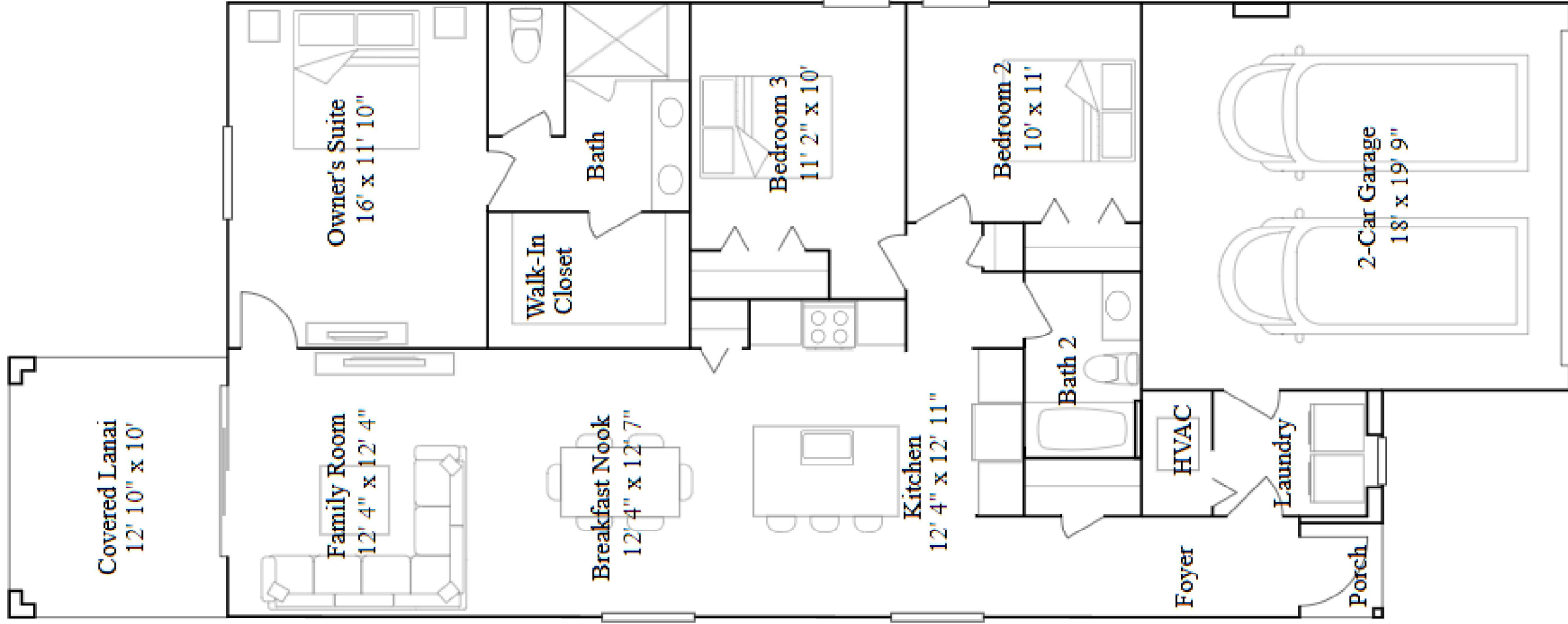
AGENDA ITEM ###STAMP\_ITEMNUMBER#



**RIGHT ELEVATION**  
 SCALE: 1/4" = 1'-0"

- NOTE:
- DETAILS INSTALLED PER MANUFACTURER'S RECOMMENDATION.
  - DETAILS SHALL HAVE TRADITIONAL LOOK AND SMOOTH FINISH UNO.
  - DECORATIVE SHUTTERS TO BE HIGH DENSITY FOAM.
  - DETAIL TO BE PRECAST OR FOAM/EPS.
  - MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
  - WINDOW SILL/TRIM, WATERABLE, DECO COLUMNS TO BE CONCRETE COVERED FOAM ON THE FIRST FLOOR, FOAM W/STUCCO FINISH ON THE SECOND FLOOR. EAVE MOLDING TO BE FOAM W/STUCCO FINISH INCLUDING FAUX BALCONY BALUSTRADES.





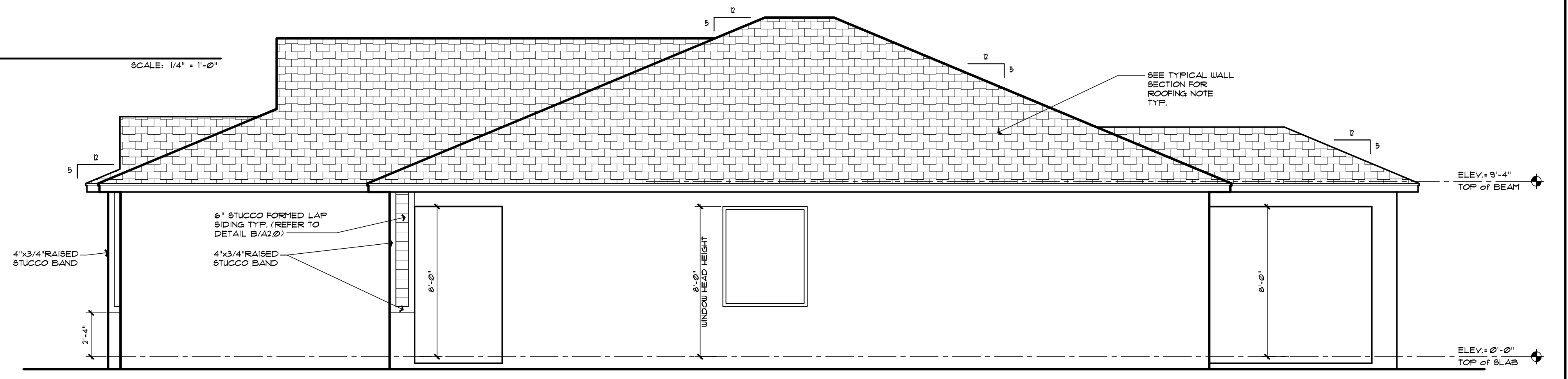
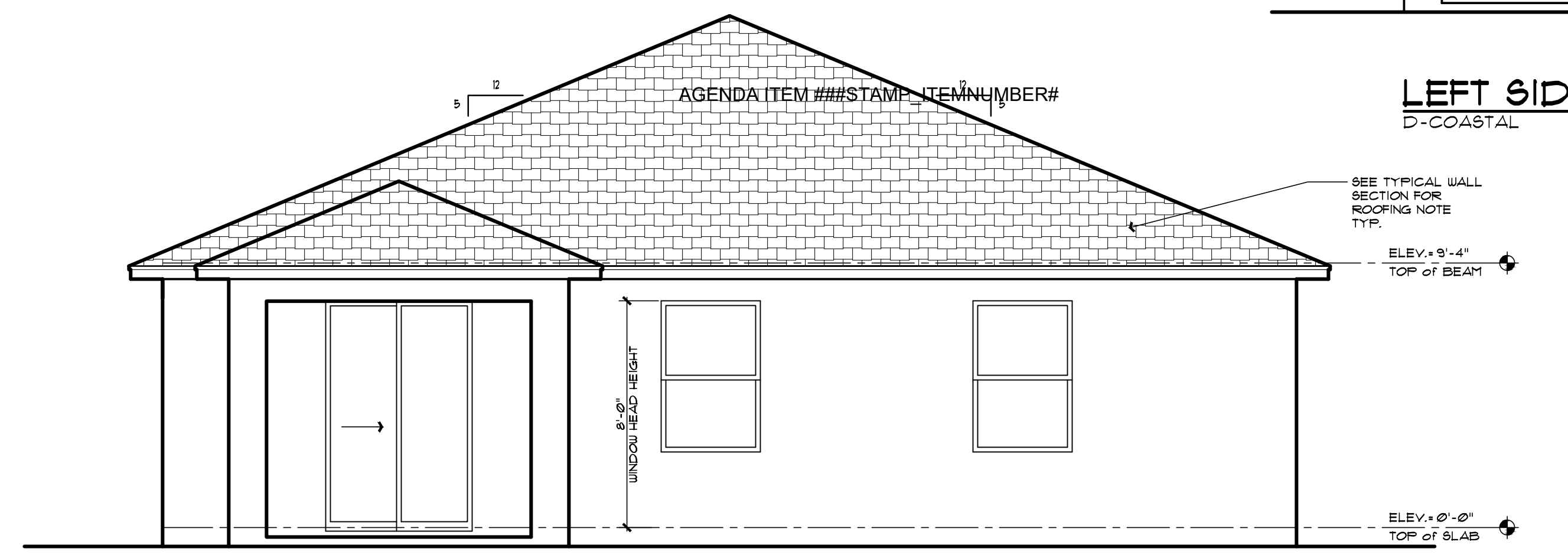
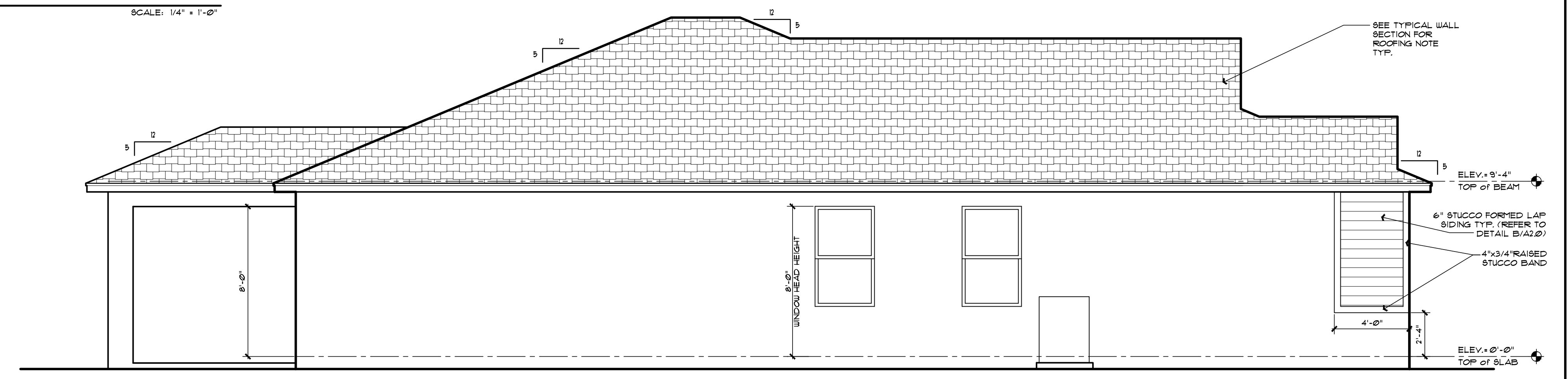
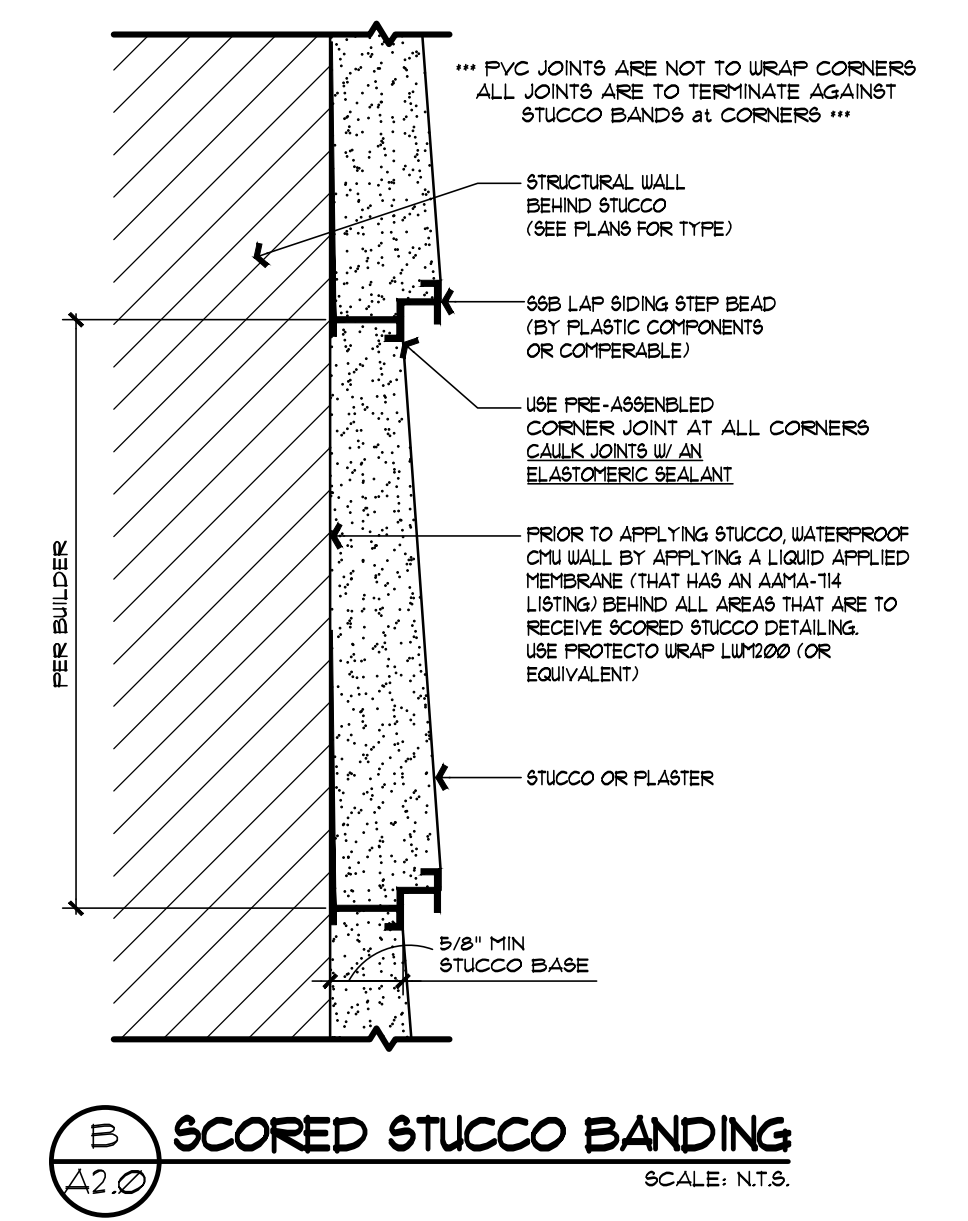
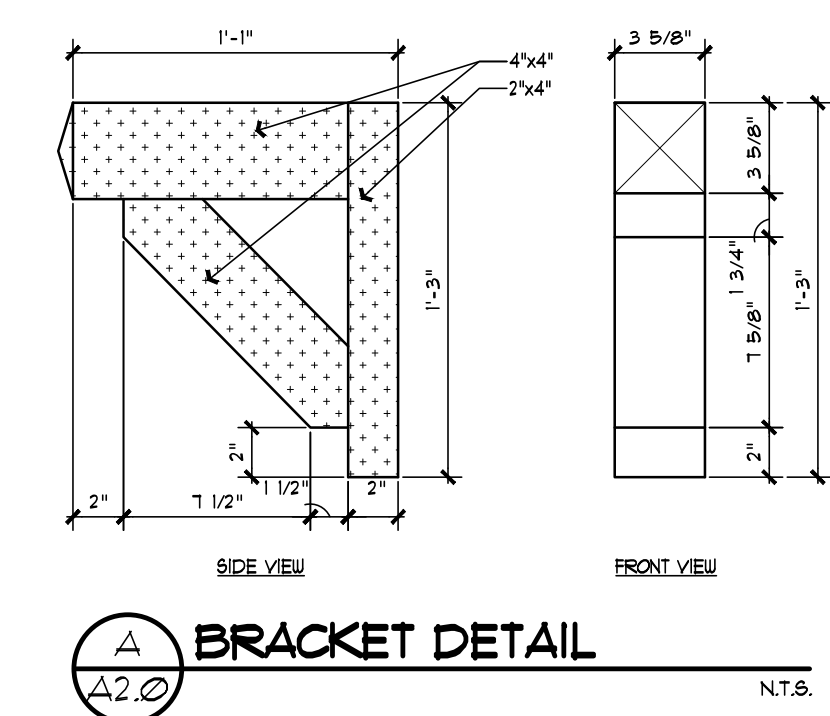
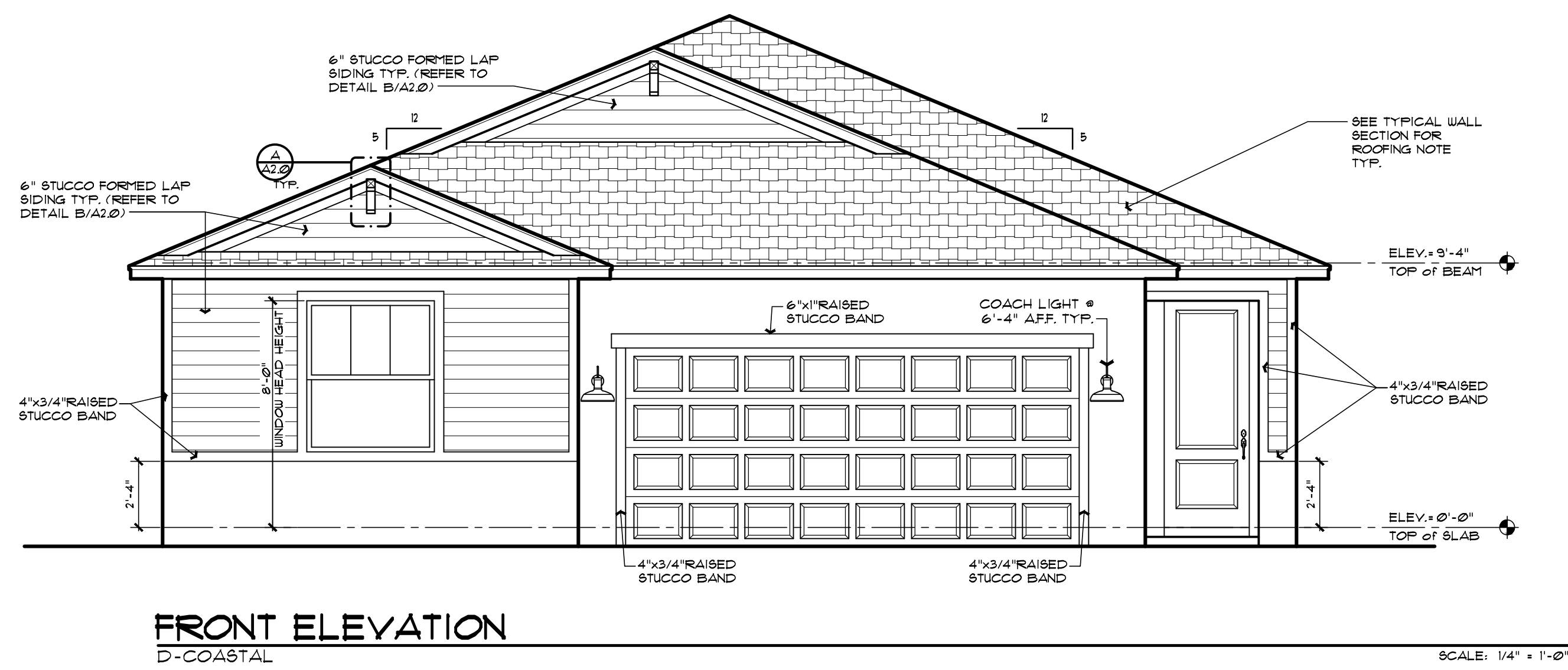
The Shoals Collection in Palm Bay, FL

# Annapolis

3 bd . 2 ba . 1,449 ft<sup>2</sup>

Annapolis at The Shoals Collection in Palm Bay, FL

1st Floor



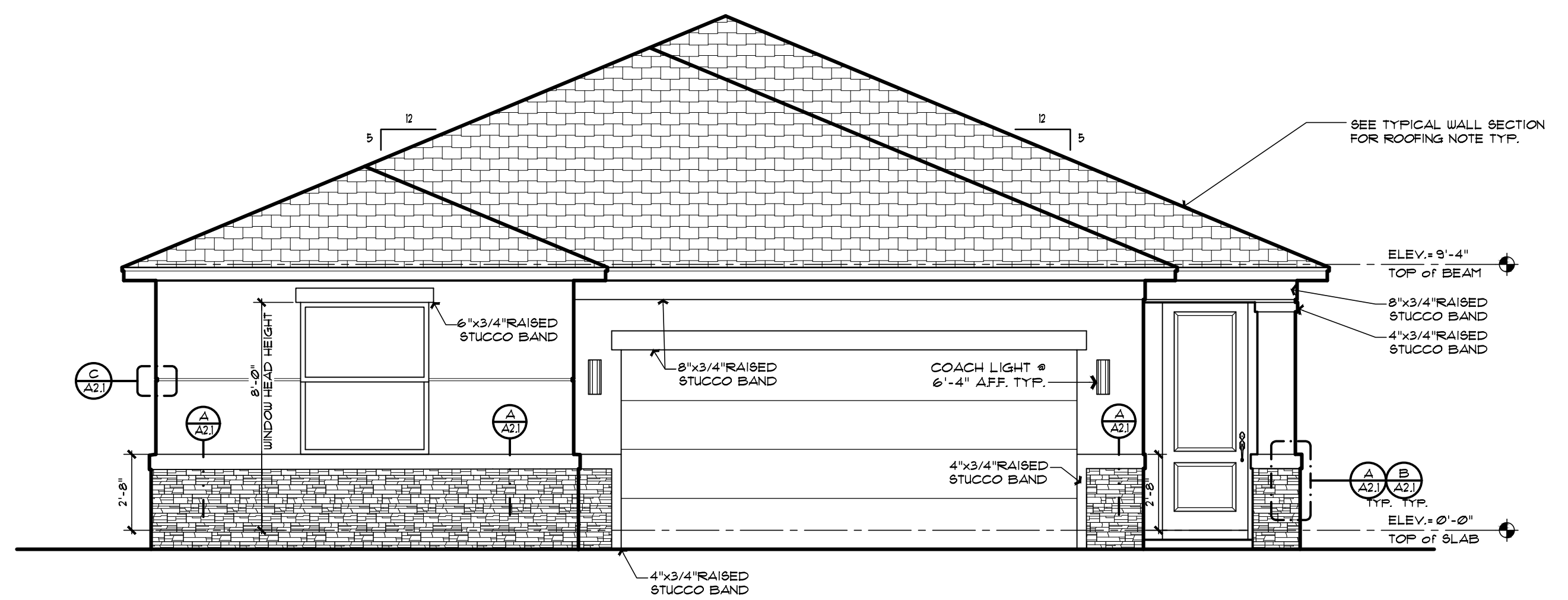
Rev	Date	Document History

**ELEVATION**  
**D - COASTAL/LOW COUNTRY**  
**Model 1791 - HARRISBURG**  
 Fort Pierce, Florida  
 Block | Lot

**CDN**  
 ENGINEERING INC.  
 Casey Najjar P.E.  
 3200 N. Federal Hwy. | Suite 226  
 Boca Raton, Florida 33431  
 Office: 561.382.0237  
 www.cdneng.com  
 PE # 87108 • CA # 34513

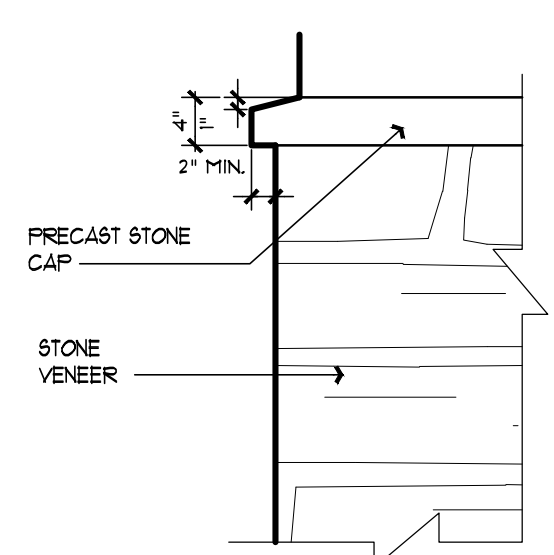
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Date:	4/12/23
Drawn:	SQ
Checked:	CN

Sheet #  
**A2.0**  
 of 6 Sheets

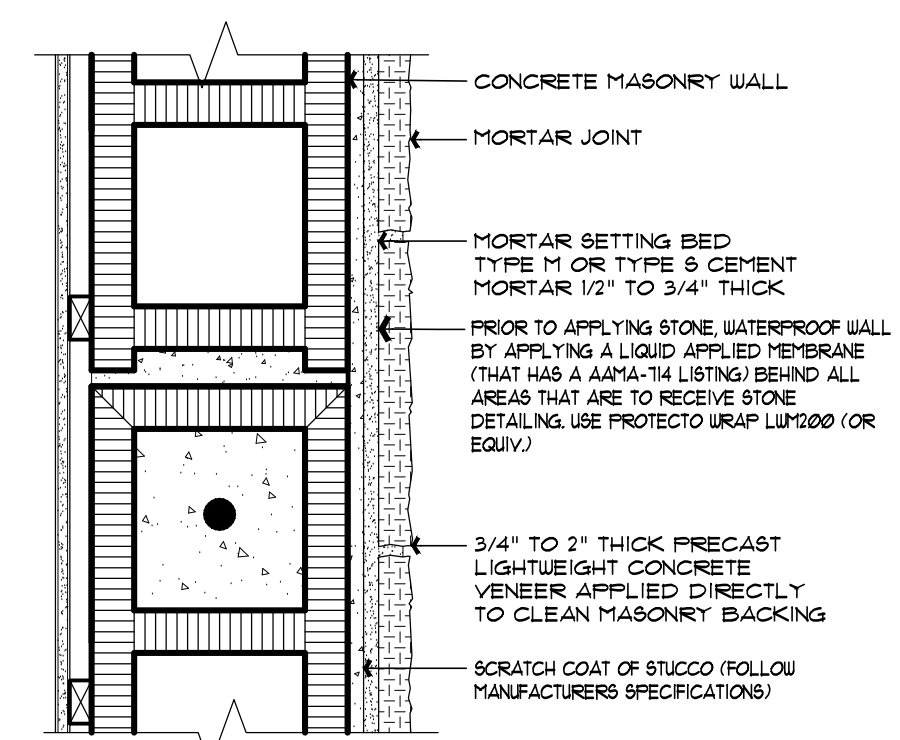


**FRONT ELEVATION**  
E-TRANSITIONAL

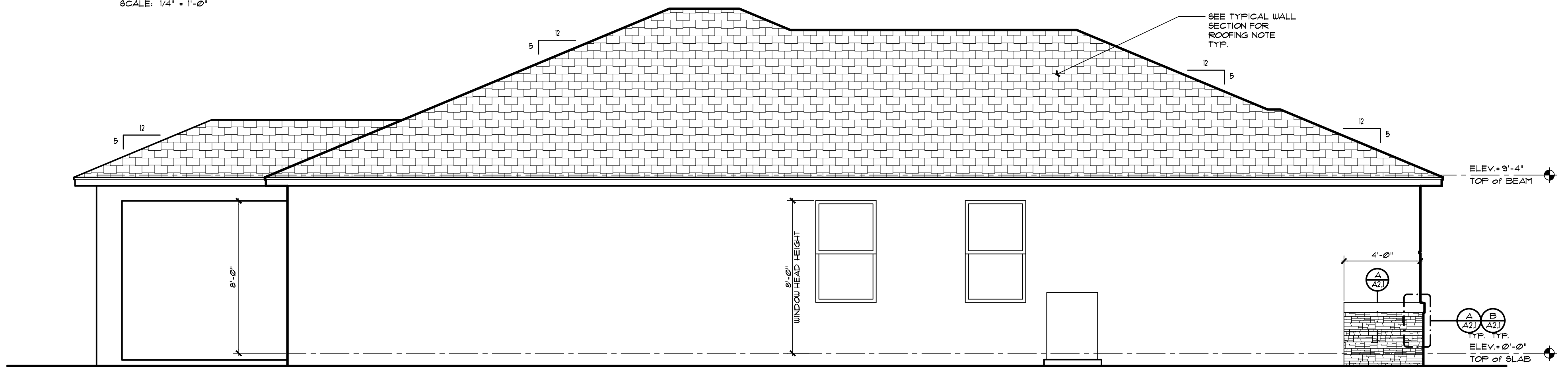
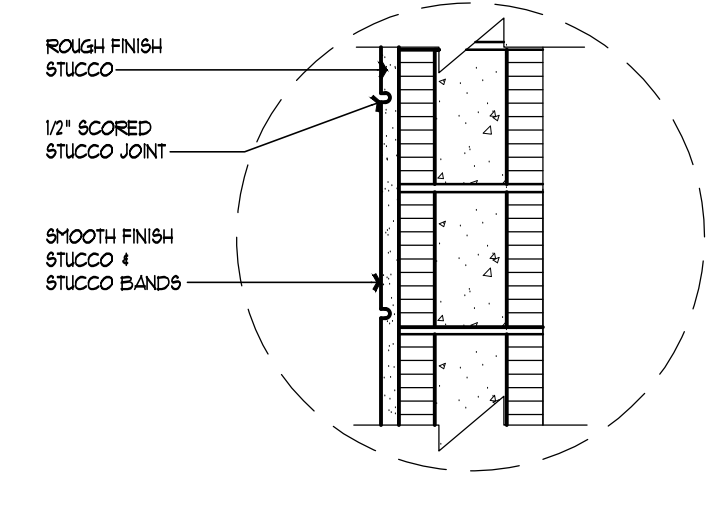
**A PRECAST STONE CAP**  
SCALE: 3/4" = 1'-0"



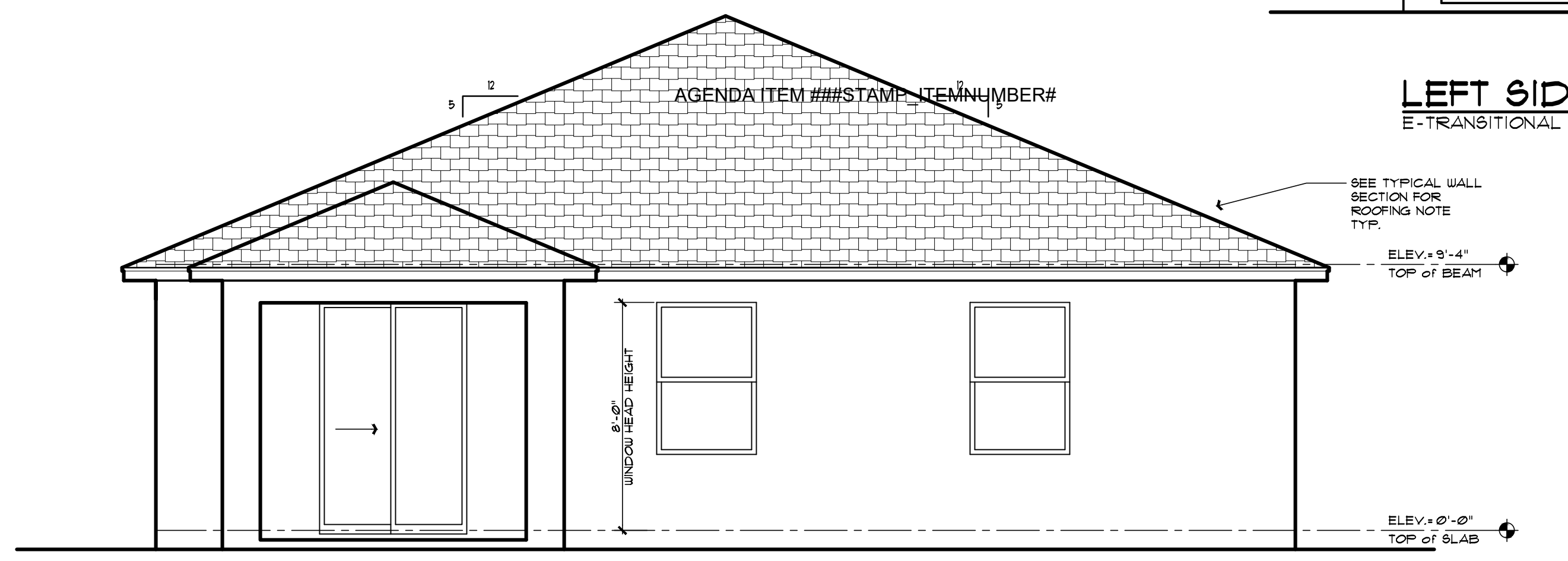
**B STONE VENEER ON MASONRY**  
SCALE: 1 1/2" = 1'-0"



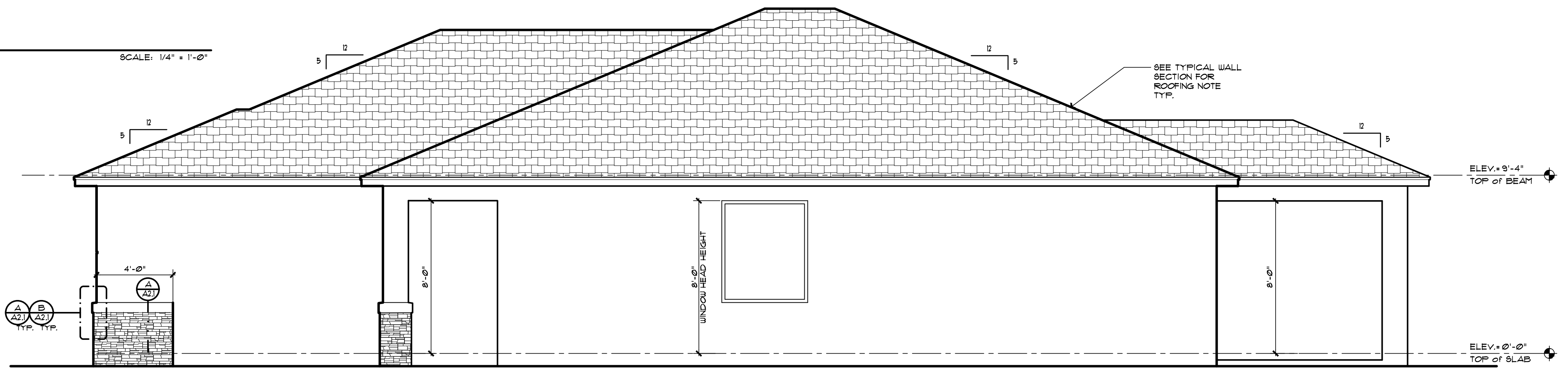
**C SCORED STUCCO BANDING**  
SCALE: N.T.S.



**LEFT SIDE ELEVATION**  
E-TRANSITIONAL



**REAR ELEVATION**  
E-TRANSITIONAL



**RIGHT SIDE ELEVATION**  
E-TRANSITIONAL

Rev	Date	Document History

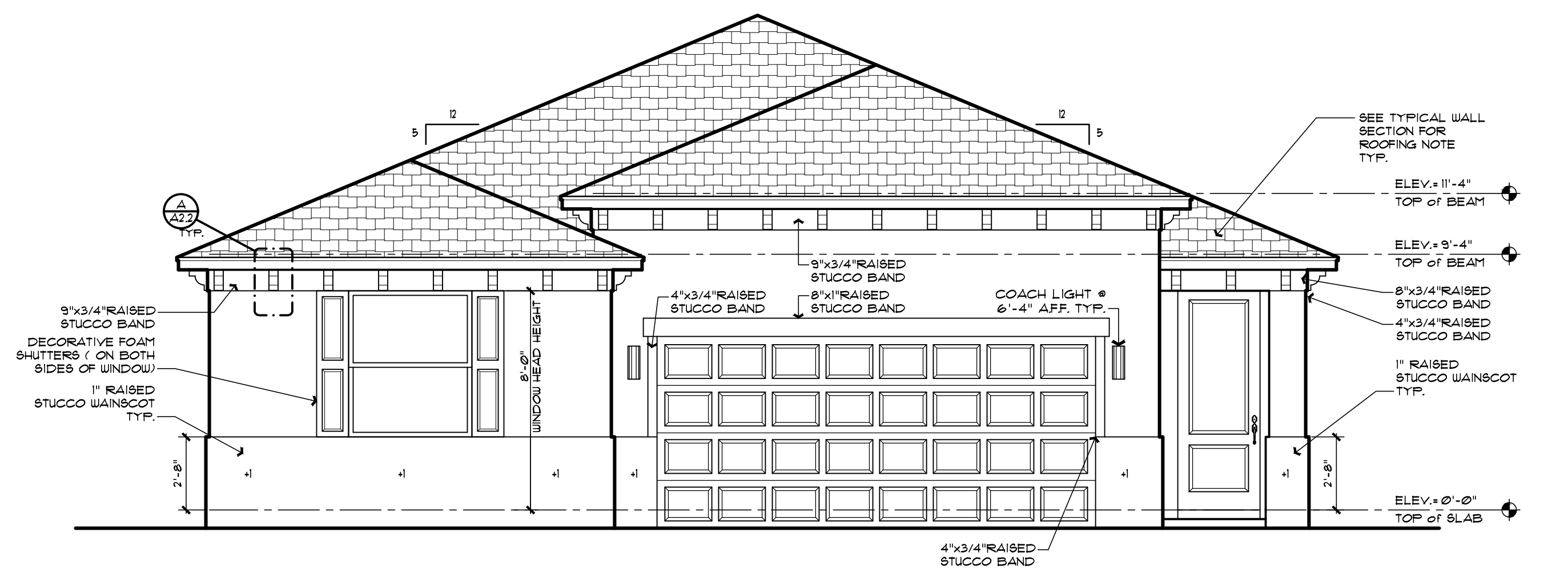
**ELEVATIONS**  
 E-TRANSITIONAL  
**LENNAR**  
 Model 1791 - HARRISBURG  
 Fort Pierce, Florida  
 Block | Lot

**CDN**  
 ENGINEERING INC.  
 Casey Najjar P.E.  
 3200 N. Federal Hwy. | Suite 226  
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Document Information	
Project #:	Harrisburg - 1791
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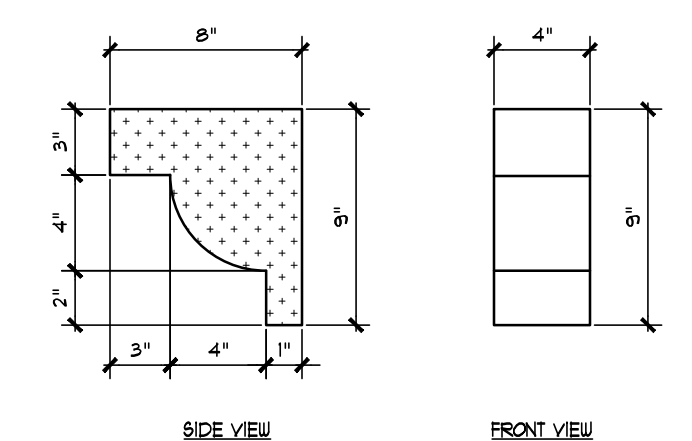
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**A2.1**  
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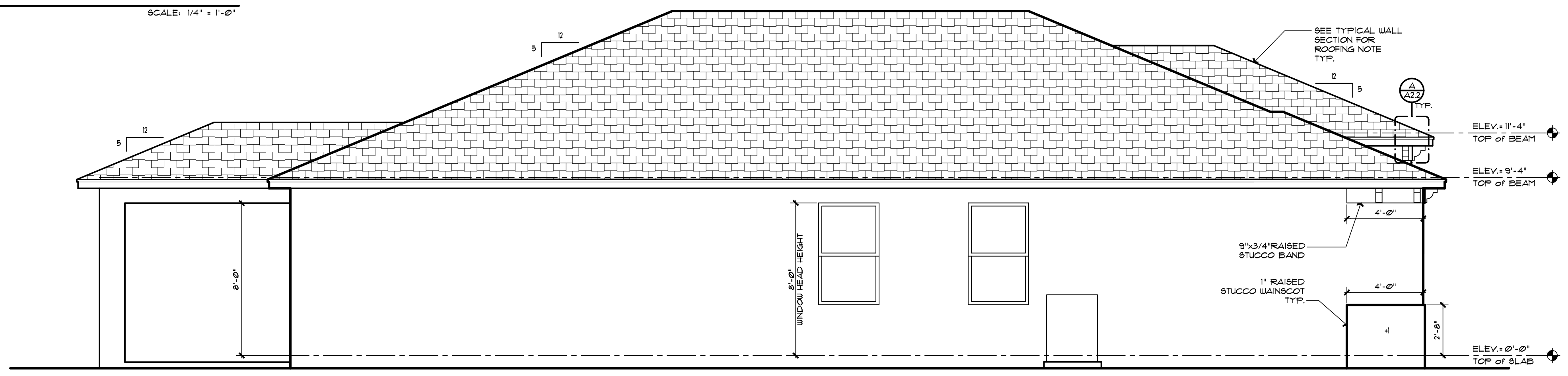


**FRONT ELEVATION**  
S-BRITISH WEST INDIES

SCALE: 1/4" = 1'-0"

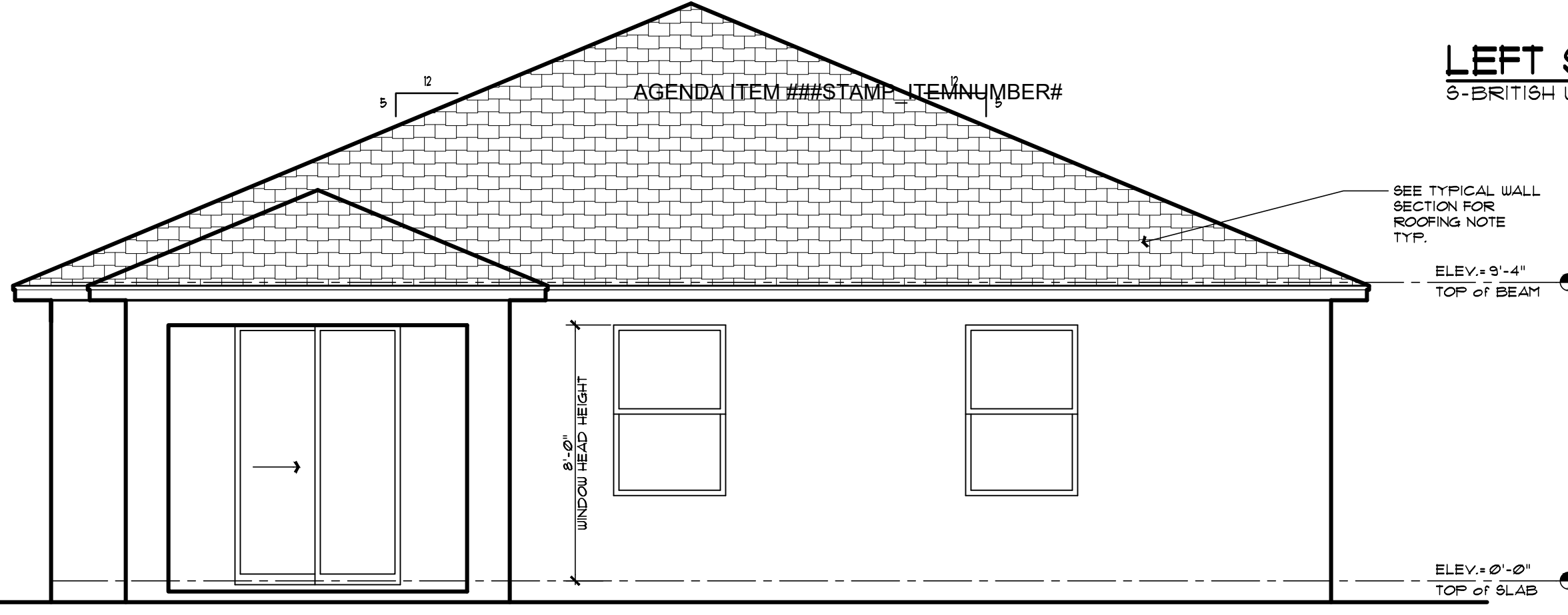


**BRACKET DETAIL**  
NT.6



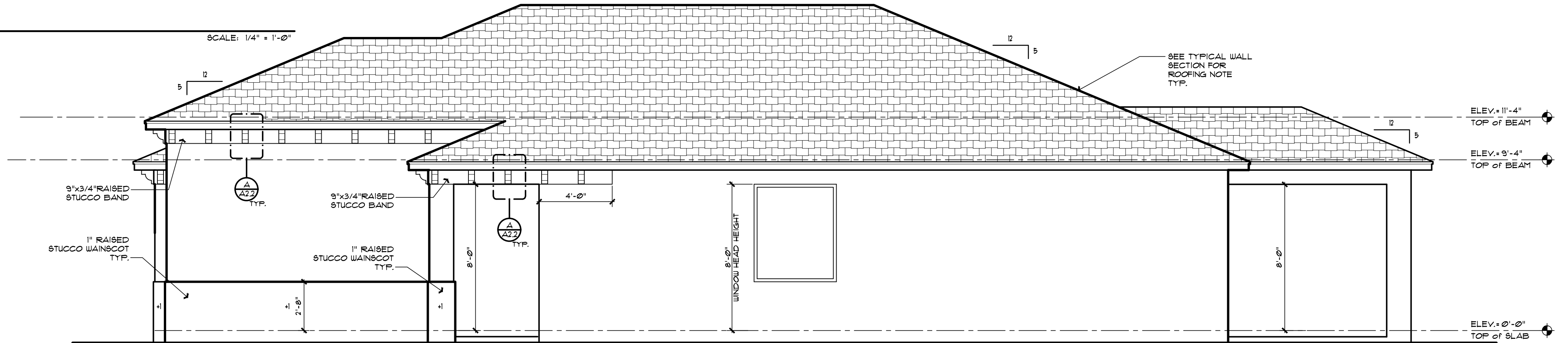
**LEFT SIDE ELEVATION**  
S-BRITISH WEST INDIES

SCALE: 1/4" = 1'-0"



**REAR ELEVATION**  
S-BRITISH WEST INDIES

SCALE: 1/4" = 1'-0"



**RIGHT SIDE ELEVATION**  
S-BRITISH WEST INDIES

SCALE: 1/4" = 1'-0"

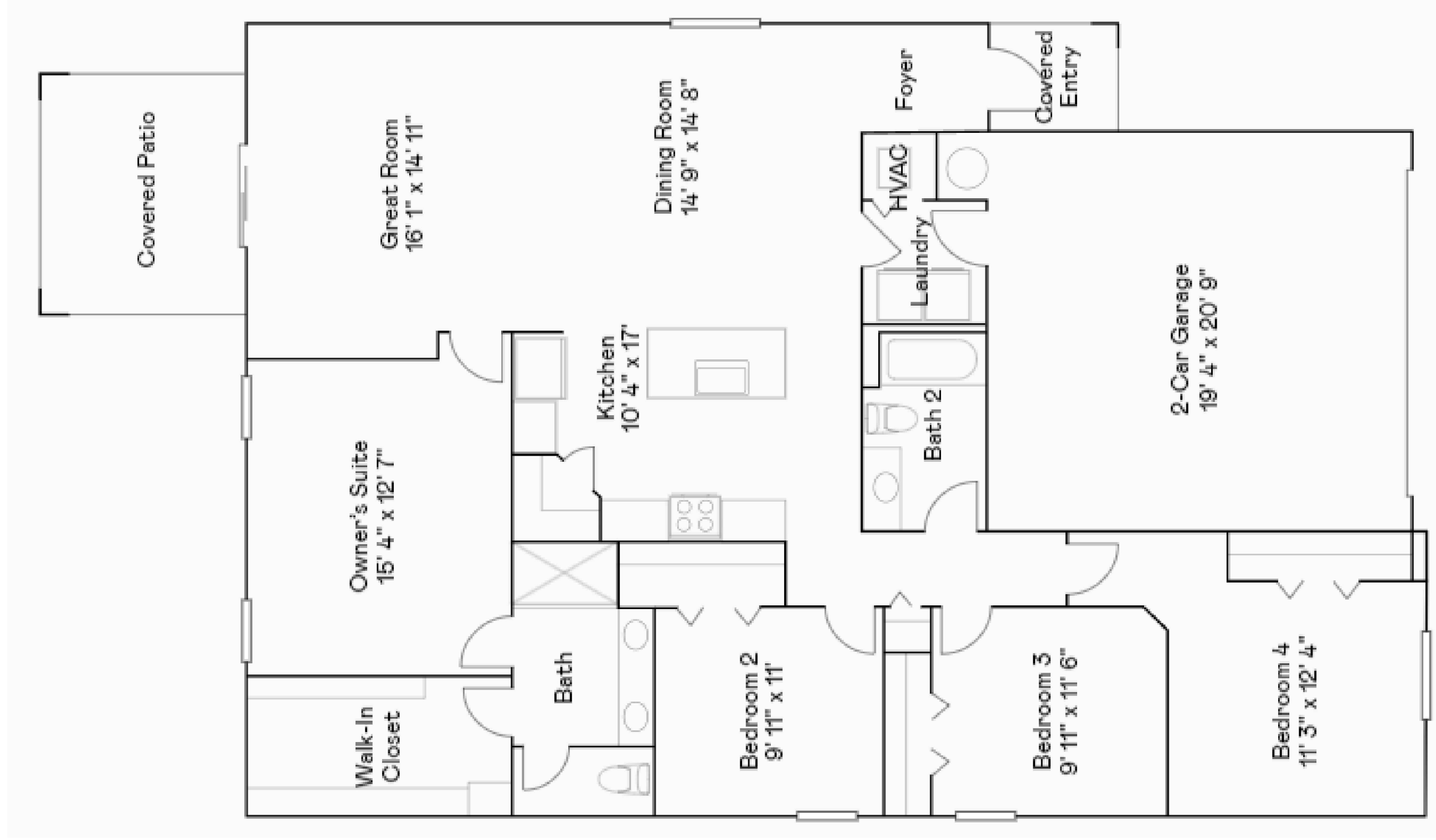
Rev	Date	Document History

**ELEVATIONS**  
 BRITISH WEST INDIES  
**LENNAR**  
 Model 1791 - HARRISBURG  
 Fort Pierce, Florida  
 Block | Lot

**CDN**  
ENGINEERING INC.  
Casey Najjar P.E.  
3200 N. Federal Hwy. | Suite 226  
Boca Raton, Florida 33431  
Office: 561.382.0237  
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PE # 87108 • CA # 34513

Document Information	
Project #:	Harrisburg - 1791
Date:	4/12/23
Drawn:	SQ
Checked:	CN

Sheet #  
**A2.2**  
of 6 Sheets



The Indies in Fort Pierce, FL

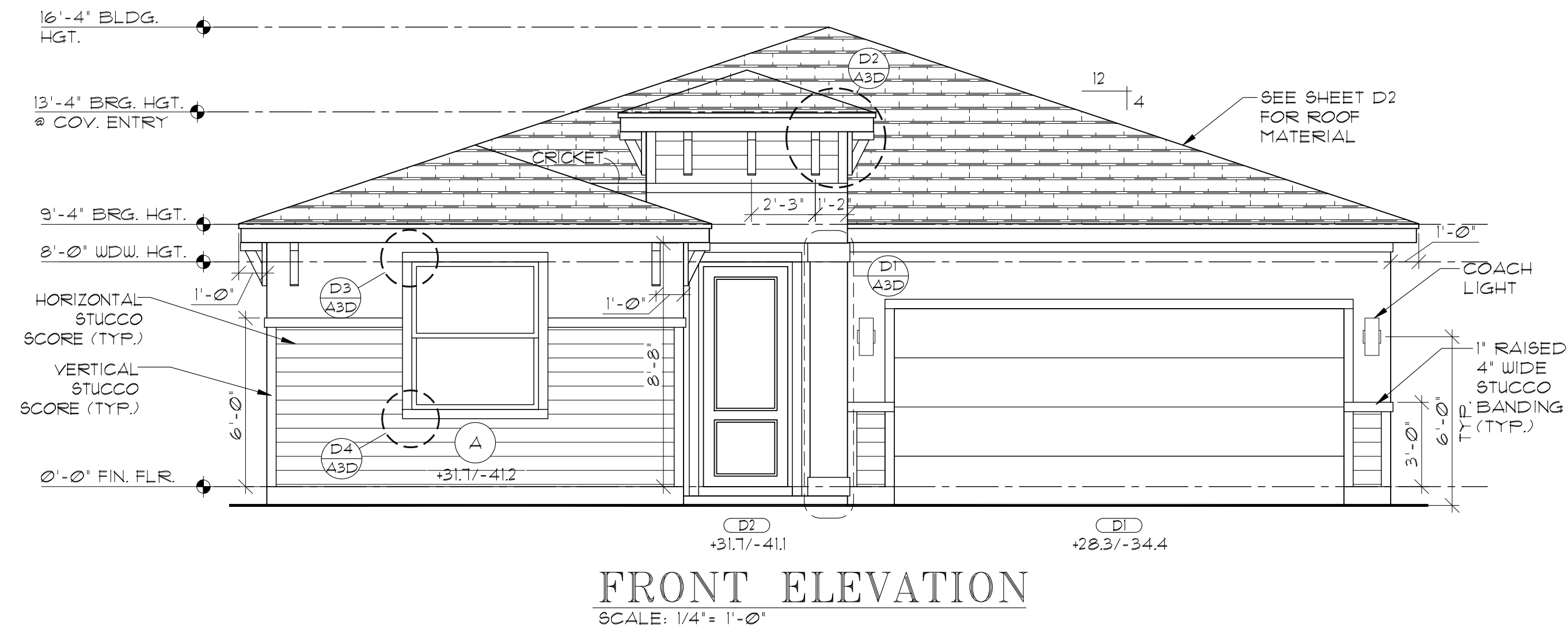
# Harrisburg

4 bd . 2 ba . 1,809 ft<sup>2</sup>

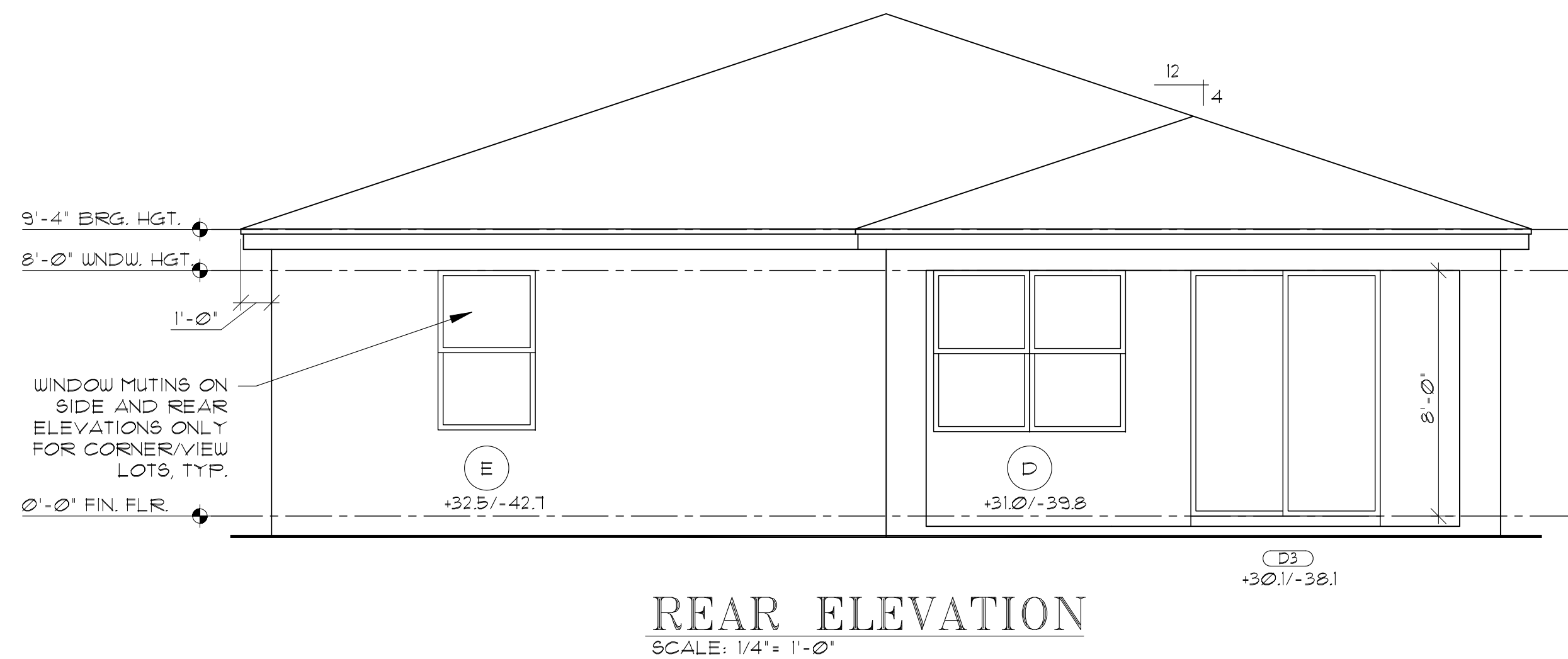
Harrisburg at The Indies in Fort Pierce, FL

1st Floor

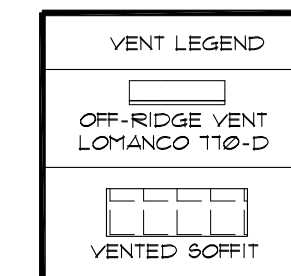
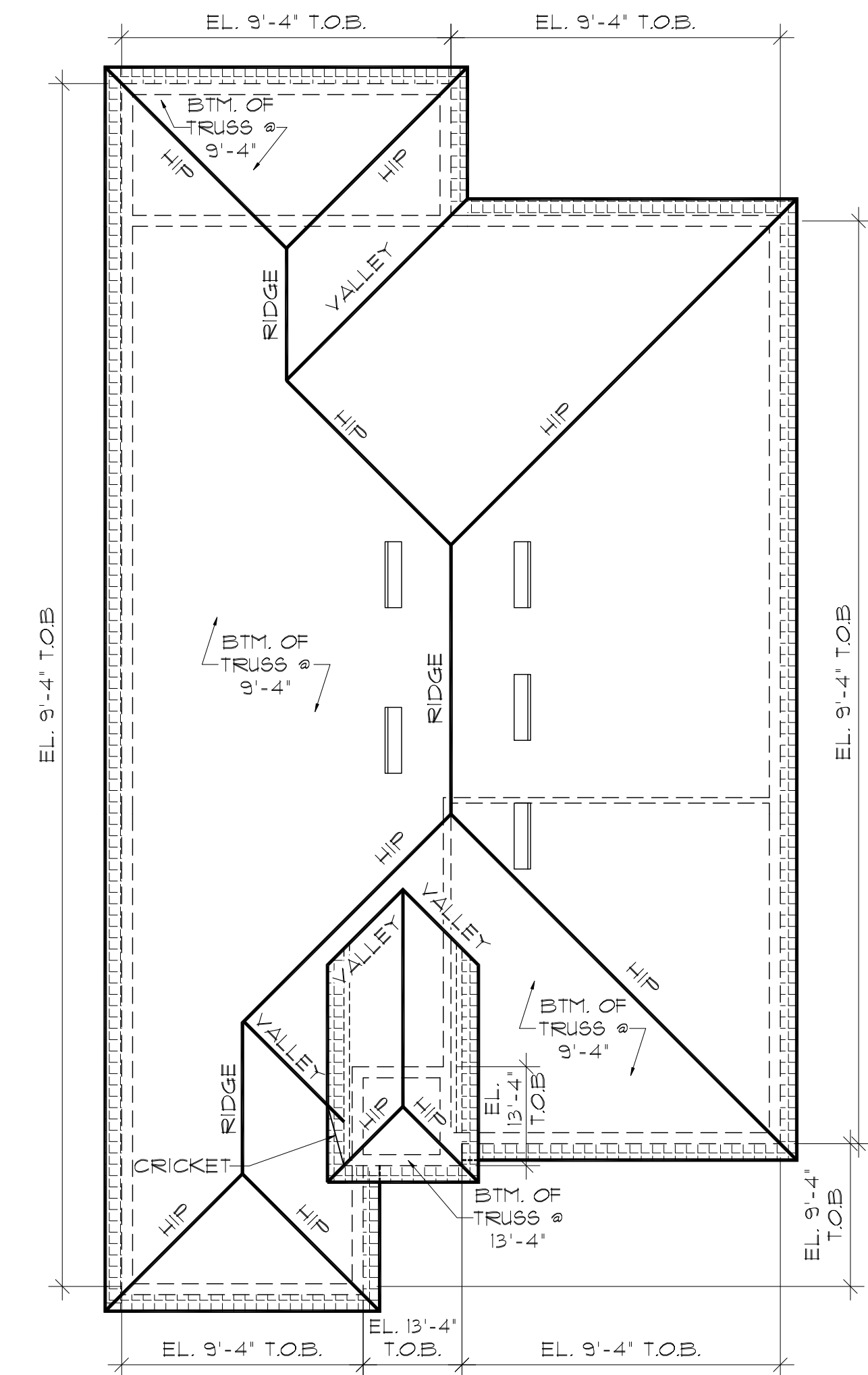




AGENDA ITEM ###STAMP\_ITEMNUMBER#



ELEVATION "D" COASTAL



AREA OF ATTIC	=	197 SQ. FT.
NET FREE VENTILATION AREA REQUIRED	=	1/2 SQ.
REQUIRED VENTILATION AREA	=	197/200
VENTILATION AREA X 50 INCHES PER FT. (144)	=	6.46
MIN. REQUIRED VENTILATION IN UPPER PORTION OF ATTIC	=	929 X 50 IN.
OFF-RIDGE VENTILATION AREA	=	44.88 SQ. IN.
OFF-RIDGE VENTILATION AREA (UPPER PORTION OF ROOF)	=	138 SQ. IN. PER VENT
TOTAL # OF VENTS REQUIRED	=	3.367
TOTAL # OF VENTS PROVIDED	=	4
% OF VENTILATION PROVIDED	=	33%
SOFFIT VENTILATION AREA	=	55 SQ. FT. PER FOOT
TOTAL LINEAL FT. OF SOFFIT VENTING PROVIDED	=	44.88 FT.
TOTAL LINEAL FT. OF SOFFIT VENTING REQUIRED	=	84.414 LINEAL FT.
TOTAL LINEAL FT. OF SOFFIT VENTING PROVIDED	=	133 LINEAL FT.

\*AREA OF ATTIC IS THE PERIMETER OF THE HOUSE, LESS THE OVERHANG (EXTENSION OF WALL TO EXTENSION OF WALL, NO OVERHANGS INCLUDED)

MAIN ROOF

ROOF VENTILATION CALCULATION PER FBC 12032
REQUIRED VENTILATION: 24 SF. 150 = 0.16 SF.
SOFFIT VENTILATION PROVIDED: 0.49 SF./L.F. x 33 L.F. = 16.2 SF.
GENERAL NOTE: 1 SQUARE INCHES OF NET FREE AREA PROVIDES 0.49 SF. OF VENTILATION PER LINEAR FOOT

ROOF ABV. COV. ENTRY

AREA OF ATTIC	=	417 SQ. FT.
NET FREE VENTILATION AREA REQUIRED	=	1/2 SQ.
REQUIRED VENTILATION AREA	=	417/200
VENTILATION AREA X 50 INCHES PER FT. (144)	=	2.9
MIN. REQUIRED VENTILATION IN UPPER PORTION OF ATTIC	=	386.14 SQ. IN.
OFF-RIDGE VENTILATION AREA	=	138 SQ. IN. PER VENT
OFF-RIDGE VENTILATION AREA (UPPER PORTION OF ROOF)	=	138 SQ. IN. PER VENT
TOTAL # OF VENTS REQUIRED	=	1.0252
TOTAL # OF VENTS PROVIDED	=	1
% OF VENTILATION PROVIDED	=	45%
SOFFIT VENTILATION AREA	=	70 SQ. FT. PER FOOT
TOTAL LINEAL FT. OF SOFFIT VENTING PROVIDED	=	102.81 FT.
TOTAL LINEAL FT. OF SOFFIT VENTING REQUIRED	=	142.91 LINEAL FT.
TOTAL LINEAL FT. OF SOFFIT VENTING PROVIDED	=	45 LINEAL FT.

\*AREA OF ATTIC IS THE PERIMETER OF THE HOUSE, LESS THE OVERHANG (EXTENSION OF WALL TO EXTENSION OF WALL, NO OVERHANGS INCLUDED)

ROOF ABV. GARAGE

ROOF VENTILATION CALCULATION PER FBC 12032
REQUIRED VENTILATION: 160 SF. 150 = 1.07 SF.
SOFFIT VENTILATION PROVIDED: 0.49 SF./L.F. x 187 L.F. = 91.6 SF.
GENERAL NOTE: 1 SQUARE INCHES OF NET FREE AREA PROVIDES 0.49 SF. OF VENTILATION PER LINEAR FOOT

ROOF ABV. COV. LANAI

ARCHITECTS

**AB Design Group LLC.**

1441 N. RONALD REAGAN BLVD.  
LONGWOOD, FL 32750  
PH: 407-774-6078  
FAX: 407-774-4078  
www.abdesigngroup.com  
AA #: 0003325

DATE	DESCRIPTION

**LENNAR**

8895 N. Military Trail, Suite 101-B  
Palm Beach Gardens, FL 33410

Palm Atlantic Division

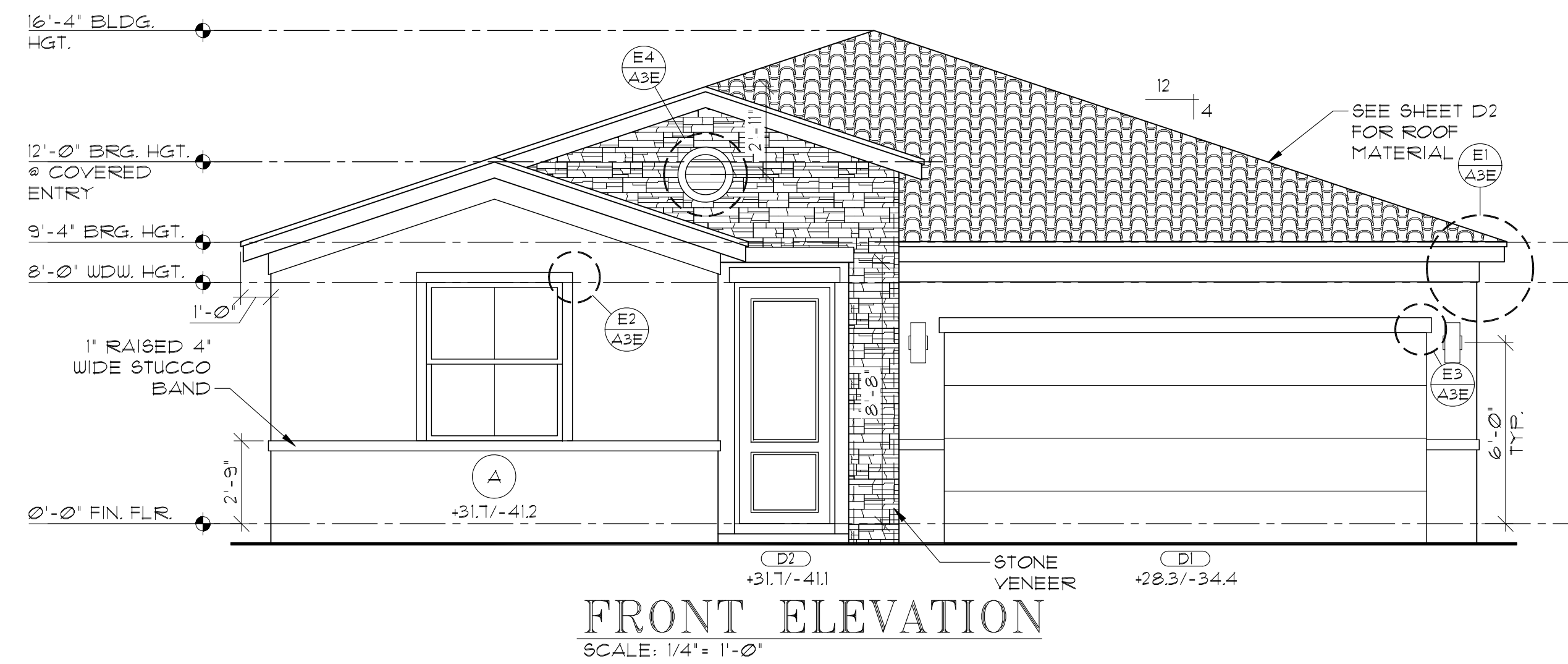
SUBDIV. & LOT:  
RIVERWOOD

(AMERICAN DREAM SERIES)  
PROJECT# 03300.026/####  
LENNAR# #7741  
VERSION:  
HARTFORD 1941 ELEV.D,E,S  
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RIGHT  
PAGE:  
FRONT & REAR ELEV."D"  
160 MPH EXPOSURE C

ARCHITECT:  
STATE OF FLORIDA

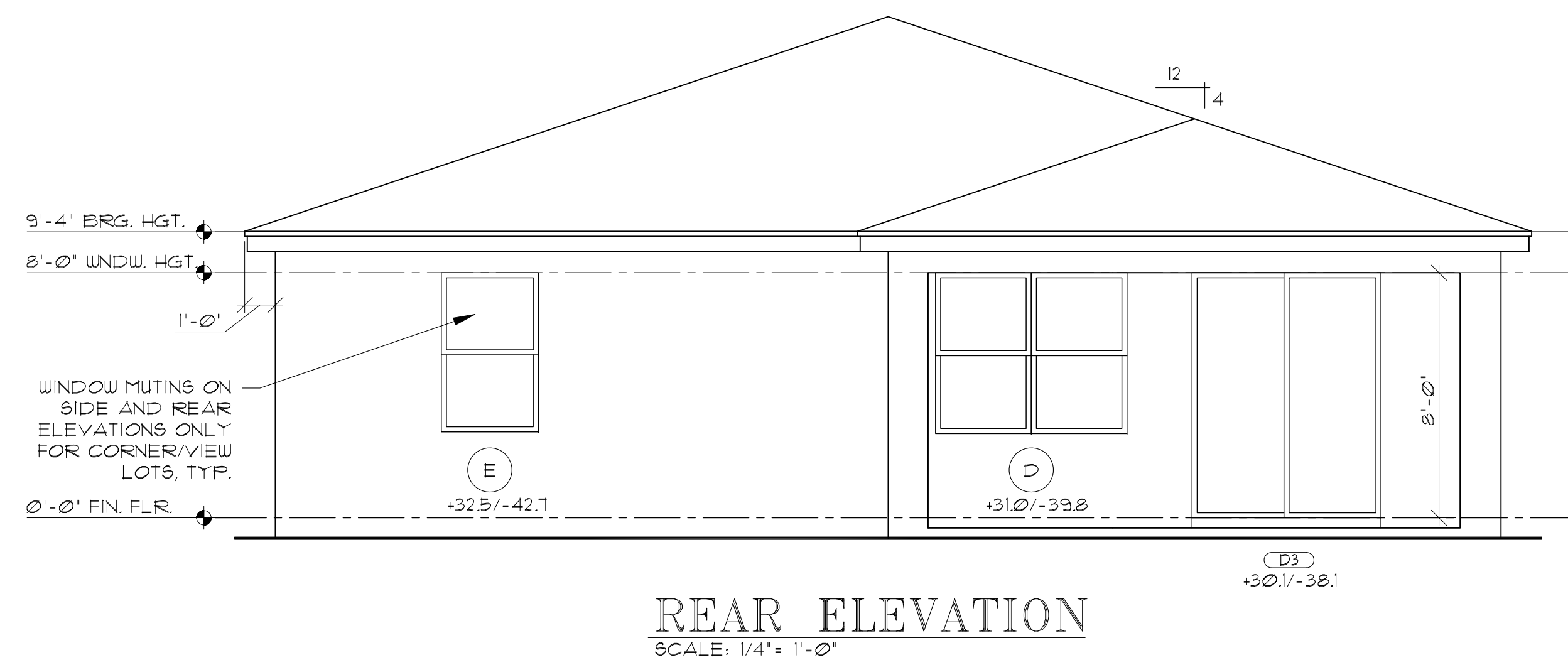
JAMES CANTWELL  
AR NO 12079

PLAN DATE: 12/11/23  
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SHEET NO:  
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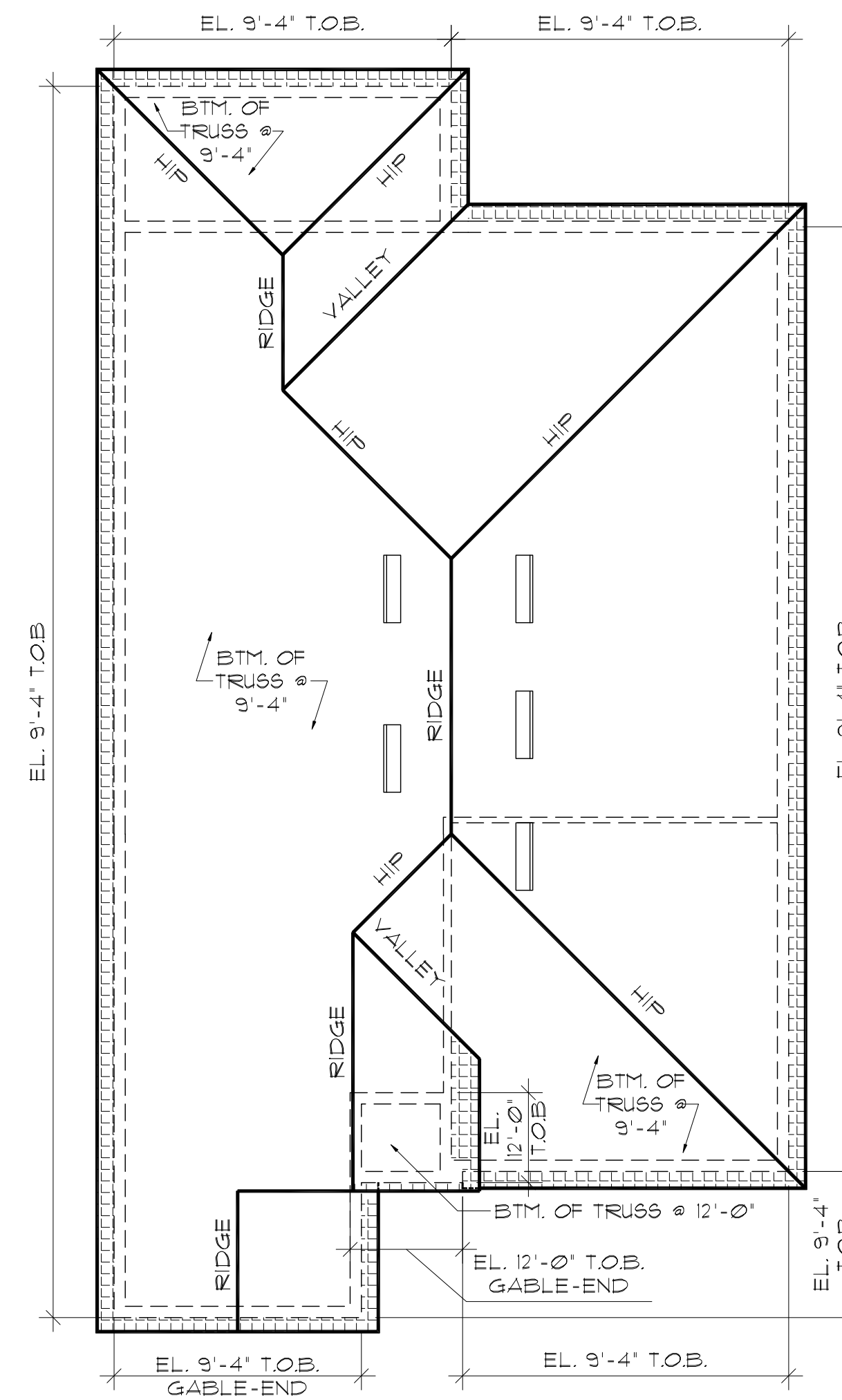
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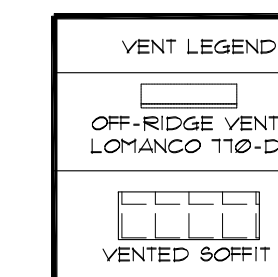


**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"

**ELEVATION "E" TRANSITIONAL**



**ROOF PLAN**  
SCALE: 1/8" = 1'-0"



AREA OF ATTIC	=	187.50 FT <sup>2</sup>	AREA OF ATTIC	=	41.750 FT <sup>2</sup>
NET FREE VENTILATION AREA REQUIRED	=	17.300	NET FREE VENTILATION AREA REQUIRED	=	17.300
REQUIRED VENTILATION AREA	=	187.500	REQUIRED VENTILATION AREA	=	41.750
VENTILATION AREA x 1/8\"/>					

**MAIN ROOF**

AREA OF ATTIC	=	41.750 FT <sup>2</sup>	AREA OF ATTIC	=	41.750 FT <sup>2</sup>
NET FREE VENTILATION AREA REQUIRED	=	17.300	NET FREE VENTILATION AREA REQUIRED	=	17.300
REQUIRED VENTILATION AREA	=	41.750	REQUIRED VENTILATION AREA	=	41.750
VENTILATION AREA x 1/8\"/>					

**ROOF ABV. GARAGE**

<b>ROOF VENTILATION CALCULATION PER FBC 1203.2</b>	
<b>REQUIRED VENTILATION:</b>	
22 SF / 150	= 0.15 SF
<b>SOFFIT VENTILATION PROVIDED:</b>	
049 SF/L.F. x 16 L.F. = 0.78 SF	
<b>GENERAL NOTE:</b>	
1 SQUARE INCHES OF NET FREE AREA PROVIDES 0.49 SF. OF VENTILATION PER LINEAR FOOT	

**ROOF ABV. COV. ENTRY**

<b>ROOF VENTILATION CALCULATION PER FBC 1203.2</b>	
<b>REQUIRED VENTILATION:</b>	
160 SF / 150	= 1.07 SF
<b>SOFFIT VENTILATION PROVIDED:</b>	
049 SF/L.F. x 187 L.F. = 9.16 SF	
<b>GENERAL NOTE:</b>	
1 SQUARE INCHES OF NET FREE AREA PROVIDES 0.49 SF. OF VENTILATION PER LINEAR FOOT	

**ROOF ABV. COV. LANAI**

**ARCHITECTS**  
**AB Design Group LLC.**  
1441 N. RONALD REAGAN BLVD.  
LONGWOOD, FL 32750  
PH: 407-774-6078  
FAX: 407-774-4078  
www.abdesigngroup.com  
AA #: 0003325

DATE	DESCRIPTION

**LENNAR**  
8895 N. Military Trail, Suite 101-B  
Palm Beach Gardens, FL 33410  
Palm Atlantic Division

**SUBDIV. & LOT:**  
RIVERWOOD  
(AMERICAN DREAM SERIES)  
PROJECT# 03300.026 / #####  
LENNAR# #7741  
VERSION:  
HARTFORD 1941 ELEV.D.E.S  
GARAGE SWING:  
RIGHT  
PAGE:  
FRONT & REAR ELEV. "E"  
160 MPH EXPOSURE C

**ARCHITECT:**  
STATE OF FLORIDA  
JAMES CANTWELL  
AR NO 12079

**PLAN DATE:** 12/11/23  
**SCALE:** AS NOTED  
**SHEET NO:**  
A2E





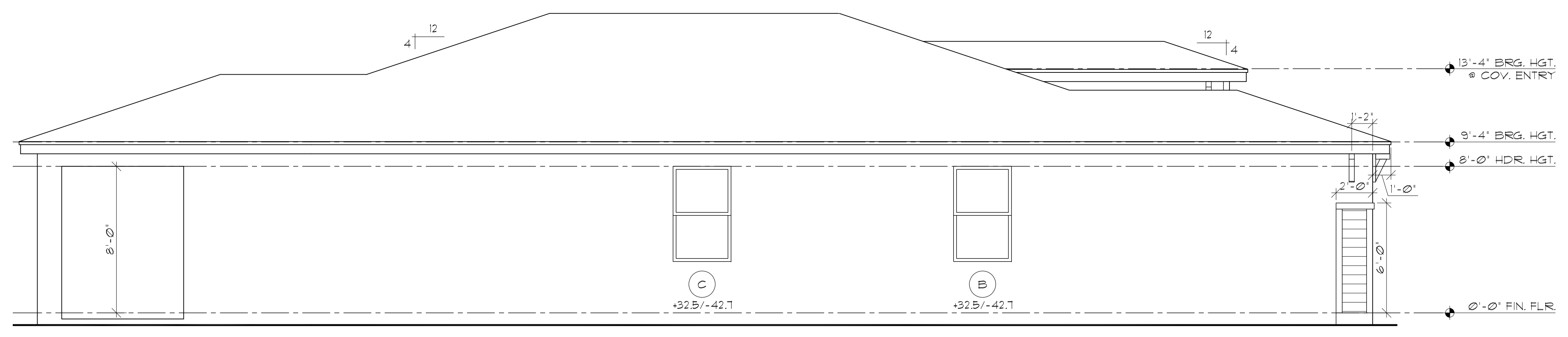
DATE	DESCRIPTION

**LENNAR**  
 8895 N. Military Trail, Suite 101-B  
 Palm Beach Gardens, FL 33410  
 Palm Atlantic Division

SUBDIV. & LOT:  
 RIVERWOOD  
 (AMERICAN DREAM SERIES)  
 PROJECT# 03300.026 / #####  
 LENNAR# #7741  
 VERSION:  
 HARTFORD 1941 ELEV.D,E,S  
 GARAGE SWING:  
 RIGHT  
 PAGE:  
 LEFT & RIGHT ELEV. "D"  
 160 MPH EXPOSURE C

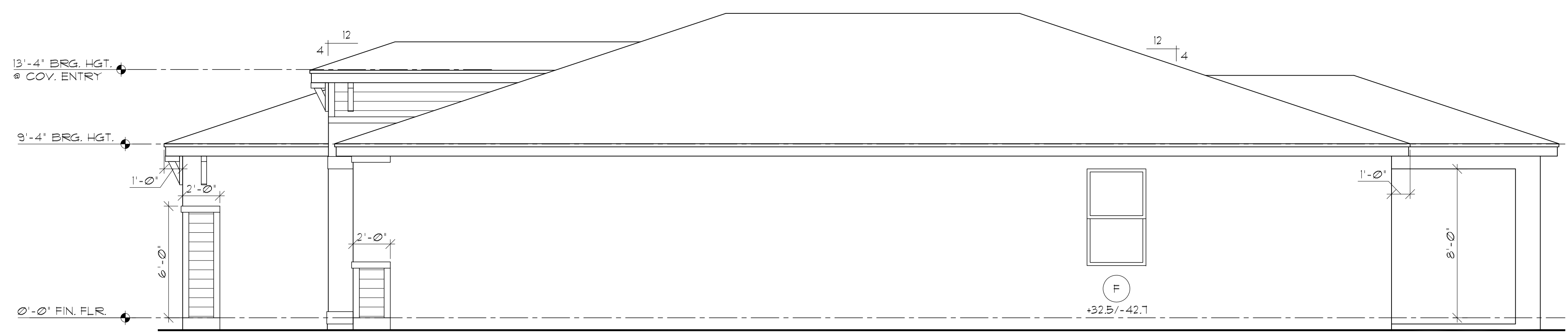
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 STATE OF FLORIDA  
 JAMES CANTWELL  
 AR NO 12079

PLAN DATE: 12/11/23  
 SCALE: AS NOTED  
 SHEET NO:  
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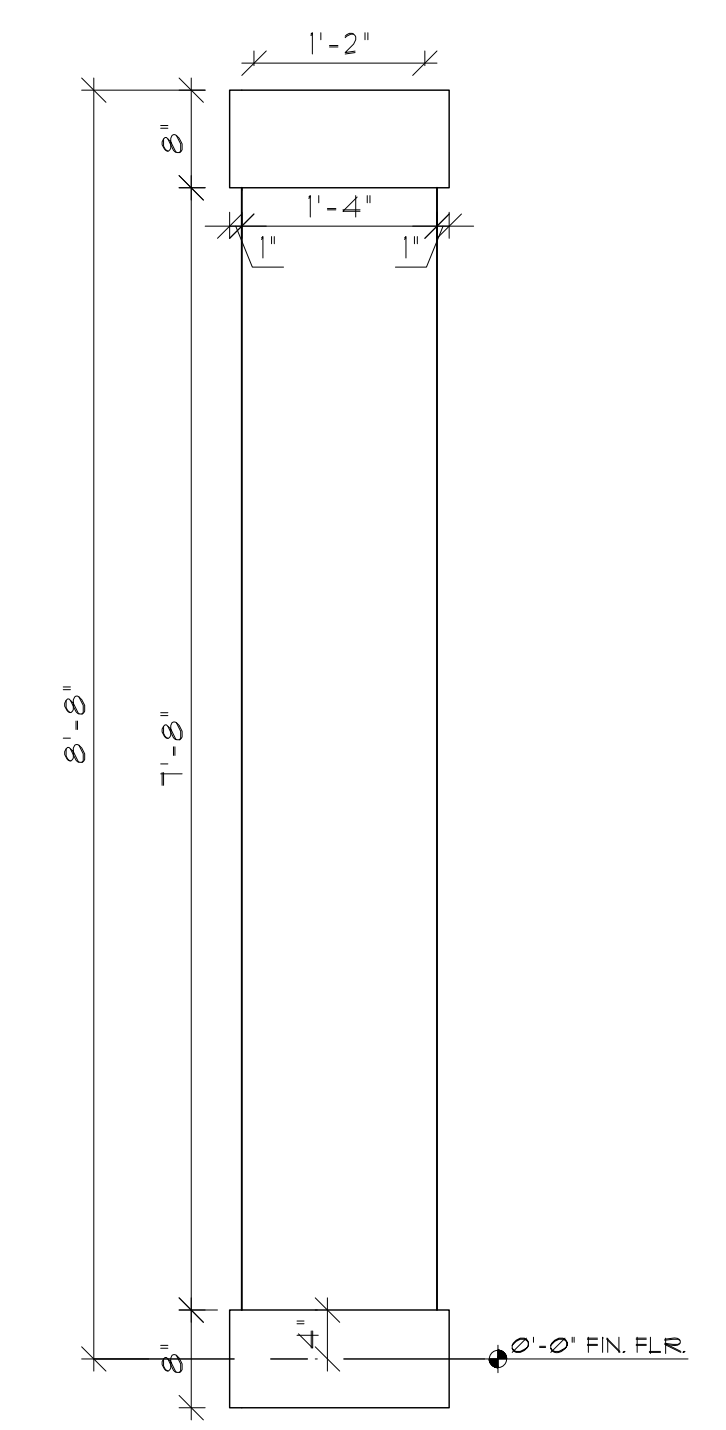


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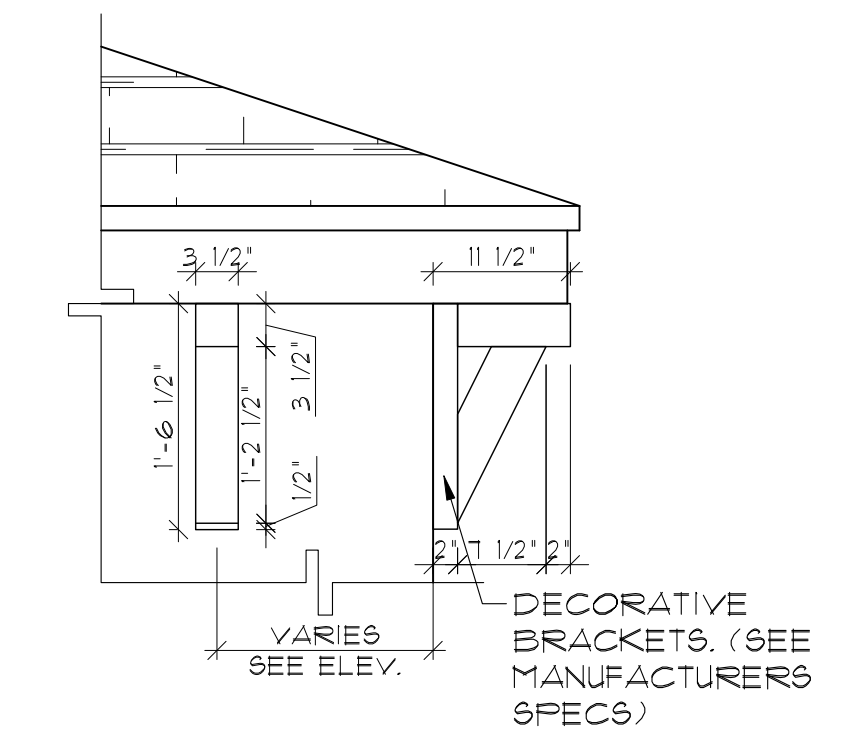
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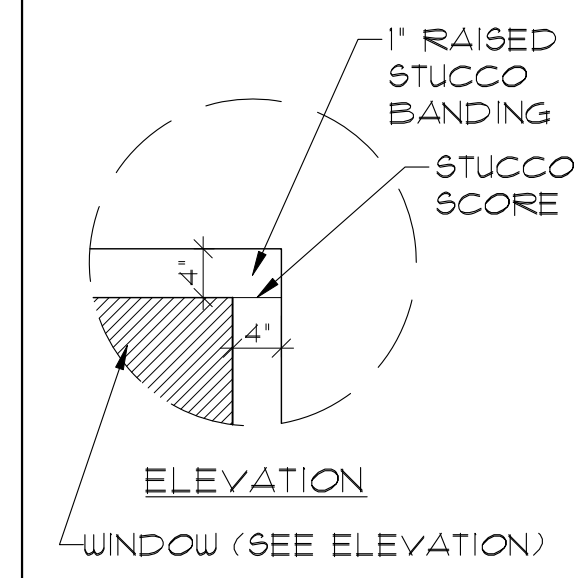
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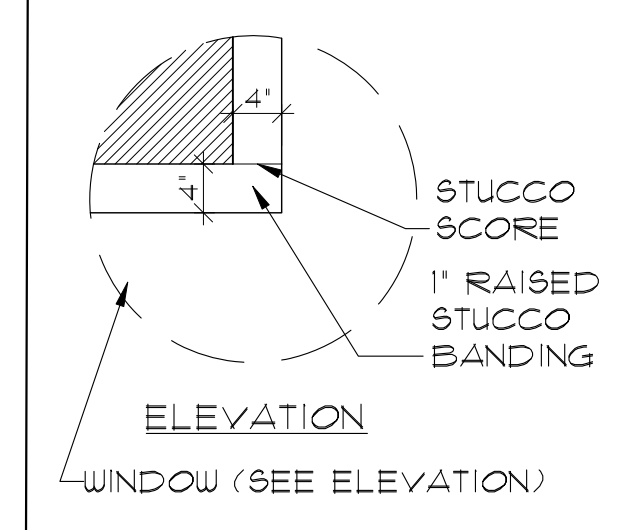
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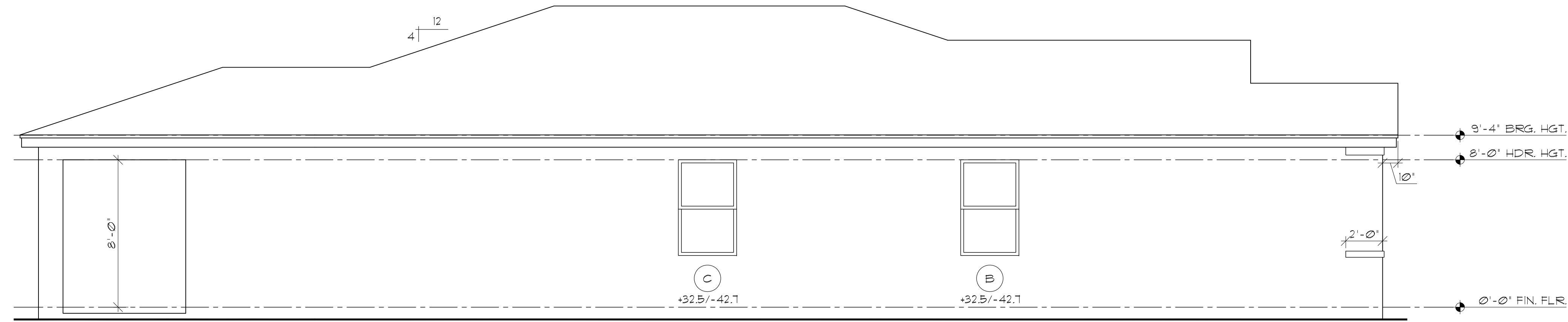
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**D4 DETAIL**  
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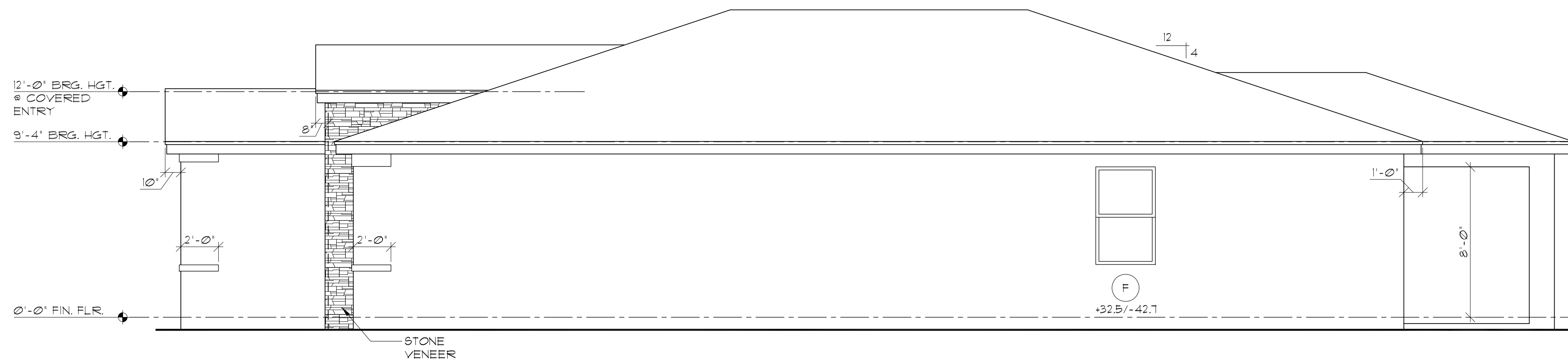
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- DETAILS INSTALLED PER MANUFACTURER'S RECOMMENDATION.
  - DETAILS SHALL HAVE TRADITIONAL LOOK AND SMOOTH FINISH UNO.
  - DECORATIVE SHUTTERS TO BE HIGH DENSITY FOAM.
  - DETAIL TO BE PRECAST OR FOAMERS.
  - MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
  - WINDOW SILLS/TRIM, WATERTABLE, DECO COLUMNS TO BE CONCRETE COVERED FOAM ON THE FIRST FLOOR, FOAM W/STUCCO FINISH ON THE SECOND FLOOR. EAVE MOLDING TO BE FOAM W/STUCCO FINISH INCLUDING FAUX BALCONY BALUSTRADES.



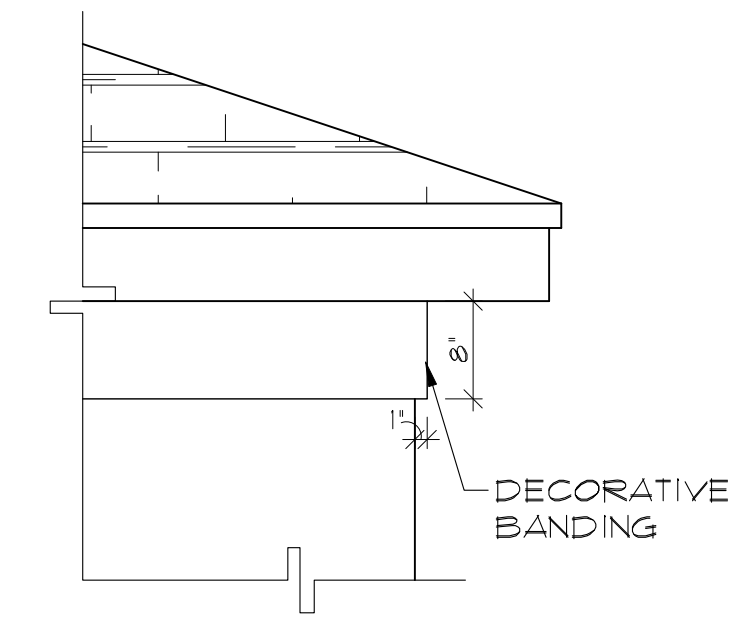


**LEFT SIDE ELEVATION**  
SCALE: 1/4" = 1'-0"

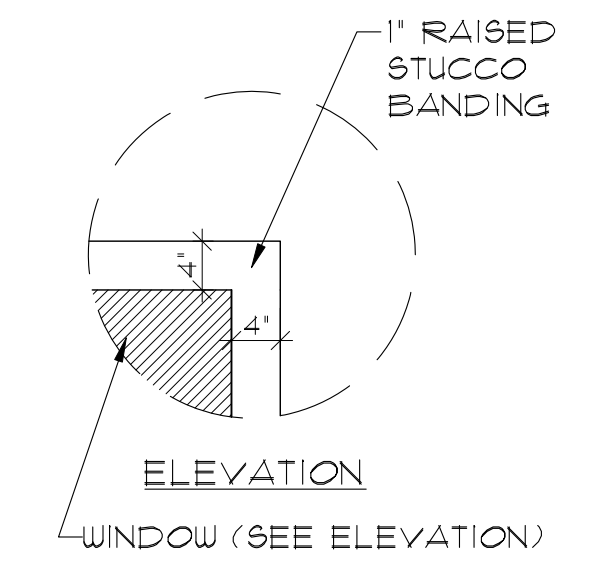
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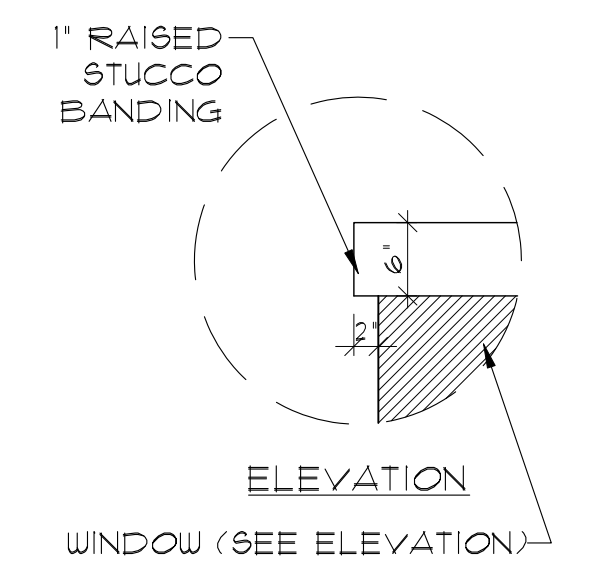
**RIGHT SIDE ELEVATION**  
SCALE: 1/4" = 1'-0"



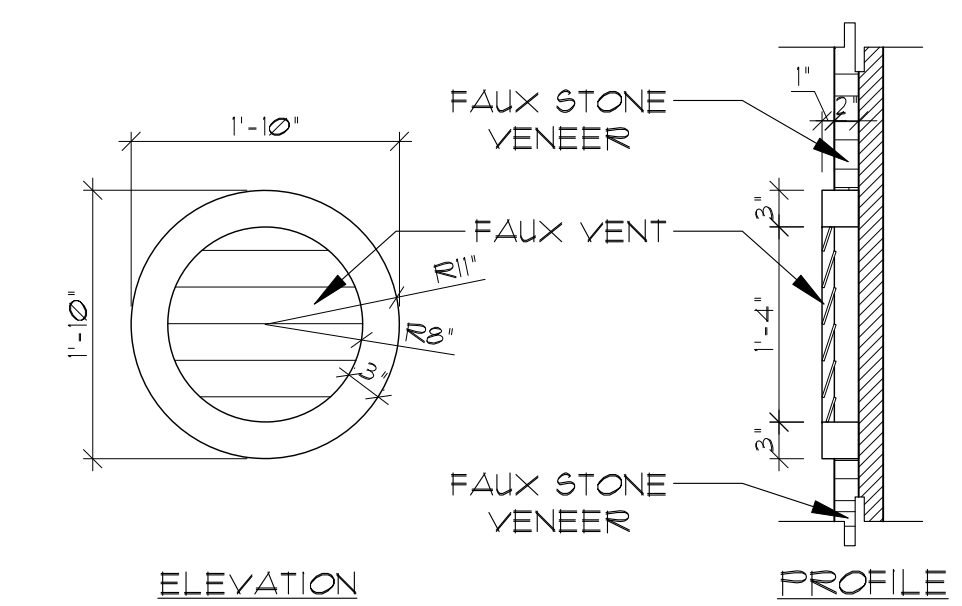
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SCALE: 3/4" = 1'-0"



**E2 DETAIL**  
SCALE: 3/4" = 1'-0"



**E3 DETAIL**  
SCALE: 3/4" = 1'-0"



**E4 DETAIL**  
SCALE: 3/4" = 1'-0"

**NOTE:**

- DETAILS INSTALLED PER MANUFACTURER'S RECOMMENDATION.
- DETAILS SHALL HAVE TRADITIONAL LOOK AND SMOOTH FINISH UNO.
- DECORATIVE SHUTTERS TO BE HIGH DENSITY FOAM.
- DETAIL TO BE PRECAST OR FOAM/EIFS.
- MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
- WINDOW SILLS/TRIM, WATERTABLE, DECO COLUMNS TO BE CONCRETE COVERED FOAM ON THE FIRST FLOOR, FOAM W/STUCCO FINISH ON THE SECOND FLOOR; EAVE MOLDING TO BE FOAM W/STUCCO FINISH INCLUDING FAUX BALCONY BALUSTRADES.

**ARCHITECTS**  
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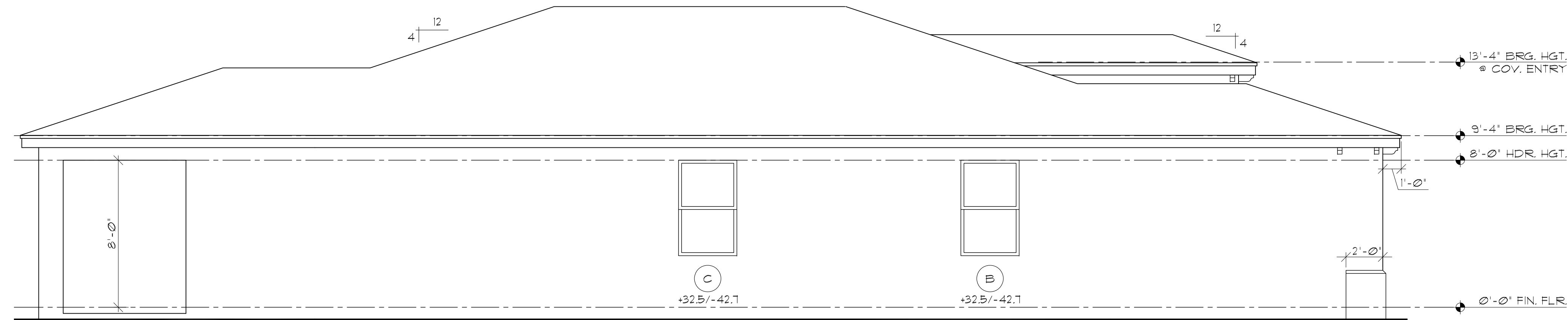
DATE	DESCRIPTION

**LENNAR**  
8895 N. Military Trail, Suite 101-B  
Palm Beach Gardens, FL 33410  
Palm Atlantic Division

**SUBDIV. & LOT:**  
RIVERWOOD  
(AMERICAN DREAM SERIES)  
PROJECT# 03300.026/####  
LENNAR# #7741  
VERSION:  
HARTFORD 1941 ELEV.D.E.S  
GARAGE SWING:  
RIGHT  
PAGE:  
LEFT & RIGHT ELEV. "E"  
160 MPH EXPOSURE C

**ARCHITECT:**  
STATE OF FLORIDA  
  
JAMES CANTWELL  
AR NO 12079

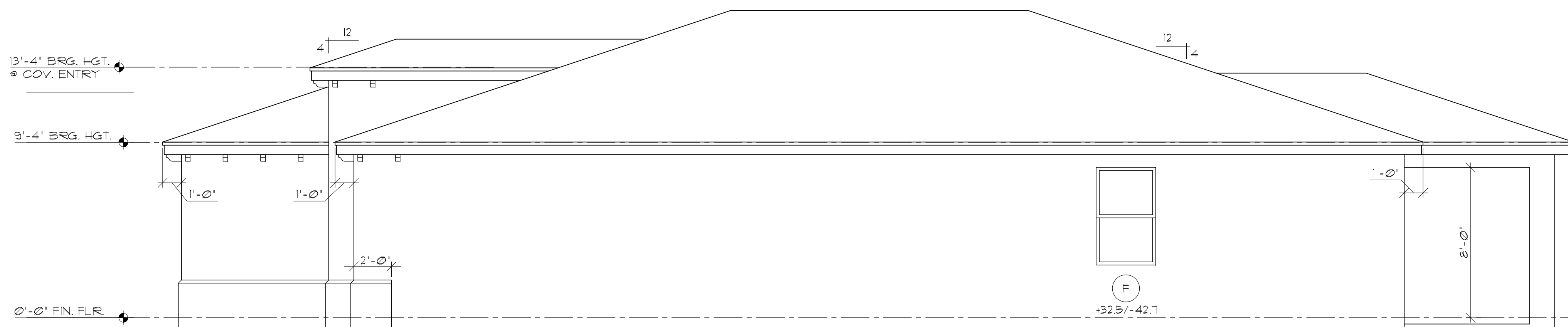
**PLAN DATE:** 12/11/23  
**SCALE:** AS NOTED  
**SHEET NO:**  
A3E



LEFT SIDE ELEVATION

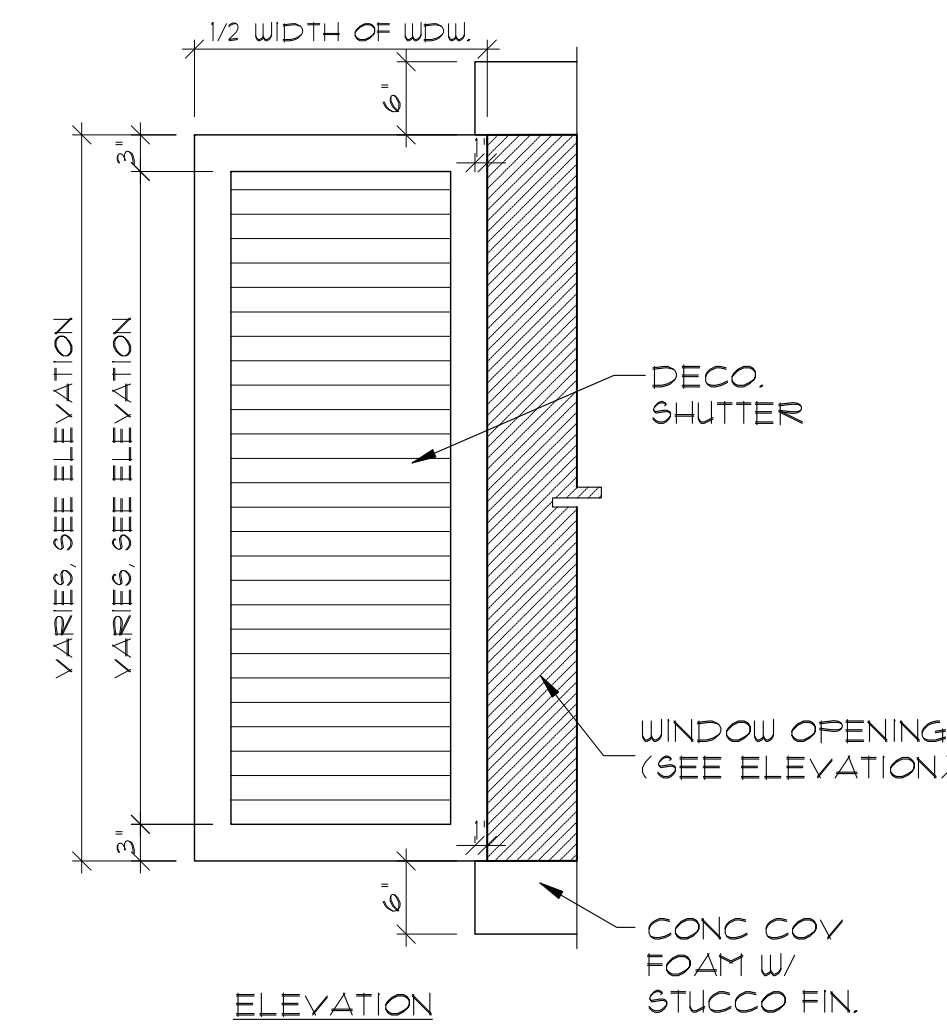
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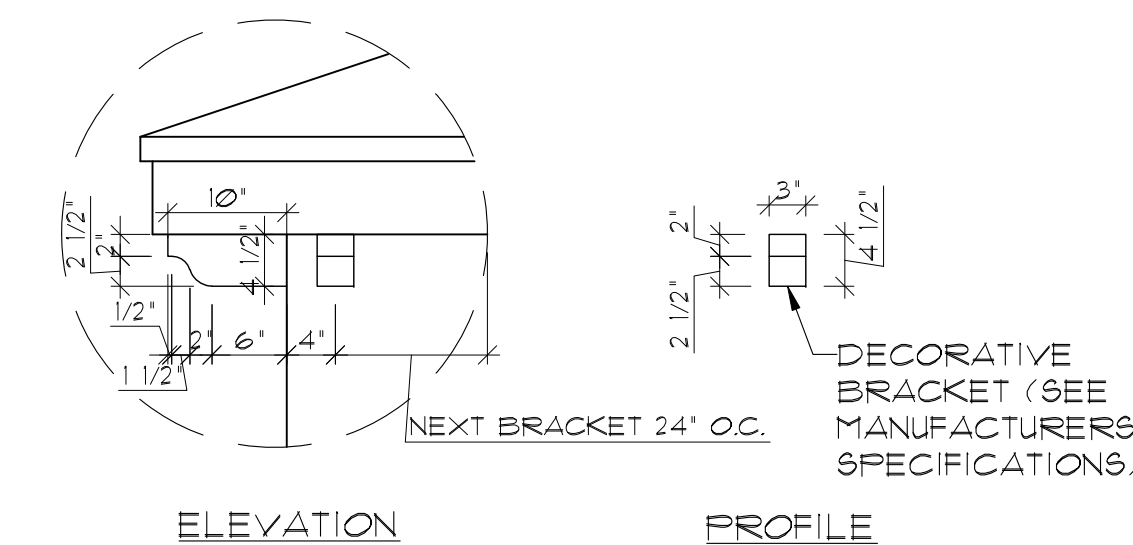
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



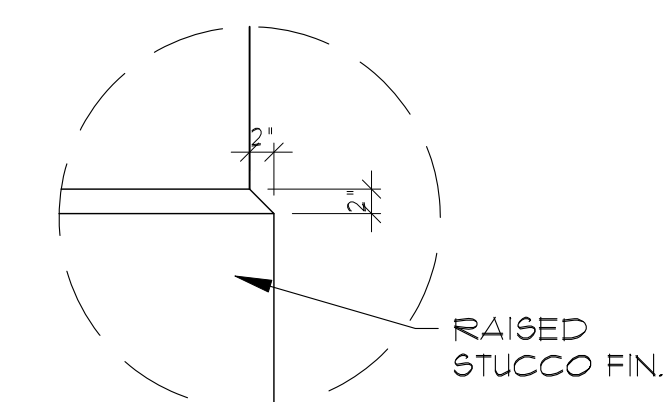
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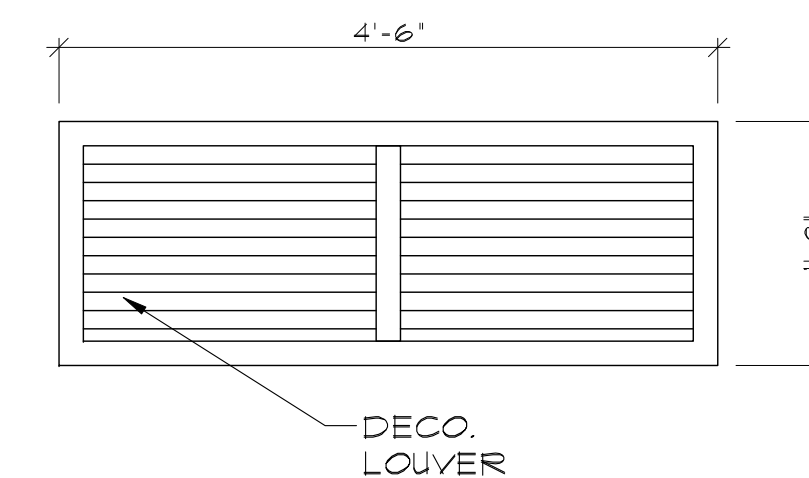
S2 DETAIL

SCALE: 3/4" = 1'-0"



S3 DETAIL

SCALE: 3/4" = 1'-0"



S4 DETAIL

SCALE: 3/4" = 1'-0"

NOTE:

- DETAILS INSTALLED PER MANUFACTURER'S RECOMMENDATION.
- DETAILS SHALL HAVE TRADITIONAL LOOK AND SMOOTH FINISH UNO.
- DECORATIVE SHUTTERS TO BE HIGH DENSITY FOAM.
- DETAIL TO BE PRECAST OR FOAMERS.
- MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
- WINDOW SILLS/TRIM, WATERTABLE, DECO COLUMNS TO BE CONCRETE COVERED FOAM ON THE FIRST FLOOR, FOAM W/STUCCO FINISH ON THE SECOND FLOOR; EAVE MOLDING TO BE FOAM W/STUCCO FINISH INCLUDING FAUX BALCONY BALUSTRADES.

**ARCHITECTS**  
**AB Design Group LLC.**  
 1441 N. RONALD REAGAN BLVD.  
 LONGWOOD, FL 32750  
 PH: 407-774-6078  
 FAX: 407-774-4078  
 www.abdesigngroup.com  
 AA #: 0003325

DATE	DESCRIPTION

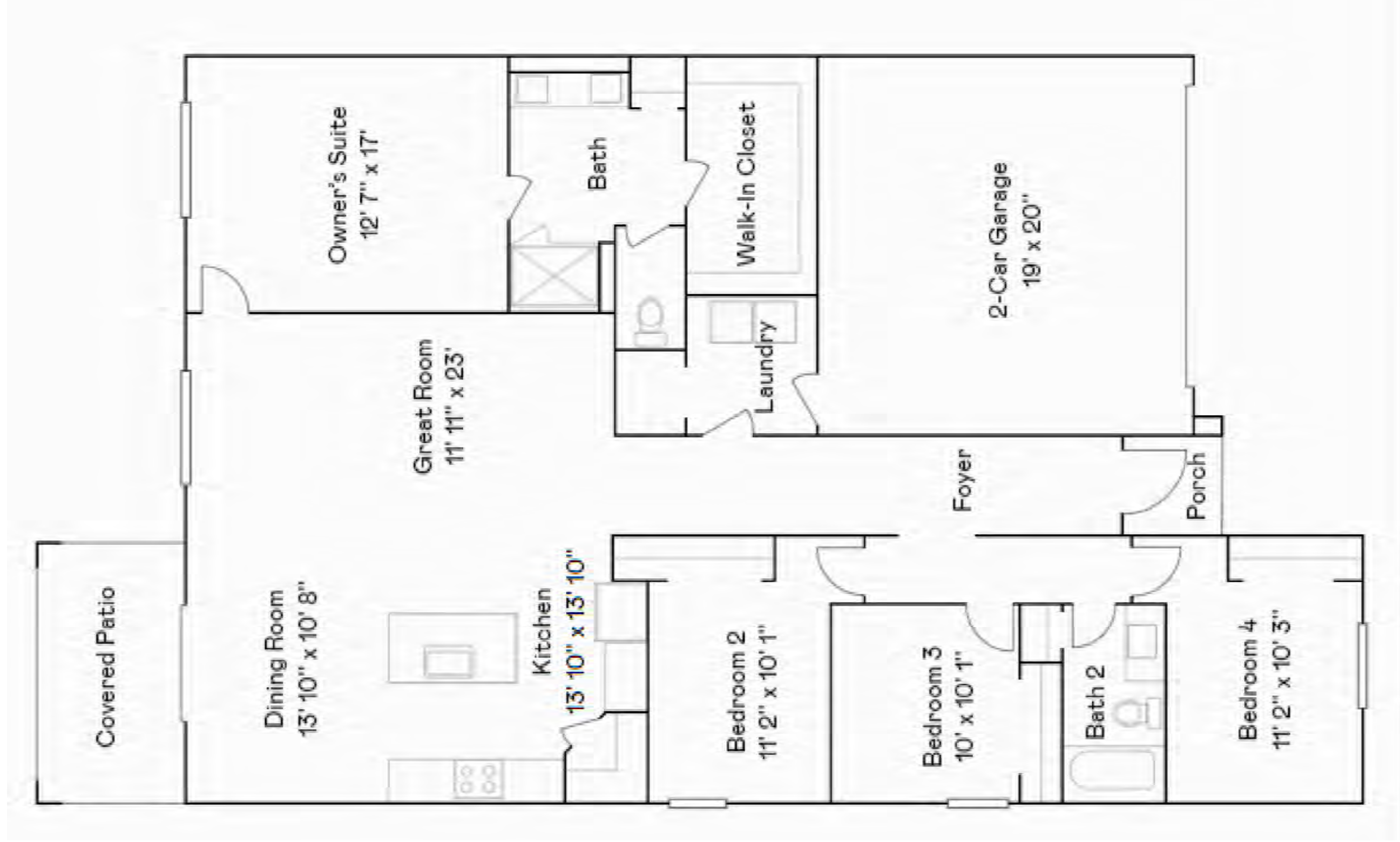
**LENNAR**  
 8895 N. Military Trail, Suite 101-B  
 Palm Beach Gardens, FL 33410  
 Palm Atlantic Division

SUBDIV. & LOT:  
 RIVERWOOD  
 (AMERICAN DREAM SERIES)  
 PROJECT# 03300.026/#####  
 LENNAR# #7741  
 VERSION:  
 HARTFORD 1941 ELEV.D.E.S  
 GARAGE SWING:  
 RIGHT  
 PAGE:  
 LEFT & RIGHT  
 ELEV. "S"  
 160 MPH EXPOSURE C

ARCHITECT:  
 STATE OF FLORIDA  
 JAMES CANTWELL  
 AR NO 12079

PLAN DATE: 12/11/23  
 SCALE: AS NOTED  
 SHEET NO:  
**A3S**





The Indies in Fort Pierce, FL

# Hartford

4 bd . 2 ba . 1,937 ft<sup>2</sup>

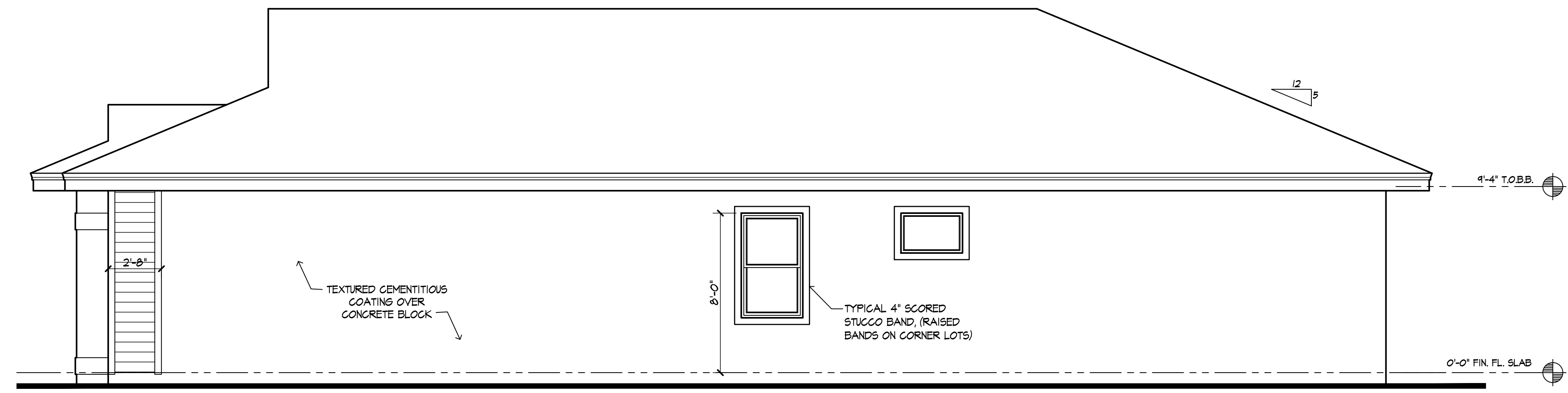
Hartford at The Indies in Fort Pierce, FL

1st Floor

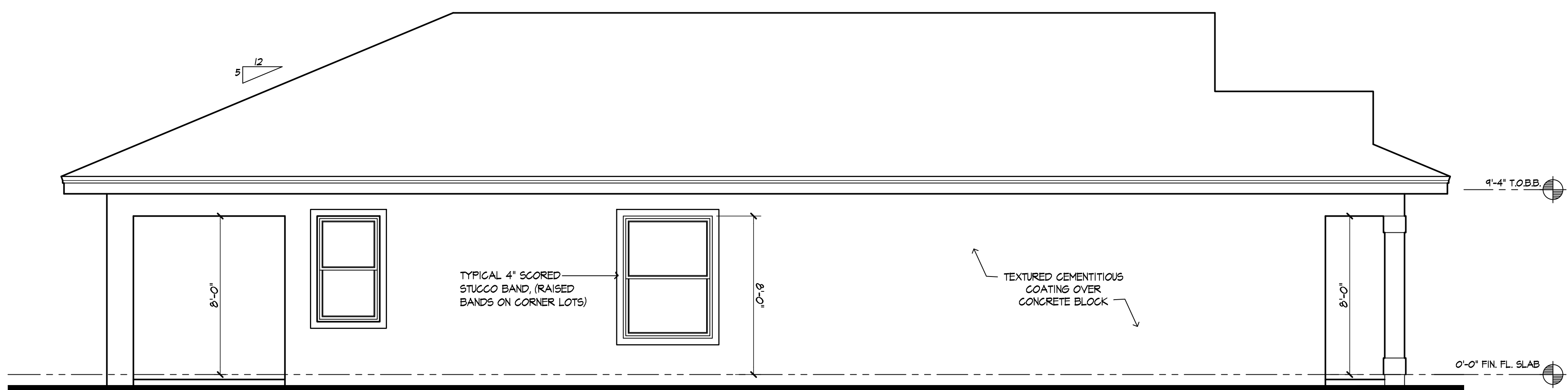
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PERMIT		12/14/23
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(2) BLDG. DEPT. COMMENTS (KF)		1/25/24

designed SBD  
 drawn KF  
 checked SBD  
 date 12/14/23  
 scale 1/4" = 1'-0" (1/0=N)  
 job no. 220021\_RD\_mm.lh

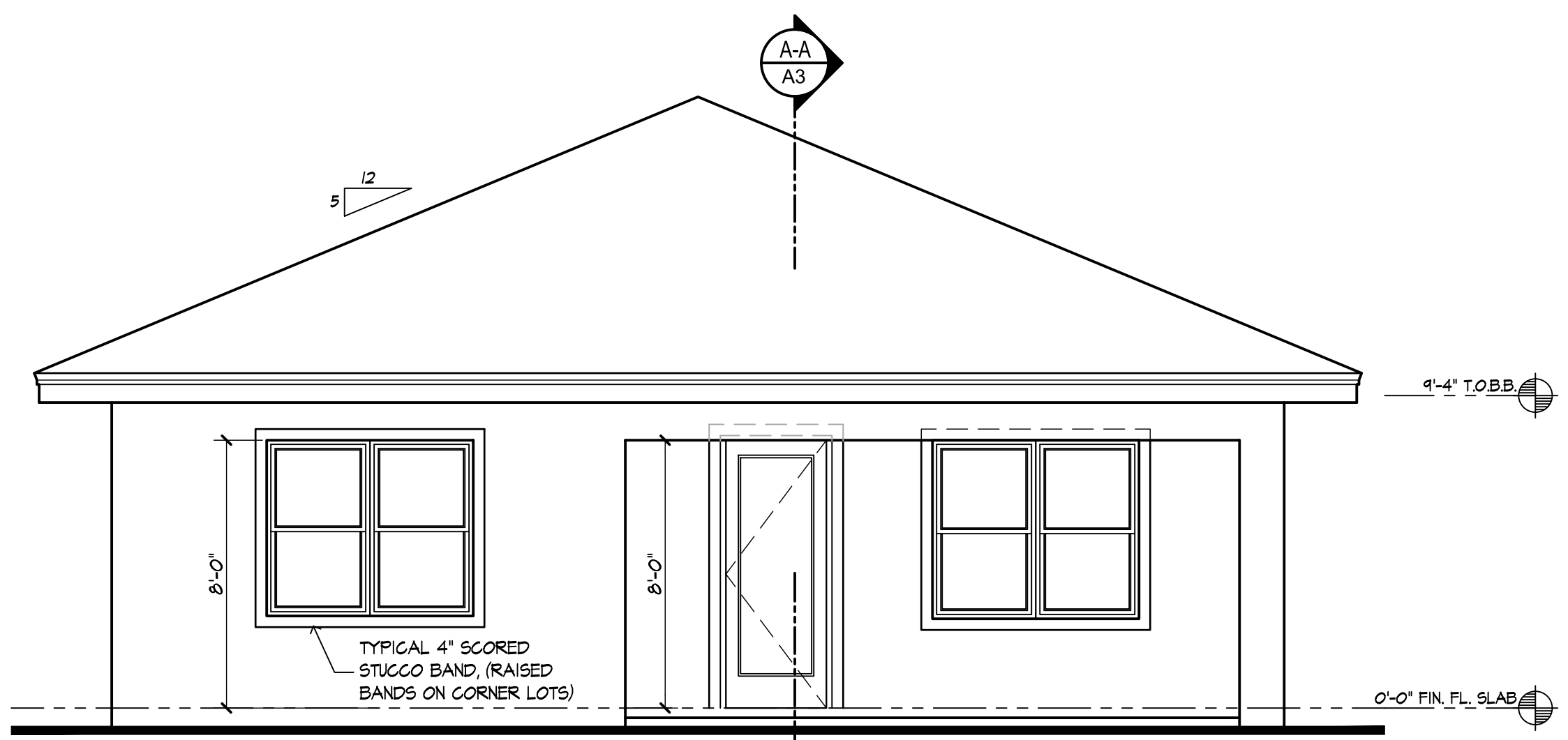
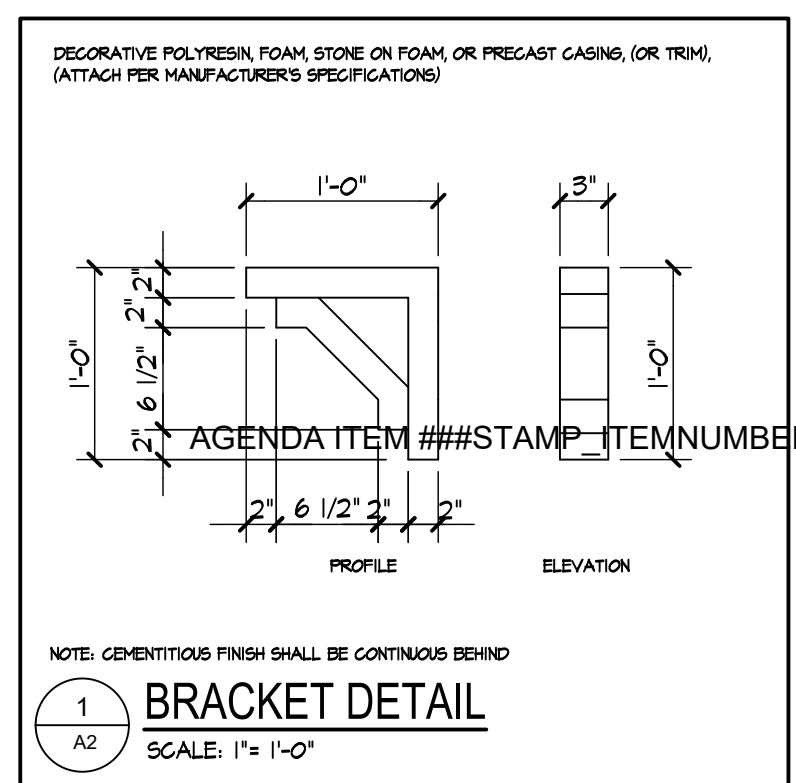
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 AR-0011586 AA-0003285



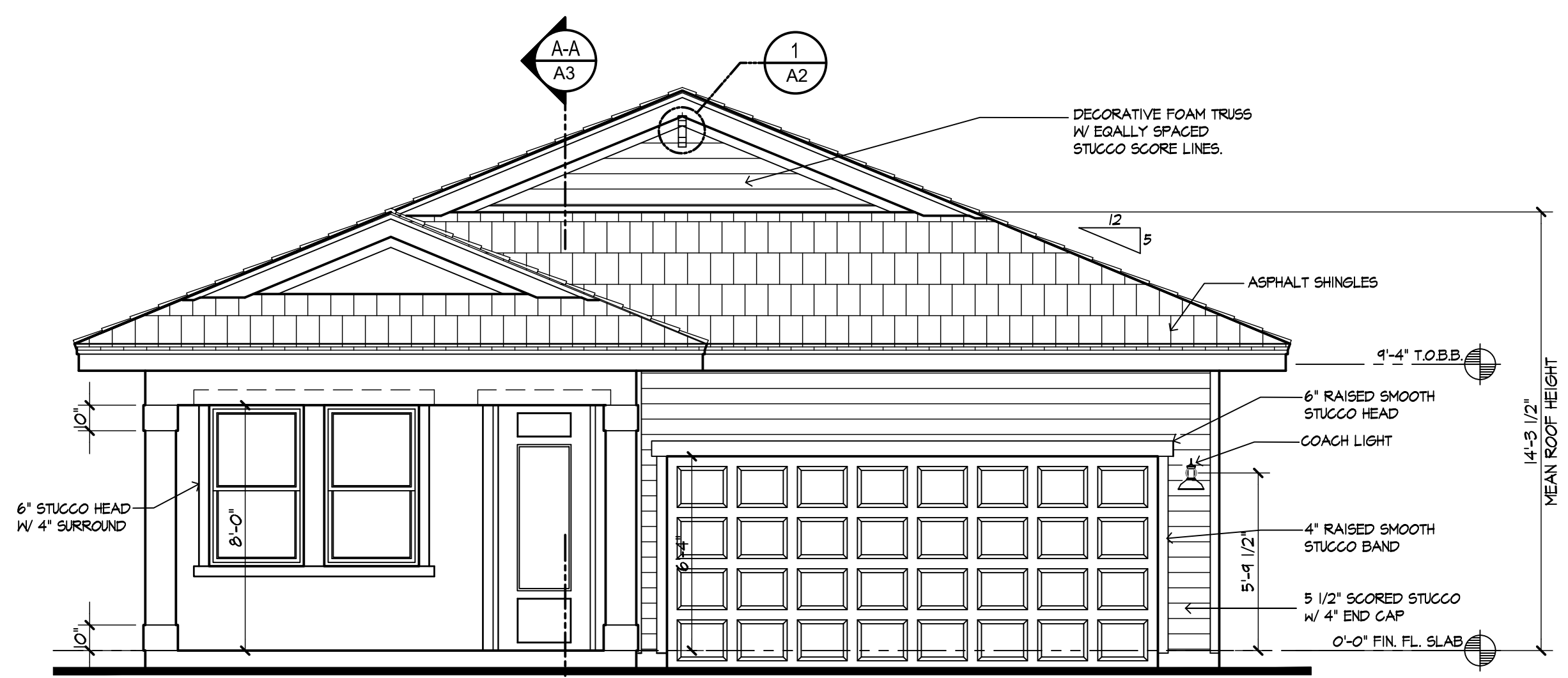
RIGHT ELEVATION - 'D'



LEFT ELEVATION - 'D'



REAR ELEVATION



FRONT ELEVATION - 'D'

JACARANDA- MODEL 1618

MASTER MODEL  
 GARAGE RIGHT, ELEVATION - 'D'  
 PORT ST. LUCIE, FLORIDA  
 by: LENNAR HOMES

ARCHITECTURAL  
 Studio, Inc.

Architecture  
 Planning

300 Avenue of Champions  
 Suite 260  
 Palm Beach Gardens, Florida 33418  
 Phone 561.202.6990  
 Fax 561.296.2494  
 archstudiofl.com

drawing  
 ELEVATIONS  
 'D'

sheet  
 A-2



revisions	no.	date
PERMIT		12/14/23
(1) BLDG. DEPT. COMMENTS (KF)		1/12/24
(2) BLDG. DEPT. COMMENTS (KF)		1/25/24

designed SBD  
 drawn KF  
 checked SBD  
 date 12/14/23  
 scale 1/4" = 1'-0" (1/0 N)  
 job no. 220021\_RF\_mm.h

Scott Blakeslee Dishser  
 AR-0011586 AA-0003285

JACARANDA- MODEL 1618

MASTER MODEL  
 GARAGE RIGHT, ELEVATION - 'F'  
 PORT ST. LUCIE, FLORIDA

by: LENNAR HOMES

project

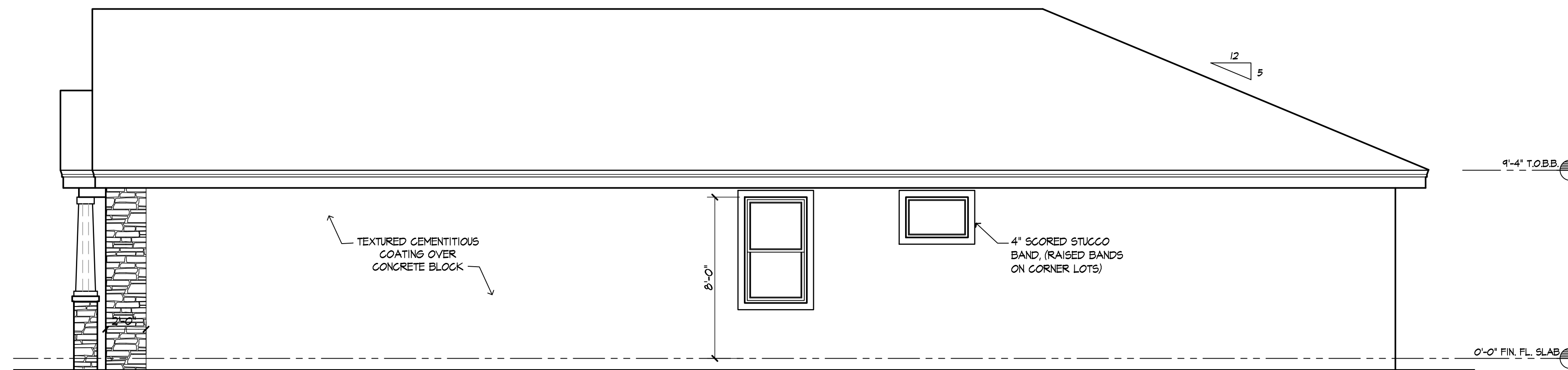
**ARCHITECTURAL**  
*Studio, Inc.*

Architecture  
 Planning

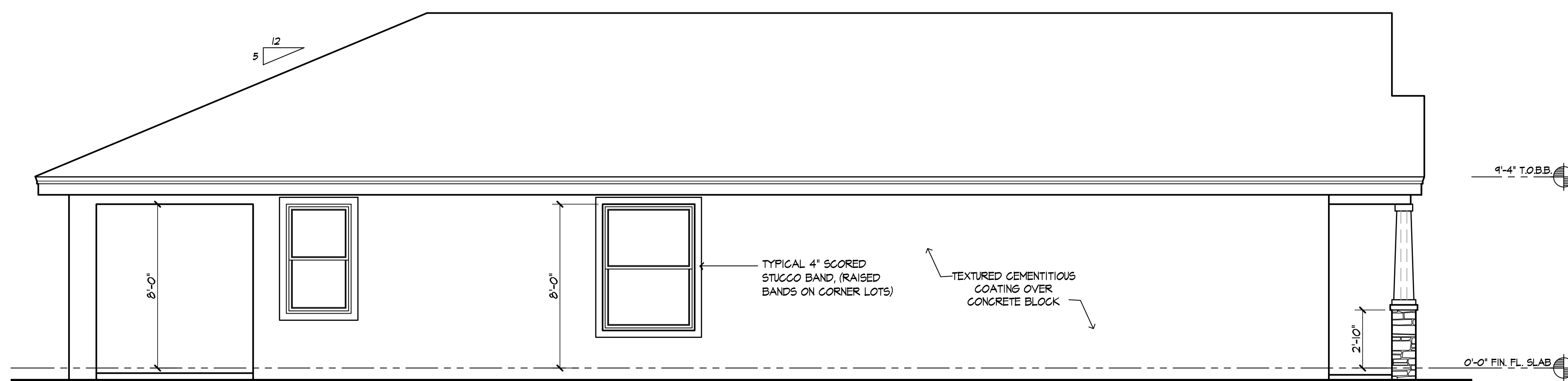
300 Avenue of Champions  
 Suite 260  
 Palm Beach Gardens, Florida 33418  
 Phone 561.202.6990  
 Fax 561.296.2494  
 archstudiofl.com

drawing  
 ELEVATIONS  
 'F'

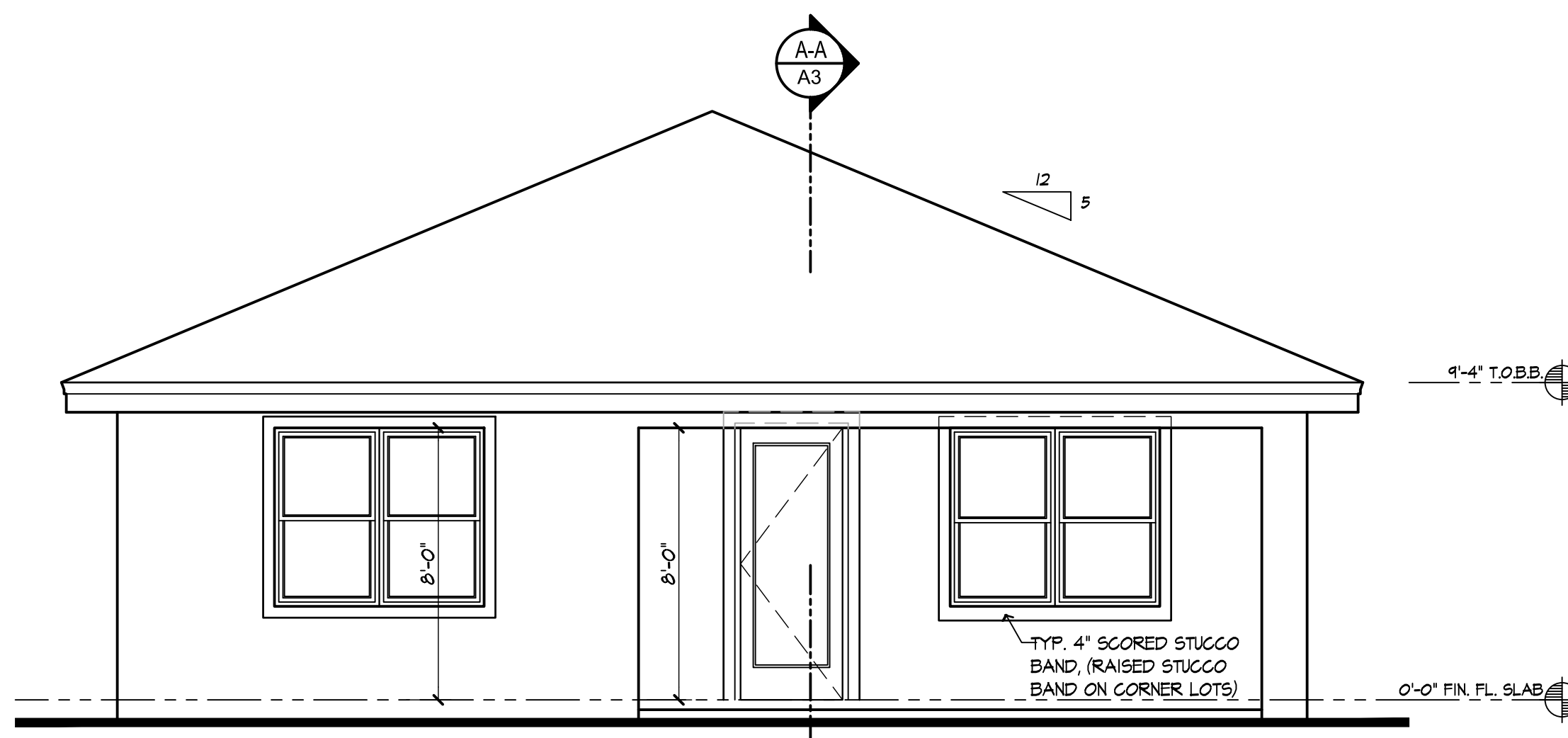
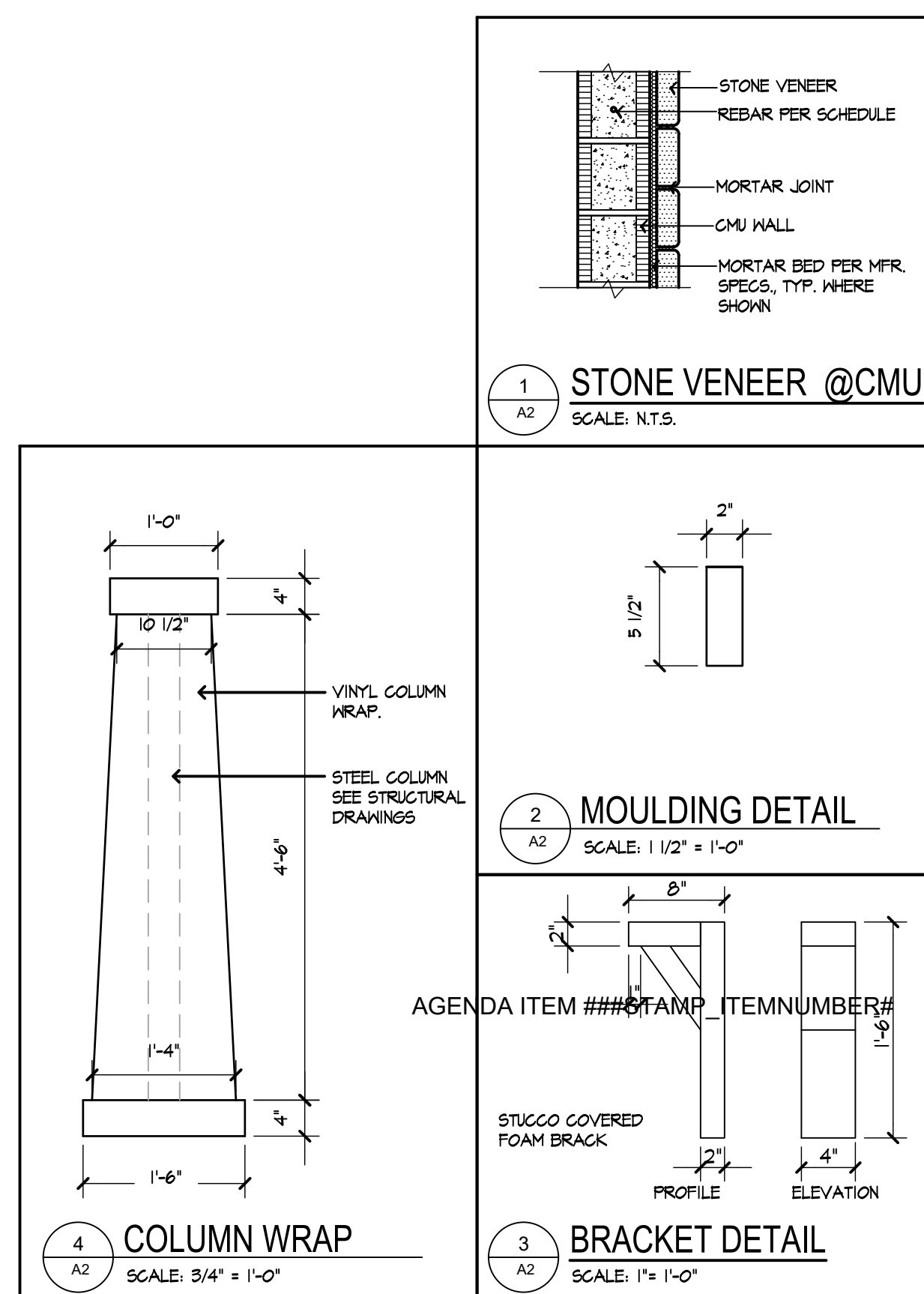
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 A-2\_F



RIGHT ELEVATION - 'F'



LEFT ELEVATION - 'F'



REAR ELEVATION - 'F'

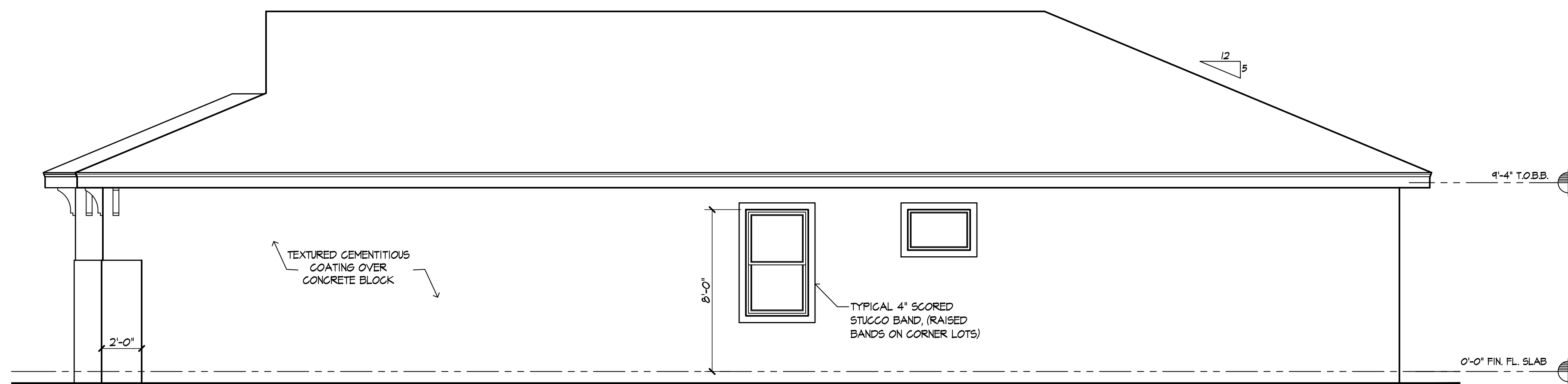


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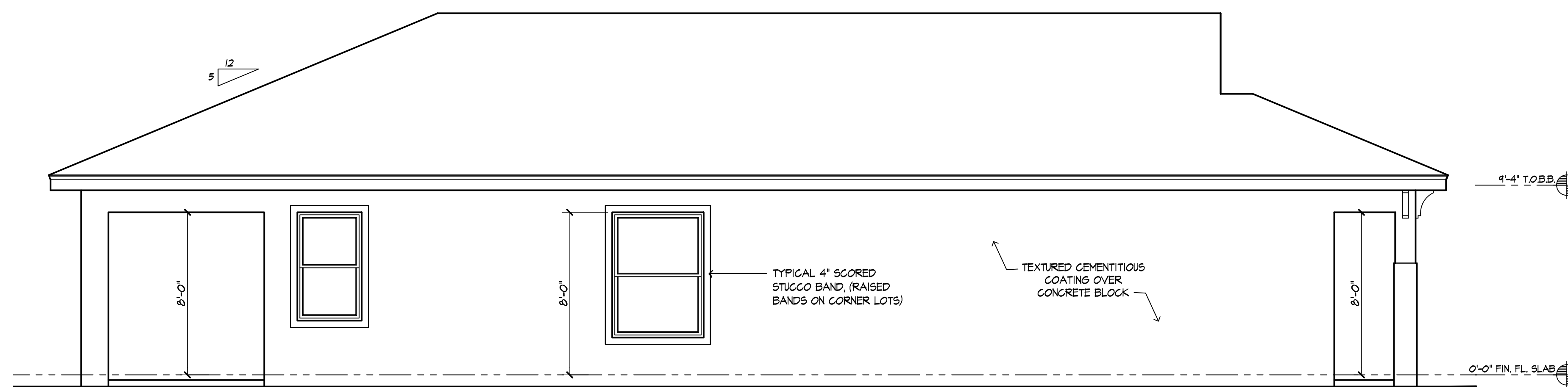
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PERMIT		12/14/23
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 date 12/14/23  
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 job no. 220021\_RS\_mm.h

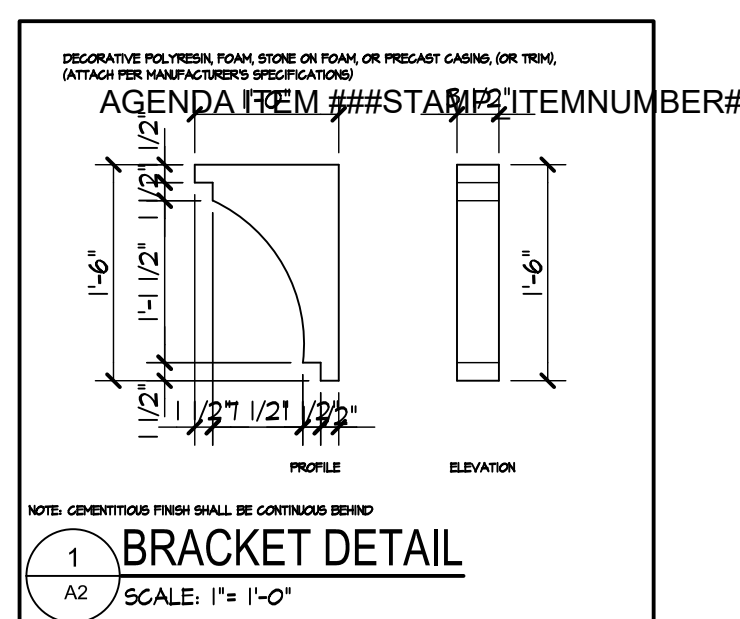
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 AR-0011586 AA-0003285



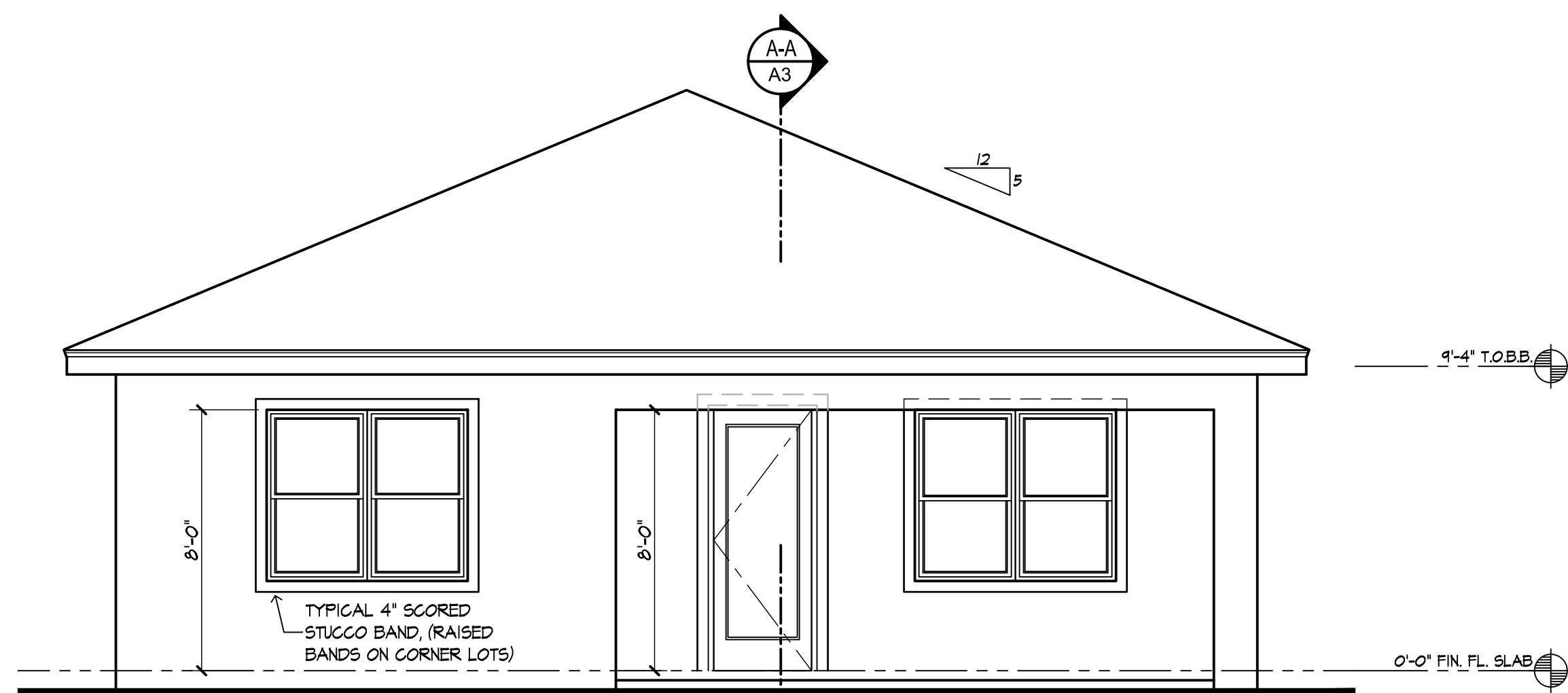
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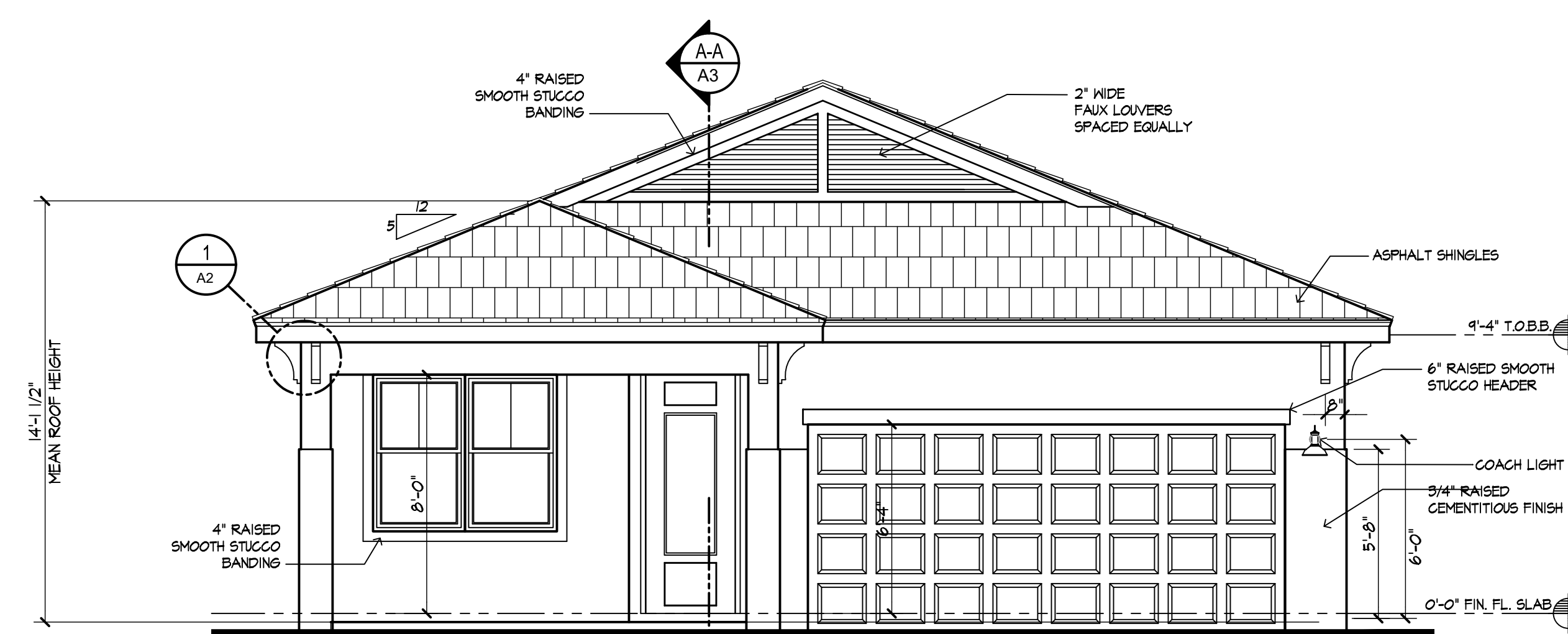
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BRACKET DETAIL  
SCALE: 1" = 1'-0"



REAR ELEVATION - 'S'



FRONT ELEVATION - 'S'

JACARANDA- MODEL 1618

MASTER MODEL  
 GARAGE RIGHT, ELEVATION - 'S'  
 PORT ST. LUCIE, FLORIDA

by: LENNAR HOMES

project

**ARCHITECTURAL**  
*Studio, Inc.*

Architecture  
 Planning

300 Avenue of Champions  
 Suite 260  
 Palm Beach Gardens, Florida 33418  
 Phone 561.202.6990  
 Fax 561.296.2494  
 archstudioff.com

drawing  
**ELEVATIONS**  
 'S'

sheet  
 A-2







The Isles East in Port St Lucie, FL

# Jacaranda

3 bd . 2 ba . 1,610 ft<sup>2</sup>

Jacaranda at The Isles East in Port St Lucie, FL

1st Floor

PAINT AND FINISH SCHEDULE / KEY	
PAINT COLOR SCHEME	SURFACE TEXTURE / FINISH KEY
BODY COLOR	TEXTURE FINISH 
TRIM COLOR	SAND FINISH 
NOTE: WRAP THE SAND FINISH TRIM BAND (WHERE SHOWN AROUND WINDOWS & DOORS) INTO THE JAMB, HEAD & SILL OF THE WINDOW & DOORS. PAINT THE BAND, JAMB, HEAD & SILL THE TRIM COLOR.	

REVISIONS		
NO.	DESC.	DATE
-	-	++
-	-	++
-	-	++
-	-	++
-	-	++

8895 N Military Trail  
Suite 301-D  
Palm Beach Gardens, FL  
561.345.6700  
www.lennar.com



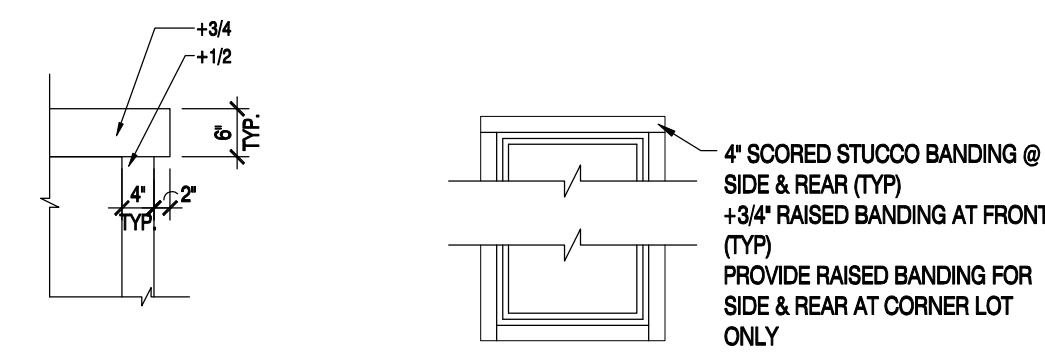
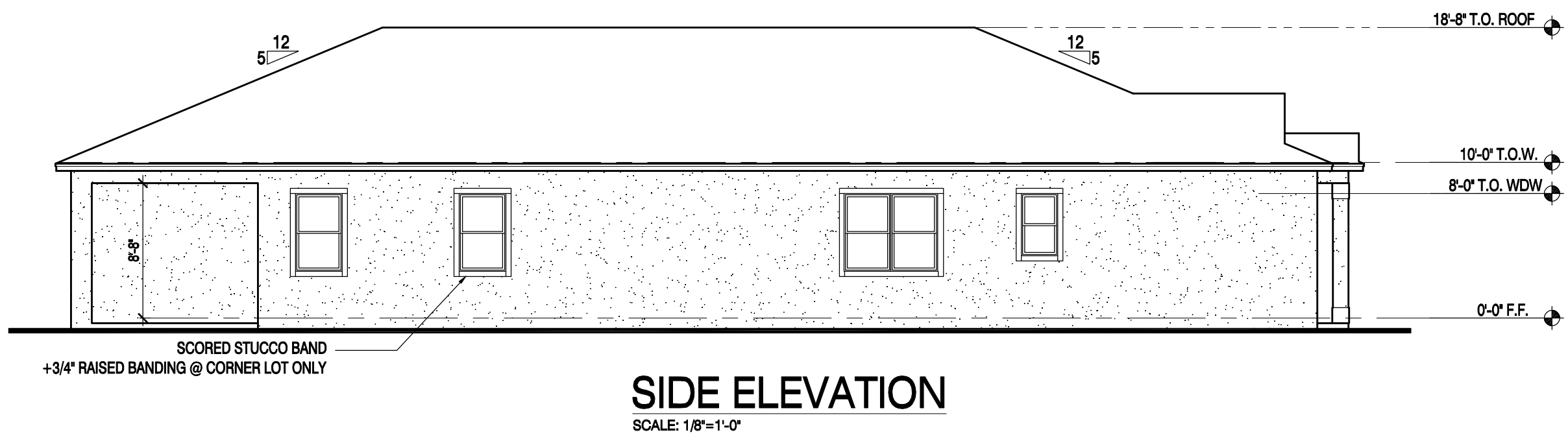
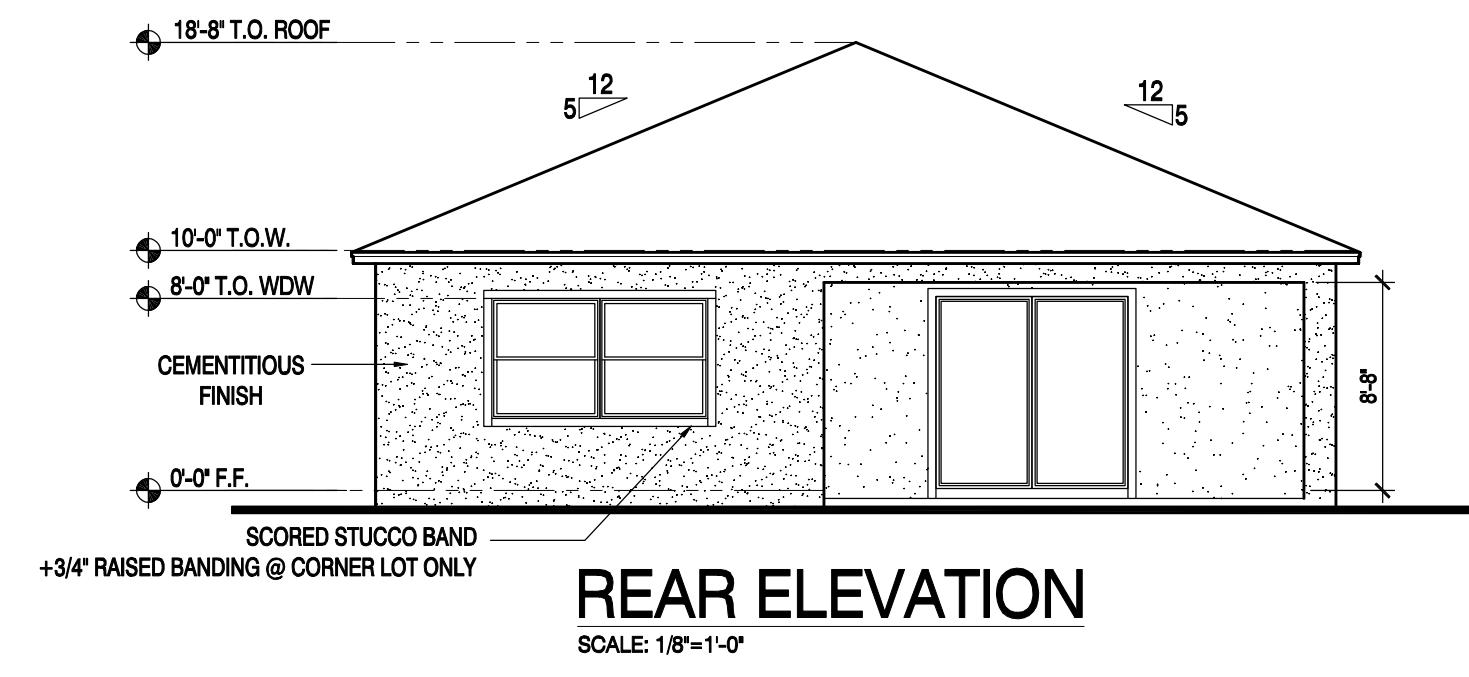
**Fieldstone**  
FLORIDA OFFICE: (813) 466-3310  
MICHIGAN OFFICE: (248) 622-4035

SINGLE FAMILY  
**2389-KEY LARGO - RIGHT**  
\*PREVIOUSLY WCI # 3940-184\*  
VERANDA PRESERVE  
PORT ST. LUCIE, FLORIDA 34984

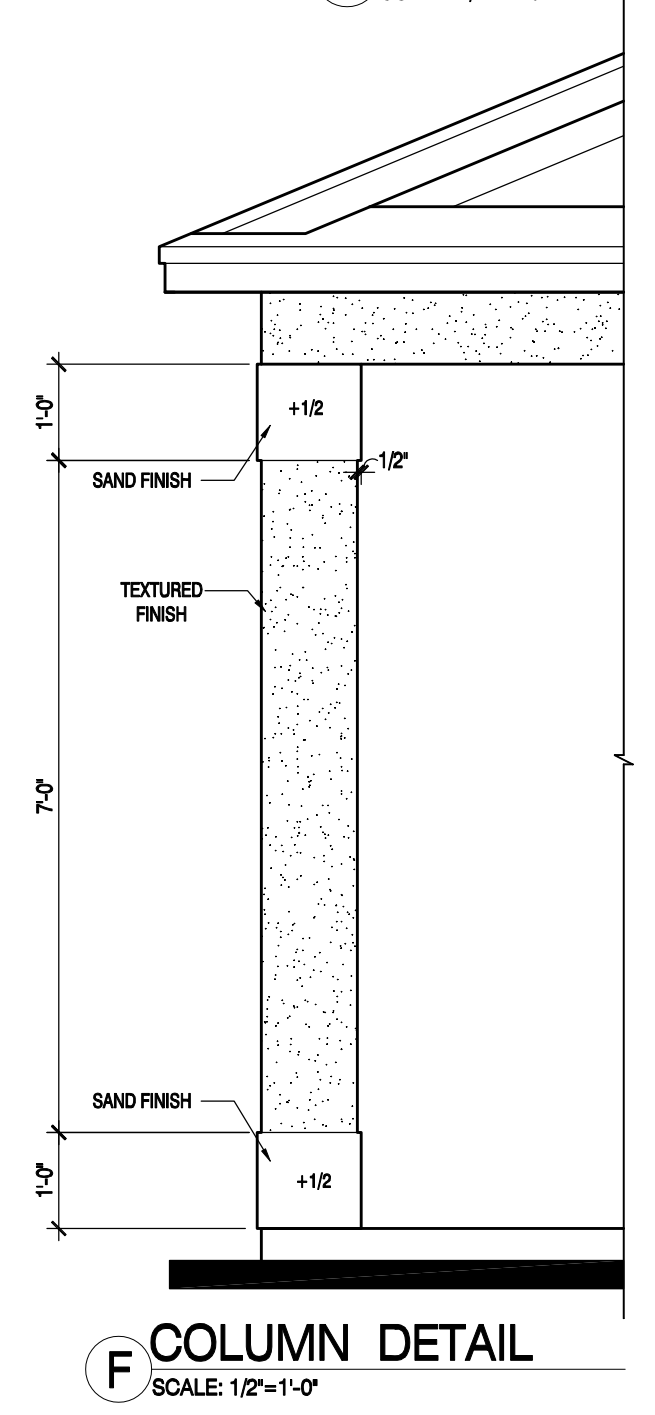
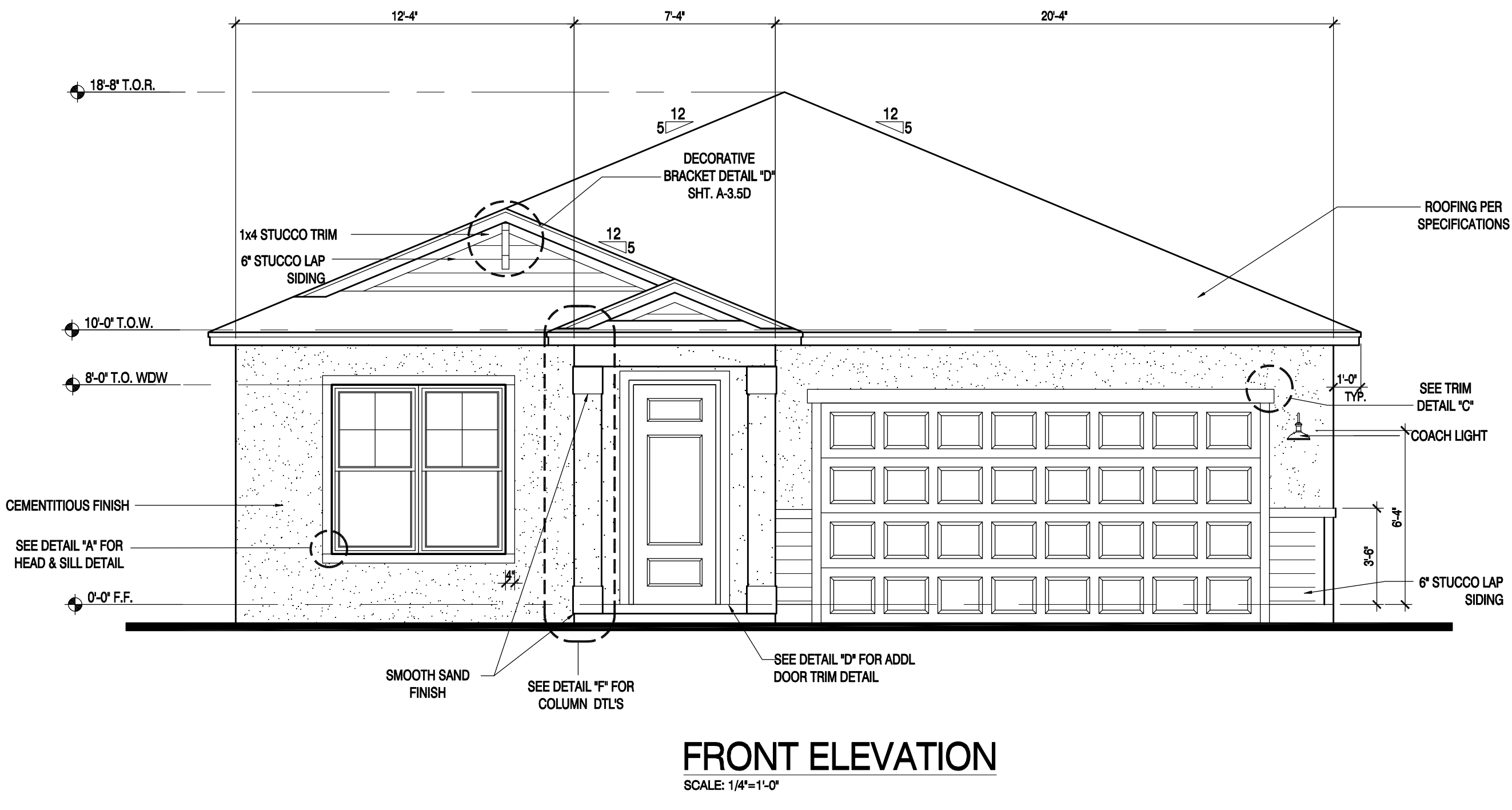
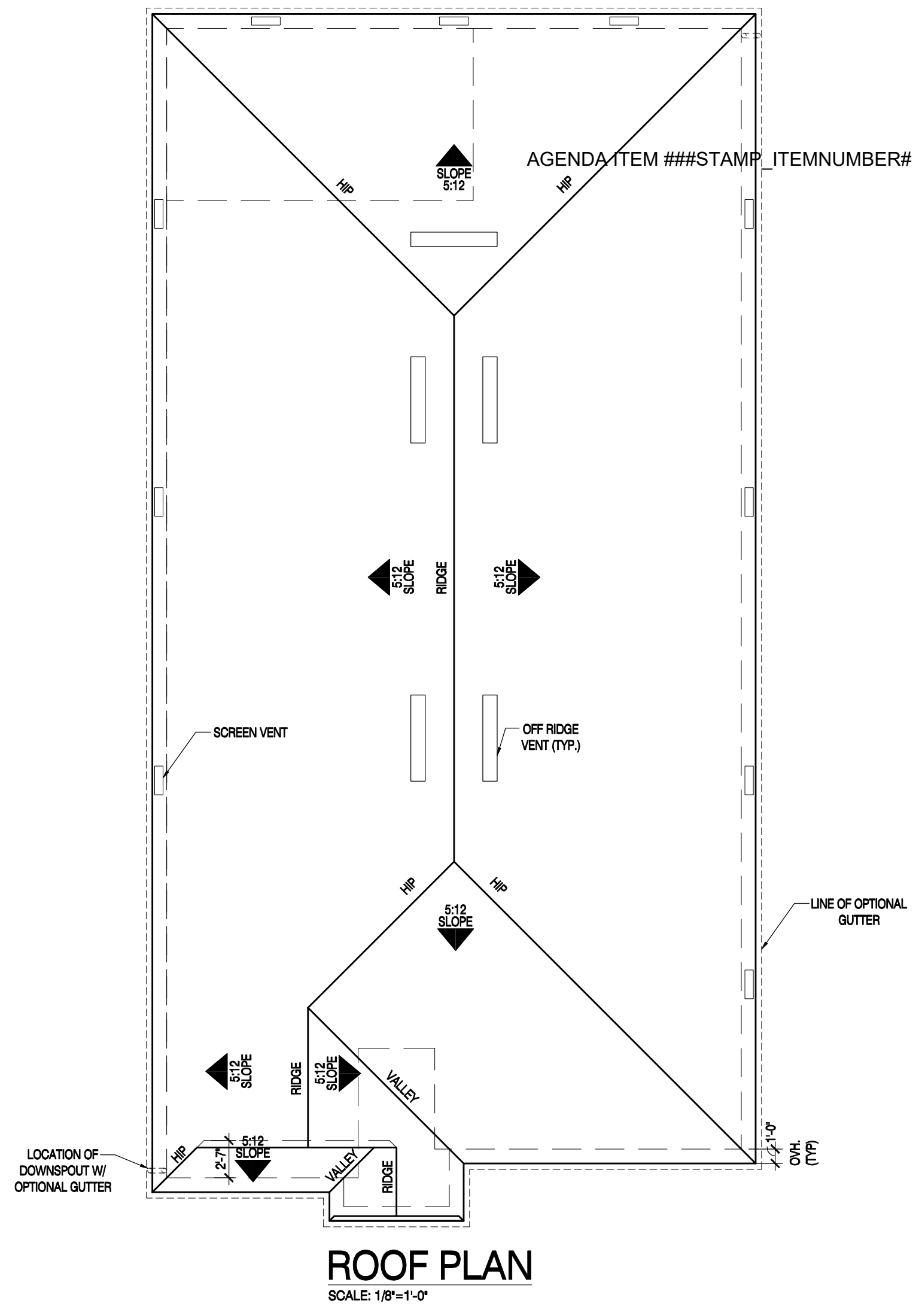
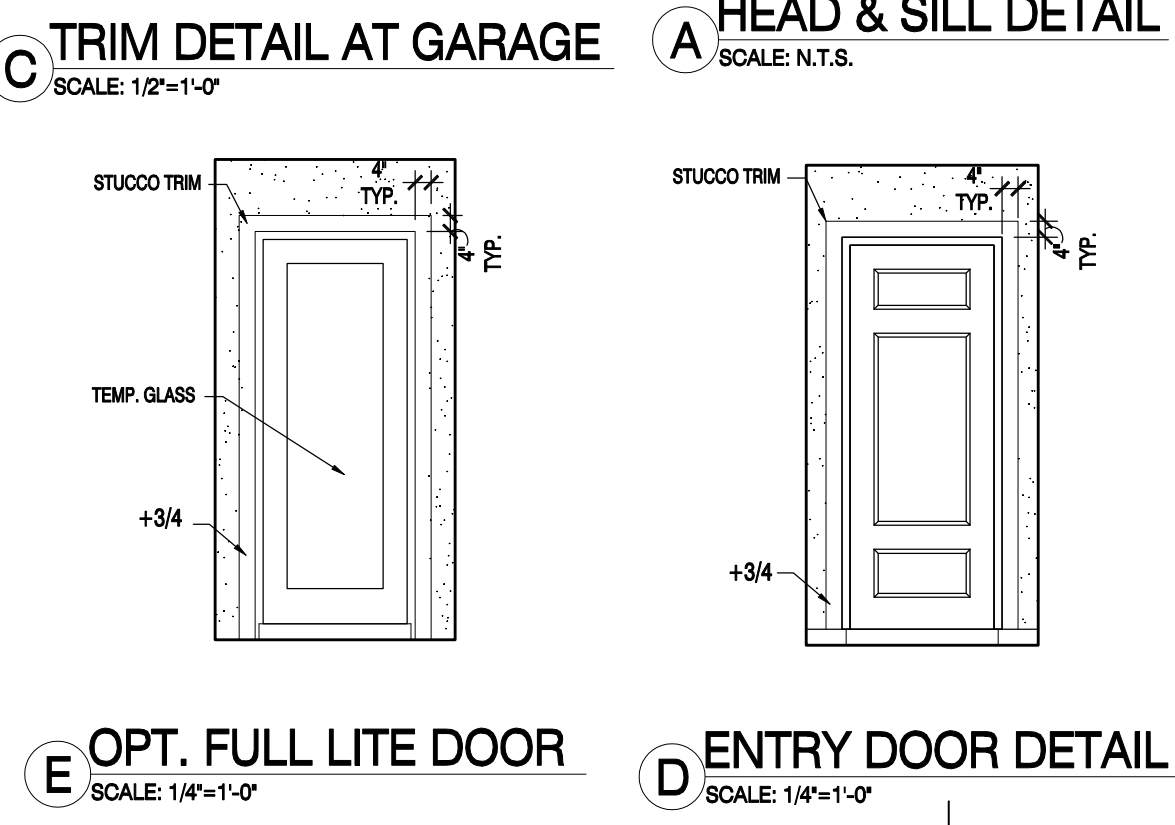
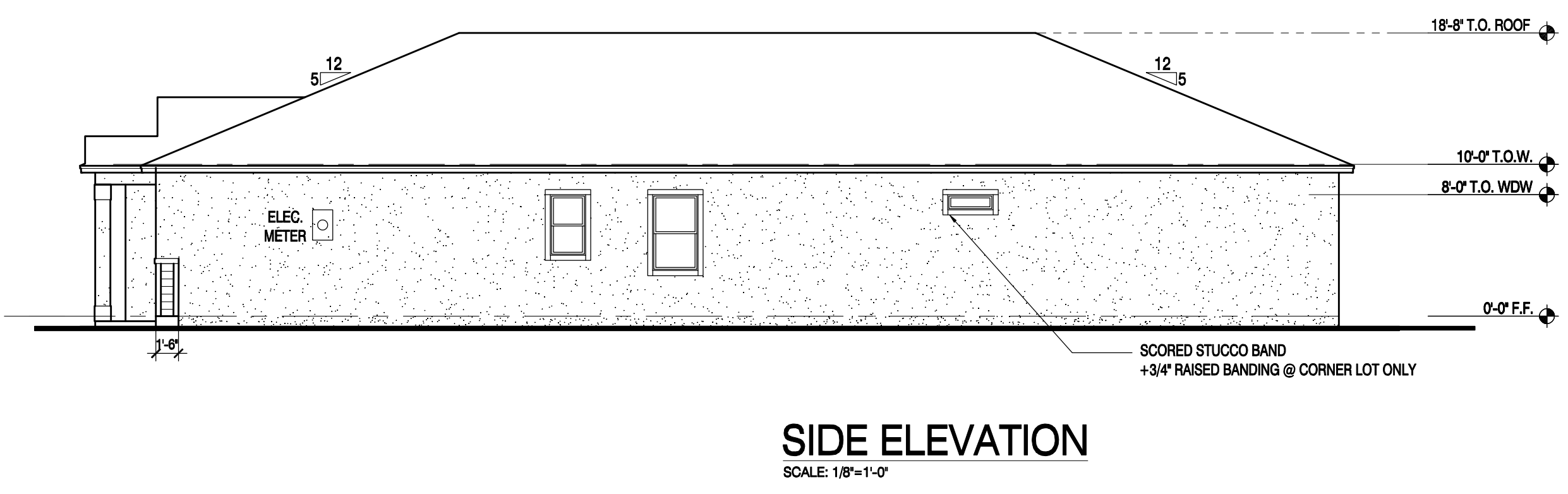
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CHECKED BY: FAE  
CHECK SET: -  
PERMIT SET: 12/01/2020

SHEET TITLE:  
ELEVATION SHEET  
"D" COAST-LOW COUNTRY  
SHEET NO.:

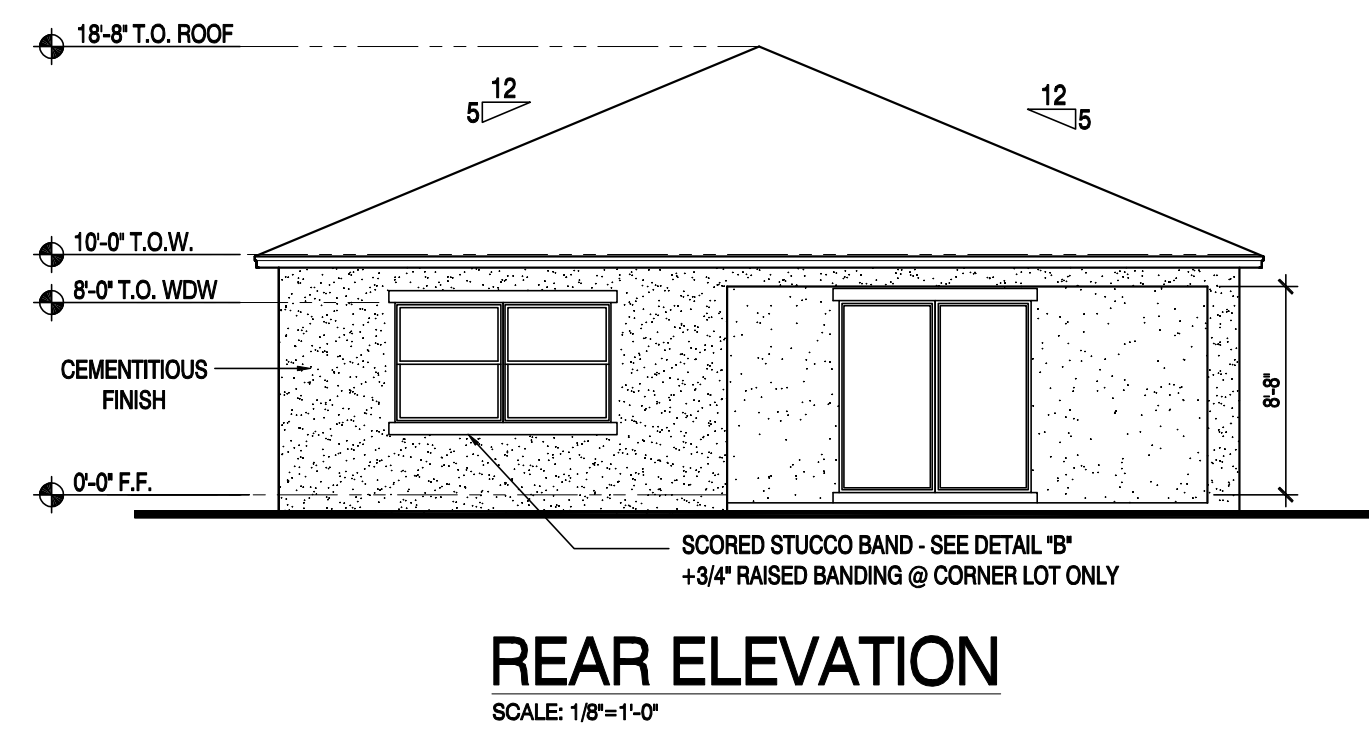
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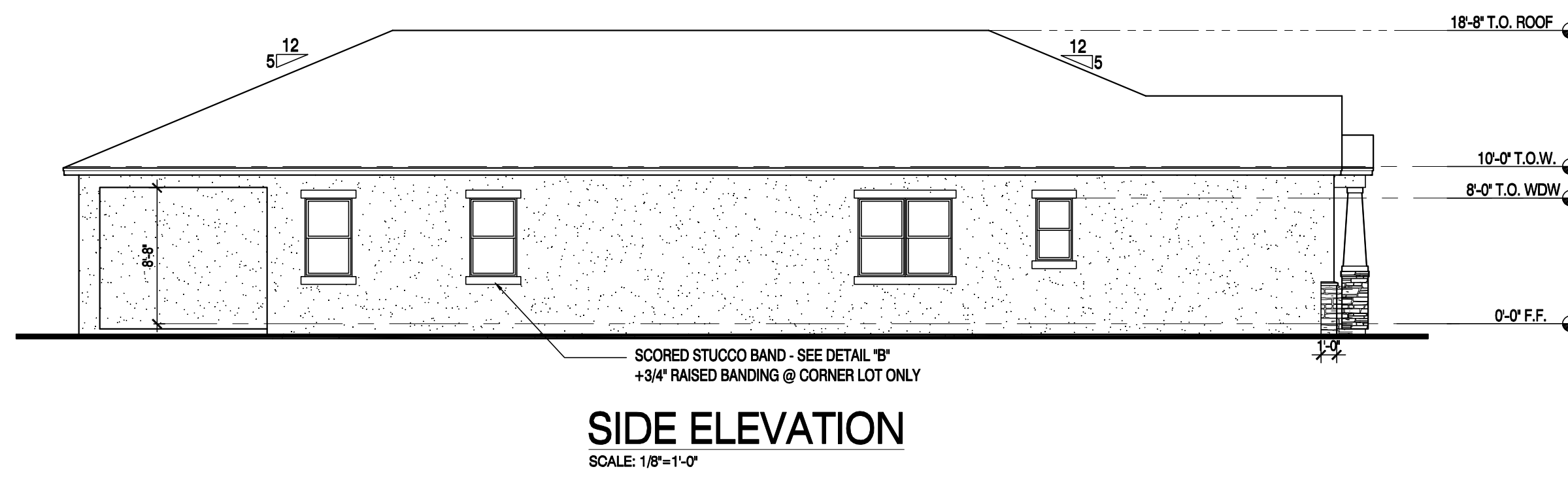
ATTIC VENTILATION REQUIREMENTS	
THE RATIO OF TOTAL NET FREE VENTILATION AREA TO THE AREA OF ATTIC CEILING SHOULD NOT BE LESS THAN 1:300	
VENTILATION AREA REQUIRED FOR ATTIC	
ATTIC = 3174 SQ. FT. / 300 = 10.58 SQ. FT. X 144 = 1524 SQ. IN.	
VENTILATION AREA PROVIDED FOR ATTIC	
HIGH ROOF VENT 1524 SQ. IN. X 40% = 610.0 / 138 = 4.4 = (5) VENTS	
(OFF-RIDGE VENT @ 138 SQ. IN EACH)	
LOW ROOF VENT = 1524 SQ. IN. X 60% = 915.0 / 100 = 9.15 = (10) SCREEN VENTS	
(7'X24" SCREENS @ 100 SQ. IN. EACH)	





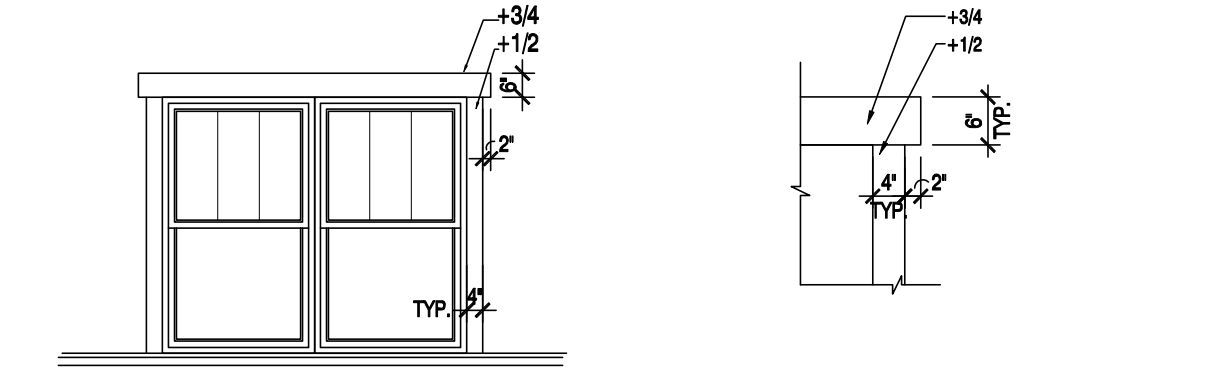


**REAR ELEVATION**  
SCALE: 1/8"=1'-0"



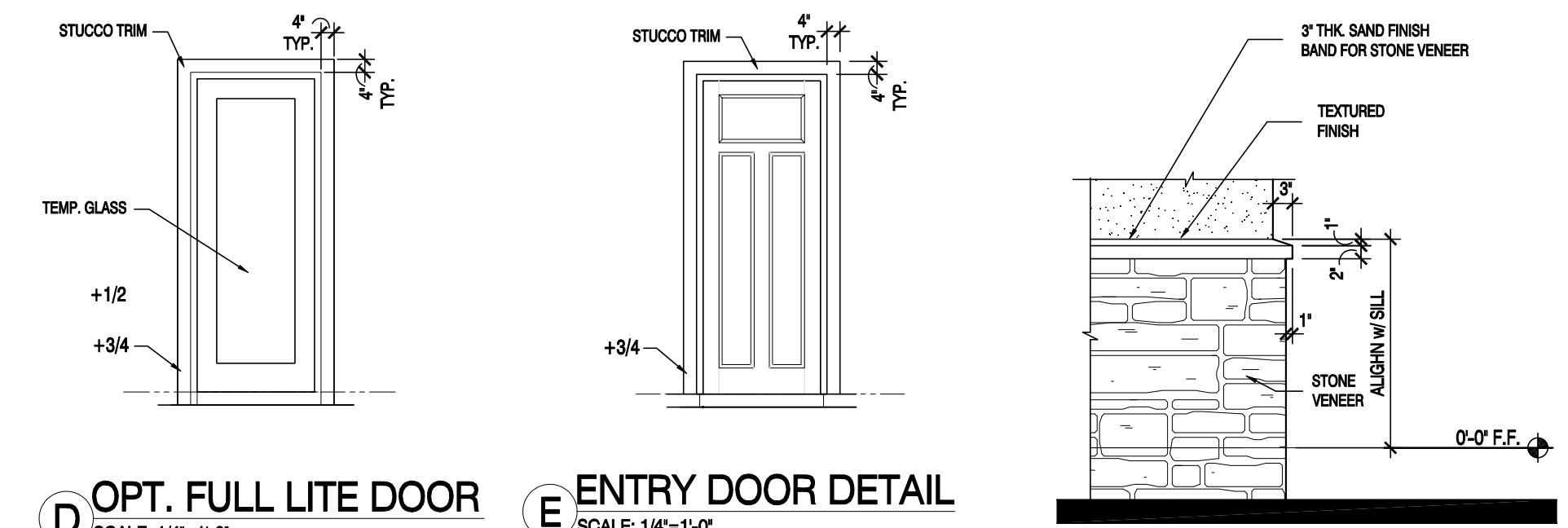
**SIDE ELEVATION**  
SCALE: 1/8"=1'-0"

PAINT AND FINISH SCHEDULE / KEY	
PAINT COLOR SCHEME	SURFACE TEXTURE / FINISH KEY
BODY COLOR	TEXTURE FINISH
TRIM COLOR	SAND FINISH
NOTE: WRAP THE SAND FINISH TRIM BAND (WHERE SHOWN AROUND WINDOWS & DOORS) INTO THE JAMB, HEAD & SILL OF THE WINDOW & DOORS. PAINT THE BAND, JAMB, HEAD & SILL THE TRIM COLOR.	

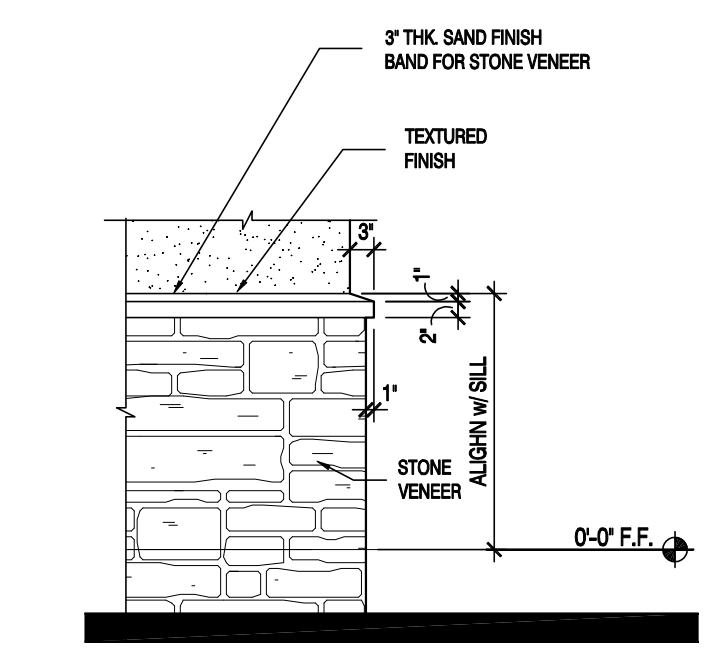


**A HEAD & SILL DETAILS** SCALE: N.T.S.  
**C TRIM DETAIL AT GARAGE** SCALE: 1/2"=1'-0"

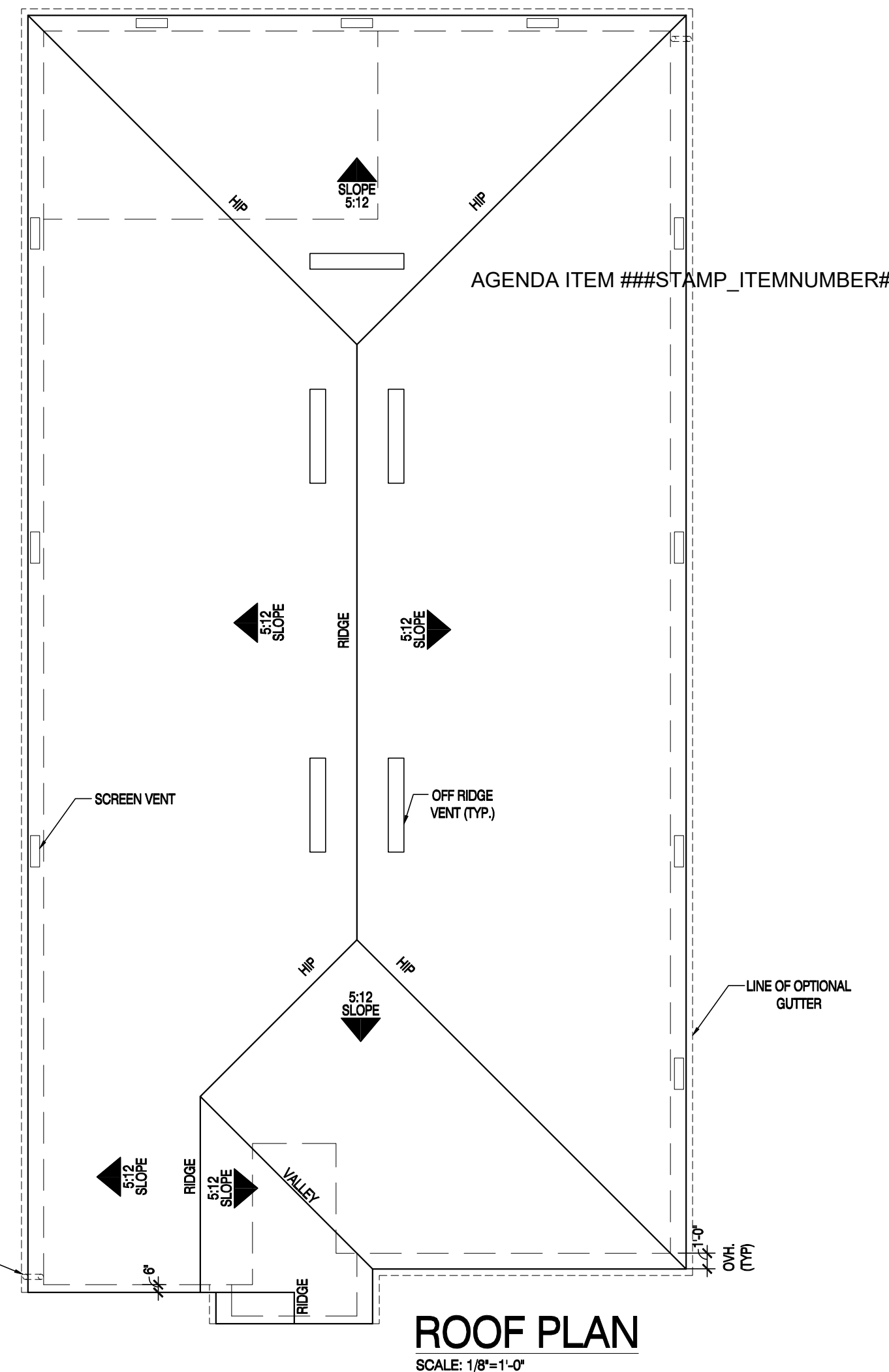
ATTIC VENTILATION REQUIREMENTS	
THE RATIO OF TOTAL NET FREE VENTILATION AREA TO THE AREA OF ATTIC CEILING SHOULD NOT BE LESS THAN 1:300	
VENTILATION AREA REQUIRED FOR ATTIC ATTIC = 3177 SQ. FT. / 300 = 10.59 SQ. FT. X 144 = 1525 SQ. IN.	
VENTILATION AREA PROVIDED FOR ATTIC HIGH ROOF VENT 1525 SQ. IN. X 40% = 610.0 / 138 = 4.4 = (5) VENTS (OFF-RIDGE VENT @ 138 SQ. IN EACH) LOW ROOF VENT = 1525 SQ. IN. X 60% = 915.0 / 100 = 9.15 = (10) SCREEN VENTS (7'X24" SCREENS @ 100 SQ. IN. EACH)	



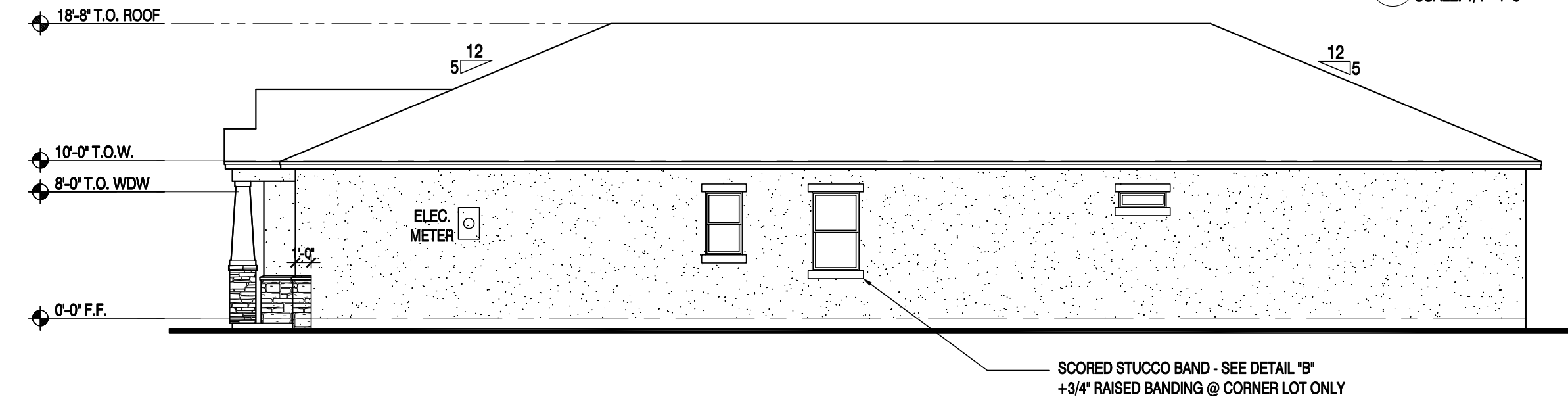
**D OPT. FULL LITE DOOR** SCALE: 1/4"=1'-0"  
**E ENTRY DOOR DETAIL** SCALE: 1/4"=1'-0"



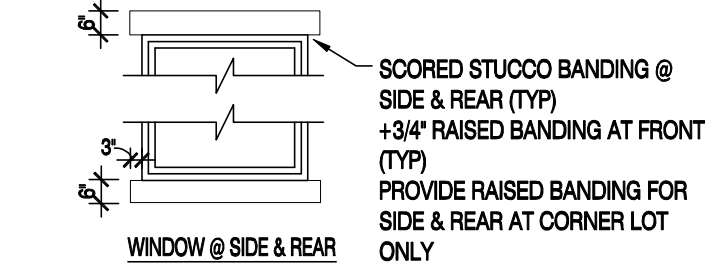
**F STONE VENEER DETAIL**  
SCALE: 1/2"=1'-0"



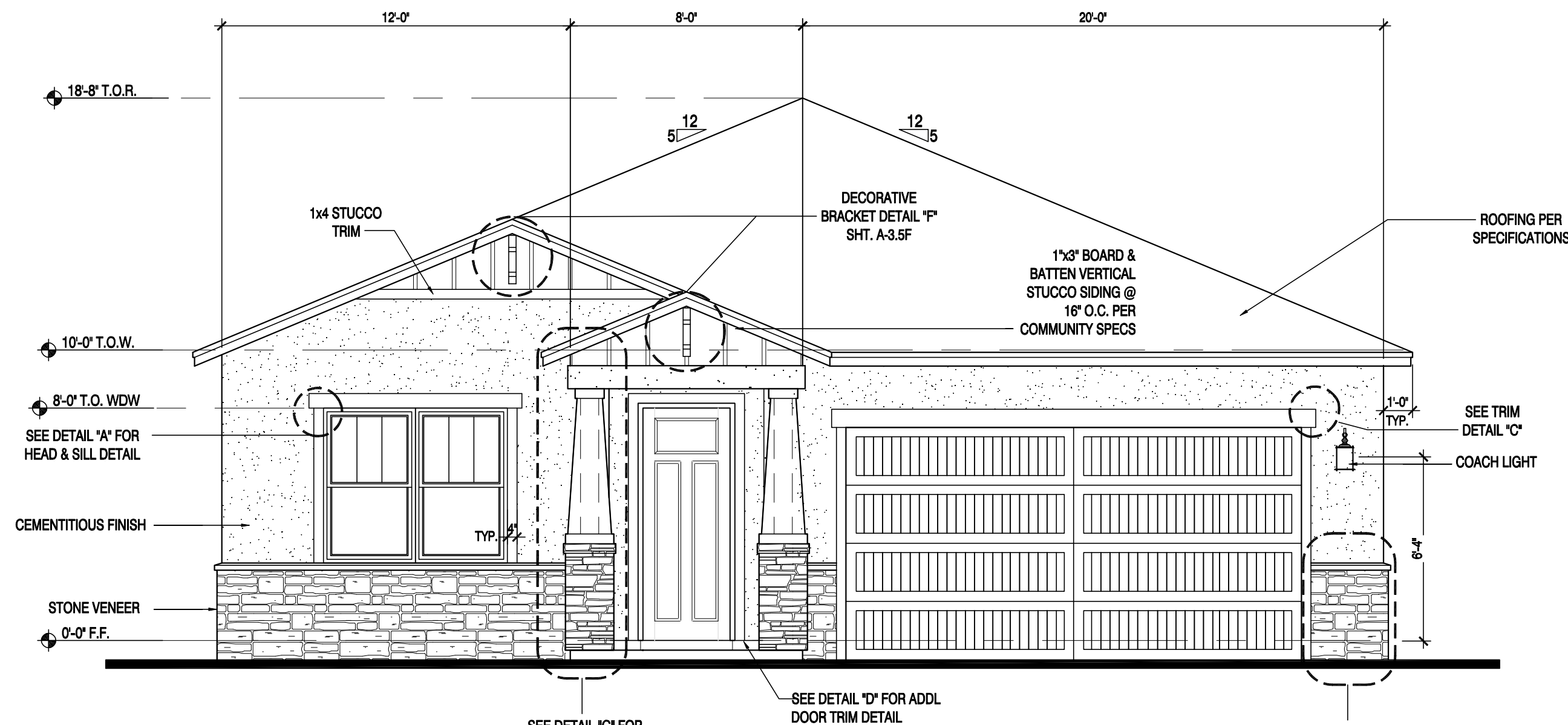
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SCALE: 1/8"=1'-0"



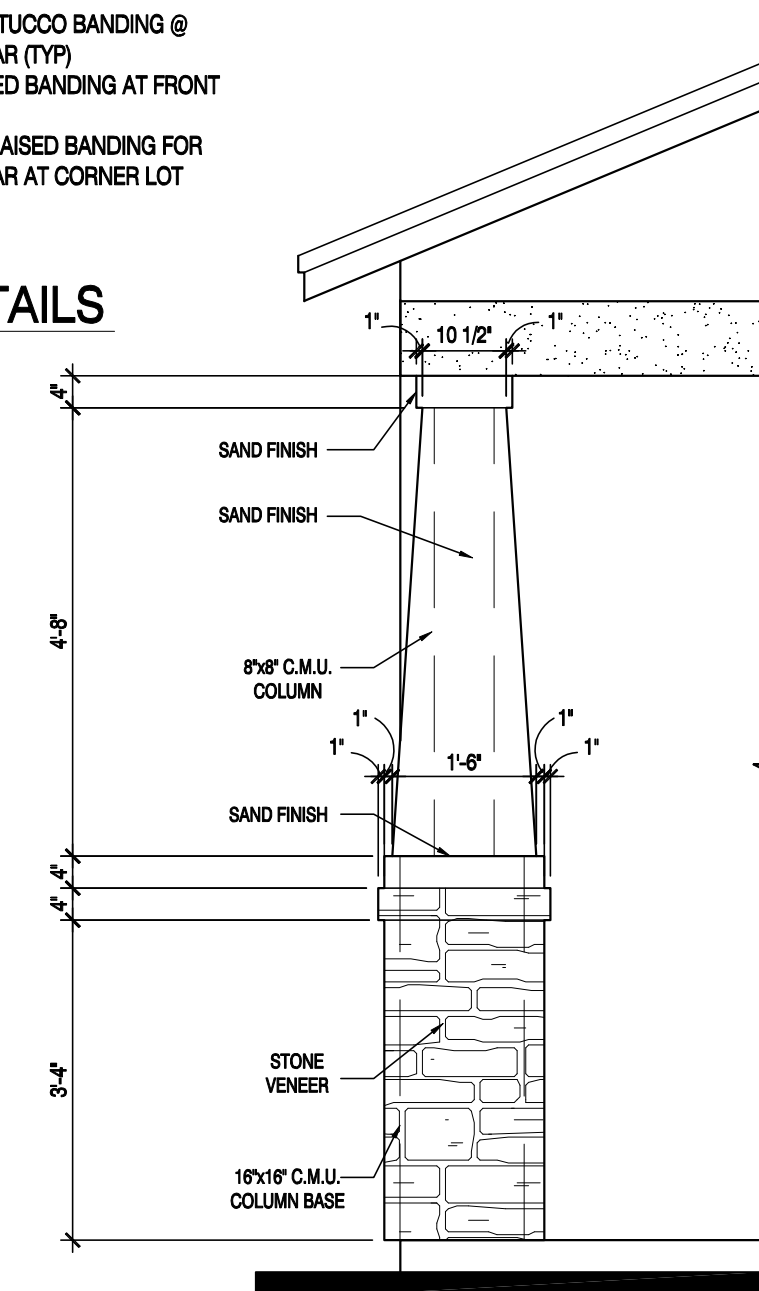
**SIDE ELEVATION**  
SCALE: 1/8"=1'-0"



**B HEAD & SILL DETAILS**  
SCALE: N.T.S.



**FRONT ELEVATION**  
SCALE: 1/4"=1'-0"



**G COLUMN DETAIL**  
SCALE: 1/2"=1'-0"

REVISIONS		
NO.	DESC.	DATE
-	-	++
-	-	++
-	-	++
-	-	++

8895 N Military Trail  
Suite 301-D  
Palm Beach Gardens, FL  
561.345.6700  
www.lennar.com

**LENNAR**

**Fieldstone**  
FLORIDA OFFICE  
8131 468-3910

MICHIGAN OFFICE  
0489 622-4035

SINGLE FAMILY  
**2389-KEY LARGO - RIGHT**  
\*PREVIOUSLY WCI # SF40-184\*  
VERANDA PRESERVE  
PORT ST. LUCIE, FLORIDA 34984

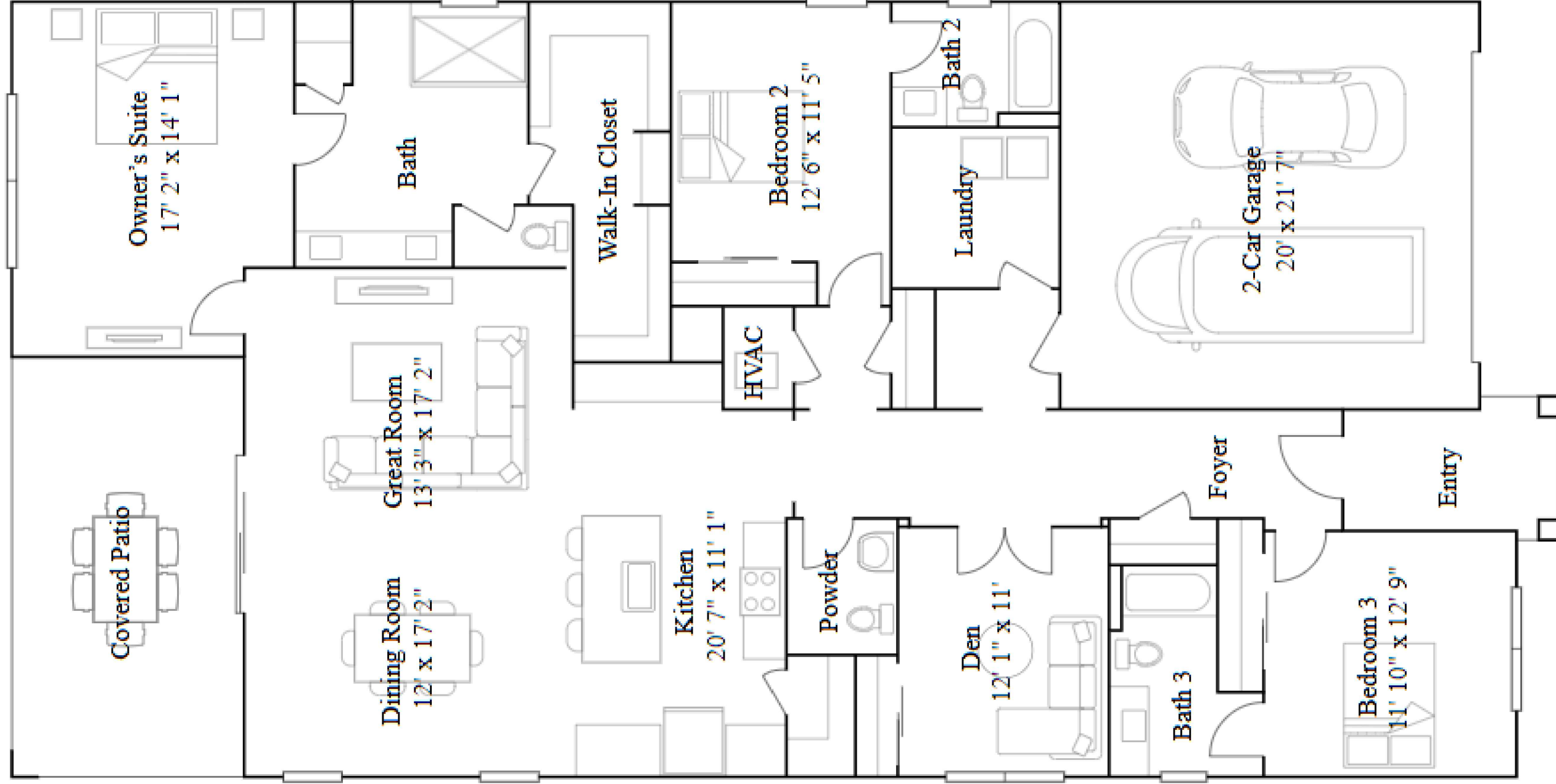
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CHECKED BY: FAE  
CHECK SET: -  
PERMIT SET: 12/01/2020

SHEET TITLE:  
ELEVATION SHEET  
F "CRAFTSMAN"  
SHEET NO:

A-2.1F







The Isles East in Port St Lucie, FL

# KEY LARGO

3 bd . 3 ba . 1 half ba . 2,389 ft<sup>2</sup>

KEY LARGO at The Isles East in Port St Lucie, FL

1st Floor

# Annapolis



January 23, 2025

Page 129





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Page 130



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Page 131



# Harrisburg

## Available Exteriors









January 23, 2025

Page 134

# Hartford

## Available Exteriors









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Page 137



# Jacaranda



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Page 138

## Available Exteriors







# KEY LARGO

## Available Exteriors







January 23, 2025

Page 142



January 23, 2025

Page 143





# Village of Indiantown Village Council Staff Report

<b><u>Application Number</u></b>	SP-25-002 (River Oak Site Plan Amendment)
<b><u>Hearing Date</u></b>	January 23, 2025
<b><u>Applicant</u></b>	River Oak Fernwood Holdings, LLC 4500 Biscayne Blvd. Suite 200, Miami, FL 3311137
<b><u>Applicant Representatives</u></b>	Harold H Rusbridge, River Oak representative River Oak Fernwood Holdings, LLC 4500 Biscayne Blvd. Suite 200, Miami, FL 3311137
<b><u>Village Coordinator</u></b>	Deanna Freeman, Interim Community & Economic Development Director
<b><u>Village Reviewers</u></b>	Deanna Freeman, Interim Community & Economic Development Director

## **Applicant Request**

The applicant, River Oak Fernwood Holdings, LLC, is seeking approval from Village Council for a minor modification to a previously approved major site plan, in accordance with Village of Indiantown Land Development Regulations (“LDR”) Sec. 12-8 – Major Site Plan(8), to address condition No. 3, attached to the River Oak major site plan approved per Resolution No. 006-2023. The condition required the applicant to submit a site plan amendment application with details requesting approval by Village Council of architectural elevations and color renderings. The applicant has provided these details, included in the agenda item as application materials.





THAT PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH LINE OF THE PLAT OF MARINER'S COVE, SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE EASTERLY AND WESTERLY EXTENSION OF SAID PLAT'S SOUTH LINE.

PARCEL 3:

ALL THOSE LANDS LYING SOUTH OF SOUTH LINE OF THE W 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 39 EAST AND NORTH OF THE ST. LUCIE CANAL, MARTIN COUNTY, FLORIDA.

ALSO KNOWN AS:

A PARCEL OF LAND LYING IN SECTION 7 AND SECTION 8 TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE N.W. CORNER OF SAID SECTION 8; THENCE NORTH 89° 29' 39" EAST, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 662.00 FEET;

THENCE SOUTH 00° 22' 36" WEST, ALONG THE EAST LINE OF THE W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 8, A DISTANCE OF 660.18 FEET; THENCE NORTH 89 32' 34" EAST, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N. W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 8, A DISTANCE OF 611.47 FEET; THENCE SOUTH 00° 25' 17" WEST, ALONG A LINE 50' WEST OF AND PARALLEL TO THE EAST LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 660.70 FEET; THENCE SOUTH 89° 35' 30" WEST, ALONG THE SOUTH LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 610.95 FEET; THENCE SOUTH 00° 22' 37" WEST, ALONG THE SAID EAST LINE OF THE W.1/4 OF THE N.W.1/4, A DISTANCE OF 1199.97 FEET; THENCE SOUTH 68° 07' 24" WEST, ALONG THE NORTH LINE OF THE ST. LUCIE CANAL ACCORDING TO THE PLATS THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 35 AND PLAT BOOK 10 PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 268.38 FEET; THENCE SOUTH 82° 51' 13" WEST, ALONG THE SAID NORTH LINE OF THE ST. LUCIE CANAL, A DISTANCE OF 415.02 FEET; THENCE NORTH 00° 19' 55" EAST, ALONG THE WEST LINE OF SAID SECTION 8 A DISTANCE OF 27.69 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8; THENCE CONTINUE NORTH 00° 19' 55" EAST, ALONG THE SAID WEST LINE A, DISTANCE OF 821.48 FEET; THENCE NORTH 89° 40' 04" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF MARINERS COVE ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 4 PAGE 8 PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 150.01 FEET; THENCE NORTH 00° 19' 56" EAST, ALONG A LINE 150' WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1815.43 FEET; THENCE NORTH 89° 45' 30" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 2404107.99 SQFT OR 55.191 ACRES MORE OR LESS.

Parcel ID Number: 08-40-39-000-000-00190-7

Future Land Use: Suburban Residential



Zoning: Limited Residential (LR)





## **Background**

A Major Site Plan was approved March 9, 2023, Resolution No. 006-2023, for the River Oak residential subdivision on the 55.25-acre +/- property, accommodating a mix of 176 attached and detached single-family residences. The 55.25-acre +/- property approved to develop the River Oak Major Site Plan included a condition in Resolution 06-2023 requiring the applicant to submit a site plan amendment application with approval from Village Council regarding architectural elevations and color renderings.

Following Village Council approval of the Major Site Plan for River Oak by Resolution No. 006-2023 on March 9, 2023, the Community & Economic Development Department issued a Development Order on June 26, 2023, for 176 single-family attached and detached dwelling units.

The applicant received approval for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Urban Residential Office and Village Core Mixed Use Land Use Designations to Suburban Residential Land Use Designation on 30.24-acres, by Village Council Ordinance No. 06-2023 on September 21, 2023.

The applicant also received approval for a Rezoning of 30.24-acres from Neighborhood Mixed Use and Village Mixed Use to Limited Residential, by Village Council Ordinance No. 05-2023 on September 21, 2023.

River Oak Fernwood Holdings, LLC then received approval pursuant to Section 12-8(8), Village of Indiantown Land Development Regulations, for minor modification, consistent with the Suburban Residential Land Use and Limited Residential Zoning District designations, to reduce the number of residential lots from 176 single-family attached and detached, to 131 detached dwelling units on a previously approved Major Site Plan application for the River Oak residential development, on March 18, 2024. An additional site plan amendment application was approved for a request for minor modifications to reconfigure, repurpose, and renumber lots and relocate a monument sign, on November 14<sup>th</sup>, 2024.

A Plat application, PLT-24-054, was approved by Village Council on December 12, 2024, for the River Oak subdivision.

The Applicant, River Oak Fernwood Holdings, LLC, is seeking approval of a site plan amendment in accordance with Village of Indiantown Land Development LDR Sec. 12-8 – Major Site Plan (8) regarding architectural elevations and color renderings provided to satisfy condition no. 3, included in Resolution 006-2023 of the River Oak Major Site Plan. Condition no. 3 has been extracted from the overall resolution to provide clarity regarding the action required of Village Council:

3. No permits shall be issued for any principal building until Village Council approves a site plan amendment including architectural elevations and color renderings of proposed buildings and freestanding identification signs, street light pole and fixture design, dwelling unit sizes, total number of bedrooms, and finished floor elevations. Architectural compatibility will be required to reconcile multiple zoning districts.

Staff have communicated with the applicant to determine what is required to be considered before Village Council as any outstanding matters. Architectural elevations and color renderings of proposed buildings are attached to the agenda item for Village Council consideration. Floor plans are included for each type of model unit proposed, to address dwelling unit sizes and total number of bedrooms proposed.

Lighting requirements were addressed as part of the River Oak Major Site Plan review prior to approval of the application. The approved lighting details have been included in the agenda packet supporting documentation to address part of condition 3 of Resolution 06-2023.

The applicant has confirmed they have no current plans regarding a proposal for the design of freestanding identification signs at this stage in the construction of the River Oak subdivision, other than the site plan approved November 14, 2024. Regarding the sign location. Any plans to install signage on the subject property will be subject to building permit review and approval and required to comply with sign codes included in the Land Development Regulations.

#### **Application Materials Submittals Include:**

Cover letter.  
Application form.  
Architectural Elevations.  
Architectural Renderings.  
Resolution 006-2023.  
Major Site Plan approved 2023.  
Major Site Plan amendment approved 2024.

#### **Approval Evaluation Criteria**

This application was reviewed for compliance with Resolution 06-2023, condition no. 3 of the approved River Oak Major Site Plan. Materials provided are included in the agenda item for approval by Village Council.



### **Staff Review & Recommendation**

Village Staff has reviewed the materials pertaining to architectural elevations and color renderings in relation to the requirements of condition no.3 included in Resolution No. 006-2023. Subject to receiving approval from Village Council regarding the architectural requirements and renderings, the applicant has satisfied condition no.3 included in Resolution No. 006-2023 and will be able to receive approval for building permits to construct principle buildings on the subject property.

### **Attachments**

Attachment "A" – Application Submittal Materials.

Attachment "B" – Draft Development Order.

Attachment "C" - Approved Resolution 006-2023.

Attachment "C" – Public Notice Ad.



# River Oak Site Plan Amendment Application

Village of Indiantown, Florida

Village Council  
Meeting 1-23-2025



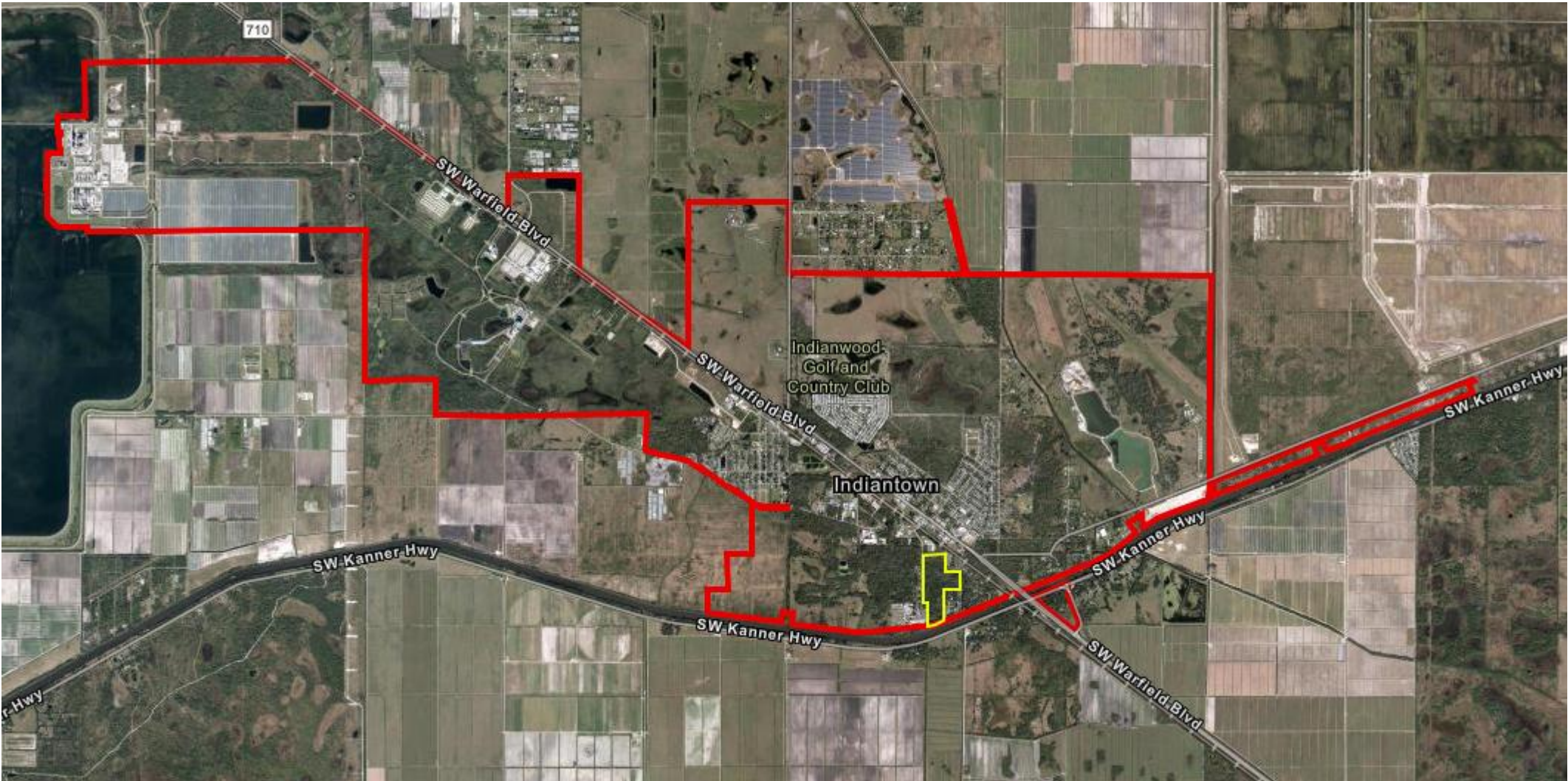
# Site Plan Amendment Application & Applicant Request

River Oak Fernwood Holdings, LLC is seeking approval from Village Council for the River Oak Site Plan Amendment, to provide architectural and design details in accordance a condition included in Resolution No. 06-2023, approved by Village Council March 9, 2023

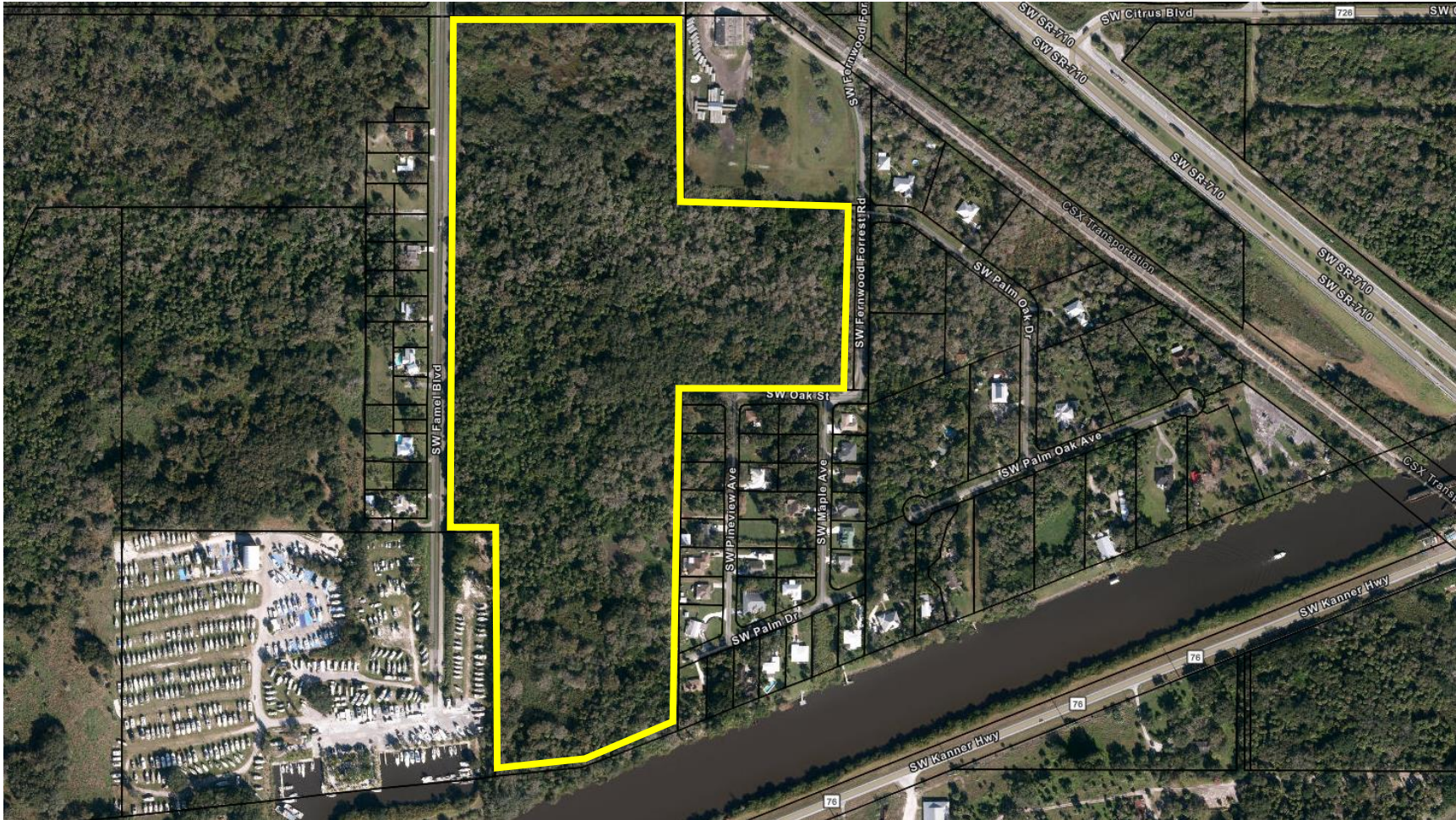
Application Number: SP-25-002 River Oak Site Plan Amendment



# Property Location







# Property Location

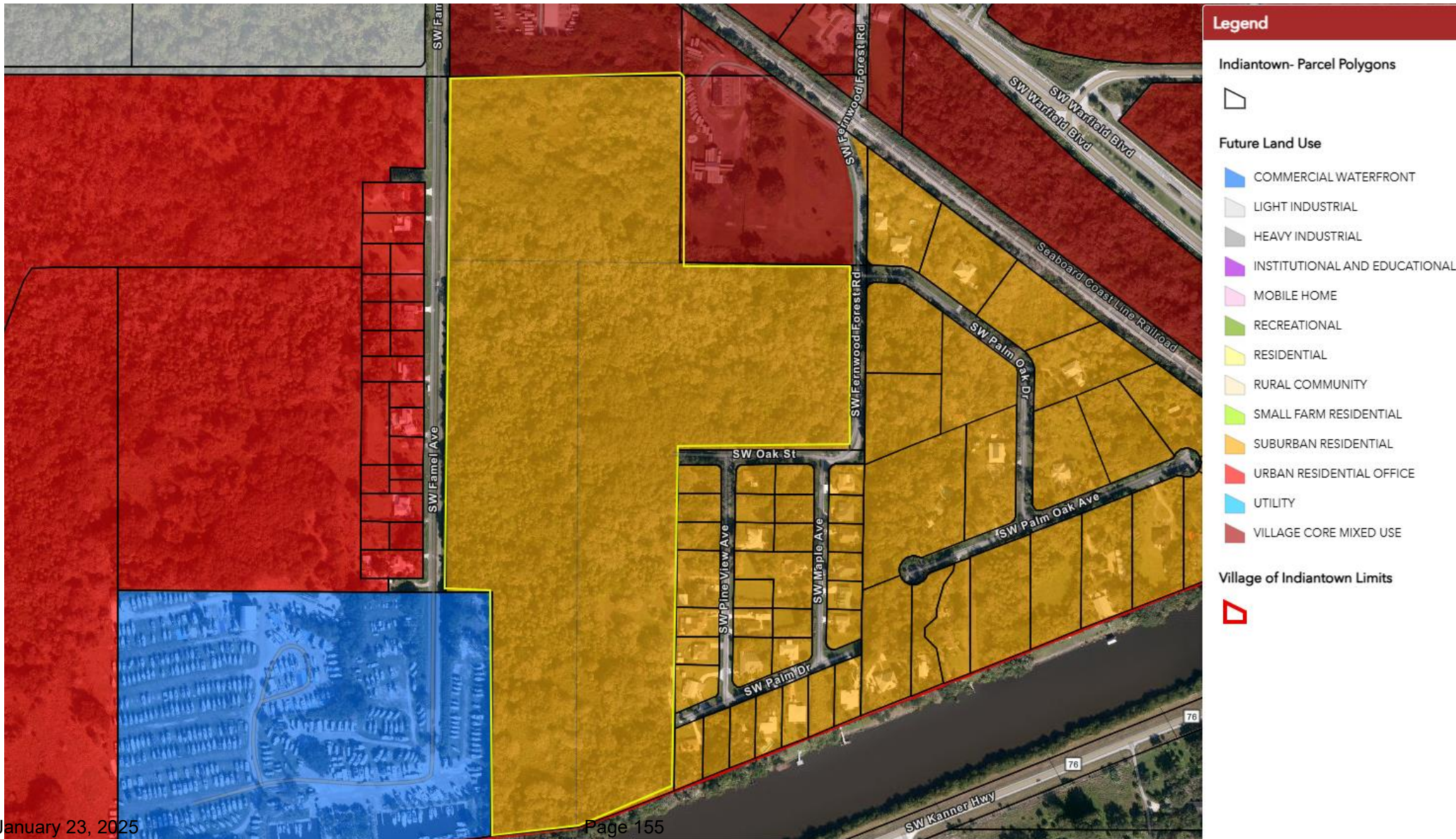
Located on the east side of S.W. Famel Boulevard, west of Fernwood Forrest Road, north of the St. Lucie Canal, and south of S.W. Market Street

Acreage:55.1907-acres





# Future Land Use: Suburban Residential





# Zoning: Limited Residential



## Legend

### Indiantown- Parcel Polygons



### Zoning - Adopted Nov 12, 2020

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

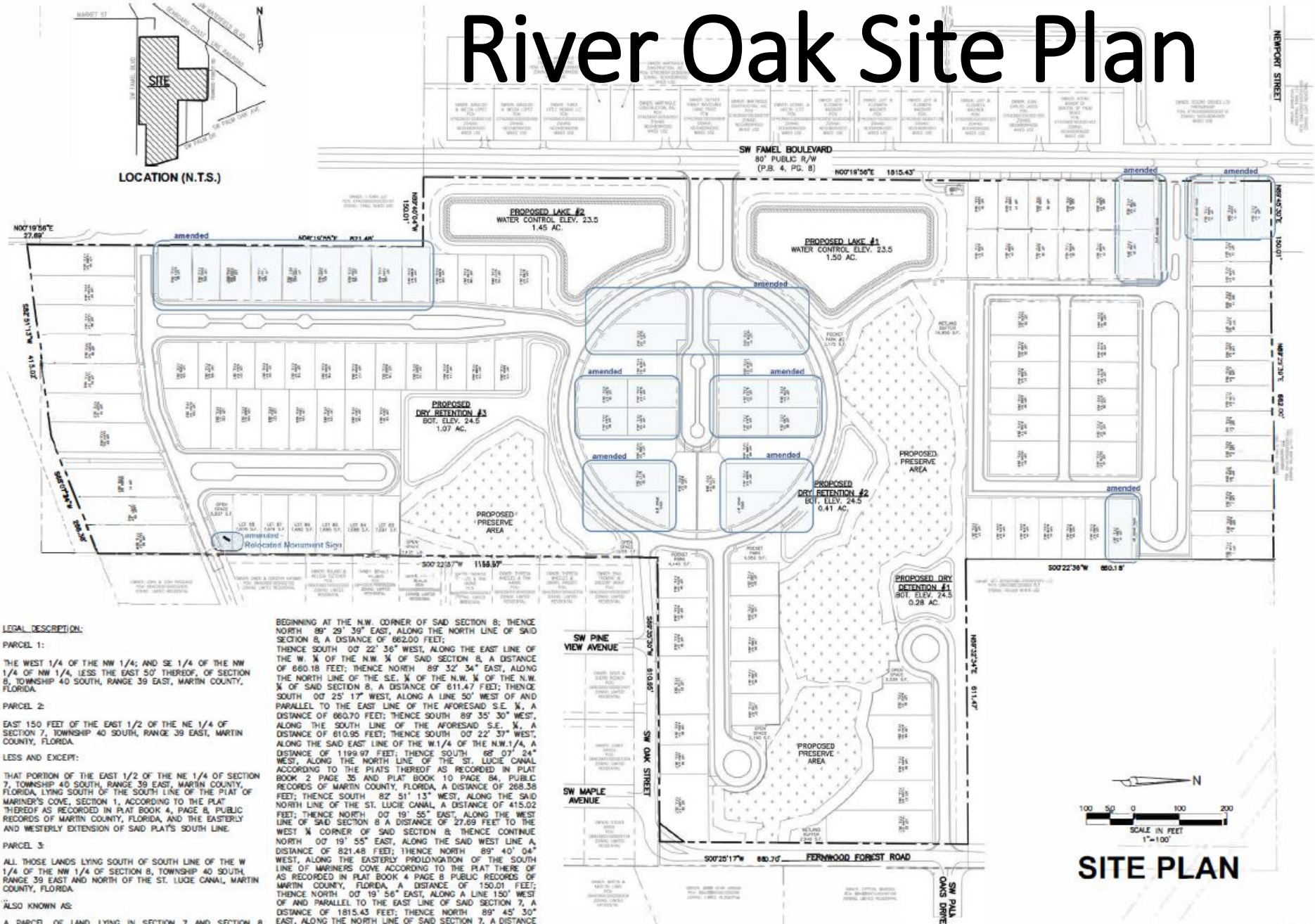
### Village of Indiantown Limits







# River Oak Site Plan



LOCATION (N.T.S.)

**LEGAL DESCRIPTION:**

**PARCEL 1:**

THE WEST 1/4 OF THE NW 1/4; AND SE 1/4 OF THE NW 1/4 OF NW 1/4, LESS THE EAST 50' THEREOF, OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA.

**PARCEL 2:**

EAST 150 FEET OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA.

**LESS AND EXCEPT:**

THAT PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH LINE OF THE PLAT OF MARINER'S COVE, SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE EASTERLY AND WESTERLY EXTENSION OF SAID PLAT'S SOUTH LINE.

**PARCEL 3:**

ALL THOSE LANDS LYING SOUTH OF SOUTH LINE OF THE W 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 39 EAST AND NORTH OF THE ST. LUCIE CANAL, MARTIN COUNTY, FLORIDA.

**ALSO KNOWN AS:**

A PARCEL OF LAND LYING IN SECTION 7 AND SECTION 8 TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE N.W. CORNER OF SAID SECTION 8; THENCE NORTH 89° 29' 35" EAST, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 662.00 FEET; THENCE SOUTH 00° 22' 36" WEST, ALONG THE EAST LINE OF THE W 1/4 OF THE NW 1/4 OF SAID SECTION 8, A DISTANCE OF 880.18 FEET; THENCE NORTH 89° 32' 34" EAST, ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE N.W. 1/4 OF SAID SECTION 8, A DISTANCE OF 611.47 FEET; THENCE SOUTH 00° 25' 17" WEST, ALONG A LINE 50' WEST OF AND PARALLEL TO THE EAST LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 660.70 FEET; THENCE SOUTH 89° 35' 30" WEST, ALONG THE SOUTH LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 610.95 FEET; THENCE SOUTH 00° 22' 37" WEST, ALONG THE SAID EAST LINE OF THE W 1/4 OF THE NW 1/4, A DISTANCE OF 1199.97 FEET; THENCE SOUTH 68° 07' 24" WEST, ALONG THE NORTH LINE OF THE ST. LUCIE CANAL ACCORDING TO THE PLATS THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 35 AND PLAT BOOK 10, PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 268.38 FEET; THENCE SOUTH 82° 51' 13" WEST, ALONG THE SAID NORTH LINE OF THE ST. LUCIE CANAL, A DISTANCE OF 415.02 FEET; THENCE NORTH 00° 19' 55" EAST, ALONG THE WEST LINE OF SAID SECTION 8 A DISTANCE OF 27.69 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8; THENCE CONTINUE NORTH 00° 19' 55" EAST, ALONG THE SAID WEST LINE A, DISTANCE OF 821.48 FEET; THENCE NORTH 89° 40' 04" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF MARINER'S COVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 8 PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 150.01 FEET; THENCE NORTH 00° 19' 56" EAST, ALONG A LINE 150' WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1815.43 FEET; THENCE NORTH 89° 45' 30" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS APPROX 80' OR 55.191 ACRES MORE OR LESS.



# River Oak Resolution No. 006-2023

Instr. # 3012512  
BK 3370 Pg. 2319 Pages: 1 of 14  
Recorded on 4/21/2023 2:45 PM Doc: GOV  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller  
Martin County, FL  
Rec Fees: \$120.50



## VILLAGE OF INDIANTOWN, FLORIDA

### RESOLUTION NO. 006-2023



A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING APPLICATION NO. SP-21-625 FOR THE MAJOR SITE PLAN TITLED, "RIVER OAK" FOR A 55-ACRE RESIDENTIAL DEVELOPMENT WITH 176 DWELLING UNITS LOCATED BETWEEN SW FAMEL BOULEVARD AND FERNWOOD FORREST ROAD; AND PROVIDING FOR REMEDIES, FINDINGS, AND AN EFFECTIVE DATE.

**WHEREAS**, Harold Rusbridge, agent for River Oak Fernwood Holdings, LLC, owner, is seeking approval for Application No. SP-21-625 for a Major Site Plan ("Application"), pursuant to Village of Indiantown Land Development Regulations ("LDR") Sec. 12-8 – Major Site Plan; and

**WHEREAS**, the property is partly zoned Village Mixed Use (VMU), partly zoned Neighborhood Mixed Use (NMU) and partly zoned Limited Residential (LR); and

**WHEREAS**, the proposed project consists of 176 single-family attached and detached dwelling units; and

**WHEREAS**, the legal description attached hereto as Exhibit "B", describes the Subject Property as referenced herein; and

**WHEREAS**, Village Planning Staff has reviewed and recommended approval of the proposed Major Site Plan, subject to conditions, to the Planning and Zoning Appeals Board and Village Council; and

**WHEREAS**, Village Planning Staff's report concerning the proposed Major Site Plan, related agenda memoranda and materials, and the Application are hereby adopted and incorporated herein; and

**WHEREAS**, the Village of Indiantown's Planning, Zoning and Appeals Board held a duly advertised public hearing on February 2, 2023 to consider the proposal, and thereafter recommended approval subject to conditions to the Village Council; and

I, Daren Hamberger, duly appointed Deputy Village Clerk for the Village of Indiantown, Florida, do hereby certify that the preceding or attached document, consisting of 8 pages is/are a true, exact, complete, and unaltered copy of the original public record maintained on file in the Village's records. Dated this 20 day of April, 2023

  
Daren Hamberger, Deputy Village Clerk

# River Oak Resolution No. 006-2023 Condition

3. No permits shall be issued for any principal building until Village Council approves a site plan amendment including architectural elevations and color renderings of proposed buildings and freestanding identification signs, street light pole and fixture design, dwelling unit sizes, total number of bedrooms,

Resolution No. 006-2023

Page 2 of 8

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and finished floor elevations. Architectural compatibility will be required to reconcile multiple zoning districts.



# Architectural Elevations Annapolis

Architectural drawings for Elevation 'A' Coastal. The sheet includes a Left Elevation and a Right Elevation. It also features three detail callouts and a vertical specification column on the right side. The specification column includes the Lennar logo and various material and finish notes.

Architectural drawings for Elevation 'B' Coastal. The sheet includes a Front Elevation and a Rear Elevation. It also features a Roof Plan Elevation 'D' and a vertical specification column on the right side. The specification column includes the Lennar logo and various material and finish notes.

Architectural drawings for Elevation 'C' Transitional. The sheet includes a Front Elevation and a Rear Elevation. It also features a Roof Plan Elevation 'E' and a vertical specification column on the right side. The specification column includes the Lennar logo and various material and finish notes.

Architectural drawings for Elevation 'S' Brethren Inland Coastal. The sheet includes a Front Elevation and a Rear Elevation. It also features a Roof Plan Elevation 'C' and a vertical specification column on the right side. The specification column includes the Lennar logo and various material and finish notes.

Architectural drawings for Elevation 'A' Coastal. The sheet includes a Left Elevation and a Right Elevation. It also features three detail callouts and a vertical specification column on the right side. The specification column includes the Lennar logo and various material and finish notes.

Architectural drawings for Elevation 'A' Coastal. The sheet includes a Left Elevation and a Right Elevation. It also features three detail callouts and a vertical specification column on the right side. The specification column includes the Lennar logo and various material and finish notes.

Rev	Date	Description

**LENNAR**

ELEVATION  
D-COASTAL/LOW COUNTRY  
Model 1791 - HARRISBURG  
Fort Pierce, Florida  
Book 1 of 1

**CDN**  
ENGINEERING INC.  
Casey Nijjar P.E.  
3025 N. Federal Hwy. | Suite 208  
Boca Raton, Florida 33431  
Office: 561.360.0225  
www.cdneng.com  
REG # 87128 - CA # 54513

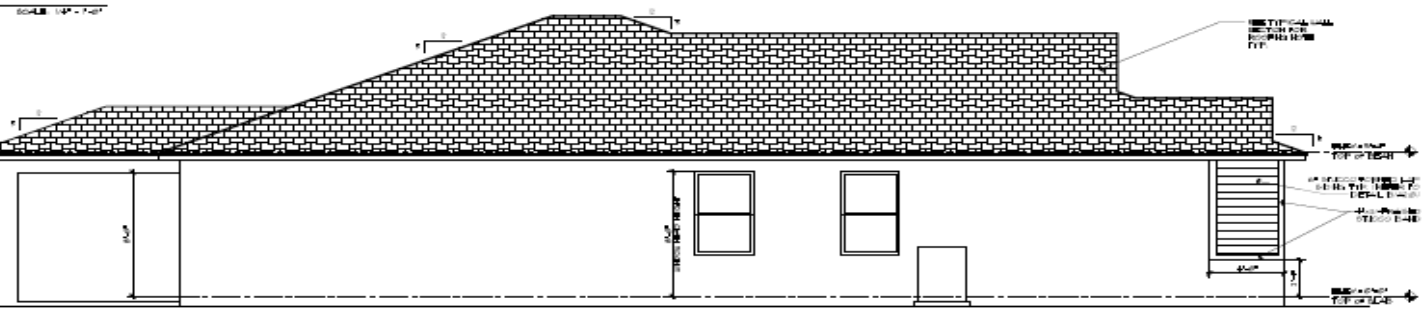


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Checked	CD

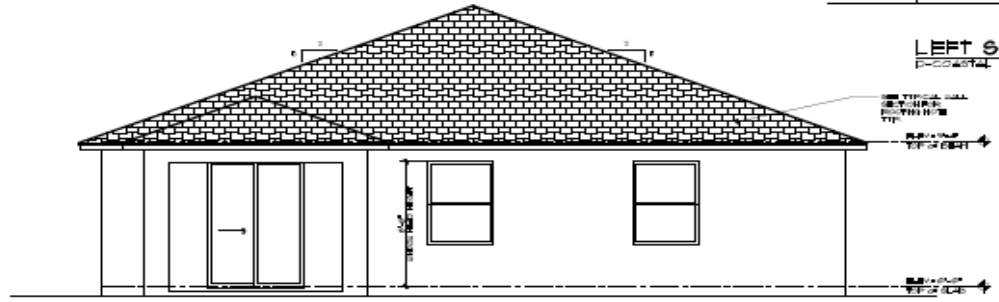
Sheet #  
**A2.0**  
of 8 Sheets



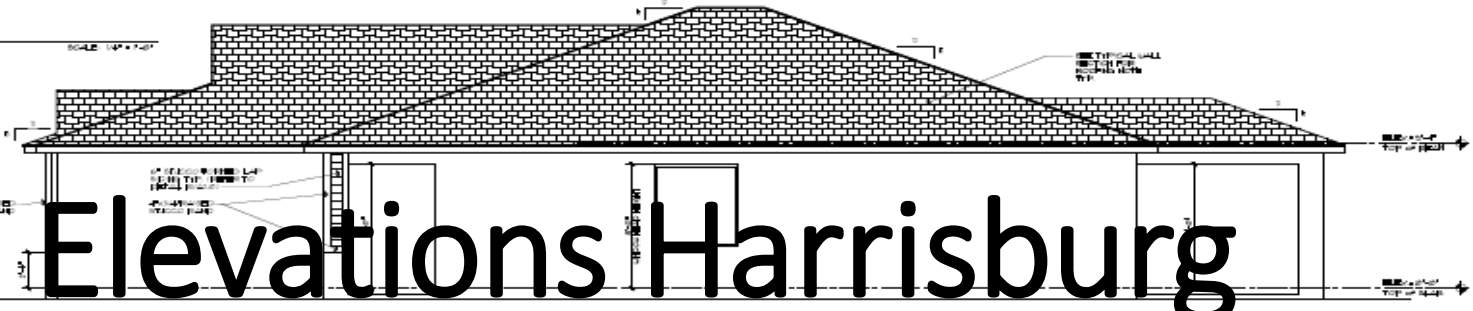
**FRONT ELEVATION**  
D-COASTAL



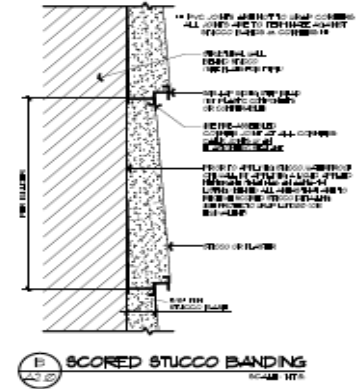
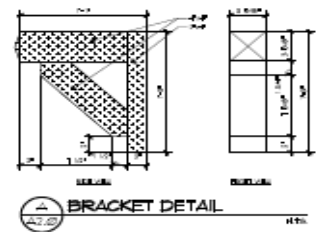
**LEFT SIDE ELEVATION**  
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**REAR ELEVATION**  
D-COASTAL



**RIGHT SIDE ELEVATION**  
D-COASTAL



# Architectural Elevations Harrisburg

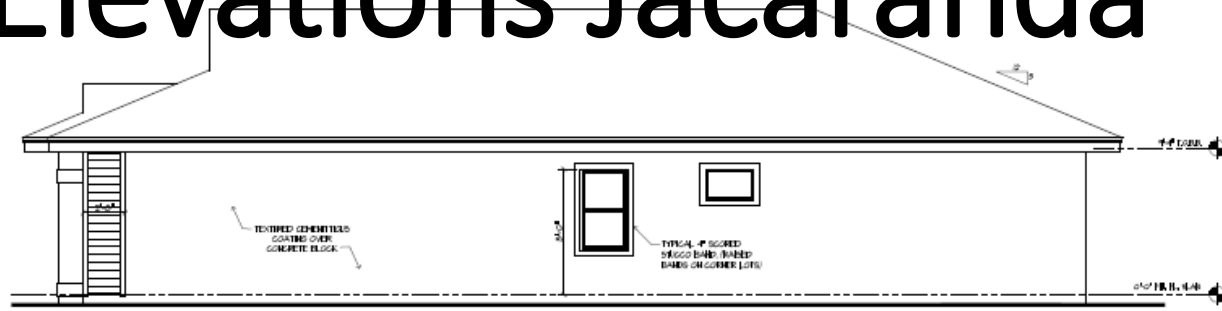




# Architectural Elevations Jacaranda

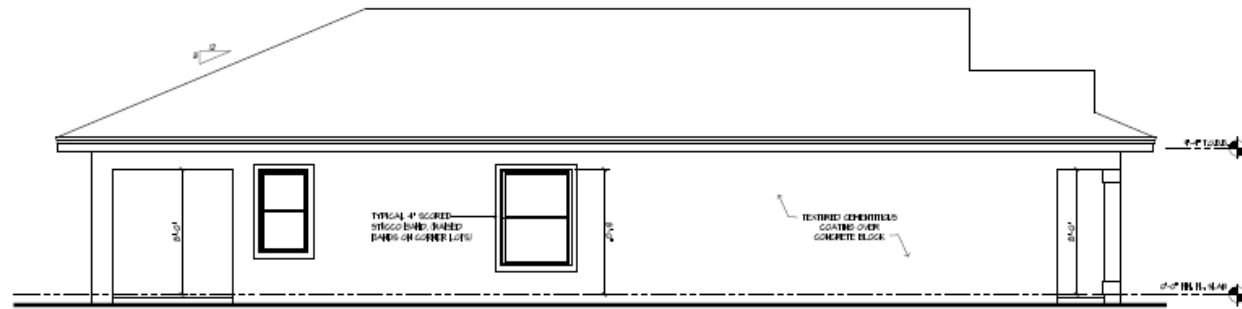
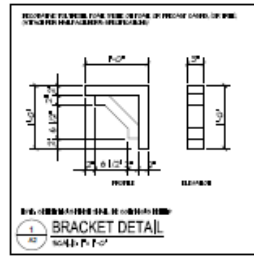
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02	1/13/25
03	1/13/25

designed	wp
drawn	wt
checked	wp
date	01/13/25
scale	1/4" = 1'-0" (ASAP)
job no.	2000124214



RIGHT ELEVATION - 'D'

Scott Blakeslee Disher  
01/13/25 01/13/25



LEFT ELEVATION - 'D'

JACARANDA- MODEL 1618  
project

MASTER MODEL  
GARAGE RIGHT, ELEVATION - 'D'  
PORT ST. LUCIE, FLORIDA  
by LENNAR HOMES

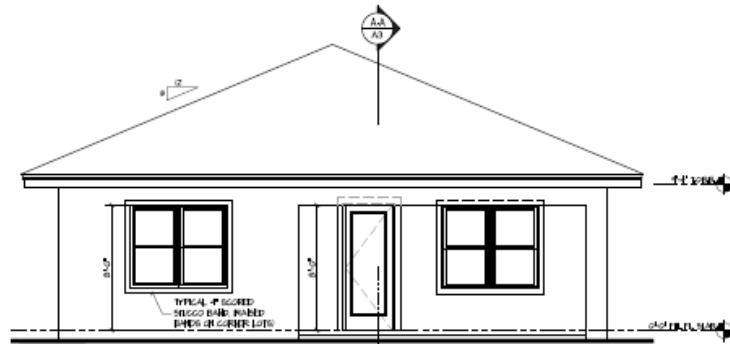
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*Studio, Inc.*

Architecture  
Planning

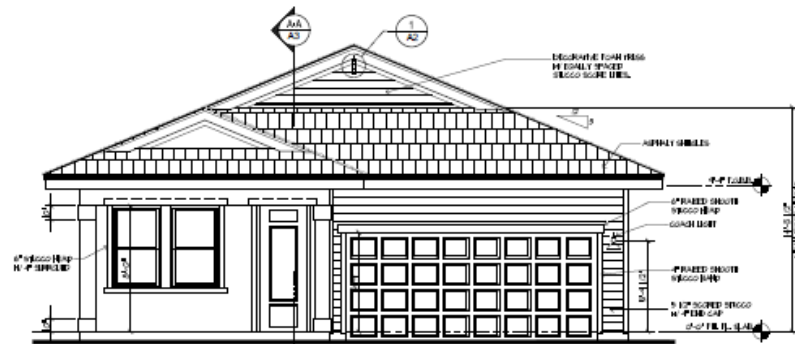
330 Avenue of Champions  
Suite 300  
Palm Beach Gardens, Florida 33418  
Phone 561.242.4999  
Fax 561.242.4994  
central@astudio.com

drawing  
ELEVATIONS  
'D'

sheet  
A-2



REAR ELEVATION



FRONT ELEVATION - 'D'



# Architectural Elevations Key Largo

PAINT AND FINISH SCHEDULE / KEY	
PAINT COLOR SCHEME	SURFACE TEXTURE / FINISH KEY
BODY COLOR	TEXTURE FINISH
TRIM COLOR	SAID FINISH

NOTE: WRAP THE BAND FINISH TRIM BAND (WHERE SHOWN AROUND WINDOWS & DOORS) INTO THE JAMB, HEAD & SILL OF THE WINDOW & DOORS. PAINT THE BAND, JAMB, HEAD & SILL THE TRIM COLOR.

REVISIONS	NO.	DESC.	DATE

8895 N. Military Trail  
Suite 301-D  
Palm Beach Gardens, FL  
561.345.0700  
www.lennox.com

**LENNAIR**

**Fieldstone**  
RESIDENTIAL  
AIR SYSTEMS

SINGLE FAMILY  
**2389-KEY LARGO - RIGHT**  
VERANDA PRESERVE  
PORT ST. LUCIE, FLORIDA 34984

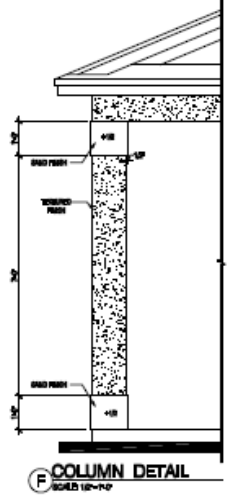
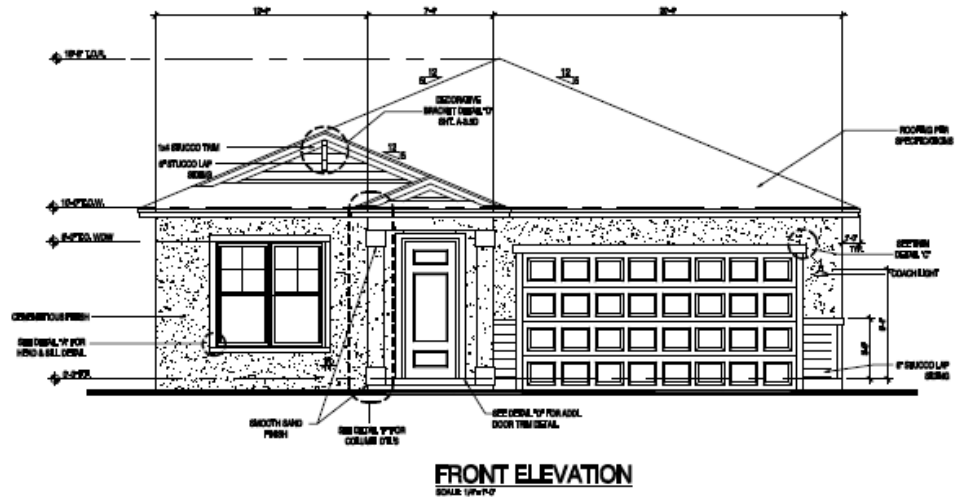
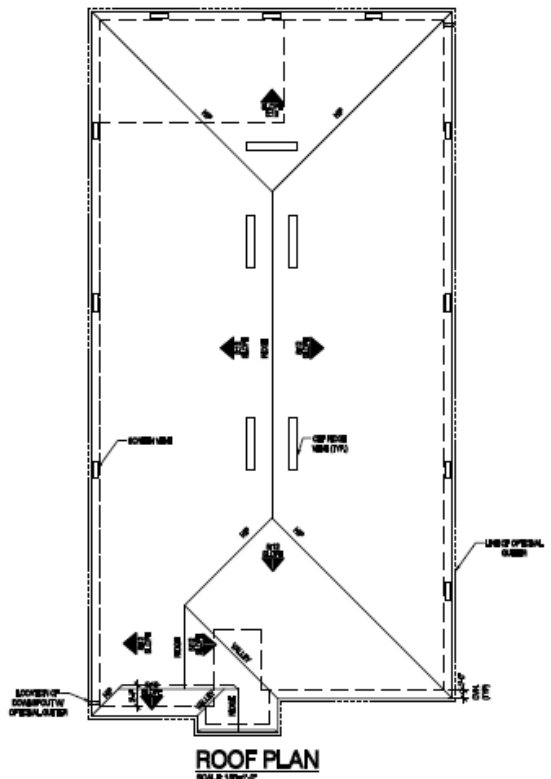
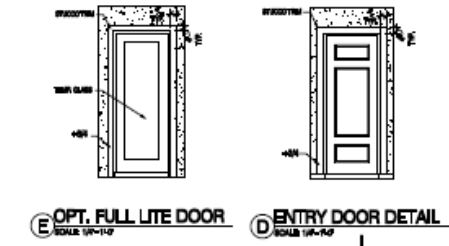
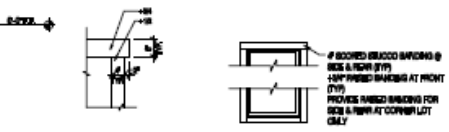
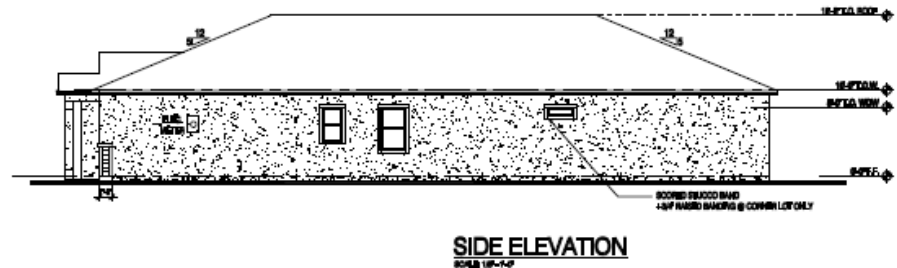
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CHECK SET: -  
PERMIT SET: 12/15/2020

SHEET TITLE:  
ELEVATION SET  
1" COAR-LIN CONTRY  
SHEET NO:

A=2.1D



ATTIC VENTILATION REQUIREMENTS	
THE PERCENT OF TOTAL NET FREE VENTILATION AREA TO THE AREA OF ATTIC CEILING SHOULD NOT BE LESS THAN: 1/600	
VENTILATION AREA PROVIDED FOR ATTIC	
ATTIC - 8174 SQ. FT. / 1000 - 10.28 SQ. FT. X 141 - 1428 SQ. FT.	
VENTILATION AREA PROVIDED FOR ATTIC	
HIGH ROOF VENT 128 SQ. FT. X 4.00 - 512 SQ. FT. - 4.1 - (2) VENTS	
(2) 12\"/>	



# River Oak Color Renderings

Annapolis





# River Oak Color Renderings

Harrisburg



Available Exteriors



# River Oak Color Renderings

Hartford



Available Exteriors





# River Oak Color Renderings



Jacaranda





# River Oak Color Renderings

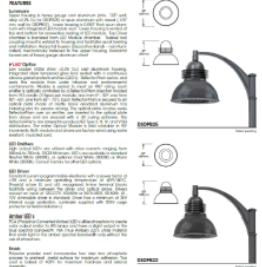
KEY LARGO

Available Exteriors





**SOLID STATE AREA LIGHTING  
DSDPB SERIES - VLED**



**DSDPB SERIES - VLED  
DIMENSION**

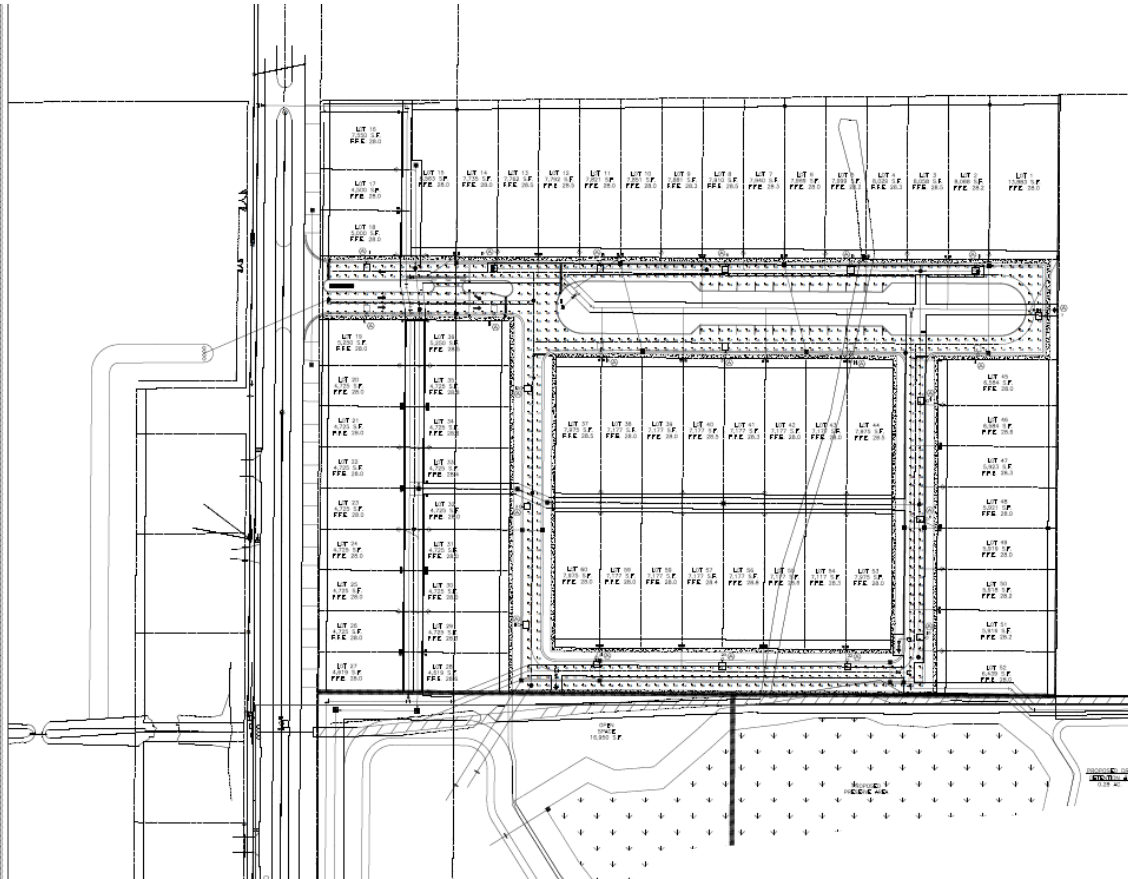


**GENERAL INFORMATION**

Model	Power	Beam Angle	Height	Weight	Material
DSDPB-100	100W	120°	1000mm	15kg	Aluminum
DSDPB-150	150W	120°	1000mm	18kg	Aluminum
DSDPB-200	200W	120°	1000mm	22kg	Aluminum
DSDPB-300	300W	120°	1000mm	30kg	Aluminum
DSDPB-400	400W	120°	1000mm	38kg	Aluminum
DSDPB-500	500W	120°	1000mm	45kg	Aluminum

**DSDPB SERIES - VLED  
SPECIFICATION**

Model	Power	Beam Angle	Height	Weight	Material	Color	Life
DSDPB-100	100W	120°	1000mm	15kg	Aluminum	White	50,000 hrs
DSDPB-150	150W	120°	1000mm	18kg	Aluminum	White	50,000 hrs
DSDPB-200	200W	120°	1000mm	22kg	Aluminum	White	50,000 hrs
DSDPB-300	300W	120°	1000mm	30kg	Aluminum	White	50,000 hrs
DSDPB-400	400W	120°	1000mm	38kg	Aluminum	White	50,000 hrs
DSDPB-500	500W	120°	1000mm	45kg	Aluminum	White	50,000 hrs



**MINIATURE LOCATION SUMMARY:**

NO.	DESCRIPTION	QTY	NO.	DESCRIPTION	QTY
1	LIT 10 PFC 300	100	11	LIT 10 PFC 300	100
2	LIT 10 PFC 300	100	12	LIT 10 PFC 300	100
3	LIT 10 PFC 300	100	13	LIT 10 PFC 300	100
4	LIT 10 PFC 300	100	14	LIT 10 PFC 300	100
5	LIT 10 PFC 300	100	15	LIT 10 PFC 300	100
6	LIT 10 PFC 300	100	16	LIT 10 PFC 300	100
7	LIT 10 PFC 300	100	17	LIT 10 PFC 300	100
8	LIT 10 PFC 300	100	18	LIT 10 PFC 300	100
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10	LIT 10 PFC 300	100	20	LIT 10 PFC 300	100

**FL. P.E. NO. 34**

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6	LIT 10 PFC 300	100	16	LIT 10 PFC 300	100
7	LIT 10 PFC 300	100	17	LIT 10 PFC 300	100
8	LIT 10 PFC 300	100	18	LIT 10 PFC 300	100
9	LIT 10 PFC 300	100	19	LIT 10 PFC 300	100
10	LIT 10 PFC 300	100	20	LIT 10 PFC 300	100

**PROJECT:**  
River Oak

**MINIATURE SCHEDULE:**

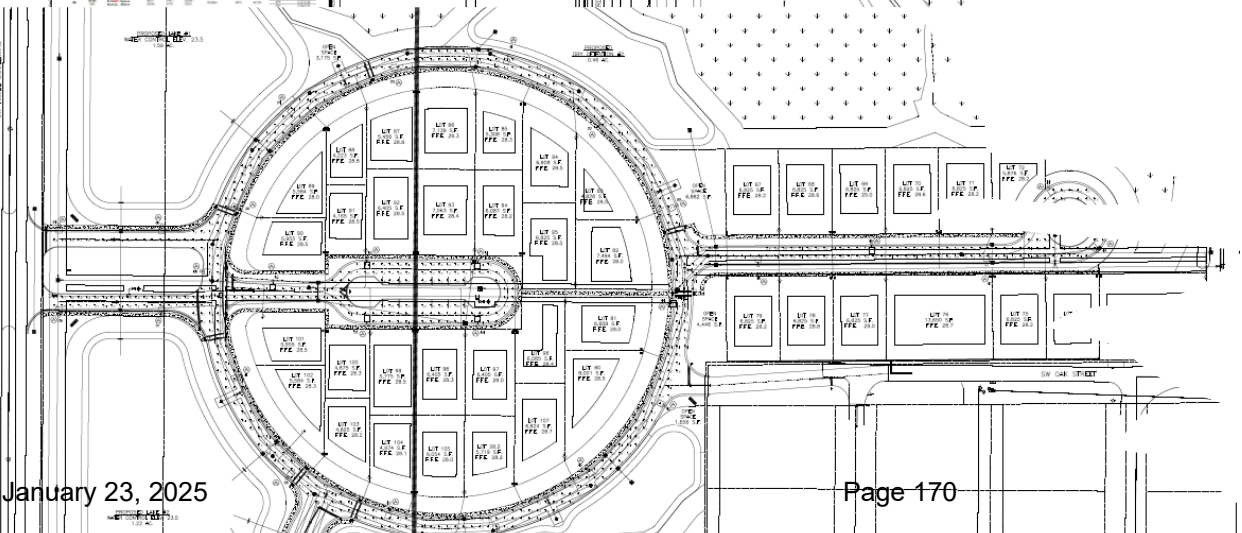
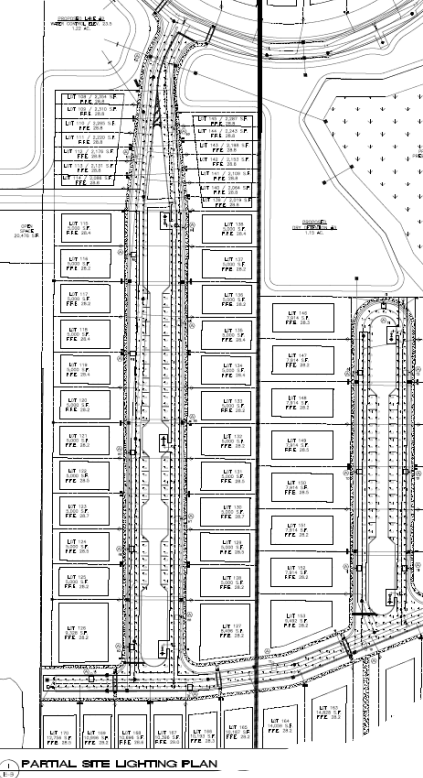
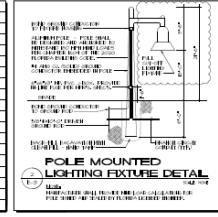
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7	LIT 10 PFC 300	100	17	LIT 10 PFC 300	100
8	LIT 10 PFC 300	100	18	LIT 10 PFC 300	100
9	LIT 10 PFC 300	100	19	LIT 10 PFC 300	100
10	LIT 10 PFC 300	100	20	LIT 10 PFC 300	100

**SITE LIGHTING**

ALL LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

**LOCATION SUMMARY:**

NO.	DESCRIPTION	QTY	NO.	DESCRIPTION	QTY
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3	LIT 10 PFC 300	100	13	LIT 10 PFC 300	100
4	LIT 10 PFC 300	100	14	LIT 10 PFC 300	100
5	LIT 10 PFC 300	100	15	LIT 10 PFC 300	100
6	LIT 10 PFC 300	100	16	LIT 10 PFC 300	100
7	LIT 10 PFC 300	100	17	LIT 10 PFC 300	100
8	LIT 10 PFC 300	100	18	LIT 10 PFC 300	100
9	LIT 10 PFC 300	100	19	LIT 10 PFC 300	100
10	LIT 10 PFC 300	100	20	LIT 10 PFC 300	100



# River Oak Approved Lighting Plan

# River Oak street light poles, and fixture design

## SOLID STATE AREA LIGHTING DSDPB SERIES - VLED

PROJECT NAME: \_\_\_\_\_  
 FIXTURE TYPE: \_\_\_\_\_

### FEATURES

#### Luminaire

Upper housing is heavy gauge cast aluminum (min. .125" wall; alloy 50.2% Cu for DSDPB25) or spun aluminum with reveal (.125" min. wall for DSDPB22). Lower housing is 0.007" thick spun aluminum with integrated LED module seal. Lower housing is vented at top and bottom for convective cooling of LED module. Top Driver chamber is barriered from LED Module chamber. Inseparable coupling mount is welded to housing and facilitates quick lowering and installation. Horizontal louvers (Decorative Bands - non-vented) mechanically latched to the upper housing. Horizontal louvers are of heavy gauge aluminum sheet.

#### VLED Optics

Low copper (A36 Alloy; ~0.2% Cu) cast aluminum housing. Integrated clear tempered glass lens sealed with a continuous silicone gasket protects emission (LED's). Reflector-Film optics, and seals the module from water intrusion and environmental contaminants. Module is suitable to resist an IP67 rating. Multi-emitter is optically controlled by a Reflector-Film injection molded from H12 acrylic (3 types per module: one from 0° - 50°; one from 50° - 45°; one from 65° - 72°). Each Reflector-Film is secured to an optical plate made of matte black anodized aluminum has indexing pins for precise aiming. The optical plate locates every Reflector-Film over an emitter, one inserted to the optical plate from above and one secured with a UV curing adhesive. The Reflector-Films are angled to produce IES Type I, II, IV, and V-SQ distributions. The entire Optical Module is field rotatable in 90° increments. Both module and driver are factory wired using water resistant, insulated cord.

#### LED Emitters

High output LED's are utilized with drive currents ranging from 350mA to 700mA, 7000 Minimum. LED's are available in standard Neutral White (5000K), or optional Cool White (5000K) or Warm White (3000K). Contact Factory for other LED options.

#### LED Driver

Constant current programmable electronic with a power factor of >.50 and a minimum operating temperature of -40°F/-40°C. Driver is UL/cUL listed, and cUL recognized. In-line terminal blocks facilitate wiring between the driver and optical arrays. Drivers accept an input of 120-277V, 50/60Hz or 247V-480V, 50/60Hz. (1 - 10V dimmable driver is standard. Driver has a minimum of 3KV internal surge protection. Luminaire supplied with 20KV surge protector for field installation.)

#### Amber LED's

PCA (Phosphor Converted Amber) LED's utilize phosphor to create color output similar to PF lamps and have a slight output in the blue spectral bandwidth. TBA (True Amber) LED's utilize material that emits light in the amber spectral bandwidth only without the use of phosphor.

#### Finish

Peritectic powder coat incorporates four step iron phosphate process to protect metal surface for maximum adhesion. Top coat is baked at 400°F for maximum hardness and exterior durability.



DSDPB25



DSDPB22

## DSDPB SERIES - VLED

### SPECIFICATIONS

#### Mounting Styles

Arms are heavy wall extruded aluminum construction. For additional arm options see arm section.

#### Wall Mount

Fixture	A	B
DSDPB25	22" (558mm)	21" (533mm)
DSDPB22	27" (686mm)	27" (686mm)

Extruded one cast aluminum construction.

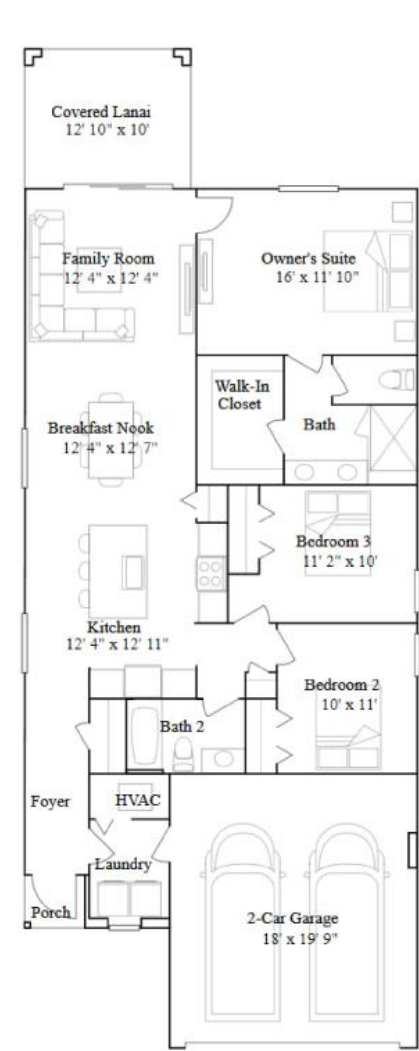
#### Wall Plate

#### VLED Modules

**DSDPB25 6.0A x 1.81**  
Available in 120 LED Module Max

**DSDPB22 6.0A x 1.81**  
Available in 80 LED Module Max

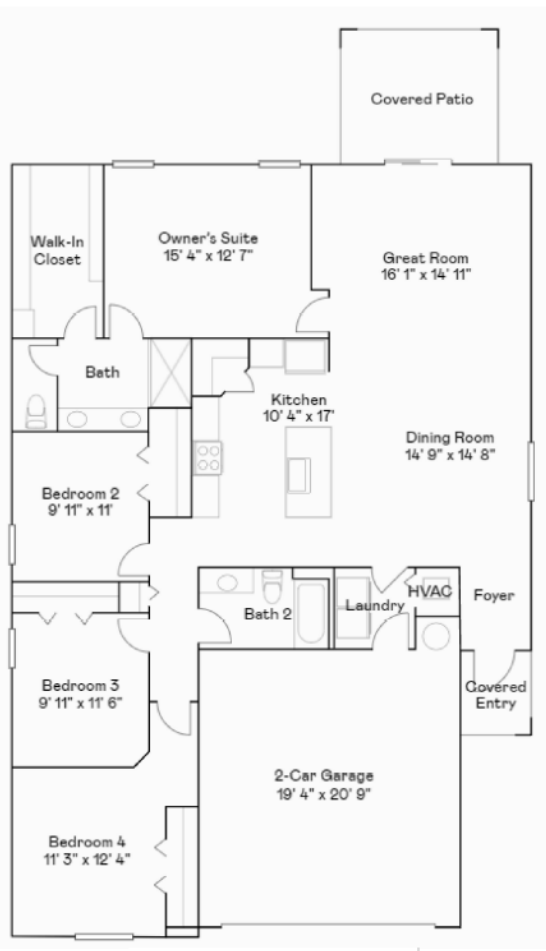




The Shoals Collection in Palm Bay, FL

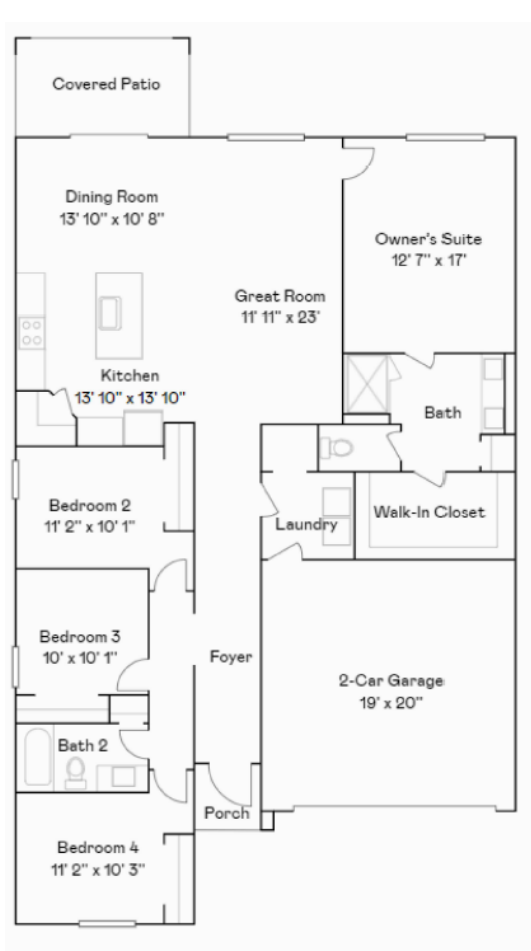
### Annapolis

3 bd . 2 bs . 1,449 ft<sup>2</sup>  
Annapolis at The Shoals Collection in Palm Bay, FL  
1st Floor



### Harrisburg

The Indies in Fort Pierce, FL  
4 bd . 2 bs . 1,609 ft<sup>2</sup>  
Harrisburg at The Indies in Fort Pierce, FL  
1st Floor



### Hartford

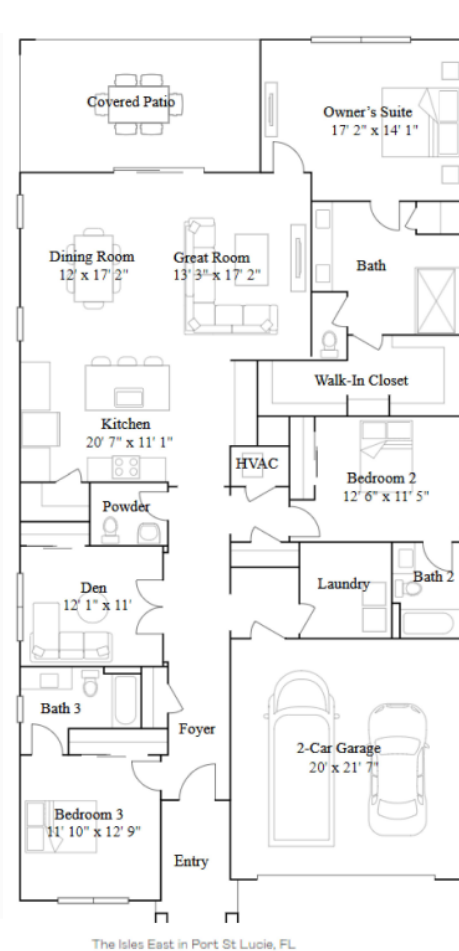
The Indies in Fort Pierce, FL  
4 bd . 2 bs . 1,937 ft<sup>2</sup>  
Hartford at The Indies in Fort Pierce, FL  
1st Floor



The Isles East in Port St Lucie, FL

### Jacaranda

3 bd . 2 bs . 1,610 ft<sup>2</sup>  
Jacaranda at The Isles East in Port St Lucie, FL  
1st Floor



The Isles East in Port St Lucie, FL

### KEY LARGO

3 bd . 3 bs . 1 half ba . 2,369 ft<sup>2</sup>  
KEY LARGO at The Isles East in Port St Lucie, FL  
1st Floor

# River Oak Total Number of Bedrooms



# Review Criteria

LDR Subsection 12-8 (8) outlines the Approval Criteria for consideration of approval of modifications to a previously approved site plan – minor.

Condition no.3 included in the Major Site Plan approval for River Oak, required a site plan amendment to be submitted and approval received by Village Council regarding architectural elevations and renderings.





# Site Plan Amendment Recommendations

The Site Plan Amendment application has been correctly advertised and noticed in accordance with Village of Indiantown code provisions.

The Site Plan Application satisfies criteria included in LDR Sec. 12-8 (8) for consideration of an amendment to a previously approved site plan.

The applicant's request to submit and present architectural elevation and rendering details to the Village for approval by Village Council, also satisfies the requirements included in condition no.3 of Resolution No. 006-2023, River Oak Major Site Plan.

Village Council is requested to make a final determination based on the materials provided.



QUESTIONS?



Prepared By:  
Village of Indiantown  
Community & Economic Development Department  
15516 SW Osceola Blvd., Suite B  
Indiantown FL 34956

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[blank space above reserved for recording information]

**VILLAGE OF INDIANTOWN, FLORIDA  
DEVELOPMENT ORDER**

**REGARDING A MINOR MODIFICATION TO  
A PREVIOUSLY APPROVED MAJOR SITE PLAN  
FOR RIVER OAK  
RESIDENTIAL DEVELOPMENT**

**WHEREAS**, River Oak Fernwood Holdings, LLC received Major Site Plan Approval for 176 single-family attached and detached dwelling units by the Village Council, Resolution No. 006-2023 on March 9, 2023, recorded April 21, 2023, at Book 3370, Page 2319, Public Records of Martin County, Florida; and

**WHEREAS**, the Community & Economic Development Department issued a Development Order 176 single-family attached and detached dwelling units on June 23, 2023, recorded June 26, 2023, at Book 3382, Page 625, Public Records of Martin County, Florida; and

**WHEREAS**, River Oak Fernwood Holdings, LLC received a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Urban Residential Office and Village Core Mixed Use Land Use Designations to Suburban Residential Land Use Designation on 30.24-acres, by Village Council Ordinance No. 06-2023 on September 21, 2023, recorded 22<sup>nd</sup> November 2023; and

**WHEREAS**, River Oak Fernwood Holdings, LLC received approval for a Rezoning of 30.24-acres from Neighborhood Mixed Use and Village Mixed Use to Limited Residential, by Village Council Ordinance No. 05-2023 on September 21, 2023, recorded 22<sup>nd</sup> November 2023; and

**WHEREAS**, River Oak Fernwood Holdings, LLC received approval pursuant to Section 12-8(8), Village of Indiantown Land Development Regulations, for minor

modification, consistent with the Suburban Residential Land Use and Limited Residential Zoning District designations, to reduce the number of residential lots from 176 single-family attached and detached, to 131 detached dwelling units on a previously approved Major Site Plan application for the River Oak residential development, on March 18, 2024, recorded March 20, 2024; and

**WHEREAS**, River Oak Fernwood Holdings, LLC received approval pursuant to Section 12-8(8), Village of Indiantown Land Development Regulations, for minor modification, consistent with the Suburban Residential Land Use and Limited Residential Zoning District designations, application No. SP-24-056 (“Application”), to make minor modifications to reconfigure, repurpose and renumber the lots and relocate a monument sign on November 14, 2024, recorded November 20, 2024; and

**WHEREAS**, River Oak Fernwood Holdings, LLC, owner, is seeking approval for Application No. SP-25-002 for a minor site plan amendment to the previously approved Major Site Plan for River Oak (“Application”), pursuant to Village of Indiantown Land Development Regulations (“LDR”) Sec. 12-8 – Major Site Plan regarding architectural elevation and rendering details; and

**WHEREAS**, the legal description attached hereto as Exhibit “A”, describes the Subject Property as referenced herein; and

**WHEREAS**, Village Planning Staff has reviewed site plan amendment to the Major Site Plan to address condition no.3 attached to Resolution No. 006-2023 requiring approval by Village Council of architectural elevations and renderings; and

**WHEREAS**, Village Council conducted a duly advertised public hearing on January 23, 2025, concerning the proposed site plan amendment to the Major Site Plan, and has considered all comments received; and

**WHEREAS**, Village Council finds that River Oak Fernwood Holdings, LLC complied with the requirements of applicable law, including the Village Land Development Regulations policy and criteria included in Sec 12-8. (8) Modification to a Previously Approved Site Plan – Minor, and the Village Comprehensive Plan, subject to the conditions of approval set forth herein, and that such approval is in the best interests of the health, peace, safety, and general welfare of the residents, businesses, and property owners of the Village of Indiantown.

**NOW, THEREFORE BE IT ORDERED THAT:**



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

**SECTION 2. APPROVAL WITH CONDITIONS.** The Village Council, after reviewing competent substantial evidence in the record and a duly noticed public hearing, hereby approves the Application subject to conditions and finds that the Application meets the requirements for site plan amendment to the Major Site Plan as set forth in Section 12-8 of the Village Land Development Regulations. Conditions are as follows:

1. That the architectural elevations and color renderings associated with this approval be substantially in accordance with those submitted for public hearing, and may be examined, in the Village Clerk’s Office as indicated in the Background section of the related staff report. Plans are subject to revisions based upon comments provided by planning staff of the Village of Indiantown, including technical DRC comments.

**SECTION 3. VIOLATION.** Failure to adhere to the terms of any approval shall be considered a violation of the Village Land Development Regulations. Penalties for such violation shall be as prescribed by the Village Code of Ordinances, which include, but are not limited to, the revocation of the approval granted by this Resolution.

**SECTION 4. RECORDATION.** This Development Order shall be recorded at the applicant’s expense in the Public Records of Martin County, Florida. A copy shall be forwarded to the applicant by the Community & Economic Development Department subsequent to recording.

**DATED THIS 23<sup>RD</sup> DAY OF JANUARY 2025**

ATTEST:

Village of Indiantown, Florida

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

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

REVIEWED FOR FORM  
AND CORRECTNESS:

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Wade C. Vose, Esq.  
Village Attorney



**Exhibit "A"**  
**Legal Description**  
**Subject Property Description**

PARCEL 1:

THE WEST 1/4 OF THE NW 1/4; AND SE 1/4 OF THE NW 1/4 OF NW 1/4, LESS THE EAST 50' THEREOF, OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA.

PARCEL 2:

EAST 150 FEET OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH LINE OF THE PLAT OF MARINER'S COVE, SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE EASTERLY AND WESTERLY EXTENSION OF SAID PLAT'S SOUTH LINE.

PARCEL 3:

ALL THOSE LANDS LYING SOUTH OF SOUTH LINE OF THE W 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 39 EAST AND NORTH OF THE ST. LUCIE CANAL, MARTIN COUNTY, FLORIDA.

..  
ALSO KNOWN AS:

A PARCEL OF LAND LYING IN SECTION 7 AND SECTION 8 TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE N.W. CORNER OF SAID SECTION 8; THENCE NORTH 89° 29' 39" EAST, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 662.00 FEET; THENCE SOUTH 00° 22' 36" WEST, ALONG THE EAST LINE OF THE W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 8, A DISTANCE OF 660.18 FEET; THENCE NORTH 89° 32' 34" EAST, ALONG THE NORTH LINE OF THE S.E. 1/4 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 8, A DISTANCE OF 611.47 FEET; THENCE SOUTH 00° 25' 17" WEST, ALONG A LINE 50' WEST OF AND PARALLEL TO THE EAST LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 660.70 FEET; THENCE SOUTH 89° 35' 30" WEST, ALONG THE SOUTH LINE OF THE AFORESAID S.E. 1/4, A DISTANCE OF 610.95 FEET; THENCE SOUTH 00° 22' 37" WEST,

ALONG THE SAID EAST LINE OF THE W.1/4 OF THE N.W.1/4, A DISTANCE OF 1199.97 FEET; THENCE SOUTH 68° 07' 24" WEST, ALONG THE NORTH LINE OF THE ST. LUCIE CANAL ACCORDING TO THE PLATS THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 35 AND PLAT BOOK 10 PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 268.38 FEET; THENCE SOUTH 82° 51' 13" WEST, ALONG THE SAID NORTH LINE OF THE ST. LUCIE CANAL, A DISTANCE OF 415.02 FEET; THENCE NORTH 00° 19' 55" EAST, ALONG THE WEST LINE OF SAID SECTION 8 A DISTANCE OF 27.69 FEET TO THE WEST ¼ CORNER OF SAID SECTION 8; THENCE CONTINUE NORTH 00° 19' 55" EAST, ALONG THE SAID WEST LINE A, DISTANCE OF 821.48 FEET; THENCE NORTH 89° 40' 04" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF MARINERS COVE ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 4 PAGE 8 PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 150.01 FEET; THENCE NORTH 00° 19' 56" EAST, ALONG A LINE 150' WEST THENCE NORTH 00° 19' 56" EAST, ALONG A LINE 150' WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1815.43 FEET; THENCE NORTH 89° 45' 30" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 2404107.99 SQFT OR 55.191 ACRES MORE OR LESS.

Parcel Numbers: 08-40-39-000-000-00190-7

Parcel Size: 55.191 acres +/-







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



**FOR QUESTIONS CONCERNING THIS PETITION, PLEASE CONTACT:  
Deanna Freeman 772-597-8269, COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT**

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

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



## Ad Preview

### VILLAGE OF INDIANTOWN NOTICE OF PUBLIC HEARING

Village Council will hold a public hearing on Thursday, January 23, 2025, at 6:00 P.M. at Village Hall, 15516 SW Osceola Street, Suite C. Indiantown, Florida 34956 to consider the following agenda item(s):

1) Application No. SP-25-002, request to amend the River Oak Major Site Plan, to provide architectural and design details in accordance a condition included in Resolution No. 006-2023, approved by Village Council March 9, 2023.

Location: East side of SW Famel Boulevard, west of Fernwood Forest Road, north of the St. Lucie Canal and south of SW Market Street.

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

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

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

LaRhonda McBride,  
Village Clerk

Published: January 13, 2025.

TCN10934750

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Annual Performance Evaluation for Village Manager

**SUMMARY OF ITEM:** The Village of Indiantown (Village) Manager began employment with the Village on January 13, 2023. Last year, in 2024, the Council determined an annual performance review should be conducted. The Village Manager is taking the opportunity to identify some accomplishments and areas of improvement, since employed with the Village, recognizing, none of the accomplishments could be completed without the appropriate staff to perform accordingly.

The Village Manager is fortunate to have dedicated staff that are committed to providing great customer service and keeping the Village viable for the community. The Village Manager relies on staff to perform their assigned duties and accomplish their objectives on a daily basis. Giving managers the latitude to make decisions that impact their ability to perform is essential to how the Village operates.

The Village Manager performs all duties and appropriate tasks to ensure the Village can fulfill obligations for ample operation of the Village. The Village Manager has filled positions that became vacant, with competent staff and provides development opportunities to employees. As an example, one of the vacancies filled was the Village Clerk position, when the position was filled (internally) the Village Manager reached out to the Village of Tequesta to allow the newly promoted Village Clerk to 'shadow' Tequesta's Clerk to provide training to Indiantown's Village Clerk. During the training, it was discovered that the Village of Indiantown had not been codifying their ordinances. Codification is the process of collecting and restating the law of a Jurisdiction in certain areas, usually by subject, forming a legal code, i.e. a book of law. The Village should have been sending their ordinances, once adopted and recorded, to Municipal Code Corporation (Municode) where they would be organized and searchable for anyone. Municode maintains the history for changes made and is utilized throughout the United States for the purpose of maintaining laws and records enacted by jurisdictions. There is a cost for the codification, going back to 2019 when ordinances began being created, cost the Village roughly \$33,000 to codify the ordinances to that date upon discovery. Each ordinance when codified costs roughly \$2,100. The Village Clerk is bringing all of the ordinances into compliance and getting them codified.

Another area that needed additional focus were some documents such as contracts and agreements, being finalized with appropriate signatures, were not being filed and available on the Village website. The Village Clerk is focusing on this task to provide transparency, but in some instances, the original documents



may not be available.

There has been a determination that lack of follow-up in code enforcement has created a monetary void. When the Magistrate rules on a violation, and assesses a \$150.00 administrative fee, the Village should invoice the violator and collect the fee, this was not being done. Staff is evaluating how to move forward and will pursue those fees that were not collected to date and corrected the process moving forward

Prior employees were initiating agreements that obligated the Village for various tasks and services that were being paid for annually. The Village Manager has terminated those agreements that have been deemed unnecessary, as defined by other employees, saving the Village more than \$300K for contracted services.

Providing data to the Council on capital needs for the Village and funding is an on-going task. Helping the Council and residents understand the financial status of the Village and available revenue sources has been a focus for the past two years. Educating others on the need for diversification of the Village's tax base is key to long-term success for the Village.

Further evaluation of the existing water plant, recognizing the need for the Village to succeed, and advocating for funding is at the forefront for the Village Manager and Staff. Continuing to focus on having a utility system that operates as an enterprise fund (fees collected cover related expenses) has been a priority. In 2024, the water utility specifically, had challenges with failed pumps, electrical nightmares, and other expensive projects that had to be done, placing a strain on the revenues being collected being able to cover costs. With the recent increase in the usage rates and other fees, staff is hopeful that in the current fiscal year, utility funds will be sufficient enough to allocate toward much needed capital improvements.

Previously, the prior Council and employees were presented with various capital improvement plans that were created by consultants and not utilized when developing budgets. With the anticipation of additional revenues from the one-half cent sales tax that was approved by Martin County voters, the Village will be setting aside an estimated \$900K that must be allocated toward capital projects (infrastructure). Staff is in the process of prioritizing projects and will be providing the Council with a budget amendment and projects for consideration.

There are additional policies, procedures, and other items that continue to surface and need to be addressed. The Village Manager will continue to assist and make necessary changes as Staff continues to identify daily operations that need to be modified and solicit Council approval for those that require such.

An area for performance improvement is communication. The Village Manager tends to react and address those areas that need attention and does not share with all Councilmembers unless there is an emergency situation. There have been a few instances in the past, where Councilmembers have expressed their concern in not being briefed on controversial items coming to Council.

FISCAL IMPACT STATEMENT: None for this item.

RECOMMENDATION: The Council provide feedback to the Village Manager on performance for the past two years.

PREPARED BY: Taryn G. Kryzda, Village Manager

DATE: 1/13/2025



**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 02-2025 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REVISING AND RESTATING THE VILLAGE OF INDIANTOWN PERSONNEL REGULATIONS, RETITLED AS THE VILLAGE OF INDIANTOWN HUMAN RESOURCES POLICY MANUAL; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON-CODIFICATION, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: Staff has been reviewing and making modifications to the prior personnel regulations to provide an updated Human Resources (HR) Manual for the Village of Indiantown (Village) operations. The revisions proposed has incorporated language for state and federal employment regulations along with the most recent approval by Council for an employee Paid Time Off (PTO) leave policy.

A matrix with the changes has been included. Most of the changes are for clarification of intent, creating separate sections for language, which was previously combined, to further elaborate and provide guidance for employees.

There are a few items that have been added: providing for salaried employees to be entitled to 40 hours annually (which does not carry forward from year to year and is not eligible for payout upon separation), and one-time lump sum bonus at tenure milestones of 10, 20 & 30 years of service.

FISCAL IMPACT STATEMENT: The two additional changes, have minimal fiscal impact.

RECOMMENDATION: Council Discuss/Recommendation to approve the proposed revised Human Resources Manual.

PREPARED BY: Taryn G. Kryzda, Village Manager

DATE: 12/6/2024

ATTACHMENTS:  
Description

VOI Ordinance No. 02-2025 - Revising and Restating Personnel Regulations, Retitling as HR Policy Manual  
Proposed HR Manual 2025  
Changes to HR manual matrix  
Personnel Regulations adopted 230413



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 02-2025

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REVISING AND RESTATING THE VILLAGE OF INDIANTOWN PERSONNEL REGULATIONS, RETITLED AS THE VILLAGE OF INDIANTOWN HUMAN RESOURCES POLICY MANUAL; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 6(2) of the Indiantown Village Charter provides:

- (2) *Personnel.* Consistent with all applicable state and federal laws, the Council shall provide by ordinance for the establishment, regulation, and maintenance of a system governing personnel policies necessary for the effective administration of employees of the Village's departments, boards, and agencies.

and

WHEREAS, on December 13, 2018, the Village Council adopted Ordinance No. 11 (2018), which established the Village of Indiantown Personnel Regulations (“Personnel Regulations”); and

WHEREAS, the Village Council has thereafter amended the Personnel Regulations from time to time by ordinance; and

WHEREAS, after extensive review and recommended revisions by the Village Manager and staff, the Village Council finds that it is appropriate to revise and restate such Personnel Regulations as set forth herein, and to retitle such Personnel Regulations as the Village of Indiantown Human Resources Policy Manual; and

WHEREAS, the Village Council finds that the revised and restated Human Resources Policy Manual adopted herein is in the best interests of the health, safety, and welfare of the residents, property owners, and employees of the Village of Indiantown.

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

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

**SECTION 2. RETITLING, REVISION, AND RESTATEMENT OF HUMAN RESOURCES POLICY MANUAL.** The Village of Indiantown Personnel Regulations are hereby retitled as the Village of Indiantown Human Resources Policy Manual (“Human Resources Policy Manual”). The Human Resources Policy Manual is hereby revised and restated to read as set forth in Exhibit “A”, attached hereto and incorporated herein.

**SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable; and, if any section, subsection, sentence, clause, phrase, or portion of this ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

**SECTION 5. NON-CODIFICATION.** The provisions of this ordinance shall not be codified in the Village of Indiantown Code of Ordinances unless directed by subsequent ordinance, but the revised and restated Human Resources Policy Manual adopted hereby shall be maintained in electronic and printed form by the Village Clerk and made available to Village personnel and the public.

**[ This space intentionally left blank. ]**



**SECTION 6. EFFECTIVE DATE.** This ordinance shall take effect immediately upon adoption.

**PASSED** on first reading on the \_\_\_\_\_ day of January, 2025.

**ADOPTED** on second reading on the \_\_\_\_\_ day of February, 2025.

Village of Indiantown, Florida

ATTEST:

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

\_\_\_\_\_  
Carmine DiPaolo  
Mayor

REVIEWED FOR FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Wade C. Vose, Esq.  
Village Attorney



## VILLAGE OF INDIANTOWN HUMAN RESOURCES POLICY MANUAL

Adopted by Ordinance No. 11 (2018) – December 13, 2018  
1<sup>st</sup> Amendment - Ordinance No. 11-2019 – May 23, 2019  
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**EFFECTIVE FEBRUARY 13, 2025**



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## SECTION 1 – INTRODUCTION

### 1.01 PURPOSE

The purpose of this Human Resources Policy Manual (Manual) is to communicate procedures for the Village of Indiantown (Village) which shall serve as a guide to administrative actions covering most human resources actions, which shall arise. These procedures are intended to indicate the customary methods of carrying out the objectives of the Village’s rules and regulations, as set forth herein by this policy manual. Any actions not specifically covered shall be interpreted by the Village Manager with such interpretations to be in keeping with the intent and purposes of the Manual, all within the Village Manager’s discretion.

The Manual is not an employment contract and should not be considered as such. The Manual is a summary and a guideline regarding certain Village benefits, policies, and procedures, which are subject to change as the Village deems appropriate with or without notice. This Manual supersedes all previously issued Personnel Regulations and inconsistent verbal or written policy statements.

All Village employees are at-will employees. Accordingly, for those employees who are at will, either the employee or the Village may terminate the relationship at will, with or without cause or notice, at any time, for any reason or no reason. Therefore, termination is not a grievable or appealable event.

The responsibility for modification and/or interpretation of this Manual is delegated to the Village Manager in accordance with the provisions of the Village Charter and Village Ordinances. Any modification of any regulation that has a budgetary impact shall require the approval of the Village Council (Council).

### 1.02 CODE OF ETHICS

All Village employees are bound to observe, in their official acts, the highest standards of ethics consistent with Chapter 112, Florida Statutes, and the advisory opinions rendered by the Florida Commission on Ethics, regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people of the Village must be of foremost concern.

### 1.03 POSITIONS COVERED

The manual covers all Village positions that are paid employees of the Village. The Village Manager will also follow all provisions of the Human Resources Manual unless it is otherwise specifically stated in an employment contract.

### 1.04 ADMINISTRATION

The Village Manager shall be responsible for the overall administration of the Rules and Regulations as set forth herein by this Manual. The term “Village Manager” as used in this manual shall include his or her designee.

Department Directors and Managers shall be responsible for the overall administration of these Human Resources Rules and Regulations within their respective departments. Routine matters pertaining to enforcement may be delegated.

## **1.05 DEPARTMENTAL POLICIES**

Departmental policies and procedures shall serve as supplements to this Manual and all written policies and procedures shall be kept on file in the Human Resource folder on the Village computer system. In the event of a conflict, the policies set forth in this Manual shall take precedence.

## **SECTION 2 – EMPLOYMENT POLICIES**

### **2.01 APPOINTMENT AND REMOVAL**

The Village Manager has the authority to appoint, transfer, discipline, demote, and remove subordinate employees. Pursuant to Section 4(6)(b) of the Village Charter, no present or former elected Village official shall hold any compensated appointive office or employment with the Village until one year after leaving office.

### **2.02 POSITION CONTROL**

All full-time positions (FTE) in the Village are established through a budget for each fiscal year. The establishment of new FTEs can only be authorized by the Village Council, which may consider need and fund availability, and such other considerations as deemed appropriate. New or additional FTEs requested outside of the budget process shall be approved by the Village Council.

New appointments, promotions, suspensions, and forced terminations must be recorded on a Personnel Action Form (PAF), which must be signed by the Village Manager, Human Resources, and the Finance Director. All PAFs, once processed, the original copy of the approved PAF shall be forwarded to Human Resources as the custodian of all personnel records.

### **2.03 TYPES OF APPOINTMENTS**

- A. Probationary – All employees, except contracted and elected officials, must successfully complete a probationary period of at least six (6) months, which begins on the date of hire or date of completion of training, whichever is later. Departmental policies may supersede this requirement by extending but not reducing the time of probation. For unemployment compensation purposes, a notice of these regulations and a link with their availability shall serve as notice that the Village is not liable for unemployment benefits upon termination for failure to meet performance standards within the first ninety (90) days of probation. Employees who are promoted or reclassified will not be placed on probation following either of those actions.
- B. Regular - Employees who work full or part-time on a continuous basis after the applicable probationary period.
- C. Full Time - Employees are scheduled to work 40 or more hours per work week.
- D. Student or Intern - Appointments that have the purpose of affording students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments are for a definite period and require the approval of the Village Manager.
- E. Emergency - To prevent stoppage of public business or loss or serious inconvenience



to the public, appointment of employees on a temporary basis may be authorized by the Village Manager for up to 180 days unless the Manager approves an extension.

- F. Part-time - Employees who work less than 40 hours per week on a continuous basis throughout the year.
- G. Temporary - Positions (whether part-time, full-time, hourly, or contractual) anticipated to be of comparatively short or limited duration up to 180 days per calendar year unless extended by the Manager, for special projects, grants, or programs. The employment status of temporary employees will not be changed due to an extension of employment more than originally planned.
- H. Trainee - Employees who do not meet the minimum qualifications of the position, and who work full or part-time on a continuous basis. The length of training is at the discretion of the Department Director, submitted in writing with the approval of the Manager.

#### **2.04 RE-HIRES**

All rehired employees are considered new employees, including without limitation, for purposes of all required background checks, screenings, and testing, and for all benefit purposes such as insurance, PTO leave, salary increases, if any, and other benefits including those that are regulated by Florida Retirement System (FRS).

Exceptions to this policy may be made at the discretion of the Village Manager in the best interests of the Village.

#### **2.05 HOURS OF WORK**

The Village Manager in conjunction with Department Directors, shall establish the hours of work, which as far as possible shall be uniform within occupational groups, shall be determined in accordance with the needs of the Village, and shall consider the needs of the public served by the department.

Lunch periods are scheduled at the discretion of the Department Director within the guidelines established by the Manager. When a department's program is such that the office is open for public service more than 40 hours per week, the Department Director shall schedule the work as necessary to provide full service but should limit the work week of each employee to 40 hours or to a special category established work period.

Flexible work hours may be available upon approval of the Department Director if it does not interfere with the provision of services to the public. Offices are to be open to the public from 8:00 a.m. to 5:00 p.m. Department Directors are responsible for ensuring adequate staff coverage to maintain customer service levels during these core hours. Examples of schedules for employees who work a 40-hour work week may include 7:30 - 4:30; 8:00 - 5:00; 8:30 - 5:30 or 9:00 - 6:00. Some departmental functions may be suited to four 10-hour shifts per week. Flexible work hours may be appropriate when departmental operations and workload can accommodate the schedule provided each separate work period is structured below the Fair Labor Standards Act (FLSA) overtime levels. An employee who has been approved to work a flexible

work schedule may not alter their schedule without prior approval of the Department Director. Flexible work hours are not to be construed as permission to change a work schedule daily to meet the employee's personal needs. During weeks containing one or more holidays, daily hours of work will revert to standard eight-hour days.

At an individual Department Director's discretion, Village employees may be permitted to utilize two paid 15-minute breaks, one in the morning and the other in the afternoon. This benefit is intended to give employees the opportunity to take a "time-out" from work duties whenever the workload permits and rejuvenate themselves for the remainder of the day.

The Village treats certain employees as being "salaried exempt," meaning, among other things that they are executive, administrative, or professional employees paid on a "salary basis" who are exempt from the minimum wage, overtime, and timekeeping requirements of the federal Fair Labor Standards Act (FLSA). This policy describes certain salary deductions that are permitted.

Permissible Deductions In the following circumstances, a salaried-exempt employee's salary may be reduced:

- Proportional deductions may be made for whole-day absences due to personal reasons other than sickness or disability. For example, if an employee is absent for two whole days to handle personal affairs, the salary may be reduced for two whole-day absences.
- Proportional deductions may be made for whole-day absences due to sickness or disability when the employee has not yet qualified for benefits under the sick/disability plan and when the employee has exhausted such benefits.
- The Village may offset against the employee's salary any amounts received by the employee as jury fees, witness fees, or military pay for the workweek.
- Salary deductions may be made for penalties imposed in good faith for infractions of safety rules of major significance.
- Salary deductions may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules.
- The Village may pay a proportionate part of the employee's full salary for the time worked in the first week of employment or the last week of employment.
- When a salaried-exempt employee takes unpaid leave under the FLSA, the Village may pay a proportionate part of the salary for the time worked in the workweek.
- The Village may make deductions from pay due to a budget-required furlough. During any such workweek in which a deduction is made, such employee shall be treated as a non-exempt salaried employee.

### **Complaint Procedure:**

If a salaried-exempt employee experiences a salary reduction and believes that it violates this



policy, the employee is expected to report this promptly to Human Resources. The employee will not be penalized in any way for making such a complaint. It is the Village's policy to promptly reimburse the employee for any such improper salary reduction. This policy is intended solely to implement FLSA regulatory requirements and is not to be considered any type of contract.

## **2.06 OVERTIME, COMPENSATORY, AND DISCRETIONARY TIME**

In any department, overtime shall be authorized or directed for overtime-eligible employees when it is in the best interest of the Village and is the practical and economical way of meeting workloads or deadlines within budgetary constraints. All overtime shall be authorized in advance in writing by the Village Manager in consultation with the Department Director. Where prior notice is impossible, immediate ratification by the Manager will be sought.

Employees shall be required to work overtime when requested unless excused by supervisors. Employees eligible for overtime shall be paid overtime at the rate of time and one-half for all time worked (per FLSA, does not include PTO leave and personal leave) more than 40 hours in that work week and for all hours worked on a day that is not part of their normally scheduled workweek. Department Directors may grant an employee's request to change their shift schedule. A change in schedule at the employee's request will not result in overtime unless it is provided for under the FLSA.

Department Directors and other FLSA-exempt employees do not receive overtime pay for any hours worked more than their regular schedule. However, the Department Director may grant discretionary time off. No payment will be made for any unused discretionary time at the time of separation.

When a non-exempt employee is required by proper authority to work beyond his or her normally scheduled hours in a workweek, the employee may be granted compensatory time off at the rate of time and a half for each overtime hour worked. All compensatory overtime must be authorized by the Manager, in advance, and should be credited to the employee as soon as practical following the overtime worked. Compensatory hours will be available for use the pay period after they have been earned.

A record of earned compensatory time shall be maintained by the Department Director. Each Department Director shall make every effort to have employees use their earned compensatory time within 30 days in which it is earned.

Payment shall be made for unused compensatory time at the time of separation from the Village based on the employee's regular rate at the time of termination or the employee's average regular rate for the last three years of employment (whichever is greater).

Compensatory time off may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time off will be computed in the same manner as financial compensation would otherwise have been computed. Such accumulation of compensatory time cannot exceed more than 40 hours and should be used within the 30 days in which it was earned. If accumulated compensatory time is not used within the fiscal year, the employee will be paid for any unused compensatory time within 30 days following the end

of the fiscal year or upon separation.

The final decision in each instance to use compensatory time off shall be at the discretion of the employer and consistent with the operating needs of the Village. If compensatory time is to be taken, it shall be at a time convenient to the employee and employer, who will request such time off at least five workdays in advance. A department supervisor may grant an employee's request for compensatory time off with less notice at his/her discretion. Compensatory time off shall be taken under this article as provided by the FLSA if such continues to be applicable to local government employees.

During a locally declared state of emergency when Village operations are closed to the public and only critically necessary operations are in effect, at the discretion of the Manager:

1. Non-exempt employees will receive straight time for the employee's regularly scheduled hours during the time of the emergency whether the employee worked or not unless the employee was out on previously scheduled leave time in which case the leave time will remain in use. Employees will also receive time and one-half for all hours working during the emergency.
2. Salaried employees exempt from the FLSA except the Manager will receive straight time for the employee's regularly scheduled hours during the time of the emergency whether the employee worked or not unless the employee was out on previously scheduled leave time in which case the leave time will remain in use.
3. Managers will be entitled to discretionary time.
4. Employees released from duty during a locally declared state of emergency, will receive straight time for their normal work schedule; this does not apply to employees who take leave prior to a locally declared emergency. Employees who take leave prior to a locally declared emergency will be charged their leave time.
5. Employees whose shift ended prior to the declaration of the emergency or who have been released to return home are on-call and must remain within a pre-determined radius, remain fit for duty, and may be subject to discipline for failure to respond.

When an employee's services are needed for an emergency event in another jurisdiction, at the discretion of the Manager:

1. Non-exempt employees will receive straight time for the employee's regularly scheduled hours during the time of the emergency whether the employee worked or not. Employees will also receive time and one-half for all hours worked beyond their normal work schedule during the emergency. Employees will not receive any shift differential pay items on the days of the emergency whether the employee worked or not.
2. Salaried employees exempt from the FLSA except the Manager will receive straight time for the employee's regularly scheduled hours during the time of the emergency. Employees will also receive straight time for all hours worked beyond their normal work schedule during the emergency.

## 2.07 ATTENDANCE

When locally declared emergencies require extensive post-storm recovery after Village operations have reopened, exempt, salaried employees required to work consistently beyond the employee's normal work schedule, may be paid straight time for hours beyond their normal

work schedule at the discretion of the Manager. All employees are expected to report for duty and clock in at the scheduled time and each Department Director shall be responsible for the punctual attendance of all persons in the department. If an employee is unable to work for any reason, he/she must notify the department as indicated by departmental policy. Insufficient notice shall constitute leave without pay and is cause for disciplinary action.

When absence is due to illness, the Village may require appropriate medical documentation. Excessive absenteeism or lateness is sufficient cause for disciplinary action, up to and including dismissal from employment. Other continuing patterns of absences, early departures, and tardiness, regardless of the exact number of days, may warrant disciplinary action.

Although an employee may be terminated at any time for failing to report to work without contacting the Village, if an employee fails to report for work or call in for three consecutive calendar days, such action constitutes the abandonment of a position and shall be considered a resignation.

## **2.08 EMPLOYEE TRAINING**

Within its discretion and as it sees fit, the Village may establish and develop various educational and training programs for Village employees. Generally, the purpose of any such program is to provide general, educational job-related training, and mandatory certification training to increase the operational efficiency of such employees or to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Attendance at any training program does not guarantee advancement.

Generally, when the Village requires or permits a non-exempt employee to attend training during the employee's regular work hours, the time is compensable time. Therefore, non-exempt employee training time is typically paid unless all four of the following criteria are met:

- A. attendance is outside of the employee's regular working hours;
- B. attendance is voluntary;
- C. the course, lecture, or meeting is not directly related to the employee's job; and
- D. the employee does not perform any productive work during such attendance.

Records of satisfactory training completion shall be placed in the employee's personnel file.

The Department Director may select an employee to receive on-the-job training for a higher-level position for a period of not to exceed 10 working days. The intent of this training is to afford the employee the opportunity to acquire new knowledge and skills. As a result of the training, the employee may then be more effective on the job and may qualify for jobs at a higher level. However, employee advancement is not guaranteed.

## **2.09 EMPLOYEE TESTING**

When satisfactory test results are required as a condition of employment for a position, an employee will be allowed up to three (3) chances to pass the required test, or as many attempts as allowed by the testing authority, whichever is less.

Prior to taking any required tests, the employee shall notify their manager and Human Resources of their upcoming test date. Upon the employee's receipt of their test scores,



regardless of whether they are a pass or fail, they shall immediately provide said scores to Human Resources for incorporation into their personnel file. It shall be the sole responsibility of Human Resources to document and determine an employee's continued employment eligibility as it relates to successfully meeting any testing requirements.

Depending upon the investment made by the Village for the individual to attend classes or courses and is successful in obtaining a license or specific certification, and receives additional compensation for the license or certification, the employer may, at their discretion, require the employee to maintain employment at the Village for a given amount of time. If the employee terminates employment prior to the defined period, the Village shall deduct from the employee's final paycheck a prorated amount based on the expenditures made by the Village and the time remaining. The employee will be required to sign an acknowledgment as such prior to beginning any courses for a specific license or certification.

## **2.10 EMPLOYEE PERFORMANCE APPRAISAL**

Appraisal of performance is a continuous process. The supervisor frequently reviews your performance in an informal way. To avoid misinterpreted or incomplete evaluations, the supervisor may conduct formal reviews on an annual basis, on the employee's anniversary date of each year. Performance evaluations will include factors such as the quality and quantity of work, knowledge of the job, attendance, initiative, and attitude toward work and toward others. These evaluations provide an opportunity to discuss development, areas for improvement, future goals, and overall performance. After the review, the employee will be required to sign the evaluation simply to acknowledge that it has been presented. Should an employee refuse to sign their evaluation, Human Resources and the Department Director will acknowledge the appraisal. Employee refusal to sign does not alter the results of the appraisal.

Even though the employee's performance may be satisfactory, an appraisal does not mean there will be an automatic increase in pay. Salary increases are at the discretion of the Village, and if paid, will be based on merit, market and economic conditions, and the annual budget.

If an employee attains an evaluation of "Below Satisfactory Standards" in any category, the employee will be provided a Performance Improvement Plan (PIP). The PIP shall be in effect for sixty (60) days, upon which if the employee is not able to reach a satisfactory or above evaluation on the deficiencies identified, termination may be recommended to the Village Manager.

## **2.11 REMOTE WORK (TELECOMMUTING)**

The Village considers remote work to be an alternative work arrangement in cases where individual job and supervisory characteristics are best suited to such an arrangement. Remote work allows an employee to work at home, on the road, or in a satellite location for all or part of their regular workweek. Remote work should be a mutually agreed upon arrangement, when possible. The Village may, in some circumstances, require remote work as a condition of employment. It is not an entitlement; it is not a Village-wide benefit.

All remote work arrangements shall be made on a case-by-case basis, provided that the Village is able to maintain the same level of service to the public. Any remote work schedules must be recommended by the Department Director and approved by the Manager.

All remote work arrangements are granted on a temporary and revocable basis and may be discontinued by the Manager at any time and for any reason. In addition, an employee may discontinue participation in remote work at any time (except in those circumstances noted earlier where remote work is required of the position).

The Village will determine, with information supplied by the employee and the supervisor, the appropriate equipment needed for each remote work arrangement on a case-by-case basis. Human Resources and Information Technology will serve as resources. Equipment supplied by the Village will be maintained by the Village. Equipment supplied by the employee, if deemed appropriate by the Village, will be maintained by the employee. The Village reserves the right to make determinations regarding appropriate equipment, subject to change at any time. Equipment supplied by the Village is to be used for Village business only. The remote worker shall sign an inventory of all Village property and agree to protect the items from damage or theft. All Village property will be returned upon termination of the remote work arrangement, or at any other time at the request of the Village. Employees are personally liable for missing or damaged equipment. Consistent with the Village's expectations of information asset security for employees working at the office, remote-working employees will be expected to ensure the protection of proprietary Village information accessible from their home office. Requirements include but are not limited to, the use of locked file cabinets, disk boxes, and desks, regular password maintenance, virus protection software, and any other steps appropriate for the job and the environment. All records and documents regardless of physical form or characteristics created while performing Village business are considered Public Records. Unless specifically exempt by statutes (e.g., Social Security Numbers), such records must be maintained in an accessible format and must be made available for inspection upon request.

The employee will establish an appropriate work environment within their home for work purposes. The Village will not be responsible for costs associated with the initial setup of the employee's home office such as remodeling, furniture, lighting, repairs or modifications to the home office space, operating costs, home maintenance, and or any other incidental costs associated with the use of the employee's residence. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work.

Injuries sustained by the employee while at their alternate worksite and in conjunction with their regular work duties are normally covered by the Village's workers' compensation policy. The Village assumes no liability for injuries occurring in the employee's home workspace outside of work hours. Remote work employees are responsible for notifying the employer of such injuries in accordance with the Village workers' compensation procedures. The employee is liable for any injuries or damages sustained by third parties or family members at their work site. The employee agrees to hold the Village harmless for injury and damages to others at the alternate work site.

The Village will supply the employee with appropriate office supplies (pens, paper, etc.) for the successful completion of job responsibilities. The Village will also reimburse the employee for all other business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities.

The employee and supervisor will agree on the number of days of remote work allowed each

week, the work schedule the employee will maintain, and the manner and frequency of communication. Unless otherwise agreed upon, the employee is to be accessible by phone or pager to his/her supervisor and customers during work hours. Employees must be on site as necessary to attend meetings, training sessions, or similar events or occurrences. Employees who are unable to work due to illness must use PTO leave (if applicable) and must report their absence to their supervisor. Employees who wish to be relieved of responsibility for work on a particular day must use PTO leave per policy. The employee agrees to allow the Village access to the work environment to assess safety and security, upon reasonable notice.

The employee's pay and benefits remain the same as if the employee were working at his or her Village office. If the employee works less than the employee's normal workweek, salary and benefits may be adjusted accordingly. Remote work employees who are not exempt from the overtime requirements of the FLSA will be required to record all hours worked in a manner designated by the Village. Hours worked more than those specified per day and per workweek, will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the remote work agreement and/or appropriate disciplinary action.

Remote work is not a substitute for childcare responsibilities. The employee must have childcare arrangements during all work hours.

The employee and supervisor should discuss how and when job performance will be monitored. Supervisors are expected to monitor job performance and the related degree of success of the remote work arrangement. A revision of the employee's performance plan, with a focus on outcomes and objectives, may be advisable. The employee remains subject to all policies and procedures while in a remote work arrangement.

Employees entering into a remote work agreement may be required to forfeit the use of a personal office or workstation in favor of a shared arrangement to maximize Village office space needs.

The nature of the job, in terms of work performed and services provided, is the initial consideration in determining whether remote work is a possibility. The following factors, related to the nature and function of the job, should be present:

- A. Remote work employment arrangements must be in the best business interests of the Village.
- B. Customer service, including business hours, must be satisfactorily maintained.
- C. The position's duties and responsibilities must be inherently appropriate for or able to be adapted to remote work. Some Village jobs are quite appropriate for remote work, such as jobs in which the duties can be performed at a remote work location, jobs that involve autonomous and independent tasks, or jobs that involve a high frequency of fieldwork. On the other hand, some Village jobs clearly do not lend themselves to remote work, such as jobs that require a daily physical presence at the standard Village worksite.

All employees entering into a remote work agreement are required to sign the Remote Work Guidelines acknowledgment of receipt.



## **2.12 LACTATION BREAK**

The Village will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year after the birth of the child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid. The Village will also make access to a refrigerator available for the storage of breast milk and will ensure that the break room (which may be a vacated office) is both private and has access to an electrical outlet.

Employees should notify their immediate supervisor or Human Resources to request time to express breast milk under this policy. The Village does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

## **2.13 BACKGROUND SCREENING**

To ensure that employees of the Village continue to be qualified and continue to have a strong potential to be productive and successful, to further ensure that the Village maintains a safe and productive work environment free of any form of violence, harassment, or misconduct, and to determine eligibility for promotion, re-assignment or retention, the Village reserves the right to conduct background screening on all employees.

Background screening is a sound business practice that benefits everyone; it is not a reflection on any employee. All employees must report any arrests or changes to their criminal background to Human Resources within twenty-four (24) hours of the occurrence so that the Village can determine whether the employee's status should change. Failure to do so may result in termination of employment.

Should you have any questions regarding the Village's background screening policy, please contact Human Resources.

## **2.14 TIMESHEETS AND TIMEKEEPING**

It is the responsibility of each employee to accurately clock their time in a reasonable amount of time (this should be completed at the end of each week for that week of work). Failure to do so may result in hours being assigned to leave without pay due to lack of documentation. Non-exempt (Hourly) employees are required to clock in up to seven (7) minutes prior to their start time. No employee shall clock in before that or begin work prior to seven (7) minutes unless approved by their supervisor. Employees who clock in over seven (7) minutes late, will be docked a one-quarter (1/4) hour (fifteen (15) minutes) and may be subject to discipline as set forth in the disciplinary code. Clocking in and out shall be performed when an employee is physically at the office or beginning or ending their shift remotely.

Employees should keep track of their lunch breaks. Hourly employees will have up to seven (7) minutes before their scheduled end time to clock out. Employees who clock out beyond seven (7) minutes after their scheduled shift must have pre-approval from their supervisor.

At the discretion of the Department Director, exempt employees may be required to clock- in each day. All time off should be recorded daily and properly reflected on the timesheet for each pay period. Each employee should carefully review all entries made before submitting them to the supervisor for approval. The supervisor should carefully review all entries, ascertaining that they represent an actual statement of hours worked prior to approval.

Employees who do not clock in or clock out are required to correct any errors on their timesheets before submitting them for final approval. Employees who fail to clock in or clock out may be subject to discipline as set forth in the Village's discipline code. Employees are responsible for their timesheet data entry and will enter their time for each day in a timely manner to avoid delays in payroll.

### **2.15 CALL-INS**

When any full-time employee is called in to work outside of their normal work hours, they shall be paid for the exact time worked. This includes after-hours utility company calls from customers.

### **2.16 EMPLOYEE COVERAGE**

There shall always be at least one (1) employee on duty in any department that affects public health and/or safety. Department Directors have the authority in consultation with the Village Manager to 'close' an office or offices for a specified amount of time when specific circumstances, such as training, meeting, etc., are planned.

## **SECTION 3 – COMPENSATION PLAN**

### **3.01 PURPOSE**

The Village will create a Compensation Plan to directly relate to a Classification Plan to provide the basis of compensation for employees of the Village. The Compensation Plan will be designed to support the following objectives:

- A. Correlate pay to the duties and responsibilities of the position.
- B. Provide competitive pay in a relative labor market.
- C. Attract and retain competent personnel.
- D. Be consistent with the economic conditions of the area.
- E. Establish lines of promotion and career ladders.
- F. Meets financial policies of the Village.

### **3.02 CONTENT**

The Compensation Plan will include the basic Salary Schedule as adopted by the Village Council and will be developed utilizing the most current data compared to similar organizations based on population, demographics, size of budget, etc.

The Salary Schedule establishes pay grades with corresponding pay ranges. Jobs within the Classification Plan are positioned into the established pay grades. The Salary Schedule will be modified annually when Cost of Living Adjustments (COLA) are approved.

### **3.03 ADOPTION AND AMENDMENT**

After study, analysis, and consultation, the Village Manager shall prepare a Compensation Plan for the various classifications of work. Amendments to the Plan may be considered when changes of responsibilities of work or classifications, availability of labor, prevailing rates of pay, the Village's financial condition and policies, or other pertinent economic considerations warrant such action as determined in the sole discretion of the Village and the employee's rate of pay is within the classification assigned.

### **3.04 APPOINTMENT AND STARTING RATES**

The minimum pay grade established for a position is considered the normal level for new or re-hired employees. A qualified new-hire or re-hired employee may be employed at a rate that exceeds the minimum of the pay grade if justification is provided and requested in writing by the Department Director and approved in writing by the Manager or his/her designee.

### **3.05 MERIT SALARY INCREASES**

Salary increases are not intended to be automatic. Salary increases are based upon many factors, including job performance, market and economic conditions, and the annual budget.

Employees shall become eligible for consideration for a salary increase to their base rate of pay annually, up to the maximum salary of the pay grade. When an employee reaches the maximum of their pay grade, subsequent merit increases will be paid in a one-time lump sum for the relative performance year. Approved salary increases shall be effective at the beginning of the next pay period following the merit increase effective date.

The Manager may approve salary adjustments at other than one (1) year intervals to address changing business conditions. Such conditions may include but are not limited to individual employee performance, supply and demand for certain job classifications, employee retention, and results/recommendations of pay and classification studies.

### **3.06 PROMOTION**

An employee is promoted when assigned or appointed to a classification in a higher pay grade. Upon promotion, the employee shall receive an increase to the minimum of the pay grade into which he/she is being promoted or an increase of five (5) percent whichever is greater. When the employee is promoted to a classification that is two pay grades or greater than the employee's prior pay grade, the employee shall receive an increase to the minimum of the pay grade or a ten (10) percent increase over his/her current rate of pay, whichever is greater. An increase greater than provided above may be approved in writing by the Manager, not to exceed the maximum of the pay grade. If an employee is at or above the maximum of the new pay grade, he/she will receive a one-time lump sum (non-recurring) for the eligible increase stated above at the time of promotion.

The Village embraces personal development and career advancement within the organization. Once an employee has been selected for a promotion, the employee will be compensated and begin the transition effective at the beginning of the next pay cycle. The date of promotion will be the date for future annual evaluations effective date.



### **3.07 RECLASSIFICATION**

The Manager may request to reclassify a position to the appropriate classification and pay grade when it is determined that the duties and responsibilities of a position have materially changed or as part of a reorganization or reassignment of other job duties. When an employee's position is reclassified, the employee shall be placed in the new classification, unless the employee does not meet the minimum qualifications of the new classification. When the employee is placed in a classification in a higher pay grade because of reclassification, the employee will remain at the current rate of pay or, if the employee's current rate of pay is below the minimum for the pay grade, will be adjusted to the minimum of the new pay grade. If an employee's current rate of pay is above the maximum of the new pay grade, the Manager may authorize an employee to remain at their current rate of pay. Absent such authorization, reclassification to a lower pay grade shall result in a reduction of pay to the maximum of the new pay grade or a five percent decrease in the rate of pay, whichever is less, or unless specified otherwise by the Manager and/or its designee.

In certain circumstances, an employee who is reclassified may receive a pay rate higher than the minimum of the pay grade or a five (5) percent increase, if it is approved in writing by the Manager. This will result in the employee receiving merit increases in the form of a one-time lump sum (non-recurring).

### **3.08 PAY GRADE ADJUSTMENT**

When the Manager determines that the range of a pay grade is no longer competitive or appropriate in the labor market, or when a change is required to maintain the internal equity of the Classification Plan, he/she shall request Human Resources perform a market analysis to determine if the classification and position pay ranges are within the current market. In those instances, the Village Manager in consultation with the department Director will determine the appropriate salary range for the position(s). An employee's pay shall be adjusted according to the reclassification provisions in Section 3.07, Reclassification.

### **3.09 DEMOTION**

The effect of demotion on pay shall be as follows:

- A. An involuntary or voluntary demotion is the assignment of an employee from one classification to another classification in a lower pay grade. An employee may be demoted at the discretion of the Manager. Demotion shall not result in a pay increase.
- B. Upon demotion of one pay grade lower, the employee's rate of pay will be reduced by five (5) percent, or to the maximum of the new salary grade, whichever is lower. Upon demotion of two pay grades lower or more, the employee's rate of pay will be reduced by ten (10) percent, or to the maximum of the new salary grade, whichever is lower. A decrease lower than provided above may be approved by the Manager, not to fall below the minimum of the pay grade. Employees demoted will receive a decrease to their base salary upon demotion and shall not have a salary above the maximum of their new pay grade. At the discretion of the Manager and/or its designee, the employee getting demoted may be kept at his/her current rate of pay with proper documentation.

### **3.10 TRANSFERS**

An employee may be transferred from a classification to a different classification in the same pay grade with the same or similar job duties in the same department or another department at the discretion of the Village Manager in consultation with the Department Director(s). Transfers do not result in a change in the rate of pay or classification date.

### **3.11 TRAINEE**

In the event an applicant for any position does not meet the minimum qualifications but is otherwise qualified for the position, the Manager may authorize appointment as a "trainee." In such cases, the employee shall be hired at a rate of up to ten (10) percent below the minimum salary, until the minimum qualifications have been satisfied. This category is used to train people on the job who have the potential to do the work but lack some of the skills or experience needed.

Cost-of-Living Increase (COLA), or any other increase during a trainee status classification, will be carried over to the trainee's new salary at the time of increase. The trainee will still receive the increase as agreed upon completion of the minimum qualifications for the position.

Employees that are "trainees" will be trainees for the time as outlined in the employment offer/promotion letter or any other form as approved by Human Resources. If an employee is not able to obtain the requirements for the position during the trainee period as outlined, they may be demoted, transferred, or terminated upon authorization of the Manager and/or its designee.

Once an employee has met the requirements and is no longer considered to be a trainee, the employee will have a title change and receive a ten (10) percent salary increase. Trainee status shall not extend past six (6) months unless due to completion of education required for the position.

### **3.12 ON-CALL TIME**

To provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to be on-call. An on-call assignment is made by a Department Director who requires an employee to be available for work during off-duty time which may include nights, weekends, or holidays.

On-call time is defined as the time when an employee is required and designated to remain available for duty during non-scheduled work hours; but is permitted to engage in most personal activities if he or she responds to calls promptly, efficiently, and safely.

The department shall seek volunteers whenever possible consistent with equitable distribution of on-call time within a work area, classification, shift, and consistent with skill and ability. In the event volunteers are not available, qualified employees shall be required to take the assignment to maintain service levels.

In the event an employee who is officially on-call fails to respond to a call to work or reports unfit for duty he/she shall be subject to disciplinary action. When called to work while officially designated as being on-call, the employee shall be paid for the actual time worked in accordance with FLSA.

Exempt employees, as defined under the FLSA, are expected to work whatever hours are necessary to complete assignments and successfully execute the duties and responsibilities of the position and are not eligible for on-call pay. When the Village requires a non-exempt employee to be on-call, the employee shall be compensated at the established on-call rate, whether the employee is required to report to work. Regarding this on-call rate, no employee will receive more than the established on-call rate during any consecutive 24-hour period.

### **3.13 ACTING APPOINTMENTS AND TEMPORARY ASSIGNMENTS**

An employee assigned or appointed to work in a higher classification in an existing position, for more than ten (10) consecutive calendar days or such shorter period as determined by the Manager, will receive five (5) percent for one pay grade, ten (10) percent for two pay grades or the minimum rate of pay for the higher classification, whichever is greater. This provision restarts each time there is a break in service when working in a higher capacity and requires the employee to work an additional ten (10) consecutive calendar days before earning acting pay. The assignment shall be effective on the eleventh (11<sup>th</sup>) day or at such earlier date as the Manager designates. Employees will only receive acting pay for actual hours worked and not while on any accrued leave or any other leave of absence.

### **3.14 CAREER INCENTIVE PAY**

Regular full-time and part-time employees shall be eligible for a lump sum (non-recurring) payment equal to five (5) percent of their base rate of annual salary at the completion of ten (10), twenty (20), and thirty (30), years of continuous employment within the Village. All such payments will not be added to an employee's base rate of pay. The effective date of the lump sum career incentive payment will be at the beginning of the next pay period following the employee's anniversary (date of hire).

### **3.15 HEALTH INSURANCE**

It is the Village's intent to provide a health insurance program for all employees who elect to participate. All full-time Village employees are eligible to participate in any medical, dental, and vision benefits offered by the Village. Village Council members are not eligible for any medical, dental, and vision benefits offered by the Village.

Currently, the Village shall pay the following portions of employee health benefit premiums as follows:

Senior Management:	100% for employees and dependents
General Employees:	90% for employees and 75% for dependents

Future benefit provisions, and employer contributions, will be reviewed annually in conjunction with the Village's budget process.

## **SECTION 4 - CLASSIFICATION PLAN**

### **4.01 PURPOSE**

The Village Manager shall develop and maintain a Classification Plan that assures employees'



job responsibilities are appropriately classified and then ranked in relation to other classifications of employees; and that the pay grade assigned to each classification is sufficiently competitive, within the Village's relevant labor market, to allow for the recruitment, selection and retention of competent employees.

#### **4.02 USES**

The Classification Plan shall be used to:

- A. Determine qualifications and prepare job announcements.
- B. Standardize pay for the various classifications of work.
- C. Establish lines of promotion and career ladders.
- D. Assist in developing employee training programs.
- E. Provide uniform job terminology that is easily understood by employees.

#### **4.03 CONTENT**

The Classification Plan consists of:

- A. A grouping of positions into a pay grade based on approximately equal difficulty and responsibility, which require the same general qualifications, which can be equitably compensated.
- B. A Classification Title, indicative of the work of the classification, which shall be used on all personnel, accounting, budget, and related official records. Job descriptions containing the nature of work, relative responsibilities and illustrative duties, and essential duties of the job pursuant to the Americans with Disabilities Act.

#### **4.04 RECLASSIFICATION**

Human Resources in consultation with the Department Director and Manager shall be responsible for assisting with determining the appropriate pay grade for a reclassified position consistent with maintaining the Classification Plan and labor and market conditions (refer to Section 3.07).

#### **4.05 REORGANIZATION**

At times it may be necessary in the interests of maintaining efficient Village operations to reorganize Village departments based upon the Village Charter and ordinances, and future modifications to the Charter and ordinances. Such reorganizations may require the assignment of Village staff to positions that may be in a salary grade that is higher, lower, or equal to their current position in the Village's Classification Plan in some instances, positions may be eliminated, employees in those positions will be either reassigned or placed on layoff status. Assignments to positions pursuant to a reorganization may be made with or without salary adjustments and require the approval of the Manager.

### **SECTION 5 – HOLIDAYS**

#### **5.01 PURPOSE AND INTENT**

It is the Policy of the Village Council to recognize, encourage, support the multicultural diversity in our workforce, and recognize the pluralism of American culture. Therefore, employees will celebrate thirteen (13) holidays per calendar year.

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

Holidays shall be granted with pay to all eligible employees regularly scheduled to work such days, provided that an employee may be required to work on a holiday if necessary to maintain service levels to the public.

When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

All eligible employees who are regularly scheduled to work on the observed holiday to maintain essential services to the public shall be paid time and a half for all hours worked on the holiday or shall be given compensatory time off at the rate of time and a half, at the discretion of the Village Manager. Upon written agreement between the employee and the Village Manager, an employee may elect to receive accrued holiday pay in December.

## **5.02 ELIGIBILITY FOR HOLIDAY PAY**

All employees shall receive one day off with pay for each of the holidays earned. All holidays earned must be taken as time off or paid in the same period as earned. Part-time employees who work 20 hours or more shall be paid for holidays on a pro-rata basis.

An employee must be on active pay status or approved paid leave on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday to qualify for the holiday time.

Compensatory time off may be granted in lieu of holiday time cash payments (by written agreement between the employee and supervisor). Compensatory time off will be computed in the same manner as financial compensation would otherwise be computed. Such accumulation of compensatory time cannot exceed more than 40 hours and should be used within the 30 days in which it was earned. If accumulated compensatory time is not used within the fiscal year, the employee will be paid for any unused compensatory time within 30 days following the end of the fiscal year or upon separation as required by the FLSA.

The final decision in each instance to use compensatory time off shall be at the discretion of

the employer. If compensatory time is to be taken, it shall be at a time convenient to the employee, who will request such time off at least five workdays in advance, or less at the discretion of the supervisor, and consistent with the operating needs of the Village. Compensatory time off shall be taken under this article, as provided by the FLSA if such continues to be applicable to local government employees.

### **5.03 HOLIDAY ON SCHEDULED WORKDAY**

Overtime-eligible employees who are regularly scheduled to work on the observed holiday, to maintain essential services to the public, shall be paid time and a half for all hours worked on the holiday, in addition to the regular pay granted for the holiday, or shall be given compensatory time off, at the discretion of the Manager. An employee who is scheduled to work on the day observed as a holiday and reports sick, shall not be charged with PTO leave time for that day, but will be treated as though the employee was on paid holiday.

### **5.04 HOLIDAY ON LEAVE DAY**

When a holiday falls on any employee's regularly scheduled workday during the employee's PTO leave period, that day shall not be charged as a leave day. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday. Where employees are scheduled to work shifts and the holiday falls on their normal day off, they will be allowed an extra day's pay in lieu of the holiday.

### **5.05 UNSCHEDULED VILLAGE HOLIDAYS**

If the Village Council declares a particular day as a day of unscheduled holiday for Village employees, the following pay provisions will apply:

- A. Hourly employees who are required to work shall be paid time and a half for all hours worked in addition to their regular pay for the day.
- B. Employees who are already on scheduled PTO leave shall be treated as though they were on a paid holiday.
- C. Exempt level employees who are required to work on the unscheduled holiday shall be given an additional day off with pay to be used later.

## **SECTION 6 – PAID TIME OFF<sup>1</sup>**

### **6.01 PURPOSE**

All full-time Village employees are eligible for Paid Time Off (PTO). PTO is defined as the entitlement to pay for time away from work based on the eligibility and accrual schedule in Section 6.02. New or re-hired employees are not eligible to take PTO leave for the first three (3) months of service. Leave without pay may be granted at the Department Director's discretion.

### **6.02 ELIGIBILITY AND RATE OF ACCRUAL**

PTO leave is established for each employee based upon the following schedule for a 40-hour

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<sup>1</sup> Amendments to this section adopted on February 13, 2025, effectuate a combination and conversion of accrued annual leave and sick leave into PTO leave. Combination and conversion of such leave, and the commencement of the accrual of PTO leave, shall be effective retroactively to the beginning of the first pay period of February 2025.



work week:

YEARS OF SERVICE:	ACCRUAL PER PAY PERIOD:
Less than 5 years	6.25
5 – 10 years	7.8125
10 - 15 years	9.375
15 years and above	9.84375

PTO leave hours shall accrue each pay period on a pro-rata basis. An employee may carry over PTO leave hours from one year of service to the next year; however, an employee's total accumulation of PTO leave may not exceed four hundred (400) hours. After completing the first three (3) months of service, employees, are eligible to use their accrued PTO leave.

Employees shall be paid out all unused PTO leave credits upon retirement or resignation in good standing. Employees transferred into a new department and/or classification will retain their PTO leave credits.

Part-time employees (who work twenty (20) hours or more per week) accrue PTO leave on a pro-rata basis based on the number of hours worked in a given pay period, based on the schedule above.

### **6.03 COMPENSATORY LEAVE FOR SALARIED EMPLOYEES**

Salaried employees will have 40 hours per year of compensatory (comp) time available to them to be used at their discretion. Any balance remaining at the end of each calendar year will not carry forward into the next year. Any remaining balance when the employee retires or separates from employment will not be eligible for compensation.

### **6.04 CHARGING LEAVE**

All leave shall be charged at a minimum of fifteen (15) minute increments. Holidays that occur during the period selected by the employee for any leave shall be charged accordingly. For purposes of determining overtime payments, authorized leave hours shall not be counted as time worked.

To ensure compliance with the FLSA, an exempt employee must always receive pay in full-day increments. If leave is depleted, the salary of an exempt employee is to be adjusted only in full day increments as permitted by the FLSA.

### **6.05 REQUEST FOR LEAVE**

Request to use leave shall be made in advance, in accordance with department rules, and in writing, whenever possible to be approved by the Department Director.

### **6.06 USE**

Your leave accruals will be available for use, during the first pay period after completing the first three (3) months of service. PTO leave may be used only as accrued and when available in the

employee's leave bank or the employee will be charged leave without pay.

#### **6.07 PAYMENT FOR UNUSED PTO LEAVE**

Employees separating from Village employment shall receive any PTO leave credit accrued and unused as of the date of separation at their current rate of pay. For employees entering a Deferred Retirement Option Plan (DROP), if contributing PTO leave toward their DROP the hours may be taken as a lump sum payment upon entering DROP; at the completion of DROP and separation of employment; or in any combination thereof but shall not exceed the maximum allowable total of 400 hours being provided. DROP participants are eligible to use accrued PTO leave and will continue to accrue leave, for their remaining employment after entering DROP.

### **SECTION 7 - DONATION OF PTO TIME FOR EMPLOYEES**

#### **7.01 PURPOSE**

An employee may have an extended illness or due to unforeseen circumstances, has exhausted all available leave with pay. Those employees with significant time, can voluntarily donate their time to other employees at their discretion, but will maintain a leave balance of at least 250 hours after donation.

#### **7.02 DONATION OF PTO TO OTHER EMPLOYEES**

Employees will be allowed to voluntarily donate their PTO time, in no less than four-hour increments upon submittal of the appropriate form, to another employee when that employee has exhausted their PTO leave. Employees donating their PTO to another employee will maintain a PTO leave balance of no less than 250 hours.

### **SECTION 8 - OTHER LEAVES OF ABSENCE**

#### **8.01 PERSONAL LEAVE**

All full-time Village employees are eligible for sixteen (16) hours of personal leave per fiscal year upon completion of their probation. Unused personal leave accrued shall not roll over into the following year, nor will it be paid out upon retirement or resignation in good standing.

#### **8.02 BEREAVEMENT LEAVE**

Regular full-time employees may be granted, upon signed request, and on approval of the Department Director, up to three (3) working days off with pay in the event of a death in their immediate family or up to five (5) working days off with pay if the employee must travel greater than 200 miles one way or out of state. For purposes of this section, the employee's immediate family shall include the following for either the employee or their spouse: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents. The Village Manager may require satisfactory proof of death of the immediate family member before compensation is approved.

Eligibility for bereavement leave will be afforded to employees after three (3) months of service has been completed.

#### **8.03 COURT LEAVE**

Regular full-time employees attending court as witness pursuant to court subpoenas, Village business, or jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court. This time shall be charged as leave with pay.

Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, PTO leave or leave without pay may be granted. Employees on Village paid leave who attend court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court. Employees required to attend court as stated above, who are on scheduled PTO leave may be allowed to take additional leave with pay for that court time.

All court attendance must be verified before an employee is compensated. Monies received from court appearances shall be turned over to the Village except for travel pay and meal allowance.

#### **8.04 CONFERENCE LEAVE**

When deemed in the best interest of the Village, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's service to the Village. All such leave and travel expenses shall be recommended by the Department Director, subject to the approval of the Village Manager.

#### **8.05 MILITARY LEAVE**

Employees will be granted paid leave for active military service or duty in accordance with applicable law. As a condition precedent to receiving military leave, the employee must provide his/her supervisor with notice of at least one month in advance, and copies of orders to active duty, unless otherwise mandated by emergency military orders.

The Village will supplement pay pursuant to Florida State Military Compensation Law adopted by Florida Statute 115.09 per active-duty event.

#### **8.06 LEAVE WITHOUT PAY**

Subject to and in accordance with the requirements of federal and state laws, regular full-time and regular part-time employees may request a leave of absence for reasons of illness, injury, disability, family care, or valid personal reasons, not to exceed twelve (12) months. All requests for more than five (5) days leave must be made in writing on the form designed for this purpose and approved by the Department Director and the Village Manager.

All requests for leave of absence is an excused unpaid absence from work for an approved reason. Employees must have exhausted all accrued paid leave before use of leave without pay. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the pending return of the employee from leave. At the conclusion of the leave without pay, the employee must return to duty or be discharged. The decision to grant a leave without pay is a matter of administrative discretion. Except as specifically provided herein, it shall be the responsibility of each Department Director to weigh each case on its own merits and make appropriate recommendations to the Village Manager for final approval.



Employees arrested for crimes that consist of improper conduct or indecency, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers, reputation, or goodwill in the community may be placed on Leave Without Pay status based on the nature and gravity of the offense or conduct and the nature of the position held.

The following provisions apply to leave without pay status:

- A. An employee granted a leave of absence must keep the department informed every 30 days of his/her status. In addition, the employee must keep the department always advised of his/her current address. Failure to comply with these requirements shall result in the employee being dropped from the leave of absence status, in which case he/she must return to duty or be discharged.
- B. An employee on a leave of absence may not hold other employment. A violation of this requirement may result in disciplinary action, up to and including dismissal from employment.
- C. Any employee granted a leave of absence shall contact the Department Director at least two weeks prior to the expiration of the leave to facilitate the reinstatement process.
- D. Failure to return to work at the expiration of the leave shall be considered as a voluntary resignation.
- E. No PTO leave shall be earned by an employee for the time that the employee is on leave without pay.

An authorized leave without pay for less than one month shall not constitute a break in service. A leave without pay for more than one month shall not be credited toward annual or merit increases.

**Benefits During Leave Period** - Insurance coverage under the Village's group benefit plans may be available to an employee during a leave period. Questions regarding your benefits during a leave of absence should be directed to Human Resources. The employee will be responsible for paying for the employee's portion of the insurance premium based on what premium amount the employee was contributing at the time of leave beginning.

**Return to Employment** - At the end of a leave of absence of less than six months, an employee will be returned to his/her former position or one of comparable pay and status within the Village. However, re-employment may not be offered to a disabled employee if he/she is not then qualified to perform the essential functions of the employee's former position or one of comparable pay and status within the department, with or without reasonable accommodation. Such determination is made on a case-by-case basis considering all available medical information.

- A. The first 12 weeks of the leave of absence must be taken concurrently with any qualifying leave under the Family and Medical Leave Act.
- B. Any employee falsifying the reason for requesting a leave is automatically terminated from employment as of the date the leave commenced.

## **8.07 WORKERS' COMPENSATION LEAVE**

Payment of workers' compensation to all employees who are disabled because of an injury

arising out of and while performing their duties with the Village shall be governed by the Florida State Workers' Compensation Law.

An employee sustaining a lost-time injury with PTO leave credited to his/her account may request to apply PTO leave hours in order to obtain pay while absent from duty, due to an injury, as provided in items A through L below (in no case shall the amount of workers' compensation and the amount of PTO leave be more than the employee's base pay for that period).

- A. Full wages shall be paid for the day of the on-duty injury if disability results or for that part of the day is spent receiving medical treatment.
- B. If the injured employee cannot return to work on his/her next workday, the injury shall be considered a disability, with the disability starting immediately following the day of the injury, whether it is a weekday, weekend, or holiday. Disability shall be counted by calendar days.
- C. The statutory benefits of the Florida Workers' Compensation Law do not allow for compensation during the first seven days of disability. However, if the injury results in disability of more than 21 days, compensation shall be allowed from the commencement of the disability. Compensation for the disability will be made in accordance with state statutes.
- D. Any employee who has experienced a disability resulting from a compensable injury may request the use of accrued PTO leave which, together with the payment of workers' compensation monies, shall provide the employee with a salary equivalent to his/her normal schedule of hours at his/her straight time rate of pay. The amount of such accrued leave granted to an employee shall be based upon an employee receiving workers' compensation monies from the first day of disability. If the employee returns to work prior to reaching his/her 22nd day of disability, accrued leave may then be granted to the employee to allow the amount that would have been provided under the first seven days provision of the Workers' Compensation Law as explained in "C" above.
- E. If the length of the employee's disability does not allow compensation from the first day of disability under state statutes, accrued leave may then be granted to the employee for the uncompensated period not covered by workers' compensation.
- F. An employee on Workers' Compensation Leave shall report to their Manager within the first week of every month regarding his/her health status and prognosis for return to work.
- G. An employee on Workers' Compensation Leave shall make himself/herself available for all doctor's appointments. Such an employee shall follow the doctor's orders and/or directions and shall avoid any activity that may aggravate or exacerbate the illness or injury.
- H. An employee who obtains either part-time or full-time employment elsewhere while on a Workers' Compensation Leave may be discharged unless specific approval by the Village Manager is received in advance.
- I. An effort will be made to return the employee to the position and status held immediately prior to his/her leave of absence. If the employee's former position is filled, he/she may be transferred to a vacant position for which s/he qualifies, subject to the approval of the Department Director and the Village Manager. If no vacancy exists for which the employee qualifies, he/she will be laid off in

- accordance with the provisions specified in this Manual.
- J. Failure to return to work at the expiration of the leave will be considered as a resignation.
- K. Workers' Compensation Leave runs concurrently with the Family and Medical Leave Act, and other Village leave policies, as applicable.
- L. Filing a false or fraudulent workers' compensation claim is a violation of Village policy and the law, and will result in disciplinary action, up to and including dismissal.

**8.08 TEMPORARY RESTRICTED DUTY (TRD)**

TRD may be provided when a physician has determined that a classified employee can only perform restricted duties because of injury/illness. This would apply to both injuries on the job as well as non-work-related injuries and illnesses.

TRD is provided as a benefit to employees allowing them the opportunity to work within restrictions before returning to full duty. The following provisions apply for work-related injury/illness:

1. Employees who sustain a work-related injury or illness, that is found compensable by the Florida State Workers' Compensation Act and results in work restrictions, may be temporarily reassigned in accordance with the following steps:
  - i. The employee must provide medical certification regarding restrictions. The Village may require a second opinion.
  - ii. A review of the employee's current position regarding the restrictions as outlined in #1 above is conducted by the employee's supervisor.
2. If job restrictions are non-attainable with the employee's current position, an assignment will be considered:
  - i. within the employee's division
  - ii. within the employee's department
  - iii. within another department
3. If TRD assignments are not possible, the employee shall be eligible to receive Workers' Compensation Benefits in accordance with Florida Statutes Chapter 440 until TRD becomes available or the employee is released to full duty by an authorized provider, whichever is first.
4. TRD may be provided for non-work-related injuries/illness, if available. Work-related injuries/illnesses resulting in TRD will have priority. Employees who are approved for non-work-related restrictive duty shall follow the requirements below:
  - i. The employee must provide medical certification regarding restrictions. The Village may require a second opinion.
  - ii. A review of the employee's current position regarding the restrictions as outlined in #1 above is conducted by the employee's supervisor.
  - iii. If job restrictions are non-attainable with the employee's current position assignment will be considered:
    - a. within the employee's division
    - b. within the employee's department
    - c. within another department



TRD for non-work-related incidents is optional and is not intended to replace PTO leave, or family medical leave.

**Rules and Restrictions:**

1. TRD is available on a case-by-case basis as determined by the Department Director in conjunction with the Village Manager.
2. The Village is unable to guarantee a requested TRD or a fixed number of days on TRD.
3. TRD is limited to a total of eight weeks per calendar year commencing at the start of restricted duty.
4. The Village will hold the affected employee's regular job open in accordance with applicable law.
5. The rate of pay will remain the same for TRD regarding a non-work-related injury and/or illness.

**8.09 VOTING LEAVE**

During a primary or general election, an employee who is registered to vote whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two hours before or two hours after the regularly scheduled work period, it shall be considered sufficient time for voting.

**8.10 FAMILY & MEDICAL LEAVE**

The Family and Medical Leave Act (FMLA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

**Employee Eligibility**

To be eligible for FMLA leave, you must:

- Have worked at least 12 months for the Village in the preceding seven years (limited exceptions apply to the seven-year requirement); and
- Have worked at least 1,250 hours for the Village over the preceding 12 months.

**Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

- Birth of a child or to care for a newborn child (up to 12 weeks);
- Placement of a child with the employee for adoption or foster care (up to 12 weeks);
- To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
- Because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
- To care for a covered service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more

details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a covered service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

- A. A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.
- B. A “covered service member” is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on temporary disability or retired list, for a serious injury or illness or a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy. The term “serious injury or illness” in the case of a member of the Armed Forces, means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. Regarding Veterans, the injury or illness may manifest itself before or after the individual assumed Veteran status.
- C. “Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

### **Identifying the 12-Month Period**

The Village measures the 12-month period in which leave is taken by the “rolling” 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered service member, the Village calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

## **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military-qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly born child, or the placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Village's operations.

## **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the Village may require you) to use accrued paid leave (such as PTO leave), concurrently with some or all of your FMLA leave. To substitute paid leave for FMLA leave, an eligible employee must comply with the Village's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice, etc.).

## **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Village will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must decide to pay your share of health plan premiums while on leave. In some instances, the Village may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

## **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

- A. Sufficient information for the Village to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions; a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Village if the requested leave is for a reason for which FMLA leave was previously taken or certified. If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Village's normal call-in procedures, absent unusual circumstances.
- B. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Village's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so the Village may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination of employment. Second or



third medical opinions and periodic re-certifications may also be required.

- C. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- D. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Village will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination of employment.

### **Village Responsibilities**

To the extent required by law, the Village will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the Village will provide them with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Village will provide a reason for the ineligibility. The Village will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the Village determines that the leave is not FMLA-protected, the Village will notify the employee.

### **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return after FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Village's standard leave of absence and attendance policies. This may result in termination of employment if you have no other Village-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Village's obligation to maintain your group health plan benefits ends (subject to any applicable Consolidated Omnibus Budget Reconciliation Act (COBRA) rights).

### **Other Employment**

The Village generally discourages employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including termination of employment.

### **Village's Compliance with FMLA and Employee's Enforcement Rights**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Village encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

### **Limited Nature of this Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Village reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **Military Related FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

#### **Definitions**

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability or retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member, in the line of duty while on active duty in the Armed Forces, or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has

received a VA Service Related Disability Rating (VASRD) of fifty (50) percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. "Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 work weeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for every covered servicemember, and/or for each serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA



leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs the measurement of other forms of FMLA leave within the FMLA policy (except for Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (except for Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active-duty status or to attend certain family support or assistance programs and informational briefings.
2. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent, when necessary, as a result of duty under a call or order to active duty.
6. **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active-duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that the Village and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active-duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Village reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **8.11 DOMESTIC VIOLENCE LEAVE**

Eligible employees may take up to three days of unpaid, job-protected leave in any 12-month period for specified domestic violence situations.

#### **A. Employee Eligibility**

To be eligible for domestic violence leave, you must have worked for the Village for at least three months.

B. Conditions Triggering Leave

Domestic violence leave can involve one or more of the following reasons:

- A. Seeking an injunction for protection against domestic violence, or an injunction for protection in cases of repeat violence, dating, or sexual violence;
- B. Obtaining mental health counseling or medical care for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- C. Obtaining services from a victim-services organization, including but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- D. Making the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- E. Seeking legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Notice and Certification

When seeking domestic violence leave, you must provide:

- A. Advance notice of the need for leave except where you or a family member is in imminent danger such that notice is not possible.
- B. Documentation, if the Village requests, establishing the need for domestic violence leave.

Usage of Other Village Leave Available to Employee

Any available PTO leave or other paid time off must be exhausted before domestic violence leave can be utilized.

No Retaliation

Employees who make a bona fide request for leave pursuant to this policy will not be unlawfully retaliated against for exercising his or her rights under this policy. However, employees remain subject to the Village's other policies and procedures.

## **SECTION 9 – RECORDS AND REPORTS**

### **9.01 RESPONSIBILITY**

The Village Manager is responsible for establishing and maintaining comprehensive personnel records for all employees, pursuant to Florida law.

### **9.02 RECORDS**

There shall be one official personnel file for each employee and maintained by Human Resources. Said file shall include the personnel records of employees and all official forms. All personnel records of employees shall be considered the property of the Village. The Village Manager shall make all decisions relating to the use, maintenance, disposition of such records and material, and as to whether any information contained therein is exempt from disclosure



pursuant to Florida and Federal law. The Village will try to notify the employee if a request is made to review their personnel file.

Employees should be aware of the importance of keeping their personnel records current. This means immediately notifying Human Resources of any changes such as change of address (even if temporary), change of telephone number, driver's license status, change of beneficiary, number of dependents, divorce, marriage, or any change of provided information (not previously reported). This is the responsibility of the employee and failure to comply may result in employee discipline, delays in receiving employee benefits, or even loss of such benefits.

Human Resources should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to become a permanent addition to the employee's personnel file.

### **9.03 RECORDS RETENTION AND DISPOSITION**

The Village Manager shall determine the time limit that any personnel records shall be kept on file and the final disposition of such records, in accordance with applicable laws, as to record retention.

## **SECTION 10 – SAFETY**

### **10.01 ACCIDENT PREVENTION**

The development of safe working conditions, practices, habits, and thinking are the objectives of the Village Safety Program. Reaching those objectives shall result in benefits to all employees and to the Village. Accidents, injuries, disabilities, damage, lost time and pay, claims and medical expenses are all problems, which can be improved by the efforts of all employees. Safety equipment will be provided to employees with the anticipation of being utilized to prevent accidents.

### **10.2 ACCIDENT REPORTING**

All employees are responsible for immediately reporting to their supervisor all injuries and accidents, no matter how minor, that occur on the job.

Accident reports must be submitted by the injured employee's supervisor within 24 hours after the date of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within 24 hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and first aid injuries, as well as to injuries resulting from vehicular accidents involving Village vehicles. In the latter case, a vehicular accident report shall be submitted; if an employee is injured, a report of injury of the employee shall also be required.

In the case of all vehicular accidents, the appropriate law enforcement agency and the employee's supervisor should be notified immediately, with proper notification to Risk Management within Human Resources.

In case of serious injury or fatality, the appropriate law enforcement agency shall be notified immediately with proper notification to Human Resources and the Village Manager.

### **10.03 WORKERS' COMPENSATION POLICY**

Payment of workers' compensation wage benefits to employees who are disabled because of an injury arising out of and while performing their duties with the Village shall be governed by the Florida Statutes § 440.35, Workers' Compensation Law.

### **10.04 SAFETY EQUIPMENT**

Village-provided equipment must be used. Failure to utilize the provided equipment shall be cause for disciplinary action.

### **10.05 WORKPLACE VIOLENCE**

Respect for our co-workers demands that the Village not tolerate violence or the threat of violence in any of the Village's work locations. It is the goal of the Village to rid worksites of violent behavior or the threat of such behavior.

It is the shared obligation of all employees, law enforcement agencies, and employee organizations to individually and jointly act to prevent or defuse actual or implied violent behavior at work.

Violence or the threat of violence by or against any employee of the Village or other person is unacceptable and contrary to Village policy and will subject the perpetrator to serious disciplinary action and possible criminal charges. This includes discussions of the use of dangerous weapons, even in a joking manner. Any employee who is subjected to or threatened with violence or is aware of another individual who has been subjected to or threatened with violence is to report this information to his or her supervisor or manager immediately. The Village will work with law enforcement to aid in the prosecution of anyone outside of the organization who commits violent acts against employees.

Possession, use, or threat of use of a weapon of any kind, including without limitation all firearms, handguns, hunting arms, sport firearms (whether loaded or unloaded and/or registered or unregistered), knives, hunting knives, or any other obvious item that is designed to be a weapon, is not permitted on Village premises, or in a Village vehicle, unless such possession or use of a weapon is a necessary and approved requirement of the job, or except as explicitly authorized by law.

All threats should be taken seriously. Employees must report all threats to his/her Department Director so that appropriate action can be taken. Department Directors are required to report all threats to Human Resources. All reports of threats will be thoroughly investigated.

No employee acting in good faith, who reports real or implied violent behavior will be subject to retaliation or harassment based upon his or her report.

### **10.06 SMOKE-FREE WORKPLACE**

The Village provides a comfortable, productive, and healthy work environment for its employees. As a further step to ensure conformity to Florida's Indoor Air Act, all Village owned/leased buildings and vehicles are entirely smoke-free. Smoking is strictly prohibited in all areas including hallways, 50 feet from any entryway, restrooms, private offices, open workspaces, waiting/reception rooms, conference/meeting rooms, elevators, lobby, lunch rooms, and all community areas. This policy specifically extends to electronic cigarettes ("e-

cigarettes”) or any other personal vaporizing devices.

#### **10.07 FRAGRANCE-CONTROLLED WORKPLACE**

Recognizing that employees and visitors to our offices may have sensitivity and/or allergic reactions to various fragrant products, the Village is a fragrance-controlled workplace. Personal fragrant products (fragrances, colognes, after-shave, lotions, powders, and other similar products) that are strong enough to be perceived by others are not to be worn by employees in the workplace, while on Village business, or in Village vehicles. Other fragrant products (scented candles, potpourri, and other similar items) are also not permitted in the workplace.

Any employee with a concern about scents or odors is to contact his or her supervisor or Human Resources.

### **SECTION 11 - SEPARATIONS**

#### **11.01 TYPES OF SEPARATIONS**

Separations from employment with the Village are designated as one of the following types. Applicable Human Resource documents shall show the reason for the separation, and the last day and hour worked. The effective date of separation shall be determined by the employee and the Department Director.

1. Resignation
2. Retirement
3. Disability
4. Death
5. Reduction in force
6. Dismissal

#### **11.02 RESIGNATION**

Resignation is defined as an action whereby an employee voluntarily leaves the Village employ with or without giving notice.

An employee wishing to leave the Village in good standing shall file a written resignation, stating the date and reasons for leaving. Such notice must be given two weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the Village. Unauthorized absences from work for a period of three consecutive days or more constitute the abandonment of a position and shall be considered a resignation.

#### **11.03 RETIREMENT**

Retirement is defined as a voluntary or involuntary procedure whereby an employee separates from the Village for reasons of length of service or disability.

Retirement regulations and benefits shall conform to the provisions of the Florida Retirement System currently in effect. Elected Officials are eligible to participate when they elect to receive retirement benefits as defined within the guidelines for FRS either an investment plan or defined benefit plan. The requirements are established by the State and reflected in Florida Statutes.

Employees who participate in the Florida Retirement System’s Deferred Retirement Option



Program (DROP) may elect to receive a lump-sum payment for accrued PTO leave earned in accordance with the provisions of Chapter 121, Florida Statutes. DROP participants are encouraged to seek professional tax and/or legal advice regarding lump sum distributions. The lump sum payment for accrued leave will be made at the employee's current rate of pay up to the maximum allowable leave payout per current leave policy. Accrued leave under this provision is recognized as PTO leave. The lump sum payment may be taken upon entering DROP; at the completion of DROP and separation of employment; or in any combination thereof but shall not exceed the maximum allowable total per the current leave policy. In addition, DROP participants are eligible to use accrued PTO leave and may also choose to be compensated annually for PTO leave in accordance with Human Resources policy.

#### **11.04 RETIREMENT DROP SEPARATION**

Employees who elect to participate in the DROP may elect to receive a lump-sum payment for accrued PTO leave earned in accordance with the provisions of Chapter 121, Florida Statutes. Accrued leave under this provision is recognized as PTO leave. DROP participants are encouraged to seek professional tax and/or legal advice regarding lump sum distributions.

The lump sum payment will be made at the employee's current rate of pay up to a maximum of the latest leave policy hours as follows:

- A. Lump-sum payments up to the maximum latest leave policy hours may be taken upon entering DROP; or
- B. Lump-sum payments up to the maximum latest leave policy hours may be taken at the completion of DROP; or
- C. Lump-sum payments up to the maximum latest leave policy hours may be taken at the separation of employment; or
- D. Lump-sum payments may be taken in any combination of the above, but in no case shall exceed a total of the maximum latest leave policy hours combined.

DROP participants are eligible to use accrued leave and may also choose to be compensated for PTO leave in accordance with Human Resources policy, Section 6.07.

#### **11.05 DISABILITY**

An employee may be separated from employment if unable to perform the essential functions of his/her position with or without reasonable accommodation.

#### **11.06 DEATH**

When an active employee is terminated due to death, the date of termination (date of separation) will be the date reflected on the death certificate. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed forms in the employee's personnel file.

#### **11.07 REDUCTION IN FORCE**

When it becomes necessary to reduce the number of employees within a department because of lack of funds, shortage of work, the abolishment of a position, reorganization, or other causes that do not reflect discredit on the service of the employees, the following steps will be considered:

- A. First, consideration will be given to the Village budget and required staffing levels

- to meet the Village's needs.
- B. Once positions have been identified for reduction, employees within a position shall be separated from employment using the following criteria:
  - C. Individual performance (past and current performance, including any disciplinary issues)
  - D. Required skills and qualifications to meet future needs.

Employees who have been laid off may apply for future job openings.

### **11.08 EXIT INTERVIEWS**

Upon the Village's request, an employee shall complete an exit interview upon leaving Village employment. Such interviews allow the Village to understand the employee's reasons for leaving and to resolve any questions regarding compensation, insurance continuation, return of Village property, or other related matters.

### **11.09 RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS**

At the time of separation and prior to receiving final monies due, all records, books, assets, uniforms, keys, tools, and other items of Village property in the employee's custody shall be returned to the department. Certification of such return shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final paycheck due or collected through appropriate action.

Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of Village property, or other financial obligations which are due the Village shall be deducted from the employee's final paycheck and/or termination leave pay. This rule shall be excepted only when other appropriate arrangements have been made and approved in writing by the Village Manager.

## **SECTION 12 – STANDARDS OF CONDUCT**

### **12.01 ETHICS AND STANDARDS OF CONDUCT**

To avoid misunderstandings and conflicts of interest that could arise, all employees are bound by the standards set forth in Florida Statutes Chapter 112, Code of Ethics for Public Officers and Employees.

The values of any organization are reflected in the quality of the decisions made by the officers and employees. A primary objective of the Village is to establish and administer a system of personnel management consistent with the goal of providing superior service to the community by employing and retaining individuals of the highest qualifications and character whose actions and decisions amplify the ethical values held by the Village Council and those that adhere to the highest standard of professional and ethical conduct.

The ethical obligations of public service employees go beyond mere legal obligations and demand from each employee a greater sensitivity to the potential ramifications of his/her

conduct, as well as to the public's perception of such conduct. These Standards of Conduct are intended to provide direction to employees as they undertake public service. Article II, Section 8 of the Florida Constitution states, "a public office (or position) is a public trust." As stewards of the public trust, all Village employees must use the powers and resources of the Village entrusted to them by the public to further the public interest and not for any personal gain or benefit.

In addition to adhering to the highest ethical standards, all employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

It is the policy of the Village Council to expect from employees compliance with all Village Program Rules and Regulations as stated herein, State Statutes, and federal regulations in the performance of duties, as well as compliance with all safety rules and standards. An employee who violates any of the Standards of Conduct shall be subject to disciplinary action.

The Village retains certain rights in accordance with applicable laws, regulations, and provisions of the Village Program, including but not limited to the following:

- A. To determine the organization of the Village government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operation.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees and to determine the number of personnel to be employed.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule, and retain employees.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for cause.
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds, or other legitimate reasons.
- I. To determine the location, methods, means, and personnel by which operations are to be conducted including the right to contract and subcontract existing and future work.
- J. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department, division, or project.
- K. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

## **12.02 CONFLICT OF INTEREST**

Employees who may be able to influence the actions and decisions of the Village shall refrain from relationships that may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services.

An outside personal economic relationship, such as those described below, which affords or appears to afford present or future financial benefits to an employee, his/her family, or individuals with whom he/she has business or financial ties may be considered a conflict of



interest requiring evaluation by the Village Manager.

- A. The employee is engaged in a private business or financial relationship which may secure advantage of goods, services, or influence due to the position of the employee with the Village.
- B. The employee designates sources for procurement or procures parts, materials, services, supplies, and facilities by purchase or lease, or sells or leases to the Village in his/her name or the name of others.
- C. The employee acts as director, officer, agent, sole proprietor, partner, stockholder (if owning more than ten (10) percent of securities outstanding), employee, paid consultant, or advisor to a supplier.

Any such transaction or relationship that would present an actual or potential conflict of interest for an employee also would likely present a conflict if related to a member of such person's family, including without limitation, spouse, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister.

An employee having an outside personal economic relationship under the conditions specified above shall record a sworn statement to this effect with the Village Manager.

If the employee is in doubt as to whether a conflict of interest or ethical question exists, it is the employee's responsibility to seek clarification. The Village Manager shall determine whether a relationship could cause a potential conflict of interest or an ethical issue.

Employee acceptance of loans, advances, gifts, gratuities, subsidies, favors, or entertainment from a supplier, bidder, or other party doing business with the Village, is improper and may violate state law. Such actions shall not be condoned.

All employees must adhere to the following Village Officer and Employee Gift Policy:

- A. Village policy provides that officers and employees shall not solicit or accept any gift, gratuity, favor, entertainment, loan, or any other items of monetary value from any organization, business firm, or person who has or is seeking to obtain business from Village Government or whose interests may be affected by the employee's performance or non-performance of official duties.
- B. Employees shall not accept personal gifts. Unsolicited gifts shall be reported through the Department Director to the Village Manager and shall be returned to the sender with a polite explanation of why the gift is being returned. In the event, that a personal gift is left anonymously or for some reason it cannot be returned, then it should be turned into the Village Manager for disposal. Gifts of alcoholic beverages are not to be accepted. If the gift is of a nature that it can be shared by other members of the department and it is obviously of nominal value (e.g. a tray of cookies) then it may be accepted, however, such gift-giving is not to be encouraged.

Examples of gifts that may not be accepted by an employee, or a family member given on behalf of the employee include the following:

- A. Real property.
- B. The use of real property.

- C. Tangible or intangible personal property.
- D. The use of tangible or intangible personal property.
- E. A preferential rate or terms on a debt, loan, goods, or services which rate is below the customary rate and is not either a government rate available to all similarly situated government employees or officials or a rate which is available to similarly situated members of the public.
- F. Forgiveness of an indebtedness.
- G. Transportation, lodging, or parking.
- H. Food or beverage.
- I. Membership dues.
- J. Entrance fees, admission fees, or tickets to events, performances, or facilities.
- K. Plants, flowers, or floral arrangements except in cases of illness or bereavement.
- L. Services provided by persons pursuant to a professional license or certificate.
- M. Other personal services for which a fee is normally charged by the person providing the services.
- N. Any other similar service or thing having an attributable value not already provided for in this section.

It is improper for any officer or employee to use his/her position with the Village to obtain or attempt to obtain any special preferences, privileges, or exemptions for him/her or for others.

No officer or employee shall disclose confidential information gained by reason of his/her official position, nor shall the employee use such information for personal gain or benefit. Employees shall not discuss matters in litigation without prior notice to and approval by the Village Manager and Village Attorney.

### **12.03 POLITICAL ACTIVITY**

Employees may engage in the following political activities without fear of retribution: (None of these activities are to be accomplished while an employee is on duty. Violation shall be grounds for disciplinary action.)

- A. Register and vote as they choose.
- B. Assist in voter registration drives.
- C. Contribute money to a political organization or attend political fund-raising functions.
- D. Attend political rallies and meetings.
- E. Join a political club or party.
- F. Sign nominating petitions.
- G. Campaign for or against referendum questions, constitutional amendments, etc.

If an employee becomes a candidate for an elective public office, he/she must comply with the provisions of Florida Statute § 99.012 regarding the necessity to resign or take a leave of absence without pay. Such determination shall be made by the appointing authority.

Employees may not:

- A. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing, or influencing another person's vote, or affecting the

- result thereof.
- B. Directly or indirectly coerce, attempt to coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a party or candidate.
  - C. Interfere in any other way with the personal right of any officer or employee.

#### **12.04 EMPLOYMENT OF FAMILY MEMBERS**

Family members of a Village employee are not permitted to work in a position that involves a direct or indirect reporting relationship, as this could create a conflict of interest. Additionally, Village employees are prohibited from appointing, employing, promoting, advancing, or advocating for the appointment, employment, promotion, or advancement of a relative.

Family members are defined as parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents of the employee or spouse.

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit (such as work assignments, performance reviews, job classifications, hiring, or discipline) to a domestic partner or a romantic partner.

#### **12.05 PERSONAL ROMANTIC RELATIONSHIPS**

The Village desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial or certain other employees in the Village.

Employees may be prohibited from becoming romantically involved with other employees when, in the opinion of the Village, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

Employees shall immediately and fully disclose the relevant circumstances to the Village Manager so that a determination can be made as to whether the relationship violates this policy. If a violation is found, the Village may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose facts may lead to disciplinary action, up to and including dismissal of both employees.

All employees should also remember that the Village maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Village will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

#### **12.06 OUTSIDE EMPLOYMENT**

Employees are discouraged but not prohibited from engaging in other employment during their off-duty hours. However, Village employment shall be considered the primary employment, and no employee may engage in outside employment which would interfere with the interest of the Village, or without prior approval from the Village Manager.

Outside employment may not be approved unless the following criteria are met:



- A. A Conflict-of-Interest form is on file with Human Resources.
- B. Such employment shall not interfere with the efficient performance of the employee's duties.
- C. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
- D. Such employment shall not involve the performance of duties that the employee should perform as part of his or her employment with the Village.
- E. Such employment shall not occur during the employee's regular or assigned working hours.
- F. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from his/her outside duties if and when called for emergency service by the Village.

The Village retains the right to revoke its permission to engage in outside employment whenever an employee ceases to perform his/her duties in a manner that meets the standards of the position.

Any employee who obtains full-time or part-time employment elsewhere while on authorized leave of absence without pay is subject to termination of his or her position with the Village unless the employee obtains prior approval from the Village Manager.

## **12.07 RELEASE OF INFORMATION**

Employees shall always be courteous, friendly, and helpful to those members of the public who seek information.

Employees are cautioned that information concerning subjects under discussion or consideration often changes in content and meaning before becoming an accomplished fact. Any release of such information before final decisions or disposition of the matter often causes misunderstandings and confusion resulting in a waste of time and money. This is not intended to discourage or delay the release of information when requested pursuant to the Public Records Act.

Unless the release of information is a normal part of their duties, employees should promptly direct inquiries for information to the Department Director or Village Manager. It is not the intent of the Village to be secretive or to withhold valid information but to assure that all information required to be released is provided.

From time to time any employee, especially those in supervisory and managerial positions, may be requested or subpoenaed to make a statement to an attorney or law firm regarding Village business. Should an employee receive either a request or a subpoena, the matter shall be discussed immediately with the Department Director as part of Village business, who shall in turn notify the Village Manager and the Village Attorney.

These provisions shall not be interpreted in any manner that would conflict with Florida's Public Records Law or the Government in the Sunshine Laws.

## **12.08 MEDIA RELATIONS**

It is the policy of the Village to provide the general public and the media with complete, accurate, and timely information about Village programs, services, projects, events, etc. Unless the release of information to the media is a normal part of an employee's job duties, media inquiries should be promptly directed to the Village Manager, who has the authority to make statements to traditional and online media on behalf of the Village.

## **12.09 SOLICITATION AND DISTRIBUTION**

Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

Employees of the Village are prohibited from engaging in selling merchandise or soliciting while the employee is on working time or the employee to be solicited is on working time. Work time does not include authorized break periods, mealtimes, or before or after work.

Employees are prohibited from distributing literature or other materials of any kind during working hours or in any area where Village work is performed at all times.

E-mail, facsimile machines, voice mail, and any other Village-provided communication method may not be used to advertise or solicit employees for non-work related or non-official Village events. This policy does not apply to communication from the Village regarding work-related or official Village events.

Non-employees are prohibited from soliciting or from distributing literature or other materials of any kind in any area on any part of Village property that is not open to the general public.

### **Bulletin Boards**

The Village's bulletin boards are maintained as an important source of information. As such, they are to be used solely to post information approved by the Village Manager or designee regarding Village policies, governmental regulations, and other matters of concern to all employees and related to the employee's employment by the Village, and only persons designated by the Village Manager may place notices on or remove materials from the bulletin board(s). Please develop a habit of checking the bulletin boards daily so that you will be familiar with the information posted there.

## **12.10 USE OF VILLAGE PROPERTY**

Employees shall not use Village property, equipment, or vehicles except in the performance of official duty, nor shall they permit its use by an unauthorized person, either on or off duty except in the case of official Village business and authorized by the Village Manager or his/her designee.

Personal use of Village vehicles is expressly prohibited.

## **12.11 COMMUNICATION, COMPUTER SYSTEMS SECURITY AND USAGE**

### **Policy Overview**

This Communication and Computer Systems Security and Usage Policy contains guidelines for the use, access, monitoring, and disclosure of communications created, sent, received, viewed, shared, used, transmitted, or stored (collectively referred to as "used") by employees using any type of Village-provided system or electronic device or equipment and employee-provided systems or electronic device or equipment used either in the workplace or during working time.

“Workplace” includes any system or remote access to any system or data originating in or maintained by the Village. “Electronic Devices” includes, among other things, telephone, mail, e-mail, voice mail, desk and laptop computers, pagers, mobile phones, camera phones, video cameras, electronic game devices, faxes or facsimiles, Internet, and intranet. (In the remainder of this policy, all of these communication devices are collectively referred to as “systems.”) “Text Messaging or Texting” is the act of composing and sending electronic messages between two or more cellular or mobile devices over a shared network. The term originally referred to messages sent using the Short Message Service (SMS), but has grown to include multimedia messages containing images, videos, and sound content as well as ideograms known as emoji.

**State of Florida Records Retention Schedule Item #146, Transitory Message(s) (as may be amended from time to time):** This record series consists of records that are created primarily to communicate information of short-term value. “Transitory” refers to short-term value based upon the content and purpose of the message, not the format or technology used to transmit the message. Transitory messages are not intended to formalize or perpetuate knowledge and do not set policy, establish guidelines or procedures certify a transaction, or become a receipt. **RETENTION:** Retain until obsolete, superseded, or administrative value is lost.

### **Confidentiality and Acceptable Systems Usage**

The Village systems are intended for Village business only. Use of Village systems for accessing or acquiring information and materials inappropriate to a Village environment is against Village policy and is prohibited. Employees are strictly prohibited from accessing, reading, and copying communications not directed to them without prior authorization.

All systems messages are Village records. The contents of our systems may be disclosed to the Village without your permission. Therefore, you should not assume that messages and communications are confidential.

### **Village Right to Access Information**

The Village’s computer, telephone, and communication hardware and software systems have been installed and are used to facilitate Village communications. Although each employee has an individual password to access these systems, they belong to the Village and the contents of all communications are accessible by the Village for any business purpose. The Village reserves the right to monitor, and will periodically monitor, its systems to ensure compliance with this policy. Employees are strictly prohibited from placing personal passwords on any Village system for the purpose of preventing such monitoring. Employees should not consider any materials transmitted or stored in Village systems to be private.

### **Personal Use of the Village’s Communication and Computer Systems**

**General Usage** - Because personal communications can be accessed without prior notice, employees should not use Village systems to transmit any messages, or to access any information, which you would not want a third party to see. Although incidental and occasional personal use of our systems is permitted, any such personal use will be treated the same as all other communications under this policy. However, employees are always strictly prohibited from downloading information from the Internet for personal use.

**Telephone Usage** - The telephone systems (including voice mail) at the Village are the property



of the Village and are provided for business or Village purposes. The Village may periodically monitor the usage of the telephone systems to ensure compliance with this Policy. Therefore, employees should not consider their conversations on the Village's telephone systems to be private.

Personal Mail - All mail that is delivered to the Village is presumed to be related to Village business. Mail sent to you at the Village may be opened by the office personnel and routed to your department.

Village postage and letterhead may not be used for personal correspondence.

### **Forbidden Use and Content of Communications**

You may not use Village systems in any way that may be seen as insulting, disruptive, offensive, or harmful to morale. Examples of prohibited, non-business purposes include, but are not limited to, use of the Village's systems:

- A. To convey insensitive, improper, derogatory, insulting, threatening, or harassing language or remarks, or sexually explicit messages, cartoons, jokes, or other potentially offensive material;
- B. To send propositions, love letters, or any other message that could be construed to be harassment or disparagement of others in violation of our Policy Against Harassment;
- C. To attempt to break into any computer, whether internal or external to the Village, to copy or steal electronic files without permission or to knowingly cause or aid the spread of computer viruses;
- D. To write resumes, junk mail, mass-mailings, or other documents unrelated to Village business or to create and/or forward "chain letters;"
- E. For the unauthorized advertisement of services;
- F. To run computer games or other personal software during working hours;
- G. As a forum for gossip or for personal gain.
- H. For any illegal purpose.

### **E-mail**

E-mail, short for electronic mail, is any of the various systems that transmit some form of electronic representation of a page or message from one location to another. It should be clear that electronic mail cannot be used to harass or threaten others. The Village reserves the right to randomly check e-mail. E-mail messages must not include personal attacks and should follow the normal rules of appropriate public language. They should not contain any language or content, which the author would not be willing to share from the podium at a Village Council meeting. Employees should be made aware that deleted e-mails can be undeleted.

### **Text Messaging**

Conducting public or official business via text message, text messaging services, or other text messaging web applications is strongly discouraged, regardless of whether a Village-owned device or personal device is used. If a user conducts public or official business via text message, the user shall be responsible for ensuring that the text message(s) is/are properly archived for retention purposes. For purposes of this section, "properly archived" shall mean forwarding a copy of said text message(s) to the user's Village's email account. Copies of any **existing** business-related text message(s) shall be forwarded to your Village email account for archival

purposes. Test messaging may be used for the limited purpose of exchanging “transitory” messages, as defined by the State of Florida Records Retention Schedule Item #146 Transitory Messages and may be deleted.

### **Password and Encryption Key Security and Integrity**

All system passwords and encryption keys must always be available to the Village. Additionally, employees may not use passwords that are unknown to your manager, nor may employees install encryption programs without first receiving permission and turning over encryption keys their manager. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees to gain access to other employees’ messages. Passwords are private and should be treated as such. Employees are responsible for all activity occurring on the Village’s systems under their password.

### **Software, Personal Disks, and Networking**

Computer software, whether purchased, developed, or modified by the Village, may not be downloaded, copied, reproduced, altered, deleted, or appropriated by employees without prior Village authorization. Any such computer software is the property of the Village and may not be copied or appropriated by employees for personal use during employment with the Village or upon separation. Employees should be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights; copyright infringement is punishable by fines and/or imprisonment.

The Village does not condone the use of “bootleg” or “pirate” software on its computer system. The use of such software is grounds for discipline, up to and including immediate termination of employment. Any employee who becomes aware of the presence of any “bootleg” or “pirate” software on the Village’s computer system should notify management immediately.

The use of personal storage devices or software in the Village’s computer system without prior authorization is strictly prohibited. Employees are further prohibited from accessing the Village’s systems from remote locations via modem and from connecting Village systems to outside systems via modem without prior authorization.

### **Penalties for Violation of the Village’s Communication and Computer Systems Security and Usage Policy**

**VIOLATIONS OF ANY ASPECT OF THE VILLAGE’S COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE POLICY MAY RESULT IN DISCIPLINE, UP TO AND INCLUDING DISCHARGE.** The Village will also seek civil damages against any employee who appropriates or copies the Village’s property as described in this Policy.

## **12.12 SOCIAL MEDIA**

Social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established the following guidelines for appropriate use of social media.

In a rapidly expanding world of electronic communications “social media” can mean many things. “Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Village, as well as any other form of electronic communication.

The same principles and guidelines found in the Village’s policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow co-workers or otherwise adversely affects members of the public, vendors, suppliers, people who work on behalf of the Village or its legitimate business interests may result in disciplinary action up to and including immediate termination.

Carefully read these guidelines and the Equal Employment Opportunity Program, Policy Against Harassment and other conduct policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including immediate termination.

Always be professional with fellow co-workers, members of the public, vendors, suppliers or third parties who work on behalf of the Village. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing an Open-Door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, vulgar, obscene, and threatening or intimidating, that defame or slander members of the public, co-workers, vendors, or suppliers, or that might constitute unlawful harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally defame someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state or local law or Village policy.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate, nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false.

Maintain the confidentiality of the Village’s proprietary or confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Express only *your* personal opinions. Never represent yourself as a spokesperson for the Village.



You must refrain from using social media while on working time or while using equipment we provide, unless it is work-related as authorized by your supervisor.

Do not use any of the Village's email addresses to register on social networks, blogs or other online tools utilized for personal use.

Employees are encouraged to report violations of this policy. The Village prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another co-worker for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate termination.

Employees should not speak to the media on the Village's behalf unless release of information to the media is a normal part of an employee's job duties. Media inquiries should be promptly directed to the Village Manager, who has the authority to make statements to traditional and online media on behalf of the Village.

The Village maintains a separate Social Media Usage Policy for Village Business. Employees are required to adhere to the Village's Social Media Usage Policy for Village Business. If you have questions or need further guidance, please contact Human Resources

### **12.13 CELL PHONES, PERSONAL DIGITAL ASSISTANT AND OTHER HANDHELD ELECTRONIC DEVICES**

Other than as used in connection with an employee's job duties, excessive use, as determined by the Village, of cell phones, personal computers, personal digital assistants, and other handheld devices is prohibited. Other than as used in connection with an employee's job duties, employees are encouraged to use such devices during meals or authorized break times. In the remainder of this policy, these devices are collectively referred to as "handheld devices." Excessive use of "personal" handheld devices during the workday can interfere with employee productivity and be distracting to others.

Employees are asked to ensure that friends and family members are aware of the Village's policy. Flexibility will be provided in circumstances demanding immediate attention. The Village will not be liable for the loss of handheld devices brought into the workplace.

The Village prohibits unauthorized photography, audio or video recording of its employees, confidential documents, or its customers. Employees may not use handheld devices in a manner that violates our Policy Against Harassment Policy, Equal Employment Opportunity Policy, or other Village policy. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

Employees are expected to refrain from using their handheld devices while driving in connection with their job duties. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull over to the side of the road and safely stop the vehicle or motorcycle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Under no circumstances may an employee while driving use any

electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, or email messages.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

#### **12.14 FACSIMILE, SCANNER, AND COPY MACHINES**

The facsimile, scanning, and copy machines are for legitimate business purposes only and should not be used for personal use. Employees are prohibited from using these machines for the purpose of transmitting, receiving, or copying materials that may be deemed offensive or insulting. Any employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to Human Resources.

#### **12.15 DRESS AND APPEARANCE**

Village employees are expected to maintain high personal standards. One of the most noticeable expressions of these personal standards is dress and appearance.

No attempt is made to set specific standards. The important factor is the overall impression created. What is appropriate for employees in one department may not be appropriate for another.

Work clothes and uniforms provided for departments generally set the standard for their functions. Determination of an employee's specific dress and appearance is a supervisory responsibility and shall be treated as such. Personal appearance standards may be established in departmental rules.

#### **12.16 GENERAL PROHIBITIONS**

Employees are expected to be aware that they are public employees and to conduct themselves in a manner that shall in no way discredit the Village, public officials, fellow employees, or themselves.

No employee shall make any false statement, certificate, mark, rating or report concerning any test, certification, or appointment made under the provisions of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules.

No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment promotion, or proposed promotion to, or any advantage in, a position in the Village.

No employee shall deceive or obstruct any person in their right to examination, eligibility, certification, or appointment under these rules, or furnish to any person any special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the Village.

No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them nor permit them to be out of his/her possession without good cause or approval of the Department Director. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

### **12.17 EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM**

It is the express obligation and voluntary policy of the Village of Indiantown government to engage in a program of total compliance with all applicable federal, state, and local laws regarding recruitment, hiring, and promoting people on the basis of demonstrated ability, experience, and training without regard to race, color, religion, sex, pregnancy, age, national origin, ancestry, marital status, veterans status, disability/handicap, genetic information, or any other protected status in accordance with applicable law. This subject requires continuous action at all levels to assure legal and moral compliance with the spirit of the policy.

Any employee of the Village who feels that he or she or another employee has been the victim of discrimination should notify Human Resources or the Village Manager. Employees may also notify their Department Director or the individuals in writing regarding a complaint.

Employees have an obligation to bring complaints forward under the EEO policy and procedure if they experience or witness conduct contrary to the policy. Employees will not be retaliated against for bringing a complaint forward in good faith. Every effort will be made to keep the employee names confidential, to the extent possible consistent with the need to conduct an adequate investigation, and applicable to all laws and regulations.

Any employee found to have violated this policy of EEO is subject to appropriate disciplinary action, up to and including dismissal from employment. In this manner, the Village strives to ensure a work environment that provides equal opportunity to all.

### **12.18 PROFESSIONALISM IN THE WORKPLACE**

A major goal of the Human Resources Policy Manual is to encourage a workplace environment that respects the dignity of all employees. For this reason, all employees should maintain a high degree of professionalism and respect with co-workers, subordinates, and superiors. Malicious, vulgar, obscene, threatening, intimidating language, and/or physically abusive behavior, discriminatory actions, or harassment is counter-productive to the desire for teamwork among all employees, levels of management, and in relationships with elected officials, and the public. Such behavior will be subject to disciplinary action, up to and including discharge from employment, and will not be tolerated by the Village organization.

### **12.19 POLICY AGAINST HARASSMENT**

The Village does not tolerate unlawful harassment of any of our employees, customers, vendors, suppliers, or independent contractors. Any form of harassment which violates applicable federal, state, or local law, including, but not limited to harassment related to an individual's race, religion, color, sex, gender, national origin, ancestry, citizenship status,



military status, marital status, pregnancy, age, genetic information, or disability/handicap is a violation of this policy and will be treated as a disciplinary matter. The Village also prohibits same-sex harassment. For these purposes, the term "harassment," includes slurs and any other offensive remarks, jokes, other verbal, graphic, or physical conduct.

In addition to the above-listed conduct, "sexual harassment" can also include the following examples of unacceptable behavior:

- A. Unwanted sexual advances;
- B. Offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- C. Visual conduct, such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
- D. Verbal sexual advances, propositions, or requests;
- E. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations;
- F. Physical conduct, such as touching, assault, impeding, or blocking movements.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another supervisory official.

Violation of this policy will subject an employee to disciplinary action, up to and including discharge. If you feel that you are being harassed by another employee, supervisor, or manager you should immediately contact your supervisor, Human Resources, or the Village Manager. Employees may also notify their Department Director or the individuals in writing regarding a complaint. In addition, if you observe harassment by another employee, supervisor, or manager, please report the incident immediately to the individuals above. You may be assured that you will not be penalized in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Village prohibits employees from hindering internal investigations and internal complaint procedure. All complaints of unlawful harassment which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Harassment of employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their Supervisor, Human Resources, or the Village Manager. Employees may also notify their Department Director or the individuals in writing regarding a complaint. Appropriate action will be taken against violation of this policy by any non-employee.

Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors, by our employees is also strictly prohibited. Such harassment includes sexual advances, verbal or physical conduct of a sexual nature, sexual comments, and gender-

based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate discharge.

Your notification of the problem is essential to us. The Village cannot resolve a harassment problem without becoming aware of the situation. Therefore, it is your responsibility to bring those kinds of problems to the Village's attention so that the Village can take whatever steps are necessary to correct the problem.

If the Village finds that an employee has violated Village policy, appropriate disciplinary action will be taken, up to and including termination of employment.

All Village employees will attend Sexual Harassment prevention training annually.

### **Protection Against Retaliation**

It is the responsibility of every employee of the Village to conscientiously follow the Policy Against Harassment and the Village's policy prohibiting discrimination and to immediately bring to the Village's attention any concern they may have regarding any harassment or discrimination they believe they have experienced or witnessed.

No employee will be subject to any form of retaliation for reporting in good faith any violation of the policies prohibiting harassment or discrimination or for participation in any investigation under these policies. Persons filing false, frivolous, or malicious complaints, however, will be subject to discipline up to and including termination of employment.

Any employee who believes that they have been retaliated against in violation of this policy should immediately bring this matter to the attention of Human Resources or the Village Manager. Notification of the problem is essential.

All complaints of unlawful retaliation which are reported as provided herein will be investigated as promptly as possible and corrective action will be taken where warranted. The Village prohibits employees from hindering internal investigations and internal complaint procedure. All complaints of unlawful retaliation which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

If the Village finds that an employee has violated Village policy prohibiting retaliation, appropriate disciplinary action will be taken, up to and including termination of employment.

## **12.20 DISABILITY ACCOMMODATIONS**

The Village is committed to complying with the laws protecting qualified individuals with disabilities. The Village will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Village and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify Human Resources. Once the Village is aware of the need for an accommodation, the Village will engage in an interactive process to identify possible accommodations that will

enable the employee to perform the essential functions of the job.

If you believe that you have been treated in a manner not in accordance with this policy, please notify the Village immediately, by speaking to Human Resources. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **12.21 ALCOHOL AND DRUG-FREE WORKPLACE**

The Village of Indiantown has a strong and legitimate interest in ensuring that employees are fit to perform their duties and promote a drug-free workplace. With a drug-free workplace, employees will be afforded the opportunity to maximize their levels of productivity and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse. It is the intent of the Village that the drug and alcohol testing conducted shall follow the Drug-Free Workplace Program contained in the Workers' Compensation Act, Florida Statutes §§ 440.101 and 440.102, the regulations adopted pursuant to the statute, and any amendments that may be made thereto. The Village Council shall adopt a Drug-Free Workplace Policy and may authorize the Village Manager to update the policy from time to time. It is further the intent of the Village that drug abuse be prohibited and those employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

The Village prohibits the illegal use, sale, or possession of narcotics, drugs or controlled substances while on Village time, on Village property, or using Village equipment. Such prohibition extends to off-the-job illegal drug activity which may adversely affect an employee's job performance; jeopardizes the safety of the employee, other employees, the public or Village equipment; or undermines government or public confidence in the Village. Consistent with this policy's intent:

- A. The sale, use, acceptance, possession of alcoholic beverages, illegal drugs, or illegal substances present in one's system on Village time, Village property, or in any Village building, facility, or equipment is prohibited and considered a dischargeable offense. Any illegal substances obtained will be turned over to the appropriate law enforcement agency.
- B. Off-the-job involvement with illegal drugs or controlled substances, which adversely affects an employee's job performance, jeopardizes the safety of the employee, other employees, the public or Village equipment or undermines government or public confidence in the Village will result in disciplinary action up to and including discharge. In deciding what disciplinary action to take, the Village will consider the employee's present job assignment, the employee's record of employment with the Village, and other factors relative to the impact on the conduct of Village business.
- C. Any employee convicted of a drug or alcohol offense is required to notify Human Resources of the conviction within 24 hours. Employees convicted of crimes are subject to disciplinary action up to and including discharge or mandatory participation in a drug rehabilitation or treatment program.



- D. Employees undergoing prescribed medical treatment with a legal drug or controlled substance that might impair behavior or work performance must report this fact to their supervisor. It may be necessary to restrict the employee's work activity while undergoing treatment to ensure a safe work environment.

## **12.22 SEARCHES AND INSPECTIONS**

Employees should understand that there is no expectation of privacy on Village premises or in Village vehicles. In order to protect the safety and property of all employees, the Village reserves the right to inspect all Village vehicles, all Village areas, and all items brought into Village physical premises including, but not limited to, work areas, desks, computers, cabinets, personal articles, clothes, lockers, packages, containers, bags, purses, briefcases, vehicles, and other items on Village property in furtherance of this policy except as explicitly prohibited by law. Refusal to cooperate with the Village in any search or investigation will result in discipline, up to and including immediate dismissal.

## **12.23 HONESTY**

The mission of the Village can only be carried out with the expectation of trust and honesty with respect to all employees. All employees are expected to perform their duties and always conduct themselves when working for or representing the Village in any setting, with complete honesty and trustworthiness. Without limiting the generality of the foregoing, employees are responsible for honestly completing all Village records, reports, timecards, and other Village documents. Employees must also be honest and trustworthy in all verbal and written communications and general relationships with others, including without limitation, the Village, co-workers, and the public. Any falsification, lying, or untrue oral, written, or other communication will be considered dishonest behavior. Any employee violating any aspect of this policy is subject to disciplinary action, up to and including immediate termination.

## **12.24 INVESTIGATION OF MISCONDUCT**

To protect our employees and the public, the Village must be able to investigate suspected or alleged misconduct. Investigations may be handled internally or externally, utilizing a private individual or another government entity to initiate and complete the investigation. Employees are required to cooperate and to fully assist the administration to the fullest extent possible in investigating misconduct, whether their own or another's. Such cooperation and assistance include, without limitation, being available, being completely honest (including, providing all facts, documents, and information in the employee's possession or control or which the employee has knowledge of), and submitting to searches and/or drug and alcohol tests, if requested to do so. An employee's failure or refusal to cooperate and assist in any investigation, including, without limitation, dishonesty, or a refusal to submit to a search or drug and alcohol test, if requested to do so, is grounds for discipline, up to and including immediate termination.

If an employee fails or refuses to cooperate or assist at any stage of an investigation into the employee's own suspected or alleged misconduct, the Village also reserves the right to proceed without the employee's statement or cooperation and to make a decision based on all reasonable inferences from the employee's failure or refusal to cooperate (including drawing an adverse inference) and information from other sources. The employee's failure or refusal to cooperate remains a separate ground for discipline, up to and including immediate termination.

## SECTION 13 – DISCIPLINARY ACTION

### 13.01 INTENT

It is the intent of the Village that effective supervision and employee relations shall avoid most matters which necessitate disciplinary action. The purpose of the Rules and Regulations of the Village, and of disciplinary action for violation of these rules, is not to restrict the rights of anyone, but to ensure the rights of all, and to secure cooperation and orderliness throughout the personnel system.

The violation of any of the Standards of Conduct or rules may result in disciplinary action up to and including termination from employment. Obviously, the list below is not all-inclusive and there may be other circumstances for which employees may be disciplined, up to and including dismissal.

Infractions of approved departmental and safety rules and regulations shall subject the employee to disciplinary actions, up to and including immediate dismissal. All disciplinary actions shall be documented in writing.

In all cases, the Department Director shall notify the employee of the action taken, and a copy of such notice shall be included in the employee's personnel folder, with a copy to the Village Manager and Human Resources. Prior to suspending an employee or dismissing an employee, the Village Manager or designee must approve of such action.

### 13.02 TYPES OF OFFENSES/DISCIPLINE

Types of offenses/discipline include, but are not limited to, the following:

#### **Inefficient Use of Time**

- A. Quitting work, wasting time, loitering, spending time on other than assigned duties, or leaving assigned work area during working hours without permission.
- B. Taking more than the specified time for meals or break periods.

#### **Unauthorized Leave/Absences**

- A. Abuse of leave privileges.
- B. Being absent from work without permission or leave.
- C. Leaving assigned area at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a 24-hour basis.
- D. Excessive tardiness. "Excessive" is considered occurring three or more times within a 30-day period.
- E. Absenteeism. Unscheduled leave of three or more occurrences in a 30-day period without a doctor's statement.
- F. Being absent from duty for a period of two consecutive days without personally notifying your supervisor.
- G. Failing to return from an authorized leave of absence.

**Performance**

- A. Demonstrating productivity or workmanship which is not up to required standards of performance.
- B. Failing to report a request for information or receipt of a subpoena from a law firm or an attorney for a matter relating to Village business.
- C. Incompetency, inefficiency, or negligence in the performance of duty.
- D. Neglect in performing assigned duties.

**Safety**

- A. Violating a safety rule or safety practice.
- B. Failing to immediately report an accident or personal injury in which the employee was involved while on the job.
- C. Creating or contributing to unsafe or unsanitary conditions or poor housekeeping.
- D. Making mistakes due to carelessness that affect the safety of the public, Village personnel, equipment, tools, or property.

**Inappropriate Behavior**

- A. Reporting to work or working while unfit for duty, either medically, mentally, or physically.
- B. Posting or removing any material on official bulletin boards or Village property without authorization.
- C. Failure to comply with requirements set forth in approved departmental rules and Standards of Conduct.
- D. Use of Village equipment, tools and/or machines which the employee has not been assigned.
- E. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the Village, or its operations.
- F. Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using malicious, vulgar, obscene, threatening, or intimidating language.
- G. Receiving or soliciting from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons, in violation of the Village's Gift Policy.
- H. Falsifying personal or Village records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, application, or claims.
- I. Insubordination by refusing to perform work assigned, or to comply with written or verbal instructions of his/her supervisor, except that which is deemed illegal, unsafe, or contrary to Village policy.
- J. Unauthorized use or display of firearms, explosives, or weapons on Village property.
- K. Theft or removal from Village locations without proper authorization of any Village property or property of any employee or citizen.
- L. Unlawful (whether prosecuted or not) or improper conduct, or indecency, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers,



- reputation, or goodwill in the community.
- M. Possession of alcoholic beverages in or on Village property or vehicles excluding unopened containers in personal vehicles. Drinking alcoholic beverages during the workday. Reporting for work having alcohol present in one's system.
- N. Abuse or misuse of controlled substances. Misuse of over-the-counter medications during the workday or reporting for work having controlled substances present in one's system, excluding prescription drugs prescribed to the employee by a licensed medical professional.
- O. Using or attempting to use political influence or bribery to secure an advantage of any manner.
- P. Showing discourtesy to the public.
- Q. Sleeping or inattention during work hours.
- R. Provoking or instigating a fight or fighting on Village property.

**Other**

- A. Violation of the Solicitation and Distribution rule.
- B. Failing to keep the department and the Village notified of proper address and telephone number (if any).
- C. Misusing, destroying, or damaging any Village property or property of an employee or citizen of the Village while on duty.
- D. Permitting another person to use an employee's identification card, unauthorized use of another person's card, or altering an identification card.
- E. Being convicted of a misdemeanor of the first degree, as defined by Florida Statutes, being convicted of a felony, or any violation involving moral turpitude while either on or off the job, which directly impairs an employee's ability to perform the functions of his/her position.
- F. Violation of any rules, policies, or procedures.
- G. Using Village vehicles for personal use.
- H. Violation of Florida Statute 553.865 – Safety in Private Spaces Act

**SECTION 14 – PROBLEM-SOLVING PROCEDURES**

**14.01 OPEN-DOOR POLICY**

EMPLOYEES, PLEASE NOTE: Due to the serious nature of harassment, discrimination, and retaliation, you must voice your concerns or complaints about such behavior to the individuals listed in the Policy Against Harassment in this manual.

THE VILLAGE PLEDGES TO PROVIDE THE FOLLOWING OPEN-DOOR POLICY:

The Village believes that all employees should be able to make suggestions for work improvement and to register complaints regarding working conditions or properly report other problems in work-related areas. All employees are encouraged to discuss their problems with supervisory staff. When necessary, all employees shall be able to take their problems to whatever level of management the employee believes is appropriate. In addition, employees may contact Human Resources. Human Resources will ensure employees receive a response within a reasonable time period.

It is the Village's firm belief that the majority of employee questions, problems, etc., can be satisfactorily resolved by following the Open-Door Policy.

## **14.02 GRIEVANCE PROCEDURE**

While the grievance procedure is applicable only to those employees who are classified as not at-will, the Village has decided to extend this process to at-will employees. Notwithstanding the foregoing, those employees who are classified at-will, remain at-will and nothing herein changes their at-will nature of employment. Eligible employees may use the Village's formal grievance procedure without fear of retaliation or discrimination. Performance evaluations and ratings are not subject to the grievance procedure.

### **Step 1**

If an employee feels he/she has a grievance, he/she shall, within ten (10) working days after the employee had knowledge, or reasonably should have had knowledge of its occurrence, present the grievance in writing to his/her immediate supervisor or other designated supervisor, or the grievance shall be considered waived. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, the remedy requested, and shall be signed and dated by the aggrieved employee. If the grievance is an appeal of suspension or dismissal, the employee may proceed directly to Step 3.

The supervisor shall submit an answer in writing within ten (10) working days after receiving the employee's written grievance. The grievance may be resolved at that point, if the adjustment is not inconsistent with rules and regulations of the Human Resources Policy Manual. If the grievance is not satisfactorily addressed, the employee may submit the written grievance at Step 2.

### **Step 2**

If the grievance is not resolved in Step One, the employee shall present the Step One written grievance to the Department Director within ten working days after the employee receives the answer in Step One or the grievance shall be considered waived. The grievance will be answered in writing by or on behalf of the Department Director within ten working days after the grievance is presented. The grievance may be resolved at that point if the adjustment is not inconsistent with the rules and regulations of the Human Resources Policy Manual. If the grievance is not answered within ten working days, it may be taken to Step Three within the next ten working days. If no further action is taken within ten working days after the delivery of the written answer to the employee, the answer will be accepted, and no further action may be taken upon the grievance.

### **Step 3**

If the grievance is not resolved at Step 2, the employee may present the grievance within ten working days to the Village Manager. The due process hearing conducted by the Village Manager or designee regarding a recommendation of an employee suspension, demotion, or termination will also be considered a Step 3 grievance. Step 3 grievances shall be addressed to the Village Manager and delivered to the Administration. If the grievance is not submitted to the Step 3 within the time limit stated above, it shall be considered waived. The Village

Manager or designee will give the Village's answer within ten working days following the Step 3 grievance meeting.

## **SECTION 15 - MISCELLANEOUS**

### **15.01 VEHICLES**

Some employees are issued and are responsible for a truck or automobile which may be driven to and from work and lunch and to conduct official business. Such a vehicle shall not be used for personal or private business. The permanent assignment of a take-home vehicle may result in an IRS-taxable fringe benefit to the employee. Please contact Finance for additional details. Other employees may be authorized to use Village vehicles upon the approval of the Village Manager. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly. Abuse of this policy may result in a withdrawal of the vehicle and appropriate disciplinary action.

### **15.02 PENSION PLAN**

The Village participates in the Florida State Retirement System which provides a Defined Benefit Plan or Investment Plan for all qualified employees to assist with their retirement goals. Details of the plan are maintained by the Finance Department.

### **15.03 UNEMPLOYMENT COMPENSATION**

This is another form of insurance that is paid entirely by the Village. It helps an employee meet a loss of income resulting from unemployment beyond their control by paying certain benefits while out of work. This form of protection is in addition to group insurance, Social Security, and workers' compensation.

### **15.04 DEFERRED COMPENSATION**

The Deferred Compensation program allows an employee to postpone receipt of a portion of his/her salary during working years and to receive its value later in life or upon retirement. The amount of current salary deferred will not be considered as income for federal tax purposes until its value is actually received. A strictly defined Internal Revenue code provision allows withdrawals in the event of an unforeseeable emergency. Emergency withdrawal of funds may be approved upon the issuance of an opinion by the deferred compensation provider that the emergency situation complies with the Internal Revenue Code. For further information, contact Human Resources.

### **15.05 DEFINED CONTRIBUTION**

Employees that are not eligible to contribute to the FRS investment plan or FRS pension plan, shall be placed in the Village's defined contribution plan. The Village shall contribute the same amount to the employee's defined contribution plan as employees who are enrolled in the FRS investment plan. The Village's contribution rate to the defined contribution plan shall remain consistent with the amount required by the FRS investment plan. The FRS investment plan contribution rate is determined annually on July 1.

### **15.06 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

An EAP is a benefit provided to full-time employees and their dependents who receive health benefits through the Village. EAP can assist with personal or family problems that are too



difficult or too complex to handle alone. The EAP program is confidential and one-on-one counseling is received from an experienced counselor who helps people find solutions to their problems. EAP services include marital/family, work-related, alcohol and drug abuse, emotional distress, mental health, and child/parent. Brochures are available in Human Resources.

### **15.07 TUITION REIMBURSEMENT**

The Village provides tuition reimbursement for employees per the Tuition Reimbursement Policy adopted by the Village.

### **15.08 EMERGENCY EVENT**

Should there be an emergency event that affects the Village, the Village will make every effort to notify all necessary media contacts regarding Village decision to close offices or to remain open for business. If an emergency circumstance may impact the Village, staff support will be required to provide the desired level of service to our community.

### **15.09 EMPLOYEE RESTITUTION**

It is the policy of the Village to seek restitution for wage overpayments and/or shortfalls in benefit/premium payments in accordance with the FLSA, and applicable state law. Employees will be notified of the correction and required deductions at the time restitution is determined. Payment arrangements may be established over a period of time unless lump sum wages are available. This time period may not extend beyond the fiscal year in which the overpayment and/or shortfall was discovered. Additionally, employees may be required to reimburse the Village up to \$500 per incident for the damage or loss of Village property where the employee failed to follow established Village policies and procedures.

Proposed Changes for Personnel Manual Adopted by Council on April 23, 2023

Current Section	Title	Proposed Changes
1	General Provisions	Added 1.05 – Departmental Policies to provide language allowing for departments to have policies specific to them and their employees that are not covered within the HR manual.
2	Employment Policies	Section 2.02 – Use of Personnel Action Form (PAF) for changes in position control.
		Section 2.05 – Hours of Work was modified to allow for more flexibility and include a section for permissible deductions for employee pay.
		Section 2.06 – Emergency Overtime included provisions in Section 2.06 as proposed to have Overtime, Compensatory and discretionary Time all in one section. Clarified overtime calculations are for hours worked above a regular 40-hour workweek, does not include annual leave or sick time taken during a workweek.
		Added Section 2.11 - Remote Work (telecommuting) defining parameters.
		Added Section 2.12 - Lactation Breaks – per federal law
		Added Section 2.13 - Background Screening to provide parameters for such.
		Section 2.14 - Timesheets and Timekeeping defines roles and responsibilities for employees to provide accurate and timely reporting.
3	Position Compensation Plan	Reorganized and added a section to allow for more frequent review and analysis of Village positions and compensation.
		Section 3.07 Reclassifications – added new Section.
		Section 3.09 Demotions – added as a new section to clarify actions.
		Section 3.10 Transfers is new section to define parameters for such.
		Section 3.11 Trainee is a new section defines parameters and process.
		Section 3.12 On-Call Time added to define process and expectations.
		Section 3.13 Acting Appointments and Temporary Assignments Adding this section to define process and parameters for such.
		Section 3.14 Career Incentive Pay this is a new section providing for one-time monetary incentive upon 10-, 20- & 30-year continuous employment with the Village as an incentive.

Proposed Changes for Personnel Manual Adopted by Council on April 23, 2023

4	Holidays & Leave	Split into separate sections: Section 4 is new section for Classification Plan to establish classifications and parity between positions based upon education, skill level, and positions with similar responsibilities. Added Section 5 for Holidays, added Section 6 for Paid Time Off (PTO) leave. Added separate section, Section 7 Employee Donation of PTO Time For Employees, added Section 8 Other Leaves of Absence. Each new section provides elaboration for clarity and inclusion of leaves that have been federally established.
5	Records and Reports	Shown as Section 9.
6	Safety	Shown as Section 10 elaborating on Accident Reporting and clarifying expectations and responsibilities for such. Removing policies from prior manual that are covered in Florida State Statutes relative to Drug Free Workplace and testing.
7	Separations	Shown as Section 11 updated accordingly to be more current and reflect Village policies.
8	Standards of Conduct	<p>Shown as Section 12 added sections to cover Ethics and expectations for Standards of Conduct: Conflict of Interests and Gift Policy, Political Activity, Release of Information, Personal Romantic Relationships, Media Relations, Use of Village Property, Communication and Computer Systems Security and Usage , Social Media, Cell Phones, Personal Digital Assistant and Other Handheld Electronic Devices, Facsimile, Scanner and Copy Machines, Disability Accommodations, Honesty, and Investigation of Misconduct. Most are created to address issues that have been experienced by other managers.</p> <p>Separated section 8.12 Disciplinary Action to a new Section 13 in proposed manual.</p>
9	Grievance Procedure	<p>Moved to new Section 14 Problem Solving Procedures.</p> <p>Added new Section 15 for Miscellaneous to address Vehicles, Pension Plan, Unemployment Compensation, Deferred Compensation, Defined Contribution (FRS), Employee Assistance Program, Tuition Reimbursement, Emergency Event and Employee Restitution.</p>





# **Village of Indiantown**

## **PERSONNEL REGULATIONS**

Adopted by Ordinance No. 11 (2018) – December 13, 2018  
1<sup>st</sup> Amendment - Ordinance No. 11-2019 – May 23, 2019  
2<sup>nd</sup> Amendment – FY 2019-2020 Budget – September 26, 2019  
3<sup>rd</sup> Amendment – Ordinance No. 08-2020 – December 10, 2020  
4<sup>th</sup> Amendment – Ordinance No. 07-2021 – December 9, 2021  
5<sup>th</sup> Amendment – Ordinance No. 01-2022 – February 10, 2022  
6<sup>th</sup> Amendment – Ordinance No. 05-2022 – April 28, 2022  
7<sup>th</sup> Amendment – Ordinance No. 02-2023 – April 13, 2023

Implementing Resolutions  
Resolution No. 011-2019 (FRS) – March 14, 2019  
Resolution No. 033-2019 (FY 2019-2020 Budget) – September 26, 2019

**EFFECTIVE APRIL 13, 2023**

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## **SECTION 1 - GENERAL PROVISIONS**

### **1.1 PURPOSE**

The purpose of the Personnel Regulations is to communicate the Village's personnel policies, procedures, and rules which serve as a guide to administrative actions covering most employee issues which arise. These regulations are intended to indicate the customary methods of carrying out the aims of the Village's policies as set forth herein. Any actions not specifically covered, shall be interpreted or extrapolated by the Village Manager using the Personnel Regulations as a guide, but nonetheless all within the Village Manager's sole discretion.

The Personnel Regulations are not an employment contract. The Personnel Regulations of the latest date supersede all previously issued personnel policies, procedures, and regulations, and any inconsistent verbal or written policy statements.

All Village employees are at-will employees. Accordingly, either the employee or the Village may terminate the relationship at will, with or without cause or notice, at any time. Therefore, termination is not a grievable or appealable event.

The responsibility for modification and/or interpretation of this Manual is delegated to the Village Manager in accordance with the provisions of the Village Charter and Village Ordinances.

Modification of any regulation which has a budgetary impact shall require the approval of the Village Council.

### **1.2 CODE OF ETHICS**

All Village employees are bound to observe, in their official acts, the highest standards of ethics consistent with Chapter 112, Florida Statutes, and the advisory opinions rendered by the Florida Commission on Ethics, regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people of the Village must be of foremost concern. In addition, Village elected officials have adopted a separate policy, by resolution, governing their interactions.

### **1.3 POSITIONS COVERED**

This Regulation covers all Village positions that are paid employees of the Village, including elected officials.



## 1.4 ADMINISTRATION

The Village Manager shall be responsible for the overall administration of these regulations. Routine matters pertaining to enforcement, administration, and implementation may be delegated by the Village Manager to other personnel.

## SECTION 2 – EMPLOYMENT POLICIES

### 2.1 APPOINTMENT AND REMOVAL

The Village Manager has the authority to appoint, transfer, discipline, demote, and remove all Village employees, except the Village Attorney and elected officials.

### 2.2 POSITION CONTROL

All full-time positions in the Village are established through the annual budget each fiscal year. The establishment of new additional full-time positions shall be subject to approval by the Village Council upon recommendation of the Village Manager. Position control for all part-time positions is by the Village Manager who is responsible to assure proper funding for each position.

### 2.3 TYPES OF APPOINTMENTS

1. **Probationary** – All employees, except the village manager, village attorney, and elected officials, must successfully complete a probationary period of at least 6 months, which is (6) months from the date of hire or date of completion of training, whichever is later. Departmental policies may supersede this requirement by extending but not reducing the time of probation. For unemployment compensation purposes, a notice of these Regulations and a link with their availability shall serve as notice that the Village is not liable for unemployment benefits upon termination for failure to meet performance standards within the first ninety (90) days of employment.
2. **Regular** - Employees who work full or part-time on a continuous basis after completion of the applicable probationary period.
3. **Full Time** – Employees who are scheduled to work at least 40 or more hours per work week.

4. ***Student or Intern*** - Appointments which have the purpose of affording students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments are for a specific period of time and require the approval of the Village Manager.
5. ***Emergency*** - In order to prevent a disruption in the public business, or serious inconvenience to the public, the appointment of employees on a temporary basis may be authorized by the Village Manager for up to one hundred eighty (180) days. Said appointments require proper funding, including any emergency funding. Said positions may be extended beyond 180 days by the Village Manager, with the consent of the Village Council.
6. ***Part-time*** - Employees who work fewer than 40 hours per week on a continuous basis throughout the year.
7. ***Probationary*** – employees still within their applicable probationary period.
8. ***Temporary*** - Positions (whether part-time, full-time, hourly, or contractual) anticipated to be of relatively short or a defined and limited duration up to 180 days per calendar year unless extended by the Village Manager, for special projects, grants, or programs.
9. ***Trainee*** - Employees who do not meet the minimum qualifications of the position, and who work full or part-time on a continuous basis. The length of training is at the discretion of the Village Manager, as approved in writing.

## **2.4 RE-HIRES**

All rehired employees are considered new employees, including without limitation, any and all required background checks, required licensing, screenings, and testing, and for all benefit purposes such as insurance, leave time, salary increases, if any, and other benefits. An exception to this policy is for retirement eligibility and constructive credit under the Florida Retirement System (FRS). In those cases where applicable, FRS regulations shall apply. Further exceptions to this policy can be made at the discretion of the Village Manager in the best interests of the Village; provided however, that no exception will be made for background checks, required licensing, or similar requirements.

## **2.5 HOURS OF WORK**

The Village Manager, in consultation with the Village Council, shall establish the hours of work in accordance with the needs of the Village, and shall take into account the convenience and needs of the public served by each position.

## **2.6 EMERGENCY OVERTIME**

### **Declared Emergency**

During a locally declared state of emergency, and at the discretion of the Village Manager, when there are emergency tasked employees who are required to work while other employees are released from duty, the following shall apply:

1. Salaried employees, exempt from the federal Fair Labor Standards Act, will receive additional pay at the regular rate, times the number of hours worked over 40 in the work week.
2. Non-exempt employees will receive overtime pay at the rate of one and one-half times the number of overtime hours worked.

## **2.7 TIME AND ATTENDANCE**

All employees are expected to report for duty at the scheduled time and place. The employee's direct supervisor shall be responsible for the punctual attendance of all persons employed under the authority of the Village Manager. If an employee is unable to work for any reason, that person must notify their direct supervisor as soon as they are able. Insufficient notice is cause for disciplinary action and may result in being charged with leave without pay for non-exempt employees, or an equivalent deduction from an employee's leave bank for exempt employees. Excessive absenteeism or lateness is a sufficient cause for disciplinary action, up to and including dismissal from employment. Continuing patterns of absences, early departures, and tardiness, regardless of the exact number of hours or days, are causes for disciplinary action.

All employees' hours worked will be documented in quarter-hour increments. Employees clocking in/out seven (7) minutes or less after each quarter-hour shall be rounded down to the previous quarter-hour. Employees clocking in/out eight (8) minutes or more after each quarter-hour shall be rounded up to the next quarter-hour. The above referenced seven (7)-minute "grace period" shall not be construed as permission to be up to seven (7) minutes late on a consistent basis. Conversely, the eight (8)-minute "round up period" shall not be construed as permission for an employee to



work time in excess of their approved schedule in order to earn overtime or extra hours. Employees are responsible for watching their time and clocking out as close as possible to the exact end time of their shift. Abuse of either this “grace period” or this “round-up period” may result in disciplinary action. Immediate supervisors in charge of approving timesheets are responsible for tracking patterns of potential abuse of both periods.

## **2.8 EMPLOYEE TRAINING**

The Village Manager may establish and develop various educational and training programs for Village employees. Generally, the purpose of any such program is to provide general, educational job-related training, and mandatory certification training to increase the operational efficiency of such employees, or to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Attendance at any training program, does not guarantee advancement.

Generally, when the Village requires or permits a non-exempt employee to attend training during the employee’s regular work hours, the time is compensable time. Non-exempt employee training time is paid unless all four of the following criteria are met:

1. Attendance is outside of the employee's regular working hours;
2. Attendance is completely voluntary on the part of the employee;
3. The course, lecture, or meeting is not directly related to the employee's job; and
4. The employee does not perform any productive work during such attendance.

Records of satisfactory training completion shall be placed in the employee's personnel file.

## **2.9 EMPLOYEE TESTING**

When satisfactory test results are required as a condition of employment for a position, an employee will be allowed up to three (3) chances to pass the required test, or as many attempts as are allowed by the testing authority, whichever is less.

Prior to taking any required tests, the employee shall notify the Human Resources Division of their upcoming test date. Upon the employee’s receipt of their test scores, regardless of whether or not they are pass or fail, they shall immediately provide said scores to the Human Resources Division for incorporation into their personnel file. It shall be the sole responsibility of the Human Resources Division to document and

determine an employee's continued employment eligibility as it relates to successfully meeting any testing requirements.

## **2.10 EMPLOYEE PERFORMANCE APPRAISAL**

Appraisal of performance is a continuous process. Each employee's supervisor frequently reviews performance in an informal way. In order to avoid misinterpreted or incomplete evaluations, however, formal reviews will be conducted on a schedule approved by the Village Manager, but not less than once a year. Performance evaluations will include factors such as the quality and quantity of work, knowledge of the job, attendance, initiative, and attitude toward work and toward others, including the public. These evaluations provide an opportunity to discuss the employee's development, areas for improvement, future goals, and overall performance. After the review, the employee is required to sign the evaluation, as an acknowledgment that it has been presented to the employee.

A satisfactory performance appraisal does not mean that there will be an automatic increase in pay. Pay or salary increases are at the discretion of the Village Manager, and if paid, will be based on merit, market economic conditions, specific departmental conditions, and the annual budget.

## **2.11 CALL-INS**

When any full-time employee is called in to work outside of their normal work hours, they shall be paid for the exact time worked. This includes after-hours utility company calls from customers.

## **2.12 EMPLOYEE COVERAGE**

There shall be at least one (1) employee on duty at all times in any department that affects public health and/or safety.

# **SECTION 3 – POSITION COMPENSATION PLAN**

## **3.1 PURPOSE.**

The Position Compensation Plan (Pay Plan) provides the basis of compensation for employees of the Village. The Pay Plan is designed to support the following objectives:

1. Correlates pay to the duties and responsibilities of the position; and
2. Provides competitive pay in a relative labor market; and
3. Attracts and retains competent personnel; and
4. Is consistent with the economic conditions of the area; and
5. Standardizes pay for the various classifications of work; and
6. Establishes lines of promotion and career ladders; and
7. Meets financial policies of the Village.

### **3.2 SALARY INCREASES**

Salary increases are not intended to be automatic. Salary increases are based upon many factors, including job performance, market, and economic conditions, and the annual budget.

Employees shall become eligible for consideration for a salary increase to their base rate of pay annually concurrent with their Evaluation, up to the maximum salary of the pay grade, whenever pay grades are established.

Approved salary increases shall be effective at the beginning of the next pay period following the merit increase effective date. The Village Manager may approve a merit salary increase sooner than at annual intervals, to reward extraordinary performance.

### **3.3 PROMOTION**

An employee is promoted in accordance with the applicable Pay Plan approved for the employee's position by the Village Manager. Upon promotion, the employee shall receive an increase to the minimum of the pay grade into which being promoted, but not less than a 5% increase in pay. An increase greater than provided above may be approved in writing by the Village Manager, not to exceed the maximum of the pay grade.

### **3.4 HEALTH BENEFITS**

In order to better meet the intent of Section 3 (Position Compensation Plan) of the Personnel Regulations, and the current standards of the municipal marketplace, all full-time Village employees are eligible to participate in any medical, dental, and vision benefits offered by the Village. Village Council Members are not eligible for any medical, dental, and vision benefits offered by the Village.



Currently, the Village shall pay the following portions of employee health benefit premiums, as follows:

Senior Management: 100% for employees and dependents
General Employees: 90% for employees and 75% for dependents

Future benefit provisions, and employer contributions, will be reviewed annually in conjunction with the Village's budget process.

## SECTION 4 – HOLIDAYS & LEAVE

### 4.1 PURPOSE AND INTENT

It is the policy of the Village Council to recognize, encourage, and support multicultural diversity in our workforce, and to recognize the pluralism of American culture.

Therefore, employees will celebrate thirteen (13) holidays per calendar year.

1. New Year's Day
2. Martin Luther King's Day
3. Presidents Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Eve
12. Christmas Day
13. New Year's Eve

When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

## **4.2 HOLIDAY ON SCHEDULED WORK DAY**

All eligible employees who are regularly scheduled to work on the observed holiday in order to maintain essential services to the public shall be paid time and a half for all hours worked on the holiday, or shall be given compensatory time off at the rate of time and a half, at the discretion of the Village Manager. Upon written agreement between the employee and the Village Manager, an employee may elect to receive accrued holiday pay in December.

## **4.3 REQUEST FOR LEAVE**

Requests for leave shall be submitted to the employee's direct supervisor at least three (3) days prior to the beginning of the leave, unless there is an emergency or extenuating circumstances. The Village Manager may request a physician's certificate to verify the illness of any employee on sick leave. When more than one employee in a department asks for the same day/time off, the employee having the longest seniority shall be given preference if having two or more employees off at the same time will negatively impact service delivery for the department.

## **4.4 BEREAVEMENT LEAVE**

Employees may be granted, upon written request, and on approval of the Village Manager, up to three (3) working days off with pay in the event of a death in their immediate family or up to five (5) working days off with pay if the employee must travel greater than 200 miles one way or out of state. If additional days off are necessary, sick leave may be requested in the sole discretion of the Village Manager. For purposes of this section, the employee's immediate family shall include the following for either the employee or their spouse/domestic partner: parent, sister, brother, spouse/domestic partner, children, nieces, nephews, cousins, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents. The Village Manager may require satisfactory proof of death of the immediate family member, before compensation is approved.

## **4.5 MILITARY LEAVE**

The Village will supplement pay pursuant to Florida State Military Compensation Law adopted by Florida Statute 115.09 per active duty event.

#### **4.6 LEAVE WITHOUT PAY**

The village manager may grant a leave of absence for reasons of illness, injury, disability, family care, or valid personal reasons, not to exceed 12 months. All requests for leave must be made in writing and approved by the Village Manager. Employees must have exhausted all accrued paid leave before use of leave without pay. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the pending return of the employee from leave. At the conclusion of the leave without pay, the employee must return to duty or be discharged.

#### **4.7 WORKERS' COMPENSATION LEAVE**

Payment of workers' compensation to all employees who are disabled because of an illness or injury arising out of and in the course of performing their duties with the Village shall be governed by the Florida State Workers' Compensation Law. For purposes of this Section, "disability" is defined as in the workers' compensation laws and means an incapacity because of the injury to earn in the same or any other employment the wages which the employee was receiving at the time of the injury.

An employee sustaining a lost-time injury with sick and/or annual leave credited to his/her account may request to apply sick and/or annual leave hours in order to obtain pay while absent from duty due to an injury as provided in items 1 through 10 below (in no case shall the amount of workers' compensation and the amount of sick and/or annual leave be more than the employee's base pay for that period).

1. Full wages shall be paid for the day of the on-duty injury if disability results or for that part of the day is spent receiving medical treatment.
2. If the injured employee cannot return to work on his/her next workday, the injury shall be considered a disability, with the disability starting immediately following the day of the injury, whether it be a weekday, weekend, or holiday. Disability shall be counted by calendar days.
3. Because the statutory benefits of the Florida Workers' Compensation Law do not allow for compensation during the first seven days of disability, full wages shall be paid by the Village for those uncompensated days. However, if the injury results in a disability of more than twenty-one (21) days, compensation shall be



allowed from the commencement of the disability. Compensation for the disability will be made in accordance with state statutes.

4. Any employee who has experienced a disability resulting from a compensable injury may request the use of accrued sick and/or annual leave which, together with the payment of workers' compensation monies, shall provide the employee with a salary equivalent to his/her normal schedule of hours at his/her straight time rate of pay. The amount of such accrued leave granted to an employee shall be based upon an employee receiving workers' compensation monies from the first day of disability. If the employee is unable to return to work prior to reaching his/her 22nd day of disability, the previously granted sick leave will be subtracted from the employee's accrued sick leave to offset the amount that was provided under the first seven days provision of the Workers' Compensation Law as explained above.
5. If the length of the employee's disability does not allow compensation from the first day of disability under state statutes, accrued leave may then be granted to the employee for the uncompensated period not covered by workers' compensation.
6. An employee on Workers' Compensation Leave shall continually report to the Village Manager regarding his/her health status and prognosis for return to work. In no event shall an employee fail to report less often than twice monthly.
7. An employee on Workers' Compensation Leave shall make himself/herself available for all doctor's appointments. Such an employee shall follow the doctor's orders and/or directions and shall avoid any activity which may aggravate or exacerbate the illness or injury.
8. An employee who obtains any type of part-time or full-time employment, including without limitation an "off-duty detail" elsewhere while on a Workers' Compensation Leave, may be discharged unless specific approval by the Village Manager is received in writing in advance.
9. At the end of a leave of absence of less than six (6) months, an employee may be returned to his/her former position or to one of comparable pay and status within the Village if such a position is available. However, re-employment need not be offered to an employee if s/ he is not then qualified by reason of disability, injury, or illness to perform the essential functions of the employee's former position or one of comparable pay and status within the department.

10. Failure to return to work at the expiration of the leave (or upon determination of Maximum Medical Improvement (“MMI”) with the ability to perform the essential functions of the position;

Filing a false or fraudulent workers’ compensation claim is a violation of Village policy and the law, and will result in disciplinary action, up to and including dismissal.

#### 4.8 ANNUAL LEAVE

In order to better meet the intent of Section 3 (Position Compensation Plan) of the Personnel Regulations, and the current standards of the municipal marketplace, all full-time Village employees are eligible for annual leave. Annual leave is defined as the entitlement to pay for time away from work based upon the eligibility and accrual schedule herein.

<b>Years of Full-Time Service:</b>	<b>Hours Accrued:</b>
Less than 5 years	80 hours
5-10 years	120 hours
Over 10 years	160 hours

Annual Leave hours shall accrue each pay period on a pro rata basis. An employee may carry over Annual Leave hours from one year of service to the next year; however, an employee’s total accumulation of annual leave may not exceed 250 hours.

After completing the first six (6) months of service, new employees are eligible to use accrued Annual Leave.

Employees shall be paid out all unused annual leave credit upon retirement or resignation in good standing. Employees transferred into a new department and/or classification will retain their Annual Leave credits.

#### 4.9 SICK LEAVE

Sick leave is established for the purpose of compensating employees when they are incapacitated from the performance of their duties due to sickness, injury, or quarantine.

Each full-time employee is eligible for eighty (80) hours of paid sick leave per year, which may roll over to the following years of service; however, an employee's total accumulation of sick leave may not exceed 250 hours.

Sick Leave hours shall accrue each pay period on a pro rata basis.

Absence beyond this period may be charged against the employee's annual leave.

No sick leave is allowed for time off due to an injury incurred while working for another employer.

Sick leave may be granted for the following purposes:

1. Personal injury, pregnancy, illness, or disability not connected with work and for workers' compensation
2. Medical, dental, optical, or chiropractic examination or treatment
3. Exposure to a contagious disease which would endanger others as determined by a physician
4. Illness of a member of the employee's immediate family which requires the personal care and attention of the employee up to a maximum of five (5) work days per calendar year. The employee's immediate family shall include the following for either the employee or their domestic partner/spouse: parent, sister, brother, spouse, domestic partner, children, nieces, nephews, cousins, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents.

Employees shall be paid one-half (1/2) of all unused sick leave credit, up to a maximum of 200 hours, upon retirement or resignation in good standing.

In the event an employee remains out on sick leave, pursuant to items 1, 2, or 3 above, for more than three (3) consecutive workdays, the employee is required to present a doctor's note authorizing both the leave time taken and the employee's fitness to return to work.

The Village, at its sole discretion, may request a doctor's note from any employee taking sick leave of any length if they suspect abuse of this leave policy.



#### 4.10 VOTING LEAVE

During a primary or general election, any employee who is registered to vote shall be allowed one (1) hour of paid time off for the purposes of voting.

#### 4.11 PERSONAL LEAVE

In order to better meet the intent of Section 3 (Position Compensation Plan) of the Personnel Regulations, and the current standards of the municipal marketplace, all full-time Village employees are eligible for sixteen (16) hours of personal leave per year. Unused personal leave accrued shall not roll over into the following year, nor will it be paid out upon retirement or resignation in good standing.

#### 4.12 FAMILY AND MEDICAL LEAVE POLICY

##### ELIGIBLE EMPLOYEES:

Each employee who has been employed by the Village for at least one year and has worked at least 1,250 hours during the previous 12 months is entitled to 12 weeks of unpaid, job-protected leave during any rolling 12-month period, measured backward from the date an employee first uses any FMLA leave, for any of the following reasons:

- Upon the birth of the employee's child; or
- Upon the placement of a child with the employee for adoption or foster care;  
or  
When the employee is needed to care for the employee's child, spouse or parent if such child, spouse or parent has a serious health condition as defined in the Act; or
- When the employee is unable to perform the functions of his or her position because of a serious health condition as defined in the Act; or
- Upon qualified military caregiver or exigency leave (leave in connection with the employee's spouse, son, daughter or parent being on active duty or called by the U.S. military to active-duty status). Caregiver leave provides a maximum of 26 weeks of leave.

##### DEFINITIONS:

- *Spouse* – a husband, wife, or domestic partner.

- **Parent** – a biological parent or an individual who stands or stood in *loco parentis* (those persons with day-to-day responsibilities to care for and financially support a child, or those who had responsibilities for the employee when the employee was a child. A biological or legal relationship is not necessary) to an employee when the employee was a child. This does not include parents-in-law.
- **Son or Daughter** – a biological, adopted, or foster child; a stepchild; a court ordered legal ward (a copy of the court order will need to be submitted with the medical certification form); or a child of a person standing in *loco parentis* who is either under age 18, or age 18 or older and incapable of self-care due to a mental or physical disability.
- **Incapable of self-care** – the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, i.e., caring appropriately for one’s grooming and hygiene, bathing, dressing and eating, or instrumental activities of daily living, i.e., cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
- **Physical or mental disability** – a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations under the Americans with Disabilities Act (ADA) define these terms.
- **Serious health condition** – generally means an illness, injury, impairment, or physical or mental condition that involves either: (i) inpatient care in a hospital, hospice or residential medical care facility, or (ii) continuing treatment by a health care provider.
- **Rolling 12-month period** – the method for calculating leave allowable per year under the FMLA policy. This calculation is measured backwards from the date an employee first uses FMLA leave. (i.e., a person first goes on FMLA on January 15, 2022, they would be entitled to up to 12 weeks of FMLA leave between the period of January 15, 2022, and January 14, 2023. The employee would not be eligible for additional FMLA leave until January 15, 2023.)
- **Intermittent Leave** – any FMLA leave not taken in a consecutive block.

**ENTITLEMENT PERIOD:**

The determination of the 12-month period, for purposes of calculating available leave, will be made based on a rolling 12-month period measured backward from the date an employee uses any FMLA leave. The military caregiver leave will be calculated based on the first date of leave.

Any medically documented need for intermittent leave or a reduced work schedule will be considered as part of the 12-week FMLA entitlement. Both the employee and the Village should make a “good faith effort” to limit or avoid any scheduling conflicts that may arise from the use of intermittent leave or a reduced work schedule.

**USE OF ACCRUED PAID LEAVE REQUIRED:**

Any earned sick leave and/or vacation leave, compensatory time, or personal leave must be used concurrently as part of FMLA leave. The remainder of the leave will be unpaid. Both the paid and unpaid leave dates are considered part of the FMLA 12-week entitlement.

**CONDITIONS & REQUIREMENTS FOR LEAVE:**

You must provide 30 days advance notice for taking FMLA leave, when the need for leave is foreseeable. If the need is not foreseeable, you must give notice to your supervisor and the Human Resources Division as soon as both possible and practical. The Village will provide you with a notice that explains its specific expectations and your obligations with respect to FMLA leave.

An employee requesting a FMLA leave of absence must complete a Family & Medical Leave Request Form. These forms are available from the Human Resources Division and require an explanation of the reasons for the leave so that it can be determined whether the leave qualifies under the Act.

In any case where leave is requested due to the birth, or placement of a child for adoption or foster care, the employee is expected to furnish, at a minimum, information concerning the anticipated timing and duration of leave on the Family & Medical Leave Request Form.

In any case where leave is requested due to either a serious health condition of the employee or the employee’s child, spouse, or parent, a Family & Medical Leave Request Form and a Certification of Health Care Provider Form will also be required.

**In the case of a request for leave due to planned medical treatment for a serious health condition of the employee or the employee’s child, spouse, or parent, the employee is expected to consult with their direct supervisor, prior to the scheduling of treatment, in order to work out a treatment schedule which best suits the needs of both the Village and the employee and does not unduly disrupt the employer's operations, where possible.**



The Certification of Health Care Provider Form should indicate, if possible, expected occasions of intermittent leave and their duration. Utilization of intermittent FMLA leave due to planned medical treatment for your own illness or that of a spouse, child, or parent, will also require documentation from the health care provider that the appointment was attended. This must be submitted to the Human Resources Division no later than fifteen (15) calendar days after the appointment. **Failure to do so could result in denial of leave.**

In the case of a request for leave due to a serious health condition of either the employee or the employee's child, spouse, or parent, an employee's health care provider may indicate if an intermittent leave or a reduced work schedule is necessary. In that case, the reasons why an intermittent or reduced work schedule is necessary, the schedule for treatment (if applicable), and the anticipated number of days an employee will need off for the serious health condition must be clearly indicated on the Certification of Health Care Provider Form.

If you have been approved for **intermittent** leave, then **you must** contact your immediate supervisor and the Human Resources Division in writing **each time** you intend to use FMLA leave. The intermittent leave must be reported in one hour increments no later than the beginning of the workday in which the intermittent leave is being requested. **Failure to do so could result in denial of leave and/or possible discharge.**

**Leave taken under this policy is granted because the employee is unable to work; accordingly, no employee taking leave under this policy shall be employed by any other employer without written permission from the Village Manager.**

In all cases, only the Human Resources Division, or the Village Manager in their absence, is empowered to grant or deny FMLA Leave. FMLA leave may be denied or delayed if the employee fails to provide requested medical certification to substantiate the need for the leave within fifteen (15) calendar days of when the leave was taken.

Medical re-certification may be required by the Village at reasonable intervals, but not more often than once every thirty (30) days, except that a re-certification will always be required when:

- The employee requests an extension of their leave of absence; or
- Circumstances at the time of the original certification have changed significantly; or
- The Village receives information that casts doubt upon the continuing validity of the certification.

In the event that the Village doubts the validity of a medical certification, the Village may require the employee to obtain a second opinion at the Village's expense from a health care provider designated by the Village. If the opinions of the employee's health care provider and the employer's designated health care provider differ, then the Village may require the employee to obtain certification from a third health care provider, again at the Village's expense, which third certification shall be binding on both the Village and the employee. The Village and the employee shall jointly designate the third health care provider.

**The use of FMLA leave for circumstances other than those defined by the Family & Medical Leave Act of 1993 are considered fraudulent and subject to disciplinary action, up to and including discharge.**

#### **DESIGNATION OF LEAVE:**

The Village will require that paid or unpaid leave for a reason which qualifies for leave under the Family and Medical Leave Act will be part of the employee's twelve (12) week entitlement for family and medical leave under this policy. FMLA leave will run concurrent with all other qualifying leaves required to be utilized under this policy.

Once the Village has acquired knowledge that the leave is being taken for a FMLA required reason, the Village will promptly (within two business days absent extenuating circumstances) notify the employee that the leave is designated and will be counted as FMLA leave.

In all cases, it is the responsibility of the Village to designate FMLA leave, either paid or unpaid, as qualifying or non-qualifying under the Family and Medical Leave Act, based upon information provided by the employee. This designation may be made retroactively during the course of a leave of absence in cases where extensions of leave are sought or where information necessary to determine the qualifying status of the leave becomes available within fifteen (15) calendar days after the leave begins. In the event any dispute arises between an employee and the Village, the Family and Medical Leave Act of 1993 shall govern the resolution of such dispute.

#### **SPECIAL PROVISIONS FOR BIRTH OF A CHILD OR PLACEMENT OF A CHILD FOR ADOPTION OR FOSTER CARE:**

Entitlement for leave for the birth of the employee's child or the placement of a child with the employee for adoption or foster care expires twelve (12) months following the date of birth or placement. The allotment of time for this will normally be taken in a block of time (consecutive days or weeks). Intermittent or a reduced work schedule is permitted only with

the express written approval of the department and/or division manager as long as said leave is not disruptive to the department schedule.

#### **RELATIONSHIP TO ACCRUED LEAVE:**

For the birth of a child, placement of a child for adoption or foster care, or care for a family member, the Village will first require use of accrued annual leave, then sick leave, then personal leave, and then compensatory time for FMLA leave under this policy until all accrued leaves have been exhausted.

If the reason for leave is due to the employee's own serious health condition, the Village will first require use of accrued sick leave, then annual leave, then personal leave, and then compensatory time for FMLA leave under this policy until all accrued leaves have been exhausted.

After all leaves have been exhausted, the employee may request donated leave pursuant to the Donated Leave Policy. Donated leave is **not** guaranteed and is based on availability.

An employee on an unpaid FMLA leave of absence does not accrue credited service (seniority) or such benefits as sick leave accrual and/or annual leave accrual.

After all eligible FMLA leave is exhausted and provided the employee still has accrued leave time left, all leave benefits will be frozen at existing levels until the employee returns to work.

#### **STATUS OF EMPLOYEE BENEFITS DURING LEAVE:**

During family and/or medical leave, the Village will maintain all of the employee's group insurance coverages on the same basis as if the employee was not on leave. The employee is responsible for paying their portion of the insurance premiums during any FMLA leave. If the leave is unpaid or results in a reduced work schedule, the Village may elect to pay the employee's share of their premiums on the employee's behalf and recover those premiums within 45 days of the employee's return to work. Arrangements for payment of premiums must be made through the Financial Services Department. The Village reserves the right to collect all premiums paid on the employee's behalf if the employee fails to return to work after a FMLA leave entitlement is exhausted. If an employee fails to repay their full insurance premiums on time, then the Village retains the right to deduct any monies due from the employee's paycheck or, in the event the employee does not return to work, send the balance due to collections.

In the event an employee fails to return to work for a period of thirty (30) calendar days after exhaustion of the employee's FMLA leave entitlement, the Village, will recover its



share of health plan costs incurred during a period of unpaid leave, unless the failure to return is caused by the continuation, recurrence or onset of a serious health condition which would allow for an FMLA leave of absence, the layoff of the employee while on leave, or other circumstances beyond the control of the employee. The decision of a parent not to return to work and to stay home with a newborn child upon the conclusion of an FMLA leave of absence will not be considered a circumstance beyond the employee's control. The Village reserves the right to require medical re-certification where an employee's failure to return from an unpaid leave is based upon continuation, recurrence, or onset of a serious health condition.

### **STATUS REPORTS:**

While on FMLA leave, the employee will be required to furnish the Village Manager and Human Resources Division with periodic written updates on their status and their intent to return to work every 30 days.

### **RETURN TO WORK:**

When you return from family and/or medical leave, you will be restored to your original job or to an equivalent position with equivalent pay, benefits, and other employment terms. However, the law does not require that employees among the top 10% highest paid of the company ("key employees") be restored to their jobs when it would cause substantial and grievous economic injury to the employer's operation. The use of leave will not result in the loss of any employment benefit that you accrued before the start of the leave. However, an employee has no greater right to reinstatement or to other benefits or terms and conditions of employment that the employee would enjoy had the employee been continuously employed during the FMLA leave of absence.

An employee's return to work following FMLA leave will be denied or delayed if the employee fails to provide fitness-for-duty documentation for an employee's serious health condition resulting in an absence of work for more than five (5) consecutive workdays. This form can be obtained from the Human Resources Division. This documentation should come from the physician who issued the original Certification for the leave. It must clearly state that this return to work is without restrictions or with restrictions that are defined in measurable terms, and for what length of time they are to be imposed.

If you are unable to return to work after the maximum leave period of 12 weeks, you may request an unpaid leave of absence for up to six months.

## **SECTION 5 – RECORDS AND REPORTS**

### **5.1 RESPONSIBILITY**

The Village Clerk is responsible for establishing and maintaining comprehensive personnel records for all employees.

### **5.2 RECORDS**

There shall be one official personnel file for each employee and it shall be maintained by the Village Clerk. Said file shall include the personnel records of employees and all official forms. All personnel records of employees shall be considered the property of the Village. The Village Clerk shall make all decisions relating to the use, maintenance and disposition of such records and material, and including as to whether or not any information contained therein is exempt from disclosure or is confidential pursuant to Florida and Federal law.

Employees should be aware of the importance of keeping their personnel records current. This means immediately notifying the Village Clerk of any changes such as change of address (even if temporary), change of telephone number, driver's license status, change of beneficiary, number of dependents, divorce, marriage, or any change of previously provided information (not previously reported). This is the responsibility of the employee and failure to comply may result in employee discipline or delays in receiving employee benefits or even loss of such benefits.

## **SECTION 6 - SAFETY**

### **6.1 ACCIDENT PREVENTION**

The development of safe working conditions, practices, habits, and thinking are the objectives of the Village Safety Program. Reaching those objectives shall result in benefits to all employees and to the Village. Accidents, injuries, disabilities, damage, lost time and pay, claims and medical expenses are all problems, which can be improved by efforts of all employees.

### **6.2 ACCIDENT REPORTING**

All employees are responsible to immediately report to their supervisor all injuries and accidents, no matter how minor, that occur on the job.

A written report of employee Injury/Incident must be submitted to the injured employee's supervisor within 24 hours after the date of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within 24 hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and all other injuries, including those only requiring first aid injuries.

### **6.3 SAFETY EQUIPMENT**

Village provided equipment must be used. Failure to utilize provided equipment shall be cause for disciplinary action.

### **6.4 DRUG-FREE WORKPLACE**

The Village of Indiantown has a strong and legitimate interest in insuring that employees are fit to perform their duties and to promote a drug-free workplace. With a drug-free workplace, employees will be afforded the opportunity to maximize their levels of productivity and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse. It is the intent of the Village that the drug and alcohol testing conducted shall be in compliance with the Drug-Free Workplace Program contained in the Workers' Compensation Act, Florida Statutes Sections 440.101 and 440.102, the regulations adopted pursuant to the statute, and any amendments that may be made thereto.

It is further the intent of the Village that drug abuse be prohibited and those employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. The Village therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. In addition, the Village strictly prohibits the abuse of alcohol or prescription drugs. Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

The Village is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs or alcohol on the job; reports to work under the influence of drugs or alcohol; possesses, distributes or sells drugs or alcohol in the workplace; or abuses alcohol on the job. Therefore, the Village has established the following policy:



## **1. POLICY STATEMENT**

- a. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job;
- b. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol;
- c. It is a violation of this policy for anyone to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications;
- d. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace;
- e. It is a condition of employment to abide by the Drug-Free Workplace Policy;
- f. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy to send a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Village.

## **2. AUTHORITY FOR DRUG TESTING**

The Village has implemented this policy in accordance with the program requirements outlined in Florida Statute Section 440.102.

## **3. DEFINITIONS**

- a. Drug: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.
- b. Drug Test or Test: any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States

Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

- c. Job Applicant: a person who has applied for a Special-Risk or Mandatory Testing position with the Village and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.
- d. Mandatory Testing Position: a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute Section 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- e. Medical Review Officer or MRO: a licensed physician, employed with or contracted with the Village, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- f. Prescription or Nonprescription Medication: a drug or medication obtained pursuant to a prescription as defined by Florida Statute Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- g. Special-Risk Position: a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes (generally, police officers and firefighters).

#### **4. TYPES OF TESTING REQUIRED**

- a. Job Applicant Drug Testing: Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test, shall be used as a basis for

declining to offer employment to the applicant. Job applicants for other positions shall not be tested as part of the background/employment screening process.

- b. Reasonable Suspicion Drug Testing: Employees will be tested following any observed behavior creating “reasonable suspicion.” These behaviors may include the following:
  - i. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol;
  - ii. Abnormal behavior while at work or a significant deterioration in work performance;
  - iii. A report of drug use provided by a reliable and credible source;
  - iv. Evidence that an individual has tampered with a drug test while working for the Village;
  - v. Information that an employee has caused, contributed to, or been involved in, an accident while at work;
  - vi. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the Village's premises or while operating the Village's vehicles, machinery or equipment; and
  - vii. Post-Accident in Village-owned vehicles.

Where testing is based on reasonable suspicion, the Village shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed. A copy shall be provided to the employee upon request. The Village shall retain the original as confidential for at least one year.

- c. Follow-Up Testing: If the Village requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two-year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the Village is not required by law to conduct follow-up testing, but may do so in its discretion.
- d. Routine Fitness-For-Duty Testing: Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.



- e. Random Testing of Mandatory Testing and Special Risk Positions: employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

## **5. CONFIDENTIALITY**

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The Village, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the affected individual in accordance with Florida's Drug Free Workplace Act and other applicable laws or regulations.

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

Notwithstanding the foregoing, the Village may use such information and documents when consulting with legal counsel in connection with actions brought under the Florida Statute Section 440.102 or where the information is relevant to its defense in a civil or administrative matter.

## **6. DRUGS TO BE TESTED**

The Village will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

## **7. TESTING LOCATION**

The Village only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services.

You may be tested at the following laboratory:

Helix Urgent Care  
6515 S Kanner Hwy, Stuart, FL 34997

The Village's Medical Review Officer (MRO) is:

Helix Urgent Care  
6515 S Kanner Hwy, Stuart, FL 34997

## **8. TESTING PROCEDURES**

Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

## **9. CHALLENGING TEST RESULTS**

Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may contest or explain the result to the medical review officer who shall report a positive result to the Village if the explanation or challenge to the medical review officer is unsatisfactory.

Within 5 working days after the Village receives notice of the positive confirmed test result, the Village shall notify the employee or job applicant in writing of the results, the consequences of the results, and any options available to the employee. The employee or job applicant may request a copy of the test result at this time.

Within 5 working days after the employee or job applicant receives notice from the Village of the positive test result, the employee or job applicant may submit information to the Village explaining or contesting the test result and explaining

why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Village, the employee or job applicant will be notified by the Village in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee or job applicant will be provided with a copy of the confirmed positive test result and the name and address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Village for at least one year.

Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration. All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

#### **10. CONSEQUENCES OF POSITIVE CONFIRMED TEST RESULT**

Job applicants receiving a positive confirmed test result shall not be hired. Any employee receiving a positive confirmed test result shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

However, nothing in this policy precludes the appropriate use of legally prescribed medications.

#### **11. CONSEQUENCES OF CONVICTION FOR VIOLATION OF CRIMINAL DRUG STATUTE OCCURRING IN THE WORKPLACE**

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than five calendar days after such conviction.



Within 30 calendar days of receiving such notice from a convicted employee, the Village shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, local health, law enforcement, or other appropriate agency.

## **12. CONSEQUENCES OF REFUSING TO SUBMIT TO DRUG TESTING**

An employee who refuses to submit to drug testing shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within two hours of being directed to report by the Village. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failed to provide a blood specimen for alcohol testing;
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen;
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failed or declined to take a second test that the Village or collector has directed the employee to take;
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Village;
- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an

"accident", or refused to allow the Village access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;

- Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

### 13. MEDICATIONS THAT MAY ALTER OR AFFECT THE DRUG TEST

Some common medications that may alter or affect a test result are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

**ALCOHOL** - All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

**AMPHETAMINES** - Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

**CANNABINOIDS** - Marinol (Dronabinol, THC).

**COCAINE** - Cocaine HCl topical solution (Roxanne). **PHENCYCLIDINE** Not legal by prescription.

**METHAQUALONE** - Not legal by prescription.

**OPIATES** - Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

**BARBITURATES** - Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

*BENZODIAZEPINES* - Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

*METHADONE* - Dolophine, Metadose. *PROPOXYPHENE* Darvocet, Darvon N, Dolene.

#### **14. EMPLOYEE ASSISTANCE PROGRAMS (EAP)**

Narcotics Anonymous Help-line: (772) 232-8676

Alcoholics Anonymous (Martin County): (772) 283-9337

The Village does not promote or recommend any specific program or organization for treatment. If an employee receives health benefits through the Village, the employee may be able to access an EAP through the insurance provider, if the service is provided. Other options for treatment can be located online or through various social service organizations.

#### **15. MANDATORY TESTING AND SPECIAL RISK EMPLOYEES ENTERING INTO EAP OR REHABILITATION PROGRAMS**

Mandatory Testing and Special Risk employees who enter an EAP or drug rehabilitation program must be assigned to a position other than a position classified as Mandatory Testing or Special Risk. If no such position is available, the employee must be placed on leave where the employee must use accumulated paid leave before the leave becomes unpaid.

#### **16. EFFECTIVE DATE OF DRUG FREE WORKPLACE POLICY**

This Drug-Free Workplace Policy is effective sixty (60) days after initial adoption of these Personnel Regulations and supersedes any prior policies.

### **6.6 SMOKE-FREE AND TOBACCO-FREE WORKPLACE**

The Village of Indiantown is dedicated to providing a comfortable, productive, and healthy work environment for its employees. As a further step to ensure conformity to Florida's Clean Indoor Air Act, all Village owned/leased buildings, parks and vehicles are entirely smoke-free and tobacco-free. Smoking and tobacco use is strictly prohibited in all areas, including without limitation to, vehicles, hallways, restrooms, private offices,



open indoor work spaces, waiting/reception rooms, conference/meeting rooms, lobby, lunch rooms, and all indoor community areas under the Village's ownership or control or in any circumstance when the employee is in view of the public in their capacity as a Village employee. Under this policy, smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product or any simulated smoking device including without limitation nicotine vapor, and related products or the use of tobacco, including smokeless tobacco, in any manner whatsoever.

## **SECTION 7 - SEPARATIONS**

### **7.1 TYPES OF SEPARATIONS**

Separations from employment with the Village are designated as one of the following types, with, applicable Human Resource documents showing the reason for the separation, and the last day and hour worked as determined by the Village Manager.

1. Resignation
2. Retirement
3. Death
4. Reduction in force
5. Dismissal
6. End of Temporary Assignment

### **7.2 RESIGNATION**

Resignation is defined as an action whereby an employee voluntarily leaves Village of Indiantown employment with or without giving notice. An employee wishing to leave the Village in good standing shall file a written resignation, stating the date and reasons for leaving. Such notice must be given two weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the Village.

Unauthorized absences from work for a period of three consecutive days or more constitute the abandonment of a position and shall be considered a resignation.

### **7.3 RETIREMENT**

Retirement is defined as a procedure whereby an employee separates from the Village for reasons of length of service or disability.

### **7.4 DEATH**

When an active employee is terminated due to death, the date of termination (date of separation) will be the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the spouse/domestic partner and, if no spouse/domestic partner, to the adult child or children, and if no adult children over the age of 18, to the father or mother. If there is no father or mother, then payment shall be made in accordance with orders or letters of administration received through the estate or probate process.

### **7.5 REDUCTION IN FORCE**

When it becomes necessary to reduce the number of employees within a department because of lack of funds, shortage of work, the abolishment of a position, reorganization, or other causes which do not reflect discredit on the service of the employees, the following steps will be considered:

1. First, consideration will be given to the Village budget and required staffing levels to meet the Village needs.
2. Once positions have been identified for reduction, employees within a position shall be separated from employment using the following criteria:
  - a. Individual performance (past and current performance, including any disciplinary issues)
  - b. Required skills and qualifications to meet future needs.

Employees who have been laid-off may apply for future job openings.

### **7.6 EXIT INTERVIEWS**

Upon the Village's request, an employee who resigns or retires shall complete an exit interview upon leaving Village employment. Such interviews allow the Village to understand the employee's reasons for leaving and to resolve any questions regarding

compensation, insurance continuation, return of Village property, or other related matters.

## **7.7 RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS**

At the time of separation, all records, books, assets, uniforms, keys, tools, and other items of Village property in the employee's custody shall be returned to the department. Certification of such return shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final paycheck due or collected through appropriate action in accordance with applicable wage and hour laws.

Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of Village property or other financial obligations which are due the Village may be deducted from the employee's final paycheck and/or termination leave pay in accordance with applicable wage and hour laws. This rule shall be excepted only when other appropriate arrangements have been made and approved in writing by the Village Manager.

## **SECTION 8 – STANDARDS OF CONDUCT**

### **8.1 POLICY ON ETHICS**

To avoid misunderstandings and conflicts of interest which could arise, all employees are bound by the standards set forth in Florida Statutes Chapter 112, Code of Ethics for Public Officers and Employees.

### **8.2 CONFLICT OF INTEREST**

Employees who may be in a position to influence actions and decisions of the Village shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services.

### **8.3 EMPLOYMENT OF FAMILY MEMBERS**

Family members of a Village employee may not regularly work in a position where a direct or indirect reporting relationship exists, which could cause a conflict of interest.

Family members are defined as: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-



law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, first cousins, grandchildren, and grandparents of the employee or spouse/domestic partner.

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit (such as work assignments, performance reviews, job classifications, hiring, or discipline) to a domestic partner or a romantic partner.

#### **8.4 OUTSIDE EMPLOYMENT**

Employees are not prohibited from engaging in other employment during their off-duty hours provided that they have obtained prior written approval by the Village Manager. However, Village employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interest of the Village.

Any employee who obtains full-time or part-time employment elsewhere while on authorized leave of absence without pay is subject to termination of his or her position with the Village unless the employee obtained prior approval from the Village Manager.

#### **8.5 SOLICITATION AND DISTRIBUTION**

Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

Employees of the Village are prohibited from engaging in selling merchandise or soliciting while the employee is on working time or the employee to be solicited is on working time. Work time does not include authorized break periods, meal times, or before or after work.

E-mail, facsimile machines, voice mail, and any other Village provided communication method may not be used to advertise or solicit employees for non-work related or non-official Village events.

#### **8.6 DRESS AND APPEARANCE**

Village employees are expected to maintain high personal standards. One of the most noticeable expressions of these personal standards is dress and appearance. No attempt is made to set specific standards. The important factor is the overall impression created. What is appropriate for employees in one department may not be appropriate for

another. Adopted Departmental policies must be adhered to. Utility plant employees shall wear the departmentally approved uniform at all times while on duty.

## **8.7 GENERAL PROHIBITIONS**

Employees are expected to be aware that they are public employees and to conduct themselves in a manner which shall in no way discredit the Village, public officials, fellow employees, or themselves.

No employee shall make any false statement, certificate, mark, rating or report concerning any test, certification, or appointment made under the provisions of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules.

No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in, a position in the Village.

No employee shall deceive or obstruct any person in their right to examination, eligibility, certification, or appointment under these rules, or furnish to any person any special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the Village.

No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them nor permit them to be out of his/her possession without good cause or approval of the Village Manager. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

## **8.8 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

It is the express policy of the Village of Indiantown to engage in a program of compliance with all applicable Federal, State, and local laws regarding recruitment, hiring, and promoting people on the basis of demonstrated ability, experience, and training without regard to race, color, religion, sex, age, national origin, ancestry, marital, veteran or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law. This subject requires continuous action at all levels to assure legal and moral compliance with the spirit of the policy.

Any employee of the Village of Indiantown who feels that s/he or another employee has been the victim of discrimination must notify their direct supervisor or the Village Manager immediately.

Employees have an obligation to bring complaints forward under the Equal Employment Opportunity policy and procedure, if they experience or witness conduct contrary to the policy. Employees will not be retaliated against for bringing a complaint forward in good faith. Every effort will be made to keep the employee names confidential, to the extent possible consistent with the need to conduct an adequate investigation and compliance with applicable laws and regulations. Any employee found to have violated this policy of EEO is subject to appropriate disciplinary action, up to and including dismissal from employment. In this manner, the Village strives to ensure a work environment that provides equal opportunity to all.

## **8.9 CIVILITY IN THE WORKPLACE**

The Village encourages a workplace environment that respects the dignity of all employees. For this reason, all employees should maintain a high degree of civility and respect with co-workers, subordinates, and superiors. Verbal, psychological, or physically abusive behavior or harassment is counterproductive to the desire for teamwork among all employees, levels of management, and in relationships with elected officials, and the public. Use of abusive language and behavior is disruptive to these goals and will be subject to disciplinary action and will not be tolerated by the Village.

## **8.10 POLICY AGAINST HARASSMENT**

The Village does not tolerate unlawful harassment of any of our employees, customers, vendors, suppliers, or independent contractors. Any form of harassment which violates applicable federal, state, or local law, including, but not limited to harassment related to same sex harassment or an individual's race, color, religion, sex, age, national origin, ancestry, marital, veterans or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law is a violation of this policy and will be treated as a disciplinary matter. For these purposes the term "harassment" is based upon a protected category and includes (without limitation) slurs and any other offensive remarks; jokes, other verbal, graphic, or physical conduct; leering, making offensive gestures, displaying of sexually suggestive or other offensive objects or pictures, cartoons, or posters; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries about an individual's body or other protected category, sexually degrading words used to describe



an individual, suggestive or obscene letters, notes, or invitations; or physical conduct, such as touching, assault, battery, impeding, or blocking movements. Questions about what constitutes harassing behavior should be directed to the direct supervisor or the Village Manager.

Violation of this policy will subject an employee to disciplinary action, up to and including discharge.

If you feel that you are being harassed by another employee, you must immediately contact your Supervisor or the Village Manager. You may be assured that you will not be penalized in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Village prohibits employees from hindering internal investigations and internal complaint procedure. All complaints of unlawful harassment which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Harassment of employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee must immediately report such harassment to their Supervisor or the Village Manager. Appropriate action will be taken against violation of this policy by any non-employee.

Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors, by our employees is also strictly prohibited. Such harassment includes sexual advances, offensive verbal or physical conduct based on a protected category, inappropriate comments based on a protected category, and insults based on a protected category. Any such harassment will subject an employee to disciplinary action, up to and including immediate discharge.

Your notification of the problem is essential. The Village cannot resolve a harassment problem without becoming aware of the situation. Therefore, it is the employee's responsibility to bring those kinds of problems to our attention immediately so that the Village can take appropriate steps to correct the problem.

If the Village finds that an employee has violated the Village policy, appropriate disciplinary action will be taken, up to and including termination of employment.

## 8.11 SEARCHES AND INSPECTIONS

Employees should understand that there is no expectation of privacy on Village premises. In order to protect the safety and property of all employees, the Village reserves the right to inspect all areas and all items brought into the Village's physical premises (even if locked with an employee owned locking device) including, but not limited to, work areas, desks, computers, cabinets, personal articles, clothes, lockers, packages, containers, bags, purses, briefcases, vehicles, and other items on Village property in furtherance of this policy except as explicitly prohibited by law. Refusal to cooperate with the Village in any lawful search or investigation may result in discipline, up to and including immediate dismissal.

## 8.12 DISCIPLINARY ACTION

It is the intent of the Village that effective supervision and employee relations shall avoid most matters which necessitate disciplinary action.

Infractions of any Village policies (including Departmental policies) shall subject the employee to disciplinary actions, up to and including immediate dismissal. Without limiting the generality of the foregoing, the list below includes circumstances for which employees may be disciplined, up to and including dismissal:

1. Inefficient use of time, e.g.
  - a. wasting time, loitering, spending time on other than assigned duties, quitting work, or leaving assigned work area during working hours without permission;
  - b. poor performance, incompetency, inefficiency, or negligence in the performance of duty;
  - c. abuse of leave privileges, e.g., taking more than the specified time for meals or break periods, unauthorized leave/absences, being absent without permission or leave, and repeated tardiness or absenteeism
2. Safety issues, e.g.
  - a. violating a safety rule or safety practice;
  - b. failing to immediately report an accident or personal injury in which the employee was involved while on the job;
  - c. creating or contributing to unsafe or unsanitary conditions;

- d. carelessness which affects the safety of the public, Village personnel, equipment, tools, or property.
3. Inappropriate Behavior, e.g.
- a. Violation of the Ethics Policy, including without limitation receiving or soliciting from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons;
  - b. failure to comply with requirements set forth in approved departmental rules, regulations, policies, standard operating procedures, general guidelines and Standards of Conduct;
  - c. threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using abusive language;
  - d. falsifying personal or Village records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, application, or claim;
  - e. insubordination, including refusal to perform work assigned, or to comply with written or verbal instructions of his/her supervisor, except that which is deemed illegal, unsafe, or contrary to Village policy;
  - f. unauthorized use or display of firearms, explosives, or weapons on Village property;
  - g. unlawful or improper conduct, or indecency, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers, reputation, or goodwill in the community or Village;
  - h. possession of alcoholic beverages on Village property (excluding unopened containers in personal vehicles); reporting for work having alcohol present in one's system;
  - i. abuse or misuse of controlled substances or of any chemical substance or medication during the work day or reporting for work having controlled substances present in one's system, excluding prescription drugs prescribed by a licensed medical professional;
  - j. showing discourtesy to persons with whom the employee comes in contact while in the performance of duties;



- k. permitting another person to use an employee's identification card, unauthorized use of another person's card, or altering an identification card;
- l. being convicted of a misdemeanor of the first degree, as defined by Florida Statutes, being convicted of a felony, or any violation involving moral turpitude while either on or off the job, which directly impairs employee's ability to perform the functions of his/her position;
- m. violation of any rules, policies, or procedures.

All disciplinary actions shall be documented in writing; all disciplinary actions involving a police officer shall comply with applicable standards and regulations. In all cases, the Village Manager shall notify the employee of the action taken, and a copy of such notice shall be included in the employee's personnel folder, with a copy to the Village Manager and Village Clerk.

The Village Manager must approve a suspension or dismissal of an employee.

## **SECTION 9 – GRIEVANCE PROCEDURE**

While all Village employees are classified as at-will, remain at-will and nothing herein changes the at-will nature of employment, this grievance procedure is available and may be used without fear of retaliation or discrimination for evaluation of personnel issues. Performance evaluations and ratings are not subject to the grievance procedure.

- Step 1: If an employee feels s/he has a grievance, s/he shall, within ten working days after the employee had knowledge, or reasonably should have had knowledge of its occurrence, present the grievance in writing to the Village Manager, or the grievance shall be considered waived. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, the remedy requested, and shall be signed and dated by the aggrieved employee. The Village Manager shall submit his/her answer in writing within ten working days after receiving the employee's written grievance. The grievance may be resolved at that point if the adjustment is not inconsistent with the rules and regulations of this Personnel Policy Manual. If the grievance is not satisfactorily addressed, the employee may submit the written grievance at Step Two.

Step 2: If the grievance is not resolved in Step 1, the employee may present the grievance again within ten working days of the Village Manager's response in Step 1 to the Village Manager. If the grievance is not submitted to the Village Manager within the time limit stated above, it shall be considered waived. The Village Manager will conduct a meeting among the employee(s) and supervisor(s) and give the Village's answer within ten working days following the Step 2 grievance meeting. The Village Manager's response shall be final and binding on the employees involved.

## **SECTION 10 - MISCELLANEOUS**

### **10.1 SEVERE WEATHER/ EMERGENCY DECLARATION POLICY**

In the event that a local Declaration of Emergency is declared, such as in the case of severe weather that affects The Village of Indiantown, the Village will make every effort to notify all staff regarding the Village's decision to close offices or to remain open. The Village will also make the determination as to which employees are required to report to work during the Declaration of Emergency. In the event that Village offices are closed, all employees who are not required to report to work shall be paid their normal rates of pay/salary for the day. Only personnel designated for emergency status or receiving a specific request from their supervisors shall report for work. If Village offices remain open, a "liberal leave" policy shall be in effect, whereby those employees who choose not to report for work may utilize whatever options of paid leave are available to them for the day.

### **10.2 FLORIDA RETIREMENT SYSTEM**

All general employees, except those excluded by law, shall be compulsory members of the Florida Retirement System as of April 1, 2019.

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 01-2025 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING CHAPTER 40, "UTILITIES", ARTICLE VII, "WATER AND WASTEWATER CAPITAL CONNECTION FEES", SECTION 40-201, "RATES OF CAPITAL CONNECTION FEES; TIME OF PAYMENT", OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; ADOPTING REVISED GALLONS PER DAY SPECIFICATIONS FOR WATER EQUIVALENT RESIDENTIAL CONNECTIONS; ADOPTING RELATED ADJUSTMENTS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance amends Section 40-201 in Chapter 40, "Utilities", of the Village of Indiantown Code of Ordinances to adopt a revised gallons per day specification for water equivalent residential connections, in order to conform to the Village's preexisting capacity reservations.

On March 23, 2023, the Village Council adopted Ordinance No. 01-2023, which substantially revised Chapter 40, "Utilities", Article VII, "Water and Wastewater Capital Connection Fees", of the Village of Indiantown Code of Ordinances, and adopted revised water and wastewater capital connection fees. Among the revisions implemented by that ordinance was a change in the gallons per day ("gpd") specification for water equivalent residential connections ("ERCs") from 300 gpd (the longstanding specification under both the Indiantown Company water system and the first years of the Village water system) to 250 gpd.

Pursuant to various developer agreements entered into by the Indiantown Company and assumed by the Village upon the Village's acquisition of the Indiantown Company Water and Wastewater System, and pursuant to various water and wastewater developer agreements entered into by the Village after the acquisition, the Village has reserved a substantial amount of water and wastewater capacity for such developments. Notably, all of the water capacity reserved pursuant to such developer agreements was reserved under the Indiantown system's longstanding water ERC specification of 300 gpd, rather than the recently changed specification of 250 gpd.

After consultation with Raftelis Financial Consultants, Inc. ("Raftelis"), which conducted the studies underlying the adoption of the revised water and wastewater capital connection fees, and consultation among the Village Engineer, Village Public Works Director, and Village Attorney, Village staff has recommended that it would be appropriate to revise the water ERC specification back to its



longstanding specification of 300 gpd in conformity with the System's preexisting capacity reservations. This ordinance accomplishes that recommendation.

**FISCAL IMPACT  
STATEMENT:**

Adoption of the ordinance would avoid the risk of substantial adverse impacts to future capital connection fee collections as a result of potential adjustments to preexisting reserved water capacity.

**RECOMMENDATION:** Staff recommends adoption of the ordinance on second and final reading.

**PREPARED BY:** Wade Vose, Village Attorney

**DATE:** 1/2/2025

**ATTACHMENTS:**

**Description**

VOI Ordinance No. 01-2025 - Revising ERC Specification in Water Capital Connection Fees.docx

**VILLAGE OF INDIANTOWN, FLORIDA  
ORDINANCE NO. 01-2025**

**AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING CHAPTER 40, "UTILITIES", ARTICLE VII, "WATER AND WASTEWATER CAPITAL CONNECTION FEES", SECTION 40-201, "RATES OF CAPITAL CONNECTION FEES; TIME OF PAYMENT", OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; ADOPTING REVISED GALLONS PER DAY SPECIFICATIONS FOR WATER EQUIVALENT RESIDENTIAL CONNECTIONS; ADOPTING RELATED ADJUSTMENTS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on March 23, 2023, the Village Council adopted Ordinance No. 01-2023, which substantially revised Chapter 40, "Utilities", Article VII, "Water and Wastewater Capital Connection Fees", of the Village of Indiantown Code of Ordinances, and adopted revised water and wastewater capital connection fees; and

**WHEREAS**, among the revisions implemented by that ordinance was a change in the gallons per day ("gpd") specification for water equivalent residential connections ("ERCs") from 300 gpd (the longstanding specification under both the Indiantown Company water system and the first years of the Village water system) to 250 gpd; and

**WHEREAS**, pursuant to various developer agreements entered into by the Indiantown Company and assumed by the Village upon the Village's acquisition of the Indiantown Company Water and Wastewater System, and pursuant to various water and wastewater developer agreements entered into by the Village after the acquisition, the Village has reserved a substantial amount of water and wastewater capacity for such developments; and

**WHEREAS**, all of the water capacity reserved pursuant to such developer agreements was reserved under the Indiantown system's longstanding water ERC specification of 300 gpd; and

**WHEREAS**, after consultation with Raftelis Financial Consultants, Inc. ("Raftelis"), which conducted the studies underlying the adoption of the revised water and wastewater capital connection fees, and consultation among the Village Engineer,

Village Public Works Director, and Village Attorney, Village staff has recommended that it would be appropriate to revise the water ERC specification back to its longstanding specification of 300 gpd, in conformity with the System’s preexisting capacity reservations; and

**WHEREAS**, the Village Council finds that the water and wastewater capital connection fees imposed under Chapter 40, Article VII, as amended, are “water and sewer connection fees” under applicable Florida law, and as such, the adoption of this ordinance is subject to the statutory exemption provided in Sec. 163.31801(12), Fla. Stat., as adopted by Ch. 2019-106, Laws of Florida; and

**WHEREAS**, for purposes of this Ordinance, underlined type shall constitute additions to the original text, \*\*\* shall constitute ellipses to the original text and ~~strikethrough~~ shall constitute deletions to the original text.

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

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

**SECTION 2. AMENDMENT.** Section 40-201 of the Village of Indiantown Code of Ordinances is amended to read as follows:

**Sec. 40-201. – Rates of capital connection fees; time of payment.**

Water and wastewater capital connection fees shall be paid in accordance with this section; provided, however, in the event that the Village provides a connection for only water or wastewater service to a development, only the capital connection fees applicable to the service provided shall be paid. Water and wastewater capital connection fees shall be due on the date of issuance of a building permit related thereto. The amounts of such capital connection fees shall be in accordance with the following schedule:

<b>Water and Wastewater Capital Connection Fees (Per ERC)</b>	
<b>System</b>	<b>Fee Per ERC</b>
Water	\$2,790



Wastewater	\$1,500
ERC Water (ADF)	<del>300</del> 250 gpd
ERC Wastewater (MTMADF)	250 gpd
Multi-family residential dwelling units, as defined in the Village of Indiantown Land Development Regulations, shall be subject to the following ERC factors:	
<b>Multi-family ERC Factors</b>	
Multi-family Unit Size	ERC Factor per Unit
Fewer than 3 bedrooms and less than 1,201 square feet	0.50
3 or more bedrooms or greater than 1,200 square feet	1.00

**SECTION 3. ADJUSTMENTS.** Those water ERCs paid for at the 250 gpd water ERC specification of Ordinance No. 01-2023 prior to the effective date of this ordinance shall nevertheless constitute full water ERCs.

**SECTION 4. SEVERABILITY.** The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

**SECTION 5. CODIFICATION.** The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Village of Indiantown, and the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that sections other than Section 2 of this Ordinance shall not be codified. The codifier is granted liberal authority to codify the provisions of this Ordinance.

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

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect upon adoption.

**PASSED** on first reading on the \_\_\_\_\_ day of January, 2025.

**ADOPTED** on second reading on the \_\_\_\_\_ day of January, 2025.

Village of Indiantown, Florida

ATTEST:

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

\_\_\_\_\_  
Carmine DiPaolo  
Mayor

REVIEWED FOR FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Wade C. Vose, Esq.  
Village Attorney

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: January 23, 2025

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Discussion on Strategic Planning Session Date and Time

SUMMARY OF ITEM: The Village of Indiantown (Village) Council has expressed a desire to have a strategic planning session (session) for the new year, 2025. Staff presently has Upstairs Communications LLC, Ike Crumpler, on contract for marketing and public relations activity, and believes Mr. Crumpler could be utilized to facilitate the session, as he has facilitated strategic planning sessions for other organizations.

Staff is requesting the Council discuss and determine an appropriate date and time. Based upon conversations with Mr. Crumpler, the cost would not exceed \$3,000. Staff would like to have the session in February 2025 before the legislative sessions begin in March.

FISCAL IMPACT STATEMENT: Not to exceed \$3,000, unless there are unforeseen circumstances.

RECOMMENDATION:

PREPARED BY: Tayn G. Kryzda, Village Manager

DATE: 12/12/2024