



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

October 9, 2025

6:00 PM

15516 SW Osceola Street Suite C. Indiantown, Florida 34956

VILLAGE COUNCIL

CARMINE DIPAOLO, MAYOR

PHYLLIS WATERS BROWN, VICE MAYOR

ANGELINA PEREZ, COUNCILMEMBER

VERNESTINE PALMER, COUNCILMEMBER

KAREN ONSAGER, COUNCILMEMBER

ADMINISTRATION

TARYN KRYZDA, VILLAGE MANAGER

WADE C VOSE ESQ, VILLAGE ATTORNEY

LARHONDA MCBRIDE, VILLAGE CLERK

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

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

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony.

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.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

Presentation Supervisor of Elections Vicki Davis

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.*

COMMITTEE REPORTS

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

September 25, 2025 Minutes- Budget and Millage Final Hearing

September 25, 2025 Minutes- Regular Village Council Meeting

1-Year Renewal Agreement for Professional Services for The Griffin Group FL, LLC for Lobbying Services for the Village of Indiantown

REGULAR AGENDA

Appointments to the Indiantown Community Trust Fund Advisory Committee

The Council appoints individuals for the Indiantown Community Trust Fund Advisory Committee, assigns a councilmember, and provides further direction to staff.

Approval of the Carnival Agreement between the Village of Indiantown and Deggeller Attractions, Inc.

Staff recommends that the Council authorize the Mayor to sign the Carnival Agreement on behalf of the Village of Indiantown.

Approval to Initiate Documentation to Martin County (County) and Florida Department of Transportation (FDOT) to Consider Including a Project for Planning and Funding Purposes for the Alignment of SW Allapattah Road and SW Dr. Martin Luther King Jr. Drive in Indiantown.

The Council approve utilizing the Village Engineer to provide the necessary documentation for a FDOT project application submittal to Martin County and a letter from the Village requesting the County have FDOT include a project for the alignment of SW Allapattah Road and SW Dr. Martin Luther King Jr. Drive in their future project lists for planning and funding.

DISCUSSION ITEMS

Submittal of Synopsis from Strategic Planning Session on August 9, 2025

Council receives the information and discusses as warranted.

PUBLIC COMMENT

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

ANNOUNCEMENTS

NEXT REGULAR MEETING (ANNOUNCE TIME, DATE AND LOCATION)

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Presentation Supervisor of Elections Vicki Davis

SUMMARY OF ITEM: Presentation Supervisor of Elections Vicki Davis, Elections Update

FISCAL IMPACT STATEMENT: NA

RECOMMENDATION:

PREPARED BY: LaRhonda McBride DATE: 10/03/25

ATTACHMENTS:
Description

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: September 25, 2025 Minutes- Budget and Millage Final Hearing

SUMMARY OF ITEM: September 25, 2025 Minutes- Budget and Millage Final Hearing

FISCAL IMPACT
STATEMENT:

RECOMMENDATION:

PREPARED BY: LaRhonda McBride DATE: 10/03/25

ATTACHMENTS:

Description

[250925 Final Budget Hearing DRAFT LM.docx](#)



VILLAGE OF INDIANTOWN

FINAL BUDGET HEARING MINUTES SEPTEMBER 25, 2025 6:00 PM

15516 SW Osceola Street, Suite C
Indiantown, Florida 34956

Call to Order: 6:01 P.M.

Present: Mayor Carmine Dipaolo
Vice Mayor Angelina Perez
Council Member Vernestine Williams- Palmer
Council Member Phyllis Waters Brown
Council Member Karen Onsager

Staff: Village Manager Taryn Kryzda, Village Attorney Wade Vose, Finance Director Michael Florio, Parks and Recreation Director Deborah Resos, Parks and Recreation Supervisor Brian Green, Community Development Director Deanna Freeman, Administrative Assistant Joshua Almeida, and Village Clerk LaRhonda McBride

Invocation: Pastor Rick Williams

Pledge of Allegiance: led by Mayor Carmine Dipaolo

Sheriff John Budensiek of the Martin County Sheriff's Office gave a brief presentation and introduced the new Lieutenant McCarthy for Indiantown.

Lieutenant McCarthy gave brief comments.

Council Members individually gave thanks to the Sheriff and Martin County Sheriff's Office as a whole.

Regular Agenda:

1. **RESOLUTION NO 011-2025:** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXATION FOR FISCAL

YEAR 2025-2026; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Dipaolo introduced the item.

Attorney Wade Vose read Resolution 011-2025 aloud by title only.

Village Manager Kryzda presented the item.

Mayor Dipaolo opened the Public Hearing.

Public Comment: Ben Sweatland introduced himself (President Indianwood HOA)

Mayor Dipaolo closed the Public Hearing.

Motion was made by Council Member Williams-Palmer to adopt Resolution 011-2025 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXATION FOR FISCAL YEAR 2025-2026; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

2. **RESOLUTION 012-2025:** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Attorney Wade Vose read Resolution 012-2025 aloud by title only.

Village Manager Kryzda presented the item.

Mayor Dipaolo opened the Public Hearing.

Public Comment: Ben Sweatland introduced himself (President Indianwood HOA)

Mayor Dipaolo closed the Public Hearing, there being no one to speak, he closed the Public Hearing and requested for a motion on the item.

Motion was made by Council Member Waters Brown to adopt Resolution 012-2025 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR SEVERABILITY AND AN

EFFECTIVE DATE, with the Deputy Manager position removed from the budget. Motion was seconded by Council Member Williams-Palmer. Motion passed 4-1 with Council Member Onsager dissenting.

Adjourn: 6:22 P.M.

ATTEST:

LaRhonda McBride
Village Clerk

Carmine Dipaolo
Mayor

Date

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: September 25, 2025 Minutes- Regular Village Council Meeting

SUMMARY OF ITEM: September 25, 2025 Minutes- Regular Village Council Meeting

FISCAL IMPACT
STATEMENT:

RECOMMENDATION:

PREPARED BY: LaRhonda McBride DATE: 10/03/25

ATTACHMENTS:

Description

[250925 Regular Village Council.docx](#)



VILLAGE OF INDIANTOWN

REGULAR VILLAGE COUNCIL MEETING SEPTEMBER 25, 2025 6:30 PM

15516 SW Osceola Street, Suite C
Indiantown, Florida 34956

Call to Order: 6:32 P.M.

Present: Mayor Carmine Dipaolo
Vice Mayor Angelina Perez
Council Member Vernestine Williams- Palmer
Council Member Phyllis Waters Brown
Council Member Karen Onsager

Staff: Village Manager Taryn Kryzda, Village Attorney Wade Vose, Finance Director Michael Florio, Parks and Recreation Director Deborah Resos, Parks and Recreation Supervisor Brian Green, Community Development Director Deanna Freeman, Administrative Assistant Joshua Almeida, and Village Clerk LaRhonda McBride

Meeting Called to Order by Attorney Wade Vose

Invocation: Village Clerk LaRhonda McBride

Pledge of Allegiance: led by Mayor Carmine Dipaolo

Special Presentations

1. Presentation on Youth Sports in Indiantown by Mr. Jeff Leslie

Scott Watson spoke in support of youth sports

Council Member Onsager provided comments regarding the importance of a Youth Sports Program.

Reorganization of Village Council Members:

Attorney Vose explained the item and method for the processing of selecting a Mayor and Vice Mayor.

NOMINATIONS FOR OFFICE OF MAYOR 2025-2026

- Council Member Waters Brown nominated Council Member Angelina Perez
- Council Member Onsager nominated Council Member Carmine Dipaolo

No additional nominations, nominations were closed. Request for council comments were made

Council Member Onsager provided comments supporting her nomination.

Council Member Perez declined the nomination for the Office of Mayor.

Attorney Vose called for public comment.

Public Comment was provided by Scott Watson

Motion was made by Karen Onsager approving Carmine Dipaolo as Mayor for 2025-2026. Motion was seconded by Vernestine Williams-Palmer and approved unanimously.

NOMINATIONS FOR OFFICE OF VICE MAYOR 2025-2026

- Council Member Angelina Perez nominated Phyllis Waters Brown and seconded by Karen Onsager

No additional nominations, council comments, or public comments. Nominations were closed.

Motion was made by Vernestine Williams-Palmer approving Phyllis Waters Brown as Vice Mayor for 2025-2026. Motion was seconded by Karen Onsager and approved unanimously.

PUBLIC COMMENT:

Linda Nycum provided public comment to council regarding her desires and expectations of the council.

COMMENTS BY VILLAGE COUNCIL MEMBERS:

Council Member Williams Palmer thanked everyone for their attendance.

Vice Mayor Waters Brown announced the Community Clean Up for Saturday September 27, 2025, starting at 7:00 at Post Family Park. She advised that volunteers were still needed. Waste Management would be coming around for bulk items. HazMobile will be parked over on the vacant lot across from Hitchcock's.

COMMITTEE REPORT: None

COMMENTS BY VILLAGE MANAGER:

Village Manager Kryzda discussed a letter from a local company requesting a local sponsor that will be coming back to the council. Attorney Wade's Office is reviewing.

Village Manager Kryzda also announced that the BDB Luncheon is on Monday October 6, 2025, and the Joint Meeting will be held on October 3, 2026.

Request for a filling for a Representative from Indiantown for the MPO Bicycle and Pedestrian Advisory Committee (BPAC) does not have to be council member, can be a representative from the public.

Village Manager requested for council members to advise her when they are not able to attend committee meetings

Council Member Waters Brown requested for update on the information for the property assessment and also to schedule another strategic planning to outline where we are going as a municipality.

Village Manager Kryzda stated she would request the update from the last Strategic Planning Meeting.

Vice Mayor Waters Brown asked if there was any way the Council could meet to discuss things while be in compliance with the Sunshine Law.

Village Manager Kryzda stated she would look at some dates and methods in which they could meet. She provided an update from Kimley Horn regarding the structural assessment of Village Hall.

APPROVAL OF AGENDA:

Motion was made to approve the Agenda by Council Member Onsager. Motion was duly seconded by Council Member Williams-Palmer and approved unanimously.

CONSENT AGENDA:

2. Motion was made to approve the Consent Agenda by Council Member Onsager. Motion was duly seconded by Council Member Williams- Palmer and approved unanimously.
 - Approval of Minutes September 11, 2025, Budget
 - Approval of Minutes September 11, 2025, Village Council
 - Interlocal Agreement 1-Year Renewal Martin County Building Official

REGULAR AGENDA:

3. Reorganization of Council Committee Appointments
 - **Indiantown Chamber of Commerce**
Primary: Waters Brown Alternate: Williams-Palmer
 - **Indiantown Community Trust Fund**
Primary: Williams-Palmer Alternate: Perez
 - **Martin County Business Development Board**
Primary: Dipaolo Alternate: Perez
 - **Martin County EMS Advisory Council**
Primary: Palmer Alternate: Waters Brown
 - **Martin County MPO**
Primary: Dipaolo Alternate: Waters Brown
 - **Treasure Coast Council of Local Government**
Primary: Perez Alternate: Dipaolo
 - **Treasure Coast Regional League of Cities**
Primary: Waters Brown Alternate: Perez
 - **Treasure Coast Regional Planning Council**
Primary: Waters Brown Alternate: Williams-Palmer

Village Manager Kryzda asked for a representative for the MPO Bicycle Pedestrian Advisory Committee (BPAC). The board meets quarterly on a Monday.

Council Member Vernestine Williams-Palmer nominated Carolyn Parker for this committee.

Village Manager Kryzda provided a brief summary of the board.

Nominee Carolyn Parker asked for the location, dates, and times of the meetings. Ms. Parker agreed to be the Representative for the MPO BPAC for Indiantown.

4. Approval for Contract Award of 2025-02 Parks Landscaping Maintenance to Terracon Services, Inc. in the amount not to exceed \$72,903 for the 3 Village Parks.

Parks Director Debbie Resos provided a brief description for the contract.

Council Member Vernestine Williams-Palmer asked if the funding was approved. Vice Mayor Waters Brown asked how many parks were considered for the contract.

Parks Director advised that the funding was approved in the budget and the contract was for the maintenance for 3 parks.

Motion was made by Council Member Onsager to approve the contract with Terracon Services, Inc in the amount not to exceed \$72,903, Motion was duly seconded by Council Member Williams-Palmer and approved unanimously.

5. Acceptance and Approval of Florida Department of Environmental Protection (FDEP) Vulnerability Assessment Grant

Village Manager Kryzda provided brief overview of the purpose of the item.

Utilities and Public Works Director provided an additional overview of the item and requested for approval of the item and approval for the mayor to sign documentation.

Village Manager Kryzda explained that the agreement was a piggyback from a previous agreement from a prior agreement.

Council Member Williams-Palmer asked if we currently had the funding and Mr. Nolan explained that signing this agreement was a step headed in that direction to receive the funding.

Vice Mayor Waters Brown asked how long the assessment was for. Mr. Nolan provided typical timelines for grant assessments.

Motion was made by Council Member Onsager to approve to Accept and Approve Florida Department of Environmental Protection (FDEP) Vulnerability Assessment Grant. Motion was duly seconded by Council Member Williams-Palmer and approved unanimously.

PUBLIC COMMENT:

Sheila Rosario provided comments to the board about things happening in the community.

Village Kryzda provided information on the Indiantown Community Trust Fund Committee Members. Mr. Vose will look into an amendment to the committee members to provide additional members from the other communities.

ANNOUNCEMENTS:

Council Member Perez mentioned that the next Family Market will be held at Big Mound Park on October 1st at 8:00 AM and the next Regular Food Drive is on October 9th at 8:00 AM in Booker Park

Next Regular Meeting: October 9, 2025, at 6:00 pm

Adjourn: 6:22 P.M.

ATTEST:

LaRhonda McBride
Village Clerk

Carmine Dipaolo
Mayor

Date

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: 1-Year Renewal Agreement for Professional Services for
The Griffin Group FL, LLC for Lobbying Services for the
Village of Indiantown

SUMMARY OF ITEM:

FISCAL IMPACT
STATEMENT:

RECOMMENDATION:

PREPARED BY: LaRhonda McBride DATE: 10/03/25

ATTACHMENTS:

Description

[VILLAGE OF INDIANTOWN 2025 AGREEMENT FOR PROFESSIONAL
SERVICES.docx](#)

[Griffin Group - VOI Standard Contract Addendum - prep 10-03-25.docx](#)



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 15th day of October, 2025, by and between the Village of Indiantown. (hereinafter called the “Client”) and The Griffin Group FL, LLC, a Florida limited liability corporation (hereinafter called the “Consultant”).

WITNESSETH

That in consideration of the mutual covenants and agreements herein contained the parties hereto as follows:

1. The Client does hereby engage and retain the Consultant as its Consultant for and during the period commencing on October 15th, 2025 and ending on the 14th day of October, 2026 for support, training, education, and technical assistance related to the Client’s needs.
2. The Consultant accepts such retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by the Consultant and designated as responsibilities to be assumed by Consultant.
3. The Client shall pay to the Consultant as compensation for the services to be performed as hereinbefore set forth the sum of Sixty Thousand Dollars (\$60,000.00) over a period of twelve (12) months. The sum of Five Thousand Dollars (\$5,000.00) will be payable in twelve monthly installments in advance on the first day of each and every month during such term beginning October 15th, 2025.
4. In addition to the compensation hereinbefore set forth, the Client may reimburse the Consultant for all reasonable and necessary out-of-pocket and travel expenses. All expenses greater than \$500.00 must be approved by the Client prior to the incursion of the expense.

5. It is understood that the Consultant may also provide consulting and lobbying services for other clients during the term of this Agreement. The Consultant, however, will not undertake any responsibilities or engage in any activities which reasonably conflict with the interests of the Client. The Consultant shall disclose to the Client in writing any situation which may reasonably present a conflict of interest.

6. Disclosure Requirements:

(a) Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity which includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis with such compensation reports being subject to a random audit on an annual basis.

(b) The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client including specific bill numbers. The Florida House of Representatives also requires lobbying firms representing public sector clients to post the lobbying contract on a public website.

(c) Florida lawyers who engage in lobbying activity for a client are bound by Rules Regulating the Florida Bar which provide that information relating to a client's representation are confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives under subparagraphs (a) and (b) above, is considered confidential by the Florida Bar, as such, by entering into this Agreement, Client consents to the disclosure of the required information.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

THE VILLAGE OF INDIANTOWN

_____ By: Taryn Kryzda, "Client"

_____ Date

THE GRIFFIN GROUP FL, LL



Keaton Alexander Griffin

By: Keaton Alexander Griffin "Consultant"

10/3/25 Date

VILLAGE OF INDIANTOWN, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 15th day of October, 2025, by and between the VILLAGE OF INDIANTOWN, a Florida municipal corporation, hereinafter referred to as the “Village”, and **The Griffin Group FL, LLC** hereinafter referred to as “Contractor”, concerning that certain agreement entitled **Agreement for Professional Services** and dated the 15th day of October, 2025 (“Agreement”).

WITNESSETH:

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

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

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

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

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, Sections 282.3185(5) and (6), Fla. Stat., impose certain obligations on local governments with respect to cybersecurity and data management, and Section 287.05701, Fla. Stat., imposes upon local governments a prohibition against considering social, political, or ideological interests in government contracting; and

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

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an

officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 15516 SW OSCEOLA ST., SUITE B, INDIANTOWN FL 34956, 772-587-9900, LMCBRIDE@INDIANTOWNFL.GOV.**

3. 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 Circuit Court on an expedited basis to enforce the requirements of this section.

4. 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.

5. 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.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Village as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, 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, Florida Statutes.

7. 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.

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

9. 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.

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

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Village if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the Village and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the Village must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Fla. Stat., the Village has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The Village shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Village is exempt from same by Florida law, including but not limited to any sales or use tax.

15. 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.

16. 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:

The Griffin Group FL, LLC

Print Name: _____

Title: _____

Date: _____

VILLAGE OF INDIANTOWN:

Name: Taryn Kryzda

Title: Village Manager

Date: _____

(Complete if signed by Mayor:)

ATTEST:

LaRhonda McBride, Village Clerk

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

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

SUMMARY OF ITEM:

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

The advisory committee structure, per the PUD agreement, requires two ICL members, one Councilmember, four community members (one from Booker Park and one from Indianwood). There was a committee formed, projects were awarded funding in the form of a grant per a formal application process and funds within the trust fund were disbursed accordingly. The last actions taken by the committee were in 2024. At that time, the committee consisted of Council member Susan Gibbs-Thomas, Village Manager Taryn Kryzda, Kimberly Jackson Brown, and Linda Nycum,

The trust fund balance has grown to roughly \$130,000. The Village has received three application's to be considered as candidates for the committee, Linda Nycum, Anthony Zwiener and Sheila Rosario. Staff is seeking direction from the Council on how to proceed and, requesting a Council member be assigned to be on the committee.

**FISCAL IMPACT
STATEMENT:**

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

require staff time.

RECOMMENDATION: The Council appoints individuals for the Indiantown Community Trust Fund Advisory Committee, assigns a councilmember, and provides further direction to staff.

PREPARED BY: Deborah Resos **DATE:** 08/15/25

ATTACHMENTS:
Description

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Approval of the Carnival Agreement between the Village of Indiantown and Deggeller Attractions, Inc.

SUMMARY OF ITEM: This contract is for the operation of amusement rides and concessions between the Village of Indiantown and Deggeller Attractions for the Heritage Festival. The Heritage Festival is scheduled to take place at Timer Powers Park from January 22 - 25, 2026.

FISCAL IMPACT STATEMENT: The agreement provides the Village of Indiantown with 25% of all gross midway ride credits and armband sales and 15% of gross revenue for all food concessions. This is the first year of this event, and the contract is expected to offset the costs incurred by the Village to hold the event.

RECOMMENDATION: Staff recommends that the Council authorize the Mayor to sign the Carnival Agreement on behalf of the Village of Indiantown.

PREPARED BY: Deborah Resos DATE: 09/23/25

ATTACHMENTS:
Description
[Carnival Agreement.pdf](#)

CARNIVAL AGREEMENT

THIS CARNIVAL AGREEMENT (hereafter the "Agreement") is made and entered into effective _____ October 9 _____, 2025, by and between the Village of Indiantown, a Florida municipal corporation, P.O. Box 398, Indiantown, Florida 34956-0398 (hereinafter "Organizer") and Deggeller Attractions, Inc., a Florida Corporation, P.O. Box 238, Stuart, Florida, 34995 (hereinafter "Deggeller").

WHEREAS, Organizer desires to put on an event called the "Celebrate Martin County Heritage Festival" ("Festival"); and

WHEREAS, Deggeller is in the business of furnishing carnivals and festivals throughout the State of Florida; and

WHEREAS, the Festival is to take place at Timer Powers Park (the "Park"), located at 14100 Citrus Blvd, Indiantown, Florida 34956, which is owned and operated by Martin County, and the details of the Festival and this Agreement shall be subject to the terms and conditions of any permit that may be issued by Martin County (the "County Permit").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree:

1. **Festival Location and Dates.** Deggeller agrees to furnish a complete carnival, to be called the Celebrate Martin County Heritage Festival ("Festival"), and to exhibit and operate the Festival at Timer Powers Park in Indiantown, Florida, for a period of four (4) days, commencing January 22, 2026, and ending January 25, 2026. The Organizer's ability to host the Festival is contingent upon the issuance of an appropriate permit or other authorization by Martin County.
2. **Term.** This Agreement shall commence upon execution by both Parties and shall remain in effect through the completion of the Festival, scheduled to take place commencing on January 22, 2026 and ending January 25, 2026, including thirty (30) additional days after the Festival to allow for cleanup and accounting. Upon mutual written agreement of the Parties, this Agreement may be renewed for two additional terms for festivals to be held in 2027 and 2028 at dates to be determined by the Parties.
3. **Deggeller Responsibilities.** Deggeller agrees to the following:
 - a. Deggeller will provide and operate between 12 and 15 portable amusement rides with additional carnival games, concessions, and other attractions during the dates of the Festival. All rides and attractions shall pass inspection by the State of Florida not later than 12:00 noon of January 22, 2026.
 - b. Deggeller will supply additional dumpsters and portable restrooms during the Festival in quantities sufficient to satisfy the requirements of the County. Deggeller will maintain these facilities in a clean and sanitary condition throughout the

duration of the Festival and shall promptly remove these facilities following the conclusion of the Festival.

- c. Prior to the execution of this Agreement, Deggeller will prepare and provide to Organizer a site map of the event, which will include, but will not be limited to the locations of parking, restrooms, trash receptacles, amusement rides, and concessions. The site map shall be attached to this Agreement as Exhibit "A" and incorporated herein by reference, and the ground layout of the Festival will be as set out in such site map.
- d. Deggeller will sell all ride credits and armbands on the midway and will provide all staff needed to do so. Deggeller will utilize their automated paperless Fun Pass system that requires a two dollar (\$2.00) activation fee (collected by Deggeller) for each armband or Fun Pass card purchased. Deggeller shall determine Armband and Credit pricing no later than 30 days before the start of the Festival.
- e. Deggeller shall provide 24 hour security for each day that Deggeller maintains equipment at the Park.
- f. Deggeller will provide electrical power from its own diesel units to operate all Deggeller equipment on the midway.
- g. Deggeller shall clean the midway area each day of the Festival and following the Festival.
- h. Deggeller will set up and dismantle all equipment in a manner that protects the safety of employees and guests and protects the condition of the Park. After the conclusion of the Festival, Deggeller shall cause the Park to be in the same condition that it was at the beginning of the Term.
- i. Deggeller employees will undergo screening for illegal drugs and Level 2 background checks prior to commencing work at the Festival. Deggeller employees will carry a valid identification card at all times. Deggeller employees will strive to maintain supreme customer service and will be in clean uniforms during the hours of operation. Deggeller shall furnish to the Organizer and the County an affidavit identifying its staff members who will be, or may be, working the event and affirmation that they have passed the Level II background check. Any vendor or staff member who has been arrested for and is awaiting final disposition of any crime enumerated in Section 435.04, Fla. Stat. is not authorized to work the event. Organizer and the County assume no liability for the recruitment, selection, and/or background screening of Deggeller's personnel. An updated list shall be provided ten (10) days prior to the event.
- j. Deggeller will comply with all federal, state, and local laws, regulations, and the terms of the County Permit.

- k. Deggeller shall comply with all applicable provisions of Title I, Title II, and/or Title III of the American with Disabilities Act (ADA) in the course of providing any services, program, and/or activities regarding nondiscrimination on the basis of disability and all applicable regulations, guidelines and standards.
 - l. Deggeller shall not subcontract any of its responsibilities to any other contractor who has not met all the requirements stated in this agreement.
 - m. Deggeller will submit to the Organizer a report of gross revenue from the Festival within thirty (30) days following the conclusion of the Festival.
- 4. **Payment.** Deggeller agrees to pay Organizer the following amounts within thirty (30) days following the conclusion of the Festival:
 - 25% of all gross midway ride credit and armband sales; and
 - 15% of gross revenue of food concessions.
- 5. **Organizer Responsibilities.** Organizer agrees to the following:
 - a. Organizer shall coordinate with Martin County regarding the reservation and issuance of a permit for the use of the Park.
 - b. Organizer shall request from Martin County the use of bleachers for the Festival.
 - c. Organizer shall provide adequate space to support all Deggeller support equipment and storage trailers.
 - d. Organizer shall provide reasonable access to the Park for Deggeller's setup, operation, and teardown activities, subject to the terms of the permit issued by Martin County.
- 6. **Insurance and Indemnification.**
 - a. Insurance.
 - i. During the Term of this Agreement, Deggeller shall purchase and maintain in full force and effect, at Deggeller's own expense, for the benefit of Deggeller, and Organizer and Martin County as additional insureds and loss payees, insurance policies conforming to the following insurance requirements:
 - a. General Liability: No less than \$1M/\$2M limits on an occurrence form policy.
 - b. Workers Compensation: Statutory limits and employers' liability of no less than \$100,000 each accident, \$100,000 each disease/employee, and \$500,000 each disease maximum limit from

- an AM Best rating of A:VII or greater for insurance carriers.
- c. Auto Liability: No less than \$1M combined single limit covering any auto, including owned, hired, and non-owned autos.
 - d. Excess or Umbrella Liability: No less than \$4M per occurrence limit and \$4M aggregate limit.
 - e. Additional Coverage: The Village may require the vendor obtain higher coverage limits and/or additional insurance policies as necessary due to the nature of the event.
 - f. Certificate of Insurance Policy Requirements both prohibited and permitted rides:
 - i. Name of the event and activity dates shall be in the description portion in the COI. Activity dates shall include all dates the rides are on County property, including dates of set up, breakdown, and storage.
 - ii. Each insurance policy shall include a waiver of subrogation. Each insurance policy, except Worker's Compensation, shall include Village as an additional insured and should be shown on the COI as "the Village of Indiantown, a Florida municipal corporation, and its officers, directors, employees, agents, and representatives".
 - iii. With the exception of Workers' Compensation, all policies shall apply as primary and non-contributory.
 - iv. Certificate Holder:
Village of Indiantown
Attn: Parks and Recreation
15516 SW Osceola St., Suite B
Indiantown, Florida 34956
 - v. Affidavit from the insurance company's authorized representative identifying the type(s) of equipment and amusement rides insured under the policy.
- ii. The insurance coverages procured by Deggeller as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to Deggeller, and any other insurance, or self-insurance available to Deggeller will be considered secondary to, or in excess of, the insurance coverage(s) procured by Deggeller as required herein. Such policy or policies shall contain a provision whereby Organizer and Martin County must receive at least thirty (30) days prior written notice of any cancellation of Deggeller's insurance coverage.
 - iii. The insurance coverages procured by Deggeller as required herein shall be effective during all times at which Deggeller equipment shall be at the Park. In the event Deggeller fails to comply with this insurance requirement, files bankruptcy, assigns this contract, and/or R. Andy Deggeller ceases being principals of Deggeller Attractions, Inc., the Organizer may, at Organizer's option, with written notice to Deggeller, terminate this Agreement at any

time.

b. Indemnification.

- i. Deggeller shall defend, indemnify, and hold harmless the Organizer, Martin County, and all of Organizer's and Martin County's respective officers, agents, and employees (hereinafter collectively "Indemnified Parties" and singularly "Indemnified Party") from all claims and losses by reason of any accident or damage to any person or property happening on or about the Park, whether arising from acts or omissions of Deggeller or Deggeller's Agents or otherwise. Deggeller shall indemnify and hold Indemnified Parties harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Park, or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, whether resulting from the acts or omissions of Deggeller or Deggeller's Agents or otherwise. Deggeller recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Indemnified Parties when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Organizer in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required by the Agreement shall not relieve Deggeller of its liability and obligation to defend, hold harmless and indemnify the Indemnified Parties as set forth in this paragraph. Such indemnification shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to be the Indemnified Parties' exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the an Indemnified Party to indemnification, that Indemnified Party shall give notice thereof to Deggeller which notice shall be accompanied by a copy of statement of the claim. Following the notice, Deggeller shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Deggeller shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the Indemnified Party decides to participate in the proceeding or defense, the Indemnified Party shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to Deggeller, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable

for the defense, compromise or settlement of such claim.

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

c. Nothing in this Agreement extends, or shall be construed to extend, Organizer's liability beyond that provided in Section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or shall be construed as consent, by Organizer to be sued by third parties in any matter arising out of this Agreement.

7. **Agreement Subject to County Approval.**

a. **Subject to County Approval.** The terms of this Agreement are subject to Martin County's approval for the use of Timer Powers Park. Should Martin County impose any additional requirements or conditions as part of its approval, the Parties agree to modify this Agreement as necessary to comply with those requirements.

b. **Termination.** This Agreement may be terminated by either Party if Martin County does not issue a permit for the Festival to be held at Timer Powers Park.

8. **Force Majeure.** Neither party to this contract will be held liable if failure or delay in the performance of this Agreement arises from fire, flood or other industrial disturbances, inevitable accidents, acts of terrorism, riot or insurrection, declared pandemic, labor or hourly law changes, to the extent the party affected is necessarily prevented or delayed thereby and only during the continuance of any such happening or event. Failure to so notify either party of a Force Majeure event in a timely manner shall constitute a waiver of that party's right to claim such an event for a failure of performance of any portion of this contract.

9. **Amendment.** This Agreement constitutes the entire Agreement entered into by the parties and may not be amended or changes in any form except by a written amendment to this Agreement signed by both parties.

10. **Venue and Jurisdiction.** 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORGANIZER:

VILLAGE OF INDIANTOWN,
a municipal corporation

By: _____

Carmine Dipaolo, Mayor

Date executed by Village: _____

ATTEST:

LaRhonda McBride, Village Clerk

DEGGELLER:

DEGGELLER ATTRACTIONS, INC., a
Florida corporation

By: _____


Andy Deggeller, CEO

Date executed by Deggeller: 9/16/2025

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Approval to Initiate Documentation to Martin County (County) and Florida Department of Transportation (FDOT) to Consider Including a Project for Planning and Funding Purposes for the Alignment of SW Allapattah Road and SW Dr. Martin Luther King Jr. Drive in Indiantown.

SUMMARY OF ITEM: SW Allapattah Road is a County owned road which connects to SR710 at roughly one-fifth (0.20) of a mile south of SW Dr. Martin Luther King Jr. Drive. Due to safety concerns that have been raised, FDOT has agreed to perform a feasibility analysis for signalization at SW Allapattah Road and SR710.

The Village of Indiantown (Village) has discussed having SW Allapattah Road aligned with Dr. Martin Luther King Jr. Drive. The Metropolitan Planning Organization (MPO) has provided the Village with the necessary documents that would need to be submitted to Martin County (County) with a letter requesting the County to request a project for their County owned road to be considered for inclusion in the Florida Department of Transportation (FDOT)'s future planning and funding.

The List of Priority Project Scoping Form (LOOP) and Engineer's Cost Estimate forms have a specific submittal timeline to be received for consideration and inclusion in future work programs. FDOT, in the past, has begun the distribution of the forms in November, with submittal by end of February. In some instances, FDOT may require public outreach

FISCAL IMPACT STATEMENT: The LOPP Scoping Form is a technical document which includes a detailed engineer's cost estimate. The Village Engineer can provide the required information which would be an additional task order. The Village has been collecting mobility fees for projects within the Village. In addition, the

road impact fees the Village collects and remits to Martin County are to be utilized in specific areas within western Martin County, so there is funding available to cover the expense for the completion of the LOPP form and cost estimate.

Staff has asked for a quote to perform the additional tasks, and once received, if it exceeds the internal approval threshold (\$15,000) it will be placed on a future agenda for authorization to proceed.

RECOMMENDATION: The Council approve utilizing the Village Engineer to provide the necessary documentation for a FDOT project application submittal to Martin County and a letter from the Village requesting the County have FDOT include a project for the alignment of SW Allapattah Road and SW Dr. Martin Luther King Jr. Drive in their future project lists for planning and funding.

PREPARED BY: Taryn Kryzda **DATE:** 10/01/25

ATTACHMENTS:

Description

[FDOT project submission allapattah.pdf](#)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

FDOT-District Four New Project Request Project Submission Checklist

Project Title: _____ Date: _____

The following documents and/or attachments are requested to be submitted for any project on the List of Priority Projects (LOPP) that has not been programmed; it is not required for projects previously included on the LOPP or that have phases already in the Work Program. **(NOTE: PD&E projects only require the Checklist, Project Scoping Form, and the Resolution of Support to be submitted.)**

- ☐ Checklist – Completed and signed by all applicable parties. **(Checklist.pdf)**
- ☐ Completed Construction Cost Estimate.
(Prepared by a Professional Engineer from the Agency's Engineering Office or Consultant when possible, to determine the most accurate project costs for programming purposes.)

Select applicable spreadsheet format used: ☐ *FDOT_administered_Cost_Estimate.xlsx*
☐ *LAP_administered_Cost_Estimate.xlsx*

- ☐ Project Scoping Form. **(Scoping Application Form.pdf)**
- ☐ Project Location Map - depicting "Begin" and "End" limits for proposed project. **(Location_Map.pdf)**
- ☐ Existing and Proposed Typical Sections - including existing ROW width and dimensions for all existing and proposed features. Include features that might represent potential conflict such as existing utility poles, lighting, existing fence, etc. **(Typical_Sections.pdf)**
- ☐ Right-of-Way Ownership Verification - Maps or applicable documents denoting ownership for the project. Project location shall be highlighted/noted within provided documents. **(Right-of-Way.pdf)**
(i.e.: Right of way maps, plats, deeds, certified surveys, land-use agreements, right of use permits and/or easements). Copies of original documents required, Screenshots from any website are not allowed.
- ☐ Public Involvement/ Outreach Documentation - detailed public support for specific* projects on how the community support was gathered and evaluated. **(Public_Support.pdf)**
(Public outreach presentations, Sign- in sheets, meeting minutes, flyers, social and/or newsletters)
* Projects that impact mature trees or significant number of trees, residential landscape/hardscape in the existing right-of-way, access to businesses and parking areas are examples of projects requiring early coordination with the residents and property owners to show project support.
- ☐ Required Resolution of Support: **(Resolution.pdf)**

For Projects to be administered by FDOT (Minimum Construction Cost \$500,000):

(For any requests to have a project administered by the Department, FDOT-District Four will determine who is best suited, the Department or the local agency, to administer/deliver proposed projects during the vetting process. All on-system projects and projects to be administered and delivered by FDOT must be vetted by the Department 6 weeks prior to application submittal.)

Select what applies: ☐ On- system project (State road)
☐ Off-system project (Local road) - Agency requests FDOT to administer

- ☐ Letter of consistency from Department providing feedback on the project.
- ☐ Resolution from the applicant's governing board approving the specific project recognizing the Department delivering the project on behalf of the agency for Design and Construction phases.
- ☐ Resolution from the responsible governing board confirming commitment to fund the project's O&M.

(Projects administered by the Department on behalf of the local agency requires a signed Highway Maintenance Memorandum of Agreement (HMMOA) with the Department during Design.)

For Projects to be administered by LAP (Minimum Construction Cost \$250,000):

(All Off-system projects must be administered/delivered by Local Agency unless requested otherwise, as stated above.)

Select what applies: ☐ Off-system project (Local road)

- ☐ Resolution from the applicant's governing board approving the specific project.
- ☐ Resolution from the roadway owner (governing board) that has ownership over the project related right-of-way approving the specific project.
- ☐ Resolution from the responsible governing board confirming commitment to fund the project's Operation & Maintenance (O&M).
- ☐ LAP Eligibility Coordination: **(Initial_LAP_Coordination.pdf)**
Any governmental entity other than the Department of Transportation must be LAP certified to administer any Federal Aid projects. If Agency is seeking to implement any project phase through LAP, then Agency shall start seeking required LAP Certification after project funding is awarded. However, coordination with the District Local Program Administrator shall be initiated at least 6 months prior to application submittal, to discuss the LAP Certification process and eligibility. Proof of coordination shall be provided with application submittal.

☐ Traffic Analysis / Traffic Study Coordination: (Initial_Traffic_Coordination.pdf)

required when/ if:

- ☐ Lane Elimination is proposed, or
- ☐ Traffic signal improvements will result in change of traffic patterns, or
- ☐ Proposed work on off-system road (local road) could potentially affect traffic patterns and/or back up into adjacent on-system road(s) (state road).

(Coordination should be initiated with the District Four Planning Office for requirements review prior to application submittal.) Proof of coordination shall be provided.

☐ Additional Supporting Documentation
(not required, however, if available, it will facilitate review process)

- ☐ Page(s) from local plan or program that references the project.
- ☐ Any supporting data and technical analysis.
- ☐ If the project is part of a corridor study, include page(s) where the project is referenced.
- ☐ If the project is adjacent to any upcoming or currently underway projects, then provide available related documentation.

If any of the above required items are not submitted by Application Submittal date, the application will be considered incomplete and will not be vetted by the Department nor be considered for programming for the current cycle.

Signatures below are required, certifying that the documentation included in application submittal has been reviewed and completed in accordance with this checklist.

Date

Applicant/Agency Representative

Signature

Name/ Title

Date

Applicable T/MPO/TPA Representative

Signature

Name/ Title



LIST of PRIORITY PROJECT (LOPP) SCOPING FORM

Updated: 1/20/2023

General Information:

Project Title: [Click here to enter text](#)

Name of Applicant (If other than Project Sponsor): [Click here to enter text](#)

Project Sponsor: [Click here to enter text](#)
(municipality, county, state, federal agency, or tribal council)

Contact Person: [Click here to enter text](#)

Title: [Click here to enter text](#)

Email: [Click here to enter text](#)

Phone Number: [Click here to enter text](#)

Sponsor Address: [Click here to enter text](#)
[Click here to enter text](#)

(All of the following items are **required** - applications without this information cannot be reviewed)

1 Project Description:

Road Name: [Click here to enter text](#)

Road Number: [Click here to enter text](#)
(US, SR, CR, etc.)

☐ Local Road
(Off-System)

☐ State Road
(On-System)

[**NOTE:** Proposed on-system projects (i.e.: **ON the State Highway System**) must be discussed with / vetted by the Department at least **6 weeks prior** to the application submittal.

Off-system projects will be delivered by the Local Agency through the LAP process; On-system projects will be administered/delivered by FDOT.

Select complex projects (i.e.: Bridges carrying traffic, over traffic, over major waterways) may be better to be delivered by the Department. The Department will determine who is best suited to administer/deliver complex projects during the vetting process.

Resolution of support from the Agency designing and constructing the project is required with the application submittal.]

Project Limits: (to be listed from South to North and/or from West to East as applicable)

Begin/From: [Click here to enter text](#)

End/To: [Click here to enter text](#)

- (a) Project Location map (depicting Begin/End limits for proposed project.)
☐ Location map attached. (**Location_Map.pdf**) (*Required*)
- (b) Project Typical Sections – Typical Sections shall be provided - including existing ROW width and dimensions for all existing and proposed features. Include features that might represent potential conflict such as existing utility poles, lighting, exist. fence, etc.
☐ Existing and proposed typical sections attached (**Typical_Sections.pdf**)

2 Project Scope:

- (a) Project Scope of Work

Briefly describe the scope of work of the project. Include major items of work to be built.

(Please type your project scope of work here)

(Please type your description here)

- (b) Describe any public support of the proposed project. (Examples include written endorsement, formal declaration, resolution, public outreach presentations, Sign- in sheets, meeting minutes, flyers, social and/or newsletters)

(Please type your description here)

☐ Public Support Documentation is attached (**Public_Support.pdf**)

3 Cost Estimate:

The total amount of funds allowed to be requested per projects (infrastructure) will vary depending on the selected program.

- (a) Provide detailed project cost estimate. Estimate shall be broken down to eligible and non-eligible project costs. **Estimates are to be prepared and signed by a Professional Engineer from the Local Agency's Engineering office.**

Use the following links to access the basis of estimates manual as well as historical cost information for the project area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

☐ A completed Engineer Cost estimate is attached. (*Required*)

Complete the attached Cost estimates as applicable:

☐ LAP_administered_Cost_Estimate.xlsx

Signature

Name *(please type or print)*

Title

Date

FOR FDOT USE ONLY

Application Complete	☐ Yes	☐ No
Project Eligible	☐ Yes	☐ No
Implementation Feasible	☐ Yes	☐ No
Include in Work Program	☐ Yes	☐ No

Project Description: INSERT PROJECT TITLE

<u>PLEASE NOTE:</u> DESIGN, ENVIRONMENTAL, CEI, AND POST DESIGN SERVICES ARE <u>ESTIMATES ONLY</u>. THESE COSTS MAY CHANGE AFTER CONSTRUCTION AND THE TOTAL COST OF THE PROJECT BASED ON THE PROJECT'S COMPLEXITY. THE LOCAL AGENCY WILL		Subtotal FHWA Participating	Subtotal FHWA Non- Participating	Total Construction Cost Estimate
1. Design	2. Environmental	3. CEI	4. Post Design	5. Construction
6. Other	7. Subtotal	8. Subtotal	9. Subtotal	10. Total

FEE GUIDELINES FOR: DESIGN, FDOT IN-HOUSE CONSTRUCTION SUPPORT, CEI, AND POST DESIGN SERVICES based on percentage of construction cost estimate:

Construction Cost Estimate	\$250K - \$500K	\$500K - \$1.5M	\$1.5M - \$3.5M	\$3.5M - \$5M	\$5M - \$10M	over \$10M
DESIGN (FDOT IN-HOUSE/CONSULTANT) (Phase 32)	45%	35%	19%	17%	15%	15%
FDOT IN-HOUSE CONSTRUCTION SUPPORT (Phase 61)	11%	6%	4%	1.5%	1.5%	1.0%
CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) (Phase 62-01)	17%	13%	11%	14%	14%	13%
POST DESIGN SERVICES (Phase 62-02)	9%	5%	3.5%	2.5%	1.7%	1.5%

Prepared By:

prices can be found at the following link:
<https://www.fdot.gov/transportation/Estimates/HistoricalCostInformation/HistoricalCost.shtml>

Name:

Signature: _____

Date: _____

* * Decorative features such as Brick pavers on sidewalk, decorative signs.

NOTE: Environmental fees consider, but are not limited to, standard Categorical Exclusion (Type 1 or PCE), CRAS Report, Section 4f, Wetland Survey, Endangered Species Relocation, Contamination, Mitigation, etc. Additional fees will be required for: Lane Elimination Analysis and Documentation; Traffic Data Collection; Traffic Projections and Analysis; Public Involvement.

Project Description: INSERT PROJECT TITLE

Pay Item Number*	Pay Item Description*	FHWV Part 1 (Unit)			FHWV Part 2 (Unit)			FHWV Part 3 (Unit)			FHWV Part 4 (Unit)			FHWV Part 5 (Unit)			FHWV Part 6 (Unit)			FHWV Part 7 (Unit)			FHWV Part 8 (Unit)			FHWV Part 9 (Unit)			FHWV Part 10 (Unit)			FHWV Part 11 (Unit)			FHWV Part 12 (Unit)			FHWV Part 13 (Unit)			FHWV Part 14 (Unit)			FHWV Part 15 (Unit)			FHWV Part 16 (Unit)			FHWV Part 17 (Unit)			FHWV Part 18 (Unit)			FHWV Part 19 (Unit)			FHWV Part 20 (Unit)			FHWV Part 21 (Unit)			FHWV Part 22 (Unit)			FHWV Part 23 (Unit)			FHWV Part 24 (Unit)			FHWV Part 25 (Unit)			FHWV Part 26 (Unit)			FHWV Part 27 (Unit)			FHWV Part 28 (Unit)			FHWV Part 29 (Unit)			FHWV Part 30 (Unit)			FHWV Part 31 (Unit)			FHWV Part 32 (Unit)			FHWV Part 33 (Unit)			FHWV Part 34 (Unit)			FHWV Part 35 (Unit)			FHWV Part 36 (Unit)			FHWV Part 37 (Unit)			FHWV Part 38 (Unit)			FHWV Part 39 (Unit)			FHWV Part 40 (Unit)			FHWV Part 41 (Unit)			FHWV Part 42 (Unit)			FHWV Part 43 (Unit)			FHWV Part 44 (Unit)			FHWV Part 45 (Unit)			FHWV Part 46 (Unit)			FHWV Part 47 (Unit)			FHWV Part 48 (Unit)			FHWV Part 49 (Unit)			FHWV Part 50 (Unit)			FHWV Part 51 (Unit)			FHWV Part 52 (Unit)			FHWV Part 53 (Unit)			FHWV Part 54 (Unit)			FHWV Part 55 (Unit)			FHWV Part 56 (Unit)			FHWV Part 57 (Unit)			FHWV Part 58 (Unit)			FHWV Part 59 (Unit)			FHWV Part 60 (Unit)			FHWV Part 61 (Unit)			FHWV Part 62 (Unit)			FHWV Part 63 (Unit)			FHWV Part 64 (Unit)			FHWV Part 65 (Unit)			FHWV Part 66 (Unit)			FHWV Part 67 (Unit)			FHWV Part 68 (Unit)			FHWV Part 69 (Unit)			FHWV Part 70 (Unit)			FHWV Part 71 (Unit)			FHWV Part 72 (Unit)			FHWV Part 73 (Unit)			FHWV Part 74 (Unit)			FHWV Part 75 (Unit)			FHWV Part 76 (Unit)			FHWV Part 77 (Unit)			FHWV Part 78 (Unit)			FHWV Part 79 (Unit)			FHWV Part 80 (Unit)			FHWV Part 81 (Unit)			FHWV Part 82 (Unit)			FHWV Part 83 (Unit)			FHWV Part 84 (Unit)			FHWV Part 85 (Unit)			FHWV Part 86 (Unit)			FHWV Part 87 (Unit)			FHWV Part 88 (Unit)			FHWV Part 89 (Unit)			FHWV Part 90 (Unit)			FHWV Part 91 (Unit)			FHWV Part 92 (Unit)			FHWV Part 93 (Unit)			FHWV Part 94 (Unit)			FHWV Part 95 (Unit)			FHWV Part 96 (Unit)			FHWV Part 97 (Unit)			FHWV Part 98 (Unit)			FHWV Part 99 (Unit)			FHWV Part 100 (Unit)			FHWV Part 101 (Unit)			FHWV Part 102 (Unit)			FHWV Part 103 (Unit)			FHWV Part 104 (Unit)			FHWV Part 105 (Unit)			FHWV Part 106 (Unit)			FHWV Part 107 (Unit)			FHWV Part 108 (Unit)			FHWV Part 109 (Unit)			FHWV Part 110 (Unit)			FHWV Part 111 (Unit)			FHWV Part 112 (Unit)			FHWV Part 113 (Unit)			FHWV Part 114 (Unit)			FHWV Part 115 (Unit)			FHWV Part 116 (Unit)			FHWV Part 117 (Unit)			FHWV Part 118 (Unit)			FHWV Part 119 (Unit)			FHWV Part 120 (Unit)			FHWV Part 121 (Unit)			FHWV Part 122 (Unit)			FHWV Part 123 (Unit)			FHWV Part 124 (Unit)			FHWV Part 125 (Unit)			FHWV Part 126 (Unit)			FHWV Part 127 (Unit)			FHWV Part 128 (Unit)			FHWV Part 129 (Unit)			FHWV Part 130 (Unit)			FHWV Part 131 (Unit)			FHWV Part 132 (Unit)			FHWV Part 133 (Unit)			FHWV Part 134 (Unit)			FHWV Part 135 (Unit)			FHWV Part 136 (Unit)			FHWV Part 137 (Unit)			FHWV Part 138 (Unit)			FHWV Part 139 (Unit)			FHWV Part 140 (Unit)			FHWV Part 141 (Unit)			FHWV Part 142 (Unit)			FHWV Part 143 (Unit)			FHWV Part 144 (Unit)			FHWV Part 145 (Unit)			FHWV Part 146 (Unit)			FHWV Part 147 (Unit)			FHWV Part 148 (Unit)			FHWV Part 149 (Unit)			FHWV Part 150 (Unit)			FHWV Part 151 (Unit)			FHWV Part 152 (Unit)			FHWV Part 153 (Unit)			FHWV Part 154 (Unit)			FHWV Part 155 (Unit)			FHWV Part 156 (Unit)			FHWV Part 157 (Unit)			FHWV Part 158 (Unit)			FHWV Part 159 (Unit)			FHWV Part 160 (Unit)			FHWV Part 161 (Unit)			FHWV Part 162 (Unit)			FHWV Part 163 (Unit)			FHWV Part 164 (Unit)			FHWV Part 165 (Unit)			FHWV Part 166 (Unit)			FHWV Part 167 (Unit)			FHWV Part 168 (Unit)			FHWV Part 169 (Unit)			FHWV Part 170 (Unit)			FHWV Part 171 (Unit)			FHWV Part 172 (Unit)			FHWV Part 173 (Unit)			FHWV Part 174 (Unit)			FHWV Part 175 (Unit)			FHWV Part 176 (Unit)			FHWV Part 177 (Unit)			FHWV Part 178 (Unit)			FHWV Part 179 (Unit)			FHWV Part 180 (Unit)			FHWV Part 181 (Unit)			FHWV Part 182 (Unit)			FHWV Part 183 (Unit)			FHWV Part 184 (Unit)			FHWV Part 185 (Unit)			FHWV Part 186 (Unit)			FHWV Part 187 (Unit)			FHWV Part 188 (Unit)			FHWV Part 189 (Unit)			FHWV Part 190 (Unit)			FHWV Part 191 (Unit)			FHWV Part 192 (Unit)			FHWV Part 193 (Unit)			FHWV Part 194 (Unit)			FHWV Part 195 (Unit)			FHWV Part 196 (Unit)			FHWV Part 197 (Unit)			FHWV Part 198 (Unit)			FHWV Part 199 (Unit)			FHWV Part 200 (Unit)			FHWV Part 201 (Unit)			FHWV Part 202 (Unit)			FHWV Part 203 (Unit)			FHWV Part 204 (Unit)			FHWV Part 205 (Unit)			FHWV Part 206 (Unit)			FHWV Part 207 (Unit)			FHWV Part 208 (Unit)			FHWV Part 209 (Unit)			FHWV Part 210 (Unit)			FHWV Part 211 (Unit)			FHWV Part 212 (Unit)			FHWV Part 213 (Unit)			FHWV Part 214 (Unit)			FHWV Part 215 (Unit)			FHWV Part 216 (Unit)			FHWV Part 217 (Unit)			FHWV Part 218 (Unit)			FHWV Part 219 (Unit)			FHWV Part 220 (Unit)			FHWV Part 221 (Unit)			FHWV Part 222 (Unit)			FHWV Part 223 (Unit)			FHWV Part 224 (Unit)			FHWV Part 225 (Unit)			FHWV Part 226 (Unit)			FHWV Part 227 (Unit)			FHWV Part 228 (Unit)			FHWV Part 229 (Unit)			FHWV Part 230 (Unit)			FHWV Part 231 (Unit)			FHWV Part 232 (Unit)			FHWV Part 233 (Unit)			FHWV Part 234 (Unit)			FHWV Part 235 (Unit)			FHWV Part 236 (Unit)			FHWV Part 237 (Unit)			FHWV Part 238 (Unit)			FHWV Part 239 (Unit)			FHWV Part 240 (Unit)			FHWV Part 241 (Unit)			FHWV Part 242 (Unit)			FHWV Part 243 (Unit)			FHWV Part 244 (Unit)			FHWV Part 245 (Unit)			FHWV Part 246 (Unit)			FHWV Part 247 (Unit)			FHWV Part 248 (Unit)			FHWV Part 249 (Unit)			FHWV Part 250 (Unit)			FHWV Part 251 (Unit)			FHWV Part 252 (Unit)			FHWV Part 253 (Unit)			FHWV Part 254 (Unit)			FHWV Part 255 (Unit)			FHWV Part 256 (Unit)			FHWV Part 257 (Unit)			FHWV Part 258 (Unit)			FHWV Part 259 (Unit)			FHWV Part 260 (Unit)			FHWV Part 261 (Unit)			FHWV Part 262 (Unit)			FHWV Part 263 (Unit)			FHWV Part 264 (Unit)			FHWV Part 265 (Unit)			FHWV Part 266 (Unit)			FHWV Part 267 (Unit)			FHWV Part 268 (Unit)			FHWV Part 269 (Unit)			FHWV Part 270 (Unit)			FHWV Part 271 (Unit)			FHWV Part 272 (Unit)			FHWV Part 273 (Unit)			FHWV Part 274 (Unit)			FHWV Part 275 (Unit)			FHWV Part 276 (Unit)			FHWV Part 277 (Unit)			FHWV Part 278 (Unit)			FHWV Part 279 (Unit)			FHWV Part 280 (Unit)			FHWV Part 281 (Unit)			FHWV Part 282 (Unit)			FHWV Part 283 (Unit)			FHWV Part 284 (Unit)			FHWV Part 285 (Unit)			FHWV Part 286 (Unit)			FHWV Part 287 (Unit)			FHWV Part 288 (Unit)			FHWV Part 289 (Unit)			FHWV Part 290 (Unit)			FHWV Part 291 (Unit)			FHWV Part 292 (Unit)			FHWV Part 293 (Unit)			FHWV Part 294 (Unit)			FHWV Part 295 (Unit)			FHWV Part 296 (Unit)			FHWV Part 297 (Unit)			FHWV Part 298 (Unit)			FHWV Part 299 (Unit)			FHWV Part 300 (Unit)			FHWV Part 301 (Unit)			FHWV Part 302 (Unit)			FHWV Part 303 (Unit)			FHWV Part 304 (Unit)			FHWV Part 305 (Unit)			FHWV Part 306 (Unit)			FHWV Part 307 (Unit)			FHWV Part 308 (Unit)			FHWV Part 309 (Unit)			FHWV Part 310 (Unit)			FHWV Part 311 (Unit)			FHWV Part 312 (Unit)			FHWV Part 313 (Unit)			FHWV Part 314 (Unit)			FHWV Part 315 (Unit)			FHWV Part 316 (Unit)			FHWV Part 317 (Unit)			FHWV Part 318 (Unit)			FHWV Part 319 (Unit)			FHWV Part 320 (Unit)			FHWV Part 321 (Unit)			FHWV Part 322 (Unit)			FHWV Part 323 (Unit)			FHWV Part 324 (Unit)			FHWV Part 325 (Unit)			FHWV Part 326 (Unit)			FHWV Part 327 (Unit)			FHWV Part 328 (Unit)			FHWV Part 329 (Unit)			FHWV Part 330 (Unit)			FHWV Part 331 (Unit)			FHWV Part 332 (Unit)			FHWV Part 333 (Unit)			FHWV Part 334 (Unit)			FHWV Part 335 (Unit)			FHWV Part 336 (Unit)			FHWV Part 337 (Unit)			FHWV Part 338 (Unit)			FHWV Part 339 (Unit)			FHWV Part 340 (Unit)			FHWV Part 341 (Unit)			FHWV Part 342 (Unit)			FHWV Part 343 (Unit)			FHWV Part 344 (Unit)			FHWV Part 345 (Unit)			FHWV Part 346 (Unit)			FHWV Part 347 (Unit)			FHWV Part 348 (Unit)			FHWV Part 349 (Unit)			FHWV Part 350 (Unit)			FHWV Part 351 (Unit)			FHWV Part 352 (Unit)			FHWV Part 353 (Unit)			FHWV Part 354 (Unit)			FHWV Part 355 (Unit)			FHWV Part 356 (Unit)			FHWV Part 357 (Unit)			FHWV Part 358 (Unit)			FHWV Part 359 (Unit)			FHWV Part 360 (Unit)			FHWV Part 361 (Unit)			FHWV Part 362 (Unit)			FHWV Part 363 (Unit)			FHWV Part 364 (Unit)			FHWV Part 365 (Unit)			FHWV Part 366 (Unit)			FHWV Part 367 (Unit)			FHWV Part 368 (Unit)			FHWV Part 369 (Unit)			FHWV Part 370 (Unit)			FHWV Part 371 (Unit)			FHWV Part 372 (Unit)			FHWV Part 373 (Unit)			FHWV Part 374 (Unit)			FHWV Part 375 (Unit)			FHWV Part 376 (Unit)			FHWV Part 377 (Unit)			FHWV Part 378 (Unit)			FHWV Part 379 (Unit)			FHWV Part 380 (Unit)			FHWV Part 381 (Unit)			FHWV Part 382 (Unit)			FHWV Part 383 (Unit)			FHWV Part 384 (Unit)			FHWV Part 385 (Unit)			FHWV Part 386 (Unit)			FHWV Part 387 (Unit)			FHWV Part 388 (Unit)			FHWV Part 389 (Unit)			FHWV Part 390 (Unit)			FHWV Part 391 (Unit)			FHWV Part 392 (Unit)			FHWV Part 393 (Unit)			FHWV Part 394 (Unit)			FHWV Part 395 (Unit)			FHWV Part 396 (Unit)			FHWV Part 397 (Unit)			FHWV Part 398 (Unit)			FHWV Part 399 (Unit)			FHWV Part 400 (Unit)			FHWV Part 401 (Unit)			FHWV Part 402 (Unit)			FHWV Part 403 (Unit)			FHWV Part 404 (Unit)			FHWV Part 405 (Unit)			FHWV Part 406 (Unit)			FHWV Part 407 (Unit)			FHWV Part 408 (Unit)			FHWV Part 409 (Unit)			FHWV Part 410 (Unit)			FHWV Part 411 (Unit)			FHWV Part 412 (Unit)			FHWV Part 413 (Unit)			FHWV Part 414 (Unit)			FHWV Part 415 (Unit)			FHWV Part 416 (Unit)			FHWV Part 417 (Unit)			FHWV Part 418 (Unit)			FHWV Part 419 (Unit)			FHWV Part 420 (Unit)			FHWV Part 421 (Unit)			FHWV Part 422 (Unit)			FHWV Part 423 (Unit)			FHWV Part 424 (Unit)			FHWV Part 425 (Unit)			FHWV Part 426 (Unit)			FHWV Part 427 (Unit)			FHWV Part 428 (Unit)			FHWV Part 429 (Unit)			FHWV Part 430 (Unit)			FHWV Part 431 (Unit)			FHWV Part 432 (Unit)			FHWV Part 433 (Unit)			FHWV Part 434 (Unit)			FHWV Part 435 (Unit)			FHWV Part 436 (Unit)			FHWV Part 437 (Unit)			FHWV Part 438 (Unit)			FHWV Part 439 (Unit)			FHWV Part 440 (Unit)			FHWV Part 441 (Unit)			FHWV Part 442 (Unit)			FHWV Part 443 (Unit)			FHWV Part 444 (Unit)			FHWV Part 445 (Unit)			FHWV Part 446 (Unit)			FHWV Part 447 (Unit)			FHWV Part 448 (Unit)			FHWV Part 449 (Unit)			FHWV Part 450 (Unit)			FHWV Part 451 (Unit)			FHWV Part 452 (Unit)			FHWV Part 453 (Unit)			FHWV Part 454 (Unit)			FHWV Part 455 (Unit)			FHWV Part 456 (Unit)			FHWV Part 457 (Unit)			FHWV Part 458 (Unit)			FHWV Part 459 (Unit)			FHWV Part 460 (Unit)			FHWV Part 461 (Unit)			FHWV Part 462 (Unit)			FHWV Part 463 (Unit)			FHWV Part 464 (Unit)			FHWV Part 465 (Unit)			FHWV Part 466 (Unit)			FHWV Part 467 (Unit)			FHWV Part 468 (Unit)			FHWV Part 469 (Unit)			FHWV Part 470 (Unit)			FHWV Part 471 (Unit)			FHWV Part 472 (Unit)			FHWV Part 473 (Unit)			FHWV Part 474 (Unit)			FHWV Part 475 (Unit)			FHWV Part 476 (Unit)			FHWV Part 477 (Unit)			FHWV Part 478 (Unit)			FHWV Part 479 (Unit)			FHWV Part 480 (Unit)			FHWV Part 481 (Unit)			FHWV Part 482 (Unit)			FHWV Part 483 (Unit)			FHWV Part 484 (Unit)			FHWV Part 485 (Unit)			FHWV Part 486 (Unit)			FHWV Part 487 (Unit)			FHWV Part 488 (Unit)			FHWV Part 489 (Unit)			FHWV Part 490 (Unit)			FHWV Part 491 (Unit)			FHWV Part 492 (Unit)			FHWV Part 493 (Unit)			FHWV Part 494 (Unit)			FHWV Part 495 (Unit)			FHWV Part 496 (Unit)			FHWV Part 497 (Unit)			FHWV Part 498 (Unit)			FHWV Part 499 (Unit)			FHWV Part 500 (Unit)			FHWV Part 501 (Unit)			FHWV Part 502 (Unit)			FHWV Part 503 (Unit)			FHWV Part 504 (Unit)			FHWV Part 505 (Unit)			FHWV Part 506 (Unit)			FHWV Part 507 (Unit)			FHWV Part 508 (Unit)			FHWV Part 509 (Unit)			FHWV Part 510 (Unit)			FHWV Part 511 (Unit)			FHWV Part 512 (Unit)			FHWV Part 513 (Unit)			FHWV Part 514 (Unit)			FHWV Part 515 (Unit)			FHWV Part 516 (Unit)			FHWV Part 517 (Unit)			FHWV Part 518 (Unit)			FHWV Part 519 (Unit)			FHWV Part 520 (Unit)			FHWV Part 521 (Unit)			FHWV Part 522 (Unit)			FHWV Part 523 (Unit)			FHWV Part 524 (Unit)			FHWV Part 525 (Unit)			FHWV Part 526 (Unit)			FHWV Part 527 (Unit)			FHWV Part 528 (Unit)			FHWV Part 529 (Unit)			FHWV Part 530 (Unit)			FHWV Part 531 (Unit)			FHWV Part 532 (Unit)			FHWV Part 533 (Unit)			FHWV Part 534 (Unit)			FHWV Part 535 (Unit)			FHWV Part 536 (Unit)			FHWV Part 537 (Unit)			FHWV Part 538 (Unit)			FHWV Part 539 (Unit)			FHWV Part 540 (Unit)			FHWV Part 541 (Unit)			FHWV Part 542 (Unit)			FHWV Part 543 (Unit)			FHWV Part 544 (Unit)			FHWV Part 545 (Unit)			FHWV Part 546 (Unit)			FHWV Part 547 (Unit)			FHWV Part 548 (Unit)			FHWV Part 549 (Unit)			FHWV Part 550 (Unit)			FHWV Part 551 (Unit)			FHWV Part 552 (Unit)			FHWV Part 553 (Unit)			FHWV Part 554 (Unit)			FHWV Part 555 (Unit)			FHWV Part 556 (Unit)			FHWV Part 557 (Unit)			FHWV Part 558 (Unit)			FHWV Part 559 (Unit)			FHWV Part 560 (Unit)			FHWV Part 561 (Unit)			FHWV Part 562 (Unit)			FHWV Part 563 (Unit)			FHWV Part 564 (Unit)			FHWV Part 565 (Unit)			FHWV Part 566 (Unit)			FHWV Part 567 (Unit)			FHWV Part 568 (Unit)			FHWV Part 569 (Unit)			FHWV Part 570 (Unit)			FHWV Part 571 (Unit)			FHWV Part 572 (Unit)			FHWV Part 573 (Unit)			FHWV Part 574 (Unit)			FHWV Part 575 (Unit)			FHWV Part 576 (Unit)			FHWV Part 577 (Unit)			FHWV Part 578 (Unit)			FHWV Part 579 (Unit)			FHWV Part 580 (Unit)			FHWV Part 581 (Unit)			FHWV Part 582 (Unit)			FHWV Part 583 (Unit)			FHWV Part 584 (Unit)			FHWV Part 585 (Unit)			FHWV Part 586 (Unit)			FHWV Part 587 (Unit)			FHWV Part 588 (Unit)			FHWV Part 589 (Unit)			FHWV Part 590 (Unit)			FHWV Part 591 (Unit)			FHWV Part 592 (Unit)			FHWV Part 593 (Unit)			FHWV Part 594 (Unit)			FHWV Part 595 (Unit)			FHWV Part 596 (Unit)			FHWV Part 597 (Unit)			FHWV Part 598 (Unit)			FHWV Part 599 (Unit)			FHWV Part 600 (Unit)			FHWV Part 601 (Unit)			FHWV Part 602 (Unit)			FHWV Part 603 (Unit)			FHWV Part 604 (Unit)			FHWV Part 605 (Unit)			FHWV Part 606 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	Funds for Construction (Phase 53)	Local Funds for Construction (Phase 54)	Subtotal
FOOT IN-HOUSE DESIGN SUPPORT (Phase 31) (REQUIRED)	1 LS \$0.000 \$	5,000.00	
ADDITIONAL FOOT IN-HOUSE DESIGN SUPPORT FOR CRITICAL PROJECTS	1 LS \$0.000 \$		
FOOT IN-HOUSE CONSTRUCTION SUPPORT (Phase 61) (REQUIRED)	1 LS \$0.000 \$	\$2,000.00	
ADDITIONAL FOOT IN-HOUSE CONSTRUCTION SUPPORT FOR CRITICAL PROJECTS	0 LS \$0.000 \$		
PRELIMINARY ENGINEERING (DESIGN) (Phase 58) (OPTIONAL)**	1 LS \$0.000 \$	1 LS	
CONTINGENCY (Phase 59) (REQUIRED)	1 LS \$0.000 \$	1 LS	
TRANSFER RELATED PROJECTS (NON-FINANCIAL ADMINISTRATIVE FE)	0 LS \$0.000 \$	0 LS	
CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) (Phase 68) (OPTIONAL)**	1 LS \$0.000 \$	1 LS	
FOOT OVERSIGHT CEN (IN OF TOTAL CONSTRUCTION COST ESTIMATE) (Phase 67) (REQUIRED)	1 LS \$0.000 \$	1 LS	
	Subtotal FHWA	Subtotal FHWA Non	Total Construction Cost

Projects on the State Highway System and Critical Projects SHALL utilize FDOT approved item numbers and descriptions.

***Estimated cost for preparation of the Construction Plans, Specs, and Estimate only.

***Estimated cost for Construction Engineering and Inspection: Must provide an estimate if seeking reimbursement for Professional-Service fees.

Non-disbursing items:

- Utility & Litter removal
- Inventory works capital services; Survey; Video inspection; AASHTO plans preparation; As-built/record drawings
- Construction of this includes, but is not limited to: value adjustments, utility relocation, fire, power pole relocation, AT&T directional bore, etc.,
- Contingency

Other elements may be non-participating: the ones listed above are the commonly used pay items that are non-participating.

DESIGN AND CONSTRUCTION COSTS		Recommended Percentage (%) of Construction Cost Estimate
DESIGN (Phase 3B)		15-20%
CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) (Phase 6B)		15-20%

PLEASE NOTE: THE FUNDING REQUEST FOR PROFESSIONAL SERVICES IS OPTIONAL. THE PERCENTAGES ABOVE IS ONLY A GUIDE. LOCAL AGENCIES ARE RESPONSIBLE FOR DETERMINING THE APPROPRIATE PERCENTAGE OF CONSTRUCTION FOR DESIGN AND CEI ESTIMATES AS WELL AS CONTINGENCY. COST MAY CHANGE AFTER PROJECT AWARD DUE TO DESIGN AND CONSTRUCTION VARIABLES. REVIEW OF FOOT FUNDING ALLOCATION WILL BE EVALUATED OVER THE LIFE OF THE PROJECT. THE LOCAL AGENCY WILL BE RESPONSIBLE FOR ALL INELIGIBLE/NON-PARTICIPATING COST AND COSTS IN EXCESS OF THE FOOT FUNDING ALLOCATION.

If you have any questions regarding an eligible or non-participating item, please contact District Four Local Program Unit.

If you have any questions regarding an eligible or non-participating item, please contact District Four Local Program Unit.

Prepared by: _____ PE Number: _____

Name: _____ Signature: _____ Date: _____

Reviewed by:

Name: _____ Signature: _____ Date: _____

Approved by (Agency Responsible Charge):

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: October 9, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Submittal of Synopsis from Strategic Planning Session on August 9, 2025

SUMMARY OF ITEM: On August 9, 2025, the Village of Indiantown (Village) Council had a Strategic Planning Session facilitated by Thomas J. Lanahan, Executive Director of Treasure Coast Regional Planning Council (TCRPC).

TCRPC has provided documentation (notes) from that meeting which were also included as part of a grant requirement relating to public outreach and future development within the Village.

FISCAL IMPACT STATEMENT: The cost for TCRPC to facilitate the strategic planning session was paid from a sustainable communities' grant.

RECOMMENDATION: Council receives the information and discusses as warranted.

PREPARED BY: Taryn Kryzda DATE: 10/02/25

ATTACHMENTS:
Description
[strategic session notes 8 9 2025.pdf](#)

MISSION, VISION, AND VALUE STATEMENTS Village Council Strategic Session

On August 9, 2025, Thomas J. Lanahan, Executive Director of Treasure Coast Regional Planning Council, facilitated a Strategic Planning Special Meeting with Village Council Members and Village Staff. Agenda items included a review of the Future Growth Strategies report; the Importance of Revenue Diversification; Annexation; and the Village's Mission, Visions, and Values Statements. Following is a summary of the meeting:

Future Growth Strategies

- The desire for another grocery store expressed in the CRA Plan is still present. Does not have to be a Publix. An Aldi or a Winn Dixie would be fine.
- The greenways could include equestrian trails with a trail pass (user pass) to help fund them. It would be a visitor attraction. The Rowland Canal could have a greenway added with trails and this would go all around the Village perimeter. Council Woman Onsager stated she has experience with trail associations maintaining the greenways.
- FDOT is looking to realign 609/Allapattah Road to line up with Martin Luther King Jr. Boulevard at 710/Warfield. This could make the whole intersection more inviting.
- For the 5 acres that the Village owns at the east end of town, this could be made into a "Town Square" with shops around it that would be an inviting entrance to the Village. However, there is no utility service to the property now, and no plant capacity. There are buyers, but they do not want have to wait for utilities to come. The Village has offered it for sale for \$3.1M.
- The Village is creating a process to reserve capacity in the plant so that when the system builds new capacity, folks can be "in line" to get access.
- Continue to ensure connectivity through the Village without having to use State Road 710. Properties need to be tied together. Mr. Lanahan spoke about the importance of having a long term plan to connect properties with cross-access points.
- Pat Nolan, Utilities and Public Works, stated that potholes are being fixed using \$270,000 the Council provided during the current year. However, no funding has been identified for next year. The cost to stripe the roads in ¼ of the Village was \$100,000. They want to finish the rest, but funding is constrained. He noted the Village received \$22M from the state for the water plant, but need \$45M more.
- The Mayor feels that the metrics in the market analysis do not apply to the Indiantown of the future. They have a lot going for them and things will continue to get better. But it is important to make sure that businesses can make a profit otherwise they will not come. It is important for the Village to have money to be able to provide the services.

Revenue Diversification

- Kevin Powers stated that over the past 6 years Tangible Personal Property (TPP) tax has fluctuated because it is a snapshot in time of what is in the FPL warehouse. FPL has been a great partner over many years, and the Village should engage in a dialog with FPL about managing the inventory to smooth the peaks and valleys. He stated the Village needs to diversify the tax base. He noted that there have been remarkable accomplishments over the past 8 years that should be celebrated. In terms of annexation, there are 2,000 acres of vacant industrial land already in the Village that is trying to come online but there is no water supply to support it. He said it is important to make sure the water plant will accommodate existing landowners before extending out to new areas.

- The Mayor wants to make sure that they can build a reserve fund, which will insulate them from big swings in the TPP tax payments each year (due to changes in industrial equipment moving through the FPL warehouse).
- Council Woman Onsager stated the Village is very vulnerable to the TPP tax. She noted the incentive that is on the ballot now has a lot of requirements and they need to keep it focused on the industries key to the Village's economy.
- Mayor Dipaolo noted that the Business Development Board of Martin County has a great economic toolkit, which is currently being updated. The Village should use it too.
- Mayor Dipaolo indicated he wants to set up the Village for success. There was consensus agreement from the Council members.
- Mayor Dipaolo stated many people have a goal to keep taxes low, but we also want property values to grow as the homeowner's most important investment, so we need to do things to make the Village better even if it costs money.

Annexation

- Discussion of the use of annexation agreements whereby both sides agree to particular things, such as what the zoning will be and what the owner will build and when. Attorney Vose confirmed that this is possible and commonly done.
- Discussion if there is any liability to the Village from saying "no" to a voluntary annexation request. Attorney Vose said that there is a Florida Attorney General opinion that someone could sue on that basis, but he has not found any cases on point. The key is that every applicant is given a "fair shake" and due process. Denials cannot be for impermissible things like race, etc.

Mission, Vision, and Values Statements

- Under discussion of future vision for the Village, the Mayor asked everyone to consider "When is it enough."
 - **Council Woman Onsager**
 - The current Council is on target with what the citizens say they want in the survey.
 - Need less vulnerability to one basket of revenue (the FPL share of the TPP).
 - Low taxes are a two edged sword. A low house value = low taxes but is not building wealth. Need to get property values up.
 - No longer be the "elbow" of Martin County.
 - Improve the Village's reputation and be recognized for actual safety in the Village.
 - Have a 24 hour medical facility.
 - Cleaner and more beautiful.
 - More community involvement – need to expand beyond the same few volunteers doing everything.
 - **Council Woman Palmer**
 - Agrees with Council Woman Onsager's comments.
 - Everyone, emphasis everyone, can afford and enjoy the amenities of Indiantown including employment, housing, and businesses. Equal opportunity is important.
 - A sense of place is very important. The Village has a health clinic, but nobody answers the phone.
 - Don't be exclusive and say, "this is just for my group." Connectivity is dissipating. We need to change this. Use an "each one reach one" approach to getting more people involved.
 - **Council Woman Waters Brown**
 - Efficient, effective, and predictable government activity.
 - Follow the Mission, Vision, and Values in what we do.

- A Council that is unified enough to be predictable.
- **Council Woman Perez**
 - Youth sports was a goal at incorporation. What are we doing to make it happen?
 - Used to do more things in the park, now it is just soccer, and she organizes it.
 - What is the mission of the Parks Advisory Board and do they know it?
 - Need to broaden the volunteer base.
- **Mayor Dipaolo**
 - Need to collaborate with the Martin County CRA to get the land in Booker Park and move the road from the front to the rear of the old fire station so cars are not driving through.
 - Acquire the property by Timers Park whether through donation or purchase.
 - Bring Skate Zone to Indiantown.
 - Would like to see an emergency room and surgery center in Indiantown. Talking with a non-profit hospital operator now.
 - Re-establish conversation with the businesses in the Village.
 - Affordable housing for the people that currently live in the Village. This was a promise at incorporation. How do we achieve it? Potentially through redevelopment and infill in the existing vacant lots.
 - Enhance people's ability to get mortgages. Credit counseling, etc. Continue existing efforts.
 - Bring a RENCO building system manufacturing facility to the Village. This would also allow people to build their own houses.
- In response to Ms. Perez's comments, the Parks and Recreation Director said that the Council members and the Recreation Board appointees need to communicate with each other more and the appointees need to participate more reliably.

Public Comment

- A citizen asked, "What is the Center of Indiantown?" They stated the Village needs to attract people to visit, build pride in the community, have safe clean water, and provide reliable services.
- Another citizen stated the Village used to have football, T-ball, and band but there are not enough commitments from volunteers to do these activities.
- A citizen stated that there are enclaves of people that do not think they are part of Indiantown. People are interested in their own small issues like potholes on their street. Need to strengthen our own foundation before going out to other big things. Take care of the foundation while we wait for the water capacity to come.
- Mr. Lanahan suggested to Ms. Kryzda after the meeting that the base of industrial workers coming to the Village and needing medical services such as for emergencies, workers compensation, and physicals might be persuasive to a healthcare provider. He suggested asking the providers to look beyond just the resident population.

