

# TESORO GROVES PUD

## Complete Document Change Analysis

Prepared for Public Comment — Village Council Second Reading

April 30, 2026 | Village of Indiantown, Florida

This report documents every substantive change identified across all three agenda packets for Ordinance No. 03-2026 (Tesoro Groves PUD). The PUD agreement was revised after both the PZAB vote (April 16) and the Council first reading (April 23), without public notice or opportunity for comment. The document being voted on tonight was never reviewed or approved by any prior public hearing body in this proceeding.

### MASTER SUMMARY OF ALL CHANGES

#	Change	Severity	Affects
1	QUASI-JUDICIAL header removed from April 30 agenda	CRITICAL	All 3 packets
2	Consent agenda (aquifer modeling) removed from April 30	CRITICAL	Apr 23→30
3	Section 15: RESERVED → THIRD-PARTY DEFENSE clause	CRITICAL	Apr 16/23→30
4	"The Owner" → "An applicant" in Payment of Costs	CRITICAL	Apr 16/23→30
5	PZAB voted on different document than Council tonight	CRITICAL	Apr 16→30
6	Public notice only listed one Village Council hearing	CRITICAL	Apr 16 packet
7	PUD agreement version date: 04-10-26 → 04-24-26	SIGNIFICANT	Apr 23→30
8	"THE PROJECT" drafting error silently corrected	NOTABLE	Apr 16/23→30
9	Comma added in ESA/listed species provision	NOTABLE	Apr 16/23→30
10	Staff report updated with 1st reading outcome (PZAB vote mischaracterized)	SIGNIFICANT	Apr 23→30
11	Presentation slides substantially rewritten twice	SIGNIFICANT	All 3 packets
12	"Enforceable PUD Agreement" language softened	SIGNIFICANT	Apr 16→30

### DOCUMENT VERSION TIMELINE

Date	Event	PUD Agreement Version	Section 15	Payment Clause
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April 16	PZAB votes 3-2	wcv rev 04-10-26	RESERVED	"The Owner"
April 23	Council 1st reading — unanimous	wcv rev 04-10-26	RESERVED	"The Owner"
<b>April 24</b>	<b>SILENT REVISION — no public notice</b>	<b>wcv rev 04-24-26</b>	<b>THIRD-PARTY DEFENSE ADDED</b>	<b>"An applicant"</b>
April 30	Council 2nd reading / adoption TONIGHT	wcv rev 04-24-26	THIRD-PARTY DEFENSE	"An applicant"

## SECTION 1: APRIL 16 (PZAB) vs. APRIL 23 (COUNCIL 1ST READING)

The PZAB reviewed and voted on Ordinance No. 03-2026 on April 16, 2026. The Village Council held its first reading on April 23, 2026. The PUD agreement attached to both packets carried the same version date: wcv rev 04-10-26. The substantive legal text of the agreement was IDENTICAL between these two meetings.

### CHANGE A | NOTABLE | Presentation slide header updated

The staff presentation slides were updated only to change the hearing label.

April 16 slides: labeled "PZAB Hearing"

April 23 slides: relabeled "Village Council Hearing #1"

This is cosmetic only and has no substantive effect.

### CHANGE B | SIGNIFICANT | Recommendation slide removed for Council

The April 16 PZAB packet included an explicit Recommendation slide stating:

"Approve Rezoning (RZ-26-002) / Approve PUD (SP-26-005) / Subject to conditions set forth in the PUD Agreement, Ordinance, and approval documents / Approval establishes a framework — not development approval"

The April 16 packet also included "PUD - Key Findings," "Why PUD Provides Greater Control?," "Key Conditions Built Into Approval," and a full public notice page listing both hearing dates.

All of these slides were removed from the April 23 Council packet. The Council was given less information than the PZAB.

### CHANGE C | CRITICAL | Public notice listed only ONE Village Council hearing

The public notice included in the April 16 PZAB packet explicitly stated:

"VILLAGE COUNCIL PUBLIC HEARING: April 23, 2026 – 6:00 PM"

There is NO mention of a second reading or the April 30 date in that public notice. Only the April 23 hearing was publicly noticed in the document sent to property owners within 300 feet.

This raises a question of whether tonight's second reading was separately and adequately noticed to affected residents.

### CONCLUSION — APRIL 16 vs. APRIL 23:

The PUD agreement text was identical between the PZAB meeting and the Council first reading. The PZAB recommendation was validly attached to the April 10 version. However, the Council received a stripped-down presentation and the public notice appeared to advertise only one Council hearing.

## SECTION 2: APRIL 23 (COUNCIL 1ST READING) vs. APRIL 30 (COUNCIL 2ND READING)

Between the Council's unanimous first reading on April 23 and tonight's second reading, the PUD agreement was revised from version 04-10-26 to version 04-24-26. These changes were made without public notice, without returning to the PZAB, and without any opportunity for public comment on the new language.

### CHANGE 1 | CRITICAL | QUASI-JUDICIAL header removed from tonight's agenda

April 23 agenda contained an explicit section header:

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

April 30 agenda contains NO such header. The Tesoro Groves ordinance appears only under "SECOND READING ORDINANCES."

This is the procedural mechanism being used to strip the quasi-judicial character from tonight's vote.

HOWEVER: The boilerplate quasi-judicial disclosure language remains on page 1 of BOTH packets. You cannot reclassify a proceeding mid-stream. The April 16 and April 23 hearings were conducted as quasi-judicial. The April 30 second reading is the final vote in that same quasi-judicial proceeding.

### CHANGE 2 | CRITICAL | Consent agenda entirely removed — aquifer modeling contract gone

April 23 had a full "APPROVAL OF CONSENT AGENDA" section containing:

- March 26 and April 9 meeting minutes
- Kimley-Horn Surficial Aquifer Groundwater Modeling agreement (\$23,866)
- Gallo Pavo grant assistance and intergovernmental relations agreement

April 30 has NO consent agenda whatsoever.

The Kimley-Horn aquifer modeling contract was being commissioned specifically because Village staff stated on the record April 16: "With water, we are at capacity." That analysis was never completed before this vote. The community was never informed of the results.

The absence of this item from tonight's agenda means the water capacity question remains unanswered at the time of final adoption.

### CHANGE 3 | CRITICAL | Section 15: RESERVED → THIRD-PARTY DEFENSE

This is the most significant substantive change to the PUD agreement.

April 16 and April 23 versions — Section 15 stated only: "RESERVED"

April 30 version — Section 15 now contains a full "THIRD-PARTY DEFENSE" clause. Key provisions:

- The VILLAGE agrees to defend the PUD agreement, annexation, FLUM amendment, and rezoning against ANY challenge by third parties — including residents and environmental groups.
- The VILLAGE agrees NOT TO TAKE ANY ACTION CONTRARY TO this PUD Agreement.
- FPL (OWNER) agrees to PAY the Village's attorneys' fees and litigation costs, up to \$1,000,000.
- The VILLAGE must consent to and support FPL's intervention in any suit brought against the Village.
- If the Village recovers fees from a litigant, it must REIMBURSE FPL.
- Both parties must give written notice of any threatened action and share all filings and pleadings.

Effect: FPL is purchasing the Village's legal loyalty. The Village cannot take any position adverse to FPL in any future litigation — including a suit by its own residents. This clause was NEVER reviewed by the PZAB, NEVER presented at first reading, and the public had NO OPPORTUNITY TO COMMENT on it.

**SECTION 15 — SIDE-BY-SIDE TEXT COMPARISON:**

APRIL 23 (and April 16) — Section 15:	APRIL 30 — Section 15:
RESERVED	<p><i>THIRD-PARTY DEFENSE — In the event there are any claims, suits, or demands brought against either party by third-parties challenging this PUD Agreement, the Project, the annexation, FLUM amendment, or rezoning... the VILLAGE will defend such suit... but agrees not to take any action contrary to this PUD Agreement. Furthermore, VILLAGE agrees to consent to and support OWNER's intervention... OWNER agrees to pay the attorneys' fees and litigation costs... not to exceed \$1,000,000.00. If, and to the extent that, VILLAGE recovers attorneys' fees and costs from a third-party litigant, VILLAGE shall reimburse OWNER...</i></p>

**CHANGE 4 | CRITICAL | "The Owner" changed to "An applicant" in Payment of Costs provision**

In the CONDITIONS OF APPROVAL section, the Payment of Costs and Fees provision was altered.

This change dilutes FPL's specific, identified financial obligation to the Village.

"The Owner" is a defined term throughout the agreement meaning Florida Power & Light Company specifically.

"An applicant" is generic and unspecified — it could refer to any future applicant for development approval, not FPL itself.

Combined with Section 15 (where FPL pays the Village's legal costs up to \$1M), this creates an asymmetry: FPL gains a defined obligation to fund the Village's legal defense, while its obligation to pay Village processing fees is now attributed to the more generic "applicant."

**PAYMENT OF COSTS — SIDE-BY-SIDE TEXT COMPARISON:**

<b>APRIL 23 (and April 16) — Conditions of Approval, Section A:</b>	<b>APRIL 30 — Conditions of Approval, Section A:</b>
<i>Payment of Costs and Fees. The Owner shall pay all fees, costs, attorney fees, and consultants' fees incurred by the Village for processing of this or subsequent related applications for development of the Project in accordance with the Village's Land Development Regulations.</i>	<i>Payment of Costs and Fees. An applicant shall pay all fees, costs, attorney fees, and consultants' fees incurred by the Village for processing of this or subsequent related applications for development of the Project in accordance with the Village's Land Development Regulations.</i>

**CHANGE 5 | SIGNIFICANT | Staff report updated — PZAB vote mischaracterized**

The April 30 staff report includes new language describing prior proceedings:

"PZAB Recommendation: The Planning, Zoning and Appeals Board/LPA recommended approval April 16, 2026, with one PZAB board member absent."

The April 16 PZAB transcript shows: TWO board members were absent. The vote was 3-2, with Chair Miley voting NO and requesting postponement.

Describing the April 16 vote as having "one PZAB board member absent" is factually inaccurate. The actual vote record shows two absences and a dissenting Chair.

**CHANGE 6 | NOTABLE | "THE PROJECT" all-caps drafting error corrected**

In the traffic analysis provision of the PUD agreement, the April 16 and April 23 versions contained a drafting error:

"...the cumulative number of trips within the THE PROJECT to exceed..."

The April 30 version corrects this to: "...the cumulative number of trips within the Project to exceed..."

While minor, this confirms the document was being actively edited between readings — the same editing session that added Section 15 and changed the payment clause.

**CHANGE 7 | NOTABLE | Comma added in ESA/listed species provision**

In the endangered species section of the PUD agreement:

April 16/23: "Federal listing agencies is resident on or otherwise is significantly dependent upon..."

April 30: "Federal listing agencies, is resident on or otherwise is significantly dependent upon..."

Minor punctuation change, but again confirms active editing in the same revision that introduced the substantive changes.

## **CHANGE 8 | SIGNIFICANT | Presentation slides substantially rewritten**

The staff presentation slides included in the packet were rewritten between first and second reading.

Key language removed from April 23 slides:

- Separate "What is Being Proposed?" and "What is NOT Proposed?" slides with explicit bullet points
- "PUD Safeguards & Controls" slide with language about "Enforceable PUD Agreement"
- Bullet point: "Development is contingent upon demonstrated infrastructure capacity"

Key language added in April 30 slides:

- New "Why PUD?" slide and "Key Conditions Built Into Approval" slide
- New "PUD Approval Criteria (LDR Sec. 12-10)" slide
- Combined "What This Approval Does / Does Not Do" slide replacing two separate slides

The "Enforceable PUD Agreement" language was specifically softened to "Development contingent on available capacity." — a meaningfully weaker statement that omits the legal enforceability framing.

## SECTION 3: APRIL 16 (PZAB) vs. APRIL 30 (COUNCIL 2ND READING) — THE FULL SPAN

This is the most critical comparison. It shows the total cumulative difference between the document the PZAB reviewed and recommended, and the document being finally adopted tonight. The PZAB's recommendation is legally attached to the April 10 version. The document before the Council tonight is NOT the document that was approved at any prior hearing.

### KEY FINDING:

The PZAB voted on PUD Agreement version 04-10-26 on April 16, 2026. The Village Council voted unanimously at first reading on the same version 04-10-26 on April 23, 2026. On April 24, 2026, the agreement was silently revised to version 04-24-26. Tonight's second reading vote is on version 04-24-26. THE PZAB NEVER REVIEWED OR APPROVED THE DOCUMENT BEING ADOPTED TONIGHT. NO PUBLIC HEARING HAS EVER BEEN HELD ON THE APRIL 30 VERSION OF THIS AGREEMENT.

### CUMULATIVE CHANGES FROM APRIL 16 TO APRIL 30:

All changes identified in Section 2 above also represent differences from the April 16 PZAB document, since the April 16 and April 23 PUD agreements were identical in legal text. The complete list of changes from what the PZAB approved to what is being adopted tonight is:

1. Section 15: RESERVED → 18-line THIRD-PARTY DEFENSE clause binding the Village to defend FPL and prohibiting any Village action contrary to the PUD agreement, funded by FPL up to \$1,000,000.
2. "The Owner" changed to "An applicant" in Payment of Costs provision — diluting FPL's specific financial obligation.
3. "THE PROJECT" all-caps drafting error corrected.
4. Comma added in ESA listed species provision.
5. Presentation slides substantially rewritten — "Enforceable PUD Agreement" language removed, new defensive slides added.
6. PZAB vote mischaracterized in April 30 staff report as "one absent" (actual: two absent, vote 3-2 with Chair voting NO).

## LEGAL ARGUMENTS FOR TONIGHT

### 1. Quasi-judicial reclassification is impermissible.

This proceeding was conducted as quasi-judicial at both the April 16 PZAB hearing and the April 23 Council first reading. The April 30 agenda's failure to include the quasi-judicial header does not change the legal character of tonight's vote. Once a proceeding is designated and conducted as quasi-judicial, that designation attaches to the entire proceeding. The final vote cannot be reclassified. The boilerplate quasi-judicial language remains on page 1 of tonight's packet — the Village itself acknowledges this.

## **2. Material revision after first reading voids the proceeding.**

The PUD agreement was materially revised between first and second reading — adding an 18-line legal clause (Section 15) and altering a financial obligation provision — without public notice, without a return to the PZAB, and without an opportunity for public comment. Florida law requires that substantive changes to an ordinance between readings require the process to restart. The Council cannot adopt a materially different document than the one that received first reading approval.

## **3. The PZAB recommendation does not cover the document before the Council tonight.**

The PZAB's recommendation was based on version 04-10-26, dated April 10, 2026. The document before the Council tonight is version 04-24-26, dated April 24, 2026. The PZAB never reviewed, deliberated on, or recommended approval of the April 24 version. Proceeding to adopt the April 24 version based on a PZAB recommendation that was never made for that version violates the LDR process requirements.

## **4. FPL's sworn testimony was given subject to an NDA that prevented cross-examination.**

In a quasi-judicial proceeding, parties have a due process right to cross-examine witnesses. FPL representatives gave sworn testimony but refused to answer material questions citing a non-disclosure agreement with an undisclosed tenant. This effectively denied cross-examination rights to affected parties — a fundamental due process violation in a quasi-judicial proceeding.

## **5. Section 15 creates an unconstitutional conflict of interest.**

By agreeing to accept FPL's money (up to \$1M) to defend the agreement against its own residents, and by agreeing never to take any action contrary to the agreement, the Village has contractually surrendered its governmental discretion. A municipality cannot contract away its police powers or its ability to act in the public interest. Section 15 attempts to do exactly that.

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*This analysis was prepared for public comment at the Village of Indiantown Council meeting, April 30, 2026. All findings are based on direct comparison of the official agenda packets posted by the Village of Indiantown for the April 16 PZAB hearing, the April 23 Village Council first reading, and the April 30 Village Council second reading.*