



## **Board of Supervisors**

Regular Meeting Agenda – February 12, 2020 at **5:30 P.M.**

**Meeting Location:** District Administration Building  
13476 61<sup>st</sup> Street North, West Palm Beach, FL 33412

(revised as of 02/06/2020 – 6:00 pm)

---

### **1. CALL TO ORDER**

### **2. PLEDGE OF ALLEGIANCE**

### **3. ROLL CALL**

### **4. WELCOMING REMARKS**

- 4.1 President's Welcoming Remarks
- 4.2 Supervisors' Welcoming Remarks (1 Minute Each)

### **5. AGENDA APPROVAL**

- 5.1 Additions, Deletions, Substitutions

### **6. PRESENTATIONS**

- 6.1 TBA

### **7. REGULAR AGENDA**

- 7.1 Consider: ACPSE Update – New Contractor Agreement
- 7.2 Consider: Purchase of 84" Culvert Pipes
- 7.3 \*Discussion: Revised Procurement Policy – Phase I \*to be covered in Item 10.1
- 7.4 Discussion: Strategic Planning

### **8. PUBLIC INPUT (Non-Agenda Items)**

### **9. CONSENT AGENDA**

- 9.1 Approval: Disbursements over \$20,000
- 9.2 Approval: Minutes:
  - 9.2.1 January 31, 2019 – R-3 Public Hearing Minutes
  - 9.2.2 January 31, 2019 – Special Meeting Minutes
- 9.3 Approval: Budget Calendar
- 9.4 Approval: Seminole Improvement District Permit
- 9.5 Approval: Resolution No. 2020-005 - Authorizing Contacts for PFM Asset Management LLC regarding the FL Palm Account
- 9.6 Approval: FDEM Grant Contract 4337-288-R – Canal Reinforcement Drainage Project, Phase 1

9.7 Ratification: Purchase of Replacement Lights for Acreage Community Park

**10. STAFF PRESENTATIONS (No Action Required)**

10.1 Executive Director Update

10.2 District Engineer Special Permit Seminole Pratt Whitney Update

**11. SUPERVISOR BUSINESS (Discussion Only)**

11.1 Michael Johnson, Assistant Secretary

11.2 Joni Martin, Treasurer

11.3 Jennifer Hager, Vice President

11.4 Tim Sayre, Supervisor

11.5 Betty Argue, President

**12. REPORTS (File and Receive)**

12.1 District Attorney Report

12.2 District Engineer Report

12.3 Assistant Executive Director Report

12.4 Finance Report

12.5 Operations & Maintenance Report

12.6 Stormwater Operations & Aquatics Report

12.7 Parks and Recreation Report

12.8 Public Records Requests (Jan. 15 – Feb. 5, 2020)

12.9 Resident Correspondence (Jan. 15 – Feb. 5, 2020)

12.10 Meeting Notice

**13. ADJOURNMENT**

---

Any person wishing to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made. Persons with disabilities requiring accommodations in order to participate should contact the District at 561-793-0874. If you are hearing or speech impaired, please contact The Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TTD).

**Upcoming Important Dates:**

*February 20, 2020 – Palm Beach County TPA Meeting re State Road 7 Extension*

*Check Indian Trail Website [www.indiantrail.com](http://www.indiantrail.com) and Facebook Page for times and TPA Agenda (when available)*

*February 20, 2020 – Treasure Coast Regional Planning Council - Workshop at Acreage Library on Orange Boulevard  
(6:00 – 8:30 PM)*

*March 18, 2020 – Regular Board Meeting (5:30 PM)*

*April 15, 2020 – Regular Board Meeting (5:30 PM)*

**NOTE:** *Approved by the Board on January 22, 2020, all monthly regular Board Meetings begin at 5:30 PM.*



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 7.1**

**Executive Summary**

---

**Acreage Community Park  
South Expansion  
(ACPSE)**

**Update**

**New Contractor Agreement**

**INDIAN TRAIL IMPROVEMENT DISTRICT  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR PUBLIC PROJECT CONSTRUCTION GENERAL CONTRACTING SERVICES**

**ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT  
PROJECT COMPLETION AND CORRECTIONS**

**THIS AGREEMENT** is made by and between **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida ("Owner") and **LOREN JOCK TRUCKING, INC.**, a Florida corporation ("Contractor").

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1. THE WORK.**

**1.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. CONSTRUCTION GENERAL CONTRACTING SERVICES REQUIRED TO ACHIEVE FINAL COMPLETION OF WORK ASSOCIATED WITH THE PROJECT IDENTIFIED IN EXHIBITS TO THAT CERTAIN "AGREEMENT FOR GENERAL CONTRACTING SERVICES BY AND BETWEEN OWNER AND ROSSO SITE DEVELOPMENT, INC.", DATED SEPTEMBER 14, 2016, AS AMENDED (HEREAFTER, THE "RSD AGREEMENT"), WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF AS IF FULLY SET FORTH IN THIS PLACE.**
- B. UNLESS OTHERWISE PROVIDED HEREIN, THE TERMS, CONDITIONS, PLANS, SPECIFICATIONS AND OTHER ALL MATERIAL REQUIREMENTS OF THE RSD AGREEMENT APPLICABLE TO THE PROJECT SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT OF AN EXPRESS CONFLICT BETWEEN THE PROVISIONS OF THE RSD AGREEMENT AND THIS CONTRACT, THE TERMS OF THIS CONTRACT SHALL PREVAIL.**
- C. THE WORK IS GENERALLY DESCRIBED AS THE CORRECTIVE OR REMEDIAL ACTIONS REQUIRED TO COMPLETE THE PROJECT ACCORDING TO TERMS OF THE RSD AGREEMENT (AS ORIGINALLY ADOPTED AND AS SUBSEQUENTLY AMENDED BY CHANGE ORDERS).**

**ATTACHED HERETO AS "COMPOSITE EXHIBIT 9.7-1" IS A "COMPOSITE BID SCHEDULE" OF THE CORRECTIVE OR REMEDIAL WORK IDENTIFIED BY THE PROJECT ENGINEER AND THE EXHIBITS THAT GENERALLY DESCRIBE SUCH WORK IN DETAIL. THE PARTIES AGREE THAT THE ATTACHED COMPOSITE BID SCHEDULE MAY BE REVISED BY CHANGE ORDERS.**

**1.02** Award of this construction services contract is exempt from the competitive solicitation requirements of Chapter 255, Florida Statutes, pursuant to Section 255.20(1)(c)8, Florida Statutes.



## ARTICLE 2. THE PROJECT.

2.01 *The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:*

**ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT (CAS PROJECT 16-1915/13-1736-001), AS MORE PARTICULARLY IDENTIFIED IN THE RSD AGREEMENT AND THE ITEMS REFERENCED IN ARTICLE 1, ABOVE.**

## ARTICLE 3. ENGINEER

3.01 Owner and Contractor acknowledge that Owner has engaged **CRAIG A SMITH & ASSOCIATES, INC.** to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Dates for Substantial Completion and Final Payment*

A. **THE DATES FOR SUBSTANTIAL AND FINAL COMPLETION OF THE PROJECT WILL BE ESTABLISHED BY THE COMPOSITE BID SCHEDULE ATTACHED TO THIS AGREEMENT AS EXHIBIT 9.7-1.**

### 4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **THREE HUNDRED AND NO/100 DOLLARS (\$300.00)** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete, plus any monies paid by the Owner to the Engineer for additional engineering and inspection services associated with such delay. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **THREE HUNDRED AND NO/100 DOLLARS (\$300.00)** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment, plus any monies paid by the Owner to the Engineer for additional engineering and inspection services associated with such delay.

## ARTICLE 5 – CONTRACT PRICE; PAYMENT AND PERFORMANCE BONDS

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A, below:

- A. For all Work other than Unit Price Work, a lump sum of **TWO HUNDRED FORTY-THREE THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS AND EIGHTY-SIX CENTS (\$243,321.86)**, as detailed on the Composite Bid Schedule attached hereto as **Exhibit “9.7-1”** and with the expectation of modification by a Change Order to this Contract.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

### 5.02 **PERFORMANCE AND PAYMENT BOND**

CONTRACTOR SHALL FILE WITH THE OWNER AND RECORD IN THE PUBLIC RECORDS OF PALM BEACH COUNTY A PERFORMANCE BOND AND A PAYMENT BOND IN THE AMOUNT OF 100 PERCENT OF THE CONTRACT PRICE SET FORTH IN THE COMPOSITE BID SCHEDULE IN ACCORDANCE WITH THE REQUIREMENT OF FLORIDA STATUTES SECTION 255.05, AS SECURITY FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND THE PAYMENT OF ALL PERSONS SUPPLYING LABOR AND MATERIALS FOR THE CONSTRUCTION OF THE WORK, AND TO COVER ALL GUARANTEES AGAINST DEFECTIVE WORKMANSHIP OR MATERIALS FOR THE CONSTRUCTION OF THE WORK, AND TO COVER ALL GUARANTEES AGAINST DEFECTIVE WORKMANSHIP OR MATERIALS, OR BOTH, FOR A PERIOD OF 1 YEAR AFTER THE DAY OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER. THE SURETY FURNISHING THIS BOND SHALL HAVE A SOUND FINANCIAL STANDING AND A RECORD OF SERVICE SATISFACTORY TO THE OWNER, SHALL BE AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND SHALL BE LISTED ON THE CURRENT U.S. DEPARTMENT OF TREASURY CIRCULAR NUMBER 570, OR AMENDMENTS THERETO IN THE FEDERAL REGISTER, OF ACCEPTABLE SURETIES FOR FEDERAL PROJECTS. THE ATTORNEY-IN-FACT (RESIDENT AGENT) WHO EXECUTES THIS PERFORMANCE AND PAYMENT BOND IN BEHALF OF THE SURETY MUST ATTACH A NOTARIZED COPY OF HIS POWER-OF-ATTORNEY AS EVIDENCE OF HIS AUTHORITY TO BIND THE SURETY ON THE DATE OF EXECUTION OF THE BOND. THE COSTS FOR THESE BONDS WILL BE INCLUDED WITH THE FIRST CHANGE ORDER TO THIS AGREEMENT, AND SUCH BONDS SHALL BE RECORDED IN ADVANCE OF PERFORMANCE OF ANY WORK BY CONTRACTOR.

ALL CONTRACTS, PERFORMANCE AND PAYMENT BONDS, AND RESPECTIVE POWERS-OF-ATTORNEY WILL HAVE THE SAME DATE.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- B. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be **JAMES ORTH, P.E., Craig A. Smith & Associates, 21045 Commercial Trail, Boca Raton, FL 33486**

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work in the manner provided in the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Except as State law otherwise provides, the OWNER may retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The OWNER at any time, however, after fifty (50) percent of the Work has been completed, if he finds that satisfactory progress is being made, may reduce retainage on the current and remaining estimates upon recommendation by the ENGINEER. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion upon recommendation by the ENGINEER. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the statutory rate pursuant to Section 55.03(1), Florida Statutes.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to [REDACTED], inclusive of all exhibits), further identified as Craig A. Smith & Associates (CAS) Project No's 13-1736-001, 16-1915 and 20-2100
- (2) **AGREEMENT FOR GENERAL CONTRACTING SERVICES BY AND BETWEEN OWNER AND ROSSO SITE DEVELOPMENT, INC.”, DATED SEPTEMBER 14, 2016, AS AMENDED TOGETHER WITH ALL AMENDMENTS THERETO (COLLECTIVELY, THE “RSD AGREEMENT”). [NOT ATTACHED BECAUSE OF VOLUME. THE RSD AGREEMENT IS A PUBLIC RECORD AVAILABLE FROM OWNER UPON REQUEST], to the extent applicable to the Work**

- (3) General Conditions (see **RSD AGREEMENT, PAGES 192 TO 233**, inclusive), **to the extent applicable to the Work**
- (4) Special and Supplementary Conditions (see **RSD AGREEMENT, PAGES 76-83 & 234**, inclusive) **to the extent applicable to the Work**
- (5) Specifications as listed in the table of contents of the **RSD AGREEMENT PROJECT MANUAL**, **to the extent applicable to the Work**
- (6) Drawings included in the **RSD AGREEMENT**, **to the extent applicable to the Work**
- (7) Exhibits to this Agreement (enumerated as follows):
- a. **COMPOSITE BID SCHEDULE**, attached as Exhibit “9.7-1”
  - b. **CONTRACTOR’S PROPOSAL**, attached as Exhibit “9.7-2”.
  - c. Performance bond (form attached as **Exhibit “9.7-3”**).
  - d. Payment bond (form attached as **Exhibit “9.7-4”**).
  - e. Form C-413 (Public Entity Crimes Affidavit), attached as **Exhibit “9.7-5”**
  - f. Form C-414 (Non-Collusion Affidavit), attached as **Exhibit “9.7-6”**.
  - g. Form C-415 (Drug Free Workplace Affidavit), attached as **Exhibit “9.7-7”**.
  - h. Form C-416 (Ethics Statement), attached as **Exhibit “9.7-8”**.
  - i. Form C-417 (Anti-Kickback Affidavit), attached as **Exhibit “9.7-9”**
  - j. Form C-521 (Trench Safety Affidavit), attached as **Exhibit “9.7-10”**.
  - k. Schedule of Subcontractors, attached as **Exhibit “9.7-11”**.
  - l. Evidence of Contractor Licensing, attached as **Exhibit “9.7-12”**
- (8) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached hereto and incorporated into this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. The aforementioned prohibition against assignment shall not apply to the assignment by Owner to another governmental entity or agency of all of the warranties or guarantees set forth in the Standard General Conditions or Supplementary Conditions that Contractor is required to provide pursuant to this Agreement, which assignment is hereby authorized and approved by Contractor.

### 10.03 *Successors and Assigns*

- A. Owner (in its official capacity only) and Contractor each binds itself, its officers, successors, assigns, and legal representatives to the other party hereto, its officers, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - (1) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;
  - (2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- (3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- (4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Successors and Assigns.*

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

#### 10.07 *Severability.*

- A. Any provision of the Contract Documents held to be void or unenforceable under any Law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

#### 10.08 *Non-Disclosure*

- A. Contractor agrees to the non-disclosure provisions of §119.07(3), Florida Statutes, for any building plans, blueprints, scholastic drawings and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure being constructed pursuant to this Agreement.

#### 10.09 *Indemnification.*

- A. The parties agree that 1% of the total compensation paid to Contractor for performance of this Agreement shall represent the specific consideration for Contractor's indemnification of Owner and Engineer as set forth in paragraphs 6.30 and 6.31 of the General Conditions.
- B. It is the specific intent of the parties hereto that the foregoing indemnification complies with §725.06, Florida Statutes (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are being amended to include the foregoing indemnification and the "Specific Consideration" therefore.

#### 10.10 *Other Provisions.*

- A. Contractor understands and shall comply and cooperate with the requirements of the Inspector(s) General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or as otherwise by law.

#### **B. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

- (1) If Contractor intends to use Subcontractors for any portion of the Work, Contractor will provide a list of all such Subcontractors, identifying such entities and that/those portion(s)

of the Work to be subcontracted as part of its Composite Bid Schedule. If requested by Owner or the Engineer, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor. **Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy.**

- (2) Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

C. TRENCH SAFETY; SUNSHINE STATE ONE-CALL UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

- (1) Contractor will provide written assurance of that applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".. Contractor will include in the Total Bid Price costs for complying with the Florida "Trench Safety Act
- (2) Contractor will confirm to Owner and Engineer that Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and will provide to "Sunshine State One-Call of Florida, Inc." the information required by §556.105, Florida Statutes, before commencing of any excavation or demolition required for the Work.

D. CONTRACTOR LICENSING. Prior to issuance of Notice to Proceed, Contractor shall provide evidence of:

- (1) Contractor's Authorization to do business in Palm Beach County, Florida, in the form of current business tax receipt(s); and
- (2) Appropriate State of Florida contractor licenses and/or Palm Beach County Certificates of Competency as required to complete the Work; and
- (3) Good standing to conduct business in the State of Florida, as evidenced by current business registration with the Florida Secretary of State.

E. MINIMUM INSURANCE REQUIREMENTS. Prior issuance of a Notice to Proceed, Contractor shall provide proof of insurance in the categories and at the levels of coverage applicable to the Work, as provided in the attached **Exhibit 8-12** (Minimum Insurance Requirements). Provision of and continuing maintenance of the minimum insurance coverage provided herein is a material element of the Contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Owner as a material breach of contract.

F. PROHIBITION OF CONTRACTING WITH SCRUTINIZED COMPANIES. By executing Form C-418, attached as Exhibit 9-. Contractor shall certify that it is not on the Scrutinized Companies with Activities in Sudan List, or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.



**IN WITNESS WHEREOF**, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the date the last party signs (which is the Effective Date of the Agreement).

Executed by **OWNER** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida

\_\_\_\_\_  
Mary M. Viator  
Its: Secretary

By: \_\_\_\_\_  
Betty Argue

Its: President

[DISTRICT SEAL]

Address for giving notices:  
13476 61st Street N.  
West Palm Beach, FL 33412

Owner is a public body. Evidence of authority to sign and resolution or other documents authorizing execution of this Agreement. Is attached.

Executed by **CONTRACTOR** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LOREN JOCK TRUCKING, INC.**, a Florida  
corporation

By: \_\_\_\_\_  
Mark Jock

Its: President

[Corporate Seal]

Address for giving notices:

4140 SE Robert Loop Road  
Stuart, Florida 34997

### **LIST OF EXHIBITS**

<b>EXHIBIT “9.7-1”</b>	<b>COMPOSITE BID SCHEDULE</b>
<b>EXHIBIT “9.7-2”</b>	<b>CONTRACTOR’S PROPOSAL</b>
<b>EXHIBIT “9.7-3”</b>	<b>FORM OF PERFORMANCE BOND</b>
<b>EXHIBIT “9.7-4”</b>	<b>FORM OF PAYMENT BOND</b>
<b>EXHIBIT “9.7-5”</b>	<b>FORM C-413 (PUBLIC ENTITY CRIMES AFFIDAVIT)</b>
<b>EXHIBIT “9.7-6”</b>	<b>FORM C-414 (NON-COLLUSION AFFIDAVIT)</b>
<b>EXHIBIT “9.7-7”</b>	<b>FORM C-415 (DRUG FREE WORKPLACE AFFIDAVIT)</b>
<b>EXHIBIT “9.7-8”</b>	<b>FORM C-416 (ETHICS STATEMENT)</b>
<b>EXHIBIT “9.7-9”</b>	<b>FORM C-417 (ANTI-KICKBACK AFFIDAVIT)</b>
<b>EXHIBIT “9.7-10”</b>	<b>FORM C-521 (TRENCH SAFETY AFFIDAVIT)</b>
<b>EXHIBIT “9.7-11”</b>	<b>SCHEDULE OF SUBCONTRACTORS</b>
<b>EXHIBIT “9.7-12”</b>	<b>EVIDENCE OF CONTRACTOR LICENSING,</b>
<b>EXHIBIT “9.7-13”</b>	<b>MINIMUM INSURANCE REQUIREMENTS</b>
<b>EXHIBIT “9.7-14”</b>	<b>FORM C-418 (PROHIBITION OF CONTRACTING WITH SCRUTINIZED COMPANIES AFFIDAVIT)</b>

# EXHIBIT “9.7-1” COMPOSITE BID SCHEDULE

Exhibit 9.7-1


INDIAN TRAIL IMPROVEMENTS DISTRICT  
ACREAGE COMMUNITY PARK SOUTH EXPANSION  
CAS PROJECT NO.s 13-1736-001, 16-1915 & 20-2100  
COMPOSIT BID SCHEDULE OF VALUES AND SCOPE OF WORK

1. CONTRACTOR AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES OR COST PLUS 10%
2. CONTRACTED ITEMS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.
3. ITEMS LISTED BELOW REPRESENT THE MINIMUM SCOPE OF WORK IDENTIFIED TO FINISH AND/OR CORRECT DEFFICIENCIES IN THE UNFINISHED PROJECT REFERENCED ABOVE.

The items in this section represent the minimum scope of work required to complete the project. The items below will be performed under Exhibit 9.7-2 Contractor's Proposal	
1	Perform site clean-up including but not limited to remove trash, rocks, construction material, sand bags, piles of weeds, dead trees, landscape planting pots, RCP drainage pipe, wooden pallets, remove construction debris pile east of the electrical building.
2	Remove damaged concrete sidewalk located at the concession stand building, flag pole -memorial and by the Future Music Pavilion.
3	Remove and replace damaged Type "D" Curb.
4	Clean and remove material from proposed asphalt roadway and parking lots in order to install tack.
5	Clean and remove material from proposed asphalt run-walk track and walking path
6	Remove rocks, sand, millings etc. to expose existing asphalt parking lot.
7	Remove large rock under sod and replace with clean fill at the berm area by the bandshell building.
8	Remove soil and rock overburden and regrade swale area inside landscape area between drainage structure no. 33 and the wooden boardwalk.
9	Mill Damaged Asphalt
10	Pressure test force main from lift station to the tie into the existing force main.
11	Fix backflow preventer that services the flagpole.
12	Replace water meter lid to approved PBCWUD lid that services the flagpole.
13	Remove and replace sod and grade around water meters.
14	Install 2 Hose Bib Water Services
15	Fix damaged yard drain collar and grate inside the existing asphalt parking lot.
16	Install drainage Inlet Bleed down (4" Concrete Slab) at 9 locations
17	Remove and replace palm tree outside water main easement by concession stand building.
18	Remove soil, mulch, rocks and sod around palm tree in asphalt sidewalk to construct asphalt sidewalk circle as per plan sheet L3-8.
19	Remove and replace sod and soil grading around inlets in the multi-purpose field to avoid standing water.
20	Remove and replace sod and soil grading around irrigation boxes to match surrounding grade elevations.
21	Locate Concession Stand Building sanitary sewer cleanout in landscape area. Extend PVC pipe clean out to proposed grade elevation and install clean out ring and cover.
22	Locate Bandshell sanitary sewer cleanout in landscape area. Dig down to main to verify that the wye was not damaged when the vibratory roller ran it over. Extend PVC pipe clean out to proposed grade elevation and install clean out ring and cover.
23	Locate drainage clean outs under asphalt walkways. Adjust clean outs to grade elevation and install clean out ring.
24	(2) PVC stand pipes on the west side of the band shell building. Figure out why they were installed. Remove or add clean-out to grade.
25	Remove asphalt base rock and sub-base to expose sink hole in asphalt sidewalk by detention area no. 7.
26	Add fill and compact to the back of type "D" curb to exit way at 140 <sup>th</sup> Ave. and 62 <sup>nd</sup> LN.
27	Fix and or replace damaged brick pavers at the garden of hope.
28	Add and compact sand between pavers at the garden of hope.
29	Remove weeds between pavers at the garden of hope.
30	Cut asphalt sidewalk and reinstall asphalt and or concrete to evenly transition sidewalk to the brick pavers at the garden of hope.
31	Adjust electrical light pole pull box to grade elevation at the garden of hope.

32	Add fill and compact material around electrical light pole pull boxes to match existing grade.				
33	Fix metal cover on all light poles to not extend past concrete light pole.				
34	Prepare area to install asphalt sub-base and base rock for handicap ramp on the south side of the exit way onto 140 <sup>th</sup> Ave. and 62 <sup>nd</sup> Ln.				
35	Remove material over irrigation pipe crossing 140 <sup>th</sup> Ave. under the proposed asphalt pavement at 62 <sup>nd</sup> Ln. To compact and install 12" sub-base, install 8" limerock and compact limerock for asphalt patch.				
36	Remove installed base rock and compact sub-base to install 4" thick concrete sidewalk at the flagpole – memorial.				
37	Remove and Replace sod, trees and landscaping and regrade slope to match existing natural preserve area grade elevation on the west side of the roadway that connects the two parks.				
38	Repair concrete walls and paint areas damaged during construction activity.				
39	Install bollard at entryway into the natural preserve area wooden boardwalk.				
40	Cut or replace concrete type "D" curb to transition to H/C ramp located by inlet no. 32.				
41	Regrade Detention areas No. 12 , No. 6 and No. 11				
42	Install earth berm behind the garden of hope				
43	Install earth berm behind detention area no. 2 and no. 3				
44	Purchase and install 2 Trash Receptacles				
45	Purchase and install 6 Benches				
46	Seed & Mulch exposed areas as directed by Engineer				
47	Bahia Sod as directed by Engineer				
48	St. Augustine Sod as directed by Engineer				
49	Bermuda Sod as directed by Engineer				
50	Add soil to low spots in sod and compact as needed				
51	Add 3" Brown Hardwood mulch to landscape areas				
	Pavement Markings	Qty	Unit	Unit Cost	Total Cost
17	6" White 2-4 Skip (Paint)	40	LF	\$0.52	\$20.80
18	6" White Stripe (Thermo.)	390	LF	\$1.20	\$468.00
19	12" White Cross Walk Stripe (Thermo.)	370	LF	\$2.58	\$954.60
20	24" White Stop Bar (Thermo.)	115	LF	\$4.86	\$558.90
21	4" White Parking Stripe (18.5') (Paint)	1,277	LF	\$0.41	\$523.57
22	4" White Parking Stripe (16.5') (Paint)	644	LF	\$0.41	\$264.04
23	4" White H/C Stripe (Thermo.)	200	LF	\$1.29	\$258.00
24	4" Blue H/C Stripe (Thermo.)	133	LF	\$3.30	\$438.90
25	Handicap Painted Symbol (Thermo.)	6	EA	\$139.65	\$837.90
26	R1-1 Stop Sign	5	EA	\$360.15	\$1,800.75
27	R1-1 Stop Sign w/ Street Name	2	EA	\$551.25	\$1,102.50
28	FTP-21-06 Handicap Sign	6	EA	\$374.85	\$2,249.10
29	R1-6A Stop for Pedestrian Sign	6	EA	\$360.15	\$2,160.90
30	6"(T) X2' (H) Drop Off Zone Message	1	EA	\$58.80	\$58.80
31	White Through Arrow (Paint)	14	EA	\$14.70	\$205.80
32	Amber/ Amber RPM'S	77	EA	\$6.99	\$538.23
33	Concrete Wheel Stop	62	EA	\$30.00	\$1,860.00
34	Detectable Warning Surface	17	EA	\$300.00	\$5,100.00
35	Stamped Asphalt Crosswalks	226	SY	\$108.64	\$24,552.64
	Sub Total Pavement Markings				\$43,953.43

**EXHIBIT "9.7-2"**  
**CONTRACTOR'S PROPOSAL**

<b>Cost Plus Estimate ITID ACPSE</b>			<b>21-Dec</b>	
<b>DESCRIPTION</b>	<b>U of M</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>MOBILIZATION</b>	LS	1	\$ 15,000.00	\$ 15,000.00
<b>LABOR</b>				
Superintendent	Day	90	\$ 316.52	\$ 28,486.80
Operator	Day	90	\$ 232.05	\$ 20,884.50
Laborer (2)	Day	90	\$ 393.86	\$ 35,447.40
<b>EQUIPMENT</b>				
Superintendent Truck	Day	90	\$ 109.93	\$ 9,893.70
Skid Steer	Day	90	\$ 117.48	\$ 10,573.20
Mini Excavator	Day	90	\$ 147.48	\$ 13,273.20
Loader	Day	90	\$ 279.66	\$ 25,169.40
Plate Compactor	Day	90	\$ 50.43	\$ 4,538.70
<b>OFFICE STAFF</b>				
Project Manager	Day	15	\$ 417.36	\$ 6,260.40
Office Manager	Day	15	\$ 255.77	\$ 3,836.55
			<b>Subtotal</b>	<b>\$ 173,363.85</b>
		<b>15%</b>	<b>OH&amp;P</b>	<b>\$ 26,004.58</b>
			<b>Total</b>	<b>\$ 199,368.43</b>
<b>IF COSTS</b>				
<b>EQUIPMENT</b>				
Motor Grader	Day	1	\$ 311.60	
Roller	Day	1	\$ 133.45	
Tractor with Box Blade	Day	1	\$ 107.90	
Tri-Axel Dump	Day	1	\$ 800.00	
<b>COST PLUS</b>				
Subcontractors		1	Cost + 10%	Variable
Materials		1	Cost + 10%	Variable
Dewatering		1	Cost + 10%	Variable
Haul Off and Dump Fees		1	Cost + 10%	Variable
P&P Bond		1	Total Cost + 2%	Variable
<b>NOTES:</b>				
Assume 90 Days Labor and Equipment at 6 day work weeks				
Superintendent will also operate equipment				
If Needed Equipment billed as required				
Office Staff is assumed to spend and average of 15 days for project duration				
Assumed Contract is a Cost Plus to be billed as work performed and agreed				

**EXHIBIT “9.7-3”  
FORM OF PERFORMANCE BOND**

**[INSERT HERE]**

**EXHIBIT “9.7-4”  
FORM OF PAYMENT BOND**

**[INSERT HERE]**



**EXHIBIT "9.7-5"**  
**FORM C-413 (PUBLIC ENTITY CRIMES AFFIDAVIT)**

**INDIAN TRAIL IMPROVEMENT DISTRICT**  
**ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT**  
**FORM C-413**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

---

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Indian Trail Improvement District by \_\_\_\_\_ on behalf of **LOREN JOCK TRUCKING, INC.**, whose business address is 41490 SE Robert Loop Road, Stuart, Florida 34997 and whose Federal Employer Identification number (FEIN) is \_\_\_\_\_.

2. I understand that a "public entity crime: as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Name and Title

Before me personally appeared \_\_\_\_\_, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

**WITNESS** my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

**EXHIBIT "9.7-6"**  
**FORM C-414 (NON-COLLUSION AFFIDAVIT)**

**INDIAN TRAIL IMPROVEMENT DISTRICT**  
**ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT**  
**Form C-414**  
**NON-COLLUSION AFFIDAVIT**

State of Florida

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of the party making the Proposal or bid ("Bidder"), and
2. The proposal or bid is genuine and not collusive or sham; and
3. Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Loxahatchee Groves Water Control District of any person interested in the proposed contract; and
4. All statements in the proposal or bid are true.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

**LOREN JOCK TRUCKING, INC.**  
*Bidder/Company Name)*

STATE OF Florida  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 2020 by \_\_\_\_\_, the \_\_\_\_\_ of Loren Jock Trucking, Inc., a Florida Corporation, on behalf of the company. He/she is \_\_\_\_\_ personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
*(Signature of notary public)*

[NOTARY SEAL]

\_\_\_\_\_  
*(Name of notary type, printed or stamped)*

My commission expires: \_\_\_\_\_

**EXHIBIT "9.7-7"**  
**FORM C-415 (DRUG FREE WORKPLACE AFFIDAVIT)**

**INDIAN TRAIL IMPROVEMENT DISTRICT**  
**ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT**  
**FORM C-415**  
**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**LOREN JOCK TRUCKING, INC.**

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

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

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

**EXHIBIT “9.7-8”  
FORM C-416 (ETHICS STATEMENT)**

**INDIAN TRAIL IMPROVEMENT DISTRICT  
ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT  
FORM C-416**

**ETHICS STATEMENT**

**WHEREAS**, Owner and Contractor intend by this Ethics Statement (Statement) to address certain ethical understandings as to the Contractor's award or selection for its past, present or future provision of services or material pursuant to this Agreement.

**NOW, THEREFORE**, Owner and Contractor for and in consideration of the mutual understandings and covenants set forth in the Agreement together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

**SECTION 2. STATEMENT.** Contractor does hereby warrant, covenant, represent and state as follows:

(a) It has not, nor will it employ or retain any person, other than a bona fide employee working solely for Contractor, to solicit or secure Owner's award or selection of Contractor for the provision of services or materials pursuant to Agreement.

(b) It has not, nor will it pay or agree to pay any person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or other consideration that was or is contingent upon or resulting from Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

(c) It has not, nor will it pay any money or contribution to any officer, employee or consultant of Owner as a fee, commission, kickback, reward or gift directly or indirectly by any employee, consultant, officer, manager, member or director of the Contractor in the obtaining of Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

(d) It has not, nor will it collude, conspire, connive or agree directly or indirectly with any person or firm in the submission of a collusive or sham proposal in connection with Owner's award or selection of the Contractor for the provision of services or materials pursuant to the Agreement.

**SECTION 3. ENFORCEMENT.** If Owner determines that Contractor has violated any of its warranties, covenants, representations and statements as set forth in this Statement, Owner may terminate the Agreement with Contractor without liability and, at its discretion, Owner shall be entitled to deduct or otherwise recover from Contractor the full amount of any fee, commission, percentage, gift or other consideration that Contractor paid in order to obtain Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

**SECTION 4. CONFLICTS.** To the extent there is any conflict between the provisions of this Statement and the Contract Documents, the terms and provisions of this Statement shall prevail.

**EXECUTED** by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

**LOREN JOCK TRUCKING, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "9.7-9"  
FORM C-417 (ANTI-KICKBACK AFFIDAVIT)**

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, hereby duly sworn, depose and say that no money or contributions have or will be paid to any officer(s) or employee(s) of the Indian Trail Improvement District as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the firm, as a result of or in connection with my Firm's submittal of the attached Proposal.

By: \_\_\_\_\_  
(Signature)

Print \_\_\_\_\_  
(Name Printed)

(Title)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

**EXHIBIT "9.7-10"**  
**FORM C-521 (TRENCH SAFETY AFFIDAVIT)**

**PROJECT: INDIAN TRAIL IMPROVEMENT DISTRICT  
ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT**

**TRENCH SAFETY AFFIDAVIT**

**B&B UNDERGROUND CONTRACTORS, INC.** hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990) ["Trench Safety Act"], a copy of which is attached.

The undersigned acknowledges that included in the various items of its proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
		\$
		\$
		\$
		\$
		\$
	Total	

**LOREN JOCK TRUCKING, INC.**

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name printed:

ITS: \_\_\_\_\_  
(Title)

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

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ (date) by \_\_\_\_\_

\_\_\_\_\_ (name). He/she is personally known to me or has

presented \_\_\_\_\_ (type of identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public Signature



# The 2019 Florida Statutes

---

## **CHAPTER 553** **BUILDING CONSTRUCTION STANDARDS**

### **PART III** **TRENCH SAFETY ACT**

**553.60 Short title.**

**553.61 Intent.**

**553.62 State standard.**

**553.63 Trench excavations in excess of 5 feet deep; required information.**

**553.64 Certain requirements for contract bids.**

**553.60 Short title.**—This act may be cited as the “Trench Safety Act.”

**History.**—s. 1, ch. 90-96.

**553.61 Intent.**—The purpose and intent of this act is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety.

**History.**—s. 2, ch. 90-96.

**553.62 State standard.**—The Occupational Safety and Health Administration’s excavation safety standards, 29 C.F.R. s. 1926.650 Subpart P, are hereby incorporated as the state standard.

**History.**—s. 3, ch. 90-96; s. 31, ch. 2011-213.

**553.63 Trench excavations in excess of 5 feet deep; required information.**—On all specific contracts for trench excavation in which such excavation will exceed a depth of 5 feet:

(1) The contract bid submitted by the contractor who will perform such excavation shall include:

(a) A reference to the trench safety standards that will be in effect during the period of construction of the project.

(b) Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.

(c) A separate item identifying the cost of compliance with the applicable trench safety standards.

(2) A contractor performing trench excavation shall:

(a) As a minimum, comply with the excavation safety standards which are applicable to a project.

(b) Adhere to any special shoring requirements, if any, of the state or other political subdivisions which may be applicable to such a project.

(c) If any geotechnical information is available from the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor’s design of the trench safety system which it will employ on the project. This paragraph shall not require the owner to obtain geotechnical information.

**History.**—s. 4, ch. 90-96.

**553.64 Certain requirements for contract bids.**—The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.

**History.**—s. 5, ch. 90-96.

**EXHIBIT “9.7-11”**  
**INDIAN TRAIL IMPROVEMENT DISTRICT**  
**ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT**  
  
**SCHEDULE OF SUBCONTRACTORS**

**LIST PROPOSED SUBCONTRACTORS**

**CATEGORY OF WORK**

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**EXHIBIT “9.7-12”  
EVIDENCE OF CONTRACTOR LICENSING**

**[ATTACH HERE]**

**EXHIBIT “9.7-13”**  
**MINIMUM CONTRACTOR AND SUBCONTRACTOR INSURANCE REQUIREMENTS**

The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws or regulations:

A. **Workers’ Compensation**, and related coverage

- (1) Coverage A. Statutory Benefits
- (2) Coverage B. Employers’ Liability as follows:

Bodily Injury by accident	\$100,000 (each accident)
Bodily Injury by disease	\$500,000 (policy limit)
Bodily Injury by disease	\$100,000 (each employee)
- (3) Coverage must include a waiver of subrogation endorsement in favor of, and naming, Indian Trail Improvement District and the Engineer.

B. **Contractor’s General Liability** under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- (1) General Aggregate \$1,000,000
- (2) Products – Completed Operations Aggregate \$N/A
- (3) Personal and Advertising Injury \$N/A
- (4) Each Occurrence  
(Bodily Injury and Property Damage) \$1,000,000
- (5) Property Damage liability insurance will provide  
Explosion, Collapse, and Under-ground coverages  
where applicable.
- (6) Excess or Umbrella Liability

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

C. **Automobile Liability** under Paragraph 5.04.A.6 of the General Conditions:

**Either**

- |     |                |             |
|-----|----------------|-------------|
| (a) | Bodily Injury: |             |
|     | Each person    | \$ 500,000  |
|     | Each Accident  | \$1,000,000 |

and

- |     |                  |            |
|-----|------------------|------------|
| (b) | Property Damage: |            |
|     | Each Accident    | \$ 500,000 |

**or**

- |      |                          |             |
|------|--------------------------|-------------|
| (a). | Combined Single Limit of | \$1,000,000 |
|      | Annual occurrence        | \$1,000,000 |

D. **The Contractual Liability coverage** required by the General Conditions shall provide coverage for not less than the following amounts:

**Either**

- |     |                      |             |
|-----|----------------------|-------------|
| (a) | Bodily Injury Limit: |             |
|     | Each Occurrence      | \$1,000,000 |
|     | Annual Aggregate     | \$1,000,000 |

and

- |     |                        |             |
|-----|------------------------|-------------|
| (b) | Property Damage Limit: |             |
|     | Each Occurrence        | \$1,000,000 |
|     | Annual Aggregate       | \$1,000,000 |

**or**

- |     |   |             |
|-----|---|-------------|
| (a) | Combined Single Limit of Bodily Injury and Property Damage: |             |
|     | Each Occurrence   | \$1,000,000 |
|     | Annual Aggregate  | \$1,000,000 |

- |     |   |
|-----|---|
| (c) | The Contractual Liability shall include Commercial General Liability. |
|-----|---|

E. **Additional types and amounts of insurance** required by Owner.

None

F. **Additional Insurance Requirements**

- (1) **Names of other persons or entities** to be included on policy as additional named insureds:

**Indian Trail Improvement District and Craig A Smith & Associates, Inc.,  
their Officers, Employees and Agents**

**(2) Insurance Certificate**

Indian Trail Improvement District and Craig A Smith & Associates, Inc. shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a certificate of insurance (ACORD Form 25) reflecting same shall be delivered to Indian Trail Improvement District, which certificate of insurance shall be maintained on a continuing basis throughout the Term of this Agreement.

**(3) Policy Endorsement**

Indian Trail Improvement District and Craig A Smith & Associates, Inc. shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Engineer's Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Indian Trail Improvement District, an Independent Special District of the State of Florida, and Craig A Smith & Associates, Inc., their Officers, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary basis. A copy of the Policy Endorsement(s) shall be provided to District.

**(4) Acceptable Insurers**

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

**(5) Special Risks or Circumstances for Supplemental Services**

District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Supplemental Work Authorization

**(6) Notice of Cancellation:**

The Insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to Indian Trail Improvement District and Craig A Smith & Associates, Inc. (unless terminated for non-payment in which event ten [10] days notice is required).

**(5) The Policy shall include:**

- (a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

(b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.

(c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insured's clause.

(d) Broad Form Property Damage coverage, including completed operations, or its equivalent.

(e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "1" in Section I of the CG 0001-0196.)  
**No limitation or restriction of this exception is allowed.**

(f) An Additional Insured Endorsement containing the following provisions:

"It is understood and agreed that coverage afforded by this policy shall also apply to Indian Trail Improvement District and Craig A Smith & Associates, Inc."

(g) Additional Insured Endorsements should be in ISO Forms CG 20 10 (Ongoing Operations) and CG 20-37 (Completed Operations) or equivalent.

(h) There shall be no exclusions for continuing or progressive losses not known by Contractor to exist prior to policy inception.

(i) Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

(5) **Property Insurance:**

Contractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Contractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

G. **Waiver of Subrogation.**

Contractor hereby waives all rights of recovery against Owner and the Indemnities, their partners, offices, directors, agents, representatives, employees, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Contractor's property caused or occasioned by any peril or perils covered under any

policy or policies of property insurance carried by the Subcontractor. Contractor shall cause its insurance carriers to consent to such waiver of subrogation.

- H. **Notices**: All certificates of Insurance and required endorsements must be addressed and forwarded to:

Indian Trail Improvement District  
ATTN: Executive Director  
13476 61st Street N.  
West Palm Beach, FL 33412  
Phone: 561-793-0874  
Fax: 561-793-3716

and

Craig A. Smith & Associates, Inc.  
ATTN: James Orth  
7777 Glades Road, Suite 410  
Boa Raton, Florida 33434  
Phone: 561-314-4445  
Fax: 561-314-4457

- I. **Material Element of Contract**

Provision and maintenance of the minimum insurance coverage provided herein is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Owner as a material breach of contract.



**EXHIBIT "9.7-14"**  
**FORM C-418 (PROHIBITION OF CONTRACTING**  
**WITH SCRUTINIZED COMPANIES AFFIDAVIT)**  
**LEAN**

**SWORN STATEMENT UNDER SECTION 287.135, FLORIDA STATUTES,**  
**REGARDING SCRUTINIZED COMPANIES PROVIDING GOODS OR SERVICES**  
**WITH ACTIVITIES IN SUDAN OR IRAN, OR ENGAGING IN BUSINESS IN CUBA OR SYRIA, OR**  
**ENGAGED IN A BOYCOTT OF ISRAEL**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District (the "District") by \_\_\_\_\_  
on behalf of \_\_\_\_\_ (the "Company"), whose business  
address is \_\_\_\_\_ and whose Federal Employer  
Identification Number (FEIN) is \_\_\_\_\_.

2. Based on information and belief, the statements which I have marked below are true in relation to the  
Company *[please check the appropriate boxes]*.

**The Company:**

- a. ☐ **is** [or] ☐ **is not** on the Scrutinized Companies with Activities in Sudan List; and
- b. ☐ **is** [or] ☐ **is not** on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- c. ☐ **is** [or] ☐ **is not** engaged in business in Cuba or Syria
- d.. ☐ **is** [or] ☐ **is not** engaged in a Boycott of Israel.
3. Affiant acknowledges on behalf of the Company that:
- a. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#), F.S., or is engaged in business in Cuba or Syria, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of \$1 million or more; and
- b. The District may terminate the contract if the company is found to have submitted a false certification in violation of §287.135, F.S., or is subsequently placed on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business in Cuba or Syria or engaged in a Boycott of Israel.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Before me personally appeared \_\_\_\_\_, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes herein expressed.

**WITNESS** my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[notary seal]

---

Notary Public, State of Florida  
My Commission Expires:



# Board of Supervisors

## Regular Agenda

### Item 7.2

---

**To:** Board of Supervisors  
**From:** Rob Robinson, Assistant Executive Director  
**Date:** February 12, 2020  
**Subject:** Consider Purchase: 84" SRPE Culvert Pipe

---

**Background:**

The Board of Supervisors has set the replacement of culverts as a high and necessary priority. The District has made a commitment to use in-house staff rather than contractors to install new culverts. District Engineer, Jay Foy has opined on the use of Reinforced Concrete Pipe (RCP) under roadways but is cost prohibited due to the large number of crossing to replace. FDOT has evaluated Steel Reinforced Polyethylene Pipe (SRPE) for a hundred-year estimated service life. See attached: FDOT Drainage Manual Topic No. 625-040-002 Effective: January 2019. Longer lengths and easy joint assembly also contribute to costs savings compared to RCP. The extent of the large order is to facilitate the FDOT Traffic Calming Project due to start in November 2020. This purchase is for three (3) major East/West Canal Crossings, one (1) located on Hall and two (2) on 140<sup>th</sup> Ave. N.

**Fiscal Impact:**

QUO-367752-J8P5N3

DUROMAXX ST BXS 84" - Diameter: 84", Joint Type: Bell and Spigot Soil Tight, Length : 24',  
720.00 Linear Ft. @\$323.00 Per LF

**Total: \$232,560.00 Freight: \$27,750.00 Net Total: \$260,310.00**

**Staff Recommendation:**

Staff recommends waiver of District Purchase Policy and authorize purchase from Contech Engineering Solutions, LLC, Quote QUO-367752-J8P5N3 for **\$260,310.00**.

Only one known source exists for supplies or services as determined by documented research; no other reasonable alternative source exists that meets the agency requirements, see (FDOT) Production Facility Listing.

Quote # QUO-367752-J8P5N3					
Date	1/24/2020	Account Name	INDIAN TRAIL IMPROVEMENT DIST	Reply-To	
Quote #	QUO-367752-J8P5N3	Contact Name	Kenny Sewdass	Contech Rep.	Tom Masterson/Jennifer Dabrawsky
Revision #	1	Phone	(561) 793-0874	Address	1031 DiGiorgio Road, Fort Pierce, FL, 34982
Project Name	FDOT Traffic Calming Improvements	Fax		Phone	561-723-0056
Project #	625463	Email	ksewdass@indiantrail.com	Fax	
Project City/State	Royal Palm Beach, FL			Email	TMasterson@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at [www.conteches.com/cos](http://www.conteches.com/cos). A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	DUROMAXX ST BXS 84" - Diameter : 84", Joint Type : Bell and Spigot Soil Tight, Length : 24, Notes for Quote : 8 TRUCK LOADS AT \$1,850.00 EACH.	30.00	720.00	\$323.00	FT	\$232,560.00
					<b>Total</b>	\$232,560.00
					<b>Freight</b>	\$27,750.00
					(Tax not included) <b>Net Total</b>	\$260,310.00

## Standard Notes

- 1.A fuel surcharge will be added to the invoices for each shipment amounting to 0% of the freight amount and Buyer agrees to pay for these charges.
- 2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
- 3.Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
- 4.Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
- 5.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
- 6.This quotation expires 30 days from the date shown. Prices are firm for shipment within 60 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

## Scope Of Work

### DuroMaxx Pipe

DuroMaxx is available in standard 14' and 24' lengths. Other lengths are available but may impact the above pricing. Non-standard pipe lengths and custom fittings are not returnable.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/2% AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED ABOVE AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance		Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT <a href="http://www.conteches.com/cos">www.conteches.com/cos</a>		By	Tom Masterson/Jennifer Dabrawsky
Company		(O)	561-723-0056
By		(F)	
Title		(Cell)	
Date		Title	

Quote # QUO-367752-J8P5N3

**Contech - CONDITIONS OF SALE**

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;

- (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
- (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

- (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
- (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15





Generated: 2/3/2020 4:57:39 PM

## Production Facility Listing

FDOT State Materials Office, 5007 N.E. 39th Avenue, Gainesville, FL 32609 (352) 955-6600

Production Facility ID and Description	Contact Information	Physical Address	Mailing Address	Status	Company
Plant: Plastic Pipe					
<b>FPP-27</b> ADVANCED DRAINAGE SYSTEMS (BESSEMER CITY NC)	( ) Charles Aguello charles.aguello@ads-pipe.com (704) 629-4151	902 E Maine Ave Bessemer City, NORTH CAROLINA 28016  Lat/Long: 35.284827,-81.266904	902 E Maine Ave Bessemer City, NORTH CAROLINA 28016	QC Plan Accepted for Plastic Pipe [10/18/2018] 3/27/2018	Advanced Drainage Systems, Inc.
<b>FPP-24</b> ADVANCED DRAINAGE SYSTEMS (MUNCY PA)	( ) Jason Crawford jason.crawford@ads-pipe.com (570) 428-3603	173 Industrial Parkway North Muncy, PENNSYLVANIA 17756  Lat/Long: 41.200000,-76.790000	173 Industrial Parkway North Muncy, PENNSYLVANIA 17756	QC Plan Accepted for Plastic Pipe [7/9/2019] 6/23/2015	Advanced Drainage Systems, Inc.
<b>FPP-21</b> ADVANCED DRAINAGE SYSTEMS (PERRY GA)	( ) Jonathan Adams jonathan.adams@ads-pipe.com (478) 955-6450	1005 Valley Dr Perry, GEORGIA 31069  Lat/Long: 32.466437,-83.776698	1005 Valley Dr Perry, GEORGIA 31069	QC Plan Accepted for Plastic Pipe [11/2/2015] 6/23/2015	Advanced Drainage Systems, Inc.
<b>FPP-26</b> ADVANCED DRAINAGE SYSTEMS (SEBRING FL)	( ) Francisco Navarro francisco.navarro@ads-pipe.com (863) 655-5499	1 Ulmann Dr. Sebring, FLORIDA 33870  Lat/Long: 27.465486,-81.347750	1 Ulmann Dr. Sebring, FLORIDA 33870	QC Plan Accepted for Plastic Pipe [1/17/2020] 5/27/2016	Advanced Drainage Systems, Inc.
<b>FPP-01</b> ADVANCED DRAINAGE SYSTEMS (WINTER GARDEN FL)	( )	115 W Crown Point Rd Winter Garden, FLORIDA 34787  Lat/Long: 28.574083,-81.564569	115 W Crown Point Rd Winter Garden, FLORIDA 34787	QC Plan Accepted for Plastic Pipe [7/19/2019] 6/23/2015	Advanced Drainage Systems, Inc.
<b>FPP-09</b> CONTECH (MONTGOMERY AL) - PVC	( ) Dock Rone drone@conteches.com (334) 227-1250	2700 Gunter Park Drive Montgomery, ALABAMA 36109  Lat/Long: 32.400419,-86.284700	2700 Gunter Park Drive Montgomery, ALABAMA 36109	QC Plan Accepted for Plastic Pipe [11/19/2015] 6/23/2015	Contech Engineered Solutions LLC
<b>FPP-23</b> CONTECH (MONTGOMERY AL) - SRPE	( ) Dock Rone drone@conteches.com (334) 531-2685	2700 Gunter Park Dr Montgomery, ALABAMA 36109  Lat/Long: 32.350500,-86.284700	2700 Gunter Park Dr Montgomery, ALABAMA 36109	QC Plan Inactivated for Plastic Pipe [2/14/2019] 6/23/2015	Contech Engineered Solutions LLC

Production Facility ID and Description	Contact Information	Physical Address	Mailing Address	Status	Company
<b>FPP-12</b> CONTECH (SPRINGFIELD, IL)	( ) DOMINIC LOPEZ dlopez@conteches.com (217) 529-5461	1110 Adlai Stevenson Dr Springfield, ILLINOIS 62703  Lat/Long: 39.757229,-89.639508	1110 Adlai Stevenson Dr Springfield, ILLINOIS 62703	QC Plan Accepted for Plastic Pipe [9/4/2015] 6/23/2015	Contech Engineered Solutions LLC
<b>FPP-19</b> CRUMPLER PLASTIC PIPE	( ) HOUSTON CRUMPLER hlcrumpler3@cpp-pipe.com (910) 525-2811	851 Autry Highway Roseboro, NORTH CAROLINA 28382  Lat/Long: 34.961760,-78.522205	851 Autry Highway Roseboro, NORTH CAROLINA 28382	QC Plan Inactivated for Plastic Pipe [12/12/2016] 6/23/2015	Crumpler Plastic Pipe, Inc.
<b>FPP-10</b> DIAMOND PLASTICS	( ) LARRY SCHMIDT lschmidt@dpcpipe.com (308) 385-4333	59005 John Britton Parkway Plaquemine, LOUISIANA 70764  Lat/Long: 30.323521,-91.264090	59005 John Britton Parkway Plaquemine, LOUISIANA 70764	QC Plan Inactivated for Plastic Pipe [2/9/2017] 6/23/2015	Diamond Plastic Corporation
<b>FPP-16</b> HAVILAND DRAINAGE PRODUCTS	( ) JASON SCHAFER jschafer@haviland-drainage.com (419) 576-6518	100 W Main St Haviland, OHIO 45851  Lat/Long: 41.018431,-84.587514	100 W Main St Haviland, OHIO 45851	QC Plan Inactivated for Plastic Pipe [12/12/2016] 2/1/2016	Haviland Drainage Products Company
<b>FPP-13</b> JM EAGLE (MEADVILLE PA)	( ) BRIAN SHULL brianshull@jmeagle.com (814) 337-7675	15659 Delano Rd Cochranon, PENNSYLVANIA 16314  Lat/Long: 41.532971,-80.208820	15659 Delano Rd Cochranon, PENNSYLVANIA 16314	QC Plan Inactivated for Plastic Pipe [12/12/2016] 6/23/2015	JM Eagle
<b>FPP-14</b> JM EAGLE (WHARTON TX)	( ) ALEX GONZALEZ alexgonzalez@jmeagle.com (979) 532-5640	10807 US 59 Road Wharton, TEXAS 77488  Lat/Long: 38.260497,-95.248041	10807 US 59 Road Wharton, TEXAS 77488	QC Plan Inactivated for Plastic Pipe [12/12/2016] 6/23/2015	JM Eagle
<b>FPP-17</b> LANE ENTERPRISES (SHIPPENSBURG PA)	( ) BRIAN CHESTNUT bchestnut@lane-enterprises.com (717) 532-5959 x1207	34 Strohm Rd Shippensburg, PENNSYLVANIA 17257  Lat/Long: 40.066773,-77.440533	34 Strohm Rd Shippensburg, PENNSYLVANIA 17257	QC Plan Suspended for Plastic Pipe [4/9/2018] 6/23/2015	Lane Enterprises
<b>FPP-18</b> LANE ENTERPRISES (WYTHEVILLE VA)	( ) BRIAN CHESTNUT bchestnut@lane-enterprises.com (717) 532-5959 x1207	510 Kents Lane Wytheville, VIRGINIA 24382  Lat/Long: 36.954179,-81.021080	510 Kents Lane Wytheville, VIRGINIA 24382	QC Plan Suspended for Plastic Pipe [4/9/2018] 6/23/2015	Lane Enterprises
<b>FPP-15</b> SOUTHEAST CULVERT - HDPE	( ) TIM KITTS tkitts@southeastculvert.com (770) 963-5041	1094 Bankhead Highway Winder, GEORGIA 30680  Lat/Long: 34.002857,-83.798481	1094 Bankhead Highway Winder, GEORGIA 30680	QC Plan Accepted for Plastic Pipe [6/10/2019] 6/23/2015	Southeast Culvert, Inc.



---

## 6.2.1 Culvert Service Life Estimation

Use the latest version of the computer program, tables, and figures (found in **Chapter 8** and **Appendix M** of the *Drainage Design Guide, DDG*), and/or criteria stated below to evaluate the estimated service life for the following culvert materials:

The Culvert Service Life Estimator Program is available here: [Drainage Design Aids](#)

Galvanized Steel:	<i>DDG Figure 6-1</i> and <i>DDG Table 6.2</i>
Aluminized Steel:	<i>DDG Figure 6-2</i> and <i>DDG Table 6.3</i>
Aluminum:	<i>DDG Figure 6-3</i> and <i>DDG Table 6.4</i>
Reinforced Concrete:	<i>DDG Figure 6-4</i> and <i>DDG Table 6.5</i>
Non-reinforced Concrete:	100 Years (pH $\geq$ 4.0)
HDPE Class-II:	100 Years
HDPE Class-I:	50 Years
Polypropylene (PP)	100 Years
Steel Reinforced Polyethylene (SRPE)	100 Year
F949 PVC	100 Years
Other Polyvinyl Chloride:	50 Years

Note: Estimated Service Life for metal pipe may be increased by 10 years if it is coated with a bituminous coating.

## 6.3 STRUCTURAL EVALUATION

**Appendix C** provides minimum and maximum cover requirements. The Appendix C cover requirements do not include loadings from structural walls. **Section 6.5** addresses the structural adequacy of pipes in proximity to structural walls. Evaluate the minimum thickness established to meet durability requirements to assure structural adequacy and increase it if necessary. Evaluate materials and sizes not listed in **Appendix C** using the guidelines found within the *AASHTO LRFD - BDS* and industry recommendations, and modified as necessary to be consistent with **Appendix C** and any applicable specifications and installation procedures.

## 6.4 HYDRAULIC EVALUATIONS

The hydraulic evaluation is intended to will establish the hydraulic size in accordance with the design standards provided in the *Drainage Manual* for the particular culvert application. For storm drains and cross drains, the design will use the Manning's roughness coefficient associated with concrete pipe, spiral rib pipe, polyethylene pipe, and polyvinyl chloride pipe.





**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 7.3**

**Executive Summary**

---

# **Revised Procurement Policy**

## **Phase 1**

**(\*To Be Discussed in  
Executive Director  
Update – Item 10.1)**





**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 7.4**

**Executive Summary**

---

**Strategic**

**Planning**

**(Verbal)**



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 9.1**

**Executive Summary**

---

**Approval:**

**Disbursements over \$20,000**

# Indian Trail Improvement District

## Disbursements, Jan 16 thru Feb 5, 2020



Check	Sum of Amount
<b>13579</b>	<b>\$35,718.80</b>
<b>1/29/2020</b>	
PALM BEACH AGGREGATES, LLC	
1" MINUS BASE ROCK	\$35,718.80
<b>13555</b>	<b>\$41,199.20</b>
<b>1/29/2020</b>	
ALLIED TRUCKING OF PALM BEACH	
Hauling Dec 23 with 5 trucks From PS1 to Culvert between 77	\$544.00
Hauling From Mining Fill at Pump Station to 77th/78th we	\$544.00
Hauling Dec 26 From PS1 to canal near 16759 60th lane North	\$950.00
Hauling From Mining Fill at Pump Station to 77th/78th west	\$952.00
Hauling From Mining Fill at Pump Station to 77th/78th	\$1,428.00
Hauling From PBA to 82nd St. N; West of 140th Ave	\$1,693.77
Hauling Dec 16th From Mining Fill at Pump Station	\$2,040.00
Hauling from PBA to 64th-west of Mandarin	\$2,103.43
JR API 01 28 2020	\$5,644.00
Hauling Jan 8-10 - 8 to 10 trucks From PS1 to 77/78th -120	\$6,324.00
Hauling From Mining Fill at Pump Station to Culvert near 77	\$8,640.00
Hauling Dec 17 5 trucks From PS1 to Culvert between 77th/78	\$10,336.00
<b>13585</b>	<b>\$31,700.50</b>
<b>1/29/2020</b>	
STORMWATERJ ENGINEERING INC.	
NORTH COUNTY PLAN DECEMBER 2019	\$150.00
M-2 BASIN DECEMEBR 2019	\$187.50
SP-0079, NORTHLAKE BLVD & SPW INTERSEC, SP, INTERSEC IMPROV	\$431.25
SP-0125 RPB Blvd 60th to Orange, PBC, THREE LINE ROADWAY	\$665.06
SP-0084 60th from 110th to 180th, PBCWUD, water lines	\$718.71
SP-0124 Okeechobee Blvd, PB Cnty, Asphalt Pathway, M2 Canal	\$946.45
ROADWAY PROGRAM DECEMEBR 2019	\$1,312.50
NPDES PERMITS DECEMBER 2019	\$1,854.90
MOSS PILOT PROJECT DECEMBER 2019	\$1,936.42
M-1 BASIN DECEMBER 2019	\$2,175.00
GENERAL ENGINEERING CONTRACT EXTRAS DEC.2019	\$10,555.21
R-3 ROADWAY PLAN DECEMBER 2019	\$10,767.50
<b>13593</b>	<b>\$30,590.52</b>
<b>2/5/2020</b>	
CALDWELL PACETTI EDWARDS SCHOECH & VIATOR LLP	
ITID PERMITS - SVCS 01/14/2020	\$22.50
ITID LEVEE BERM - MOSS HYDRATION GRANT SVC -12/27/19-1/13/20	\$112.50
DELLWOOD 01/07/20-01/09/2020	\$225.00
LAS FLORES HOA SVCS 01/07-01/09/2020	\$225.00
R-3 ROAD PLAN SVCS - 01/06/20-01/21/20	\$720.00
ITID MINUTES SVCS FROM 12/20/19-01/15/2020	\$1,260.00
ITID SANTA ROSA GROVES - SVCS 10/31/19-01/24/2020	\$1,597.50
ITID LEGISLATION 5480 - SVCS 10/14-11/18/2019	\$2,403.00
ITID RECREATION/COMMUNITY PARK SVCS 12/19/2019-01/16/2020	\$3,450.00
ITID GENERAL 5430 -12/27/19-01/23/2020	\$20,575.02



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 9.2.1**

**Executive Summary**

---

**January 31, 2019**

**Public Hearing  
R-3 Road Improvement Plan  
Minutes**

MINUTES OF PUBLIC HEARING OF THE  
BOARD OF SUPERVISORS  
INDIAN TRAIL IMPROVEMENT DISTRICT  
JANUARY 31, 2019

A Public Hearing of the Board of Supervisors of Indian Trail Improvement District was held at 6:00 p.m. on Thursday, January 31, 2019 at the District Office located at 13476 61<sup>st</sup> Street North, West Palm Beach, Florida. Present during the Meeting were Supervisors Betty Argue, Tim Sayre, Joni Martin, Michael Johnson and Jennifer Hager. Also, in attendance were; Robert Robinson, District Manager; Bruce Cuninghame, Director of Finance; Attorney Mary M. Viator and Frank Palen of Caldwell Pacetti Edwards Schoech & Viator LLP; and Engineer Jay Foy, P.E. of Stormwater J Engineering, Inc.

**CALL TO ORDER**

President Argue called the Meeting to Order, conducted the Pledge of Allegiance and called Roll.

**PRESIDENT'S WELCOMING REMARKS**

President Argue welcomed everyone to the Meeting. She explained how the District is run and how assessments were benefit assessed. Each taxpayer was part of an activated Unit of Development of Indian Trail. If residents are not part of a Unit of Development, then they do not pay assessments to Indian Trail. Water Control Plans are developed for each Unit and benefits to the lands are determined based the Plan improvements to be provided such as on drainage, road maintenance and canals maintenance. There are three different Drainage Basins: The M-1 Upper and Lower Drainage Basin cover North of 60<sup>th</sup> and East of 140<sup>th</sup>. The M-2 Drainage Basin is everything South of Sycamore East and West of Seminole Prat. Everyone in the M-1 Basin pays assessments for the M-1 Unit. Everyone in the M-2 Basin pays assessments for the M-2 Basin.

Indian Trail was established in 1957, and as population increased, Road Plans were created which encompassed more than one Unit of Development. The R-1 Road Plan encompassed anyone within a mile of a paved road. The R-2 Road Plan put everyone within a half mile of a paved road. The District cannot pave a road if the road is not included in a Unit of Development Plan or Road Improvement Plan. When the District wants to pave a road that is not in a Plan, the District would have to modify that Plan and landowners would be assessed to cover the additional cost for the modification and the paving.

President Argue stated for the past few years, the Board received complaints regarding many of the roads that needed to be paved that serve a general purpose not a specific unit. Everyone who was benefiting from the paved road should be assessed for the paving. The R-3 Road Plan had roads that met a certain criteria that benefit everyone in the District. The criteria used when defining these road improvements was if the road was serving: District Parks, Schools, Emergency Services, and/or District Operations. There was another category which are identified as “other” roads used as cut throughs from non-District roads (such as State Road 7 and Northlake). The Board decided to do one Road Plan to solve different problems in multiple units that were for the general good of all of the residents.

President Argue announced Public Comment Cards would be accepted until Public Comment started after the R-3 Road Paving Improvement Plan Unit of Development.

### **PRESENTATION OF ROAD PAVING IMPROVEMENT PLAN FOR UNIT OF DEVELOPMENT NO. R-3**

District Engineer Foy stated the R-3 Plan included everyone in the M-1 and M-2 Basin, Dellwood, Las Flores, and Unit 19 (not the school). The R-3 did not include Royal Palm Beach, Bay Hill or Rustic Lakes. He stated everyone benefits so everyone pays assessments.



Engineer Foy referred to the R-3 Road Improvement Plan Map which highlighted the boundaries of the Plan. He discussed the roads in the Plan according to the criteria. The criteria for the R-3 Road Improvement Plan was the following: schools, parks, Fire Rescue, District works, and other (such as roads used as bypass).

The following roads were to be in the R-3 Road Plan:

180<sup>th</sup> has two schools; 1 Park off of Hamlin; Tangerine accesses both schools, but residents cannot access their homes because 60<sup>th</sup> was closed due to a legal settlement.

Both access roads to Hamlin Park; Tangerine, 140<sup>th</sup> and 61<sup>st</sup> Street along Acreage Community Park South Expansion; 61<sup>st</sup> Street were also added to the Plan because of Fire Rescue and Indian Trail. Mango was used as a bypass.

Supervisor Hager arrived.

District Engineer Foy added in the M-2 Basin the road to the District Impoundment and 180<sup>th</sup> are included in the Plan.

District Engineer Foy stated currently there was nine and a half miles in the proposed R-3 Road Plan.

District Engineer Foy explained the Board need to make a decision as to which roads are to be included in the R-3 Road Plan after listening to resident comments made at tonight's Public Hearing. If the Board wanted to move forward, he would be given direction to prepare an Engineers Report which would include costs. Engineer Foy stated the Engineer's Report must establish that the benefits of the improvements must exceed the costs.

Engineer Foy stated, as a general rule, a new paved road costs approximately \$1 million per mile for a contractor to construct. He explained Indian Trail Staff could get it done at half that price.

President Argue reminded residents if they had questions to submit a Comment Card.

Attorney Viator explained Indian Trail does not have a road fund like a municipality or the County. Indian Trail cannot just pave a road without going through notice and due process so the landowners are aware of the proposed improvements and they are given the opportunity to comment. The residents that live within the boundaries of the R3 Road Plan will pay for the Plan improvements through assessments. The assessments are based on the special benefit accruing to the landowners' property resulting from improved traffic and roads.

Attorney Viator explained the steps to implement the proposed R-3 Road Improvement Plan.

1. The Board determined the geographical area of the R-3 Road Improvement Plan for all the lands that will be impacted and benefited as a result of the roads being improved. The District advertised for objections to formation of the Unit.
2. The Board authorized the preparation of the Plan, and the District Engineer then prepared the Plan.
3. The District Engineer submitted the Plan to the Board, and the Board considers the adoption of the Plan.
4. Notice of Public Hearing was published, and the Plan was delivered to the South Florida Water Management District (SFWMD) and Palm Beach County (PBC). Notices of the Public Hearing were mailed to all landowners so landowners could make comments regarding the proposed Plan.
5. After receiving input from the landowners at the Public Hearing, the Board decided which roads to include in the Plan.
6. After a Plan was approved, the District Engineer is authorized to prepare an

Engineer's Report which includes the costs.

7. Before the Board takes final action, another Public Hearing would be held for landowners to comment on the Plan and the proposed assessments of benefits in the Engineer's Report.

8. The Board adopts the R-3 Road Improvement Plan and Engineers Report.

President Argue read the names and gave a summary of the objections received.

Nancy Williams favored paving Mango; There was an email exchange between President Argue and Alora Allen, a Dellwood resident, regarding Indian Trail not using Dellwood roads any longer therefore no grading or paving the roads in Dellwood; Anthony Czanstke wrote "No, keep our roads dirt"; A resident on Murcott wanted Murcott paved because it was being used as a bypass; Ruth Selby was concerned about the dust and wanted 120<sup>th</sup> paved from Persimmon to 60<sup>th</sup>; Jeff Hoppe objected to paving 94<sup>th</sup> Street North; Brian Brophy wrote all roads for schools and parks are already paved. President Argue stated that was not the case. She explained some of the roads are millings, which was an alternative to paving, which the District was able to do without the road being in a Plan.

President Argue reiterated in order to pave the road, the road must be in a Road Plan. 180<sup>th</sup> was a millings road and millings were effective on quarter mile roads, but not longer because it was difficult to patch and fill milling roads.

President Argue stated Mr. Brophy also wrote he objected to any paving; William and Kathie Whittaker wrote 130<sup>th</sup> Trail North should be paved.

A motion was made by Supervisor Hager, and seconded by Supervisor Martin, and unanimously passed to receive and file the previous comments read into the records.

## **PUBLIC COMMENT**

President Argue stated she would call the resident to the podium and each person would have a maximum of three minutes.

The following residents did not wish to speak, but submitted a Comment Card:

Jonathan Lohman – wanted more traffic calming, but opposed the Road Plan.

Jennifer and Todd Brooks opposed the Plan and wanted Murcott paved.

Marina Billane opposed the Plan.

Khadisa Exhevarria opposed the Plan.

Elizabeth DelRusso asked if there will be speed bumps on Tangerine Blvd. between 140<sup>th</sup> and Avocado? President Argue stated the Board can choose to do that through the Plan.

Jeremy Swart wrote Mango Blvd. already has speeders and paving would make it worse. Nonresidents have used Mango as a cut through and many horses are in the area.

Sharon Hanley stated speed bumps needed to be installed when Mango Blvd. was paved and asked the cost be added to the budget.

Mark Billane worried about speeding cars on Mango Blvd because he has dogs and children. He was opposed to the Plan.

Ludena Chalmers asked why homeowners on dirt roads have to pay for roads being paved? President Argue commented the cost and the share of the cost would be determined by the Engineer's Report. It was her understanding that the R-2 Road Plans provided that the residents living on the paved roads paid more than the residents that did not.

Howard Price wrote he welcomed paving all roads.

Pedro Vachier wrote to please pave 61<sup>st</sup> Street North.

Aixa Mercado wrote to please pave 61<sup>st</sup> Street North.

Sastry Deo wrote 86<sup>th</sup> Road North needed to be paved.

Leonard Khan wrote what was the schedule for implementation and completion of Royal Palm Beach Blvd?

President Argue stated Royal Palm Beach Blvd., Coconut, Seminole Pratt Whitney, Orange Blvd. and Northlake were all County roads. The District does not have any control over how and when the County expands the roads.

Derrick Richardson supported the R-3 Road Plan.

Jeremy and Jeannine Swart were opposed to the R-3 Road Plan. They also asked what the District was doing with the 2018 assessments. President Argue stated the money has been budgeted to fix the infrastructure which has well exceeded the life cycle.

Trevor Scott wrote supported the Plan. He also stated the road needed to be paved because of excessive dust, mud and potholes. Mr. Scott indicted the swales needed to be recut every three months. President Argue stated swales should not need to be cut that often. Staff should be alerted to the problem.

Ronald Engelgan supported the paving of Mango.

Hilton Eason submitted a Comment Card, but had no comment at this time.

Norman DeGenesig inquired about the cost to pave his road 73<sup>rd</sup> Ct. North.

Flor and Martel Hinds wrote 62<sup>nd</sup> Road North has lots of dust and traffic.

Johnny Ray inquired about the cost of the R-3 Road Plan.

Hank Arnold wrote Banyan was paved so when will 61<sup>st</sup> Place North be paved?

Oscar Blake wrote inquiring why Tangerine Blvd going East was not paved. He supported the R-3 Road Plan.

Gisele Henri requested 61<sup>st</sup> Lane North from Coconut to be paved.

Debra Engelgau opposed Mango.

Julie and Jonathan Lohman wrote inquiring if speed bumps would be installed once 61<sup>st</sup> Street North was paved?

Elco Vallier inquired if 78th Place North was a benefit or would he have to pay for it.

The following Residents addressed the Board:

Leonard Wong wanted 180<sup>th</sup> South of Frontier Elementary School to be paved. President Argue stated only the landowners in that section would benefit from the paving. She reiterated the R-3 Road Plan was for the general benefit of all landowners.

Hyacinth Robertson requested speed bumps be placed on Tangerine Blvd. because of safety issues for the children. Ms. Robertson stated the speeding between 140<sup>th</sup> and Avocado was great. Ms. Robertson asked why the Acreage could not be named Acreage Palms? President Argue stated the Acreage was unincorporated Palm Beach County, but if the District incorporated the name could be changed.

Susan Sinnott stated 94<sup>th</sup> Street was an undesignated horse trail. There was no problem with the road grading and the paving of 94<sup>th</sup> was a bad idea. She stated Murcott should be paved.

Rick and Melissa Helle asked if 140<sup>th</sup> had to be paved in order to open the new park. Mr. and Mrs. Helle supported the Road Plan.

Amanda Wersching was opposed to the Plan and asked why it was all of a sudden, a priority to fix the roads and use our assessments? President Argue stated the Board was trying to be proactive and put the roads in a Plan. Ms. Wersching said she understood why the District was fixing the roads.

Michael Dixon was opposed to the Road Plan. He stated he would not benefit from these roads being paved at all. He lived on 180<sup>th</sup> two blocks North of Hamline, but the paving would

stop on 180<sup>th</sup> at Hamlin. Mr. Dixon also stated Murcott should be paved instead of 94<sup>th</sup>. He did not understand why 180<sup>th</sup> could not be paved all the way down to 94<sup>th</sup>. When the District dredged the canal, he was told all of 180<sup>th</sup> was going to be paved. Mr. Dixon also complained about the speeding on 180<sup>th</sup>.

Angela and Brian Fitch stated Tangelo Blvd. East of Seminole Pratt has been used as a bypass. Mr. Fitch asked if the Road Plan was approved, what timeframe would it be until paving of the roads began.

Soraya Echevarria stated the Plan would not benefit her at all. The median on Seminole Pratt Whitney has already inconvenienced her turning off of her street, and with the high school traffic sometimes it took her twenty minutes. She understood there was more traffic because there were more people in the Acreage. That being said, she stated her assessments to Indian Trail went up every year, and with so many more residents, Indian Trail was getting even more money. Ms. Echevarria asked if this was ultimately the Board's decision. Ms. Echevarria asked if the Plan passed was there a way to appeal. President Argue answered yes.

Marina Billane was opposed and asked if there would be speed bumps? She explained she lived on Mango for over 20 years because it was a dirt road. She did not understand why a road one block off of Royal Palm Beach Blvd. would be paved. Ms. Billane stated she understood residents do donuts with their four wheelers, but that was why people moved to the Acreage.

Salome Mair submitted a card to speak, but did not come to the podium.

John Chalmers supported 130<sup>th</sup> Trail North being paved because of the dust.

Merle Whyte explained 86<sup>th</sup> Road off of 140<sup>th</sup> (North of Northlake) needed to be paved because sand blows up when cars pass. She stated even though 86<sup>th</sup> was a dead-end road, it needed to be paved. President Argue stated residents on 86<sup>th</sup> could submit a paving petition to the District.

Millings for a quarter mile road was the cheapest way to go. President Argue asked Ms. Whyte to contact Staff.

Sheryl Sample asked that 60<sup>th</sup> be reopened. President Argue commented the Board has looked into that issue in the past and will look at it again; however, the Public Hearing was about the R-3 Road Plan. Ms. Sample supported paving and speed bumps on 180<sup>th</sup> and 60<sup>th</sup>. She stated the road maintenance has dropped since 60<sup>th</sup> was closed. She asked the Board to consider moving a berm to Tangerine and open 60<sup>th</sup>? President Argue asked Staff to bring that issue back to the Board in a few months.

Todd Brooks asked to address the Board even though his Comment Card was read earlier. He said he lives on Murcott and when Northlake has been backed up, motorists cut through Murcott. He did not understand paving 94<sup>th</sup> Street. Mr. Brooks in favor of the paving of Murcott.

President Argue invited all residents with questions regarding County roads to attend a Community Information Meeting that County Commissioner Melissa McKinlay would be attending on February 13, 2019 at 6:30 P.M. at the Acreage Library.

Richard C. DeMonaco stated he would like millings installed on 110<sup>th</sup> Avenue North.

Jessica Lindhorst supported paving Mango.

Howard Zusel supported paving Mango. He stated Mango has become a drag strip.

Mike Monnihan asked for Tangelo to Hall to be paved. President Argue asked Mr. Monnihan to point out the portion of Tangelo he was talking about. President Argue stated she thought that portion was included in the Plan because of it being used as a cut through. President Argue stated that portion needed to be added to the Plan. Mr. Monnihan said if residents do not want 94<sup>th</sup> paved, he would take it on Tangelo. He stated speed bumps would also be needed.



Adam Pina lived on Windmill Road. President Argue explained he lived in Sunny Brook Meadows; therefore, he does not pay assessments to Indian Trail nor does he receive services from Indian Trail. Mr. Pina stated Windmill Road was an issue, but 190<sup>th</sup> was the real issue. He stated Fire Rescue at times could not reach his home. He asked who owns 190<sup>th</sup>? President Argue stated he lived within the boundaries of Indian Trail, but was not in an activated Unit. Mr. Pina stated there were FPL poles installed on the corner of 190<sup>th</sup> and Windmill. President Argue stated FPL was constructing a solar farm in the area.

Cheryl-Ann Leslie wanted to know what it would take to pave 90<sup>th</sup> Street North. President Argue stated residents who wanted their road paved or milled can go to the District website and download the information for petitioning the District.

Joel and Gyslaine Charles asked if 92<sup>nd</sup> Lane North was included in the R-3 Road Plan. President Argue stated it was not. Ms. Charles asked for Murcott to be paved. She expressed concern for the children walking to and from school.

Warrick Roundtree inquired about the costs. President Argue stated District Engineer Foy has given a cost estimate at this time of \$1 million per mile. President Argue stated if there was a significant change in the Plan, the Board would have another Public Hearing where everyone will be re-notified.

Attorney Viator explained once the District Engineer submits his Report and designates the benefit assessment, there will be another Public Hearing which would be advertised in the paper and posted on the District website and Facebook Page.

Leonard Kahn asked if 63<sup>rd</sup> Place was in the R-3 Road Plan. President Argue stated 63<sup>rd</sup> Place was not in the Plan.

Darrell Perry opposed the R-3 Road Plan and was opposed to paving Mango. He suggested the District should pave 120<sup>th</sup>.

Flo Hinds asked if her road, 62<sup>nd</sup> Road North, was not paved, did she have to pay for the R-3 Plan?

Ms. J. Elaa asked if 180<sup>th</sup> past Hamlin to 94<sup>th</sup> was going to be paved? President Argue stated only the road between Banyan and Seminole Pratt Whitney was currently on the Plan.

There being no further comments from the Public, the Public position of the Public Hearing was closed.

### **SUPERVISOR COMMENT**

Supervisor Martin thanked everyone for coming, and stated she appreciated everyone's feedback.

Supervisor Sayre stated the Board should look at the Plan again because there are roads that should not be in the Plan that are in the Plan and there are roads that should be in the Plan that are not.

Supervisor Hager agreed there were roads on the Plan that should not be; however, she was not in favor of more paving because she moved to the Acreage to live on a dirt road. Supervisor Hager explained it was her job to listen to everyone who had concerns both for and against paving.

Supervisor Johnson stated there were legitimate concerns brought forward at the Public Hearing. He hoped to come to an agreement sooner rather than later to benefit the community.

President Argue thanked everyone for their Comments. She stated there were a number of things that needed to be changed in the Plan.

President Argue reminded everyone to check the District website and Facebook for upcoming meetings and events. She also stated Staff was available to answer questions via website or telephone.

**ADJOURNMENT**

A motion was made Supervisor Sayre, seconded by Supervisor Hager and unanimously passed to adjourn the Public Hearing.

There being no further business to come before the Board, the Public Hearing was adjourned.

---

President

---

Secretary



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 9.2.2**

**Executive Summary**

---

**January 31, 2019**

**Special Meeting Minutes**

MINUTES OF SPECIAL MEETING OF THE  
BOARD OF SUPERVISORS  
INDIAN TRAIL IMPROVEMENT DISTRICT  
JANUARY 31, 2019

A Special Meeting of the Board of Supervisors of Indian Trail Improvement District was held at 6:00 p.m. on Thursday, January 31, 2019 at the District Office located at 13476 61<sup>st</sup> Street North, West Palm Beach, Florida. Present during the Meeting were Supervisors Betty Argue, Jennifer Hager, Tim Sayre, Joni Martin and Michael Johnson. Also, in attendance were; Robert Robinson, District Manager; Bruce Cunningham, Director of Finance; Attorney Mary M. Viator and Frank Palen of Caldwell Pacetti Edwards Schoech & Viator LLP; and Engineer Jay Foy, P.E. of Stormwater J Engineering, Inc.

**CALL TO ORDER**

President Argue called the Meeting to Order, conducted the Pledge of Allegiance and called Roll.

**PRESIDENT'S WELCOMING REMARKS**

President Argue welcomed Larry Portnoy and Kevin Ratterree from GL Homes. She also recognized David Jang and Jeff Kern from Water Walker/FLFITT.

Since the majority of the residents had left, President Argue asked if the proposed Road Paving and Improvement Plan for the Unit of Development No. R-3 Item 6.1.1 could be moved to the bottom of the Agenda to allow the GL Homes Agreement Item 6.1.2 and Florida FITT Item 6.1.3 to be considered first.

President Argue asked for a motion to move Item 6.1.1 Consider: Proposed Road Paving and Improvement Plan for Unit of Development R-3 to below Item 6.1.3.

A motion was made by Supervisor Sayre to move Item 6.1.1 to the February Meeting. President Argue stated she wanted to have a short discussion regarding the R-3 Plan. Supervisor Sayre did not receive a second on his motion.

A motion was made by Supervisor Hager, seconded by Supervisor Martin and passed to move Item 6.1.1 Consider: Proposed Road Paving and Improvement Plan for Unit of Development R-3 to below Item 6.1.3 Discussion/Board Direction: District Financial Investments and to have a short discussion on the Item so Staff could be given direction. Supervisor Sayre was opposed.

### **SUPERVISOR COMMENTS**

Supervisor Sayre thanked the gentlemen who were present to make the Presentations.

The other Supervisors had no comment at this time.

### **6.1.2: CONSIDER: GL HOMES AGREEMENT**

Attorney Palen used a power point to provide an overview of the GL Homes matter. Mr. Palen pointed out the GL property on the screen and stated the project was currently awaiting approval from Palm Beach County Zoning. GL Homes received approval for its Comprehensive Plan in 2016 so the basic land use and overall density has already been established by Palm Beach County.

Attorney Palen explained the GL Homes property consisted of 4,871 acres, and the Zoning Petition was going to be heard by the County Zoning Commission on February 7, 2019, and the Board of County Commissioners on March 28, 2019. If the Petition was approved, the County would issue a Development Order with numerous conditions. The County conditions would affect the GL Agreement with the District.

Attorney Palen reiterated when the project was built out it would have an impact on traffic. The project was not hydrologically connected; therefore, the District's drainage system would not

be affected, and it will have no impact on the recreation system of Indian Trail. The project had three major outlets to the east: 60<sup>th</sup> Street, south of the M-Canal, which was a County road; Orange Blvd. and Hamlin Blvd., which were both Indian Trail roads.

Attorney Palen presented the GL Agreement to the Board. He discussed the benefit to the District to have an agreement with GL Homes. If the Board chose to approve the Agreement, Mr. Palen stated there would actually be two agreements total. Already in place was an Agreement with the landowners to donate 640 acres to the District which was approved in March 2018, which provides that the deed would be held in escrow (which it was) until the conditions were met. Mr. Palen explained the conditions had a four-year time period to be completed.

Attorney Palen stated during that four-year period a Development Order issued by the County would be needed, or a density swap moving the density on this parcel to somewhere else in the County would be required. The second agreement before the Board tonight for approval was required by the County for GL Homes to receive a Development Order from the County. Mr. Palen stated once a Development Order was issued by the County that one condition would be satisfied.

Attorney Palen said the other two conditions are entirely Indian Trail's responsibility; one was that financing would be in place, and the other was the project would be permitted and be ready to go. At the end of the four-year period the deed would be given to Indian Trail.

Attorney Palen stated the Agreement before the Board tonight dealt with the road improvements of Orange and Hamlin and when those road improvements are going to be built and to what standards. The other major component of this Agreement was making GL Homes a Unit of Development of Indian Trail.

Attorney Palen explained the entire property was within the legislative boundaries of the District, but currently was not subject to a Unit of Development. The landowners have agreed to form a Unit of Development and activate for the purpose of establishing maintenance assessments. He explained each future landowner in the development would pay an assessment to Indian Trail which would help maintain all of Indian Trail's paved and millings roads; therefore, the assessment would be based on all the paved and millings roads in the District which was a significant benefit to the District.

Attorney Palen said in addition to the assessments, the landowner would reimburse the District for professional expenses up to this point in the amount of \$155,000 which would be paid within five days of the execution of the Agreement. Additionally, the landowner would compensate the District for the impacts of the agricultural production of \$6,000 per year as long as agricultural production exists on the property.

Attorney Palen stated another benefit was the GL property had an extensive equestrian trail system which would be opened to Indian Trail residents. This was a development with a long buildout; therefore, the Agreement has built in flexibility addressing future issues. Mr. Palen stated this Agreement would be effective upon receipt of a Non-Appealable Development Order.

Attorney Palen stated between the previously approved 640 Acres Agreement and this Agreement dealing with the road improvements a substantial benefit was provided to the District; therefore, Staff recommended approval as submitted.

President Argue requested clarification of the protections for Indian Trail in this Agreement. Attorney Palen explained if the plans changed affecting the traffic capacity, the District would be allowed under this Agreement to revisit the Agreement relating to traffic impacts.



Supervisor Sayre said he had asked if the District did not get the 640 acres at the end of the four years, he wanted the landowner to pay the District an additional \$155,000 to cover expenses. Attorney Palen stated that language was not currently in the Agreement.

Supervisor Sayre requested clarification if the terms of the Escrow Agreement were not satisfied. Mr. Palen explained the condition of the landowner getting a Development Order from the County was only in place for the four years; therefore, after the four years had passed that condition would no longer be valid.

Attorney Palen explained for the deal to fall through, the County would have to repeal the Ordinance changing the zoning for the Development. If Indian Trail did not take the 640 acres; the land would go to the County; therefore, the County had a direct interest in the project to establish the 640 acres as a preserve area.

Supervisor Sayre stated he understood the possibility of the District not getting the 640 acres was slim, but he wanted that language in the Agreement to protect the District. Mr. Palen suggested the question of the language for a payment of an additional \$155,000 be asked of the landowner representatives present at the Meeting.

Supervisor Sayre asked why the two conditions for Indian Trail were added to the 640 acres? Attorney Palen explained the previous Board negotiated the terms with the Landowner. President Argue confirmed the Indian Trail needed two years to complete the two District conditions.

Larry Portnoy with GL Homes addressed the Board. Mr. Portnoy confirmed if GL Homes does not get the approval to build, Supervisor Sayre wanted GL Homes to pay an additional \$155,000. Mr. Portnoy stated that would not happen. He explained if the County allows the

density swap and GL Homes can build somewhere else in the County, there may be settlement room for the District to be satisfied.

Mr. Portnoy stated the public benefit was to get the Acreage up to one inch per day. He stated that was the reasoning for the permit and financing conditions so the 640 Acres would be used for the designated purpose. Mr. Portnoy stated currently there was farm income from the property, but at some point, the farming would stop.

Supervisor Sayre reiterated GL Homes should agree to pay the District an additional \$155,000 if Indian Trail does not get the 640 Acres because GL Homes would still own the land. Mr. Portnoy indicated the request was unfair especially coming in at the end of a two-year negotiation. He also explained the \$155,000 already given to the District by GL Homes was not negotiated in the beginning. GL Homes did not have any say so as to how many consultants, etc. would be involved. GL Homes has agreed in good faith to be good neighbors.

President Argue stated it was important to remember how the negotiations have gone from the beginning. There were multiple drafted Agreements and originally GL Homes was going to use more roads than Orange and Hamlin. The conditions were put into place to protect the District as well. Even though the County did not require Orange and Hamlin west of Seminole Pratt Whitney be widened to three lanes, as suggested by the District Engineer for safety purposes, GL Homes agreed to widen both roads to three lanes per District standards.

Attorney Palen stated the County Staff had been very cooperative throughout the process. The Development Order request would be before the Zoning Board in February and the County Commissioners in March. Mr. Palen stated the Board should be prepared to make a statement for the Zoning Board Meeting and the Board of County Commissioners Meeting.

President Argue stated she was prepared to go to both meetings and speak on behalf of the Board.

Supervisor Sayre questioned when was Orange Blvd going to be aligned? Attorney Palen stated when work was done on the County owned portion of Orange Blvd. (East of Seminole Pratt Whitney), there may be an alignment request by the County at that time.

President Argue stated the Board has always been opposed to Orange Blvd. being aligned.

Supervisor Sayre stated while the Board was opposed, he favored alignment because it was a dangerous intersection.

President Argue asked if other Board Members had changed their minds regarding the alignment of Orange. The consensus of the Board was still opposed to the alignment of Orange.

President Argue told Supervisor Sayre she appreciated what he was saying about the money. She also understood GL Homes was opposed to giving the District more money and she looked forward to continue working with GL Homes.

District Engineer Foy stated GL Homes came to him regarding the traffic impacts to the District. GL Homes did not have to do what they did. Mr. Foy appreciated the efforts of GL Homes.

A motion was made by Supervisor Hager, seconded by Supervisor Martin and unanimously passed to approve the Agreement as presented.

There was no Public Comment.

Mr. Ratterree and Mr. Portnoy made a comment that the County was also looking at aligning Hamlin.

President Argue directed Staff to ask if the District could request time for an additional presentation at the County Meetings regarding the aligning of Hamlin and Orange so Indian Trail can officially express the Board's position.

District Engineer Foy stated he would get the information on what the County was trying to do and report back to the Board.

President Argue stated the Zoning Meeting was February 7, 2019 beginning at 9:00 A.M. and the Board of County Commissioners Meeting was on March 25, 2019.

Mr. Portnoy stated even if Indian Trail opposes the alignment, GL Homes does not.

#### **6.1.3 DISCUSSION/BOARD DIRECTION: DISTRICT FINANCIAL INVESTMENTS**

President Argue stated David Jang of Water Walker (FLFIT) was present, Sean Gannon from PFM was also present, and Matt Tight and Tommy Jordan with Florida Class (FLCLASS) were present via telephone.

Finance Director Cuningham proposed the District invest its excess cash into local government investments pools (LGIPs). The District had almost \$7,000 invested with Florida Education Investment Trust Fund (FEITF) and approximately \$57,000 invested with Florida SBA/Prime. He explained at this time the District does not have money invested with FLCLASS, but FLCLASS was a LGIP. The District also has a money market account with \$7.6 million with (TD) an investment manager.

Finance Director Cuningham explained there were different types of investments the District could use. One type was an investment pool which was essentially a money market type fund; the second type was term investments (60, 90, 120 days etc.); and the third option was a managed investment account such as the District had previously at TD which was managed by PFM.

President Argue stated Water Walker would have a chance to do their presentation. The Board would then review all the information and ask questions.

President Argue stated Mr. Jang was invited to make a presentation to the Board tonight.

David Jang with Water Walker made a presentation to the Board. Water Walker was the investment manager for the Florida Fixed Income Trust (FLFIT) which was a LGIP. He explained a LGIP was owned by the participants, and there was a Board of Trustees of Participants' Peers. Water Walker has managed public funds since 2000. Mr. Jang stated he was an PFM Asset Manager in 2010 when the District signed an Investment Management Agreement with PFM and opened the account at TD Bank. He also remembered the District moving from PNC Bank to BB&T.

Mr. Jang stated what separated FLFIT from PFM and FLCLASS was there were four types of investments the District could use which are: FDIC insured CDs; cash pool (dollar in dollar out – no risk to the principal); and two types of floating net assets.

Mr. Jang concentrated on the cash pool. He stated it was rated AAAF-S1+. He explained a benefit to the District was the cash pool had next day liquidity. The District would have secure online access and would be able to move from one investment type to another depending on the market. Mr. Jang stated there would be view access for the Board and Mr. Cunningham would have access to retrieve reports.

Supervisor Sayre asked Mr. Jang to clarify what no risk to principal meant and what AAAF rating meant compared to AAAM. Mr. Jang explained no risk to principal meant the District invested a dollar, the district received a minimum of one dollar back, plus interest. He explained the AAAM was a money market account; and the AAAF was a floating net asset value; meaning, there was no change to the share purchased in the pool.

Mr. Jang stated investing District funds with Water Walker / FLFIT was a competitive option, but a percentage of every dollar was given back to FASD through Water Walker sponsorships.

Supervisor Sayre asked about fees in and/or fees out. Mr. Jang confirmed the rate that was quoted was net of all fees; however, all the fees are spread out over the entire pool. FLFIT had \$1.7 billion in assets currently.

Mr. Jang confirmed for Supervisor Sayre that fees were subtracted from interest and not principal. Supervisor Sayre asked if there were fees or limits on the amount of wires? Mr. Jang clarified there was no limit on wires and there are no fees on wires. The District would have to verify with BB&T the fees on incoming and outgoing wires.

President Argue asked Supervisor Sayre, Treasurer for the District, to work with Finance Director Cunningham to ensure the District was keeping the minimum amount of money so fees would be low or none. She stated if one bank has a better deal then the other perhaps the District needs to look at that.

Mr. Jang stated Water Walker supported charities besides FASD. He also confirmed a representative from Water Walker would come quarterly to present the Board with an update.

Supervisor Sayre asked if there was a management fee if the District chose to invest money with PFM. Sean Gannon with PFM confirmed fees in FEITF were net of interest. Supervisor Sayre asked why a fee of \$25,000 was charged in 2010? Mr. Gannon stated PFM was managing private securities solely for the District.

Supervisor Sayre asked if there were penalties in term investments at PFM? He was told there was no penalty if money was taken out early, it just depended on the market at the time of withdrawal.

Mr. Gannon stated FEITF was AAAP and AAAPK. He also confirmed FEITF was dollar in dollar out as well with next day liquidity. Mr. Gannon stated the rate today was 2.63%.

Mr. Jang stated his rate today was 2.65%.

Supervisor Sayre asked the same questions of FLCLASS on the phone. Matt Tight confirmed FLCLASS was AAAM; dollar in dollar out, with the interest accrued daily and paid daily was net of fees; no set term products are offered; the fund closed at 2.65% today.

Mr. Cunningham recommended the Board pick an LGIP to invest District money with, such as FLCLASS, FLFIT, or SBA/PRIME.

Mr. Cunningham suggested the Board look at the cash flows for the last Fiscal Year and what was expected for this Fiscal Year. Assessments are levied for \$12 million for this year. There was a \$3.1 million difference in the budget of \$15 million; therefore, the Reserves would have to be drawn down.

President Argue stated the \$3.1 million was not an excess in the budget cashflow; it was to correct the problem of not putting funds where they were supposed to be put in the first place; therefore, the \$3.1 million was supposed to come from the Reserves. Mr. Cunningham stated if the District spent the assessments of \$12 million, Indian Trail would be over budget by \$3.1 million. President Argue explained the District did not go over budget, the \$3.1 million was carryovers that were mixed in with the Reserves. She stated the Board was not being irresponsible. Mr. Cunningham was in agreement.

Mr. Cunningham explained the Board had a policy to keep 25% of the budget in Reserves. Mr. Cunningham recommended keeping \$3.9 million in the checking account. He explained that was the number he felt comfortable keeping in the checking so there was not constant shifting back and forth from invested money or worry about what the balance was in the checking account.

After leaving \$3.9 million in checking, Mr. Cuningham stated \$15.7 million would be leftover to invest. He suggested using one of the LGIPs. Mr. Cuningham stated in his opinion all the LGIPs are similar so he had no recommendation of one vendor over the other. Mr. Cuningham stated he did not see enough difference in interest rates to recommend any term investments.

President Argue stated in her opinion some of the money should be invested in Water Walker and some in FLCLASS. She questioned keeping \$3.9 million in the checking account. She explained keeping the minimum balance to avoid service charges was one thing, but \$3.9 million was a lot of money especially when investments can be drawn down at any time.

District Manager Robinson stated he and Mr. Cuningham would have to check with BB&T to see what the minimum fund balance requirement was so fees would not be charged. Mr. Robinson stated the \$3.9 million was what the District spent quarterly.

Tommy Jordan of FLCLASS stated with transfer requests before 3:00 P.M., the District would get the money requested within an hour; Mr. Gannon of PFM did not know, and Mr. Jang stated FLFIT has the same turnaround within an hour.

Supervisor Sayre asked Mr. Cuningham about his opinion of AAAF or AAAM. Mr. Cuningham stated the differences were so close he had no concerns. Supervisor Sayre asked Mr. Cuningham if he would be comfortable investing money in one, two or three companies. He also asked Mr. Cuningham if he would be comfortable with a \$2 million balance for the checking account? Mr. Cuningham stated he would be comfortable with two investment firms. As to the \$2 million target balance in the checking account, Mr. Cuningham stated the lower the target balance the more he would have to know the daily balance in the checking account because Staff does not normally reconcile the bank account every day.



Supervisor Sayre explained every time a check run was done the total check amount could be transferred out of the investment funds.

Supervisor Sayre questioned the bond payments that were made early because payment was not due until August 1, 2019. He asked if it was possible to pull that money back and put it into a higher interest account, or was the District getting interest on the money sitting at the bank? Mr. Cunningham stated in his view the bond assessments received were not the District's money. The bond documents are the keeper of those moneys; therefore, the Trustees pay out the money at the right time to the bond holders. President Argue asked if the bond documents require the District to transfer the bond assessments to the Bond Trustees before it is due? Mr. Cunningham said he would have to look into that.

President Argue asked Mr. Cunningham to get the bond documents to the Board Members, and she asked Legal to look into the process. President Argue stated if the Bond money was not due to be paid until a certain date then the money should be working for the District.

Supervisor Sayre stated he would make a motion to move money to FLCLASS and FLFIT.

A motion was made by Supervisor Sayre, seconded by Supervisor Hager and unanimously passed to engage FLCLASS and FLFIT as the District investment companies, subject to legal review of each Agreement.

A motion was made by Supervisor Sayre, seconded by Supervisor Hager and unanimously passed to keep a target checking balance of \$2 million after finding out the minimum bank required balance to avoid fees, with 50% of the excess money invested with FLCLASS and 50% invested with FLFIT in the cash pools so funds are immediately available to the District.

President Argue thanked the Representatives from FLCLASS, FLFIT and PFM for attending the Meeting. She asked David Jang of FLFIT and Matt Tight of FLCLASS to submit their Agreements to Mr. Cuningham as soon as possible.

**6.1.1 CONSIDER: PROPOSED ROAD PAVING AND IMPROVEMENT PLAN FOR UNIT OF DEVELOPMENT NO. R-3**

President Argue stated the Board should give direction to Staff regarding the R-3 Road Improvement Plan based on the Public Comments received earlier at the Public Hearing.

President Argue called for a five-minute break.

President Argue stated there needed to be an overall Road Plan for the District, but the reason the Board chose not to do that was the Public would not understand. She stated if the Road Plan had a public benefit and the Board has created the criteria, then every road in the Plan has to fit that criteria. She indicated she thought having 94<sup>th</sup> Street in the R-3 Plan was a mistake and Tangelo needed to be paved to Hall. The roads around Hamlin Park could be millings and put in the Plan as such, and if in the future, the Board wanted to pave the road then an amendment could be done to the Plan. President Argue stated the section of 110<sup>th</sup> to 140<sup>th</sup> could be millings as well. She commented that 180<sup>th</sup> to 94<sup>th</sup> north of Hamlin did not fit the criteria, and if that section was paved then the section below Tangelo would need to be paved as well. She suggested getting traffic counts on Murcott and 94<sup>th</sup>.

District Engineer Foy stated the only way was to get counts on the roads the Board thinks should be in the Plan. President Argue suggested using one of the speed signs on the roads to obtain a count and speed information.

District Manager Robinson stated a combination of traffic counter and speed sign should be done. He confirmed the purchase of more speed signs was on the February Agenda.

District Engineer Foy confirmed the Board wanted traffic counts on the following roads: Murcott, 94<sup>th</sup>, 120<sup>th</sup> and 130<sup>th</sup>. President Argue cautioned 130<sup>th</sup> was a long road and a horse trail. District Engineer Foy stated 130<sup>th</sup> was 5 miles long on each side.

President Argue stated when the District received the 640 Acres which roads are the District vehicles going to use to get to the M-1 Impoundment, 190<sup>th</sup> or Calamondin? She asked which road was going to have the impact of dump trucks going in and out. District Engineer Foy stated the typical path could be Hamlin to 190<sup>th</sup>.

District Engineer Foy stated the roads that fit the criteria are easy; it's the roads that would not be in the Plan but for the amount of traffic was not easy. The roads in the other category needed to have traffic counts to prove the need to include them in the Plan. President Argue stated every road that a traffic study was done needed to have a District speed sign there at the same time to collect traffic data as well.

Supervisor Martin stated regarding Mango, some residents wanted it paved and some did not. She suggested taking out 94<sup>th</sup> and putting Murcott into the Plan.

Supervisor Sayre stated if Tangelo from Seminole Pratt over to Hall Blvd. was paved, it would become a raceway especially when the County begins work on Northlake.

Supervisor Sayre stated he had been in contact with the Deputy Chief Facilities Manager, David Dolan, about the extension of the right turn lane into the school at Frontier Elementary, and it was tabled at last month's School Board Meeting. Mr. Dolan told Supervisor Sayre he would bring it back up to the School Board.

President Argue stated she had followed up with School Board Member Marcia Andrews about 180<sup>th</sup> backup getting into the school. The District wanted a turn lane that ran the entire length of the schools on 180<sup>th</sup>.

Supervisor Hager stated school traffic was only for an hour in the morning and an hour in the afternoon. President Argue stated it was unsafe for those hours. She stated now that she was driving there every day, she had seen what the residents were complaining about.

District Manager Robinson stated he did an Update to the cost of a quarter mile of road based on the takeoff of 180<sup>th</sup> for the overlay. He stated it has been a cost increase in the millings to \$7.50 per ton. He also looked at the cost of the subgrade prep material which was now \$35,000 per quarter mile to do millings.

He stated 110<sup>th</sup> north of Orange, 180<sup>th</sup> between Sycamore and Allen Black, Hamlin west, Murcott, Mango, Tangelo, 180<sup>th</sup>, 98<sup>th</sup> and 61<sup>st</sup> could be millings, and the cost to do millings on these roads would be \$570,000. He clarified the 61<sup>st</sup> paving would be done for the entrance to the fire station and the intersection at 140<sup>th</sup>.

President Argue stated the District could have a contractor pave 140<sup>th</sup>, Tangerine, and 61<sup>st</sup> at the same time and save the District money. President Argue opposed putting millings on 61<sup>st</sup> because of heavy traffic from District vehicles, school buses, etc. When the Park was open the traffic would increase not just with cars but horse trailers as well.

President Argue stated there was one Public Comment from Leo Doon to pave Mango.

### **ADJOURNMENT**

A motion was made Supervisor Hager, seconded by Supervisor Sayre and unanimously passed to adjourn the meeting.

There being no further business to come before the Board, the Meeting was adjourned.

---

President

---

Secretary





## **Board of Supervisors**

### **Item 9.3**

### **Executive Summary**

---

To: Board of Supervisors  
From: Staff  
Date: February 12, 2020  
Subject: Approving Budget Calendar for Fiscal Year 2021

---

**Background:**

Each fiscal year the District adopts a budget.

The attached Budget Calendar lays out a timeline for the District to plan, draft and adopt the Fiscal Year 2021 (FY21) Budget.

**Fiscal Impact:**

There is no fiscal impact to the District approving the Budget Calendar.

**Staff Recommendation:**

Staff recommends the Board adopt the FY21 Budget Calendar.

**Attachments:**

Proposed Budget Calendar for FY21.

**INDIAN TRAIL IMPROVEMENT DISTRICT  
BUDGET CALENDAR  
FISCAL YEAR 2021**

<b><u>Date</u></b>	<b><u>Activity</u></b>
March 9, 2020	Distribute Budget Worksheet Packages to District Staff.
March 16, 2020	Budget Packages due to Finance Director.
April 1, 2020	Tentative Budget Workshop with Board of Supervisors <b>5:30 PM</b>
April 1 – 28, 2020	Review Draft Budget, Assessment Rates, Cost Allocation Analysis, and Common Area Acreage Analysis with District Manager, Dept. Directors, Finance Director, and Consultants.
April 15 or 29, 2020	Presentation of Draft Budget to Board of Supervisors by Executive Director and Finance Director.
May 1, 2020	Public Hearing: Fiscal Year 2021 (FY21) Budget-All Units 7 PM (for residents – Board Members do not need to attend)
June __?__, 2020	First Release of estimated values by Property Appraiser of 2021 Tax Roll data for Non-Ad Valorem (NAV) Assessment Roll.
June __ – __, 2020	Analysis of changes in NAV Assessment Roll.
July 15, 2020	Presentation of FY21 Resolution, Budget and Assessments Rates for approval by Board of Supervisors. <u>During Regular Board Meeting.</u>
July __?__, 2020	Deadline for submittal of FY21 Budget Assessments to Palm Beach County Property Appraiser/ISS.
August 26, 2020	Board of Supervisors Meeting for Final Certification of Assessment Roll and FY21 Budget.
September __?__, 2020	Deadline for Certification of Final NAV Tax Roll to the Tax Collector.
October 1, 2020	Fiscal Year 2021 Approved Budget is implemented.

? - Dates to be determined by Palm Beach County.

Approved by the Board on \_\_\_\_\_



## **Board of Supervisors**

### **Item 9.4**

### **Executive Summary**

---

To: Board of Supervisors  
From: Burgess Hanson, Executive Director  
Date: February 12, 2020  
Subject: Seminole Improvement District – General Permit

---

**Background:**

The Seminole Improvement District recently installed guard rails along 168<sup>th</sup> Terrace North and 168<sup>th</sup> Trail North to prevent vehicular access to the M2 Canal which it owns. Indian Trail has traffic signage on the Seminole Improvement District (SID) right-of-way. Rather than SID request the sign removal, we are submitting a permit to keep the signage on their right-of-way. The Indian Trail District Attorney and legal staff have reviewed this general permit. There are no issues.

**Fiscal Impact:**

Seminole Improvement District is waiving the normal permit fees.

**Staff Recommendation:**

Administration recommends submitting this General Permit.

**Attachments:**





Seminole Improvement District  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470  
561-790-1742

## **GENERAL PERMIT**

**PERMIT NUMBER: 2019-000**

**PERMIT DATE: February 12, 2020**

**PERMITEE: Indian Trail Improvement District**

**PROJECT NAME: Indian Trail Improvement District M-2 Canal Safety Signage**

**PERMIT FEE: Waived**

**PROJECT LOCATION: Westlake, Florida**

**PERMITTED CONSTRUCTION and/or IMPROVEMENT: Seminole Improvement District (SID) permits Indian Trail Improvement District (ITID) to install, maintain, and replace traffic safety signage within SID's M-2 Canal Right-of-Way at intersections as shown on attached EXHIBIT "B". ITID signs shall be of the type shown on Page 4 of EXHIBIT "B" and be installed as shown on Pages 5-8 of EXHIBIT "B".**

**PERMIT TERMINATION DATE: Six (6) months from receipt of SID Notification of Termination of Permit.**

REVIEW THIS PERMIT IN ITS ENTIRETY. OBJECTIONS TO THE CONDITIONS OF THIS PERMIT MAY BE ADDRESSED BY PETITION WITHIN TEN (10) WORKING DAYS FROM THE PERMIT DATE (SEE ABOVE). A COPY OF THE SIGNED AND WITNESSED ORIGINAL WILL BE RETURNED TO YOU.

1. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property

2. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of SID.

3. SID specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to SID operations; and enter and exit upon the Property at all times for such purposes. The Permittee understands that in the exercise of such rights and interest, SID may require the Permittee, at no cost to SID, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by the Permittee pursuant to this Permit which, in the opinion of SID, interfere with or prevent SID from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a

reasonable time period following receipt of notice from SID requesting same, then SID shall have the right to enter upon the Property and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to SID.

4. Permittee agrees that it will not use the Property in any manner which interferes with SID operations or usage or causes a hazardous condition to exist.

5. SID assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.

6. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (1) any below-grade authorized facilities and features located therein, including but not limited to water, sewer, storm water or irrigation facilities, structures or appurtenances and (2) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, subgrade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.

7. Permittee shall, at no expense to SID, and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of SID.

8. Permittee does hereby indemnify and hold harmless SID, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee, provided however nothing herein shall constitute a waiver of Permittee's sovereign immunity as provided in Section 768.28, Florida Statutes.

9. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from SID, then in that event, SID may, at its option, revoke, cancel and terminate this Permit.

10. This Permit may not be assigned by the Permittee without the prior written approval of SID.

11. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

12. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.

13. That attached hereto are Conditions to this Permit which are incorporated herein and made a part hereof.

**SEMINOLE IMPROVEMENT DISTRICT**

**WITNESSES**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

NAME TYPED: Scott Massey

TITLE: President

**INDIAN TRAIL IMPROVEMENT DISTRICT**

**WITNESSES**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

NAME TYPED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PERMIT INFORMATION**

OWNER'S NAME or OWNER'S REPRESENTATIVE: **INDIAN TRAIL IMPROVEMENT DISTRICT**

BUSINESS TELEPHONE: (561) 793-0874

MAIL ADDRESS: 13476 61<sup>ST</sup> Street North, West Palm Beach, FL 33412

EMAIL ADDRESS: \_\_\_\_\_

ENGINEER'S NAME: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

MAIL ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## **CONDITIONS TO PERMIT NO. 2019-000**

### **A. GENERAL CONDITIONS**

1. The permitted activity shall be implemented, constructed and/or /installed in full accordance with the attached EXHIBIT "B". Deviations from EXHIBIT "B" shall be coordinated with and approved by the SID Engineer prior to implementation of any such deviation.
2. The SID Engineer shall be the final authority as to the quality and quantity of the traffic safety signage installed by ITID.

### **B. UNDERGROUND IMPROVEMENTS - CONDITIONS**

1. Any affected SID canal right-of-way, in its entirety, together with appurtenances therein or thereon, shall be left in as good a condition as that which existed before construction.
2. All permitted activity and installations shall be implemented and constructed in a workmanlike manner using best engineering practices.
3. The finished surface of any excavated area shall be replaced with the same type material as existed when the work began, such as sod for sod; shell for shell; etc.
4. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

### **C. SPECIAL CONDITIONS**

1. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached EXHIBIT "A" titled "Insurance Coverage".
2. This Permit is subject to termination if the lands upon which of the permitted works are to be installed are conveyed to or acquired by another governmental entity unless approved in writing by SID.



Seminole Improvement District  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470  
561-790-1742

## EXHIBIT A

### INSURANCE COVERAGE

#### GENERAL

SID shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name.

#### INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

##### Workers' Compensation

- |  |            |
|--|------------|
| 1. State:                                    | Statutory  |
| 2. Applicable Federal Workers' Compensation: | Statutory  |
| 3. Employer's Liability:                     | \$ 500,000 |

##### Comprehensive General Liability:

- |   |                  |
|---|------------------|
| 1. Bodily Injury (including completed operations and Products Liability):   |                  |
| \$1,000,000   | Each Occurrence  |
| \$1,000,000   | Annual Aggregate |
| Property Damage:  |                  |
| \$1,000,000   | Each Occurrence  |
| \$1,000,000   | Annual Aggregate |
| or a combined single limit of   | \$1,000,000      |
| 2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable. |                  |
| 3. Personal Injury, with employee exclusion deleted   |                  |
| \$1,000,000   | Annual Aggregate |

#### Comprehensive Automobile Liability

- |                               |                 |
|-------------------------------|-----------------|
| 1. Bodily Injury:             |                 |
| \$ 500,000                    | Each Person     |
| \$1,000,00                    | Each Occurrence |
| 2. Property Damage:           |                 |
| \$ 500,000                    | Each Occurrence |
| or a combined single limit of | \$1,000,000     |

#### Umbrella Excess Liability Insurance

The comprehensive general liability insurance and umbrella insurance required herein shall include the Permit Owner and Engineer as additional insured.

- |   |                  |
|---|------------------|
| 1. \$1,000,000  | Each Occurrence  |
| \$1,000,000   | Annual Aggregate |
| 2. The umbrella coverage shall be no more restrictive than coverage required for the underlying policies. |                  |

#### Contractual Liability Insurance

The Contractual Liability Insurance required shall provide coverage for not less than the amounts listed below.

- |                     |                  |
|---------------------|------------------|
| 1. Bodily Injury:   | Each Occurrence  |
| \$1,000,000         |                  |
| 2. Property Damage: |                  |
| \$1,000,000         | Each Occurrence  |
| \$1,000,000         | Annual Aggregate |

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

## EXHIBIT "B"

Page 1 of 8

SEMINOLE IMPROVEMENT DISTRICT PERMIT EXHIBIT FOR INDIAN TRAIL IMPROVEMENT DISTRICT TO INSTALL TRAFFIC SAFETY SIGNAGE WITHIN THE M-2 CANAL RIGHT-OF-WAY AT THE NAMED INTERSECTIONS IN THIS EXHIBIT		
INTERSECTION		
168TH TRAIL NORTH	and	WEST MEAD HILL DRIVE
168TH TRAIL NORTH	and	WEST HIALEAH DRIVE
168TH TRAIL NORTH	and	WEST PLEASURE DRIVE
168TH TRAIL NORTH	and	WEST YORKSHIRE DRIVE
168TH TRAIL NORTH	and	WEST DERBY DRIVE
168TH TRAIL NORTH	and	WEST LANCASHIRE DRIVE
168TH TRAIL NORTH	and	WEST EDINBURGH DRIVE
168TH TRAIL NORTH	and	WEST AQUADUCT DRIVE
168TH TRAIL NORTH	and	WEST PREAKNESS DRIVE
168TH TRAIL NORTH	and	WEST CHELTENHAM DRIVE
168TH TRAIL NORTH	and	WEST ALAN BLACK BOULEVARD
168TH TRAIL NORTH	and	WEST MAYFAIR DRIVE
168TH TRAIL NORTH	and	WEST TRAFALGAR DRIVE
168TH TRAIL NORTH	and	WEST PIMLICO DRIVE
168TH TRAIL NORTH	and	WEST PRESTWICH DRIVE
168TH TRAIL NORTH	and	WEST WILTSHIRE DRIVE
168TH TRAIL NORTH	and	WEST SECRETARIAT DRIVE
168TH TRAIL NORTH	and	WEST STALLION DRIVE
168TH TRAIL NORTH	and	WEST CORNWALL DRIVE
168TH TRAIL NORTH	and	WEST DOWNERS DRIVE
168TH TRAIL NORTH	and	WEST GLASGOW DRIVE
168TH TRAIL NORTH	and	WEST BRIGHTON DRIVE
168TH TRAIL NORTH	and	WEST JENNY LANE
168TH TRAIL NORTH	and	WEST GOLDCUP DRIVE
168TH TRAIL NORTH	and	WEST DURAN BOULEVARD
168TH TRAIL NORTH	and	WEST CALDER DRIVE
168TH TRAIL NORTH	and	WEST GRAND NATIONAL DRIVE
168TH TRAIL NORTH	and	WEST EPSON DRIVE
168TH TRAIL NORTH	and	WEST AINTREE DRIVE
168TH TRAIL NORTH	and	WEST BURNS Drive
168TH TRAIL NORTH	and	WEST HARLENA DRIVE

### **NOTES:**

1. Plan View Map showing all intersections is shown on Page 3 or 8.
2. Signs that are acceptable to Seminole Improvement District are shown on Page 4 of 8.
3. Indian Trail Improvement District signage to be installed on canal side of guardrail adjacent to guardrail as shown on Pages 5-8.

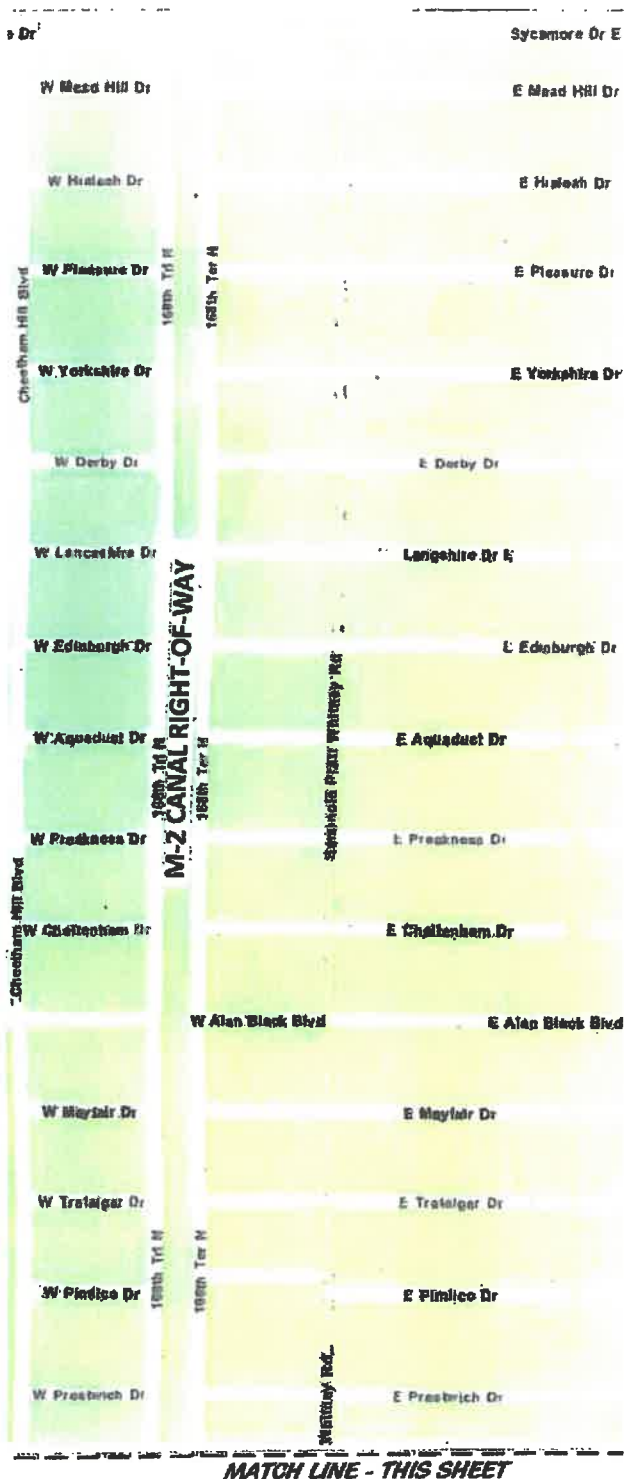


SEMINOLE IMPROVEMENT DISTRICT PERMIT EXHIBIT FOR INDIAN TRAIL IMPROVEMENT DISTRICT TO INSTALL TRAFFIC SAFETY SIGNAGE WITHIN THE M-2 CANAL RIGHT-OF-WAY AT THE NAMED INTERSECTIONS IN THIS EXHIBIT		
INTERSECTION		
168TH TERRACE NORTH	and	EAST MEAD HILL DRIVE
168TH TERRACE NORTH	and	EAST HIALEAH DRIVE
168TH TERRACE NORTH	and	EAST PLEASURE DRIVE
168TH TERRACE NORTH	and	EAST YORKSHIRE DRIVE
168TH TERRACE NORTH	and	EAST DERBY DRIVE
168TH TERRACE NORTH	and	EAST LANCASHIRE DRIVE
168TH TERRACE NORTH	and	EAST EDINBURGH DRIVE
168TH TERRACE NORTH	and	EAST AQUADUCT DRIVE
168TH TERRACE NORTH	and	EAST PREAKNESS DRIVE
168TH TERRACE NORTH	and	EAST CHELTENHAM DRIVE
168TH TERRACE NORTH	and	EAST ALAN BLACK BOULEVARD
168TH TERRACE NORTH	and	EAST MAYFAIR DRIVE
168TH TERRACE NORTH	and	EAST TRAFALGAR DRIVE
168TH TERRACE NORTH	and	EAST PIMLICO DRIVE
168TH TERRACE NORTH	and	EAST PRESTWICH DRIVE
168TH TERRACE NORTH	and	EAST WILTSHIRE DRIVE
168TH TERRACE NORTH	and	EAST SECRETARIAT DRIVE
168TH TERRACE NORTH	and	EAST STALLION DRIVE
168TH TERRACE NORTH	and	EAST CORNWALL DRIVE
168TH TERRACE NORTH	and	EAST DOWNERS DRIVE
168TH TERRACE NORTH	and	EAST GLASGOW DRIVE
168TH TERRACE NORTH	and	EAST BRIGHTON DRIVE
168TH TERRACE NORTH	and	EAST JENNY LANE
168TH TERRACE NORTH	and	EAST GOLDCUP DRIVE
168TH TERRACE NORTH	and	EAST DURAN BOULEVARD
168TH TERRACE NORTH	and	EAST CALDER DRIVE
168TH TERRACE NORTH	and	EAST GRAND NATIONAL DRIVE
168TH TERRACE NORTH	and	EAST EPSON DRIVE
168TH TERRACE NORTH	and	EAST AINTREE DRIVE
168TH TERRACE NORTH	and	EAST BURNS DRIVE
168TH TERRACE NORTH	and	EAST HARLENA DRIVE

**NOTES:**

1. Plan View Map showing all intersections is shown on Page 3 or 8.
2. Signs that are acceptable to Seminole Improvement District are shown on Page 4 of 8.
3. Indian Trail Improvement District signage to be installed on canal side of guardrail adjacent to guardrail as shown on Pages 5-8.

**SEMINOLE IMPROVEMENT DISTRICT  
PERMIT EXHIBIT FOR INDIAN TRAIL  
IMPROVEMENT DISTRICT TO INSTALL  
TRAFFIC SAFETY SIGNAGE WITHIN  
M-2 CANAL RIGHT-OF-WAY**



**SEMINOLE IMPROVEMENT DISTRICT  
M-2 CANAL RIGHT-OF-WAY BETWEEN  
168<sup>TH</sup> TRAIL NORTH AND 168<sup>TH</sup> TERRACE NORTH  
FROM SYCAMORE DRIVE TO HARLENA DRIVE**



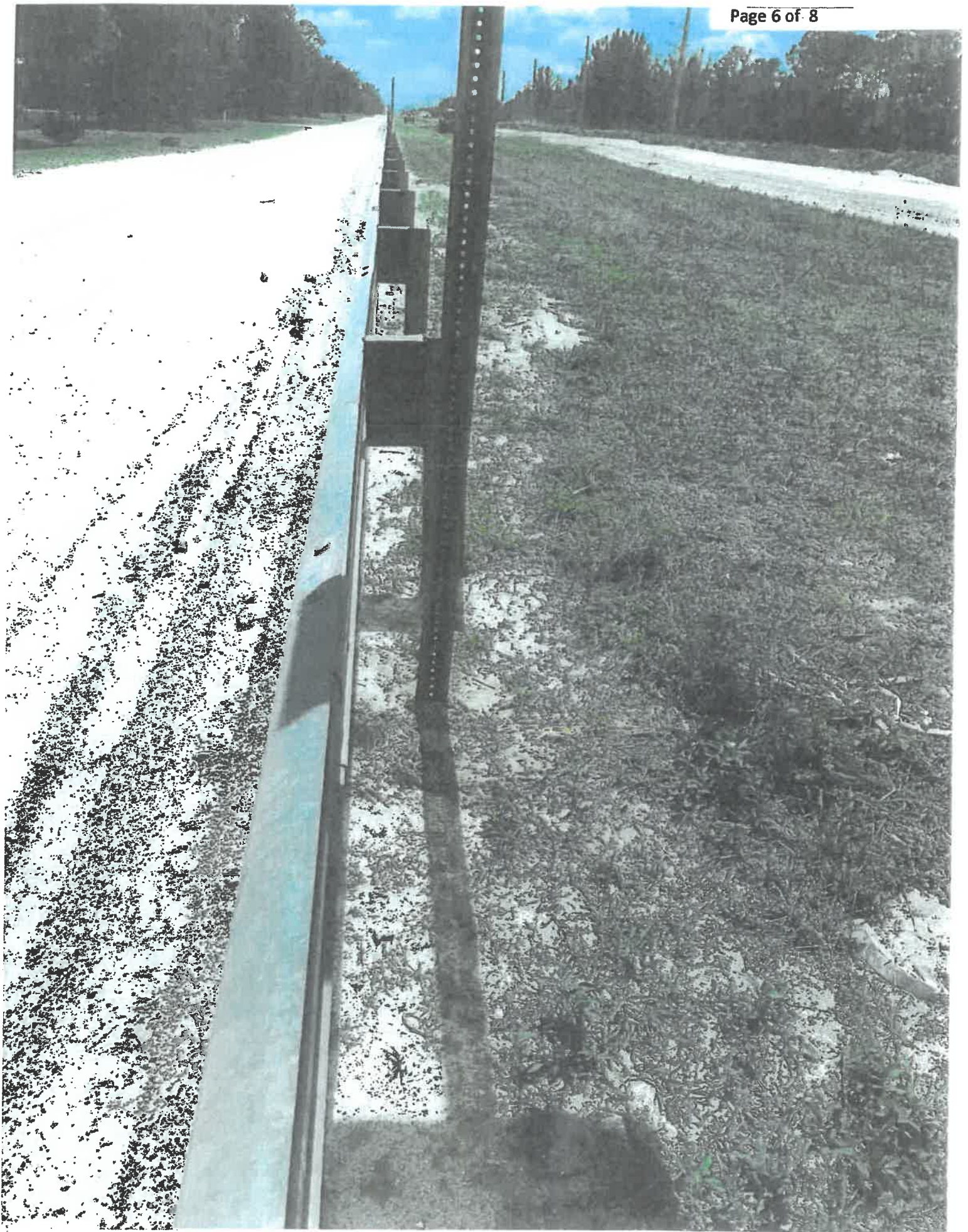






















## **Board of Supervisors**

### **Item 9.5**

### **Executive Summary**

---

To: Board of Supervisors  
From: Jose Cabrera, Acting Finance Director  
Date: February 12, 2020  
Subject: Approving Resolution No. 2020 –005 Authorizing Contacts for PFM

---

#### **Background:**

The District signed an agreement with PFM Asset Management LLC (PFM) in 2010. At the January 31, 2019 Special Meeting the Board approved FLCLASS and Water Walker/FLFIT to handle all the District money to be invested.

As of December 31, 2019, there is \$7,196.16 in an investment account with PFM; and the only person authorized to access the account is Bruce Cuningham, former Finance Director.

Per PFM instructions, the District needs to officially authorize representatives to be contacts on the account.

Once authorized as a contact on the account, Jose Cabrera can remove Bruce Cuningham from the account.

#### **Fiscal Impact:**

There is no fiscal impact to adding contacts to the account.

#### **Staff Recommendation:**

Staff recommends the Board adopt Resolution 2020-005 adding the following Board Officers and District staff as authorized contacts:

Betty Argue, Jennifer Hager, Joni Martin, Burgess Hanson, and Jose Cabrera.

Staff also asks for Board direction to see if this account can be closed and money moved to FLFIT and/or FLCLASS.

#### **Attachments:**

Resolution No. 2020-005



**RESOLUTION NO. 2020-005**  
**RESOLUTION OF THE BOARD OF SUPERVISORS**  
**OF INDIAN TRAIL IMPROVEMENT DISTRICT**  
**APPOINTING CONTACTS (SIGNATORIES) ON DISTRICT ACCOUNTS**  
**HELD WITH PFM ASSET MANAGEMENT LLC**

WHEREAS, INDIAN TRAIL IMPROVEMENT DISTRICT (the “District”) is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2002-330, Laws of Florida, as amended and supplemented; and

WHEREAS, the District has an account with FLPALM Public Assets for Liquidity Management by PFM Asset Management LLC. Exhibit A, End of Year Statement attached; and

WHEREAS, the District intends by this Resolution to designate certain representatives of the District as authorized contacts (signatories) on said accounts.

NOW, THEREFORE, be it resolved by the Board of Supervisors of INDIAN TRAIL IMPROVEMENT DISTRICT as follows:

1. That the following representatives of the District are hereby empowered and authorized to act as contacts (signatories) on all accounts with PFM Asset Management LLC:

<u>Betty Argue</u>	-	<u>Board Member</u>
<u>Jennifer Hager</u>	-	<u>Board Member</u>
<u>Joni Martin</u>	-	<u>Board Member</u>
<u>Burgess Hanson</u>	-	<u>Executive Director</u>
<u>Jose Cabrera</u>	-	<u>Interim Finance Director</u>

2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.
3. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND ADOPTED THE 12<sup>th</sup> DAY OF FEBRUARY, 2020.

[DISTRICT SEAL]

INDIAN TRAIL IMPROVEMENT DISTRICT

ATTEST:

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

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

**CERTIFIED COPY**

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

The undersigned, Mary M. Viator, as Secretary of INDIAN TRAIL IMPROVEMENT DISTRICT hereby certifies that the Board of Supervisors of said District adopted the affixed Account Contact Signatory Resolution at a Regular Meeting of the Board of Supervisors which was held on February 12, 2020, at which time there was a quorum present and which Resolution was adopted.

IN WITNESS WHEREOF, I have set my hand and the official seal of the District  
this 12<sup>th</sup> day of February, 2020.

## INDIAN TRAIL IMPROVEMENT DISTRICT

{DISTRICT SEAL}

By: \_\_\_\_\_  
Mary M. Viator, Secretary  
Board of Supervisors



## **Board of Supervisors**

### **Item 9.6**

### **Executive Summary**

---

To: Board of Supervisors  
From: Rob Robinson  
Date: February 12, 2020  
Subject: FDEM Grant Contract - Canal Drainage Reinforcement, Phase 1

---

#### **Background:**

The purpose of this Scope of Work is to improve drainage of the MO Canal near Loxahatchee, Palm Beach County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-288-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). Indian Trail Improvement District (ITID), shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. FEMA awarded this project on September 20, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on December 31, 2020. No construction activities are approved at this time.

The Phase II proposed scope of work shall include the construction of a control structure where the ITID Outfall Canal discharges into the L-8 Canal. The control structure will consist of a sheetpile cutoff wall installed across the canal, a concrete gate structure and slide gates. The cutoff wall will have a continuous overflow weir, with the ability to discharge at elevations higher than 18.0 feet. The slide gates will operate between elevations of 10.0 – 14.0 feet. The project shall be designed to provide protection against a 25-year storm event

#### **Fiscal Impact:**

The maximum reimbursement amount for the entirety of this Agreement is **\$9,375.00.**

#### **Staff Recommendation:**

Staff recommends the Board approve the Grant Contract for Canal Reinforcement Drainage Project, Phase 1.

#### **Attachments:**

Grant No. 4337-288-R FEMD Contract

## SUB-RECIPIENT AGREEMENT CHECKLIST

### DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Indian Trail Improvement District
PROJECT #:	4337-288-R
PROJECT TITLE:	Canal Reinforcement Drainage Project, Phase I
CONTRACT #:	H0357
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Burgess Hanson

Enclosed is your copy of the proposed contract/modification between **Indian Trail Improvement District** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval
<input type="checkbox"/>	Printed Single-sided ( <i>If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature</i> )
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative ( <i>blue ink</i> )
<input type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated ( <input type="checkbox"/> N/A for Modifications)
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Maleather Y. Ash

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4522 or email me at [Debbie.Williams@em.myflorida.com](mailto:Debbie.Williams@em.myflorida.com).

**Agreement Number:** H0357

**Project Number:** 4337-288-R

### **FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Indian Trail Improvement District
Sub-Recipient's unique entity identifier:	59-18132916
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	September 20, 2019
Subaward Period of Performance Start and End Date:	Upon Execution thru December 31, 2020
Amount of Federal Funds Obligated by this Agreement:	\$9,375.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$9,375.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$9,375.00
Federal award project description (see FFATA):	Drainage, Phase I
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Debbie.Williams@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Indian Trail Improvement District, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Debbie Williams, Project Manager  
Division of Emergency Management  
Bureau of Mitigation  
2555 Shumard Oak Boulevard  
Telephone: 850-815-4522  
Email: Debbie.Williams@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. Burgess Hanson, Executive Director  
Indian Trail Improvement District  
13476 61<sup>st</sup> Street North  
West Palm Beach, Florida 33412  
Telephone: 561-793-0874  
Email: BHanson@indiantrail.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on December 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$9,375.00.**
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any



false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of

submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

**(11) AUDITS**

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

#### (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

#### (13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the

Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.



b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a

competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless

against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321

("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**(23) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-



paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job

functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:**

By: INDIAN TRAIL IMPROVEMENT DISTRICT

Name and title: \_\_\_\_\_

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

FID# 59-18132916

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Jared Moskowitz, Director

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

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: **\$9,375.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

### Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Localized Minor Drainage Improvement
  - Intermediate Stormwater Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.



**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve drainage of the MO Canal near Loxahatchee, Palm Beach County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-288-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the Indian Trail Improvement District (ITID), shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the MO Canal, which includes the M-1 and M-2 Basins and the Corbett Berm, located in Palm Beach County near Loxahatchee, Florida, 33470. Coordinates: (26.815500, -80.434400).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include the construction of a control structure where the ITID Outfall Canal discharges into the L-8 Canal. The control structure will consist of a sheetpile cutoff wall installed across the canal, a concrete gate structure and slide gates. The cutoff wall will have a continuous overflow weir, with the ability to discharge at elevations higher than 18.0 feet. The slide gates will operate between elevations of 10.0 – 14.0 feet.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
  - b) Construction Plans and bid documents.
  - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
  - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
  - e) Color maps including topographical, aerial, and ground disturbance.
  - f) Color photographs of the project area and areas of ground disturbance.
  - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
  - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
  - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Direct Expenses:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the MO Canal, which includes the M-1 and M-2 Basins and the Corbett Berm, located in Palm Beach County near Loxahatchee, Florida, 33470.

The designed project shall provide protection against a 25-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

**D) Environmental:**

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
  - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
  - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
  - a) Color maps including topographical and aerial with the project location clearly marked.
  - b) Color photographs of any area with ground disturbance (electronic).
  - c) Indicate if project site is located within a designated historic district or historic neighborhood.

- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
  - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
  - b) Previous and current use of proposed project area.
  - c) Any known site work or historic uses for the proposed location.
  - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 6) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-288-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster Hurricane Irma.

FEMA awarded this project on September 20, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **December 31, 2020**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**Schedule of Work**

**Phase I –**

State & Local Contracting:	5 Months
H & H Study:	3 Months
Engineering Design Specifications:	4 Months
Permitting / Survey:	2 Months
Deliverables Submitted for Phase II Review:	1 Month

<b>Total Period of Performance:</b>	<b>15 Months</b>
-------------------------------------	------------------

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$12,500.00	\$9,375.00	\$3,125.00
<b>Initial Agreement Amount:</b>	<b>\$12,500.00</b>	<b>\$9,375.00</b>	<b>\$3,125.00</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$12,500.00</b>	<b>\$9,375.00</b>	<b>\$3,125.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*\*\*\* This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of \$0.00.*

**Funding Summary**

Federal Share:	\$9,375.00	(75.00%)
Non-Federal Share:	\$3,125.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$12,500.00</b>	<b>(100.00%)</b>

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;



- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## **Attachment C**

### **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
  - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
  - (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
  - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmental/grant/sfha\\_conditions.shtm](http://www.fema.gov/governmental/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.



**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Indian Trail Improvement District

REMIT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-288-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0357

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ To \_\_\_\_\_ Payment #: \_\_\_\_\_

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non- Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE _____	
DATE _____	

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Indian Trail Improvement District PAYMENT #: \_\_\_\_\_  
PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-288-R  
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0357

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<b><i>This payment represents      % completion of the project.</i></b>					<b><i>TOTAL</i></b>

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E**  
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:** Indian Trail Improvement District

**If you are requesting an advance, indicate same by checking the box below.**

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**If you are requesting an advance, complete the following chart and line item justification below.**

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for 90 days.

**Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS</b> (list applicable line items)	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<b><u>For example</u></b> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<b><u>For example</u></b> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM

**Instructions:** Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: Indian Trail Improvement District PROJECT #: 4337-288-R  
PROJECT TYPE: Drainage, Phase I CONTRACT #: H0357  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20\_\_ \$ \_\_\_\_\_ Oct-Dec 20\_\_ \$ \_\_\_\_\_ Jan-Mar 20\_\_ \$ \_\_\_\_\_ Apr-Jun 20\_\_ \$ \_\_\_\_\_

Target Dates:

Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Estimated Project Completion Date: \_\_\_\_\_

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

**Percentage** of Work Completed (*may be confirmed by state inspectors*): \_\_\_\_\_ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

*NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.*

Person Completing Form:

Phone:

**~ To be completed by Division staff ~**

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_  
Actions: \_\_\_\_\_

**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

## Attachment H

<b>Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion</b>
---

### Subcontractor Covered Transactions

- (1) The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

### SUBCONTRACTOR

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

Indian Trail Improvement District  
Sub-Recipient's Name

H0357  
DEM Contract Number

4337-288-R  
FEMA Project Number



**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4337-288-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$9,375.00

OBLIGATION/ACTION DATE: September 20, 2019

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 830410333

DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_  
DBA NAME (IF APPLICABLE): \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Indian Trail Improvement District proposes to improve the drainage of the MO Canal, which includes the M-1 and M-2 Basins and the Corbett Berm, located in Palm Beach County near Loxahatchee, Florida, 33470. Coordinates: (26.815500, -80.434400).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include the construction of a control structure where the ITID Outfall Canal discharges into the L-8 Canal. The control structure will consist of a sheetpile cutoff wall installed across the canal, a concrete gate structure and slide gates. The cutoff wall will have a continuous overflow weir, with the ability to discharge at elevations higher than 18.0 feet. The slide gates will operate between elevations of 10.0 – 14.0 feet.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: 26°48'54.97"N to 80°26'3.30"W  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY Loxahatchee STATE FL ZIP CODE+4\*\* 33470



**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

**\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.**

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:**

**"Executive" is defined as "officers, managing partners, or other employees in management positions".**

**"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:**

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion 09/30/19)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1	Robinson, Robert	Asst. Exec. Dir.	\$119,180.00
2	Cunningham, Bruce	Dir. of Finance	91,661.57
3	Lester, Jason	Dir. of Ops + Maint.	87,965.47
4	Wojnar, Timothy D.	Dir of Parks	86,139.43
5	Silverthorne, Henry A.	Sup. Ops + Maint.	70,718.64

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 190.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 190 that implement Executive Orders 12549 (3 CFR Part 1906 Comp., p. 189) and 12689 (3 CFR Part 1909 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any



other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

#### APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

##### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

##### 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.469 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

##### 2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



**RESOLUTION NO. 2019-015**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIAN TRAIL IMPROVEMENT DISTRICT APPROVING AND AUTHORIZING THE DISTRICT TO APPLY FOR AND RECEIVE FEDERAL FINANCIAL ASSISTANCE; DESIGNATING THE PRESIDENT OF THE BOARD OF SUPERVISORS AS THE DISTRICT'S AUTHORIZED AGENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors deems it to be in the best interests of the District to approve and authorize the Board President to execute and submit applications for Hazard Mitigation Grants or other Federal programs with the Florida Department of Emergency Management.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE INDIAN TRAIL IMPROVEMENT DISTRICT, FLORIDA:**

**SECTION 1.** The foregoing Recitals are true and correct and hereby ratified and confirmed by the Board of Supervisors.

**SECTION 2.** The Board of Supervisors of the District, hereby approves and authorizes submittal of applications for the Hazard Mitigation Grants or other programs to the Florida Department of Emergency Management.

**SECTION 3.** The President of the Board of Supervisors is designated as the Authorized Agent of the District for the purposes stated herein and is hereby authorized and directed to execute all necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 6.** This Resolution shall be immediately effective upon adoption..

**PASSED AND RESOLVED** this 18<sup>th</sup> day of September, 2019 by the Board of Supervisors of Indian Trail Improvement District, Palm Beach County, Florida.

ATTEST:



Mary M. Viator  
Secretary

[District Seal]



**INDIAN TRAIL IMPROVEMENT  
DISTRICT**, an Independent Special  
District of the State of Florida

By:

Its:

Betty Argue  
President



## **Board of Supervisors**

### **Item 9.7**

### **Executive Summary**

---

To: Board of Supervisors  
From: Elizabeth Ricci, Director of Parks & Recreation  
Date: February 12, 2020  
Subject: Consider: Ratification of Lighting Purchase for Acreage Community Park

---

**Background:**

The Acreage Community Park, 6701 140<sup>th</sup> Ave, currently has 81 lights that are non-operational. The outages have become a safety and security issue for visitors of the park. I have reached out to numerous companies three weeks ago to obtain quotes to repair outages, and Musco Lighting has been the sole company to provide a quote.

**Fiscal Impact:**

The fiscal impact based on the current number of lights non-operational is \$15,850.

**Recommendation:**

The Board is requested to approve the ratification to move forward with the current proposed quote in order to continue to safely operate scheduled programs.

**Attachments:**

1. Quote from Musco Lighting
2. Purchase Request
3. District Purchase Order



**Acreage Community Park FB  
Indian Trails Improvement District  
West Palm Beach, FL  
Date: February 3, 2020  
Attention: Elizabeth Ricci**

**Quotation Price**

The fee for services rendered including lamps, labor, lift, freight and lamp disposal.....**\$15,850.00\*\*** Plus applicable sales tax.

**\*\*IMPORTANT:** This quote does not include prevailing wage rates. It is the customer's responsibility to notify Musco if prevailing wage applies to this project and to supply Musco with the applicable wage rates. If this project is subject to prevailing wage requirements, Musco will provide a revised Quote which includes the appropriate wage rates.

**Scope of Service**

Musco proposes the following service:

- Outage Troubleshoot and Repair 81 Musco TLC Fixtures (Replace lamps, Clean lenses and reflectors, Old lamp disposal)
- Football Outage List
  - Zone 1 Parking – 5 1000 Watt Musco TLC Fixtures
  - Zone 2 FB1 – 13 1500 Watt Musco TLC Fixtures
  - Zone 3 FB2 – 14 1500 Watt Musco TLC Fixtures
  - Zone 4 Practice – 10 1500 Watt Musco TLC Fixtures
- Baseball Outages
  - Baseball – 39 1500 Watt Musco TLC Fixtures

In connection with the Services, Musco will provide basic materials consisting of (5) 1000 Watt Painted Musco Z-lamp™ metal halide lamp, (76) 1500 Watt Painted Musco Z-lamp™ metal halide lamp. If additional time or materials are needed to complete the Project, Musco will obtain Customer's consent before proceeding. Possible basic service parts (not included in above price or additional to quoted materials) listed below:

480 Volt Ballast - **\$205.00** each \* 32 UF Capacitor - **\$44.00** each \* 15 amp KTK Fuse - **\$6.00** each

**Notes**

- **IMPORTANT NOTE:** Quote is based on the majority of outages being repaired with lamps. IF additional parts are required that are not on hand an additional tech and lift day may be required for an additional fee. This fee will be discussed with you prior to the repairs being completed.
- Reasonable access to all poles with construction-sized lift if required.
- Ground protection (plywood) and assistance to move, if needed, provided by owner.

**Environmental Compliance Notice**

HID lamps contain mercury (Hg), a hazardous substance that is regulated by state and/or federal law, and must be managed according to disposal laws. HID lamps removed from service contain mercury and will have transport arranged for delivery to a recycling facility.

**Payment Terms**

Payment terms net 30 days from delivery. **Late payment will be subject to service charges of 1 ½% per month (18% APR).** Any additional materials will be charged at an additional price. In addition, the customer shall pay and be responsible for when due all local applicable sales, use, franchise, gross receipts, or similar taxes relating to this Agreement. If any payment is not made when due, Customer will pay a delinquent charge of 1-1/2% for each month, or portion of month, that a past due balance remains unpaid. Customer agrees to pay all cost (including reasonable attorney's fees and court costs) associated with collecting any delinquent amounts due. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

**Licenses and Permits**

MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

**Nonliability**

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Prices are good for acceptance and delivery for 90 days only unless such time is extended in writing. If you have any questions regarding the quotation, please call me at 800-825-6020 .

Sincerely,



Stan Herr  
Services & Parts Sales Manager  
Musco Sports Lighting, LLC  
800-825-6020  
888-397-8736 fax  
[stan.herr@musco.com](mailto:stan.herr@musco.com)



# Standard Requisition

<b>Document No</b>	<b>20-00270</b>
<b>Prepared By</b>	Liz Ricci
<b>WorkflowID</b>	Parks
<b>Description</b>	Stadium Lights at Community Park
<b>Vendor Name</b>	MUSCO SPORTS LIGHTING, LLC
<b>Order Date</b>	2/4/2020
<b>Required Date</b>	2/14/2020
<b>Reason/Justification</b>	Due to safety and security concerns we are requesting to have Musco come out and repair the broken lights at Community park. After three weeks I was only able to obtain 1 quote for the 81 lights to be repaired. Musco is very familiar with our system and are able to start work as soon as the PO is created. AAL is currently in the middle of Flag football and games begin on Feb 22, 2020 and they will be unable to continue if we do not have the lights repaired.
<b>Comments</b>	My recommendation would be to move forward with Musco to expedite the process and get the lights fixed before someone becomes injured or the park has to be shut down. Musco was also who installed the lights.

Account Info	Item No.	Description	Units	Qty	Price	Amount	Available
50464:100:0299:01:99:20PAR	1		EA	1	15850.0000	\$1,429.73	\$-28,343.76
50464:100:0299:02:99:20PAR	1		EA	1	15850.0000	\$1,377.51	\$-28,343.76
50464:100:0299:03:99:20PAR	1		EA	1	15850.0000	\$980.80	\$-28,343.76
50464:100:0299:04:99:20PAR	1		EA	1	15850.0000	\$2,421.29	\$-28,343.76
50464:100:0299:05:99:20PAR	1		EA	1	15850.0000	\$1,766.78	\$-28,343.76
50464:100:0299:06:99:20PAR	1		EA	1	15850.0000	\$982.11	\$-28,343.76
50464:100:0299:07:99:20PAR	1		EA	1	15850.0000	\$1,450.21	\$-28,343.76
50464:100:0299:09:99:20PAR	1		EA	1	15850.0000	\$957.31	\$-28,343.76
50464:100:0299:10:99:20PAR	1		EA	1	15850.0000	\$2,159.85	\$-28,343.76
50464:100:0299:12:99:20PAR	1		EA	1	15850.0000	\$1,528.38	\$-28,343.76
50464:100:0299:13:99:20PAR	1		EA	1	15850.0000	\$324.48	\$-28,343.76

50464:100:0299:14:99:20PAR	1		EA	1	15850.0000	\$471.54	\$- 28,343.76
<b>Total</b>						<b>\$15,850.00</b>	

Previous Approvers	Title	DateStamp
Jose Cabrera	Accounting	2/4/2020 3:13:46 PM
Liz Ricci	Requester	2/4/2020 3:11:44 PM



# Indian Trail Improvement District

PO Number 20-00270

Vendor :MUSCO SPORTS LIGHTING

## MUSCO SPORTS LIGHTING, LLC

100 1ST AVE WEST  
OSKALOOSA IA 52577-0808  
Phone - / Fax -

## Bill-to-Address

13476 61st Street North  
West Palm Beach, FL 33412  
(561)793-0874  
Accounts Payable

## Document Information

Document Date 02/04/2020  
Required Date 02/14/2020  
Prepared By Liz Ricci  
Workflow ID Parks  
Status Documents Transferred to Abila  
Description Stadium Lights at Community Park

## Ship-to-Address

13476 61st Street North  
West Palm Beach, FL 33412  
(561)793-0874  
Accounts Payable

**Comments :** My recommendation would be to move forward with Musco to expedite the process and get the lights fixed before someone becomes injured or the park has to be shut down. Musco was also who installed the lights.

Qty	Unit Type	Fund	GL	Dept	Unit	Project	Item Description	Unit Price	Total
1	EA		50464					15,850.00	15,850.00
<b>Total :</b>								<b>\$15,850.00</b>	

## Approval Information

Jose Cabrera Accounting 02/04/2020 3:13 PM  
Liz Ricci Requester 02/04/2020 3:11 PM

This Purchase Order authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase. The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above. Indian Trail Improvement District is exempt from payment of State Sales Tax under Exemption 85-8012528096C-0 which expires 06-30-2020. For Annual Contracts, work shall be completed in accordance with existing agreement between ITID and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.

Due to safety and security concerns we are requesting to have Musco come out and repair the broken lights at Community park. After three weeks I was only able to obtain 1 quote for the 81 lights to be repaired. Musco is very familiar with our system and are able to start work as soon as the PO is created. AAL is currently in the middle of Flag football and games begin on Feb 22,2020 and they will be unable to continue if we do not have the lights repaired.



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 10.1**

**Executive Summary**

---

# **Executive Director's Update**

**(Verbal)**



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 10.2**

**Executive Summary**

---

**District Engineer  
Update - Northlake and  
Seminole Pratt Whitney  
Special Permit**

**(Verbal)**



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 11.1 – 11.5**

**Executive Summary**

---

# **Supervisors Business**

**(Verbal)**



# Board of Supervisors

## Agenda Item 12.1

### Monthly Report

---

**To:** Board of Supervisors  
**From:** Mary M. Viator, District Attorney  
**Date:** January 30, 2020  
**Subject:** Legal Status Report

---

Please see attached Legal Status Report.



CALDWELL PACETTI  
EDWARDS SCHOECH & VIATOR LLP

MANLEY P. CALDWELL, JR.  
KENNETH W. EDWARDS  
CHARLES F. SCHOECH  
MARY M. VIATOR  
WILLIAM P. DONEY  
FRANK S. PALEN  
JOHN A. WEIG

OF COUNSEL  
BETSY S. BURDEN  
RUTH P. CLEMENTS

ATTORNEYS AT LAW

1555 PALM BEACH LAKES BLVD.  
SUITE 1200  
WEST PALM BEACH, FLORIDA 33401

PARALEGAL  
EMILIE PEARSON, CP

www.caldwellpacetti.com

TELEPHONE: (561) 655-0620  
TELECOPIER: (561) 655-3775

**MEMORANDUM**

**TO:** Board of Supervisors of the Indian Trail Improvement District  
**FROM:** Caldwell Pacetti Edwards Schoech & Viator LLP  
**DATE:** January 30, 2020  
**RE:** Legal Status Report for February 12, 2020 Board of Supervisors Meeting

=====

The following is a summary of work in progress and the status thereof, for Indian Trail Improvement District. During the past month, we have provided legal services to the District regarding the following items:

1. **Employment/Personnel.** We coordinated with the District and its Employment Counsel on multiple District Management/ Personnel Issues.
2. **Emails.** We have reviewed and responded to emails and requests from various Board Members, Staff and Consultants concerning general matters relating to Indian Trail Improvement District.
3. **Miscellaneous.** We are continuing to work with the District and the District Consultants on various miscellaneous day-to-day issues, Agenda Items and attend the Meetings of the Board of Supervisors on the following listed matters:
  - (a) Public Records Requests
  - (b) Coordinated with Staff regarding Operations and Maintenance Issues
  - (c) Coordinated with the District re: Budget Issues
  - (d) Researched and Coordinated Supervisor Issues
  - (e) Acreage Community Park South, Phase I Expansion, Rosso Construction Contract, Termination and Related Issues
  - (f) Acreage Community Park South, Phase I Expansion, Replacement Contractor Agreement, Jock Trucking
  - (g) Unit of Development R-3 Road Paving Plan Follow Up / Engineer's Report
  - (h) Santa Rosa Groves, Easement Conveyance Issues
  - (i) Santa Rosa Groves Escrow Agreement
  - (j) Dellwood Gardens Unit of Development Issues
  - (k) Las Flores Ranchos Unit of Development Issues

- (l) FPL Solar Farm, TLine, Easement Purchase Agreement
- (m) FPL, Conveyance of Carol and Louise Streets
- (n) District Purchasing Policy Revision
- (o) District Special Permit Policy Revision
- (p) Local Bill Amendment to Special Act: Coordination re proposed legislative bill, participated in multiple meetings and prepared various documents and follow up regarding Local Bill
- (q) Health Insurance Benefits
- (r) PBC ULDC Amendment, Heavy Truck Parking in AR Zone
- (s) Seminole Orange Plaza Utility Agreement, Time Extension
- (t) SR 7, PBCTPA Long Range Transportation Plan Issues, Removal of SR 7 Extension
- (u) M1 Acreage Area / 640 Reservoir Status
- (v) C-18A Canal Culvert/SPW Road Extension Removal, Memorandum of Agreement
- (w) ITID Board Authority and Officer Responsibilities Issues
- (x) AVC Aquatic Vegetation Control Agreement Issues
- (y) ITID/FDOT Traffic Calming Project FM 440045-1 Issues
- (z) 60<sup>th</sup> St North, PBC Engineering Planning Status
- (aa) RPB Resident Damaging Berm--40th St N, east of RPB Blvd
- (bb) Little Gator Lane Easement Title Issues
- (cc) ITID/PBC Traffic Control & Signage Issues
- (dd) Cheltenham Dr Retro - Cioffi - Obstructions in Easement
- (ee) FEMA Grant 4337-267-R Canal Mitigation Contract Issues



**INDIAN TRAIL**  
DISTRICT - DRAINAGE, PARKS & ROADS

**Board of Supervisors**

**Item 12.2A**

**Executive Summary**

---

**District Engineer**

**Report**



**INDIAN TRAIL IMPROVEMENT DISTRICT**  
**DISTRICT ENGINEER'S PROJECT STATUS REPORT**  
**February 12, 2020 BOARD MEETING**  
**Status UPDATE as of 2/2/20**

**ITID DISTRICT MATTERS — SJE**

- **Overall ITID** (91084.000)  
Attended ITID agenda meeting and assisted in agenda preparation. Prepared monthly Engineer's report and coordinated with other engineers and surveyors.  
  
Updating Miscellaneous Easements map which includes "Mutual Easements".  
  
Coordination continues with Ryan Ruskay regarding grants.  
  
Received FDEM Grant executed 12/4/19 for an east west canal in the M-1 Basin Agreement Number H0351, Project 4337-267-R, in an amount of \$177,600.  
  
Answered question about grant 4337-510, a phased M-1 Basin Culvert application.  
  
Provided information regarding proposed legislative boundary.  
  
Invited to conference call and meeting with WPB and the Corps regarding LOSOM. Invitees to the 2/3/20 meeting include US House Representatives, WPB, Corps, LWDD, PBC, WPB Chamber of Commerce, SFWMD, FDAC, Florida Crystals, Boca Raton, PBC Economics Council, and Indian Trail Improvement District.  
  
Researched history of C-18 SFWMD Permit. Coordination continues with District staff and attorney regarding an MOA. A pipe failure occurred in December 2019. The FFWCC may desire to become the crossing permittee, but since ITID is the current permittee, a permit transfer will have to be executed. A permit transfer will require Board action.  
  
The proposed 40' FPL easement within a portion of the District's 100' ownership of land west of the "M" Canal is generally in the middle of the 100' wide strip. Future use of the remaining 30' on either side would not be conducive to a road or canal. A drainage pipe would be possible. Met with FPL and some Board members, provided input, and an Agreement was approved at the 1/22/20 Board meeting.  
  
Hamlin Pedestrian Path pre-construction meeting is scheduled before the next Board meeting at FDOT.



Continued file management: naming electronic files/folders, eliminating duplicates, combining files, dating documents, running optical character recognition (OCR), and re-filing in correct job folders.

Same as 12/11/19: Continued update of wall map with new areas, correct callouts, and 2019 aerials. Four prints of preliminary maps given to Mr. Hanson for review. Provided small portion of maps to PBSO.

Same as 12/11/19: Sent LOSOM "metric" to the Corps stating that raising and/or keeping stages higher than 0.5' lower than the design stages at S-155A needs to be tracked as that is when the District is restricted in discharge.

- **Santa Rosa Groves** (91084.001)  
Coordinated Carol and Louise streets easement needs with attorney and provided a map.

Board approved a Resolution to request Carol and Louise from FPL at the 1/22/20 meeting.

Same as 10/23/19: Provided legal description and review of Resolution 2019-013 designating SRG as Unit of Development 20. Approved at the 9/18/19 Board meeting.

- **NPDES** (91084.015)  
Wrote and transmitted executed Annual Report to the Group permit coordinator.

Attended Steering Committee meeting (Vice Chair).

All NPDES information is on the PBC Group NPDES website: <http://pbco-npdes.org>.

- **M-1 Basin** (91084.016)  
Compiled monthly surface and ground water reports and sent to SFWMD and ITID.

Met with District staff and provided construction sketches for field fit canal replacement crossings at Temple and 140<sup>th</sup> in support of the culvert replacement program (and calming).

Wrote draft Resolution for amending the Water Control Plan to add the 640 acres area to the M-1 Basin. Draft sent to the attorney for review. Sent Basin boundary to surveyor; next is to develop a sketch and description.

Same as 1/22/20: Met with District staff regarding 16759 60th access and possible solutions. The canal to the south is a minor conveyance. Map and easement background information given to District staff. A solution is proposed and Mr. Hanson was to advise the Board of Supervisors.



Same as 11/20/19: Requested "as-built" survey for culvert replacement at 82<sup>nd</sup> and the G Canal.

Same as 12/11/19: Researched history of rights-of ways at the M-0 Canal and 170<sup>th</sup>. The 15' maintenance roads along the L Canal are for road maintenance, not public access. In some areas these 15' areas are used by residents. May become a Board discussion item in the future.

Same as 11/20/19: Water and wastewater line were constructed on Hamlin that we do not have "as-builts" for; these are causing delays in replacing 4 culvert crossings. The Board approved a Special Permit for PBCWUD to modify these utilities so the District can replace its culverts.

Same as 10/23/19: M-0 Outfall Structure design grant approved, waiting on contract.

Same as 10/23/19: Completed extensive search regarding the canal section for the east-west canals in the Plan of Reclamation, "as-builts", and SFWMD permit files. Determined that the approved canal section includes a 15' road maintenance area. Some previous sections depicted canal construction essentially from easement line to easement line without a maintenance road but these were never approved.

Same as 2/20/19: A discussion of the history of the MOA was on the 1/16/19 BOS meeting agenda for consideration as to what actions should be taken. Good meeting with potential positive results. Results included:

1. SFWMD stated STA 1-E is not complete as they believe the 50 ppb TP is not currently being met. The USA COE believes it is as did the ITID District Engineer. Accepting STA 1-E as not complete makes requesting the conditional 565 cfs moot.
  2. Allowing ITID to utilize 720 cfs for RPB and ITID (RPB has first priority) was discussed and understood as possible with the SFWMD to look further into nutrient loading of STA 1-E.
  3. SFWMD was supportive of reducing the rainfall conditional requirement of 24 hours to possibly 6 hours due to the automation of ITID's operable gates.
  4. SFWMD will consider possible earlier ITID gate operations after a storm event.
- **M-2 Basin** (91084.020)  
Compiled monthly surface water stages and transmitted to SFWMD and ITID. Note new e-filing required.

Researched and responded to Impoundment Corps permit conditions. Discussed dewatering problem with staff.



Same as 10/23/19: Updated M-2 Impoundment bypass Statement of Work (bypass should be south of PS#1, not north due to PP conflict and ease of construction. Provided location map.

- **Roadways** (91084.025)

The Unit R-3 benefits are now in final draft form. Cost estimates are complete and reviewed. The draft Engineer's Report sent out for review by professional consultants for comment. Attorney responded a detailed table was missing and is needed even though there are no damages. Table preparation in process. An R-3 public notice letter with attachments published and the Public Hearing held on 10/23/19. The Board approved moving forward to produce the Engineer's report with revising the millings on 89<sup>th</sup> to asphalt. Transmitted the WCP to SFWMD and PBC for review and comment two months ago. Received response from SFWMD citing possible future permitting needs. Did not receive response from PBC as is typical, response time is 60 days so there are no comments from PBC. We are at the point where the Board directed preparation of the Engineer's Report, Step II.e. The next step is "II.f. Engineer prepares and circulates draft of the Engineer's Report." Next the Report is filed with the Secretary of the District, then a public hearing followed by adoption of the Plan and Report.

Coordination continued regarding FY20 TPA LI & TA Pre-Application Meeting. Funding and TAP certification are being pursued.

Continued coordination with Joe Capra regarding temporary calming. PBCFR has now agreed with the pilot program and will be collecting baseline data. There are complaints about the temporary circle and ability to make left turns for certain vehicles. Problems are being addressed and monitoring is beginning.

Designed field fit culvert crossings with drop culverts to precede the FDOT calming design and construction project on Temple and 140<sup>th</sup>. Sent to FDOT and District staff. Investigated PBCWUD crossing on 140<sup>th</sup> and "as-builts" indicate these were constructed by directional bore which results in clearances being met without conflict problems for the new canal/culvert crossings.

Provided speed hump policy to District staff.

Provided R-2 background to District staff.

Provided stop sign information to professional staff.

Scheduled to meet with PBC staff regarding 60<sup>th</sup> St design.

Same as 10/23/19: Met with PBC regarding the stop sign study. PBC is encouraging the recommendations but stating the warrants for four way stop signs are not met.



- **Unit 19 Elmore** (91084.067)  
Same as 3/14/18: The activation requirements for Unit 19A are complete. There are 4 sub-areas of Unit 19, the first is Pierce Hammock Elementary School which was previously permitted and built, the second is Unit 19A which is now an Active Unit and an ITID permit was issued subject to conditions at the 2/7/15 meeting, the third and fourth are future Units yet to be activated.
- **Water Quality Sampling** (91084.068)  
Water quality samples are taken in the M-1 Basin every 2 months. These reports are sent to SFWMD to satisfy permit monitoring requirements. The 3 sampling points resulted in total phosphorous values of 38, 29, and 28 ppb in December 2019. Levels in ITID at 50 to 60 ppb are considered normal and of good water quality. These results are low. As reference; the Everglades standard as settled in the law suit is 10 ppb TP which is water that is practically devoid of phosphorous. Phosphorous is considered the limiting nutrient in the Everglades National Park and in South Florida. The Lake Worth Lagoon standard is 48 ppb TP.
- **Corbett** (91084.070)  
Same as 6/19/19: We didn't receive State appropriations to complete the Corbett Levee and Outfall Canal Control Structure construction this year. ITID could consider requesting the Corbett Levee completion to be part of the current Loxahatchee River Plan.  
  
Same as 1/27/16: 2.7 miles of the levee is complete from the M-1 Impoundment to the east and another 1.8 miles of fill to just west of our "L" Canal was placed.
- **Telemetry** (91084.077)  
Same as 3/15/17: Received questions regarding the accuracy of the L-8 monitoring stations. As these are redundant and remote, the District Engineer has requested they no longer be required. SFWMD is considering the request.
- **Loxahatchee River Watershed Restoration Plan: FKA North County Plan/Mecca** (91084.088)  
Attended WRTF: PBC may attempt to float a \$150M bond to enhance environmental and water supply. Flood control is not a mandate but secondary benefits will be available when storage facilities are not full.

Same as 1/22/20: PBC requested support for the local initiative for the Loxahatchee River Plan. Resolution approved at the 11/20/19 Board of Supervisor's meeting. Transmitted signed Resolution to PBC.

Same as 9/18/19: Continued providing input to PBC regarding the Local Initiative for the LRP. PBC has authorized a consultant to review and analyze some options to the Tentatively Selected Plan (TSP). It doesn't appear this will address model problems unless there are easy fixes, but may look at the size of the Mecca





reservoir and levee. They are also asking questions about the GL 640 acre area and the GL flow through area. Met with PBC and the other local initiative representatives to discuss possible analyses.

Same as 5/15/19: Sent letter of concern regarding the TSP to the USACOE on 4/29/19 as discussed at the BOS meeting on 4/17/19 and co-signed by the Board President and District Engineer.

Same as 11/15/17: Received Nationwide permit from the Corps for the Moss Property. The DEP and Corps permits are initially for 15 cfs with a 50 cfs pump, but the permit allows up to 50 cfs if needed. The Corps of Engineers conditions are up to 5 years for construction and 1 year for operations and then another permit has to be obtained. Submitted design to FDEP for review relative to the design grant, they have requested additional information. Retrieved Corbett Study presentation in connection with the Moss grant. Answered DEP questions and they have requested a plethora of additional information, some of which may not be available.

**Note:** Although ITID continues to improve its current drainage system, we do not meet the adopted Level of Service in the M-1 Basin when the regulatory constraints are activated to reduce our discharge to 1/4"/day. ITID does have the conveyance capacity to discharge almost 2"/day.

- **Inverted Siphon – Upgrade Existing Conditions** (91084.109)  
Same as 4/8/15: SFWMD issued a modification to their Surface Water Management Permit on February 10, 2014. The options study was completed and was presented to the Board at the 1/21/15 meeting. The required alterations by WPB will require a modification to the SFWMD permit. Permitting is on hold until the City of West Palm Beach initiates its "M" Canal widening project or PBC proceeds with 60th.
- **SR7 Extension** (91084.212)  
Meeting with FDOT held on 12/10/19. Meeting was encouraging with FDOT, but recent action to remove SR 7 from the 2045 TPA Plan was a political maneuvering and controversial surprise. Efforts are currently underway to put the extension back in the Plan.  
  
Same as 9/19/18: The fourth District Court of Appeals sent the WPB case back to the Administrative judge and denied a request for rehearing.
- **Seminole Pratt Whitney Road – Orange to Northlake** (91084.218)  
Same as 7/17/19: Sent out comments on 7/2/19 regarding control elevation. Sent out a comments/request for additional information letter on 6/3/19. Met with PBC staff and their consultant on 6/19/19. Major requirement is equal compensating storage and they are reviewing to meet condition. Also requested revisions to eliminate taking of 20' from Kidscape Park and PBC has agreed in writing as suggested.



Same as 5/15/19: Received revised drawings and calculations on 2/14/19. As there are many issues of interest, this was on the 4/17/19 BOS meeting for an update and discussion. The road is being widened to a divided 4 lane road with a center median and an ultimate 6 lane design. As it is divided, there will be many intersecting roads that will no longer be able to make left turns out. Most ITID paved roads will be supplemented with turn lanes and a median. The proposed section requires parallel swales of 20' width which includes obtaining easements from the adjacent property owners. ITID is one of the owners as Kidscape Park is between 73rd and 74th on the east side of SPW Rd. The proposed (and existing) elevation of SPW Rd is very high.

- **Minto/Callery Judge** (91084.222)

Minimal tracking on an as needed basis. Questions arise from construction access off of 140<sup>th</sup>.

Same as 12/11/19: Note the mayor Roger Manning has stated there will be approximately 6000 residential units and 2,100,000 square feet of residential. At the PBC meeting with Burgess, PBC staff stated Westlake is negotiating the terms of the conditions.

- **GL Homes** (91084.235)

Same as 1/22/20: Notified GL the Unit process started to include the 640 Acre parcel.

Same as 7/17/19: Restrictive covenant is now recorded and the final development order received which fulfills a condition of the 640 Ac Agreement.

Same as 7/17/19: A discussion of the positive results from a meeting with the SFWMD regarding the 640 acres is on a future agenda. All options are possible which include major cost savings. ITID is obligated to build the above ground impoundment to validate the agreement with GL Homes.

- **Vavrus/Avenir** (91084.241)

Minimal tracking; on an as needed basis.

- **SPW Road & Northlake Blvd-Special Permit #0079** (91084.242)

PBC revised the surface water management calculations twice and they now meet the new District criteria. Comments pending on the structural plans but may be ready for the 2/12/20 Board meeting. Captec reviewed the re-submittal and finds all roadway comments are addressed.

- **FEMA FIRM** (91084.301)

Same as 1/22/80: Reviewed new draft PBC FIRMs, these were completed to add coastal storm effects. No revisions to the District's maps are proposed (and none



should have been due to the coastal effects not affecting high water levels west of S-155, the water control structure at US#1 and the C-51 Canal).

Same as 12/20/17: Investigated Bank and Insurance Agency policy. Apparently a bank can adopt policy that exceeds FEMA FIRM Federal law, but cannot be less than Federal law. This means that if a bank sets its policy to require flood insurance if the flood zone touches a lot they can even if the flood zone does not include the building which is Federal law. Furthermore, the NFIP Flood Insurance Manual, General Rules Section, subsection X.D on page GR 15 cites any deck that touches the building is considered the building and requires flood insurance for the entire building. This includes a swimming pool deck and porch.

PBC has added the new map information to their web site at: <http://maps.co.palm-beach.fl.us/cwgis/?app=floodzones> these data were officially effective on 10/5/17.

- **Crestwood Redevelopment** (91084.305)  
Same as 9/18/19: Answered questions regarding pre-storm drawdown for Hurricane Dorian and coordinated with RPB as it is their responsibility to operate the emergency structure. RPB is required to coordinate with ITID in the SFWMD permit to Crestwood Redevelopment.

Same as 9/18/19: Requested "as-builts".

Same as 2/20/19: An extension letter was requested and granted. Construction continues per the issued permit and BMP's are in place. Coordinated with permittee and the VRPB regarding the bulkhead and responsibilities. VRPB satisfied.

- **FPL Calamondin Blvd Hardening-Special Permit #0088** (91084.325)  
Same as 7/19/17: Requested permit status from FPL on 4/17/17.  
  
Same as 3/16/16: This permit was ratified as approved at the 10/14/15 Board meeting with conditions.
- **FPL Mandarin Blvd Hardening-Special Permit #0089** (91084.326)  
Same as 7/19/17: Requested permit status from FPL on 4/17/17.
- **FPL Pilimico W of SPW Hardening-Special Permit #0090** (91084.328)  
Same as 7/19/17: Requested permit status from FPL on 4/17/17.
- **FPL Hamlin 140th to SPW-Special Permit #00xx** (91084.329)  
Same as 1/27/16: FPL requested locates.
- **SR 7 MOT 110th Orange Grove to Persimmon-Special Permit #0096** (91084.332)  
FDOT requested and received an extension of their MOT permit. Preconstruction for SR7 held but work on hold.



- **FPL 50th, 61st, 67th, & 69th Hardening-Special Permit #0092** (91084.334)  
Same as 7/19/17: Requested permit status from FPL on 4/17/17. Approved at the 12/16/15 Board meeting with conditions.
- **FPL Temple West of 140th Hardening-Special Permit #0099** (91084.338)  
Same as 7/19/17: Requested permit status from FPL on 4/17/17. Approved at the 5/18/16 Board meeting with conditions.
- **SFWMD Mecca Monitoring Wells-Special Permit #0107** (91084.346)  
Same as 4/19/17: Approved at the 3/15/17 BOS meeting subject to SFWMD getting the lot owners approvals.
- **FPL Pole 140th Ave N-Special Permit #0110** (91084.347)  
Same as 5/17/17: The Board approved the permit at the 3/15/17 BOS meeting.
- **AT&T-Special Permit #0112** (91084.349)  
Same as 8/23/17: Received an application from AT&T for 10' of conduit. The BOS approved the Special Permit at the 5/17/17 meeting.
- **Shops at Indian Trail: Coconut LLC/Elmore-Special Permit #0113** (91084.350)  
Applicant has requested an extension. Same as 4/25/18: Approved with conditions at the 2/21/18 regular BOS meeting.
- **ATT Coconut Blvd-Special Permit #0117** (91084.352)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **ATT Orange and Coconut-Special Permit #0118** (91084.353)  
Same as 12/14/18: Notified applicant the cabinet must be green and waiting on response. Received a new permit application from ATT. As this involves a ground cabinet, the District Engineer has requested additional information and signed and sealed drawings. Cabinet installed without permit, notified District Manager.
- **ATT Avocado to Grapeview-Special Permit #0120** (91084.354)  
Same as 7/19/17: Approved at the 7/19/17 Board meeting. This application is for aerial lines.
- **ATT Banyan-Special Permit #0121** (91084.355)  
Same as 7/19/17: Approved at the 7/19/17 Board meeting. This application is for aerial lines.
- **ATT Banyan and Key Lime-Special Permit #0122** (91084.356)  
Same as 8/22/18: Approved with conditions at the 8/23/17 meeting.



- **ATT Calamondin & Mandarin-Special Permit #0123** (91084.357)  
Same as 7/19/17: Approved at the 7/19/17 Board meeting. This application is for aerial lines.
- **Okeechobee Pathway-Special Permit #0124** (91084.358), Previously SP-0105  
PBC submitted additional information. This permit was approved at the October 17, 2018 meeting. Construction is underway. There was a driveway culvert and swale depth problem discovered in the field. Staff, PBC, and StormwaterJ determined the best solution was a oval RCP and raising the swale. These field fit revisions were completed.
- **ATT Orange Grove and Coconut-Special Permit #0119** (91084.360)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **FPL 75th Ln N-Special Permit #0127** (91084.361)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **ATT Avocado-Special Permit #0128** (91084.362)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **ATT Mandarin-Special Permit #0129** (91084.363)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **ATT Banyan-Special Permit #0130** (91084.364)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **ATT Grapeview-Special Permit #0131** (91084.365)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **ATT Citrus Grove-Special Permit #0133** (91084.366)  
Same as 2/21/18: Special Permit approved at the 10/18/17 BOS meeting.
- **Fibernet Direct 40th St N & 140th -Special Permit #0134** (91084.367)  
Same as 2/21/18: Special Permit approved at the 12/20/17 BOS meeting. This SP was on the 1/24/18 agenda as a modification for BOS consideration and the modification was approved.
- **ATT Orange Grove East of Coconut-Special Permit #0135** (91084.368)  
Same as 2/21/18: Special Permit approved at the 12/20/17 BOS meeting.
- **Fibernet Direct 110th and La Mancha-Special Permit #0136** (91084.369)  
Same as 2/21/18: Special Permit approved at the 12/20/17 BOS meeting.



- **Fibernet Direct 110th Orange Grove to 60th-Special Permit #0137** (91084.370)  
Same as 2/21/18: Special Permit approved at the 12/20/17 BOS meeting.
- **ATT 6450 Coconut Blvd-Special Permit #0304** (91084.371)  
Same as 2/21/18: Special Permit approved at the 12/20/17 BOS meeting.
- **ATT 8498 Grapeview Blvd-Special Permit #0305** (91084.372)  
Same as 2/21/18: Special Permit approved at the 12/20/17 BOS meeting.
- **FPL Hamlin Blvd wo Apache-Special Permit #0306** (91084.373)  
Same as 2/21/18: Special Permit was approved at the 1/24/18 meeting.
- **ATT 5440 Avocado Blvd-Special Permit #0312** (91084.374)  
Same as 5/16/18: Special Permit was approved at the 4/25/18 BOS meeting.
- **FPL Hamlin Blvd 140th to SPW-Special Permit #0302** (91084.375)  
Same as 1/24/18: Special Permit approved at the 12/20/17 BOS meeting.
- **ATT 6451 RPB Blvd-Special Permit #0303** (91084.376)  
Same as 2/21/18: Special Permit approved at the 12/20/17 BOS meeting.
- **ATT 6450 Apache Blvd-Special Permit #0307** (91084.377)  
Same as 2/21/18: Special Permit was on approved at the 1/24/18 meeting.
- **FPL 80th St N-Special Permit #0308** (91084.378)  
Same as 2/21/18: Special Permit was approved at the 1/24/18 meeting.
- **FPL 85th Rd N and Temple-Special Permit #0309** (91084.379)  
Same as 2/21/18: Special Permit was approved at the 1/24/18 meeting.
- **FPL RPB Blvd 62nd to 68th-Special Permit #0310** (91084.380)  
Same as 3/14/18: Special Permit approved at the 2/21/18 meeting.
- **PBC Orange Blvd Pathway-Special Permit #0311** (91084.381)  
Same as 5/16/18: Special Permit was approved at the 4/25/18 BOS meeting with the condition that all of the replacement sidewalks be concrete whether they are now concrete or asphalt.
- **ATT 8600 Mandarin Blvd-Special Permit #0313** (91084.382)  
Same as 5/16/18: Special Permit was approved at the 4/25/18 BOS meeting.
- **ATT Avocado Blvd & 44th-Special Permit #0314** (91084.383)  
Same as 5/16/18: Special Permit was approved at the 4/25/18 BOS meeting.





- **ATT 4396 Avocado Blvd-Special Permit #0315** (91084.384)  
Same as 5/16/18: Special Permit was approved at the 4/25/18 BOS meeting.
- **ATT 7581 Grapeview Blvd-Special Permit #0316** (91084.385)  
Same as 5/16/18: Special Permit was approved at the 4/25/18 BOS meeting.
- **ATT Avocado Blvd & 83rd-Special Permit #0317** (91084.386)  
Same as 5/16/18: Special Permit was approved at the 4/25/18 BOS meeting.
- **ATT 7581 Grapeview Cabinet -Special Permit #0318** (91084.387)  
Same as 2/20/19: Cabinet installed without permit, notified District Manager.

Same as 11/14/18: Special Permit is under review but asked for additional information and supplied ITID's Obstruction in ROW policy to the applicant. Also notified them of the green color requirement.

- **ATT Apache Blvd & 66th Ct-Special Permit #0321** (91084.390)  
Same as 8/22/18: Special Permit was approved at the 4/25/18 BOS meeting.
- **ATT Tangerine at RPB-Special Permit #0322** (91084.391)  
Special Permit approved at the 8/21/19 meeting.
- **ATT 13925 Persimmon-Special Permit #0324** (91084.393)  
Same as 8/22/18: Approved with conditions at the 6/20/18 BOS meeting.
- **ATT 5440 Avocado-Special Permit #0325** (91084.394)  
Same as 8/22/18: Requested revision as cabinet proposed on top of culvert. Culvert extended and cabinet and handholds installed without permit, notified District Manager.
- **New Life Church-Special Permit #0326** (91084.395)  
Same as 10/17/18: Approved at the 9/19/18 BOS meeting.
- **ATT 8391 Apache-Special Permit #0327** (91084.397)  
Special Permit approved at the 3/27/19 BOS meeting.
- **FPL Okeechobee and 168th-Special Permit #0329** (91084.399)  
Same as 2/20/19: Special Permit was approved at the 8/22/18 meeting.
- **FPL 140th Ave N and 62cn Ct N-Special Permit #0330** (91084.400)  
Same as 2/20/19: Special Permit was approved at the 8/22/18 meeting.
- **Fibernet Direct 15742 Northlake-Special Permit #0335** (91084.405)  
Same as 12/12/18: Special Permit was approved at the 11/14/18 meeting.



- **MCI Crown Callery Judge ANI Dow Lane Seg 1-Special Permit #0336** (91084.406)  
Special Permit approved at the 3/27/19 BOS meeting.
- **MCI Crown Callery Judge ANI Dow Lane Seg 1-Special Permit #0337** (91084.407)  
Special Permit approved at the 3/27/19 BOS meeting.
- **Fibernet Direct SPW Rd to 15742 Northlake-Special Permit #0338** (91084.408)  
Same as 12/12/18: Special Permit was approved at the 11/14/18 meeting.
- **MCI Crown Callery Judge Grove Seg 4-Special Permit #0339** (91084.409)  
Special Permit approved at the 9/18/19 BOS meeting.
- **MCI Crown Callery Judge Grove Seg 2-Special Permit #0340** (91084.410)  
Special Permit approved at the 3/27/19 BOS meeting.
- **MCI Crown Callery Judge Grove Seg 3-Special Permit #0341** (91084.411)  
Special Permit approved at the 3/27/19 BOS meeting.
- **MCI Crown Callery Judge Grove Seg 1-Special Permit #0342** (91084.412)  
Special Permit approved at the 3/27/19 BOS meeting.
- **ATT Avocado and 44<sup>th</sup> PI N-Special Permit #0343** (91084.413)  
Same as 7/17/19: Asphalt along 44th PI. N was damaged by Contractor who was requested to repair the roadway as well as provide an engineering certification. Awaiting repairs.
- **Peninsula Pipeline Phase 2-Special Permit #0344** (91084.414)  
Same as 3/27/19: Special Permit was approved at the 2/20/19 BOS meeting.
- **FPL Marshall Drive-Special Permit #0346** (91084.416)  
Same as 2/20/19: Permittee was notified project is not within District activated unit and recommend withdrawal.
- **PBC Northlake Blvd Lane Widening-Special Permit #0347** (91084.417)  
Revision approved at the 10/23/19 meeting.
- **PBCWUD 60<sup>th</sup> PI. N and 61<sup>st</sup> St. N-Special Permit #0348** (91084.418)  
Special Permit approved at the 3/27/19 BOS meeting.
- **ATT 12480 Orange Grove Blvd-Special Permit #0349** (91084.419)  
Special Permit approved at the 3/27/19 BOS meeting.





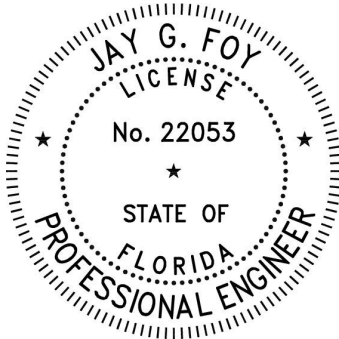
- **ATT 17524 87<sup>th</sup> Ln. N-Special Permit #0350** (91084.420)  
Special Permit approved at the 3/27/19 BOS meeting.
- **ATT 17568 75<sup>th</sup> Pl. N-Special Permit #0351** (91084.421)  
Special Permit approved at the 3/27/19 BOS meeting.
- **ATT 7400 Banyan Blvd.-Special Permit #0353** (91084.423)  
Special Permit approved at the 3/27/19 BOS meeting.
- **Orange Blvd. Parcel 5-Special Permit #0358** (91084.424)  
Special Permit approved at the 5/15/19 BOS meeting.
- **ATT 54<sup>th</sup> Street N.-Special Permit #0354** (91084.425)  
Special Permit approved at the 5/15/19 BOS meeting.
- **PBCWUD 13785 61<sup>st</sup> St. N.-Special Permit #0356** (91084.426)  
Special Permit approved at the 5/15/19 BOS meeting.
- **PBCWUD 140<sup>th</sup> Ave. to Northlake Blvd.-Special Permit #0355** (91084.427)  
Special Permit revision approved at the 6/19/19 BOS meeting.
- **FPL Orange Grove & Coconut-Special Permit #0359** (91084.429)  
Special Permit approved at the 5/15/19 BOS meeting.
- **FPL 71<sup>st</sup> Pl. N-Special Permit #0360** (91084.430)  
Special Permit approved at the 5/15/19 BOS meeting.
- **2500 Cheetham Hill Blvd. Well-Special Permit #0361** (91084.431)  
Special Permit was approved at the 6/19/19 BOS meeting.
- **FDOT Fiber Culvert Crossing SPW Rd.-Special Permit #0362** (91084.432)  
Comments have been provided; however permittee may withdraw permit.
- **Fibernet Okeechobee SPW Rd.-Special Permit #0363** (91084.433)  
Comments were provided to permittee on 7/16/19.
- **PBC Northlake at Avenir-Special Permit #0364** (91084.434)  
Comments were provided to permittee on 7/16/19.
- **All Star Kids II-Special Permit #0365** (91084.435)  
Special Permit approved at the 8/21/19 BOS meeting.
- **FPL Orange Blvd. & 110<sup>th</sup> Ave. N-Special Permit #0366** (91084.436)  
Special Permit approved at the 8/21/19 BOS meeting.



- **PBCWUD 84<sup>th</sup> Ct. N-Special Permit #0367** (91084.437)  
Special Permit approved at the 9/18/19 BOS meeting.
- **FPL 120<sup>th</sup> Ave. N-Special Permit #0368** (91084.438)  
Special Permit approved at the 9/18/19 BOS meeting.
- **PBCWUD Hamlin Utility Relocation-Special Permit #0370** (91084.440)  
Special Permit approved at the 10/23/19 BOS meeting.
- **Domestic Water Service Petition – 80th Street N, W SPW Rd** (91084.SP)  
WP-0002-19 Petition approved at the 10/23/19 BOS meeting.
- **Acreage Community Park** (91084.P09)  
SJE hired an independent surveyor to create an “as-built”. Survey underway.

Note: CAS has a separate contract for construction services, which includes reporting directly to the Board. As these services are not within the continuing services contract, CAS should give a summary of construction activities and status separately to the District. President Argue is coordinating with CAS.

**Note:** These monthly reports may, at ITID Board's discretion, serve to satisfy the engineer's reporting requirements as set forth in the Florida Statutes Chapter 298.26.



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED  
AND SEALED BY Jay G Foy, PE USING A DIGITAL  
SIGNATURE AND DATE. PRINTED COPIES OF  
THIS DOCUMENT ARE NOT CONSIDERED SIGNED  
AND SEALED AND MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES.

Cc: Joe Capra

Jay G. Foy, P.E.  
FL Reg No 22053  
CA 9484



# Board of Supervisors

## Agenda Item 12.3

### Monthly Report

---

**To:** Board of Supervisors  
**From:** Rob Robinson, Assistant Executive Director  
**Date:** February 12 2020  
**Subject:** Special Projects

---

#### **Acreage Community Park**

##### **Contract**

Bill Tanto with CAS will follow up with the District on fees required for the water meters and dates for install. Park Staff installed split rail fencing to secure the gaps along 140<sup>th</sup> Ave. and the area along the back-fence line. RSD surveyor sent park As-Builts and there are several deficiencies, most notably the Multi Use Field, Dry Detention Areas, Band Shell Sidewalks and Loop Road Asphalt Road. The Elevations are not within contract specification and will need to be regraded. Jim Orth of CAS and myself reviewed the As-Builts and agreed upon a course of action for the next contractor that would complete the park in the shortest duration and costs. There are several areas of lawn between the parking lot and 6' sidewalk that pose trip hazards and the area will need to be reworked as well. SJE As-Built survey is scheduled to confirm data from RSD. I have several quotes from carpenters on the stair case for the nature area and will proceed with a scope and PO to get the work started by the end of February. I also have several quotes to clear the exotic vegetation from the berm area along 140<sup>th</sup> and the wooded areas inside the park under District control. This calls for a cutting, treatment and removal of non- native species.

#### **Admin Building**

Drywall and painting are complete with the exception of a few punch-out items from the drywall and will be wrapped up Feb.6. Carpet and tile are scheduled for the week of February 10<sup>th</sup>. The kitchen and lobby will have hi-performance vinyl flooring and will continue into the Board Room behind the dais stopping at the end of the dais. The remaining floor and all offices will be a commercial carpet and complement the vinyl. The new water heater has been installed and waiting for the inspection from PBC. Staff will be installing new lighting for the old ceiling lights that have a mind of their own and usually start blinking during board meeting. The ballasts and fluorescent lights all needed to be replaced as most flicker when left on for periods. We are looking at LED's that have the same footprint but are of a modern design and have a savings in electrical consumption that will offset the cost of replacement in just a few years. The kitchen will be commercial box grade in cherry with a black countertop. All items have been priced out for most economical means but will have a top notch look and we will have a facility that the District can be proud of.

## **Hamlin Blvd. Sidewalk**

FDOT held the Pre-construction Conference for Hamlin Blvd. Sidewalk Project from 180<sup>th</sup> Ave. N. to Samuel Friedland Park on Feb. 4 2020. The \$299,394.34 contract was awarded to Hardrives Paving, Inc. The project time is 83 calendar days to begin on Feb. 27 2020 and has 15 days of flex time. The improvements of the contract consist of construction of 6' wide asphalt sidewalk on the south side of Hamlin Blvd. Public information coordinator will be Meredith Cruz and there will be two information signs with the telephone number 561-641-6440. The contractor must furnish and maintain portable chargeable signs beginning 14 day in advance of work. Mailers have been sent out to residents within 350 feet of construction.



# Board of Supervisors

## Agenda Item 12.3

### Monthly Report

---

**To:** Board of Supervisors  
**From:** Jason Lester, Director of Operations and Maintenance  
**Date:** February 5<sup>th</sup>, 2020  
**Subject:** Capital Improvement Report: January 1<sup>st</sup> through January 31<sup>st</sup>

---

#### **Capital Improvement**

##### Road Crew 1

Road Retrofit – 38<sup>th</sup> east of 180<sup>th</sup> – Project started 11/11/19 – Project 95% complete. The following work was completed during the month of January: Site finish grading, sod placement, rock installation on driveways, and rock installation and rough grading of entire .25-mile road. Work remaining includes finish grading of road and demobilization. Project to be completed by 2/6/20. After completion, crew is to move to the next road retro project, Orange Grove BLVD west of Avocado.

##### Road Crew 2

Road Retrofit – 40<sup>th</sup> east of Royal Palm Beach BLVD (1-mile asphalt milling road) – Project started 10/21/19 – Project 90% complete. Phase 1, east of Royal Palm Beach BLVD, was completed in late November. Phase 2, east of Mango, was completed in mid-December. Phase 3, last section just west of 110<sup>th</sup>, was completed during the month of January. Crew completed 75% of south perimeter berm (bordering Royal Palm Beach residence) and installed sections of guardrail to prevent RPB from damaging the works of Indian Trail. Work in progress includes completion of the south perimeter berm and stabilization of the existing road subgrade prior to installing asphalt millings. Approximately 25% of the 1.5-mile asphalt milling road has settlement due to existing conditions and area being disturbed by Palm Beach County Water Utility Department. The area has had several utility main breaks as well as installation of new facilities which has impacted the integrity of the road subgrade. Installation of the new asphalt millings is scheduled to commence on 2/25/20.

##### Culvert Crews

Culvert crews were reassigned to other projects during the Holidays. Crews will remain on these projects until completion. Culvert projects will likely resume during the month of March.

##### Culvert Crew 1

Mining of fill material at M2 Impound (Pump Station #1) – Mining operations continue daily, Monday – Saturday, with an average of 100+loads of structural fill material being mined and stockpiled per day. The planned use for this material is canal bank restoration and culvert replacement projects. Two articulated off-road dump trucks were rented in January to expedite mining operations. At this time, the mining crew consist of 355 trackoe, loader, skidsteer, and two off-road dump trucks  
New Road Construction – 60th LN N & 60th ST N – Project started 12/30/19 – Project scope included construction of a typical 60ft easement shellrock road with drainage swales over a 500ft section of existing canal. The purpose of this project was to provide property access to multiple homeowners. During the month of January, the crew completed construction of the new road (filled in canal, stabilized subbase, and installed road rock), installation of drainage swales/ pipes, and installation of one permitted driveway. Crew is scheduled to complete installation of signage and demobilization during the week of 2/3/20.

#### Culvert Crew 2

Canal Bank Restoration – 78<sup>th</sup> west of Grapeview – During the month of January, importing of fill material was completed. At this time, Indian Trail crews are working with a tree clearing company to remove all remaining vegetation (Australian pines, Brazilian peppers, pine tree, etc.) from the south bank. Floating vegetating and other debris will be removed from the canal before leaving the site. Completion of this project is tentatively scheduled for the end of February. Work remaining includes south bank tree removal, canal debris removal, north bank slope grading, rip rap placement around culvert, and sod/hydroseed disturbed areas.  
Canal Bank Restoration – “E” canal near PS#4 (Bay Hill Outflow) – Project started 12/16/19 – Fill material has been hauled, placed, and compacted starting at 120<sup>th</sup> Ave and working west. Rebuilding of canal bank has been put on a temporary hold until resources become available to resume work.

#### Culvert Crew 3

Partially staffed. Recruitment Ongoing. Current crew members are assisting Crew 1 & 2 with the projects mentioned above.



# Board of Supervisors

## Agenda Item 12.4

### Monthly Report

---

**To:** Board of Supervisors  
**From:** Jose Cabrera, Interim Director of Finance  
**Date:** February 12, 2020  
**Subject:** Finance Report

---

The annual workers compensation audit has been completed. Based on the audit, we have received a refund in the amount of \$2,332 for the fiscal year 2019.

We are working with the fiscal year 2019 annual financial audit. The auditors plan to conduct their field work on the week of February 12<sup>th</sup>. They might extend their field work depending on their audit scope.

We have submitted the initial 50% of the 75% deductible that the District will contribute towards the deductible for the staff that selected the Cigna high deductible plan. The initial contribution is now confirmed to be on each individual HSA account.

Funds have been transferred from the District's checking account to the investment accounts (FL FIT and FL CLASS). The balance left in the District's checking account meets the threshold amount set by the board.

# Indian Trail Improvement District Cash Receipts, Jan 1 thru Jan 31, 2020



<u>Totals</u>	
AR	\$2,370.25
Other	550.00
Permits	3,280.00
Park Revenue	605.00
PBC Tax Collector	<u>412,640.20</u>
	\$419,445.45

Date	Receipt	Amount
1/9/2020	5-KIDSCA DEP020920-16526 71ST LN N-BRANDLEY DUFORT-3117	\$50.00
1/9/2020	6-KIDSCA DEP012020-4848 WINDWILL RD-DEREK SCHENAVAK-6482	30.00
1/9/2020	7-KIDSCA DEP020120-16132 WHIPPOOWILL-STEVEN ROBERTSON-1610	30.00
1/9/2020	8-COMMUN DEP122919-17643 ORANGE BLVD-JAIR BARRIOS-MO.0563	30.00
1/9/2020	1-KIDSCA REN020120-15776 66TH CT N-RANDALL POULETTE-3900	30.00
1/9/2020	2-KIDSCA REN012520-17516 67TH CT N-KASSANDRA PEARSON-MO.2417	30.00
1/9/2020	3-KIDSCA DEP012520-17516 67TH CT N-KASSANDRA PEARSON-MO.2417	50.00
1/9/2020	4-SYCAMO DEP012520-17581 47TH CT N-LUZ JORDAN-923	30.00
1/9/2020	9-CULVERT PER#14529-18724 49TH ST N-DOROTHY WEINGART-283	250.00
1/9/2020	10-CULVERT PER#14545-13177 40TH LN-CHERRYL MORE-137	250.00
1/9/2020	11-CULVERT PER#14519-A-12291 70TH PLACE-SYNERGY HOMES-11248	250.00
1/9/2020	12-CULVERT PER#14519 CK10803-12291 70TH-SYNERGY HOMES-11248	30.00
1/16/2020	1-CITRUSG REN011820-13571 44 PL N-PETER MARION-116	30.00
1/16/2020	2-KIDSCAK REN020820-14577 64TH CT N-LORRAINE MILES-5399	30.00
1/16/2020	3-CITRUSG REN020820-18143 41ST RD N-LISA MCANDREWS-1285	50.00
1/16/2020	4-CITRUSG REN021520-13880 57TH PL N-MICHAEL RABA-351	50.00
1/16/2020	5-CULVERT PER#14533-17212 31ST RD-SPECIALTY FENCE-5684	250.00
1/16/2020	6-CULVERT PER#14544-14643 83RD LN-TYLER J HOLLIHAN-1126	250.00
1/16/2020	7-CULVERT PER#14547-6658 MANDARIN -RJM CUSTOM HOMES-13372	250.00
1/16/2020	8-CULVERT PER#14550-12522 HAMLIN BLVD-RJM CUSTOM HOMES-13409	500.00
1/16/2020	9-CULVERT PER#14552-11191 40TH ST-JOSE RUIZ-4789	250.00
1/16/2020	10-EASEMENT SALE PROCESSING FEE-SABAL PALM -FPL-5000594876	500.00
1/23/2020	1-COMMUNI REN020120-18268 91ST PL N-MACKENZIE PELLETIER-CASH	30.00
1/23/2020	2-KIDSCAK REN020220-14815 100TH LN N-DENNIS YU-CASH	50.00
1/23/2020	3-CULVERT PER#14555-16766 SW 95TH ST-JOSE NAVARRO-CASH	250.00
1/23/2020	1-HOELF REN012520-12188 63RD LN-LAURA NEDWICK-1144	30.00
1/23/2020	2-HOELF REN022920-12902 62ND LANE-DANIEL WRIGHT-3038	50.00
1/23/2020	3-KIDSCAK REN020820-152 PIPER RIDGE-BRANDAN COTHRAN-1043056	55.00
1/23/2020	4-CULVERT PER#14548-15629 75TH LN-ALTA HOMES-1183	250.00
1/23/2020	5-CULVERT PER#14551-16627 HAMLIN BLVD-JONATHAN HUGHES-880790	250.00
1/23/2020	6-CULVERT PER#14553-14570 85TH RD-ALTA HOMES-1184	250.00
1/23/2020	7-2020 AR DEC-14883 TANGERINE-NOMAD MOBILE -9750	240.00
1/23/2020	7-2020 AR JAN-14883 TANGERINE-NOMAD MOBILE -9750	240.00
1/23/2020	7-2020 AR JAN -14883 TANGERINE-NOMAD MOBILE -9750	240.00
1/23/2020	9-SP-0095-12/22/2016-PO BOX 36250-OAKMONT VILLAGE-950006458	292.50
1/23/2020	8-2019 AR 009 -286 KENSIGTON WAY-BRIANAMARIE COX-5867	577.50
1/23/2020	10-CY2020FEB-PO BOX 183-TIM SAYRE-514	780.25
1/8/2020	PBC TAX COLLECTO INDIAN TRAIL IMPROV DI CUSTOMER ID N	409,054.95
1/23/2020	PBC TAX COLLECTO INDIAN TRAIL IMPROV DI CUSTOMER ID N	3,585.25
	Total	<u><u>\$419,445.45</u></u>





## Indian Trail Improvement District Disbursements, Jan 16 thru Feb 5, 2020

Name	Check Number	Transaction Description	Effective Date	Amount
AETNA BEHAVIORIAL HEALTH LLC	13517	EAP SERVICES FEBRUARY 2020	1/23/2020	105.30
BETTY ARGUE	13518	FASD CDM PROGRAM 01/26/2020	1/23/2020	883.32
BRAD SPITZER	13519	SAFETY BOOT REIMBURSEMENT 01/21/2020	1/23/2020	125.00
CINTAS CORPORATION #283	13520	UNIFORM HATS / WIDE BRIM	1/23/2020	614.04
COLONIAL LIFE	13521	SUPPLEMENTAL INS JANUARY 2020	1/23/2020	1,531.72
COMCAST	13522	ADMIN TV & INTERNET 01/28-02/24/2020 ACCT# 8535114070590225	1/23/2020	235.50
FLAGLER CONSTRUCTION EQUIPME	13523	PARTS FOR TH-4	1/23/2020	385.92
FLAGLER CONSTRUCTION EQUIPME	13523	JR API 01 22 2020 1	1/23/2020	1,413.20
HULETT ENVIRONMENTAL SERVICE	13524	COMMERCIAL PEST CONTROL ADMIN JAN.2020	1/23/2020	48.00
HULETT ENVIRONMENTAL SERVICE	13524	COMMERCIAL PEST CONTROL O&M JAN.2020	1/23/2020	48.00
JASON LESTER	13525	FASD CDM PROGRAM 01/26/2020	1/23/2020	885.62
KDT SOLUTIONS	13526	REMOTE SERVICE FOR ACCOUNTS PAYABLE NEW COMPUTER	1/23/2020	55.00
KDT SOLUTIONS	13526	AFTER HOURS REMOTE SERVICE FOR BETTY ARGUE ( EMAIL ISSUE)	1/23/2020	360.00
KDT SOLUTIONS	13526	SETUP NEW FIREWALL & VPN AT HAMLIN DUE TO WATER HEATER LEAK	1/23/2020	647.42
KDT SOLUTIONS	13526	OFFSITE STORAGE / 50 GB UNIT OFFSITE STORAGE NOV.2019	1/23/2020	669.00
KDT SOLUTIONS	13526	OFFSITE STORAGE / 50 GB UNIT OFFSITE STORAGE DEC.2019	1/23/2020	693.00
KDT SOLUTIONS	13526	MONTHLY NETWORK MAINT/REMOTE SUPPORT/MANAGED BACKUP DEC2019	1/23/2020	1,474.00
KDT SOLUTIONS	13526	MONTHLY NETWORK MAINT/REMOTE SUPPORT/MANAGED BACKUP JAN2020	1/23/2020	1,474.00
KDT SOLUTIONS	13526	CYLANCE ANTIVIRUS SOFTWARE RENEWAL 12/17/19-12/17/2020	1/23/2020	2,145.00
KELLY TRACTOR COMPANY	13527	PARTS FOR L-1	1/23/2020	246.64
LAWSON PRODUCTS, INC.	13528	SUPPLIES FOR DAILY MECHANICAL OPERATIONS NOVEMBER2019	1/23/2020	337.13
Lengemann	13529	SURVEY SUPPLIES FOR O&M	1/23/2020	379.68
MWI Pumps	13530	Rental 6 Hyd Silent Dewatering pump	1/23/2020	1,837.00
NEXTRAN TRUCK CENTER	13531	PARTS FOR DT-3	1/23/2020	24.95
NEXTRAN TRUCK CENTER	13531	PARTS FOR DT4	1/23/2020	106.41
NEXTRAN TRUCK CENTER	13531	SERVICE DONE ON DT-4	1/23/2020	284.00
Precise Paving Inc.	13532	Install Pavers inside provided framework	1/23/2020	2,000.00
PRINCIPAL LIFE INSURANCE COMP/	13533	DENTAL/VISION/LIFE/ADD FEB2020	1/23/2020	6,905.92
Principal Meridian Surveying, Inc.	13534	Survey 43rd East of Mandarin Blvd 14 Property Corners Road R	1/23/2020	985.00
Principal Meridian Surveying, Inc.	13534	JR API 01 22 2020 1	1/23/2020	2,425.00
ROBERTS OXYGEN COMPANY, INC.	13535	ARGON TANK RENTAL 336 CU FT	1/23/2020	9.60

Name	Check Number	Transaction Description	Effective Date	Amount
ROBERTS OXYGEN COMPANY, INC.	13535	MILLER HEADGEAR / OXYGEN TANK 80CU FT	1/23/2020	71.69
SIGMA CONSULTING & TRAINING II	13536	CHEMICAL SPILL RESPONSE TRAINING/OSHA DEC2019	1/23/2020	95.00
SIGMA CONSULTING & TRAINING II	13536	CHEMICAL SPILL RESPONSE TRAINING OSHA LEVEL III DEC2019	1/23/2020	1,900.00
ST LUCIE BATTERY & TIRE	13537	Bh8 19.5 24 Ez Rider R-4 / Bh8 Service call	1/23/2020	1,069.00
SUNSHINE STATE ONE CALL	13538	MONTHLY LOCATES SVCS FROM 12/01-12/31/2019	1/23/2020	136.54
Synergy Equipment Pump & Dewatering	13539	JR API 01 22 2020 1	1/23/2020	3,208.00
Synergy Equipment Pump & Dewatering	13539	Repair to theft of parts on Bobcat Skid Steer T740 WO# 27054	1/23/2020	5,430.01
THERMO KING OF THE SOUTHEAST	13540	PARTS FOR BH-9	1/23/2020	172.30
UNITED SITE SERVICES	13541	PORTABLE RESTROOM MAINT PROJECT#B0128	1/23/2020	126.18
UNITED SITE SERVICES	13541	PORTABLE RESTROOM MAINT COMMUNITY PARK 12/09/19-01/05/2020	1/23/2020	167.47
UNITED SITE SERVICES	13541	PORTABLE RESTROOM MAINT PROJECT#B0139	1/23/2020	206.78
WASTE MANAGEMENT INC. OF FLO	13542	TIRE DUMPSTER M2 IMPOUND 1/16-1/31/2019 ACT# 6-86593-86662	1/23/2020	251.50
A-1 INDUSTRIAL SUPPLY INC.	13543	3/4 GALVANIZED PIPE 21'	1/23/2020	33.60
AAA Garden Center	13544	JR API 01 23 2020	1/23/2020	480.00
AAA Garden Center	13544	Regular Sod / Pinned Sod / Floratam / Hydro Seed	1/23/2020	2,434.90
AAA Garden Center	13544	Bahaia Pinned Sod and Hydroseed Apache Blvd	1/23/2020	3,463.50
ACME BARRICADES LC	13545	MOT AT CITRUS GROVE - APACHE & HALL BLVD PJCT#B0087	1/23/2020	216.00
ACME BARRICADES LC	13545	JR API 01 23 2020	1/23/2020	1,539.60
AL PACKER FORD WEST	13546	PARTS FOR M-32	1/23/2020	346.50
AL PACKER FORD WEST	13546	Running Boards 2017-2019 Ford F-250 Super Duty Assist Steps	1/23/2020	693.00
EVERGLADES FARM EQUIPMENT CC	13547	PARTS FOR MW-8	1/23/2020	71.97
EVERGLADES FARM EQUIPMENT CC	13547	PARTS FOR G-10	1/23/2020	128.41
EVERGLADES FARM EQUIPMENT CC	13547	PARTS FOR G-8	1/23/2020	193.49
EVERGLADES FARM EQUIPMENT CC	13547	PARTS FOR FM-4	1/23/2020	193.53
EVERGLADES FARM EQUIPMENT CC	13547	PARTS FOR FM-3	1/23/2020	293.91
ROBERTS OXYGEN COMPANY, INC.	13548	ARGON TANK RENTAL 336 CU FT	1/23/2020	9.60
SISTERS TOWING	13549	TOW GRADER MG-3 TO OPERATIONS BLDG	1/23/2020	224.00
SISTERS TOWING	13549	TOW JD 245 EXCAVATOR CULVERT REPLACEMENT PROJECT B0139	1/23/2020	287.50
SISTERS TOWING	13549	TOW VOLVO EXCAVATOR CULVERT REPLACEMENT PROJECT B0135	1/23/2020	495.00
SYNOVIA SOLUTIONS, LLC	13550	GPS MONTHLY LEASING DECEMBER 2019	1/23/2020	1,319.72
SYNOVIA SOLUTIONS, LLC	13550	GPS MONTHLY LEASING JANUARY 2020	1/23/2020	1,319.72
Terracon Consultants, Inc.	13551	Densities 55th between 120th and coconut, 48-inch single B01	1/23/2020	220.00
Terracon Consultants, Inc.	13551	PROCTOR AND DENSITY PROJECT B0116	1/23/2020	460.00
UniFirst Corporation	13552	UNIFORMS WEEK OF 12/05/2019	1/23/2020	500.21
UniFirst Corporation	13552	UNIFORMS WEEK OF 12/19/2019	1/23/2020	525.75
UniFirst Corporation	13552	UNIFORMS WEEK OF 12/12/2019	1/23/2020	542.47

Name	Check Number	Transaction Description	Effective Date	Amount
ADVANCED DISPOSAL SERVICES - S	13553	WASTE DISPOSAL JANUARY 2019, ALL EXCEPT HOEFL PARK	1/29/2020	908.10
ALLIED TRUCKING OF PALM BEACH	13555	Hauling Dec 23 with 5 trucks From PS1 to Culvert between 77	1/29/2020	544.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling From Mining Fill at Pump Station to 77th/78th we	1/29/2020	544.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling Dec 26 From PS1 to canal near 16759 60th lane North	1/29/2020	950.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling From Mining Fill at Pump Station to 77th/78th west	1/29/2020	952.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling From Mining Fill at Pump Station to 77th/78th	1/29/2020	1,428.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling From PBA to 82nd St. N; West of 140th Ave	1/29/2020	1,693.77
ALLIED TRUCKING OF PALM BEACH	13555	Hauling Dec 16th From Mining Fill at Pump Station	1/29/2020	2,040.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling from PBA to 64th-west of Mandarin	1/29/2020	2,103.43
ALLIED TRUCKING OF PALM BEACH	13555	JR API 01 28 2020	1/29/2020	5,644.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling Jan 8-10 - 8 to 10 trucks From PS1 to 77/78th -120	1/29/2020	6,324.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling From Mining Fill at Pump Station to Culvert near 77	1/29/2020	8,640.00
ALLIED TRUCKING OF PALM BEACH	13555	Hauling Dec 17 5 trucks From PS1 to Culvert between 77th/78	1/29/2020	10,336.00
Cemex	13556	3000 PSI Concrete Mix	1/29/2020	5,895.27
Ciklin Lubitz	13557	COMMUNITY PARK SOUTH EXPANSION PROJECT SVCS 12/16-01/14/2020	1/29/2020	1,071.89
COMCAST	13558	ADM PRI AND HOSTED PHONES 01/15-02/14/2020 ACT# 905009782	1/29/2020	1,153.14
COMCAST	13559	ADMIN TV & INTERNET 01/28-02/27/2020 ACCT# 8535114070590225	1/29/2020	235.50
COMCAST	13560	HAMLIN TV & INTERNET 01/19-02/18/2020 ACCT# 8535114070823550	1/29/2020	639.02
EGIS INSURANCE ADVISORS, LLC	13561	GEN LIAB POLICY#100119759 03/31/20-03/31/21-STORAGE TANK	1/29/2020	2,132.00
FEDEX	13562	BOND PAYMENTS SHIPPING R2 AND UNIT 18	1/29/2020	11.82
FLORIDA DEPARTMENT OF REVENUE	13563	REEMPLOYMENT TAX OCT2019-DEC2019-STOSSEL	1/29/2020	275.00
GateHouse West Palm Beach - Adv	13564	NOTICE OF A NEW LOCATION 01/22/2020	1/29/2020	147.92
HOWARD FERTILIZER COMPANY	13565	Herbicides and pesticides	1/29/2020	2,988.76
HSA Bank	13566	HSA EMPLOYER CONTRIBUTION FEB2020	1/29/2020	1,176.14
J.W. CHEATHAM,LLC	13567	Asphalt 140th and Temple 10Tons/S-3 Sidewalk/Account 50530	1/29/2020	470.58
L V Superior Landscaping, Inc	13568	LANDSCAPE SERVICES DECEMBER 2019	1/29/2020	3,385.17
L V Superior Landscaping, Inc	13568	LANDSCAPE SERVICES NOVEMBER 2019	1/29/2020	3,385.17
LAZARO GONZALEZ	13569	SAFETY BOOT REIMBURSEMENT 01/27/2019	1/29/2020	113.68
MAKO HOSE & RUBBER CO.	13570	SHOP TOOLS FOR O&M	1/29/2020	95.15
MOORES TRUE VALUE HARDWARE	13574	PARTS FOIR DT-3	1/29/2020	0.59
MOORES TRUE VALUE HARDWARE	13574	WHITE LATEX CAULKING FOR COMMUNITY URINAL	1/29/2020	2.49
MOORES TRUE VALUE HARDWARE	13574	CABLE TIES (20 PACK)	1/29/2020	2.99
MOORES TRUE VALUE HARDWARE	13574	HARDWARE FOR O&M	1/29/2020	4.29
MOORES TRUE VALUE HARDWARE	13574	4OZ LIQUID NAILS	1/29/2020	4.79
MOORES TRUE VALUE HARDWARE	13574	PARTS FOR G-10	1/29/2020	4.98
MOORES TRUE VALUE HARDWARE	13574	3-1/4 SAFTY HASP FOR COMMUNITY PARK	1/29/2020	4.99

Name	Check Number	Transaction Description	Effective Date	Amount
MOORES TRUE VALUE HARDWARE	13574	2" EXTENSION COUPLING	1/29/2020	5.97
MOORES TRUE VALUE HARDWARE	13574	2" GALVANIZED NAILS	1/29/2020	5.99
MOORES TRUE VALUE HARDWARE	13574	CLAMP FOR SIGN REPAIR	1/29/2020	6.49
MOORES TRUE VALUE HARDWARE	13574	HARDWARE FOR COMMUNITY PARK	1/29/2020	6.80
MOORES TRUE VALUE HARDWARE	13574	SHOP HARDWARE	1/29/2020	7.84
MOORES TRUE VALUE HARDWARE	13574	50 CT UNIVERSAL CLIPS	1/29/2020	8.49
MOORES TRUE VALUE HARDWARE	13574	HEAVY DUTY TOGGLE SWITH FOR PARKS SPRAY PUMP	1/29/2020	8.99
MOORES TRUE VALUE HARDWARE	13574	PLASTIC FLUSH LEVEL & TOILET PAPER FOR HOELF PARK	1/29/2020	10.98
MOORES TRUE VALUE HARDWARE	13574	FLEXABLE P-TRAP DRAIN	1/29/2020	10.99
MOORES TRUE VALUE HARDWARE	13574	LARGE HOOKS	1/29/2020	10.99
MOORES TRUE VALUE HARDWARE	13574	ZINC QUICK LINK	1/29/2020	11.16
MOORES TRUE VALUE HARDWARE	13574	SINGLE SIDED KEYS FOR MAINT.BLDG AND GATE KEYS	1/29/2020	11.94
MOORES TRUE VALUE HARDWARE	13574	4PACK RAID FOGGER FOR PARKS TRUCKS	1/29/2020	11.99
MOORES TRUE VALUE HARDWARE	13574	HEAVY DUTY STAPLES AND 50 CT UNIVERSAL CLIPS	1/29/2020	12.28
MOORES TRUE VALUE HARDWARE	13574	12YD BLACK GORI TAPE	1/29/2020	12.98
MOORES TRUE VALUE HARDWARE	13574	SIDEWALK ADA REPAIR	1/29/2020	14.48
MOORES TRUE VALUE HARDWARE	13574	EYEBOLT	1/29/2020	14.97
MOORES TRUE VALUE HARDWARE	13574	CEILING FIXTURE	1/29/2020	14.99
MOORES TRUE VALUE HARDWARE	13574	SPARK PLUG AND FILTER FOR PARKS CHAINSAW	1/29/2020	16.48
MOORES TRUE VALUE HARDWARE	13574	9PK BATH TISSUE	1/29/2020	16.98
MOORES TRUE VALUE HARDWARE	13574	10" LOW PROFILE CHAIN	1/29/2020	17.99
MOORES TRUE VALUE HARDWARE	13574	PARTS FOR MW-12	1/29/2020	18.80
MOORES TRUE VALUE HARDWARE	13574	SINGLE SIDED KEY FOR PUMP STATION #1	1/29/2020	19.90
MOORES TRUE VALUE HARDWARE	13574	DUCT TAPE FOR STAGE CARPET	1/29/2020	19.98
MOORES TRUE VALUE HARDWARE	13574	SHOP SUPPLIES FOR O&M	1/29/2020	20.44
MOORES TRUE VALUE HARDWARE	13574	REPLACEMENT CHAINSAW CHAIN (COMMUNITY PARK)	1/29/2020	20.99
MOORES TRUE VALUE HARDWARE	13574	REPLACEMENT CHAINSAW CHAINS FOR PARKS	1/29/2020	20.99
MOORES TRUE VALUE HARDWARE	13574	HOSE NOZZLE AND ADAPTER	1/29/2020	24.56
MOORES TRUE VALUE HARDWARE	13574	HARDWARE	1/29/2020	24.78
MOORES TRUE VALUE HARDWARE	13574	PAINTING SUPPLIES	1/29/2020	31.45
MOORES TRUE VALUE HARDWARE	13574	PARTS FOR PARKS AUGER	1/29/2020	36.44
MOORES TRUE VALUE HARDWARE	13574	GRINDER WHEEL AND CUTOFF WHEELS	1/29/2020	36.94
MOORES TRUE VALUE HARDWARE	13574	TURNBUCKLE AND IIRIGATION SUPPLIES	1/29/2020	38.46
MOORES TRUE VALUE HARDWARE	13574	CHIAN SAW REPLACEMENT CHAINS	1/29/2020	41.98
MOORES TRUE VALUE HARDWARE	13574	IRRIGATION SUPPLIES	1/29/2020	58.36
MOORES TRUE VALUE HARDWARE	13574	PROPANE RE-FILL FOR O&M FORKLIFT 33.5LB	1/29/2020	70.40

Name	Check Number	Transaction Description	Effective Date	Amount
MOORES TRUE VALUE HARDWARE	13574	SPARE POP UP SPRINKLER HEADS	1/29/2020	113.33
MOORES TRUE VALUE HARDWARE	13574	45' PROOF CHAIN FOR PARK EXPANSION	1/29/2020	134.82
MOORES TRUE VALUE HARDWARE	13574	PARK MASTER LOCKS	1/29/2020	288.00
NAPA AUTO PARTS	13575	PARTS FOR DEWATERRING PUMP DWP-1	1/29/2020	105.91
NATIONWIDE RETIREMENT SOLUTI	13576	DEFFERED CONTRIB PD 1/23/2020	1/29/2020	2,077.22
PALM BEACH AGGREGATES, LLC	13579	1" MINUS BASE ROCK	1/29/2020	35,718.80
PALM BEACH COUNTY TAX COLLEC	13580	DELINQUENT TAX DISTRIBUTION #1 (DIST#2 NEGATIVE BALANCE)	1/29/2020	809.80
Prism Surveying, Inc.	13581	Survey 13 Property corners 60TH LN N B-0139	1/29/2020	1,500.00
Prism Surveying, Inc.	13581	Survey 10 Property Corners on W Preakness Dr between Cheeten	1/29/2020	1,850.00
Prism Surveying, Inc.	13581	Survey 14 Property 82nd lane East of Apache Blvd	1/29/2020	2,500.00
Rescue Clean 911, LLC	13582	Mold Remediation Administration Office	1/29/2020	12,957.37
ROBERTS OXYGEN COMPANY, INC.	13583	ARGON-CO2 MIX 125 SIZE	1/29/2020	44.26
Smarsh, Inc.	13584	SOCIAL MEDIA ARCHIVING SVC PR. 12/01/19-10/31/2020	1/29/2020	110.17
STORMWATERJ ENGINEERING INC	13585	NORTH COUNTY PLAN DECEMBER 2019	1/29/2020	150.00
STORMWATERJ ENGINEERING INC	13585	M-2 BASIN DECEMEBR 2019	1/29/2020	187.50
STORMWATERJ ENGINEERING INC	13585	SP-0079, NORTHLAKE BLVD & SPW INTERSEC, SP, INTERSEC IMPROV	1/29/2020	431.25
STORMWATERJ ENGINEERING INC	13585	SP-0125 RPB Blvd 60th to Orange, PBC, THREE LINE ROADWAY	1/29/2020	665.06
STORMWATERJ ENGINEERING INC	13585	SP-0084 60th from 110th to 180th, PBCWUD, water lines	1/29/2020	718.71
STORMWATERJ ENGINEERING INC	13585	SP-0124 Okeechobee Blvd, PB Cnty, Asphalt Pathway, M2 Canal	1/29/2020	946.45
STORMWATERJ ENGINEERING INC	13585	ROADWAY PROGRAM DECEMEBR 2019	1/29/2020	1,312.50
STORMWATERJ ENGINEERING INC	13585	NPDES PERMITS DECEMBER 2019	1/29/2020	1,854.90
STORMWATERJ ENGINEERING INC	13585	MOSS PILOT PROJECT DECEMBER 2019	1/29/2020	1,936.42
STORMWATERJ ENGINEERING INC	13585	M-1 BASIN DECEMBER 2019	1/29/2020	2,175.00
STORMWATERJ ENGINEERING INC	13585	GENERAL ENGINEERING CONTRACT EXTRAS DEC.2019	1/29/2020	10,555.21
STORMWATERJ ENGINEERING INC	13585	R-3 ROADWAY PLAN DECEMBER 2019	1/29/2020	10,767.50
Synergy Equipment Pump & Dewate	13586	Rental, Bobcat Skid Steer T740, Begin 10/18/19-11/15/2019	1/29/2020	3,208.00
TBC RETAIL GROUP, INC.	13587	SPARE TIRE FOR EQUIPMENT TRAILER	1/29/2020	115.54
TBC RETAIL GROUP, INC.	13587	PARTS FOR PK-8	1/29/2020	192.18
TBC RETAIL GROUP, INC.	13587	TIRES FOR EQUIPMENT TRAILER	1/29/2020	337.12
TGI OFFICE AUTOMATION, INC	13588	ADMIN TOSHIBA COPIER 11/04/19-02/03/2020 PER PAGE CHARGES	1/29/2020	579.08
UNITED RENTALS (North America),	13589	Rental, Mini Excavator SVCS 11/25-12/23/2019	1/29/2020	2,586.34
UNITED RENTALS (North America),	13589	Rental, Mini Excavator SVCS 12/23/19-01/20/2020	1/29/2020	2,586.34
UNITED SITE SERVICES	13590	PORTABLE RESTROOM MAINT COCONUT PARK 12/09/2019-01/05/2020	1/29/2020	212.10
UNITED SITE SERVICES	13590	PORTABLE RESTROOM MAINT HOEFL PARK 12/05/2019-01/01/2020	1/29/2020	344.70
Verizon Wireless	13591	CELLPHONES 12/24/2019-1/23/2020	1/29/2020	2,168.80
AIR ADVISORS, INC.	13592	FREEZE STAT INSTALL & OUTDOOR TIME RELAY FOR SERVER ROOM A/C	2/5/2020	308.00

Name	Check Number	Transaction Description	Effective Date	Amount
CALDWELL PACETTI EDWARDS SCH	13593	ITID PERMITS - SVCS 01/14/2020	2/5/2020	22.50
CALDWELL PACETTI EDWARDS SCH	13593	ITID LEVEE BERM - MOSS HYDRATION GRANT SVC -12/27/19-1/13/20	2/5/2020	112.50
CALDWELL PACETTI EDWARDS SCH	13593	DELLWOOD 01/07/20-01/09/2020	2/5/2020	225.00
CALDWELL PACETTI EDWARDS SCH	13593	LAS FLORES HOA SVCS 01/07-01/09/2020	2/5/2020	225.00
CALDWELL PACETTI EDWARDS SCH	13593	R-3 ROAD PLAN SVCS - 01/06/20-01/21/20	2/5/2020	720.00
CALDWELL PACETTI EDWARDS SCH	13593	ITID MINUTES SVCS FROM 12/20/19-01/15/2020	2/5/2020	1,260.00
CALDWELL PACETTI EDWARDS SCH	13593	ITID SANTA ROSA GROVES - SVCS 10/31/19-01/24/2020	2/5/2020	1,597.50
CALDWELL PACETTI EDWARDS SCH	13593	ITID LEGISLATION 5480 - SVCS 10/14-11/18/2019	2/5/2020	2,403.00
CALDWELL PACETTI EDWARDS SCH	13593	ITID RECREATION/COMMUNITY PARK SVCS 12/19/2019-01/16/2020	2/5/2020	3,450.00
CALDWELL PACETTI EDWARDS SCH	13593	ITID GENERAL 5430 -12/27/19-01/23/2020	2/5/2020	20,575.02
CELTIC COMMUNICATIONS	13594	CELTIC REMOTE ACCESS TO CONFIGURE CALL FORWARDING 01/06/2020	2/5/2020	120.00
CIT TECHNOLOGY FIN. SVC. INC.	13595	COPIER CHARGES MAINT BUILDING JANUARY 2020	2/5/2020	245.00
Daniel Nolan	13596	DAN NOLAN MILEAGE FROM HALIM HOUSE TO OTHER DISTRICT'S AREAS	2/5/2020	71.88
GUARDIAN HAWK SECURITY	13597	ALARM MONITORING HAMLIN HOUSE 02/01-02/29/2020	2/5/2020	49.00
GUARDIAN HAWK SECURITY	13597	WORK PERFORMED AT ADMIN BLDG FOR KEYPAD ISSUES	2/5/2020	325.00
Hubbs Tire & Service, Inc.	13598	ROAD SERVICE FOR L-1	2/5/2020	210.50
HULETT ENVIRONMENTAL SERVICE	13599	COMMERCIAL PEST CONTROL HAMLIN HOUSE JAN.2020	2/5/2020	51.00
JAG Enterprises, LLC, dba Benefits V	13600	COBRA ADM BENEFITS WORKSHOP JANUARY2020	2/5/2020	60.00
JP Orlando, LLC, dba Jan-Pro of Pal	13601	JANITORIAL SERVICES FEBRUARY 2020	2/5/2020	850.00
KASSANDRA PEARSON	13602	3-KIDSCA DEP012520-17516 67TH CT N-KASSANDRA PEARSON-MO.2417	2/5/2020	50.00
L V Superior Landscaping, Inc	13603	LANDSCAPE SERVICES JANUARY 2020	2/5/2020	3,385.17
MD NOW MEDICAL CENTERS	13604	POST ACCIDENT & NEW HIRE PANEL DRUG SCREEN JAN.2020	2/5/2020	40.00
Miguel Vazquez	13605	SAFETY BOOT REIMBURSEMENT 01/27/2020	2/5/2020	125.00
NATIONWIDE RETIREMENT SOLUTI	13606	DEFFERED CONTRIB PD 2/6/2020	2/5/2020	2,427.22
Neeld Paper and Supplies, Inc. dba	13607	JANITORIAL SUPPLIES FOR PARKS	2/5/2020	922.94
NESTLE WATERS	13608	WATER SUPPLIES FOR O&M SVCS FROM 12/25/19-01/24/2020	2/5/2020	30.20
PITNEY BOWES	13609	QRTLY LEASE FOR POSTAGE MACHINE 11/29/2019-02/28/2020	2/5/2020	626.82
PITNEY BOWES	13610	POSTAGE POWER ACCOUNT (POSTAGE REFILL)	2/5/2020	295.14
PRINT-IT PLUS	13611	SIGNS FOR WASTE WATER PUMP STATION	2/5/2020	408.61
PRO-TECH FIRE SPRINKLERS, INC	13612	NFPA 25 SEMI ANNUAL FIRE SYSTEM INSP. ADMIN AND O&M 01/09/20	2/5/2020	300.00
PRO-TECH FIRE SPRINKLERS, INC	13612	NFPA 25 SEMI ANNUAL FIRE SYSTEM INSP. FIRE STATION#26 1/9/20	2/5/2020	300.00
Ramba Law Group, LLC	13613	LEGISLATIVE CONSLT SERVICES THROUGH DECEMBER2019	2/5/2020	4,000.00
Ramba Law Group, LLC	13613	LEGISLATIVE CONSLT SERVICES THROUGH JANUARY2020	2/5/2020	4,180.00
RMPK FUNDING	13614	GRANT MGNT. NICOLE HORNSTEIN EQUESTRAIN PARK 01/31/2020	2/5/2020	4,000.00
SAFETY COUNCIL OF PALM BEACH (	13615	FDOT INTERMEDIATE MAINT OF TRAFFIC TRAINING 01/29/2020	2/5/2020	3,245.00
Sunshine Services Unlimited, Inc.	13616	Paving Sidewalk West side of Avocado Blvd South of 85th Rd	2/5/2020	5,884.97

Name	Check Number	Transaction Description	Effective Date	Amount
THE VILLAGE OF ROYAL PALM BEAC	13617	BOARD OF SUPERVISOR MEETING 01/22/2020	2/5/2020	464.40
TORCIVIA, DONLON, GODDEAU & A	13618	GENERAL PERSONNEL ISSUES DECEMBER 2019	2/5/2020	5,467.40
WASTE PRO	13619	TRASH PICK UP HOEFL PARK 01/01/20-01/31/2020	2/5/2020	54.77
WASTE PRO	13619	TRASH PICK UP HOEFL PARK 02/01-02/29/2020	2/5/2020	54.77
WILLIAM KINSEY	13620	GIFT RETURNED	2/5/2020	50.00



## Indian Trail Improvement District Accounts Receivable, 1-31-2020

Customer Name	Total	Current	1 - 30 Days	31 - 60	61 - 90	Over 90
			Past Due	Days Past Due	Days Past Due	Days Past Due
AT&T	15,793.39	0.00	0.00	4,700.04	2,522.85	8,570.50
BOARD OF COUNTY COMMISSIONERS	1.00	0.00	0.00	0.00	0.00	1.00
FIBERNET DIRECT	2,122.64	0.00	0.00	0.00	0.00	2,122.64
FLORIDA DEPARTMENT OF TRANSPORTATIO	65.00	65.00	0.00	0.00	0.00	0.00
FPL	4,629.40	0.00	0.00	1,458.30	569.13	2,601.97
LAURENE PALM	1,590.57	0.00	0.00	0.00	0.00	1,590.57
MARK GRANDERSON	693.62	0.00	0.00	299.95	393.67	0.00
MCIMetro Access Transmission Service Corp	192.68	0.00	0.00	0.00	192.68	0.00
New Life Worldwide Apostolic	452.44	0.00	0.00	0.00	0.00	452.44
Northlake Land Group, LLC	15,659.14	0.00	0.00	15,659.14	0.00	0.00
Palm Beach County Board of County Commissioner	5,309.69	300.20	0.00	4,544.49	465.00	0.00
Palm Beach County School District	18,638.88	0.00	9,307.68	9,331.20	0.00	0.00
Palm Beach County Water Utility	6,530.07	2,371.40	0.00	2,878.45	1,280.22	0.00
PENINSULA PIPELINE CO.	1,922.68	0.00	0.00	0.00	1,922.68	0.00
RICK BUKATA	340.07	130.00	0.00	210.07	0.00	0.00
SANTAMARIA PROPERTY	7,388.67	75.00	0.00	517.50	6,796.17	0.00
SOUTH FLORIDA WATER MANAGEMENT DIS'	1,161.22	0.00	0.00	1,161.22	0.00	0.00
Totals	82,491.16	2,941.60	9,307.68	40,760.36	14,142.40	15,339.12



**Indian Trail Improvement District**

Credit Card Activity for the Month of Jan2020



Holder	Last Four Digits	Amount
dparris	2380	\$129.94
dphillip	3870	1,174.15
gshaffer	1690	378.74
jlester	6573	933.80
ksewdass	0564	1,382.17
mheisser	3508	1,726.53
mnicholson	4368	3,432.03
scantley	6866	422.54
scantley	8741	5,716.16
<b>Grand Total</b>		<b>\$15,296.06</b>



Indian Trail Improvement District  
**Investments Report**

1/31/2020

Entity	Current Balance	Current Month Transfers	Interest Earned MTD	Current Annual Interest Rate	
FL FIT	8,418,079	3,500,000	7,972	1.83%	30 Day Yield
FL CLASS	8,943,643	3,500,000	8,960	1.78%	Average Monthly Yield
SBA, Florida Prime	58,060	0	0	TBD	(A)
FL PALM, formerly FEITF	7,196	0	11	1.8%	Monthly Yield (B)
Total	\$ 17,426,978				

(A) Latest balance available is as of 10/31/2019. District's staff is in the process to update authorized signers/access on the account and advise the board if this account needs to be closed.

(B) Latest balance available is as of 12/31/2019. District's staff is in the process to update authorized signers/access on the account and advise the board if this account needs to be closed.



# Board of Supervisors

## Agenda Item 12.5

### Monthly Report

---

**To:** Board of Supervisors

**From:** Jason Lester, Director of Operations and Maintenance

**Date:** February 5<sup>th</sup>, 2020

**Subject:** Operations and Maintenance Report: January 1<sup>st</sup> through January 31<sup>st</sup>

---

#### **Maintenance**

**Total Work Orders Created: 107   Total Work Orders Completed: 95**

Paved Road Easement Mowing Crew (2 flat mowers) – Crew completed mowing in Zones 5, 1, 2, 3, 4, and 5 during the month of January. Crew is now mowing paved roads in Zone 1 and weed eating traffic calming areas. Paved road mowing productivity = 1 zone per week.

Dirt Road Easement Mowing Crew (2 slope mowers and 1 flat mower) – Mow crew completed mowing of Zone 2 and started Zone 3 during the new year. Zone 3 mowing was completed during the month of January. Dirt road mowing productivity = 1 zone per month.

Canal Mowing Crew (2 slope mowers and 1 flat mower) – Crew completed Zone 5 and started Zone 1 during the new year. Location of the crew as of 2/5 is near Persimmon and Orange. Crew will remain in Zone 1 for the month of February. Canal easement mowing productivity = 1 zone per 2 months.

All maintenance crew zones continued performing routine maintenance grading, drainage improvements, and layout for new driveways. The following activities were also performed:

#### **Zone 1 Maintenance Crew**

**Work Orders Created: 6   Work Orders Completed: 4**

Road Rock Installation – 55<sup>th</sup> east of Coconut – Rock placed, graded, and compacted. Entire road received rock.

Road Rock Installation – 55<sup>th</sup> west of 120<sup>th</sup> – Rock placed, graded, and compacted.

Road Rock Installation – 57<sup>th</sup> west of 120<sup>th</sup> – Rock placed, graded, and compacted.

Road Rock Installation – 42<sup>nd</sup> east of Avocado – Rock placed, graded, and compacted.

Road Rock Installation – 52<sup>nd</sup> west of Coconut – Rock placed, graded, and compacted.

Road Rock Installation – 56<sup>th</sup> west of Coconut – Rock placed, graded, and compacted.

## Zone 2 Maintenance Crew

Work Orders Created: 14   Work Orders Completed: 6

Swale Retro – 68<sup>th</sup> east of Coconut – Swales excavated for positive drainage with mini-excavator. Work completed.

Swale to Canal Dump Pipe Replacement – 89<sup>th</sup> East of Avocado – Work completed.

140<sup>th</sup>/Temple Traffic Circle – Crew assisted with installation of rubber curbs for traffic circle and 4 triangles. Crew also installed 4ea 6" diameter steel bollards with concrete infill.

Asphalt Road Maintenance – Tangerine east of 140<sup>th</sup> – Potholes repaired.

## Zone 3 Maintenance Crew

Work Orders Created: 29   Work Orders Completed: 29

Swale Maintenance – 94<sup>th</sup> east of Apache – Existing swale demucked to eliminate soft spots. New material placed to stabilize the bottom of swale.

Swale Maintenance – Hamlin House - North and south swales excavated to provide positive drainage. Excavation completed.

Canal Bank Restoration – 78<sup>th</sup> west of Grapeview – Hauling in fill material was completed during the month of January. Crew is rebuilding canal bank and constructing a 15ft wide top of bank for future maintenance. This project has been handed off to Capital.

Road Rock Installation – 87<sup>th</sup> west of Hall – Rock placed, graded, and compacted.

Asphalt Road Maintenance – Hall – Potholes repaired.

## Zone 4 Maintenance Crew

Work Orders Created: 53   Work Orders Completed: 52

Road Rock Installation – 72<sup>nd</sup> East of Mandarin – Rock placed, graded, and compacted. Entire ½ mile road to receive new rock material.

Sidewalk Replacement – Near intersection of Orange & Banyan – 500lf of new asphalt sidewalk installed.

## Zone 5 Maintenance Crew

Work Orders Created: 5   Work Orders Completed: 4

140<sup>th</sup>/Temple Traffic Circle – Zone 5 crew chief was lead for this project. Crew assisted with demolition of existing concrete header curb, excavation for proposed 3ft wide curb, and installation of 300lineal feet of formwork. Zone 5 also removed and replaced sidewalks as well as installed ADA mats. Crew assisted installation of signage and monitored subcontractors installing pavers, pavement markings, and MOT signage.

Road Rock Installation – Epson & Cheetham Hill – Rock placed, graded, and compacted.

Road Drainage Issue Sycamore Dr (County Road) - 168<sup>th</sup> Trail N & 168<sup>th</sup> Terrace N - At the two locations, the Sycamore Dr sidewalk and adjacent roadway section are lower than the surrounding areas. These locations flood easily and are a safety concern. Palm Beach County Road & Bridge was contacted 9/11/19 to address these items. Per Craig Lloyd, PBC Superintendent of Road Department, PBC is working on a plan and will provide further details with a tentative start date. Follow-up email sent to PBC on 11/20.

PBC placed asphalt in potholes during the month of December, however the drainage issue still remains. Follow-up email sent to PBC on 12/30/19. Awaiting response/action from PBC.

### **Traffic Control/Signage**

140<sup>th</sup>/Temple Traffic Circle – Installed new signage (stop signs, roundabout, speed limit, cross traffic does not stop, etc.).

**Radar trailers positioned at 140<sup>th</sup> near Temple, to the north and south of the new traffic circle. Traffic data report is attached for the month of January.**

Reflective Street Name Signs – Indian Trail continues to install new reflective street signs. Palm Beach County continues to provide 50 single sided signs (makes 25 signs) per month. Palm Beach County has not provided January sign quota as of 2/5/20.

Pavement Marking Maintenance – PBC responded on 8/8/19. According to PBC, Indian Trail is responsible for pavement markings. Further investigation required. Indian Trail staff/legal is coordinating with PBC.

### **Procurement**

Alamo 6ft switch blade has been ordered (60 day lead time - April delivery). This attachment will be installed on the canal crew flat mower (FM5) and can be operated simultaneously with the rear mow deck. The 6ft switch blade attachment gives FM5 the capability to maintain to top edge of bank while keeping a safe operating distance from the side slope. The anticipated result is a uniformly mowed top of bank.

Temple/140th Traffic Calming – Procured all materials and services; paver installer, MOT sign installer, and pavement marking contractor.

New uniform hats and high visibility cold weather jackets have been procured and delivered.

GPS rover procured. Unit to be delivered and training to be performed during the month of February.

2ea 15cy off-road dump trucks were delivered on 1/16. These trucks will support mining activities for the month of January and part of February.

Procurement of sod, road rock, hauling services, fleet parts, safety equipment, and tools continues.

### **Fleet**

Heavy Equipment (Driven on Road) – Continued installation of reflective slow moving equipment signs and white/yellow LED beacon to increase equipment visibility to public.

MW12 Slope Mower – R/R mow deck fasteners and perform welding repairs and rotary blade guard. Completed this week. Back in service.

SS3 ATV with street broom – Broom repair completed.

MW8 Slope Mower – Deck repaired. Back in service.

FM1 Flat Mower – Replace hose. Repair hydraulic line. Complete and back in service.

TH6 Trackhoe – Preventative maintenance completed. Back in service.

L1 Loader – Preventative maintenance completed. Back in service.

FM2 Flat Mower – Weed eater brackets installed.

Dump Trailer – Tire replaced.

G8 Box – R/R, Repair/Replace, front wheel bearings, seals, ignition. Complete and back in service.

L1 Loader – R/R AC. Complete and back in service.

FM2 Flat Mower – R/R PTO shaft clutch and hub. Complete and back in service.

FM3 Flat Mower – Repair flat tire. Complete.

L3 Loader – Ignition not working. Complete and back in service.

BH11 Backhoe – Burning more than 1 gallon of oil/day. Engine rebuild needed.

MG3 CAT Grader – R/R transmission. Grader will not go into gear. Grader towed into the shop. Shop to troubleshoot and determine extent of repairs needed. CAT service technician onsite 1/16 to troubleshoot. According to Indian Trail Fleet and CAT, transmission will likely need to be rebuilt. CAT is to provide a cost estimate. Cost may exceed graders value of \$30,000. The four CAT graders recently auctioned off for \$30k each.

# Comparison Report

Technician Name: administrator

Location: 140th Ave and Temple #175 **North Bound** Dec- Jan 2020

Report 12/30/2019 to 1/19/2020

Address: 13971 Temple Blvd, West Palm Beach, FL 33412, Loxahatchee, fl, USA, 33412

Report 1/20/2020 to 2/3/2020

Speed Limit: 40



## Summary

Day	Vehicle Count			Average Speed			Number of Speed Violations			% of Speed Violations		
	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>
Monday	208	1,132	924	29	38	9	56	407	351	28 %	38 %	10 %
Tuesday	645	1,307	662	38	38	0	195	451	256	34 %	36 %	2 %
Wednesday	655	1,307	652	38	38	0	216	432	216	37 %	37 %	0 %
Thursday	664	1,316	652	37	38	1	202	426	224	32 %	38 %	6 %
Friday	660	1,369	709	38	38	0	219	485	266	37 %	36 %	-1 %
Saturday	518	990	472	38	39	1	187	404	217	39 %	42 %	3 %
Sunday	406	852	446	39	39	0	168	370	202	42 %	43 %	1 %
Average:	537	1,182	645	37	38	1	178	425	247	36 %	39 %	3 %

## Speed Bins Statistics

Speed	Total Vehicle Count			% of Vehicle Count			Total Speed Violations			% of Speed Violations		
	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>
0 - 5	0	0	0	0 %	0 %	0 %	0	0	0	0 %	0 %	0 %
5 - 10	0	0	0	0 %	0 %	0 %	0	0	0	0 %	0 %	0 %
10 - 15	25	35	10	0 %	0 %	0 %	0	0	0	0 %	0 %	0 %
15 - 20	278	537	259	4 %	3 %	-1 %	0	0	0	0 %	0 %	0 %
20 - 25	411	905	494	5 %	5 %	0 %	0	0	0	0 %	0 %	0 %
25 - 30	450	1,072	622	6 %	6 %	0 %	0	0	0	0 %	0 %	0 %
30 - 35	1,227	2,576	1,349	16 %	15 %	-1 %	0	0	0	0 %	0 %	0 %
35 - 40	2,649	5,973	3,324	35 %	34 %	-1 %	0	0	0	0 %	0 %	0 %
40 - 45	1,720	4,218	2,498	23 %	24 %	2 %	1,720	4,218	2,498	69 %	68 %	-1 %
45 - 50	612	1,569	957	8 %	9 %	1 %	612	1,569	957	24 %	25 %	1 %
50 - 55	125	336	211	2 %	2 %	0 %	125	336	211	5 %	5 %	0 %
55 - 60	35	69	34	0 %	0 %	0 %	35	69	34	1 %	1 %	0 %
60 - 65	13	20	7	0 %	0 %	0 %	13	20	7	1 %	0 %	0 %

### Speed Bins Statistics

Speed	Total Vehicle Count			% of Vehicle Count			Total Speed Violations			% of Speed Violations		
	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>
65 - 70	3	5	2	0 %	0 %	0 %	3	5	2	0 %	0 %	0 %
70 - 75	1	2	1	0 %	0 %	0 %	1	2	1	0 %	0 %	0 %
75 - 80	0	1	1	0 %	0 %	0 %	0	1	1	0 %	0 %	0 %
80 - 85	0	1	1	0 %	0 %	0 %	0	1	1	0 %	0 %	0 %
<b>Total:</b>	<b>7,549</b>	<b>17,319</b>	<b>9,770</b>	<b>100 %</b>	<b>100 %</b>	<b>0 %</b>	<b>2,509</b>	<b>6,221</b>	<b>3,712</b>	<b>100 %</b>	<b>100 %</b>	<b>0 %</b>



# Comparison Report

Technician Name: administrator

Location: 140th Ave N and Temple #131 **South bound** Dec- Jan 2020  
 Address: 14028 Temple Blvd, Loxahatchee, FL 33470, Loxahatchee, fl, USA, 33412  
 Speed Limit: 40

Report 1/6/2020 to 1/26/2020  
 Report 1/20/2020 to 2/3/2020



## Summary

Day	Vehicle Count			Average Speed			Number of Speed Violations			% of Speed Violations		
	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>
Monday	1,048	1,374	326	38	39	1	413	532	119	40 %	41 %	1 %
Tuesday	1,529	1,584	55	38	39	1	532	581	49	38 %	41 %	3 %
Wednesday	1,423	1,520	97	39	39	0	499	536	37	41 %	38 %	-3 %
Thursday	1,327	1,580	253	38	38	0	457	564	107	37 %	38 %	1 %
Friday	1,540	1,599	59	38	38	0	517	549	32	35 %	38 %	3 %
Saturday	1,169	1,147	-22	39	39	0	498	501	3	44 %	44 %	0 %
Sunday	974	1,011	37	38	39	1	407	445	38	39 %	44 %	5 %
Average:	1,287	1,402	115	38	39	1	475	530	55	39 %	41 %	2 %

## Speed Bins Statistics

Speed	Total Vehicle Count			% of Vehicle Count			Total Speed Violations			% of Speed Violations		
	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>
0 - 5	0	0	0	0 %	0 %	0 %	0	0	0	0 %	0 %	0 %
5 - 10	0	0	0	0 %	0 %	0 %	0	0	0	0 %	0 %	0 %
10 - 15	30	22	-8	0 %	0 %	0 %	0	0	0	0 %	0 %	0 %
15 - 20	386	396	10	2 %	2 %	0 %	0	0	0	0 %	0 %	0 %
20 - 25	696	729	33	4 %	4 %	0 %	0	0	0	0 %	0 %	0 %
25 - 30	1,007	1,061	54	5 %	5 %	0 %	0	0	0	0 %	0 %	0 %
30 - 35	2,903	3,036	133	16 %	15 %	0 %	0	0	0	0 %	0 %	0 %
35 - 40	6,752	7,172	420	36 %	36 %	0 %	0	0	0	0 %	0 %	0 %
40 - 45	4,916	5,301	385	26 %	27 %	0 %	4,916	5,301	385	71 %	70 %	-1 %
45 - 50	1,559	1,738	179	8 %	9 %	0 %	1,559	1,738	179	23 %	23 %	0 %
50 - 55	328	362	34	2 %	2 %	0 %	328	362	34	5 %	5 %	0 %
55 - 60	68	91	23	0 %	0 %	0 %	68	91	23	1 %	1 %	0 %
60 - 65	14	24	10	0 %	0 %	0 %	14	24	10	0 %	0 %	0 %

### Speed Bins Statistics

Speed	Total Vehicle Count			% of Vehicle Count			Total Speed Violations			% of Speed Violations		
	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Difference</u>
65 - 70	12	8	-4	0 %	0 %	0 %	12	8	-4	0 %	0 %	0 %
70 - 75	1	1	0	0 %	0 %	0 %	1	1	0	0 %	0 %	0 %
75 - 80	0	1	1	0 %	0 %	0 %	0	1	1	0 %	0 %	0 %
<b>Total:</b>	<b>18,672</b>	<b>19,942</b>	<b>1,270</b>	<b>100 %</b>	<b>100 %</b>	<b>0 %</b>	<b>6,898</b>	<b>7,526</b>	<b>628</b>	<b>100 %</b>	<b>100 %</b>	<b>0 %</b>



# Board of Supervisors

## Agenda Item 12.6

### Monthly Report

---

**To:** Board of Supervisors  
**From:** Greg Shafer, Director of Stormwater and Aquatics  
**Date:** February 12, 2020  
**Subject:** Stormwater Operations & Aquatics – Reporting Period  
January 1 – 31, 2020

---

#### **Storm Water Management**

Water Elevations

M1 upper basin 17.30'

M1 lower basin 17.28'

M2 basin 15.90'

Corbett is 21.3

Total average rain fall for January was approx. 1 inch

#### **Pump Operations**

All stations are fully operational

Station 3 fuel tank project have been pressured washed and ready for painting

Routine maintenance of pump stations and control structures

Continue monitoring water levels daily

Continue monitoring ground water monthly

Continue monitoring Corbett levels 1 time per month and as needed

#### **Aquatic Weed Control Report**

55 acres treated in the month of January.

#### **NPDES**

Tracking trash pick-ups; performing inspections on pipes and structures, and stations in conjunction with the NPDES Permit.



# Board of Supervisors

## Agenda Item 12.7

### Monthly Report

---

**To:** Board of Supervisors  
**From:** Elizabeth Ricci, Parks and Recreation Director  
**Date:** February 12, 2020  
**Subject:** Parks Report

---

#### **Hamlin House Usage Month of January 2020**

- Temporarily suspended rentals

#### **Park Reservations for the Month of January 2020**

- Nicole Hornstein Equestrian Park - 0
- Kidscape – 8
- Downers – 1
- Hoefl – 7
- Sycamore – 1
- Temple – 0
- Citrus – 3

#### **Maintenance**

- General Park Maintenance is ongoing
- Repaired broken fence at Community Park
- Created a park audit that will go into effect in February
- Working on quotes for field lights at Community Park
- Repaired timing system at lights

#### **Upcoming Events**

- February 1, 2020-February 2, 2020 – Open Fishing Event (M1)

#### **Acreage Athletic League**

- Girls softball is underway
- Flag football is underway
- Fundraiser at Community Park



# Board of Supervisors

## Report Item 12.8

### Executive Summary

---

**To:** Board of Supervisors  
**From:** Gina Stevens  
**Date:** January 22, 2010  
**Subject:** Public Records Request Received from January- February

---

The District received zero (0) Public Records Requests since January 2020.



# Board of Supervisors

## Agenda Item 12.9

### Monthly Report

---

**To:** Board of Supervisors  
**From:** Scarlet Cantley, Administrative Secretary  
**Date:** February 12, 2020  
**Subject:** Resident Correspondence

---

The District received two (2) telephone calls thanking us for a job well done.

The District did not receive any correspondence for the month of January 2020.

## REVISED NOTICE OF ANNUAL MEETING SCHEDULE

REVISED NOTICE IS HEREBY GIVEN in satisfaction of the requirements of Chapter 189.015 (1), Florida Statutes, that the following is a list of regular meetings of the Board of Supervisors of Indian Trail Improvement District, as well as possible additional Board of Supervisors meetings that may be held between February 1, 2020 and September 30, 2020. All meetings will begin at the new time of **5:30 P.M.** and be held in the District Office located at: 13476 61<sup>st</sup> Street North, West Palm Beach, Florida 33412.

Regular Board of Supervisors meetings will be held on the following dates:

Wednesday	February 12, 2020	5:30 P.M.
Wednesday	March 18, 2020	5:30 P.M.
Wednesday	April 15, 2020	5:30 P.M.
Wednesday	May 13, 2020	5:30 P.M.
Wednesday	June 10, 2020	5:30 P.M.
Wednesday	July 15, 2020	5:30 P.M.
Wednesday	August 26, 2020	5:30 P.M.
Wednesday	September 16, 2020	5:30 P.M.

The purpose of these meetings is to transact any and all business to come before the Board of Supervisors.

If a person decides to appeal a decision of the Board of Supervisors with respect to any matter considered at the meeting herein referenced, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact the District by calling (561) 793-0874 at least 48 hours prior to the dates of the meetings.

DATED this 30<sup>th</sup> day of January, 2020.

PUBLISH: The Palm Beach Post  
February 2, 2020