INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

REGULAR MEETING BOARD OF SUPERVISORS AGENDA
WEDNESDAY, NOVEMBER 13, 2024 – 6:00 PM
ADMINISTRATIVE BUILDING
13476 61ST STREET NORTH
WEST PALM BEACH, FL 33412
HYBRID FORMAT: IN-PERSON (LIMITED SEATING)
VIA ZOOM: WWW.INDIANTRAIL.COM THEN CLICK [JOIN LIVE MEETING]

(Revised on 11/12/2024)

AGENDA

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. WELCOMING REMARKS

4.1 Presidents Welcoming Remarks
Residents are encouraged to go to the District Website www.indiantrail.com for updated Meeting information..

4.2 Supervisors' Welcoming Remarks (1 minute each)
Each Supervisor has the opportunity to take one minute to make welcoming remarks.

5. AGENDA APPROVAL

5.1 Agenda Approval - Additions, Deletions, Substitutions
If there are no changes to the Agenda, the Board is requested to approve agenda, as presented.
If there are changes to the Agenda, the Board is requested to approve agenda, as amended.

6. PRESENTATIONS

6.1 Presentation: District Grant Status by Ryan Ruskay of RMPK Funding and Scarlet Cantley

Presentation Only

6.2 PBSO Update by Lieutenant Darla Sauers
No Action Required.

6.3 Fire Rescue Update - District Chief Amanda Vomero
No Action Required.

7. REGULAR AGENDA

7.1 District Staff and Board of Supervisor's Medical Benefit Renewal Calendar Year 2025
Staff after discussion with The Gehring Group recommends the approval of the negotiated renewal rates of Cigna's Medical Health Plans, as well as the Aetna Employee Assistance Program as presented for Calendar Year 2025.

7.2 Consider: Resolution 2024-008, **A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT ADOPTING AMENDMENTS TO THE DISTRICT'S RISK MANAGEMENT POLICY ESTABLISHING STANDARD LIABILITY INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS AND PERMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**
MOTION TO APPROVE: RESOLUTION 2024-008. A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT ADOPTING AMENDMENTS TO THE DISTRICT'S RISK MANAGEMENT POLICY ESTABLISHING STANDARD LIABILITY INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS AND PERMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

7.3 Modular Traffic Cushion Installation - FY25 Phase 1 (25 Locations)
Staff recommends the Board of Supervisors approve the use of Contingency Funds of $100,000 to purchase the modular speed cushions and signs.

8. OTHER GOVERNMENTAL UPDATES

8.1 Coconut Palm Plaza
Presentation item, no action required

8.2 Day Care at Okeechobee Blvd and 162nd
Want Board thoughts on driveway

8.3 Unit 19B Northlake
None, this item is for informational purposes

9. PUBLIC INPUT (Non-Agenda Items) No Later than 7:30 PM

10. FACILITIES, PARKS & RECREATION AGENDA

10.1 Approval: Facility Use Permit for Breakthru Athletic League
Motion to approve Breakthru Athletic League's permit request to use Sycamore Park for

their Season 1 Pickleball Tournament, subject to staff and legal review.

10.2 Consider: Updates to the Facilities, Parks and Recreation Policies and Procedures.
Motion to approve the updated park hours to Citrus Gove Park, updated insurance requirements as stated in Section 14 and the addition of Exhibit "A" and Exhibit "B" to the Facilities, Parks and Recreation Policies and Procedures.

11. CONSENT AGENDA

11.1 Approval: Revised Resubmittal Special Permit SP-0437 FPL Directional Bore & Splitter Box on east side of Margo Way at 50th
It is recommended that the Board of Supervisors approve this revised Special Permit SP-0437, with conditions and attachments.

11.2 Approval: Amendment No. 1, Resilient Florida Grant No. 23FRP45 M0 Canal Structure (Project)
Motion to approve Amendment No. 1, Resilient Florida Grant No. 23FRP45 M0 Canal Structure.

12. STAFF PRESENTATIONS (No Action Required)

13. SUPERVISOR BUSINESS (Discussion Only)

14. REPORTS (File and Receive)

14.1 District Attorney Report
Receive and file attached District Attorney Report.

14.2 Monthly Engineer's Report
Receive and File

14.3 Operations and Maintenance Report
Receive and File

14.4 Parks and Recreation Report.
It is recommended the board receive and file.

14.5 Records Requests
Staff Recommends Board Members Receive and File the attached Records Request.

14.6 Resident Correspondence
There was (0) resident correspondence for the Month of September 2024.

14.7 Meeting Notice
Receive and file.

15. ADJOURNMENT

AGENDA ITEM NO. 4.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Reports
AGENDA SECTION:	**WELCOMING REMARKS**
SUBJECT:	Presidents Welcoming Remarks
BACKGROUND:	President Accomando would like to take the opportunity to thank everyone for coming. She encourages everyone to familiarize themselves with the procedures for joining meetings and submitting public comment found on the District website: www.indiantrail.com then click on [Join Live Meeting] button.
FISCAL IMPACT:	n/a
RECOMMENDATION:	Residents are encouraged to go to the District Website www.indiantrail.com for updated Meeting information..

ATTACHMENTS:

Procedures for Joining Meetings and Submitting Public Comment for Board Meetings.pdf

Procedure for Joining Meetings and Submitting Public Comments for Board Meetings

Joining a Live Meeting:

Visit the District Website www.indiantrail.com and click on the green [Join Live Meeting] button. Then follow directions and links to Live Meeting.

Meeting Agenda:

Meeting Agenda can be found on the District Website www.indiantrail.com , click on green [Video, Minutes & Agenda Packets] button then click on the Meeting Agenda with links or the Agenda Packet with all pages of backup. For Archive Meetings click gray bar [BOS Meetings].

Viewing Meeting through Facebook Live:

Meetings are no longer streamed through Facebook Live.

Submission of Public Comment Cards for Board Meetings:

Public Comments can be submitted via email: commentcard@indiantrail.com **by noon the day of Meeting**. Please indicate the **Meeting Date**, **Agenda Item Number** and if you **DO or DO NOT** wish to speak during the Board Meeting.

If an attendee wishes to address the Board **using Zoom**, click the **raise hand feature** and wait to be recognized at which point the microphone will be unmuted.

Public Comments can also be mailed to or dropped off at the District Administration Building, 13476 61st Street North, Loxahatchee, FL 33470 (during regular business hours); however, **all advance of meeting public comments must be received by the District by noon the day of meeting.**

In-Person Public Comments. If attending the Board Meeting in person, comment cards must be submitted before the regular Agenda has started.

After the Meeting Room has reached capacity (110 people total), all other public is asked to wait outside. Public can join the meeting via Zoom in the parking lot. When the name is called for Public Comment, the resident can enter the Board Room to address the Board for 3:00 minutes (or designated time). After time is up, the resident will be asked to return outside.

Upcoming Important Dates:

Please refer to Item No. 12.9 – Notice of Meeting, for a listing of future meetings.

NOTE: Please continue to check the District website: www.indiantrail.com for updates.

DISCLAIMER: All Meetings are recorded and considered public record.

10/12/2021

AGENDA ITEM NO. 4.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**WELCOMING REMARKS**
SUBJECT:	Supervisors' Welcoming Remarks (1 minute each)
BACKGROUND:	All Supervisors thank residents and guests for attending District Meetings.
FISCAL IMPACT:	None.
RECOMMENDATION:	Each Supervisor has the opportunity to take one minute to make welcoming remarks.

ATTACHMENTS:

AGENDA ITEM NO. 5.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: November 13, 2024

SUBMITTED BY: Heide Garcia

DEPARTMENT: Administration

ITEM TYPE: Discussion Item

AGENDA SECTION: **AGENDA APPROVAL**

SUBJECT: Agenda Approval - Additions, Deletions, Substitutions

BACKGROUND: At each Board Meeting, Board Members approve the Agenda after each Supervisor is given the opportunity to suggest additions, deletions and/or substitutions to the Agenda.

FISCAL IMPACT: None.

RECOMMENDATION: If there are no changes to the Agenda, the Board is requested to approve agenda, as presented.
If there are changes to the Agenda, the Board is requested to approve agenda, as amended.

ATTACHMENTS:

AGENDA ITEM NO. 6.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	Presentation: District Grant Status by Ryan Ruskay of RMPK Funding and Scarlet Cantley
BACKGROUND:	
FISCAL IMPACT:	
RECOMMENDATION:	Presentation Only

ATTACHMENTS:

AGENDA ITEM NO. 6.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	PBSO Update by Lieutenant Darla Sauers
BACKGROUND:	PBSO provides an update and addresses any concerns for the Board of Supervisors.
FISCAL IMPACT:	None for this item.
RECOMMENDATION:	No Action Required.

ATTACHMENTS:

PBSO SEMI MONTHLY REPORT 10.01.24 - 10.15.24.pdf
PBSO SEMI MONTHLY ACCIDENT REPORT 10.16-10.31.24.pdf

Indian Trail Improvement District
Semi-Monthly Accident Report: October 1-15, 2024

Traffic Stats

Signal Code	Signal Description	Total
3	Hit & Run	2
3U	Hit & Run with Unknown Injuries	0
3W	Hit & Run with Injuries	0
4	Motor Vehicle Crash	10
4D	Motor Vehicle Crash Dept. Vehicle Involved	1
4U	Motor Vehicle Crash with Unknown Injuries	1
4W	Motor Vehicle Crash with Injuries	6
5V	Vehicle Homicide	0
	Total	**20**

Data Source: CrimeView Desktop
Case Number Incidents Only

Accidents Summary

Case #	Signal	Cause of Collision	Medical Transportation
24104678	3	Failed to yield the right of way	No transport
24105422	3	Improper change of lanes	No transport
24104667	4	Vehicle operated in a careless or negligent manner during a U-turn	No transport
24104753	4	Improper change of lanes	No transport
24104849	4	Followed too closely	No transport
24105750	4	Followed too closely	No transport
24106217	4	Followed too closely	No transport
24106559	4	Pending report	Failed to yield the right of way
24107456	4	Followed too closely	No transport
24107455	4	Followed too closely	No transport
24107485	4	Ran stop sign	No transport
24107501	4	Failed to yield the right of way	No transport
24107443	4D	Failed to yield the right of way	No transport
24106750	4U	Failed to yield the right of way	No transport

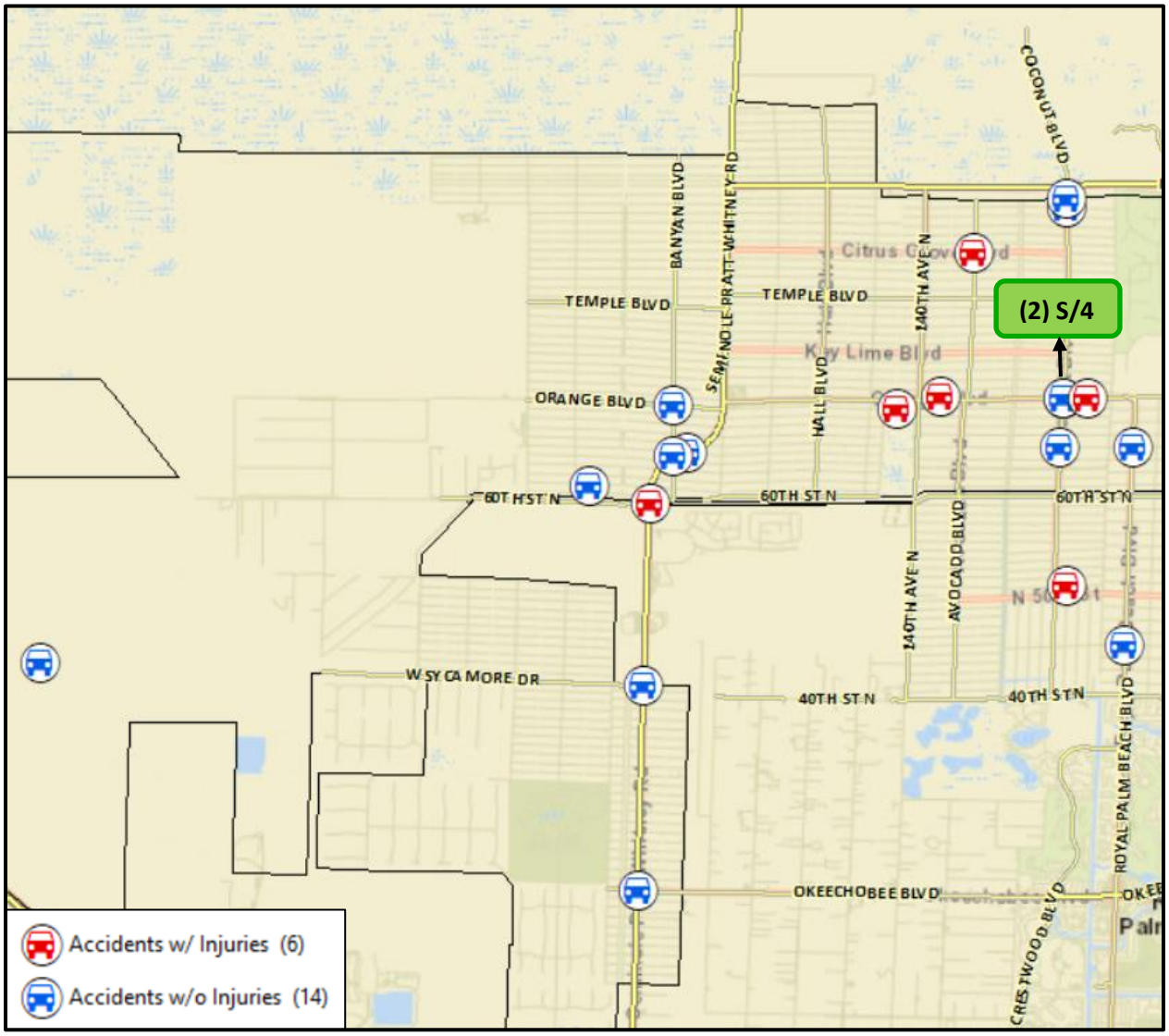
Data Source: TraCS

Accidents Summary Cont.

Case #	Signal	Cause of Collision	Medical Transportation
24104367	4W	Ran stop sign	No transport
24104503	4W	Followed too closely	One driver and (2) passengers were transported by EMS to Palms West Hospital. Second driver was transported by a friend to Westlake ER
24104763	4W	Failed to reduce speed	No transport
24106052	4W	Driver lost control of vehicle	Driver transported by EMS to St Mary's Hospital
24107003	4W	Driver lost control of the vehicle and fell into a canal	Driver transported by EMS to Palm West Hospital
24107012	4W	Failed to yield the right of way	(2) Passengers transported by EMS to Palm West Hospital

Data Source: TraCS

Traffic Summary Map



Indian Trail Improvement District
Semi-Monthly Accident Report: October 16-31, 2024

Traffic Stats

Signal Code	Signal Description	Total
3	Hit & Run	7
3U	Hit & Run with Unknown Injuries	0
3W	Hit & Run with Injuries	0
4	Motor Vehicle Crash	20
4D	Motor Vehicle Crash Dept. Vehicle Involved	1
4U	Motor Vehicle Crash with Unknown Injuries	2
4W	Motor Vehicle Crash with Injuries	6
5V	Vehicle Homicide	0
	Total	**36**

Data Source: CrimeView Desktop
Case Number Incidents Only

Accidents Summary

Case #	Signal	Cause of Collision	Medical Transportation
24107813	3	Improper backing	No transport
24107870	3	Tailgating at the community's gate while the arms were closing	No transport
24107876	3	Tailgating at the community's gate while the arms were closing	No transport
24107882	3	Tailgating at the community's gate while the arms were closing	No transport
24107887	3	Tailgating at the community's gate while the arms were closing	No transport
24111679	3	Vehicle hit in the parking spot	No transport
24112614	3	Entered lane improperly	No transport
24107804	4	Failed to yield the right of way	No transport
24108831	4	Followed too closely	No transport
24109154	4	Followed too closely	No transport
24109435	4	Followed too closely	No transport
24109814	4	Followed too closely	No transport
24110007	4	Followed too closely	No transport
24110220	4	Failed to stop	No transport
24110262	4	Failed to yield the right of way	No transport

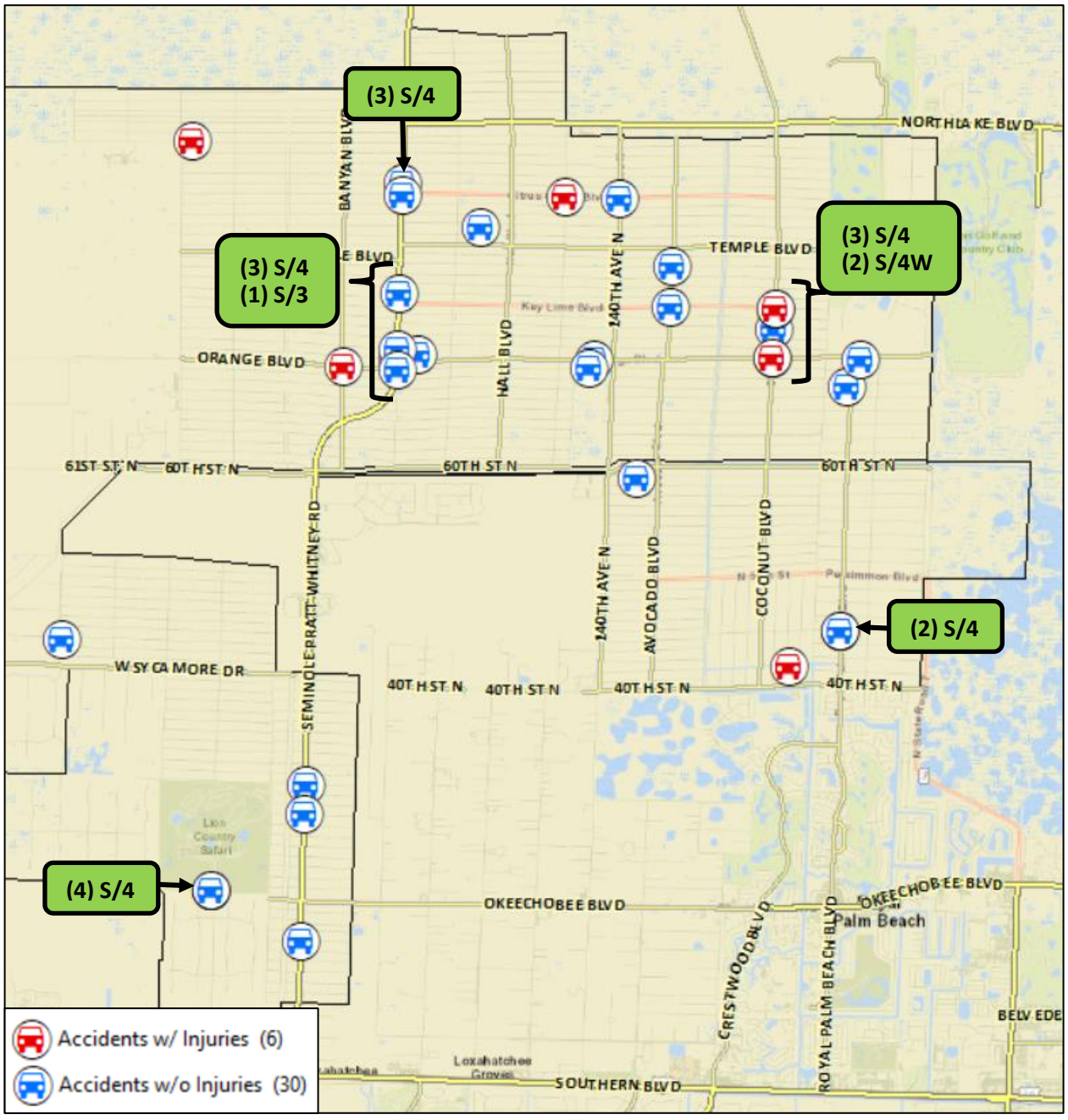
Data Source: TraCS

Accidents Summary Cont.

Case #	Signal	Cause of Collision	Medical Transportation
24110264	4	Failed to yield the right of way	No transport
24110678	4	Entered lane improperly	No transport
24110844	4	Followed too closely	No transport
24111372	4	Failed to yield the right of way	No transport
24111455	4	Followed too closely	No transport
24111553	4	Vehicle sped up and stopped abruptly in front of another vehicle, locking its brakes	No transport
24111664	4	Followed too closely	No transport
24111883	4	Failed to yield the right of way	No transport
24111929	4	Failed to yield the right of way	No transport
24112251	4	Entered lane improperly	No transport
24112558	4	Failed to yield the right of way	No transport
24112663	4	Failed to yield the right of way	No transport
24111069	4D	Vehicle vs. gate on private property	No transport
24107814	4U	Speeding. Vehicle rolled into the canal	No transport
24112454	4U	Followed too closely	No transport
24109468	4W	Vehicle veered off the roadway	No transport
24111631	4W	Failed to stop at a stop sign	No transport
24111977	4W	Entered lane improperly	D1 and a passenger were transported by EMS to Palms West Hospital, while D2 and D3 were taken to the Veteran Affairs Medical Center and Westlake ER respectively
24111992	4W	Failed to stop vehicle	Driver transported by EMS to Palms West Hospital
24112262	4W	Failed to stop at a stop sign	No transport
24112435	4W	Dirt bike oversteered on a dead road	Driver transported by EMS to St Mary's Hospital

Data Source: TraCS

Traffic Summary Map



AGENDA ITEM NO. 6.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	Fire Rescue Update - District Chief Amanda Vomero
BACKGROUND:	The Palm Beach Fire Rescue Department provides an update and addresses any concerns for the Board of Supervisors.
FISCAL IMPACT:	None.
RECOMMENDATION:	No Action Required.

ATTACHMENTS:

PBCFR Indian Trails Response Time w Pie Chart - October 2024.pdf

11/7/2024

Palm Beach County Fire Rescue

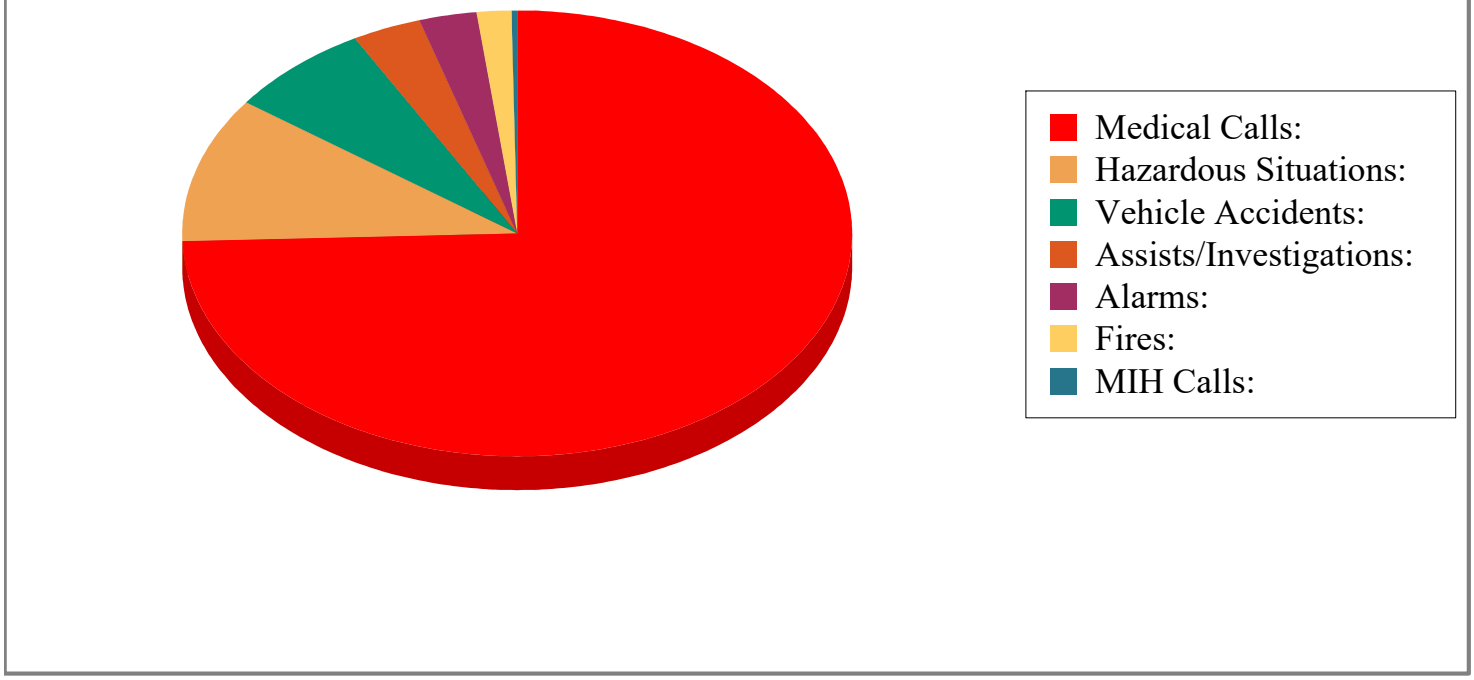
Indian Trails

10/01/2024 to 10/31/2024

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	0:00:42	0:00:45	0:07:05	0:08:33

Type - Situation Dispatched	# of Incidents	%
Medical Calls:	234	74.52%
Hazardous Situations:	33	10.51%
Vehicle Accidents:	22	7.01%
Assists/Investigations:	10	3.18%
Alarms:	9	2.87%
Fires:	5	1.59%
MIH Calls:	1	0.32%
Total	**314**	**100.00%**

Calls by Situation Dispatched



AGENDA ITEM NO. 7.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Miriam Heisser
DEPARTMENT:	Human Resources
ITEM TYPE:	Contracts/Agreements/Leases
AGENDA SECTION:	**REGULAR AGENDA**
SUBJECT:	District Staff and Board of Supervisor's Medical Benefit Renewal Calendar Year 2025
BACKGROUND:	For background information please see attached document "Employee's Health Insurance Overview"
FISCAL IMPACT:	During the Budget Process, an anticipated 10% increase in medical insurance and 5% in Employee Assistance Program was build into the corresponding Line Item, to insure sufficient funding
RECOMMENDATION:	Staff after discussion with The Gehring Group recommends the approval of the negotiated renewal rates of Cigna's Medical Health Plans, as well as the Aetna Employee Assistance Program as presented for Calendar Year 2025.

ATTACHMENTS:
2024-08-05 - ITID - GG - 2025 Executive Summary.pdf
2024-08-16 - ITID - GG - 2025 Renewal Evaluation.pdf
Employee's Health Insurance Overview.pdf

Indian Trail Improvement District
Executive Summary
Effective: January 1, 2025

		CURRENT 2024			RENEWAL 2025					
		EE	ER	Total	EE	EE $ Inc/Month	EE Per Pay	ER	ER Per Pay	Total
Medical		**Cigna - OAPIN**					**Cigna - OAPIN**			
Employee Only	*61*	$10.63	$1,113.57	$1,124.20	$11.66	**$1.03**	$5.38	$1,224.91	$565.34	$1,236.57
Employee + Spouse	*0*	$1,561.98	$1,113.57	$2,675.55	$1,718.06	**$156.08**	$792.95	$1,224.91	$565.34	$2,942.97
Employee + Child(ren)	*2*	$954.94	$1,113.57	$2,068.51	$1,050.34	**$95.40**	$484.77	$1,224.91	$565.34	$2,275.25
Employee + Family	*0*	$2,393.90	$1,113.57	$3,507.47	$2,633.13	**$239.23**	$1,215.29	$1,224.91	$565.34	$3,858.04
ANNUAL PREMIUM	***63***	**$30,700**	**$841,859**	**$872,559**	**$33,743**			**$926,032**		**$959,775**
Medical		**Cigna - HDHP ($1,600/$4,500) - Local Plus**					**Cigna - HDHP - ($1,650/$4,500) - Local Plus**			
Employee Only	*4*	$0.00	$743.24	$743.24	$0.00	**$0.00**	$0.00	$817.54	$377.33	$817.54
Employee + Spouse	*0*	$664.85	$1,113.57	$1,778.42	$731.29	**$66.44**	$337.52	$1,224.91	$565.34	$1,956.20
Employee + Child(ren)	*2*	$259.75	$1,113.57	$1,373.32	$285.69	**$25.94**	$131.86	$1,224.91	$565.34	$1,510.60
Employee + Family	*0*	$1,219.97	$1,113.57	$2,333.54	$1,341.90	**$121.93**	$619.34	$1,224.91	$565.34	$2,566.81
ANNUAL PREMIUM	***6***	**$6,234**	**$62,401**	**$68,635**	**$6,857**			**$68,640**		**$75,496**
Medical		**HSA Funding (Including Admin Fee)**					**HSA Funding (Including Admin Fee)**			
Employee Only	*4*	$0.00	$1,200.00	$1,200.00	$0.00	**$0.00**		$1,200.00		$1,200.00
Employee + Spouse	*0*	$0.00	$3,375.00	$3,375.00	$0.00	**$0.00**		$3,375.00		$3,375.00
Employee + Child(ren)	*2*	$0.00	$3,375.00	$3,375.00	$0.00	**$0.00**		$3,375.00		$3,375.00
Employee + Family	*0*	$0.00	$3,375.00	$3,375.00	$0.00	**$0.00**		$3,375.00		$3,375.00
ANNUAL PREMIUM	***6***	**$0**	**$11,885**	**$11,885**	**$0**			**$11,885**		**$11,885**
Medical		**Cigna - OAP**					**Cigna - OAP**			
Employee Only	*10*	$0.00	$1,113.57	$1,113.57	$0.00	**$0.00**	$0.00	$1,224.91	$565.34	$1,224.91
Employee + Spouse	*0*	$1,536.60	$1,113.57	$2,650.17	$1,690.22	**$153.62**	$780.10	$1,224.91	$565.34	$2,915.13
Employee + Child(ren)	*0*	$935.30	$1,113.57	$2,048.87	$1,028.80	**$93.50**	$474.83	$1,224.91	$565.34	$2,253.71
Employee + Family	*0*	$2,360.60	$1,113.57	$3,474.17	$2,596.60	**$236.00**	$1,198.43	$1,224.91	$565.34	$3,821.51
ANNUAL PREMIUM	***10***	**$0**	**$133,628**	**$133,628**	**$0**			**$146,989**		**$146,989**
Dental		**Principal**					**Principal**			
Employee Only	*60*	$0.00	$40.16	$40.16	$0.00	**$0.00**	$0.00	$40.16	$18.54	$40.16
Employee + Spouse	*8*	$41.35	$40.16	$81.51	$41.35	**$0.00**	$19.08	$40.16	$18.54	$81.51
Employee + Child(ren)	*4*	$41.77	$40.16	$81.93	$41.77	**$0.00**	$19.28	$40.16	$18.54	$81.93
Employee + Family	*5*	$88.64	$40.16	$128.80	$88.64	**$0.00**	$40.91	$40.16	$18.54	$128.80
ANNUAL PREMIUM	***77***	**$11,293**	**$37,108**	**$48,401**	**$11,293**			**$37,108**		**$48,401**
Vision		**Principal**					**Principal**			
Employee Only	*58*	$0.00	$5.44	$5.44	$0.00	**$0.00**	$0.00	$5.44	$2.51	$5.44
Employee + Spouse	*8*	$4.36	$5.44	$9.80	$4.36	**$0.00**	$2.01	$5.44	$2.51	$9.80
Employee + Child(ren)	*4*	$4.91	$5.44	$10.35	$4.91	**$0.00**	$2.27	$5.44	$2.51	$10.35
Employee + Family	*6*	$10.91	$5.44	$16.35	$10.91	**$0.00**	$5.04	$5.44	$2.51	$16.35
ANNUAL PREMIUM	***76***	**$1,440**	**$4,961**	**$6,401**	**$1,440**			**$4,961**		**$6,401**
Basic Life and AD&D		**Principal**					**Principal**			
Estimated Volume		N/A	$8,745,700	$8,745,700	N/A			$8,745,700		$8,745,700
Total Life/AD&D Rate		$0.000	$0.248	$0.248	$0.000	**N/A**		$0.248		$0.248
ANNUAL PREMIUM		**$0**	**$26,027**	**$26,027**	**$0**			**$26,027**		**$26,027**
Employee Assistance Program		**Aetna**					**Aetna**			
Admin Fee Per Employee Per Month	*81*	$0.00	$1.30	$1.30	$0.00	**N/A**		$1.36		$1.36
ANNUAL PREMIUM		**$0**	**$1,264**	**$1,264**	**$0**			**$1,322**		**$1,322**
COMBINED ANNUAL PREMIUM		**$49,666**	**$1,119,133**	**$1,168,800**	**$53,333**			**$1,222,964**		**$1,276,297**
$ INCREASE/(DECREASE)		**N/A**	**N/A**	**N/A**	**$3,666**			**$103,831**		**$107,497**
% INCREASE/(DECREASE)		**N/A**	**N/A**	**N/A**	**7.4%**			**9.3%**		**9.2%**

Indian Trail Improvement District
Medical Renewal Evaluation
Effective Date: January 1, 2025

Schedule of Benefits	CURRENT				NEGOTIATED RENEWAL*			
	Cigna				Cigna			
	OAPIN	HDHP	OAP		OAPIN	HDHP	OAP	
	In Network Only	In Network Only	In Network	Non Network	In Network Only	In Network Only	In Network	Non Network
Network(s) Utilized	**OAPIN**	**Local Plus**	**OAP**		**OAPIN**	**Local Plus**	**OAP**	
Calendar Year Deductible (CYD)								
Individual	$0	$1,600	$500	$1,500	$0	$1,650	$500	$1,500
Family	$0	$4,500	$1,500	$4,500	$0	$4,500	$1,500	$4,500
Out-of-Pocket Maximum								
Individual	$2,500	$4,500	$2,000	$4,000	$2,500	$4,500	$2,000	$4,000
Family	$7,500	$8,150/$9,000	$4,000	$8,000	$7,500	$8,150/$9,000	$4,000	$8,000
Member Coinsurance	0%	20%	10%	50%	0%	20%	10%	50%
Non Hospital Services								
Physician Office Visit	$10	CYD + 20%	$20	CYD + 50%	$10	CYD + 20%	$20	CYD + 50%
Specialist Office Visit	$10	CYD + 20%	$35	CYD + 50%	$10	CYD + 20%	$35	CYD + 50%
Preventive Care	No Charge	No Charge	No Charge	CYD + 50%	No Charge	No Charge	No Charge	CYD + 50%
Independent Clinical Lab	No Charge	CYD + 20%	No Charge	CYD + 50%	No Charge	CYD + 20%	No Charge	CYD + 50%
Advanced Imaging	$50	CYD + 20%	$150	CYD + 50%	$50	CYD + 20%	$150	CYD + 50%
Urgent Care Visit	$10	CYD + 20%	$40	CYD + 50%	$10	CYD + 20%	$40	CYD + 50%
Hospital Services								
Inpatient	$250	CYD + 20%	$600 PDD	CYD + 50%	$250	CYD + 20%	$600 PDD	CYD + 50%
Outpatient	$150	CYD + 20%	250 PAD	CYD + 50%	$150	CYD + 20%	250 PAD	CYD + 50%
Emergency Room Visit	$100	CYD + 20%	$150	$150	$100	CYD + 20%	$150	$150
Physician Services at Hospital	No Charge	CYD + 20%	CYD + 10%	CYD + 50%	No Charge	CYD + 20%	CYD + 10%	CYD + 50%
Mental Health & Substance Abuse								
Inpatient	No Charge	CYD + 20%	No Charge	50%	No Charge	CYD + 20%	No Charge	50%
Outpatient (OV/Other)	$10 / No Charge	CYD + 20%	No Charge	CYD + 50%	$10 / No Charge	CYD + 20%	No Charge	CYD + 50%
Prescription Drugs								
Generic	$10	CYD + $10	$10	50%	$10	CYD + $10	$10	50%
Preferred Brand Name	$60	CYD + $60	$30		$60	CYD + $60	$30	
Non-Preferred Brand Name	$100	CYD + $100	$50		$100	CYD + $100	$50	
Mail Order (90 day supply)	3x	3x	3x		3x	3x	3x	
Monthly Rates: **OAPIN** **HDHP** **OAP**								
Employee Only 61 4 10	$1,124.20	$743.24	$1,113.57		$1,236.57	$817.54	$1,224.91	
Employee + Spouse 0 0 0	$2,675.55	$1,778.42	$2,650.17		$2,942.97	$1,956.20	$2,915.13	
Employee + Child(ren) 2 2 0	$2,068.51	$1,373.32	$2,048.87		$2,275.25	$1,510.60	$2,253.71	
Employee + Family 0 0 0	$3,507.47	$2,333.54	$3,474.17		$3,858.04	$2,566.81	$3,821.51	
Monthly Premium **63** **6** **10**	**$72,713**	**$5,720**	**$11,136**		**$79,981**	**$6,291**	**$12,249**	
Annual Premium **79**	**$872,559**	**$68,635**	**$133,628**		**$959,775**	**$75,496**	**$146,989**	
$ Increase / (Decrease)	**N/A**	**N/A**	**N/A**		**$87,217**	**$6,861**	**$13,361**	
% Increase / (Decrease)	**N/A**	**N/A**	**N/A**		**10.0%**	**10.0%**	**10.0%**	

Combined Monthly Premium	**$89,569**	**$98,522**
Combined Annual Premium	**$1,074,822**	**$1,182,261**
$ Increase / (Decrease)	**N/A**	**$107,439**
% Increase / (Decrease)	**N/A**	**10.0%**
	$5,000 wellness fund.	***$5,000 wellness fund. *No Bid Offer.***

Indian Trail Improvement District
Dental Renewal Evaluation
Effective Date: January 1, 2025

		CURRENT		RENEWAL	
SCHEDULE OF BENEFITS		**Principal**		**Principal**	
Plan Basics		***In Network***	***Non Network***	***In Network***	***Non Network***
Calendar Year Maximum		$2,000		$2,000	
Orthodontia Lifetime Max		$1,000		$1,000	
Deductibles					
Single		$50	$50	$50	$50
Family		$150	$150	$150	$150
Deductible Waived for Preventive Svcs		Yes	Yes	Yes	Yes
Benefits					
Preventative		100%	100%	100%	100%
Basic		100%	100%	100%	100%
Major		60%	60%	60%	60%
Orthodontia (Child Only)		50%	50%	50%	50%
Rollover Benefit		$500 Each Year Participant has Received at Least One Procedure Performed During the Calendar Year and Uses 50% or Less of the Annual Maximum		$500 Each Year Participant has Received at Least One Procedure Performed During the Calendar Year and Uses 50% or Less of the Annual Maximum	
Maximum Rollover		$2,000		$2,000	
Rate Guarantee		**Year 1 of 2 Expires 12/31/2025**		**Year 2 of 2 Expires 12/31/2025**	
Employee	60	$40.16		$40.16	
Employee + Spouse	8	$81.51		$81.51	
Employee + Child(ren)	4	$81.93		$81.93	
Family	5	$128.80		$128.80	
Monthly Premium	**77**	**$4,033**		**$4,033**	
Annual Premium		**$48,401**		**$48,401**	
$ Increase/(Decrease)		**N/A**		**$0**	
% Increase/(Decrease)		**N/A**		**0.0%**	

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Indian Trail Improvement District
Vision Renewal Evaluation
Effective Date: January 1, 2025

		CURRENT		RENEWAL	
SCHEDULE OF BENEFITS		**Principal**		**Principal**	
		In Network	***Non Network***	***In Network***	***Non Network***
Exam Copay		$10		$10	
Materials Copay		$25		$25	
Frequency					
Exam Copay		12 months		12 months	
Lenses		12 months		12 months	
Frames		24 months		24 months	
Benefits Payable		***Copay***	***Reimbursement***	***Copay***	***Reimbursement***
Eye Exam		$10	Up to $45	$10	Up to $45
Single Lenses		$25	Up to $30	$25	Up to $30
Bifocal Lenses		$25	Up to $50	$25	Up to $50
Trifocal Lenses		$25	Up to $65	$25	Up to $65
Lenticular Lenses		$25	Up to $100	$25	Up to $100
Lenses and Frames		***Allowance***	***Reimbursement***	***Allowance***	***Reimbursement***
Contact Lenses (Elective)		$150	Up to $105	$150	Up to $105
Contact Lenses (Medically Necessary)		Paid in Full after Copay	Up to $210	Paid in Full after Copay	Up to $210
Frames		$150 Allowance After $25; 20% Discount Over $150	Up to $70	$150 Allowance After $25; 20% Discount Over $150	Up to $70
Rate Guarantee		**Year 1 of 2 Expires 12/31/2025**		**Year 2 of 2 Expires 12/31/2025**	
Employee	58	$5.44		$5.44	
Employee + Spouse	8	$9.80		$9.80	
Employee + Child(ren)	4	$10.35		$10.35	
Family	6	$16.35		$16.35	
Monthly Premium	**76**	**$533**		**$533**	
Annual Premium		**$6,401**		**$6,401**	
$ Increase/(Decrease)		**N/A**		**$0**	
% Increase/(Decrease)		**N/A**		**0.0%**	

Indian Trail Improvement District
Basic Life Renewal Evaluation
Effective Date: January 1, 2025

	CURRENT	RENEWAL
Basic Life	**Principal**	**Principal**
Class Description		
Class 1: Full-Time Board Members, Working 30 or More Hours per Week, Benefit	$50,000	$50,000
Class 2: All Other Eligible Full-Time Employees, Working 30 or More Hours per Week, Benefit	2x Annual Salary to $200,000 Maximum, Rounded to the Next Higher $1,000	2x Annual Salary to $200,000 Maximum, Rounded to the Next Higher $1,000
Features		
Guaranteed Issue: Class 1	Under 70: $50,000 70+: Lesser of $50,000 or the Amount with Prior Carrier	Under 70: $50,000 70+: Lesser of $50,000 or the Amount with Prior Carrier
Guaranteed Issue: Class 2	Under 70: $200,000 70+: Lesser of $200,000 or the Amount with Prior Carrier	Under 70: $200,000 70+: Lesser of $200,000 or the Amount with Prior Carrier
Accelerated Benefit	75% up to Plan Maximum	75% up to Plan Maximum
Waiver of Premium	Included	Included
Age Reduction Schedule (Reduces by)	35% at Age 65 50% at Age 70	35% at Age 65 50% at Age 70
Conversion	Included	Included
Rate Guarantee	**Year 1 of 2 Expires 12/31/2025**	**Year 2 of 2 Expires 12/31/2025**
Basic Life Rate / $1,000	$0.227	$0.227
AD&D Rate / $1,000	$0.021	$0.021
Total Life and AD&D Rate	**$0.248**	**$0.248**
Estimated Volume	$8,745,700	$8,745,700
Total Monthly Premium	**$2,169**	**$2,169**
Total Annual Premium	**$26,027**	**$26,027**
$ Increase/(Decrease)	**N/A**	**$0**
% Increase/(Decrease)	**N/A**	**0.0%**

Indian Trail Improvement District
Supplemental Life and AD&D Renewal Evaluation
Effective Date: January 1, 2025

	CURRENT	RENEWAL
Supplemental Life	**Principal**	**Principal**
Core Benefit		
Employees	In Increments of $10,000 Not to Exceed $300,000	In Increments of $10,000 Not to Exceed $300,000
Guarantee Issue	Under 70: $100,000 70+: $10,000	Under 70: $100,000 70+: $10,000
Spouses	In Increments of $5,000 Not to Exceed $100,000 or 100% of EE Benefit	In Increments of $5,000 Not to Exceed $100,000 or 100% of EE Benefit
Guarantee Issue	Under 70: $30,000 70+: $10,000	Under 70: $30,000 70+: $10,000
Child(ren)	Under 14 Days: $1,000 14 Days & Above: $5,000 or $10,000	Under 14 Days: $1,000 14 Days & Above: $5,000 or $10,000
Guarantee Issue	Benefit Amount	Benefit Amount
True OE	No	No
Annual Open Enrollment	Yes, 2 increments without EOI, not applicable for those members who were previously denied.	Yes, 2 increments without EOI, not applicable for those members who were previously denied.
Rate Guarantee Period	**Year 1 of 2** **Expires 12/31/2025**	**Year 2 of 2** **Expires 12/31/2025**
Age Bands	***Life and AD&D Rate/$1,000***	***Life and AD&D Rate/$1,000***
Age 0 - 29	$0.090	$0.090
Age 30 - 34	$0.096	$0.096
Age 35 - 39	$0.134	$0.134
Age 40 - 44	$0.204	$0.204
Age 45 - 49	$0.303	$0.303
Age 50 - 54	$0.480	$0.480
Age 55 - 59	$0.742	$0.742
Age 60 - 64	$1.022	$1.022
Age 65 - 69	$1.869	$1.869
Age 70 & Over	$3.037	$3.037
Child $5,000/$10,000	$1.00/$2.00	$1.00/$2.00

23 crease/(Decrease)	**N/A**	**0.0%**

Indian Trail Improvement District
Employee Assistance Program Renewal Evaluation
Effective Date: January 1, 2025

		CURRENT	RENEWAL
Employee Assistance		**Aetna Resources for Living**	**Aetna Resources for Living**
Core Benefits			
Number of Sessions per Member per Issue		3 Sessions, per Issue, per Year	3 Sessions, per Issue, per Year
Job Performance / Management Referrals		Included	Included
Locations		All 50 States	All 50 States
Manager & Supervisor Training		Unlimited Telephonic Consultation	Unlimited Telephonic Consultation
Frequency of Comprehensive Reporting		Annual	Annual
Initial Orientation		$250 plus travel costs ($50 of each additional 25 employees after the first 25)	$250 plus travel costs ($50 of each additional 25 employees after the first 25)
Identity Theft Resources		Included	Included
Critical Incident Debriefing		Included at 10 hours per incident	Included at 10 hours per incident
Financial Services		Included at 1 session per issue, unlimited issues	Included at 1 session per issue, unlimited issues
Legal Services		Included at 1 session per issue, unlimited issues: 30-minute face-to-face consultation; 25% discount on services beyond the initial consultation	Included at 1 session per issue, unlimited issues: 30-minute face-to-face consultation; 25% discount on services beyond the initial consultation
Rate Guarantee		**Year 3 of 3 Expires 12/31/2024**	**Year 1 of 1 Expires 12/31/2025***
Per Employee Per Month Rate	81	$1.30	$1.36
Monthly Premium		**$105**	**$110**
Annual Premium		**$1,264**	**$1,322**
$ Increase/(Decrease)		**N/A**	**$58**
% Increase/(Decrease)		**N/A**	**4.6%**

**Year 2 rate $1.42 PEPM, Year 3 rate $1.48 PEPM.*

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Employee's Health Insurance Overview

Renewal Discussions of the District Employee's Health Insurance for Calendar Year 2025 excluded Dental, Vision, Life Insurance and Accidental Dismemberment and Death due to previous year rate guarantee. The negotiated rates came in at a 10% increase, which is accounted for within the budget for FY25, and includes a $5,000 wellness Bonus. Below is a summary from the detailed presentation. Mark Rodriguez from the Gehring Group will be presenting the Agenda Item in detail.

- Principal's rates did not experience any changes, which are Dental, Vision, Basic Life, and AD&D, due to Rate guarantee until 12/31/2025
- Employee Assistance Program (EAP), provided by Aetna renewed with a slight increase of 4.6%, which equates to a $58 annual increase. The annual premium increases from $1,264 to $1,322. The Program is extremely valuable and has proven to be useful in employee coaching and training scenarios as well as helping District staff navigate different life situations.
- Cigna's Medical Monthly Premium Changes:

	OAPIN		
	current	renewed	increase
Employee Only	$1,124.20	$1,236.57	$ 112.37
Employee + Spouse	$2,675.55	$2,942.97	$ 267.42
Employee + Child(ren)	$2,068.51	$2,275.25	$ 206.74
Family	$3,507.47	$3,858.14	$ 350.67
	HDHP		
Employee Only	$ 743.24	$ 817.54	$ 74.30
Employee + Spouse	$1,778.42	$1,956.20	$ 177.78
Employee + Child(ren)	$1,373.32	$1,510.60	$ 137.28
Family	$2,333.54	$2,566.81	$ 233.27
	OAP		
Employee Only	$1,113.57	$1,224.91	$ 111.34
Employee + Spouse	$2,650.17	$2,915.13	$ 264.96
Employee + Child(ren)	$2,048.87	$2,253.71	$ 204.84
Family	$3,474.17	$3,821.51	$ 347.34

Note: The OAP increase still shows the lower premium and is used as the base to calculate District funding. With the current enrollment numbers these increases would translate to sixty-one (61) employees experiencing a bi-weekly payroll deduction increase of $0.47 (from $4.91 to $5.38) if continue to stay on the OAPIN Employee only plan.

- The Individual Calendar Year deductible on the HDHP plan increased from $1,600 to $1,650. This translates to a funding increase for the District, if the Board chooses to continue to fund 75% of the Calendar Year Deductible of the HDHP plan. Currently the District funds $1,200 toward the Single Calendar Year Deductible and $3,375 toward the Family calendar year Deductible. The new funding would be:
    - Single: $ 1,237.50
    - Family: $ 3,375.0 0

- Note: current enrollment numbers four (4) employees are enrolled in the HDHP Employee only, which would translate to an increase of $150.00 to the current District funding.
- Changes to bi-weekly payroll deductions for District Staff:

	OAPIN		
	current	renewed	increase
Employee Only	4.91	$ 5.38	$ 0.47
Employee + Spouse	720.91	$ 792.95	$ 72.04
Employee + Child(ren)	440.74	$ 484.77	$ 44.03
Family	1104.88	$ 1,215.34	$ 110.46
	HDHP		
Employee Only	0	0	$ -
Employee + Spouse	306.85	$ 337.52	$ 30.67
Employee + Child(ren)	119.88	$ 131.86	$ 11.98
Family	563.06	$ 619.34	$ 56.28
	OAP		
Employee Only	0	0	$ -
Employee + Spouse	709.2	$ 780.10	$ 70.90
Employee + Child(ren)	431.68	$ 474.83	$ 43.15
Family	1089.51	$ 1,198.43	$ 108.92

AGENDA ITEM NO. 7.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Frank Palen
DEPARTMENT:	Administration
ITEM TYPE:	Policies
AGENDA SECTION:	**REGULAR AGENDA**
SUBJECT:	Consider: Resolution 2024-008, **A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT ADOPTING AMENDMENTS TO THE DISTRICT'S RISK MANAGEMENT POLICY ESTABLISHING STANDARD LIABILITY INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS AND PERMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

BACKGROUND:

At the Board's Workshop Meeting on July 15, 2024, it was re-emphasized that the District's Risk Management and Purchasing Policies require contractors and permittees providing services to the District (including construction services) or operating on District property to provide proof of adequate insurance protection. Minimum insurance is imposed in several circumstances, including in all formal solicitations for contractual services, in written contracts and as a permit condition. The range and levels of minimum coverage have not been reviewed or substantially changed in many years. The District's Insurance agent, EGIS, was asked to review our current requirements and to suggest changes to better protect the District. The proposed revisions in minimum coverage, attached, reflect EGIS' suggestions.

The District has two standard statements of minimum insurance requirements – one for construction services and another for all other "general" service agreements and permits for work on District property. The "construction" standards are based on standard contract forms suggested by the Engineers Joint Contract Documents Committee (EJCDC). The "general" standards are based on a form that was developed a number of years ago and has been used consistently in all District service contracts and permits.

Both proposed revised statements of minimum insurance requirements are attached, in "clean" and "redline" format to better visualize the proposed changes. The language differs in some ways between the two alternatives because of the special requirements of construction contracts, but basic liability coverage is intended to be the same.

The standards reflect baseline risk management procedures applicable to any purchase of services by a governmental body. They are minimum standards. The levels and range of coverage can be adjusted or adapted as necessary by the solicitation or the purchase contract to fit different risk situations.

FISCAL IMPACT:

None to the District

RECOMMENDATION:

MOTION TO APPROVE: RESOLUTION 2024-008. A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT ADOPTING AMENDMENTS TO THE DISTRICT'S RISK MANAGEMENT POLICY ESTABLISHING STANDARD LIABILITY INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS AND PERMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

ATTACHMENTS:

24-0701 EJCDC 2007 C800 SC-5.04 Insurance UPDATED REDLINE.pdf

24-0702 ITID Minimum Insurance Requirements -- Standard REVISED redline.pdf
24-1106 ITID Res No 2024-008 re Risk Mngt_Adopt Min Insurance Rqmts.pdf

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

****

SC-5.04 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 5.04.B of the General Conditions:

C. 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 and Regulations. These policy limits and range of coverage may be adjusted depending on the scope and complexity of the project, in consultation with the District's insurance agent:

(1) **Workers' Compensation**, and related coverage under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

(a)	Statutory Limits and	$ 300,000	Each Accident
		$1,000,000	Disease-Policy Limit
(b)	Employers Liability	$1,000,000	Disease-Each Employee

~~(a) Coverage A. Statutory Benefits~~
~~(b) 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)~~

(c) Coverage must include a waiver of subrogation endorsement in favor of, and naming, Indian Trail Improvement District and the Engineer.

(2) **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:

(a) General Aggregate $~~1~~2,000,000

(b) Products – Completed Operations Aggregate
$2,000,000~~N/A~~

(c) Personal and Advertising Injury
$1,000,000~~N/A~~

(d) Each Occurrence
(Bodily Injury and Property Damage) $~~1~~3,000,000

(e) Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

(f) Excess or Umbrella Liability
General Aggregate $3~~1~~,000,000
Each Occurrence $3~~1~~,000,000

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

(3) **Automobile Liability** under Paragraph 5.04.A.6 of the General Conditions:

Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

Per Occurrence $1,000,000

~~(a) Bodily Injury:~~
~~Each person $ 500,000~~
~~Each Accident $1,000,000~~

~~(b) Property Damage:~~
~~Each Accident $ 500,000~~

~~[or]~~

~~(a). Combined Single Limit of $1,000,000~~
~~Annual occurrence $1,000,000~~

(4) **The Contractual Liability coverage** required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(a) Bodily Injury Limit:

Each Occurrence	$1,000,000
Annual Aggregate	$2~~1~~,000,000

(b) Property Damage Limit:

Each Occurrence	$1,000,000
Annual Aggregate	$2~~1~~,000,000

[or]

(c~~a~~) Combined Single Limit of Bodily Injury and Property Damage:

Each Occurrence	$1,000,000
Annual Aggregate	$2~~1~~,000,000

(d~~e~~) ~~The~~ Contractual Liability shall include Commercial General Liability.

(5) **Additional types and amounts of insurance** required by Owner.

(a) **Professional Liability (Errors & Omissions) Insurance (if applicable)**

[1] $1,000,000 Per Claim
[2] $2,000,000 Annual Aggregate
[3] $25,000 Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

(b) **Contractor's Pollution Liability (CPL) Coverage**.

Requirement to be determined on a project basis, in consultation with District insurance agent.

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

StormwaterJ Engineering, Inc. District Engineer

[List Others Here by name]

(7) **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 the Engineer (unless terminated for non-payment in which event ten [10] days notice is required).

(8) **Insurance Certificates/Policy Endorsements**:

Indian Trail Improvement District shall be listed as an Additional Insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (ACORDN Form 25) reflecting same shall be delivered to Indian Trail Improvement District, which Certificate of Insurance shall be updated on a continuing basis throughout the Term of this Agreement if changes occur.

(9) **The policy must include**:

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

(b) Products and Completed Operations coverage. Subcontractor 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 the Engineer."

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

(g) [Not applicable]

(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.

(10) **Property Insurance**:

Contractor shall maintain "Special Form" property insurance (commonly referred to as "builder's ~~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." This coverage shall be in effect prior to commencement of work on the Project.

(11) **Other Requirements**:

(a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellations or non-renewal, and ten- (10) days notice of cancellation for non-payment of premium.

(b) All policies must be written by insurance companies whose rating in the most recent A. M. Best's Rating Guide, is not less than A:VII or better. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full-certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefore.

(c) Certificates of Insurance (ACORD Form 25) and required Policy Endorsements evidencing the minimum required coverage shall be delivered to Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Contractor or Subcontractor performed on behalf of Contractor shall be covered by such insurance. A separate endorsement requiring 30-day notice of cancellation will be provided.

(d) Contractor reserves the right but shall have no obligation, to procure the insurance or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agree and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverage. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

(e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds.

(f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create interest to be Additional Insureds.

(g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

(h) Nothing in this Special Condition shall reduce Subcontractor's obligations as set forth in the Indemnity provisions of the Contract.

(i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

(12) **Waiver of Subrogation**.

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

Subcontractors shall ~~hereby~~ waive~~s~~ all rights of recovery against Contractor and the Indemnit~~e~~ies, their partners, offices, directors, agents, representatives, employees, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

(13) .**Notices**: All certificates of Insurance and required endorsements must be addressed and forwarded to:

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

and

StormwaterJ Engineering, Inc.
Attn: Jay. G. Foy, P.E., President
1855 Indian Road, Suite 202
West Palm Beach, FL 33409
Phone: 561-242-0028

Fax: 561-242-0109

(14) Provision 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 "___"
INDIAN TRAIL IMPROVEMENT DISTRICT
MINIMUM INSURANCE REQUIREMENTS

Unless otherwise provided in the Agreement, following is the MINIMUM acceptable insurance to be carried by a District Contractor:

I. **Commercial General Liability:**

(A) Bodily Injury Limit:

$1,000,000	Each Occurrence
$2~~1~~,000,000	Annual Aggregate

Property Damage Limit:

$1,000,000	Each Occurrence
$2~~1~~,000,000	Annual Aggregate

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage :

$1,000,000	Each Occurrence
$2~~1~~,000,000	Annual Aggregate

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage).Claims-made or modified occurrence policies are unacceptable.

II. **Automobile Liability ~~(Any Auto)~~ Required insurance** shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

$1,000,000 ~~500,000~~ Per Occurrence ~~ITID Additional Insured~~

III. Workers Compensation

Statutory Limits and	$~~-~~ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
Employers Liability	$-1,000,000 ~~300,000~~	Disease-Each Employee

IV. **Umbrella Excess Liability Insurance**:

(A) $3,000,000 Each Occurrence
$3,000,000 Annual Aggregate

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

(C) If Scope of Work provides, Contractor may use umbrella or excess liability to satisfy minimum coverage for General Lability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation**:

The insurance afforded above may not be terminated, ~~or~~ reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, ~~or~~ reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days notice is required). New Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

(A) $1,000,000 ~~per~~Per ~~e~~Claim
(B) $2,000,000 Annual Aggregate

(C~~B~~) $25,000 ~~m~~Maximum ~~d~~Deductible ~~p~~Per ~~e~~Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate ~~:~~(COI):**

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a ~~e~~Certificate of ~~i~~Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The~~, which~~ C~~e~~ertificate of ~~i~~Insurance shall be maintained on a continuing basis throughout the Term of th~~e~~~~is~~ Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX~~VIII~~. **Policy Endorsement**:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor'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, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributary basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

~~I~~X. **Acceptable Insurers**

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

XI. **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) 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 Work Authorization

(B) Sexual Misconduct/Molestation Liability Coverage

(1) $1,000,000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) Liquor Liability Coverage

. (1) $1,000.000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor that distributes, sells or serves alcoholic beverages or

if their activities require a liquor license.

(D) Cyber Liability Coverage.

(1) $1,000,000 Per Claim

To be maintained during the duration of the Agreement and three (3) years thereafter.

Required of any Contractor that will use, store, or access private, confidential, protected or other District information, including but not limited to Contractors who manage District dedicated servers, cloud hosting services; software/hardware maintenance; programming; and IT services.

XII. **Sub-Contractors.**

Unless otherwise provide in the Agreement, Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements.

RESOLUTION NO. 2024-009

A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT ADOPTING AMENDMENTS TO THE DISTRICT'S RISK MANAGEMENT POLICY ESTABLISHING STANDARD LIABILITY INSURANCE REQUIREMENTS FOR CERTAIN CONTRACTS AND PERMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

RECITALS:

WHEREAS, Indian Trail Improvement District (the "District") is authorized to adopt resolutions and policies to implement the purposes of Chapter 2002-330, Laws of Florida (as amended), Chapter 298, Florida Statutes, and other applicable Florida laws (collectively, the District's "Authorizing Legislation"), which purposes include, but are not limited to, requiring contractors, service providers and permittees to provide casualty and liability insurance sufficient to limit risk of loss to District property, personnel or to the public from unforeseen circumstances; and

WHEREAS, the District is further authorized by Section 3, Section 5(1) of Chapter 2002-330, Laws of Florida (as amended), and Section 298.22, Florida Statutes, to require contractors, service providers and permittees to provide a sufficient amount of casualty and liability insurance as a condition of the District's purchase of contractual services or as a condition of issuance of a permit; and

WHEREAS, the District's liability insurance requirements have been reviewed by the District's insurance agent for accuracy and sufficiency; and

WHEREAS, the Board of Supervisors intends by this Resolution to adopt a Policy revising the District's liability insurance requirements.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT, PALM BEACH COUNTY, FLORIDA:

SECTION 1. The foregoing Recitals are true and correct and are hereby ratified and confirmed.

SECTION 2. The Board of Supervisors hereby adopts the Minimum Insurance Requirements for purchase of contractual services or as a condition of permits affecting District property, attached hereto as **EXHIBIT "A"** and incorporated herein as if set forth in this place.

SECTION 3. The Board of Supervisors hereby adopts the Minimum Contractor's Insurance Requirements for District construction contracts, attached hereto as **EXHIBIT "B"** and incorporated herein as if set forth in this place

SECTION 4. All Resolutions, Parts of Resolutions or Policies in conflict herewith 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 ____ day of _____, 2024, by the Board of Supervisors of Indian Trail Improvement District, Palm Beach County, Florida.

ATTEST:

INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida

_____
Betty Argue
Secretary

By: _____
Elizabeth Accomando
Its: President

[District Seal]

EXHIBIT "A"
INDIAN TRAIL IMPROVEMENT DISTRICT
MINIMUM INSURANCE REQUIREMENTS
CONTRACTS AND PERMITS

EXHIBIT "___"
INDIAN TRAIL IMPROVEMENT DISTRICT
MINIMUM INSURANCE REQUIREMENTS

Unless otherwise provided in the Agreement, following is the MINIMUM acceptable insurance to be carried by a District Contractor:

I. **Commercial General Liability:**

(A) Bodily Injury Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

Property Damage Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage :

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage).Claims-made or modified occurrence policies are unacceptable.

II. **Automobile Liability** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

$1,000,000	Per Occurrence

III. Workers Compensation

Statutory Limits and	$ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
Employers Liability	$1,000,000	Disease-Each Employee

IV. **Umbrella Excess Liability Insurance**:

(A) $3,000,000 Each Occurrence

	$3,000,000	Annual Aggregate

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

(C) If Scope of Work provides, Contractor may use umbrella or excess liability to satisfy minimum coverage for General Lability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation**:

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days notice is required). New Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

(A)	$1,000,000	Per Claim
(B)	$2,000,000	Annual Aggregate
(C)	$25,000	Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate (COI):**

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The Certificate of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to

obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX. **Policy Endorsement**:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor'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, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributary basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

X. **Acceptable Insurers**

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

XI. **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) 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 Work Authorization

(B) **Sexual Misconduct/Molestation Liability Coverage**

(1) $1,000,000	Per Occurrence
(2) $2,000,000	Annual Aggregate

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) **Liquor Liability Coverage**

(1) $1,000.000	Per Occurrence
(2) $2,000,000	Annual Aggregate

Required of any Contractor that distributes, sells or serves alcoholic beverages or if their activities require a liquor license.

(D) **Cyber Liability Coverage.**

(1) $1,000,000	Per Claim

To be maintained during the duration of the Agreement and three (3) years thereafter.

Required of any Contractor that will use, store, or access private, confidential, protected or other District information, including but not limited to Contractors who manage District dedicated servers, cloud hosting services; software/hardware maintenance; programming; and IT services.

XII. **Sub-Contractors.**

Unless otherwise provide in the Agreement, Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements.

EXHIBIT "B"
INDIAN TRAIL IMPROVEMENT DISTRICT
MINIMUM INSURANCE REQUIREMENTS
CONSTRUCTION CONTRACTS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

****

SC-5.04 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 5.04.B of the General Conditions:

C. 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 and Regulations. These policy limits and range of coverage may be adjusted depending on the scope and complexity of the project, in consultation with the District's insurance agent:

(1) **Workers' Compensation**, and related coverage under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

(a)	Statutory Limits and	$ 300,000 $1,000,000	Each Accident Disease-Policy Limit
(b)	Employers Liability	$1,000,000	Disease-Each Employee

(c) Coverage must include a waiver of subrogation endorsement in favor of, and naming, Indian Trail Improvement District and the Engineer.

(2) **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:

(a)	General Aggregate	$2,000,000
(b)	Products – Completed Operations Aggregate	$2,000,000
(c)	Personal and Advertising Injury	$1,000,000
(d)	Each Occurrence (Bodily Injury and Property Damage)	$3,000,000

(e) Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

(f) Excess or Umbrella Liability

General Aggregate	$3,000,000
Each Occurrence	$3,000,000

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

(3) **Automobile Liability** under Paragraph 5.04.A.6 of the General Conditions:

Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

Per Occurrence	$1,000,000

(4) **The Contractual Liability coverage** required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(a) Bodily Injury Limit:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

(b) Property Damage Limit:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

[or]

(c) Combined Single Limit of Bodily Injury and Property Damage:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

(d) Contractual Liability shall include Commercial General Liability.

(5) **Additional types and amounts of insurance** required by Owner.

(a) **Professional Liability (Errors & Omissions) Insurance (if applicable)**

[1] $1,000,000 Per Claim
[2] $2,000,000 Annual Aggregate
[3] $25,000 Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

(b) **Contractor's Pollution Liability (CPL) Coverage**.

Requirement to be determined on a project basis, in consultation with District insurance agent.

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

StormwaterJ Engineering, Inc. District Engineer

[List Others Here by name]

(7) **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 the Engineer (unless terminated for non-payment in which event ten [10] days notice is required).

(8) **Insurance Certificates/Policy Endorsements**:

Indian Trail Improvement District 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 updated on a continuing basis throughout the Term of this Agreement if changes occur.

(9) **The policy must include**:

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

(b) Products and Completed Operations coverage. Subcontractor 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 the Engineer."

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

(g) [Not applicable]

(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.

(10) **Property Insurance**:

Contractor shall maintain "Special Form" property insurance (commonly referred to as "builder's risk" or "special perils" coverage) in an amount equal to the full replacement cost of all 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." This coverage shall be in effect prior to commencement of work on the Project.

(11) **Other Requirements**:

(a) All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellations or non-renewal, and ten- (10) days notice of cancellation for non-payment of premium.

(b) All policies must be written by insurance companies whose rating in the most recent A. M. Best's Rating Guide, is not less than A:VII or better. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full-certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefore.

(c) Certificates of Insurance (ACORD Form 25) and required Policy Endorsements evidencing the minimum required coverage shall be delivered to Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Contractor or Subcontractor performed on behalf of Contractor shall be covered by such insurance. A separate endorsement requiring 30-day notice of cancellation will be provided.

(d) Contractor reserves the right but shall have no obligation, to procure the insurance or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agree and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverage. Such refund

shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

(e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds.

(f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create interest to be Additional Insureds.

(g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

(h) Nothing in this Special Condition shall reduce Subcontractor's obligations as set forth in the Indemnity provisions of the Contract.

(i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

(12) **Waiver of Subrogation**.

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

Subcontractors shall waive all rights of recovery against Contractor and the Indemnitees, their partners, offices, directors, agents, representatives, employees, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or

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

(13) .**Notices**: All certificates of Insurance and required endorsements must be addressed and forwarded to:

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

and

StormwaterJ Engineering, Inc.
Attn: Jay. G. Foy, P.E., President
1855 Indian Road, Suite 202
West Palm Beach, FL 33409
Phone: 561-242-0028
Fax: 561-242-0109

(14) Provision 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.

****

AGENDA ITEM NO. 7.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Jason Lester
DEPARTMENT:	Operations and Maintenance
ITEM TYPE:	Contracts/Agreements/Leases
AGENDA SECTION:	**REGULAR AGENDA**
SUBJECT:	Modular Traffic Cushion Installation - FY25 Phase 1 (25 Locations)

BACKGROUND:

The Indian Trail Improvement District performed the Mobility Plan with the Treasure Coast Regional Planning Council. The plan included traffic calming measures throughout ITID. However, the modular speed cushions were not specifically identified in the plan. The Operations Department successfully finished the R-3 Roadway Plan traffic calming phase with asphalt speed tables (as identified in the Mobility Plan) using funds from the R-3 Bond. In FY25, the Board of Supervisors approved a Contingency Fund of $1.2M for special projects. The Board can only approve using monies from the Contingency Fund.

The modular speed cushions are an effective means to slow vehicular speeds on our residential roadways. This is a short-term, financially feasible option to the mid-block traffic calming speed tables. These modular speed cushions ($4,000 each including signage) are significantly less than the traditional asphalt speed tables ($18,000 each). We can cover more roads with the modular speed cushions. In the future, the Board may opt to replace these with traditional asphalt speed tables through either annual budgetary assignment, bonds for major roadwork or grants.

The speed cushions will be placed on high traffic roadways with speeding issues (see attachment), The Ops Staff will work with Mr. Foy on the exact placement. We will not install any in areas that are designated for near future construction or culvert installation. The R-3 Road Plan for 140th Avenue North and 180th Avenue North includes traffic calming with the asphalt speed tables.

The Operations Department plans to ask for a second FY25 phase with another 25 modular speed cushions in the Spring. This phase will include additional devices that may not be identified in the Mobility Plan but are needed due to the amount of traffic on ITID residential roadways or near Equestrian Trails or Crossings.

FISCAL IMPACT:

$100,000

RECOMMENDATION:

Staff recommends the Board of Supervisors approve the use of Contingency Funds of $100,000 to purchase the modular speed cushions and signs.

ATTACHMENTS:

FY25 Phase 1 - Modular Speed Cushion Placement and Spec.pdf
FY25 Phase 1 - Modular Speed Cushion Quote.pdf

ITID Mobility Plan: Phased Improvements

Modular Speed Table and Speed Cushion Locations

- Modular Speed Tables, Seminole Style, Milling Roads, Existing (6)
- Modular Speed Cushions, Paved Roads, Existing (10)
- Modular Speed Cushions, Paved Roads, **NEW** (25)

Traffic Calming Sites
Type,Existing,Funding

- Illuminated Street Sign,Existing,N/A (1)
- Mid Block,New,FDOT **(8)**
- Mid Block,New,R3 (22)
- Mid Block,New,TBD **(61)**
- Speed Table,Existing,N/A (18)
- Speed Table,Remove,TBD (44)
- Splitter Island,Existing,N/A (2)

Traffic Signal

- Traffic Signal
- Flashing Light
- ITID

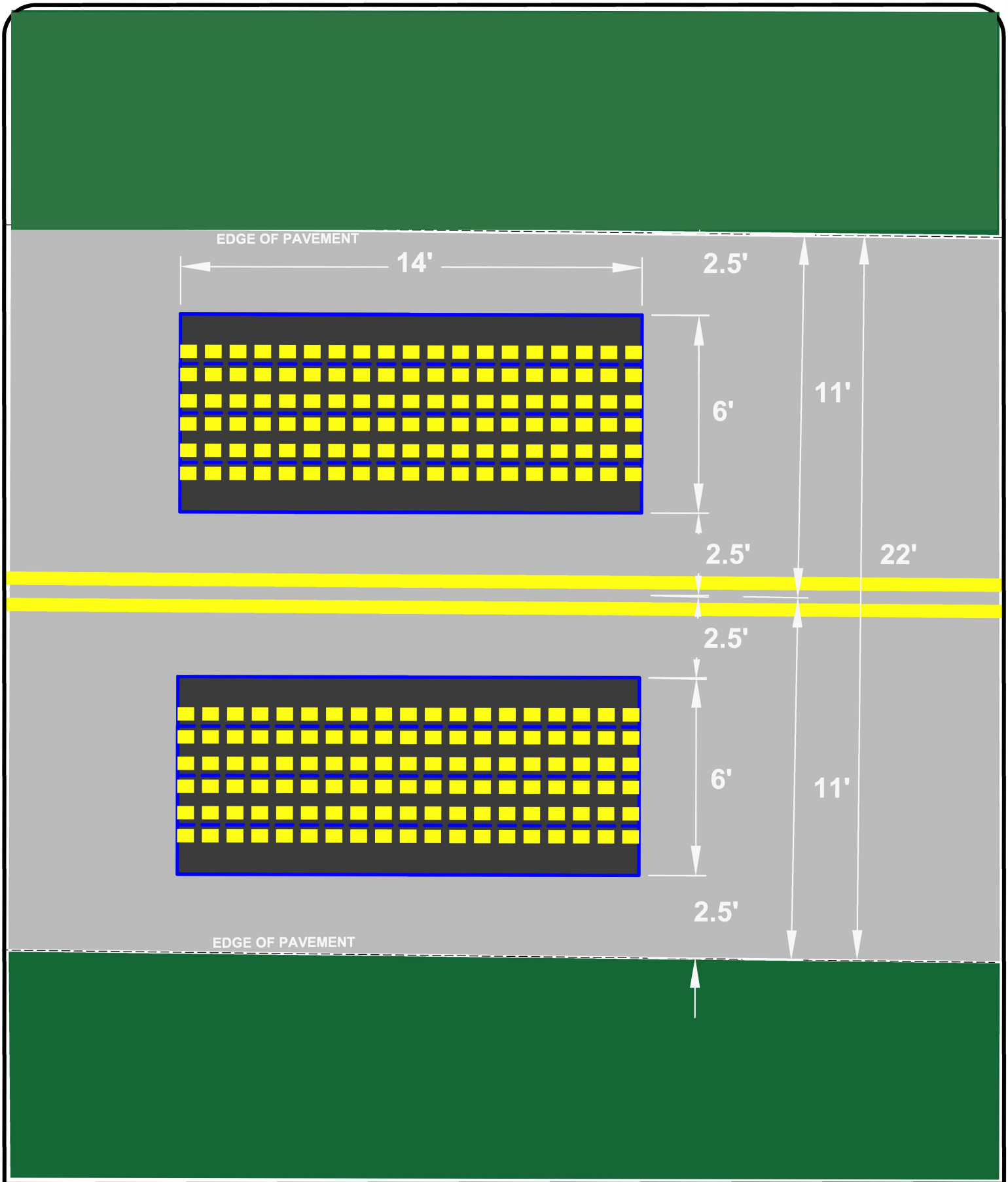
Existing Road

- Regional
- Sub-Regional
- Local

Proposed Road

- Regional
- Sub-Regional
- Local
- Neighborhood
- Canal
- Funding Units

DRAFT



CAPTEC Engineering, Inc.
Civil Engineering Professionals

- Joseph W. Capra
301 N.W. Flagler Ave
Stuart, Florida 34994
P.E. No. 37638
Phone: (772) 692-4344
Fax: (772) 692-4341
E-mail: Captec1@aol.com

Engineering Business
No. EB-0007657

DATE:	2/13/20
DRAWN BY:	ADO
DESIGNED BY:	ADO
CHECKED BY:	JWC
PROJECT No.:	1522.025.1
HORZ. SCALE:	1" = 20'
VERT. SCALE:	N/A
CADD FILE:	EXHIBITS

INDIAN TRAIL IMPROVEMENT DISTRICT
TRAFFIC CALMING PILOT PROGRAM
PALM BEACH COUNTY, FLORIDA

TRAFFIC LOGIX
6X14 SPEED CUSHION
TWO CUSHION LAYOUT

SCALE VERIFICATION

0 0.5

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Speed Cushions



Speed Cushions of various dimensions may be constructed utilizing patented directional tongue and grove 18” x 42” interlocking rubber modules. This interlocking module system creates a bond among the modules. Increases vehicle impact resistance. Prolongs the stability and performance of the installed speed cushion. Reduces installation time. **All installation hardware, bolts, anchors, washers, and anchor adhesive included.**

SPECIFICATIONS

Dimensions of the tongue and groove modules

Width: 18” (+/- 1/16”)
Length: 42” (+/- 1/8”)
Thickness: 3” (+/- 1/8”)

Dimensions of Cushions, Humps, or Tables are changeable by

Width: 18” increments
Length: 42” increments

Standard Dimensions of Speed Cushions

7’ x 6’ x 3” ● 8 modules
10.5’ x 6’ x 3” (Flat surface 72” x 42”) ●12 modules
14’ x 6’ x 3” (Flat surface 72” x 84”) ●16 modules
21’ x 6’ x 3” (Flat surface 72” x 126”) ● 20 modules
Entrance and exit gradient: 1:15 (7%) Lip: .25”
Side gradient: 1:3 (35%) Lip: .25”

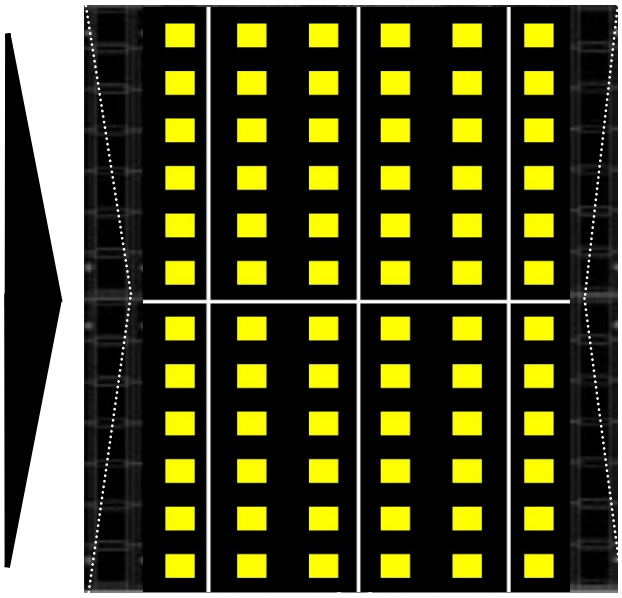
Physical properties

Material: Compression molded 100% recycled synthetic and natural rubber composite
Tensile strength: minimum 500 psi
Shore hardness: minimum 70A
Specific gravity: 1.1
Deformation Rate: None; 100% recovery
Skid Resistance: 89 (Dry)
Markings: All markings are embedded into the rubber during the manufacturing process and have reflective qualities.
Inherent Resistance: Invincible to engine oils, road salts, transmission fluid, anti-freeze, gasoline/diesel fuel, solvents, etc. Unaffected by outdoor exposure including extreme weather conditions.
Conforms to pavement deviations.



Yellow Square Pattern

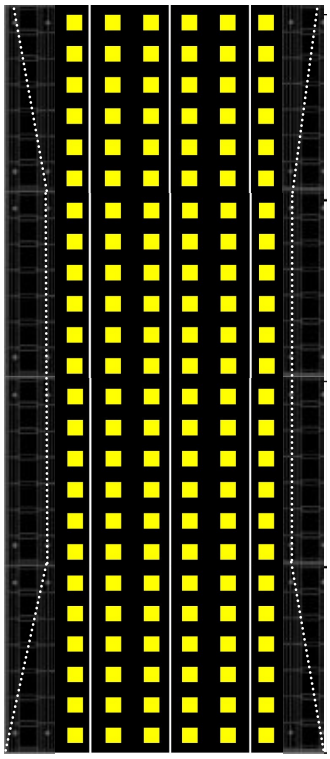
White also available



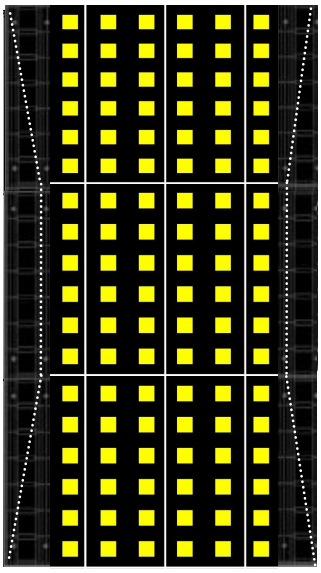
3”

7’ L x 6’ W x 3” H
Part # SC-070603-Y

Part # SC-140603-Y
14’ L x 6’ W x 3” H



Part # SC-1050603-Y
10.5’ L x 6’ W x 3” H



Not Shown

21’ L x 6’ W x 3” H
14’ L 6’ W x 4” H

Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-41731-B0Z0K3
Created Date 11/4/2024
Expiration Date 12/4/2024
Prepared by Sean Coupland

QUOTATION

Contact: Jason Lester
Phone: 561-793-0874
Email: jlester@indiantrail.com

Indian Trail Improvement District, FL
13476 61st Street North
West Palm Beach, FL 33412
US

Shipping Address:
6701 140th Ave North
West Palm Beach, Florida 33412
United States

Standard Features (Included)

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 7")
- Color and Markings as Indicated Yellow Squares

Special Notes

Speed Cushions (50) 14 X 6 X 3. Yellow Squares. All hardware included. Needs Pallet Jack to unload.

Quote Line Items – All Prices shown are in $ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
14Lx6Wx3" speed cushion with yellow squares	SC146S-Y	50.00000	$1,762.00	$88,100.00
400mL 1:1 Dispenser - Adhesive Applicator Gun	PU-APGUN	3.00000	$65.00	$195.00
SDS-Plus Shank Rotary-Hammer Drill Bit.9/16"Bit, 16 Drilling Depth, 18-3/4" Overall Length.	23596	5.00000	$65.00	$325.00
Discount	DISCOUNT	1.00000	$0.00	($7,000.00)

Totals

Subtotal:	$81,620.00
Freight:	$11,000.00
Grand Total:	**$92,620.00**

Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-41731-B0Z0K3
Created Date 11/4/2024
Expiration Date 12/4/2024
Prepared by Sean Coupland

Terms: 1% - 10 days – Net 30

Payment: MC, VISA, AMEX. Credit card payments over $10K will include an additional 2% fee.

Tax: IF TAX EXEMPT, Please Provide Tax Exempt Certificate with Order

Freight: Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.

Changes/Returns: 30% for standard orders and 50% on custom orders.

Warranty: Please refer to the Rubber conditional use warranty terms at the end of this quote.

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Forklift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53-foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

scoupland@trafficlogix.com
Sean Coupland
Senior Manager Sales

Please complete to set up new account: https://trafficlogix.com/business-application-form/

Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-41731-B0Z0K3
Created Date 11/4/2024
Expiration Date 12/4/2024
Prepared by Sean Coupland

RUBBER CONDITIONAL USE WARRANTY

TRAFFICLOGIX
Rubber Products Group
A Division of Logix ITS



Conditional Use Terms
Rubber Traffic Calming Devices

1. Traffic Logix traffic calming devices (the "Traffic Calming Products") are designed to be installed on local residential streets with posted speeds of 35 mph or less. Prior to installation, the Customer should determine if any federal, state, or local regulations govern the installation or use of Traffic Calming Products.
2. The installation location of any Traffic Calming Product should be reviewed by a Traffic Engineer.
3. Traffic Calming Products should only be used on roads with less than 5,000 vehicles per day.
4. Traffic Calming Products should be installed only on roads that are used primarily by passenger vehicles and/or emergency response vehicles with the roads themselves in respectable condition.
5. Traffic Calming Products should be installed in such a way that they are visible from at least 200 feet. For safe usage, Traffic Logix products must be installed in conjunction with appropriate signage in accordance with ITE's State of the Practice on Traffic Calming, as well as ITE's Manual on Uniformed Traffic Control Devices.
6. Traffic Calming Products should not be installed on roadways that have more than an 8% grade.
7. Traffic Calming Products should be installed with a minimum othree inches of asphalt or concrete underneath the device.
8. All bolts and anchors provided with product must be installed as instructed, and with Traffic Logix anchor adhesive that is also included with each product.
9. Quarterly inspection of each Traffic Calming Product is required. If the Traffic Calming Product has been damaged in any way, it should be replaced.
10. Traffic Logix Products should be removed prior to the first snowfall and should only be reinstalled in non-winter months.



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AGENDA ITEM NO. 8.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

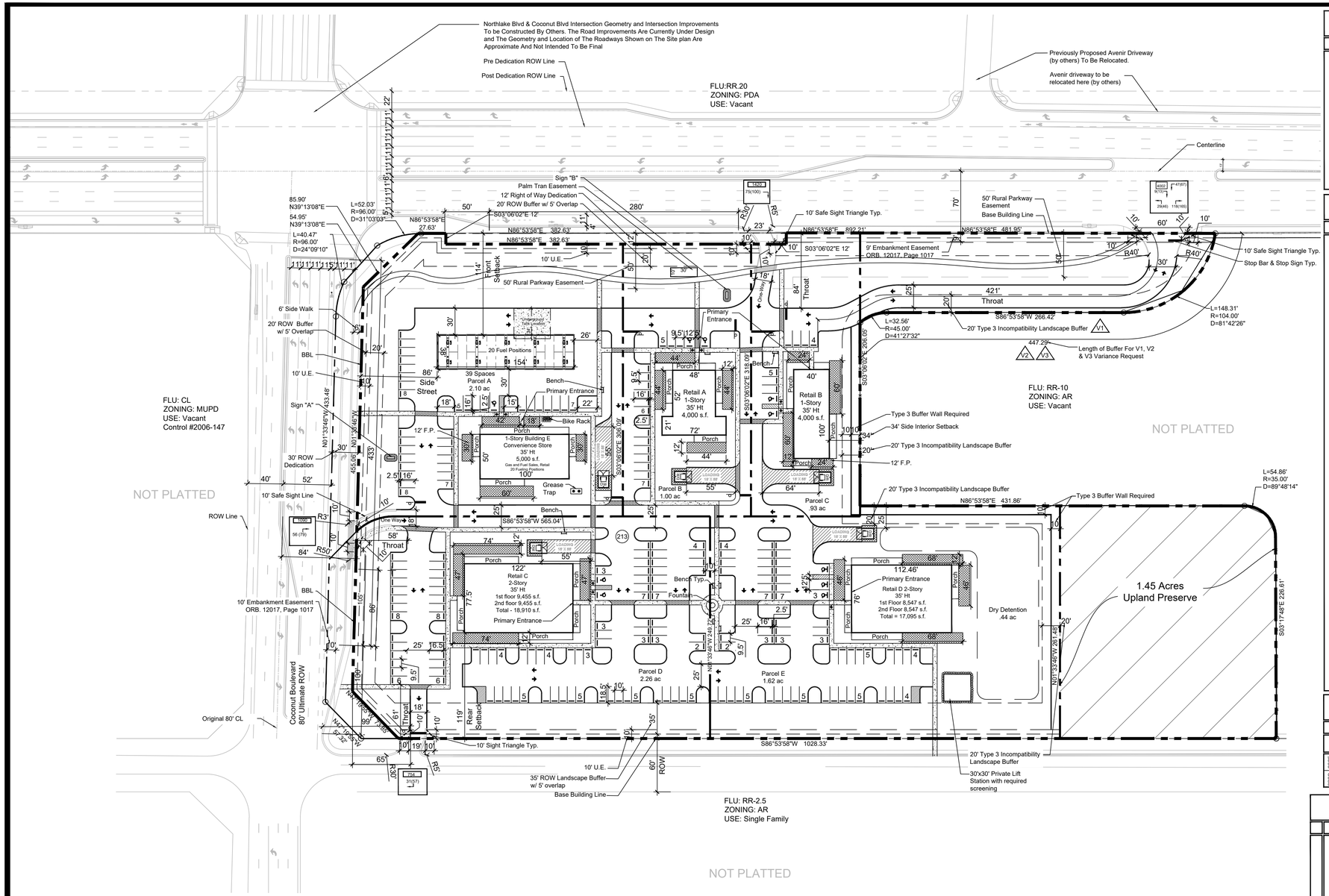
Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

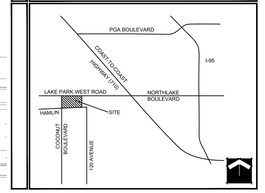
DATE:	November 13, 2024
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Presentation
AGENDA SECTION:	**OTHER GOVERNMENTAL UPDATES**
SUBJECT:	Coconut Palm Plaza
BACKGROUND:	This is Unit 19C. The next step is to develop a Water Control Plan
FISCAL IMPACT:	None as the costs are paid by the applicant.
RECOMMENDATION:	Presentation item, no action required

ATTACHMENTS:
2024_1113_Coconut Palm Plaza Update.pdf


Parcels Info
X
Distance: 0 ft / 0 miles
PCN: 00414215000005020
Owner: CORNERSTONE PBG LLC
Location: 12422 NORTHLAKE BLVD
Mailing: 5910 190TH CT N
City: JUPITER
State: FL
Zipcode: 33458
Last Sale: 01-NOV-22
Sale Price: 10
Land Sqft: NA
Acres: NA
Property Details
ezInfo Details
Lat/Lon: 26.81077, -80.23592
Click Links below for more Info
Aerials2023
Roads
Northlake Blvd
Northlake Blvd
Hamlin Blvd
Coconut Blvd
89th Pl N
89th Pl N
89th Pl N
89th Pl N
88th Pl N
88th Pl N
88th Pl N
88th Pl N
120th Ave N



Location Map



Site Data

Application Name	Coconut Palm Plaza
Control Number	2001-00075
Application Number	ZV/ABN/PDD/CA-2019-1808
Project Number	05693-000
Tier	Exurban
Existing Future Land Use Designation	RR-20
Proposed Future Land Use Designation	CL
Existing Zoning District	PO
Proposed Zoning District	MUPD
Neighborhood Plans + Overlays	Westlake Northlake Corridor Land Use Study
Section, Township, Range	15/42/41
Property Control Number	00-41-42-15-00-000-5020
Existing Use	Vacant
Proposed Use	Convenience Store with Fuel Sales & Retail
Total Site Area	11.25 ac. (489,856 s.f.)
Total Net Site Area	10.74 ac. (467,834 s.f.)
Max FAR (.10)	49,005 s.f.
Total Gross Floor Area	49,005 s.f.
Convenience Store (Building E)	5,000 s.f.
One-Story Retail A	4,000 s.f.
One-Story Retail B	4,000 s.f.
One Story Retail C	18,910 s.f.
One Story Retail D	17,095 s.f.

Concurrency Approval*	
Convenience Store	5,000 s.f.
Retail	44,005 s.f.
Fuel Pumps	20 Positions

Last BCC Approved					Proposed					
Art. 4 Use Classification	Approved Use	Square Footage	Parking Req.	Parking Prov.	Art. 4 Use Classification	Approved Use	Square Footage	Parking Min Req.	Parking Max.	Parking Prov.
					C. Store	C. Store	5,000 s.f.	20	30	35
					Retail	Retail	44,005 s.f.	176	264	178
Total							49,005 s.f.	196	294	213

Total Floor Area Ratio	.10
Total Building Coverage (31,002 s.f.)	9%
Including Canopies (5,852 s.f.)	
Including Porches (7,916 s.f.)	
Required Parking	196 SPACES
1 Space per 250 s.f. Per Art. 3.E.1.C.2.H.2. (Min)	196 SPACES
1 Space Per 166.67 s.f. Per Art. 3.E.1.C.2.H.2. (Max)	294 SPACES
Proposed Parking	213 SPACES
Handicap Spaces Required	6
Handicap Spaces Proposed	10
Loading Required (15' x 55' Min.)	5
Loading Provided	5
Building Height	max. 35'
Number of Stories	1-2
Traffic Analysis Zone	860

Development Regulations

	ZONING DISTRICT	MINIMUM LOT DIMENSIONS SIZE	WIDTH	FRONTAGE	DEPTH	MAX. FAR	MAX. BLDG. COVER	SETBACKS/SEPARATIONS FRONT	SIDE INTERIOR	SIDE STREET	REAR
CODE	MUPD (CL)	3 AC.	200'	200'	200'	.10	25%	25'	30'	25'	30'
PROP.	MUPD (CL)	11.25 AC.	1,028'	892'	568'	.10	9%	114'	34'	86'	119'

Notes

- BASE INFORMATION FOR THIS PROJECT WAS OBTAINED FROM A SURVEY PREPARED BY GEO POINT SURVEYING. INC. 05/14/19
- D/R DUMPSTER WITH ENCLOSURES
- SITE WILL BE REPLATTED
- APPLICANTS INTENDS TO FURTHER SUBDIVIDE PROPERTY PURSUANT TO THE PLATTING EXEMPTIONS PERMITTED BY SEC. 11.A.6.B AS SHOWN HEREIN
- NORTHLAKE AND COCONUT BLVD. INTERSECTION GEOMETRY AND IMPROVEMENTS TO BE CONSTRUCTED BY OTHERS. THE ROAD IMPROVEMENTS ARE CURRENTLY UNDER DESIGN AND THE GEOMETRY AND LOCATION OF THE ROADWAYS SHOWN ON THE SITE PLAN ARE APPROXIMATE AND NOT INTENDED TO BE FINAL.

Development Team

DEVELOPER:	NORTHLAKE COCONUT PROPERTY LLC 252 S. MILITARY TRAIL WEST PALM BEACH, FL 33415
CIVIL/TRAFFIC ENGINEER:	SIMMONS & WHITE 5601 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407 (561) 478-7848 EMAIL:KYLE@SIMMONSANDWHITE.COM
PLANNER:	SCHMIDT NICHOLS 1551 N. FLAGLER DRIVE WEST PALM BEACH, FLORIDA 33404 (561) 684-6141 EMAIL:CENNIS@JESLA.COM
SURVEYOR:	GEO POINT SURVEYING, INC. 5601 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407 (813) 248-8888

Variance Chart

	ULDC Section/Description	Required	Provided	Variance
V1	Art.3.E.3.B.2.C - MUPD Landscape Buffer Requirements	Type 3, 20' wide Incompatibility Landscape Buffer along the eastern property line abutting adjacent residential FLU designated property	5' wide landscape buffer along the northernmost 447' of the eastern property line	To allow for the elimination of Type 3 Incompatibility Landscape Buffer requirement along the northernmost 447' of the eastern property line, maxium 15 feet width
V2	Table 7.C.2.C.3	6' high opaque wall along the Type 3 Incompatibility Landscape Buffer along the eastern property line abutting adjacent residential FLU designated property	No wall provided along the northernmost 447' of the eastern property line	To allow for the elimination of 6' high opaque wall requirement along the northernmost 447'of the eastern property line
V3	Table 7.C.2.C.3	23 canopy trees, 15 palm trees, one row of 230 small shrubs, and one row of 115 medium shrubs required for Type 3 Incompatibility Landscape Byffer along the eastern property line abutting adjacent residential FLU designated property	No planting material provided (one row of large shrubs, min. 5' ft ht., max 48-in. spacing) along the northernmost 447' of the eastern property line	To allow for the elimination of 23 canopy trees, 15 palm trees, one row of 230 small shrubs, and one row of 115 medium shrubs requirement along the northernmost 447' of the eastern property line

2020

0 30' 60' 120' 180'
Scale 1"= 60'-0"
North

Amendment Stamp

Zoning Stamp

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Coconut Palm Plaza

Palm Beach County, Florida

Date:	10/07/19
Scale:	1" = 60'-0"
Design By:	JN/CMH
Drawn By:	AH
Checked By:	CMH
File No.	941.01
Job No.	19-20

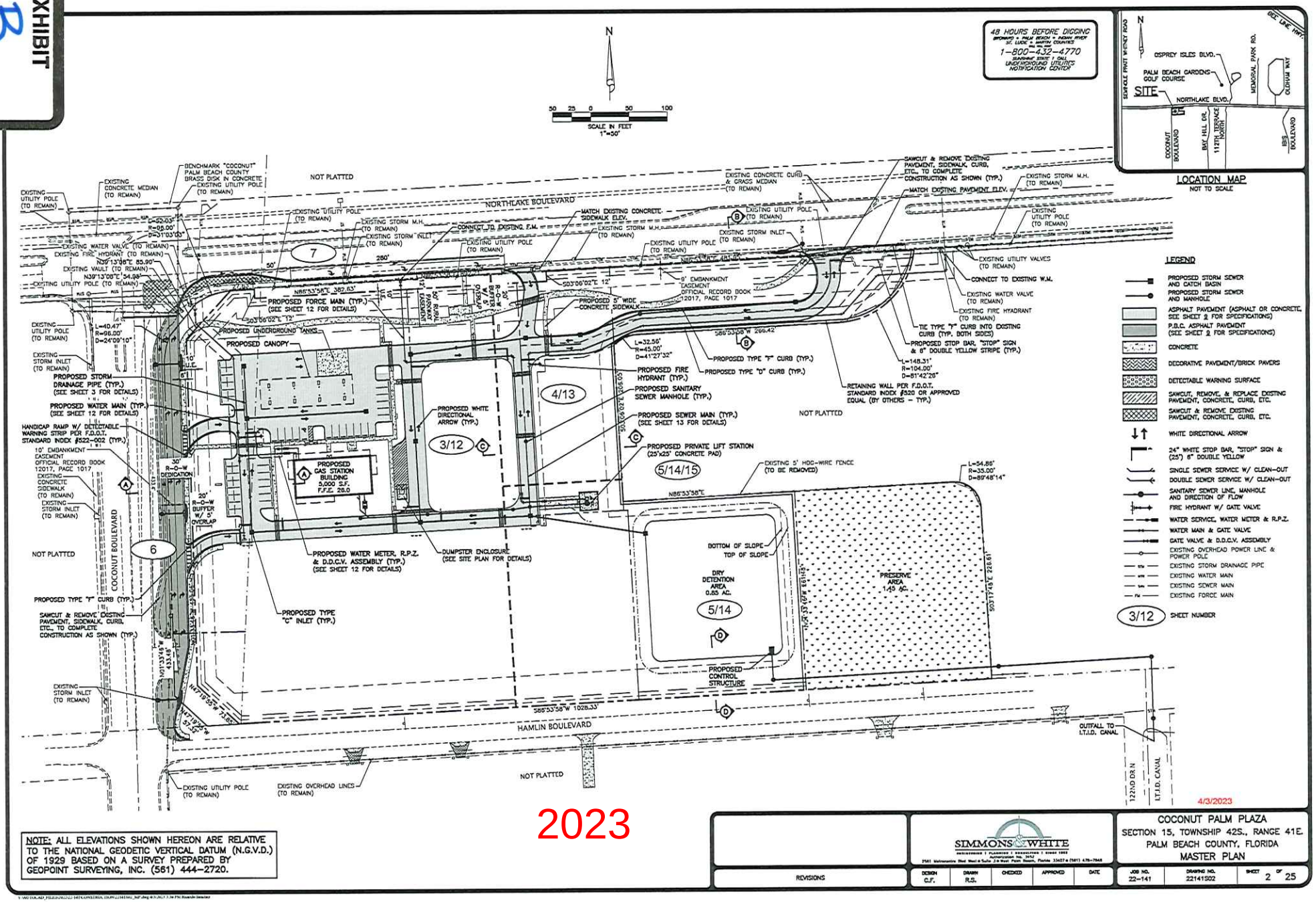
REVISIONS / SUBMISSIONS
- 10.7.19 Original Submittal
- 12.9.19 Resubmittal
- 1.13.20 Resubmittal
- 2.10.20 Resubmittal
- 3.9.20 Resubmittal
- 4.13.20 Resubmittal
- 5.11.20 Resubmittal

Preliminary Site Plan

PSP-1 of 1

tabbies

EXHIBIT B



2023

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 BASED ON A SURVEY PREPARED BY GEOPOINT SURVEYING, INC. (561) 444-2720.

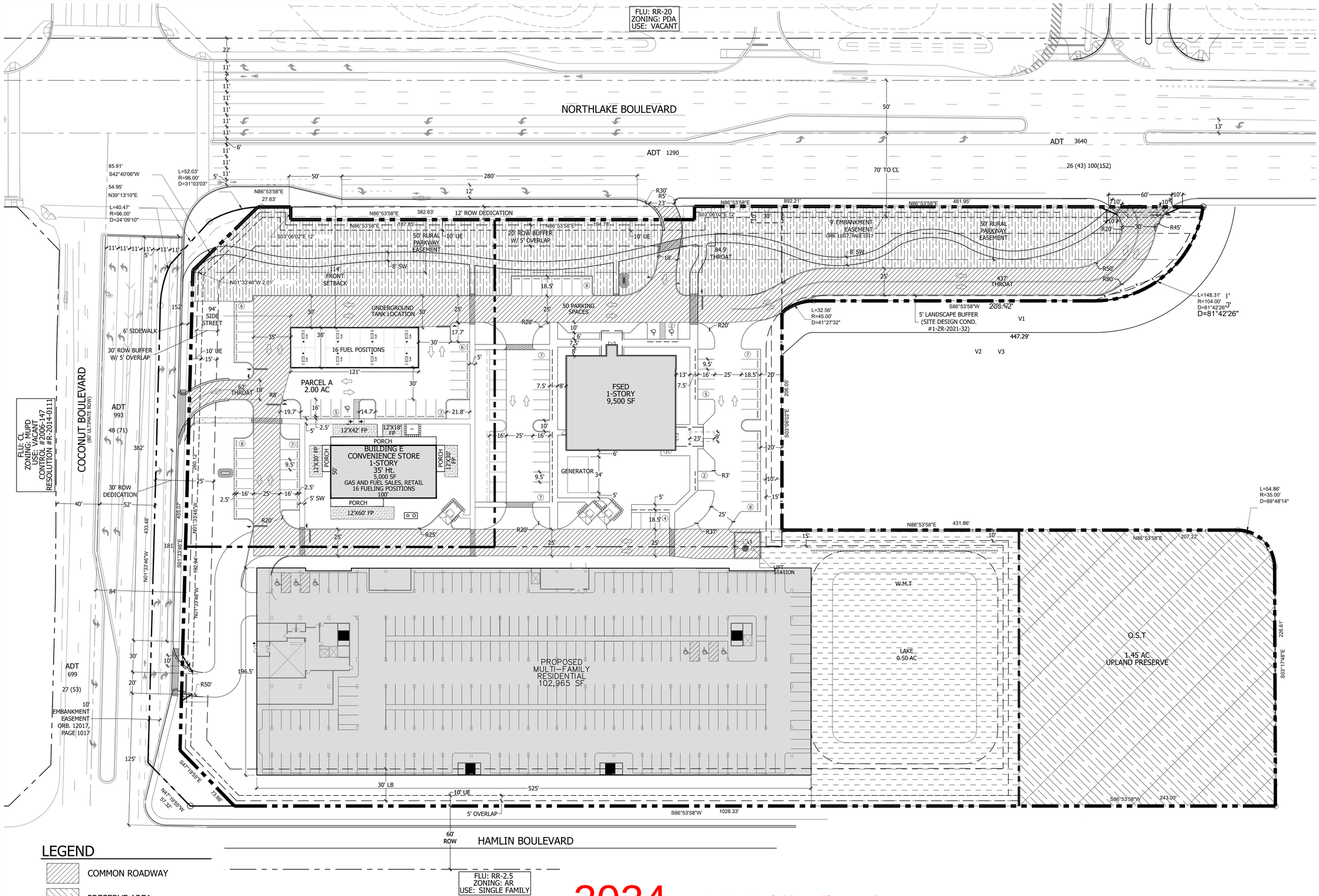
SIMMONS & WHITE

REVISIONS

DESIGN	DRAWN	CHECKED	APPROVED	DATE
C.F.	R.S.			

COCONUT PALM PLAZA
SECTION 15, TOWNSHIP 42S., RANGE 41E.
PALM BEACH COUNTY, FLORIDA
MASTER PLAN

JOB NO.	DRAWING NO.	SHEET
22-141	22141S02	2 OF 25



LEGEND

- COMMON ROADWAY
- PRESERVE AREA
- PARKWAY LANDSCAPE BUFFER
- DETENTION AREA

2024 - 176 Multifamily Units

COMMON AREA IMPROVEMENT EXHIBIT

Y:\AUTOCAD FILES\2022\22-14\EMAILS\2024-09-04 SP\DB 22-0604.01 CP 2024 08-27.dwg 9/4/2024 10:29:50 AM Daniel 1:1

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Coconut Palm Plaza

FINAL SITE PLAN
Palm Beach County, Florida

DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	22-0604.01
DATE	08-26-24
REVISIONS	

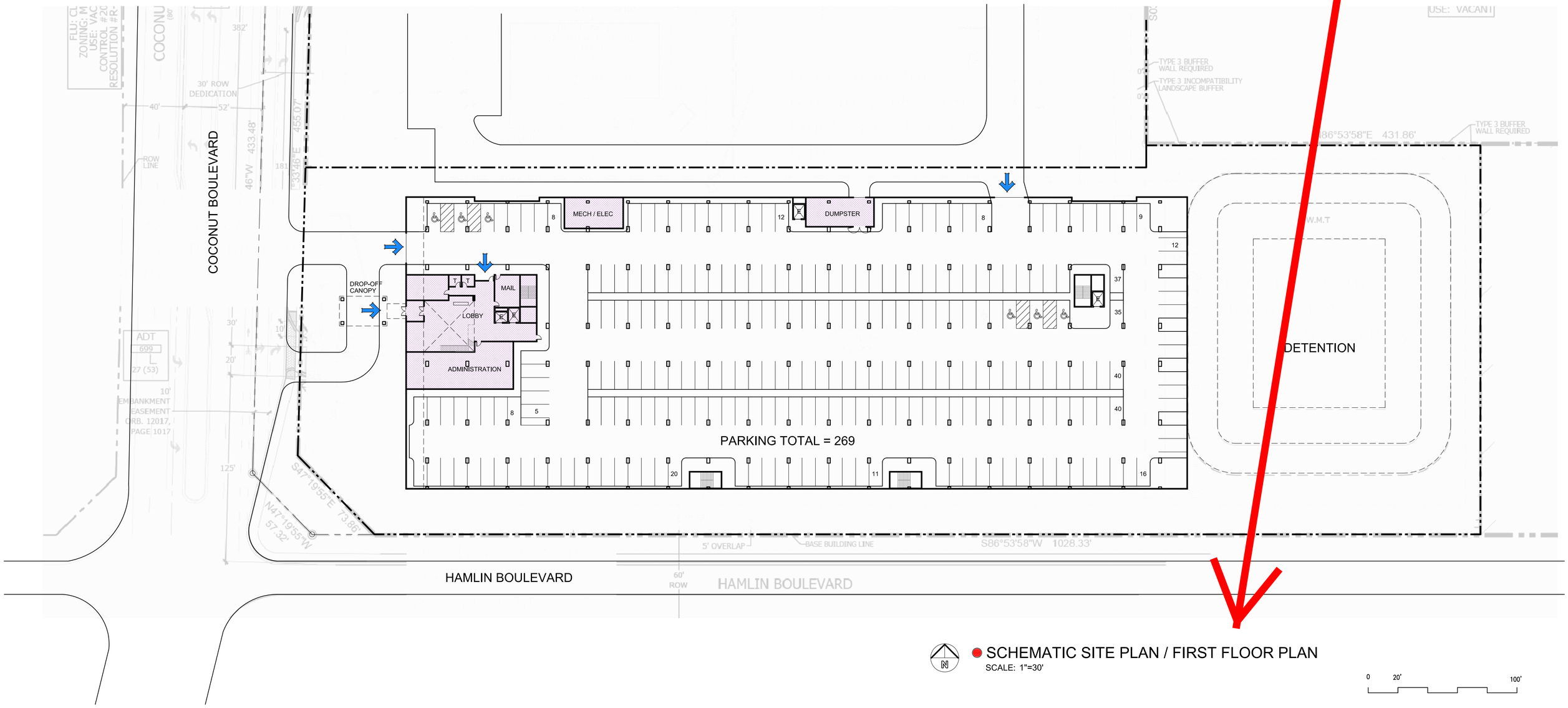
Scale: 1" = 40'

0' 30' 60' 120'

August 26, 2024 1:50:01 p.m.
Drawing: 22-0604.01 CP.DWG

SHEET 1 OF 1

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



SCHEMATIC SITE PLAN / FIRST FLOOR PLAN
SCALE: 1"=30'

0 20' 100'

COCONUT PALM PLAZA

DESIGN ALLIANCE
architects
5897 Delmar Boulevard
Saint Louis, MO 63112
www.STLDA.com

05.01.2024

		1 FL	2 FL	3 FL	4 FL	TOTAL	%	Parking
STUDIO	544 sf net	0	7	8	7	22	12.5	22
1-BEDROOM	670 sf net	0	25	28	28	81	46	81
2-BEDROOM	1,075 sf net	0	23	24	24	71	40.3	142
3-BEDROOM	1,840 sf net	0	0	1	1	2	1.14	6
		0	55	61	60	**176**	100	**251**

176

12.55 (+5%) Guest

264



SCHEMATIC TYPICAL 3nd - 4th FLOOR PLAN

SCALE: 1"=30'



SCHEMATIC SECOND FLOOR PLAN

SCALE: 1"=30'

COCONUT PALM PLAZA

DESIGN ALLIANCE
architects
5897 Delmar Boulevard
Saint Louis, MO 63112
www.STLDA.com

05.01.2024



● WEST ELEVATION
SCALE: 1/32"=1'-0"



● SOUTH ELEVATION
SCALE: 1/32"=1'-0"



● NORTH ELEVATION
SCALE: 1/32"=1'-0"

COCONUT PALM PLAZA

DESIGN ALLIANCE
architects
5897 Delmar Boulevard
Saint Louis, MO 63112
www.STLDA.com


ROOF
FOURTH FLOOR
THIRD FLOOR
SECOND FLOOR
FIRST FLOOR
11’–0”
13’–0”
16’–0”
57’–8”



DESIGN ALLIANCE
architects

COCONUT PALM PLAZA

RENDERINGS

5/3/2024



5/6/2024

COCONUT PALM PLAZA

RENDERINGS

DESIGN ALLIANCE
architects

AGENDA ITEM NO. 8.2

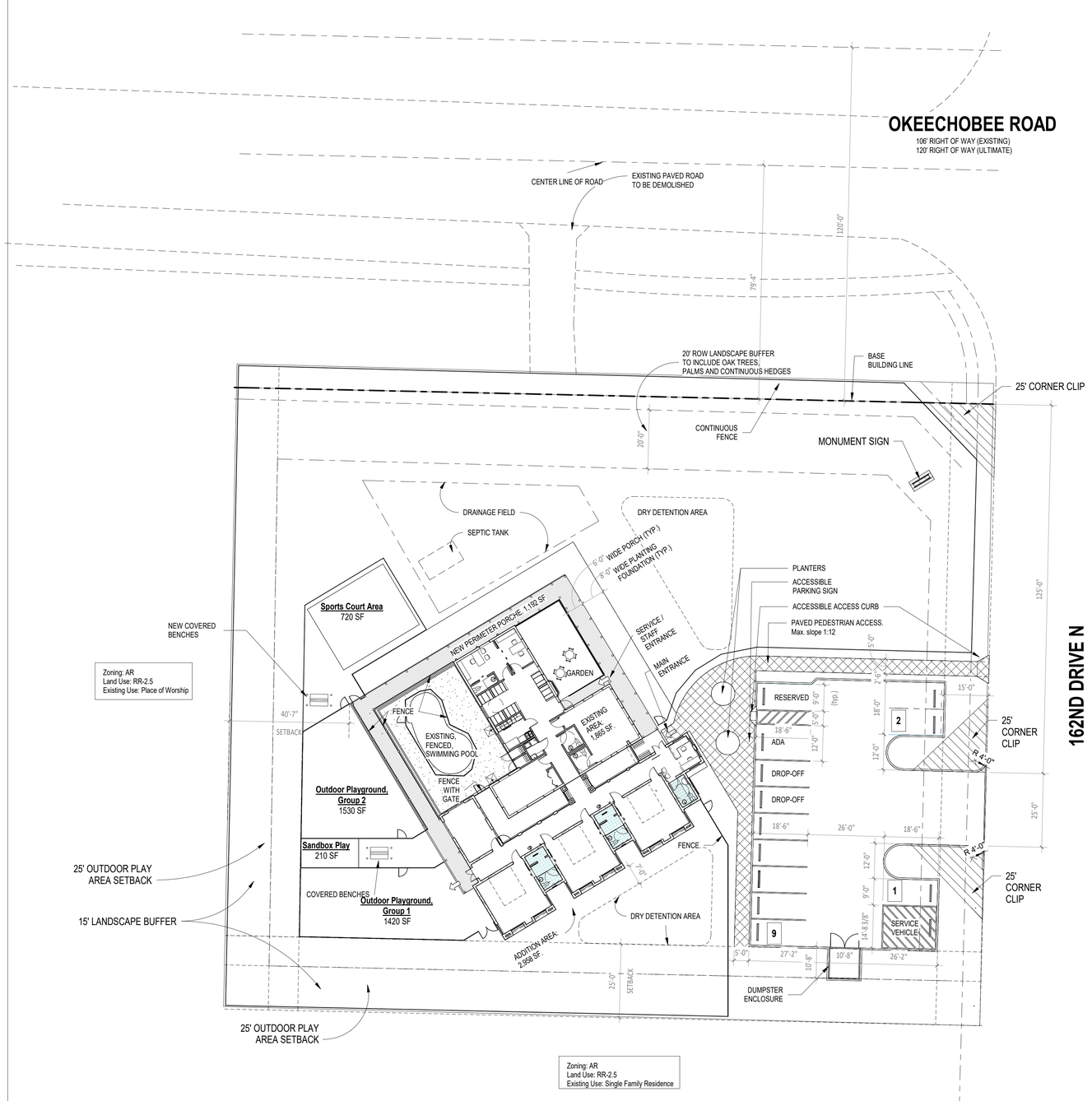
INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER GOVERNMENTAL UPDATES**
SUBJECT:	Day Care at Okeechobee Blvd and 162nd
BACKGROUND:	This site plan is being processed through PBC and PBC wants a letter regarding the driveway onto 162nd as PBC will not allow a driveway onto Okeechobee Blvd.
FISCAL IMPACT:	None
RECOMMENDATION:	Want Board thoughts on driveway

ATTACHMENTS:
2024_0911_Day Care Prel Site Plan.pdf



ZONING: AR
LAND USE:
RR-2.5
EXISTING USE:
PBC SCHOOL

1 **PROPOSED SITE PLAN**
1" = 20'-0"

0" 10'-0" 20'-0" 40'-0"

PROJECT DATA:

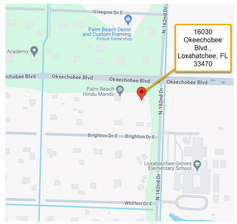
NAME OF APPLICATION	CHILD GARDEN
CONTROL NO.	2008-111
APPLICATION NO.	TO BE DETERMINED
LATEST BCC APPROVAL DATE	02.25.08
RESOLUTION(S)	R 2009-368
TIER	EXURBAN
FUTURE LAND USE DESIGNATION	RR 2.5
ZONING DISTRICT	AR
OVERLAY ZONE	NOT APPLICABLE
SUB-DISTRICT	NOT APPLICABLE
SECTION, TOWNSHIP, RANGE	525/T43/R10
PROPERTY CONTROL NUMBER(S)	00-40-43-25-00-000-1120
EXISTING USE(S)	PLACE OF WORSHIP/SINGLE FAMILY RESIDENTIAL
PROPOSED USES(S)	DAY CARE, GENERAL
DEVELOPMENT ACRES (197,762.4 SF.)	1.28 ACRES

PRESENTED FOR APPROVAL OF DAY CARE, GENERAL = 4,823 SF (40 STUDENTS)

DAY CARE GENERAL, UNDER AIR AREA:	4,823 SF
AREA OF PORCH	1,192 SF
TOTAL BUILDING AREA:	6,015 SF
AREA OF LAND: 1.286 ACRES OR 56,026 SF	
FLOOR AREA RATIO (MAX 0.35)	0.10
BUILDING COVERAGE (MAX. 35' HT.)	MAX. 20' HT.
# OF STORIES	1 STORY

PARKING REQUIRED:
DAY CARE GENERAL : 1 SPACE/5 PERSONS @ 40 CHILDREN = 8 SPACES
1 DROP-OFF SPACE / 20 STUDENTS @ 40 CHILDREN = 2 SPACES
ACCESSIBLE PARKING REQUIRED: 1 x 25 SPACES = 1 SPACE

PARKING PROVIDED:	12 SPACES
HANDICAP PARKING REQUIRED:	1 SPACE
HANDICAP PARKING PROVIDED	1 SPACE



2 **Location Map**
3" = 1'-0"

ZONING AMENDMENTS

ZONING STAMP

AMAS architecture
Alfredo Medina Architectural Services LLC

Architect: Alfredo Medina
Email: alfmedina@hotmail.com
Phone: 321 315 4766
Address: 11820 Scotty Dr., Orlando, FL, 32821
United States

ARCHITECT:

Alfredo Medina, Florida License # AR102689

STATE OF FLORIDA · ALFREDO MEDINA · AR102689 · REGISTERED ARCHITECT

SUBMISSION NAME:	**Preliminary review**
SUBMISSION DATE:	**...**
SHEET ISSUE DATE:	**8/28/24**
PROJECT NUMBER:	**2402**
PROJECT NAME:	

Daycare

PROJECT NUMBER:	**16030 Okeechobee Blvd., Loxahatchee, FL 33470**
SHEET NAME:	

PRELIMINARY SITE PLAN

SHEET NUMBER: **PSP**



1 Preliminary Site Plan,with context, scale 1-30
1" = 30'-0"

0" 15'-0" 30'-0" 60'-0"

AMAS architecture
Alfredo Medina
Architectural Services LLC

Architect: Alfredo Medina
Email: alfmedina@hotmail.com
Phone: 321 315 4766
Address: 11820 Scotty Dr., Orlando, FL, 32821
United States

ARCHITECT:

Alfredo Medina, Florida License # AR102689

STATE OF FLORIDA ALFREDO MEDINA AR102689 REGISTERED ARCHITECT

SUBMISSION NAME:	**Preliminary review**
SUBMISSION DATE:	**...**
SHEET ISSUE DATE:	**9/11/24**
PROJECT NUMBER:	**2402**
PROJECT NAME:	**Daycare**
PROJECT NUMBER:	**16030 Okeechobee Blvd., Loxahatchee, FL 33470**
SHEET NAME:	**Preliminary site plan, context, scale 1-30**
SHEET NUMBER:	**A113** 78

AGENDA ITEM NO. 8.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

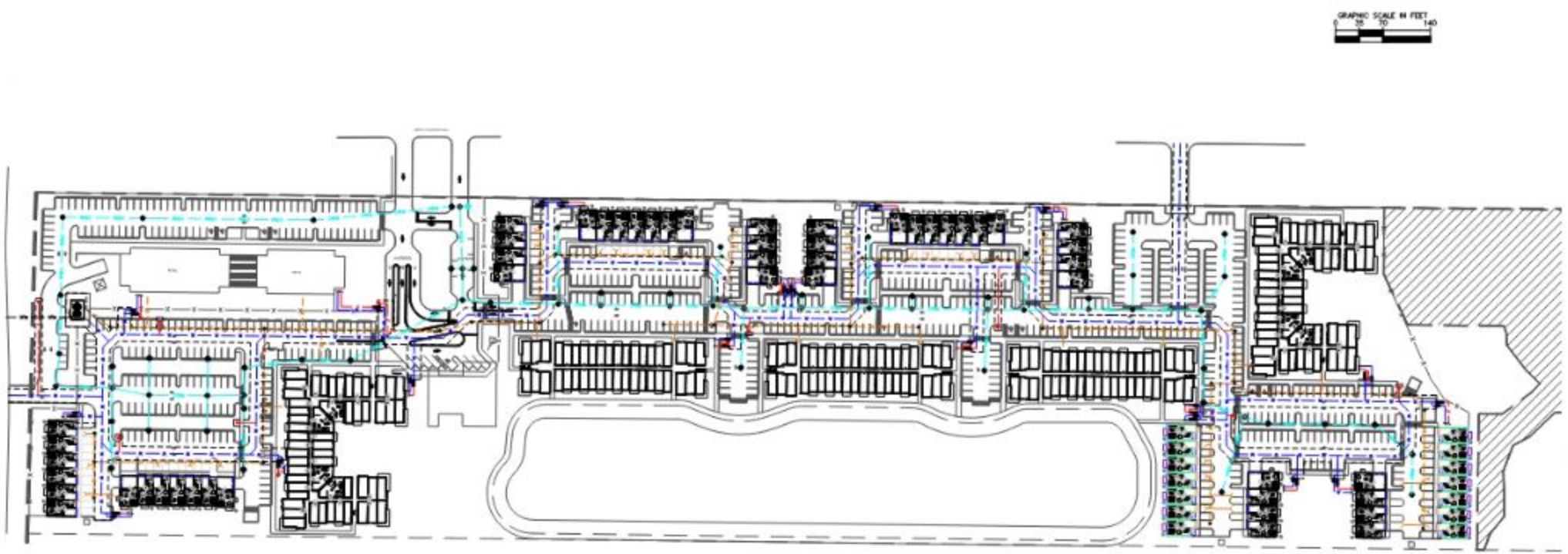
Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER GOVERNMENTAL UPDATES**
SUBJECT:	Unit 19B Northlake
BACKGROUND:	The project engineer contacted the District Engineer to discuss the entrance onto 140th. An in process site plan was projected onto the computer screen and the graphic attached is a clip of that plan. There is a proposed major change in the site plan to incorporate residential.
FISCAL IMPACT:	None
RECOMMENDATION:	None, this item is for informational purposes

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ATTACHMENTS:
2024_1112_Plan.pdf


GRAPHIC SCALE IN FEET
0 35 70 140

AGENDA ITEM NO. 10.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	**FACILITIES, PARKS & RECREATION AGENDA**
SUBJECT:	Approval: Facility Use Permit for Breakthru Athletic League
BACKGROUND:	Breakthru Athletic League is hosting their Season 1 Pickleball tournament at Sycamore Park starting November 24th, 2024, through February 2nd, 2025, from 3:00pm-6:30pm every Sunday evening, weather permitting. Season dates include possible weather rainouts and set up and break down times.
FISCAL IMPACT:	Fee Waiver for the following: Deposit: $200 Rental Fee: $1,650
RECOMMENDATION:	Motion to approve Breakthru Athletic League's permit request to use Sycamore Park for their Season 1 Pickleball Tournament, subject to staff and legal review.

ATTACHMENTS:

BA pickleball tournament permit application 11-24-24 through 2-2-25.pdf

Facility Information

Any group or organization with larger than 10 participants utilizing our sports fields require a permit.

Receipt of the application is not a guarantee of facility use. Application will not be finalized until approved and executed by the Parks and Recreation Director or designee. Submit this application form online or in person to: 14893 89th pl N west Palm Beach Fl 33412.

The facility use application form is only available online

FACILITY USE POLICIES & PROCEDURES

RATES AND FEES

* **Type of Facility Requested**
Other

* **Name of Facility Requested**
Sycamore Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
Yes

Read-Only Text

* **Name of Organization/Applicant**
BA Athletic League Pickleball

* **Email Address**
wahoobill@bellsouth.net

* Full Address
14921 Tangerine Blvd
Loxahatchee Florida 33470

Phone
(561) 723-5787

Event Details

* **Name of Event**
BA Pickleball league

* **Description of Event**
Pickleball season to start November 24th through Feb 2nd. Use all 4 pickleball courts at Sycamores park between 3-6pm Sunday's. Approximately 15-20 teams of two people.

* **Event Date**
11/24/2024

If you have selected a park pavilion, please select the time slot(s) you would like to rent:

If you have selected to host a special event, rent Hamlin House, or rent a sports field please enter the times you would like to rent, please keep in mind this does include set up and break down.

Enter the requested time(s) for your event
3pm-6pm every Sunday from November 24-Feb 2nd

Please answer all questions correctly. Unanswered questions may delay your request.

Special Requests
None

* **Is this event advertised or open to the public?**
Yes

* **Is this a fundraising event/revenue producing event?**
Yes

* **Will there be soliciting or selling of any kind?**
No

* **Will there be amplified sound at this event?**
No

Will there be a bounce house at this event?
No

* **Will there be any type of display or advertizing at this event?**
Yes

* **Will there be a charge to enter this event? (If yes, how much?)**
Yes

$
80

* **Will alcohol be served at this event? (If yes what type)**
No

Type of Alcohol
SKIPPED

* **Will you be using a caterer for this event? (If yes please fill out the information below)**
No

Contact info
William Basso 561-723-5787

PLEASE READ CAREFULLY

INDIAN TRAIL FACILITY USE REQUIREMENTS AND CONSIDERATIONS

INDIAN TRAIL RULES_REGULATIONS_INDEMNIFICATION

BOUNCE HOUSE POLICY ACKNOWLEDGEMENT

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be cancelled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

*By signing below I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

* **Signature and Date**
William Basso 10/20/24

AGENDA ITEM NO. 10.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: November 13, 2024

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Policies

AGENDA SECTION: **FACILITIES, PARKS & RECREATION AGENDA**

SUBJECT: Consider: Updates to the Facilities, Parks and Recreation Policies and Procedures.

BACKGROUND: Minor adjustments have been made to the Facilities, Parks and Recreation Policies and Procedures that were Approved on April 17th, 2024.

These changes are as follows:

Page 6 Section 4: Park Facilities: Hours of Operation - f. Citrus Grove Park 8:00 AM - 9:00 PM

Page 28 Section 14: Insurance - Added updated insurance information.

Page 45 Exhibit "A" Facility Use Permit Application - Added Exhibit "A" Facility Use Permit Application (See separate attachment for details)

Page 46 Exhibit "B" Special Event Permit Application - Added Exhibit "B" Special Event Permit Application (See separate attachment for details)

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: Motion to approve the updated park hours to Citrus Gove Park, updated insurance requirements as stated in Section 14 and the addition of Exhibit "A" and Exhibit "B" to the Facilities, Parks and Recreation Policies and Procedures.

ATTACHMENTS:

Facilities Parks and Recreation Policies and Procedures Rev. 2024 - Approved 4-17-24_final complete with Equestrian Policy.pdf
FACILITY USE PERMIT_blank_Exhibit A.pdf
SPECIAL EVENT PERMIT_blank_Exhibit B.pdf

FACILITIES, PARKS & RECREATION DEPARTMENT

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

POLICIES AND PROCEDURES

Approved – 17th day of April 2024

Policies and Procedures
Facilities, Parks & Recreation Department

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Policies and Procedures
Facilities, Parks & Recreation Department

SECTION 1. POLICY STATEMENT

District parks and facilities shall be available for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community, or may be otherwise approved by the Board of Supervisors. However, the District's parks and facilities have limited capacity. The purpose of the Facility Use & Rental Policy is to ensure that park service capacity is allocated in a fair and equitable manner. Fees charged for the use of District facilities and parks are intended to financially assist with the ongoing maintenance and operation costs in providing this community service. The Executive Director may establish and modify operational procedures consistent with this Policy. The Parks and Recreation Director may periodically review the Facility Use & Rental Policies and Procedures and Parks and/or Recreation Fee Schedule to make recommended recommendations for change and/or updates. Upon recommendation by the Executive Director, the changes or updates to the Facility Use & Rental Policies and Procedures and/or Parks and Recreation Fee Schedule will require approval by the Board of Supervisors.

SECTION 2. AUTHORITY

SECTION 3. DEFINITION OF TERMS

"Adult" means any individual over the age of 18.

"Alcohol use" refers to any beverage that contains any amount of alcohol.

"Applicant" means an individual or group which submits a completed application for a Park Facility Use Permit and the required deposit to use the District's facility pursuant to the terms of this Policy.

"Application" means the form an "Applicant" completes when applying to rent a facility, field, equipment, or other item listed in the Parks and Recreation Fee Schedule.

"Athletic Fields" means fields designated for permitted athletic use only.

"Board of Supervisors" means the governing body of the Indian Trail Improvement District.

"Bounce House" means a springy, inflatable structure that often times has four vertical wall or column structures that is meant for jumping and other play activities.

"Children or Minor" means any individual SEVENTEEN (17) years of age or younger.

"Confirmed Reservation" means a reservation issued in writing by the Facilities, Parks and Recreation Director or designee upon approval of a Facility Use Application for use of a park, field or facility or some portion thereof by an applicant, after all requirements of the Facility Use & Rental Policy are met.

"Deposit" means a sum of money to secure the exclusive use or reservation of a park, facility, field or other park amenity and to be held in escrow by the District to cover any damages or other costs in which an applicant may cause. In the case of no damage or other costs, then the deposit will be returned per the District Finance Department Deposit Procedures.

"District" means the Indian Trail Improvement District, acting through its officials, representatives, agents, and employees.

"District-Recognized Group" means a non-profit organization or entity that is based in and primarily serves residents of the District; or any organization or entity which has executed a service or other agreement with the District. The group shall have a service basis in the District if its principal place of business or residence of any officer is located within the District's Legislative boundaries. This information, as well as the group's non-profit status, shall be verified by the Florida Secretary of State.

"Domesticated Animal" means animals that have been bred in captivity for many generations to live alongside humans and are different from their wild ancestors or cousins based on genetics and behavior and even appearance.

"Equine" means a horse, pony, mule or donkey as defined in Ch. 773, Florida Statutes. Per F.S. 773.01(2).

"Executive Director" means the administrative officer of the Indian Trail Improvement District.

"Facilities, Parks and Recreation Director" means the administrative officer over the Facilities, Parks, and Recreation Department of designee.

"Fee" means a form of payment to rent, hold a special event or have other special access or usage that is not considered general recreation play or is not within a Service Provider Agreement.

"Horse" herein shall include any "equine" as that term is defined in Ch. 773, Florida Statutes.

"Inquiry" means when an individual or representative of a group seeks information about available dates for possible use by the individual or group.

"ITID" means Indian Trail Improvement District, acting through its officials, representatives, agents, and employees.

"Local School District" means Palm Beach County School District and any schools that are located within the District or which serve District residents.

"Long-Term Special Permit" means a permit that is continuous for a specified period of time that is issued by the Board of Supervisors to the entity or individual which may include "first priority" rental status for fields or a facility or amenity.

"Multi-Purpose Field" means a field that may be used for any type of sport or athletic use and could be considered for either open recreation play or permitted play by designation within this Policies and Procedures.

"Non-Residents" means those who reside outside of a Unit of Development with a Recreation Component and pay for such benefits through the "Parks Assessment."

"Open Play or Recreation" means open to the general public for open use and does not require a permit or rental.

"Other Government Agencies" means government agencies other than the District, which serve the District's community (e.g., Palm Beach County, elected officials; State agencies and elected officials;

Federal agencies, departments, and elected officials). Inter-agency programs in which the District participates shall be included.

"Patron" means a person who is informally using a park, participating in a program, or attending an event.

"Pavilion" means an open air, roofed structure.

"Playground" means an area that is set aside for play equipment and other similar amenities.

""Other Government Agencies" means government agencies other than the District, which serve the District's community (e.g., Palm Beach County, elected officials; State agencies and elected officials; Federal agencies, departments, and elected officials). Inter-agency programs in which the District participates shall be included.

"Permitted Field" means a permit or rental is required for the use of a District field as designated within this Policies and Procedures.

"Recreation Field" means a field that is available for "Open Recreation" and does not require any permit or rental agreement.

"Rental" means the exclusive use of a park, facility, field, pavilion, or other park amenity as set forth within this Policies and Procedures, and requires certain applications, fees, deposits or other processes to secure a reservation.

"Residents" means person or persons who live within a Unit of Development with a Recreation Component and pay for such benefit through the "Parks Assessment."

"Service Provider" means a "District-Recognized Group" that has an approved and active Service Provider Agreement approved by the Board of Supervisors.

"Service Provider Agreement" means a written, executed contract between a "Service Provider" and the "District" that outlines the scope of services, obligations, rules, guidelines, and other pertinent information.

"Spectator" means a person who is attending or viewing an event or program.

"Staff" means an employee dutifully hired and in the employ of the Indian Trail Improvement District.

"User" means a person who formally rents or obtains a permit to have exclusive use of a park or facility for a program, event, or other activity.

"Violation" means an action or behavior that does not comply with the District Facilities, Parks and Recreation Policy, Palm Beach County Ordinances or State Statutes or is an unacceptable conduct of a park patron.

Volunteer" means an individual who is not receiving any compensation or other benefits to perform certain functions or tasks on behalf of the District.

SECTION 3. STAFF RESPONSIBILITIES

Staff shall:

1. Be responsible for enforcement of all policies, rules and regulations established in this Policy and may deny or terminate use of a facility at any time if determination is made that the use does not conform to the requirements of this Facility Use & Rental Policy, violates the terms of any use permit, or may cause damage to the facility.
2. Oversee and supervise all events at District facilities for the safety and wellbeing of the public and proper maintenance of the facility.
3. Be responsible for and have complete authority over the facility being used, all equipment, participants, activities, alcohol use and security on site per the terms of this policy.
4. Have authority to request changes in activities or cessation of objectionable activities. Users shall comply with staff requests and instructions. Failure to comply with reasonable staff requests shall be grounds for staff to immediately terminate use of the facility or park and request the individual to leave the District's property.
5. Have the authority to oversee and supervise all contractors hired by the District to perform a service for or on behalf of the District.

SECTION 4. PARK FACILITIES: HOURS OF OPERATION

This policy applies to the following District facilities, parks, athletic fields, open recreation areas, playgrounds, recreation fields and pavilions: The Facilities, Parks and Recreation Director may approve permit times outside of the hours of operation subject to staff availability and appropriate fees paid if applicable.

a. Acreage Community Park North Athletic Campus: Mon-Sun: 8:00 AM – 9:00 PM
b. Acreage Community Park South Athletic Campus: Mon-Sun: 8:00 AM – 9:00 PM
c. Acreage Community Park South Entertainment Campus: Mon-Sun: 8:00 AM – 9:00 PM
d. Acreage Community Park Skate Park: Mon-Fri: 3:00 PM – 9:00PM, Sat-Sun 8:00AM – 9:00PM. Non-School Day Hours 8:00 AM – 9:00 PM
e. Bob Hoefl Park: Mon-Sun: 8:00 AM – Sunset
f. Citrus Grove Park: Mon-Sun: 8:00 AM – 9:00 PM
g. Coconut Park: Mon-Sun 8:00: AM – Sunset
h. Downers Park: Mon-Sun: 8:00 AM – Sunset
i. Hamlin House: Mon-Fri 5:00 PM – 9:00 PM, Sat-Sun 8:00 AM – 9:00 PM
j. Kidscape Park: Mon-Sun: 8:00 AM – Sunset
k. Nicole Hornstein Equestrian Park: Mon-Sun: 7:00 AM – 9:00 PM
l. Sycamore Park: Mon-Sun 8:00 AM – Sunset
m. Temple Park: Mon-Sun 8:00 AM – Sunset

SECTION 5. FACILITY USE ASSIGNMENT: PRIORITY RANKING

Use of District parks and facilities will be assigned to individuals or groups on a first come-first serve basis, and applicable fees/deposits therefore charged, according to the following Priority Categories, in descending order of priority:

Group A: Open Activities conducted and/or sponsored by the District.

Group B: Open Activities conducted by District-Recognized Groups as outlined and subject to the scope of the corresponding Service Provider Agreement or Long-Term Permit.

Group C: Open Activities conducted by Other Governmental Agencies or the Local School District.

Group D: Private Events conducted by residents, other resident groups/organizations, and businesses based in the Unit of Development that has a Parks Component and pays for such benefit through a Parks Assessment.

Group E: Private Events conducted by non-residents, non-resident groups/organizations, and businesses based outside of a Unit of Development that has a Parks Component and pays for such benefit through a Parks Assessment.

SECTION 6. GENERAL OPERATING REGULATIONS

a. All District parks and facilities are alcohol, drug, and tobacco free. This includes vaping, dipping, and chewing tobacco. Those persons wishing to smoke or use tobacco items must do so outside of the park. Alcohol use is only allowable at certain parks for events or rentals as outlined in Section 7.
b. The Facilities, Parks and Recreation Director reserves the right to approve or deny all facility use, athletic use, or event permit applications except for those requesting fee waivers, or extenuating circumstances outside of normal requests, which will require approval by the Board of Supervisors.
c. The User or permit holder must attend the permitted event and shall remain on-site until all patrons have left and will perform a walk-through of the facility or park with District staff prior to leaving to ensure that the facility or park is restored to its original condition.
d. The District requires a responsible individual over the age of SIXTEEN (16) to supervise any children under the age of THIRTEEN (13) while using or enjoying a park or facility.
e. Applications and fees will only be accepted during regular business hours except for online payments.
f. No overnight parking unless specifically authorized by the Facilities, Parks, and Recreation Director.
g. Non-Profit organizations with Service Provider Agreements with the District and a valid 501© are eligible to utilize the Hamlin House on a once-a-month basis for meetings with the approval from the Facilities, Parks, and Recreation Director. Additional days can be requested and approved by the Facilities, Parks, and Recreation Director on an as-needed basis. Hamlin House requests are subject to availability. An entity with an approved Service Provider Agreement will be subject to the requirements and specifications within their respective Service Provider Agreement.
h. Patrons, Users or Permit Holders experiencing a non-emergency park or facility issue are encouraged to contact the Facilities, Parks, and Recreation Department.
i. The District may require any Service Providers, Users or Permit Holders to provide Criminal Background Checks for volunteers, coaches, referees/umpires, concession attendants or any other person who may interact or supervise children under the age of SEVENTEEN (17).
j. Unapproved clinics, lessons or other financial producing activities are strictly prohibited without the approval of the District. Failure to abide by these rules may result in the suspension or trespass from District property.
k. Skateboards, in-line skates, scooters, roller skates or similar forms of transportation are prohibited in any District park, unless the area is designated for that form of transportation, such as a skate park. Riders under the age of 18 must be accompanied by an adult and must wear an approved helmet.

l. Motorized vehicles must remain within the parking areas, or roadways permitted. Motorized vehicles will NOT be permitted outside of parking areas or roadways without the approval of the District.

SECTION 7. APPLICATION PROCEDURES & PERMIT REQUIREMENTS

A. **Inquiries**: Any interested party who makes an Inquiry for facility/pavilion/athletic field availability and makes a rental appointment to finalize a rental permit and pay applicable fees and deposits. The interested party must complete a Facility Use Application, sign a permit, and pay all applicable fees and deposit amounts prior to finalizing the permit to secure the dates, times and locations as outlined in the Facility Use Application.

B. **Application Procedures**: All Applicants must be TWENTY-ONE (21) years of age or older and complete a District Facility Use Application ("Application") and pay all applicable fees and deposits per the District Parks and Recreation Fee Schedule at the time of completing a Facility Use Application. The District will not be responsible for reserving dates without a completed permit, and all applicable fees and deposits. Permit requests are scheduled on a first come first serve basis. All potential users shall complete an application a minimum of FIVE (5) business days prior to the rental date. Additional fees may be required from the applicant when limited advance notice is provided as determined by the Parks and Recreation Fee Schedule

A copy of the Facility Use Permit is attached as **Exhibit "A"**.

C. **Insurance Requirements:** Applicants with groups above 50 individuals (participants) and/or requiring special requests, such as bounce houses, will be required to meet the District's minimum insurance requirements. Proof of insurance must be submitted to the District's Parks and Recreation Department prior to the final approval of any applicant's permit request. Failure to provide the required insurance will result in the cancellation of the permit.

1. **Commercial General Liability Insurance Policy** – limits of at least $1,000,000 each occurrence
2. **Participant Legal Liability** – This must be shown on the certificate.
3. **Products Liability Coverage** – Required only for the sale of any products including food and beverages.
4. **Automobile Liability insurance** – Limits of at least $1,000,000 each accident (required only if using a mobile concession vehicle or if using a vehicle to transport participants, goods, equipment to and from the District Park or Property.)
5. **Insurance Rating** – Insurance companies should have an A.M. Best's rating of B+VIII or higher.
6. **Indian Trail Improvement District** – Listed as additional insured if using District facilities.

7. **Certificate holder shall read:**

Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida 33412
Attn: Facilities, Parks, and Recreation Director

***Please see Section 14 for more details regarding insurance requirements**.

D. **Reservation Policies**

1. Applicant(s) must be TWENTY-ONE (21) years of age or older.
2. Reservations may not be submitted any earlier than THREE (3) months in advance.
3. Reservations will be on a first come, first served basis.
4. The approval reservation date of use requested by Applicant must meet all terms and conditions as outlined in the above Sections of this Policy.
5. The District may accept Reservations made less than FIVE (5) business days in advance of the rental date, if the facility and required staff are readily available. The District may require additional fees from the applicant when limited advance notice is provided as outlined in Exhibit B; Fee and Rental Rates.
6. All reservations are subject to the approved fees and deposit requirements outlined in Exhibit B; Fee and Rental Rates.
7. Confirmation of a reservation shall be given after the payment of all appropriate fees and deposits; and the submittal of all respective permits and/or licenses and insurance requirements.
8. Pavilions are available for reservation based on a "Per Time Block Schedule." Pavilion Time Block Schedules are from 8:00 AM - 11:00 AM; 12:00 PM - 3:00 PM; and 4:00 PM – 7:00 PM. Applicants can reserve all Time Block Schedules to secure a full day if additional time is required. Reservation(s) for a combination or all Time Block Schedules, will require full rental payment of the reserved Time Block Schedules. Only ONE (1) Deposit will be required when renting a combination or all Time Block Schedules on the same day.
9. A small portable grill may be used during a facility or park rental. Grills in excess of 200 square inches will require approval from the Facilities, Parks and Recreation Director and are subject to additional fees and/or insurance requirements.

E. **Denial of Permit Applications**

The District may deny a use and/or the application for a permit for any of the following reasons:

a. The facility is incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.
b. If applicable, the user fails to demonstrate the ability to provide adequate security to ensure the safe conduct of an event.
c. The applicant fails to comply with all of the conditions of this Policy or those set forth in the rental contract.

d. The permit holder is directly responsible for the conduct of all participants. Any person or persons violating the facility rental agreement, or park rules and regulations, or in the opinion of the District's Facilities, Parks, and Recreation Director constituting a public nuisance, potential hazard to public or park property, or exhibiting disorderly conduct, may be expelled from the park property by the District.
e. The activity is likely to cause physical damage to the facility, grounds, fields, or its equipment.
f. Conditions for the issuance of a facility use permit remain unfulfilled.
g. If it comes to the attention of the District that the application has or will violate any law or regulation relating to the rental of the District facility or that the proposed use of the facility will violate any District Policies, Palm Beach County Ordinance and/or Federal and State Statutes.
h. Another event is already scheduled on the requested date.
i. The applicant previously used the facility and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning.
j. Vandalism and/or illegal acts.
k. Weather emergencies, Acts of God, etc.

F. Facility Use Permits

1. Upon approval of an application, a Facility Use Permit will be issued authorizing the requested use of the facility. Requesting user must sign the permit and agree to all terms and conditions thereof.
2. The Facilities, Parks and Recreation Director may attach such conditions to the permit deemed necessary for the protection of the public health, safety, welfare, and the maintenance and operation of the facility.
3. The permit holder may not transfer, assign, or sublet use of the reserved facility or apply for use on behalf of another person or organization. The permit holder must be TWENTY-ONE (21) years or older and be present for the duration of the event. Failure to comply shall result in forfeiture of fees and/or deposits.
4. If at any time prior to or during the scheduled event the permit holder is not in compliance with the policies and regulations stated in this Policy, or the conditions of the Facility Use Permit, and after notice of non-compliance, has failed or refused to comply (or compliance is no longer possible), the District, acting by and through the Facilities, Parks and Recreation Director or his/her designee, may cancel the reservation or terminate the event. Under those circumstances, no deposits and/or fee(s) previously paid by the applicant shall be returned.
5. The District is not responsible for any damage done to the renter's equipment while on District property, or if the equipment is stolen. Should the equipment cause damage to District property, the user group will be responsible for providing the District with restitution.

G. Bounce House Policy

1. Bounce Houses are permitted in all District parks with the approval of the Facilities, Parks, and Recreation Director, who may request approval from the Board of Supervisors prior to issuing the permit.
2. The use of self-contained, inflatable water slides, inflatable water pools or any bounce house that requires water is not permitted within any District Park or Property.
3. No more than TWO (2) bounce houses may be reserved and used during a facility or park rental. Any facility or park rentals requesting more than TWO (2) bounce houses will be required to complete a Special Event Application form and will require approval from the Facilities, Parks and Recreation Director who may request approval from the Board of Supervisors prior to issuing the event permit. Bounce Houses or Slides (no water slides) will require a special fee, insurance and must be approved by the Board of Supervisors.
4. No more than TWO (2) – TEN (10) by TEN (10) tents may be reserved and used during a facility or park rental. Facility or park rental requests requiring more than TWO (2) – TEN (10) by TEN (10) tents will be required to complete a Special Events Application and will require approval from the Board of Supervisors and additional deposit and rental fees as outlined in Exhibit B; Fee and Rental Rates.
5. No Bounce Houses or other types of slides (no water slides) or temporary structures, except for TWO (2) – TEN (10) by TEN (10) tents, shall be permitted on any Athletic, Open Recreation or Multi-purpose Field without approval from the Board of Supervisors and additional deposit and rental fees as outlined in Exhibit B; Fee and Rental Rates.
6. A commercial vendor must supply, set up and tear down the bounce house(s).
7. The vendor must provide a generator to power the bounce house. Park electric will not be permitted or available for this purpose. Violation of this requirement will result in the forfeit of their deposit.
8. The vendor must provide the District with the appropriate insurance subject to the District's Insurance requirements found in Section 7(c) of the Facilities, Parks, and Recreation policy prior to the rental date.
9. Bounce House(s) set up location must be approved by the District.
10. Bounce House(s) may not be set up earlier than 1 hour prior to the start of the permit and must be removed upon completion of the permit.
11. The permit holder is responsible for monitoring the use of the bounce house(s).
12. The permit holder may not leave the park or facility until the bounce house(s) have been removed. Violation of this requirement will result in the forfeit of their deposit.
13. If the District receives a nuisance complaint the permit holder must cease the use of the bounce house(s). The District will not be responsible for the loss of the use of the bounce due to the negligence of the permit holder.
14. The District will not be responsible for damage that may occur to the bouse house(s) for any reason. It is the responsibility of the permit holder to assure that the set-up site is free of obstructions and potential hazards.

H. Payments, Fees, & Deposits

1. In General

a. All contracts are subject to rental and cancellation fees and deposit requirements established in the District Board approved Parks and Recreation Fee Schedule.
b. Rental fees must be paid in full prior to the rental date(s) and location(s) being reserved. Payments can be made by personal or business check, cashier's check, credit card, or cash.
c. Failure to comply with the payment procedure in this policy may result in the cancellation of the facility rental or event. Cancellation and returned payment fees will apply.
d. In the event of damage, destruction or defacement to property, the applicant shall be liable for all expenses required to repair, restore, or replace the facility, its furnishings, or equipment to its original condition. If damage has incurred, the applicant shall be required to pay the full cost of the necessary repairs, including damage that exceeds deposit amounts.
e. Cleaning and alcohol deposits shall be refunded if proper cleanup is completed, and no damage is incurred as a result of the rental. This determination will be made by staff.
f. Applicable deposit balances will be refunded 30 days.

2. **Cancellation and Refunds**

All rentals shall adhere to the following cancellation/refund policy:

a. The District shall not assess any fees if the cancellation is made TEN (10) or more business days prior to the start of a rental or a special event.
b. Cancellations made less than TEN (10) business days prior to the start of a rental, or a special event will be subject to a cancellation fee.
c. A date change is subject to facility and staff availability.

I. **Security**

a. The District reserves the right to require security as staff deems appropriate.
b. The cost of security will be the responsibility of the applicant.

SECTION 8. ALCOHOL USE

A. Alcohol use is allowed at Acreage Community Park North Athletic Campus, Acreage Community Park South Athletic Campus, Acreage Community Park Entertainment Campus, Nicole Hornstein Equestrian Park, and Hamlin House with written permission from the Facilities, Parks, and Recreation Director. All approved alcohol use must comply with applicable State Statutes and provisions of this Policy. Failure to comply with any regulations will result in the immediate revocation of the permission to use alcohol and termination of the event. The District may require additional regulations and specifications in the facility use permit for any event.

B. **General Alcohol Regulations**

1. Other than permitted alcohol approval at Acreage Community Park North Athletic Campus, Acreage Community Park South Athletic Campus, Acreage Community Park Entertainment

Campus, Nicole Hornstein Equestrian Park and Hamlin House, District parks and facilities are alcohol free.

2. The District shall require an alcohol permit fee in the amount established in Exhibit B, Fee and Rental Rates.
3. To serve alcohol, the District shall require proof of Full Liquor Liability Insurance coverage.
4. The sale of alcohol at private parties, including but not limited to weddings, anniversaries, birthdays, etc. must be arranged through a caterer with a valid license obtained from the Florida Division of Alcoholic Beverages and Tobacco. NO EXCEPTIONS.
5. Non-profit organizations may serve alcoholic beverages by obtaining a temporary permit from the Florida Division of Alcoholic Beverages and Tobacco.
6. Alcohol shall not be served to any person under the age of TWENTY-ONE (21). The user's failure to comply, monitor and enforce these provisions is grounds for the immediate termination of the activity; forfeiture of the refundable deposits; and all reservation fees. The District may pursue criminal charges and/or civil legal action against the User.
7. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on District premises, including but not limited to the Acreage Community Park North Athletic Campus, Acreage Community Park South Athletic Campus, Acreage Community Park Entertainment Campus, Nicole Hornstein Equestrian Park and Hamlin House, shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the Facility Use Permit for the facility agree to indemnify the District for any such injuries.
8. Service of alcohol is only allowable during the approved alcohol service time.
9. All alcohol must be distributed by server(s), who are TWENTY-ONE (21) years of age or older, from behind a table or a bar, which must be monitored by the server at all times. The server(s) must be a member of the catering staff or a hired bartender and may not be a guest of the event. The server(s) must be an adult, over the age of TWENTY-ONE (21) and is required to submit a copy of his/her driver's license a minimum of FIVE (5) business days prior to the event. The server(s) is responsible for ensuring that guests are over the age of TWNETY-ONE (21) and not over-served or acting irresponsibly. The server shall not consume any alcohol while on duty. The District reserves the right to require Criminal Background Checks of any caterer, its employees or volunteers.

C. **Liquor License Requirements**

1. No sales or requests for donations for alcohol are permitted without a license from the Florida Division of Alcoholic Beverages and Tobacco. A copy of the license must be posted in plain view near the bar, or other location, where the alcohol is being served.
2. Non-Profit Organizations: A ONE (1) day alcoholic beverage permit can only be issued to non-profit organizations and only if the proceeds are going back to that Non-Profit organization.
3. Private Parties: Private parties (e.g., weddings, anniversaries, birthdays, meetings, or anyone other than a non-profit organization) shall not sell alcohol on their own but must arrange sale through a licensed caterer. The caterer must have a state license which enables the caterer to sell beer, wine, & distilled spirits (hard liquor). If the caterer does not have this license, the

private party cannot sell alcohol. NO EXCEPTIONS. It is illegal for a private party to sell alcohol on their own.

SECTION 9. ACREAGE COMMUNITY PARK NORTH ATHLETIC CAMPUS

a. Acreage Community Park North Athletic CAMPUS is an open-use facility. The North Athletic Campus is only open during the hours under Section 4.
b. Any group(s) or organization(s) with TEN (10) or more participants requesting to utilize or use a North Athletic Campus "Athletic Field" will require a permit.
c. The North Athletic Fields designated for baseball or softball will be restricted to only those uses, unless the Facilities, Parks and Recreation Director approves the usage.

SECTION 10. ACREAGE COMMUNITY PARK SOUTH ATHLETIC CAMPUS

This is intentionally left blank until further information is provided by the Environmental Resource and Management Department of Palm Beach County.

SECTION 11. EQUESTRIAN POLICIES & PROCEDURES

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Policies and Procedures
Facilities, Parks & Recreation Department

SECTION 1. POLICY STATEMENT

District parks and facilities shall be available for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community, or may be otherwise approved by the Board of Supervisors. However, the District's parks and facilities have limited capacity. The purpose of the Equestrian Policy is to ensure that park service capacity is allocated in a fair and equitable manner. Fees charged for the use of District facilities and parks are intended to financially assist with the ongoing maintenance and operation costs in providing this community service. The Executive Director may establish and modify operational procedures consistent with this Policy. The Facilities, Parks and Recreation Director may periodically review the Equestrian Policies and Procedures and Equestrian Fee Schedule to make recommendations for changes and/or updates. Upon recommendation by the Executive Director, the changes or updates to the Equestrian Policies and Procedures and/or Equestrian Fee Schedule will require approval by the Board of Supervisors.

SECTION 2. DEFINITION OF TERMS

"Adult" means any individual over the age of 18.

"Alcohol use" refers to any beverage that contains any amount of alcohol.

"Applicant" means an individual or group which submits a completed application for a Park Facility Use Permit and the required deposit to use the District's facility pursuant to the terms of this Policy.

"Application" means the form an "Applicant" completes when applying to rent a facility, field, equipment, or other item listed in the Parks and Recreation Fee Schedule.

"Athletic Fields" means fields designated for permitted athletic use only.

"Board of Supervisors" means the governing body of the Indian Trail Improvement District.

"Children or Minor" means any individual SEVENTEEN (17) years of age or younger.

"Commercial Rider" any rider or patron utilizing the District park system for commercial use.

"Confirmed Reservation" means a reservation issued in writing by the Facilities, Parks and Recreation Director or designee upon approval of a Facility Use Application for use of a park, field or facility or some portion thereof by an applicant, after all requirements of the Facility Use & Rental Policy are met.

"Deposit" means a sum of money to secure the exclusive use or reservation of a park, facility, field or other park amenity and to be held in escrow by the District to cover any damages or other costs in which an applicant may cause. In the case of no damage or other costs, then the deposit will be returned per the District Finance Department Deposit Procedures.

"District" means the Indian Trail Improvement District, acting through its officials, representatives, agents, and employees.

"District-Recognized Group" means a non-profit organization or entity that is based in and primarily serves residents of the District; or any organization or entity which has executed a service or other agreement with the District. The group shall have a service basis in the District if its principal place of business or

residence of any officer is located within the District's Legislative boundaries. This information, as well as the group's non-profit status, shall be verified by the Florida Secretary of State.

"Executive Director" means the administrative officer of the Indian Trail Improvement District.

"Facilities, Parks and Recreation Director" means the administrative officer over the Facilities, Parks, and Recreation Department of designee.

"Fee" means a form of payment to rent, hold a special event or have other special access or usage that is not considered general recreation play or is not within a Service Provider Agreement.

"Groundwork" shall include but not limited to lunging, cavaletti, poles, etc.

"Horse" herein shall include any "equine" as that term is defined in Ch. 773, Florida Statutes. Per F.S. 773.01(2) Equine means a horse, pony, mule or donkey.

"Inquiry" means when an individual or representative of a group seeks information about available dates for possible use by the individual or group.

"ITID" means Indian Trail Improvement District, acting through its officials, representatives, agents, and employees.

"Local School District" means Palm Beach County School District and any schools that are located within the District or which serve District residents.

"Multi-Purpose Field" means a field that may be used for any type of sport or athletic use and could be considered for either open recreation play or permitted play by designation within these Policies and Procedures.

"Non-Residents" means those who reside outside of a Unit of Development with a Recreation Component and pay for such benefits through the "Parks Assessment."

"Open Play or Recreation" means open to the general public for open use and does not require a permit or rental.

"Patron" means a person who is informally using a park, participating in a program, or attending an event.

"Recreation Field" means a field that is available for "Open Recreation" and does not require any permit or rental agreement.

"Recreation Rider" any rider or patron utilizing the District park system for recreational/non-commercial use.

"Other Government Agencies" means government agencies other than the District, which serve the District's community (e.g., Palm Beach County, elected officials; State agencies and elected officials; Federal agencies, departments, and elected officials). Inter-agency programs in which the District participates shall be included.

"Permitted Field" means a permit or rental is required for the use of a District field as designated within these Policies and Procedures.

"Physical Abuse" Per F.S. 828.12(1) A person who unnecessarily overloads, overdrives, torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, or cause the same to be done, or carries in or upon any vehicle, or otherwise, any animal in a cruel or inhumane manner, commits animal cruelty, a misdemeanor of the first degree, punishable as provided in s. 775.082 or by a fine of not more than $5,000, or both.

"Rental" means the exclusive use of a park, facility, field, pavilion or other park amenity as set forth within this Policies and Procedures, and requires certain applications, fees, deposits or other processes to secure a reservation.

"Residents" means person or persons who live within a Unit of Development with a Recreation Component and pay for such benefit through the "Parks Assessment."

"Service Provider" means a "District-Recognized Group" that has an approved and active Service Provider Agreement approved by the Board of Supervisors.

"Service Provider Agreement" means a written, executed contract between a "Service Provider" and the "District" that outlines the scope of services, obligations, rules, guidelines, and other pertinent information.

"Spectator" means a person who is informally using a park, participating in a program, or attending an event.

"User" means a person who formally rents or obtains a permit to have exclusive use of a park or facility for a program, event, or other activity.

"Violation" means an action or behavior that does not comply with the District Facilities, Parks and Recreation Policy, Palm Beach County Ordinances or State Statutes or is an unacceptable conduct of a park patron.

SECTION 3. STAFF RESPONSIBILITIES

Staff shall:

6. Be responsible for enforcement of all policies, rules and regulations established in this Policy and may deny or terminate use of a facility at any time if determination is made that the use does not conform to the requirements of this Equestrian Policy, violates the terms of any use permit, or may cause damage to the facility.
7. Oversee and supervise all events at District facilities for the safety and wellbeing of the public and proper maintenance of the facility.
8. Be responsible for and have complete authority over the facility being used, all equipment, participants, activities, alcohol use and security on site per the terms of this policy.
9. Have authority to request changes in activities or cessation of objectionable activities. Users shall comply with staff requests and instructions. Failure to comply with reasonable staff requests shall be grounds for staff to immediately terminate use of the facility or park and request the individual to leave the District's property.

SECTION 4. PARK FACILITIES: HOURS OF OPERATION

This policy applies to the following District facilities, parks, athletic fields, open recreation areas, playgrounds, recreation fields and pavilions: The Facilities, Parks and Recreation Director may approve permit times outside of the hours of operation subject to staff availability and appropriate fees paid if applicable.

n. Nicole Hornstein Equestrian Park: Mon-Sun: 7:00 AM – 9:00 PM
(All arenas close by 8:30 PM) Riders are expected to be completely packed up and exit the park by closing. Consistent failure to exit the park in a timely manner may result in the rider being suspended or trespassed from using the facility.

SECTION 5. GENERAL OPERATING REGULATIONS

m. All District parks and facilities are alcohol, drug and tobacco free. This includes vaping, dipping and chewing tobacco. Those persons wishing to smoke or use tobacco items must do so outside of the park.
n. Alcohol use is only allowable at certain parks for events or rentals as outlined in Section 7 of the Facilities, Parks, and Recreation Policy. Alcohol requests are subject to board approval through permit application requests.
o. The Facilities, Parks and Recreation Director reserves the right to approve or deny all facility use, athletic use, or event permit applications except for those requesting fee waivers, or extenuating circumstances outside of normal requests, which will require approval by the Board of Supervisors.
p. The User or permit holder must attend the permitted event and shall remain on-site until all patrons have left and will perform a walk-through of the facility or park with District staff prior to leaving to ensure that the facility or park is restored to its original condition.
q. The District requires a responsible individual over the age of SIXTEEN (16) to supervise any children under the age of THIRTEEN (13) while using or enjoying a park or facility.
r. Applications and fees will only be accepted during regular business hours except for online payments.
s. Patrons, Users or Permit Holders experiencing a non-emergency park or facility issue are encouraged to contact the Facilities, Parks and Recreation Department.
t. Unapproved clinics, lessons or other financial producing activities are strictly prohibited without the approval of the District. Failure to abide by these rules may result in the suspension or trespass from District property.
u. Skateboards, in-line skates, scooters, roller skates or similar forms of transportation are prohibited in any District park, unless the area is designated for that form of transportation, such as a skate park. Riders under the age of 18 must be accompanied by an adult and must wear an approved helmet.
v. Motorized vehicles must remain within the parking areas, or roadways permitted. Motorized vehicles will not be permitted outside of parking areas or roadways without the approval of the District.

SECTION 6. NICOLE HORNSTEIN EQUESTRIAN PARK – GENERAL RULES

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.

a. Physical abuse of any animal will not be tolerated and will be subject to immediate suspension and/or trespass from District property and may result in the notification to the appropriate authorities for potential criminal charges.
b. Park hours are from 7:00am-9:00pm. Riders are expected to be completely packed up and exit the park by closing. All arenas close at 8:30pm. Consistent failure to exit the park in a timely manner may result in the suspension or trespass of the rider and/or patron.
c. All Riders and/or Patrons with Equine Animals must possess and provide Current Negative Coggins.
d. Riders, spectators, and/or patrons at the Nicole Hornstein Equestrian Park are using it and its amenities at their own risk.
e. Canines must be on a leash no longer than 6 feet at all times. The dog's owner or caretaker is responsible for picking up and properly disposing of any waste.
f. A Canine exhibiting aggressive behavior may result in the Owner or Caretaker removing the Canine from the Park.
g. No skateboards, in-line skates, scooters, roller skates, motorized vehicles including but not limited to; one wheels, golf carts, ATV's, side-by-side's, dirt bikes etc. are permitted within the park. Staff has the authority to ask riders, patrons, or spectators to remove these items, or vehicles from the park.
h. No glass: all liquids must be kept in shatterproof containers.
i. Riders, Patrons, and Spectators using the park shall not touch or feed any animal that is not his or hers without permission from the Owner or Rider.

SECTION 7. HORSE & RIDER – RULES AND ETIQUETTE

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.

1. All riders and/or patrons with Equine animals utilizing the park shall complete a registration form, liability waiver, and provide current negative Coggins to the Facilities, Parks, and Recreation Department.
2. All Riders and/or Patrons with Equine Animals must possess and provide Current Negative Coggins.
3. Horses are to be washed at the designated wash rack stations.
4. While on all District property and regardless of a rider's style, riders under SIXTEEN (16) years of age: shall wear an approved safety helmet that complies with the standards of Section 773.06(02), Florida Statutes ("Nicole's Law").
5. Any rider under the age of FIFTEEN (15) years old must be accompanied by an Adult (18 years of age or older) when using the facility.
6. Any horse known to display harmful behavior (such as kicking or biting) must wear a red ribbon in its tail to alert other riders. Stallions will be required to wear a yellow ribbon to alert other riders. Riders must alert others of any behavioral issues with his or her horse.
7. Riders are prohibited from riding in a manner that will harm themselves, the horse, or others. Racing is prohibited.
8. Lunging is prohibited in any open area (see Arena & Round Pen Rules for Locations).

9. Grazing or feeding is allowable inside or on the outside of the owner's trailer. Owners shall remove any excess feed that may have fallen onto the ground.
10. No hay or hay bags will be allowed within the park area and can only be affixed to the interior or exterior of the trailer.
11. Horses shall not be loose, including being hobbled, in the park or facilities. Horses shall be tied to approved hitching posts only. Horses are not to be tied to fences, trees, pavilions, equipment, gates, etc.
12. Paved or concrete walkways are for pedestrians only. Horses may cross the paved walkways when entering and exiting the arenas.
13. Horses are strictly prohibited inside the picnic pavilion, playgrounds, chained or fenced off areas; or other areas designated "off limits".
14. All riders must wear proper attire, including proper footwear while utilizing the park.

SECTION 8. ARENA AND ROUND PEN – RULES & ETIQUETTE

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.

1. Physical abuse of any animal will not be tolerated and will be subject to immediate suspension and/or trespass from District property and may result in the notification to the appropriate authorities for potential criminal charges. A person who unnecessarily overloads, overdrives, torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, or cause the same to be done, or carries in or upon any vehicle, or otherwise, any animal in a cruel or inhumane manner. Suspicions or complaints regarding animal abuse will be reported to the proper authorities.
2. The Arenas and Round Pen are for "Equine" use only. Per F.S. 773.01(2)" Equine" means a horse, pony, mule, or donkey.
3. No barrels will be allowed in the Main Arena, East Arena, and Round Pen. Use of barrels will be only allowable in the West Arena.
4. Canines are not permitted in the Arenas or Round Pen.
5. Horses shall be lunged in the Round Pen only. In the event the Round Pen is unavailable, the East Arena may be used as an overflow Arena allowing for lunging.
6. All equestrian "Groundwork" must be done in the East Arena and/or Round Pen only.
7. A rider may not deny another rider's use of an arena or use of any facilities.
8. No cantering/loping except in the Arenas, Dressage Arena and Round Pen.
9. Tampering or changing of the lights, fencing, sprinklers, arena footing, etc. is strictly prohibited.
10. Dragging, grooming and/or maintenance of the Arenas and Round Pen is performed solely by staff.
11. Absolutely no feed, hay or water is permissible in the Arenas or Round Pen.
12. The use of the Round Pen shall have a time limit of 30 minutes for each person and horse if another is waiting to use it.

SECTION 9. PARKING LOT – RULES

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.

a. Any horse not properly hitched to a trailer or inside a trailer must be attended at all times.
b. No overnight parking unless specifically authorized by the Facilities, Parks and Recreation Director.
c. Manure must be picked up by the rider and removed from the property upon completion of use.
d. No trailers are to be unhooked while on District property or parks without approval from the District; certain exceptions may be approved by the Facilities, Parks, and Recreation Director or designee.
e. Equestrians riding, feeding, loading or unloading of equine animals in the parking lot due so at their own risk.

SECTION 10. EVENT OR COMMERCIAL USE

a. Unapproved clinics, audits, lessons or other financial producing activities are strictly prohibited without the approval from the District.
b. Training and lessons are prohibited without the written permission from Indian Trail Improvement District and would require a permit, permit fees, insurance, Coggins, and any additional information the District may need prior to the use of the park for commercial events/use.
c. All riders and patrons utilizing the park will be required to complete a registration form, liability waiver, and provide current negative Coggins to the Facilities, Parks, and Recreation Department.
d. Any party(s) looking to host an event or use it for commercial activity will be required to provide the District with the appropriate insurance requirements per the Facilities, Parks, and Recreation Policy and must meet minimum state requirements.
e. No Party or Rider has the authority to remove another Rider from use of an arena unless that particular arena has been rented. No more than 2 arenas may be rented at a time. The Round Pen is for public use only and cannot be rented. The remaining arena, not rented, will be for public use. If a Rider does need to be removed from an arena, then the appropriate staff shall be notified, and a staff person will remove that Rider.
f. The District may require any Service Providers, Users or Permit Holders to provide Criminal Background Checks for volunteers, coaches, referees/umpires, concession attendants or any other person who may interact or supervise children under the age of SEVENTEEN (17). All background checks will be subject to the District's risk management policy and require a level 2 background check.

SECTION 11. SPECTATOR RULES

a. Riders, Patrons, and Spectators using the park will not be permitted to touch or feed any animal that is not his or hers.
b. Spectators shall not stomp on bleachers, use air horns, make any clucking, kissing, whistling or any sound that may be distracting or used as a command to a horse. Any potential violation of this rule will be at the discretion of staff. If a violation has been confirmed, the individual/group who is causing the issue will be asked to discontinue with that distraction. If the individual/group fails to comply with staff's request that individual/group may be asked to leave District property.

SECTION 12. PARK VIOLATION PROCEDURES

a. Failure of a park patron, spectator, rider, or user to comply with the Facilities, Parks and Recreation Policy, Equestrian Policy, Palm Beach County Ordinance, State Statutes or other applicable policies, ordinances and/or laws may result in a warning, removal or may require interdiction with the Palm Beach County Sherriff's Office (PBSO) for further investigation and/or prosecution by the Palm Beach County Office of the State Attorney.
b. Any damages caused by a patron, spectator, rider, or user to any District property, will be subject to a trespass issuance, restitution and/or additional charges deemed appropriate by PBSO and/or the Palm Beach County Office of the State Attorney.
c. The District Legal Counsel shall review any non-accidental, malicious damage, caused by a patron, spectator, rider, or user to any District property. The review will be for any applicable civil claims or financial restitution against a patron and/or user including personal insurance (property or liability) regardless of any intervention or investigation by PBSO of the Palm Beach County Office of the State Attorney.
d. The District may choose to permanently refuse future rentals and/or other permits to users, patrons, spectators and/or riders who violate any Section of the Facilities, Parks and Recreation Policy.

SECTION 13. ENFORCEMENT

a. It shall be the duty and responsibility of all law enforcement officials within their jurisdiction to enforce all State laws, County ordinances, and County traffic regulations within the limits of all parks and other areas maintained and operated by the District.
b. It shall be the duty and responsibility of law enforcement officers and designated District employees to enforce all park rules and regulations. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by these rules or for any person to fail to comply with any lawful and reasonable order given by law enforcement officers or authorized District employees.
c. It shall be the duty and responsibility of law enforcement officers and authorized District employees to enforce all provisions of permits issued by the District. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by any permit issued by the District. Copies of policies pertaining to any activity and/or facility may be furnished with each permit issued. Permits may be required relating to camping, picnicking, boating shooting and archery, fireworks, special events, aircraft, public facilities as the District deems necessary, fees may be charged for any permits issued by the District.
d. Permit holders who experience any issues while their permit is actively in use shall report those issues to staff and may enforce the permit rules and regulations as appropriate.

SECTION 14. FEES

Fees are based on the chart below. Non-Active Units within the District will be required to pay the same fee schedule as the Non-Residents fees.

Fees will be paid on an annual basis, starting January 1st, and ending December 31st. Registration fees that are paid November 1st - December 31st will be prorated to $25, and will be required to reregister January 1st for the beginning of the new year.

Event and Commercial Fees will be part of a later version.

	Resident Fee	Non-Resident Fee
Annual Registration Fee	Free	$75
1-Time Day Pass	Free	$5

SECTION 12. EQUESTRIAN AND MULTI-MODAL TRAILS

Intentionally Left Blank. There may be separate sections for Equestrian and Multi-Modal Trails.

SECTION 13. HAMLIN HOUSE

a. Facility Use: Hamlin House shall be available for meetings/activities under the following criteria:

a. Government agencies
b. Board approved non-profits, civic-oriented organizations with elected board members governing via established by-laws serving the property owners of the District.
c. Other organizations, as approved by the District Board of Supervisors at a duty convened by the District.
d. Other individual and group events as approved by the District.

The District shall have the right of first use of the Hamlin House facility and all other uses shall be secondary. All rental opportunities are subject to availability on a first come, first served basis. When the Board "bumps" an already scheduled rental, the group will receive a full refund, or select another available date.

Use of Parking Lot

The parking lot shall not be utilized as a meeting room. The parking lot and perimeter of the Hamlin House facility have been fitted with lights which have been outfitted with automatic timers for security reasons. They are no way meant to provide lighting for nighttime meetings to be held in the parking lot, which is prohibited.

b. Hours of Operation for Renting Meeting Room: Available rental times are from 8:00am to 9:00pm Monday through Sunday. The Facilities, Parks, and Recreation Director shall determine approval of use outside of the posted use times. (Note: Additional costs may result).

c. Rental Rate Structure: Usage fees are set according to the Board approved fee schedule.

a. See Exhibit "G" for current Board approved fee schedule.

b. A minimum of 5 business days' notice must be given prior to using the meeting room.
c. The total rental fee is due prior to scheduling the meeting room. Failure to pay the total fee charged will result in the cancellation of the agreement and removal from the schedule.
d. Payments may be made by check, money order, or cash, and dropped off at the Hamlin House or Administration Building during normal business hours.
e. User groups must exit the facility when their rental time has expired. Meetings may not "run over" the allotted, approved rental time. The Facilities, Parks, and Recreation Director shall determine approval of use outside of the posted use times. (Note: Additional costs may result).

d. Holidays: The meeting room is available 365 days a year, except Christmas Day.

e. Building Attendant: Staff will be available during the time of the rental. The staff person will open and close the facility and conduct a "walk though" of the facility once the meeting concludes, to ensure that no damage has been incurred to the building or property.

f. Security Personnel: If the presence of a Palm Beach County Sherrif's Deputy is required in order to better protect the attendees and facility (including its contents) from potential risk, all costs associated with hiring the Sheriff's Deputy will be incurred by the user group.

Under no circumstances shall a visitor be given security access codes to alarm systems, keys to the building, or access to the buildings systems without approval by the District's Executive Director.

g. Damage Deposit Fees: Payment of a damage deposit fee is required by all user groups utilizing the meeting room. The deposit costs will be held for the duration of the agreement unless damages occur. If damage occurs, the deposit will be utilized to compensate the District for any damages which has been incurred. An inspection of the room before and after use will be conducted by District staff.

Additional damage fees may be assessed for damage to District property or missing items as deemed by the Facilities, Parks, and Recreation Director. These additional fees may include but not limited to the following:

a. Removal of carpet/floor stains requiring more than standard extraction techniques.
b. Stains on walls.
c. Broken or missing furniture, damaged facility amenities and/or equipment.
d. Defacement of any part of the interior or exterior of the building.
e. Damage created by improper use of equipment or non-compliance of facility rules.
f. Equipment found to be missing as a result of a group using the facility.

Please note, should damage to District property exceed the security fee, the user group will be billed the additional amount to bring the District whole. In addition, the group will be prohibited from any future use of the facility.

h. Set-up and Clean-up: Chairs, tables and other such items may be relocated or set up during the rental but must be returned to their original configuration by the end of the rental by the user group. The user group representative, permit holder, is responsible for setting up, cleaning up, and removal of all items for the permitted use. If the room is found to be in unacceptable condition at the end of the meeting or rental, the deposit will not be refunded.

Permit holders shall not nail, staple, tape, glue or otherwise attach or alter any item to any portion of the building without prior written authorization by the Facilities, Parks, and Recreation Director.

All permit holders' equipment, supplies, etc. must be removed from the building at the end of the rental and the room shall be brought back to its original condition before the group leaves.

i. Waiver of Rental Fees and Other Charges: The District's Board of Supervisor's designated committees are exempt from paying fees for use of the facility.

The following District oriented non-profit agencies, Acreage Landowners Association, Citizens Observer Patrol, Acreage Athletic League and any other appointed agencies by the Board of Supervisors are hereby exempted from any/all rental fees and other charges for the rental of the facility one (1) time each month.

The Board of Supervisors may waive any/all rental fees and other charges for rentals of the facility by other governmental agencies, District oriented non-profit agencies, or other agencies associated with government agencies, (i.e. School Board, Supervisor of Elections, South Florida Water Management District Western Communities Council, and other Special Districts). Such waivers shall be restricted to weekdays and evenings only (no weekends). No such waivers shall be permitted for weekend use unless approved by the Board of Supervisors. The function must be for an official government purpose. A waiver (listed on the permit application) must be prepared and submitted to the Board of Supervisors for written approval. **Any other waiver of rental fees or other charges is prohibited unless approved by the Board of Supervisors.**

j. Cancellation: A request to cancel a booking must be done in writing from the original permit holder making the reservation. Refunds will be made as follows:

a. Check refund only, no cash refunds permitted for auditing purposes.
b. Seven days or more notice: A full refund, will be made if the notice of cancellation is received 7 or more days prior to the rental.
c. Six (6) – Three (3) day notice: No refund will be given. However, the group will be allowed to reschedule the planned permitted event to another available date.
d. 48 Hours or Less notice: No refunds or rescheduling will be allowed.

k. **Rescheduling:** An event may be rescheduled, if the user group contacts the Facilities, Parks, and Recreation Department or Administration office in writing at least three (3) days prior to the original

permitted date, provided that a suitable substitution date is available. See item **l. Uncontrollable Events** below for exceptions. Also note "bumping" procedures listed under item **1.**

l. **Uncontrollable Events:** The District reserves the right to cancel or reschedule any event, at any time, due to circumstances over which it has no control. An example of this would be damage to the building, which would render it unusable for a particular event or function. In the event of this occurring, a full refund, or substitute date where one is reasonably available, will be granted.

In the event the National Weather Service imposes a HURRICANE WARNING or other natural disaster for our area within 24 hours of the scheduled event, the event may be rescheduled, within the original parameter, at no charge. If the District's Board of Supervisors "bumps" a date, which has already been scheduled for use by another group, the permit holder will receive a full refund or have the option to reschedule to another available date. The District reserves the right to cancel any rental for safety, maintenance, or for failure to meet rental agreement guidelines.

m. **Alcoholic Beverages:** Consumption or sale alcoholic beverages is prohibited unless such criteria as outlined in Section 8, (Alcohol Use) is met. Under no circumstances will any type of alcoholic beverages other than beer and wine, pre-approved by the District, be allowed on or in District parks or District property.

The District assumes no responsibility for the behavior/results of alcohol consumed by meeting/permitted event participants.

n. **Hold Harmless Agreement:** A hold harmless agreement will be required of the user group to indemnify the District, its staff, and Board of Supervisors from any injuries or accidents occurring while the user group is utilizing the facility or park.

o. **Services Included in the Rental Fee:**
   a. Facility: Open and close of the building, monitoring the event.
   b. Kitchenette: Use of the kitchenette and refrigerator is included in the rental, but excludes the use of District supplies, including but not limited to coffee, cups, plates, forks, spoons, napkins, etc.

p. **Items which can be Rented:** See Exhibit "G" fee and rental rates for items which may be rented at the discretion of the Facilities, Parks, and Recreation Director.

q. **Items to be Provided by the User Group:** The District is not responsible for any damages done to the renter's equipment while on District property, or if the equipment is stolen. Should the equipment cause damage to District property, the user group will be responsible for providing the District with restitution.

r. **Event Booking:** In order to maintain continuity in renting the facility, each request will be evaluated in reference to other events concurrently scheduled. Use will be based upon the interests of each renter and the needs of the facility. Events may be booked up to 1 calendar year in advance from the schedule date.

User groups are expected to have respect and consideration for other parties in the building at the time of the rental. The entrance, lobby, restrooms, and parking areas are to be shared by all parties.

Rental permits will only be issued if the group meets all of the requirements imposed by the District and the date(s) for the proposed use available. Use cannot be sublet or assigned from one group to another.

The group representative who signed the rental use application must be present for the duration of the rental. Rental use permits are non-transferable.

s. **Pets or Animals:** Pets, animals, or livestock of any kind are not allowed in the building during rentals except for seeing eye dogs or other animals specifically used to aid in the blind or disabled. This rule specifically prohibits animal shows or exhibitions involving animals and judging contests. All applicable District, County, State, or Federal laws and ordinances pertaining to the care and handling of animals shall apply.

t. **Weapons or Firearms:** The District's Workplace Violence Policy strictly prohibits weapons or firearms of any kind from being brought into the building, except in cases of on-duty law enforcement officers in the performance of their job responsibilities. A copy of the District's Workplace Violence Policy is available from the Administration Office.

u. **Program Information:** The user group is responsible for disseminating information in regard to their event or group purpose. District staff is prohibited from assisting with publicity, promotions or ticket sales for outside groups. It is the responsibility of the permit holder to publicize information regarding the individual's event.

v. **Publications, Flyers, and Announcements:** Publication, flyers, and announcements of renter's event(s) taking place at the Hamlin House may be placed in the building, providing that adequate, appropriate space is available. In compliance with District policy, there is no solicitation of user groups or visitors. All flyers must have the telephone number of the renter prominently displayed. User groups are responsible for supplying flyers and replenishing same.

User groups may NOT use the telephone number or address of the District when promoting or advertising their activities or functions. District staff is not responsible to answer telephones or take messages for user groups.

w. **Storage Space:** Storage cabinets or closets within the building are for District use only. No user group/civic group which holds meetings may store items of any kind in the facility.

x. **Facility Equipment:** Use of the District's telephone is limited to emergencies only and to contact the District's staff who is on call.

y. **Facility Rules:**
   a. The Hamlin House is a tobacco free facility, including vaping, dipping, and chewing tobacco. Those individuals wishing to smoke or use other tobacco items must do so outside of the facility.
   b. The group contact is required to attend all meetings and remain on site until all others have left and will stay when needed to walk through the building with District staff prior to leaving to ensure that the facility is brought back to its original condition.
   c. Children must be supervised by a responsible adult the entire time they are in the facility.
   d. A Certificate of Insurance, security and additional requirements may be required for some functions, programs, meetings, and/or activities.
   e. If an event continues after the scheduled meeting time without the approval by the District staff, the group shall be subject to appropriate overtime charges.
   f. Fees will only be accepted during regular business hours.
   g. No overnight parking is allowed unless specifically authorized by the District's Facilities, Parks, and Recreation Director.
   h. The permit holder is responsible for the replacement or repair of any part of the building or its contents which has become broken, defaced, or damaged by members of the permitted party.
   i. In the event of an emergency, the permit holder shall Dial 911 and contact the District.

SECTION 14. INSURANCE

INSURANCE: Permit holders must supply and maintain, with the District, a copy of their current Certificate of Insurance. Permit holders will not be permitted to operate on District property with expired, suspended or cancelled certificates of insurance.

The District must be listed as a Certificate Holder and listed as **Additional Insured.**

Certificate Holder shall read:

Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida, 33412

Additional coverage may be required depending on the services and products being offered. **Florida Statute 440.055, any employer with four or more employees must have Workers' Compensation Insurance. All certificates of insurance must be provided in the "Accord" format.**

I. **Commercial General Liability:**

(A) Bodily Injury Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

Property Damage Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

II. **Automobile Liability** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

$1,000,000	Per Occurrence

III. **Workers Compensation**

Statutory Limits and	$ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
Employers Liability	$1,000,000	Disease-Each Employee

IV. **Umbrella Excess Liability Insurance**:

(A)

$3,000,000	Each Occurrence
$3,000,000	Annual Aggregate

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

(C) If Scope of Work provides, Contractor may use umbrella or excess liability to satisfy minimum coverage for General Lability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation**:

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days' notice is required). A new Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

(A)	$1,000,000	Per Claim
(B)	$2,000,000	Annual Aggregate
(C)	$25,000	Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate (COI):**

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The Certificate of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the

District by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX. **Policy Endorsement**:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor'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, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributary basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

X. **Acceptable Insurers**

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

XI. **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) 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 Work Authorization

(B) **Sexual Misconduct/Molestation Liability Coverage**

(1) $1,000,000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) **Liquor Liability Coverage**

. (1) $1,000.000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor that distributes, sells or serves alcoholic beverages or if their activities require a liquor license.

(D) **Cyber Liability Coverage.**

(1) $1,000,000 Per Claim

To be maintained during the duration of the Agreement and three (3) years thereafter.

Required of any Contractor that will use, store, or access private, confidential, protected or other District information, including but not limited to Contractors who manage District dedicated servers, cloud hosting services; software/hardware maintenance; programming; and IT services.

XII. **Sub-Contractors.**

Unless otherwise provide in the Agreement, Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements.

SECTION 15. EVENTS

SECTION 16. PARK VIOLATION PROCEDURES

a. Failure of a park patron or user to comply with the Facilities, Parks and Recreation Policy, Palm Beach County Ordinance, State Statutes or other applicable policies, ordinances and/or laws may result in a warning, removal or may require interdiction with the Palm Beach County Sherriff's Office for further investigation, trespass, and/or prosecution by the Palm Beach County Office of the State Attorney.
b. Any damages caused by a patron or user to District property, will be subject to being trespassed, restitution and/or additional charges deemed appropriate by the Palm Beach County Office of the State Attorney.
c. Any damages caused by a patron or user to District property will be reviewed for civil claims or financial restitution against a patron and or user including personal insurance (property or liability).
d. The District may choose to permanently refuse future rentals or other permits to users and/or patrons who violate the Facilities, Parks and Recreation Policy.

SECTION 17. ENFORCEMENT

a. It shall be the duty and responsibility of all law enforcement officials within their jurisdiction to enforce all State laws, County ordinances, and County traffic regulations within the limits of all parks and other areas maintained and operated by the District.
b. It shall be the duty and responsibility of law enforcement officers and designated District employees to enforce all park rules and regulations. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by these rules or for any person to fail to comply with any lawful and reasonable order given by law enforcement officers or authorized District employees.
c. It shall be the duty and responsibility of law enforcement officers and authorized District employees to enforce all provisions of permits issued by the District. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by any permit issued by the District. Copies of policies pertaining to any activity and/or facility may be furnished with each permit issued. Permits

may be required relating to camping, picnicking, boating shooting and archery, fireworks, special events, aircraft, public facilities as the District deems necessary, fees may be charged for any permits issued by the District.

SECTION 18. PUBLIC DEMONSTRATIONS AND GATHERINGS

a. No person shall use any park drive or parkways or enter park area for the purpose of announcing, displaying and advertising or calling attention to any person, political party, religion institution, or meetings or assemblies thereof, or the purpose of demonstrating, advertising or calling attention to any article or service for sale or hire, nor shall any signs, slogans, loud speakers or advertising display of any nature whatsoever be used for such purposes. No person shall place or station on any public land or highway adjacent to any park any vehicle whatsoever displaying any such advertising or used for such purposes as mentioned unless an approved special event permit specifically allows such activity.

SECTION 19. VENDING CONCESSIONS AND MERCHANDISING

a. No person, persons, organization or firm other than the District, regularly licensed concessionaires acting by and under the authority of the District, or groups with special event or block permits may expose or offer for sale, rent or trade, any article or thing, or station or place and stand, cart or vehicle, for the transportation, sale or display of any article, merchandise or service within or adjacent to the limits of any park unless permitted by the District.
b. The sale of any article, food, or beverage to the public is prohibited unless authorized by the District.
c. The District reserves the right to sell or manage concessions throughout the District's park system.

SECTION 20. FIREWORKS AND EXPLOSIVES

a. No person(s) other than District approved licensed and insured, pyrotechnic professional(s) shall be permitted to possess, burn, discharge, or explode any firecrackers, torpedoes, rockets, or other fireworks or explosives of inflammable material within or adjacent to any District owned park or property.
b. Any use or plan to possess, burn, discharge, or explode any firecrackers, torpedoes, rockets, or other fireworks or explosives of inflammable material within or adjacent to any District owned park or property will require a Board Approved, District special events permit.
c. No person(s) shall bring into, or have in their possession, or set off or otherwise cause to explode or discharge or burn in, any park area or on any public lands or highways adjacent thereto, any firecrackers, torpedoes, rockets or other fireworks or other explosives of inflammable material or discharge them or throw them into any such area from land, water, or highway adjacent thereto. This prohibition includes any substance, compound, mixture, or articles that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints. Parents or guardians shall be held responsible for and accountable for the action of minors and will be subject to prosecution accordingly.

SECTION 21. VEHICLES AND AIRCRAFT WITHIN PARKS

a. All applicable State and County vehicles laws shall be applicable to all park property.
b. All law enforcement officers and such park personal as are authorized and designated by the District shall direct traffic whenever needed in the park areas and on highways, streets, or roads immediately adjacent thereto in accordance with provisions of the regulations and such supplementary regulations as may be issued subsequently by the Board of Supervisors.
c. All persons shall carefully observe and obey all traffic signs indicating speed, direction, caution, stopping, or parking and all other signs posted for proper control and the safeguarding of life and property.
d. Where a public road traverses a District Park, said road shall be open to all through traffic permitted on any county road or highway, but such through traffic shall conform to park speed and traffic regulations, and vehicles otherwise not permitted to operate in park areas shall not stop therein except in case of an emergency.
e. No person driving, operating, controlling, or propelling any vehicle shall use any other than the regularly designated paved or improved park roads or driveways, except when directed to do so by a law enforcement officer or District employee or by official signs or markings. No driver or operator of any vehicle shall obstruct traffic, park, or stop on any road or roadway except those places so designated. Any other arrangements will require a District approved permit.
f. No person shall park a vehicle on park property at any place other than in regular designated facilities provided for that particular type of vehicle, unless directed otherwise by the District who are authorized to designate other areas for parking when conditions so warrant. No driveway or operator of any vehicle shall obstruct traffic or park or stop on any road or driveway except those places so designated.
g. No truck, commercial vehicle or bus shall be driven on any restricted park road or property without prior authorization from the District for the purpose of park work, service, or activities except those trucks and buses used for transporting persons to a park for recreational purposes may be afforded user of ingress or egress park roads and parking facilities as provided for conventional passenger vehicles.
h. No person shall ride, drive, or propel any bicycle, motorcycle, scooter, minibike, skateboard, roller skates, or similar vehicle on any areas other than appropriate roads designated for that use. The designated bicycle trails shall be used only by pedestrians and the described vehicles propelled by human power, and it is expressly provided that no bicycles, motorcycles, scooters, minibikes, skateboards, roller skates, or similar vehicles shall be ridden on the designated nature trails located within the District Parks. When riding, bicycles shall at all times keep to the right-hand side of the road as close as conditions permit keeping in a single file line when two or more bicycles are operated as a group. No person shall ride a bicycle on any parkway, road, street or drive within thirty (30) minutes after sunset and thirty (30) minutes before sunrise without an attached headlight plainly visible at least two hundred (200) feet from the front of the bicycle and without a red taillight or red reflector plainly visible at two hundred (200) feet from the rear of such bicycle.
i. No operator of a vehicle shall tow another vehicle or wheeled devise on a park road except when the towed vehicle is used in transporting a small boat into a marina or other designated area or when necessary to remove a disabled vehicle. No vehicles shall be allowed to carry passengers for hire or for a fare within any park unless prior authorization has been granted by the District. No person shall

change any parks, repair, wash or grease a vehicle in any park, on any park roadway, parkway, driveway, parking lot, or other park property. No driver of a vehicle using gasoline or any other explosive mixture as source of power shall at any time fail to use an adequate muffler or otherwise deaden sound of explosions.

j. No person operating, directing or responsible for any airplane, helicopter, glider, ballon, dirigible, parachute, or other aerial apparatus shall take off or land in or on any District property, park land or waterway, except in emergency law enforcement situations or when written permission has been obtained from the District's Board of Supervisors.

SECTION 22. BUILDINGS AND OTHER PROPERTY

a. No person shall willfully mark, deface, injure in any way, displace, remove or tamper with, any park building, bridges, tables, benches, fireplaces, railings, paving's or paving materials, waterlines or other public utilities or parts of appurtenances thereof, park signs, notices or place cards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

b. No person shall dig, move, or remove from any park area any sand, soil, rocks, stones, trees, shrubs, whether submerged or not, or plants, down timber, or other wood materials, or make any excavation by tool, equipment, blasting or other means or construct or erect any building or structure of whatever kind whether kind whether permanent or temporary in character, or run or string any public service utility into, upon, or across such land, except with the prior written approval of the District.

c. No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay, canal, or other body of water in or adjacent to any park or any tributary, stream storm sewer, or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

d. No person or agent, servant, employee or minor responsible to such shall take into, dump or deposit on land of, or leave in, any park or any highway, road or street abutting such park, any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the ground thereof, but shall be placed in the proper receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

SECTION 23. WATER ACTIVITIES

1. **Bathing and Swimming**
   a. No person shall swim, bathe, or wade in any waters or waterways, including canals and impoundments, in or adjacent to any park or canal system within the District's boundaries.
   b. Absolutely no snorkeling or SCUBA is permitted in the District's waterways including canals, lakes, and impoundments.
2. **Boating**
   a. No recreational boating, or use of any motorized or non-motorized water related vehicles shall be permitted in any waterways, lakes, impoundments or canals within the District, including but not

limited to, water related vehicles that use gasoline, diesel or other internal combustion engines. In compliance with the District's "No Obstructions" policy in easements or right-of-way controlled by the District, no private or public docks or mooring facilities shall be permitted within any waterway, canal, impoundment or lake.

b. The FPR Director may authorize the use of kayaks and canoes for lessons or educational purposes at Coconut Park under the supervision of the District or another governmental agency.

3. **Water Skis, Stand-Up Paddle Boards, Kayaks, Canoes, Skimboards, or Similar Water Sports Boards**
   a. No person shall water ski, kneeboard, skimboard, boogie board, stand-up paddle (SUP) board, or use any type of board in the District's waterways including canals, lakes and impoundments..
   b. The District prohibits the use of boards being pulled by motorized vehicles, bicycles or equine in the swales during rain events or other events that cause the swales to store water.
   c. The FPR Director may authorize the use of kayaks, canoes or SUPs for lessons or educational purposes at Coconut Park under the supervision of the District or another governmental agency.

SECTION 24. CAMPING

1. **Camping**
   a. Special permits for camping in the District's parks or M-1 Impoundment, may be approved by the District's Board of Supervisors.
   b. The District reserves the right to charge a reasonable fee for such activities.
   c. The District reserves the right to deny a permit request which may violate the safety and well-being of the public.
   d. Special permits for camping are for temporary use only and will not be permitted for residency, whether temporary or long term. The District reserves the right to deny a permit regarding a residency request.

SECTION 25. FIRE

a. No person shall build or attempt to build a fire or fires against or adjacent to any park building or other structures, trees, or any park property whatsoever, or against or on any property of others except in such areas where grills are provided and under such regulations as are or may be specifically set forth by the District. No person shall drop, throw, or otherwise deposit lighted matches, burning cigarettes or cigars, tobacco paper, or other inflammable material within any park area or on any highway, road, or street abutting or contiguous hereto.

SECTION 26. PLANT AND WILDLIFE PROTECTION AND PRESERVATION

a. No person shall cut, carve, or injure the bark, or break off limbs or branches or mutilate in any way, or pick the flowers or seeds, of any tree, plant or shrub, nor shall any person dig or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area, nor shall any person pile debris or material of any kind on or about any tree or plant, or attach any rope, wire or

other contrivance hereto, whether temporary or permanent in character or use, in any parks, canals, roadways, on or within the District boundaries without prior approval of the District.

b. No person shall transplant or remove any tree or plant or part thereof, or collect or remove flowers, in any parks, canals, roadways, on or within the District boundaries without prior approval of the District.
c. No person shall tie or hitch a horse or other animal to any tree or plant in any parks, canals, roadways, on or within the District boundaries without prior approval of the District.
d. No person shall molest, harm, frighten, kill, trap, hunt, chase, shoot or throw missiles at any animal: nor shall any person remove, have in their possession, sell, buy, or give away the young of any wild animal, or the eggs or nests or young of any reptile, bird, or other animal species.

SECTION 27. FISHING

a. The use of boats, kayaks, canoes, or other floatable devices for fishing and are prohibited in all District waterways, lakes, canals, impoundments, and swales for fishing or other activities. (See Section 23; Paragraph 2)
b. Commercial fishing, or the buying or selling of fish caught in any park waters, or District canal ways, is prohibited.
c. Sport fishing will be allowed in all District Parks waters and canals except where specifically prohibited.
d. Sport fishing will be allowed in the M-1 Impoundment on certain days determined by the FPR Director as long as it is under supervision of a District employee.
e. The use of a troll line for fishing is expressly forbidden in any park and canal waterways. Set cane poles are permitted in the fisherman attends to them.
f. All applicable Florida Fish and Wildlife Conservation Commission (FWC) rules and regulations shall apply.
g. Triploid grass carp fishing is prohibited in accordance with the District's permit MT-06-ER-93-0350 dated July 13th, 1994, from the Florida Fish and Wildlife Conservation Commission.
h. We encourage "catch and release", but it is not a requirement as long as the angler is complying with all applicable FWC rules and regulations.
i. Fishing nets are prohibited in any District waterways, including but not limited to waterways, lakes, canals, impoundments, and swales.

SECTION 28. HUNTING AND FIREARMS

a. Hunting, trapping or the pursuit of wildlife is prohibited on any District property, park or impoundment.
b. A person(s) participating in the District archery lessons shall abide by all regulations governing these activities.
c. The Board of Supervisors may approve the use of hunting or trapping of alligators or nuisance wildlife under the rules and regulations of the Florida Fish and Wildlife Conservation Commission. No other individual or entity has the right to perform this function.
d. The use of firearms is strictly governed by the State of Florida and the Florida Statutes governing such possession and use of a firearm.

SECTION 29. DOMESTICATED ANIMALS

a. Domesticated Animals may be excluded from certain sections of District Parks and shall be excluded from any place where food or drinks are served, except within automobile parking areas and walks immediately adject thereto, and in such other areas of said parks, as may be clearly posted. Nothing herein contained, however, shall be construed as permitting the running of animals at-large. On the contrary, all domestic animals in all portions of District Parks wherein domestic animals are permitted shall be restrained or kept at all times on adequate leashes not greater than six (6) feet in length and under immediate control per the Palm Beach County Ordinances.
b. Horses are forbidden except in specially designated areas or parts where horseback riding is permitted.
c. Cattle, mules, horses, other than that is provided in (B) above, swine, sheep, goats or fowl shall not be allowed upon park property, and all owners or attendants of such animals are charged with the duty of preventing such occurrences; but this prohibition does not apply to animals and fowl kept by the District or under its direction.

SECTION 30. PUBLIC UTILITIES

a. Public utilities serving park areas or traversing park areas and serving adjacent lands shall be subjected to such reasonable regulations as may be hereafter adopted in the public interest, to protect District parks from unsightly and inconveniently located fixtures, installations, and facilities. Tampering with any public utilities is prohibited.

SECTION 31. SIGNS, ADVERTISING, AND DISPLAY

a. No person shall display, distribute, post, or fix any handbill, pamphlet, circular, place card or any other printed matter containing advertising of any type within any park area or upon any public land or highway or road adjacent thereto. Exceptions will be made as to programs describing authorized concerts, entertainments, public gatherings or permitted special events and as to authorized signs only with permission from the District.
b. No person shall drive or park or station on any park road or parkway or parking lot any vehicle displaying a sign or notice that it is for sale or exchange, otherwise displaying advertising.
c. If decorations, maps, posters, banners, or other materials are to be displayed, they must be attached with tape, zip ties or rope. The use of nails, staples, hooks, tacks, or other items are prohibited. All items must be removed when vacating the premises before cleaning inspections. Approval must be obtained from the District prior to any placement of decorations, maps, posters, banners, or other materials. Only permit holders with District approval may display decorations, maps, posters, banners, or other materials.

SECTION 32. ADOPT-A-ROAD PROCEDURES

1. Procedures

a. INDIVIDUAL OR GROUP(S) that wish to adopt a ONE-QUARTER (1/4) MILE; ONE-HALF (1/2) MILE; or ONE (1) MILE segment of eligible District road right-of-way for litter removal purposes must contact the Indian Trail Improvement District, at info@indiantrail.com or (561) 793-0874.

b. A letter of acknowledgment and information describing the program will be E-mailed to the INDIVIDUAL OR GROUP. The INDIVIDUAL OR GROUP should review the information and decide if INDIVIDUAL OR GROUP will comply with the requirements outlined. If the INDIVIDUAL OR GROUP decides that it wants to adopt a segment (as described above) of a District road right-of-way, then the INDIVIDUAL OR GROUP shall complete, sign and submit the application included with this information. E-Mail the application to info@indiantrail.com.

c. The District staff will review the potential locations proposed by the INDIVIDUAL OR GROUP and determine if the location requested by the INDIVIDUAL OR GROUP is safe and eligible to conduct a litter pick-up. Once a location is agreed upon, an Adopt-A-Road Agreement will be sent to the INDIVIDUAL OR GROUP for the signature by their representative. At the same time, the District staff will schedule a safety orientation for the INDIVIDUAL OR GROUP.

d. Safety equipment will be loaned to the GROUP at the initial safety orientation. The safety equipment will consist of safety vests for each member of the participating INDIVIDUAL OR GROUP, two (2) large portable roadside safety signs, large litterbags and safety briefing checklists. Gloves and other personal clothing will not be provided by the District.

e. The INDIVIDUAL OR GROUP will schedule quarterly litter pick-ups in advance for the entire year and must contact the District staff at info@indiantrail.com to make any changes to the approved schedule. The INDIVIDUAL OR GROUP is responsible for holding its own safety briefing prior to each litter pick-up.

The time frame for the INDIVIDUAL AND GROUP to pick-up litter is between the hours of 8:00AM and 11:00AM on Saturdays and Sundays. Other days may be requested and approved by the Executive Director dependent upon District maintenance, construction or other factors.

f. The INDIVIDUAL OR GROUP agrees to pick-up litter along the approved adopted segment of road right-of-way at least FOUR (4) times per year for a period of TWO (2) years.

g. The INDIVIDUAL OR GROUP will receive an initial safety orientation, safety vests, litter bags, litter removal services and a recognition sign to identify the respective road right-of-way segment.

h. The District cannot necessarily assess landowners for vests, bags, safety signs and recognition signs. The District will try to obtain funding from other sources such as the Palm Beach County Solid Waste Authority or other agencies to off-set costs for INDIVIDUAL, FAMILY OR NON-PROFIT GROUPS. FOR-PROFIT GROUPS will have to pay for participation in the program unless so waived by the Board of Supervisors.

FEES:

INDIVIDUAL/FAMILY	$100
NON-PROFIT GROUPS	$100
FOR-PROFIT GROUPS	$250

Staff Requirements

i. The District staff will respond to inquiries regarding the Adopt-A-Street program by sending the interested persons or groups, the program information and an acknowledgement letter. The District staff will ensure that all inquiries about the program receive information and an acknowledgement letter.

j. The District staff will receive and process the application from an INDIVIDUALS OR GROUP wishing to adopt a segment of a District road for litter removal purposes. The proposed litter pick-up locations will be reviewed to determine the safest location for the litter control operation. Roads with curves; narrow rights-of-ways; high traffic volume; or major accident issues are not appropriate. The safest location will be assigned to the INDIVIDUAL OR GROUP.

k. An Adopt-A-Road Agreement will be sent to the INDIVIDUAL OR GROUP for their signature. A time and date will be coordinated with the INDIVIDUAL OR GROUP for an initial safety orientation. The safety orientation will be provided by the Operations Department with Human Resources approval. Safety equipment will be loaned to the INDIVIDUAL OR GROUP and provided at the safety orientation.

l. When the Adopt-A-Road Agreement is signed by the District, the District staff will coordinate pick-up and installation of two (2) recognition signs at the GROUP's litter pick-up site.

m. The Facilities, Parks, and Recreation (FPR) Department will be responsible for picking up the bagged litter at the INDIVIDUAL'S OR GROUP'S designated litter pick-up site. The INDIVIDUAL OR GROUP will be responsible for coordinating the litter date and time with the District staff on an annual basis. The INDIVIDUAL OR GROUP will be provided a cell phone number to contact the FPR Department once the litter pick-up is complete.

n. The INDIVIDUAL OR GROUP will be responsible for contacting the FPR Department after the litter pick-up to report the number of litter bags collected and verify that the bags are located at the agreed upon location for the FPR Department to retrieve them.

o. When an INDIVIDUAL OR GROUP terminates the Agreement or does not pick-up litter along the adopted road for a period of SIX (6) months, the District will recover any and all safety equipment that had been loaned to the INDIVIDUAL OR GROUP and remove the INDIVIDUAL'S OR GROUP'S recognition signs. The vacated segment of road will then be made available to other adopting individuals or groups.

p. Fees collected from the INDIVIDUAL OR GROUP who apply for the Adopt-A-Road program will be given to the Administration Front Desk representative for deposit in the District's General Fund.

2. Program Safety Sheet

a. All participants must be at least TWELVE (12) years of age. For every TEN (10) teenagers participating, there must be ONE (1) adult supervisor at least TWENTY-ONE (21) years of age.

b. Clean-up activities must be scheduled through District staff and must be performed only between 8:00AM and 11:00AM and during good weather conditions on Saturday and Sundays. The Executive Director may provide authorization to conduct the clean-up activities on another day based on maintenance, construction, or other factors. The INDIVIDUAL OR GROUPD Volunteer Leader must contact the assigned Facilities, Parks, and Recreation Department employee once the pickup has been completed.

c. INDIVIDUAL OR GROUP Leaders of both adult and youth groups should be assigned prior to departing for the work site.

d. Participants should assemble away from the designated work site and carpool to reduce the number of cars at the litter pickup site. Vehicles must be parked at least FOUR (4) feet away from the roadway, where available.

e. Large groups of FIFTEEN (15) or more should be divided into TWO (2) groups, with ONE (1) group on each side of the roadway. Individuals must remain with the group to which they are assigned.

f. Wear appropriate attire, including boots or hard soled shoes (no sandals) comfortable clothes, gloves and hats. These items are the responsibility of the volunteers or participants.

g. Safety vests must be worn by all participants at all times during the litter pickup project. The safety vests will be provide by the District during the Safety Orientation at the beginning of the programmatic period.

h. Safety signs must be utilized and positioned at the starting and ending points of the roadway segment.

i. Assure that first aid kits are available, and it is recommended that at least ONE (1) person is experienced in administering first aid and CPR and that transportation is available to the nearest medical facility.

j. Work as a group facing oncoming traffic at all times.

k. Assure that water is available and in sufficient quantities to meet your group needs.

l. Alcoholic beverages are strictly prohibited. Anyone under the influence of alcohol or narcotics shall be asked to leave the work site and the District reserves the right to withdraw the INDIVIDUAL OR GROUP from the Adopt-A-Road program.

m. Do not cross the roadway unnecessarily. Cross only at the designated crosswalks or safe locations that your Leader has pre-determined to be safe prior to starting work.

n. Do not pick up litter on any vehicular-traveled portion of the roadway.

o. Utility installations, telecommunication boxes, canals, culverts drainage structures are off limits for the Adopt-A-Road program. Do not enter or try to remove litter from these areas.

p. Use caution when you encounter the following:

q. Cactus	r. Animals (domestic or wild)
s. Wires	t. Insects
u. Steep slopes, uneven ground	v. Snakes
w. Needles, sharp rocks or other objects	x. Any other unusual objects or circumstances

y. Do not pick up hazardous materials such as car batteries, animal carcasses, discarded chemical containers, needles or any object that appears questionable. Report these materials to your Leader and/or the assigned Facilities, Parks, and Recreation Department employee.

z. Do not distract motorists, equestrians or others with horseplay or abrupt, erratic movements.

aa. When lifting objects use correct lifting techniques, keeping your back as straight as

possible. Keep the object you are trying to lift close to your body and let your legs do the work. Do not attempt to lift heavy objects that TWO (2) adults or youth of reasonably fit condition cannot reasonably lift.

bb. Remember to:

a. Secure the trash bags and leave them next to the signs.
b. Notify the Facilities, Parks, and Recreation Department employee about how many bags were picked up and are ready to be retrieved.

3. **Guidelines:** Recognition signs installed for an individual or group participating in the Adopt-A-Road Program will conform to the following criteria:

a. For individuals, only the full name of the individual will be placed on the signs (i.e.: John Smith IV).

b. For families, on the name of the family will be placed on the signs (i.e.: The Smith Family)

c. For non-profit groups, only the full name of the group will be placed on the signs.

d. For commercial businesses, only the full name of the company will be placed on the signs.

e. For political groups, only the full name of the group will be placed on the sign.

f. The District will not list the services that a group provides unless it is part of the group or company name.

g. The District will not list specific locations, addresses or phone numbers of the businesses or groups.

h. The District will not allow names of groups or individuals that can be construed to have any vulgar, controversial or anti-District policy names (i.e.: F.U. Family or “No to Milled Roads Inc.”) on any Adopt-a-Road signage.

i. The District will not allow any statements; political or otherwise.

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EXHIBIT "A"

FACILITY USE PERMIT APPLICATION FORM

EXHIBIT "B"

SPECIAL EVENT PERMIT APPLICATION FORM

EXHIBIT "C"

LONG TERM RENTAL APPLICATION FORM

EXHIBIT "D"

BOUNCE HOUSE PERMIT APPLICATION FORM

EXHIBIT "E"

ADOPT A ROAD PERMIT APPLICATION FORM

Adopt-A-Road Program Litter Removal Agreement

This Agreement made this _____ day of _____, _____ by and between _____, (the "INDIVIDUAL" OR "GROUP"), and Indian Trail Improvement District, (the "DISTRICT").

WITNESSETH

WHEREAS, the District Board of Supervisors has enacted Resolution No. _____, implementing the Adopt-A-Street Program (the "Program"), which permits local organizations to participate in local street litter removal projects; and

WHEREAS, _____ (the "Roadway") is part of the DISTRICT road system in Palm Beach County, Florida, and the DISTRICT has responsibility for the operation and maintenance of such Roadway; and

WHEREAS, the GROUP agrees to comply with the District's rules, regulations, and policies for such Program.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

SECTION 1. The Group's Rights, Duties, and Obligations: The GROUP hereby: Adopts the section of Roadway adjacent to _____. The GROUP further agrees that the DISTRICT may, upon written notice to the GROUP, select a different section of Roadway.

1.01 Agrees to perform litter removal on the adopted section of Roadway at least four (4) times a year for two (2) years in strict accordance with the Department of Transportation ("FDOT") Accident Prevention Manual, Safe Field Work Practice Topic No. 500-000-004b, The Federal Manual Uniform Control Devices, ("MUTCD"), FDOT Design Roadway, and Standard Index 602.
1.02 Agrees that it shall conduct and require its participating members to attend safety meetings and pre-task meetings prior to litter removal, in accordance with the FDOT's Accident Prevention Procedures Manual Topic No. 500-080-003b.
1.03 Agrees to remove litter only during daylight hours and good weather conditions.

1.04 Agrees to contact the DISTRICT staff to coordinate litter removal at info@indiantrail.com.
1.05 Agrees to ensure that all participants shall wear safety vests at all times during the litter removal activity, and that the participants shall not wear clothing or headphones which could hinder the sight or hearing of the participants.
1.06 Agrees not to remove litter at construction or maintenance sites, in tunnels, on bridges, on overpasses or on the medians.
1.07 Agrees to allow only such persons to participate as are determined by the GROUP to be responsible enough to safely participate in the litter removal activities.
1.08 Agrees that participating youths shall be at least 12 years of age, and the GROUP shall provide at least one adult supervisor for every five youth's ages 12-15 who are participating in the litter removal activity.
1.09 Agrees to pile the filled litter bags in locations at each end of the GROUP's adopted section of Roadway attached to their Adopt-A-Street Sign.

SECTION 2. The District's Rights, Duties, and Obligations: The DISTRICT hereby:

2.01 Agrees to install appropriate Adopt-A-Street signs at the beginning and end of the adopted section of Roadway.
2.02 Agrees to provide safety orientations and plastic litter bags to the GROUP, and to loan the GROUP orangs safety vests and orange/yellow safety signs.
2.03 Agrees to remove the filled plastic litterbags from the Roadway and to remove unusual, large, heavy, or hazardous items of litter from the Roadway.

SECTION 3. Indemnification:

3.01The Parties agree that the members of the GROUP participating in the litter removal activity are providing volunteer services to the GROUP and not to the DISTRICT.
3.02 In consideration of the good will and other benefits received by the GROUP for its participation in the Program, the GROUP agrees to release, indemnify and hold harmless the DISTRICT, its agents, officers and employees from all claims, suits, actions, damages, loss and costs, including attorney's fees incurred by the DISTRICT in the defense of such claims, arising out of any action, neglect or omission by the GROUP during the performance of this Agreement, whether direct or indirect and whether to any person or property to which the DISTRICT or said parties may be subject. Neither of the GROUP nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole action, neglect or omission of the DISTRICT or its agents, officers, employees. For the purposes of liability, the DISTRICT is subject to the provisions of Section 768.28, Florida Statutes, and this Agreement shall not be deemed a waiver of sovereign immunity by the DISTRICT.

SECTION 4. Governing Law and Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any contrary conflicts of law principle. The venue of all proceedings in connection herewith shall be exclusively in Palm Beach County,

Florida, and the Parties hereby waive whatever their respective rights may have been in the selection of venue.

SECTION 5. Severability: In the event that any part, term or provision of this Agreement is determined to be illegal or unenforceable in a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

SECTION 6. Assignability: This Agreement may not be transferred or assigned by any Party.

SECTION 7. Term of Agreement: This agreement shall be for a term of two (2) years. The DISTRICT or GROUP may terminate this agreement for any reason upon ten (10) day(s) written notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement, including and addendums attached hereto, on the date and year written herein.

Name of GROUP: _____

By Authorized Agent: _____ Date: _____

Print Name: _____

Title: _____

Witness Signature: _____ Date: _____

Print Name: _____

Name of GROUP: Indian Trail Improvement District

By Authorized Agent: _____ Date: _____

Print Name: _____

Title: _____

Witness Signature: _____ Date: _____

Print Name: _____

Seal:

EXHIBIT "F"

ADOPT A PARK PERMIT APPLICATION FORM

EXHIBIT "G"

RENTAL RATES

Rentals

Acreage Community Park North Athletic Campus			
	Residents	Non-Res.	
Football Field #1	$75	$100	Per Field Per Hour
Football Field #2	$75	$100	Per Field/Per Hour
Football Field #3	$50	$75	Per Field/Per Hour
Per Football Fields Prep Fee	$25	$25	Per Staff/Per Hour
Per Football Fields Deposit	$250	$500	Deposit/Per Rental
All Football Fields Light Fee	$40	$40	Per Field/Per Hour
Baseball Field #1	$50	$75	Per Field/Per Hour
Baseball Field #2	$50	$75	Per Field/Per Hour
Baseball Field #3	$50	$75	Per Field/Per Hour
Baseball Field #4	$50	$75	Per Field/Per Hour
All Baseball Fields Prep Fee	$25	$25	Per Staff/Per Hour
All Baseball Fields Deposit	$150	$200	Deposit/Per Rental
All Baseball Fields Light Fee	$40	$40	Per Field/Per Hour
Batting Cage	$10	$20	Per Cage/Per Hour
Batting Cage Deposit	$50	$75	Deposit/Per Rental
Press Box	$40	$75	Per Rental/Per Hour
Press Box Deposit	$200	$400	Deposit/Per Rental
Concession – Baseball Field	$40	$60	Per Rental/Per Hour
Concession – Football Field	$40	$60	Per Rental/Per Hour
Concession Deposit	$75	$100	Deposit/Per Rental
Pavilion – Football Fields	$50	$75	Per Block/Min 4 Hour Block
Pavilion Deposit	$75	$100	Deposit/Per Rental
Bob Hoefl Park			
Baseball Field #1 - North	$25	$50	Per Field/Per Hour
Baseball Field #2 - South	$25	$50	Per Field/Per Hour
Baseball Field #1 or #2 Prep Fee	$25	$25	Per Staff/Per Hour
Baseball Field #1 or #2 Deposit	$75	$100	Deposit/Per Rental
Pavilion	$50	$75	Per Block/Min 4 Hour Block
Pavilion Deposit	$75	$100	Deposit/Per Rental
Citrus Grove Park			
Baseball Field #1	$25	$50	Per Field/Per Hour
Baseball Field #1 Prep Fee	$25	$25	Per Staff/Per Hour
Baseball Field #1 Deposit	$75	$100	Deposit
Multi-Purpose Field #1	$25	$50	Per Field/Per Hour
Multi-Purpose Field #1 Prep Fee	$25	$25	Per Staff/Per Hour
Multi-Purpose Field #1 Deposit	$75	$100	Deposit/Per Rental

Pavilion	$50	$75	Per Block/Min 3-Hour Block
Deposit	$75	$100	Deposit/Per Rental
Coconut Park			
Picnic Area	$50	$75	Per Block/Min 3-Hour Block
Picnic Area Deposit	$75	$100	Deposit/Per Rental
Downers Park			
Baseball Field #1 - South	$25	$50	Per Field/Per Hour
Baseball Field #1 Prep Fee	$25	$25	Per Staff/Per Hour
Baseball Field #1 Deposit	$75	$100	Deposit/Per Rental
Play Area for Dogs	$40	$50	Per Field/Per Hour
Play Area for Dogs Prep Fee	$40	$40	Per Staff/Per Hour
Play Area for Dogs Deposit	$75	$100	Deposit/Per Rental
Pavilion	$50	$75	Per Block/Min 3-Hour Block
Pavilion Deposit	$75	$100	Deposit/Per Rental
Hamlin House			
Hamlin House	$40	$60	Per Hour/Min 2-Hour
Deposit	$200	$400	Deposit/Per Rental
Kidscape Park			
Multi-Purpose Field #1	$25	$50	Per Field/Per Hour
Multi-Purpose Field #1 Prep Fee	$25	$25	Per Staff/Per Hour
Multi-Purpose Field #1 Deposit	$75	$100	Deposit/Per Rental
Pavilion	$50	$75	Per Block/Min 3-Hour Block
Deposit	$75	$100	Deposit/Per Rental
Nicole Hornstein Equestrian Park			
Main Equestrian Arena	$30	$60	Per Arena/Per Hour
West Equestrian Arena	$25	$50	Per Arena/Per Hour
East Equestrian Arena	$25	$50	Per Arena/Per Hour
Equestrian Round Pen	$20	$40	Per Pen/Per Hour
Per Arena Deposit	$200	$400	Deposit/Per Rental
Dressage Arena	$25	$50	Per Arena/Per Hour
Dressage Deposit	$100	$150	Deposit/Per Rental
Jumps	Free	$20	Per Hour
Jumps Deposit	Free	$150	Deposit/Per Rental
Barrels	Free	$20	Per Hour
Barrels Deposit	Free	$150	Deposit/Per Rental
Cow Cutting	Free	$20	Per Hour
Cow Cutting Deposit	Free	$150	Deposit/Per Rental
Pavilion	$50	$75	Per Block/Min 3-Hour Block
Deposit	$75	$100	Deposit/Per Rental

Sycamore Park			
Basketball Courts	$25	$50	Per Court/Per Hour
Tennis/Pickleball Courts	$25	$50	Per Court/Per Hour
Racquetball Courts	$25	$50	Per Court/Per Hour
Pavilion	$50	$75	Per Block/Min 3-Hour Block
Deposit	$75	$100	Deposit/Per Rental
Temple Park			
Basketball Courts	$25	$50	Per Court/Per Hour
Tennis/Pickleball Courts	$25	$50	Per Court/Per Hour
Racquetball Courts	$25	$50	Per Court/Per Hour
Multi-Purpose Field #1	$25	$50	Per Field/Per Hour
Pavilion	$50	$75	Per Block/Min 3-Hour Block
Pavilion Deposit	$75	$100	Deposit/Per Rental
Additional Rental Fees			
Event Fee	$50	$100	Per Hour/Per Event
Event Deposit	$200	$400	Per Permit/Per Event
Cleanup Violation Fee	$75	$100	Per Staff/Per Hour
Staff Overtime Fee	$25	$25	Per Staff/Per Hour
Alcohol Permit Fee	$100	$200	Per Permit
Cancellation Fee	$25	$50	Per Cancellation
Returned Payment Fee	$35	$50	Per Returned Payment

SECTION 33. LEGISLATIVE HISTORY

Indian Trail Improvement District

Facility Use & Rental Policies & Procedures

APPROVED BY BOARD OF SUPERVISORS ON July 21, 2021

Indian Trail Improvement District

Hamlin House Use Policy & Procedures

ADOPTED BY BOS ON: November 20, 2013

Revised: February 15, 2017

Revised & Approved by BOS May 15, 2019

Indian Trail Improvement District

Parks Department Policy – Section XXVIII. Animals

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Rules & Policy Manual Revision – Section XV. Horseback Riding

PPM Number: PK072798-05

Issue Date: July 28, 1998

Effective Date: August 1998

Indian Trail Improvement District

Equestrian Area Rules and Regulations - Nicole Hornstein Equestrian Park

APPROVED BY BOARD OF SUPERVISORS ON April 13, 2011

Indian Trail Improvement District

Parks Department Policy – Section III. Enforcement

PPM Number: PK 95-III

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section VII. Penalties

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section VIII. Public Demonstrations and Gatherings

Issue Date: March 2000

Effective Date: March 2000

Indian Trail Improvement District

Parks Department Policy – Section IX. Vending, Concessions and Merchandising

Issue Date: March 2000

Effective Date: March 2000

Indian Trail Improvement District

Parks Department Policy – Section XI. Fireworks and Explosives

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XII. Vehicles and Aircraft within Parks

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XIII. Buildings and other Property

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XVIII-XX. Water Activities

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXII. Camping

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXIII. Fire

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXIV. Plant and Wildlife Protection and Preservation

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXV. Fishing

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXVI. Hunting and Firearms

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXIX. Public Utilities

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XX. Signs, Advertising and Display

PPM Number: PK 020900-07

Board Approved: December 1999

Issue Date: January 2000

Effective Date: January 2000

Indian Trail Improvement District

Parks Department Policy – Section XXXIV. Playground Safety Policy

PPM Number: PK 010801-01

Issue Date: January 8, 2001

Effective Date: January 8, 2001

Indian Trail Improvement District

Parks Department Policy – Adopt a Park Program

PPM Number: PK 062298-04

Board Approved: June 31, 1998

Issue Date: June 22, 1998

Effective Date: July 1, 1998

Indian Trail Improvement District

Garden at Hamlin House

APPROVED BY BOARD OF SUPERVISORS ON May 13, 2015

Indian Trail Improvement District

“Adopt-A-Park” Program Application

Indian Trail Improvement District

Bounce House Policy

FACILITY USE PERMIT

Indian Trail Improvement District
13476 61st Street North, West Palm Beach, Florida 33412
Phone: (561) 793-0874

PERMIT # _____

Name of Group or Individual:

Contact Person (if group, title or position):

Address of Group or Individual:

Contact Number(s):

Email Address:

Facility Requested:

Date Request: Time of Use:

Type of Event:

Number of Anticipated Guests:

Check One: _____ Hold Harmless signed (individuals)

_____ Certificate of Insurance/Hold Harmless signed (groups)

All applicants must read the following paragraph and provide their signature.

To the best of my knowledge, the completed permit information is correct, and I am able to sign on behalf of the permit holder, business, or organization. I understand that any misrepresentation of this information may result in the denial and/or cancellation of this permit.

_____ _____
Signature Date

For Indian Trail Improvement District ONLY:

Fee Collected: _____ Permit Date: _____ Payment Type: _____

Approved by: _____ Date: _____

PERMIT # _____

This Permit is effective from _____ through _____.

* Additional fees and requirements may be applicable depending on the type of event or activity.

Permit Requirements

_____ By initialing each section, I acknowledge that I have read, understand and agree to abide by the permit requirements required by Indian Trail Improvement District.

_____ I agree to provide the District with the following documents and/or information, if applicable, prior to the approval of this permit and understand that failure to do so may result in the denial of this permit application. Additional information may be required depending on the request.

- ☐ Site Map – Provided by
- ☐ Safety Plan/Crowd Management Plan - Provided by
- ☐ Emergency Plan - Provided by
- ☐ Security Personnel - Provided by
- ☐ Vendor/Contractor list including their current licensing and insurance meeting the District's minimum requirements - Provided by
- ☐ Certificate of Insurance meeting the District's minimum requirements - Provided by

Permit Rules

_____ By initialing each section, I acknowledge that I have read, understand and agree to abide by the permit rules required by Indian Trail Improvement District.

_____ I agree that I have received, read, understand and agree to abide by the Facilities, Parks and Recreation Policies and Procedures.

_____ I understand being the permit holder that I am responsible for ensuring that I have met all federal, state and local requirements that may pertain to the requests made per this permit.

_____ I understand that being the permit holder I assume the responsibility of ensuring that all vendors/contractors hired per the permit have met all federal, state and local requirements.

_____ I agree to ensure that all vendors/contractors hired per the permit provide and maintain the minimum insurance requirements required by the District and understand that failure to provide and maintain minimum insurance requirements will result in the removal of that vendor/contractor from District property.

_____ I understand that this permit is not transferable.

_____ I agree to return the event site space utilized, including areas of ingress and egress, to Indian Trail Improvement District in an "**As Was"** condition. I understand that I may be

responsible for costs of repairs for damage to the event site caused by participants, vendors, contractors, volunteers, employees or any other individual or entity that I have used during the event.

_____ I agree that the _____ will be solely responsible for recruiting, training, and supervising all volunteers involved in the event and that the volunteers are acting on behalf of the _____ and not considered agents or representatives of the District.

_____ I understand that the District does not warrant or represent that all parts of District property are suitable or safe for the full scope of the _____ intended use or activities thereof and shall be responsible for assessing the suitability of locations and taking necessary precautions to ensure the safety of all participants and attendees.

_____ I understand and acknowledge that the permit is limited to the conditions set forth in this permit application and are revocable by the District at any time. I understand that in the event of an emergency or in the event the District finds a threat to public health and/or safety, or the permittee violates the conditions of the permit the permit may be revoked and terminated by the District, effective immediately.

MINIMUM INSURANCE COVERAGE

_____ By initialing I acknowledge that I have read, understand and agree to abide by the below minimum insurance coverage required by Indian Trail Improvement District.

INSURANCE: Permit holders must supply and maintain, with the District, a copy of their current Certificate of Insurance. Permit holders will not be permitted to operate on District property with expired, suspended or cancelled certificates of insurance.

The District must be listed as a Certificate Holder and listed as **Additional Insured.**

Certificate Holder shall read:

Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida, 33412

Additional coverage may be required depending on the services and products being offered. **Florida Statute 440.055, any employer with four or more employees must have Workers' Compensation Insurance. All certificates of insurance must be provided in the "Accord" format.**

I. **Commercial General Liability:**

(A) Bodily Injury Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

Property Damage Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

II. **Automobile Liability** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

$1,000,000	Per Occurrence

III. **Workers Compensation**

Statutory Limits and	$ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
Employers Liability	$1,000,000	Disease-Each Employee

IV. **Umbrella Excess Liability Insurance**:

(A) $3,000,000 Each Occurrence

$3,000,000 Annual Aggregate

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

(C) If Scope of Work provides, Contractor may use umbrella or excess liability to satisfy minimum coverage for General Lability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation**:

PERMIT # _____

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days' notice is required). A new Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

(A)	$1,000,000	Per Claim
(B)	$2,000,000	Annual Aggregate
(C)	$25,000	Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate (COI):**

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The Certificate of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the

District by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX. **Policy Endorsement**:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor's

Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Indian Trail Improvement District, an Independent Special District of the State of

PERMIT # _____

Florida, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributary basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

X. **Acceptable Insurers**

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

XI. **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) 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 Work Authorization

(B) **Sexual Misconduct/Molestation Liability Coverage**

(1) $1,000,000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) **Liquor Liability Coverage**

. (1) $1,000.000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor that distributes, sells or serves alcoholic beverages or if their activities require a liquor license.

(D) **Cyber Liability Coverage.**

(1) $1,000,000 Per Claim

To be maintained during the duration of the Agreement and three (3) years thereafter.

Required of any Contractor that will use, store, or access private, confidential, protected or other District information, including but not limited to Contractors who manage District dedicated servers, cloud hosting services; software/hardware maintenance; programming; and IT services.

XII. **Sub-Contractors.**

PERMIT # _____

Unless otherwise provide in the Agreement, Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements.

Waiver and Acknowledgement

On behalf of the _____, I hereby knowingly, freely, and voluntarily assume all liability for any damage or injury that may occur as a result of my permit application and agree to indemnify, save and hold harmless DISTRICT, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of itself or its sub-contractors and vendors relating to their obligations under this permit; and be responsible for its own costs, attorney's fees and expenses in connection with such claims, liabilities or suits except as may be incurred due to the negligent performance of this Agreement by the negligent party. The forgoing indemnity shall survive the termination or expiration of this permit. The parties shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

I understand that I will be obligated to strictly enforce all terms and conditions in this application, and, in general, good standards and practices for the safe and orderly use of the park. I understand that I am responsible for ensuring enforcement of all requirements, and for the safety and conduct of all participants, employees, agents, volunteers, vendors and subcontractors.

I understand that non-compliance may result in denial of future use of park(s), and revocation of this permit. I understand that the park is District owned and that the District may revoke authorization for use of the park(s), with or without cause.

_____	_____	_____
(PRINT NAME)	(SIGNATURE)	(DATE)

SPECIAL EVENT PERMIT

Indian Trail Improvement District
13476 61st Street North, West Palm Beach, Florida 33412
Phone: (561) 793-0874

PERMIT # _____

Name of Group or Individual:

Contact Person (if group, title or position):

Address of Group or Individual:

Contact Number(s):

Email Address:

Facility Requested:

Date Request: Time of Use:

Type of Event:

Number of Anticipated Guests:

Check One: _____ Hold Harmless signed (individuals)

_____ Certificate of Insurance/Hold Harmless signed (groups)

All applicants must read the following paragraph and provide their signature.

To the best of my knowledge, the completed permit information is correct, and I am able to sign on behalf of the permit holder, business, or organization. I understand that any misrepresentation of this information may result in the denial and/or cancellation of this permit.

_____ _____
Signature Date

For Indian Trail Improvement District ONLY:

Fee Collected: _____ Permit Date: _____ Payment Type: _____

Approved by: _____ Date: _____

PERMIT # _____

This Permit is effective from _____ through _____.

* Additional fees and requirements may be applicable depending on the type of event or activity.

Permit Requirements

_____ By initialing each section, I acknowledge that I have read, understand and agree to abide by the permit requirements required by Indian Trail Improvement District.

_____ I agree to provide the District with the following documents and/or information, if applicable, prior to the approval of this permit and understand that failure to do so may result in the denial of this permit application. Additional information may be required depending on the request.

- ☐ Site Map – Provided by
- ☐ Safety Plan/Crowd Management Plan - Provided by
- ☐ Emergency Plan - Provided by
- ☐ Security Personnel - Provided by
- ☐ Vendor/Contractor list including their current licensing and insurance meeting the District's minimum requirements - Provided by
- ☐ Certificate of Insurance meeting the District's minimum requirements - Provided by

Permit Rules

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_____ I agree that I have received, read, understand and agree to abide by the Facilities, Parks and Recreation Policies and Procedures.

_____ I understand being the permit holder that I am responsible for ensuring that I have met all federal, state and local requirements that may pertain to the requests made per this permit.

_____ I understand that being the permit holder I assume the responsibility of ensuring that all vendors/contractors hired per the permit have met all federal, state and local requirements.

_____ I agree to ensure that all vendors/contractors hired per the permit provide and maintain the minimum insurance requirements required by the District and understand that failure to provide and maintain minimum insurance requirements will result in the removal of that vendor/contractor from District property.

_____ I understand that this permit is not transferable.

_____ I agree to return the event site space utilized, including areas of ingress and egress, to Indian Trail Improvement District in an "**As Was"** condition. I understand that I may be

responsible for costs of repairs for damage to the event site caused by participants, vendors, contractors, volunteers, employees or any other individual or entity that I have used during the event.

_____ I agree that the _____ will be solely responsible for recruiting, training, and supervising all volunteers involved in the event and that the volunteers are acting on behalf of the _____ and not considered agents or representatives of the District.

_____ I understand that the District does not warrant or represent that all parts of District property are suitable or safe for the full scope of the _____ intended use or activities thereof and shall be responsible for assessing the suitability of locations and taking necessary precautions to ensure the safety of all participants and attendees.

_____ I understand and acknowledge that the permit is limited to the conditions set forth in this permit application and are revocable by the District at any time. I understand that in the event of an emergency or in the event the District finds a threat to public health and/or safety, or the permittee violates the conditions of the permit the permit may be revoked and terminated by the District, effective immediately.

MINIMUM INSURANCE COVERAGE

_____ By initialing I acknowledge that I have read, understand and agree to abide by the below minimum insurance coverage required by Indian Trail Improvement District.

INSURANCE: Permit holders must supply and maintain, with the District, a copy of their current Certificate of Insurance. Permit holders will not be permitted to operate on District property with expired, suspended or cancelled certificates of insurance.

The District must be listed as a Certificate Holder and listed as **Additional Insured.**

Certificate Holder shall read:

Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida, 33412

Additional coverage may be required depending on the services and products being offered. **Florida Statute 440.055, any employer with four or more employees must have Workers' Compensation Insurance. All certificates of insurance must be provided in the "Accord" format.**

I. **Commercial General Liability:**

(A) Bodily Injury Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

Property Damage Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

II. **Automobile Liability** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

$1,000,000	Per Occurrence

III. **Workers Compensation**

Statutory Limits and	$ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
Employers Liability	$1,000,000	Disease-Each Employee

IV. **Umbrella Excess Liability Insurance**:

(A) $3,000,000 Each Occurrence

$3,000,000 Annual Aggregate

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

(C) If Scope of Work provides, Contractor may use umbrella or excess liability to satisfy minimum coverage for General Lability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation**:

PERMIT # _____

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days' notice is required). A new Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

(A)	$1,000,000	Per Claim
(B)	$2,000,000	Annual Aggregate
(C)	$25,000	Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate (COI):**

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The Certificate of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the

District by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX. **Policy Endorsement**:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor's

Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Indian Trail Improvement District, an Independent Special District of the State of

PERMIT # _____

Florida, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributary basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

X. **Acceptable Insurers**

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

XI. **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) 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 Work Authorization

(B) **Sexual Misconduct/Molestation Liability Coverage**

(1) $1,000,000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) **Liquor Liability Coverage**

. (1) $1,000.000 Per Occurrence
(2) $2,000,000 Annual Aggregate

Required of any Contractor that distributes, sells or serves alcoholic beverages or if their activities require a liquor license.

(D) **Cyber Liability Coverage.**

(1) $1,000,000 Per Claim

To be maintained during the duration of the Agreement and three (3) years thereafter.

Required of any Contractor that will use, store, or access private, confidential, protected or other District information, including but not limited to Contractors who manage District dedicated servers, cloud hosting services; software/hardware maintenance; programming; and IT services.

XII. **Sub-Contractors.**

PERMIT # _____

Unless otherwise provide in the Agreement, Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements.

Waiver and Acknowledgement

On behalf of the _____, I hereby knowingly, freely, and voluntarily assume all liability for any damage or injury that may occur as a result of my permit application and agree to indemnify, save and hold harmless DISTRICT, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of itself or its sub-contractors and vendors relating to their obligations under this permit; and be responsible for its own costs, attorney's fees and expenses in connection with such claims, liabilities or suits except as may be incurred due to the negligent performance of this Agreement by the negligent party. The forgoing indemnity shall survive the termination or expiration of this permit. The parties shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

I understand that I will be obligated to strictly enforce all terms and conditions in this application, and, in general, good standards and practices for the safe and orderly use of the park. I understand that I am responsible for ensuring enforcement of all requirements, and for the safety and conduct of all participants, employees, agents, volunteers, vendors and subcontractors.

I understand that non-compliance may result in denial of future use of park(s), and revocation of this permit. I understand that the park is District owned and that the District may revoke authorization for use of the park(s), with or without cause.

_____	_____	_____
(PRINT NAME)	(SIGNATURE)	(DATE)

AGENDA ITEM NO. 11.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Approval: Revised Resubmittal Special Permit SP-0437 FPL Directional Bore & Splitter Box on east side of Margo Way at 50th
BACKGROUND:	SP-0437 is to directional bore two 6" HDPE conduits for approximately 385', install an Access Pit, and place one FDR Splitter Box within the Districts easements on the east side of Margo Way from 50th Street North to the south as shown in twelve sheets titled "Proposed Dir. Bore along Little Gator Ln", WR#10025356.
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation costs incurred by the District.
RECOMMENDATION:	It is recommended that the Board of Supervisors approve this revised Special Permit SP-0437, with conditions and attachments.

ATTACHMENTS:
2024_1113_SP-0437 FPL.pdf

SPECIAL PERMIT No. SP-0437-Revised Resubmittal

THIS PERMIT, granted this 13th day of November, 2024, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to Florida Power & Light Company, hereinafter referred to as the "Permittee", is a non-exclusive permit to directional bore two 6" HDPE conduits for approximately 385', install an Access Pit, and place one FDR Splitter Box within the Districts easements on the east side of Margo Way from 50th Street North to the south as shown in twelve sheets titled "Proposed Dir. Bore along Little Gator Ln", WR#10025356.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and

expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit, or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the District Administrator upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____

President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

P E R M I T I N F O R M A T I O N

OWNER

Florida Power & Light Company
C/O Errica Hunter — 561-640-2366
Name — Business Phone
6001 Village Blvd.
Address
West Palm Beach, Florida 33407 — Errica.Hunter@nexteraenergy.com
Other

ATTORNEY

_____ — _____
Name — Business Phone
_____
Address
_____ — _____
Other

ENGINEER

Florida Power & Light Company
Ashlie Kerr — 321-695-6543
Name — Business Phone
6001 Village Blvd.
Address
West Palm Beach, Florida 33407 — _____
Other

OTHER REPRESENTATIVE/PROFESSIONAL

Greg Santander — _____
Name — Business Phone
_____
Address
_____ — jason.miller@fpl.com
Other

G E N E R A L C O N D I T I O N S

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in

connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to insure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.

c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod; shell for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas, and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be

obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road right-of-ways; for example, where a canal crosses or dead-ends at a road.

16. Permittee shall contact the District to set the finished grade of the 10' x 5' FDR Splitter Box at location 310.8 at least 96 hours prior to construction in the east swale of Margo Way. Director of Maintenance: Jason Lester 561-721-4822.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District 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 (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	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
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

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

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

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).

WR 10025356

ITID PERMIT

DIRECTIONAL BORE WITHIN ITID R/W

SCOPE OF WORK

1,473' DIRECTIONAL BORE WITHIN ITID R/W

MATERIALS

1,473' – 6" HDPE CONDUIT

1,473' – 3-1000A-25KV-JA

NOTIFY ITID 48 HOURS PRIOR TO START OF CONSTRUCTION

MAINTAIN 12" VERTICAL AND 5' HORIZONTAL SEPARATION FROM EXISTING UTILITIES.

CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- PROPOSED REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- PROPOSED REMOVE CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING FOREIGN POLE
- PROPOSED REMOVE FOREIGN POLE
- EXISTING TRANSMISSION POLE
- EXISTING TRANSMISSION POLE
- PROPOSED PADMOUNT TRANSFORMER
- EXISTING PADMOUNT TRANSFORMER
- PROPOSED ANCHOR
- PROPOSED REMOVE ANCHOR
- EXISTING ANCHOR
- PROPOSED SPLICE BOX
- EXISTING SPLICE BOX
- PROPOSED HAND HOLE
- EXISTING HAND HOLE
- RV RADIAL VAULT
- PROPOSED RISER
- XX LOCATION OF WORK BEING DONE
- PROPOSED CONDUIT
- EXISTING CONDUIT

07/01/2024

ALL ROADS MAINTAINED BY INDIAN TRAILS IMPROVEMENT DISTRICT

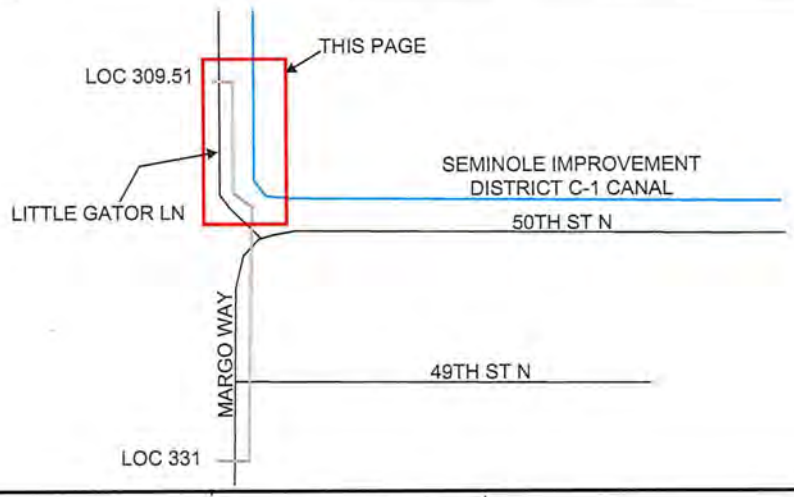
MAINTAIN 12" VERTICAL AND 5' HORIZONTAL SEPARATION FROM EXISTING UTILITIES.

NOTIFY ITID 48 HOURS PRIOR TO START OF CONSTRUCTION

= SEMINOLE IMPROVEMENT DISTRICT C-1 CANAL

= WORK AREA

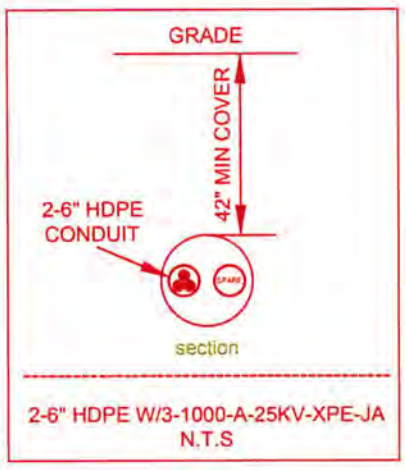
LOCATION SKETCH
NT.S.



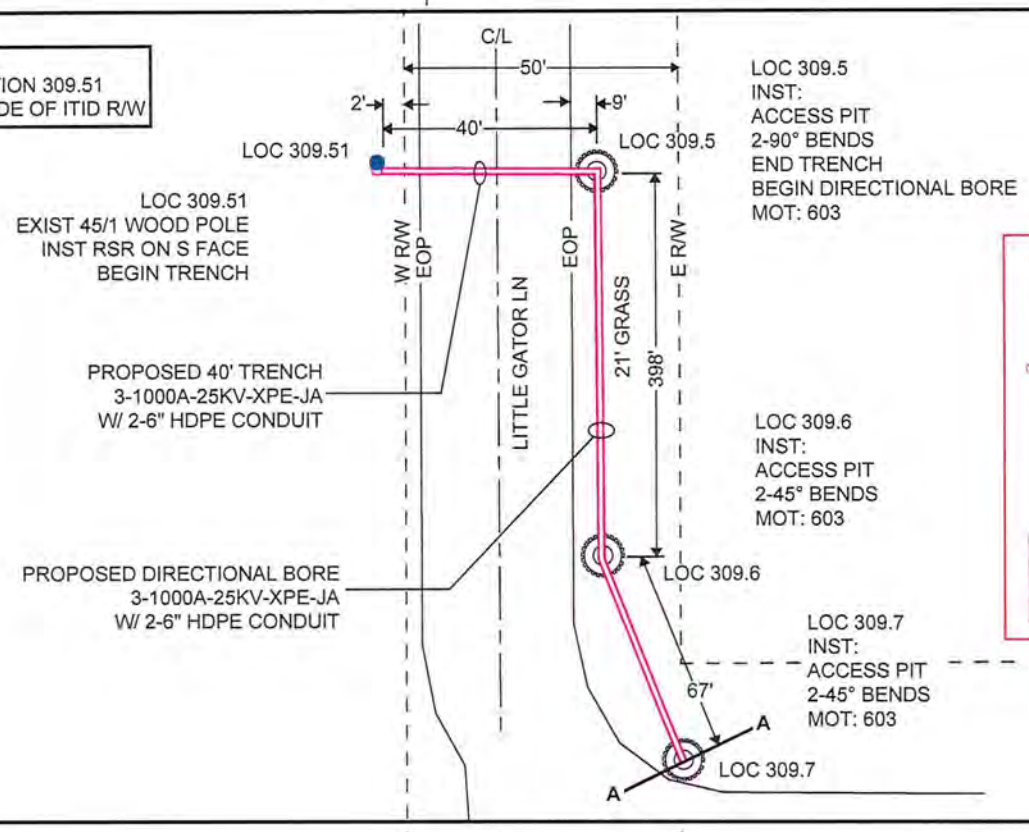
PROPOSED DIRECTIONAL BORE
TOTAL OF 1,473'
2-6" HDPE CONDUIT
PULL NEW 3-1000A-25V-JA

AREA ENGINEER
MARCELA MEZA
915-329-4884

NOTE
LOCATION 309.51
OUTSIDE OF ITID R/W



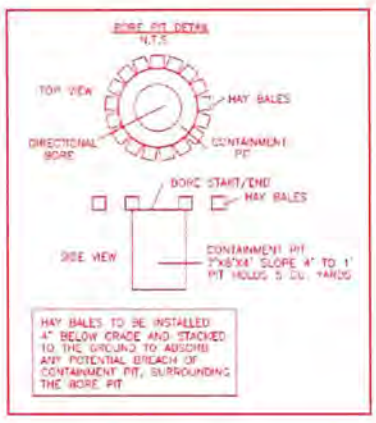
PLAN VIEW
NT.S.



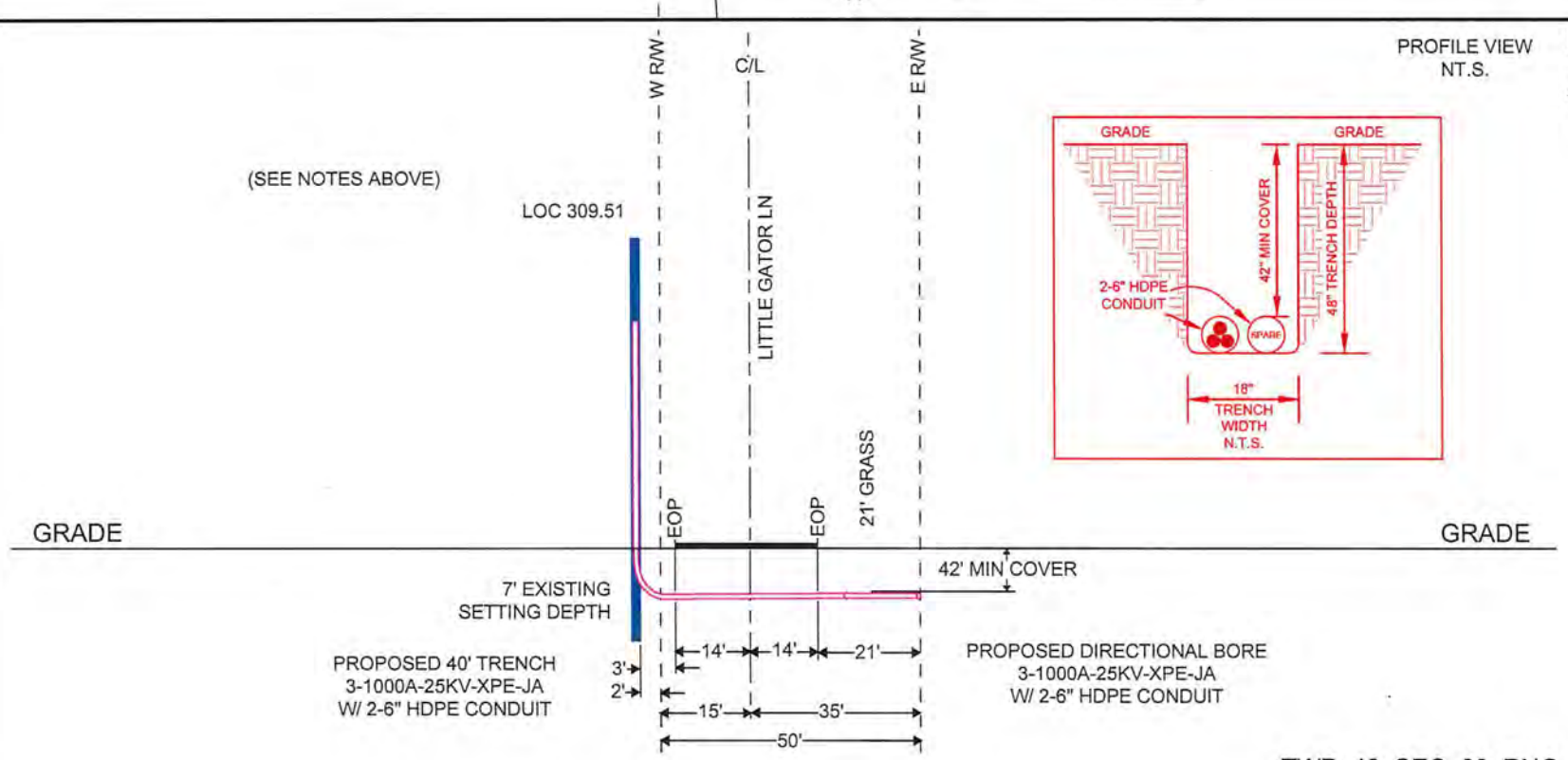
LOC 309.5
INST:
ACCESS PIT
2-90° BENDS
END TRENCH
BEGIN DIRECTIONAL BORE
MOT: 603

LOC 309.6
INST:
ACCESS PIT
2-45° BENDS
MOT: 603

LOC 309.7
INST:
ACCESS PIT
2-45° BENDS
MOT: 603



PROFILE VIEW
NT.S.



TWP: 43 SEC: 09 RNG: 40

CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- PROPOSED REMOVE WOOD POLE
- EXISTING WOOD POLE
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- PROPOSED REMOVE CONCRETE POLE
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- PROPOSED SPLICE BOX
- EXISTING SPLICE BOX
- PROPOSED HAND HOLE
- EXISTING HAND HOLE
- RADIAL VAULT
- PROPOSED RISER
- LOCATION OF WORK BEING DONE
- PROPOSED CONDUIT
- EXISTING CONDUIT

FOREIGN UTILITIES

PROPOSED DIR. BORE
ALONG LITTLE GATOR LN
PALM BEACH COUNTY, FL

PB 126/24

STM SEWER	SAN SEWER
CATV	GAS
WATER	SBT

DATE: 7/03/2024
WR: 10025356
MAP NO. AV0448
PG. 2 OF 7

FPL

DRAWN BY: LFB00S3
CHECKED:
CORRECT:
APP.
ITID

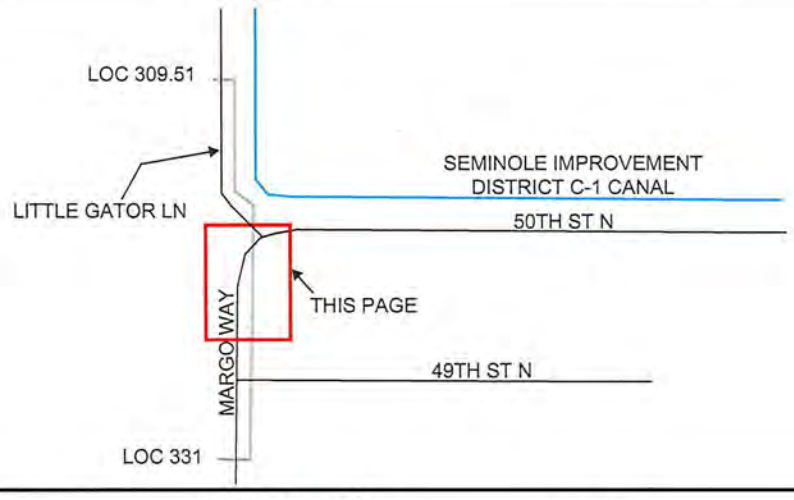
NO.	DATE	REVISION	BY	CORR	APPR	RWO/SIO/ER

NOTIFY COUNTY OF PALM BEACH
48 HOURS PRIOR TO START
OF CONSTRUCTION

MAINTAIN 12" VERTICAL
AND 5' HORIZONTAL
SEPARATION FROM
EXISTING UTILITIES.

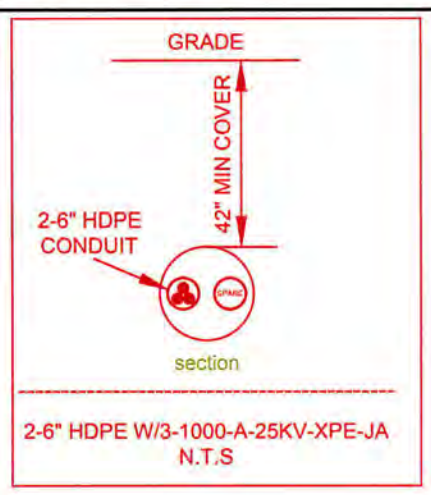
= SEMINOLE IMPROVEMENT DISTRICT C-1 CANAL
= WORK AREA

LOCATION SKETCH
NT.S.

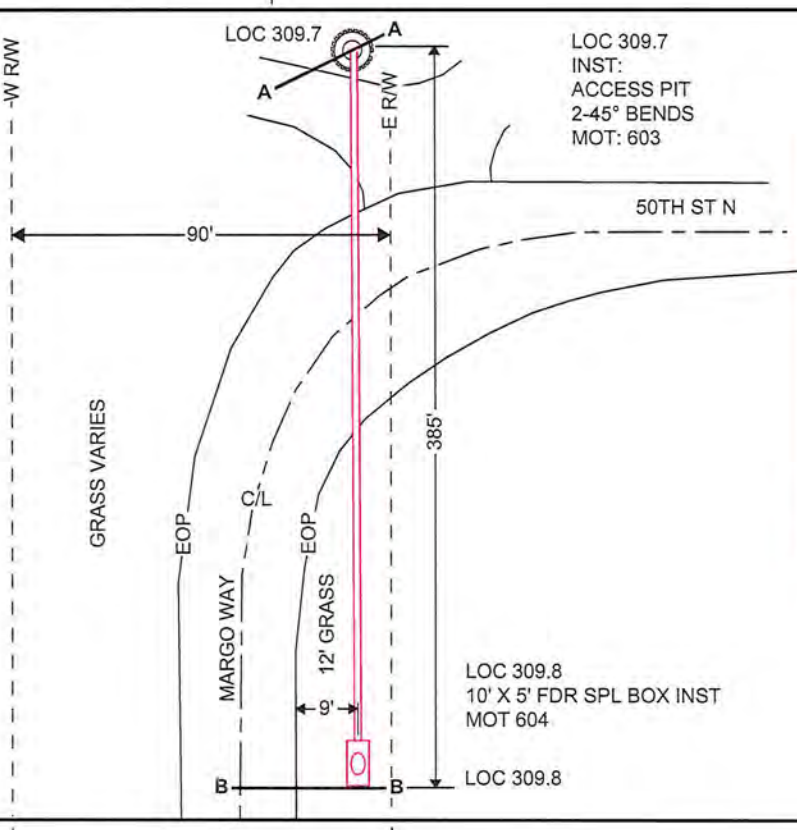


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PROPOSED DIRECTIONAL BORE
TOTAL OF 1,473'
2-6" HDPE CONDUIT
PULL NEW 3-1000A-25V-JA



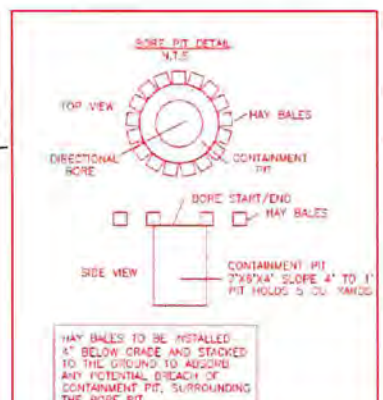
2-6" HDPE W/3-1000-A-25KV-XPE-JA
N.T.S

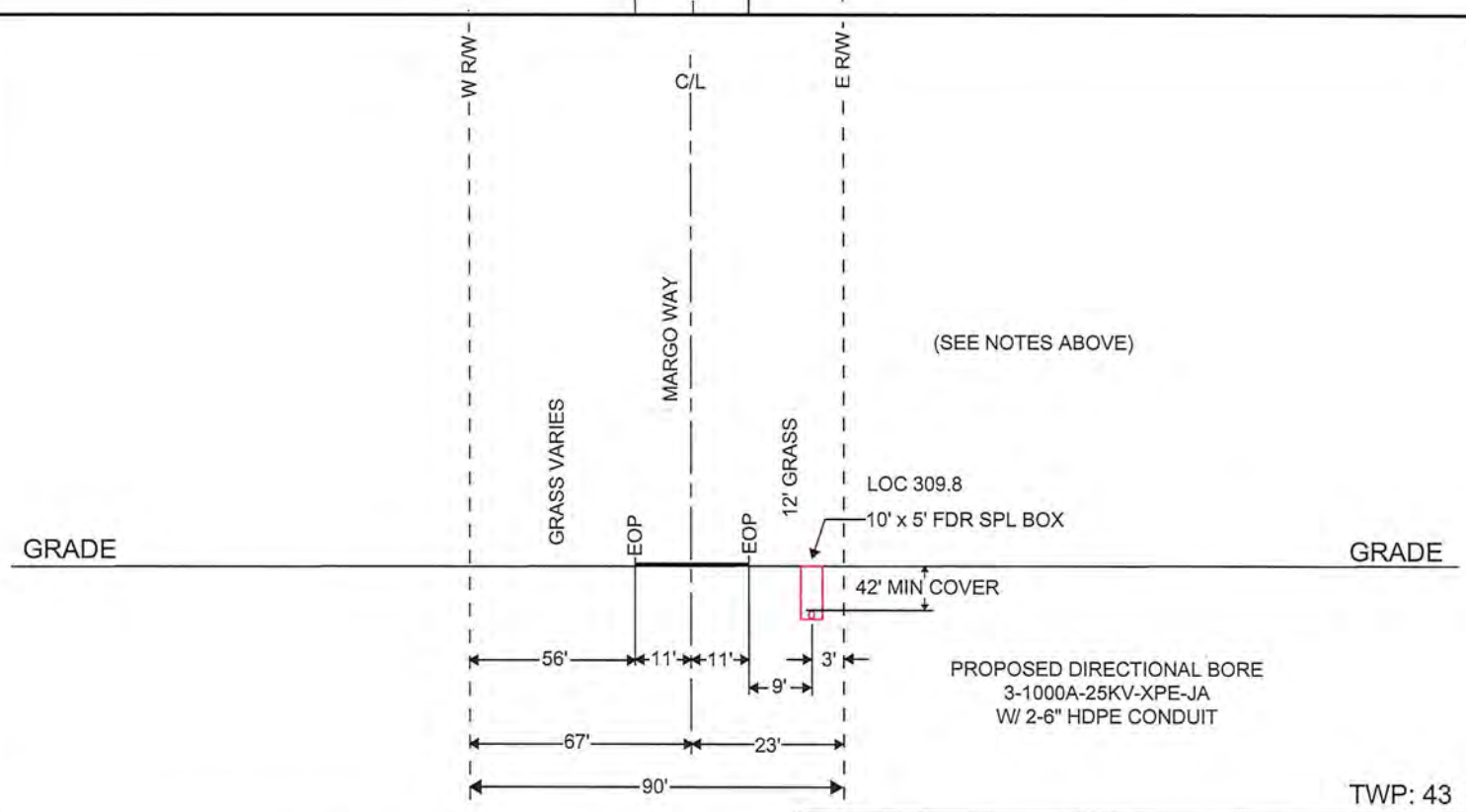


PROPOSED DIRECTIONAL BORE
3-1000A-25KV-XPE-JA
W/ 2-6" HDPE CONDUIT

PLAN VIEW
NT.S.

N





(SEE NOTES ABOVE)

PROPOSED DIRECTIONAL BORE
3-1000A-25KV-XPE-JA
W/ 2-6" HDPE CONDUIT

PROFILE VIEW
NT.S.

N

TWP: 43 SEC: 09 RNG: 40

CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- PROPOSED REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- PROPOSED REMOVE CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING FOREIGN POLE
- PROPOSED REMOVE FOREIGN POLE
- EXISTING TRANSMISSION POLE
- EXISTING TRANSMISSION POLE
- PROPOSED PADMOUNT TRANSFORMER
- EXISTING PADMOUNT TRANSFORMER
- PROPOSED ANCHOR
- PROPOSED REMOVE ANCHOR
- EXISTING ANCHOR
- PROPOSED SPLICE BOX
- EXISTING SPLICE BOX
- PROPOSED HAND HOLE
- EXISTING HAND HOLE
- RADIAL VAULT
- PROPOSED RISER
- LOCATION OF WORK BEING DONE
- PROPOSED CONDUIT
- EXISTING CONDUIT

FOREIGN UTILITIES	PROPOSED DIR. BORE W/ FDR SPL BOX ALONG MARGO WAY PALM BEACH COUNTY, FL
PB 126/24	DATE: 7/03/2024
STM SEWER / SAN SEWER	WR: 10025356
CATV / GAS	MAP NO. AV0445
WATER / SBT	PG. 3 OF 7

FPL

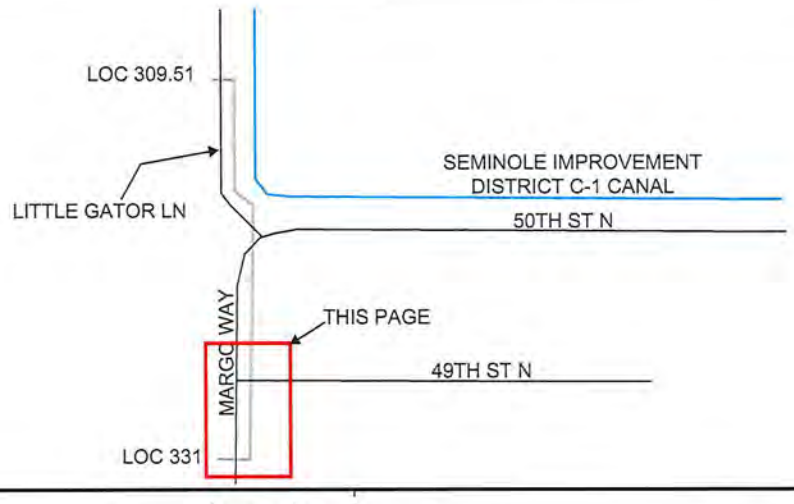
DRAWN BY: LFB00S3
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ITID
NO. DATE REVISION RWO/SIO/ER CORR APPR CH BY

NOTIFY COUNTY OF PALM BEACH
48 HOURS PRIOR TO START
OF CONSTRUCTION

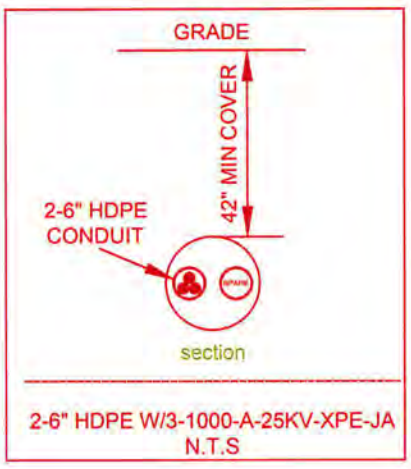
MAINTAIN 12" VERTICAL
AND 5' HORIZONTAL
SEPARATION FROM
EXISTING UTILITIES.

= SEMINOLE IMPROVEMENT DISTRICT C-1 CANAL
= WORK AREA

LOCATION SKETCH
NT.S.

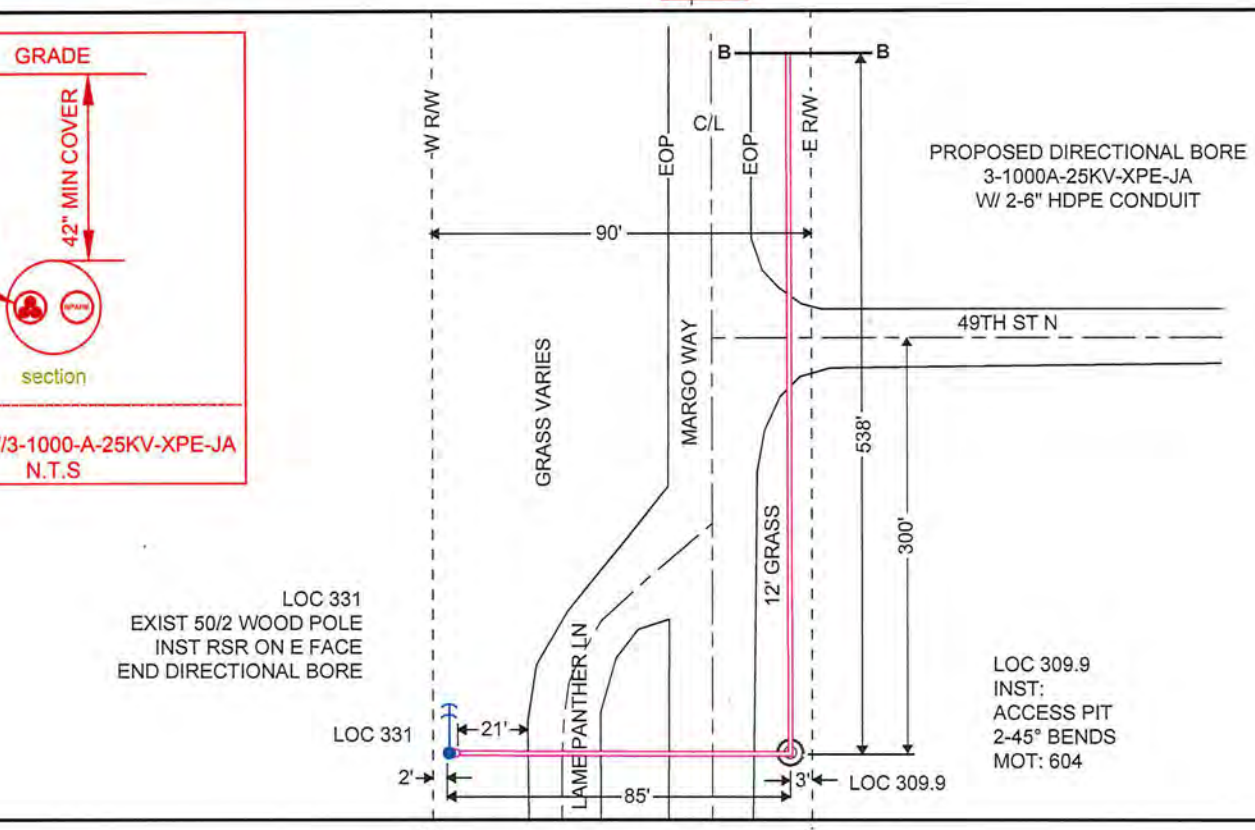


PROPOSED DIRECTIONAL BORE
TOTAL OF 1,473'
2-6" HDPE CONDUIT
PULL NEW 3-1000A-25V-JA



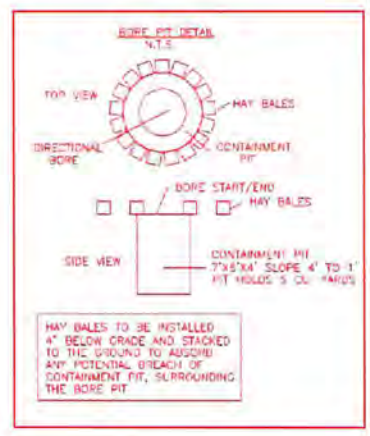
2-6" HDPE W/3-1000-A-25KV-XPE-JA
N.T.S

PLAN VIEW
NT.S.



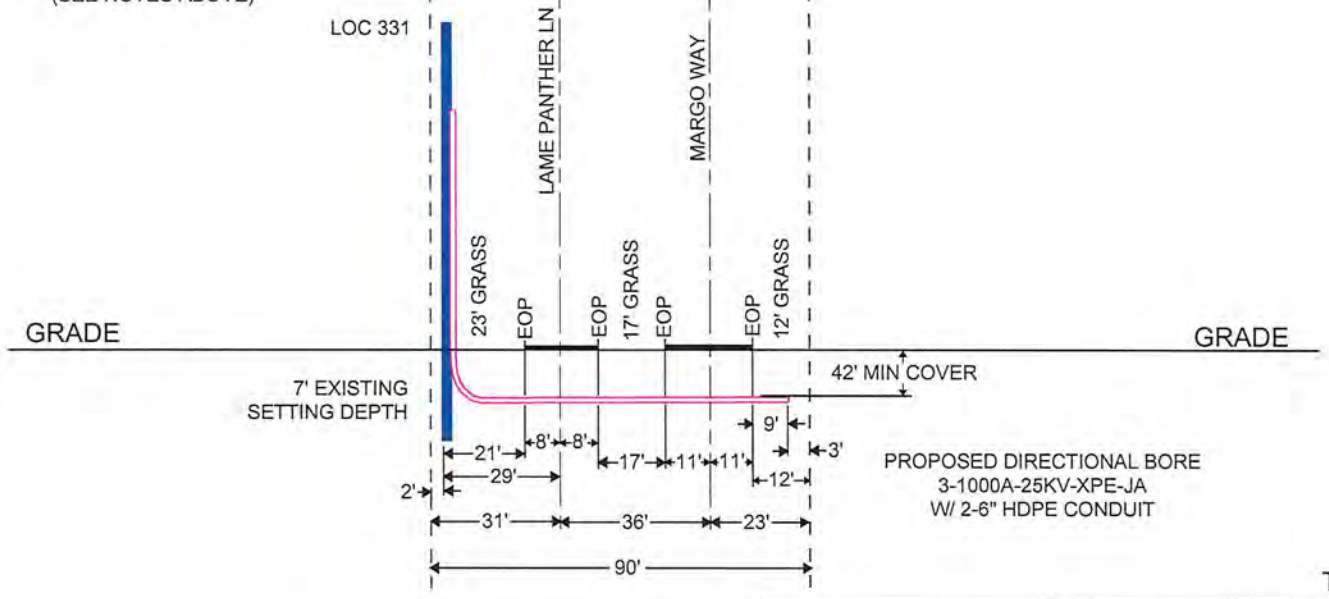
PROPOSED DIRECTIONAL BORE
3-1000A-25KV-XPE-JA
W/ 2-6" HDPE CONDUIT

LOC 309.9
INST:
ACCESS PIT
2-45° BENDS
MOT: 604



PROFILE VIEW
NT.S.

(SEE NOTES ABOVE)



PROPOSED DIRECTIONAL BORE
3-1000A-25KV-XPE-JA
W/ 2-6" HDPE CONDUIT

TWP: 51 SEC: 10 RNG: 39

CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- PROPOSED REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- PROPOSED REMOVE CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING FOREIGN POLE
- PROPOSED REMOVE FOREIGN POLE
- EXISTING TRANSMISSION POLE
- EXISTING TRANSMISSION POLE
- PROPOSED PADMOUNT TRANSFORMER
- EXISTING PADMOUNT TRANSFORMER
- PROPOSED ANCHOR
- PROPOSED REMOVE ANCHOR
- EXISTING ANCHOR
- PROPOSED SPLICE BOX
- EXISTING SPLICE BOX
- PROPOSED HAND HOLE
- EXISTING HAND HOLE
- RADIAL VAULT
- PROPOSED RISER
- LOCATION OF WORK BEING DONE
- PROPOSED CONDUIT
- EXISTING CONDUIT

FOREIGN UTILITIES

PB 126/24

STM SEWER	SAN SEWER
CATV	GAS
WATER	SBT

PROPOSED DIR. BORE
ALONG MARGO WAY
PALM BEACH COUNTY, FL

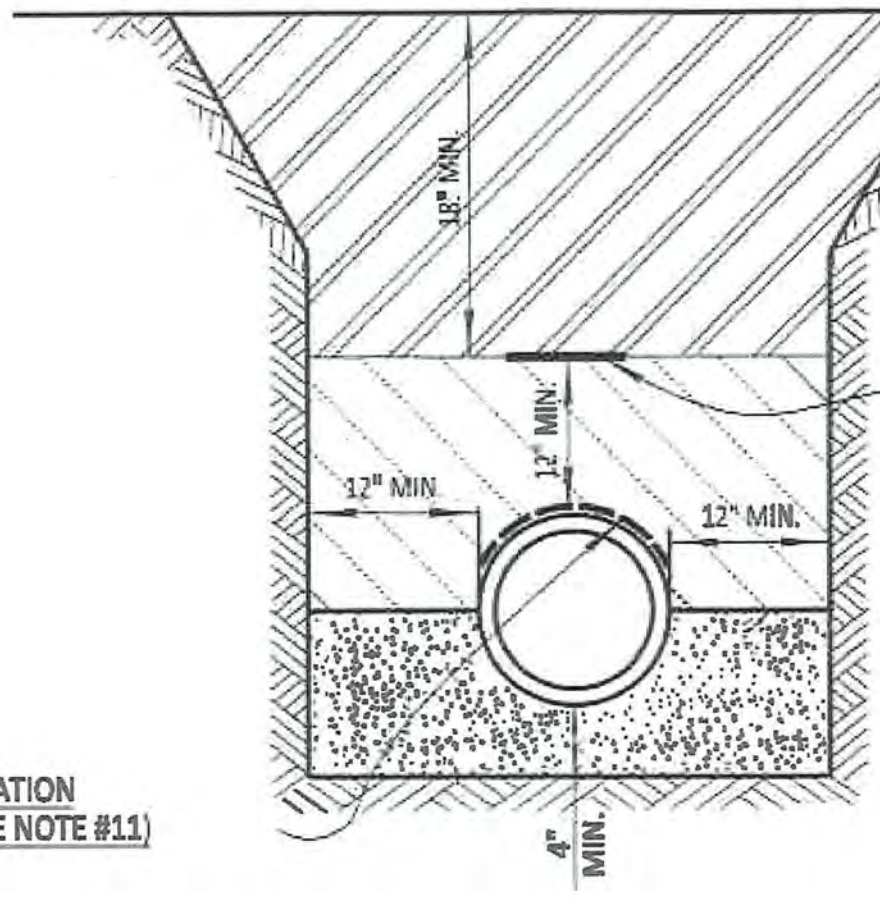
DATE: 7/03/2024
WR: 10025356
MAP NO. AV0445
PG. 4 OF 7

FPL

DRAWN BY: LFB00S3
CHECKED:
CORRECT:
APP.

ITID

NO.	DATE	REVISION	BY	CH	CORR	APPR	RWO/SIO/ER



REMAINING BACKFILL, BASE AND SURFACE MATERIAL TO BE PLACED AND COMPACTED PER APPROPRIATE SPECIFICATIONS OR MINIMUM 98% PER AASHTO-T-180, 6" MAX. LIFTS, (MIN. 90% DENSITY IS REQUIRED FOR NON-TRAFFIC AREAS OUTSIDE OF ROAD RIGHTS OF WAY).

IDENTIFICATION TAPE (SEE NOTE 9)

GRANULAR BACKFILL PLACED AND COMPACTED TO MINIMUM 98% OF MAXIMUM DENSITY, PER AASHTO-T-180, 2" MAX. SIZE.

BEDDING MATERIAL MINIMUM 98% COMPACTION, PER AASHTO-T-180.

NOTES:

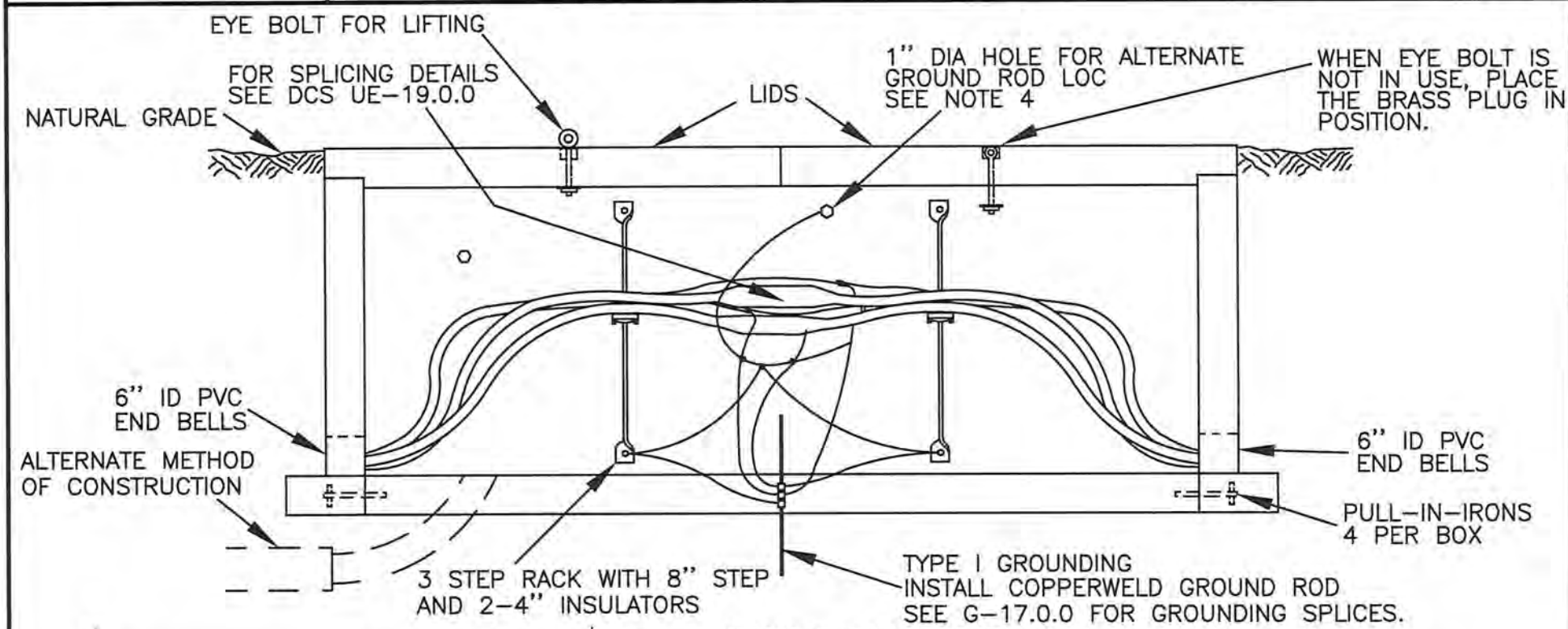
1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS SHALL BE TAKEN IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM, (MINIMUM 1 SET) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION AS PART OF THEIR FIELD REVIEW.
6. THE PERMITTEE/DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAIL FOR PAVED AREAS (OPEN CUT FOR THOROUGHFARE AND NON-THOROUGHFARE ROADS).
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 18" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED PIPE INSTALLATION CLOSER THAN 10 FEET FROM AN EXISTING TREE. SEE SEPARATE DETAIL FOR ROOT BARRIER.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED.

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT STANDARDS/1.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				TYPICAL TRENCH DETAIL (NON-PAVED AREAS)	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		1
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE: 4/27/18	
				COUNTY ENGINEER OR DESIGNEE	

FEEDER SPLICE BOX

UN-18.0.0



TYPICAL FEEDER SPLICE BOX

M&S NUMBER	DESCRIPTION
162-240-003	CONCRETE FEEDER SPLICE BOX & LIDS. (SEE NOTE 5)
162-241-000	CONCRETE FEEDER SPLICE BOX & LIDS COMES WITH SPECIAL BRUSHED SIDEWALK FINISH LIDS AND FLUSH INSERTS SUITABLE FOR PEDESTRIAN TRAFFIC. (SEE NOTE 5)
162-242-203	POLYMER CONCRETE FEEDER SPLICE BOX. TO BE INSTALLED IN AREAS NOT SUBJECT TO ANY VEHICULAR TRAFFIC SUCH AS STREETS, PARKING LOTS, OR DRIVEWAYS. APPROXIMATE WEIGHT = 900 LBS.

NOTES:

1. LEAVE SUFFICIENT EXPOSED GROUND ROD TO INSTALL 6 EACH #4/0-#2 CONNECTIONS M&S #120-118-005.
2. GROUND ALL SPICES PER DISTRIBUTION STANDARD G-17.0.0.
3. GROUND CABLE RACKS.
4. EACH SPLICE BOX IS SUPPLIED WITH 2-1" DIA HOLE FOR ALTERNATE GROUND ROD LOCATION. MAKE ALL GROUNDING CONNECTIONS INSIDE THE BOX. RUN SUFFICIENT AMOUNT OF 4/0 TO MAKE CONNECTION TO ALT. GROUND ROD LOCATION. RESEAL 1" DIA HOLE WITH AQUASEAL.
5. REFER TO UX-233.0.1 FOR DRIVEWAY LOADING SPLICE BOXES (H20 RATED), M&S #162-240-003 AND 162-241-000. (H20 RATED = 32,000LBS).
6. WEIGHT OF SPLICE BOX (W/O LIDS) = 6700 LBS. DIMENSIONS ARE 10' X 4'-2.5" X 41" DEEP.
7. WEIGHT OF EACH LID = 1400 LBS. TWO LIDS ARE REQUIRED PER SPLICE BOX. STANDARD LID - M&S# 162-240-011, BRUSHED SIDEWALK LID - M&S# 162-240-012.
8. URD FEEDER CABLE SPLICES MUST BE BONDED TO DRIVEN GROUNDS.
9. REFER TO UE-19.0.0 FOR SPLICE ASSEMBLY. A WATER TIGHT SEAL MUST BE MADE WHERE INSULATED.
10. CONDUCTORS CONNECT TO SYSTEM NEUTRAL. SEE G-17.0.0.
11. THE MAXIMUM PERMISSIBLE IMPENDENCE TO SYSTEM NEUTRAL FOR A DRIVEN GROUND IS 25 OHMS.
12. AS SHOWN ABOVE, THE PVC MAY ENTER UNDERNEATH THE SPLICE BOX BY USING A 45 DEGREE SWEEP. SEAL CONDUIT WITH DUCT SEAL.
13. IN AREAS SUBJECT TO WATER INTRUSION, INSTALL A SUFFICIENT AMOUNT OF PEAROCK 1/4"-3/4" SIZE ROCK TO ALLOW FOR THE PERCOLATION OF THE WATER.
14. IF FEEDER SPLICE BOX IS TO BE INSTALLED IN A SIDEWALK, A SEPARATION WILL BE NEEDED BETWEEN THE CONCRETE AND THE LIDS. THE D.O.T. INDEX 310 SPECIFIES THE USE OF A 1/2" EXPANSION JOINT (PREFORMED JOINT FILLER) FOR THIS SEPARATION. ALSO CONSULT YOUR LOCAL MUNICIPALITY FOR ANY ADDITIONAL REQUIREMENTS.
15. THE MAXIMUM SEPARATION BETWEEN FEEDER SPLICE BOXES IS 950', THIS IS TO ALLOW FOR PROPER CABLE PULLING TENSIONS.
16. UX-233.0.1 AND UX-233.0.3 FOR MORE DETAIL.
17. WHEN SETTING A PAD/MANHOLE OR FEEDER SPLICE BOX, THE AREA MUST BE LEVELED WITHIN 1 INCH IN 8 FEET IN ALL DIRECTIONS, AND THOROUGHLY COMPACTED WITH A VIBRATORY PLATE COMPACTOR. THIS STEP WOULD PROVIDE A SMOOTH AND LEVEL SURFACE.
18. FEEDER CABLES ARE NOT TO BE LOOPED AROUND THE ENDS OF THE BOX, THIS WILL EXCEED THE BEND RADIUS OF THE CABLES CREATING A POTENTIAL FAILURE

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
10	10/20/20	UPDATE NOTE 7	ARR	GXS	RDH
9	3/5/20	UPDATE TABLE	ARR	ELS	RDH
8	8/26/19	ADD NOTE 18	ARR	ELS	RDH
7	8/6/18	ADD NOTE 17	ARR	ELS	RDH
6	6/12/17	UPDATE DRAWING AND NOTES	ARR	ELS	RDH
5	5/19/17	ADD NOTE 15	ARR	ELS	RDH

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: RAP DRAWN BY: J.SHOUP

DATE: 8/27/99 APPROVED: J.J McEVOY NO SCALE

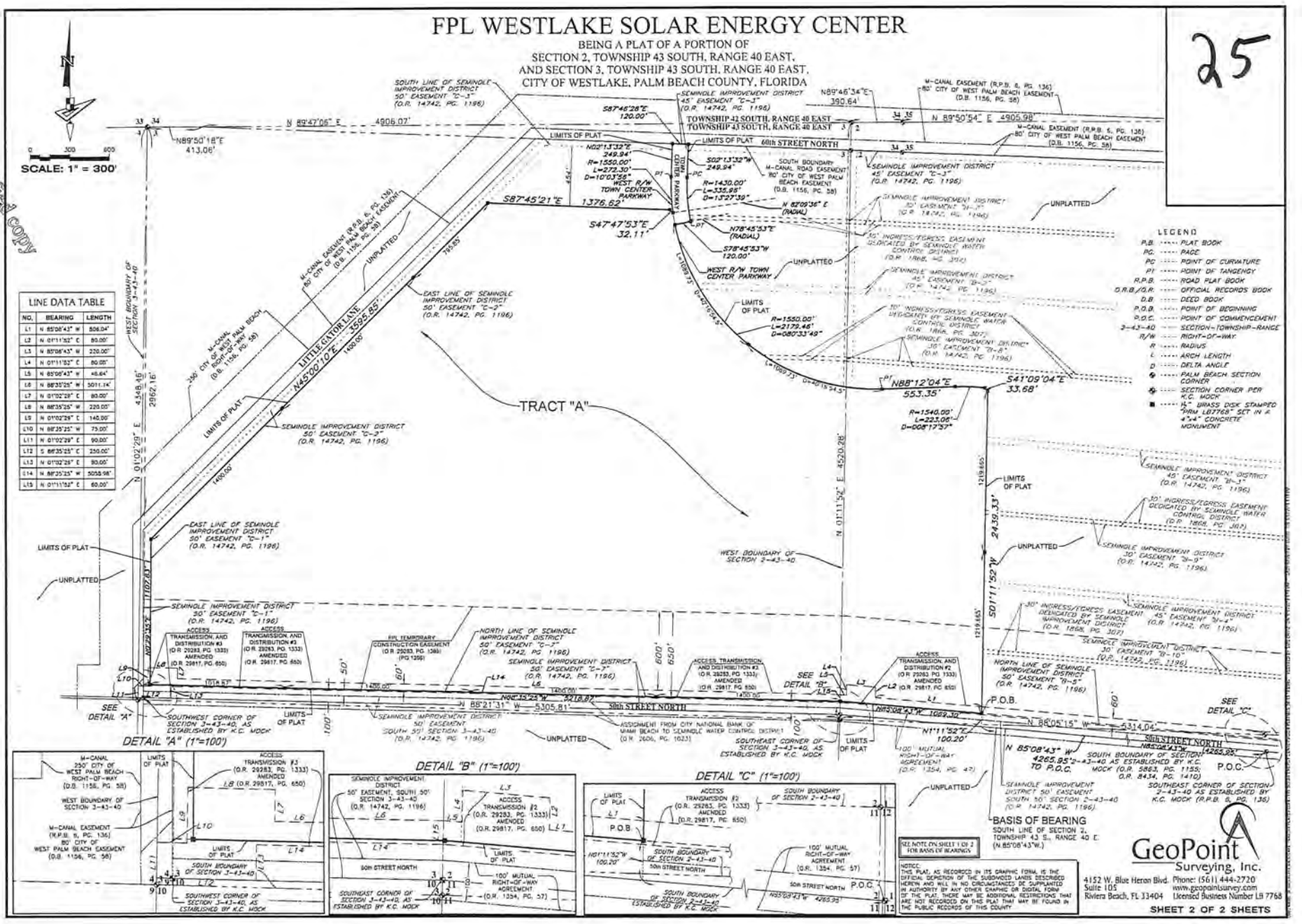
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

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25

FPL WESTLAKE SOLAR ENERGY CENTER

BEING A PLAT OF A PORTION OF
SECTION 2, TOWNSHIP 43 SOUTH, RANGE 40 EAST,
AND SECTION 3, TOWNSHIP 43 SOUTH, RANGE 40 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA


SCALE: 1" = 300'
TRACT "A"
LITTLE GATOR LANE
WEST TOWN CENTER PARKWAY
50th STREET NORTH
60th STREET NORTH
LIMITS OF PLAT
UNPLATTED
SEMINOLE IMPROVEMENT DISTRICT 50' EASEMENT "C-1" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 50' EASEMENT "C-2" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 50' EASEMENT "C-3" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 45' EASEMENT "C-3" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 30' EASEMENT "C-1" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 45' EASEMENT "B-3" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 30' EASEMENT "B-1" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 30' EASEMENT "B-3" (O.R. 14742, PG. 1196)
SEMINOLE IMPROVEMENT DISTRICT 30' EASEMENT "B-10" (O.R. 14742, PG. 1196)
NORTH LINE OF SEMINOLE IMPROVEMENT DISTRICT 50' EASEMENT "B-5" (O.R. 14742, PG. 1196)
30' INGRESS/EGRESS EASEMENT DEDICATED BY SEMINOLE WATER CONTROL DISTRICT (O.R. 18668, PG. 307)
M-CANAL EASEMENT (R.P.B. 6, PG. 136) 80' CITY OF WEST PALM BEACH EASEMENT (O.R. 1156, PG. 38)
M-CANAL 250' CITY OF WEST PALM BEACH RIGHT-OF-WAY (O.R. 1156, PG. 38)
SOUTH BOUNDARY M-CANAL ROAD EASEMENT 80' CITY OF WEST PALM BEACH EASEMENT (O.R. 1156, PG. 38)
ACCESS TRANSMISSION, AND DISTRIBUTION #3 (O.R. 29283, PG. 1333) AMENDED (O.R. 29817, PG. 650)
ACCESS TRANSMISSION #2 (O.R. 29283, PG. 1333) AMENDED (O.R. 29817, PG. 650)
FPL TEMPORARY CONSTRUCTION EASEMENT (O.R 29283, PG. 1369) (PG 1259)
ASSIGNMENT FROM CITY NATIONAL BANK OF MIAMI BEACH TO SEMINOLE WATER CONTROL DISTRICT (O.R. 2606, PG. 1623)
100' MUTUAL RIGHT-OF-WAY AGREEMENT (O.R. 1354, PG. 47)
100' MUTUAL RIGHT-OF-WAY AGREEMENT (O.R. 1354, PG. 57)
SOUTH LINE OF SEMINOLE IMPROVEMENT DISTRICT 50' EASEMENT "C-3" (O.R. 14742, PG. 1196)
EAST LINE OF SEMINOLE IMPROVEMENT DISTRICT 50' EASEMENT "C-2" (O.R. 14742, PG. 1196)
EAST LINE OF SEMINOLE IMPROVEMENT DISTRICT 50' EASEMENT "C-1" (O.R. 14742, PG. 1196)
WEST BOUNDARY OF SECTION 3-43-40
WEST BOUNDARY OF SECTION 2-43-40
SOUTH 50' SECTION 3-43-40 (O.R. 14742, PG. 1196)
SOUTH BOUNDARY OF SECTION 2-43-40
SOUTHWEST CORNER OF SECTION 3-43-40, AS ESTABLISHED BY K.C. MOCK
SOUTHEAST CORNER OF SECTION 2-43-40, AS ESTABLISHED BY K.C. MOCK
P.O.B.
P.O.C.
SEE DETAIL "A"
SEE DETAIL "B"
SEE DETAIL "C"
DETAIL "A" (1"=100')
DETAIL "B" (1"=100')
DETAIL "C" (1"=100')
S87°46'26"E 120.00'
N89°46'34"E 390.64'
N89°47'05" E 4906.07'
N89°50'18"E 413.06'
N89°50'54" E 4905.98'
S87°45'21"E 1376.62'
S47°47'53"E 32.11'
N88°12'04"E 553.35'
S41°09'04"E 33.68'
N45°00'10"E 3595.85'
N 01°02'29" E 4548.16'
2962.16'
N 01°11'52" E 4520.28'
S01°11'52"W 2439.33'
N 88°21'31" W 5305.81'
N 88°05'15" W 5314.04'
N89°08'43"W 1089.30'
N1°11'52"E 100.20'
N 85°08'43" W 4265.95'
R=1550.00' L=272.30' D=10°03'58"
R=1430.00' L=335.98' D=13°27'39"
R=1550.00' L=2179.46' D=080°33'49"
R=1540.00' L=223.06' D=008°17'57"
1400.00'
1219.65'
1400.00'
2439.33'
4520.28'
1400.00'
1102.61'
1400.00'
3218.82'
1400.00'
1400.00'
1400.00

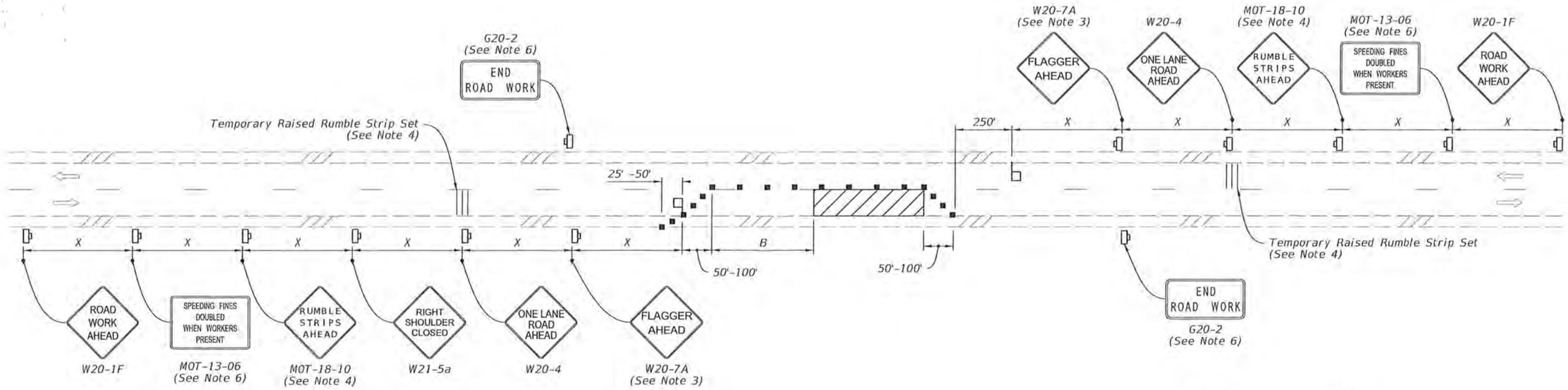
Response Letter REVISION RESPONSE DATE 7/03/2024

Subject: WR# 10025356

Comment / Response:

ITID Permit has been updated.

7/03/2024



NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

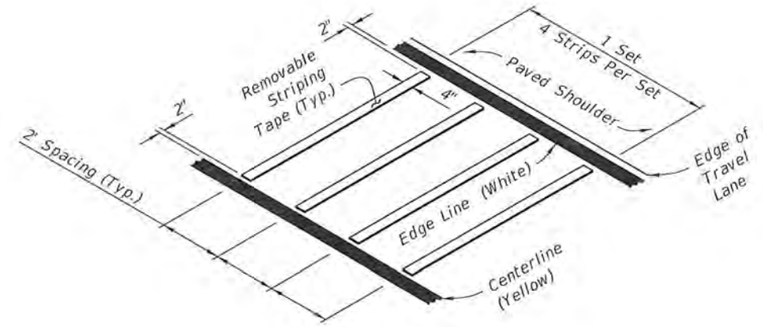
8. Railroad Crossings:

   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

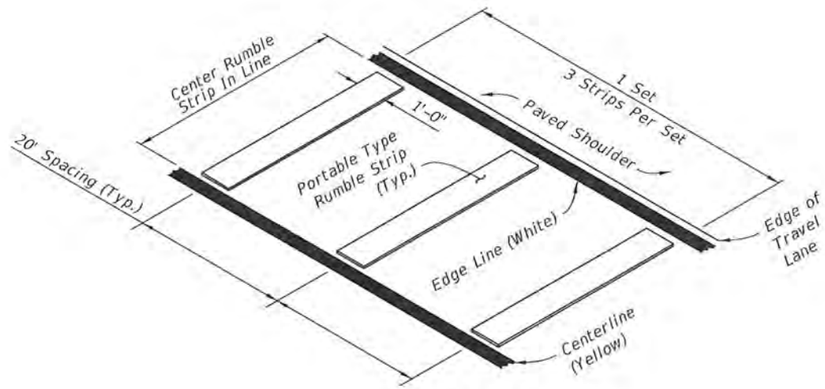
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



OPTION - 1
REMOVABLE STRIPING TYPE

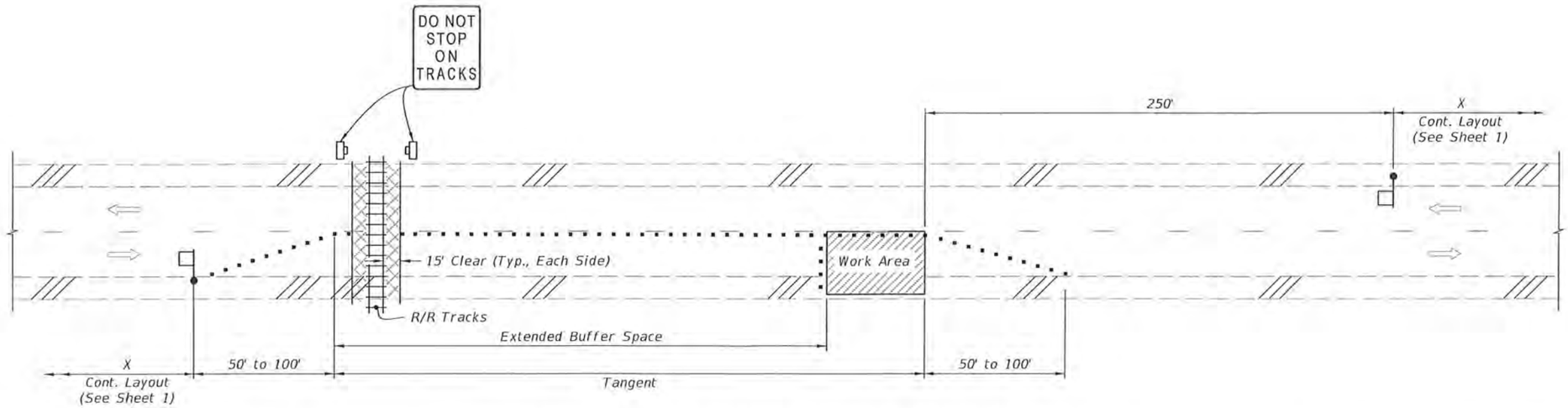


OPTION - 2
PORTABLE TYPE

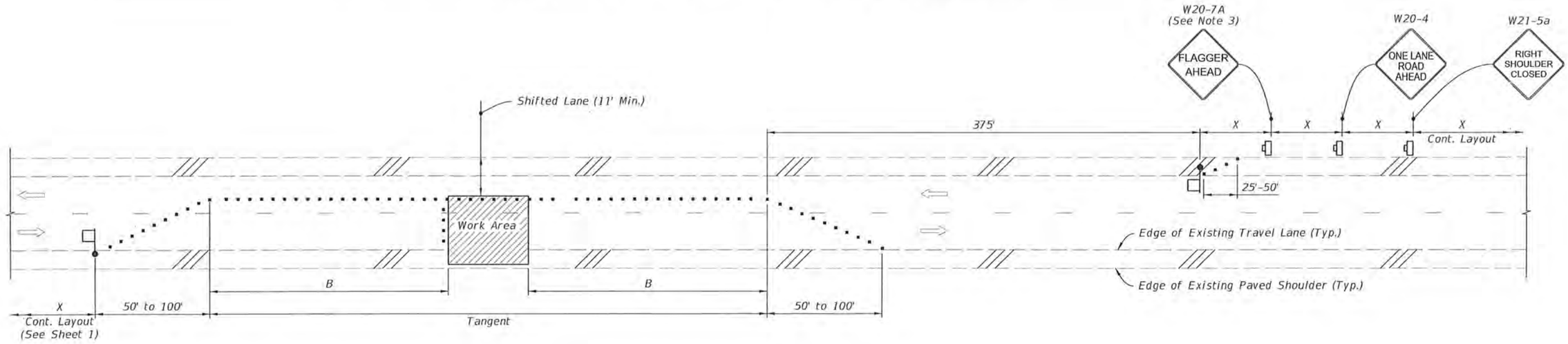
RUMBLE STRIP SETS

10/6/2022 1:24:30 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	1 of 2



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

10/6/2022 1:24:30 PM

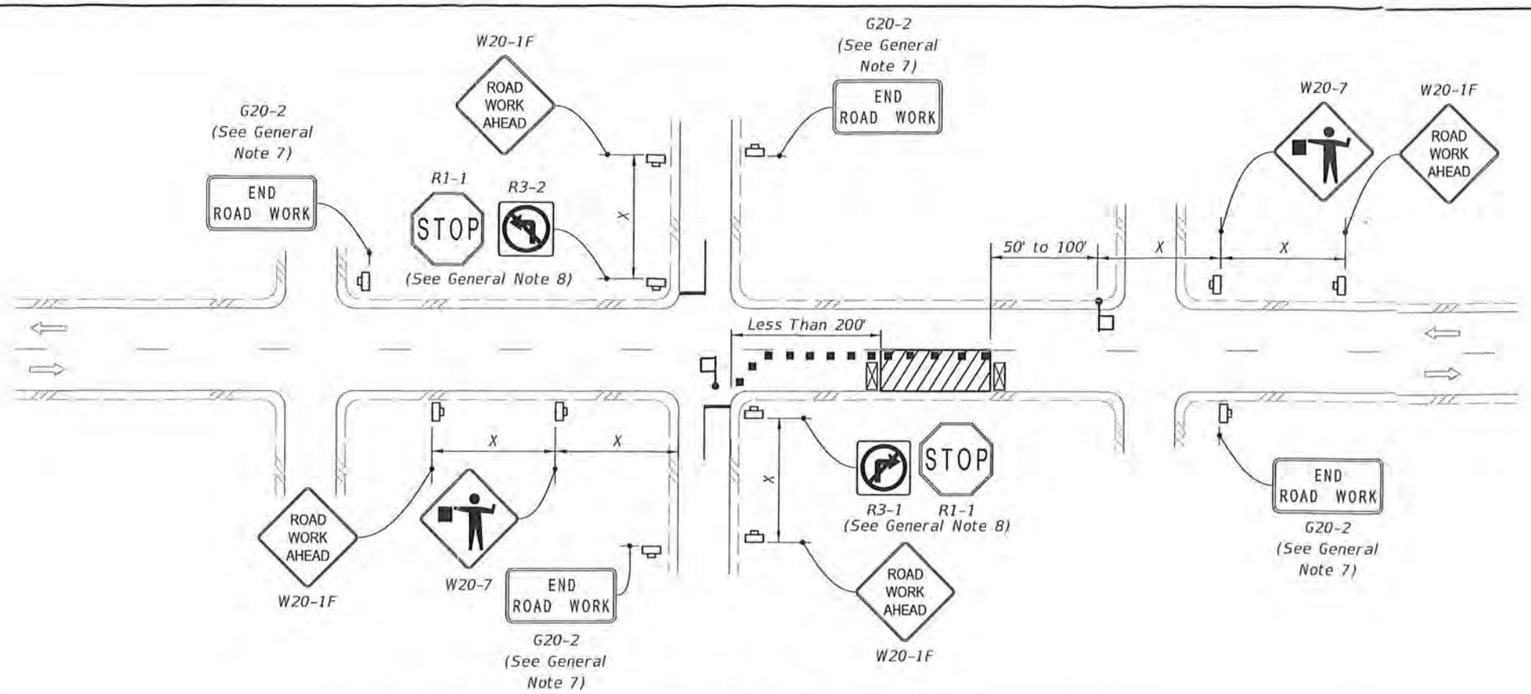
LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	2 of 2

GENERAL NOTES:

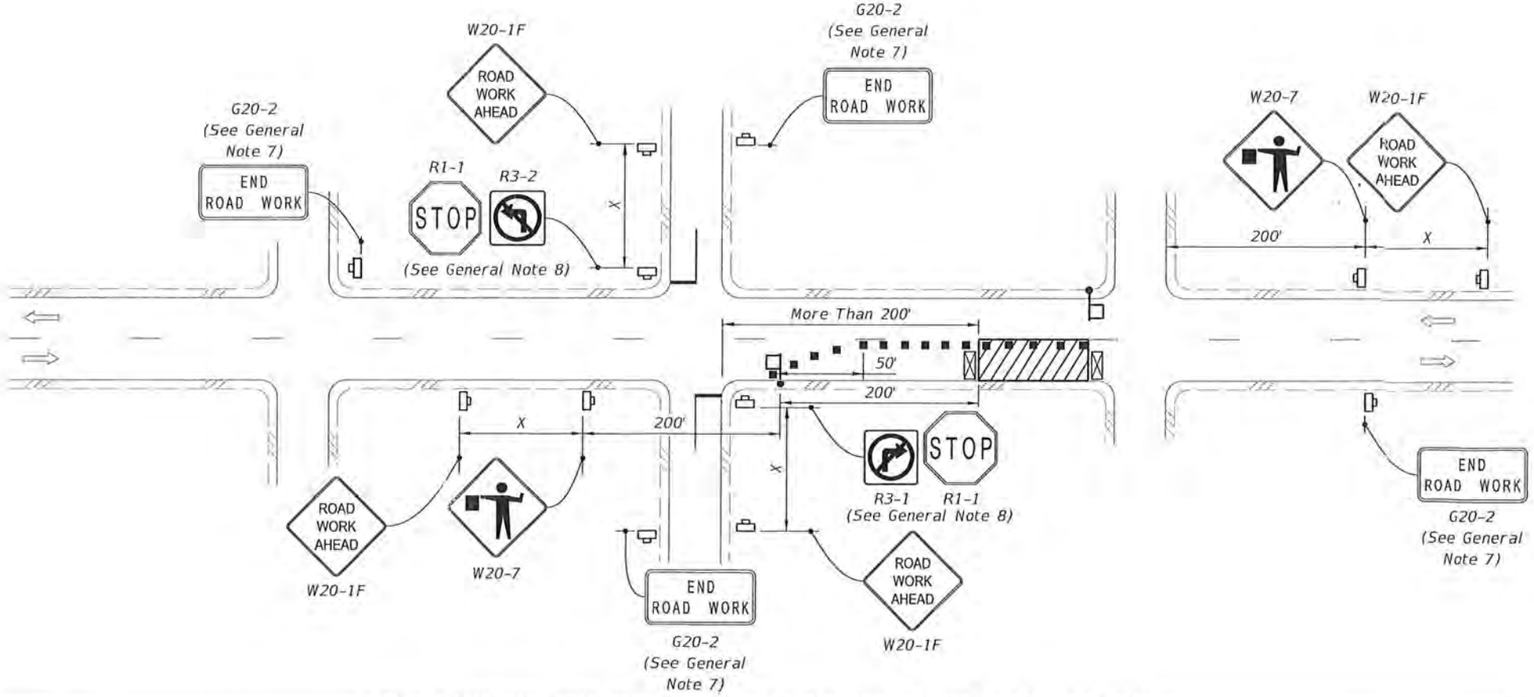
1. This Index applies to two-lane, two-way roadways with work within or near the intersection.
2. X = Work Zone Sign Spacing
   See Index 102-600 for "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).
4. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
5. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
6. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.
7. The "End Road Work" signs (G20-2) along with the associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.
8. As an option to the "STOP" sign (R1-1) and Restricted Left/Right Turning Movement sign (R3-1 or R3-2), the "SIDE ROAD INTERSECTING THE WORK ZONE" flagging operation from Index 102-600 may be used.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic



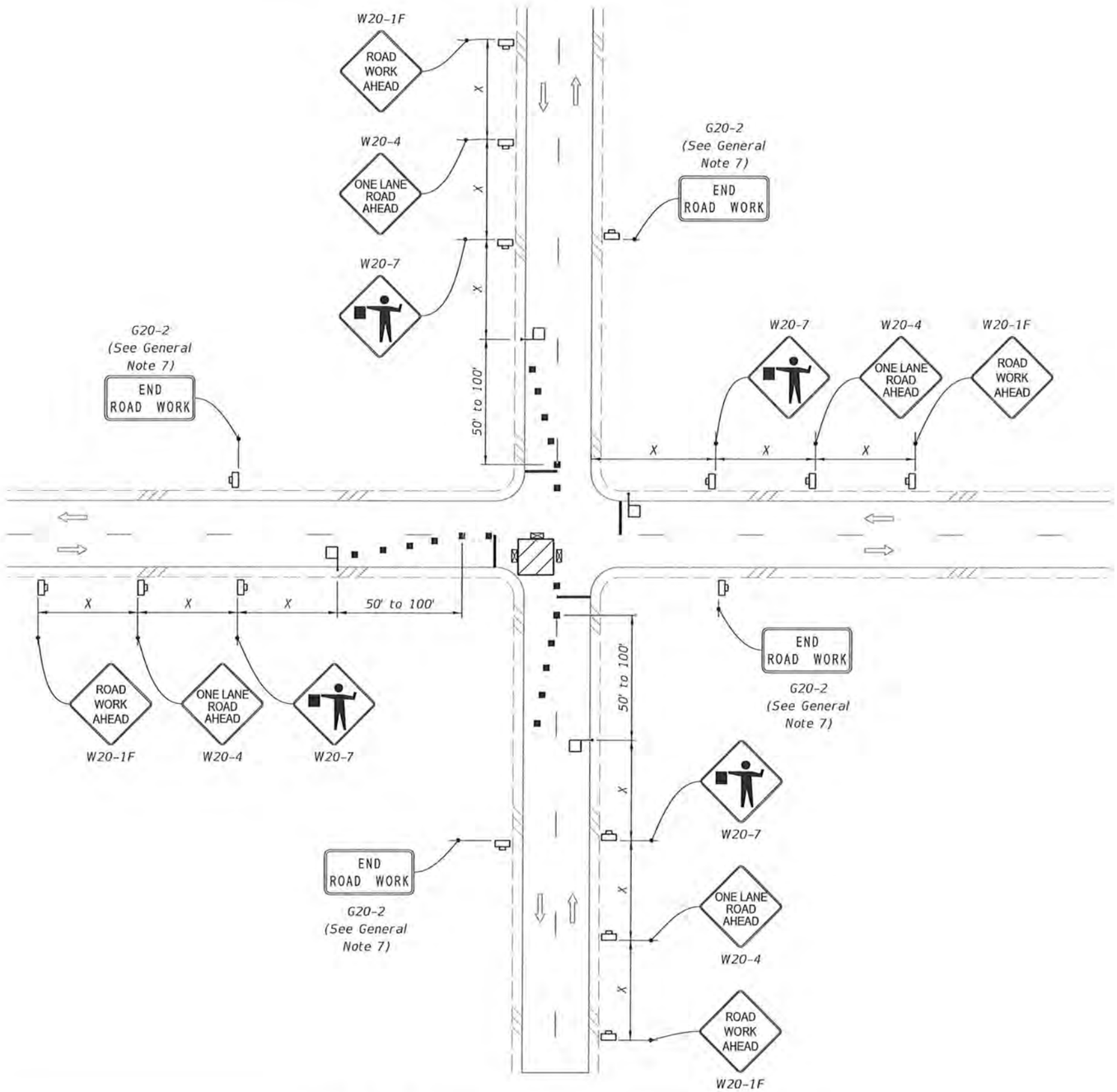
LANE CLOSURE FOR WORK LESS THAN 200' FROM INTERSECTION



LANE CLOSURE FOR WORK MORE THAN 200' FROM INTERSECTION

10/6/2022 1:24:46 PM

LAST REVISION	REVISION	DESCRIPTION:				
11/01/22			FDOT FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX 102-604	SHEET 1 of 2



SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic

WORK IN INTERSECTION OF TWO-LANE ROADWAY

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LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX	SHEET
11/01/22						102-604	2 of 2

AGENDA ITEM NO. 11.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Contracts/Agreements/Leases
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Approval: Amendment No. 1, Resilient Florida Grant No. 23FRP45 M0 Canal Structure (Project)
BACKGROUND:	The Federal Funding for the Resilient Florida Grant was originally $397,110. This Amendment No. 1 adds additional Federal Funding of $233,743. The new total Federal Funding for the Project is $630,853. Indian Trail is responsible for a $630,853 match for a total project cost of $1,261,706. The Due Date for this grant is June 30, 2026.
FISCAL IMPACT:	$50,000 was budgeted in FY25. $1,211,706 will be budgeted for this project in FY26.
RECOMMENDATION:	Motion to approve Amendment No. 1, Resilient Florida Grant No. 23FRP45 M0 Canal Structure.

ATTACHMENTS:

23FRP45 A1 -Indian Trail Improvement District M-0 Canal Structure - ARPA For Execution.pdf

AMENDMENT NO. 1
TO AGREEMENT NO. 23FRP45
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
INDIAN TRAIL IMPROVEMENT DISTRICT

This Amendment to Agreement No. 23FRP45 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Indian Trail Improvement District (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Indian Trail Improvement District M-0 Canal Structure (Project), effective October 23, 2023; and,

WHEREAS, the Department has requested to add a new deliverable to the Agreement as set forth herein; and,

WHEREAS, $233,743.00 in additional funding for this Project is provided under Line Item 197-H and the total funding for this agreement is now $630,853.00; and,

WHEREAS, the parties have agreed to update Attachment 2: Section 7. Match Requirements, Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity, and Section 16. Additional Terms to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, Payment Request Schedule, and Project Timeline and Budget Detail in Attachment 3; and,

WHEREAS, the Department has requested to add Exhibit M to the Agreement as set forth herein; and

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 8, Exhibit A and Exhibit H following updates from the Office of the General Counsel.

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$630,853.00	☐ State ☑ Federal	197-H 23	$397,110.00
	☐ State ☑ Federal	197-H 23	$233,743.00
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☑ Grantee Match		$630,853.00
		Total Amount of Funding + Grantee Match, if any:	**$1,261,706.00**

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Katie Hoover
Address: 3900 Commonwealth Blvd, MS#230
Tallahassee, Florida 32399
Phone: 850-245-7533
Email: Katharine.L.Hoover@FloridaDEP.gov

3. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

4. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

5. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

6. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

7. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

8. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

9. Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8, shall hereinafter refer to Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements.

10. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

11. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

12. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

INDIAN TRAIL IMPROVEMENT DISTRICT

By: _____
Authorized Representative or Designee

Michael Johnson, President Board of Supervisors
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (4 pages)
Attachment	3-A	Revised Grant Work Plan (4 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Attachment	8-A	Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	M	Match Expenditure Monitoring Form (2 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23FRP45

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Indian Trail Improvement District M-0 Canal Structure. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $630,853.00 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to match requirements must demonstrate to the Department that the Grantee has designated the necessary amount of funds as match, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for

subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement. The Grantee must provide subcontractor proof of payment to the Department with its next payment request or within sixty (60) days if the payment was a final payment.

16. Additional Terms.

a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

b. Paragraph 8.i. of Attachment 1 is deleted.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23FRP45

ATTACHMENT 3-A

PROJECT TITLE: Indian Trail Improvement District M-0 Canal Structure

PROJECT LOCATION: The Project is located in an unincorporated area within Palm Beach County, Florida.

PROJECT DESCRIPTION:
The Indian Trail Improvement District (Grantee) will implement the Indian Trail Improvement District M-0 Canal Structure (Project) to install a gated overflow weir where the M-0 Canal outfall discharges into the South Florida Water Management District L-8 Canal. This project consists of construction activities only.

TASKS AND DELIVERABLES:

Task 1: Indian Trail Improvement District M-0 Canal Structure

The Grantee will complete the following under this Project:

Sea Level Impact Projection (SLIP) Study Report
The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Construction
The Grantee will construct a control structure at the location in which the the outfall of the Indian Trail Improvement District M-0 Canal discharges into the South Florida Water Management District L-8 Canal; the proposed structure, consisting of a gated overflow weir, will be installed in accordance with the construction contract documents. Project costs associated with the construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**
- **1.2:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project. This should include any permits listed in the original project application and as required by Attachment 8.
- **1.3:** A copy of the final design and record (as-built) drawings.

- **1.4:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project.
- **1.5:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.
- **1.6**: Project administration and management report(s) signed by the Grantee's Grant Manager or a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than monthly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities which may also include project and site inspections;
    - Meeting minutes to all attended meetings, as applicable; and
    - Field notes, if applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. If the Project is not completed by the Agreement's Date of Expiration, all remaining Project deliverables must be submitted no later than sixty (60) days following the completion of the Project, as required by Paragraph 14 to Attachment 6, Program-Specific Requirements. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request. For Projects funded with federal American Rescue Plan Act funds that are not completed by the Agreement End Date, these Consequences for Non-Performance will not apply if all Department funds have been expended and only Match funds remain.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment

request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. For Projects funded with federal American Rescue Plan Act funds, requests for any change(s) must be submitted to the Department prior to October 1, 2024. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Indian Trail Improvement District M-0 Canal Structure	$630,853	$630,853	$1,261,706	Upon Execution	06/30/2026
			Total:	**$1,261,706**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Amendment 1	U.S. Department of Treasury	21.027	SLFRP0125	$630,853.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$630,853.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
    i. 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 Recipient 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.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient 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 Recipient's legal duty to furnish information.

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

E. The Recipient 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.

F. The Recipient 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.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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.

H. The Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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 by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees 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.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP45

Project Title: Indian Trail Improvement District M-0 Canal Structure

Grantee: Indian Trail Improvement District

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11*;* and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIONMENTAL PROTECTION
MATCH EXPENDITURE MONITORING FORM
RESILIENT FLORIDA PROGRAM

Exhibit M

Only applicable for grant agreements funded by the American Rescue Plan Act (ARPA) funds.

DEP Agreement Number: 23FRP45

Project Title: Indian Trail Improvement District M-0 Canal Structure

Grantee: Indian Trail Improvement District

If the ARPA-funded portion of the above-identified grant is completed or the Grantee has received the final reimbursement of ARPA funds available in the Agreement, and the Project is not completed by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), then this Exhibit will apply, as per Paragraph 14 to Attachment 6, Program-Specific Requirements. The Grantee will complete and submit this Exhibit to ResilientFloridaGrants@FloridaDEP.gov either prior to or with the final Exhibit C, Payment Request. This Exhibit must be submitted to the Department in order to formally close out the grant in the Florida Accountability Contract Tracking System (FACTS) and to identify all remaining deliverable(s) which are to be completed solely using the Grantee's match funding.

The Department will conduct monitoring of the Project, which will extend beyond the Agreement's Date of Expiration, in order for the Grantee to submit all remaining Project deliverables and meet the Match Requirements established in Section 7 to Attachment 2, Special Terms and Conditions. Monitoring will be concluded once all remaining Project deliverables required by this Exhibit have been received and accepted in writing by the Department. The remaining match-funded Project deliverables, as identified below, will be submitted after the Task Due Date listed in the Project Timeline and Budget Detail table.

The Grantee will assist the Department in completing the Project's match-funded monitoring activities by submitting the following to the Department:

1. An Exhibit A, Progress Report Form, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified here: Quarter 1: Jul – Sep; Quarter 2: Oct – Dec; Quarter 3: Jan – Mar; and Quarter 4: Apr – Jun; until the Project is completed, and monitoring is no longer required.
2. An Exhibit C, Match Detail Form, and all supporting fiscal documentation, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified above; until the Project is completed, and monitoring is no longer required.
3. Notice of final Project completion, including the date of completion, submitted to the Department no later than thirty (30) days following the completion date of the Project.
4. Full submission of remaining match-funded deliverables for all Project tasks, as listed in the table below (use additional pages, if needed).

Task Number	Deliverable Number	Deliverable Description

Failure to submit this Exhibit and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

Certification: By signing below, I certify that, on behalf of the Grantee listed above, the remaining match-funded deliverable(s) along with all related monitoring activities will be provided to the Department as described in this Exhibit.

Grantee Grant Manager Name: _____

Grantee Grant Manager Signature: _____ Date: _____

AGENDA ITEM NO. 14.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: November 13, 2024

SUBMITTED BY: Heide Garcia

DEPARTMENT: Legal

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: District Attorney Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Receive and file attached District Attorney Report.

ATTACHMENTS:
24-1029 ITID November 13 2024 Meeting Legal Status Report clean..pdf

CALDWELL PACETTI
EDWARDS SCHOECH & VIATOR LLP

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KENNETH W. EDWARDS
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MEMORANDUM

TO: Board of Supervisors of the Indian Trail Improvement District
FROM: Caldwell Pacetti Edwards Schoech & Viator LLP
DATE: October 30, 2024
RE: Legal Status Report for November 13, 2024 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. **Minto PBLH, LLC & Seminole Improvement District v. Indian Trail Improvement District.** On June 11, 2020, Minto PBLH LLC ("Minto") and Seminole Improvement District ("SID") filed a complaint in Circuit Court in Palm Beach County against the District seeking declaratory and injunctive relief, seeking to prevent the District from denying Minto/SID unrestricted vehicular access to 140th Avenue North and other District roads. Minto/SID claim their right of access is absolute based on a certain private Right-of-Way Agreement recorded in 1966 by the original landowners of Callery-Judge Groves. Minto/SID's claim is based on their alleged status as successors in interest to the original landowners who created the Right-of-Way in 1966. The District disputed this claim and retained independent litigation counsel to pursue a defense.

   STATUS. On October 13, 2023, Judge Oftedal issued an Order denying Plaintiff SID/Minto's Motion for Final Summary Judgment and Granting ITID's Motion for Partial Summary Judgment. The Judge ruled in favor of the District on its substantive claims, which are summarized as follows:

   > "In summary, the Court finds SID has no interest in the right-of-way under the ROW Agreement and that Minto's use of the right-of-way will overburden the intended scope of the easement. The Court further finds ITID's roadways lack a public dedication under §335.01, Fla. Stat., and are, consequently, not public roads within the contemplation of that statute. Finally, the Court finds ITID possesses the statutory authority to condition Plaintiffs' use of the right-of-way

connection onto ITID's roads by issuance of a permit and assessment of a reasonable fee, as provided under its charter and [§298.22(6)], Fla. Stat."

Plaintiff SID/Minto filed a motion to reconsider the Order, claiming certain errors. ITID's Litigation Counsel filed a motion for final summary judgment on all matters. A hearing was held on this motion on December 4, 2023. An order from the Court on the motions denied Plaintiff SID/Minto's motion for reconsideration. With the exception of two minor typographical changes, the Court ruled that its order of October 13, 2023 stands. The Court also denied ITID's motion for final judgment based on the fact that neither side specifically addressed Plaintiffs' affirmative defenses to ITID's counterclaim in their prior motions for summary judgment. District's Litigation Counsel felt that the Court's prior ruling had effectively dealt with the issues raised in the plaintiffs' affirmative defenses. However, perhaps out of an abundance of caution, the Court ruled that those affirmative defenses should be specifically addressed in an additional motion for summary judgment. Motions for Partial and Final Summary Judgment were filed by both parties on February 2, 2024. A hearing on the Motions for Final Summary Judgment was held on April 1, 2024. A Final Order by Judge Oftedal was issued on May 14, 2024. The Final Order denied SID/Minto's joint motion for partial summary judgment, granted ITID's motion for partial summary judgment, and entered a final judgment in favor of ITID. SID/Minto have 14 days to file a motion for a rehearing, upon the expiration of which the matter would be settled.

On May 29, 2024, Plaintiff SID/Minto filed a motion for a rehearing and clarification of the Final Judgment of May 13, 2024. On June 25, 2024, Judge Oftedal issued an Order denying SID/Minto's motion for a rehearing. On July 8, 2024, Plaintiff SID/Minto filed a Notice of Appeal of the Final Judgment with the Fourth District Court of Appeal. On September 26, 2024 the Developer and SID filed a motion to have the Clerk correct the record so that all pleadings in the court record are correctly identified by docket number. That motion tolls the time for the Defendants to file their initial briefs until the clerk does so.

4. 181 Farm North, LLC v. Indian Trail Improvement District

181 Farm North LLC owns a lot in El Rancho Estates, an unrecorded subdivision abutting ITID's Unit of Development No. 12 and 180th Avenue North. El Rancho Estates is not within a District Unit of Development. All abutting landowners in El Rancho Estates, including 181 Farm North, were provided an opportunity to apply for a permit to connect to 180th Avenue North. No permit application was received. In order to preserve and protect the District's Works, the Board directed staff to install a guardrail continuously along the western boundary of 180th Avenue North. The guardrail is being installed in conjunction with paving of 180th pursuant to the R-3 Road Program.

On August 29, 2024, 181 Farm North LLC filed a Complaint in Circuit Court seeking temporary and permanent injunctive relief preventing the District from installing the guardrail. The complaint raises an issue regarding the District's legal authority to install guardrails, which is essentially a legal question to be resolved by the court.

The District's defense has been assigned to the law firm of Xenick Lebedeker & Pepin, LLC. A Motion to Dismiss the Complaint was filed by District Counsel on October 7, 2024. An extension was agreed upon between Counsel and a motion to dismiss was filed on October 29th, 2024. As of this date, a hearing on the motions has not been scheduled.

5. **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) Public Records Retention Issues
(c) Extraordinary Inquiries Related to Minto/SID Litigation
(d) Minto/SID Litigation, General Case Coordination
(e) Coordinated with Staff regarding Operations and Maintenance Issues
(f) Researched and Coordinated Supervisor Issues
(g) Administration, Diamond Cell Tower Lease Proposal, 71st Place North
(h) Administration, Eligibility for Certain State Grants Issue
(i) Administration, Public Information Matters
(j) Administration, Agreement with TCRPC for Strategic Planning Services
(k) Administration, Agreement with Robert Half Intl., Inc., Employment Services, Senior Accountant Search
(l) Administration, Risk Management Policies, Coordination with Staff and Insurer
(m) Administration, Village of Wellington Annexations & Rezoning Issues
(n) Administration, Hurricane Milton Emergency Resolution
(o) Finance, ACH Payment Process
(p) Operations & Maintenance, 140th Ave North Gate and Sidewalk Installation
(q) Operations and Maintenance, County Maintenance of Intersections with District Roads
(r) Palm Beach County Traffic Control on District Roads, Issues
(s) Permits, 4930 RPB Blvd Encroachments
(t) Permits, 14271 Citrus Grove Blvd, Unpermitted Access, Damage to Works of the District
(u) Permits, 162nd Trail North Access Permit Fees Issues
(v) Parks, Acreage Athletic League Service Provider Agreement Issues
(w) Parks, Agreement with Acreage Landowners Association, Halloween on Citrus Grove Neighborhood Event
(x) Parks, Permit to Acreage Landowners Association, Halloween on Citrus Grove Neighborhood Event, Issues
(y) Roads, R-3 Road Paving, Construction of 60th Street North Between 180th & Mandarin [R-308A].
(z) Roads, R-3 Road Paving, Construction of Hamlin Boulevard from 190th to 94th Avenue North to Calamondin Boulevard [R-302] and Hamlin Boulevard from Calamondin Boulevard to 180th Avenue North [R-303], Contract Scope Substitution (Geogrid)
(aa) Roads, R-3 Road Paving, Construction of Hamlin Boulevard from 190th to 94th Avenue North to Calamondin Boulevard [R-302] and Hamlin Boulevard from Calamondin Boulevard to 180th Avenue North [R-303], Driveway Connections from El Rancho Estates
(bb) Roads, R-3 Road Paving, Construction of Hamlin Boulevard from 190th to 94th Avenue North to Calamondin Boulevard [R-302] and Hamlin Boulevard from Calamondin Boulevard to 180th Avenue North [R-303], Ranger Construction, Payment & Performance Bonds
(cc) Roads, R-3 Road Paving, 140th [R-313]/61st [R-3114]/Tangerine [R-315]., Contract with R&D Paving LLC, and Bonds
(dd) Roads, Guardrails on 140th Avenue North and 162nd Drive North

(ee) Drainage, M-2 Bypass, Invitation to Bid, Selection of Contractor
(ff) Drainage, M-2 Bypass, Agreement with Contractor, J & M Paving, Inc
(gg) Unit of Development 23 (Rawlings Estates PUD), Unit Formation
(hh) Unit of Development 23 (Rawlings Estates PUD), Developer's Agreement
(ii) Unit of Development 19A (Shops at Indian Trails), Road Easement
(jj) Unit of Development 19B (Alton Northlake MUPD), Unit Formation
(kk) Unit of Development 19C (Coconut Palm Plaza), City of PBG Site Plan Revision, Drainage Issues
(ll) Unit of Development 20 (SRG), FDEM Grant Modification (Pump Station)
(mm) Petition of D. R. Horton, Inc. to Form Unit of Development for Vintage Oaks PUD
(nn) Vintage Oaks PUD, First Amendment to Drainage Service Agreement and Partial Release of Easement (D. R. Horton Inc. as Successor to Northlake 20 LLC)
(oo) 16140 Hamlin Boulevard, Request to Abandon 50' Easement

AGENDA ITEM NO. 14.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Reports
AGENDA SECTION:	REPORTS (File and Receive)
SUBJECT:	Monthly Engineer's Report
BACKGROUND:	Monthly Engineer's Report for November 2024
FISCAL IMPACT:	None
RECOMMENDATION:	Receive and File

ATTACHMENTS:
2024_1113 - ENG RPT.pdf

INDIAN TRAIL IMPROVEMENT DISTRICT
DISTRICT ENGINEER'S PROJECT STATUS REPORT
November 13, 2024 BOARD MEETING
Status **UPDATE** as of 11/10/24

ITID DISTRICT MATTERS – SJE

- **Overall ITID** (91084.000)
  Hurricane Milton was handled extremely well by District Staff for surface water management and canal and roadway cleanup immediately following the hurricane. Tornados are extraordinary and rare events and staff went beyond expectations in assisting residents. This was a wind event, not a rainfall event.

  Attended ITID agenda, BOS, and Zoom meetings and assisted in agenda preparation.

  Prepared monthly and annual Engineer's reports and coordinated with engineers and surveyors.

  Supplied information regarding 71st for the possible cell tower.

  Coordination continues regarding existing and possible grants.

  Continued coordinating with PBC staff regarding review of DROs.

  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. Being completed as needed, not a separate initiative.

- **Santa Rosa Groves** (91084.001)
  Started research on alternate pump station design using Angle Lineshaft Axial Flow Pumps (typically used in agriculture). Need to meet with the SFWMD to ascertain the allowable pump configuration.

  Grant coordination continues.

  Same as 9/18/24: Survey and Geotechnical work complete.

- **EW Canal Grant 4337-267-R** (91084.003)
  At the request of the COE, filled out a 404 application form with attachments. Submitted to the Corps on 10/22/24.

Same as 10/16/24: Assisted District staff in preparation of an extension letter and amendment. Meeting held to discuss grant modelling. Provided AutoCad file to FDEM.

Same as 5/15/24: Reran all 10 year model runs and added 25, 50, and 100 year model runs for grant justification reasons to make damage assessments. Republished report due to revised operations and added additional modelling results.

Same as 5/15/24: Developed a damages assessment methodology and spreadsheet. Entered results of the damages assessment into the grant workbook to analyze benefits versus costs. Published a Technical Memorandum addressing the assessment methodology and benefits.

Same as 3/27/24: Submitted for an FDEP wetlands jurisdictional determination. Awaiting a response from FDEP (note the FDEP took over this determination from the Corps of Engineers) but in a conference call with FDEP staff they cited they are short of staff and a determination will take some time and be patient. Recent Federal Court ruling may make Florida 404 permitting requirements void. This permitting is in limbo.

Same as September 2023: Received a grant for $1,678,108 from the Fiscal Year 2023-2024 Statewide Flooding and Sea Level Rise Resilience Plan. A Kickoff meeting was conducted on 8/10/23.

- **M-0 Outfall Grant 4337-288-R** (91084.006)
  Assisted District staff in preparation of a quarterly report.

  Same as 9/18/24: Applied for and received an extension of the SFWMD ROW permit.

  Same as 8/21/24: Applied for COE 404 (Wetlands) permit/Jurisdictional Determination (JD) as no response has been received to a previous request for a "No Permit Required" letter. Received acknowledgement of receipt. Corps assigned a reviewer and had a phone conversation regarding the application. He believed the project would be Corps jurisdictional as the L-8 connects to Lake Okeechobee. Lake Okeechobee (LO) is a navigable water of the US. Corps reviewer sent application forms and requested response on both the JD and permit submittal. Due to the connection to LO a response to drop the JD was sent and an application for a 404 permit was submitted. Received and responded to a request for additional information, waiting on a response or issuance of the permit.

  Same as 3/29/23: The State of Florida has appropriated $397,110 for the construction of the outfall. This is about 50% of the upgraded structure and may supplement the FDEM grant we already have as this grant is Federally funded.

Same as 12/7/22: Received SFWMD's Right of Way and Environmental Resources Permits. Design and permitting are complete. Provided numerous documents to close out the first phase of the grant. Waiting on DEM's acknowledgement of completed information. Numerous emails to support close out.

- **UNIT 19C-Coconut Palm Plaza** (91084.010)
  Same as 9/18/24: Received full site plan from applicant. Cites the multifamily as 176 units. Had questions on the site plan and the applicant answered them. Update scheduled on the 11/13/24 BOS meeting. Can proceed with preparation of WCP.

  Same as 8/21/24: Resolution was approved at the 7/25/23 Board to consider intent to activate. The second step was advertising for public input prior to consideration by the Board to adopt a Resolution "Approving and Confirming Creation of the Unit and authorization to prepare the Water Control Plan. This Resolution was approved at the 9/20/23 the Board of Supervisors' meeting. The Board wants to make sure the applicant is aware no driveway on Hamlin Boulevard is allowed. The District Engineer prepared a draft Water Control Plan and sent it to the applicant and applicant's engineer to review and add the site plan exhibit they wish to be approved in the Water Control Plan. The Applicant's engineer is processing a Special Permit at the same time and it appears the plans will be completed prior to completion of the Water Control Plan process. A Special Permit cannot be issued prior to the completion of the Water Control Plan process (which includes and Engineer's Report).

- **RAWLINGS ESTATE** (91084.011)
  Same as 8/21/24: Coordination with the applicant continues and a draft Agreement was sent to the landowner for their consideration. The owner has submitted to PBC and is in the DRO review process.

- **NPDES** (91084.015)
  Same as 2/28/24: Submitted signed NPDES Annual Report and Water Quality Assessment Report on 1/17/24. The report covers FY 22-23. This Annual Report is for the 7th year of the 4th term 5 year FDEP permit. FDEP lags behind in issuing the 5th term, 5 year permit. It is most likely that we will be utilizing the same 4th term permit but for the 8th year for FY 23-24.

  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.

  Geotechnical boring taken at the 640 acre site. Received Report.

  Miscellaneous emails: 12484 67th swale and lot flooding and 14688 92nd Canal bank.

Clarified control elevations to staff.

Same as 10/25/23: Sent out Operations schedule showing the M-1 Basin gets 200 cfs through to the C-51 Basin even in a declared emergency unless SFWMD notifies Indian Trail otherwise.

- **M-2 Basin** (91084.020)
  Compiled monthly surface water stages and transmitted to SFWMD and ITID.

  M-2 Impoundment Bypass was on the 10/16/24 agenda and the Board awarded the bid to J & M Pipeline as the lowest responsive and responsible bidder subject to legal and engineering and authorized the Board President to sign the contract. Contract documents essentially complete. Next are the NTP (Notice to Proceed) and the pre-construction meeting. Note: coordination and approval through PBC takes extra time and there are new State requirements incorporated into the contract documents.

  Received Amendment 2.

  Assisted staff in preparation of the quarterly report.

  Same as 3/27/24: The M-2 Impoundment "No Permit Required" Corps letter expired. Resubmitted for another USA COE NPR letter and was informed by the Corps that they have now delegated that permitting authority to the State FDEP. Sent a request for an NPR letter to FDEP and am still awaiting a response. This permit is also now in limbo due to the uncertainty of 404 permitting. Note: there is no wetlands jurisdiction for excavation. ITID is not filling the area so this is non-jurisdictional.

  Same as 4/27/22: Researched control elevation in the M-2 Canal between C-51 and Sycamore. No citations are contained in the SFWMD permits to Indian Trail, Seminole Improvement, or Lion Country. There is a condition citing Indian Trail must close its gates from the NW Basin if water levels are at 17.5' NGVD or above. This is odd as the west gate (of 3 gates) in SID's M-2 Canal at C-51 (north of) was permitted to Indian Trail. Both operations stages in the M-2 Canal and eliminating this high water discharge limitation are warranted (in the District Engineer's opinion).

- **Roadways** (91084.025) – **ALSO SEE ATTACHED STATUS REPORTS**
  Same as 10/16/24: Construction is substantially complete for 60th from 180th to Mandarin and 180th from 60th to Tangerine. Visited sites and took photos. Guardrail installed on the west side of 180th for all but south lot.

  The R-3 Roadway projects: 140th from 61st to Orange, 61st from 140th to Avocado, and Tangerine from 140th to Avocado was awarded at the 8/21/24 BOS meeting to the lowest bidder, R & D Paving. Contract documents are in process.

The next bid set of R-3 Roadway projects is Tangerine from 180th to Mandarin. Tangerine is still in design.

The last R-3 Roadway to be bid on is 180th from Tangerine to Hamlin. The survey for 180th is now complete. 180th is in design however we have right of way issues at the school properties and to the north. These will have to be addressed for design to proceed.

Miscellaneous emails: more speed cushions, 132 Viscaya driveway from VRPB, accident report, 71st plans relative to the proposed cell tower, researched Unit M2A and provided to District attorney, and researched 162nd settlement and prepared a visual graphic.

Same as 6/15/24: Developed Special Permit for driveway connections onto 180th Ave N from 60th St N to Tangerine Blvd as presented on 5/15/24. The Board approved the policy with clarifications. The Special Permit application and permit template was revised and sent to the District in final form.

Same as 3/27/24: The TPA's 2045 long range plan does not include funding for the extension of Seminole Pratt Whitney road to 100th and across to Avenir. The County is depending on Avenir to construct its roadway through to Beeline Highway. It is noted that entrances off of Northlake Blvd into Avenir align with 140th and Coconut. The sequence of construction will exacerbate the traffic volumes on Northlake from SPW Rd to Coconut. Also, without SR7 through to Northlake, Royal Palm Beach Blvd and all connector roads through ITID will be impacted.

Same as 3/31/21: Created a preliminary map of roads needing milling and overlays, now complete. Discussed at the 2/17/21 BOS meeting. Board gave direction to investigate funding.

- **Water Quality Sampling** (91084.068)
  The latest sampling was completed on 10/15/24.

  Same as 4/19/23: Note, due to changing testing labs the data is now being taken as required by the SFWMD M-1 Basin permit. These data exclude nutrients.

- **Corbett** (91084.070)
  Construction is underway to complete the Levee.

  Same as 3/27/24: The SFWMD bid let Phase 2 of the SE Corbett Levee. The low bidder was ENCO, LLC for $8,967,000. The next lowest was Dickerson for $13,343,000. The bid award went before the SFWMD Board on 3/14/24. In receipt of the Draft Grant Agreement to SFWMD in an amount of $7,705,000 with a match of $7,705,000 and total of $15,410,000 as signed by SFWMD on 9/11/23.

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 2/15/23: New telemetry system operable. Improvements of the M-2 complete.

- **Loxahatchee River Watershed Restoration Plan: FKA North County Plan/Mecca** (91084.088)
  Same as 10/16/24: Attended SFWMD meetings on Sept 24th and 25th at the Mounts Building. Not much different than previous updates. The ASR component is delayed, but the reservoir design is proceeding.

  Same as 3/27/24: SFWMD made a status presentation to the Board at the 2/28/24 meeting. Continued corresponding with PBC/SFWMD on water availability from the M-1 Basin.

  Same as January 2021: The Corps provided an "effect statement" to Congress with no revisions to the plan as desired by local interests. In other words, the Plan is limited to the C-18 Reservoir and benefits to the Loxahatchee River without water supply, flood control, or the Lake Worth Lagoon to receive purposeful benefits. WRDA2020 passed both houses of Congress and was signed by the president on December 27, 2020. The Federal share is $379,593,000 and the non-Federal share is $375,737,000 for a total cost of $755,320,000.

  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. However: see new SFWMD allowance above under the M-1 Basin, 91084.016.

- **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)
  Construction delayed until at least 2028 due to legal challenges from WPB.

- **Westlake/Minto/Callery Judge** (91084.222)
  Same as 10/16/24: Received final judgement in favor of ITID.

- **GL Homes** (91084.235)
  Geotechnical borings complete and received the geotechnical report for the 640 acre Impoundment.

  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.

- **Vintage Oaks** (FKA Northlake Commercial, 91084.235)
  Attempting to start the WCP process but need to modify or have a new Landowners Agreement. Will meet with the landowner and will be presented to the Board in December.

- **Vavrus/Avenir** (91084.241)
  Minimal tracking; on an as needed basis.

- **FEMA FIRM** (91084.301)
  Same as 1/22/20: 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).

  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.

- **Moss Pilot Project** (91084.396)
  Same as 2/15/23: FDEP requested the report be signed and sealed. Final signed and sealed report sent to FDEP. Waiting on FDEP for any additional information requests.

- **Acreage Community Park** (91084.P09)
  See Executive Director's Report.

- **Hamlin Park** (91084.P04)
  Same as 10/16/24: Completed site visit for grant signoff.

SPECIAL PERMITS

- **Overall:**
  Answered Special Permit questions. Answered questions regarding 16030 Okeechobee Blvd and 13890 89th.

- **Seminole Pratt Whitney Road – Orange to Northlake #0019** (91084.218)
  Construction underway.

- **SPW Road & Northlake Blvd-Special Permit #0079** (91084.242)
  Construction underway.

- **SR7 MOT 110th Orange Grove to 60th #0096** (91084.332)
  An extension was granted for two years at the 8/16/23 Board meeting to 8/16/25.

- **RPB Blvd 60th to Orange-Special Permit #0125** (91084.327)
  Approved at the 12/16/20 Board meeting.

- **PBC Northlake Blvd Lane Widening-Special Permit #0347** (91084.417)
  Modification to construct 6 lanes approved at the 1/25/23 Board meeting.

- **PBCWUD SPW and NL-Special Permit #0376** (91084.445)
  Approved at the 6/10/20 meeting with conditions. Construction started.

- **PBCWUD SPW S of NL-Special Permit #0375** (91084.447)
  Construction started.

- **PBC Northlake at Avenir-Special Permit #0364 and #387** (91084.434 and 457)
  Approved at the 12/16/20 meeting with conditions.

- **FPL Special Permit #0415 Hall NL to 100th** (91084.485)
  Approved at the 3/23/22 meeting.

- **Ricci Residence 12745 Citrus Grove-Reconsideration SP#0423** (91084.493)
  Approved at the 9/21/22 meeting.

- **FPL Special Permit #0437 DB Margo Way** (91084.506)
  Expired, FPL asking to renew. On 11/13/24 agenda for the Board's consideration.

- **ATT Directional Bore at Various Locations-Special Permit #0451** (91084.519)
  Approved at the 3/23/22 meeting.

- **Orange Plaza Parcel 6 #0453** (91084.521)
  Approved at the 5/18/22 meeting.

- **ATT Directional Bore at 61st-Special Permit #0454** (91084.522)
  Approved at the 4/27/22 meeting.

- **FPL Special Permit #0455 Hamlin** (91084.523)
  Approved at the 3/23/22 meeting.

- **FPL Special Permit #0456 44th Directional Bore** (91084.524)
  Approved at the 4/27/22 meeting.

- **FPL Special Permit #0457 85th CitGr 87th Hand Holes** (91084.525)
  Approved at the 4/27/22 meeting.

- **FPL Special Permit #0458 44th East of 140th** (91084.526)
  Approved at the 6/8/22 Board meeting.

- **PBCWUD 80th Ln N-Special Permit #0460** (91084.527)
  Approved at the 8/17/22 BOS meeting.

- **AT&T Trench along Grapeview-Special Permit #0461** (91084.528)
  Approved at the 5/18/22 Board meeting.

- **MEMORY CARE-Special Permit #0462** (91084.529)
  Approved at the 1/25/23 Board meeting.

- **FPL UNDERGROUND UG 65-Special Permit #0463** (91084.530)
  Approved at the 7/20/22 BOS meeting.

- **FPL 100th Directional Bore-Special Permit #0459** (91084.531)
  Approved at the 6/8/22 meeting.

- **FPL SPW at Key Lime-Special Permit #0464** (91084.532)
  Approved at the 7/20/22 meeting.

- **FPL UNDERGROUND UG Phases 7 to 12-Special Permit #0465** (91084.533)
  Approved at the 8/17/22 BOS meeting.

- **FPL Transfer Overhead facilities Hamlin-Special Permit #0467** (91084.535)
  Approved at the 8/17/22 BOS meeting.

- **FPL Remove 3 Wood Poles-Special Permit #0468** (91084.536)
  Approved at the 8/17/22 BOS meeting.
- **ATT Directional Bore 110th and 60th-Special Permit #0469** (91084.537)
  Approved at the 8/17/22 BOS meeting.

- **ATT Trench & Directional Bore M-1 Canal-Special Permit #0470** (91084.538)
  Approved at the 8/17/22 BOS meeting.

- **FPL SPW Rd, Lancashire-Special Permit #0471** (91084.539)
  Approved at the 8/17/22 BOS meeting.

- **FPL Mandarin-Special Permit #0472** (91084.540)
  Approved at the 9/21/22 BOS meeting.

- **FPL Remove Wood Stub Poles-Special Permit #0473** (91084.541)
  Approved at the 9/21/22 BOS meeting.

- **FPL 71st and Hall-Special Permit #0474** (91084.542)
  Approved at the 11/16/22 BOS meeting.

- **FPL 140th and Tangerine-Special Permit #0475** (91084.543)
  Approved at the 2/15/23 BOS meeting.

- **FPL Hamlin-Special Permit #0476** (91084.544)
  Approved at the 9/21/22 BOS meeting.

- **FPL Temple and 80th-Special Permit #0477** (91084.545)
  Approved at the 9/21/22 BOS meeting.

- **FPL Underground Phases 13-16-Special Permit #0478** (91084.546)
  Approved at the 11/16/22 BOS meeting.

- **FPL 40th St N-Special Permit #0481** (91084.547)
  Approved at the 11/16/22 BOS meeting.

- **Comcast 140th FOC-Special Permit #0479** (91084.548)
  Approved at the 11/16/22 BOS meeting.

- **PBCWUD 89th Ln N-Special Permit #0480** (91084.549)
  Approved at the 11/16/22 BOS meeting.

- **FPL 170th -Special Permit #0482** (91084.550)
  Approved at the 11/16/22 BOS meeting.

- **FPL RPB Blvd S of 60th-Special Permit #0483** (91084.551)
  Approved at the 11/16/22 BOS meeting.
- **FPL Underground Phases 17-18-Special Permit #0485** (91084.552)
  Modification approved at the 5/17/23 meeting.

- **FPL Temple Blvd-Special Permit #0486** (91084.553)
  Approved at the 12/7/22 BOS meeting.

- **FPL Tangerine Blvd East-Special Permit #0487** (91084.554)
  Approved at the 1/25/23 Board meeting.

- **FPL Orange Gr East of M-1-Special Permit #0488** (91084.555)
  Approved at the 1/25/23 Board meeting.

- **FPL Remove 10 Poles-Special Permit #0489** (91084.556)
  Approved at the 1/25/23 Board meeting.

- **FPL Prado and Lancashire-Special Permit #0490** (91084.557)
  Approved at the 1/25/23 Board meeting.

- **FPL Hall Splice Boxes-Special Permit #0491** (91084.558)
  Approved at the 2/15/23 BOS meeting.

- **FPL Tangerine and Avocado-Special Permit #0492** (91084.559)
  Approved at the 1/25/23 Board meeting.

- **FPL RPB Blvd 40th to 54th-Special Permit #0493** (91084.560)
  Approved at the 1/25/23 Board meeting.

- **FPL Mandarin-Special Permit #0494** (91084.561)
  Approved at the 1/25/23 Board meeting.

- **FPL Tangerine at M-1 Canal-Special Permit #0495** (91084.562)
  Approved at the 1/25/23 Board meeting.

- **FPL RPB Blvd at 60th-Special Permit #0496** (91084.563)
  Approved at the 1/25/23 Board meeting.

- **FPL RPB Blvd at A Canal-Special Permit #0497** (91084.564)
  Approved at the 1/25/23 Board meeting.

- **ATT 72nd w of 140th-Special Permit #0499** (91084.567)
  Approved at the 1/25/23 Board meeting.

- **FPL Cornwall and 162nd-Special Permit #0500** (91084.568)
  Approved at the 1/25/23 Board meeting.
- **FPL Remove Poles-Special Permit #0501** (91084.569)
  Approved at the 1/25/23 Board meeting.

- **FPL Avocado Underground Phases 6 to 8-Special Permit #0502** (91084.570)
  Approved at the 3/29/23 meeting.

- **FPL Remove 2 Poles-Special Permit #0503** (91084.571)
  Approved at the 2/15/23 Board meeting.

- **FPL Riser on Tangerine Pole-Special Permit #0504** (91084.572)
  Approved at the 2/15/23 Board meeting.

- **ATT DB on Tangerine-Special Permit #0505** (91084.573)
  Approved at the 2/15/23 Board meeting.

- **FPL Remove Wood Poles Coconut and 83rd-Special Permit #0506** (91084.574)
  Approved at the 3/29/23 meeting.

- **FPL Pole & Guy Removal; 68th, 69th, Avocado-Special Permit #0507** (91084.575)
  Approved at the 3/29/23 meeting.

- **FPL Pole Removal Orange, 80th-Special Permit #0508** (91084.576)
  Approved at the 3/29/23 meeting.

- **FPL Pole Removal E Alan Black-Special Permit #0509** (91084.577)
  Approved at the 3/29/23 meeting.

- **FPL Pole Removal 6 Locations-Special Permit #0510** (91084.578)
  Approved at the 3/29/23 meeting.

- **FPL Pole Removal Orange Grove-Special Permit #0511** (91084.579)
  Approved at the 3/29/23 meeting.

- **FPL Avocado UG Phases 9 to 12-Special Permit #0512** (91084.580)
  Approved at the 5/17/23 meeting.

- **FPL Pole Removal Avocado and Banyan-Special Permit #0513** (91084.581)
  Approved at the 4/19/23 meeting.

- **FPL Remove 3 Poles Alan Black (2) and 44th-Special Permit #0514** (91084.582)
  Approved at the 4/19/23 meeting.

- **Worthy Farms Swale Fill/Driveway Permit-Special Permit #0515** (91084.583)
  On the 5/17/23 agenda for consideration. Staff recommended denial but the Board added conditions subject to legal and Board approval. The applicant's Engineer called; the applicant is considering revising the application due to the conditions. Waiting for revised plans or Applicant's Attorney.

- **Crown Castle DB on Southern Blvd-Special Permit #0516** (91084.584)
  Approved at the 5/17/23 meeting.

- **FPL Remove Pole 140th-Special Permit #0517** (91084.585)
  Approved at the 5/17/23 meeting.

- **FPL Remove 2 Poles Avocado and 85th-Special Permit #0518** (91084.586)
  Approved at the 5/17/23 meeting.

- **FPL Remove 2 Poles Hamlin-Special Permit #0519** (91084.587)
  Approved at the 5/17/23 meeting.

- **PBCWUD Water Main Orange and 110th Special Permit #0520** (91084.588)
  Approved at the 6/7/23 meeting and modified at the 8/21/24 meeting. Received closeout documents and created a punch list for completion.

- **FPL Hand Holds & Underground 61st and 67th-Special Permit #0521** (91084.589)
  Approved at the 6/7/23 meeting.

- **FPL Remove 3 Poles Stallion-Special Permit #0522** (91084.590)
  Approved at the 6/7/23 meeting.

- **FPL Remove 4 Poles -Special Permit #0523** (91084.591)
  Approved at the 7/25/23 meeting.

- **MCI 2" DB on Mayfair-Special Permit #0524** (91084.592)
  Set Final Invoice to close out this SP.

- **Lakeside Landing-Special Permit #0525** (91084.593)
  Approved at the 7/25/23 meeting.

- **Bountiful Gardens-Special Permit #0526** (91084.594)
  Approved at the 3/27/24 meeting.

- **FPL Poles on RPB Blvd-Special Permit #0527** (91084.595)
  Approved at the 1/17/24 BOS meeting.

- **FPL Avocado Underground 13 to 17-Special Permit #0528** (91084.596)
  Approved at the 7/25/23 meeting.

- **FPL Remove 22 Poles Add 5 Hand Holds-Special Permit #0529** (91084.597)
  Approved at the 7/25/23 meeting.

- **Planet Kids IX Addition-Special Permit #0531** (91084.599)
  Approved at the 3/27/24 meeting with notification conditions. Notifications sent.

- **Coconut Crossings-Special Permit #532** (91084.600)
  Approved at the 5/15/24 meeting. Processing roadway easement.

- **Coconut Palm Plaza-Special Permit #533** (91084.601)
  See 91084.010 above. Will process Special Permit after the WCP process. Sent minor comments to applicants engineer regarding Special Permit. Answered pipe and road cut questions.

- **FPL Remove 3 Poles-Special Permit #0534** (91084.602)
  Approved at the 9/20/23 Board meeting.

- **FPL Remove 3 Poles-Special Permit #0535** (91084.603)
  Approved at the 9/20/23 Board meeting.

- **FPL Replace 1 Pole on RPB Blvd-Special Permit #0536** (91084.604)
  Approved at the 9/20/23 Board meeting.

- **ATT DB & Trenching 180th, 67th, and L Canal-Special Permit #0538** (91084.606)
  Approved at the 12/6/23 Board meeting.

- **ATT DB on 72nd-Special Permit #0539** (91084.607)
  Approved at the 12/6/23 Board meeting.

- **PBC RPB Blvd Persimmon to 60th-Special Permit #0540** (91084.608)
  Received on 10/31/23, sent Request for Additional Information (RAI) on 1/4/24. Responded 3/12/24, there are canal alignment/encroachment issues to resolve.

- **Comcast Underground FOC on 80th-Special Permit #0541** (91084.609)
  Approved at the 1/17/24 Board meeting.

- **ATT DB on 61st-Special Permit #0542** (91084.610)
  Approved at the 2/28/24 meeting.

- **FPL New Pole on 83rd-Special Permit #0543** (91084.611)
  Approved at the 2/28/24 meeting.

- **Village of RPB Walkway on M-1 Canal-Special Permit #0544** (91084.612)
  Approved at the 2/28/24 meeting. A minor modification to move a fence section approved at the 3/27/24 meeting.

- **FPL DB on Tangerine-Special Permit #0545** (91084.613)
  Approved at the 3/27/24 meeting.

- **FPL Overhead Work on 72nd-Special Permit #0546** (91084.614)
  Approved at the 3/27/24 meeting.

- **FPL E-W Roads 130th & 120th-Special Permit #0547** (91084.615)
  Approved at the 4/17/24 meeting.

- **FPL 13444 47th Bore-Special Permit #0548** (91084.616)
  Approved at the 4/17/24 meeting.

- **FPL Bore & HH on Prado-Special Permit #0549** (91084.617)
  Approved at the 4/17/24 meeting.

- **FPL wood Poles on 67th-Special Permit #0550** (91084.618)
  Approved at the 5/15/24 meeting.

- **FPL DB on 44th Pl N-Special Permit #0551** (91084.619)
  Approved at the 8/21/24 meeting.

- **FPL Pole on 82nd Rd N-Special Permit #0552** (91084.620)
  Approved at the 7/15/24 meeting.

- **IT ROADS (GL) Culvert Crossing Carol St-Special Permit #0553** (91084.621)
  Approved at the 8/81/24 meeting.

- **FPL Lines on 38th Ln N-Special Permit #0555** (91084.622)
  Approved at the 9/18/24 meeting.

- **FPL DB on 82nd Rd N-Special Permit #0556** (91084.623)
  Approved at the 9/18/24 meeting.

- **FPL DB on 90th St N-Special Permit #0557** (91084.624)
  Approved at the 9/18/24 meeting.

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.



Jay G. Foy, P.E.
FL Reg No 22053
CA 9484

Priority	ITID No	Roadway Section	Comment
	R-317	Turn Lanes 162nd - Loxahatchee Elementary School	Complete Lox Groves Elem Sch entrance complete
1	R-308A	60th Street North (from 180th Avenue North to Mandarin Boulevard) CAPTEC Project No. 1522.025.3.4.6 ITID's Reference No. R-308A	Engineering, Survey, & Geotech Complete All WPB requirements satisfied Construction substantially complete CO issued for Water Main gate valves
2	R-307	180th Avenue North (from Tangerine Boulevard to 60th Street North) CAPTEC Project No. 1522.025.3.4.5 ITID's Reference No. R-307	Engineering, Survey, & Geotech Complete Construction substantially complete 180th Driveway SP process adopted 5/15/24
3	R-302	Hamlin Boulevard (from 190th Street North to Calamondin Boulevard) CAPTEC Project No. 1522.025.3.4.1 ITID's Reference No. R-302 (Bid and Build with R-303)	Engineering, Survey, & Geotech Complete Awarded at the 2/28/24 BOS meeting CO for section approved at the 6/15/24 BOS mtg Construction underway
4	R-303	Hamlin Boulevard (from Calamondin Boulevard to 180th Avenue North) CAPTEC Project No. 1522.025.3.4.2 ITID's Reference No. R-303 (Bid and Build with R-302)	Engineering, Survey, & Geotech Complete Awarded at the 2/28/24 BOS meeting Construction underway
5	R-313	140th Avenue North (from Orange Boulevard to 61st Street North) CAPTEC Project No. 1522.3.4.8 ITID's Reference No. R-313 Bid with R-314 and R-315 South Part: 140th Avenue N (from 61st Street North to Tangerine Boulevard) Construct South Part First with R-314 below. North Part: 140th Avenue N (from Tangerine Boulevard to Orange Boulevard) Construct North Part with R-315 below.	Survey & Geotechnical complete Bid advertized 8/11/24, awarded 8/21/24 Contract documents in preparation
6	R-314	61st Street North (from 140th Avenue North to Avocado Boulevard) CAPTEC Project No. 1522.3.4.9 ITID's Reference No. R-314 Bid with R-313 and R-315 Construct First with South Part of R-313	Survey & Geotechnical complete Bid advertized 8/11/24, awarded 8/21/24 Contract documents in preparation
7	R-306	Tangerine Boulevard (from 140th Avenue North to Avocado Boulevard) CAPTEC Project No. 1522.025.3.4.10 ITID's Reference No. R-315 Bid with R-313 and R-314 Construct Second with North Part of R-313	Survey & Geotechnical complete Bid advertized 8/11/24, awarded 8/21/24 Contract documents in preparation

8	R-306	Tangerine Boulevard (from 180th Avenue North to Mandarin Boulevard) CAPTEC Project No. 1522.3.4.4 ITID's Reference No. R-306 Bid with R-309; Construct when school is out – Summer of 2024	Survey & Geotechnical complete Engineering design in progress
9	R-309	CAPTEC Project No. 1522.3.4.7 89th Place N (from Hall Blvd to Hamlin Park) ITID's Reference No. R-309 Bid with R-306	Survey & Geotechnical complete Engineering complete, modified by District Engineer for staff construction Construction has commenced Construction complete projected 10/24

10	R-305	180th Avenue North (from Hamlin Boulevard to Tangerine Boulevard) CAPTEC Project No. 1522.3.4.3 ITID's Reference No. R-305 May have bonding requirements	Survey & Geotechnical complete Engineering design underway Problems with ROW at schools and north

AGENDA ITEM NO. 14.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Jason Lester
DEPARTMENT:	Operations and Maintenance
ITEM TYPE:	Reports
AGENDA SECTION:	REPORTS (File and Receive)
SUBJECT:	Operations and Maintenance Report
BACKGROUND:	See attached.
FISCAL IMPACT:	
RECOMMENDATION:	Receive and File

ATTACHMENTS:
2024-10 O&M Monthly Report.pdf
Milton Recovery Action Photos 2pp - reduced.pdf
Hurricane Milton Storm Prep 2024-reduced nop.pdf
Traffic Report Summary- Persimmon at 110th - SEPT 2024.pdf

OPERATIONS & MAINTENANCE
Monthly Report

INDIAN TRAIL IMPROVEMENT DISTRICT
Est. 1957

To: Board of Supervisors

From: Jason Lester, Chief Operating Officer

Date: November 7th, 2024

Subject: Operations Monthly Report: October 1st to October 31st

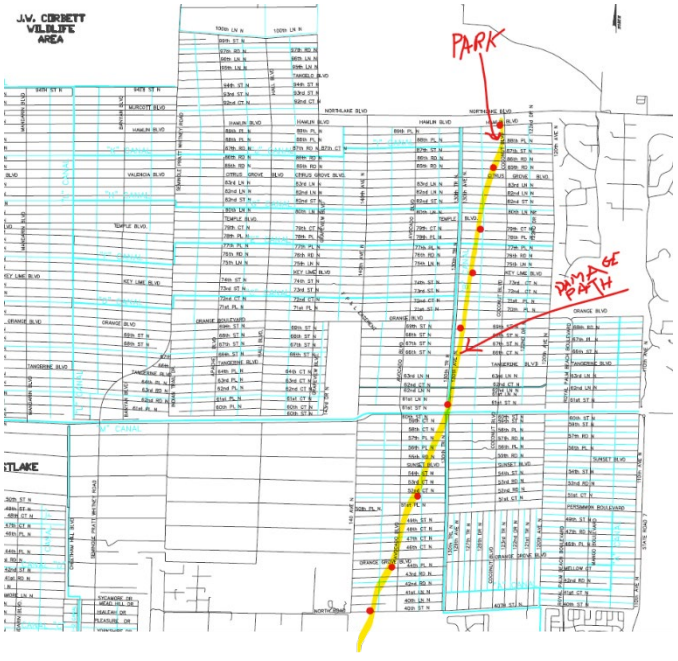
Hurricane Milton Recovery – FEMA DR-4834-FL

District staff performed Hurricane Milton storm prep activities (Category B Emergency Protective Measures) from 10/4 to 10/09/24 which included pre-storm drawdown and operational activities (activity summary attached). On the evening of 10/9/24, Hurricane Milton produced several tornadoes in Palm Beach County. One tornado entered ITID at 40th ST N (between 140th Ave N and Avocado BLVD) and exited ITID 5.5 miles north at Hamlin BLVD (near Coconut BLVD), damage path shown below. This tornado was estimated to be an EF3 measuring 300yds wide per PBC EOC. ITID Staff performed emergency road clearing (Category B Emergency Protective Measures) from 10/10 to 10/12/24. From 10/14/24 to 10/24/24, District staff performed debris removal activities (Category A Debris Removal) along ITID canal waterways (flood control works). Hazardous limbs, trees, and stumps were removed to prevent injury, property damage, and canal obstructions; in the interest of public safety. Approximately 50 loads (18cy dump truck) totaling 900cubic yards of debris was removed from District canal banks and roadways. This amount does not include debris on private property that was removed by SWA.

FEMA has authorized Public Assistance in PBC for Categories A (Debris Removal) and B (Emergency Protective Measures). Other permanent repairs (roads, water control structures, public buildings, parks) have not been authorized by FEMA. However, ITID is evaluating permanent repair costs and will be coordinating with PBC should FEMA permanent repair reimbursement be requested.

Hurricane Milton Tornado Damage Path (approximation)

Drone footage: https://youtu.be/7F-oQdPvh5c?si=NCu_asa8ErWM05HP



Milling Road Operations
Crew performed Hurricane Milton Recovery Activities for several weeks in October
District crews field surveyed property corners, realigned roads, relocated mailboxes, checked swales for positive drainage, cut down existing dirt road to subgrade, exported rock/dirt to other local dirt roads requiring repair, imported/placed 650tons of recycled asphalt millings (per .25 mile), graded/compacted millings to above 95% compaction per FDOT specifications, installed milling aprons at each driveway, and sealed millings per FDOT standards. Location and status of milling road projects is as follows:

Petition Milling Road - 130th AVE N (**.50-mile road**) – Project commenced in August and was completed the first week of October.
New Milling Road – 62nd Ln east 130th (**.5-mile road**) – Project completed in September
Petition Milling Road – 56th east Mango (**.25-mile road**) – Project commenced in September and continues into October.

R3 Milling Roads Status and Schedule
180th from Alan Black to Sycamore (**1 mile**) – COMPLETED January 2023.
Hamlin from Hall to Hamlin Park (**.25 mile**) – COMPLETED March 2023.
Calamondin from Hamlin to 94th (**.5 mile**) – COMPLETED July 2023.
180th from Hamlin to 94th (**.5 mile**) – COMPLETED January 2024.
73rd from SPW to Kidscape (122 feet) – Postponed until SPW road widening completed.
74th from SPW to Kidscape (352 feet) – Postponed until SPW road widening completed.

R3 Asphalt Road Constructed by ITID Staff
Crew performed Hurricane Milton Recovery Activities for several weeks in October
89th from Hall to Hamlin Park (**.25 mile**) – Project scope includes ITID staff construction of new drainage swales, 5ft sidewalk, 5" milling subbase, and 1 ¾" asphalt surface. Jobsite layout and equipment mobilized the week of 7/29/24. Crew completed drainage pipe installation, new sidewalk base construction, and drainage swale rough-in. New sidewalk and driveways paved in September. Work remains ongoing.

Asphalt Road and Sidewalk Operations
Crew performed Hurricane Milton Recovery Activities for several weeks in October
Road Apron Repair – Asphalt road aprons demolished and repaved at the following locations:
Intersection of Tangelo and Apache
89th PL east of Hall

Sidewalk Replacement – Coconut BLVD Bridge near 60th – Sidewalk replaced and bank repaired with rip rap.

New Sidewalk Installation – 89th east Hall R3 Project – New .25 miles of asphalt sidewalk paved.

Asphalt Road Pothole Repair – Asphalt road potholes sawcut and compacted per FDOT standards at various locations throughout District.

Dirt Road Operations
Five (5) motor graders continued performing routine maintenance grading throughout the District (284 miles of dirt roads). Each road graded once every 10 to 13 working days. Main through dirt roads are graded every Monday. Graders also perform road repairs with the rock/dirt hauled off of milling projects.

PB Agg rock material ordered and hauled to roads throughout the District. Box blade tractor and outside hauling dedicated to assisting with dirt road repair.

Drainage Swale Operations
New Driveway Stake Outs and Inspections – 20+ new driveway stake outs performed during the month.

Crew performed Hurricane Milton Recovery Activities for several weeks in October
67th west Banyan – .5 mile Road & Swale Reconstruction – Easement cleared of trees. Road realigned to proper location. Drainage swales reconstructed for positive drainage. Driveway drainage pipes reset to proper elevations to eliminate drainage impediments. Work commenced in August and remains ongoing.

Canal Culvert Operations
Crew performed Hurricane Milton Recovery Activities for several weeks in October
Culvert Replacement – From May 2023 through July 2024, the culvert crew was reassigned to Santa Rosa Groves Capital Improvement Project. Please reference the Assistant Director Report for work activities and project updates. Culvert crew returned to M1 and M2 Basin projects as of August 2024.

Culvert Replacement – Avocado between 47th and 48th – Crew mobilized to site the week of 9/10. Existing metal culvert replaced with 36" diameter HDPE 100 year pipe. Bank stabilization and finish grading completed. Asphalt roadway and sidewalk replaced. Project completed in October.

Culvert Replacement – Cheatham between 32nd and 31st – Crew mobilized to site the week of 10/7. Existing metal culvert replaced with 60" diameter HDPE 100 year pipe. Bank stabilization and finish grading completed. Asphalt roadway and sidewalk replaced. Project completed in October.

Canal Bank Operations
Crew performed Hurricane Milton Recovery Activities for several weeks in October
62nd Ln east 130th (north road and south road from 130th to 120th, **2 miles total**) – Layout and construct new drainage swale. Project started in January. Fill material and rip rap placed to reconstruct canal bank beginning at 130th extending eastward on south bank. This was done to realign the roadway and swale to be within the road and drainage easement. Work remains ongoing east of Coconut.

Signage Operations
Signage – PBC no longer providing street signs as of May 2024. ITID purchased road signage needed to replace damaged and worn signs.

Traffic Control Operations
Traffic Study of Persimmon west of 110th
September 2024 (5,236 vehicles per day average) - Traffic Data Report shows that an average of 2,580 vehicles travel eastbound per day at an average speed of 28 mph (35 mph speed limit). An average of 2,656 vehicles travel northbound per day at an average speed of 28 mph (35 mph speed limit).

Fleet Operations

General preventative maintenance and repairs continue. Work orders shown below:

Ticket ID	District Vehicles/Equipment	Time In	Time Out	Work Request	Notes
090924-032257	L-5 Front End Loader 2020 Cat 930	9/9/2024	10/14/2024	DUE FOR SERVICE	service complete
120924-031119	L-6 Front End Loader 2023 John Deere 644	9/12/2024		service	
120924-034207	TH-2 Track-Hoe 2014 Volvo ECR145D	9/12/2024		service	
120924-113905	FM-4 Flat Mower 2009 John Deere 5325	9/5/2024		belt blown	
160924-134525	L-5 Front End Loader 2020 Cat 930	9/16/2024		ac still not working	
270924-063130	M-8 Truck 2002 Ford F-250 4X4 EXT CAB	9/25/2024		no start diagnosis	no start found injector driver module was faulty due to water intrusion
300924-033713	M-28 Truck 2013 Ford F-250 4X4 (4 DOOR)	9/30/2024	10/1/2024	Change Oil	Went to Napa auto parts Pick up Oil filter, fuel filters, air filters. Remove and Replace all filters. Dispose of dirty fluids add new oil bleed air out of fuel system test run.
011024-033118	M-36 Truck 2021 Ford F-250 XL 4X4 (4DOC	10/1/2024	10/1/2024	cement saw not running correctly	Remove air filter cover clean cover. Remove air filters clean with compress air install air filters and cover. test run concrete saw
011024-033917	M-31 Truck 2019 Ford F-250 XL 4X4 (4DOC	10/1/2024	10/1/2024	cement saw not starting	Remove air filter cover Remove air filters Remove spark plug Clean air filter cover Clean air filters Clean spark plug tip install spark plug, air filters and cover. test run
011024-154833	DT-5 Dump Truck 2015 Kenworth Tri Axle	10/1/2024	10/1/2024	Rear brake spring pop out on passenger side Rear axle seal leaking (driver side)	(Jose) Install back spring that came off. Kenny remove damage axle seal add new one.
021024-100846	MG-15 Grader 2018 John Deere 620G	10/1/2024	10/1/2024	service	service machine replace 2 cutting edges
021024-154521	BH-9 Back-Hoe 2005 Case 580 Super M	10/2/2024		Cylinder Leaking from boom	Remove Leaking cylinder. Remove seals clean parts perp for new seals. (Jose) installed cylinder back on machine. test run
021024-160935	A-10 Paver Salsco TP44-TD Track Cart Pat	10/2/2024		Machine not starting	
031024-071215	PK-9 Truck 2017 Ford F-150 4X4 (2 DOOR)	10/2/2024	10/2/2024	headlight	service replace headlight bulb
031024-064212	TH-2 Track-Hoe 2014 Volvo ECR145D	10/3/2024		Swivel dos not hold the position,AC making	
071024-135053	MG-27 Grader 2023 John Deere 672G	10/7/2024	10/16/2024	1000 hours oil change	service complete adjust mull board
081024-035637	BH-10 Back-Hoe 2005 Case 580 Super M	10/8/2024	10/8/2024	diesel in oil	no trace of diesel in oil machine is 400hours past service
081024-142234	TH-9 Mini-Track-Hoe 2021 CAT 305	10/8/2024	10/8/2024	overheating	found belt had failed pull shroud remove and replace 2 belts road call repair
081024-142730	GEN-1 Generator KOHLER Generator	10/7/2024		needs tires	
081024-142823	GEN-1 Generator KOHLER Generator	10/7/2024	10/7/2024	needs tires	replace 4 tires
081024-142919	DWP-2 Silent Dewatering 12" Pump 2020 T	10/7/2024	10/8/2024	Service	change oil, fuel, air filters Had trouble starting engine check fuel filters, lines, fuel solenoid for issues none found. problem solve by releasing pressure off valve next to key switch.
091024-073032	MW-8 Slope Mower 2008 John Deere 6230	10/8/2024		front right side tire flat	took off tire from MW-10 to Temporarily use on MW-8 order new tire should be
091024-114509	DWP-2 Silent Dewatering 12" Pump 2020 T	10/9/2024	10/9/2024	service hydraulic	change hydraulic oil
211024-101532	TH-6 Track-Hoe 2019 John Deere 245G	10/21/2024	10/21/2024	no start	road call diagnose batteries were bad replace 2 batteries (dustin&alex)
211024-101804	Mg-24 Grader 2023 John Deere 620G	10/17/2024	10/17/2024	service	service complete replace side rear view mirror
241024-034755	BH-13 Back-Hoe 2015 John Deere 310SL	10/24/2024		AC not blowing cold	
241024-034955	DTR-6 DUMP TRAILER 6 2022 Big Tex Traile	10/24/2024	10/24/2024	Trailer door weld broke	rewelded gate hinge
241024-071155	KUBOTA TRACTOR Tractor 2005	10/24/2024		kubota clutch is not shifting and rear hydraulics does not go up all the way for	
291024-113017	TH-9 Mini-Track-Hoe 2021 CAT 305	10/28/2024	10/28/2024	no start	road call diagnosed battery was bad and replaced
041124-164306	BH-8 Back-Hoe 2005 Case 580 Super M	10/28/2024	11/4/2024	Right side lift loader cylinder leaking from	Remove and rebuild leaking cylinder.
041124-164705	FM-1 Flat Mower 2008 John Deere 5325	10/31/2024		damage to plastic cover on rear lift levers	

Storm Water Management

Water Elevations

Transition from Wet to Dry season control elevations M-1 basin 17.0’ and M-2 basin 17.0’

Current Elevations:

M1 upper basin 16.8’

M1 lower basin 16.5’

M2 basin 16.75’

M2 Canal 13’

Corbett 21.4’

SRG 16.2

The average rainfall for September was 10.3 inches.

Pump Operations

Bdale Integration - L-canal and M1-Impoundment telemetry upgrade. (Completed).
Staff - Routine maintenance of pump stations and control structures include pump startups, mowing, housekeeping, equipment servicing, daily logs, and inspections.
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

Treatments for Grasses and water lilies in zones 4,5 and SRG
42 acers treated.
Working Supervisor Applicator 140 work hours.
Laborers 0 hours.

AVC canal restoration

Working supervisor / Applicator 127 work hours
Laborers 130.5 hours total
Treatments with tree and shrubbery removal in M-1 Impoundment and zones 1,2 and 5

NPDES

Tracking trash pick-ups; performing inspections on pipes and structures, and stations in conjunction with the NPDES Permit.

Mowing

Boom mowers on canals in zone 3.
Boom mower cutback zone sidewalks and schools.
Flat deck mowers are mowing canals in zones 2.
Big boom (maverick) M1 canal and special requests












CASE
BH-10
YD444












STAY BACK
100 FEET


DEERE



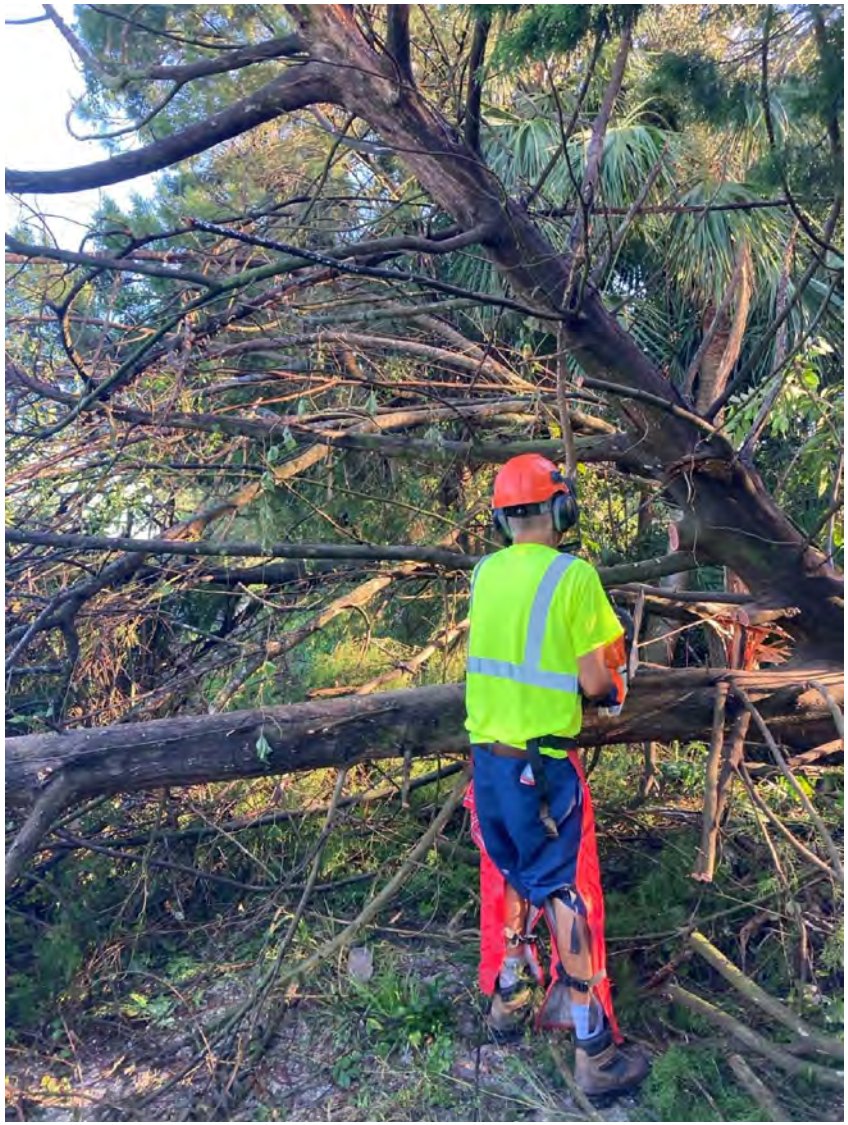



DEERE












































BH10




































CM




VOLVO



OPERATIONS & MAINTENANCE

All-Hands Meeting

Date: October 7th, 2024

Hurricane Milton Meeting Agenda

Hurricane Milton 2024

Milton is forecasted to become a major hurricane that will arrive in south Florida Wednesday morning and may produce 12"+- of rain in ITID. Please take time to prepare your home and family for this potential storm event (water, fuel, food, medicine, shutters, test run generator, etc.). Please have all operational staff report to the maintenance building Monday morning for a Pre-Storm Meeting.

General Items

- Storm Preparedness (Trifold handout)
  - At home prep
  - District prep
    - Inspections
    - Securing materials & Equipment
    - Reporting procedures
    - Storm resource allocation – Equipment Staging
- ITID Contact List – Handout
- Employee emergency contacts (Paychex) – Review and update
- Storm Prep Equipment Check
  - Equipment check status (chainsaws, PPE, hurricane packs, radios, etc)
  - Storm resource allocation – Equipment Staging
- ITID Maps (Canals, roads, sidewalks)
- Documentation
  - Separate Equipment and Vehicle milage/hrs sheets for storm.
  - Inspection Forms and Photos
- Overhead Power – Reminder: 10ft minimum working distance
- Underground Utilities – Perform maintenance excavation only (removing blockages). Put in emergency locate request through 811 if other excavation is necessary.

Pre-Storm Activities

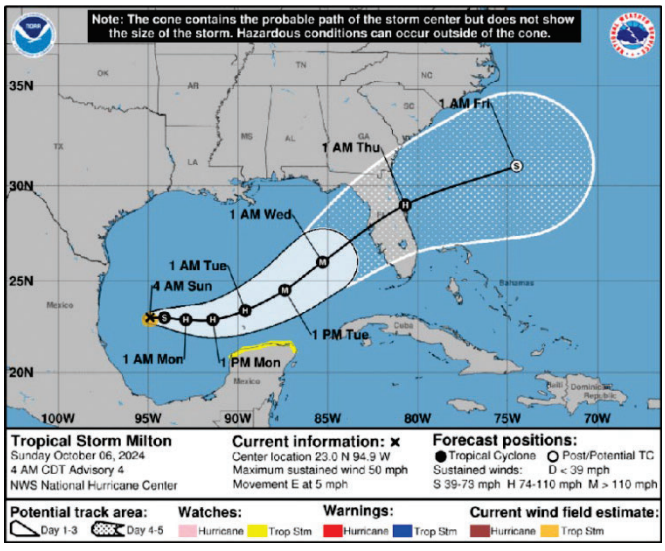
- Employee Readiness
  - All staff on scheduled leave should be prepared to report into work if necessary. Please contact your supervisor if there is a conflict.
  - Reporting procedures reminder – Report in once all clear is given or TS force winds have cleared the area.
  - Inspect chainsaws, pole saws, and associated PPE.
  - Review Hurricane binder and response kits with crews.
- Storm prep and recovery documentation – All receipts, work activities (ER assist), time should be labeled Milton.
- Indian Trail Emergency Phone # 561-721-6824– Staff On-call (Crew Chief TBD)
- Clear Drainage
  - Illegal Drives/ Swale Blockages – All drives without drainage pipes (8" minimum) are to be removed from swale.
  - Remove debris from swales (tree limbs, other)

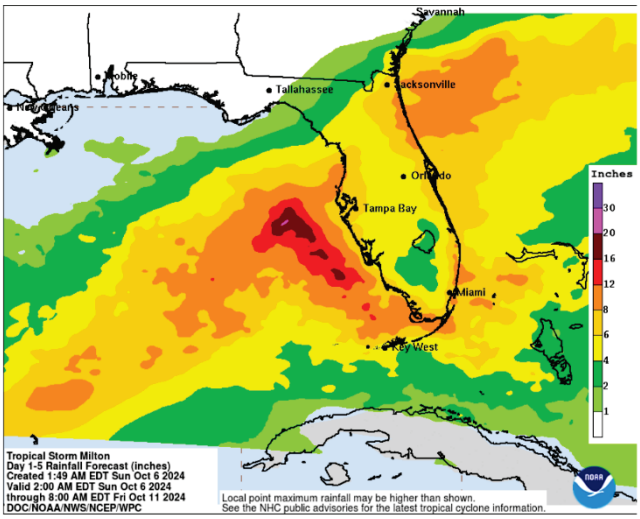
- Inspect clear catch basin and curb inlets.

- Securing Construction Sites, Pump Stations, and Buildings - Secure equipment and prep sites for rain and TS force winds.
- Dewatering Pumps – Test run and top off with fuel.
- Backhoes and Loaders – If needed, top off fuel and stage at operator homes for potential storm recovery.
- Pickup trucks – Top off fuel, put hurricane kit in truck, and secure at Maintenance Building. Supervisors and Oncall crew chief to take home vehicles with chainsaw and PPE.
- Fuel – Top off all fuel tanks.
- Water and Ice on hand.
- Procure rental equipment if necessary

Storm Recovery Activities

- Operations Incident Command (Rob, Jason, Greg): Develops overall tactical plan for response operations to be carried out through on-scene incident commander.
  - Evaluate situation (weather conditions, building conditions, etc.) and give All-Clear for staff to report to work.
  - Receive information for other agencies and customer service. Prioritize recovery activities.
  - Staff roll call and dispatches teams.
- Rapid Impact Assessment Teams (Crew Chiefs and Operators). Teams inspect assign areas and document damages. Emergency situations are reported to Incident Command.
- Logistics Section (Mike Peterson, Kenny M): Responsible for providing whatever is necessary to support operations, providing supplies and equipment to carry out the mission.
- Planning Section (Bill, Mike Lacount): Collects, evaluates, and disseminates information about the development of the emergency and the status of resources.
- Operations Take Home Equipment (TBD). Operators report to assigned areas and clear debris from roadways with assigned equipment.
- Finance/Administration Section (Mary, Scarlet): Responsible for monetary, financial, and administrative functions.
- Human Resources Section (Miriam): Collects, evaluates, and disseminates information about the Human Resources Element of the emergency and the status of employees.





RAINFALL: Rainfall amounts of 5 to 8 inches, with localized totals up to 12 inches, are expected across portions of the Florida Peninsula and the Keys through Wednesday night. This rainfall brings the risk of flash, urban, and areal flooding, along with minor t moderate river flooding.

Storm Equipment Allocation - Hurricane Exercise 2024

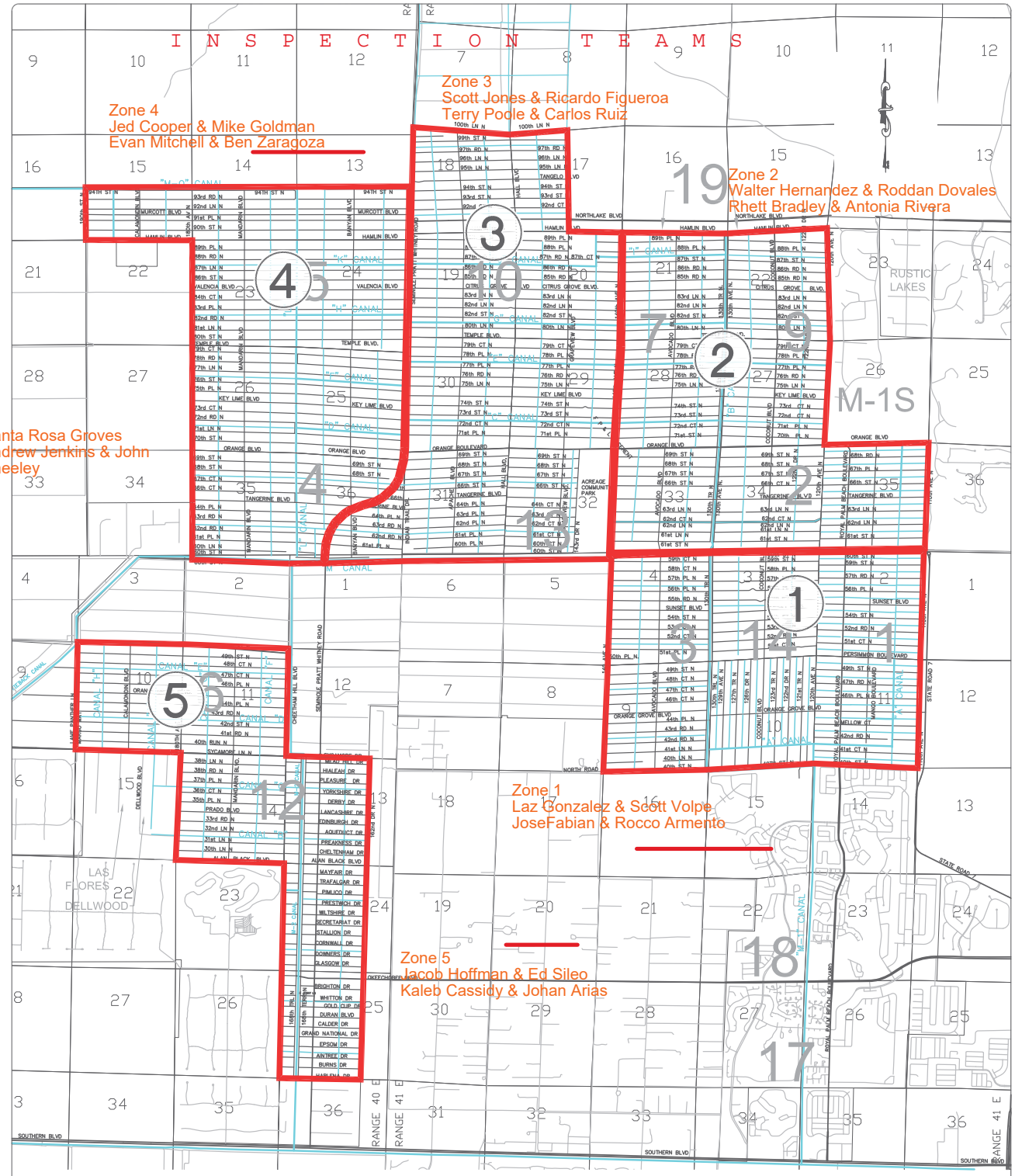
Storm Equipment	Storm Location	Indian Trail ID #	Year	Make	Description	Model
X	Doug Parris	**A-6**	2012	Ford	Truck	F-250 UTILITY BED
x	Jagdeesh	**BH-10**	2005	Case	Back-Hoe	580 Super M
x	VJ	**BH-11**	2006	Case	Back-Hoe	580 Super M
X	Pump Station 1	**BH-12**	2006	Case	Back-Hoe	580 Super M
X	Santa Rosa Groves	**BH-13**	2015	John Deere	Back-Hoe	310SL
X	Carlos Ruiz	**BH-14**	2016	John Deere	Back-Hoe	310SL
X	Kenny Morrison	**BH-7**	2005	Case	Back-Hoe	580 Super M
X	Rock City	**BH-8**	2005	Case	Back-Hoe	580 Super M
X	Pump Station 1	**BH-9**	2005	Case	Back-Hoe	580 Super M
X	Maintenance	**DT-3**	2010	MACK	Dump Truck	Tri Axle
X	Maintenance	**DT-4**	2010	MACK	Dump Truck	Tri Axle
X	Maintenance	**DT-5**	2014	Kenworth	Dump Truck	Tri Axle
X	Maintenance	**DUMP TRAILER 3**	2016	Anderson	Trailer	
X	Maintenance	**DUMP TRAILER 4**	2020	Big Tex Trailer	DTR-4	14LX-16BK7SIRPD
X	Maintenance	**DUMP TRAILER 5**	2016	Anderson	Trailer	
X	Maintenance	**DUMP TRAILER-1**	2005	Anderson	Trailer	
X	Maintenance	**DWP-1**	2019	Pioneer	Silent Dewatering Vac Assist Pump	
X	Maintenance	**DWP-2**	2020	Thompson	Silent Dewatering 12" Pump	V-1489 12R DDS
X	Santa Rosa Groves	**DWP-3**	2021	MWI	Silent HPU & 6" Submersable Pump	
X	Maintenance	**ES 6500 GENERATOR 2**		Honda	Generator	ES 6500
X	Maintenance	**ES 6500 GENERATOR 1**		Honda	Generator	ES 6500
X	Maintenance	**ET-1**	2020	Big Tex Trailer	Trailer	14ET-18BK
X	Maintenance	**G-10**	2014	John Deere	Tractor Box-Blade	5075E
X	Maintenance	**G-3**	1996	New Holland	Tractor Box-Blade	3930
X	Maintenance	**G-5**	2000	New Holland	Tractor Box-Blade	TL70
X	Maintenance	**G-7**	2005	John Deere	Tractor Box-Blade	5325
X	Maintenance	**G-8**	2005	John Deere	Tractor Box-Blade	5325
X	Maintenance	**G-9**	2008	John Deere	Tractor Box-Blade	5325
X	Maintenance	**G-11**	2016	John Deere	Tractor Box-Blade	5075E
X	Maintenance	**G-12**	2016	John Deere	Tractor Box-Blade	5075E
X	Maintenance	**G-13**	2021	John Deere	Tractor Box-Blade	5075E
X	Maintenance	**GT-506**	2017	Big Tex Trailer	Trailer	20' Gooseneck Trailer
X	Maintenance	**HEAVY EQUIP.TRAILER**			Trailer	
X	Ed Nenno	**L-1**	2011	Cat	Front End Loader	Cat 928HZ
X	Bill Jenkins	**L-3**	2018	Volvo	Front End Loader	L70H
X	Dustin Hawkins	**L-5**	2020	Cat	Front End Loader	930
x	Scott Jacobs	**L6**	2023	John Deere	Front End Loader	644k
X	Maintenance	**LB-1**	2011		Trailer	Equipment Trailer
x	TBD	**M-8**	2002	Ford	Truck	F-250 4X4 EXT CAB
x	TBD	**M-10**	2000	Ford	Truck	F-450 MECHANICS TRUCK
x	TBD	**M-13**	2001	Ford	Truck	F-250 4X4 4DR CREW CAB

Storm Equipment Allocation - Hurricane Exercise 2024

Storm Equipment	Storm Location	Indian Trail ID #	Year	Make	Description	Model
x	TBD	**M-14**	2003	Ford	Truck	F-250 4X4 4DR CREW CAB
x	TBD	**M-19**	2004	Ford	Truck	-350 4X4 SINGLE CAB UT
x	TBD	**M-20**	2005	Ford	Truck	F-250 4X4 (4 DOOR)
x	TBD	**M-21**	2005	Ford	Truck	F-250 4X4 (2DOOR)
x	TBD	**M-22**	2006	Ford	Truck	F-250 4X4 (4 DOOR)
x	TBD	**M-23**	2008	Ford	Truck	F-250 4X4 (4 DOOR)
x	TBD	**M-24**	2008	Ford	Truck	F-250 4X4 (4 DOOR)
x	TBD	**M-25**	2008	Ford	Truck	F-250 4X4 (4 DOOR)
x	TBD	**M-26**	2011	Ford	Truck	F-250 4X4 (4 DOOR)
x	TBD	**M-27**	2011	Ford	Truck	F-150 4X4 (2DOOR)
x	TBD	**M-28**	2013	Ford	Truck	F-250 4X4 (4 DOOR)
x	Laz Gonzalez	**M-29**	2017	Ford	Truck	F-250 XL 4X4 (4DOOR)
x	Jason Lester	**M-30**	2018	Ford	Truck	F-150 4X4 (2DOOR)
x	Dom Liso	**M-31**	2019	Ford	Truck	F-250 XL 4X4 (4DOOR)
x	TBD	**M-32**	2019	Ford	Truck	F-250 XL 4X4 (4DOOR)
x	Scott Jones	**M-33**	2019	Ford	Truck	F-250 XL 4X4 (4DOOR)
x	Andrew Jenkins	**M-34**	2020	Ford	Truck	F-250 XL 4X4 (4DOOR)
x	Walter Hernandez	**M-35**	2021	Ford	Truck	F-250 XL 4X4 (4DOOR)
X	Miguel Vazquez	**M-36**	2021	Ford	Truck	F-250 XL 4X4 (4DOOR)
X	Jed Cooper	**M-37**	2023	Ford	Truck	F-250 XL 4X4 (4DOOR)
X	Mike Lacount	**M-38**	2023	Ford	Truck	F-250 4X4 (2DOOR)
X	Bill Stevens	**M-39**	2023	Ford	Truck	F-250 4X4 (2DOOR)
X	Jake Hoffman	**M-40**	2024	Ford	Truck	F-250 XL 4X4 (4DOOR)
X	Maintenance	**MG-7**	2013	John Deere	Grader	670
X	Maintenance	**MG-15**	2018	John Deere	Grader	620G
X	Maintenance	**MG-21**	2020	CAT 120 14 ft blad	Grader	120P
X	Maintenance	**MG-23**	2023	John Deere	Grader	620G
X	Maintenance	**MG-24**	2023	John Deere	Grader	620G
X	Maintenance	**MG-25**	2023	John Deere	Grader	620G
X	Maintenance	**MG-26**	2023	John Deere	Grader	620G
X	Maintenance	**MG-27**	2023	John Deere	Grader	672G
X	Jobsite	**SS-2**	2016	Bobcat	SKID STEER	T590-T4 Skid Steer
X	Jobsite	**SS-3**	2017	Bobcat	SKID STEER	T870 Skid Steer
X	Jobsite	**SS-4**	2020	Bobcat	SKID STEER	T870 Skid Steer
X	Jobsite	**SS-5**	2021	Bobcat	SKID STEER	T870 Skid Steer
X	Jobsite	**SS-6**	2023	John Deere	SKID STEER	333G
X	Maintenance	**TH-2**	2014	Volvo	Track-Hoe	ECR145D
X	Maintenance	**TH-3**	2014	Volvo	Track-Hoe	ECR145D
X	Pump Station 1	**TH-4**	2018	Volvo	Track-Hoe	ECR355EL

Storm Equipment Allocation - Hurricane Exercise 2024

Storm Equipment	Storm Location	Indian Trail ID #	Year	Make	Description	Model
X	Jobsite	**TH-5**	2018	Volvo	Mini-Track-Hoe	ECR58D
X	Jobsite	**TH-6**	2019	John Deere	Track-Hoe	245G
X	Jobsite	**TH-7**	2020	John Deere	Mini-Track-Hoe	50G
X	Jobsite	**TH-8**	2020	Cat	Track-Hoe	325F
X	Jobsite	**TH-9**	2021	CAT	Mini-Track-Hoe	305
X	Maintenance	**XB-6**		Ingersoll Rand	Generator	Generator



5 MAINTENANCE ZONES

3 UNIT NUMBERS

NOTE:

1. ACTIVE UNITS ARE 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 17, 18, 19A, AND M-1S.
2. CONTRACT UNITS ARE: DELLWOOD, LAS FLORES, AND RUSTIC LAKES.
3. UNIT 11 IS NOT SHOWN, IS INACTIVE, AND PBC OWNED.
4. UNIT 19 HAS A LANDOWNERS AGREEMENT.
5. NOT ALL OVERALL OR SUBUNITS ARE SHOWN. (E.G. R-2)

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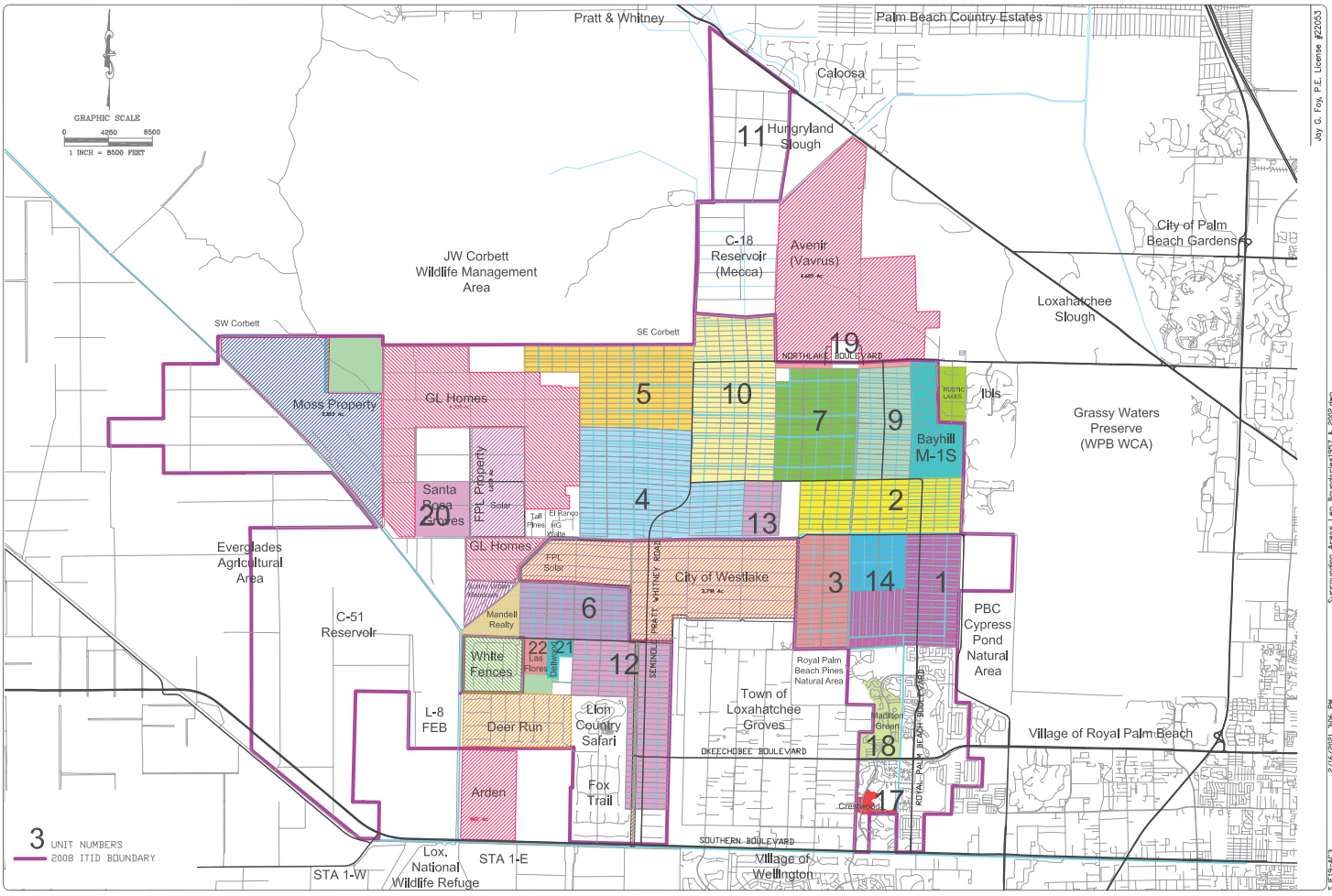
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INDIAN TRAIL IMPROVEMENT DISTRICT

MAINTENANCE ZONES

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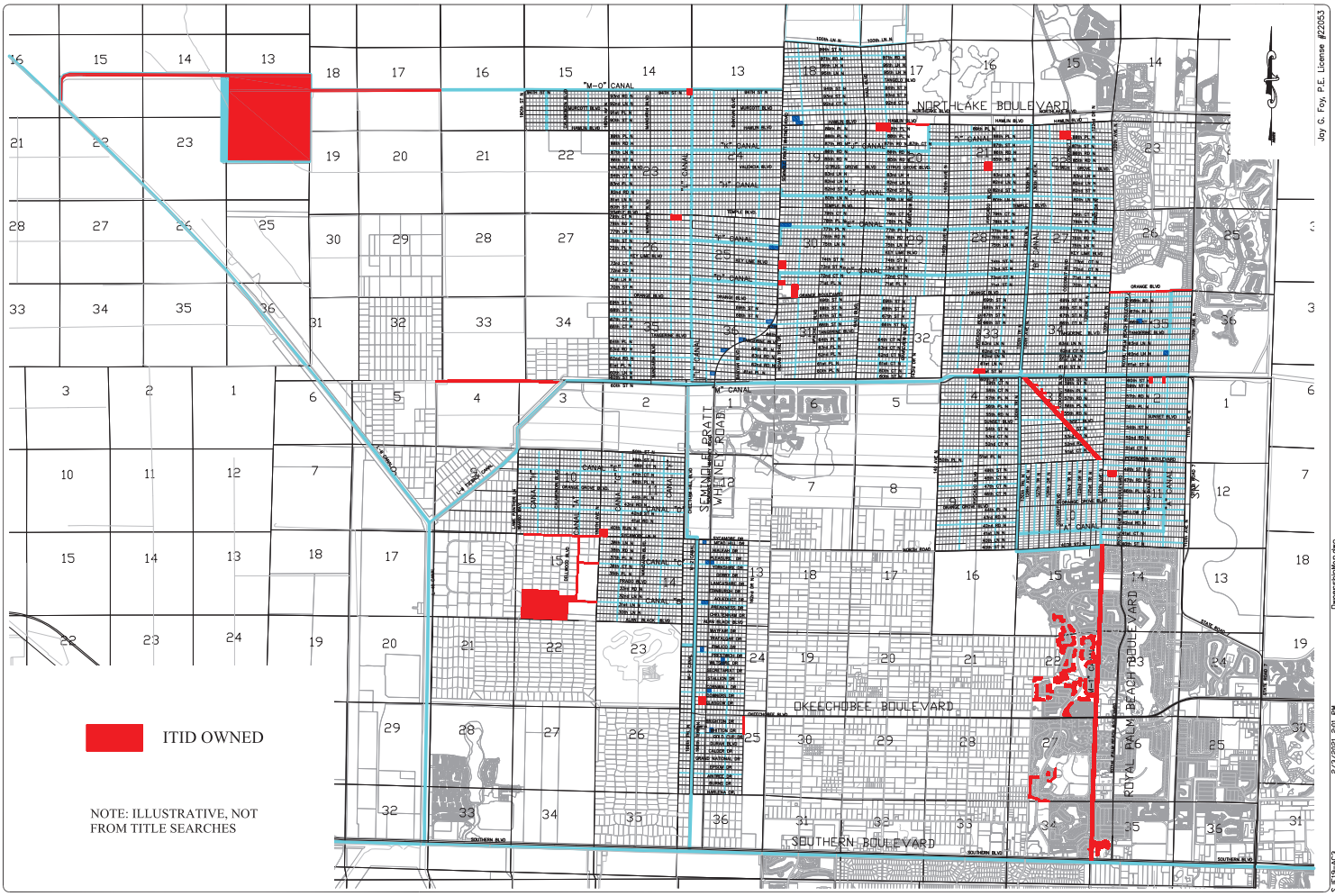
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INDIAN TRAIL IMPROVEMENT DISTRICT
SURROUNDING AREAS

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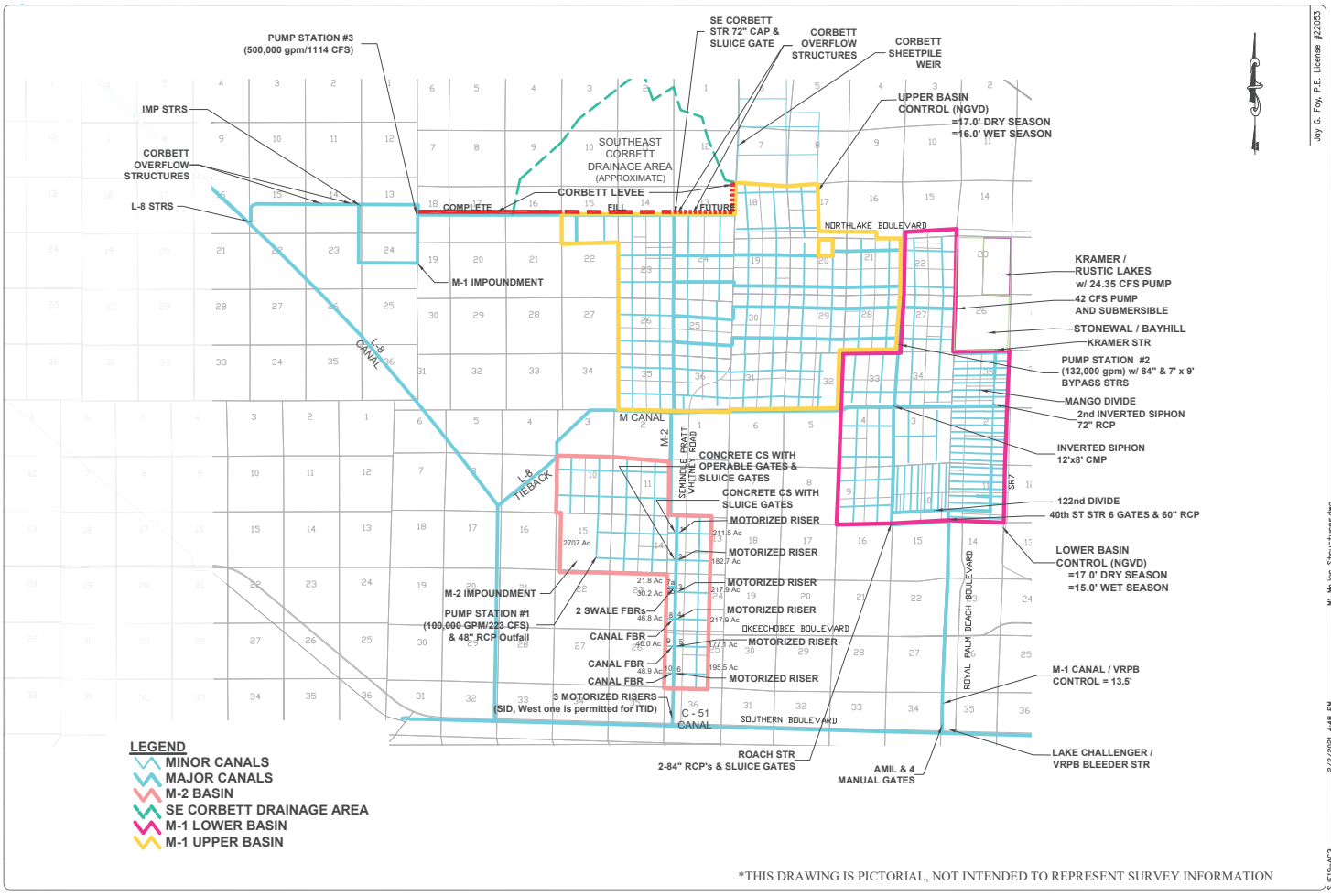
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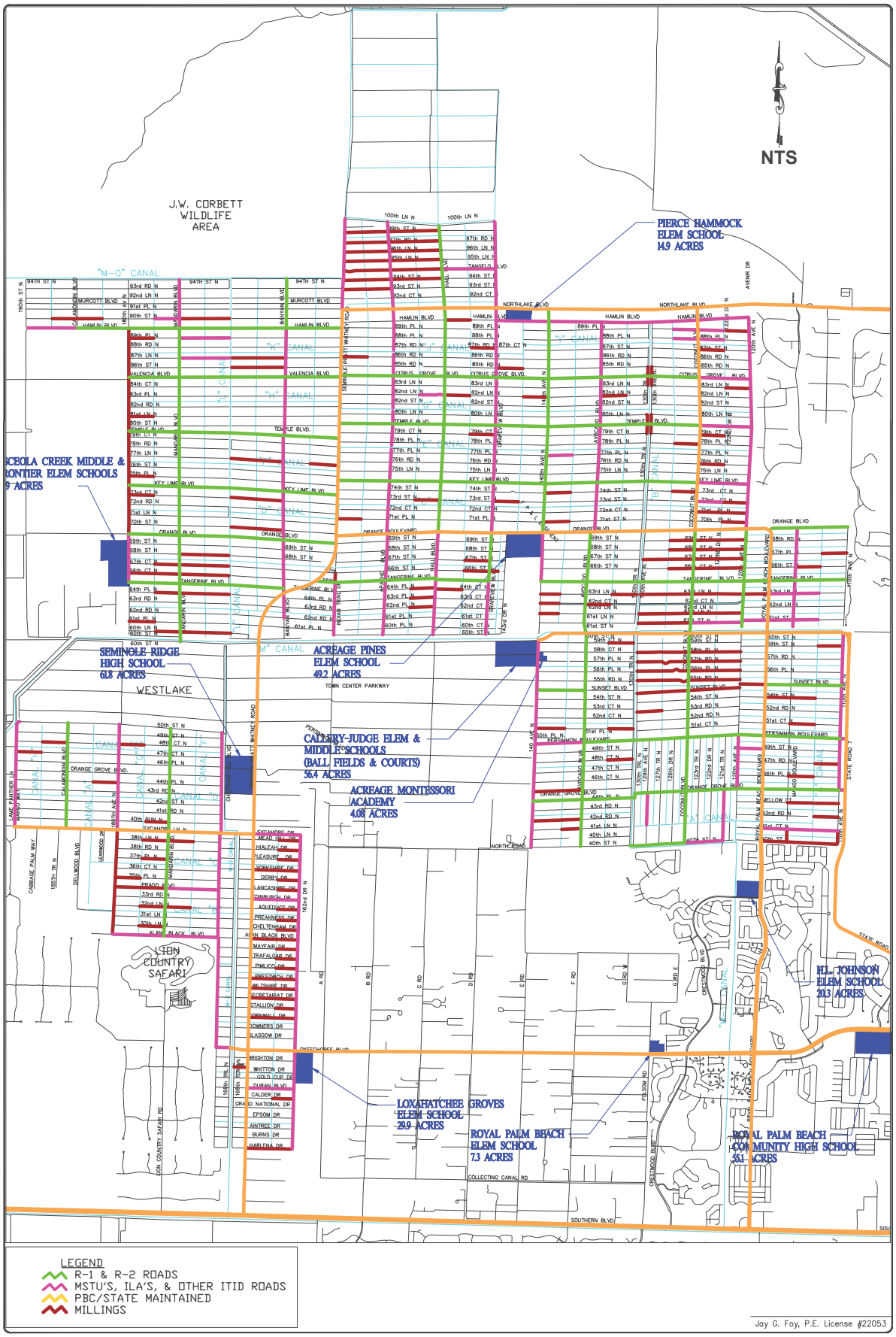
M-1 AND M-2 BASIN MAJOR STRUCTURES

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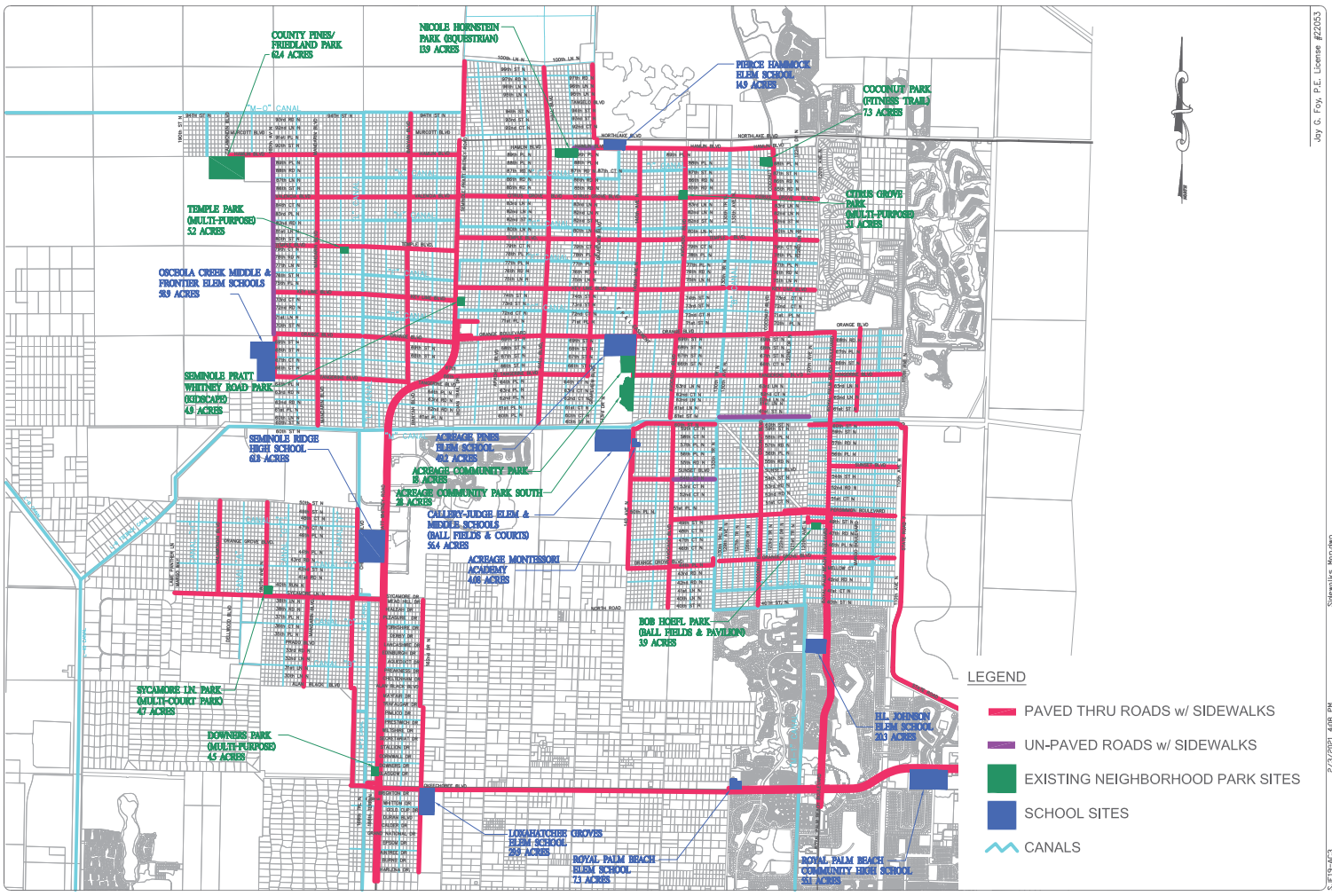
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		DRAWN	HKF
		CHECKED	JGF

INDIAN TRAIL IMPROVEMENT DISTRICT
ACSC AND MILLINGS ROADS AS OF APRIL 2023 (SCHOOLS OVERLAY)

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INDIAN TRAIL IMPROVEMENT DISTRICT

SIDEWALKS

Sidewalks Mapdwg
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Average Vehicle Count

Technician Name: administrator

Location: Persimmon Blvd west 110th - Facing East
Report Period: 9/24/2024 to 10/6/2024
Address: 11288 Persimmon BLVD, West Palm Beach, Florida,
Total Vehicle Count: 32,716
Speed Limit: 35

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Average Weekday	Average Weekend	Average Week	Average Speed	85% Speed
00-01	0	0	8	19	16	14	70	9	42	18	30	37
01-02	0	0	6	8	8	10	52	4	31	12	28	37
02-03	0	0	6	8	2	18	30	3	24	9	26	34
03-04	0	0	0	2	4	13	22	1	18	6	32	40
04-05	0	0	2	6	2	18	8	2	13	5	30	35
05-06	0	0	5	21	14	24	0	8	12	9	29	36
06-07	0	0	32	42	33	30	8	21	19	21	28	34
07-08	146	114	84	10	186	69	53	108	61	95	28	35
08-09	152	198	115	60	163	34	38	138	36	109	28	34
09-10	0	27	51	174	38	174	18	58	96	69	28	35
10-11	45	103	72	44	229	174	17	99	96	98	28	34
11-12	339	116	238	12	64	84	228	154	156	154	28	34
12-13	301	18	262	242	68	70	H 268	178	169	176	27	34
13-14	8	147	166	94	297	242	177	142	210	162	28	35
14-15	148	188	34	188	105	273	94	133	184	147	29	35
15-16	61	306	229	240	H 325	52	203	232	128	202	28	35
16-17	119	136	256	230	213	80	196	191	138	176	28	35
17-18	H **567**	H 330	H 460	H 411	242	314	147	402	231	353	28	35
18-19	162	240	152	218	319	80	148	218	114	188	28	35
19-20	4	214	244	86	162	113	113	142	113	134	28	35
20-21	272	166	178	145	169	H 344	31	186	188	186	28	34
21-22	20	96	9	116	194	69	82	87	76	84	25	34
22-23	0	46	160	84	146	0	94	87	47	76	27	34
23-24	62	12	75	60	56	25	135	53	80	61	28	35
TOTAL:	**2,406**	**2,457**	**2,844**	**2,520**	**3,055**	**2,324**	**2,232**	**2,656**	**2,282**	**2,550**	**28**	**35**

Statistics Summary Report

Technician Name: administrator

Location: Persimmon Blvd west 110th - Facing East
Address: 11288 Persimmon BLVD, West Palm Beach, Florida, 33411
Speed Limit: 35

Report Period: 9/24/2024 to 10/6/2024
Total Vehicle Count: 32,716

Hour	Total Vehicles	Average Vehicles	Total Violations	% Violations	Min. Speed	Max. Speed	Avg. Speed	85% Speed
00-01	255	36	52	20 %	13	53	30	37
01-02	170	24	33	19 %	3	43	28	37
02-03	127	18	13	10 %	3	44	26	34
03-04	85	12	23	27 %	17	49	32	40
04-05	72	10	11	15 %	17	45	30	35
05-06	127	18	21	17 %	6	41	29	36
06-07	289	41	33	11 %	6	49	28	34
07-08	1,063	152	130	12 %	6	49	28	35
08-09	1,171	167	124	11 %	3	50	28	34
09-10	936	134	122	13 %	3	55	28	35
10-11	1,219	174	111	9 %	3	51	28	34
11-12	1,709	244	168	10 %	3	50	28	34
12-13	2,157	308	239	11 %	3	50	27	34
13-14	2,257	322	279	12 %	3	99	28	35
14-15	1,913	273	248	13 %	3	50	29	35
15-16	2,772	396	328	12 %	3	58	28	35
16-17	2,340	334	293	13 %	3	55	28	35
17-18	4,373	625	549	13 %	3	53	28	35
18-19	2,474	353	308	12 %	3	48	28	35
19-20	1,866	267	210	11 %	3	54	28	35
20-21	2,338	334	243	10 %	3	49	28	34
21-22	1,154	165	122	11 %	3	56	25	34
22-23	1,060	151	125	12 %	3	52	27	34
23-24	789	113	96	12 %	3	52	28	35
	32,716	**4,671**	**3,881**	**13 %**	**5**	**52**	**28**	**35**

Count by Speed Bins

Speed	Count
0...1	0
1...2	0
2...3	272
3...4	491
4...5	94
5...6	115
6...7	57
7...8	23
8...9	56
9...10	28
10...11	48
11...12	48
12...13	46
13...14	109
14...15	65
15...16	210
16...17	340
17...18	273
18...19	628
19...20	408
20...21	996
21...22	1,527
22...23	833
23...24	2,077
24...25	2,610
25...26	1,296
26...27	2,825
27...28	1,463
28...29	2,700
29...30	2,526

Count by Speed Bins

Speed	Count
30...31	1,197
31...32	1,883
32...33	868
33...34	1,509
34...35	1,214
35...36	537
36...37	869
37...38	355
38...39	622
39...40	507
40...41	183
41...42	306
42...43	161
43...44	62
44...45	107
45...46	36
46...47	51
47...48	31
48...49	11
49...50	12
50...51	2
51...52	7
52...53	4
53...54	6
54...55	5
55...56	2
56...57	0
57...58	1
58...59	0
59...60	0

Count by Speed Bins

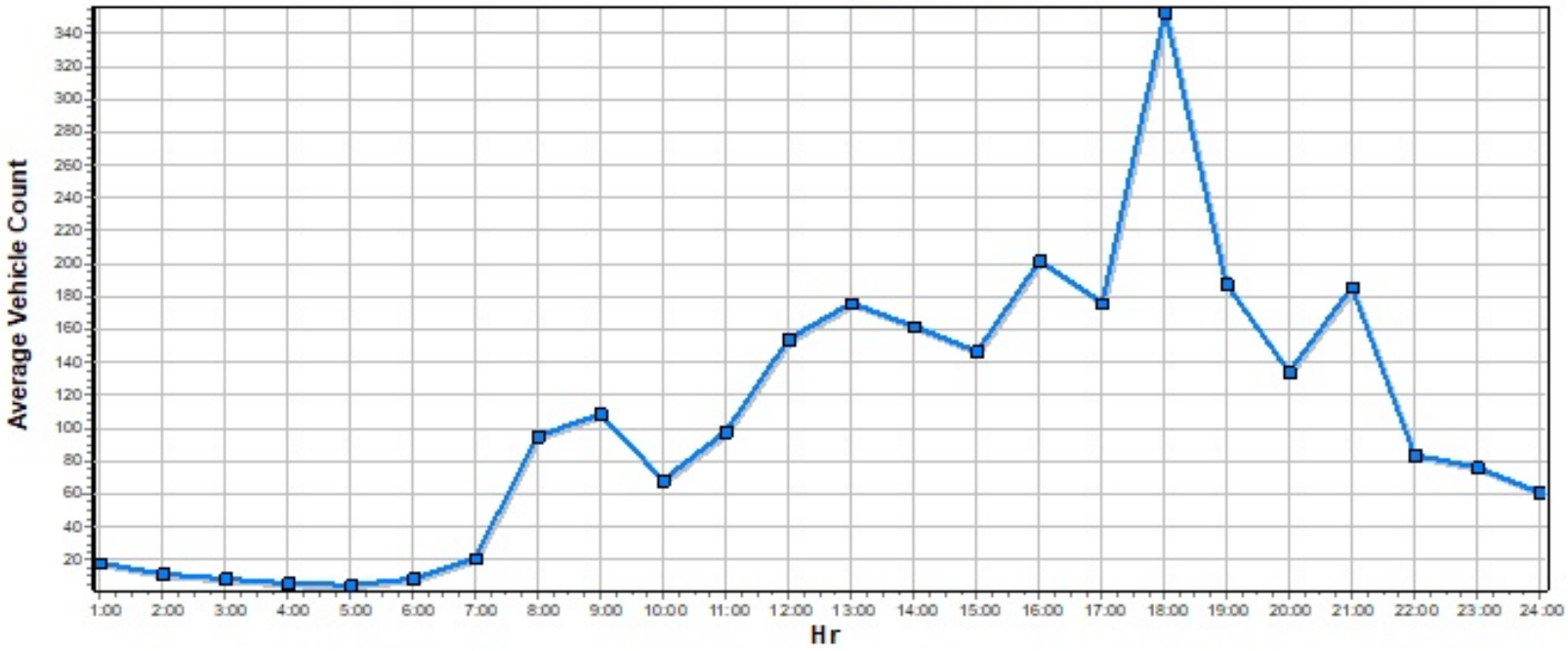
Speed	Count
60...61	0
61...62	0
62...63	0
63...64	0
64...65	0
65...66	0
66...67	0
67...68	0
68...69	0
69...70	0
70...71	0
71...72	0
72...73	0
73...74	0
74...75	0
75...76	1
76...77	0
77...78	0
78...79	0
79...80	0
80...81	0
81...82	0
82...83	0
83...84	0
84...85	0
85...86	0
86...87	0
87...88	0
88...89	0
89...90	0

Count by Speed Bins

Speed	Count
90...91	0
91...92	0
92...93	0
93...94	0
94...95	0
95...96	0
96...97	0
97...98	0
98...99	3
Total:	**32,716**

Average Vehicle Count
Hourly Values

Persimmon Blvd west 110th - Facing East (11288 Persimmon BLVD, West Palm Beach, Florida, 33411)
9/23/2024 to 10/7/2024



Average Vehicle Count

Technician Name: administrator

Location: Persimmon Blvd west 110th - Facing West
Report Period: 9/24/2024 to 10/6/2024
Address: 11288 Persimmon BLVD, West Palm Beach, Florida,
Total Vehicle Count: 28,725
Speed Limit: 20

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Average Weekday	Average Weekend	Average Week	Average Speed	85% Speed
00-01	0	0	2	4	12	32	19	4	26	10	29	33
01-02	0	0	2	4	7	27	8	3	18	7	27	31
02-03	0	0	0	4	1	4	8	1	6	2	28	32
03-04	0	0	4	12	5	18	6	4	12	6	29	34
04-05	0	0	10	20	20	42	8	10	25	14	29	35
05-06	0	0	38	80	62	69	14	36	42	38	29	34
06-07	0	65	133	161	112	94	26	94	60	84	28	34
07-08	384	H **703**	H 535	252	134	144	87	402	116	320	26	33
08-09	123	187	253	164	162	202	174	178	188	181	28	34
09-10	229	157	292	191	232	65	77	220	71	178	27	34
10-11	H 430	54	84	H 258	85	82	142	182	112	162	27	33
11-12	107	392	72	148	H 307	220	H 184	205	202	204	27	32
12-13	192	134	162	227	71	115	174	157	145	154	28	34
13-14	88	2	212	188	50	H 330	109	108	220	140	33	34
14-15	0	145	194	84	118	0	48	108	24	84	27	34
15-16	74	80	154	64	248	20	78	124	49	103	27	34
16-17	220	296	187	99	240	52	65	208	59	166	27	33
17-18	31	326	134	164	40	78	43	139	61	117	28	34
18-19	238	204	59	164	206	215	22	174	119	158	27	33
19-20	58	63	74	82	87	0	37	73	19	57	28	34
20-21	66	66	51	54	0	105	48	47	77	56	28	34
21-22	135	30	42	36	0	74	26	49	50	49	28	33
22-23	54	14	26	26	24	64	19	29	42	32	28	33
23-24	78	8	10	13	18	54	26	25	40	30	28	33
TOTAL:	**2,507**	**2,926**	**2,730**	**2,499**	**2,241**	**2,106**	**1,448**	**2,580**	**1,783**	**2,352**	**28**	**33**

Statistics Summary Report

Technician Name: administrator

Location: Persimmon Blvd west 110th - Facing West
Address: 11288 Persimmon BLVD, West Palm Beach, Florida, 33411
Speed Limit: 20

Report Period: 9/24/2024 to 10/6/2024
Total Vehicle Count: 28,725

Hour	Total Vehicles	Average Vehicles	Total Violations	% Violations	Min. Speed	Max. Speed	Avg. Speed	85% Speed
00-01	138	20	129	93 %	16	59	29	33
01-02	96	14	89	93 %	16	41	27	31
02-03	36	5	33	92 %	15	43	28	32
03-04	89	13	82	92 %	16	45	29	34
04-05	202	29	185	92 %	15	44	29	35
05-06	526	75	491	93 %	16	55	29	34
06-07	1,117	160	1,006	90 %	15	50	28	34
07-08	3,391	484	2,872	85 %	15	60	26	33
08-09	2,221	317	1,944	88 %	15	58	28	34
09-10	2,100	300	1,772	84 %	15	57	27	34
10-11	1,783	255	1,566	88 %	15	50	27	33
11-12	2,361	337	2,030	86 %	15	47	27	32
12-13	1,826	261	1,624	89 %	15	51	28	34
13-14	1,870	267	1,661	89 %	15	99	33	34
14-15	1,179	168	1,041	88 %	15	49	27	34
15-16	1,366	195	1,175	86 %	15	51	27	34
16-17	2,098	300	1,821	87 %	15	52	27	33
17-18	1,603	229	1,391	87 %	15	62	28	34
18-19	1,978	283	1,733	88 %	15	63	27	33
19-20	743	106	661	89 %	15	52	28	34
20-21	714	102	656	92 %	16	57	28	34
21-22	550	79	501	91 %	16	47	28	33
22-23	401	57	372	93 %	16	56	28	33
23-24	337	48	296	88 %	15	50	28	33
	28,725	**4,104**	**25,131**	**89 %**	**15**	**54**	**28**	**33**

Count by Speed Bins

Speed	Count
0...1	0
1...2	0
2...3	0
3...4	0
4...5	0
5...6	0
6...7	0
7...8	0
8...9	0
9...10	0
10...11	0
11...12	0
12...13	0
13...14	0
14...15	163
15...16	417
16...17	652
17...18	484
18...19	1,162
19...20	716
20...21	1,601
21...22	1,914
22...23	1,008
23...24	2,017
24...25	2,271
25...26	1,168
26...27	2,341
27...28	1,118
28...29	2,080
29...30	1,979

Count by Speed Bins

Speed	Count
30...31	956
31...32	1,520
32...33	641
33...34	1,039
34...35	870
35...36	334
36...37	587
37...38	235
38...39	428
39...40	352
40...41	108
41...42	153
42...43	113
43...44	44
44...45	66
45...46	39
46...47	56
47...48	30
48...49	12
49...50	12
50...51	9
51...52	6
52...53	7
53...54	0
54...55	2
55...56	3
56...57	2
57...58	2
58...59	1
59...60	1

Count by Speed Bins

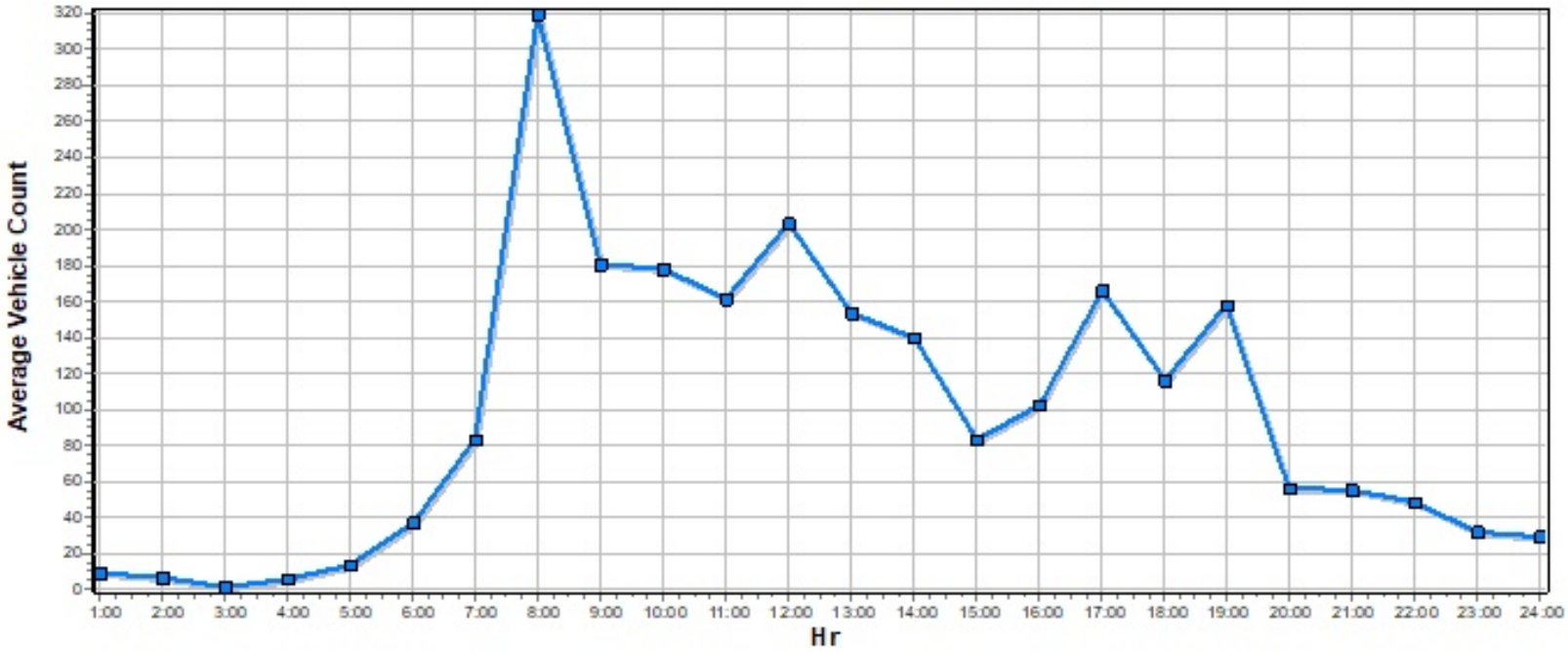
Speed	Count
60...61	0
61...62	2
62...63	2
63...64	0
64...65	0
65...66	0
66...67	0
67...68	0
68...69	0
69...70	0
70...71	0
71...72	0
72...73	0
73...74	0
74...75	0
75...76	0
76...77	0
77...78	0
78...79	0
79...80	0
80...81	0
81...82	0
82...83	0
83...84	0
84...85	0
85...86	0
86...87	0
87...88	0
88...89	0
89...90	0

Count by Speed Bins

Speed	Count
90...91	0
91...92	0
92...93	0
93...94	0
94...95	0
95...96	0
96...97	0
97...98	0
98...99	2
Total:	**28,725**

Average Vehicle Count
Hourly Values

Persimmon Blvd west 110th - Facing West (11288 Persimmon BLVD, West Palm Beach, Florida, 33411)
9/23/2024 to 10/7/2024



AGENDA ITEM NO. 14.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: November 13, 2024

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: Parks and Recreation Report.

BACKGROUND:

Hamlin House Usage Month of October 2024

- 2

Park Reservations for the Month of October 2024

- Nicole Hornstein Equestrian Park – 0
- Acreage Community Park- 0
- Acreage Community Park South- 0
- Kidscape – 0
- Downers – 0
- Hoefl – 1
- Sycamore – 0
- Temple – 0
- Citrus – 1

Parks Maintenance

Juniper is continuing to replace dead or damaged plants at the Garden of Hope.

Juniper is continuing treating the baseball fields for weeds and will be replacing the missing sod areas that were overgrown with weeds with fresh sod.

Lighting installation is complete at Citrus Grove Park. Staff will evaluate the lighting conditions at night for any adjustments or changes needed.

Acreage Community Park South Expansion - Surveys and Geotech inspections are complete. Engerineering is complete and permitting has begun for the artificial turf field.

Coconut Park completed projects:
Replaced the pier.
Replaced the fountain.
Replaced the stairway.
Repaired nonfunctioning irrigation system.

Hurricane Milton/Tornado damage at Coconut Park:

After meeting with Juniper on site and assessing the damages at Coconut Park we feel the estimated repair costs are as follows:

***Price includes material and labor unless otherwise specified.**

35 Mature trees - $4,000 each. Total $140,000

20 Palm trees - $1,500 each. Total $30,000

Misc. shrubs and hedges - Total $25,000

Removal and replacement of grass including min. 2” soil removal due to unknown debris within the soil. Est. 240,000 S.F. @ $.30 per S.F. - Total $72,000

Repair damaged irrigation - Total $5,000

Pier (contracted price for complete replacement, including

pilings due to twisting and uplift from the tornado) - Total $105,000

Walkway 3,000 linear feet @ $10 per linear foot (inhouse pricing) - Total $30,000

Exercise Equipment - Total $25,000

New Signs - Total $20,000

Misc. Equipment rental and labor for site prep - Total $65,000

TOTAL ESTIMATE PROJECT VALUE: $517,000.00

Recreation Programming

- Fishing at the M1 Impoundment continues.
- Archery Classes continue at the Hamlin House.

Completed Events

- Archery - November 2nd, 2024
- Fishing at M1 - November 3rd, 2024

Upcoming Events

- Archery - December 7th, 2024
- Fishing at M1 - December 8th, 2024

FISCAL IMPACT: Hurrican Milton/Tornado damage to Coconut Park

After meeting with Juniper on site and assessing the damages at Coconut Park we feel the estimated repair costs are as follows:

<u>*Price includes material and labor unless otherwise specified.</u>

35 Mature trees - $4,000 each. Total $140,000

20 Palm trees - $1,500 each. Total $30,000

Misc. shrubs and hedges - Total $25,000

Removal and replacement of grass including min. 2” soil removal due to unknown debris within the soil. Est. 240,000 S.F. @ $.30 per S.F. - Total $72,000

Repair damaged irrigation - Total $5,000

Pier (contracted price for complete replacement, including pilings due to twisting and uplift from the tornado) - Total $105,000

Walkway 3,000 linear feet @ $10 per linear foot (inhouse pricing) - Total $30,000

Exercise Equipment - Total $25,000

New Signs - Total $20,000

Misc. Equipment rental and labor for site prep - Total $65,000

TOTAL ESTIMATE PROJECT VALUE: $517,000.00

RECOMMENDATION: It is recommended the board receive and file.

ATTACHMENTS:
Coconut Park Hurricane Images.pdf









































AGENDA ITEM NO. 14.5

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: November 13, 2024

SUBMITTED BY: Heide Garcia

DEPARTMENT: Administration

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: Records Requests

BACKGROUND:

We received 3 records requests.

FISCAL IMPACT: None.

RECOMMENDATION: Staff Recommends Board Members Receive and File the attached Records Request.

ATTACHMENTS:
2024.10.15 Record Request.pdf

2024.10.21 ENGLE REQUEST RESPONSE.pdf

2024.10.18 RECORD REQUEST.pdf
2024.10.21 SINCLAIR RESPONSE.pdf
2024.10.28 Record Request W.PHILLIPS.pdf

PUBLIC RECORDS REQUEST

Request Form

Pursuant to Chapter 119, Florida Statutes, **no fields are required**; however, **if you choose to make a public records request using this form**, please provide at least one method of contact, with a subject and detailed request.

Please note: Records can be obtained by phone, completion of the form below, or emailing recreq@indiantrail.com

Contact Details

Full Name

MATTHEWS — *First Name*

ENG CO — *Last Name*

Organization

200 characters

Full Address

18801 91st PL N LOXAHATCHEE, FL 33470 — *Street Number and Name*

Unit Number

City

State/Province/Region

Postal/ZIP Code

Email

poolmatt.engle@gmail.com

Phone

(520) 758-7581 ext.

Request Details

In order to help us provide you the best response to your request, please carefully consider providing specific information. Please know that broad requests can take longer to fulfill and may become costly for the requester. Including specific keywords, timeframes, document types (emails, texts), and narrowing a request to certain individuals or divisions can greatly reduce cost.

Summary of Records Requested

500 Character limit

ANY INFORMATION ON ANY WELL TESTING, INCLUDING BUT NOT LIMITED TO, DEPTH LOCATION, CHLORIDE CONTENT, ETC.
PLEASE INCLUDE ANY TEST WELLS, IRRIGATION WELLS, ETC.

500 characters

Initial Date (Timeframe) of Requested Records

10/15/2024

Ending Date (Timeframe) of Requested Records

Review Submit

Fee Schedule

Single-sided copies shall be furnished upon payment of 15 cents per page, or 20 cents per page for double-sided copies.

There is a $1 per page charge for certified copy of a public record.

Requested to be inspected, examined or copied pursuant to Florida Statute 119.07(1) requiring extensive use of information technology resources or extensive clerical or supervisory assistance will be charged, in addition to the actual cost of duplication, the actual labor cost of the personnel providing the service.

This form is for record requests ONLY. To request maintenance or register a maintenance related comment please use our Maintenance Request Form to ensure that your request is processed in a timely manner.

United States Department of the Interior
U.S. GEOLOGICAL SURVEY
FLORIDA WATER SCIENCE CENTER - TALLAHASSEE
2639 North Monroe Street, Suite A-200
TALLAHASSEE, FLORIDA 32303
Telephone: 850-553-3640

November 8, 2011

Timothy Wojnar
Indian Trail Improvement District
13476 61st St North
West Palm Beach, FL 33412

Dear Mr. Wojnar:

Enclosed are water-quality results from the water samples collected by the U.S. Geological Survey (USGS) from your facility in 2011. We collected water samples from shallow monitoring wells installed at Downers Park, Hoefl Park, and Citrus Grove Park. Samples were analyzed for more than 200 parameters which are listed in alphabetical order on the enclosed document, "U.S. Geological Survey Water-Quality Results."

Recent scientific advances in techniques have given USGS scientists the analytical tools to detect a variety of contaminants in water at very low concentrations, often 10 to 100 times lower than Federal or State water standards and health advisories. This results in low level detections (less than 1 microgram per liter or less than 1 part per billion) for some organic compounds. Detection of these compounds, therefore, does not necessarily translate to risks to human health or aquatic life. However, these results are useful for identifying emerging issues, as well as for tracking contaminant detections in localized areas.

If you have questions regarding how samples were collected and analyzed or how the data will be used, please contact me by phone 850-553-3670, or by e-mail at mberndt@usgs.gov. Thank you so much for allowing us to sample at your facility. The results will be beneficial to scientific studies of water quality of the surficial aquifer system in Florida.

Sincerely,

Marian P. Berndt,
Supervisory Hydrologist
National Water-Quality Assessment Program, Florida

Enclosures
USGS Water-quality results
cc: Richard Marella, USGS

U.S. GEOLOGICAL SURVEY
Water-quality results
Provisional Data from USGS National Water Quality Laboratory, Denver CO

Station number	264236080183501
Station name	URLUPB-01 DOWNERS PARK
Date as YYYYMMDD	20110419
Depth of well, feet below land surface datum	15
Depth to water level, feet below land surface	4.26

Samples for chemical parameters (including iron) as well as pesticides were filtered prior to analysis. Most of the parameters analyzed have concentrations reported in units of milligrams per liter or micrograms per liter; 1 microgram per liter is equal to 0.0001 (1/1000th) of a milligram per liter. Other units of measurement in the report are degrees Celsius for water temperature and microSiemens per centimeter for specific conductance. The letter 'E' stands for 'estimated' and is used when a compound was detected, but the concentration was lower than the laboratory method can quantify.

PHYSICAL and CHEMICAL PARAMETERS

Constituent	Concentration	Units
Temperature, water	25.5	degrees Celsius
pH, field	6.6	pH units
Alkalinity	323	milligrams per liter
Bicarbonate as HCO3	394	milligrams per liter
Dissolved oxygen	0.3	milligrams per liter
Specific conductance	643	microsiemens per centimeter at 25 degrees Celsius
Ammonia as nitrogen	0.429	milligrams per liter
Nitrate plus nitrite as nitrogen	Not Detected	milligrams per liter
Nitrite as nitrogen	0.002	milligrams per liter
Total nitrogen	0.88	milligrams per liter
Phosphorus, orthophosphate	0.073	milligrams per liter
Bromide	0.02	milligrams per liter
Calcium	124	milligrams per liter
Chloride	5.09	milligrams per liter
Total Dissolved Solids	371	milligrams per liter
Fluoride	0.12	milligrams per liter
Magnesium	2.65	milligrams per liter
Potassium	0.54	milligrams per liter
Silica	15.3	milligrams per liter as SiO2
Sodium	7.14	milligrams per liter
Sulfate	0.43	milligrams per liter
Sulfide, field	0.03	milligrams per liter
Aluminum	4.3	micrograms per liter
Antimony	Not Detected	micrograms per liter
Arsenic	0.89	micrograms per liter
Barium	19	micrograms per liter
Beryllium	0.02	micrograms per liter
Boron	21	micrograms per liter
Cadmium	Not Detected	micrograms per liter
Chromium	0.58	micrograms per liter
Cobalt	0.17	micrograms per liter

Copper	Not Detected	micrograms per liter
Iron	3750	micrograms per liter
Lead	Not Detected	micrograms per liter
Lithium	1.6	micrograms per liter
Manganese	50.1	micrograms per liter
Molybdenum	1.2	micrograms per liter
Nickel	0.59	micrograms per liter
Selenium	0.19	micrograms per liter
Silver	Not Detected	micrograms per liter
Strontium	285	micrograms per liter
Thallium	Not Detected	micrograms per liter
Uranium (natural)	0.22	micrograms per liter
Vanadium	2.8	micrograms per liter
Zinc	Not Detected	micrograms per liter
Carbon, organic, dissolved (DOC)	10.3	milligrams per liter

ORGANIC COMPOUNDS

1,1,1,2-Tetrachloroethane	Not Detected	micrograms per liter
1,1,1-Trichloroethane	Not Detected	micrograms per liter
1,1,2,2-Tetrachloroethane	Not Detected	micrograms per liter
1,1,2-trichlorotrifluoroethane	Not Detected	micrograms per liter
1,1,2-Trichloroethane	Not Detected	micrograms per liter
1,1-Dichloroethane	Not Detected	micrograms per liter
1,1-Dichloroethene	Not Detected	micrograms per liter
1,1-Dichloropropene	Not Detected	micrograms per liter
1,2,3,4-Tetramethylbenzene	Not Detected	micrograms per liter
1,2,3,5-Tetramethylbenzene	Not Detected	micrograms per liter
1,2,3-Trichlorobenzene	Not Detected	micrograms per liter
1,2,3-Trichloropropane	Not Detected	micrograms per liter
1,2,3-Trimethylbenzene	Not Detected	micrograms per liter
1,2,4-Trichlorobenzene	Not Detected	micrograms per liter
1,2,4-Trimethylbenzene	Not Detected	micrograms per liter
1,2-Dibromo-3-chloropropane	Not Detected	micrograms per liter
1,2-Dibromoethane	Not Detected	micrograms per liter
1,2-Dichlorobenzene	Not Detected	micrograms per liter
1,2-Dichloroethane	Not Detected	micrograms per liter
1,2-Dichloropropane	Not Detected	micrograms per liter
1,3,5-Trimethylbenzene	Not Detected	micrograms per liter
1,3-Dichlorobenzene	Not Detected	micrograms per liter
1,3-Dichloropropane	Not Detected	micrograms per liter
1,4-Dichlorobenzene	0.01	micrograms per liter
1-Naphthol	Not Detected	micrograms per liter
2,2-Dichloropropane	Not Detected	micrograms per liter
2,4-D	Not Detected	micrograms per liter
2,4-D methyl ester	Not Detected	micrograms per liter
2,4-D plus 2,4-D methyl ester	Not Detected	micrograms per liter as 2,4-D
2,4-DB	Not Detected	micrograms per liter
2,6-Diethylaniline	Not Detected	micrograms per liter
2-chloro-2,6-diethylacetanilide	Not Detected	micrograms per liter
2-Chlorotoluene	Not Detected	micrograms per liter
2-Ethyl-6-methylaniline	Not Detected	micrograms per liter
2-Ethyltoluene	Not Detected	micrograms per liter

3,4-Dichloroaniline	Not Detected	micrograms per liter
3,5-Dichloroaniline	Not Detected	micrograms per liter
3-Chloropropene	Not Detected	micrograms per liter
3-Hydroxy carbofuran	Not Detected	micrograms per liter
4-Chloro-2-methylphenol	Not Detected	micrograms per liter
4-Chlorotoluene	Not Detected	micrograms per liter
4-Isopropyltoluene	Not Detected	micrograms per liter
Acetochlor	Not Detected	micrograms per liter
Acetone	Not Detected	micrograms per liter
Acifluorfen	Not Detected	micrograms per liter
Acrylonitrile	Not Detected	micrograms per liter
Alachlor	Not Detected	micrograms per liter
Aldicarb	Not Detected	micrograms per liter
Aldicarb sulfone	Not Detected	micrograms per liter
Aldicarb sulfoxide	Not Detected	micrograms per liter
alpha-Endosulfan	Not Detected	micrograms per liter
Atrazine	Not Detected	micrograms per liter
Azinphos-methyl	Not Detected	micrograms per liter
Azinphos-methyl oxygen analog	Not Detected	micrograms per liter
Bendiocarb	Not Detected	micrograms per liter
Benfluralin	Not Detected	micrograms per liter
Benomyl	Not Detected	micrograms per liter
Bensulfuron-methyl	Not Detected	micrograms per liter
Bentazon	Not Detected	micrograms per liter
Benzene	Not Detected	micrograms per liter
Bromacil	Not Detected	micrograms per liter
Bromobenzene	Not Detected	micrograms per liter
Bromochloromethane	Not Detected	micrograms per liter
Bromodichloromethane	Not Detected	micrograms per liter
Bromoethene	Not Detected	micrograms per liter
Bromomethane	Not Detected	micrograms per liter
Bromoxynil	Not Detected	micrograms per liter
Caffeine	Not Detected	micrograms per liter
Carbaryl	Not Detected	micrograms per liter
Carbaryl	Not Detected	micrograms per liter
Carbofuran	Not Detected	micrograms per liter
Carbofuran	Not Detected	micrograms per liter
Carbon disulfide	Not Detected	micrograms per liter
Chloramben methyl ester	Not Detected	micrograms per liter
Chlorimuron-ethyl	Not Detected	micrograms per liter
Chlorobenzene	Not Detected	micrograms per liter
Chloroethane	Not Detected	micrograms per liter
Chloromethane	Not Detected	micrograms per liter
Chlorpyrifos	Not Detected	micrograms per liter
Chlorpyrifos oxygen analog	Not Detected	micrograms per liter
cis-1,2-Dichloroethene	Not Detected	micrograms per liter
cis-1,3-Dichloropropene	Not Detected	micrograms per liter
cis-Permethrin	Not Detected	micrograms per liter
cis-Propiconazole	Not Detected	micrograms per liter
Clopyralid	Not Detected	micrograms per liter
Cyanazine	Not Detected	micrograms per liter
Cycloate	Not Detected	micrograms per liter

Cyfluthrin	Not Detected	micrograms per liter
Cypermethrin	Not Detected	micrograms per liter
Dacthal monoacid	Not Detected	micrograms per liter
DCPA	Not Detected	micrograms per liter
Deethylatrazine (CIAT)	Not Detected	micrograms per liter
Deisopropyl atrazine (CEAT)	Not Detected	micrograms per liter
Desulfinylfipronil	Not Detected	micrograms per liter
Desulfinylfipronil amide	Not Detected	micrograms per liter
Diazinon	Not Detected	micrograms per liter
Diazoxon	Not Detected	micrograms per liter
Dibromochloromethane	Not Detected	micrograms per liter
Dibromomethane	Not Detected	micrograms per liter
Dicamba	Not Detected	micrograms per liter
Dichlorodifluoromethane	Not Detected	micrograms per liter
Dichloromethane	Not Detected	micrograms per liter
Dichlorprop	Not Detected	micrograms per liter
Dichlorvos	Not Detected	micrograms per liter
Dicrotophos	Not Detected	micrograms per liter
Dieldrin	Not Detected	micrograms per liter
Diethyl ether	Not Detected	micrograms per liter
Diisopropyl ether	Not Detected	micrograms per liter
Dimethoate	Not Detected	micrograms per liter
Dinoseb	Not Detected	micrograms per liter
Diphenamid	Not Detected	micrograms per liter
Disulfoton	Not Detected	micrograms per liter
Disulfoton sulfone	Not Detected	micrograms per liter
Diuron	Not Detected	micrograms per liter
Endosulfan sulfate	Not Detected	micrograms per liter
EPTC	Not Detected	micrograms per liter
Ethion	Not Detected	micrograms per liter
Ethion monoxon	Not Detected	micrograms per liter
Ethoprop	Not Detected	micrograms per liter
Ethyl methacrylate	Not Detected	micrograms per liter
Ethyl methyl ketone	Not Detected	micrograms per liter
Ethylbenzene	Not Detected	micrograms per liter
Fenamiphos	Not Detected	micrograms per liter
Fenamiphos sulfone	Not Detected	micrograms per liter
Fenamiphos sulfoxide	Not Detected	micrograms per liter
Fenuron	Not Detected	micrograms per liter
Fipronil	Not Detected	micrograms per liter
Fipronil sulfide	Not Detected	micrograms per liter
Fipronil sulfone	Not Detected	micrograms per liter
Flumetsulam	Not Detected	micrograms per liter
Fluometuron	Not Detected	micrograms per liter
Fonofos	Not Detected	micrograms per liter
Hexachlorobutadiene	Not Detected	micrograms per liter
Hexachloroethane	Not Detected	micrograms per liter
Hexazinone	Not Detected	micrograms per liter
Hydroxy-Atrazine	0.136	micrograms per liter
Imazaquin	Not Detected	micrograms per liter
Imazethapyr	Not Detected	micrograms per liter
Imidacloprid	Not Detected	micrograms per liter

Iodomethane	Not Detected	micrograms per liter
Iprodione	Not Detected	micrograms per liter
Isobutyl methyl ketone	Not Detected	micrograms per liter
Isofenphos	Not Detected	micrograms per liter
Isopropylbenzene	Not Detected	micrograms per liter
lambda-Cyhalothrin	Not Detected	micrograms per liter
Linuron	Not Detected	micrograms per liter
Malaoxon	Not Detected	micrograms per liter
Malathion	Not Detected	micrograms per liter
MCPA	Not Detected	micrograms per liter
MCPB	Not Detected	micrograms per liter
Metalaxyl	Not Detected	micrograms per liter
Metalaxyl	Not Detected	micrograms per liter
Methidathion	Not Detected	micrograms per liter
Methiocarb	Not Detected	micrograms per liter
Methomyl	Not Detected	micrograms per liter
Methyl acrylate	Not Detected	micrograms per liter
Methyl acrylonitrile	Not Detected	micrograms per liter
Methyl methacrylate	Not Detected	micrograms per liter
Methyl paraoxon	Not Detected	micrograms per liter
Methyl parathion	Not Detected	micrograms per liter
Methyl tert-butyl ether	Not Detected	micrograms per liter
Methyl tert-pentyl ether	Not Detected	micrograms per liter
Metolachlor	Not Detected	micrograms per liter
Metribuzin	Not Detected	micrograms per liter
Metsulfuron-methyl	Not Detected	micrograms per liter
Molinate	Not Detected	micrograms per liter
m-Xylene plus p-xylene	Not Detected	micrograms per liter
Myclobutanil	Not Detected	micrograms per liter
N-(4-Chlorophenyl)-N'-methylurea	Not Detected	micrograms per liter
Naphthalene	Not Detected	micrograms per liter
n-Butyl methyl ketone	Not Detected	micrograms per liter
n-Butylbenzene	Not Detected	micrograms per liter
Neburon	Not Detected	micrograms per liter
Nicosulfuron	Not Detected	micrograms per liter
Norflurazon	Not Detected	micrograms per liter
n-Propylbenzene	Not Detected	micrograms per liter
Oryzalin	Not Detected	micrograms per liter
Oxamyl	Not Detected	micrograms per liter
Oxyfluorfen	Not Detected	micrograms per liter
o-Xylene	Not Detected	micrograms per liter
Pendimethalin	Not Detected	micrograms per liter
Phorate	Not Detected	micrograms per liter
Phorate oxygen analog	Not Detected	micrograms per liter
Phosmet	Not Detected	micrograms per liter
Phosmet oxygen analog	Not Detected	micrograms per liter
Picloram	Not Detected	micrograms per liter
Prometon	Not Detected	micrograms per liter
Prometryn	Not Detected	micrograms per liter
Propanil	Not Detected	micrograms per liter
Propargite	Not Detected	micrograms per liter
Propham	Not Detected	micrograms per liter

Propiconazole	Not Detected	micrograms per liter
Propoxur	Not Detected	micrograms per liter
Propyzamide	Not Detected	micrograms per liter
sec-Butylbenzene	Not Detected	micrograms per liter
Siduron	Not Detected	micrograms per liter
Simazine	Not Detected	micrograms per liter
Styrene	Not Detected	micrograms per liter
Sulfometuron-methyl	Not Detected	micrograms per liter
Tebuconazole	Not Detected	micrograms per liter
Tebuthiuron	Not Detected	micrograms per liter
Tefluthrin	Not Detected	micrograms per liter
Terbacil	Not Detected	micrograms per liter
Terbufos	Not Detected	micrograms per liter
Terbufos oxygen analog sulfone	Not Detected	micrograms per liter
Terbuthylazine	Not Detected	micrograms per liter
tert-Butyl ethyl ether	Not Detected	micrograms per liter
tert-Butylbenzene	Not Detected	micrograms per liter
Tetrachloroethene	Not Detected	micrograms per liter
Tetrachloromethane	Not Detected	micrograms per liter
Tetrahydrofuran	Not Detected	micrograms per liter
Thiobencarb	Not Detected	micrograms per liter
Toluene	0.02	micrograms per liter
trans-1,2-Dichloroethene	Not Detected	micrograms per liter
trans-1,3-Dichloropropene	Not Detected	micrograms per liter
trans-1,4-Dichloro-2-butene	Not Detected	micrograms per liter
trans-Propiconazole	Not Detected	micrograms per liter
Tribromomethane	Not Detected	micrograms per liter
Tribuphos	Not Detected	micrograms per liter
Trichloroethene	Not Detected	micrograms per liter
Trichlorofluoromethane	Not Detected	micrograms per liter
Chloroform	Not Detected	micrograms per liter
Triclopyr	Not Detected	micrograms per liter
Trifluralin	Not Detected	micrograms per liter
Vinyl chloride	Not Detected	micrograms per liter

U.S. GEOLOGICAL SURVEY

Water-quality results

Provisional Data from USGS National Water Quality Laboratory, Denver CO

Station number	264457080134601
Station name	URLUPB-02 HOEFL PARK
Date as YYYYMMDD	20110420
Depth of well, feet below land surface datum	20
Depth to water level, feet below land surface	4

Samples for chemical parameters (including iron) as well as pesticides were filtered prior to analysis. Most of the parameters analyzed have concentrations reported in units of milligrams per liter or micrograms per liter; 1 microgram per liter is equal to 0.0001 (1/1000th) of a milligram per liter. Other units of measurement in the report are degrees Celsius for water temperature and microSiemens per centimeter for specific conductance. The letter 'E' stands for 'estimated' and is used when a compound was detected, but the concentration was lower than the laboratory method can quantify.

PHYSICAL and CHEMICAL PARAMETERS

Constituent	Concentration	Units
Temperature, water	24.5	degrees Celsius
pH, field	6.5	pH units
Alkalinity	188	milligrams per liter
Bicarbonate as HCO3	229	milligrams per liter
Dissolved oxygen	0.2	milligrams per liter
Specific conductance	386	microsiemens per centimeter at 25 degrees Celsius
Ammonia as nitrogen	0.204	milligrams per liter
Nitrate plus nitrite as nitrogen	0.02	milligrams per liter
Nitrite as nitrogen	0.003	milligrams per liter
Total nitrogen	0.53	milligrams per liter
Phosphorus, orthophosphate	0.117	milligrams per liter
Bromide	0.02	milligrams per liter
Calcium	67.5	milligrams per liter
Chloride	11.4	milligrams per liter
Total Dissolved Solids	226	milligrams per liter
Fluoride	0.22	milligrams per liter
Magnesium	2.37	milligrams per liter
Potassium	0.84	milligrams per liter
Silica	8.44	milligrams per liter as SiO2
Sodium	4.77	milligrams per liter
Sulfate	3.19	milligrams per liter
Sulfide, field	0.02	milligrams per liter
Aluminum	10.3	micrograms per liter
Antimony	Not Detected	micrograms per liter
Arsenic	9.2	micrograms per liter
Barium	18	micrograms per liter
Beryllium	0.01	micrograms per liter
Boron	17	micrograms per liter
Cadmium	Not Detected	micrograms per liter
Chromium	0.53	micrograms per liter
Cobalt	0.12	micrograms per liter

Copper	Not Detected	micrograms per liter
Iron	10600	micrograms per liter
Lead	0.02	micrograms per liter
Lithium	1.1	micrograms per liter
Manganese	23.2	micrograms per liter
Molybdenum	3.8	micrograms per liter
Nickel	0.41	micrograms per liter
Selenium	0.14	micrograms per liter
Silver	Not Detected	micrograms per liter
Strontium	263	micrograms per liter
Thallium	Not Detected	micrograms per liter
Uranium (natural)	0.63	micrograms per liter
Vanadium	1	micrograms per liter
Zinc	Not Detected	micrograms per liter
Carbon, organic, dissolved (DOC)	8.4	milligrams per liter

ORGANIC COMPOUNDS

1,1,1,2-Tetrachloroethane	Not Detected	micrograms per liter
1,1,1-Trichloroethane	Not Detected	micrograms per liter
1,1,2,2-Tetrachloroethane	Not Detected	micrograms per liter
1,1,2-Trichloroethane	Not Detected	micrograms per liter
1,1,2-trichlorotrifluoroethane	Not Detected	micrograms per liter
1,1-Dichloroethane	Not Detected	micrograms per liter
1,1-Dichloroethene	Not Detected	micrograms per liter
1,1-Dichloropropene	Not Detected	micrograms per liter
1,2,3,4-Tetramethylbenzene	Not Detected	micrograms per liter
1,2,3,5-Tetramethylbenzene	Not Detected	micrograms per liter
1,2,3-Trichlorobenzene	Not Detected	micrograms per liter
1,2,3-Trichloropropane	Not Detected	micrograms per liter
1,2,3-Trimethylbenzene	Not Detected	micrograms per liter
1,2,4-Trichlorobenzene	Not Detected	micrograms per liter
1,2,4-Trimethylbenzene	Not Detected	micrograms per liter
1,2-Dibromo-3-chloropropane	Not Detected	micrograms per liter
1,2-Dibromoethane	Not Detected	micrograms per liter
1,2-Dichlorobenzene	Not Detected	micrograms per liter
1,2-Dichloroethane	Not Detected	micrograms per liter
1,2-Dichloropropane	Not Detected	micrograms per liter
1,3,5-Trimethylbenzene	Not Detected	micrograms per liter
1,3-Dichlorobenzene	Not Detected	micrograms per liter
1,3-Dichloropropane	Not Detected	micrograms per liter
1,4-Dichlorobenzene	Not Detected	micrograms per liter
1-Naphthol	Not Detected	micrograms per liter
2,2-Dichloropropane	Not Detected	micrograms per liter
2,4-D	Not Detected	micrograms per liter
2,4-D methyl ester	Not Detected	micrograms per liter
2,4-D plus 2,4-D methyl ester	Not Detected	micrograms per liter as 2,4-D
2,4-DB	Not Detected	micrograms per liter
2,6-Diethylaniline	Not Detected	micrograms per liter
2-chloro-2,6-diethylacetanilide	Not Detected	micrograms per liter
2-Chlorotoluene	Not Detected	micrograms per liter
2-Ethyl-6-methylaniline	Not Detected	micrograms per liter
2-Ethyltoluene	Not Detected	micrograms per liter

3,4-Dichloroaniline	Not Detected	micrograms per liter
3,5-Dichloroaniline	Not Detected	micrograms per liter
3-Chloropropene	Not Detected	micrograms per liter
3-Hydroxy carbofuran	Not Detected	micrograms per liter
4-Chloro-2-methylphenol	Not Detected	micrograms per liter
4-Chlorotoluene	Not Detected	micrograms per liter
4-Isopropyltoluene	Not Detected	micrograms per liter
Acetochlor	Not Detected	micrograms per liter
Acetone	Not Detected	micrograms per liter
Acifluorfen	Not Detected	micrograms per liter
Acrylonitrile	Not Detected	micrograms per liter
Alachlor	Not Detected	micrograms per liter
Aldicarb	Not Detected	micrograms per liter
Aldicarb sulfone	Not Detected	micrograms per liter
Aldicarb sulfoxide	Not Detected	micrograms per liter
alpha-Endosulfan	Not Detected	micrograms per liter
Atrazine	Not Detected	micrograms per liter
Azinphos-methyl	Not Detected	micrograms per liter
Azinphos-methyl oxygen analog	Not Detected	micrograms per liter
Bendiocarb	Not Detected	micrograms per liter
Benfluralin	Not Detected	micrograms per liter
Benomyl	Not Detected	micrograms per liter
Bensulfuron-methyl	Not Detected	micrograms per liter
Bentazon	Not Detected	micrograms per liter
Benzene	Not Detected	micrograms per liter
Bromacil	Not Detected	micrograms per liter
Bromobenzene	Not Detected	micrograms per liter
Bromochloromethane	Not Detected	micrograms per liter
Bromodichloromethane	Not Detected	micrograms per liter
Bromoethene	Not Detected	micrograms per liter
Bromomethane	Not Detected	micrograms per liter
Bromoxynil	Not Detected	micrograms per liter
Caffeine	Not Detected	micrograms per liter
Carbaryl	Not Detected	micrograms per liter
Carbaryl	Not Detected	micrograms per liter
Carbofuran	Not Detected	micrograms per liter
Carbofuran	Not Detected	micrograms per liter
Carbon disulfide	Not Detected	micrograms per liter
Chloramben methyl ester	Not Detected	micrograms per liter
Chlorimuron-ethyl	Not Detected	micrograms per liter
Chlorobenzene	Not Detected	micrograms per liter
Chloroethane	Not Detected	micrograms per liter
Chloroform	Not Detected	micrograms per liter
Chloromethane	Not Detected	micrograms per liter
Chlorpyrifos	Not Detected	micrograms per liter
Chlorpyrifos oxygen analog	Not Detected	micrograms per liter
cis-1,2-Dichloroethene	Not Detected	micrograms per liter
cis-1,3-Dichloropropene	Not Detected	micrograms per liter
cis-Permethrin	Not Detected	micrograms per liter
cis-Propiconazole	Not Detected	micrograms per liter
Clopyralid	Not Detected	micrograms per liter
Cyanazine	Not Detected	micrograms per liter

Cycloate	Not Detected	micrograms per liter
Cyfluthrin	Not Detected	micrograms per liter
Cypermethrin	Not Detected	micrograms per liter
Dacthal monoacid	Not Detected	micrograms per liter
DCPA	Not Detected	micrograms per liter
Deethylatrazine (CIAT)	Not Detected	micrograms per liter
Deisopropyl atrazine (CEAT)	Not Detected	micrograms per liter
Desulfinylfipronil	Not Detected	micrograms per liter
Desulfinylfipronil amide	Not Detected	micrograms per liter
Diazinon	Not Detected	micrograms per liter
Diazoxon	Not Detected	micrograms per liter
Dibromochloromethane	Not Detected	micrograms per liter
Dibromomethane	Not Detected	micrograms per liter
Dicamba	Not Detected	micrograms per liter
Dichlorodifluoromethane	Not Detected	micrograms per liter
Dichloromethane	Not Detected	micrograms per liter
Dichlorprop	Not Detected	micrograms per liter
Dichlorvos	Not Detected	micrograms per liter
Dicrotophos	Not Detected	micrograms per liter
Dieldrin	Not Detected	micrograms per liter
Diethyl ether	Not Detected	micrograms per liter
Diisopropyl ether	Not Detected	micrograms per liter
Dimethoate	Not Detected	micrograms per liter
Dinoseb	Not Detected	micrograms per liter
Diphenamid	Not Detected	micrograms per liter
Disulfoton	Not Detected	micrograms per liter
Disulfoton sulfone	Not Detected	micrograms per liter
Diuron	Not Detected	micrograms per liter
Endosulfan sulfate	Not Detected	micrograms per liter
EPTC	Not Detected	micrograms per liter
Ethion	Not Detected	micrograms per liter
Ethion monoxon	Not Detected	micrograms per liter
Ethoprop	Not Detected	micrograms per liter
Ethyl methacrylate	Not Detected	micrograms per liter
Ethyl methyl ketone	Not Detected	micrograms per liter
Ethylbenzene	Not Detected	micrograms per liter
Fenamiphos	Not Detected	micrograms per liter
Fenamiphos sulfone	Not Detected	micrograms per liter
Fenamiphos sulfoxide	Not Detected	micrograms per liter
Fenuron	Not Detected	micrograms per liter
Fipronil	Not Detected	micrograms per liter
Fipronil sulfide	Not Detected	micrograms per liter
Fipronil sulfone	Not Detected	micrograms per liter
Flumetsulam	Not Detected	micrograms per liter
Fluometuron	Not Detected	micrograms per liter
Fonofos	Not Detected	micrograms per liter
Hexachlorobutadiene	Not Detected	micrograms per liter
Hexachloroethane	Not Detected	micrograms per liter
Hexazinone	Not Detected	micrograms per liter
Hydroxy-atrazine	0.022	micrograms per liter
Imazaquin	Not Detected	micrograms per liter
Imazethapyr	Not Detected	micrograms per liter

Imidacloprid	Not Detected	micrograms per liter
Iodomethane	Not Detected	micrograms per liter
Iprodione	Not Detected	micrograms per liter
Isobutyl methyl ketone	Not Detected	micrograms per liter
Isofenphos	Not Detected	micrograms per liter
Isopropylbenzene	Not Detected	micrograms per liter
lambda-Cyhalothrin	Not Detected	micrograms per liter
Linuron	Not Detected	micrograms per liter
Malaoxon	Not Detected	micrograms per liter
Malathion	Not Detected	micrograms per liter
MCPA	Not Detected	micrograms per liter
MCPB	Not Detected	micrograms per liter
Metalaxyl	Not Detected	micrograms per liter
Metalaxyl	Not Detected	micrograms per liter
Methidathion	Not Detected	micrograms per liter
Methiocarb	Not Detected	micrograms per liter
Methomyl	Not Detected	micrograms per liter
Methyl acrylate	Not Detected	micrograms per liter
Methyl acrylonitrile	Not Detected	micrograms per liter
Methyl methacrylate	Not Detected	micrograms per liter
Methyl paraoxon	Not Detected	micrograms per liter
Methyl parathion	Not Detected	micrograms per liter
Methyl tert-butyl ether	Not Detected	micrograms per liter
Methyl tert-pentyl ether	Not Detected	micrograms per liter
Metolachlor	Not Detected	micrograms per liter
Metribuzin	Not Detected	micrograms per liter
Metsulfuron-methyl	Not Detected	micrograms per liter
Molinate	Not Detected	micrograms per liter
m-Xylene plus p-xylene	Not Detected	micrograms per liter
Myclobutanil	Not Detected	micrograms per liter
N-(4-Chlorophenyl)-N'-methylurea	Not Detected	micrograms per liter
Naphthalene	Not Detected	micrograms per liter
n-Butyl methyl ketone	Not Detected	micrograms per liter
n-Butylbenzene	Not Detected	micrograms per liter
Neburon	Not Detected	micrograms per liter
Nicosulfuron	Not Detected	micrograms per liter
Norflurazon	Not Detected	micrograms per liter
n-Propylbenzene	Not Detected	micrograms per liter
Oryzalin	Not Detected	micrograms per liter
Oxamyl	Not Detected	micrograms per liter
Oxyfluorfen	Not Detected	micrograms per liter
o-Xylene	Not Detected	micrograms per liter
Pendimethalin	Not Detected	micrograms per liter
Phorate	Not Detected	micrograms per liter
Phorate oxygen analog	Not Detected	micrograms per liter
Phosmet	Not Detected	micrograms per liter
Phosmet oxygen analog	Not Detected	micrograms per liter
Picloram	Not Detected	micrograms per liter
Prometon	Not Detected	micrograms per liter
Prometryn	Not Detected	micrograms per liter
Propanil	Not Detected	micrograms per liter
Propargite	Not Detected	micrograms per liter

Propham	Not Detected	micrograms per liter
Propiconazole	Not Detected	micrograms per liter
Propoxur	Not Detected	micrograms per liter
Propyzamide	Not Detected	micrograms per liter
sec-Butylbenzene	Not Detected	micrograms per liter
Siduron	Not Detected	micrograms per liter
Simazine	Not Detected	micrograms per liter
Styrene	Not Detected	micrograms per liter
Sulfometuron-methyl	Not Detected	micrograms per liter
Tebuconazole	Not Detected	micrograms per liter
Tebuthiuron	Not Detected	micrograms per liter
Tefluthrin	Not Detected	micrograms per liter
Terbacil	Not Detected	micrograms per liter
Terbufos	Not Detected	micrograms per liter
Terbufos oxygen analog sulfone	Not Detected	micrograms per liter
Terbuthylazine	Not Detected	micrograms per liter
tert-Butyl ethyl ether	Not Detected	micrograms per liter
tert-Butylbenzene	Not Detected	micrograms per liter
Tetrachloroethene	Not Detected	micrograms per liter
Tetrachloromethane	Not Detected	micrograms per liter
Tetrahydrofuran	Not Detected	micrograms per liter
Thiobencarb	Not Detected	micrograms per liter
Toluene	Not Detected	micrograms per liter
trans-1,2-Dichloroethene	Not Detected	micrograms per liter
trans-1,3-Dichloropropene	Not Detected	micrograms per liter
trans-1,4-Dichloro-2-butene	Not Detected	micrograms per liter
trans-Propiconazole	Not Detected	micrograms per liter
Tribromomethane	Not Detected	micrograms per liter
Tribuphos	Not Detected	micrograms per liter
Trichloroethene	Not Detected	micrograms per liter
Trichlorofluoromethane	Not Detected	micrograms per liter
Triclopyr	Not Detected	micrograms per liter
Trifluralin	Not Detected	micrograms per liter
Vinyl chloride	Not Detected	micrograms per liter

U.S. GEOLOGICAL SURVEY

Water-quality results

Provisional Data from USGS National Water Quality Laboratory, Denver CO

Station number	264812080151101
Station name	URLUPB-25 CITRUS GROVE PARK
Date as YYYYMMDD	20110420
Depth of well, feet below land surface datum	20
Depth to water level, feet below land surface	6.05

Samples for chemical parameters (including iron) as well as pesticides were filtered prior to analysis. Most of the parameters analyzed have concentrations reported in units of milligrams per liter or micrograms per liter; 1 microgram per liter is equal to 0.0001 (1/1000th) of a milligram per liter. Other units of measurement in the report are degrees Celsius for water temperature and microSiemens per centimeter for specific conductance. The letter 'E' stands for 'estimated' and is used when a compound was detected, but the concentration was lower than the laboratory method can quantify.

PHYSICAL and CHEMICAL PARAMETERS

Constituent	Concentration	Units
Temperature, water	23	degrees Celsius
pH, field	6.2	pH units
Alkalinity	376	milligrams per liter
Bicarbonate as HCO3	459	milligrams per liter
Dissolved oxygen	0.2	milligrams per liter
Specific conductance	736	microsiemens per centimeter at 25 degrees Celsius
Ammonia as nitrogen	2.4	milligrams per liter
Nitrate plus nitrite as nitrogen	Not Detected	milligrams per liter
Nitrite as nitrogen	0.004	milligrams per liter
Total nitrogen	3.08	milligrams per liter
Phosphorus, orthophosphate	Not Detected	milligrams per liter
Bromide	0.05	milligrams per liter
Calcium	97.3	milligrams per liter
Chloride	7.05	milligrams per liter
Total Dissolved Solids	413	milligrams per liter
Fluoride	0.1	milligrams per liter
Magnesium	17.1	milligrams per liter
Potassium	2.04	milligrams per liter
Silica	8.91	milligrams per liter as SiO2
Sodium	4.79	milligrams per liter
Sulfate	7.47	milligrams per liter
Sulfide, field	0	milligrams per liter
Aluminum	2.4	micrograms per liter
Antimony	0.04	micrograms per liter
Arsenic	2.1	micrograms per liter
Barium	79	micrograms per liter
Beryllium	0.02	micrograms per liter
Boron	14	micrograms per liter
Cadmium	Not Detected	micrograms per liter
Chromium	0.36	micrograms per liter
Cobalt	1.2	micrograms per liter
Copper	Not Detected	micrograms per liter

Iron	45800	micrograms per liter
Lead	0.02	micrograms per liter
Lithium	1.7	micrograms per liter
Manganese	121	micrograms per liter
Molybdenum	2.5	micrograms per liter
Nickel	2	micrograms per liter
Selenium	0.24	micrograms per liter
Silver	Not Detected	micrograms per liter
Strontium	530	micrograms per liter
Thallium	Not Detected	micrograms per liter
Uranium (natural)	0.25	micrograms per liter
Vanadium	0.5	micrograms per liter
Zinc	Not Detected	micrograms per liter
Carbon, organic, dissolved (DOC)	16.2	milligrams per liter

ORGANIC COMPOUNDS

1,1,1,2-Tetrachloroethane	Not Detected	micrograms per liter
1,1,1-Trichloroethane	Not Detected	micrograms per liter
1,1,2,2-Tetrachloroethane	Not Detected	micrograms per liter
1,1,2-Trichloroethane	Not Detected	micrograms per liter
1,1,2-trichlorotrifluoroethane	Not Detected	micrograms per liter
1,1-Dichloroethane	Not Detected	micrograms per liter
1,1-Dichloroethene	Not Detected	micrograms per liter
1,1-Dichloropropene	Not Detected	micrograms per liter
1,2,3,4-Tetramethylbenzene	Not Detected	micrograms per liter
1,2,3,5-Tetramethylbenzene	Not Detected	micrograms per liter
1,2,3-Trichlorobenzene	Not Detected	micrograms per liter
1,2,3-Trichloropropane	Not Detected	micrograms per liter
1,2,3-Trimethylbenzene	Not Detected	micrograms per liter
1,2,4-Trichlorobenzene	Not Detected	micrograms per liter
1,2,4-Trimethylbenzene	Not Detected	micrograms per liter
1,2-Dibromo-3-chloropropane	Not Detected	micrograms per liter
1,2-Dibromoethane	Not Detected	micrograms per liter
1,2-Dichlorobenzene	Not Detected	micrograms per liter
1,2-Dichloroethane	Not Detected	micrograms per liter
1,2-Dichloropropane	Not Detected	micrograms per liter
1,3,5-Trimethylbenzene	Not Detected	micrograms per liter
1,3-Dichlorobenzene	Not Detected	micrograms per liter
1,3-Dichloropropane	Not Detected	micrograms per liter
1,4-Dichlorobenzene	Not Detected	micrograms per liter
1-Naphthol	Not Detected	micrograms per liter
2,2-Dichloropropane	Not Detected	micrograms per liter
2,4-D	Not Detected	micrograms per liter
2,4-D methyl ester	Not Detected	micrograms per liter
2,4-D plus 2,4-D methyl ester	Not Detected	micrograms per liter as 2,4-D
2,4-DB	Not Detected	micrograms per liter
2,6-Diethylaniline	Not Detected	micrograms per liter
2-chloro-2,6-diethylacetanilide	Not Detected	micrograms per liter
2-Chlorotoluene	Not Detected	micrograms per liter
2-Ethyl-6-methylaniline	Not Detected	micrograms per liter
2-Ethyltoluene	Not Detected	micrograms per liter
3,4-Dichloroaniline	Not Detected	micrograms per liter

3,5-Dichloroaniline	Not Detected	micrograms per liter
3-Chloropropene	Not Detected	micrograms per liter
3-Hydroxy carbofuran	Not Detected	micrograms per liter
4-Chloro-2-methylphenol	Not Detected	micrograms per liter
4-Chlorotoluene	Not Detected	micrograms per liter
4-Isopropyltoluene	Not Detected	micrograms per liter
Acetochlor	Not Detected	micrograms per liter
Acetone	Not Detected	micrograms per liter
Acifluorfen	Not Detected	micrograms per liter
Acrylonitrile	Not Detected	micrograms per liter
Alachlor	Not Detected	micrograms per liter
Aldicarb	Not Detected	micrograms per liter
Aldicarb sulfone	Not Detected	micrograms per liter
Aldicarb sulfoxide	Not Detected	micrograms per liter
alpha-Endosulfan	Not Detected	micrograms per liter
Atrazine	Not Detected	micrograms per liter
Azinphos-methyl	Not Detected	micrograms per liter
Azinphos-methyl oxygen analog	Not Detected	micrograms per liter
Bendiocarb	Not Detected	micrograms per liter
Benfluralin	Not Detected	micrograms per liter
Benomyl	Not Detected	micrograms per liter
Bensulfuron-methyl	Not Detected	micrograms per liter
Bentazon	Not Detected	micrograms per liter
Benzene	Not Detected	micrograms per liter
Bromacil	Not Detected	micrograms per liter
Bromobenzene	Not Detected	micrograms per liter
Bromochloromethane	Not Detected	micrograms per liter
Bromodichloromethane	Not Detected	micrograms per liter
Bromoethene	Not Detected	micrograms per liter
Bromomethane	Not Detected	micrograms per liter
Bromoxynil	Not Detected	micrograms per liter
Caffeine	Not Detected	micrograms per liter
Carbaryl	Not Detected	micrograms per liter
Carbaryl	Not Detected	micrograms per liter
Carbofuran	Not Detected	micrograms per liter
Carbofuran	Not Detected	micrograms per liter
Carbon disulfide	Not Detected	micrograms per liter
Chloramben methyl ester	Not Detected	micrograms per liter
Chlorimuron-ethyl	Not Detected	micrograms per liter
Chlorobenzene	Not Detected	micrograms per liter
Chloroethane	Not Detected	micrograms per liter
Chloroform	Not Detected	micrograms per liter
Chloromethane	Not Detected	micrograms per liter
Chlorpyrifos	Not Detected	micrograms per liter
Chlorpyrifos oxygen analog	Not Detected	micrograms per liter
cis-1,2-Dichloroethene	Not Detected	micrograms per liter
cis-1,3-Dichloropropene	Not Detected	micrograms per liter
cis-Permethrin	Not Detected	micrograms per liter
cis-Propiconazole	Not Detected	micrograms per liter
Clopyralid	Not Detected	micrograms per liter
Cyanazine	Not Detected	micrograms per liter
Cycloate	Not Detected	micrograms per liter

Cyfluthrin	Not Detected	micrograms per liter
Cypermethrin	Not Detected	micrograms per liter
Dacthal monoacid	Not Detected	micrograms per liter
DCPA	Not Detected	micrograms per liter
Deethylatrazine (CIAT)	Not Detected	micrograms per liter
Deisopropyl atrazine (CEAT)	Not Detected	micrograms per liter
Desulfinylfipronil	Not Detected	micrograms per liter
Desulfinylfipronil amide	Not Detected	micrograms per liter
Diazinon	Not Detected	micrograms per liter
Diazoxon	Not Detected	micrograms per liter
Dibromochloromethane	Not Detected	micrograms per liter
Dibromomethane	Not Detected	micrograms per liter
Dicamba	Not Detected	micrograms per liter
Dichlorodifluoromethane	Not Detected	micrograms per liter
Dichloromethane	Not Detected	micrograms per liter
Dichlorprop	Not Detected	micrograms per liter
Dichlorvos	Not Detected	micrograms per liter
Dicrotophos	Not Detected	micrograms per liter
Dieldrin	Not Detected	micrograms per liter
Diethyl ether	Not Detected	micrograms per liter
Diisopropyl ether	Not Detected	micrograms per liter
Dimethoate	Not Detected	micrograms per liter
Dinoseb	Not Detected	micrograms per liter
Diphenamid	Not Detected	micrograms per liter
Disulfoton	Not Detected	micrograms per liter
Disulfoton sulfone	Not Detected	micrograms per liter
Diuron	Not Detected	micrograms per liter
Endosulfan sulfate	Not Detected	micrograms per liter
EPTC	Not Detected	micrograms per liter
Ethion	Not Detected	micrograms per liter
Ethion monoxon	Not Detected	micrograms per liter
Ethoprop	Not Detected	micrograms per liter
Ethyl methacrylate	Not Detected	micrograms per liter
Ethyl methyl ketone	Not Detected	micrograms per liter
Ethylbenzene	Not Detected	micrograms per liter
Fenamiphos	Not Detected	micrograms per liter
Fenamiphos sulfone	Not Detected	micrograms per liter
Fenamiphos sulfoxide	Not Detected	micrograms per liter
Fenuron	Not Detected	micrograms per liter
Fipronil	Not Detected	micrograms per liter
Fipronil sulfide	Not Detected	micrograms per liter
Fipronil sulfone	Not Detected	micrograms per liter
Flumetsulam	Not Detected	micrograms per liter
Fluometuron	Not Detected	micrograms per liter
Fonofos	Not Detected	micrograms per liter
Hexachlorobutadiene	Not Detected	micrograms per liter
Hexachloroethane	Not Detected	micrograms per liter
Hexazinone	Not Detected	micrograms per liter
Hydroxy-atrazine	0.112	micrograms per liter
Imazaquin	Not Detected	micrograms per liter
Imazethapyr	Not Detected	micrograms per liter
Imidacloprid	Not Detected	micrograms per liter

Iodomethane	Not Detected	micrograms per liter
Iprodione	Not Detected	micrograms per liter
Isobutyl methyl ketone	Not Detected	micrograms per liter
Isofenphos	Not Detected	micrograms per liter
Isopropylbenzene	Not Detected	micrograms per liter
lambda-Cyhalothrin	Not Detected	micrograms per liter
Linuron	Not Detected	micrograms per liter
Malaoxon	Not Detected	micrograms per liter
Malathion	Not Detected	micrograms per liter
MCPA	Not Detected	micrograms per liter
MCPB	Not Detected	micrograms per liter
Metalaxyl	Not Detected	micrograms per liter
Metalaxyl	Not Detected	micrograms per liter
Methidathion	Not Detected	micrograms per liter
Methiocarb	Not Detected	micrograms per liter
Methomyl	Not Detected	micrograms per liter
Methyl acrylate	Not Detected	micrograms per liter
Methyl acrylonitrile	Not Detected	micrograms per liter
Methyl methacrylate	Not Detected	micrograms per liter
Methyl paraoxon	Not Detected	micrograms per liter
Methyl parathion	Not Detected	micrograms per liter
Methyl tert-butyl ether	Not Detected	micrograms per liter
Methyl tert-pentyl ether	Not Detected	micrograms per liter
Metolachlor	Not Detected	micrograms per liter
Metribuzin	Not Detected	micrograms per liter
Metsulfuron-methyl	Not Detected	micrograms per liter
Molinate	Not Detected	micrograms per liter
m-Xylene plus p-xylene	Not Detected	micrograms per liter
Myclobutanil	Not Detected	micrograms per liter
N-(4-Chlorophenyl)-N'-methylurea	Not Detected	micrograms per liter
Naphthalene	Not Detected	micrograms per liter
n-Butyl methyl ketone	Not Detected	micrograms per liter
n-Butylbenzene	Not Detected	micrograms per liter
Neburon	Not Detected	micrograms per liter
Nicosulfuron	Not Detected	micrograms per liter
Norflurazon	Not Detected	micrograms per liter
n-Propylbenzene	Not Detected	micrograms per liter
Oryzalin	Not Detected	micrograms per liter
Oxamyl	Not Detected	micrograms per liter
Oxyfluorfen	Not Detected	micrograms per liter
o-Xylene	Not Detected	micrograms per liter
Pendimethalin	Not Detected	micrograms per liter
Phorate	Not Detected	micrograms per liter
Phorate oxygen analog	Not Detected	micrograms per liter
Phosmet	Not Detected	micrograms per liter
Phosmet oxygen analog	Not Detected	micrograms per liter
Picloram	Not Detected	micrograms per liter
Prometon	Not Detected	micrograms per liter
Prometryn	Not Detected	micrograms per liter
Propanil	Not Detected	micrograms per liter
Propargite	Not Detected	micrograms per liter
Propham	Not Detected	micrograms per liter

Propiconazole	Not Detected	micrograms per liter
Propoxur	Not Detected	micrograms per liter
Propyzamide	Not Detected	micrograms per liter
sec-Butylbenzene	Not Detected	micrograms per liter
Siduron	Not Detected	micrograms per liter
Simazine	Not Detected	micrograms per liter
Styrene	Not Detected	micrograms per liter
Sulfometuron-methyl	Not Detected	micrograms per liter
Tebuconazole	Not Detected	micrograms per liter
Tebuthiuron	Not Detected	micrograms per liter
Tefluthrin	Not Detected	micrograms per liter
Terbacil	Not Detected	micrograms per liter
Terbufos	Not Detected	micrograms per liter
Terbufos oxygen analog sulfone	Not Detected	micrograms per liter
Terbuthylazine	Not Detected	micrograms per liter
tert-Butyl ethyl ether	Not Detected	micrograms per liter
tert-Butylbenzene	Not Detected	micrograms per liter
Tetrachloroethene	Not Detected	micrograms per liter
Tetrachloromethane	Not Detected	micrograms per liter
Tetrahydrofuran	Not Detected	micrograms per liter
Thiobencarb	Not Detected	micrograms per liter
Toluene	Not Detected	micrograms per liter
trans-1,2-Dichloroethene	Not Detected	micrograms per liter
trans-1,3-Dichloropropene	Not Detected	micrograms per liter
trans-1,4-Dichloro-2-butene	Not Detected	micrograms per liter
trans-Propiconazole	Not Detected	micrograms per liter
Tribromomethane	Not Detected	micrograms per liter
Tribuphos	Not Detected	micrograms per liter
Trichloroethene	Not Detected	micrograms per liter
Trichlorofluoromethane	Not Detected	micrograms per liter
Triclopyr	Not Detected	micrograms per liter
Trifluralin	Not Detected	micrograms per liter
Vinyl chloride	Not Detected	micrograms per liter

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

JUPITER ENVIRONMENTAL LABORATORIES, INC.
150 S. Old Dixie Highway Jupiter, Fl 33458
561-575-0030
Lab Certification #: E86546

Lab Receipt Date & Time: 7/16/24 1630
Analysis Date & Time: 07/17/24 11:42
Sample Acceptance Criteria:
Sample Preservation: ☒On Ice ☐Not On Ice ☒ 5.7 °C
Disinfectant Check: ☐Not Detected ☐ _____ mg/L
This sample does not meet the following NELAC requirements: _____

Report Number: 249639 Sub-Contract Lab ID: _____

Analysis Requested: (check all that apply)
☒Total Coliform/*E. coli* ☐Total Coliform/Fecal ☐Enterococci ☐Coliphage ☐HPC ☐Other: _____

Public Water System (PWS) Name: Temple Park **PWS I.D.** 50-57-00413

PWS Address: 17180 Temple Blvd City: Loxahatchee

PWS or PWS Owner's Phone #: 561-793-0874 Fax #: _____

Collector: Shawn Castro Collector's Phone #: 561-575-0030

Type of Supply: (check only one)
☐Community Water System ☐Non-Transient Non-community Water System ☐Transient Non-community Water System
☒Limited Use System ☐Bottled Water ☐Private Well ☐Swimming Pool ☐Other: _____

Reason for Sampling: (check all that apply)
☒Distribution Routine ☐Distribution Repeat ☒Raw (triggered or assessment) ☐Raw (triggered or assessment) additional ☐Well Survey
☐Clearance ☐Replacement (also check type of sample being replaced) ☐Boil Water Notice ☐Other: _____

Sample Collection Date: 7/16/24

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type[1]	Disinfectant Residual (mg/L)	pH	Analysis Method(s)[2]: SM 9223B Non-Coliform	Total Coliform	Fecal, *E. coli*, Enterococci, or Coliphage[3]	Data Qualifier[4]	Lab Sample #
1	Well	1524	R	0.0			A	A		639.1
2	Men's Room	1530	D	0.0			A	A		639.2

Average of disinfectant residuals for distribution routine & repeat samples.[5] Free chlorine or Total chlorine (circle one)

A = Bacteria Absent, P = Bacteria Present

Disinfectant Residual Analysis Method:
☒DPD Colorimetric ☐Other: _____

Person performing disinfectant analysis is (see instructions on reverse):
☐A certified operator (# _____)
☐Supervised by certified operator (# _____)
☒Employed by a certified lab ☐Employed by DEP or DOH
☐Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results: _____
Date and time DEP/DOH notified by lab of positive results: _____
Date Report Issued: 07/18/24
Lab Signature: Genesis De Sousa
Title: Project Manager

Indian Trail Improvement District
13476 61st Street
West Palm Beach, FL 33412
klawrence@indiantrail.com

DEP/DOH USE ONLY
☐Satisfactory
☐Incomplete Collection Information
☐Repeat Samples Required
☐Replacement Samples Required
Date Reviewed by DEP/DOH: _____
DEP/DOH Reviewing Official: _____

[1] For Sample Types see Instructions Item I 16.
[2] For Analysis Methods see Instructions Item II 6.
[3] Please circle appropriate selection.
[4] Defined in Florida Administrative Code Rule 62-160, Table I.
[5] Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

JUPITER ENVIRONMENTAL LABORATORIES, INC.
150 S. Old Dixie Highway Jupiter, Fl 33458
561-575-0030
Lab Certification #: E86546

Lab Receipt Date & Time: 7/16/24 1630
Analysis Date & Time: 07/17/24 11:42
Sample Acceptance Criteria:
Sample Preservation: ☒On Ice ☐Not On Ice ☒ 5.3 °C
Disinfectant Check: ☐Not Detected ☐ _____ mg/L
This sample does not meet the following NELAC requirements: _____

Report Number: 2491641 Sub-Contract Lab ID: _____

Analysis Requested: (check all that apply)
☒Total Coliform/*E. coli* ☐Total Coliform/Fecal ☐Enterococci ☐Coliphage ☐HPC ☐Other: _____

Public Water System (PWS) Name: Sycamore Park **PWS I.D.** 50-57-00411

PWS Address: 4050 N 180th Avenue City: Loxahatchee

PWS or PWS Owner's Phone #: _____ Fax #: _____

Collector: Shawn Castro Collector's Phone #: 561-575-0030

Type of Supply: (check only one)
☐Community Water System ☐Non-Transient Non-community Water System ☐Transient Non-community Water System
☒Limited Use System ☐Bottled Water ☐Private Well ☐Swimming Pool ☐Other: _____

Reason for Sampling: (check all that apply)
☒Distribution Routine ☐Distribution Repeat ☒Raw (triggered or assessment) ☐Raw (triggered or assessment) additional ☐Well Survey
☐Clearance ☐Replacement (also check type of sample being replaced) ☐Boil Water Notice ☐Other: _____

Sample Collection Date: 7/16/24

To be completed by collector of sample						To be completed by lab				
						Analysis Method(s)[2]: SM 9223B				
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type[1]	Disinfectant Residual (mg/L)	pH	Non-Coliform	Total Coliform	Fecal, *E. coli*, Enterococci, or Coliphage[3]	Data Qualifier[4]	Lab Sample #
1	Well	1416	R	0.0			A	A		641.1
2	Men's Room	1423	D	0.0			A	A		641.2

Average of disinfectant residuals for distribution routine & repeat samples.[5] Free chlorine or Total chlorine (circle one)

A = Bacteria Absent, P = Bacteria Present

Disinfectant Residual Analysis Method:
☒DPD Colorimetric ☐Other: _____

Person performing disinfectant analysis is (see instructions on reverse):
☐A certified operator (# _____)
☐Supervised by certified operator (# _____)
☒Employed by a certified lab ☐Employed by DEP or DOH
☐Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results: _____
Date and time DEP/DOH notified by lab of positive results: _____
Date Report Issued: 07/18/24
Lab Signature: Genesis De Sousa
Title: Project Manager

Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Fl 33412
klawrence@indiantrail.com

DEP/DOH USE ONLY
☐Satisfactory
☐Incomplete Collection Information
☐Repeat Samples Required
☐Replacement Samples Required
Date Reviewed by DEP/DOH: _____
DEP/DOH Reviewing Official: _____

[1] For Sample Types see Instructions Item I 16.
[2] For Analysis Methods see Instructions Item II 6.
[3] Please circle appropriate selection.
[4] Defined in Florida Administrative Code Rule 62-160, Table 1.
[5] Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Outlook

Video request

From Jonathan Sinclair <johnnysinclair411@gmail.com>
Date Fri 10/18/2024 7:37 AM
To Heidi Garcia <hgarcia@indiantrail.com>

You don't often get email from johnnysinclair411@gmail.com. Learn why this is important

Hey Heidi,

Can you please have Cary pull the video footage from the parking lot showing Brian Mast arriving for the FEMA meeting the other day and email it back to me?

Much appreciated,
John Sinclair

Outlook

Re: Video request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Mon 10/21/2024 12:28 PM
To Jonathan Sinclair <johnnysinclair411@gmail.com>

1 attachments (249 KB)
2024.10.21 RECORD REQUEST RESPOINSE 024.10.18 Section 281.301.pdf;

Good Afternoon Mr. Sinclair

I hope this email finds you well. In response to your request on Friday October 18, 2024, requesting security footage for Congressman Brian Mast arriving for the FEMA meeting. Under state statute 281.301 Security systems are exempt from public access or disclosure. I have attached the statue for you in the e-mail for your records. Please let me know if you have any questions or concerns.

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

13476 61st Street North | West Palm Beach, FL 33412
G: 26.766819|-80.254761
T: 561.793.0874 | C: 561.815.0029 | F: 561.793.371

From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Friday, October 18, 2024 9:09 AM
To: Jonathan Sinclair <johnnysinclair411@gmail.com>
Subject: Re: Video request

Good Morning Mr. Sinclair,

I hope this email finds you well. I received your email request and will reply in a timely manner.

All requests are subject to fees after the first 15minutes. After the first 15 minutes there is a $20 per hour fee, and you will be notified by email with an estimated amount of time needed to complete your request. All fees must be paid by check or cash, no credit cards are excepted at this time. Fees are subject to change.

If you have any questions or concerns. I look forward to hearing from you. I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

13476 61st Street North|West Palm Beach, FL 33412
G: 26.766819|-80.254761
T: 561.793.0874 | C: 561.815.0029 | F: 561.793.371

From: Jonathan Sinclair <johnnysinclair411@gmail.com>
Sent: Thursday, October 17, 2024 5:20 PM
To: Heidi Garcia <hgarcia@indiantrail.com>
Subject: Video request

You don't often get email from johnnysinclair411@gmail.com. Learn why this is important

Hey Heidi,

Can you please have Cary pull the video footage from the parking lot showing Brian Mast arriving for the FEMA meeting the other day and email it back to me?

Much appreciated,
John Sinclair

Select Year: 2022 Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title XIX
PUBLIC BUSINESS

Chapter 281
SAFETY AND SECURITY SERVICES

View Entire Chapter

281.301 Security and firesafety systems; records and meetings exempt from public access or disclosure.

(1) Information relating to the security or firesafety systems for any property owned by or leased to the state or any of its political subdivisions, and information relating to the security or firesafety systems for any privately owned or leased property which is in the possession of any agency as defined in s. 119.011(2), including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and any portion of a meeting relating directly to or that would reveal such systems or information is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution, and other laws and rules requiring public access or disclosure. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.

(2) Information made confidential and exempt by this section may be disclosed:

(a) To the property owner or leaseholder;

(b) In furtherance of the official duties and responsibilities of the agency holding the information;

(c) To another local, state, or federal agency in furtherance of that agency's official duties and responsibilities; or

(d) Upon a showing of good cause before a court of competent jurisdiction.

History.—s. 1, ch. 87-355; s. 1, ch. 89-47; s. 101, ch. 90-360; s. 130, ch. 96-406; s. 2, ch. 2016-178; s. 2, ch. 2018-146.

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Outlook

Re: Video request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Fri 10/18/2024 9:09 AM
To Jonathan Sinclair <johnnysinclair411@gmail.com>

Good Morning Mr. Sinclair,

I hope this email finds you well. I received your email request and will reply in a timely manner.

All requests are subject to fees after the first 15minutes. After the first 15 minutes there is a $20 per hour fee, and you will be notified by email with an estimated amount of time needed to complete your request. All fees must be paid by check or cash, no credit cards are excepted at this time. Fees are subject to change.

If you have any questions or concerns. I look forward to hearing from you. I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

13476 61st Street North | West Palm Beach, FL 33412
G: 26.766819 | -80.254761
T: 561.793.0874 | C: 561.815.0029 | F: 561.793.371

From: Jonathan Sinclair <johnnysinclair411@gmail.com>
Sent: Thursday, October 17, 2024 5:20 PM
To: Heidi Garcia <hgarcia@indiantrail.com>
Subject: Video request

You don't often get email from johnnysinclair411@gmail.com. Learn why this is important

Hey Heidi,

Can you please have Cary pull the video footage from the parking lot showing Brian Mast arriving for the FEMA meeting the other day and email it back to me?

Much appreciated,
John Sinclair

Would like to Know:

- Annual budget
- ~~Expenses~~
- ~~COL~~
- Costs for all lawsuits in past 5 years, especially attorneys' fees
- Amount that any lawsuits have settled for in past 5 years
- List of all denied driveway permits
- Official policy for addresses outside of ITID connecting driveways to roads within ITID
- Names, positions, and salaries for all ITID employees

Please email to
will.phillips@prmfiltration.com

Any questions? Please call 919-308-4605

will 132 Viscaya Ave
10-28-24 Royal Palm Bch

AGENDA ITEM NO. 14.6

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Reports
AGENDA SECTION:	REPORTS (File and Receive)
SUBJECT:	Resident Correspondence
BACKGROUND:	Sometimes the District receives phone calls or emails thanking Staff for a job well done.
FISCAL IMPACT:	N/A
RECOMMENDATION:	There was (0) resident correspondence for the Month of September 2024.

ATTACHMENTS:
2024.10.16 THANK YOU.pdf
2024.10.19 THANK YOU.pdf

Outlook

46 street off of Calamondin

From Heidi Garcia <hgarcia@indiantrail.com>
Date Wed 10/16/2024 3:06 PM
To Bill Stevens <bstevens@indiantrail.com>

Good Afternoon Bill

We had 2 residents call this afternoon wanted to make Note on how awesome Carlos on the grader is. He took his time on the road and took care of the issues and they are highly thankful.

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

13476 61st Street North|West Palm Beach, FL 33412
G: 26.766819|-80.254761
T: 561.793.0874 | C: 561.815.0029 | F: 561.793.371

Outlook

NEW SUBMISSION Maintenance Request Form

From MaintReq@indiantrail.com <MaintReq@indiantrail.com>
Date Sat 10/19/2024 1:27 AM
To Maintanence Request <MaintReq@indiantrail.com>

Maintenance Request Form

Submission #:	3560816
IP Address:	139.64.204.2
Submission Date:	10/19/2024 1:27
Survey Time:	1 minute, 3 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Full Name

JERRIE OBRAY

Address

11854 66TH STREET NORTH
WEST PALM BEACH, FLORIDA 33412

Phone

(561) 779-4648

Email

JERRIEOBRAY@HOTMAIL.COM

Reason for Request

Pothole Repair

Comments

Thank you so much for filling in the holes on 66th just west off RPB Blvd.

In order to expedite your request please provide pictures of your issue or concern.

Attachment

Thank you,
Indian Trail Improvement District, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

AGENDA ITEM NO. 14.7

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	November 13, 2024
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Reports
AGENDA SECTION:	REPORTS (File and Receive)
SUBJECT:	Meeting Notice
BACKGROUND:	Attached is the Notice published in the Palm Beach Post listing all Regular Board Meeting dates for FY-24.
FISCAL IMPACT:	None.
RECOMMENDATION:	Receive and file.

ATTACHMENTS:
2024-2025 annual meeting noti.pdf

NOTICE OF ANNUAL REGULAR MEETING SCHEDULE
OF INDIAN TRAIL IMPROVEMENT DISTRICT

NOTICE IS HEREBY GIVEN the following is a list of Regular Meetings of the Board of Supervisors of Indian Trail Improvement District, that may be held between October 1, 2024 and September 30, 2025. All such meetings will begin at 6:00 p.m. and be held in the District Office located at: 13476 61st Street North, West Palm Beach, Florida 33412.

Regular Board of Supervisors meetings will be held on the following dates:

Wednesday	October 16, 2024	6:00 P.M.
Wednesday	November 13, 2024	6:00P.M.
Wednesday	December 18, 2024	6:00 P.M.
Wednesday	January 15, 2025	6:00 P.M.
Wednesday	February 19, 2025	6:00 P.M.
Wednesday	March 19, 2025	6:00 P.M.
Wednesday	April 16, 2025	6:00 P.M.
Wednesday	May 21, 2025	6:00 P.M.
Wednesday	June 11, 2025	6:00 P.M.
Wednesday	July 16, 2025	6:00 P.M.
Wednesday	August 20, 2025	6:00 P.M.
Wednesday	September 17, 2025	6:00 P.M.

The purpose of these meetings is to transact any and all business to come before the Board of Supervisors.

Meetings may be continued to a date, time and location to be specified on the record at the meetings. Based on the needs of the District, scheduled Meetings may also be cancelled without advertised notice.

All Board Meetings shall be conducted in person and using ZOOM, a Communications Media Technology (CMT). ZOOM is a free online meeting tool that can be accessed from any computer, tablet, or smart phone. To attend Meetings using ZOOM, please go to the District Website www.indiantrail.com and click on the [Join Live Meeting] button and follow instructions. If you have any questions about ZOOM or the conduct of Meetings by CMT, please contact the District during regular operating hours at 561-793-0874. The public is asked to check the District website for up-to-date information and instructions.

If a person decides to appeal the decision of the Board of Supervisors with respect to any matter considered at the Public Board Meetings herein referred, 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. Any evidence, testimony, and argument which is offered utilizing CMT shall be afforded equal consideration as if it were offered in person, and shall be subject to the same objections.

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. Every effort is used to provide closed captioning.

DATED this 5th day of September, 2024.

INDIAN TRAIL IMPROVEMENT DISTRICT

PUBLISH: The Palm Beach Post
September 8, 2024