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REGULAR MEETING BOARD OF SUPERVISORS AGENDA
Wednesday, April 15, 2026 – 6:00 pm EDT
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]

AGENDA

NOTE: Agenda Revised:

04/09/2026: Item 8.1 was added (no longer forthcoming).
04/13/2026: Item 6.2 Backup was added; Item 8.1 Executive Summary and Resolution were revised and contract between MUSCO and ITID was added; Item 12.12 was added new; Item 14.5 report was added.

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. WELCOMING REMARKS

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

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

5. Agenda Approval - Additions, Deletions, Substitutions
Motion to approve Agenda (as presented, as amended)

6. PRESENTATIONS

6.1 PBSO Update
PBSO Update by Captain Michael Kletzky.

6.2 Fire Rescue Update
By District Chief Amanda Vomero.

7. SUPERVISOR BUSINESS (Discussion Only)

8. REGULAR AGENDA

8.1 Athletic Amenities Improvements
See proposed motion on Executive Summary in backup.

8.2 Consultant Contract Amendment

Motion to approve Second Amendment to the existing contract with Rubin Turnbull & Associates for intergovernmental affairs services to expand scope to include assistance at the federal level of government.

8.3 Meeting Rules and Procedures

Motion to approve the revised Board of Supervisors Rules and Procedures.

9. INTERGOVERNMENTAL UPDATES AND PERMITS

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

11. FACILITIES, PARKS & RECREATION AGENDA

11.1 Parks Policies and Procedures

Motion to approve the updated Facilities, Parks and Recreation Policies and Procedures.

11.2 Loxahatchee Legends Football

Motion to approve Loxahatchee Legends Football permit request to host their practices at Acreage Community Park, subject to availability. staff and legal review. OR
Motion to deny Loxahatchee Legends Football permit request to host their practices at Acreage Community Park.

11.3 Cruzaira Nieves

Motion to approve Cruzaira Nieves's permit request to host her self-makeup workshop event, subject to staff and legal review. OR Motion to deny Cruzaira Nieves's permit request to host her self-makeup workshop events.

11.4 SRHS Senior Class Field Day

Motion to approve Seminole Ridge High School's permit request to host their Senior Class Field Day, subject to availability, staff, and legal review. OR Motion to deny Seminole Ridge High School's permit request to host their Senior Class Field Day.

11.5 Infrastructure Surtax Funding Agreement

Motion approving the Second Amendment of the Infrastructure Surtax Funding Agreement Between Palm Beach County and Indian Trail Improvement District requesting an extension of time for eighteen (18) months (July 31, 2027), and Revision of Construction Scope for Acreage Community Park South Expansion Phase II, subject to staff and legal review, and authorizing the President to sign.

12.0 Consent Agenda

12.1 November 12, 2025, Minutes

Motion to approve the November 12, 2025, Regular Board Meeting Minutes.

12.2 December 12, 2025, Meeting Minutes

Motion to approve the December 10, 2025, Regular Board Meeting Minutes.

12.3 January 28, 2026 Minutes

Forthcoming

12.4 March 3, 2026 Minutes

Motion to approve March 3, 2026, Regular Meeting Minutes.

12.5 March 25, 2026 Minutes

Motion to approve the March 25, 2026, Regular Board Meeting Minutes.

12.6 SP*0645 FPL Transfer 73rd

Motion to approve SP-0645 with conditions and attachments.

12.7 SP-0649 FPL Misc Upper M1

Motion to approve SP-0649 with conditions and attachments .

12.8 SP-0648 FPL Remove Pole 69th

Motion to approve SP-0648 with conditions and attachments.

12.9 SP-0655 Hotwire-DB M1 Okeechobee

Approval: SP-0655 with attachments and conditions.

12.10 SP-0654 Hotwire-DB M1 Southern

Motion to approve SP-0654 with conditions and attachments.

12.11 Modification #3 to Grant

Motion to approve Modification #3 to East West Conveyance Hazard Mitigation Grant and Authorize the President to sign.

12.12 Ratification Emergency Purchase

Motion to ratify emergency procurement and waive procurement policy, per Sections 5.6.1A (Operational Emergencies) and 5.6.2 (Waiver of Purchase Order).

13. STAFF PRESENTATIONS (No Action Required)

13.1 Notice of RFP, RFQ, & Grants

Notice of Request for Proposal (RFP), Request for Qualifications (RFQ), and Potential Grants.

13.2 M-1 Basin Allowable Discharge

No action required. For the Board's information only.

13.3 M-1 640-Acre Impoundment WCP

Informational purposes only regarding the M-1 Basin 640-Acre Impoundment Expansion Water Control Plan.

13.4 PBC Stop Sign Study

The Board previously directed staff to pursue 4 way stops at 11 locations. The County update allows for 5 new 4 way stops. Unless directed otherwise, staff will proceed with the additional PBC authorized stops.

14. REPORTS (Receive and File)

Motion to Receive and File Reports Items: 14.1, 14.2, 14.3, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, and 14.9.

14.1 District Attorney Report

14.2 Monthly Engineers Report

14.3 Deputy Executive Director Report

14.4 Finance Report

14.5 Stormwater Report (Forthcoming)

14.6 Roads and Sidewalks Report

14.7 Parks and Recreation Report

14.8 Records Requests

14.9 Meeting Notice

15. ADJOURNMENT

AGENDA ITEM NO. 6.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	Fire Rescue Update
BACKGROUND:	See attached response time report.
FISCAL IMPACT:	None.
RECOMMENDATION:	Fire Rescue Update - District Chief Amanda Vomero

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ATTACHMENTS:
Indian Trails Response Time w Pie Chart - March 2026.pdf

4/8/2026

Palm Beach County Fire Rescue

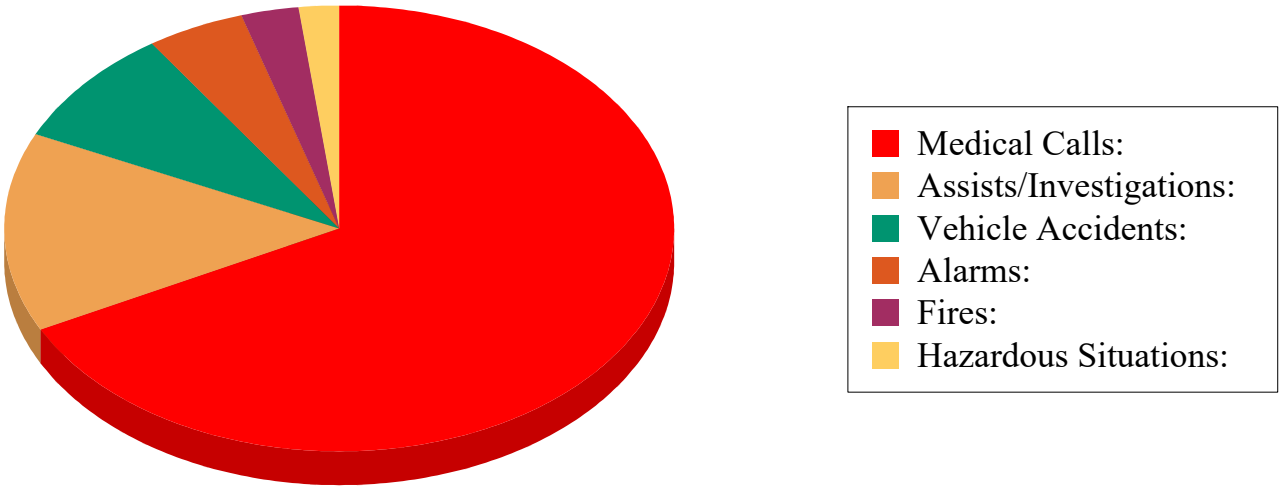
Indian Trails

03/01/2026 to 03/31/2026

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	0:00:47	0:00:48	0:06:52	0:08:27

Type - Situation Dispatched	# of Incidents	%
Medical Calls:	224	67.47%
Assists/Investigations:	48	14.46%
Vehicle Accidents:	29	8.73%
Alarms:	15	4.52%
Fires:	10	3.01%
Hazardous Situations:	6	1.81%
Total	**332**	**100.00%**

Calls by Situation Dispatched



AGENDA ITEM NO. 8.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: April 15, 2026

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Contracts/Agreements/Leases

AGENDA SECTION: **REGULAR AGENDA**

SUBJECT: **Approval:** Authorization to Pursue Financing to Replace Field Lighting Systems and Tennis/Pickleball and Basketball Courts at Acreage Community Park North, Temple Park and Sycamore Park; to Execute a Piggyback Contract with Musco Sports Lighting to Install LED Sports Lighting at ACP North; and Related Matters.

BACKGROUND: Indian Trail Improvement District provides facilities and amenities to approximately 2,000 athletes through youth and adult programs. Many of these programs take place at Acreage Community Park North Athletic Campus.

Acreage Community Park - North Athletic Campus
Installed in 1998, Musco Sports Lighting has provided quality lighting at the park for the past 27 years. With an expected lifespan of 25 year the lighting system provided by Musco has surpassed all expectations. Over the past 2 years, the Facilities, Parks and Recreation department has noticed, and reported to the Board of Supervisors, that the current lighting system was starting to fail and required additional items, such as ballasts, transformers, breakers and other items not regularly required with basic maintenance. This finding led to the discussions of upgrading the lights at Acreage Community Park North Athletic Campus.

In FY2025-26, the Board of Supervisors' adopted budget included the replacement of the current sport lights with an LED Sports Lighting System. The recommended lights come with a 25-year maintenance free warranty, which includes the replacement of any damaged lights during that time, thus saving the District and taxpayers money on replacement lights and downtime from any fields that need replacement lights. The new installation and warranty also include a new service that Musco offers which detects when light pole wiring has sustained damage from a lightning strike or similar surge damaging the wires. This new service helps prevent any live wires damaged inside the pole from shocking individuals who may touch the poles while the pole is live. Damaged wiring inside the poles has been an issue at that park due to lighting strikes, this service will help provide the community an extra level of safety and peace of mind.

The warranty does not include damage related directly from a lightning strike or extreme weather such as hurricanes.

Musco Sports Lighting was chosen as the preferred vendor due to the current system being a Musco product that has met and exceeded the District's needs and expectations and the District's positive experience with this vendor.

Temple Park and Sycamore Park

The Board requested that staff prepare a permanent solution for this current fiscal year to replace the tennis and basketball courts at Temple and Sycamore Parks. After consulting with professional contractors, we have prepared a cost estimate for these two (2) projects. We are recommending that the Board consider funding these projects through a finance option since the rates are competitive for the District.

The approximate costs for the replacement and installation of tennis/pickleball courts and basketball courts at Temple Park ($662,777.23) and Sycamore Park ($614,933.89) is a total of $1,277,711.22. The scope will include complete removal and installation of regulation courts with proper netting and fencing. The tennis courts will have proper surfacing and line markings for both tennis and pickleball. The basketball courts will be an asphalt surface with painted line markings.

Temple Park	Sycamore Park
Tennis/Pickleball - $320,063.15	Tennis/Pickleball - $299,330.15
Basketball - $342,714.18	Basketball - $315,602.99

TOTAL - $662,777.33	TOTAL - $614,933.89

For the Temple and Sycamore Park projects, staff is recommending a TWENTY ONE PERCENT (21%) contingency amount ($265,488.78) to cover any increases due to unforeseen issues, cost of materials or petroleum products, due to the conflict in Iran. Any such savings can be reapplied to pay down the repayment of the loan, or the Board can direct a portion or all for use on another park project.

Unless an acceptable "piggyback" alternative is located, both projects at Sycamore and Temple Parks will require formal competitive solicitation (a Request for Proposal or RFP). We anticipate that this will require a minimum of 60-90 days to reach a "Final Notice to Proceed." We intend to start with Temple Park; once we receive a Certification of Completion, we will proceed to Sycamore Park. We anticipate each park's construction timeline to be 90 to 120 days dependent upon weather and material supply. Any construction agreement will be contingent on receipt of funds.

Financing Term
The District will seek finance options to be repaid over a SEVEN (7) YEAR period to help alleviate the need to withdraw funds from the Reserve or to issue a large assessment increase in the R/C Unit to cover the cost of the needed upgrades. This approach will allow the District to more quickly replace the proposed amenities in Acreage Community Park, Temple Park and Sycamore Park beginning in the current Fiscal Year.

The improvements at all three (3) park locations, with proper maintenance, have a life span of at least 20 to 25 years.

FISCAL IMPACT:

ACP North Athletic Campus LED Field Lights Project Total - $1,361,800.00
Temple Park Tennis/Pickleball and Basketball Courts Project - $662,777.33
Sycamore Park Tennis/Pickleball and Basketball Courts Project - $614,933.89
21% Contingency (Temple/Sycamore) - $265,488.78
Cost of Issuance Fee - $95,000.00

TOTAL PROJECT COST (not incl. financing/interest costs- $3,000,000.00

RECOMMENDATION:

Staff Recommendation:
Motion To: 1. Authorize Piper Sandler and Company to serve as the District's Financial Advisor to obtain the lowest quote and best financing terms in an **amount not to exceed $3,000,000.00** to: (1) fund the purchase and installation of sports LED lighting facilities at ACP North Athletic Campus;(2) replace and install tennis/pickleball and basketball courts at Temple Park; and (3) replace and install tennis/pickleball and basketball courts at Sycamore Park; **2. Approve Resolution 2026-004** (required by US IRS) Regulations**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIAN TRAIL IMPROVEMENT DISTRICT, EXPRESSING THE DISTRICT'S INTENT TO REIMBURSE CERTAIN ORIGINAL EXPENDITURES WITH THE PROCEEDS OF A TAX-EXEMPT DEBT FINANCING (BONDS/NOTES) OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE; 3. Waive** Formal Competitive Solicitation pursuant to District Purchasing Policy, Section 5.5.2 (Piggyback Purchases) to obtain contracting services to replace and install LED Lighting at ACP North Athletic Campus; **4. Enter into a piggyback contract** with Musco Sports Lighting, Inc. for construction services to replace and install LED field lighting at ACP North Athletic Campus, in the amount of $1,361,800.00, subject to Legal and Administrative review and receipt of sufficient funds; and **5. Authorize** competitive solicitation of (or piggyback contracts for) construction services to replace and install tennis/pickleball and basketball courts at Temple Park; and to replace and install tennis/pickleball and basketball courts at Sycamore Park, subject to Legal and Administrative review and receipt of sufficient funds.

ATTACHMENTS:

26-0408 Reimbursement Resolution Park Lights Courts CFS FSP Bh FINAL.pdf
26-0410 Agmt Musco Sports Lighting-ACP North LED Field Lights.pdf
Quote 204002 Indian Trails Relight.pdf
Clay County 2023-2024-293 Various Equipment and Amenities for Parks Agreement - Musco Sports fully signed.pdf

RESOLUTION 2026-004

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIAN TRAIL IMPROVEMENT DISTRICT, EXPRESSING THE DISTRICT'S INTENT TO REIMBURSE CERTAIN ORIGINAL EXPENDITURES WITH THE PROCEEDS OF A TAX-EXEMPT DEBT FINANCING (BONDS/NOTES) OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The Indian Trail Improvement District (the "District") anticipates expenditures of funds (the "Original Expenditures") of the District for the design, engineering, acquisition, and construction and purchase and installation of park lights; and removal and installation of tennis and basketball courts, including the necessary appurtenances thereto, within the District (the "Project"); and

WHEREAS, the District may desire to reimburse a portion of the Original Expenditures from the proceeds of tax-exempt debt financing (bonds/notes) which may be issued by the District; and

WHEREAS, under the Internal Revenue Code and Treasury Regulations thereunder, in order to preserve the ability of the District to accomplish such reimbursement, it is necessary that the District declare its intent to reimburse the Original Expenditures with the proceeds of the tax-exempt financing.

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of the Indian Trail Improvement District as follows:

SECTION 1. It is the intent of the District to reimburse various costs and expenditures relating to the Project. The Projects for which the Original Expenditures are to be paid is the design, engineering, acquisition, and construction and purchase and installation of field lights in Acreage Community Park North Athletic Campus; the removal and installation of tennis and basketball courts, including fencing, at Temple Park; and the removal and installation of tennis and basketball courts, including fencing, at Sycamore Park; including the necessary appurtenances thereto within the District. The maximum principal amount of obligations which may be issued for the aforementioned Project is $3,000,000.00, plus a reasonably required debt service reserve fund and costs of issuance. It is currently the intention of the District to secure such tax-exempt debt financing by a pledge of and lien upon the operation and maintenance and/or debt assessments received by the District.

SECTION 2. The issuer has a reasonable expectation that it will reimburse the Original Expenditures in the amount described in Section 1 hereof with proceeds of a District tax-exempt debt financing, (bonds/notes) issued for such purpose.

SECTION 3. It is the intent of the District that the purpose of this Resolution is to meet the

requirements of Treasury Regulation Section 1.150-2 and to be a declaration of official intent under such Treasury Regulation.

THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION.

PASSED AND ADOPTED this _____ day of March, 2026.

INDIAN TRAIL IMPROVEMENT DISTRICT

District Seal

By: _____
Elizabeth Accomando
Its: Chairman

ATTEST:

By: _____
Betty Argue, Secretary

AGREEMENT
PROVISION AND INSTALLATION OF EQUIPMENT AND AMENITIES FOR DISTRICT PARKS AND RECREATION
(LED SPORTS FIELD LIGHTING SYSTEMS)

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, between **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, whose mailing address is 13476 61st Street North, West Palm Beach, Florida 33412 (hereafter referred to as "DISTRICT") and **MUSCO SPORTS LIGHTING, LLC**, an Iowa Limited Liability Company registered to do business in Florida, whose mailing address is 100 First Avenue West, P.O. Box 808, Oskaloosa, Iowa 52577
(hereafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, DISTRICT wishes to purchase certain park sports lighting equipment and amenities (the "Products") and to install them (the "Services") for the purpose of illuminating field sports areas in DISTRICT's Acreage Community Park North; and

WHEREAS, the Products and Services can be most speedily and economically provided through the application of the provisions of Section 189.4221, F.S., which permits a special district to "piggyback" upon the purchasing agreement for similar services by another governmental entity with the same vendor, which similar contract has been competitively selected in a process that satisfies DISTRICT's procurement requirements; and

WHEREAS, the services contemplated by this Agreement do not involve those professional services subject to the provisions of section 287.055, F.S. (CCNA); and

WHEREAS, CONTRACTOR has entered into a certain "Agreement to Provide Various Equipment and Amenities for Parks and Recreation", dated July 23, 2024, by and between CONTRACTOR and CLAY County, Florida, pursuant to ITB No 23/24-074, a copy of which is attached hereto as and incorporated herein by this reference as **Exhibit "A"** (the "Clay County Contract"), which satisfies the requirements of Section 189.4221, F.S.; and

WHEREAS, the services provided by CONTRACTOR in the Clay County Contract are substantially those desired by DISTRICT and will satisfy its needs; and

WHEREAS, the Clay County Contract expressly allows CONTRACTOR to

NOW, THEREFORE, DISTRICT and CONTRACTOR, in consideration of the mutual covenants and other consideration herein set forth, agree as follows:

ARTICLE 1: THE WORK.

1.1 CONTRACTOR hereby agrees to and with DISTRICT to undertake and execute all of the Work identified herein, in a good substantial and workmanlike manner, and to furnish all non-

DISTRICT provided materials and all the tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with all the provisions of this Agreement, including the following documents, which CONTRACTOR has reviewed prior to the execution of this Agreement and which are made a part hereof and incorporated herein by reference collectively as the "Contract Documents":

A. The Clay County Contract, attached hereto as **Exhibit "A".** In the event of an express conflict between the terms of this Agreement and the terms of the Clay County Contract, the terms of this Agreement shall prevail; and
B. The CONTRACTOR'S Price Quote and Scope of Services, Musco Sports Lighting, LLC, dated November 3, 2025 (Ref. 204002) (the "Proposal"), attached hereto as **Exhibit "B"**, except as may be modified in this Agreement. In the event of a conflict between the terms of this Agreement and the Terms of the Proposal, the terms of this Agreement shall prevail; and
C. A copy of CONTRACTOR's Palm Beach County Business Tax Receipt or proof of exemption (to be delivered to DISTRICT prior to commencement of the Work); and.
D. District's Minimum Liability Insurance Requirements, attached hereto as **Exhibit "C"**; and
E. CONTRACTOR's Payment and Performance Bonds; and
F. **CONTRACTOR'S** Nongovernmental Entity Human Trafficking Affidavit, attached hereto as **Exhibit "D"**; and
G. Notice of Compliance with Chapter 556, Florida Statutes (Sunshine State One-Call), attached hereto as **Exhibit "E"**; and

1.2 There are no other Contract Documents other than those listed above in this Article 1. It is understood by the Parties hereto that the terms of the Clay County Contract (not affecting contract price) may be adjusted and interpreted to the extent necessary to make them reasonably applicable to DISTRICT's circumstances.

1.3 It is understood that CONTRACTOR holds and will maintain current and appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract.

1.4 The Contract Documents shall only be amended, modified or supplemented in a writing signed by both parties hereto.

ARTICLE 2. TERM.

Unless sooner terminated as provided herein, this Agreement shall be in force from its Effective Date for so long and upon the same substantive terms as the Clay County Contract remains in force [currently 07-23-27]. Unless otherwise provided herein, it may be terminated by either party to this Agreement upon thirty (30) days .written notice thereof to the other party.

ARTICLE 3: CONTRACT PRICE.

3.1 DISTRICT shall pay CONTRACTOR for completion of the work in accordance with this Agreement and the Contract Documents in the amounts and according to the terms provided in **Exhibit "B"** (Scope of Work).

3.2 The Lump Sum Contract Price identified in **Exhibit "A"** is for the completed work, and includes the furnishing of all required materials and all labor, tools, and appliances and all expenses, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by DISTRICT, except as may otherwise be noted herein.

ARTICLE 4: PERFORMANCE; SECURITY; INSURANCE.

4.1 CONTRACTOR shall commence the Work to be performed under this Agreement on the date set by DISTRICT in a written Notice to Proceed. The time limit for the final completion of all Work under this Contract shall be established in the Notice to Proceed**.**

4.2 DELETED

4.3 Upon execution of this Agreement, CONTRACTOR shall issue to DISTRICT a Certificate of Insurance and required endorsements satisfying the applicable provisions of District's Minimum Liability Insurance Requirements (attached hereto as **Exhibit "C"),** or the same terms and conditions stated in the Clay County Contract, whichever offers the District greater coverage and assurance.

4.4 **Payment And Performance Bonds**. CONTRACTOR shall furnish a Performance Bond, in the total amount of the contract for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Bond shall remain in effect at least until one year after the date when final payment comes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish a Payment Bond, if required by the District Executive Director. All Bonds shall be in the forms prescribed by Law or Regulation of by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

ARTICLE 5: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services

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within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 6: NOTICES.

Any and all notices required to be given in this agreement or the Contract Documents shall be in writing and hand delivered or delivered via certified or registered U. S. Mail, Facsimile, or E-mail to the following representatives of DISTRICT and CONTRACTOR:

DISTRICT representative and address:

Burgess Hanson, Executive Director
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

Kenneth Lawence, Director
Facilities, Parks and Recreation
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

Office: (561) 793-0874
Fax: (561) 793-3716
E-Mail:

CONTRACTOR representative and address:

Phone: (954) 629-8446 ___-____
E-Mail: tim.imhoff@musco.com

ARTICLE 7. PAYMENT PROCEDURES.

A. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom CONTRACTOR may submit Applications for Payment or invoices shall be as follows:

Burgess Hanson, Executive Director
Indian Trail Improvement District
Attention: Accounts Payable
13476 61st Street North
West Palm Beach, Florida 33412

B. DISTRICT will generally pay invoices pursuant to Section 218.735(1), F.S. (Local Government Prompt Payment Act).

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C. All Invoices should clearly outline separate line items for the requested payment amounts by Specific Project (with the applicable Purchase Order # shown) with line items for each service provided and reimbursable expenses. All Invoices should clearly identify the nature and purpose of any requested Reimbursable expense.

D. In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid, pursuant to Section 218.735(1), F.S. (Local Government Prompt Payment Act).

ARTICLE 8: TERMINATION FOR DEFAULT

8.1 This Agreement may be terminated by DISTRICT, in whole or in part, in writing, whenever DISTRICT determines that CONTRACTOR has failed to perform any of the services required by this Contract or the Contract Documents or CONTRACTOR fails to perform the services within the time specified in the Agreement, or if CONTRACTOR fails to perform any other material provision(s) of the Agreement or Contract documents.

8.2 Should CONTRACTOR fail to perform any of the services required by this Agreement or the Contract Documents, DISTRICT shall have the right, after ten (10) calendar days written notice to CONTRACTOR, to terminate the Agreement for default, and/or for cause any Work, that in its sole discretion it deems necessary, to be done, and to provide at whatever cost and by whatever means it deems appropriate any necessary materials. CONTRACTOR shall reimburse DISTRICT for the costs of such work, labor, services, and/or materials obtained hereunder within thirty (30) days after receipt of written notification.

ARTICLE 9: RIGHTS AND REMEDIES:

The duties and obligations imposed by the Agreement and Contract Documents, and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. If either party seeks to resolve a dispute under this Agreement and the Contract Documents in any court of law, the prevailing party in such dispute shall have its expenses and costs, including but not limited to attorney's fees, paid by the other, non-prevailing party.

ARTICLE 10: INDEPENDENT CONTRACTOR RELATIONSHIP

CONTRACTOR is, and shall be, in performance of all work, services and activities under this Agreement and Contract Documents, an Independent Contractor, and not an employee, agent or servant of DISTRICT. All persons engaged in any of the work, services or activities performed pursuant to this Agreement and the Contract Documents shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to DISTRICT shall be that of an Independent CONTRACTOR and not as employees or agents of DISTRICT.

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ARTICLE 11: MISCELLANEOUS

11.1 DISTRICT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Contract and all Contract Documents.

11.2 Any provision or party of this Agreement and the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon DISTRICT and CONTRACTOR, who agree that the Agreement and Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.3 Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

11.4 **Public Records**. CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records), as follows:

(A) **IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT RECORDS CUSTODIAN AT 561-793-0874, INDIAN TRAIL IMPROVEMENT DISTRICT, 13476 61ST STREET NORTH, WEST PALM BEACH, FL 33412.**

(B) Specifically, Provider shall:

(1) Keep and maintain public records required by the District to provide Authorized Recreation Services.

(2) Upon request from District's custodian of public records, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S. or as otherwise provided by law or District Policy.

(3) 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 Provider does not transfer the records to District.

(4) Upon completion of the contract, transfer, at no cost, to the District all public records in Provider's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Provider transfers all public records to

District upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with District's information technology systems.

11.5 **Florida Inspectors General.** CONTRACTOR understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

11.6 **E-Verify.** CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. CONTRACTOR agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for CONTRACTOR under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on CONTRACTOR's failure to comply with E-Verify requirements referenced herein.

11.7 Governing Law; Venue. The laws of the State of Florida shall govern this Agreement and venue of any action shall be in a court of competent jurisdiction in Palm Beach Florida, Florida

11.8 **Receipt of Assured Funding Required.** Indian Trail Improvement District's performance and obligation to pay under this contract is expressly contingent upon receipt of assured funds. No Noice to Proceed will be issued until said funds are available.

11.9 **Human Trafficking Affidavit.** CONTRACTOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "D",** Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by this reference.

11.10 **Recitals.** The Recitals to this Agreement are true and correct and are incorporated herein by this reference.

11.11 **Effective Date**. This Agreement will be effective on the date on which the last party signs, subject to receipt of assured financing.

SIGNATURES BEGIN ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

Executed by **DISTRICT** this _____ day of _____, 2022.

{DISTRICT SEAL}

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

ATTEST

By:_____
Betty Argue
Secretary

By:_____
Elizabeth Accomando
Its: President

Executed by CONTRACTOR this _____ day of _____, 2026

MUSCO SPORTS LIGHTING, LLC, an Iowa Limited Liability Company registered to do business in Florida

By: _____

Print Name: _____

Its: _____

_____

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EXHIBIT "A"

THE CLAY COUNTY CONTRACT

[INSERT HERE]

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EXHIBIT "B"

CONTRACTOR'S PRICE QUOTATION AND SCOPE OF SERVICES

PROPOSAL OF MUSCO SPORTS LIGHTING, LLC
FOR SUPPLY AND INSTALLATION OF LED FIELD LIGHT SYSTEMS AT
ACREAGE COMMUNITY PARK, NORTH CAMPUS
Ref. No. 204002, Dated 11/3/25

DRAFT

Quote

Date: 11/3/2025

Project: Indian Trails LED Relight
West Palm Beach, Florida
Ref: 204002

To: Kenneth Lawrence

All purchase orders should note the following: **Clay County RFP**

Quotation Price – Materials Delivered to Job Site and Installation

Baseball Fields 1-4 and Soccer Fields 1-3 .....$1,361,800.00

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sect I) Baseball/Softball 30/20fc 225' Field 1 and 4	2	$83,951.00	$167,902.00
(Sect I) Baseball/Softball 30/20fc 300' Field 2	1	$124,909.00	$124,909.00
(Sect I) Baseball/Softball 30/20fc 200' Field 3	1	$73,451.00	$73,451.00
(Sect I) Football 30fc 80' pole setback	3	$140,687.00	$422,061.00
(Sect I B) Pole A3 needs to be new due to increased windspeed since original installation. Used 25% of 200' field using new poles	1	$28,023.00	$28,023.00
(Sect II A) Adders: 20% increase in price for each 10 mph increase in wind zone from 2023 FBC 130 mph. Wind zone 170 mph	4	$5,605.00	$22,418.00
(Sect III A) Labor Costs 70' Pole A3	1	$9,500.00	$9,500.00
(Sect III B) 10% increase for each 10 mph increase in wind zone	4	$950.00	$3,800.00
(Sect III C) Removal of Existing Concrete Pole	1	$10,000.00	$10,000.00
(Section III G) Installation of Fixtures on Existing Poles	23	$17,000.00	$391,000.00
(Sect III K) Site Inspection	1	$5,000.00	$5,000.00
(Sect IV C) Installation of Contactor Cabinets 72''	3	$12,000.00	$36,000.00
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(Sect V A) Electrical Engineering drawings. 400 Amp Service	1	$17,450.00	$17,450.00
(Sect V B) Structural Engineering Drawings. Assumed Soils	1	$1,850.00	$1,850.00
(Sect V E) Site Survey	1	$5,000.00	$5,000.00
Deduct / Design Parameters / Labor			($72,964.00)
Total			$1,361,800.00

Sales tax, bonding, and permitting fees are not included.

Quote is confidential. Pricing and lead times are effective until March 1st, 2026. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

2022, 2023 Musco Sports Lighting, LLC

Quote

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles for Soccer 30/20 footcandles for Baseball and uniformity of 2.5:1/3:1 for baseball and 2.5:1 for Soccer
- Field Dimensions: Baseball 1 and 4 225' radius, Baseball 2 300' radius, Baseball 3 180' radius, Football 1 240' x 120', Football 2 and 3 360' x 120'
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

All Purchase orders should note the following:
All purchase orders should note the following: **Clay County RFP**

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

2022, 2023 Musco Sports Lighting, LLC

Quote

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Musco will submit for all required permitting. Permitting costs to be paid by the owner.
- Structural code and wind speed = 2023 FBC, 170 mi/h, Exposure C, Importance Factor 1.0.
- Voltage and phase system requirements to be confirmed.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Removal of any netting is to be done by the owner and replaced by the owner if needed.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com

Indian Trails LED Relight
West Palm Beach, FL
Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. Pay extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Ensure existing poles are structurally adequate to handle new fixture loading (non-Musco poles).
6. Ensure usability of existing underground wiring.
7. Pay any necessary power company fees and requirements.
8. Remove all netting.
9. Pay all permitting fees.
10. Provide any existing as-built documents or drawings.
11. Provide area on site for disposal of soils from foundation excavation.
12. Provide sealed Electrical Plans (if required).

Musco Responsibilities:

1. Provide required foundations, poles, fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on 13 poles and SportsCluster® poletop luminaire assembly on 11 poles
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.

10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.
11. Complete and submit Musco provided closeout checklist including required pictures.

Demolition:

1. Remove and dispose of one existing lighting pole, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolition of existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles, provide new lightning down conductor(aluminum) and $^{5}/_{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles, provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point ground resistance test, using instructions provided. Confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved. Record all results on form provided and submit readings to Musco.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming drawing provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 1 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED fixtures, electrical enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect dressed 1 LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
4. Complete required insulation resistance tests on all current-carrying conductors per ANSI/NETA ATS-2021. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Ensure conduits are full of water prior to testing. Any new conductors with resistance values less than (<) 100 MOhms - phase to ground - must be repaired or replaced to meet the standard. Any existing

conductors with resistance values less than (<) 100 MOhms - phase to ground - must be reported to your Project Manager or Sales Coordinator.

5. Underground splices are strongly discouraged. Disconnects in light poles are rated for multiple conductors to allow for daisy-chains - if required by electrical plans. If underground splicing cannot be avoided, use only listed connector systems, rated for wet locations.

Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.

EXHIBIT "C"
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.

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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.

Contractual activities in Acreage Community Park South Expansion Area require an additional Policy Endorsement to showing Palm Beach County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability Coverage. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, do Parks & Recreation Department". The Additional Insured endorsement shall provide coverage on a primary basis.

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.

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EXHIBIT "D"
NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of MUSCO SPORTS LIGHTING, LLC, and attest that Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

_____
(Name Signed)

_____
(Name Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ of _____, a _____ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is □ personally known to me or □ has produced _____ (Type of Identification) as identification.

_____
(Notary Seal) Signature of Notary Public

_____
Print, Type or Stamp Name of Notary

_____
Notary Public

_____
Serial Number, if any

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EXHIBIT "E"
INDIAN TRAIL IMPROVEMENT DISTRICT

FORM C-423

PROVISION AND INSTALLATION OF EQUIPMENT AND AMENITIES FOR DISTRICT PARKS AND RECREATION (LED SPORTS FIELD LIGHTING SYSTEMS IN ACREAGE COMMUNITY PARK NORTH)

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES
Sunshine State One-Call

The undersigned Contractor hereby confirms to Owner that Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. §556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____, 2026.

MUSCO SPORTS LIGHTING, LLC

By: _____
(Signature)

_____
(Print Name)

_____
(Title)

DRAFT

Quote

Date: 11/3/2025

Project: Indian Trails LED Relight
West Palm Beach, Florida
Ref: 204002

To: Kenneth Lawrence

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- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

All Purchase orders should note the following:
All purchase orders should note the following: **Clay County RFP**

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Musco will submit for all required permitting. Permitting costs to be paid by the owner.
- Structural code and wind speed = 2023 FBC, 170 mi/h, Exposure C, Importance Factor 1.0.
- Voltage and phase system requirements to be confirmed.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Removal of any netting is to be done by the owner and replaced by the owner if needed.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com

Indian Trails LED Relight
West Palm Beach, FL
Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. Pay extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Ensure existing poles are structurally adequate to handle new fixture loading (non-Musco poles).
6. Ensure usability of existing underground wiring.
7. Pay any necessary power company fees and requirements.
8. Remove all netting.
9. Pay all permitting fees.
10. Provide any existing as-built documents or drawings.
11. Provide area on site for disposal of soils from foundation excavation.
12. Provide sealed Electrical Plans (if required).

Musco Responsibilities:

1. Provide required foundations, poles, fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on 13 poles and SportsCluster® poletop luminaire assembly on 11 poles
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.

10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.
11. Complete and submit Musco provided closeout checklist including required pictures.

Demolition:

1. Remove and dispose of one existing lighting pole, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolition of existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles, provide new lightning down conductor(aluminum) and $^{5}/_{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles, provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point ground resistance test, using instructions provided. Confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved. Record all results on form provided and submit readings to Musco.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming drawing provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 1 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED fixtures, electrical enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect dressed 1 LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
4. Complete required insulation resistance tests on all current-carrying conductors per ANSI/NETA ATS-2021. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Ensure conduits are full of water prior to testing. Any new conductors with resistance values less than (<) 100 MOhms - phase to ground - must be repaired or replaced to meet the standard. Any existing

conductors with resistance values less than (<) 100 MOhms - phase to ground - must be reported to your Project Manager or Sales Coordinator.

5. Underground splices are strongly discouraged. Disconnects in light poles are rated for multiple conductors to allow for daisy-chains - if required by electrical plans. If underground splicing cannot be avoided, use only listed connector systems, rated for wet locations.

Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.

Clay County Agreement/Contract No. 2023/2024 – 293

AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

This Agreement to Provide Various Equipment and Amenities for Parks and Recreation ("Agreement") is entered into and shall be deemed effective as of July 24, 2024, and is between Musco Sports Lighting, LLC, a Foreign Limited Liability Company authorized to do business in Florida ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 23/24-074 ("Bid"), to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds to include a means for qualifying suppliers and establishing pricing for ballpark lighting services and court surfacing; and

WHEREAS, the Contractor responded to the Bid with a proposal that included Contractor's products and discount pricing and pricing details for such products and services ("Proposal"); and

WHEREAS, the County evaluated the proposals submitted, and on July 23, 2024, the Clay County Board of County Commissioners of Clay County, Florida (the "Board") accepted staff's evaluation and awarded the Bid to the 23 companies that responded to the Bid; and

WHEREAS, the awarded Bids will be utilized on an as needed and as requested basis; and

WHEREAS, to the extent permitted by applicable law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. EQUPIMENT, PRODUCTS, OR SERVICES

(a) The above recitals are true and correct and are incorporated herein by reference.

(b) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Donna Fish, Buyer 1 with Clay County Purchasing, or designee.

(c) The Contractor agrees to provide the Products and Services in accordance with the Bid Scope of Work attached hereto as **Attachment A**, its Proposal attached hereto as **Attachment B**, and the terms and conditions of this Agreement when ordered and/or requested from time to time by the County. As used herein, "Products" shall mean all equipment, amenities, materials, and/or products that the Contractor agrees to provide as stated in its Proposal. As used herein, "Services" shall mean any services that the Contractor agrees to provide as stated in its Proposal or as requested under this Agreement, including, but not limited to, installation of Products for parks and playgrounds, ballpark/field lighting services, court surfacing, and other related services.

(d) Products and/or Services will be ordered and/or requested by personnel designated by the County on an as needed basis for the quantity requested during the term of the Agreement. Such orders/requests will be made in accordance with the method of ordering section of **Attachment A**. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request. Depending on the Services ordered, the Contractor may be required to enter into a separate agreement or task order with the County addressing such Services.

(e) No later than 30 days prior to the anniversary date of this Agreement throughout the Agreement term, the Contractor may submit an updated Proposal to the Project Manager reflecting any changes to manufacturers and/or Products. Upon receipt, the Project Manager shall review and approve or reject the updated Proposal in writing. If the Project Manager approves the updated Proposal, it shall automatically be deemed to be incorporated into this Agreement and shall replace and/or modify **Attachment B**, in whole or in part, as applicable, as of the date of approval, without the need for a formal amendment or further action by either party. If the Project Manager does not approve the updated Proposal, the original Proposal shall continue without modification.

(f) In providing the Products and Services, the Contractor shall:

1. Be familiar with the ordered/requested Products and/or Services, deadlines, requirements, and the conditions under which the Products and/or Services are to be provided;
2. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County;
3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and

4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to provide all Products and Services as may be requested under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Products and/or Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to provide the Products and/or Services comply with the terms of this Agreement, have current licenses and permits required to provide the Products and/or Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Contractor represents and warrants to the County that Contractor is experienced with providing the Products and Services described in this Agreement and is qualified and competent to provide such Products and perform such Services. The Contractor shall provide any and all Products and perform any and all Services requested in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Contractor shall provide the Products and Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(j) In performance of this Agreement, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Products and/or Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(k) The County may elect, in certain circumstances, to purchase only Products and have such Products installed by others (e.g., volunteers, County staff, etc.). If such election is made, the Products will be shipped to a designated location.

(l) Non-Exclusive. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent either party from entering into similar agreements with other third parties, or from engaging in any other business activities for such products and/or services, including, but not limited to the use of other available bids or contracts.

(m) The County gives the Contractor no guarantee of any Products or Services or any specific amount or quantity of Products or Services that may be accomplished or performed by the Contractor during the term of this Agreement. Additionally, the County makes no guarantee of usage by other users or Contracting Entities of this Agreement.

(n) The County may conduct performance evaluations at any time during the term of this Agreement to ensure the Contractor's compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

2. ADDITIONAL PRODUCTS OR SERVICES

(a) If the County identifies or the Contractor recommends any additional products or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional products and/or services, including scope, timing, and fees, as applicable, must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on July 24, 2024 ("Effective Date") and shall remain in effect for a period of three years continuing through July 23, 2027, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees to timely provide the requested Products and/or Services in accordance with the Agreement and the deadlines that may be established for such Products and/or Services.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all pending purchase orders, contracts, etc., until all of the rights and obligations of both parties thereunder have been fulfilled or the purchase orders, contracts, etc. have been terminated.

4. WARRANTIES AND REPRESENTATIONS

(a) The Products and Services shall comply with all rules, regulations, and requirements set forth in this Agreement and the Attachments to this Agreement.

(b) Warranties related to the Products and/or Services provided under this Agreement shall be established and confirmed at the time of each individual order. For each order, the Contractor shall provide a warranty statement specifying the duration, scope, and terms of the warranty applicable to the specific Products and/or Services being purchased. Depending on the Services ordered, the warranty may be set forth in a separate agreement or task order with the County addressing such Services.

(c) Neither the Services, nor any Products provided by the Contractor under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

(d) The Contractor certifies that all Products meet all federal and state requirements. Upon

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies that if the Product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the Product(s) and installation into compliance shall be borne by the Contractor.

(e) The Contractor warrants that all Products and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants the Products and Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

(f) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Products and/or Services shall be transferable to, or issued in the name of the County, and provide the warranty period. The period of manufacturer's warranty shall begin to run at the time the Products are received and accepted by a representative of the County. Notwithstanding anything to the contrary, Contractor's equipment warranty shall begin upon shipment, not delivery and acceptance.

5. PIGGYBACKING, SALES REPORTS, AND ADMNISTRATIVE FEE

(a) To the extent permitted by law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations (collectively "Contracting Entities").

(b) The County as the lead agency for the Bid shall not be liable or responsible for any costs, damages, liability, or other obligations incurred by any Contracting Entities. The Contractor including its subsidiaries shall deal directly with each Contracting Entity concerning the placement of orders, issuance of purchase orders, issuance of contracts, contractual disputes, invoicing, payment, and all other matters relating or referring to such Contracting Entities access or use of the Agreement and/or pricing. Accordingly, any Contracting Entity wishing to use this Agreement will be responsible for placing its own orders, issuing its own purchase order/documents/price agreements/contracts, providing for its own acceptance, making any subsequent payments, addressing any contractual disputes, and handling all other matters relating or referring to its access or use of the Agreement and/or pricing. The Contracting Entities are responsible for obtaining all certificates of insurance and bonds as may be required.

(c) Volume Sales Report. Throughout the term of this Agreement, the Contractor shall submit a quarterly volume sales report ("Sales Report") to the County's Purchasing Department by email at purchasing@claycountygov.com or U.S. mail to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Quarterly Sales Report dates are as follows: December 31, March 31, June 30, and September 30. Sales Reports must be delivered to the County's Purchasing Department no later

than the 15th day of the following month. Initiation and submission of the Sales Reports are the responsibility of the Contractor without prompting or notification by the County. The Sales Report must be provided regardless of whether or not any sales have been conducted during such quarter (i.e., if there are no sales, Contractor must submit a Sales Report indicating that no sales were made during that particular quarter). The Sales Report must include the following:

- Contracting Entity's name and contact information;
- Detail of any Products sold/purchased including description, quantity, and price;
- Detail of any Services sold/purchased and/or performed; and
- All transactions pertaining to sales for Products and/or Services and pricing for that quarter to include the date the purchase was invoiced/sale was recognized as revenue by Contractor.

(d) Administrative Fee. The Contractor agrees to pay to the County an administrative fee equal to 1.5% of the eligible revenues generated from the sale of Products or Services to Contracting Entities utilizing this Agreement and/or pricing under this Agreement. For purposes of this Agreement, "eligible revenues" shall mean the gross amount actually received by the Contractor from the sale of Products purchased and/or installed utilizing this Agreement, excluding any amounts attributable to shipping, freight, handling charges, taxes, mandatory fees, or any other expenses not directly related to the core sale or installation transaction.

(e) The County will review the Sales Report and will prepare an invoice to the Contractor for payment of the administrative fee based on the Sales Report submitted for that quarter. Such invoices will be submitted to the Contractor at its email address provided to the County's Purchasing Department. Upon receipt of an invoice submitted under this paragraph, the Contractor shall submit payment pursuant to the instructions on the invoice within 30 calendar days of the invoice date.

(f) Failure of the Contractor to provide the quarterly Sales Reports and payment of administrative fees in accordance with an invoice, shall be considered a breach of the Agreement. A late penalty of 15 percent on the value of the administrative fee may be assessed to the Contractor for each month the payment of such fee is not received.

(g) The Contractor agrees to cooperate with the County in auditing transactions under this Agreement to ensure that the administrative fee is paid on all Products and/or Services purchased under this Agreement.

6. PRICING AND PAYMENT

(a) All Products and Services under this Agreement will be priced and/or discounted as stated in Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

(b) Freight must be pre-paid and added to the Invoice and the quote. The County will pay actual freight charges.

(c) Sales Promotion/Price Reduction. The parties acknowledge that sales promotions may occur during the term of the Agreement which will lower prices of Products and Services for the period of such sales promotion. The Contractor acknowledges and agrees that the County shall receive the full benefit of such reductions if lower than the discount established by this Agreement. The County must be notified of these sales promotions in writing, specifying the beginning and ending dates of the sales promotions.

(d) The County shall pay the Contractor for the Products and Services provided under this Agreement in compliance with the specifications at the prices in accordance with **Attachment B** upon presentation of an Invoice submitted to the Paying Agent in accordance with paragraph 7.

7. PAYMENT PROCEDURES

(a) As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.

2. The Invoice number and date.

3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.

4. Identify the Products and/or Services covered by the Invoice.

5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.

6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.

7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or

Project Manager shall review the Invoice and may also review the Products and/or Services as delivered, installed, or performed to determine whether the quantity and quality of the Products and/or Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Products and/or Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Products and/or Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Products and/or Services provided under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Products and/or Services furnished under this Agreement

8. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

9. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
$500,000 Disease Policy
$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance
   If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to any work or services being performed under this Agreement, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later

than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

10. BONDS

(a) A Performance Bond and Payment Bond may be required for specific projects and/or Services provided under this Agreement as security for the faithful performance and payment of the Contractor's obligations. Whether such Bonds will be required, will be based upon the size and price of each particular project and/or purchase under this Agreement. If such Bonds are required, the Contractor understands, acknowledges, and agrees that the Contractor shall cause the Bonds to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department prior to receiving a purchase order for the project.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or timely deliver any requested Products; provides false or inaccurate information; fails to address and/or correct any deficiencies identified by the County during a performance evaluation; fails to timely submit reports as required herein; fails to pay the administrative fee; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Products and/or Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without

releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Products and/or Services satisfactorily provided up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County. The Contractor may terminate this Agreement for the convenience of the Contractor by giving the County 180 calendar days advance written notice.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Products and/or Services and shall stop any work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Products and/or Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County. The Contractor agrees to refund to the County all pre-paid sums for Products and/or Services that have been cancelled and will not be delivered.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Products provided and/or Services performed.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07,

Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to provide the Products and Services requested under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the

Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 contractor, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

22. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. SUBCONTRACTORS

(a) The Contractor shall provide the names of all subcontractors performing any work or services under this Agreement to the Project Manager. The County reserves the right to approve the utilization of any subcontractors in connection with this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. The County further reserves the right to reject any quotation in response to a request for quotation if such quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award, failed to deliver on time contracts of a similar nature, or is not in a position to perform properly under this Agreement.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

24. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

25. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

26. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

27. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

28. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

30. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Attachment A: Bid Scope of Work
Attachment B: Proposal

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: _____

Print Name: James M. Hansen

Print Title: Secretar y

CLAY COUNTY, a political subdivision of the State of Florida

By: _____ Howard Wanamaker (Sep 16, 2024 10:26 EDT)

Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

ATTACHMENT A
BID SCOPE OF WORK

INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm

BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/claycounty

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

1.4. Administrative Fee (Piggybacking)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. Qualification of Installers

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

1.6. Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use
ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:
American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:
US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:
National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:
(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: https://www.claycountygov.com/government/building

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.

2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project:_____
_____
_____

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: $_____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

ATTACHMENT B
PROPOSAL

[MUSCO SPORTS LIGHTING, LLC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Musco Sports Lighting, LLC Response

CONTACT INFORMATION

Company:
Musco Sports Lighting, LLC

Email:
musco.contracts@musco.com

Contact:
Beth Sheeley

Address:
100 1st Avenue West
PO Box 808
Oskaloosa, IA 52577

Phone:
(800) 825-6030

Website:
www.musco.com

Submission Date:
Jun 12, 2024 3:11 PM

Clay County RFB #23/24-074
Sports Lighting Pricing Sheet

Manufacturer:	Musco Sports Lighting, LLC
Address:	100 1st Ave West
City, State, Zip Code:	Oskaloosa, IA 52577
Contact:	Beth Sheeley
Phone:	800-825-6030
Fax:	641-672-1996
Email:	musco.contracts@musco.com
Federal ID#:	42-1511754

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section I: Musco Sports Lighting Price List

A. Light-Structure System™ with Total Light Control – TLC for LED™ & SportsCluster® System with Total Light Control – TLC for LED™

Light-Structure System™ with Total Light Control – TLC for LED ™

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED™ to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control – TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED™ to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials
360' x 160'	50'	30 fc	**$178,998**	**$121,967**	50 fc	**$253,938**	**$167,577**
360' x 160'	80'	30 fc	**$215,993**	**$140,687**	50 fc	**$273,843**	**$188,483**
360' x 160'	100'	30 fc	**$222,875**	**$140,955**	50 fc	**$333,980**	**$199,583**
360' x 160'	120'	30 fc	**$258,978**	**$141,532**	50 fc	**$367,807**	**$202,307**

SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials
330' x 195'	30'	30 fc	**$173,035**	**$96,296**	50 fc	**$221,726**	**$137,980**
360' x 210'	30'	30 fc	**$172,949**	**$96,345**	50 fc	**$239,031**	**$159,151**
360' x 225'	30'	30 fc	**$186,624**	**$118,148**	50 fc	**$271,414**	**$183,640**

BASEBALL / SOFTBALL							
Field Type	Field Size	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials
60' Base Path	200'	30/20	**$112,090**	**$73,451**	50/30	**$131,588**	**$90,581**
60' Base Path	225'	30/20	**$127,292**	**$83,951**	50/30	**$137,976**	**$94,999**
60' Base Path	250'	30/20	**$132,916**	**$81,528**	50/30	**$164,564**	**$114,939**
60' Base Path	300'	30/20	**$180,830**	**$124,909**	50/30	**$214,656**	**$145,588**
60' Base Path	325'	30/20	**$185,638**	**$129,579**	50/30	**$246,041**	**$162,813**
90' Base Path	300'	50/30	**$246,556**	**$159,395**	70/50	**$336,496**	**$224,641**
90' Base Path	300'/325'/300'	50/30	**$271,349**	**$168,870**	70/50	**$368,208**	**$239,981**
90' Base Path	350'	50/30	**$285,182**	**$176,229**	70/50	**$424,570**	**$294,514**
90' Base Path	320'/360'/320'	50/30	**$278,623**	**$187,326**	70/50	**$432,538**	**$291,061**
90' Base Path	330'/400'/330'	50/30	**$380,224**	**$222,008**	70/50	**$477,153**	**$310,958**

TENNIS			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials
2	50 fc	**$72,398**	**$51,262**
3	50 fc	**$84,388**	**$54,790**
4	50 fc	**$95,622**	**$63,696**
6	50 fc	**$168,232**	**$105,797**

PICKLEBALL			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for Sports Cluster TLC-LED Materials
2	50 fc	**$35,695**	**$24,738**
3	50 fc	**$55,938**	**$33,822**
4	50 fc	**$65,363**	**$42,941**

BASKETBALL - OUTDOOR			
# Courts	Average Maintained Light Level	Price for Light-Structue TLC-LED Materials	Price for Sports Cluster TLC-LED Materials
1	50 fc	**$63,549**	**$45,921**
2	50 fc	**$79,436**	**$57,401**

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Average Maintained Light Level	Price for LED Material
1 – 94' x 50'	75 fc	**$55,940**

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price Per Square foot (to be used for alternate size areas)
320' x 200'	1 fc	**$34,697**	**$0.74/ sq ft**

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	$80,000
50' x 104'	20 fc	$85,000
60' x 120'	15 fc	$90,000

MuscoVision® Automated Sports Broadcasting

MuscoVision® - 5 year parts and labor warranty	
	Price for Materials per field
Diamond Field*	$12,000
Rectangular Field/Court*	$12,000

*750 hours of streaming included; additional hours available for purchase

*For every year of maturity of the contract please take into account a 2.5% increase for materials on MuscoVision®.

B. Other Applications/ Supplemental Items

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	$4,200	Per Fixture
Control-Link Retrofit Unit (material only)	$9,850	Per Unit
Control-Link Unit - Multiple Services (material only)	$8,040	Per Unit
Osprey Nest Platforms	$3,600	Each
TLC for LED ®-RGBW Fixture	$6,000	Per Fixture
TLC for LED®- RGBU Fixture	$6,000	Per Fixture
LED Security Fixture (mount on Musco pole)	$2,500	Per Fixture
LED Pathway Lighting (8' pole with LED fixture)	$2,760	Per Pole
LED Area Lighting (15' pole with LED fixture)	$2,700	Per Pole
ED Roadway Lighting (30' pole with LED fixture)	$3,060	Per Pole
LED Bollard Lighting (42" pole with LED fixture)	$960	Per Pole

Section II: Adders

A. The above pricing is based upon 2023 FBC 130 mph. For each 10 mph increase in wind zone, the equipment and installation price will increase by 20%.

B. Florida Building Code, 2023 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.

C. Broward County, Miami-Dade County, and Palm Beach County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

D. During the term of this contract, technical upgrades to these products may periodically become available and may be offered to the owner. Bidder reserves the right to supply

upgraded technology provided it maintains on-field lighting performance and enhances benefit, additional costs may vary.

E. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.

F. The pricing is based on 480v; other voltage options are available and may add additional cost.

G. This pricing is based on standard installation. If a pier foundation, suspended pier foundation, or other non-standard installation is required price will increase by 15% plus any applicable wind zone increase adder.

H. Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

I. Pricing is based on using Musco's Control-Link® Control & Monitoring package. Musco's Show-Light® entertainment services packages are available and will increase the equipment cost by 20%. Musco is not responsible for obtaining rights to or any cost associated with music licenses.

J. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.

K. Pricing is based on shipment of the entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase, and pole location is approximately 10-12 weeks standard shipping.

L. This pricing does not include situations with obstructed site access and the related matting, and non-standard equipment that would be required, which may add additional cost.

M. This pricing list should not be considered complete and exhaustive due to the nature of each project being a unique, design-build situation. Additional costs will be incurred with non-standard situations and design elements.

Section III: Labor Costs-

A. Pole Installation (price per pole) Max diameter 36" no suspension
Pole Height LS 2023 FBC 130 mph price with Musco precast base

Pole Height	LS 2023 FBC 130 mph Price
40'	$7,500
50'	$7,500
60'	$8,500
70'	$9,500
80'	$10,500
90'	$11,000
100'	$13,000
110'	$17,000

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and the owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there may be a 10% increase in the cost of installation for each 10 mph increase in wind zone.

C.	Removal of Existing Concrete Poles	**$10,000 per pole**
D.	Removal of Existing Wooden Poles	**$4,500 per pole**
E.	Straighten Concrete Pole	**$10,000 per pole**
F.	Patching Concrete Poles	**$5,500 per pole**
G.	Installation of Fixtures on Existing Poles	**$17,000 per pole**
H.	Installation of Osprey Platform	**$3,600 per platform**
I.	Installation of Control Link Retrofit	**$8,500 per unit**
J.	Retrofit existing Gymnasium with LED	**$1,500 per fixture**
K.	Site Inspection – Evaluation of existing lighting system	**$5,000 per project**

Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	**$28,300 each**
Option B – 400 Amp Service (Section IV, A, 1)	**$34,300 each**
Option C – 600 Amp Service (Section IV, A, 1)	**$42,300 each**
Option D – 800 Amp Service (Section IV, A, 1)	**$48,300 each**

*Musco does not manufacture main distribution panels and delivery timing may vary and differ from Musco equipment delivery schedule.

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3 #6 conductors, max distance of 10 feet	**$600 each**
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3 -#4 conductors, max distance of 10 feet	**$800 each**

2. Wiring from Contactors to Poles

a. 2" PVC with (4) #1 THWN conductors $30 per foot	**$65 per foot**
b. 2 ½" PVC with (4) 3/0	**$105 per foot**
c. 4" PVC with (4) 500mcm	**$207 per foot**
d. (2) 4" PVC with (4) 300mcm	**$225 per foot**

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

A	10	**$10,800**	**$11.50 per foot**
B	8	**$11,960**	**$17.30 per foot**
C	6	**$12,420**	**$23.00 per foot**
D	4	**$13,580**	**$28.80 per foot**

4. Pull Boxes

a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	**$2,700 each**
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	**$1,800 each**

C. Installation of Contactor Cabinets

a. 48" Cabinet	**$8,500 each**
b. 72" Cabinet	**$12,000 each**

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	**$9,200 each**
2. Surge Arrestor – protection on line side of panel	**$13,500 each**

E. Pole Grounding

1. Provide and install ground rods for poles 70' and below	**$2,500 per pole**
2. Provide and install ground rods for poles 80' and above	**$3,900 per pole**

F. Miscellaneous

CAT 6 cable with conduit- for show lights, and show light retrofit	**$17 per foot**
Dark Sky International Phase 1 design approval	**$1,000 per design**
Dark Sky International Phase 2 light level reading	**$3,000 per design**
Remove drilling spoils from site	**$400 per pole**
Storage container	**$2,800 each**
Dumpster	**$3,000 each**

Section V: Engineered Plans

A. Electrical Engineering Drawings, sealed by P.E.

1. Adder for 200 amp service	**$12,100 each**
2. Adder for 400 amp service	**$17,450 each**
3. Adder for 600 amp service	**$25,900 each**
4. Adder for 800 amp service	**$41,450 each**

B. Structural Engineering Drawings, sealed by P.E.

1. Foundation and pole plans based on assumed soils	**$1,850 per project**
2. Foundation and pole plans based on Geotech report	**$3,800 per project**

C. Geotech report *max of 6 samples per project	**$14,500 per project**
D. Bonding (over $200,000)	**$2,000 per $100,000**
E. Site survey	**$5,000 per project**
F. Project management	**$15,000 per project**

Section VI: Yearly Adjustments

A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits, and does not exceed the prices bid when applied to a project application under the current contract provisions.

B. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

C. This pricing list should not be considered complete and exhaustive due to the nature of each project being a unique, design-build situation. Additional costs will be incurred with non-standard situations and design elements.

Sports Lighting - Base Bid Lighting Equipment

Part 1 - General

A. The project goals are as follows:

i. Guaranteed Light Levels: Selection of the appropriate light levels impacts the safety of the players and the enjoyment of the spectators. Therefore, the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.

ii. Environmental Light Control: Provide precise control of light with engineered optic systems using proven spill and glare reduction methods. The lighting system manufacturer needs to certify that they can meet or exceed all local lighting ordinances, offsite spill, and glare. If required, the lighting manufacturer will meet Dark Skies requirements.

iii. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect luminaire outages over a 25-year life cycle.

iv. Control and Monitoring: To allow for optimized use of labor resources and to avoid unneeded operation of the facility, a remote on/off control system for the lighting system must be included. Fields should be proactively monitored to detect luminaire outages over the 25-year life cycle. All communication and monitoring costs for the 25-year period shall be included in the pricing.

B. Sports Lighting Performance

i. The performance shall be in accordance with IES guidelines, which states maintained average illuminance levels are values which the lighting system should always meet or exceed.

ii. Uniformity Ratio: The foot-candle level shall have a uniformity ratio of maximum ratio of not greater than the following:

1. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start-up and throughout rated life of the lamp and shall be maintained for the warranty life.

Football – Standard 4-pole layout, with poles located at the 15-yard line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target light Level	Targe Light Level	Uniformity	Grid Spacing	Grid Points
360 x 160	50'	30 fc	50 fc	2.0:1	30' x 30'	72
360 x 160	70'	30 fc	50 fc	2.0:1	30' x 30'	72
360 x 160	100'	30 fc	50 fc	2.0:1	30' x 30'	72
360 x 160	120'	30 fc	50 fc	2.0:1	30' x 30'	72

Soccer – Standard 4-pole layout, with poles located at a distance of (Field Length/2- ((Field Width/2+ Setback) x 0.40)) from the centerline, with setbacks from the field as given below. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28) from the center line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target light Level	Targe Light Level	Uniformity	Grid Spacing	Grid Points
330 X 200	30'	30 fc	50 fc	2.0:1	30' x 30'	77
330 X 200	50'	30 fc	50 fc	2.0:1	30' x 30'	77
360 X 210	30'	30 fc	50 fc	2.0:1	30' x 30'	84
360 X 210	50'	30 fc	50 fc	2.0:1	30' x 30'	84
360 X 225	30'	30 fc	50 fc	2.0:1	30' x 30'	96
360 X 225	50'	30 fc	50 fc	2.0:1	30' x 30'	96

Baseball -(90' Base path) – Standard A- pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + (Base path* 0.5))/2) and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul for an 8–pole design. Standard D- pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Softball -(60' Base path) – Standard A- pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + (Base path*0.5)/2) and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8–pole design.

Field Type	Field Size	Target light Level (Inf/out)	Targe Light Level (inf/out)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points (infield/ outfield
60' Base Path	200'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/73
60' Base Path	225'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/96
60' Base Path	250'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/119
60' Base Path	300'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/181

60' Base Path	320'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/209
90' Base Path	300'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/73
90' Base Path	325'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/90
90' Base Path	350'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/106
90' Base Path	320/360/320	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/100
90' Base Path	330/400/330	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/121

Tennis – Standard pole locations are 6' beyond the serving line and 3' outside the fence.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1
6	50 fc	2.0:1

Pickelball – Standard pole locations are 6' beyond the serving line and 3' outside the fence.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1

Basketball - Outdoor - Standard pole locations are at the center line.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0: 1

Basketball - Indoor - Lighting shall be provided utilizing LED luminaires *

Court size	Target Light Level	Uniformity
94' x 50'	80 fc	2.0: 1

Parking Lots - Lighting shall be provided utilizing LED luminaires*

Parking Lot	Total Square Feet	Target Average Light Level	Uniformity
320' x 200'	64,000	1 fc	N/A

*Pricing for alternate size parking lots may be determined by calculating a cost per square foot of the base size parking area and utilizing this cost to a different size area.

C. Point by Point Analysis

i. Measurements of light shall be demonstrated on computer generated model that consists of a grid of a specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing for each field.

ii. Light Level and Uniformity Ratio shall be calculated and shown on the computer-generated model. The Light Levels and Uniformities must meet or exceed the defined criteria.

Computer Models - Test Stations

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30' x 30'
Soccer	Entire Field	30' x 30'
Baseball	Entire Field	30' x 30'
Softball	Entire Field	20' x 20'
Tennis Courts 1-6	Entire Court	20' x 20'
Pickleball Courts 2-4	Entire Court	10' x 10'
Basketball Courts 2	Entire Court	20' x 20'
Basketball- Indoor	Entire Court	10' x 10'
Parking Lot	Entire area (320' X 200')	4' x 4'

D. Spill/Glare Equipment

i. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers, and external shields. No symmetrical beam patterns are accepted.

ii. Glare Control: Maximum candela measured at 5' above grade at a distance of 150' should be better than that of a comparable HID design. These values are defined for typical sports fields listed below. *

Typical Field Type	Maximum Candela at 150'
Baseball	≤7,000 candela
Softball	≤7,000 candela
Football	≤7,000 candela
Soccer	≤7,000 candela
Tennis	≤7,000 candela
Pickleball	≤7,000 candela

*If the design of the project requires the pole setback to be greater than 70' from the edge of the field, the candela value at 150' may exceed the value stated in the above chart.

Part 2 – Product

A. Sports Lighting System Construction

i. System Description – Light-Structure System™ shall consist of the following:

a. Galvanized steel poles and cross-arm assembly. No direct burial steel or inverted base steel poles are allowed.

1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory.

b. Pre-engineered concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel

portion of the foundation is located a minimum of 18 inches above final grade. The concrete for the anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.

c. All luminaires shall be constructed with die cast aluminum housing to protect the luminaire reflector system. If the manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.

d. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.

e. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (common mode) as recommended by current IEEE.

f. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.

g. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.

h. Control cabinet to provide remote on-off control and monitoring of the lighting system.

i. Manufacturer must supply a signed warranty covering the entire system (Light Structure System™) for 25 years from the date of shipment.

ii. System Description – SportsCluster® System (existing structures) shall consist for the following:

a. Galvanized cross-arm assembly for attachment to existing structures.

1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory

b. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.

c. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.

d. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.

e. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.

f. Control cabinet to provide remote on-off control and monitoring of the lighting system.

g. Product assurance and warranty program is contingent upon site inspection and compatibility with existing structures.

h. Manufacturer must supply a signed warranty covering the entire system (SportsCluster® System) for 10 years from the date of shipment.

iii. Manufacturing Requirements

a. All components shall be designed and manufactured as a system. All luminaires, wire harness, drivers and other enclosures shall be factory assembled, aimed, wired, and tested.

iv. Durability

a. All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

v. Lightning Protection

a. Manufacturer shall supply and equip all structures with lightning protection meeting NFPA 780 standards. Manufacturing shall integrate the required grounding electrode into the structure. System shall be UL listed.

b. If grounding is NOT integrated into the structure the Manufacturer shall supply an electrode of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

vi. Safety

a. All safety components shall be UL listed for the appropriate application.

vii. Electric Power Requirements for sports lighting equipment

a. Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3% of rated voltage. Voltage/Phase to be determined for each specific site.

viii. Building Code

a. The base bid of the lighting system must comply with Florida Building Code Edition 2023, Exposure C, Standard Variation with a wind speed of 130 mph.

ix. Structural Design

a. The stress analysis and safety factor of the poles shall conform to AASHTO 2013 (LTS-6) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

x. Soil Conditions

a. The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by 2023 FBC, Table 1806.2. It shall be the installation contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:

1. Engineered foundation embedment design by a registered engineer in the State of Florida

2. Additional materials and/or services required to achieve alternate foundation

3. Geotechnical report

xi. Foundation Drawings

a. Project specific foundation drawings stamped by a registered engineer in the State of Florida. The drawings shall be available to the owner at the time of the permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

B. Control and Monitoring

i. Instant On/Off Capabilities

a. System shall provide instant on/off luminaires.

ii. Lighting contactor cabinet(s)

a. Constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design.

b. Manual off-on-auto selector switches shall be provided.

iii. Optional Dimming

a. System shall provide for "High, Medium, Low" or "High/Low" dimming.

b. System shall include key activated switches to allow for automated dimming control or manual override.

iv. Remote Lighting Control System

a. System shall allow owner and users with a security code to schedule on/off system operation via web site, phone, fax or email up to 10 years in advance.

b. Manufacturer shall provide and maintain two-way TCP/IP communication link.

c. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

d. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as a full scheduling capability for all fields to only having permission to execute "early off" commands by phone. The scheduling tool shall be capable of setting curfew limits.

e. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during power outage.

v. Remote Monitoring System

a. System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled.

b. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

vi. Management Tools

a. Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group.

1. Dashboard shall also show current status of luminaire outages, control operation and service

2. Mobile applications will be provided suitable for IOS, Android and Blackberry devices.

b. Hours of Usage

1. Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

a. Cumulative hours shall be tracked to show the total hours used by the facility.

b. Report hours saved by using early off and push buttons by users.

c. Communication Cost

1. Manufacturer shall include communication cost for the operating of the control and monitoring system for a period of 25 years.

vii. Warranty

a. 25 Year Warranty (Light-Structure System™)

1. Manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment.

2. Warranty shall guarantee specified target light levels.

3. Manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term.

4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers

b. 10 Year Warranty (SportsCluster® System)

1. Manufacturer shall supply a signed warranty covering the entire system of 10 years from the date of shipment.

2. Warranty shall guarantee specified target light levels.

3. Manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term

4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers

5. Constant 10™ warranty is contingent upon a site inspection

c. Maintenance

1. Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for the life of the warranty (date of equipment shipment).

2. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.

3. Owner agrees to check fuses in the event of a luminaire outage.

d. Exclusions

1. Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered products parts or components, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes and lightning).

2. It is the customer's responsibility to check and change fusing.

e. Manufacturer shall have in place, the personnel, procedures, and processes to implement and execute the warranty as detailed in this section of the specification.

viii. Inspection and Verification

a. The lighting manufacturer shall guarantee illumination light levels for the life of the warranty.

1. Field measurements shall be done per IESNA RP-6-22 recommendations. 2. Failure to achieve the required results will require individual luminaire re-aiming and re-measurements at the expense of the manufacturer.

Part 3 – Installation (pole construction, pole removal, and relight)

A. Pole Installation

i. Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electric enclosures to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. Removal of existing poles or structures

i. Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Any pre-engineered concrete base will be cut – foundations will not be removed but cut and jack hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. Installation of fixtures on existing poles

i. Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. Owner and Bidder responsibilities

i. Owner's responsibilities

a. Provide total access to the site and poles location for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.

b. Remove any trees, limbs, shrubs, etc. for total access to poles locations.

c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.

d. Removal, replacement, and repair of all fencing necessary for construction.

e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.

f. Provide area on site for disposal of spoils from foundation excavation.

g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not be responsible for repairs to unmarked utilities.

h. Pay for any power company fees and requirements, if necessary.

i. Additional charges will apply for foundation excavation and construction in nonstandard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.) Standard soils are defined as Class 5 soils in the 2023 Edition of the Florida Building Code and can be excavated using standard earth auguring equipment.

j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any all fees associated with the water access and usage.

k. Pay for any and all permitting fees.

ii. Bidder's responsibilities

a. Provide required poles, fixtures, foundations, and associated designs.
b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida
c. Provide layout of poles locations and aiming diagram
d. Provide light test upon completion of works, once owner supplied electrical system is energized.
e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
f. Provide bonding per the State of Florida requirements.
g. Provide equipment and materials to offload equipment at job site per scheduled delivery.
h. Provide storage containers for material, including electrical enclosures.
i. Provide adequate trash containers for cardboard waste and packing debris.
j. Provide adequate security to protect delivered products from theft, vandalism, and damage during installation.
k. Obtain any and all required permits. Costs to be paid by Owner.
l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
m. Provide materials and equipment to install Musco's Light-Structure System™ foundations as specified on layout.
n. Remove augured spoils to owner designated location at job site.
o. Provide materials and equipment to assemble and install Musco's TLC for LED® fixtures and terminate all necessary wiring.
p. Provide equipment and materials to assemble and erect Musco's Light-Structure System™ poles.

Part 4 – Electrical Supply labor/equipment

A. Electrical Services

i. All services are to be quoted at 277/480-volt three phase. Base all service feeders on a length of 150 feet at burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options.

a. Option A

1. 200 amp three phase meter can

2. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers

3. Service feeders. (4) 3/0 conductors in a 2 1/2" raceway. 150'

4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.

5. Pull necessary permits

b. Option B

1. 400 amp three phase meter can

2. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers

3. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'

4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.

5. Pull necessary permits

c. Option C

1. 600 amp three phase meter can

2. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers

3. Service feeders. (2) 4" raceways with (4) 300 MCM conductors in a 4" raceway. 150'

4. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.

5. Pull necessary permits

d. Option D

1. 800 amp three phase CT enclosure

2. 800 amp three phase CT meter can

3. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers

4. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'

5. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.

6. Grounding per NEC and local building codes

7. Pull necessary permits

ii. Conduit, pull boxes and conductors

a. Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in PVC schedule 40 pipe at a burial depth of 36" with twin conductors.

iii. Lightning protection

a. Surge Arrestors: UL labeled and rated for 277/480 V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote electrical enclosure and/or on line side of main electrical panel.

End of Bid

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Parks Electric Service Inc
Address: 2986 Florence Drive
Middleburg, FL 32068
Phone Number: 904-237-0165
Contact Name: Claude Parks

Business Name: Davco
Address: 4885 Park Ridge Boulevard
Boynton Beach, FL 33426
Phone Number: 561-732-3434
Contact Name: Russ White/ Mark Komar

Business Name: Electrical Contracting Service
Address: 2375 West 77th Street
Hialeah, FL 33016
Phone Number: 305-556-0041
Contact Name: Charlie Floyd/ Chuck Floyd

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Imperial Electric Inc

Address: 951 NW 51 Place
Fort Lauderdale, FL 33309

Phone Number: 954-938-0520

Contact Name: Mike Terrango

Business Name: M. Gay Constructors

Address: 11802 Industry Drive
Jacksonville, FL 32226

Phone Number: 904-714-4001

Contact Name: Mike Gay

Business Name: Himes Electric

Address: 1040 Land O Lake Blvd
Lutz, FL 33549

Phone Number: 813-909-1927

Contact Name: Thomas Cook

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Bentley Electric Company of Naples

Address: 4406 Enterprise Ave
Naples, FL 34104

Phone Number: 239-643-5339

Contact Name: Steve Bentley

Business Name: Simmonds Electrical of Naples, Inc.

Address: 8941 Quality Road
Bonita Springs, FL 34135

Phone Number: 239-643-2770

Contact Name: Noe Alvarado

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

AGENDA ITEM NO. 8.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: April 15, 2026

SUBMITTED BY: Scarlet Cantley

DEPARTMENT: Administration

ITEM TYPE: Contracts/Agreements/Leases

AGENDA SECTION: **REGULAR AGENDA**

SUBJECT: Intragovernmental Affairs Consultant Contract Second Amendment

BACKGROUND: The District has been successful in obtaining outside funding for capital projects from various levels of government with the exception of the federal level. Rubin, Turnbull and Associates were selected to first focus on state level funding, permitting and general legislative support. As the District moves forward with larger scale projects such as the M-1 Impoundment Expansion (640 acres), the costs of these projects should be expanded to other sources of revenue beyond the local assessments. Relying solely upon our assessments will make these types of major capital projects near impossible to financially support. Additionally, our landowners pay into the federal tax system with minimal return to the area including road projects.

Our consultants have an excellent track record and a strong network within the Florida Congressional Delegation, including both the House and Senate along with key federal agencies.

FISCAL IMPACT: $6,000 retainer per month.

RECOMMENDATION: Motion to approve Second Amendment to the existing contract with Rubin Turnbull & Associates for intergovernmental affairs services to expand scope to include assistance at the federal level of government.

ATTACHMENTS:
26-0415_ITID_Agmt_Amndmt_RubinTurnbull_Lobbying_Svcs - Bh Edit.pdf
2024-08-21 First Amendment - Agreement.pdf
23-0821_Agreement Rubin Agmt (executed).pdf

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

SECOND AMENDMENT TO AND RESTATEMENT OF AGREEMENT FOR INTERGOVERNMENTAL RELATIONS CONSULTING SERVICES

THIS SECOND AMENDMENT TO AND RESTATEMENT OF AGREEMENT is Made and entered into this 15th Day of April, 2026, by and between:

INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida, whose address is 13476 61st Street North. West Palm Beach, FL 33412 (hereafter referred to as "District")

and

RUBIN, TURNBULL & ASSOCIATES, INC., a Florida Corporation, whose address is 101 E. College Avenue, Suite 502, Tallahassee, FL 32301 (hereafter referred to as "Consultant").

RECITALS:

WHEREAS, District is engaged in many complex projects, the success of which requires coordination with and cooperation of numerous state and federal government officials and agencies; and,

WHEREAS, Consultant possesses unique skills and expertise to assist the District; and

WHEREAS, on October 11, 2023, District and Consultant executed that certain "Agreement For Intergovernmental Relations Consulting Services" (hereafter referred to as the "Agreement") to provide the services therein described; and

WHEREAS, on August 21, 2024, District and Consultant executed that certain First Amendment to the Agreement, which amended Articles 2 and 4 of the Agreement to add authorize Consultant to retain a sub-consultant with a separate scope for a limited term and for a specified amount of compensation and to adjust Consultant's compensation; and

WHEREAS, District and Consultant now wish to make certain additional changes in and to restate the amended Agreement, as provided herein.

NOW THEREFORE, the District and Consultant, in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. agree as follows:

Article 1: Incorporation of Recitals
The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2: Scope of Work
Services to be provided by Consultant shall include. but are not limited to the following:

Government relations consulting services on miscellaneous issues, tasks and work orders as directed by the Executive Director. The majority of services will be to provide expertise, advice and connectivity with, but not limited to:

1. Legislative Members, legislative committee staff, legislator aides and other appropriate positions at the State of Florida House of Representatives and the State of Florida Senate;
2. Governor, Lieutenant Governor, Chief's of Staff for both, Cabinet Members and other key officials in the Executive Branch of the State of Florida;
3. Florida Legislative Members, legislative committee staff, legislator aides and other appropriate staff positions;
4. U.S. House of Representatives and the U.S. Senate and other appropriate staff positions; and,
5. Appropriate agency officials, staff and liaisons at the State and Federal Levels.

Article 3: Contract Term
~~The Consultant's services shall be provided for an initial term of one (1) year, and shall renew automatically annually thereafter upon the same terms for a total contract term not to exceed three (3) years, unless sooner terminated by either party as provided herein in Article 11.~~

The Consultant's services shall be provided for a total contract term not to exceed three (3) years, unless sooner terminated by either party as provided herein in Article 11.

Article 4: **Compensation and Price**
Monthly Fee Retainer: ~~*$5,500.00*~~ *$10,500.00*

1. The fees and expenses herein are exclusive of direct reimbursements (i.e., application fees, etc.) general overhead expenses such as telephone toll charges, postage, copying and mileage. Mileage will be billed at the current IRS standard mileage rate. Direct reimbursables will be billed at actual cost, except that District shall have the option of paying third party consultants and application fees directly, or if advanced by Consultant, District will be billed at cost plus ten (10%) percent.

2. Consultant shall not employ third party consultants without prior written approval of District.

Article 5: Insurance
[Waived]

Article 6: Payment Procedures

1. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), District's Agent to whom the Consultant may submit Applications for Payment or Invoices shall be as follows:

~~Jose Cabrera, Chief Financial Officer~~
Raquel McIntosh, Chief Financial Officer
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida 33412
or
Via Email, if approved, by the Chief Financial Officer

2. The District will generally pay invoices within thirty (30) days of receipt provided that the invoices are submitted on or before the 10th of each month. If said invoice(s) is not timely submitted, then the invoice(s) will be processed by the District during the next monthly pay period.

3. In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid.

4. In the event of non-renewal or termination, Consultant shall be paid for all accrued but Unpaid Services and Reimbursable Expenses through the end of the current term of the Agreement or the date of termination, as applicable. Consultant will be entitled to invoice the District and be paid for all services performed or furnished and all reimbursable expenses incurred through the end of the current term of the Agreement or date of termination, as applicable.

Article 7: Public Entity Crimes
As provided in Sections 287.132 & 287.133, Florida Statutes, by entering into this Agreement or performing any Work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, sub-Consultant and consultants who will perform any Work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

Article 8. Hold Harmless and Indemnification
The parties hereto agree, to the extent permitted by law, to:

1. Indemnify, save and hold harmless the other, their 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 each relating to their obligations under this Agreement; and,

2. Be responsible for their 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 Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties).

3. Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

Article 9: Notices

Any and all notices required to be given by this Agreement shall be in writing and sent via email in addition to either being hand delivered or delivery through the U.S. Postal Service by Certified or Registered Mail to the following representatives of the District and the Consultant:

District Representative:

Burgess Hanson, Executive Director
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412
E-mail: bhanson@indiantrail.com

With a Copy to:

Mary M. Viator, Esq., District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd, Suite 1200
West Palm Beach, Florida 33401

Consultant Representative:

Heather Turnbull, Managing Partner
101 E. College Avenue
Suite 502
Tallahassee, Florida 32301
E-Mail: heather@rubinturnbull.com

Article 10: Governing Law

The laws of the State of Florida shall govern this Agreement and Contract Documents, and venue of any action shall be in Palm Beach County, Florida.

Article 11: Termination

This Agreement may be terminated by either party, with or without cause, following thirty (30) calendar days advance written notice (electronic mail is acceptable) by one party to the other.

Article 12: Rights and Remedies

The duties and obligations imposed by the Agreement and Contract Documents, and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. If either party seeks to resolve a dispute under this Agreement in any court of law, the prevailing party in such dispute shall have

its expenses and costs, including but not limited to reasonable attorney's fees and the cost of appellate proceedings, paid by the other, non-prevailing party.

Article 13: Independent Contractor Relationship

Consultant is, and shall be, in performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of District. All persons engaged in any of the Work, services or activities performed pursuant to this Agreement shall at all times and in all places be subject to Consultant's sole direction, supervision and control. Consultant shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects Consultant's relationship and the relationship of its employees to District shall be that of an Independent Contractor and not as employees or agents of District.

Article 14. Required Provisions

1. **Public Records:** Consultant shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records).

2. **Inspector General:** Consultant understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

3. **E-Verify:** Consultant warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. Consultant agrees and acknowledges that commencing January 1, 2021, District, as a public employer, shall be subject to the E-verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if District has a good faith belief: (a) that Consultant has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, District shall terminate this contract, or (b) that a subcontractor performing work for the Contractor under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, District promptly notify Consultant and order Consultant to immediately terminate its agreement with said subcontractor as to this contract. Consultant shall be liable for any additional costs incurred by District as a result of the termination of the contract based on Consultant's failure to comply with E-Verify requirements referenced herein.

4. **Human Trafficking Affidavit:** Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit "A"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by this reference.

Article 15: Miscellaneous

1. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Consultant and District made with respect to the matters herein contained.

2. No additions, alterations, or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either Party, unless such additions, alteration, variations or waivers are expressed in writing and duly signed.

3. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

4. The covenants and agreements contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective legal representatives, heirs, executors, administrators, assigns and successors in interest.

5. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 16: Repeal of Provisions in Conflict

Amendment No. 1 to the Agreement dated August 21, 2024 is hereby repealed in its entirety. All other provisions of the Agreement as herein amended and restated shall remain in full force and effect.

Article 17: Effective Date

This Second Amendment to and Restatement of the Agreement shall become effective upon its execution by the last party to sign.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

District Seal	**INDIAN TRAIL IMPROVEMENT DISTRICT,** An Independent Special District of the State of Florida EXECUTED by the District on this day of April 15, 2026: By: _____ Elizabeth Accomando, As: President ATTEST: By: _____ Betty Argue, As: Secretary
Corporate Seal	**RUBIN, TURNBULL & ASSOCIATES,** A Florida Corporation EXECUTED by Consultant on this day of April _____, 2026: By: _____ Heather Turnbull As: Managing Partner

EXHIBIT "A"

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Rubin Turnbull & Associates, Inc. and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

_____
(Name Signed)

_____
(Name Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ of _____ , a _____ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is □ personally known to me or □ has produced _____ (Type of Identification) as identification.

(Notary Seal)

_____
Signature of Notary Public

_____
Print, Type or Stamp Name of Notary

Notary Public, State of _____

_____
Serial Number, if any

Docusign Envelope ID: A49C4E9B-4856-41FF-8CD8-C1D05A7B6028

5

FIRST AMENDMENT TO AGREEMENT FOR INTERGOVERNMENTAL RELATIONS CONSULTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT, is made and entered into by and between **INDIAN TRAIL IMPROVEMENT DISTRICT**, an Independent Special District of the State of Florida, whose address is 13476 61st Street North. West Palm Beach, FL 33412 (hereafter referred to as "'District"), and **RUBIN, TURNBULL & ASSOCIATES, INC.**, a Florida Corporation, whose address is 101 E. College Avenue, Suite 502, Tallahassee, FL 32301 (hereafter referred to as "Consultant"). District and Consultant are hereafter referred to collectively as the "Parties"

RECITALS:

WHEREAS, on October 11, 2023, the Parties executed that certain Agreement for Intergovernmental Consulting Services (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as herein provided;

NOW THEREFORE, the Agreement is amended as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Article 2 of the Agreement (Scope of Work) is amended to include an additional task as follows:

> "5. Assisting with resident and public education and community outreach, through a separate agreement with Calvary Strategies, LLC ("Calvary") for a term of six (6) months for the effective date of this First Amendment."

3. Article 4 of the Agreement (Compensation and Price) is amended as follows:
   a. Consultant's Monthly Retainer Fee is corrected to be **FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLARS ($4,500.00)**.
   b. Consultant is authorized to retain Calvary Strategies, LLC as a sub-consultant.
   c. Subparagraph 3 is added, as follows:

> "3. The Contract Price shall include a Supplemental Payment in an amount not to exceed **SIXTY THOUSAND AND NO/100 DOLARS ($60,000.00)**, payable over a six (6) month period in equal monthly installments of **TEN THOUSAND DOLARS ($10,000.00)**. The Supplementary Payment shall be dedicated by Rubin to pay in full any costs of Calvary's services."

4. This First Amendment shall become effective upon its execution by both parties.

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5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

EXECUTED by District this 21 day of August, 2024.

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

By: _____
Elizabeth Accomando
As: President

[DISTRICT SEAL]

ATTEST:

By: _____
Betty Argue
As: Secretary

EXECUTED by Consultant this 8/19/2024 day of August, 2024.

RUBIN, TURNBULL & ASSOCIATES, A Florida Corporation

[CORPORATE SEAL]

By: Heather Turnbull, Managing Partner
Heather Turnbull
As: Managing Partner

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INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

AGREEMENT FOR INTERGOVERNMENTAL RELATIONS CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 11th Day of October, 2023;

by and between:

INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida, whose address is 13476 61st Street North. West Palm Beach, FL 33412 (hereafter referred to as '·District");

and,

RUBIN, TURNBULL & ASSOCIATES, INC., a Florida Corporation, whose address is 101 E. College Avenue, Suite 502, Tallahassee, FL 32301 (hereafter referred to as "Consultant").

RECITALS:

WHEREAS. District is engaged in many complex projects the success of which requires coordination with and cooperation of numerous local government officials and agencies; and,

WHEREAS. Consultant possesses unique skills and expertise to assist the District; and,

NOW THEREFORE, the District and Consultant, in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. agree as follows:

Article 1: Incorporation of Recitals
The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2: Scope of Work
Services to be provided by Consultant shall include. but are not limited to the following:
Government Relations consulting services on miscellaneous issues, tasks and work orders as directed by the Executive Director. The majority of services will be to provide expertise, advice and connectivity with, but not limited to:

1. Legislative Members, legislative committee staff, legislator aides and other appropriate positions at the State of Florida House of Representatives and the State of Florida Senate;
2. Governor, Lieutenant Governor, Chief's of Staff for both, Cabinet Members and other key officials in the Executive Branch of the State of Florida;
3. Florida Legislative Members, legislative committee staff, legislator aides and other appropriate positions at the U.S. House of Representatives and the U.S. Senate; and,
4. Appropriate agency officials, staff and liaisons at both the State and Federal Levels.

Article 3: Contract Term
The Consultant's services shall be provided for an initial term of one (1) year, and shall renew automatically annually thereafter upon the same terms for a total contract term not to exceed three (3) years, unless sooner terminated by either party as provided herein in Article 11.

Article 4: **Compensation and Price**
Monthly Fee Retainer: ~~$5,500.00~~ 4,500.00 ✓

1. The fees and expenses herein are exclusive of direct reimbursements (i.e., application fees, etc.) general overhead expenses such as telephone toll charges, postage, copying and mileage. Mileage will be billed at the current IRS standard mileage rate. Direct reimbursables will be billed at actual cost, except that District shall have the option of paying third party consultants and application fees directly, or if advanced by Consultant, District will be billed at cost plus ten (10%) percent.

2. Consultant shall not employ third party consultants without prior written approval of District.

Article 5: Insurance
[Waived]

Article 6: Payment Procedures

1. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), District's Agent to whom the Consultant may submit Applications for Payment or Invoices shall be as follows:

Jose Cabrera, Chief Financial Officer
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida 33412
or
Via Email, if approved, by the Chief Financial Officer

2. The District will generally pay invoices within thirty (30) days of receipt provided that the invoices are submitted on or before the 10th of each month. If said invoice(s) is not timely submitted, then the invoice(s) will be processed by the District during the next monthly pay period.

3. In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid.

4. In the event of non-renewal or termination, Consultant shall be paid for all accrued but Unpaid Services and Reimbursable Expenses through the end of the current term of the Agreement or the date of termination, as applicable. Consultant will be entitled to invoice the District and be paid for all services performed or furnished and all reimbursable expenses incurred through the end of the current term of the Agreement or date of termination, as applicable.

Article 7: Public Entity Crimes
As provided in Sections 287.132 & 287.133, Florida Statutes, by entering into this Agreement or performing any Work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, sub-Consultant and consultants

who will perform any Work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

Article 8. Hold Harmless and Indemnification

The parties hereto agree, to the extent permitted by law, to:

1. Indemnify, save and hold harmless the other, their 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 each relating to their obligations under this Agreement; and,

2. Be responsible for their 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 Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties).

3. Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

Article 9: Notices

Any and all notices required to be given by this Agreement shall be in writing and sent via email in addition to either being hand delivered or delivery through the U.S. Postal Service by Certified or Registered Mail to the following representatives of the District and the Consultant:

District Representative:

Burgess Hanson, Executive Director
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412
E-mail: bhanson@indiantrail.com

With a Copy to:

Mary M. Viator, Esq., District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
~~One Clearlake Centre~~ 1555 Palm Beach Lakes Blvd - Suite 1200
~~250 South Australian Avenue, Suite 600~~
West Palm Beach, Florida 33401

Consultant Representative:

Heather Turnbull, Managing Partner
101 E. College Avenue
Suite 502
Tallahassee, Florida 32301
E-Mail: heather@rubinturnbull.com

Article 10: Governing Law
The laws of the State of Florida shall govern this Agreement and Contract Documents, and venue of any action shall be in Palm Beach County, Florida.

Article 11: Termination
This Agreement may be terminated by either party, with or without cause, following thirty (30) calendar days advance written notice by one party to the other.

Article 12: Rights and Remedies
The duties and obligations imposed by the Agreement and Contract Documents, and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. If either party seeks to resolve a dispute under this Agreement in any court of law, the prevailing party in such dispute shall have its expenses and costs, including but not limited to reasonable attorney's fees and the cost of appellate proceedings, paid by the other, non-prevailing party.

Article 13: Independent Contractor Relationship
Consultant is, and shall be, in performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of District. All persons engaged in any of the Work, services or activities performed pursuant to this Agreement shall at all times and in all places be subject to Consultant's sole direction, supervision and control. Consultant shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects Consultant's relationship and the relationship of its employees to District shall be that of an Independent Contractor and not as employees or agents of District.

Article 14. Required Provisions

1. **Public Records:** Consultant shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records).

2. **Inspector General:** Consultant understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

3. **E-Verify:** Consultant warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. Consultant agrees and acknowledges that commencing January 1, 2021, District, as a public employer, shall be subject to the E-verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if District has a good faith belief: (a) that Consultant has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, District shall terminate this contract, or (b) that a subcontractor performing work for the Contractor under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, District promptly notify Consultant and order Consultant to immediately terminate its agreement with said subcontractor as to this contract. Consultant shall be liable for any additional costs incurred by District as a result of the termination of the contract based on Consultant's failure to comply with E-verify requirements referenced herein.

Article 15: Miscellaneous

1. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Consultant and District made with respect to the matters herein contained.

2. No additions, alterations, or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either Party, unless such additions, alteration, variations or waivers are expressed in writing and duly signed.

3. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

4. The covenants and agreements contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective legal representatives, heirs, executors, administrators, assigns and successors in interest.

5. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

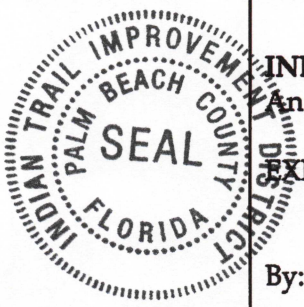
Article 16: Effective Date

This Agreement shall become effective upon its execution by the last party to sign.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

District Seal 	**INDIAN TRAIL IMPROVEMENT DISTRICT,** An Independent Special District of the State of Florida EXECUTED by the District on this day of October , 2023: By: _____ Michael Johnson As: President ATTEST: By: _____ Patricia Farrell, As: Secretary
Corporate Seal	**RUBIN, TURNBULL & ASSOCIATES,** A Florida Corporation EXECUTED by Consultant on this day of October , 2023: By: Heather Turnbull Heather Turnbull As: Managing Partner

AGENDA ITEM NO. 8.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: April 15, 2026

SUBMITTED BY: Scarlet Cantley

DEPARTMENT: Administration

ITEM TYPE: Policies

AGENDA SECTION: **REGULAR AGENDA**

SUBJECT: Meeting Rules and Procedures

BACKGROUND: Revisions have been made to the Meeting Rules and Procedures of the Board of Supervisors. The attachment highlights the revisions based on previous input from Board Members during the last meeting and staff recommendations to make the Agenda process and meetings more efficient.

- Changes include updates reflective of the location, technological advancements and agenda timelines.
- Rearranging the Sections to allow public comment closer to the beginning of the meeting.
- Clarifying agenda item requests by a Board Member or at the request of the Board Majority.

FISCAL IMPACT: N/A

RECOMMENDATION: Motion to approve the revised Board of Supervisors Rules and Procedures.

ATTACHMENTS:

Rules_and_Procedures_Final__03.19.26.pdf
UPDATED_RULES_OF_PROCEDURES_-_Revised_08-20-2025.pdf

ADOPTED 5/8/2013
REVISED 11/20/13
REVISED 12/18/13
REVISED 2/12/14
REVISED 9/18/19
REVISED 08/20/25
REVISED 03/25/2026

~~Indian Trail Improvement District~~INDIAN TRAIL IMPROVEMENT DISTRICT

~~Board of Supervisors~~BOARD~~Supervisors~~ BOARD OF SUPERVISORS

RULES AND ~~OF~~ PROCEDURES FOR BOARD MEETINGS

POLICY: It is the policy ~~of~~for the Board of Supervisors of the Indian Trail Improvement District~~'s Board of Supervisors~~ that these Rules ~~of~~ and Procedures shall govern all official meetings ~~of the Board of Supervisors~~. The Members of the Board of Supervisors, ~~S~~staff and the ~~P~~public shall adhere to these rules and decorum. The ultimate determination of procedural matters shall rest with the President subject to appeal by the Board Members, and, if so appealed, a majority vote of all Board Members present shall prevail.

MEETING VENUE: The Board of Supervisors Regular Meeting, Special Meeting, Emergency Meeting, Workshops or other types of formal meetings shall take place at the District Administration Building at 14376 61st Street North, West Palm Beach, Florida 33412. If not, then the meeting location must be noted in bold. The District will make the best effort to stream meetings. The meetings will be available for live and post viewing through the District's YouTube Channel. Zoom will be available for formal meeting participants such as Supervisors unable to attend, staff, external elected officials or government staff, consultants, presenters and panelists.

RULES OF PROCEDURE:

1. **GOVERNING RULES**

   Except as may be provided by these rules or by law, questions of order, the methods of organization and the conduct of business of the Board shall be governed by Roberts' Rules of Order in all cases in which they are applicable.

2. **REGULAR/WORKSHOP MEETINGS**

   The Board will typically hold its regular meetings on the 3rd Wednesday of each month. The Board will conduct workshops on an as needed basis, and may include agenda items and other matters presented for formal action in addition to workshop presentations. Regular Meetings scheduled to be conducted the day after a legal holiday may be rescheduled. A schedule will be distributed prior to each fiscal year

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listing the dates of all anticipated meetings of the Board. Regular Meetings shall typically commence at 6:0030 P.M. and conclude on or before 101:00 P.M. In the event the Board Meeting needs to continue beyond 101:00 P.M., a majority vote of the Board is required to continue the Board Meeting until 11:00 P.M. The Board Meeting shall conclude no later than 11:00 P.M. If the Board has not completed the scheduled business by that time, the meeting shall be recessed and reconvened at a date and time determined by the Board to address any remaining agenda items. Workshop Meetings shall typically commence at 4:30 P.M. or later. Scheduled meetings may be postponed or canceled by a motion approved at a Regular Meeting by a majority of the Board Members present or as determined by the Board President. Further notice need not be published. All meetings shall be held in the District Administrative Office or such place as may be approved by motion at a Regular Meeting by a majority of Board members present and shall be open to the Public.

The Board shall hold meetings monthly for the purpose of considering such matters in which the Board is vested jurisdiction. Conduct of business at such meetings shall be governed by these rules, where applicable, except where preempted by statute or other law. No other matters may be considered or determined unless the provisions of Rule No. 4 have been met.

3. SPECIAL MEETINGS, EMERGENCY MEETINGS

A. Special Meeting. A Special Meeting of the Board may be called by the majority of the Members of the Board or by the Executive Director. Whenever a special Meeting is called, notice shall be given stating the date, hour and place of the meeting and the purpose for which such meeting is called and no other business shall be transacted at that Meeting.

B. Emergency Meeting. An Emergency Meeting of the Board may be called by the President or Executive Director whenever in his/her opinion an emergency exists which requires immediate action by the Board. Whenever such an emergency Meeting is called, the President shall notify the Executive Director or vice versa who shall serve either verbal or written notice upon each member of the Board, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least 24 hours shall elapse between the time the Executive Director receives notice of the meeting and the time the meeting is to be held. If because of the nature of the emergency it was impossible to give notice to each Board Member or it was impossible to let 24 hours elapse between the time the Executive Director receives notice of the meeting and

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the time the meeting is held, such failure shall not affect the legality of the meeting. Any action taken at an Emergency Meeting shall be ratified at the next Regular Board Meeting.

C. Minutes: Open Meetings. The Minutes of each Special or Emergency Meeting shall show the manner and method by which notice of such special or emergency Meeting was given. (See paragraph D. below) Minutes thereof shall be kept by the Secretary. All Special or Emergency Meetings shall be open to the Public and shall be held in the District's Administrative Office or other suitable public building.

D. Notice. No special or emergency meeting shall be held unless notice thereof shall be given in compliance with the provisions of this section. Reasonable public notice sufficient to comply with the provision and intent of Chapter 189, Florida Statutes, must be given and in no event may be waived.

4. AGENDA

There shall be an official agenda for every Meeting of the Board, which shall be determine the order of business conducted at the meeting. The agenda format shall be in substantially similar form as set forth below.

TYPICAL REGULAR BOARD MEETING AGENDA FORMAT

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ~~PRESIDENT'S~~ WELCOMING REMARKS
   - 1.1 President
   - 1.2 Supervisor (Remarks limited to one (1) minute)
5. AGENDA APPROVAL
   - 5.1 Additions, Deletions, Substitutions
6. PRESENTATIONS

~~6.~~7. PUBLIC COMMENT (Items not included on Agenda)

8. SUPERVISOR BUSINESS ~~AND CLOSING COMMENTS~~ (Discussion Only. Following discussion, if action is desired, a motion must be made to place the item on the next agenda for consideration.)

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~~7.~~9. CONSENT AGENDA, INCLUDING APPROVAL OF MINUTES

10. FACILITIES, PARKS & RECREATION

~~8.~~11. REGULAR AGENDA

~~9.~~12. INTERGOVERNMENTAL UPDATES AND PERMITS

~~10. PUBLIC INPUT (NON-AGENDA ITEMS)~~

~~11. FACILITIES, PARKS & RECREATION AGENDA~~

~~12. CONSENT AGENDA, INCLUDING APPROVAL OF MINUTES~~

13. STAFF UPDATES ~~PRESENTATIONS (No Action Required)~~

14. REPORTS (Receive and File)

15. ADJOURNMENT

Note that Section 189.069(2)(a)16., Florida Statutes, provides that "[a]t least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information" shall be posted, along with other items, "at a minimum," on a district's official website. ~~.~~

The Board shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless a majority of the Board grants approval to the presentation thereof for consideration, discussion, and direction only. Action may be authorized if such item is considered an emergency.

~~Regular Agenda. Regular Agenda Items are items which the Board will discuss individually in the order listed on the Agenda, unless otherwise reorganized upon a duly passed motion of the Board. The Executive Director Executive Director shall prepare the Board Meeting Agenda with input from the District Attorney and District Engineer with approval by the President.~~

Public Comment. Members of the Public may address the Board under "Public Comment" for matters that are not items on the Agenda.

Supervisor Business. The purpose of Supervisor Business is to promote the public discussion of matters relating to District business and to encourage the dissemination of information. Any Supervisor may submit reports and information on items relating to District business. When possible, Staff should receive information in advance. The Board may also request the preparation of resolutions, reports and legal documents, and other actions of the Board, during this portion of the agenda.

A Board Member may request to add an item to a future agenda. The agenda placement of the item will be dependent upon the scope of information or work product necessary to fulfill the request. If the majority of the Board does not agree with the item based on a justifiable reason or reasons such as cost limitations, then a motion may be made to not place it on a future Board Agenda. Any

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Agenda Item may be pulled or tabled during the Agenda Approval Section of any meeting if the majority of the Board approves its removal.

All such requests shall be referred to the Executive Director, General Counsel, or District Engineer as appropriate, and shall be properly prepared for formal consideration as soon as possible at a Regular Meeting of the Board of Supervisors or as appropriate. Official actions may be taken under comments in an emergency or for other situations as may be determined by a majority of the Board.

Consent Agenda. Consent agenda items are typically routine in nature, non-controversial, and do not deviate from past Board direction or policy. They usually do not require Board comment and are voted on as a group. Any item may be pulled by a Supervisor for discussion at the time of Agenda approval.

Facilities, Parks & Recreation Agenda. This agenda item will address matters exclusively related to Facilities, Parks, and Recreation. Discussions will focus on topics such as long-term rental amenities, service provider agreements, special events, and one-time programming to ensure the effective management and enhancement of the District's recreational offerings.

Regular Agenda. Regular Agenda Items are items which the Board will discuss individually in the order listed on the Agenda, unless otherwise reorganized upon a duly passed motion of the Board. The Executive Director shall prepare the Board Meeting Agenda with input from the General Counsel and District Engineer with approval by the President.

Intergovernmental Updates and Permits. This agenda item will consist of developments in surrounding municipalities and intergovernmental organizations. The Board will monitor specific governmental entities and share updates during meetings to evaluate how these developments may influence the District's future operations and priorities.

~~Public CommentInput. Members of the Public may address the Board under "Public CommentInput" for mMatters and discuss issues related to specific Discussion/Presentation items following the Agenda item and prior to Board action~~.

~~Facilities, Parks & Recreation Agenda. This agenda item will address matters exclusively related to Facilities, Parks, and Recreation. Discussions will focus on topics such as rental amenities, service provider agreements, special events, and one-time programming to ensure the effective management and enhancement of the District's recreational offerings.~~

~~Supervisor Business and Closing Comments. The purpose of Supervisor Business and Closing Comments is to promote the Public discussion of matters relating to District business and to encourage the dissemination of information. Any Supervisor may submit reports and information on items relating to District business. When possible, Staff should receive information in advance.~~

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~~The Board may also request the preparation of resolutions, reports and legal documents, and other actions of the Board, during this portion of the agenda. All such requests shall be referred to the Administrator, Attorney, or Engineer as appropriate, and shall be properly prepared for formal consideration as soon as possible at a Regular Meeting of the Board of Supervisors or as appropriate. Official actions may be taken under comments in an emergency or for other situations as may be determined by a majority of the Board.~~

Creation and Delivery of Agenda. The Executive Director in conjunction with the General Counsel and District Engineer shall create each Meeting Agenda with any additions as requested by the Board at a previous meeting. The Board President will confirm that all items are sufficient and meet the expectation of the Board prior to final approval and delivery. Items that were requested by the Board or Board Members may not be removed or stricken during this process. When there is a time certain Agenda item request by the Board or a Board Member and there are unforeseen issues with the completion of the item, it will be duly noted in the Agenda Item's description with a request by staff for the Board to consider moving it to the next Agenda. ~~make every effort to deliver a complete~~

The agenda package will be available to the ~~District~~ Board of Supervisors no later than ~~5~~6:00 P.M. SEVEN (7) calendar days ~~on the Wednesday~~ preceding the ~~Wednesday~~ Regular Board ~~m~~Meeting. The ~~A~~agenda packages for Special and Emergency Meetings will be distributed in as timely a manner as possible. An outline of the Agenda with limited information and backup which may be subject to final changes will be provided to the Board of Supervisors TEN (10) calendar days prior to the Regular Board Meeting.

Emergency Items. In the event of an unforeseen/emergency situation (defined as strongly relevant to the health, safety and/or welfare of the residents of Indian Trail Improvement District), where an agenda item must be presented to the Board without undergoing the normal submittal and review process, the item may be added to the agenda upon approval of the President or the Executive Director. The Board should be apprised of the issue with as much advance notice as possible preceding a scheduled Board Meeting.

Other Meeting agendas, such as for workshops, shall be produced by Administration in such format that is appropriate for the meeting.

5. PRESIDENT AS PRESIDING OFFICER; VICE-PRESIDENT; DUTIES

Duties. The President of the Board of Supervisors shall preside as Chair ~~at~~ for all meetings at which s/he is present. In the absence of the President, the Vice-President of the Board shall preside. In the absence of the President and Vice-President, the Secretary shall determine whether a quorum is present and in that event shall call for the election of a temporary chair. Upon the arrival of the President or the Vice-President, the temporary Chair shall relinquish the Chair upon the conclusion of the business immediately before the Board.

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The President shall call the Board to order at the designated time for the Meeting. The presiding officer shall preserve strict order and decorum at all meetings of the Board. S/he shall state every question coming before the Board and announce the decision of the Board on all matters coming before it. A majority vote of the Board Members present shall govern and conclusively determine all questions of order not otherwise covered. The presiding officer may vote on all questions. In the absence of the President, the Vice-President shall perform the duties and functions of the President until his/her return and resumption of duty.

Signature by the President. Items reviewed and approved by the Board for the President's signature will be delivered to the President for signature. When the items have been signed, the documents will be released to the Secretary to be attested and sealed. If the President is not able to sign items, the items shall be delivered to the Vice-President for signature. If the President and Vice-President are not able to sign items in a timely manner and there is a need to obtain an immediate signature, any Board Member may sign a document which is otherwise in accordance with these Rules of Procedure and other policies and procedures of the District. Strict adherence to this procedure is necessary to ensure the integrity of the documents and particularly to expedite handling those items with time constraints.

Election, Term of Office. The President and Vice-President shall be elected from and by the M~~m~~embers of the Board of Supervisors. The term of these offices shall be for approximately one (1) year from the date of the Election of Officers. Election of Officers shall take place ~~every~~ during the Regular Board of Supervisor Meeting in December of each year. In the event the President relinquishes his or her office, the Vice-President shall be appointed President until the term expires. In the event the office of the Vice-President becomes vacant, the Board shall elect a new Vice-President to serve until the term expires.

6. ROLL CALL

Before proceeding with the business of the Board, the President or his/her designee shall call the roll of the members in attendance. The names of those Board Members present shall be entered in the Minutes.

7. QUORUM

A simple majority of the entire Board shall constitute a quorum. No resolution or motion shall be adopted by the Board without the affirmative vote of the majority of the Board Members present.

Should no quorum attend within a maximum of 30 minutes after the hour appointed for the meeting of the Board, the President or the Vice-President or, in their absence, the Secretary or his/her designee, may recess the meeting until the next day, unless by unanimous agreement those members may select another hour or day. The names of the members

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present and their action at such meeting shall be recorded in the minutes by the Secretary.

8. ORDER OF BUSINESS

All meetings of the Board shall be open to the Public. Promptly at the hour set for each meeting, the Members of the Board, the Executive Director or his/her designee, the ~~Attorney~~ General Counsel and the District Engineer, shall take their place in the District Administrative Meeting Room and the business of the Board shall be taken up for consideration and disposition in accordance with the Agenda for the Meeting. Any departure from the order of business set forth in the official Agenda shall be made only upon majority vote of the Members of the Board present at the meeting.

9. RULES OF DEBATE

A. Question Under Consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to lay on the table, to postpone, to substitute, or to amend until the question is decided. These motions shall have preference in the order in which they are mentioned and the first two shall be decided without debate. Final action upon a pending motion may be deferred until a date certain by a majority of the members present.

B. As To The Chair. Upon relinquishing the Chair, the President or such other members of the Board as may be presiding may move and second, subject only to such limitations of debate as are by these rules imposed upon all Members.

C. Getting The Floor, Decorum. A Board Member shall be deemed to have yielded the floor when s/he has finished speaking. A Member may claim the floor only when no other Board Member has been recognized. To claim the floor, a Board Member shall indicate the desire to speak by pressing the designated request button and shall not begin speaking until recognized by the President. The President shall recognize Members in the order in which requests are made. ~~one else has it.~~ A Board Member who claims the floor first shall be recognized first, unless another Member claiming the floor presented the motion and has not yet spoken. The President shall always recognize other Members. Other recognition shall be at the President's discretion. Members shall refrain from speaking adversely on a prior motion not pending and from speaking against their own motions. All Board Members shall maintain decorum. Board Members shall respect the authority of the President to conduct orderly meetings. Board Members shall not engage in disruptive behavior, including shouting, profanity, or walking out in protest without proper adjournment procedures. If a disagreement arises, Board Members shall address concerns through appropriate channels rather than engaging in public confrontations.

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D. Interruption. A Board Member may request, to or through the President, a Point of Information to obtain relevant information, subject to the consent of the speaking member. A Member may make a Parliamentary Inquiry requesting information or the President's opinion on the rules. A Member may make a Point of Order challenging a breach of the rules or a ruling of the President. If a member is speaking when a Point of Order is made, s/he shall cease speaking until the President rules or submits the decision to the Board. By motion and second, a decision of the President on a Point of Order may be appealed to the Board and, without debate, the President shall submit to the Board the question, "Shall the decision of the President be sustained?", and the Board shall decide by a majority vote.

E. Code of Civility

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WE PLEDGE:

- To be respectful of other Board Members, Staff, speaking guest and residents
- To have thoughtful discussions and when we disagree, we will do so in a respectful manner, without shouting, name calling and fighting.
- To keep comments on the subject matter at hand.
- To treat others as we want to be treated.
- To understand that the "world" is watching and our behavior reflects who we are and affects the behavior of others
- To work together as a team and acknowledge we are much stronger together.
- To understand that there will be consequences for our words and actions.
- In the event of uncivil behavior, the Board may take one or more of the following actions:
    - Verbal Warning
    - Formal Reprimand
    - Removal from Board Committee Assignments
    - Removal from Board Officer Assignments
- The Board Member subject to disciplinary action shall have the opportunity to respond and present a defense. The Board may choose to review or discuss the

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incident at a future meeting, but a Special Meeting is not required to address these matters.

- When a supervisor thinks that any Rule of Procedure or portion of the Code of Civility is not being followed, he or she can make a "Point of Order", thereby calling upon the President for a rolling and an enforcement of the rules.

FE. Reconsideration. Action of the Board may be reconsidered at the same meeting or the very next meeting of the Board sitting in the same capacity or a like capacity when the principal action was taken. A motion for reconsideration may only be made by a member who voted on the prevailing side of the question and with the concurrence of a majority of those present on the date that the reconsideration was requested. A motion for reconsideration may not be entertained (1) at a subsequent meeting in the event of an affirmative vote, whose provisions have been partly carried out; (2) in the case of an affirmative vote in the nature of a contract when the party to the contract has been notified of the outcome; or (3) in the case of any vote which has caused something to be done that it is impossible to undo. Adoption of a motion to reconsider shall rescind the action reconsidered.

G. Board Unity and Official Representation. Individual Supervisors may express their personal opinions; however, once the Board has taken official action, Supervisors must not publicly advocate a contrary position in their official capacity.

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10. MINUTES

The minutes of a Meeting, when approved by the Board and signed by the President and the Secretary, shall be considered approved. The minutes of prior meetings may be approved by a majority of the Members present, and upon such approval, shall become the official minutes.

11. VOTING

A. Method. The President shall ask the members whether they are in favor or opposed to the motion on the floor and shall announce the results which will be recorded by the Secretary. The vote upon any resolution, motion, or other matter may be by voice vote, provided that the President or any Board Members may ask a roll call vote to be taken. A silent vote of the Board indicates approval of the Agenda item. The maker of the motion must be present when a vote is taken on the motion.

B. Conflict of Interest. No Board Member shall participate in the discussion or vote upon any matter under consideration wherein s/he has a conflict of interest as defined in Chapter 112 of the Florida Statutes, as amended.

C. Vote Change. Any Board Member may change his/her vote before the next item is called for consideration or before a recess or adjournment is called, whichever occurs first.

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D. Tie Votes. A tie vote shall result in the failure of the motion; however, the results of the vote shall not be considered an outcome in favor of or opposed to the item before the Board.

12. ADDRESSING THE BOARD OF THE BOARD OF SUPERVISORS

The Board recognizes the importance of protecting the right of the public to express their opinions on the operation of district government and encourages public participation in the local government process. The Board also recognizes the necessity for conducting orderly and efficient meetings so that District business may be completed in a timely manner. Members of the Public shall be given a reasonable opportunity to be heard on each Board agenda item except as provided herein. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the ~~decision-making~~decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action. The Public is encouraged to utilize other available channels of communication to express their opinions and comments. Members of the Public wishing to speak at public meetings, either under general "Public Input" or regarding Agenda items, shall comply with the procedures set forth below.

Exceptions to Right of Public Comment:

A. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act; or

B. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations; or

C. A meeting that is exempt from §286.011, Florida Statutes.

Allotted time. Each member of the Public shall be limited to a maximum speaking time of three minutes. The Chair may allow a member of the Public to extend the maximum speaking time, but to no more than ten minutes, by the use of another speaker's allotted time. In the event more than a total of twenty members of the Public indicate their desire to speak on the same or related subject, the Chair may establish a maximum time limit, not to exceed one hour, for public comments. In the interest of maintaining the efficient and orderly conduct of District business, the Chair may also assign time limits for groups or factions supporting, opposing or expressing neutrality on any item to address the Board. Members of a group or faction are encouraged to appoint one or more persons to speak on their behalf during the time allotted for the item at issue. Notwithstanding the provisions of this section, the Chair shall have the discretion to adjust speaking time limits as he or she deems appropriate and necessary to fit the amount of time allotted for discussion of an item.

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Relevancy. Each Public comment must be relevant to the agenda item/motion at issue. The presiding officer may curtail inappropriate, irrelevant or repetitious comments.

Public Comment Cards.

A. Any member of the general public wishing to speak before the Board shall complete an online comment form (i.e.: "comment card"). For those who wish to fill out a paper comment card, ~~and~~ the speaker must present the card in a designated box for ~~to~~ Staff. Both online forms and comment cards must be submitted before the Agenda Approval Section. ~~located in the District Board Meeting Room who~~. A staff person will ~~then forward~~provide the card to the President or Vice President who will call each speaker to the podium~~Chair~~. ~~Comment Cards must be submitted before individual is called to speak.~~ These online comment forms and "comment cards" are ~~considered~~ public documents and subject to review upon a public records request. ~~Comment cards will be accepted until an Agenda Item is up for discussion.~~ Lack of response to public comment "from the Board, Staff or Consultants" does not constitute agreement.

B. When submitting an online comment form ~~comment card online~~, ensure that the correct meeting and agenda item are selected. ~~When utilizing the public comment using Zoom, individuals must fill out a comment card with the same name being used to access Zoom. Click the raise hand feature and wait to be called at which time your microphone will be turned on.~~

C. Public Ccomments that are to be read into the record by either a Board Member or staff must ~~can~~ be submitted via email at commentcard@indiantrail.com by 3:00 PM the day of the Meeting, and in person ~~by & 7:30PM at the Meeting~~prior to the Agenda Approval Section.

Dissemination of Information. Any member of the Public desiring to submit information to the Board may do so only when they are recognized to speak and are at the podium. Only information relevant to an agenda item will be received and filed. Due to time constraints, there shall be no expectation that the Board will read any information submitted at a Board meeting, but rather, same will be received and filed and become part of the record. The District encourages ~~E~~early submission of information relevant to an item appearing for Board consideration ~~is encouraged~~.

Manner. Each person addressing the Board shall step up to the podium, and shall give his/her name in an audible tone of voice for the Minutes. All remarks shall be addressed to the Board as a body and not to any Board Member thereof. No person other than Board Members and the person having the floor shall be permitted to enter into any discussion, either directly or through a Member of the Board, without the permission of the presiding officer. No question shall be asked directly to a Board Member or to ~~S~~staff except through the presiding officer.

Workshops. Public comment will be accepted at the discretion of the Board.

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Presentation Format. As a general rule, when the Board considers issues during which the general Public is invited to offer comment, the order of presentation shall be as follows:

1. District ~~S~~staff or consultants present~~s~~ detail of the issue
~~1.~~2. Board Questions to staff or consul
~~2.~~3. Comments by the Public
~~3.~~4. Board discussion and official action

Decorum. While addressing the Board, members of the public shall maintain orderly conduct and proper decorum. The following conduct is prohibited:

1. Yelling, shouting, or speaking over Board members, staff, or other speakers;
2. Physical gestures, movements, or behavior that disrupt or impede the orderly conduct of the meeting;
3. Comments directed personally against a Supervisor, staff member, or member of the audience. (This maintains mutual respect between the participants.)
4. Comments that are unrelated to District business or that constitute true threats, incitement, or materially disruptive harassment.
5. Repetitive interruptions after a ruling by the President;
6. Refusal to relinquish the podium or cease speaking after the expiration of allotted time;
7. Members of the audience shall not engage in applause, booing, chanting, shouting, or other audible or physical demonstrations that disrupt or impede the orderly conduct of the meeting.

Enforcement

1. **Warning.** The President shall identify the disruptive conduct and issue a verbal warning.
2. **Termination of Comments.** If the conduct continues, the President may direct the speaker to conclude remarks.
3. **Removal.** Any person who, after warning, continues to disrupt the orderly conduct of the meeting may be removed from the meeting at the direction of the President with assistance from law enforcement personnel if necessary. In the absence of the President, the Vice President shall have the authority to direct such removal. Any removal shall apply only for the duration of the meeting and shall be based solely on disruptive behavior, not on the content or viewpoint of the individual's speech. Nothing herein shall be construed to prohibit criticism of the District, the Board, District staff, or District actions.

Nothing in this policy shall be interpreted to restrict speech based on viewpoint. Enforcement shall be based solely on conduct that materially disrupts the meeting or prevents the Board from conducting its business

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~~Members of the Public shall at all times maintain orderly conduct and proper decorum in a meeting. Any person making angry, personal, vulgar, impertinent or slanderous remarks or who becomes boisterous, belligerent or disruptive while addressing the Board shall be barred from further audience before the Board, unless permission to continue or again address the Board is granted by the majority vote of the Board Members present.~~

Persons Authorized Beyond the Podium. No person, except District officers or their representatives, shall be permitted to advance upon the Board beyond the podiums in front of the Board's dais. Any person who advances beyond this delineated area without permission from the presiding officer may be subject to removal from the District Administration Meeting Room by District security/Sheriff deputy.

Reasonable Use of Personal Mobile Devices. – The Board and Public should be mindful of the use of personal mobile devices and should limit such use during the Board and the Workshop Meetings. All cell phones, cameras or other recording devices shall be on silent mode.

13. COMMITTEES

Whenever the Board deems it necessary or desirable that the Board shall be represented at meetings, conferences or other occasions involving other governmental entities, agencies, officials or groups, or nongovernmental organizations, departments, agencies or officials of the District, the Board may designate members of the Board or the President, in the absence of a Board Meeting, may designate another Board Member or him/herself to represent the Board at such meetings, conferences or other occasions. Such representatives shall have no power to act for or on behalf of the Board, unless previously so authorized. Such representative shall report to the Board with regard to such meeting, conference, or other occasion.

14. RESOLUTIONS AND MOTIONS

When Action To Be Taken By Motion or Resolution. All actions of the Board shall be taken by motion or resolution. Actions on routine administrative matters may be taken by motion duly approved and recorded in the minutes of the Meeting.

Preparation of Resolutions For Presentation To The Board. The appropriate Staff when requested by the Board shall prepare Resolutions to be placed on the Board's agenda for adoption.

Numbering of Resolutions. All resolutions shall be numbered consecutively upon their passage.

Procedures for New or Amended Resolutions. If a need for a new or amended resolution is deemed necessary, the appropriate Staff will be directed to draft the resolution which will be scheduled for Board consideration.

Certifications of Appreciation should be done when honoring an individual or general

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accomplishment.

15. USE OF ELECTRONIC DEVICES DURING MEETINGS

In accordance with Florida Sunshine Law, and the Public Records Act, Supervisors shall not use personal or District-issued electronic devices during a Board meeting to communicate with other Supervisors or any third-party regarding matters that are pending or may foreseeably come before the Board. Any electronic communication made or received in connection with the transaction of District business, regardless of the device used, may constitute a public record and must be preserved and produced in accordance with Florida law. Personal communications unrelated to District business are permitted; however, Supervisors are encouraged to limit device use during meetings to avoid the appearance of nonpublic deliberation.

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165. DISTRICT EVENTS HELD IN OR ON DISTRICT FACILITIES/PROPERTY

The President will preside at all events at which s/he is present held in or on District Facilities/Property. In the absence of the President, the Vice-President of the District Board shall preside; in their absence or with their concurrence, the appropriate District Board Member may preside.

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ADOPTED 5/8/2013
REVISED 11/20/13
REVISED 12/18/13
REVISED 2/12/14
REVISED 9/18/19
REVISED 8/20/25

Indian Trail Improvement District

Board of Supervisors

RULES OF PROCEDURE

POLICY: It is the policy of the Indian Trail Improvement District's Board of Supervisors that these Rules of Procedure shall govern all official meetings of the Board of Supervisors. The Members of the Board, Staff and the Public shall adhere to these rules. The ultimate determination of procedural matters shall rest with the President subject to appeal by the Board Members, and, if so appealed, a majority vote of all Board Members present shall prevail.

RULES OF PROCEDURE:

1. GOVERNING RULES

Except as may be provided by these rules or by law, questions of order, the methods of organization and the conduct of business of the Board shall be governed by Roberts' Rules of Order in all cases in which they are applicable.

2. REGULAR/WORKSHOP MEETINGS

The Board will typically hold its regular meetings on the 3rd Wednesday of each month. The Board will conduct workshops on an as needed basis, and may include agenda items and other matters presented for formal action in addition to workshop presentations. Regular Meetings scheduled to be conducted the day after a legal holiday may be rescheduled. A schedule will be distributed prior to each fiscal year listing the dates of all anticipated meetings of the Board. Regular Meetings shall typically commence at 6:30 P.M. and conclude on or before 11:00 P.M. In the event the Board Meeting needs to continue beyond 11:00 P.M., a majority vote of the Board is required to continue the Board Meeting. Workshop Meetings shall typically commence at 4:30 P.M. or later. Scheduled meetings may be postponed or canceled by a motion approved at a Regular Meeting by a majority of the Board Members present or as determined by the Board President. Further notice need not be published. All meetings shall be held in the District Administrative Office or such

place as may be approved by motion at a Regular Meeting by a majority of Board members present and shall be open to the Public.

The Board shall hold meetings monthly for the purpose of considering such matters in which the Board is vested jurisdiction. Conduct of business at such meetings shall be governed by these rules, where applicable, except were preempted by statute or other law. No other matters may be considered or determined unless the provisions of Rule No. 4 have been met.

3. SPECIAL MEETINGS, EMERGENCY MEETINGS

A. Special Meeting. A Special Meeting of the Board may be called by the majority of the Members of the Board or by the District Administrator. Whenever a special Meeting is called, notice shall be given stating the date, hour and place of the meeting and the purpose for which such meeting is called and no other business shall be transacted at that Meeting.

B. Emergency Meeting. An Emergency Meeting of the Board may be called by the President or District Administrator whenever in his/her opinion an emergency exists which requires immediate action by the Board. Whenever such an emergency Meeting is called, the President shall notify the District Administrator or vice versa who shall serve either verbal or written notice upon each member of the Board, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least 24 hours shall elapse between the time the District Administrator receives notice of the meeting and the time the meeting is to be held. If because of the nature of the emergency it was impossible to give notice to each Board Member or it was impossible to let 24 hours elapse between the time the District Administrator receives notice of the meeting and the time the meeting is held, such failure shall not affect the legality of the meeting. Any action taken at an Emergency Meeting shall be ratified at the next Regular Board Meeting.

C. Minutes: Open Meetings. The Minutes of each Special or Emergency Meeting shall show the manner and method by which notice of such special or emergency Meeting was given. (See paragraph D. below) Minutes thereof shall be kept by the Secretary. All Special or Emergency Meetings shall be open to the Public and shall be held in the District's Administrative Office or other suitable public building.

D. Notice. No special or emergency meeting shall be held unless notice thereof shall be given in compliance with the provisions of this section. Reasonable public

notice sufficient to comply with the provision and intent of Chapter 189, Florida Statutes, must be given and in no event may be waived.

4. AGENDA

There shall be an official agenda for every Meeting of the Board, which shall be determine the order of business conducted at the meeting. The agenda format shall be in substantially similar form as set forth below.

TYPICAL REGULAR BOARD MEETING AGENDA FORMAT

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PRESIDENT'S WELCOMING REMARKS
    - 4.1 President
    - 4.2 Supervisor (Remarks limited to one (1) minute)
5. AGENDA APPROVAL
    - 5.1 Additions, Deletions, Substitutions
6. PRESENTATIONS
7. SUPERVISOR BUSINESS (Discussion Only)
8. REGULAR AGENDA
9. INTERGOVERNMENTAL UPDATES
10. PUBLIC INPUT (NON-AGENDAED ITEMS)
11. FACILITIES, PARKS & RECREATION AGENDA
12. CONSENT AGENDA, INCLUDING APPROVAL OF MINUTES
13. STAFF PRESENTATIONS (No Action Required)
14. REPORTS (Receive and File)
15. ADJOURNMENT

Note that Section 189.069(2)(a)16., Florida Statutes, provides that "[a]t least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information" shall be posted, along with other items, "at a minimum," on a district's official website.

The Board shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless a majority of the Board grants approval to the presentation thereof for consideration, discussion, and direction only. Action may be authorized if such item is considered an emergency.

Regular Agenda. Regular Agenda Items are items which the Board will discuss individually in the order listed on the Agenda, unless otherwise reorganized upon a duly passed motion of the Board. The District Administrator shall prepare the Board Meeting Agenda with input from the District Attorney and District Engineer with approval by the President.

Consent Agenda. Consent Agenda items are typically routine in nature, non-controversial, and do not deviate from past Board direction or policy. They usually do not require Board comment and are voted on as a group. Any item may be pulled by a Supervisor for discussion at the time of Agenda approval.

Public Input. Members of the Public may address the Board under "Public Input" Matters and discuss issues related to specific Discussion/Presentation items following the Agenda item and prior to Board action.

Facilities, Parks & Recreation Agenda. This agenda item will address matters exclusively related to Facilities, Parks, and Recreation. Discussions will focus on topics such as rental amenities, service provider agreements, special events, and one-time programming to ensure the effective management and enhancement of the District's recreational offerings.

Supervisor Business and Closing Comments. The purpose of Supervisor Business and Closing Comments is to promote the Public discussion of matters relating to District business and to encourage the dissemination of information. Any Supervisor may submit reports and information on items relating to District business. When possible, Staff should receive information in advance. The Board may also direct the preparation of resolutions, reports and legal documents, and other actions of the Board, during this portion of the agenda. All such requests shall be referred to the Administrator, Attorney, or Engineer as appropriate, and shall be properly prepared for formal consideration as soon as possible at a Regular Meeting of the Board of Supervisors or as appropriate. Official actions may be taken under comments in an emergency or for other situations as may be determined by a majority of the Board.

Delivery of Agenda. The District Administrator shall make every effort to deliver a complete agenda package to the District Supervisors no later than 5:00 P.M. on the Wednesday preceding the Wednesday meeting. Agenda packages for Special and Emergency Meetings will be distributed in as timely a manner as possible.

Emergency Items. In the event of an unforeseen/emergency situation (defined as strongly relevant to the health, safety and/or welfare of the residents of Indian Trail Improvement District), where an agenda item must be presented to the Board without undergoing the normal submittal and review process, the item may be added to the agenda upon approval of the President or the District Administrator. The Board should be apprised of the issue with as much advance notice as possible preceding a scheduled Board Meeting.

Other Meeting agendas, such as for workshops, shall be produced by Administration in such format that is appropriate for the meeting.

5. PRESIDENT AS PRESIDING OFFICER; VICE-PRESIDENT; DUTIES

Duties. The President of the Board of Supervisors shall preside as Chair at all meetings at which s/he is present. In the absence of the President, the Vice-President of the Board shall preside. In the absence of the President and Vice-President, the Secretary shall determine whether a quorum is present and, in that event, shall call for the election of a temporary chair. Upon the arrival of the President or the Vice-President, the temporary Chair shall relinquish the Chair upon the conclusion of the business immediately before the Board. The President shall call the Board to order at the designated time for the Meeting. The presiding officer shall preserve strict order and decorum at all meetings of the Board. S/he shall state every question coming before the Board and announce the decision of the Board on all matters coming before it. A majority vote of the Board Members present shall govern and conclusively determine all questions of order not otherwise covered. The presiding officer may vote on all questions. In the absence of the President, the Vice-President shall perform the duties and functions of the President until his/her return and resumption of duty.

Signature by the President. Items reviewed and approved by the Board for the President's signature will be delivered to the President for signature. When the items have been signed, the documents will be released to the Secretary to be attested and sealed. If the President is not able to sign items, the items shall be delivered to the Vice-President for signature. If the President and Vice-President are not able to sign items in a timely manner and there is a need to obtain an immediate signature, any Board Member may sign a document which is otherwise in accordance with these Rules of Procedure and other policies and procedures of the District. Strict adherence to this procedure is necessary to ensure the integrity of the documents and particularly to expedite handling those items with time constraints.

Election, Term of Office. The President and Vice-President shall be elected from and by the members of the Board. The term of these offices shall be for approximately one year

from the date of the Election of Officers. Election of Officers shall take place every December. In the event the President relinquishes his or her office, the Vice-President shall be appointed President until the term expires. In the event the office of the Vice-President becomes vacant, the Board shall elect a new Vice-President to serve until the term expires.

6. ROLL CALL

Before proceeding with the business of the Board, the President or his/her designee shall call the roll of the members in attendance. The names of those Board Members present shall be entered in the Minutes.

7. QUORUM

A majority of the entire Board shall constitute a quorum. No resolution or motion shall be adopted by the Board without the affirmative vote of the majority of the Board Members present.

Should no quorum attend within a maximum of 30 minutes after the hour appointed for the meeting of the Board, the President or the Vice-President or, in their absence, the Secretary or his/her designee, may recess the meeting until the next day, unless by unanimous agreement those members may select another hour or day. The names of the members present and their action at such meeting shall be recorded in the minutes by the Secretary.

8. ORDER OF BUSINESS

All meetings of the Board shall be open to the Public. Promptly at the hour set for each meeting, the Members of the Board, the District Administrator or his/her designee, the Attorney and the District Engineer, shall take their place in the District Administrative Meeting Room and the business of the Board shall be taken up for consideration and disposition in accordance with the Agenda for the Meeting. Any departure from the order of business set forth in the official Agenda shall be made only upon majority vote of the Members of the Board present at the meeting.

9. RULES OF DEBATE

A. Question Under Consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to lay on the table, to postpone, to substitute, or to amend until the question is decided. These motions shall have preference in the order in which they are mentioned and the first two shall be decided without debate. Final action upon a pending motion may be deferred until a date certain by a majority of the members present.

B. As To The Chair. Upon relinquishing the Chair, the President or such other members of the Board as may be presiding may move and second, subject only to such limitations of debate as are by these rules imposed upon all Members.

C. Getting The Floor, Decorum. A Board Member shall be deemed to have yielded the floor when s/he has finished speaking. A Member may claim the floor only when no one else has it. A Board Member who claims the floor first shall be recognized first, unless another Member claiming the floor presented the motion and has not yet spoken. The President shall always recognize other Members. Other recognition shall be at the President's discretion. Members shall refrain from speaking adversely on a prior motion not pending and from speaking against their own motions. All Board Members shall maintain decorum.

D. Interruption. A Board Member may request, to or through the President, a Point of Information to obtain relevant information, subject to the consent of the speaking member. A Member may make a Parliamentary Inquiry requesting information or the President's opinion on the rules. A Member may make a Point of Order challenging a breach of the rules or a ruling of the President. If a member is speaking when a Point of Order is made, s/he shall cease speaking until the

President rules or submits the decision to the Board. By motion and second, a decision of the President on a Point of Order may be appealed to the Board and, without debate, the President shall submit to the Board the question, "Shall the decision of the President be sustained?", and the Board shall decide by a majority vote.

E. Code of Civility

WE PLEDGE:

- To be respectful of other Board Members, Staff, speaking guest and residents.
- To have thoughtful discussions and when we disagree, we will do so in a respectful manner, without shouting, name calling and fighting.
- To keep comments on the subject matter at hand.
- To treat others as we want to be treated.
- To understand that the "world" is watching and our behavior reflects who we are and affects the behavior of others.

- To work together as a team and acknowledge we are much stronger together.

- To understand that there will be consequences for our words and actions.

- In the event of uncivil behavior, the Board may take one or more of the following actions:

    - Verbal Warning
    - Formal Reprimand
    - Removal from Board Committee Assignments
    - Removal from Board Officer Assignments

- The Board Member subject to disciplinary action shall have the opportunity to respond and present a defense. The Board may choose to review or discuss the incident at a future meeting, but a Special Meeting is not required to address these matters.

- When a Supervisor thinks that any Rule of Procedure or portion of the Code of Civility is not being followed, he or she can make a "Point of Order", thereby calling upon the President for a ruling and an enforcement of the rules.

F. Reconsideration. Action of the Board may be reconsidered at the same meeting or the very next meeting of the Board sitting in the same capacity or a like capacity when the principal action was taken. A motion for reconsideration may only be made by a member who voted on the prevailing side of the question and with the concurrence of a majority of those present on the date that the reconsideration was requested. A motion for reconsideration may not be entertained (1) at a subsequent meeting in the event of an affirmative vote, whose provisions have been partly carried out; (2) in the case of an affirmative vote in the nature of a contract when the party to the contract has been notified of the outcome; or (3) in the case of any vote which has caused something to be done that it is impossible to undo. Adoption of a motion to reconsider shall rescind the action reconsidered.

10. DISTRICT EVENTS HELD IN OR ON DISTRICT FACILITIES/PROPERTY

The President will preside at all events at which s/he is present held in or on District Facilities/Property. In the absence of the President, the Vice-President of the District Board shall preside; in their absence or with their concurrence, the appropriate District Board Member may preside.

11. MINUTES

The minutes of a Meeting, when approved by the Board and signed by the President and the Secretary, shall be considered approved. The minutes of prior meetings may be approved by a majority of the Members present, and upon such approval, shall become the official minutes.

12. VOTING

A. Method. The President shall ask the members whether they are in favor or opposed to the motion on the floor and shall announce the results which will be recorded by the Secretary. The vote upon any resolution, motion, or other matter may be by voice vote, provided that the President or any Board Members may ask a roll call vote to be taken. A silent vote of the Board indicates approval of the Agenda item. The maker of the motion must be present when a vote is taken on the motion.

B. Conflict of Interest. No Board Member shall participate in the discussion or vote upon any matter under consideration wherein s/he has a conflict of interest as defined in Chapter 112 of the Florida Statutes, as amended.

C. Vote Change. Any Board Member may change his/her vote before the next item is called for consideration or before a recess or adjournment is called, whichever occurs first. Tie Votes. A tie vote shall result in the failure of the motion; however, the results of the vote shall not be considered an outcome in favor of or opposed to the item before the Board.

D. Tie Votes. A tie vote shall result in the failure of the motion; however, the results of the vote shall not be considered an outcome in favor of or opposed to the item before the Board.

13. ADDRESSING THE BOARD OF THE BOARD OF SUPERVISORS

The Board recognizes the importance of protecting the right of the public to express their opinions on the operation of district government and encourages public participation in the local government process. The Board also recognizes the necessity for conducting orderly and efficient meetings so that District business may be completed in a timely manner. Members of the Public shall be given a reasonable opportunity to be heard on each Board agenda item except as provided herein. The opportunity to be heard need not occur at the

same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action. The Public is encouraged to utilize other available channels of communication to express their opinions and comments. Members of the Public wishing to speak at public meetings, either under general "Public Input" or regarding Agenda items, shall comply with the procedures set forth below.

Exceptions to Right of Public Comment:

A. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act; or

B. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations; or

C. A meeting that is exempt from §286.011, Florida Statutes.

Allotted time. Each member of the Public shall be limited to a maximum speaking time of three minutes. The Chair may allow a member of the Public to extend the maximum speaking time, but to no more than ten minutes, by the use of another speaker's allotted time. In the event more than a total of twenty members of the Public indicate their desire to speak on the same or related subject, the Chair may establish a maximum time limit, not to exceed one hour, for public comments. In the interest of maintaining the efficient and orderly conduct of District business, the Chair may also assign time limits for groups or factions supporting, opposing or expressing neutrality on any item to address the Board. Members of a group or faction are encouraged to appoint one or more persons to speak on their behalf during the time allotted for the item at issue. Notwithstanding the provisions of this section, the Chair shall have the discretion to adjust speaking time limits as he or she deems appropriate and necessary to fit the amount of time allotted for discussion of an item.

Relevancy. Each Public comment must be relevant to the agenda item/motion at issue. The presiding officer may curtail inappropriate, irrelevant or repetitious comments.

Public Comment Cards. Any member of the general public wishing to speak before the Board shall complete a "comment card" and present the card to Staff located in the District Board Meeting Room who will then forward the card to the Chair. These "comment cards" are considered public documents. Comment cards will be accepted until an Agenda Item is up for discussion. Lack of response to public comment "from the Board, Staff or Consultants" does not constitute agreement.

Dissemination of Information. Any member of the Public desiring to submit information to the Board may do so only when they are recognized to speak and are at the podium. Only information relevant to an agenda item will be received and filed. Due to time constraints, there shall be no expectation that the Board will read any information submitted at a Board meeting, but rather,

same will be received and filed and become part of the record. Early submission of information relevant to an item appearing for Board consideration is encouraged.

Manner. Each person addressing the Board shall step up to the podium, and shall give his/her name in an audible tone of voice for the Minutes. All remarks shall be addressed to the Board as a body and not to any Board Member thereof. No person other than Board Members and the person having the floor shall be permitted to enter into any discussion, either directly or through a Member of the Board, without the permission of the presiding officer. No question shall be asked a Board Member or Staff except through the presiding officer.

Workshops. Public comment will be accepted at the discretion of the Board.

Presentation Format. As a general rule, when the Board considers issues during which the general Public is invited to offer comment, the order of presentation shall be as follows:

1. District Staff presents detail of the issue
2. Comments by the Public
3. Board discussion and official action

Decorum. Members of the Public shall at all times maintain orderly conduct and proper decorum in a meeting. Any person making angry, personal, vulgar, impertinent or slanderous remarks or who becomes boisterous, belligerent or disruptive while addressing the Board shall be barred from further audience before the Board, unless permission to continue or again address the Board is granted by the majority vote of the Board Members present.

Persons Authorized Beyond the Podium. No person, except District officers or their representatives, shall be permitted to advance upon the Board beyond the podiums in front of the Board's dais. Any person who advances beyond this delineated area without permission from the presiding officer may be subject to removal from the District Administration Meeting Room by District security/Sheriff deputy.

Reasonable Use of Personal Mobile Devices. – The Board and Public should be mindful of the use of personal mobile devices and should limit such use during the Board and the Workshop Meetings.

14. COMMITTEES

Whenever the Board deems it necessary or desirable that the Board shall be represented at meetings, conferences or other occasions involving other governmental entities, agencies, officials or groups, or nongovernmental organizations, departments, agencies or officials of the District, the Board may designate members of the Board or the President, in the absence of a Board Meeting, may designate another Board Member or him/herself to represent the Board at such meetings, conferences or other occasions. Such representatives shall have no power to act for or on behalf of

the Board, unless previously so authorized. Such representative shall report to the Board with regard to such meeting, conference, or other occasion.

15. RESOLUTIONS AND MOTIONS

When Action To Be Taken By Motion or Resolution. All actions of the Board shall be taken by motion or resolution. Actions on routine administrative matters may be taken by motion duly approved and recorded in the minutes of the Meeting.

Preparation of Resolutions For Presentation To The Board. The appropriate Staff when requested by the Board shall prepare Resolutions to be placed on the Board's agenda for adoption.

Numbering of Resolutions. All resolutions shall be numbered consecutively upon their passage.

Procedures for New or Amended Resolutions. If a need for a new or amended resolution is deemed necessary, the appropriate Staff will be directed to draft the resolution which will be scheduled for Board consideration.

Certifications of Appreciation should be done when honoring an individual or general accomplishment.

H:\C&P Clients\Indian Trail\Policies

AGENDA ITEM NO. 11.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: April 15, 2026

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: Updates have been made to the Facilities, Parks and Recreation Policies and Procedures that was previously Approved on April 17th, 2024, and revised on November 12th, 2025.

These changes are as follows:

(Policy changes can be found in red)

Page 7, Section 4: Hours of Operation - Added Administration Building as a Board Approved Facility rental location.

Page 9 Section 6 (i): General Operating Regulations - Added Percentage Rate Fee Structure for Organization/Instructors conducting business on District property.

Pages 64 Exhibit "I": - Added Percentage Rate Rental Fees.

FISCAL IMPACT: No Fiscal Impact

RECOMMENDATION: Motion to approve the updated Facilities, Parks and Recreation Policies and Procedures.

ATTACHMENTS:
Facilities Parks and Recreation Policies and Procedures Rev. 2024 - updated 4-2-26_KL.pdf

FACILITIES, PARKS & RECREATION DEPARTMENT

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

POLICIES AND PROCEDURES

Approved – 15th day of April 2026

Policies and Procedures
Facilities, Parks & Recreation Department

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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.

"Certified Food Protection Manager (CFPM)" A person responsible for all aspects of food operations at Food Establishments regulated by FDACS under Chapter 500, F.S.

"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.

"Commissary" A support service location for a Mobile Food Establishment, that meets all applicable requirements of Chapter 500, F.S., and Chapter 5K-4, F.A.C. These approved Food Establishments must be permitted or licensed by Florida Department of Agriculture and Consumer Services (FDACS), Department of Business and Professional Regulation (DBPR), restaurants, or grocery stores can be considered for

approval as an MFE Commissary. When not required at the MFE, Commissaries may provide a three compartment sink for washing, rinsing, and sanitization of equipment/utensils in addition to hand wash and rest room facilities. Services required of the Commissary will be based on the food sold and the MFE type and capabilities. A private residence may not be used as a Commissary.

"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.

"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.

"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.

"Mobile Food Establishment (MFE)" Food Establishments are Food Establishments that are self-propelled or otherwise moveable from place to place such as a truck, trailer, or similar self-propelled conveyance or non-permanent kiosk or table where pre-packaged food products are sold.

"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-Profit User Agreement" means a written, executed contract between a "Non-Profit Entity" and the "District" that outlines the scope of services, obligations, rules, guidelines, and other pertinent information.

"Non-Profit Athletics User Agreement" means a written, executed contract between a "Non-Profit Entity" and the "District" that outlines the scope of services, obligations, rules, guidelines, and other pertinent information.

"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.

"Permitted Field" means a permit or rental is required for the use of a District field as designated within this 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 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 F.S. 775.082 or by a fine of not more than $5,000, or both.

"Potentially Hazardous Food (PHF)" Food that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

"Potable Water" Water that meets the quality standards of Chapter 62-550, F.A.C., and is satisfactory for drinking, culinary, and domestic purposes.

"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.

"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 or viewing a program or an event.

"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, or for Board Approved Non-Profit Athletics/Recreation User Agreements, or Non-Profit Long Term Rental Permits.

Board Approved Facility:

*Administration Building permit subject to board approval.

*Administration Building: Mon-Fri: 6:00PM-9:00PM, Sat-Sun 8:00AM – 9:00PM

General Public Facilities:

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 Non-Profit Athletics User Agreement, Non-Profit User 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 Non-Profit Athletics User Agreements or Non-Profit User 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 Non-Profit Athletics User Agreements or Non-Profit User Agreements will be subject to the requirements and specifications within their respective Agreement.
h. Non-Profit organizations with Non-Profit Athletics User Agreements or Non-Profit Recreation User Agreements will be required to charge a 20% Non-Resident fee to all participants who are not residents of Indian Trail Improvement District or pay into the District's park system. The Non-Resident fee shall not exceed Thirty-Five ($35) Dollars.

   The Non-Resident fee must be paid to Indian Trail Improvement District within Thirty (30) days of the close of registration for that sports season. The payment must include a receipt showing the breakdown of registrations received by the user for that sport season or recreation program.

   A Non-Resident Fee may not be charged for programs in Acreage Community Park South subject to the District's lease Agreement with Palm Beach County.

i. Organizations/Instructors wanting to conduct business on District property will be charged a 70/30 percentage rate split. 70% paid to the Organization/Instructor, and 30% paid to the District as Rental Fees. Deposits will be charged separately and must be paid per the terms of the application. These funds will be held during the term of the application and released back to the Organization/Instructor upon competition of the applications program(s)/event(s), subject to the terms of the agreement.

These rates will be charged through the District's recreation software system and payable to the Organization/Instructor on a monthly/per program/event basis, subject to the Organization's/Instructor's program/event schedule.

All Organizations/Instructors conducting business on District property will be required to provide the District with specific items that will be listed in the permit application prior to final approval.

*Fees may not be charged for programs in Acreage Community Park South subject to the District's lease Agreement with Palm Beach County.

j. Patrons, Users or Permit Holders experiencing a non-emergency park or facility issue are encouraged to contact the Facilities, Parks, and Recreation Department.

k. The District may require any Service Provider, User 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).

l. 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.

m. 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.

n. 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.

    a. Bicycles (including electric)

    To the extent allowed by state law, in a park or recreational area, it shall be unlawful for any person to ride a bicycle other than on a paved vehicular road or path designated for such purpose. Doing wheelies, lifting the front wheel off the ground for a period of time, is prohibited on all District property.

o. Mask Restrictions on District property. Per Florida Statute 876.12, No person or persons over 16 years of age shall, while wearing any mask, hood, or device whereby any portion of the face is so hidden, concealed, or covered as to conceal the identity of the wearer, enter upon, or be or appear upon any lane, walk, alley, street, road, highway, or other public way in this state.

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.
g. Acceptable forms of payment will be checks, credits cards, or debit cards. Cash payments will not be accepted.

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.
d. Refund checks will be mailed to the applicant's address on the rental application. Applicants may request an ACH refund payment. Requests for an ACH refund payment will require the completion of an ACH form for processing. *Refunds will not be available for pickup.

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 a permitted-use-only facility. The North Athletic Campus is only open during the hours under Section 4.
b. Any individuals, group(s) or organization(s) requesting to utilize 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.
d. Acreage Community Park North Athletic Campus's Athletic Fields will be sub-divided into sections as follows: Each section may be closed or permitted at the discretion of the Facilities, Parks and Recreation Director based on conditions or community need.

Football Fields
Field 1A, 1B, 1C, 1D
Field 2A, 2B, 2C, 2D
Field 3A, 3B, 3C

Baseball/Softball Fields
Field 1
Field 2
Field 3
Field 4

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

SECTION 11.01. 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 11.02. 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 Equestrian 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.

SECTION 11.03. 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. 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 11.04. 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.
b. 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.
c. 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.
d. 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.
e. 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.
f. Applications and fees will only be accepted during regular business hours except for online payments.

g. Patrons, Users or Permit Holders experiencing a non-emergency park or facility issue are encouraged to contact the Facilities, Parks and Recreation Department.
h. 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.
i. 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.
j. 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 11.05. 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 11.06. 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 11.07. 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 11.08. 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 11.09. 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 11.10. 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 11.11. 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 11.12. 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 11.13. 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:**

1. Facility: Open and close of the building, monitoring the event.
2. 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. MOBILE FOOD ESTABLISHMENT PERMIT REQUIREMENTS – FOOD TRUCKS/FOOD VENDORS

Mobile Food Establishments (MFEs) are to comply with requirements that are contained in Chapter 500, Florida Statutes (F.S.), Chapter 5K-4, Florida Administrative Code (F.A.C.), and with documents referenced in the below Mobile Food Permit Requirements including the 2017 FDA Food Code.

MOBILE FOOD ESTABLISHMENT PERMIT REQUIRMENTS

1. Obtain a Mobile Food Establishment Facility Use Permit at Indian Trail Improvement District's Administrative Office at: 13476 61st Street North, West Palm Beach, Florida 33412.

2. Submit completed application along with the Facility Use Permit/Application Fee.
   a. Resident Fee: $125 per 8-hour day with $250 refundable deposit per rental.
   b. Non-Resident Fee: $250 per 8-hour day with $500 refundable deposit per rental.

3. Permit applications must be submitted no less than 60 days prior to the start of the permit. (MFE Facility Use Permit Applications require board approval prior to final permit approval and are subject staff, and legal review)

4. All applicants and/or staff who will be on District property are subject to passing a level 2 background check prior to application approval. Applicants will be responsible for all fees regarding the Level 2 background check requirements. Background checks will be conducted by the District or an approved vendor of the District.

5. All applicants must provide their own water and electricity. Hook-ups to District facilities are strictly prohibited.

6. All applicants must provide the District with the following active/current documents as part of the permit application. (Additional information may be required per staff and legal review)
   a. **Mobile Food License** with the State of Florida Department of Business and Professional Regulation – Division of Hotels and Restaurants.
   b. **Certificate of Insurance** meeting the District's minimum insurance requirements. (See Section 14 for details) 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:**

(B) 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

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

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

(D) 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

IV. **Workers Compensation**

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

(E) **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.

(F) **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.

c. **Performance Bond** in the amount of $2,000.
d. **Local Business Tax Receipt** ("Occupational License")
e. **Food Service Inspection Report** with the State of Florida Department of Business and Professional Regulation – Division of Hotels and Restaurants.
f. **Staffing** Contact list for all employees who will be on site including the Certified Food Protection Manager. The Certified Food Protection Manager (CFPM) must remain on site at all times while conducting business on District property. Only District approved staff will be permitted to conduct business on District property.
g. **Code of Conduct** All applicants will be required to conduct business in a professional and courteous manner, failure to do so will result in the cancellation of the applicants permit and the immediate removal from conducting business on all District property.

Per The Florida Department of Agriculture and Consumer Services Division of Food Safety

h. MFEs are not allowed to process/prepare exposed potentially hazardous foods (PHFs) within their mobile food establishment without a food permit issued by FDACS.
i. Full Service Mobile Food Dispensing Vehicles (MFVDs) that process/prepare PHFs within the mobile unit, like hot dogs and hamburgers, should contact Department of Business and Professional Regulation (DBPR) at (850)487-1395. Mobile food units that operate on institutional property is licensed and regulated as a food service establishment by Department of Health (DOH) like schools, universities, nursing homes, etc. should contact DOH at (850)245-4250.
j. MFEs must have a current agreement with a Commissary and be capable of visiting Commissary each day of operation unless exempt by chapter 5K-4, F.A.C.
k. Employees or agents of the MFE handling foods shall not have bare hand contact with ready to eat foods.
l. Food products sold must be from approved sources such as an inspected and permitted Food Establishment. Cottage food items are not approved to be sold from MFEs. For more information regarding Cottage Foods, refer to the Cottage Food Guidance Brochure at www.FreshFromFlorida.com
m. Raw milk may contain harmful disease-causing bacteria and shall not be sold or provided for human consumption. Florida is a Grade A pasteurized milk only state (Chapter 502, F.S.).
n. Any MFE that is in an open-air environment must protect the food from weather and environmental contamination such as rain, dust, insects, birds, and rodents.
o. Must provide only single-service articles for use by the consumers.
p. MFEs cannot operate at multiple locations at the same time under a single mobile food establishment permit.
q. Food products and supplies must be stored only at permitted commissaries and warehouses and not in private residences.
r. MFEs may provide prepackaged food items that are labeled as required by Section 3-601.12 of the Food Code incorporated by reference in Rule 5K-4.002(4), F.A.C.: (1) The common name of the food; (2) If made from two or more ingredients, a list of ingredients in descending order or predominance by weight, including artificial color or flavor, chemical preservatives, and

allergens; (3) Net weight or volume of the contents; and (4) The name and place of business of the manufacturer, packer, or distributor.

s. Packaging materials must be manufactured from food grade materials. Single use articles must not be reused.

t. MFEs may be permitted to have or process exposed food items such as ice confections (snowballs, shaved ice, slushies, smoothies, and similar products,) non-potentially hazardous beverages with or without garnishments, non-potentially hazardous bulk beverages, pastry products, popcorn/kettle corn, candies including shelled nuts that are candy or sugar coated, confections like cotton candy, candy apples, peanut brittle, fudge, caramel corn, and similar products; and coffee beverages with or without dairy or synthetic dairy products like café con leche, latte, cappuccino, etc., it they have equipment, utensils, and facilities that adequately protect the food.

u. All water used must be Potable Water (drinking water).

v. If water is not available from traditional state approved plumbing, potable tanks may be used for hand washing purposes as allowed by Chapter 5-3 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.

w. Potable water tanks must be constructed of food grade materials and enclosed from the filling inlet to the discharge outlet and sloped to a drain outlet. Hoses used to fill water tanks must be constructed of food grade material, must have a smooth interior surface, and if not permanently attached, must be clearly and durably identified as to its use, and may be used only for that purpose. A cap and keeper chain or other protective equipment approved by the FDACS must be provided for a potable water inlet, outlet, and hose. Water tanks, pumps, and hoses must be flushed and sanitized before being placed in service and after repair, modification, and periods of nonuse. A person must operate a water tank, pump, and hose such that backflow or other contamination of the water supply is prevented. For all requirements, refer to Chapter 5-3 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.

x. Liquid waste holding tanks must have a holding capacity 15% larger than the potable water supply tank, be sloped to drain that is at least 25.4 mm (1 inch) in diameter and be equipped with a shut-off valve. Liquid waste tanks must be emptied into an approved waste servicing facility or by a sewage transport vehicle without creating a public health hazard or nuisance. For all requirements, refer to Chapter 5-4 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.

y. Specific requirements are based on type of food sold and processed. See below for a table and following detailed discussion. Numbers listed on the far left of the table correspond to the numbered description below that lists specific details regarding type of food sold and the requirements.

Mobile Food Establishment Requirements Based on Food Type and Processing			
	TYPE OF FOOD PRODUCTS SOLD	**EXAMPLS**	**CODE REQUIREMENTS FOR UNIT**
1	Prepackaged non-potentially hazardous food	Cookies, crackers, potato chips, pretzels, honey buns, honey, etc.	Food protection, Solid waste container, Maintain cleanable non-food contact surfaces.

2	Prepackaged potentially hazardous food	Sandwiches (such as ham, tuna, chicken, etc.), hot dogs, milk, etc.	Certified Food Protection Manager, Food protection, Refrigeration/heating or hot holder, Product thermometer, Solid waste container, Maintain cleanable non-food contact surfaces.
3	Prepackaged individually portioned frozen novelties	Ice cream sandwiches, frozen yogurt bars, etc.	Food protection, Freezer, Product thermometer, Solid waste container, Maintain cleanable non-food contact surfaces.
4	Fresh squeezed juice processors	Fresh squeezed fruit/vegetable juice	Since fresh squeezed juice is a high-risk specialty food, see explanation below.
5	Preparation or bulk dispensing of non-potentially hazardous food	Popcorn, snow cones, shaved ice, lemonade, prepared beverages, cotton candy, candy apples, fudge, peanut brittle, caramel corn, churros, pretzels, donuts, etc., or bulk nuts, teas, spices, pickles, etc.	Certified Food Protection Manager, Potable water supply, Hand washing sink in unit, three compartment sink in unit or at commissary provided additional equipment available, Solid waste container, Maintain cleanable food and non-food contact surfaces.
6	Fish products, raw seafood sales (no processing)	Whole or eviscerated fish, head on or headless shrimp	Certified Food Protection Manager, Product Thermometer, Hand washing in unit, Solid waste container, Maintain cleanable food and non-food contact surfaces, Scale.

1. Prepacked non-potentially hazardous food: MFEs which limit food sales to prepackaged non-potentially hazardous food must have adequate storage space for the food products so that the food is protected, containers for solid waste and maintain cleanable non-food contact surfaces.
2. Prepackaged potentially hazardous food: MFEs which have food sales of prepackaged potentially hazardous food must have a Certified Food Protection Manager as required per Rule 5K-4.012, F.A.C., storage space for the food products, containers for solid waste, maintain cleanable non-food contact surfaces, refrigeration, heating or hot holding equipment to keep the food at a proper temperature, a food product thermometer, and the capability to sanitize a thermometer.
3. Prepackaged individually portioned frozen novelties: MFEs that sell prepackaged frozen desserts must have sufficient freezer space for storage of frozen food products, food protection, maintain cleanable non-food contact surfaces, a freezer thermometer, and containers for solid waste.
4. Fresh squeezed juice processors: MFEs that extract and sell juice by the glass are permitted to squeeze fresh fruit/vegetable juice at a mobile site without any of the following: a HACCP plan

or E. coli testing of product or a display of a warning placard provided the following conditions are met:

a. A Certified Food Manager is present;
b. Juice is extracted and provided by the glass (open single-serving container) only;
c. Juice is extracted in an enclosed juicing machine. Hand squeezing of juice for human consumption is prohibited;
d. MFEs has on its premises a working hand wash sink with hot and cold potable water under pressure;
e. MFEs may have extra equipment and utensils on site that have already been washed, rinsed, sanitized and protected from environmental contamination for use as described in the FDA Food Code 4-602.11 as incorporated in subsection 5K-4.002(4), F.A.C. If extra equipment is not available on site or cannot be replaced/used in a sanitary manner, the mobile vendor must have a three compartment sink on site or an agreement with a commissary that allows for the use of a three compartment sink on site and is available during all operational hours of the MFE;
f. Juicing machine must be washed, rinsed and sanitized in a three compartment sink with hot and cold potable water before and after use or during any interruption in operation. The juicing machine may not be used for more than four (4) hours unless it is disassembled, washed, rinsed, and sanitized in a three compartment sink with hot and cold potable water;
g. All fruits/vegetables must be washed, rinsed, sanitized, and protected from contamination during the entire process, i.e. stored in sealed containers; and
h. Single-use gloves must be worn while handling sanitary fruit/vegetables and while juice is being dispensed into single-serving containers.

When all the above conditions connot be met, the juice processor must cease operation.

MFEs can sell pre-packaged juices without a HACCP plan and E.coli testing of product, if the following criteria are met:

a. MFEs can sell pre-packaged fresh squeezed juice if the entity that extracts and packages the juice is a permanent Food Establishment and complies with section 3-404.11 of the FDA Food Code for retail (if under the same owner as MFE) or 21 CFR 120 incorporated by reference in subsection 5K-4.002(1), F.A.C., for wholesale and is regulated by a government entity.
b. If the pre-packaged juice is sold by a mobile food establishment, the pre-packaged juice must be held at or below 41° F and be properly labeled with a warning or meet a 5-log reduction.
c. A warning label can only be used if the mobile food establishment is the same business entity as the permanent Food Establishment extracting and packaging the juice, i.e. the original firm is considered a retailer.
d. Warning label shall read “WARNING: This product has not been pasteurized and therefore, may contain harmful bacteria that can cause serious illness in children, the elderly, and persons with weakened immune systems.” as stated in the Food Code Section 3-404.11(B)(2) as incorporated in subsection 5K-4.002(4), F.A.C.
e. If the pre-packaged juice is from a different business entity than the MFE, the juice must have a 5-log reduction per 21 CFR 120.

MFEs that extract and package juice must comply with all of the regulations in F.A.C. Chapter 20-49, which includes, but is not limited to, an adequate HACCP Plan affixing a warning label to the packaged juice (if 5-log reduction has bot been met), E. coli testing of product and sanitation procedures.

5. Bulk dispensing of potentially hazardous food: MFEs that have food sales which include preparation of non-potentially hazardous foods or dispense bulk, non-potentially hazardous food products such as nuts, teas, candies, spices, and pickles must comply with the following:
   a. Have present a certified food protection manager during operation;
   b. Have adequate storage space for food products so that the food is protected;
   c. Have containers for solid waste;
   d. Have a potable water supply;
   e. Maintain cleanable food and non-food contact surfaces;
   f. Possess an operable hand washing sink in the unit with hot and cold running water under pressure; and
   g. Possess waste water tank 15% larger than the potable water tank.

No bare hand contact of ready to eat foods is permitted. A three compartment sink must be accessible either within the unit or at a Commissary. If the three compartment sink is provided by a Commissary, then the MFE must have extra equipment and utensils on site that have already been washed, rinsed, sanitized, and protected from environmental contamination for use as described in the FDA Code Section 4-602.11 incorporated by reference in subsection 5K-4.002(4), F.A.C.

6. Raw seafood: MFEs may sell raw fish products like whole or eviscerated fish and head on or headless shrimp. All processing of seafood must be conducted at a permanent food establishment meeting the requirements to process seafood. The MFE must have a certified food protection manager, storage for food products so that the food is protected from contamination, and possess the following:
   a. A calibrated scale with calibration record;
   b. Refrigeration media (ice of refrigerated unit);
   c. Thermometer;
   d. Container for solid waste;
   e. Potable water supply;
   f. A waste water container large enough to hold all waste water generated within the unit; and
   g. A hand washing capability using gravity fed potable water.

Containers/coolers with wet ice used to maintain fish products at the proper temperature must be self-draining with the waste water flowing into a liquid waste holding tank.

NOTE: If an MFE operation sells a combination of food products, the food products sold with the most stringent requirements for food protection must be followed.

**Food types 1 and 3 listed above may not require a commissary. Determination will be based on food sold and the MFE type and capabilities.

Commissary Agreements

- MFEs required to have a written agreement with a commissary must complete the Commissary Letter Agreement, FDACS-14223 (Rev. 11/18). The Commissary Letter of Agreement is to be submitted with the permit application at the initial inspection. Permit approval is contingent upon verification of an approved commissary facility.
- After the MFE permit is issued, the Commissary Letter of Agreement is to be completed and signed by the MFE owner and the owner of the commissary on an annual basis. MFEs are to have Commissary Letter of Agreement available for FDAC food inspectors during inspections.
- Each Mobile Food Establishment shall report to a Commissary each day of operation, to store or replenish supplies, clean utensils, and equipment, or dispose of liquid and solid waste, with the exception of Mobile Food Establishments that sell only prepackaged foods and have all necessary support equipment located in the unit.
- For mobile vehicles, a service area may be provided at the commissary for cleaning and servicing of the mobile vehicle. The service area must be equipped to furnish potable water and provide facilities for the drainage and disposal of liquid waste as required by Chapter 64E-6 or 62-601, F.A.C. The exterior of the mobile food unit is permitted to be washed at any location, provided the waste water does not cause a sanitary nuisance.

SECTION 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 litter bags 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

Rental Rates

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 3 Hour Block
Pavilion Deposit	$75	$100	Deposit/Per Rental
Acreage Community Park South Athletic Campus			
Amphitheater	$40	$40	Per Rental/Per Hour
Amphitheater Deposit	$200	$200	Deposit/Per Rental
Artificial Turf Field – Field 1	$150	$150	Per Field/Per Hour
Artificial Turf Field Deposit	$500	$500	Deposit/Per Rental
Natural Turf Field – Field 2	$75	$75	Per Field/Per Hour
Natural Turf Field Deposit	$250	$250	Deposit/Per Rental
Pavilion	$50	$50	Per Block/Min 3-Hour Block
Deposit	$75	$75	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 3-Hour Block
Pavilion Deposit	$75	$100	Deposit/Per Rental

Policies and Procedures
Facilities, Parks & Recreation Department

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
Non-Resident User Fee	No additional charge	20% not to exceed $35	Per Season/Per Program *See page 8 Section 6(h) for details
Percentage Rental Fee	70/30% Split	70/30% Split	Per Season/Per Program *See page 9 Section 6(i) for details
Cancellation Fee	$25	$50	Per Cancellation
Returned Payment Fee	$35	$50	Per Returned Payment
Food Trucks	$125	$250	Per Location/Per 8-hour Day
Food Truck Deposit	$250	$500	Deposit/Per Rental
Equestrian Annual Membership	$0	$75	Membership/Annual Fee

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

AGENDA ITEM NO. 11.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	**FACILITIES, PARKS & RECREATION AGENDA**
SUBJECT:	Approval: Facility Use Permit for Loxahatchee Legends Football.
BACKGROUND:	Loxahatchee Legends Football would like to host their practices and at Acreage Community Park starting on April 15th, 2026. Schedule: Fridays and Sundays 6:30pm-8:30pm, subject to availability
FISCAL IMPACT:	Rental Fees: $50 per hour $250 deposit
RECOMMENDATION:	Motion to approve Loxahatchee Legends Football permit request to host their practices at Acreage Community Park, subject to availability. staff and legal review. Motion to deny Loxahatchee Legends Football permit request to host their practices at Acreage Community Park.

ATTACHMENTS:
Loxahatchee Legends Football - Football Permit - ACP_April 15 Meeting.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**
Multi-Purpose Field

* **Name of Facility Requested**
Acreage Community Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
No

Read-Only Text

* **Name of Organization/Applicant**
Loxahatchee Legends

* **Email Address**
nick@seabreezecms.com

* Full Address
15247 68th ct N
Loxahatchee FL 33470

Phone
(561) 329-5449

Event Details

* **Name of Event**
Youth Flag practice

* **Description of Event**
Flag Football practice

* **Event Date**
04/04/2026

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
630-830

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

Special Requests
Looking to practice Fridays and Sundays

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

No

* **Is this a fundraising event/revenue producing event?**
No

* **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?**
No

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
SKIPPED

* **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
SKIPPED

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**
Nicholas Bond 4/2/26

AGENDA ITEM NO. 11.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	**FACILITIES, PARKS & RECREATION AGENDA**
SUBJECT:	Approval: Facility Use Permit for Cruzaira Nieves.
BACKGROUND:	Cruzaira Nieves would like to use Hamlin House on June 27th, 2026, from 12:00pm-7:00pm to host her self-makeup workshop. She is planning on serving wine and will be charging $100 per person to attend.
FISCAL IMPACT:	Recommended: 70/30% Percentage Rental Fee
RECOMMENDATION:	Motion to approve Cruzaira Nieves's permit request to host her self-makeup workshop event, subject to staff and legal review. Motion to deny Cruzaira Nieves's permit request to host her self-makeup workshop events.

ATTACHMENTS:
Cruzaira Nieves - Permit - Hamlin House_April 15 Meeting.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**
Hamlin House

* **Name of Facility Requested**
Hamlin House

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
No

Read-Only Text

* **Name of Organization/Applicant**
Cruzaira Nieves

* **Email Address**
zairanieves9@gmail.com

* Full Address
16476 93rd RD N Loxahacthee,FL 33470
Loxahacthee FL 33470

Phone
(786) 707-8309

Event Details

* **Name of Event**
self-makeup workshop

* **Description of Event**
Practical sessions where you learn professional techniques to enhance your natural beauty, with step-by-step guidance and materials included.

* **Event Date**
06/27/2026

If you have selected a park pavilion, please select the time slot(s) you would like to rent:
12pm-3pm
4pm-7pm

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
12 - 7

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

Special Requests
SKIPPED

* **Is this event advertised or open to the public?**
No

* **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?**
Yes

Will there be a bounce house at this event?
No

* **Will there be any type of display or advertizing at this event?**
No

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
100

* **Will alcohol be served at this event? (If yes what type)**
Yes

Type of Alcohol
Wine

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

Contact info
Cruzaira Nieves 7867078309

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**
Cruzaira Nieves

AGENDA ITEM NO. 11.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	**FACILITIES, PARKS & RECREATION AGENDA**
SUBJECT:	Approval: Facility Use Permit for Seminole Ridge High School Senior Class Field Day
BACKGROUND:	Seminole Ridge High School would like to host the Senior Class Field Day at Acreage Community Park North Athletic Campus on May 13th, 2026, from 8:00am-1:30pm. The school's event will provide games and activities such as relay races, tug-of-war, kickball, obstacle courses with a possible bounce house for the students. They are expecting 50-100 students along with additional staff and volunteers as support.
FISCAL IMPACT:	Fee Waiver
RECOMMENDATION:	Motion to approve Seminole Ridge High School's permit request to host their Senior Class Field Day, subject to availability, staff, and legal review. Motion to deny Seminole Ridge High School's permit request to host their Senior Class Field Day.

ATTACHMENTS:
SRHS - ACP_April 15 Meeting.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**
Multi-Purpose Field

* **Name of Facility Requested**
Acreage Community Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
No

Read-Only Text

* **Name of Organization/Applicant**
Seminole Ridge High School-Sophia Thompson

* **Email Address**
sophiathomp38@gmail.com

* Full Address
4601 Seminole Pratt Whitney Rd
Loxahatchee FL 33470

Phone
(561) 284-9601

Event Details

* **Name of Event**
Senior Class Field Day

* **Description of Event**
Senior Field Day is a recreational event designed to celebrate graduating seniors through with games and activities like relay races, tug-of-war, kickball, and obstacle courses, possible bounce house. Attendance is expected between 50–100 students, plus 10 possible staff/volunteers, and possible parents. Light snacks & water may be provided, as well as music played. Estimated vehicles range from 25–40.

* **Event Date**
05/13/2026

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
8AM for set up, event start at 9AM, ends at 12PM, breakdown until 1:30 PM.

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

Special Requests
SKIPPED

* **Is this event advertised or open to the public?**
No

* **Is this a fundraising event/revenue producing event?**
No

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

* **Will there be amplified sound at this event?**
Yes

Will there be a bounce house at this event?
Yes

* **Will there be any type of display or advertizing at this event?**
No

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
SKIPPED

* **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
SKIPPED

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**
Sophia Thompson

AGENDA ITEM NO. 11.5

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Contracts/Agreements/Leases
AGENDA SECTION:	**FACILITIES, PARKS & RECREATION AGENDA**
SUBJECT:	Approval: Second Amendment to Infrastructure Surtax Funding Agreement Between Palm Beach County and Indian Trail Improvement District

BACKGROUND:

Indian Trail Improvement District currently leases approximately 28-acres of Acreage Community Park South Expansion from Palm Beach County.

On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects which included an ITID park project allocation of $3,000,000 toward the construction of a recreation center at Acreage Community Park South Expansion.

On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to other deferred outdoor recreation infrastructure amenities such as multipurpose fields, skate park, and associated infrastructure. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022, meeting, and recommended the reallocation be approved. The Infrastructure Surtax Funding Agreement allows for reimbursement of eligible expenses for the development, design, permitting and/or construction of the project in an amount not to exceed $3,000,000 for this project.

The Infrastructure Surtax Funding Agreement with Palm Beach County was fully executed on February 7, 2023, with a three (3) year term ending on February 7, 2026. The Parks Director has spoken with the County, and they have requested that the District provides any amendments to the Agreement on a letter head along with a revised construction scope and any substantiating backup regarding the request.
Unfortunately, this project had been delayed due to permitting issues with SFWMD that Palm Beach County required as part of their permitting process.

After completion of the Artificial Turf Field there will be approximately $1,100,000 left of the $3,000,000 IST funds awarded to the District which may be used towards remaining upgrades and amenities to the park. ACP South Expansion Phase II remaining projects include installing the equestrian trailhead/parking area.

Due to the final cost of the artificial turf project exceeding original cost estimates. The District has to revise the scope of the Phase II projects not to exceed the total amount of $3,000,000 awarded per the IST Agreement.

Attached is a copy of the District's scope revision.

FISCAL IMPACT:

N/A

RECOMMENDATION: Motion to sign and approve the Second Amendment of the Infrastructure Surtax Funding Agreement Between Palm Beach County and Indian Trail Improvement District requesting an extension of time for eighteen (18) months (July 31, 2027), and Revision of Construction Scope for Acreage Community Park South Expansion Phase II, subject to staff and legal review.

ATTACHMENTS:

26-0330b 2nd Amend to IST Surtax ITID 033026 RL fsp.pdf
IST_Funding_Agreement_R2023_0225__1_.pdf
IST_Funding_Agreement_R2023_1478__1_.pdf
ACP South_Updated Scope-Construction Estimate_2-2-26.pdf
IST Funding Agreement_R2023 0225 (1).pdf
IST Funding Agreement_R2023 1478 (1).pdf

SECOND AMEDMENT TO INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

THIS SECOND AMENDMENT to Infrastructure Surtax Funding Agreement ("Second Amendment") is made and entered into on_____, by and between **PALM BEACH COUNTY** ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **INDIAN TRAIL IMPROVEMENT DISTRICT** ("ITID"), an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended. ("County" and the "ITID" are collectively as the "Parties").

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners (BCC) approved a Resolution adopting an Infrastructure Surtax Funding Agreement with ITID dated February 7, 2023 (R2023-0225) ("Initial Agreement") which authorized the expenditure of an amount not to exceed $3,000,000 to ITID from the Local Government Infrastructure Surtax to construct certain outdoor recreation facilities and amenities in Acreage Community Park South ("Park"). These amenities include but not limited to construction of a multi purpose field surfaced with artificial turf, a skate park and an additional bathroom building, the approximate location of which was identified on the Conceptual Site Plan attached to Initial Agreement as Exhibit "A-1"; and

WHEREAS, The Parties entered into a first amendment to the Initial Agreement (R2023-1478) dated October 3, 2023 ("First Amendment"), which revised the Park's Conceptual Site Plan by reallocating funds set aside for the installation of artificial turf on a new multi purpose "Field B" to the existing multi purpose "Field A" (the Initial Agreement as amended by the First Amendment is referred to herein collectively as the "Agreement"); and

WHEREAS, by letter dated February 2, 2026, ITID formally requested County approval to (i) remove the skate park and bathroom building from the Phase 2 scope of work due to increased actual costs associated with the artificial turf project; (ii) authorize the use of Surtax funds for the purchase of security cameras to monitor the artificial turf field; and (iii) extend the term of the Agreement by eighteen (18) months due to delays in obtaining required permits from the South Florida Water Management District; and

WHEREAS, the proposed changes to the Conceptual Site Plan for expenditure of Infrastructure Surtax Funds will involve no change in the estimated cost of construction of facilities in Acreage Community Park South nor affect the $3,000,000 allocation to ITID as approved by the Initial Agreement. Other than the request to purchase security cameras, no other changes to the Conceptual Site Plan are requested; and

WHEREAS, the proposed changes are consistent with the terms and understandings between the ITID and the County regarding use of Infrastructure Surtax funds.

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

1. Exhibit "A-1" attached to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit "A-2" attached hereto and incorporated herein. Exhibit "A-2" illustrates the Revised Conceptual Site Plan in which construction of the skate park and bathroom building have been removed from the scope of work.

2. ITID is authorized to use remaining Surtax Funds for cameras for the monitoring and security as associated infrastructure of the artificial turf field.

3. The Agreement is retroactively extended for eighteen (18) months through August 7, 2027.

4. **Article 10.19 <u>Non-Discrimination</u>** is deleted in its entirety and replaced with the following:

   The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the ITID warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

5. Except as provided herein, each and every other term of the Agreement shall remain in full forces and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

ATTEST:

MICHAEL A. CARUSO
CLERK & COMPTROLLER

By:_____
Deputy Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Sara Baxter, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Senior Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By:_____
Director - Parks and Recreation

ATTEST:

By:_____
Betty Argue
Its: Secretary

INDIAN TRAIL IMPROVEMENT DISTRICT

By:_____
Elizabeth Accomando
Its: Pesident

Agenda Item # 6D-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS SB|MS 7-0

AGENDA ITEM SUMMARY R-2023-0225

Meeting Date: February 7, 2023

[ ] Consent [X] Regular
[ ] Ordinance [ ] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment to the Infrastructure Surtax (IST) Project Plan approved by the Board of County Commissioners on April 4, 2017, later revised on January 4, 2022;

B) Budget Transfer of $3,000,000 within the IST Fund from Acreage Community Park Recreation Center to Acreage Community Park Expansion; and

C) an Infrastructure Surtax Funding Agreement ("Funding Agreement") between Palm Beach County ("County") and Indian Trail Improvement District ("ITID") for the Acreage Community Park South Expansion Project ("Project") in the amount of $3,000,000 from the Infrastructure Surtax (IST) Fund.

Summary: Acreage Community Park is located at 140th Avenue North in unincorporated Palm Beach County and is managed and maintained by ITID. This 45-acre park features athletic fields, multipurpose fields, a track, amphitheater, playground, picnic facilities, walking paths and restrooms. The park is adjacent to the County's 124-acre Acreage Pines Natural Area. ITID currently leases approximately 28-acres of Acreage Community Park from the County, hereinafter referred to as Acreage Community Park South. On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects which included an ITID park project allocation of $3,000,000 toward the construction of a recreation center at Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to other deferred outdoor recreation infrastructure amenities such as multipurpose fields, skate park, and associated infrastructure. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved. This Funding Agreement allows for reimbursement of eligible expenses for the development, design, permitting and/or construction of the project in an amount not to exceed $3,000,000. **This project is funded through the infrastructure surtax.** District 6 (AH)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved a one-penny infrastructure surtax for collections beginning January 1, 2017, and continuing for the sooner of 10 years or $2.7 billion in proceeds before September 1 of any year. Also included was the creation of an oversight committee to audit spending for compliance with approved projects, and the following allocations: 50% to the School District, 30% to the County, and 20% to the Municipalities. ITID, as a Special District, is not directly eligible for an IST allocation but is eligible for a specified qualifying infrastructure project through the County allocation. (Continued on page 3)

Attachments:
1. Plan Amendment
2. Budget Transfer
3. Funding Agreement

Recommended by: Jennifer E Cirillo — Department Director — 1/26/2023 — Date

Approved by: Donald A. Mills — Assistant County Administrator — 1/30/2023 — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No X
Does this item include use of federal funds? Yes _____ No X

Budget Account No.: Fund 3950 Department 581 Unit T203
Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

All funds related to this item are derived from proceeds of the one-penny sales surtax.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

1/23/2023
OFMB 1/20 1/23
MG 1/23

1/27/23
Contract Development and Control
TMA 1/27/23

B. Legal Sufficiency:

1/30/23
Assistant County Attorney

C. Other Department Review:

Department Director
Facilities Development & Operations

G:\Agenda Item Summary\02-07-23\02-07-23 ITID Sur-Tax Agreement for Acreage Community Park South 3M8.docx

(Background and Justification continued from page 1)

The proceeds of such tax finance the renewal and replacement of existing capital investments including roadway surfaces, bridges, drainage improvements, canals, park amenities, and government buildings, all of which were deferred during the recession and remained outstanding, and projects to maintain levels of service. A detailed project list, Infrastructure Surtax Project Plan, with associated budget was prepared for the projects that are the subject of this item, among others, and approved by the Board on April 4, 2017, later revised on January 4, 2022.

ITID evaluated park infrastructure needs with constituents and determined the recreation center language was not addressing the actual deferred level of service need for park infrastructure at the Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to outdoor recreation amenities such as multipurpose fields, skate park and associated infrastructure.

The parks and recreation outdoor recreation amenities infrastructure which ITID identified meets the definition of infrastructure under Florida State Statute 212.055: Discretionary sales surtaxes, legislative intent, authorization and use of proceeds.

Since this project is included in the Board approved County IST Project Plan, this requested change is required to be presented to the Infrastructure Sales Tax Independent Citizen Oversight Committee for review and recommendation. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved.

The recommended Funding Agreement with Indian Trails Improvement District provides up to $3,000,000 for the Acreage Community Park South Expansion to include development, design, permitting and/or construction of additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure. Funding of this project was established in the Board approved infrastructure surtax project plan.

Acreage Community Park is open to the public on a non-discriminatory basis regardless of residency. The Funding Agreement has been executed by the Indian Trails Improvement District and now needs to be approved by the Board of County Commissioners.

This Funding Agreement will have no net effect on the total IST funding allocated to the Department.

23-0327

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 581 011923*692

FUND 3950 - Infrastructure SurTax

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 01/19/23	REMAINING BALANCE
EXPENDITURES								
3950-581-T156-8101	Contributions Other Governmental Agency	3,000,000	3,000,000		3,000,000	0	0	0
3950-581-T203-8101	Contributions Other Governmental Agency	0	0	3,000,000		3,000,000	0	3,000,000
Total Receipts and Balances		**446,637,116**	**428,693,690**	**3,000,000**	**3,000,000**	**428,693,690**		
	TOTAL							

	Signatures	Date
Parks and Recreation Department **INITIATING DEPARTMENT/DIVISION**	Paul D Gruell	1/23/23
Administration/Budget Department Approval		1/23/2023
OFMB Department - Posted		

By Board of County Commissioners
At Meeting of
February 7, 2023
Deputy Clerk to the
Board of County Commissioners

PALM BEACH COUNTY, FLORIDA ★ CLERK BOARD OF COUNTY COMMISSIONERS

9 of 9

BCC APPROVED PLAN							
Category	**Park**	**Unit Name**	**Commission District**	**Unit Number**	**Total Project Amount**	**FY 2022**	
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Recreation Center	6	T156	$3,000,000	$3,000,000	
				Total Projects	**$3,000,000**		
PLAN AMENDMENT							
Category	**Park**	**Unit Name**	**Commission District**	**Unit Number**	**Total Project Amount**	**FY 2023**	
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Expansion	6	T203	$3,000,000	$3,000,000	
				Total Projects	**$3,000,000**		
		Department Reserve Analysis					
		Beginning Balance Department Reserves			$983,087		
		Ending Balance Department Reserves		**9900**	$983,087		

INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

R2023 0225

THIS AGREEMENT ("Funding Agreement") is made and entered into on FEB 07 2023, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT,** an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "ITID". ITID and the County are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, on January 9, 2011, the County and ITID entered into an Interlocal Agreement ("ILA", R2001-0128) for the cooperative expansion and development of the Acreage Community Park and the Acreage Pines Natural Area; and

WHEREAS, on April 3, 2001, the County and ITID entered into a Lease Agreement ("Lease", R2001-0482) implementing the provisions of the ILA and providing for the lease to ITID of certain real estate owned by the County; and

WHEREAS, the Lease has been amended in 2003 (R2003-0422), 2010 (R2010-1332) and 2018 (R2018-0270), to modify, among other matters, the extent of the leased premises along with the applicable terms and conditions; and

WHEREAS, as per the amended Lease, ITID currently leases from the County an approximately 28-acres parcel located at 6405 140th Avenue North, Loxahatchee, FL 33470, hereinafter referred to as "Acreage Community Park South"; and

WHEREAS, the Lease as amended provides for a 25-year initial term with two (2), twenty-five (25) year renewal options; and

WHEREAS, pursuant to Section 212.055(2) Florida Statutes, the County adopted Ordinance No. 2016-032 ("Ordinance") which authorized a countywide referendum for a Local Government Infrastructure Surtax (Surtax) of one percent (1%) on all authorized taxable transactions occurring within Palm Beach County; and

WHEREAS, the Ordinance requires an independent citizen oversight committee ("Committee"), which was created by County Resolution 2016-1921, to serve as an advisory and reporting body; and

WHEREAS, monies received from the Surtax may be utilized by the County, municipalities of the County and the School Board of Palm Beach County to finance, plan, construct, renovate, and improve needed infrastructure; and

WHEREAS, on April 4, 2017, the County adopted a project plan ("Surtax Plan") to implement the Surtax funded projects which was later revised on January 4, 2022, and which includes an allocation of $3,000,000 towards the construction of the Acreage Community Park Recreation Center ("Recreation Center") within Acreage Community Park South; and

WHEREAS, on April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the Recreation Center be reallocated towards the expansion of the Acreage Community Park South to include additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure; and

WHEREAS, on May 19, 2022, the Committee recommended reallocation of the assigned budget of $3,000,000 from the Recreation Center to the newly created project entitled "Acreage Community Park Expansion" ("Project"); and

WHEREAS, on the date of execution of this Funding Agreement, the Board of County Commissioners ("Board") approved the reallocation as requested by ITID and recommended by the Committee; and

WHEREAS, the County's funds pursuant to the Surtax can be used to construct and improve recreational and government facilities; and

WHEREAS, ITID desires to design, permit, construct, operate and maintain the Project which shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, the County recognizes that ITID performs many of its capital projects with in-house labor and equipment and has actual direct labor and equipment expenses associated with completing capital projects in this manner; and

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

ARTICLE 1
RECITALS

The foregoing recitals are hereby incorporated herein, and made a part hereof, by this reference.

ARTICLE 2
GENERAL

2.1 Purpose. The purpose of this Funding Agreement is for County to financially assist ITID in the development, design, permitting and construction of the Project by providing Surtax monies in a total amount not to exceed THREE MILLION DOLLARS ($3,000,000). The funds assigned under this Funding Agreement will specifically be used towards the development, design, permitting and construction of the multipurpose fields (with synthetic turf), skate park and

restrooms, along with their associated infrastructure (e.g., sidewalks, lighting, parking).

2.2 Representations and Warranties.

A. ITID hereby warrants and represents that it has full legal authority and financial ability to operate and maintain the Project.

B. ITID warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of ITID. ITID shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information with respect to use of the Project.

2.3 Responsibilities. ITID shall be responsible for all costs, expenses, fees and charges, and liability related to the design, permitting, construction, operation and maintenance of the Project.

ARTICLE 3
CAPITAL IMPROVEMENTS PROJECT

3.1 Project Scope. ITID will use the funds received under this Funding Agreement for the design, permitting and/or construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto as Exhibit "A".

3.2 Project Location. ITID shall construct the Project upon on a portion of the approximately 28-acre parcel that it leases from the County as per the amended Lease and which is more fully described in the legal description attached hereto as Exhibit "B".

3.3 Design, Permitting and Construction. ITID shall be responsible for the design, permitting and construction of the Project. ITID shall design, permit and construct the Project in accordance with Exhibit "A". ITID agrees to meet design and construction milestones in Section 3.5 herein.

3.3.1 As part of the design and construction process ITID shall cause a permanent dedication plaque or marker to be affixed in a prominent location at the completed Project indicating that County was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of current County Commissioners at the time of completion, unless otherwise directed by the County's Representative. The dedication plaque or marker shall have minimum dimensions of 18 inches by 24 inches, shall be constructed of an agreed upon material that matches the current plaques within the Acreage Community Park, and its formatting will be subject to County's prior approval.

3.4 Procurement. ITID shall utilize both its in-house capital projects team and its procurement process, if necessary, for any design and construction services for the Project. The

procurement process shall be consistent with all federal, state, ITID and pertinent local laws, rules and regulations. County shall have no contractual obligation to any person retained by ITID with regard to the Project. Because the project costs are under $4 Million, the ITID can use the engineering, architecture and similar professional services under the umbrella of ITID Engineer's continuing contract for the purpose of compliance with Section 287.055, Florida Statutes (CCNA). Any dispute, claim, or liability that may arise as a result of ITID's procurement is solely the responsibility of ITID, and ITID hereby holds County harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

3.5 Schedule. In developing, designing, permitting and constructing the project ITID shall meet the milestones as detailed in this section. ITID's failure to meet design, permitting, construction, and start of operations milestones shall be deemed an event of non-compliance under this Funding Agreement.

3.5.1 Design and Permitting. ITID shall complete the design, engineering, and permitting for the Project no later than 15 months from the date of execution of this Funding Agreement.

A. The design, engineering and permitting process shall include all customary phases. ITID may choose to retain services under a continuing design services contract in compliance with CCNA.

B. ITID shall ensure that the design process will at minimum, include the following phases: programming, schematic design, design development (50% completion), and construction drawings (100% completion). At the completion of each design phase, ITID shall deliver to the County one (1) hard copy and one (1) electronic copy of all documents associated with said phase. The County shall have the right to review all design documents prepared by ITID and/or its design consultants to ensure consistency with the terms of this Funding Agreement. The County shall have fifteen (15) calendar days after receipt of the design documents for any given design phase to notify ITID if it finds that the design fails to meet the terms and conditions of this Funding Agreement. Upon receipt of such notification, ITID will have fifteen (15) calendar days to revise the documents as necessary and resubmit the same to the County for further review. The review and resubmit process will continue as per this section until design documents meeting the terms and conditions of this Funding Agreement are attained. The County's failure to respond to the review and resubmit process as per the timeframe provided in this section will be deemed an approval of the document submitted for review. Any delays caused by the County review or failure to review will extend the entire time period and any associated time periods contained within this Funding Agreement accordingly; the County shall not be responsible for, and does not agrees to, funding and/or paying any expenses associated or resulting from the delay.

C. Upon construction permit approval, ITID shall deliver to the County

one (1) hard copy and one electronic copy of all approved plans, specifications and permits from all agencies having jurisdiction, along with the Project cost estimate.

3.5.2 Construction. ITID shall award the bid for construction of the Project and commence Project construction no later than 21 months from the date of execution of this Funding Agreement unless both parties agree to an extension due to supply chain issues or other explanations as outlined within this Funding Agreement.

A. ITID shall notify the County of the scheduled dates and times for all Project construction meetings (commonly referred to as *Owner/Architect/Contractor* meetings). The County shall have the right, at its sole and absolute discretion, to attend Project construction meetings.

B. The County shall have the right to perform, at its sole and absolute discretion, Project site visits to ensure overall Project development and construction phases are in alignment with the terms and conditions of this Funding Agreement.

3.5.3 Start of Operations. ITID shall complete construction of the Project, obtain the required certificate of occupancy and open the Project in its entirety to the public for its intended use within 36 months from the date of execution of this Funding Agreement.

3.6 Reporting Requirements. On a quarterly basis starting on the execution date of this Funding Agreement and until Start of Operations as defined under Section 3.5.3 herein, ITID shall submit quarterly Project status reports to the County.

A. The quarterly Project status reports shall be submitted by ITID on or before every January 15, April 15, July 15, and October 15 during the Term of this Funding Agreement.

B. The quarterly Project status reports shall include, at a minimum: a summary of the work accomplished, problems encountered, percentage of physical completion, milestone attainment status (as per Section 3.5 herein), explanations for any delays and/or cost overruns, and a payment certification log for monies disbursed under this Funding Agreement. The County shall have the right to request other reasonable topics (related to project development and agreement compliance) to be added the quarterly Project status reports. Upon receipt of the County's request, ITID shall cause said topics to be included in the next quarterly Project status report.

3.7 Presentation(s). Upon request of County's Representative or other duly authorized County employee, ITID shall provide a presentation(s) of the Project and any matters related directly thereto at a regularly scheduled meeting(s) of the Committee and/or Board.

3.8 Operations. ITID shall operate and maintain the Project for its intended use by the general public, and with no reliance upon this Funding Agreement for its performance. ITID shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use. ITID shall not transfer management of the Project to a third party without the written consent of County. Should ITID transfer management of the Project to a party or parties not now a part of this Funding Agreement, ITID shall continue to be responsible for the liabilities and obligations as set forth herein. For purposes of this section, it is understood by the parties that transfer restrictions exclude those related to ITID's statutory successor(s), if one were to exist in the future, as long as: 1) the County's approves the assignment of this Funding Agreement to the statutory successor, which approval shall not be unreasonably denied; 2) the statutory successor remains a public entity in compliance with use restrictions applicable to Surtax funds; and 3) the statutory successor agrees to the be bound by the terms, rights and obligations of this Funding Agreement.

3.9 Use Restriction. ITID shall restrict its use of the Project to recreational, cultural, civic, community and social purposes. County approval shall be required in the event that ITID desires to use the Project for different purposes.

ARTICLE 4
FUNDING

4.1 General. County will pay to ITID a total amount not to exceed three million dollars ($3,000,000) of Surtax monies for the development, design, permitting and/or construction of the Project. The total not to exceed amount as set forth in this Section shall be paid by County to ITID on a reimbursable basis and without obligation that ITID expend the total not to exceed amount in full to achieve Project completion. After payment by the County of the final Contract Payment Request Form or upon termination of the Funding Agreement pursuant to Section 5.2 herein, the County shall have the right to reallocate as it deems appropriate, any unspent funds. Any costs incurred in connection with the Project in excess of the total not to exceed amount shall be the sole responsibility of ITID. Should the total cost of the Project at the time of award for construction, inclusive of all eligible County Surtax monies expended to date, exceed the Project cost estimate included in Exhibit "A" herein, ITID shall be solely responsible for said additional funding need. Prior to the award for construction, ITID shall certify to the County that it has appropriated the excess funds required for completion of the Project. The County shall not reimburse any funds to ITID for the Project until ITID has appropriated and expended said excess funds. The County's financial contribution towards the Project is limited to the extent of this Funding Agreement. The County shall not be required to pay ITID any additional funds for any other capital improvement required by or of ITID.

4.2 Public Ownership Restrictions. As a direct limitation resulting from the use of Surtax monies, the Project shall remain in public ownership in perpetuity. ITID acknowledges and accepts this restrictive condition. Upon completion, the Project shall remain the leased property of ITID (or its statutory successors, if one were to exist in the future) as per the terms of the amended Lease. Upon expiration and earlier termination of the amended Lease, any improvements and equipment shall become the property of the County.

4.3 **Cost Certification.** ITID shall provide County with a certification, in a form acceptable to the County, from ITID's chief financial officer or independent accountant that each cost item for which County funding is requested under this Article 4 constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

4.4 **Reimbursement.** County shall reimburse to ITID Project costs as per the terms and conditions of this Funding Agreement, upon receipt of a complete Contract Payment Request from ITID, on a monthly basis starting on the date of execution of this Funding Agreement. The County will submit reimbursement payment within forty-five (45) days of the appropriate Contract Payment Request Form.

A. For each requested payment, ITID shall provide the County a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by ITID and shall include the in-house labor costs specific only to the Project; ITID equipment usage specific only to the Project; vendor invoice number; invoice date; and the amount paid by ITID along with the number and date of the respective check or proof of payment for said payment. ITID shall attach a copy of each vendor's invoice paid by ITID along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. ITID shall certify the total funds spent by ITID on the Project and that payment to each vendor invoice as listed on the Contractual Services Purchase Schedule Form was issued.

B. The County shall have the right to perform a Project site inspection, request actual payroll records and labor time tracking documents specific only to the project, and/or receive answers to questions posed to ITID related to line items for which reimbursement is requested prior to approval of any Contract Payment Request.

C. The County shall retain five percent (5%) from the total amount certified by ITID on each Contract Payment Request. Said retainage will be disbursed to ITID upon Project completion subject to the submission by ITID of a final Contract Payment Request supported by a Certificate of Occupancy or a Completion Certification for the Project. ITID shall provide to the County the final Contract Payment Request no later than ninety (90) days following Start of Operations as defined in Sec.3.5.3 herein. The County shall conduct a final Project site inspection prior to approval of the final Contract Payment Request.

ARTICLE 5
TERM AND TERMINATION

5.1 **Effective Date and Term.** This Funding Agreement is expressly contingent upon

execution by all Parties and shall be effective and binding from the date of approval by the last Party to execute this Agreement (the "Effective Date") and continue until the earlier of; (a) payment by the County of the final Contract Payment Request Form; or (b) the date of any termination of this Funding Agreement, pursuant to the terms hereof, but in no event will this Funding Agreement exceed three (3) years (the "Term"), unless the term is extended as provided or as agreed to by both parties as outlined in this Funding Agreement.

5.2 Termination Rights. The County shall have the right to terminate this Funding Agreement upon occurrence of any of following non-compliance events (subject to a cure period), by ITID. In the event of such termination, ITID shall reimburse to the County any monies received under this Funding Agreement that were not found by the County to be a justifiable expense as of the date of the termination notice.

A. Failure to meet any of the development milestones as detailed in Section 3.5 herein.

B. Failure in the performance of any of the material obligations under this Funding Agreement.

5.3 Cure Period. In the event of any non-compliance event by ITID in the performance of any of the terms and conditions as required under this Funding Agreement, the County shall issue written notice to ITID specifying with detail the nature of the non-compliance. ITID shall have ninety (90) calendar days to cure said non-compliance.

5.4 Termination Notice and Effectiveness. Termination will be effective seven (7) calendar days after the County issues due written notice as required under this Funding Agreement.

5.5 Survival. The following provisions shall survive termination of this Funding Agreement: Sections 4.2, 8.7, 10.1, 10.2, 10.5, 10.12, 10.20 and Article 6.

ARTICLE 6
REMEDIES

6.1 General. If ITID fails to cure a non-compliance event as per Section 5.3, herein, County shall have the right, at any time thereafter, to pursue any and all remedies available pursuant to this Funding Agreement, either in whole or in part, including but not limited to, terminating the Funding Agreement as detailed in Article 5 herein.

6.2 No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Funding Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 7
NOTICE

7.1 General. All notices to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. A courtesy copy shall be provided via electronic mail. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

For notice to the County:

Director
Parks and Recreation Department
Palm Beach County
2700 Sixth Avenue South
Lake Worth, FL 33461

With a copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Director
Property and Real Estate Management Division
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

For notice to ITID:

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

District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401

Chief Financial Officer
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

ARTICLE 8
INSURANCE AND INDEMNIFICATION

8.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, ITID acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

8.2 ITID agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

8.3 ITID agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on ITID's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. ITID shall agree to be fully responsible for any deductible or self-insured retention.

8.4 ITID shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above-mentioned coverages.

8.5 Compliance with the foregoing requirements shall not relieve ITID of its liability and obligations under this Agreement.

8.6 ITID shall require each Contractor engaged by ITID for work associated with this Agreement to maintain:

A. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.

B. Commercial General Liability coverage at limits of not less than $1,000,000 Each Occurrence. The County shall be added as an "Additional Insured".

C. Business Auto Insurance with limits of not less than $1,000,000 Each Accident.

D. If the construction work being performed exceeds $200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

8.7 Indemnification. It is understood and agreed that ITID is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Funding Agreement and operates no control over the Project. Without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, in the event a claim or lawsuit is brought against the County or any of its officers, agents or employees, ITID shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of ITID, its agents, servants and/or employees in the performance of this Funding Agreement. The foregoing indemnification shall survive termination of this Funding Agreement. In consideration for reimbursement of costs incurred prior to the term of this Funding Agreement, the foregoing indemnification shall apply not only during the term of this Funding Agreement but also apply for the period prior to the Funding Agreement for which ITID is eligible to receive reimbursement from County.

ARTICLE 9
ASSIGNMENT

9.1 General. Neither County nor ITID may assign this Funding Agreement in whole or in part, without prior written consent of the other Party, which may be granted or withheld at the other Party's absolute discretion.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421–2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of ITID, its officers, agents, employees, and lobbyists with respect to this Funding Agreement in order to ensure compliance with this Funding Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation of this Funding Agreement shall be in violation of Palm Beach County Code, Section 2-421–2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor. The Indian Trail Improvement District, as a Chap. 298 entity, does not generally fall under the jurisdiction of the Office of the Inspector General for Palm Beach County. Any ITID records to be provided or other requests will remain related solely to this Funding Agreement. ITID shall provide any pertinent public records as described herein.

10.2 Governing Law and Venue. This Funding Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The Parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

10.3 County's Representative. The County's representative during the development, design, permitting and construction of the Project shall be the Director, Palm Beach County Parks and Recreation Department, telephone number: (561) 966-6613.

10.4 ITID's Representative. ITID's representative during the development, design, permitting and construction of the Project shall be the Assistant Executive Director/Chief Construction Officer, Indian Trail Improvement District), telephone number: (561) 793-0874.

10.5 WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS FUNDING AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS FUNDING AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND ITID TO ENTER INTO THIS FUNDING AGREEMENT.

10.6 Construction. In construing this Funding Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

10.7 Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Funding Agreement, or in any renewals thereof, shall extend to and be binding upon the legal representatives, successors and assigns of the respective Parties hereto as if there were in every case named and expressed and wherever reference is made to any of the Parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such Party as if in each and every case so expressed.

10.8 Integration and Merger. This Funding Agreement shall constitute the full and complete understanding between the Parties as to the matters addressed herein. There are no oral understandings, terms or conditions and no Party has relied on any representation, express or implied, not contained in this Funding Agreement. All prior understandings, terms or conditions, whether with a Party to this Funding Agreement or any partner of a Party, are deemed to merge in this Funding Agreement, and this Funding Agreement cannot be changed or supplemented except by an agreement in writing and signed by the Parties to this Funding Agreement.

10.9 Severability. If any provisions of this Funding Agreement shall be declared invalid or unenforceable, the remainder of the Funding Agreement shall continue in full force and effect.

10.10 Compliance with Laws. None of the Parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the planning, development, construction, use, operation and maintenance of the Project under the terms of this Funding Agreement.

10.11 Exhibits. All exhibits referenced in this Funding Agreement are incorporated into this Funding Agreement by such reference and shall be deemed to an integral part of this Funding Agreement.

10.12 Attorney's Fees. In the event of litigation arising under, or in connection with, this Funding Agreement, each Party shall bear and be responsible for their own attorneys' fees and costs at the pre-trial, trial and appellate levels. This provision shall survive the termination of this Funding Agreement for any reason.

10.13 Construction. No party shall be considered the author of this Funding Agreement since the Parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Funding Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

10.14 Amendments. No change, amendment or modification of this Funding Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both Parties hereto. No change, amendment or modification of this Funding Agreement shall be deemed to be made by either Party on the basis of any action or failure to act by either Party or by the course of performance, course of dealing, or course of conduct of either Party.

10.15 Captions. The captions contained in this Funding Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Funding Agreement or the intent of any provision contained herein.

10.16 No Waiver. Any waiver by either Party of a breach of any provision of this Funding Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Funding Agreement. The failure of a Party to insist upon strict adherence to any term of this Funding Agreement on one or more occasions shall neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Funding Agreement. Any waiver must be in writing and signed by the Party to be charged therewith.

10.17 Force Majeure. Except as otherwise provided herein, neither Party shall be in default under, or breach of, this Funding Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Funding Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by the County), or the international equivalent thereof), failure of

technical facilities, or any other cause of any nature whatsoever beyond the control of the Parties which was not avoidable in the exercise of reasonable care and foresight. The Party claiming the occurrence of a Force Majeure event shall promptly notify the other Party of such occurrence, and the likely duration and termination thereof.

10.18 Counterparts. Provided that all Parties hereto execute an original of this Funding Agreement, this Funding Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.19 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, ITID warrants and represents that throughout the term of this Funding Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Funding Agreement. As a condition of entering into this Agreement, ITID represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

10.20 No Third Party Beneficiary. No provision of this Funding Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Funding Agreement, including but not limited to any citizen or employees of the County and/or ITID.

10.21 Filing. A copy of this Agreement shall be filed by the County with the Clerk of the Circuit Court of Palm Beach County.

10.22 Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if ITID: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., ITID shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time ITID is specifically required to:

a. Keep and maintain public records required by the County to perform services as provided under this Contract.

b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. ITID further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if ITID does not transfer the records to the public agency.

d. Upon completion of the Contract ITID shall transfer, at no cost to the County, all public records in possession of ITID unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If ITID transfers all public records to the County upon completion of the Contract, ITID may destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ITID keeps and maintains public records upon completion of the Contract, ITID shall meet all applicable requirements for retaining public records. All records related to the Project and Funding Agreement stored electronically by ITID must be provided to the County, upon request of the County's Custodian of Public Records.,.

Failure of ITID to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause.

IF ITID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

10.23 E-Verify. ITID warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ITID's subcontractors performing the duties and obligations of this Agreement are registered with the E- Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ITID shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ITID shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that ITID has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that ITID's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, County shall notify ITID to terminate its contract with the subcontractor and ITID shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, ITID shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, ITID shall also be liable for any additional costs incurred by County as a result of the termination.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Funding Agreement to be executed on the day and year first above written.

R2023 0225 FEB 07 2023

ATTEST:
JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By _____
Senior Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Jennifer Cirillo, Director
Parks and Recreation

INDIAN TRAIL IMPROVEMENT DISTRICT

By: _____
Michael T. Johnson, Board President

ATTEST:

By: _____
~~**Mary M. Viator**~~ Patricia Farrell (PF)
Secretary

[District Seal]

LIST OF EXHIBITS

EXHIBIT A	Project Description, Cost Estimate, and Conceptual Site Plan
EXHIBIT B	Legal Description of Property
EXHIBIT C	Contract Payment Request Form (Page 1 of 2) and Contractual Services Purchase Schedule Form (Page 2 of 2)

EXHIBIT A

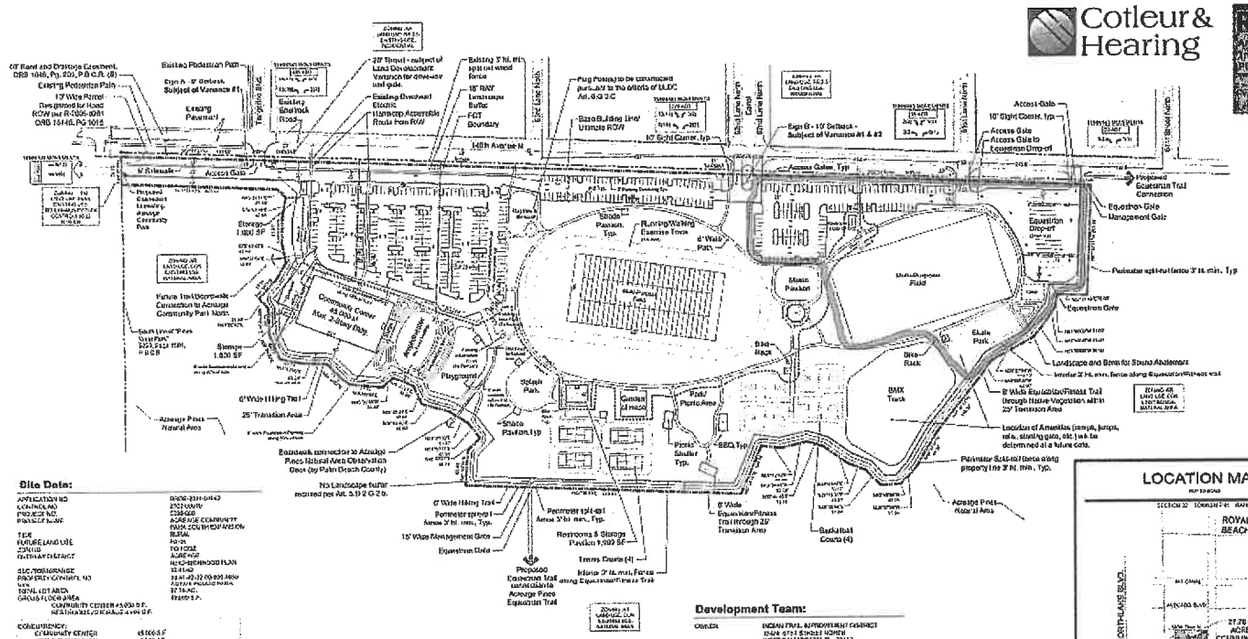
PROJECT DESCRIPTION,
COST ESTIMATE, AND CONCEPTUAL
SITE PLAN

Acreage Community Park South

Phase II Construction Estimate

INDIAN TRAIL IMPROVEMENT DISTRICT

Item	Description	Quantity	Unit	Unit Cost	Item Cost
ADM	Mitigation	1	LS	$ 35,000.00	$ 35,000.00
PK	Multi-Purpose Field - Artificial Turf & Lighting	1	LS	$ 1,052,500.00	$ 1,052,500.00
PK	Restroom Building	1,000	SF	$ 300.00	$ 300,000.00
PK	Skate Park	1	LS	$ 225,000.00	$ 225,000.00
101-1	Mobilization/Demobilization (Includes Video / Survey)	1	LS	$ 30,000.00	$ 30,000.00
330-001	Interior Sidewaks - Paved	6,650	SF	$ 6.35	$ 42,227.00
104	NPDES Compliance (Erosion Control)	1	LS	$ 5,000.00	$ 5,000.00
104-12	Staked Silt Fence	3,500	LF	$ 5.50	$ 19,250.00
110-1-1	Demolition / Clearing & Grubbing	1.00	AC	$ 45,000.00	$ 45,000.00
120-1	Excavation / Site Filling & Grading	7,218	CY	$ 6.50	$ 46,917.00
120-6	Excavation / Detention Areas	1,600	CY	$ 9.00	$ 14,400.00
160-4	Type 'B' Stabilization (12")	9,431	SY	$ 3.00	$ 28,293.00
285-706	Optional Base Group 8	9,413	SY	$ 24.00	$ 225,912.00
334-1-13	1-1/2" Type 12.5 SP Level C Asphalt	920	TN	$ 96.00	$ 88,320.00
430-174-124	Pipe Culvert	1	LS	$ 155,000.00	$ 155,000.00
522-1	Type D Curb	2,330	LF	$ 26.00	$ 60,580.00
570-1-2	Turf / Sod	7,800	SY	$ 4.25	$ 33,150.00
570-1-2	Irrigation	1	LS	$ 45,000.00	$ 45,000.00
570-1-2	Landscaping	1	LS	$ 195,000.00	$ 195,000.00
715-001	Sight Lighting - Parking	18	EA	$ 17,500.00	$ 315,000.00
711-14	Striping / Signage	1	LS	$ 34,000.00	$ 34,000.00
Total					$2,995,549



Site Data:

APPLICATION NO	2011-1992
CONTROL NO	2002-019
PROJECT NO	05086-000
PROJECT NAME	ACREAGE COMMUNITY PARK SOUTH EXPANSION
TIER	NU-SC
FUTURE LAND USE	PO
ZONING	PO TOSE
OVERLAY DISTRICT	AGR-TMD
	NEIGHBORHOOD PLAN
SEC./TOWNSHIP/RANGE	32-41-42
PROPERTY CONTROL NO	32-41-42-32-00-000-7000
SITE	ACREAGE PARCEL
TOTAL LOT AREA	27.76 AC.
GROSS FLOOR AREA	Phase 2 -
COMMUNITY CENTER 45,000 S.F.	
RESTROOMS/STORAGE 4,000 S.F.	
CONCURRENCY:	
COMMUNITY CENTER	45,000 S.F.
ACTIVE PUBLIC PARK	27.76 AC.
* Concurrency requirements for the new park and amenities shown on this plan	
TAZ	683
LAST BCC APPROVAL	August 24, 2011
RESOLUTION #	R-2011-1276
FLOOR AREA RATIO	04
BUILDING COVERAGE	1%
(INCLUDES 10,000 SF FOR SHADE PAVILIONS, WEATHER PROTECTION BAY)	
PERVIOUS AREA	91%
IMPERVIOUS AREA	10%
MAX BLDG HT	35'
PARKING REQUIRED	322 SP
Outdoor Active Recreation (1 space @ 2 ac. including, but not limited to, ballfields, tennis courts, basketball courts, multi-use play areas, and playground areas)	23
Amphitheater (no fixed seats) (1 SP. for 4 seats or 8 linear ft. bench seating)	0
Community Center (1 SP. for 200 SF of the first 10,000 SF & 1 SP. for 250 SF of the next 40,000 SF @ 160 SP.)	225
Restrooms (1 SP. for 200 SF)	9
Picnic Shelters (1 SP. for 200 SF)	8
Concession Stand (1 SP. for 200 SF)	57
TOTAL = 322	
PARKING PROVIDED	419 SP
HANDICAP PARKING REQUIRED	10 SP
HANDICAP PARKING PROVIDED	13 SP
LOADING REQUIRED	0
LOADING PROVIDED	1

PROPERTY DEVELOPMENT REGULATIONS									
	ZONING DISTRICT	MIN. LOT DIMENSIONS		MIN. BLDG. FAR, COVER	MIN. BLDG. SETBACKS				
		AREA	WIDTH	DEPTH	FRONT	SIDE	STREET	REAR	
REQUIRED	PO (Acreage / 40 ac. Tract)	NA	NA	NA	25	NA	NA	10A	NA
PROPOSED	PO	27.76 AC	1,620	742	84	25	57	25	42

NOTE: ALL ZONING CRITERIA ARE BEING PROPOSED PER ARTICLE 3.D.1.A

Notes:

- BASE INFORMATION FROM SURVEY FOR ROYAL PALM BEACH CANAL PARCEL AS PREPARED BY [illegible] DATED [illegible]
- ALL STORMWATER PRE-TREATMENT WILL BE ACCOMPLISHED BY EXFILTRATION TRENCH
- THERE ARE NO PROPERTY DEVELOPMENT REGULATIONS FOR THE PO ZONING DISTRICT PER ULDC ARTICLE 3
- ALL OUTDOOR LIGHTING SHALL BE EXTINGUISHED NO LATER THAN 11:00 PM, EXCLUDING SECURITY LIGHTING ONLY
- PER ULDC ARTICLE 5.B.2.F.1.a.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.a.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.b.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.c.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.d.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.e.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.f.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.g.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.h.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.i.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.j.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.k.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.l.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.m.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.n.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.o.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.p.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.q.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.r.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.s.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.t.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.u.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.v.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.w.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.x.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.y.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS
- PER ARTICLE 5.B.2.G.1.z.(1) NO LANDSCAPING IS REQUIRED ALONG INTERIOR PROPERTY LINES WHERE A CROSS ACCESS AGREEMENT EXISTS

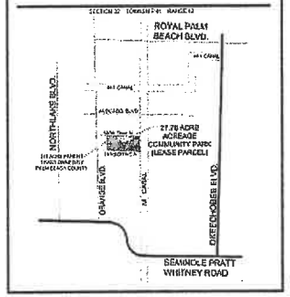
Development Team:

OWNER:	INDIAN TRAIL IMPROVEMENT DISTRICT 13476 61ST STREET NORTH WEST PALM BEACH, FL 33412
PLANNING:	PROSKE ENGINEERING CONSULTING INC. 2300 VISTA PARKWAY, SUITE 111 WEST PALM BEACH, FL 33411-8720 561-296-9566
CIVIL ENGINEER:	ENGINEERING GROUP 8241 BELVEDERE ROAD WEST PALM BEACH, FL 33406 561-615-1151
SURVEYOR:	ENGINEERING GROUP 8241 BELVEDERE ROAD WEST PALM BEACH, FL 33406 561-615-1151
LAND PLANNER:	URBAN DESIGN KILDAY STUDIOS 417 S. ROSEMARY AVENUE, SUITE 205 WEST PALM BEACH, FL 33401 561-366-1100 CORRIGAN ENGINEERING INC 1035 COMMERCE LANE SUITE 1 JUPITER, FLORIDA 33458 561-747-6336
ARCHITECT / LANDSCAPE PLANNER:	RED ARCHITECTURE 307 CLEMATIS STREET, 4TH FLOOR WEST PALM BEACH, FL 33401 561-693-2265

Variance Chart: Approved 8/4/11 Reso # ZR-2011-021

Variance	Code Section	Required	Proposed	Variance
#1	Table 6.C.2.A Freestanding Sign Standards	15' Setback from R/W	Min. 5' Setback from R/W	10' Max
#2	Table 6.C.2.A Freestanding Sign Standards	1 Sign per project frontage	2 Sign per project frontage	1

LOCATION MAP



Zoning Amendments:

ZAR 2014-1584 10/03/2014 IS
ZZR 2016-0041 01/21/2016 DSQ

Zoning Stamps:

PROJECT #: 05086-000
CONTROL #: 2002-019

EXHIBIT #: 7
SUPERSEDES EXH #: 6

APPLICATION #: 2011-1992
DATE APPROVED: 9/14/11

PROJECT MANAGER:
D. ADELSPERGER

Conceptual Design By:

Cotleur & Hearing

REG

urban design kilday STUDIOS

Urban Planning & Design
Landscape Architecture
Communication Graphics

217 S. Rosemary Ave., Suite 205
West Palm Beach, FL 33401
P: 561-366-1100
F: 561-366-1111

Acreage Community Park South Expansion

Partnership between Palm Beach County, Florida

Final Site Plan

NORTH

0 50' 100' 200'

Scale: 1" = 100'

FSP 1

of 1

EXIHIBIT "B"
LEGAL DESCRIPTION
ACREAGE COMMUNITY PARK - SOUTH

A PARCEL OF LAND LYING WITHIN THE EAST ONE-HALF (1/2) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE S02°13'40"W, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4/) OF SAID SECTION 32, AS A BASIS OF BEARINGS, A DISTANCE OF 2,220.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S02°13'40"W ALONG SAID LINE, A DISTANCE OF 404.28 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 32; THENCE S02°11'43"W, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 1,875.78 FEET; THENCE DEPARTING SAID EAST LINE N87°48'13"W, A DISTANCE OF 265.00 FEET; THENCE N02°11'49"E, A DISTANCE OF 72.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 31.00 FEET; THENCE N57°00'00"W, A DISTANCE OF 33.00 FEET; THENCE N51°00'00"W, A DISTANCE OF 56.00 FEET; THENCE N29°27'04"W, A DISTANCE OF 112.42 FEET; THENCE N55°00'00"W, A DISTANCE OF 62.00 FEET, THENCE N51°46'17"W, A DISTANCE OF 148.30 FEET; THENCE N59°17'56"W, A DISTANCE OF 97.98 FEET; THENCE N49°07'59"W, A DISTANCE OF 55.66 FEET; THENCE N03°48'08"W, A DISTANCE OF 47.35 FEET; THENCE N48°26'49"E, A DISTANCE OF 51.88 FEET; THENCE N21°16'31"E, A DISTANCE OF 45.57 FEET; THENCE N34°48'47"E, A DISTANCE OF 70.17 FEET; THENCE N15°40'46"E, A DISTANCE OF 39.78 FEET; THENCE N13°36'05"W, A DISTANCE OF 62.38 FEET; THENCE N07°12'12"E, A DISTANCE OF 44.28 FEET; THENCE N67°38'44"W, A DISTANCE OF 124.54 FEET; THENCE N02°11'49"E, A DISTANCE OF 650.85 FEET; THENCE S85°44'34"E, A DISTANCE OF 85.41 FEET; THENCE S45°07'27"E, A DISTANCE OF 40.76 FEET; THENCE N51°50'11"E, A DISTANCE OF 43.84 FEET; THENCE N31°26'33"E, A DISTANCE OF 53.27 FEET; THENCE N16°09'40"E, A DISTANCE OF 66.69 FEET; THENCE N65°25'28"E, A DISTANCE OF 45.84 FEET; THENCE N26°23'27"E, A DISTANCE OF 52.06 FEET; THENCE N45°30'18"W, A DISTANCE OF 35.68 FEET; THENCE N06°06'50"E, A DISTANCE OF 77.71 FEET; THENCE N44°48'57"E, A DISTANCE OF 73.35 FEET; THENCE N02°24'35"E, A DISTANCE OF 62.29 FEET; THENCE N11°42'05"E, A DISTANCE OF 48.75 FEET; THENCE N66°24'20"E, A DISTANCE OF 63.74 FEET; THENCE N87°48'39"E, A DISTANCE OF 62.94 FEET; THENCE N47°00'40"E, A DISTANCE OF 31.59 FEET; THENCE S48°55'25"E, A DISTANCE OF 57.58 FEET; THENCE S59°28'54"E, A DISTANCE OF 50.49 FEET; THENCE N78°53'45"E, A DISTANCE OF 47.44 FEET; THENCE S89°02'10"E, A DISTANCE OF 61.61 FEET; THENCE S79°51'19"E, A DISTANCE OF 47.95 FEET; THENCE N43°31'14"E, A DISTANCE OF 27.45 FEET; THENCE N02°13'40"E, ALONG A LINE BEING 80.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 365.69 FEET

TO A POINT ON THE SOUTH LINE OF "PINES WEST PARK" AS DESCRIBED IN OFFICIAL RECORD BOOK 9299, PAGE 1501 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE N89°00'00"E, ALONG SAID LINE, A DISTANCE OF 80.13 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND FOR ROAD RIGHT-OF-WAY PURPOSES:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PROTION OF THE ACREAGE COMMUNITY PARK EXPANSION PROPERTY RECORDED IN OFFICIAL RECORD BOOK 12274, PAGES 1974-1984, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 02°13'42" WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 2,220.84 FEET TO THE NORTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°13'42" WEST ALONG SAID EAST LINE, A DISTANCE OF 404.22 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 02°11'51" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1875.78 FEET TO THE SOUTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXTENSION PROPERTY; THENCE NORTH 87°48'09" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°11'51" EAST ALONG A LINE 10.00 FEET WEST OF AN PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1875,78 FEET; THENCE NORTH 02°13'42" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 403.83 FEET; THENCE NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 22,798 SQAURE FEET OR 0.5234 ACRES MORE OR LESS CONTAINING 28.459 ACRES, MORE OR LESS.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

_____
Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)		
Contractual Services	(C)		
Materials, Supplies, Direct Purchases	(M)		
Equipment, Furniture	(E)		
TOTAL PROJECT COSTS			

Key Legend

CS = Consulting Services
C = Contractual Services
M = Materials, Supplies, Direct Purchases
E = Equipment, Furniture

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

_____
Administrator Date

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Financial Officer Date

PBC USE ONLY

County Funding Participation	$	
Total Project Costs To Date:	$	
County Obligation To Date	$	
County Retainage (_____ %)	$	
County Funds Previously Disbursed	$	
County Funds Due this Billing	$	

Reviewed and Approved By:

_____
PBC Project Administrator Date

_____
Department Director Date

Page 1 of ____

Agenda Item #3.M.4.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

MGM | SB 7-0

AGENDA ITEM SUMMARY

R-2023-1478

Meeting Date: October 3, 2023

[X] Consent **[ ] Regular**
[ ] Ordinance **[ ] Public Hearing**

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Infrastructure Surtax Funding Agreement R2023-0225 ("Funding Agreement") with Indian Trail Improvement District ("ITID") for the Acreage Community Park South Expansion Project ("Project") in the amount of $3,000,000 from the Infrastructure Surtax (IST) Fund to change the location of the installation of artificial turf from Multi-Purpose Field B to Multi-Purpose Field A.

Summary: Acreage Community Park is located at 140th Avenue North in unincorporated Palm Beach County and is managed and maintained by ITID. This 45-acre park features athletic fields, multipurpose fields, a track, amphitheater, playground, picnic facilities, walking paths and restrooms. The park is adjacent to the County's 124-acre Acreage Pines Natural Area. ITID currently leases approximately 28-acres of Acreage Community Park (Acreage Community Park South) from the County. On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects and included an allocation of $3,000,000 towards the construction of a recreation center at Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to additional outdoor recreation amenities such as Multipurpose Field B, skate park, and associated infrastructure. On July 25, 2023 the ITID Board approved Resolution No. 2023-012 requesting the reallocation of funding set aside for the installation of artificial turf from the new Multi-Purpose Field B to the existing Multi-Purpose Field A. ITID has determined that this reallocation will improve park operations, maintenance, safety, accessibility and enjoyment by users. The Amendment replaces the Conceptual Site Plan depicted in Exhibit "A" of the Funding Agreement with this proposed modification in Exhibit "A-1". The proposed change will involve no change in the estimated cost of construction or affect the allocation to the ITID of the not to exceed amount of $3,000,000 approved in the Funding Agreement. **This project is funded through the infrastructure sales tax.** District 6 (AH)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved a one-penny infrastructure surtax for collections beginning January 1, 2017, and continuing for the sooner of 10 years or $2.7 billion in proceeds before September 1 of any year. Also included was the creation of an IST Independent Citizen Oversight Committee to audit spending for compliance with approved projects

The proposed first amendment will have no net effect on the total IST funding allocated to the Department.

Attachment: First Amendment to Funding Agreement

Recommended by: _____ 9/15/23
Department Director **Date**

Approved by: _____ 9/26/2023
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	*-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No X
Does this item include use of federal funds? Yes _____ No X

Budget Account No.: **Fund** 3950 **Department** 581 **Unit** T203
Object _____ **Program** _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB 9/18/2023 9/18 OB 9/18

Contract Development and Control 9/21/23 9/21/23

B. Legal Sufficiency:

Assistant County Attorney 9/25/23

C. Other Department Review:

Department Director

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R2023 1478 OCT 0 3 2023

FIRST AMEDMENT TO INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

THIS FIRST AMENDMENT to Infrastructure Surtax Funding Agreement, dated February 7, 2023 is made and entered into on October 3, 2023 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT,** an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "ITID". ITID and the County are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners approved Resolution R2023-0225 adopting an Infrastructure Surtax Funding Agreement with ITID ("Funding Agreement"). The Funding Agreement authorized expenditure of an amount not to exceed $3,000,000 from the Local Government Infrastructure Surtax to construct certain outdoor recreation facilities and amenities in Acreage Community Park South. These amenities include are but not limited to construction of new Multi Purpose Field B surfaced with artificial turf, the approximate location of which was identified on the Conceptual Site Plan attached to the Funding Agreement as Exhibit "A"; and

WHEREAS, ITID has determined that in order to improve the efficient operation and maintenance of facilities and increase the safety, accessibility and enjoyment of users, Infrastructure Surtax Funds can be better used if the Conceptual Site Plan is revised to reallocate funds set aside for the installation of artificial turf on new Multi-Purpose Field B to existing Multi-Purpose Field A; and

WHEREAS, On July 25, 2023, the ITID Board adopted a Resolution No. 2023-012, requesting the reallocation of funding for the installation of artificial turf from new Multi-Purpose Field B to existing Multi-Purpose Field A; and

WHEREAS, the proposed change in the Conceptual Site Plan for expenditure of Infrastructure Surtax Funds will involve no change in the estimated cost of construction of facilities in Acreage Community Park South or affect the allocation to the not to exceed amount of $3,000,000 approved by the Funding Agreement. No other changes to the Conceptual Site Plan are requested; and

WHEREAS, the proposed changes are consistent with the terms and understandings between the ITID and the County regarding use of Infrastructure Surtax funds.

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

1. Exhibit "A" attached to the Funding Agreement is hereby deleted in its entirety and replaced with a new Exhibit "A-1" attached hereto and incorporated herein. Exhibit "A-1" illustrates the Revised Conceptual Site Plan in which the funds set aside for the installation of artificial turf on Multi-Purpose Field B will instead be used on the existing Multi-Purpose Field A.

2. Except as provided herein, each and every other term of the Funding Agreement shall remain in full forces and effect and the Funding Agreement is reaffirmed as modified herein.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

R2023 1478 OCT 0 3 2023

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Senior Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Director - Parks and Recreation

ATTEST:

By: _____
Secretary, Board of Supervisors

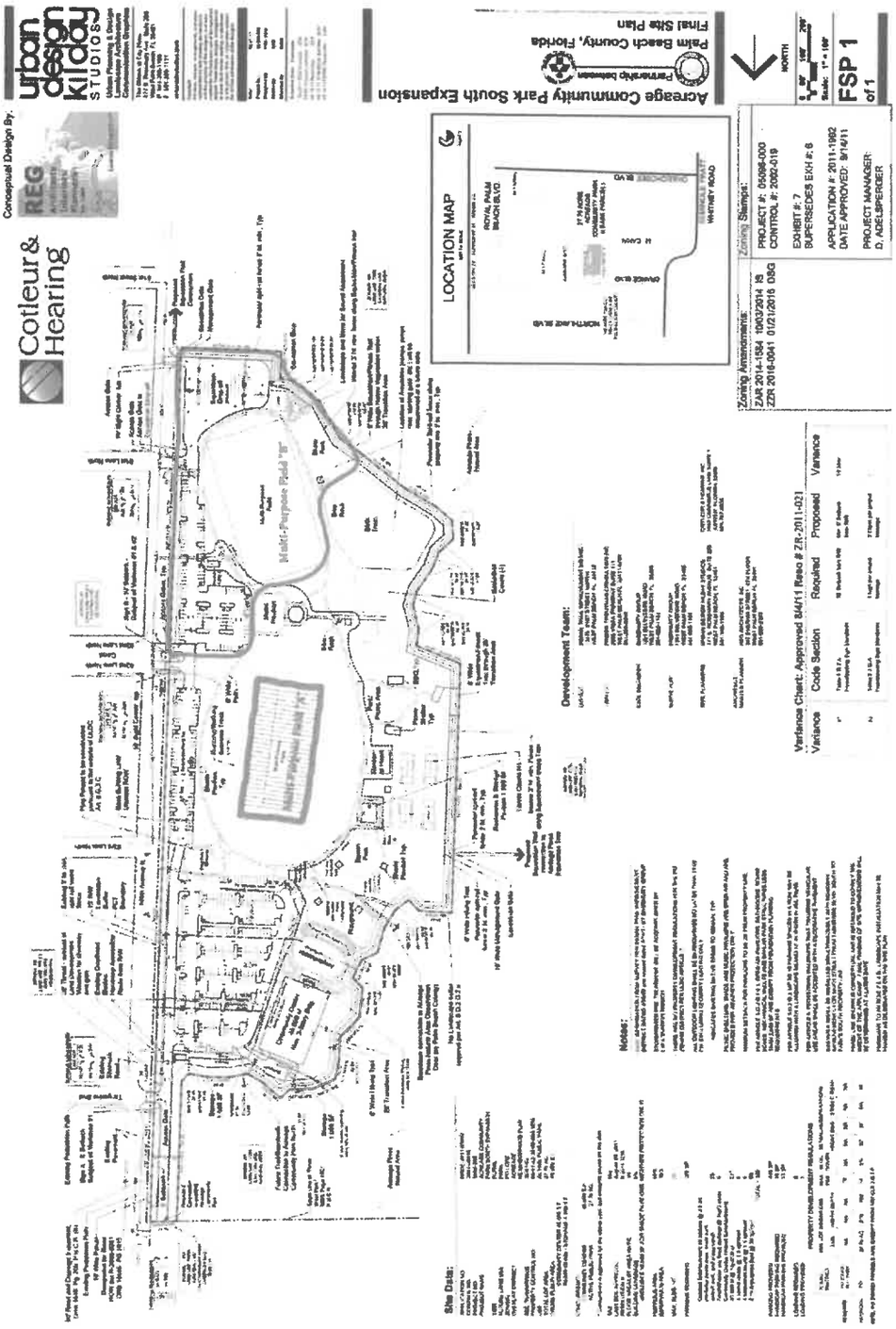
Print: Patricia Farrell

INDIAN TRAILS IMPROVEMENT DISTRICT

By: _____
President, Board of Supervisors

Print: Michael Johnson

EXHIBIT "A-1"


Acreage Community Park South Expansion
Palm Beach County, Florida
Final Site Plan
LOCATION MAP
Zoning Amendments:
ZAR 2014-1584 10/03/2014 R8
ZZR 2016-0041 01/21/2016 D8G
Zoning Stamps:
PROJECT #: 05098-000
CONTROL #: 2002-019
EXHIBIT #: 7
SUPERSEDES EXH #: 8
APPLICATION #: 2011-1982
DATE APPROVED: 9/14/11
PROJECT MANAGER:
D. ADELSPERGER
FSP 1
of 1
Development Team:
Variance Chart: Approved 9/4/11 Reso # ZR-2011-021
Variance
Code Section
Required
Proposed
Variance
Notes:
Site Data:
Multi-Purpose Field "H"
Cotleur & Hearing
urban design kilday STUDIOS
REG

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Acreage Community Park South Expansion

Phase II Construction Scope and Estimate

Item	Description	Quantity	Unit	Unit Cost	Item cost
PK	Multi-Purpose Field A - Artificial Turf Field	1	LS	$ 1,935,544.99	$ 1,935,544.99
ADM	Mitigation/Removing Invasives	1	LS	$ 35,000.00	$ 35,000.00
PK	Multi-Purpose Field B - Natural Turf Field	1	SF	$ 323,374.01	$ 323,374.01
104	NPDES Compliance (Erosion Control)	1	LS	$ 5,000.00	$ 5,000.00
104-12	Staked Silt Fence	3,500	LF	$ 2.75	$ 9,625.00
110-1-1	Demolition/Clearing & Grubbing	1	AC	$ 57,500.00	$ 57,500.00
120-1	Excavation/Site Filling & Grading	1,804	CY	$ 6.50	$ 11,726.00
120-6	Excavation/Detention Areas	1,600	CY	$ 9.00	$ 14,400.00
160-1	Type "B" Stabilization (12")	4,715	SY	$ 3.00	$ 14,145.00
285-706	Optional Base Group 4	4,715	SY	$ 24.00	$ 113,160.00
334-1-15	1-1/2" Type 12.5 SP Level C Asphalt	460	TN	$ 96.00	$ 44,160.00
430-174-124	Pipe Culvert	1	LS	$ 155,000.00	$ 155,000.00
522-1	Type D Curb	1,165	LF	$ 26.00	$ 30,290.00
570-1-2	Turf/Sod	3,900	SY	$ 4.25	$ 16,575.00
570-1-2	Irrigation	1	LS	$ 45,000.00	$ 45,000.00
570-1-2	Landscaping	1	LS	$ 90,000.00	$ 90,000.00
715-001	Site Lighting - Parking	1	LS	$ 7,500.00	$ 7,500.00
711-14	Striping/Signage	1	LS	$ 17,000.00	$ 17,000.00
285-706	Optional Base Group 1 (Trailer Parking)	1	LS	$ 50,000.00	$ 50,000.00
PK	Security Cameras	1	LS	$ 25,000.00	$ 25,000.00
				Total:	$ 3,000,000.00

Agenda Item # 6D-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS SB|MS 7-0

AGENDA ITEM SUMMARY R-2023-0225

Meeting Date: February 7, 2023

[ ] Consent [X] Regular
[ ] Ordinance [ ] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment to the Infrastructure Surtax (IST) Project Plan approved by the Board of County Commissioners on April 4, 2017, later revised on January 4, 2022;

B) Budget Transfer of $3,000,000 within the IST Fund from Acreage Community Park Recreation Center to Acreage Community Park Expansion; and

C) an Infrastructure Surtax Funding Agreement ("Funding Agreement") between Palm Beach County ("County") and Indian Trail Improvement District ("ITID") for the Acreage Community Park South Expansion Project ("Project") in the amount of $3,000,000 from the Infrastructure Surtax (IST) Fund.

Summary: Acreage Community Park is located at 140th Avenue North in unincorporated Palm Beach County and is managed and maintained by ITID. This 45-acre park features athletic fields, multipurpose fields, a track, amphitheater, playground, picnic facilities, walking paths and restrooms. The park is adjacent to the County's 124-acre Acreage Pines Natural Area. ITID currently leases approximately 28-acres of Acreage Community Park from the County, hereinafter referred to as Acreage Community Park South. On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects which included an ITID park project allocation of $3,000,000 toward the construction of a recreation center at Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to other deferred outdoor recreation infrastructure amenities such as multipurpose fields, skate park, and associated infrastructure. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved. This Funding Agreement allows for reimbursement of eligible expenses for the development, design, permitting and/or construction of the project in an amount not to exceed $3,000,000. **This project is funded through the infrastructure surtax.** District 6 (AH)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved a one-penny infrastructure surtax for collections beginning January 1, 2017, and continuing for the sooner of 10 years or $2.7 billion in proceeds before September 1 of any year. Also included was the creation of an oversight committee to audit spending for compliance with approved projects, and the following allocations: 50% to the School District, 30% to the County, and 20% to the Municipalities. ITID, as a Special District, is not directly eligible for an IST allocation but is eligible for a specified qualifying infrastructure project through the County allocation. (Continued on page 3)

Attachments:
1. Plan Amendment
2. Budget Transfer
3. Funding Agreement

Recommended by: Jennifer E Cirillo — Department Director — 1/26/2023 — Date

Approved by: Donald A. Mills — Assistant County Administrator — 1/30/2023 — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes ____ No X
Does this item include use of federal funds? Yes ____ No X

Budget Account No.: Fund 3950 Department 581 Unit T203
Object ____ Program ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

All funds related to this item are derived from proceeds of the one-penny sales surtax.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

1/23/2023
OFMB 1/20 1/23
MG 1/23

1/27/23
Contract Development and Control
TMA 1/27/23

B. Legal Sufficiency:

1/30/23
Assistant County Attorney

C. Other Department Review:

Department Director
Facilities Development & Operations

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(Background and Justification continued from page 1)

The proceeds of such tax finance the renewal and replacement of existing capital investments including roadway surfaces, bridges, drainage improvements, canals, park amenities, and government buildings, all of which were deferred during the recession and remained outstanding, and projects to maintain levels of service. A detailed project list, Infrastructure Surtax Project Plan, with associated budget was prepared for the projects that are the subject of this item, among others, and approved by the Board on April 4, 2017, later revised on January 4, 2022.

ITID evaluated park infrastructure needs with constituents and determined the recreation center language was not addressing the actual deferred level of service need for park infrastructure at the Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to outdoor recreation amenities such as multipurpose fields, skate park and associated infrastructure.

The parks and recreation outdoor recreation amenities infrastructure which ITID identified meets the definition of infrastructure under Florida State Statute 212.055: Discretionary sales surtaxes, legislative intent, authorization and use of proceeds.

Since this project is included in the Board approved County IST Project Plan, this requested change is required to be presented to the Infrastructure Sales Tax Independent Citizen Oversight Committee for review and recommendation. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved.

The recommended Funding Agreement with Indian Trails Improvement District provides up to $3,000,000 for the Acreage Community Park South Expansion to include development, design, permitting and/or construction of additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure. Funding of this project was established in the Board approved infrastructure surtax project plan.

Acreage Community Park is open to the public on a non-discriminatory basis regardless of residency. The Funding Agreement has been executed by the Indian Trails Improvement District and now needs to be approved by the Board of County Commissioners.

This Funding Agreement will have no net effect on the total IST funding allocated to the Department.

23-0327

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 581 011923*692

FUND 3950 - Infrastructure SurTax

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 01/19/23	REMAINING BALANCE
EXPENDITURES								
3950-581-T156-8101	Contributions Other Governmental Agency	3,000,000	3,000,000		3,000,000	0	0	0
3950-581-T203-8101	Contributions Other Governmental Agency	0	0	3,000,000		3,000,000	0	3,000,000
Total Receipts and Balances		**446,637,116**	**428,693,690**	**3,000,000**	**3,000,000**	**428,693,690**		
	TOTAL							

	Signatures	Date
Parks and Recreation Department **INITIATING DEPARTMENT/DIVISION**	Paul D Gruell	1/23/23
Administration/Budget Department Approval		1/23/2023
OFMB Department - Posted		

By Board of County Commissioners
At Meeting of
February 7, 2023
Deputy Clerk to the
Board of County Commissioners

PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS CLERK

9 of 9

BCC APPROVED PLAN							
Category	**Park**	**Unit Name**	**Commission District**	**Unit Number**	**Total Project Amount**	**FY 2022**	
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Recreation Center	6	T156	$3,000,000	$3,000,000	
				Total Projects	**$3,000,000**		
PLAN AMENDMENT							
Category	**Park**	**Unit Name**	**Commission District**	**Unit Number**	**Total Project Amount**	**FY 2023**	
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Expansion	6	T203	$3,000,000	$3,000,000	
				Total Projects	**$3,000,000**		
		Department Reserve Analysis					
		Beginning Balance Department Reserves			$983,087		
		Ending Balance Department Reserves		**9900**	$983,087		

INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

R2023 0225

THIS AGREEMENT ("Funding Agreement") is made and entered into on FEB 07 2023, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT,** an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "ITID". ITID and the County are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, on January 9, 2011, the County and ITID entered into an Interlocal Agreement ("ILA", R2001-0128) for the cooperative expansion and development of the Acreage Community Park and the Acreage Pines Natural Area; and

WHEREAS, on April 3, 2001, the County and ITID entered into a Lease Agreement ("Lease", R2001-0482) implementing the provisions of the ILA and providing for the lease to ITID of certain real estate owned by the County; and

WHEREAS, the Lease has been amended in 2003 (R2003-0422), 2010 (R2010-1332) and 2018 (R2018-0270), to modify, among other matters, the extent of the leased premises along with the applicable terms and conditions; and

WHEREAS, as per the amended Lease, ITID currently leases from the County an approximately 28-acres parcel located at 6405 140th Avenue North, Loxahatchee, FL 33470, hereinafter referred to as "Acreage Community Park South"; and

WHEREAS, the Lease as amended provides for a 25-year initial term with two (2), twenty-five (25) year renewal options; and

WHEREAS, pursuant to Section 212.055(2) Florida Statutes, the County adopted Ordinance No. 2016-032 ("Ordinance") which authorized a countywide referendum for a Local Government Infrastructure Surtax (Surtax) of one percent (1%) on all authorized taxable transactions occurring within Palm Beach County; and

WHEREAS, the Ordinance requires an independent citizen oversight committee ("Committee"), which was created by County Resolution 2016-1921, to serve as an advisory and reporting body; and

WHEREAS, monies received from the Surtax may be utilized by the County, municipalities of the County and the School Board of Palm Beach County to finance, plan, construct, renovate, and improve needed infrastructure; and

WHEREAS, on April 4, 2017, the County adopted a project plan ("Surtax Plan") to implement the Surtax funded projects which was later revised on January 4, 2022, and which includes an allocation of $3,000,000 towards the construction of the Acreage Community Park Recreation Center ("Recreation Center") within Acreage Community Park South; and

WHEREAS, on April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the Recreation Center be reallocated towards the expansion of the Acreage Community Park South to include additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure; and

WHEREAS, on May 19, 2022, the Committee recommended reallocation of the assigned budget of $3,000,000 from the Recreation Center to the newly created project entitled "Acreage Community Park Expansion" ("Project"); and

WHEREAS, on the date of execution of this Funding Agreement, the Board of County Commissioners ("Board") approved the reallocation as requested by ITID and recommended by the Committee; and

WHEREAS, the County's funds pursuant to the Surtax can be used to construct and improve recreational and government facilities; and

WHEREAS, ITID desires to design, permit, construct, operate and maintain the Project which shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, the County recognizes that ITID performs many of its capital projects with in-house labor and equipment and has actual direct labor and equipment expenses associated with completing capital projects in this manner; and

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

ARTICLE 1
RECITALS

The foregoing recitals are hereby incorporated herein, and made a part hereof, by this reference.

ARTICLE 2
GENERAL

2.1 Purpose. The purpose of this Funding Agreement is for County to financially assist ITID in the development, design, permitting and construction of the Project by providing Surtax monies in a total amount not to exceed THREE MILLION DOLLARS ($3,000,000). The funds assigned under this Funding Agreement will specifically be used towards the development, design, permitting and construction of the multipurpose fields (with synthetic turf), skate park and

restrooms, along with their associated infrastructure (e.g., sidewalks, lighting, parking).

2.2 Representations and Warranties.

A. ITID hereby warrants and represents that it has full legal authority and financial ability to operate and maintain the Project.

B. ITID warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of ITID. ITID shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information with respect to use of the Project.

2.3 Responsibilities. ITID shall be responsible for all costs, expenses, fees and charges, and liability related to the design, permitting, construction, operation and maintenance of the Project.

ARTICLE 3
CAPITAL IMPROVEMENTS PROJECT

3.1 Project Scope. ITID will use the funds received under this Funding Agreement for the design, permitting and/or construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto as Exhibit "A".

3.2 Project Location. ITID shall construct the Project upon on a portion of the approximately 28-acre parcel that it leases from the County as per the amended Lease and which is more fully described in the legal description attached hereto as Exhibit "B".

3.3 Design, Permitting and Construction. ITID shall be responsible for the design, permitting and construction of the Project. ITID shall design, permit and construct the Project in accordance with Exhibit "A". ITID agrees to meet design and construction milestones in Section 3.5 herein.

3.3.1 As part of the design and construction process ITID shall cause a permanent dedication plaque or marker to be affixed in a prominent location at the completed Project indicating that County was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of current County Commissioners at the time of completion, unless otherwise directed by the County's Representative. The dedication plaque or marker shall have minimum dimensions of 18 inches by 24 inches, shall be constructed of an agreed upon material that matches the current plaques within the Acreage Community Park, and its formatting will be subject to County's prior approval.

3.4 Procurement. ITID shall utilize both its in-house capital projects team and its procurement process, if necessary, for any design and construction services for the Project. The

procurement process shall be consistent with all federal, state, ITID and pertinent local laws, rules and regulations. County shall have no contractual obligation to any person retained by ITID with regard to the Project. Because the project costs are under $4 Million, the ITID can use the engineering, architecture and similar professional services under the umbrella of ITID Engineer's continuing contract for the purpose of compliance with Section 287.055, Florida Statutes (CCNA). Any dispute, claim, or liability that may arise as a result of ITID's procurement is solely the responsibility of ITID, and ITID hereby holds County harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

3.5 Schedule. In developing, designing, permitting and constructing the project ITID shall meet the milestones as detailed in this section. ITID's failure to meet design, permitting, construction, and start of operations milestones shall be deemed an event of non-compliance under this Funding Agreement.

3.5.1 Design and Permitting. ITID shall complete the design, engineering, and permitting for the Project no later than 15 months from the date of execution of this Funding Agreement.

A. The design, engineering and permitting process shall include all customary phases. ITID may choose to retain services under a continuing design services contract in compliance with CCNA.

B. ITID shall ensure that the design process will at minimum, include the following phases: programming, schematic design, design development (50% completion), and construction drawings (100% completion). At the completion of each design phase, ITID shall deliver to the County one (1) hard copy and one (1) electronic copy of all documents associated with said phase. The County shall have the right to review all design documents prepared by ITID and/or its design consultants to ensure consistency with the terms of this Funding Agreement. The County shall have fifteen (15) calendar days after receipt of the design documents for any given design phase to notify ITID if it finds that the design fails to meet the terms and conditions of this Funding Agreement. Upon receipt of such notification, ITID will have fifteen (15) calendar days to revise the documents as necessary and resubmit the same to the County for further review. The review and resubmit process will continue as per this section until design documents meeting the terms and conditions of this Funding Agreement are attained. The County's failure to respond to the review and resubmit process as per the timeframe provided in this section will be deemed an approval of the document submitted for review. Any delays caused by the County review or failure to review will extend the entire time period and any associated time periods contained within this Funding Agreement accordingly; the County shall not be responsible for, and does not agrees to, funding and/or paying any expenses associated or resulting from the delay.

C. Upon construction permit approval, ITID shall deliver to the County

one (1) hard copy and one electronic copy of all approved plans, specifications and permits from all agencies having jurisdiction, along with the Project cost estimate.

3.5.2 Construction. ITID shall award the bid for construction of the Project and commence Project construction no later than 21 months from the date of execution of this Funding Agreement unless both parties agree to an extension due to supply chain issues or other explanations as outlined within this Funding Agreement.

A. ITID shall notify the County of the scheduled dates and times for all Project construction meetings (commonly referred to as *Owner/Architect/Contractor* meetings). The County shall have the right, at its sole and absolute discretion, to attend Project construction meetings.

B. The County shall have the right to perform, at its sole and absolute discretion, Project site visits to ensure overall Project development and construction phases are in alignment with the terms and conditions of this Funding Agreement.

3.5.3 Start of Operations. ITID shall complete construction of the Project, obtain the required certificate of occupancy and open the Project in its entirety to the public for its intended use within 36 months from the date of execution of this Funding Agreement.

3.6 Reporting Requirements. On a quarterly basis starting on the execution date of this Funding Agreement and until Start of Operations as defined under Section 3.5.3 herein, ITID shall submit quarterly Project status reports to the County.

A. The quarterly Project status reports shall be submitted by ITID on or before every January 15, April 15, July 15, and October 15 during the Term of this Funding Agreement.

B. The quarterly Project status reports shall include, at a minimum: a summary of the work accomplished, problems encountered, percentage of physical completion, milestone attainment status (as per Section 3.5 herein), explanations for any delays and/or cost overruns, and a payment certification log for monies disbursed under this Funding Agreement. The County shall have the right to request other reasonable topics (related to project development and agreement compliance) to be added the quarterly Project status reports. Upon receipt of the County's request, ITID shall cause said topics to be included in the next quarterly Project status report.

3.7 Presentation(s). Upon request of County's Representative or other duly authorized County employee, ITID shall provide a presentation(s) of the Project and any matters related directly thereto at a regularly scheduled meeting(s) of the Committee and/or Board.

3.8 Operations. ITID shall operate and maintain the Project for its intended use by the general public, and with no reliance upon this Funding Agreement for its performance. ITID shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use. ITID shall not transfer management of the Project to a third party without the written consent of County. Should ITID transfer management of the Project to a party or parties not now a part of this Funding Agreement, ITID shall continue to be responsible for the liabilities and obligations as set forth herein. For purposes of this section, it is understood by the parties that transfer restrictions exclude those related to ITID's statutory successor(s), if one were to exist in the future, as long as: 1) the County's approves the assignment of this Funding Agreement to the statutory successor, which approval shall not be unreasonably denied; 2) the statutory successor remains a public entity in compliance with use restrictions applicable to Surtax funds; and 3) the statutory successor agrees to the be bound by the terms, rights and obligations of this Funding Agreement.

3.9 Use Restriction. ITID shall restrict its use of the Project to recreational, cultural, civic, community and social purposes. County approval shall be required in the event that ITID desires to use the Project for different purposes.

ARTICLE 4
FUNDING

4.1 General. County will pay to ITID a total amount not to exceed three million dollars ($3,000,000) of Surtax monies for the development, design, permitting and/or construction of the Project. The total not to exceed amount as set forth in this Section shall be paid by County to ITID on a reimbursable basis and without obligation that ITID expend the total not to exceed amount in full to achieve Project completion. After payment by the County of the final Contract Payment Request Form or upon termination of the Funding Agreement pursuant to Section 5.2 herein, the County shall have the right to reallocate as it deems appropriate, any unspent funds. Any costs incurred in connection with the Project in excess of the total not to exceed amount shall be the sole responsibility of ITID. Should the total cost of the Project at the time of award for construction, inclusive of all eligible County Surtax monies expended to date, exceed the Project cost estimate included in Exhibit "A" herein, ITID shall be solely responsible for said additional funding need. Prior to the award for construction, ITID shall certify to the County that it has appropriated the excess funds required for completion of the Project. The County shall not reimburse any funds to ITID for the Project until ITID has appropriated and expended said excess funds. The County's financial contribution towards the Project is limited to the extent of this Funding Agreement. The County shall not be required to pay ITID any additional funds for any other capital improvement required by or of ITID.

4.2 Public Ownership Restrictions. As a direct limitation resulting from the use of Surtax monies, the Project shall remain in public ownership in perpetuity. ITID acknowledges and accepts this restrictive condition. Upon completion, the Project shall remain the leased property of ITID (or its statutory successors, if one were to exist in the future) as per the terms of the amended Lease. Upon expiration and earlier termination of the amended Lease, any improvements and equipment shall become the property of the County.

4.3 **Cost Certification.** ITID shall provide County with a certification, in a form acceptable to the County, from ITID's chief financial officer or independent accountant that each cost item for which County funding is requested under this Article 4 constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

4.4 **Reimbursement.** County shall reimburse to ITID Project costs as per the terms and conditions of this Funding Agreement, upon receipt of a complete Contract Payment Request from ITID, on a monthly basis starting on the date of execution of this Funding Agreement. The County will submit reimbursement payment within forty-five (45) days of the appropriate Contract Payment Request Form.

A. For each requested payment, ITID shall provide the County a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by ITID and shall include the in-house labor costs specific only to the Project; ITID equipment usage specific only to the Project; vendor invoice number; invoice date; and the amount paid by ITID along with the number and date of the respective check or proof of payment for said payment. ITID shall attach a copy of each vendor's invoice paid by ITID along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. ITID shall certify the total funds spent by ITID on the Project and that payment to each vendor invoice as listed on the Contractual Services Purchase Schedule Form was issued.

B. The County shall have the right to perform a Project site inspection, request actual payroll records and labor time tracking documents specific only to the project, and/or receive answers to questions posed to ITID related to line items for which reimbursement is requested prior to approval of any Contract Payment Request.

C. The County shall retain five percent (5%) from the total amount certified by ITID on each Contract Payment Request. Said retainage will be disbursed to ITID upon Project completion subject to the submission by ITID of a final Contract Payment Request supported by a Certificate of Occupancy or a Completion Certification for the Project. ITID shall provide to the County the final Contract Payment Request no later than ninety (90) days following Start of Operations as defined in Sec.3.5.3 herein. The County shall conduct a final Project site inspection prior to approval of the final Contract Payment Request.

ARTICLE 5
TERM AND TERMINATION

5.1 **Effective Date and Term.** This Funding Agreement is expressly contingent upon

execution by all Parties and shall be effective and binding from the date of approval by the last Party to execute this Agreement (the "Effective Date") and continue until the earlier of; (a) payment by the County of the final Contract Payment Request Form; or (b) the date of any termination of this Funding Agreement, pursuant to the terms hereof, but in no event will this Funding Agreement exceed three (3) years (the "Term"), unless the term is extended as provided or as agreed to by both parties as outlined in this Funding Agreement.

5.2 Termination Rights. The County shall have the right to terminate this Funding Agreement upon occurrence of any of following non-compliance events (subject to a cure period), by ITID. In the event of such termination, ITID shall reimburse to the County any monies received under this Funding Agreement that were not found by the County to be a justifiable expense as of the date of the termination notice.

A. Failure to meet any of the development milestones as detailed in Section 3.5 herein.

B. Failure in the performance of any of the material obligations under this Funding Agreement.

5.3 Cure Period. In the event of any non-compliance event by ITID in the performance of any of the terms and conditions as required under this Funding Agreement, the County shall issue written notice to ITID specifying with detail the nature of the non-compliance. ITID shall have ninety (90) calendar days to cure said non-compliance.

5.4 Termination Notice and Effectiveness. Termination will be effective seven (7) calendar days after the County issues due written notice as required under this Funding Agreement.

5.5 Survival. The following provisions shall survive termination of this Funding Agreement: Sections 4.2, 8.7, 10.1, 10.2, 10.5, 10.12, 10.20 and Article 6.

ARTICLE 6
REMEDIES

6.1 General. If ITID fails to cure a non-compliance event as per Section 5.3, herein, County shall have the right, at any time thereafter, to pursue any and all remedies available pursuant to this Funding Agreement, either in whole or in part, including but not limited to, terminating the Funding Agreement as detailed in Article 5 herein.

6.2 No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Funding Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 7
NOTICE

7.1 General. All notices to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. A courtesy copy shall be provided via electronic mail. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

For notice to the County:

Director
Parks and Recreation Department
Palm Beach County
2700 Sixth Avenue South
Lake Worth, FL 33461

With a copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Director
Property and Real Estate Management Division
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

For notice to ITID:

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

District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401

Chief Financial Officer
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

ARTICLE 8
INSURANCE AND INDEMNIFICATION

8.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, ITID acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

8.2 ITID agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

8.3 ITID agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on ITID's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. ITID shall agree to be fully responsible for any deductible or self-insured retention.

8.4 ITID shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above-mentioned coverages.

8.5 Compliance with the foregoing requirements shall not relieve ITID of its liability and obligations under this Agreement.

8.6 ITID shall require each Contractor engaged by ITID for work associated with this Agreement to maintain:

A. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.

B. Commercial General Liability coverage at limits of not less than $1,000,000 Each Occurrence. The County shall be added as an "Additional Insured".

C. Business Auto Insurance with limits of not less than $1,000,000 Each Accident.

D. If the construction work being performed exceeds $200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

8.7 Indemnification. It is understood and agreed that ITID is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Funding Agreement and operates no control over the Project. Without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, in the event a claim or lawsuit is brought against the County or any of its officers, agents or employees, ITID shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of ITID, its agents, servants and/or employees in the performance of this Funding Agreement. The foregoing indemnification shall survive termination of this Funding Agreement. In consideration for reimbursement of costs incurred prior to the term of this Funding Agreement, the foregoing indemnification shall apply not only during the term of this Funding Agreement but also apply for the period prior to the Funding Agreement for which ITID is eligible to receive reimbursement from County.

ARTICLE 9
ASSIGNMENT

9.1 General. Neither County nor ITID may assign this Funding Agreement in whole or in part, without prior written consent of the other Party, which may be granted or withheld at the other Party's absolute discretion.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421–2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of ITID, its officers, agents, employees, and lobbyists with respect to this Funding Agreement in order to ensure compliance with this Funding Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation of this Funding Agreement shall be in violation of Palm Beach County Code, Section 2-421–2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor. The Indian Trail Improvement District, as a Chap. 298 entity, does not generally fall under the jurisdiction of the Office of the Inspector General for Palm Beach County. Any ITID records to be provided or other requests will remain related solely to this Funding Agreement. ITID shall provide any pertinent public records as described herein.

10.2 Governing Law and Venue. This Funding Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The Parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

10.3 County's Representative. The County's representative during the development, design, permitting and construction of the Project shall be the Director, Palm Beach County Parks and Recreation Department, telephone number: (561) 966-6613.

10.4 ITID's Representative. ITID's representative during the development, design, permitting and construction of the Project shall be the Assistant Executive Director/Chief Construction Officer, Indian Trail Improvement District), telephone number: (561) 793-0874.

10.5 WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS FUNDING AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS FUNDING AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND ITID TO ENTER INTO THIS FUNDING AGREEMENT.

10.6 Construction. In construing this Funding Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

10.7 Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Funding Agreement, or in any renewals thereof, shall extend to and be binding upon the legal representatives, successors and assigns of the respective Parties hereto as if there were in every case named and expressed and wherever reference is made to any of the Parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such Party as if in each and every case so expressed.

10.8 Integration and Merger. This Funding Agreement shall constitute the full and complete understanding between the Parties as to the matters addressed herein. There are no oral understandings, terms or conditions and no Party has relied on any representation, express or implied, not contained in this Funding Agreement. All prior understandings, terms or conditions, whether with a Party to this Funding Agreement or any partner of a Party, are deemed to merge in this Funding Agreement, and this Funding Agreement cannot be changed or supplemented except by an agreement in writing and signed by the Parties to this Funding Agreement.

10.9 Severability. If any provisions of this Funding Agreement shall be declared invalid or unenforceable, the remainder of the Funding Agreement shall continue in full force and effect.

10.10 Compliance with Laws. None of the Parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the planning, development, construction, use, operation and maintenance of the Project under the terms of this Funding Agreement.

10.11 Exhibits. All exhibits referenced in this Funding Agreement are incorporated into this Funding Agreement by such reference and shall be deemed to an integral part of this Funding Agreement.

10.12 Attorney's Fees. In the event of litigation arising under, or in connection with, this Funding Agreement, each Party shall bear and be responsible for their own attorneys' fees and costs at the pre-trial, trial and appellate levels. This provision shall survive the termination of this Funding Agreement for any reason.

10.13 Construction. No party shall be considered the author of this Funding Agreement since the Parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Funding Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

10.14 Amendments. No change, amendment or modification of this Funding Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both Parties hereto. No change, amendment or modification of this Funding Agreement shall be deemed to be made by either Party on the basis of any action or failure to act by either Party or by the course of performance, course of dealing, or course of conduct of either Party.

10.15 Captions. The captions contained in this Funding Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Funding Agreement or the intent of any provision contained herein.

10.16 No Waiver. Any waiver by either Party of a breach of any provision of this Funding Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Funding Agreement. The failure of a Party to insist upon strict adherence to any term of this Funding Agreement on one or more occasions shall neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Funding Agreement. Any waiver must be in writing and signed by the Party to be charged therewith.

10.17 Force Majeure. Except as otherwise provided herein, neither Party shall be in default under, or breach of, this Funding Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Funding Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by the County), or the international equivalent thereof), failure of

technical facilities, or any other cause of any nature whatsoever beyond the control of the Parties which was not avoidable in the exercise of reasonable care and foresight. The Party claiming the occurrence of a Force Majeure event shall promptly notify the other Party of such occurrence, and the likely duration and termination thereof.

10.18 Counterparts. Provided that all Parties hereto execute an original of this Funding Agreement, this Funding Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.19 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, ITID warrants and represents that throughout the term of this Funding Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Funding Agreement. As a condition of entering into this Agreement, ITID represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

10.20 No Third Party Beneficiary. No provision of this Funding Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Funding Agreement, including but not limited to any citizen or employees of the County and/or ITID.

10.21 Filing. A copy of this Agreement shall be filed by the County with the Clerk of the Circuit Court of Palm Beach County.

10.22 Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if ITID: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., ITID shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time ITID is specifically required to:

a. Keep and maintain public records required by the County to perform services as provided under this Contract.

b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. ITID further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if ITID does not transfer the records to the public agency.

d. Upon completion of the Contract ITID shall transfer, at no cost to the County, all public records in possession of ITID unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If ITID transfers all public records to the County upon completion of the Contract, ITID may destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ITID keeps and maintains public records upon completion of the Contract, ITID shall meet all applicable requirements for retaining public records. All records related to the Project and Funding Agreement stored electronically by ITID must be provided to the County, upon request of the County's Custodian of Public Records.,.

Failure of ITID to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause.

IF ITID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

10.23 E-Verify. ITID warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ITID's subcontractors performing the duties and obligations of this Agreement are registered with the E- Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ITID shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ITID shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that ITID has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that ITID's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, County shall notify ITID to terminate its contract with the subcontractor and ITID shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, ITID shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, ITID shall also be liable for any additional costs incurred by County as a result of the termination.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Funding Agreement to be executed on the day and year first above written.

R2023 0225 FEB 07 2023

ATTEST:
JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By _____
Senior Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Jennifer Cirillo, Director
Parks and Recreation

INDIAN TRAIL IMPROVEMENT DISTRICT

ATTEST:

By: _____
~~**Mary M. Viator**~~ Patricia Farrell (PF)
Secretary

By: _____
Michael T. Johnson, Board President

[District Seal]

LIST OF EXHIBITS

EXHIBIT A	Project Description, Cost Estimate, and Conceptual Site Plan
EXHIBIT B	Legal Description of Property
EXHIBIT C	Contract Payment Request Form (Page 1 of 2) and Contractual Services Purchase Schedule Form (Page 2 of 2)

EXHIBIT A

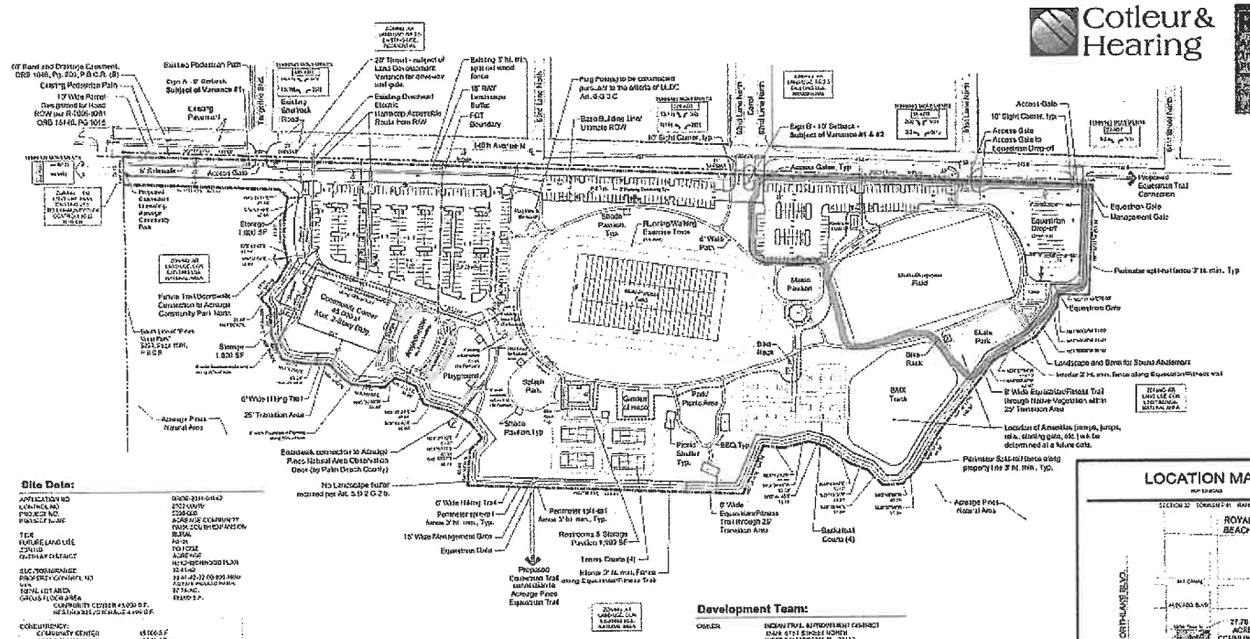
PROJECT DESCRIPTION,
COST ESTIMATE, AND CONCEPTUAL
SITE PLAN

Acreage Community Park South

Phase II Construction Estimate

INDIAN TRAIL IMPROVEMENT DISTRICT

Item	Description	Quantity	Unit	Unit Cost	Item Cost
ADM	Mitigation	1	LS	$ 35,000.00	$ 35,000.00
PK	Multi-Purpose Field - Artificial Turf & Lighting	1	LS	$ 1,052,500.00	$ 1,052,500.00
PK	Restroom Building	1,000	SF	$ 300.00	$ 300,000.00
PK	Skate Park	1	LS	$ 225,000.00	$ 225,000.00
101-1	Mobilization/Demobilization (Includes Video / Survey)	1	LS	$ 30,000.00	$ 30,000.00
330-001	Interior Sidewaks - Paved	6,650	SF	$ 6.35	$ 42,227.00
104	NPDES Compliance (Erosion Control)	1	LS	$ 5,000.00	$ 5,000.00
104-12	Staked Silt Fence	3,500	LF	$ 5.50	$ 19,250.00
110-1-1	Demolition / Clearing & Grubbing	1.00	AC	$ 45,000.00	$ 45,000.00
120-1	Excavation / Site Filling & Grading	7,218	CY	$ 6.50	$ 46,917.00
120-6	Excavation / Detention Areas	1,600	CY	$ 9.00	$ 14,400.00
160-4	Type 'B' Stabilization (12")	9,431	SY	$ 3.00	$ 28,293.00
285-706	Optional Base Group 8	9,413	SY	$ 24.00	$ 225,912.00
334-1-13	1-1/2" Type 12.5 SP Level C Asphalt	920	TN	$ 96.00	$ 88,320.00
430-174-124	Pipe Culvert	1	LS	$ 155,000.00	$ 155,000.00
522-1	Type D Curb	2,330	LF	$ 26.00	$ 60,580.00
570-1-2	Turf / Sod	7,800	SY	$ 4.25	$ 33,150.00
570-1-2	Irrigation	1	LS	$ 45,000.00	$ 45,000.00
570-1-2	Landscaping	1	LS	$ 195,000.00	$ 195,000.00
715-001	Sight Lighting - Parking	18	EA	$ 17,500.00	$ 315,000.00
711-14	Striping / Signage	1	LS	$ 34,000.00	$ 34,000.00
Total					$2,995,549



Cotleur & Hearing

Conceptual Design By:

REG

urban design kilday STUDIOS

Urban Planning & Design
Landscape Architecture
Communication Graphics

Site Data:

APPLICATION NO	2005-2011-0042
CONTROL NO	2002-019
PROJECT NO	2008-008
PROJECT NAME	ACME RIVE COMMUNITY PARK SOUTH EXPANSION
TIER	Rural
FUTURE LAND USE	PO
ZONING	PO / MUPD
OVERLAY DISTRICT	AGR-TMD
	NEIGHBORHOOD PLAN
SEC / TOWNSHIP / RANGE	32-41-42
PROPERTY CONTROL NO	32-41-42-32-00-000-7000
LOCATION	20774 ROYAL PALM BEACH BLVD
TOTAL LOT AREA	27.78 AC.
GROSS FLOOR AREA	Phase 2 -
	COMMUNITY CENTER 45,000 S.F.
	RESTROOMS / STORAGE 4,000 S.F.
CONCURRENCY:	
COMMUNITY CENTER	45,000 S.F.
ACTIVE PUBLIC PARK	27.78 AC.
EAC	163
LAST BCC APPROVAL	August 24, 2011
RESOLUTION #	R-2011-1276
FLOOR AREA RATIO	04
BUILDING COVERAGE	1%
PERIMETER	4192
IMPERVIOUS AREA	1215
MAX BLDG HT	35'
PARKING REQUIRED	322 SP
Outdoor Entertainment (1 space @ 2 fixed seats, or bench seating 1 space per 8 feet of bench length) 1,500 sf @ 1 space per 75 sf	20
Community Center (1 space per 250 sf) 45,000 sf @ 1 space per 250 sf	180
4 Tennis Courts @ 3 spaces/court	12
4 Basketball courts @ 2 spaces/court	8
2 Multi-purpose fields @ 25 spaces/field	50
	TOTAL = 322
PARKING PROVIDED	419 SP
HANDICAP PARKING REQUIRED	10 SP
HANDICAP PARKING PROVIDED	13 SP
LOADING REQUIRED	1
LOADING PROVIDED	1

PROPERTY DEVELOPMENT REGULATIONS

	ZONING DISTRICT	MIN. LOT DIMENSIONS		MIN. BLDG. SETBACKS	MIN. ACCESSORY SETBACKS	
		AREA	WIDTH	DEPTH	FRONT SIDE STREET	REAR SIDE
REQUIRED	PO / MUPD / Any Tract	NA	NA	NA	25 NA NA	10 NA NA
PROPOSED	PO	27.78 AC	1,620	742	84 25	57 25 NA

NOTE: ALL ZONING CRITERIA ARE EXCEPT AS NOTED IN SECTION 3.D.1.A

Notes:

- BASE INFORMATION FROM SURVEY FOR ROYAL PALM BEACH BLVD EXTENSION PARCEL 1 DATED 4/26/11 AND SURVEY BY ENGINEERING GROUP
- ETP TO BE PER TREATMENT WALL TO BE ACCOMPLISHED BY ENGINEERING GROUP
- THERE ARE NO PROPERTY DEVELOPMENT REGULATIONS FOR THE PO ZONING DISTRICT PER ULDC ARTICLE 3
- ALL OUTDOOR LIGHTING SHALL BE EXTINGUISHED NO LATER THAN 11:00 PM, EXCLUDING SECURITY LIGHTING ONLY
- PER 3.E.1.H.8 EXISTING NATIVE TREES TO REMAIN, TYP.
- PROVIDED PARKING, SHADE AND LIGHTED PARKING ARE PERPENDICULAR AND ARE PROVIDED FOR WEATHER PROTECTION ONLY
- 50 FT MIN SETBACK FOR PARKING TO BE 25 FROM PROPERTY LINE
- PER ARTICLE 5.D.2.G.1.d.1, ORDINARY PAVILION, ENTRY PORCH, SCENIC SCENIC, RECREATIONAL VALETS AND SIMILAR PARK STRUCTURES LESS THAN 1,000 SF ARE EXEMPT FROM FOUNDATION PLANTING REQUIREMENTS
- PER ARTICLE 5.D.2.G.1.d.2, UP TO 10 PARKING SPACES IN A ROW MAY BE ALIGNED WITH A LANDSCAPE ISLAND WITH A MIN. WIDTH OF 5 FEET
- PER ARTICLE 6.A.1.F.2.a.(1), PEDESTRIAN WALKWAYS SHALL BE CLEARLY DISTINGUISHABLE FROM VEHICULAR USE AREAS AND SHALL BE ACCESSIBLE WITH A MINIMUM OF THREE WIDTH
- SIDEWALK SHALL BE INSTALLED ALONG THE ENTIRE PROPERTY FRONTAGE ALONG SOUTH 10 PARK BOUNDARY PROPERTY LINE.
- PARKING LINE SHOWN IS CONCEPTUAL AND IS INTENDED TO CONVEY THE INTENT OF THE APPLICANT. FINAL PHASING OF SITE IMPROVEMENTS WILL BE DETERMINED AT A LATER DATE.
- PURSUANT TO ARTICLE 5.E.4.B, LANDSCAPE INSTALLATION MAY BE PHASED AS DESIGNATED ON THE SITE PLAN

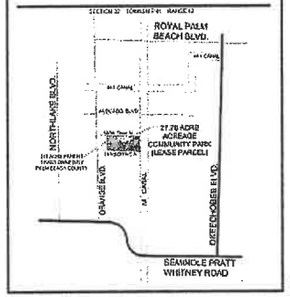
Development Team:

OWNER:	INDIAN TRAIL IMPROVEMENT DISTRICT 13476 61ST STREET NORTH WEST PALM BEACH, FL 33412	
PLANNING:	PROSKAUER ROSE LLP 2255 GLADES ROAD, SUITE 340 BOCA RATON, FL 33431-7360 561-241-7400	
CIVIL ENGINEER:	ENGINEERING GROUP 3200 BELVEDERE ROAD WEST PALM BEACH, FL 33406 561-615-1551	
SURVEYOR:	ENGINEERING GROUP 3200 BELVEDERE ROAD WEST PALM BEACH, FL 33406 561-615-1551	
LANDSCAPE:	URBAN DESIGN KILDAY STUDIOS 417 S. ROSEMARY AVENUE, SUITE 205 WEST PALM BEACH, FL 33401 561-366-1100	COTLEUR & HEARING INC 1934 COMMERCE LANE SUITE 1 JUPITER, FLORIDA 33458 561-747-6336
ARCHITECT / LANDSCAPE PLANNER:	RED ARCHITECTURE, INC 324 DATURA STREET, 4TH FLOOR WEST PALM BEACH, FL 33401 561-693-2265	

Variance Chart: Approved 8/4/11 Reso # ZR-2011-021

Variance	Code Section	Required	Proposed	Variance
#1	Table 6.C.2.A Freestanding Sign Standards	15' Setback from R/W	Min. 8' Setback from R/W	10' Max
#2	Table 6.C.2.A Freestanding Sign Standards	1 Sign per project frontage	2 Sign per project frontage	1

LOCATION MAP



Zoning Amendments:	Zoning Stamps:
ZAR 2014-1584 10/03/2014 IS ZZR 2016-0041 01/21/2016 DSQ	PROJECT #: 05098-000 CONTROL #: 2002-019 EXHIBIT #: 7 SUPERSEDES EXH #: 6 APPLICATION #: 2011-1992 DATE APPROVED: 9/14/11 PROJECT MANAGER: D. ADELSPERGER

Acreage Community Park South Expansion

In Partnership between Palm Beach County, Florida

Final Site Plan

NORTH

0 50' 100' 200'

Scale: 1" = 100'

FSP 1

of 1

EXIHIBIT "B"
LEGAL DESCRIPTION
ACREAGE COMMUNITY PARK - SOUTH

A PARCEL OF LAND LYING WITHIN THE EAST ONE-HALF (1/2) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE S02°13'40"W, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4/) OF SAID SECTION 32, AS A BASIS OF BEARINGS, A DISTANCE OF 2,220.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S02°13'40"W ALONG SAID LINE, A DISTANCE OF 404.28 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 32; THENCE S02°11'43"W, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 1,875.78 FEET; THENCE DEPARTING SAID EAST LINE N87°48'13"W, A DISTANCE OF 265.00 FEET; THENCE N02°11'49"E, A DISTANCE OF 72.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 31.00 FEET; THENCE N57°00'00"W, A DISTANCE OF 33.00 FEET; THENCE N51°00'00"W, A DISTANCE OF 56.00 FEET; THENCE N29°27'04"W, A DISTANCE OF 112.42 FEET; THENCE N55°00'00"W, A DISTANCE OF 62.00 FEET, THENCE N51°46'17"W, A DISTANCE OF 148.30 FEET; THENCE N59°17'56"W, A DISTANCE OF 97.98 FEET; THENCE N49°07'59"W, A DISTANCE OF 55.66 FEET; THENCE N03°48'08"W, A DISTANCE OF 47.35 FEET; THENCE N48°26'49"E, A DISTANCE OF 51.88 FEET; THENCE N21°16'31"E, A DISTANCE OF 45.57 FEET; THENCE N34°48'47"E, A DISTANCE OF 70.17 FEET; THENCE N15°40'46"E, A DISTANCE OF 39.78 FEET; THENCE N13°36'05"W, A DISTANCE OF 62.38 FEET; THENCE N07°12'12"E, A DISTANCE OF 44.28 FEET; THENCE N67°38'44"W, A DISTANCE OF 124.54 FEET; THENCE N02°11'49"E, A DISTANCE OF 650.85 FEET; THENCE S85°44'34"E, A DISTANCE OF 85.41 FEET; THENCE S45°07'27"E, A DISTANCE OF 40.76 FEET; THENCE N51°50'11"E, A DISTANCE OF 43.84 FEET; THENCE N31°26'33"E, A DISTANCE OF 53.27 FEET; THENCE N16°09'40"E, A DISTANCE OF 66.69 FEET; THENCE N65°25'28"E, A DISTANCE OF 45.84 FEET; THENCE N26°23'27"E, A DISTANCE OF 52.06 FEET; THENCE N45°30'18"W, A DISTANCE OF 35.68 FEET; THENCE N06°06'50"E, A DISTANCE OF 77.71 FEET; THENCE N44°48'57"E, A DISTANCE OF 73.35 FEET; THENCE N02°24'35"E, A DISTANCE OF 62.29 FEET; THENCE N11°42'05"E, A DISTANCE OF 48.75 FEET; THENCE N66°24'20"E, A DISTANCE OF 63.74 FEET; THENCE N87°48'39"E, A DISTANCE OF 62.94 FEET; THENCE N47°00'40"E, A DISTANCE OF 31.59 FEET; THENCE S48°55'25"E, A DISTANCE OF 57.58 FEET; THENCE S59°28'54"E, A DISTANCE OF 50.49 FEET; THENCE N78°53'45"E, A DISTANCE OF 47.44 FEET; THENCE S89°02'10"E, A DISTANCE OF 61.61 FEET; THENCE S79°51'19"E, A DISTANCE OF 47.95 FEET; THENCE N43°31'14"E, A DISTANCE OF 27.45 FEET; THENCE N02°13'40"E, ALONG A LINE BEING 80.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 365.69 FEET

TO A POINT ON THE SOUTH LINE OF "PINES WEST PARK" AS DESCRIBED IN OFFICIAL RECORD BOOK 9299, PAGE 1501 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE N89°00'00"E, ALONG SAID LINE, A DISTANCE OF 80.13 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND FOR ROAD RIGHT-OF-WAY PURPOSES:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PROTION OF THE ACREAGE COMMUNITY PARK EXPANSION PROPERTY RECORDED IN OFFICIAL RECORD BOOK 12274, PAGES 1974-1984, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 02°13'42" WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 2,220.84 FEET TO THE NORTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°13'42" WEST ALONG SAID EAST LINE, A DISTANCE OF 404.22 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 02°11'51" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1875.78 FEET TO THE SOUTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXTENSION PROPERTY; THENCE NORTH 87°48'09" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°11'51" EAST ALONG A LINE 10.00 FEET WEST OF AN PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1875,78 FEET; THENCE NORTH 02°13'42" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 403.83 FEET; THENCE NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 22,798 SQAURE FEET OR 0.5234 ACRES MORE OR LESS CONTAINING 28.459 ACRES, MORE OR LESS.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

_____
Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)		
Contractual Services	(C)		
Materials, Supplies, Direct Purchases	(M)		
Equipment, Furniture	(E)		
TOTAL PROJECT COSTS			

Key Legend

CS = Consulting Services
C = Contractual Services
M = Materials, Supplies, Direct Purchases
E = Equipment, Furniture

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

_____
Administrator Date

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Financial Officer Date

PBC USE ONLY

County Funding Participation	$	
Total Project Costs To Date:	$	
County Obligation To Date	$	
County Retainage (_____ %)	$	
County Funds Previously Disbursed	$	
County Funds Due this Billing	$	

Reviewed and Approved By:

_____
PBC Project Administrator Date

_____
Department Director Date

Agenda Item #3.M.4.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS MGM|SB 7-0

AGENDA ITEM SUMMARY R-2023-1478

Meeting Date: October 3, 2023

[X] Consent **[ ] Regular**
[ ] Ordinance **[ ] Public Hearing**

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Infrastructure Surtax Funding Agreement R2023-0225 ("Funding Agreement") with Indian Trail Improvement District ("ITID") for the Acreage Community Park South Expansion Project ("Project") in the amount of $3,000,000 from the Infrastructure Surtax (IST) Fund to change the location of the installation of artificial turf from Multi-Purpose Field B to Multi-Purpose Field A.

Summary: Acreage Community Park is located at 140th Avenue North in unincorporated Palm Beach County and is managed and maintained by ITID. This 45-acre park features athletic fields, multipurpose fields, a track, amphitheater, playground, picnic facilities, walking paths and restrooms. The park is adjacent to the County's 124-acre Acreage Pines Natural Area. ITID currently leases approximately 28-acres of Acreage Community Park (Acreage Community Park South) from the County. On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects and included an allocation of $3,000,000 towards the construction of a recreation center at Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to additional outdoor recreation amenities such as Multipurpose Field B, skate park, and associated infrastructure. On July 25, 2023 the ITID Board approved Resolution No. 2023-012 requesting the reallocation of funding set aside for the installation of artificial turf from the new Multi-Purpose Field B to the existing Multi-Purpose Field A. ITID has determined that this reallocation will improve park operations, maintenance, safety, accessibility and enjoyment by users. The Amendment replaces the Conceptual Site Plan depicted in Exhibit "A" of the Funding Agreement with this proposed modification in Exhibit "A-1". The proposed change will involve no change in the estimated cost of construction or affect the allocation to the ITID of the not to exceed amount of $3,000,000 approved in the Funding Agreement. **This project is funded through the infrastructure sales tax.** District 6 (AH)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved a one-penny infrastructure surtax for collections beginning January 1, 2017, and continuing for the sooner of 10 years or $2.7 billion in proceeds before September 1 of any year. Also included was the creation of an IST Independent Citizen Oversight Committee to audit spending for compliance with approved projects

The proposed first amendment will have no net effect on the total IST funding allocated to the Department.

Attachment: First Amendment to Funding Agreement

Recommended by: _____ 9/15/23
Department Director **Date**

Approved by: _____ 9/26/2023
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	*-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No X
Does this item include use of federal funds? Yes _____ No X

Budget Account No.: **Fund** 3950 **Department** 581 **Unit** T203
Object _____ **Program** _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB 9/18/2023 9/18 OB 9/18

Contract Development and Control 9/21/23 9/21/23

B. Legal Sufficiency:

Assistant County Attorney 9/25/23

C. Other Department Review:

Department Director

G:\Agenda Item Summary\10-03-23\10-03-23 ITID First Amendment Agenda.docx

R2023 1478 OCT 0 3 2023

FIRST AMEDMENT TO INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

THIS FIRST AMENDMENT to Infrastructure Surtax Funding Agreement, dated February 7, 2023 is made and entered into on October 3, 2023 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT,** an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "ITID". ITID and the County are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners approved Resolution R2023-0225 adopting an Infrastructure Surtax Funding Agreement with ITID ("Funding Agreement"). The Funding Agreement authorized expenditure of an amount not to exceed $3,000,000 from the Local Government Infrastructure Surtax to construct certain outdoor recreation facilities and amenities in Acreage Community Park South. These amenities include are but not limited to construction of new Multi Purpose Field B surfaced with artificial turf, the approximate location of which was identified on the Conceptual Site Plan attached to the Funding Agreement as Exhibit "A"; and

WHEREAS, ITID has determined that in order to improve the efficient operation and maintenance of facilities and increase the safety, accessibility and enjoyment of users, Infrastructure Surtax Funds can be better used if the Conceptual Site Plan is revised to reallocate funds set aside for the installation of artificial turf on new Multi-Purpose Field B to existing Multi-Purpose Field A; and

WHEREAS, On July 25, 2023, the ITID Board adopted a Resolution No. 2023-012, requesting the reallocation of funding for the installation of artificial turf from new Multi-Purpose Field B to existing Multi-Purpose Field A; and

WHEREAS, the proposed change in the Conceptual Site Plan for expenditure of Infrastructure Surtax Funds will involve no change in the estimated cost of construction of facilities in Acreage Community Park South or affect the allocation to the not to exceed amount of $3,000,000 approved by the Funding Agreement. No other changes to the Conceptual Site Plan are requested; and

WHEREAS, the proposed changes are consistent with the terms and understandings between the ITID and the County regarding use of Infrastructure Surtax funds.

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

1. Exhibit "A" attached to the Funding Agreement is hereby deleted in its entirety and replaced with a new Exhibit "A-1" attached hereto and incorporated herein. Exhibit "A-1" illustrates the Revised Conceptual Site Plan in which the funds set aside for the installation of artificial turf on Multi-Purpose Field B will instead be used on the existing Multi-Purpose Field A.

2. Except as provided herein, each and every other term of the Funding Agreement shall remain in full forces and effect and the Funding Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

R2023 1478 OCT 0 3 2023

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Senior Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Director - Parks and Recreation

ATTEST:

By: _____
Secretary, Board of Supervisors

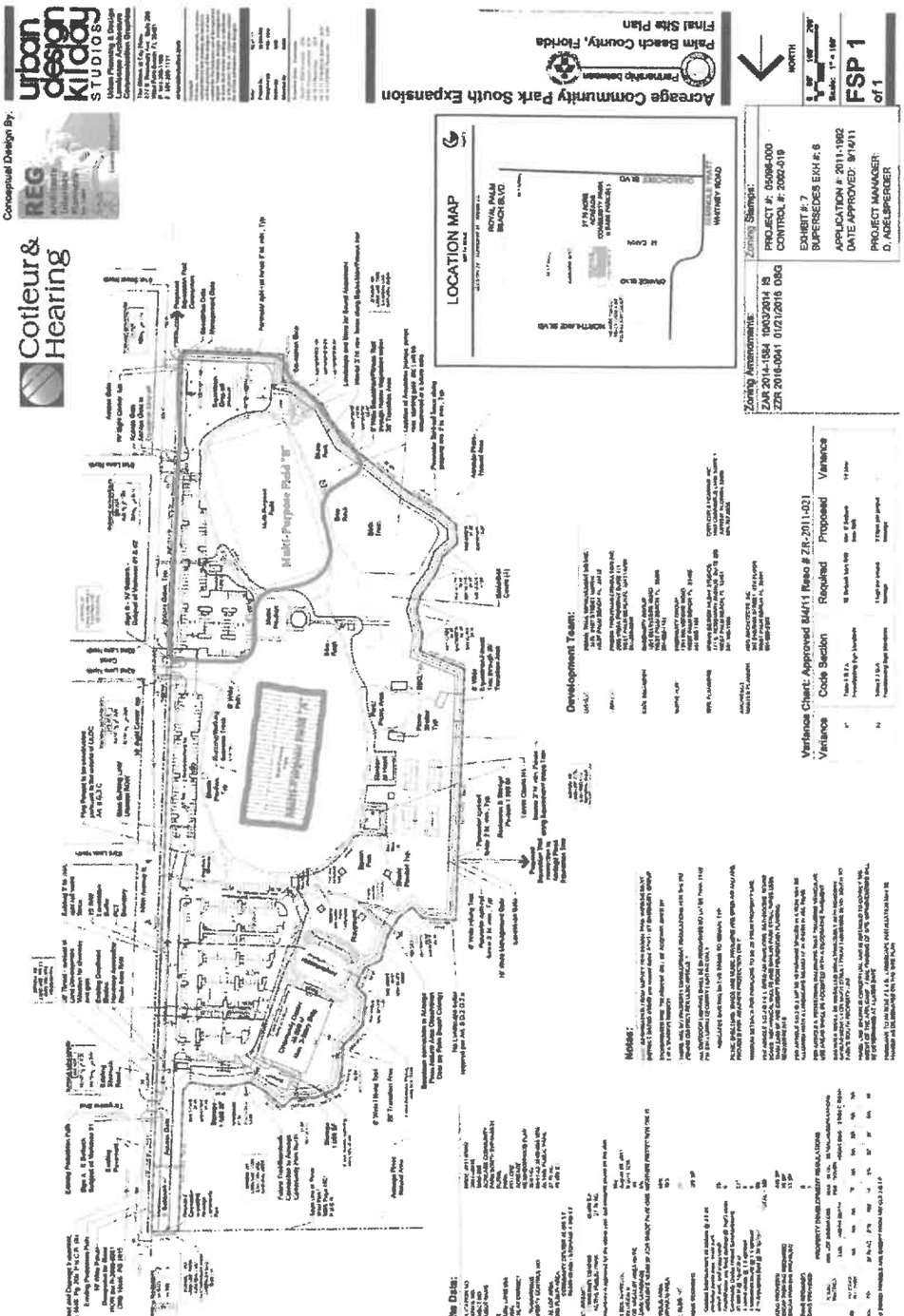
Print: Patricia Farrell

INDIAN TRAILS IMPROVEMENT DISTRICT

By: _____
President, Board of Supervisors

Print: Michael Johnson

EXHIBIT "A-1"


Conceptual Design By:
urban design kilday STUDIOS
REG
Cotleur & Hearing
Acreage Community Park South Expansion
Palm Beach County, Florida
Final Site Plan
LOCATION MAP
ROYAL PALM BEACH BLVD
SOUTH FORK HIGH SCHOOL
ACREAGE COMMUNITY PARK
SOUTHERN BLVD
OKEECHOBEE BLVD
NORTH
Zoning Stamps:
Zoning Amendments:
ZAR 2014-1584 10/03/2014 R8
ZCR 2016-0041 01/21/2016 D8G
PROJECT #: 05098-000
CONTROL #: 2002-019
EXHIBIT #: 7
SUPERSEDES EXH #: 8
APPLICATION #: 2011-1982
DATE APPROVED: 9/14/11
PROJECT MANAGER:
D. ADELSPERGER
FSP 1
of 1
Multi-Purpose Field "H"
Development Team:
Variance Chart: Approved 9/4/11 Reso # ZR-2011-021
Variance
Code Section
Required
Proposed
Variance
Site Data:
Notes:

AGENDA ITEM NO. 12.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	November 12, 2025 - Minutes
BACKGROUND:	
FISCAL IMPACT:	
RECOMMENDATION:	Motion to approve the November 12, 2025, Regular Board Meeting Minutes.

ATTACHMENTS:
2025-1112 Regular Board Meeting Minutes.pdf

MINUTES OF REGULAR BOARD MEETING
OF THE BOARD OF SUPERVISORS
INDIAN TRAIL IMPROVEMENT DISTRICT
November 12, 2025

A Regular Meeting of the Board of Supervisors of Indian Trail Improvement District was held at 6:00 p.m. on November 12, 2025, located at the District Administration Building, 13476 61st Street North, West Palm Beach, FL 33412. This Meeting was in-person and used the Zoom Webinar Meeting platform for public participation. Present during the Meeting were Supervisors: Elizabeth Accomando, Patricia Farrell, Richard J. Vassalotti II, and Michael Johnson. Supervisor Betty Argue was absent. Also, in attendance were: Burgess Hanson, Executive Director; Robert Robinson, Assistant Executive Director; Miriam Heisser, Chief Administrative Officer; Racquel McIntosh, Chief Financial Officer; Kenny Lawrence, Facilities, Parks and Recreation Director; Scarlet Cantley, Administration and Grants Coordinator; Carey Nelson, Technology Infrastructure and Cyber Security Coordinator; Heidi Garcia, Records Retention Coordinator; Kayla Heisser, Parks Specialist; Frank Palen, Esq. and Frances Bethel, Esq. of Caldwell Pacetti Edwards Schoech & Viator LLP; Lara Donlon, Esq. of Torcivia, Donlon, Goddeau & Rubin, P.A.; and District Engineer Jay Foy, P.E. and Daniel Rey, P.E. of Stormwater J Engineering, Inc.

CALL TO ORDER and ROLL CALL

President Accomando called the Meeting to Order, led in the Pledge of Allegiance, and called Roll. President Accomando and each Supervisor thanked everyone for attending.

5.1. AGENDA APPROAVAL

President called for additions, deletions, or substitutions to the Agenda.

A motion was made by Supervisor Farrell, seconded by Supervisor Vassalotti, and unanimously passed (4-0) to approve the Agenda, as presented.

6. PRESENTATIONS

6.1 PBSO Update by Sgt. Diplado

PBSO gave an update to the Board.

6.2 Fire Rescue Update

District Chief Vomero was unable to attend the meeting.

6.3 Volunteer Appreciation

President Accomando thanked Staff and noted how well the Halloween Event was attended and enjoyed by all.

Supervisor Farrell presented the Sleepy Hallow Halloween Event Volunteers, including Staff, with Certificates of Appreciation.

President Accomando read Resolution 2025-022, IN MEMORY OF JOSPHINE "JOJO" MILANO into the record.

7.0 SUPERVISOR BUSINESS

Supervisor Vassalotti recommended Board discussion regarding profits made from Vendors should go back to the District for use in future events to give it back to the Tax Payors.

President Accomando stated she wanted to discuss the budget for the upcoming District sponsored Holiday Event. The Board gave unanimous consensus to authorize a budget of up to $10,000 (approximately .22 cents per resident) for the Holiday Event with any money left over going back into the park.

10. PUBLIC INPUT

With the time being 7:30pm, President Accomando called for Public Comment. The following people addressed the Board:

Hope Powell and Lou Colontuoni. Ms. Cantley read Jerrica Ryan's email into the record.

8.0 REGULAR AGENDA

8.1 Disposition of Real Property

After discussion, the Board gave consensus to base the sales price on the Palm Beach County Appraiser's Property Assessed Value $89,393.00 to be divided into square feet (excluding the roads, canals and the two parcels the District was keeping); split the cost of the appraisal and survey with the Buyers; and Buyers pay for the District's legal costs.

Supervisor Johnson asked if the payments of the property could go into an Event Sponsorship Fund. If so, Mr. Hanson asked if the landowners could get a tax write off for sponsorship? Legal was asked to review.

A motion was made by Supervisor Farrell, seconded by Supervisor Johnson, to approve the following resolution:

RESOLUTION NO. 2025-019

A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT ADOPTING THE FIRST AMENDED AND RESTATED DISTRICT POLICY REGARDING "DISPOSITION OF SURPLUS REAL PROPERTY, INCLUDING EASEMENTS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Copy on file)

President Accomando called for Public Comment. Mr. Ferrera, and Mr. Lopez addressed the Board. Mr. Sweet had no further comment.

President Accomando called the vote, and it passed 4-0.

A motion was made by Supervisor Farrell, seconded by Supervisor Vassalotti, to approve the following resolution:

RESOLUTION NO. 2025-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT DECLARING CERTAIN REAL PROPERTY BETWEEN 60TH STREET NORTH AND PERSIMMON BOULEVARD IN UNIT 14 TO BE

"SURPLUS" (AKA THE "FPL PARCEL"); IDENTIFYING WHICH PORTIONS OF THE PROPERTY SHALL BE RETAINED AND WHICH PORTIONS ARE DECLARED "SURPLUS" USING THE ASSESSED VALUE; DIRECTING THAT SURPLUS PARCELS BE CONVEYED TO ADJACENT LANDOWNERS SUBJECT TO CERTAIN TERMS AND CONDITIONS, PROVIDED HEREIN; AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE CERTAIN MINOR OR INCIDENTAL CHANGES IN CLOSING DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(Copy on file)

President Accomando called the vote, and it passed 4-0.

The Board set a date of January 30, 2026, for the offer to be accepted by the Landowners.

Attorney Palen confirmed the District was only making offers to the adjacent Landowners.

8.2 Bid Award

Mr. Robinson explained to the Board only one vendor had submitted a bid for the Districtwide Sod Invitation to Bid, and some of those documents received were illegible.

After Board discussion, a motion was made by Supervisor Farrell, seconded by Supervisor Johnson, to reject bid and direct Staff to go out to bid again.

President Accomando called for Public Comment, seeing none, she called the vote, and it passed 4-0.

President Accomando called for a five minute break.

8.3 Position Reclassifications

After Board discussion, a motion was made by Supervisor Farrell, seconded by Supervisor Vassalotti, to approve the reclassifications, updated salary schedules and organizational charts as applicable. 1) Reclassification Fleet Supervisor and Procurement Specialist to Supervisor of Inventory and Fleet Services; 2) Reclassification of Records Retention Coordinator/ Records

Management Liaison Officer (RMLO); and 3) Reclassification of Customer Service Representative from Full-Time to Part-Time.

President Accomando called for Public Comment, seeing none, she called the vote, and it passed 4-0.

9. INTERGOVERNMENTAL UPDATES and PERMITS

9.1 Joint Workshop

Board Consensus was given to the President to schedule a Joint Workshop Meeting with the Town of Loxahatchee Groves and other Municipalities.

9.3 Staff Updates

Mr. Foy and Mr. Hanson updated the Board of Supervisors on DRO and other matters. No action was taken during this item.

9.2 Board Member Updates

President Accomando gave an update on the Fire Rescue Local Bill stating discussion would come before the Board in December.

Supervisor Farrell thanked and listed the Sponsors for the Halloween Event.

Board Members gave updates to the Board regarding potential matters that may affect the work of the District. No action was taken during this item.

13. STAFF PRESENTATIONS

Mr. Hanson updated the Board regarding Staff and the works of the District.

13.1 Notice of Request for Proposal (RFP), Request for Qualifications (RFQ), and Potential Grants.

Mr. Hanson reviewed the timeline of the upcoming Invitations to Bid. There was no action on this item.

11. FACILITIES, PARKS, AND RECREATION AGENDA

11.1 Parks Policies and Procedures

Mr. Lawrence reviewed the proposed updates to the Facilities, Parks and Recreation Policies and Procedures.

A motion was made by Supervisor Vassalotti and seconded by Supervisor Johnson to approve the updated Facilities, Parks and Recreation Policies and Procedures.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (4-0).

12. CONSENT AGENDA

A motion was made by Supervisor Johnson, seconded by Supervisor Farrell, and unanimously passed (4-0) approving the following items on the Consent Agenda:

12.1 FY25 Budget Amendment (Resolution No, 2025-021)
12.2 Special Permit SP-0615 (FPL)
12.3 Special Permit SP-0616 (FPL)
12.4 Special Permit SP-0617 (FPL)
12.5 August 27, 2025, Minutes
12.6 September 9, 2025 Minutes
12.7 September 17, 2025, Minutes
12.8 Ratify 12in Dewatering Pump
12.9 John Deere Rental Buyout

Resolution No. 2025-021

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIAN TRAIL IMPROVEMENT DISTRICT ADOPTING BUDGET AMENDMENT(S) FISCAL YEAR 2024-2025; AUTHORIZING PAYMENT OF EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

(Copy on File)

Attorney Palen stated there was an open ended approved request for an attorney/client session if the need arises.

14. REPORTS

A motion was made by Supervisor Johnson, seconded by Supervisor Farrell, and unanimously passed to receive and file the following reports:

14.1 District Attorney Report
14.2 Monthly Engineer's Report
14.3 Assistant Executive Director Report
14.5 Stormwater Report
14.6 Roads and Sidewalks Report
14.7 Parks and Recreation Report
14.8 Records Requests
14.9 Resident Correspondence
14.10 Meeting Notice

Note: Item 14.4 – Finance Report was DELETED prior to the Meeting.

15. ADJOURNMENT

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

_____
President

_____
Secretary

AGENDA ITEM NO. 12.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	December 10, 2025 - Minutes
BACKGROUND:	
FISCAL IMPACT:	
RECOMMENDATION:	Motion to approve the December 10, 2025, Regular Board Meeting Minutes.

ATTACHMENTS:
2025-1210 Regular Board Meeting.pdf

INUTES OF REGULAR BOARD MEETING OF THE
BOARD OF SUPERVISORS
INDIAN TRAIL IMPROVEMENT DISTRICT
December 10, 2025

A Regular Meeting of the Board of Supervisors of Indian Trail Improvement District was held at 6:00 p.m. on December 10, 2025, located at the District Administration Building, 13476 61st Street North, West Palm Beach, FL 33412. This Meeting was in-person and used the Zoom Webinar Meeting platform for public participation. Present during the Meeting were Supervisors: Elizabeth Accomando, Patricia Farrell, Richard J. Vassalotti II, Betty Argue, and Michael Johnson. Also, in attendance were: Burgess Hanson, Executive Director; Robert Robinson, Assistant Executive Director; Jeffrey Sisolak, Facilities, Parks and Recreation Manager; Scarlet Cantley, Administration and Grants Coordinator; Carey Nelson, Technology Infrastructure and Cyber Security Coordinator; Bill Doney, Esq., Frances Bethel, Esq., and Frank Palen, Esq. of Caldwell Pacetti Edwards Schoech & Viator LLP; Lara Donlon of Torcivia, Donlon, Goddeau & Rubin, P.A.; and Engineer Jay Foy, P.E. and Daniel Rey, P.E. of Stormwater J Engineering, Inc. Special Guests in attendance were: District Fire Chief Amanda Vomero and Chief Kennedy, Palm Beach County Fire Rescue.

CALL TO ORDER, ROLL CALL, AND WELCOMING REMARKS

President Accomando called the Meeting to Order, lead in the Pledge of Allegiance, and called Roll. President Accomando and the Board of Supervisors welcomed and thanked everyone for attending.

5. AGENDA APPROAVAL

President Accomando called for any additions, deletions, or changes to the Agenda.

A motion was made by Supervisor Farrell, seconded by Supervisor Argue, and unanimously passed to approve the agenda, as amended Removing Item 13.2, Moving the

following Consent Agenda Items to the Regular Agenda: Item 14.1 to Item 10.2; 14.2 to 10.3; 14.3 to 10.4.

6. ELECTION OF OFFICERS

Supervisor Farrell nominated President Accomando to remain President.

After Board discussion, a motion was made by Supervisor Johnson, seconded by Supervisor Farrell, and unanimously passed to keep the Board Officers the same.

7. APPOINTMENT OF BOARD MEMBERS

A motion was made by Supervisor Argue and seconded by Supervisor Farrell to Appoint the following Board Representatives:

7.1 President Accomando to attend the Treasure Coast Regional Planning Council (TCRPC) Meeting with Supervisor Argue as an alternate.

7.2 Supervisor Argue to the Western Communities Council, with President Accomando as an alternate.

7.3 President Accomando to attend Palm Beach County Board of Commissioners Meetings, with Supervisor Vassalotti as an alternate.

7.4 Mr. Vassalotti and Mr. Johnson to attend the Palm Beach County League of Cities Meetings. (President and Executive Director also to attend)

7.5 Supervisor Vassalotti to attend the Palm Beach County League of Cities Issues Forum with Supervisor Farrell as an alternate.

7.6 Supervisor Johnson to attend the South Florida Water Management District (SFWMD) Meetings with President Accomando as an Alternate.

7.7 Supervisor Johnson to the Palm Beach County Water Resources Task Force Committee with Greg Shafer, Chief Stormwater Officer, as an alternate.

7.8 Supervisor Vassalotti as Board Representative to attend Palm Beach County Metropolitan Planning Organization (MPO) Meetings with Supervisor Argue as an Alternate.

7.9 Supervisor Farrell as Board Representative to attend City of Westlake Commission Meetings with President Accomando as an Alternate.

7.10 President Accomando as Board Representative to attend Seminole Improvement District Meetings with Supervisor Farrell as an Alternate.

7.13 Supervisor Vassalotti as Board Representative to attend City of West Palm Beach Meetings with Supervisor Johnson as an Alternate.

7.14 Supervisor Farrell Board Representative to attend City of Palm Beach Gardens Meetings with Supervisor Vassalotti as an Alternate.

7.15 Supervisor Vassalotti as Board Representative to attend Village of Royal Palm Beach Meetings with Supervisor Argue as an Alternate.

7.16 Supervisor Johnson and Supervisor Farrell as Board Representatives to the District Community Garden.

President Accomando called for Public Comment, seeing none, she called the vote for appointments and alternates, excluding Items 7.11, 7.12, 7.17, and 7.18 which were pulled for discussion. The motion passed 5-0.

7.11 A motion was made by Supervisor Vassalotti to appoint President Accomando as Primary Board Representative to attend Town of Loxahatchee Groves Meetings. Supervisor Argue wanted to stay as Primary Board Representative. Item was pulled for discussion.

A motion was made by Supervisor Argue and seconded by Supervisor Johnson for Supervisor Argue to stay as Primary Board Representative to attend the Town of Loxahatchee

Groves Meetings with President Accomando as an alternate. The motion passed 4-1. Supervisor Vassalotti was opposed.

7.12 A motion was made by Supervisor Vassalotti to appoint President Accomando as Primary Board Representative to attend Village of Wellington Meetings with Supervisor Argue as an alternate. Supervisor Argue wanted to stay as Primary Board Representative. Item was pulled out for discussion.

A substitute motion was made by Supervisor Argue and seconded by Supervisor Johnson for Supervisor Argue to stay as Primary Board Representative to attend the Village of Wellington Meetings with President Accomando as an alternate. The motion failed 2-3. President Accomando, Supervisor Farrell, and Supervisor Vassalotti were opposed.

President Accomando asked for a second to Supervisor Vassalotti's motion. Supervisor Farrell seconded. The motion passed 4-1. Supervisor Argue was opposed.

7.17 Supervisor Accomando as Board Representative to the Minto/SID Litigation. Supervisor Argue and Supervisor Vassalotti expressed interest in being an Alternate. Item was pulled out for discussion.

A motion was made by Supervisor Argue and seconded by Supervisor Johnson to appoint President Accomando as Board Representative to the Minto/SID Litigation with Supervisor Argue as an alternate. President Accomando called for the vote. Motion failed 2-3. President Accomando, Supervisor Farrell, and Supervisor Vassalotti were opposed.

A motion was made by Supervisor Farrell and seconded by Supervisor Vassalotti to appoint President Accomando as Board Representative to the Minto/SID Litigation with Supervisor Vassalotti as an alternate. President Accomando called for the vote. Motion passed 4-1. Supervisor Argue was opposed.

7.18 Appointment of Primary and Alternate Representatives to the District Events Coordinators Group. This was a new appointment so it was pulled for discussion.

After Board discussion, a motion was made by Supervisor Farrell, seconded by Supervisor Vassalotti for Supervisor Farrell to be the Primary Representative to the District Events Coordinators Group with Supervisor Vassalotti as an alternate. Lisa Johnson addressed the Board. The motion passed 4-1. Supervisor Argue was opposed.

RECEPTION AND PICTURES

Everyone was invited to enjoy the refreshments provided by:

Caldwell, Pacetti, Edwards, Schoech and Viator, LLP
StormwaterJ Engineering, Inc.
Torcivia, Donlon, Goddeau & Rubin, P.A.

8. PRESENTATIONS

8.1 Fire Rescue Update

District Chief Amanda Vomerro and Chief Kennedy gave an update to the Board regarding response times and the proposed Fire Rescue Local Bill.

President Accomando stated the Board would review the proposed bill and come back to the item for consensus before Adjournment.

8.2 HCA Presentation

Representatives of HCA gave the Board a presentation regarding the proposed Emergency Center on Orange Blvd. next to Auto Zone.

Attorney Palen explained the utility agreement and the role Indian Trail has regarding extensions of utility services.

Per Board discussion, President Accomando asked HCA to reach out to the residents adjacent to the project. She also requested a berm to the south and east to help shield residents from sirens.

No action was taken on this item.

12. PUBLIC INPUT

The time being 7:30 President Accomando called for Public Comment.

The following people addressed the Board: Michelle Wygant, Pia Skoran, Elizabeth McGoldrick, Lisa Johnson, Renee Hamilton, Kirk Ljonqguist, Hope Powell, John Bullard, and Brad Schell.

SUPERVISOR BUSINESS

The Supervisors brought updates and business matters to the Board.

Staff was asked to follow-up with the County regarding the flooding issue on 60th.

SELECTION COMMITTEE

The Board of Supervisors convened as a Selection Committee to review comparison sheet and other bid documentation, then reconvened as Board of Supervisors at the Regular Board Meeting.

10. REGULAR AGENDA

10.1 Bid Award ITB-002-0-2026/SC

A motion was made by Supervisor Argue, seconded by Supervisor Johnson to: (1) **Receive and File** Eight (8) complete responses to the ITB; (2) **Waive** any minor irregularities in Bid not involving price, scope or schedule; (3) **Award** a contract to the lowest bid from a responsive and responsible bidder, East Coast Industries Corp, in the amount of **$76,966.50** (4) **Direct** Staff to

prepare a contract (subject to Legal Review); and (5) **Authorize** the President to execute the contract.

President Accomando called for Public Comment, seeing none, she called the vote, and the Motion passed 5-0.

10.2 (14.1) Approval: SP-0618

After Board discussion, a motion was made by Supervisor Argue and seconded by Supervisor Farrell to approve SP-0618 PBC Persimmon, Orange Grove and SR7 turn lanes at SR7 with conditions and attachments.

President Accomando called for Public Comment. Supervisor Argue read Ms. Skoran's comment into the record. President Accomando called for the vote. The motion passed 5-0.

10.3 (14.2) Ratification Change Order

A motion was made by Supervisor Argue and seconded by Supervisor Farrell to Ratify Approval of LTG Sports Turf One's Change Order for Pipe Plugs for Drainage Installation at Acreage Community Park South Expansion Artificial Turf Field.

President Accomando called for Public Comment, seeing none, she called for the vote. The motion passed 5-0.

10.4 (14.3) Pre-Approval FDEP Agreement

A motion was made by Supervisor Farrell and seconded by Supervisor Vassalotti Authorizing the President to sign the Agreement (subject to legal and engineering review) between FDEP and Indian Trail regarding the 640 Acres M-1 Basin Expansion.

President Accomando called for Public Comment, seeing none, she called for the vote. The motion passed 5-0.

11. INTERGOVERNMENTAL UPDATES AND PERMITS

Mr. Foy and Mr. Hanson updated the Board on DRO matters and other intergovernmental matters which may affect the District.

No action was taken on this item.

13. FACILITIES, PARKS AND RECREATION AGENDA

13.1 Primetime Elite Inc.

A motion was made by Supervisor Vassalotti and seconded by Supervisor Argue to approve Primetime Elite Inc. permit request to host their practices at Acreage Community Park, Citrus Grove Park subject to staff and legal review.

President Accomando called for Public Comment, seeing none, she called the vote. The motion passed unanimously (5-0).

13.2 Outpost Athletics League

Item was removed by applicant's request.

13.3 Jacksonville Storm Softball

After Board discussion, a motion was made by Supervisor Vassalotti and seconded by Supervisor Argue to approve Jacksonville Storm Softball permit request to host their practices at Acreage Community Park, subject to staff and legal review, subject to space availability and priority use of the AAL.

President Accomando called for Public Comment, seeing none, she called the vote. The motion passed unanimously (5-0).

13.4 Legion Flag Football

After Board discussion, a motion was made by Supervisor Vassalotti and seconded by Supervisor Johnson to approve Legion Flag Football permit request to host their practices at

Acreage Community Park, subject to staff and legal review, subject to field availability and priority use of the AAL.

A substitute motion was made by Supervisor Argue allowing practices at Citrus Grove Park. There was no second.

President Accomando called for Public Comment, seeing none, she called the vote on the original motion. The motion passed unanimously (3-1-1). Supervisor Argue was opposed. Supervisor Farrell had a conflict (Form 8B is filed with the District).

8.1 Fire Rescue Update (continued)

After discussion, Board Consensus was given give a letter of support for the proposed local Fire Rescue Bill, subject to Staff review of the issue from a legislative perspective.

14. CONSENT AGENDA

During Agenda Approval, all Consent Agenda Items were moved to Regular Agenda.

15. STAFF PRESENTATIONS

There were no Staff Presentations.

16. REPORTS

A motion was made by Supervisor Farrell, seconded by Supervisor Argue, and unanimously passed to receive and file the following reports:

16.1 District Attorney Report
16.2 Monthly Engineer's Report
16.3 Deputy Executive Director Report
16.4 Finance Report
16.5 Stormwater Report
16.6 Roads and Sidewalks Report
16.7 Parks and Recreation Report
16.8 Records Requests
16.9 Resident Correspondence
16.10 Meeting Notice

17. ADJOURNMENT

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

_____
President

_____
Secretary

AGENDA ITEM NO. 12.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	March 3, 2026 - Minutes
BACKGROUND:	
FISCAL IMPACT:	
RECOMMENDATION:	Motion to approve the March 3, 2026, Regular Board Meeting Minutes.

ATTACHMENTS:
2026-0303a Regular Board Meeting Minutes (Rescheduled from 02-25-2026).pdf

MINUTES OF REGULAR BOARD MEETING
OF THE BOARD OF SUPERVISORS
INDIAN TRAIL IMPROVEMENT DISTRICT
March 3, 2026

A Regular Meeting of the Board of Supervisors of Indian Trail Improvement District was held at 6:00 p.m. on March 3, 2026, (Rescheduled from February 25, 2026) located at the District Administration Building, 13476 61st Street North, West Palm Beach, FL 33412. This Meeting was in-person and used the Zoom Webinar Meeting platform for public participation. Present during the Meeting were Supervisors: Elizabeth Accomando, Patricia Farrell, Richard J. Vassalotti II, Betty Argue and Michael Johnson. Also, in attendance were: Burgess Hanson, Executive Director; Scarlet Cantley, Administration and Grants Coordinator; Carey Nelson, Technology Infrastructure and Cyber Security Coordinator; and Mary Viator, Frank Palen, Esq. and Frances Bethel, Esq. of Caldwell Pacetti Edwards Schoech & Viator LLP.

CALL TO ORDER and ROLL CALL

President Accomando called the Meeting to Order, led in the Pledge of Allegiance, asked for a moment of silence for the fallen military personnel, and called Roll. President Accomando and each Supervisor welcomed everyone and thanked them for coming.

5.1. AGENDA APPROAVAL

President called for additions, deletions, or substitutions to the Agenda.

A motion was made by Supervisor Farrell, seconded by Supervisor Johnson to approve the Agenda as presented. The motion passed (4-1). Supervisor Argue was opposed.

6.0 REGULAR AGENDA

6.1 ALA Non-Profit User Agreement

A motion was made by Supervisor Vassalotti and seconded by Supervisor Farrell to terminate with the Acreage Landowners Agreement.

District Attorneys explained the difference between with cause and without cause. The Attorneys also noted it was up to the Board to define extenuating circumstances.

Each Member of the Board shared their thoughts on why or why not the ALA Non-Profit User Agreement with the District should be terminated.

President Accomando called for Public Comment.

Stacy Jo Poffenbarger addressed the Board.

Ms. Cantley read aloud into the record the written comments from the following people: Donald Gralin, Woody Crumm, Cindi Walker, and J. Sinclair.

Following further Board discussion, Supervisor Vassalotti amended the motion, seconded by Supervisor Farrell to read:

Motion to terminate the Acreage Landowners Agreement with cause for extenuating circumstances pursuant to Section 10.03 of the Agreement.

President Accomando called the vote, and it passed 3-2. Supervisor Argue and Supervisor Johnson were opposed.

7. PUBLIC INPUT

President Accomando called for Public Input on Non-Agenda Items.

The following people addressed the Board: Lisa Johnson and Geneva Walker

Ms. Cantley read into the record a written comment by Richard Gill.

Supervisor Argue left the meeting.

8. MEETING NOTICE

A motion was made by Supervisor Farrell, seconded by Supervisor Vassalotti, and unanimously passed (4-0) to receive and file meeting notice.

9. ADJOURNMENT

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

_____
President

_____
Secretary

AGENDA ITEM NO. 12.5

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	March 25, 2026 - Minutes
BACKGROUND:	
FISCAL IMPACT:	
RECOMMENDATION:	Motion to approve the March 25, 2026, Regular Board Meeting Minutes.

ATTACHMENTS:
2026-0325 Regular Board Meeting Minutes.pdf

MINUTES OF REGULAR BOARD MEETING
OF THE BOARD OF SUPERVISORS
INDIAN TRAIL IMPROVEMENT DISTRICT
March 25, 2026

A Regular Meeting of the Board of Supervisors of Indian Trail Improvement District was held at 6:00 p.m. on January 28, 2026, located at the District Administration Building, 13476 61st Street North, West Palm Beach, FL 33412. This Meeting was in-person and used the Zoom Webinar Meeting platform for public participation. Present during the Meeting were Supervisors: Elizabeth Accomando, Patricia Farrell, Richard J. Vassalotti II, Betty Argue, and Michael Johnson. Also, in attendance were: Burgess Hanson, Executive Director; Rob Robinson, Deputy Executive Director; Miriam Heisser, Chief Administration Officer; Racquel McIntosh, Chief Financial Officer; Greg Shafer, Chief Stormwater Officer; Kenny Lawrence, Facilities, Parks and Recreation Director; Rebecca Stewart, Chief Media and Public Outreach Officer; Nick Magarino, UAS Operations Supervisor; Scarlet Cantley, Administration and Grants Coordinator; Carey Nelson, Technology Infrastructure and Cyber Security Coordinator; Mary Viator, Esq., Frank Palen, Esq. and Frances Bethel, Esq. of Caldwell Pacetti Edwards Schoech & Viator LLP; and District Engineer Jay Foy, P.E. and Daniel Rey, P.E. of Stormwater J Engineering, Inc. Special Guests in attendance were: Benard Lebedeker, Esq. of Xenick Lebedeker Pepin.

CALL TO ORDER and ROLL CALL

President Accomando called the Meeting to Order, led in the Pledge of Allegiance, and called Roll. President Accomando and the Board of Supervisors welcomed and thanked everyone for attending.

5.1. AGENDA APPROAVAL

President called for additions, deletions, or substitutions to the Agenda.

A motion was made by Supervisor Johnson, seconded by Supervisor Argue, and unanimously passed (4-0) to defer Item 8.3 – Rules and Procedures to the April 15, 2026, Board Meeting.

A motion was made by Supervisor Argue, seconded by Supervisor Vassalotti, and unanimously passed (4-0) to approve the Agenda, as amended, to move Consent Agenda: Item 11.17 – Waiving Procurement Policy to Item 8.3a; and Item 11.28 – Piper Sandler Engagement Letter to Item 8.3b.

Supervisor Farrell joined the Meeting.

6. PRESENTATIONS

6.1 PBSO Update

Seargent Deplato gave an update to the Board.

6.2 Fire Rescue Update

District Chief Vomero gave an update to the Board.

6.3 R-3 Roadway Plan Inclusions

District Engineer Foy reviewed the R-3 Roadway Plan criteria with the Board.

6.4 Unit 19C – Engineering Report Assessment

This Item was Deleted prior to Meeting.

6.5 ERP and Finance Procedures

Ms. McIntosh explained the Requisition and Purchase Order Finance Procedures to the Board. Mr. Nelson gave the Board and update on the ERP installation.

8.0 REGULAR AGENDA

8.1 Works of the District

A motion was made by Supervisor Argue, seconded by Supervisor Johnson, and unanimously passed to approve:

Resolution No. 2026-002

A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT FINDING THAT SIGNIFICANT LEGAL RIGHTS WILL BE COMPROMISED WITHOUT THE IMMEDIATE INITIATION OF A LEGAL COURT PROCEEDING IN RELATION TO SEMINOLE IMPROVEMENT DISTRICT'S INTERFERENCE WITH INDIAN TRAIL IMPROVEMENT DISTRICT'S USE OF AND CONNECTION TO ITS PRE-EXISTING RIGHTS TO DRAIN INTO THE M-2 CANAL; FINDING THAT AN IMMEDIATE DANGER TO THE HEALTH, SAFETY OR WELFARE OF THE PUBLIC REQUIRES IMMEDIATE ACTION AND THAT SIGNIFICANT LEGAL RIGHTS WILL BE COMPROMISED IF COURT PROCEEDINGS DO NOT TAKE PLACE BEFORE COMPLIANCE WITH THE PROVISIONS OF SECTION 164.1041(2), FLORIDA STATUTES; AUTHORIZING THE LITIGATION REGARDING SAME; AND PROVIDING AN EFFECTIVE DATE.

(Copy on file)

There was no Public Comment on this Item.

10. PUBLIC INPUT

The time being 7:30 pm, President Accomando called for Public Input on Non-Agenda Items.

Leo Doon, Alexandria Larson, Sharon Waite and Pia Skoran addressed the Board.

President Accomando called for a ten (10) minute break.

7.0 SUPERVISOR BUSINESS

Each Supervisor had the opportunity to bring items before the Board for consideration on future Agendas. There was no action taken by the Board.

8.2 Code of Civility, Letter to Board

After Board discussion, President Accomando called for Public Comment. Pia Skoran addressed the Board.

No action was taken on this Item.

8.3a (11.17) Waiving Procurement Policy

A motion was made by Supervisor Argue, seconded by Supervisor Johnson to approve waiving the procurement policy for competitive solicitation for capital equipment and vehicles that were adopted in the fiscal year 2026 budget and to utilize Florida Sherriff's Association vendors for said purchases and leases.

After Board discussion Supervisor Argue amended her motion to add "all vehicles come back to the Board for individual purchase discussion and approval". There was no second on Amended Motion; therefore, Supervisor Argue withdrew her motion.

Attorney Viator and Attorney Palen clarified the Board was being asked to waive the procurement policy and approve the FSA Contract.

A motion was made by Supervisor Farrell, seconded by Supervisor Johnson to approve waiving the procurement policy for competitive solicitation for capital equipment and vehicles that were adopted in the fiscal year 2026 budget and to utilize Florida Sherriff's Association vendors for said purchases and leases.

President Accomando called for Public Comment; seeing none, she called the vote, and it passed 4-1. Supervisor Argue was opposed.

President Accomando requested the next time Staff asked the Board to waive using the FSA, Staff attach the specifications and explanation for each vehicle.

8.3b (11.28) Piper Sandler Engagement Letter

A motion was made by Supervisor Farrell, seconded by Supervisor Johnson, to approve the Piper Sandler Engagement Letter.

President Accomando called for Public Comment; seeing none, she called the vote, and it passed 5-0.

8.4 Request by Landowner (Harlena Dr.)

After discussion, a motion was made by Supervisor Farrell and seconded by Supervisor Vassalotti to continue installation of R.A.P on Harlena Drive.

President Accomando called for Public Comment. Alexandria Larson, Eric Gilmore, and Dan Boland addressed the Board.

The motion passed 4-1. Supervisor Argue was opposed.

8.5 District Logo and Branding

After discussion, a motion was made by Supervisor Farrell and seconded by Supervisor Vassalotti to approve the new logo and branding criteria, adding the established 1957.

President Accomando called for Public Comment. Alexandria Larson, Pia Skoran, and Charlie James addressed the Board.

The motion passed 5-0.

8.6 M0 Canal Outfall Grant

After discussion, a motion was made by Supervisor Farrell and seconded by Supervisor Johnson to terminate contract negotiations with Ferreira Construction Co. Inc. and award the contract to and initiate negotiation with Loren Jock Trucking Inc., the second lowest most responsible and responsive bidder for the M-0 Canal Outfall Structure Project; authorize the Board President to sign the contract, subject to administrative, legal, and engineering approval.

President Accomando called for Public Comment, seeing none, called for the vote. The motion passed 5-0.

9. INTERGOVERNMENTAL UPDATES and PERMITS

9.1 PBC Development Concierage

Mr. Foy gave an update on PBC Development Concierage. Mr. Foy and Mr. Hanson gave an update to the Board on other Intergovernmental Issues and Permits affecting the District. There was no action taken by the Board on this Item.

10 PUBLIC INPUT

Since Public Input is time certain, this item was called earlier in the meeting.

11. CONSENT AGENDA

A motion was made by Supervisor Farrell, seconded by Supervisor Johnson, and unanimously passed (5-0) approving the following items on the Consent Agenda:

11.1 FY27 Budget Calendar
11.2 SP-0634 FPL
11.3 SP-0629 FPL
11.4 Approval SP-0630 FPL
11.5 SP-0631 FPL Remove 4 Poles
11.6 SP-0633 FPL Remove 2 Poles
11.7 SP-0632 FPL Remove 3 Poles
11.8 SP-0636 FPL Remove Poles
11.9 SP-0640 FPL Remove 8 Poles
11.10 SP-0641 FPL Remove 2 Poles
11.11 SP-0642 FPL Remove Pole.
11.12 SP-0643 FPL Emergency OH
11.13 SP-0639 17994 180th Ave
11.14 SP-0646 MCI DB Orange
11.15 SP-0638 Comcast (Deleted)
11.16 SP-0644 FPL Remove 9 Poles
11.18 Unmanned Aircraft Policies
11.19 Unmanned Aircraft Notice
11.20 October 15, 2025, PH Minutes
11.21 October 15, 2025, Minutes
11.22 Grant Amendment - Citrus Grove
11.23 Grant Amendment - Kidscape Pk
11.24 Canal Designation
11.25 PBC 5 Year Road Plan
11.26 Response to AI Data Center Resolution 2026-003

Resolution No. 2026-003

A RESOLUTION OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT ("DISTRICT") MAKING ITS

OPPOSITION KNOWN TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS FOR "PROJECT TANGO" OR ANY HYPERSCALE AI DATA CENTER TO LOCATE IN PALM BEACH COUNTY WITHIN 5 MILES OF ANY SCHOOL OR RESIDENTIAL AREA. THE DISTRICT BELIEVES THAT PROPER STUDIES MUST BE CONDUCTED AS TO THE DETRIMENT, COST AND AMOUNT OF POWER, WATER, NOISE AND OTHER NUISANCES LIKELY TO BE EXPERIENCED.

(Copy on File)

[Note: Item 11.27 – Change Order, M0 Outfall was deleted prior to Meeting.]

12. FACILITIES, PARKS, AND RECREATION AGENDA

12.1 Equestrian Advisory Committee

A motion was made by Supervisor Farrell and seconded by Supervisor Johnson to Approve the Policy of the Equestrian Trails and Infrastructure Advisory Committee (ETIAC) to Equestrian Advisory Committee (EAC).

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

12.2 Adopt a Trail Sponsorship

Per Staff's recommendation, it was Board Consensus for each Board Member to review the proposed Trail Sponsorship Program and Application and furnish feedback to Staff. This Item will be on the April 15, 2026, Board Meeting.

A motion was made by Supervisor Farrell, seconded by Supervisor Argue, and unanimously passed to extend the Meeting for fifteen (15) minutes to 11:15 PM.

12.3 LTG Sports Turf One, LLC

A motion was made by Supervisor Johnson and seconded by Supervisor Argue to approve the Piggyback Contract/Cooperative Agreement with LTG Sports Turf One, LLC to replace the

artificial turf surrounding the playground at Kidscape Park., and to waive formal competitive public solicitation and purchasing threshold.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

12.4 Acreage Adult Softball

A motion was made by Supervisor Argue and seconded by Supervisor Farrell to approve Acreage Adult Softball's Non-Profit Athletics User Agreement, availability, and subject to staff and legal review.

President Accomando called for Public Comment. Elizabeth McGoldrick addressed the Board. President Accomando called the vote, and the motion passed unanimously (5-0).

12.5 Frama Poli, LLC Permit

A motion was made by Supervisor Farrell and seconded by Supervisor Argue to approve Frama Poli, LLC's permit request to use the Citrus Grove Park for their pop-up food truck nights, subject to staff and legal review.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

12.6 Frank Ceraso's Community Events

A motion was made by Supervisor Argue and seconded by Supervisor Farrell to deny Frank Ceraso's long term permit request to host his various community events.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

12.7 Legion Flag Football Permit

A motion was made by Supervisor Argue and seconded by Supervisor Johnson to approve Legion Flag Football permit request to host their practices at Acreage Community Park, subject to availability. staff and legal review.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed (4-1). Supervisor Farrell had a conflict and submitted a Form 8B (copy attached to minutes).

12.8 Permit for Arsenal Softball

A motion was made by Supervisor Farrell and seconded by Supervisor Vassalotti to approve Arsenal Softball permit request to host their practices at Acreage Community Park, subject to availability, staff and legal review.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

A motion was made by Supervisor Argue, seconded by Supervisor Farrell, and unanimously passed to extend the Meeting for fifteen (15) minutes to 11:30 PM.

12.9 Children's Business Fair

A motion was made by Supervisor Argue and seconded by Supervisor Farrell to approve Curious Innovators permit request to host their Children's Business Fair, subject to staff and legal review.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

12.10 Memorial Kickball Tournament

A motion was made by Supervisor Farrell and seconded by Supervisor Argue to approve Tim Ashurst's permit to host his memorial kickball tournament, subject to availability, staff and legal review.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

12.11 The Great American Cleanup

A motion was made by Supervisor Farrell and seconded by Supervisor Vassalotti to approve Indian Trail Improvement District's permit request to host The Great American Cleanup, subject to staff and legal review.

President Accomando called for Public Comment, seeing none, called the vote.

The motion passed unanimously (5-0).

13. STAFF PRESENTATIONS

Mr. Lawrence gave the Board an update on ACP South Campus.

13.1 Notice of Request for Proposal (RFP), Request for Qualifications (RFQ), and Potential Grants.

Mr. Hanson confirmed there were no RFPs, RFQs, or Potential Grants.

14. REPORTS

A motion was made by Supervisor Farrell, seconded by Supervisor Johnson, and unanimously passed to receive and file the following reports:

14.1 District Attorney Report
14.2 Monthly Engineer's Report
14.3 Finance Report December
14.4 Finance Rpt (January)
14.5 Stormwater Report
14.6 Roads and Sidewalks Report (Jan)
14.7 Roads and Sidewalk Rpt (Feb)
14.8 Parks and Recreation Report
14.9 Records Requests (Jan)

14.9 Resident Correspondence
14.10 Records Request (Feb)
14.11 Meeting Notice
14.12 Assistant Executive Director Report

15. ADJOURNMENT

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

_____
President

_____
Secretary

AGENDA ITEM NO. 12.6

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Approval: SP-0645 FPL Transfer OH 73rd
BACKGROUND:	This special permit is to transfer FPL services to a AT&T pole, as shown on 3 sheets titled "WR 14461287" dated 11/21/25.
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:	Motion to approve SP-0645 with conditions and attachments.

ATTACHMENTS:
2026_0415_SP-0645 FPL Transfer OH 73rd.pdf

SPECIAL PERMIT No. SP-0645

THIS PERMIT, granted this 15th day of April, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to Errica Hunter, hereinafter referred to as the "Permittee", is a non-exclusive permit to transfer FPL services to a AT&T pole, as shown on 3 sheets titled "WR 14461287" dated 11/21/25, attached hereto and made a part thereof".

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 Executive Director 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.

PERMIT INFORMATION

OWNER

Florida Power and Light	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, FL 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Tommy Phillips	305-863-4959
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, FL 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

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 ensure 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 rights-of-way, for example, where a canal crosses or dead ends at a road.

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).

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Indian Trail Improvement District

13476 61st Street North, West Palm Beach, FL 33412
Phone: 561-793-0874 Fax: 561-793-3716
Email: office@indiantrail.com

Office Use Only
Date Recvd: _____
Permit No.
SP-_____-OH
Fee Recvd: _____

SPECIAL PERMIT APPLICATION – OVERHEAD/POLES (OH)

(PLEASE TYPE OR PRINT ALL APPLICABLE INFORMATION)
***Indicates Required Field**
****Note that a separate application is required for each pole**

Overhead work
$ 2,502.00

I: PROJECT INFORMATION

Project Name*: WR# 144601287
Project Description*: *(ex. Replace one wood pole with one concrete pole...)*
Proposed Transfer all FPL Services onto Att Pole
GPS:**
Road*: 73Rd Ct N, WPB FL 33412 (N / S / W / E side of road)
Cross Road*: _____ linear feet (N / S / W / E) of _____
Proposed Start Date*: 12-3-2025 **Est. Completion Date*** 1-3-2025

OWNER/PERMITTEE* ( ) **Responsible for invoices (pick one)**

FPL	561-640-2366
NAME	*PHONE* *FAX*
Florida Power and Light	
COMPANY	*E-Mail*
6001 Village Blvd	
MAILING ADDRESS	*PROJECT ADDRESS (IF NOT MAILING ADDRESS)*
West Palm Beach	
CITY, STATE, ZIP FL. 33407	CITY, STATE, ZIP

APPLICANT (if different from Owner) ( ) Responsible for invoices

Errica Hunter	561-640-2366
NAME	PHONE
Florida Power and Light	
COMPANY	FAX
6001 Village Blvd	
MAILING ADDRESS	E-MAIL
West Palm Beach	
CITY, STATE, ZIP FL. 33407	SECONDARY CONTACT NUMBER

OTHER PROFESSIONAL (if Required)

Tommy Phillips	305-863-4959
NAME	PHONE
Florida Power and Light	
COMPANY	FAX
6001 Village Blvd	
MAILING ADDRESS	E-MAIL
West Palm Beach	
CITY, STATE, ZIP FL. 33407	SECONDARY CONTACT NUMBER

(If there is another consultant closely involved with this project please enter their name and contact information in one of the above sections with notation.)

II. APPLICATION DETAILS

Review and processing of an Application will not begin until the Application is complete, as provided herein. Unless otherwise agreed in writing by the District, incomplete submittals will be held for a maximum of 120 days or until all required items are received, whichever first occurs.

Complete Submittal Includes (please check off as complete)*:

( ) One complete Special Permit Application in proper form;
( ) A check or cash for the full amount of Submittal/Compliance Fee (see Fee Schedule);
( ) A check or cash for the full amount of the Engineering/Legal Review and Engineering/Staff Inspection Fee Deposit (see Fee Schedule);
( ) One (1) complete set of plans/specifications with one (1) scanned copy on a thumb drive; Plans shall contain the following information, at a minimum:
Base plan showing District Right-of-Way lines, property lines, edge of pavement, all above-grade improvements. Additional requirements may be identified during the technical review.

Does any of the following apply*?

(Y / N) Installation of a cabinet or other above-grade obstruction?
(Y / N) Installation of a culvert?
(Y / N) Installation of any handholes?

If the answer to any of the above is yes, you will need to apply for a separate Right-of-Way/Drainage (RW) Special Permit.

Does any of the following apply*?

(Y / N) Installation of a directional bore?
(Y / N) Installation of conduit below-grade in a trench?

If the answer to any of the above is yes, you will need to apply for a separate Utilities (UT) Special Permit.

III: PERMITTING PROCESS

Application Phase:

Permit Application, plans, fees and any required backup information shall be submitted directly to the District's Administrative Building: Indian Trail Improvement District c/o Special Permits, 13476 61st Street North, West Palm Beach, FL 33412.

Review Phase:

Upon submittal, the application package will undergo a preliminary review for completeness which includes confirmation that all fees have been paid. If the Application is complete, it will be processed for technical review. Technical comments on the Application will be forwarded in writing to the Permittee and/or Engineer of Record, as appropriate. Upon receipt of written responses to the initial technical comments, the Application will be subject to a second review that will determine if the response is sufficient. All responses shall be submitted to the District, accompanied by one (1) copy of any revised plans, signed and sealed by a Professional Engineer registered in the State of Florida, if applicable. This iterative process of comment/re-submittal will continue until the District Engineer is satisfied that all technical issues have been adequately addressed. At any time after the second Technical Review, the Applicant may appeal a request of the District Engineer to the Board of Supervisors if it feels that the review process or any recommended condition of approval is unfair or inappropriate.

Approval Phase:
At this point, a recommended Permit will be prepared and the Applicant asked to confirm its consent to any conditions of approval by executing this instrument. Upon receipt of the recommended Special Permit accepted by the Applicant, it will be scheduled for review by the Board of Supervisors. The Board of Supervisors may approve the Permit as recommended by Staff, approve the permit with revised conditions, or deny the permit. The District will notify you of the date of the meeting when the application is scheduled for review by the Board. The applicant is strongly advised to attend the Board of Supervisors' meeting to address any questions that may arise. If the recommended permit is denied, the District will send written notification to the Applicant.

Work Phase:
At this point the permit moves into the work and inspection phase. Notification shall be given by the Permittee to the District forty-eight (48) District business hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any.

Closeout:
When the work is deemed completed, a final inspection shall be held by the District Engineer and/or Indian Trail staff in the presence of a representative of the Permittee.

EH * **Initial to acknowledge process has been reviewed by Owner/Permittee.**

ALL ASPECTS OF THE PERMITTING PROCESS ARE SUBJECT TO CHANGE WITHOUT NOTICE

IV: CERTIFICATION
The undersigned, as or on behalf of the Applicant, does hereby and, where applicable, agree as follows: (i) that the information contained herein is true and correct to the best of their knowledge and belief, (ii) to provide entry to the project site for the District's representatives or consultants (with proper identification as such) for the purpose of making an inspection or analysis of the project site, (iv) to pay any and all Permit submittal and issuance fees and costs in accordance with the attached Fee Schedule, and (v) if signing as an agent for the Applicant, that the undersigned is authorized, pursuant to the attached written document, to execute this Permit Application for and on behalf of said Applicant. If not properly authorized, Permit and Application will be invalid.

_____ 10-22-2025
OWNER/PERMITTEE SIGNATURE* **DATE***

Jerry Alexis
PRINT NAME*

_____ 10/22/2025
APPLICANT SIGNATURE **DATE**

Errica Hunter
PRINT NAME

Notary Public-State of Florida
Jerry Alexis
My Commission HH 377842
Expires 3/23/2027

personally known

V. SPECIAL PERMIT FEE SCHEDULE

All fees shall be paid prior to the permit being placed on the BOS agenda.

Submittal/Compliance Fee (non-refundable)

Overhead Utility Permit: $500

Utilities Permit: $1,000 for first 1,000 LF of open trench and $500 for each additional 1,000 LF open trench.

Right-of-Way/Easement Permit: $1,000

Engineering and/or Legal Review and Engineering and/or Staff Inspection Fee Deposit

Overhead Utility Permit: Submit a $2,000 refundable initial deposit towards engineering and/or legal review and engineering and/or staff inspection fees.

Utilities Permit: Submit a $2,000 refundable initial deposit towards engineering and/or legal review and engineering and/or staff inspection fees.

Right-of-Way/Easement Permit: Submit a $2,000 refundable initial deposit towards engineering and/or legal review and engineering and/or staff inspection fees.

Right-of-Way/Easement Permit (projects greater than 10 acres or road and/or canal frontage greater than 500 linear feet): Submit a $10,000 refundable deposit towards engineering and/or legal review and engineering and/or staff inspection fees.

The final fee shall be based on actual engineering and/or legal and/or staff costs associated with the special permit review process and inspections. If during the review process, the review fees exceed the initial deposit, an interim invoice will be issued to the permittee to request an additional deposit, in increments of $1,000, based on the anticipated review and inspection effort remaining.

When actual engineering and/or legal costs are less than the total fees received, the remaining balance will be returned to the Permittee either after the permit has been closed by the District or it is determined by the District that an expired permit shall not require additional inspections. Please allow 4 to 6 weeks from the time of closure for delivery of the check.

Resubmittal and/or Modification Fee

A resubmittal and/or modification fee (non-refundable) of $250 shall apply.

Permit resubmittal and/or modification requests may require additional Engineering and/or Legal and/or staff Fee deposits.

Resubmittal and/or Modification Fees shall be paid prior to the permit being placed on the BOS agenda.

Expired Permit Fee

Permits that have expired shall be assessed an additional $500 Compliance Fee, which shall be deducted from any remaining deposit.

PLEASE NOTE THAT TECHNICAL REVIEW WILL NOT BE STARTED UNTIL FULL PAYMENT OF FEES IS RECEIVED. ALL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

AGENDA ITEM NO. 12.7

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Approval: SP-0649 FPL Misc Upper M-1
BACKGROUND:	This special permit is to remove 6 existing wood poles, install 6 wood poles, replace 2 guy and anchors, install 2" URGD 25', and install Sec RSR on E face, as shown on 10 sheets titled "WR 14353964" dated 2/13/26
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:	Motion to approve SP-0649 with conditions and attachements

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ATTACHMENTS:
2026_0415_SP-0649 FPL Misc Upper M-1.pdf

SPECIAL PERMIT No. SP-0649

THIS PERMIT, granted this 15th day of April, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to Errica Hunter, hereinafter referred to as the "Permittee", is a non-exclusive permit to remove 6 existing wood poles, install 6 wood poles, replace 2 guy and anchors, install 2" URGD 25', and install Sec RSR on E face, as shown on 10 sheets titled "WR 14353964" dated 2/13/26, attached hereto and made a part thereof".

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 Executive Director 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.

PERMIT INFORMATION

OWNER

Florida Power and Light	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, FL 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Name	Business Phone
Address	Other
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Yeniz Azoonovieta	561-735-2238
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, FL 33407	
City, State, Zip Code	

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 ensure 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 rights-of-way, for example, where a canal crosses or dead ends at a road.

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).

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 13252 75TH LN N	Substation: ACREAGE	Feeder: 06763



Inspection Date: 03/20/2024 05:40:00	
Management Area: WEST PALM	
County: PALM BEACH	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 826118	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.25	Y: 26.79
Unique ID: 345759543	

Remarks: Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.25. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: full excavate-external treatment|woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799923. WR Number: d00012799923. Length/Class: actual.

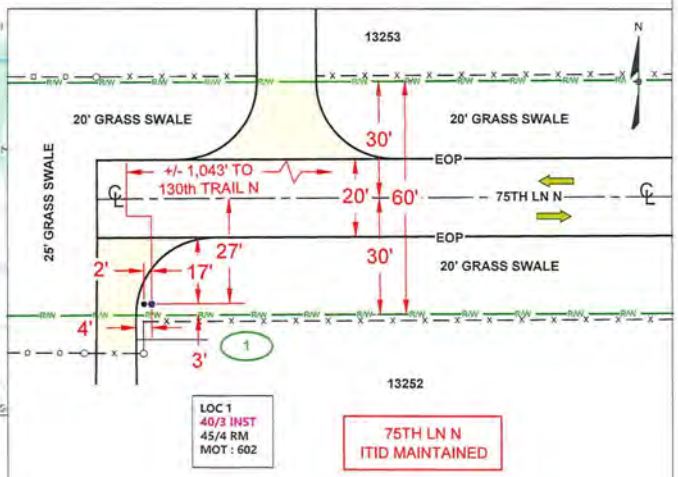
CONSTRUCTION LEGEND

- 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

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

LOC 1
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6928-0157-0-9
1 HR DURATION





Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FP	M/A: WB	Township: 42 Range: 41 Section: 28
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	F406763, 406766, 406767 - 2025PI POLE INSPECTION		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 17 ACREAGE SUB, WEST PALM BEACH, FL, 33412		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: yxa0oqi	Date 02/13/2026	
Requested Tel. Co. Transfer? [ ]				Designer: Brittney Arnette	Dwg No. 14353964_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:	DUCT BANK FT:			Map No. AJ0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14353964	PAGE 1 OF 7	

Size: 8 x 11

PRINTED BY: hxf0nb6

PLOT DATE/TIME: 12/30/2025 13:46:48

Remove (1) existing wood pole
Install (1) Proposed wood pole

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 13169 75TH LN N	Substation: ACREAGE	Feeder: 06763



Inspection Date: 03/20/2024 05:15:00	
Management Area: WEST PALM	
County: PALM BEACH	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 828392	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.25	Y: 26.79
Unique ID: 345759570	

Remarks: Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.35. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: full excavate-external treatment|woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799923. WR Number: d00012799923. Length/Class: actual.

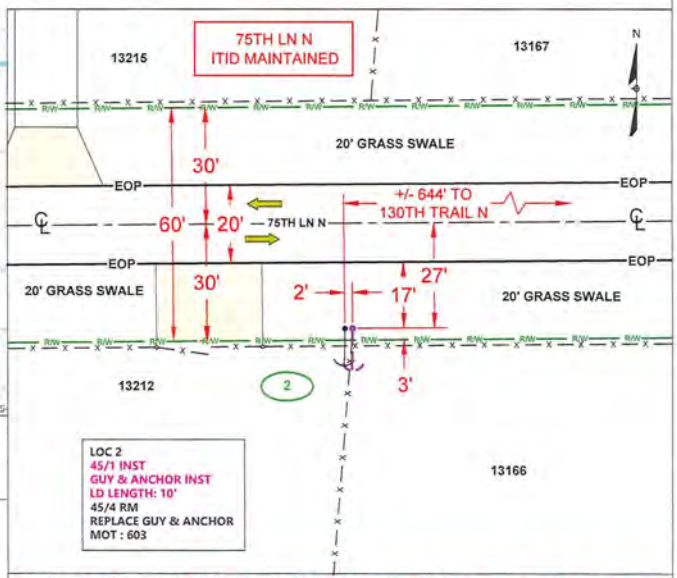
CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- PROPOSED REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- PROPOSED REMOVE CONCRETE POLE
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- 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

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

LOC 2
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6928-0957-0-2
1 HR DURATION





Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature Date	Foreman's Signature Date	Supervisor's Signature Date	Initials Cert. Date

Easement? [ ]		Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FP	M/A: WB	Township: 42 Range: 41 Section: 28
Designer/Stake? [ ]		CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	F406763, 406766, 406767 - 2025PI POLE INSPECTION		
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 17 ACREAGE SUB, WEST PALM BEACH, FL, 33412		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per			Job Owner: yxa0oqi	Date 02/13/2026	
Requested Tel. Co. Transfer? [ ]					Designer: Brittney Arnette	Dwg No. 14353964_8x11 PIP.xml	
Request CATV Transfer? [ ]					Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:		DUCT BANK FT:			Map No. AJ0454		
POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:			WR: 14353964		Page 2 of 7

Size: 8 x 11

PRINTED BY: hxf0nb6

PLOT DATE/TIME: 12/30/2025 13:48:51

Remove (1) existing wood pole
Install (1) Proposed wood pole
Install Proposed Guy, and Anchor LD Length: 10'
Proposed Replace Guy, and Anchor

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 14973 72nd Ct N	Substation: ACREAGE	Feeder: 06767



Inspection Date: 11/12/2024 04:52:00	
Management Area: WEST PALM	
County: Palm Beach	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 336510239	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.28	Y: 26.78
Unique ID: 345768497	

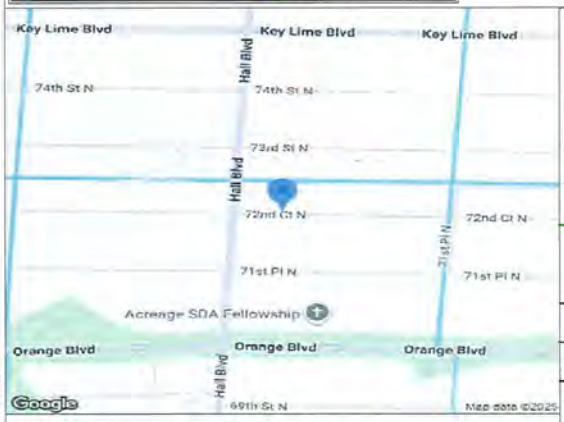
Remarks: Inspection Comments: lcoth. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: full excavate-external treatment. Year Last Treated: 2016. Last Treated By: osmose. Type: distribution primary. Other Pole Types: lateral pole. IWR Number: 12800519. WR Number: d00012800519. Length/Class: actual.

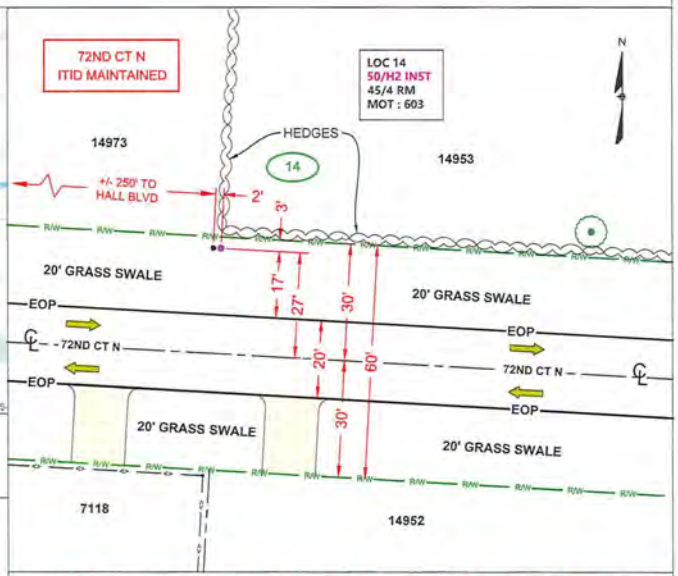
CONSTRUCTION LEGEND

- 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

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

LOC 14
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6728-1218-0-4
1 HR DURATION





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act

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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature Date	Foreman's Signature Date	Supervisor's Signature Date	Initials Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FP	M/A: WB	Township: 42 Range: 41 Section: 29
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	F406763, 406766, 406767 - 2025PI POLE INSPECTION		
PERMIT REQ'D CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 17 ACREAGE SUB, WEST PALM BEACH, FL, 33412		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: yxa0oqi	Date 02/13/2026	
Requested Tel. Co. Transfer? [ ]				Designer: Brittney Arnette	Dwg No. 14353964_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:	DUCT BANK FT:			Map No. AM0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14353964	Page 3 of 7	

Size: 8 x 11
PRINTED BY: hxf0nb6
PLOT DATE/TIME: 12/30/2025 13:49:12

Remove (1) existing wood Pole
Install (1) proposed wood Pole

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [x] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 15592 Keylime Blvd	Substation: ACREAGE	Feeder: 06767



Inspection Date: 11/19/2024 20:46:00	
Management Area: WEST PALM	
County: Palm Beach	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 753872	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.29	Y: 26.79
Unique ID: 345758179	

Remarks: Small Woodpecker Holes: 5. Inspection Comments: lcoth. Other Pole Conditions: woodpecker holes small. Decay Type: shell rot. Depth: 0.25. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: full excavate-external treatment. Year Last Treated: 2016. Last Treated By: osmose. Previous Restored Year: 2016. Previous Restoration Method: c2-truss. Type: distribution primary. Other Pole Types: lateral pole. IWR Number: 12800519. WR Number: d00012800519. Length/Class: actual.

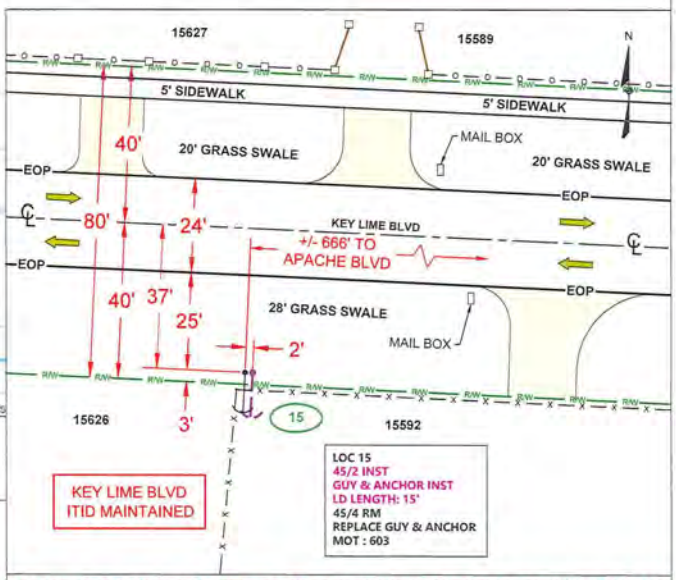
CONSTRUCTION LEGEND

- 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

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

LOC 15
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-4248-0-9
1 HR DURATION





Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

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Foreman's Signature Date	Foreman's Signature Date	Supervisor's Signature Date	Initials Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FP	M/A: WB	Township: 42 Range: 41 Section: 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	F406763, 406766, 406767 - 2025PI POLE INSPECTION		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 17 ACREAGE SUB, WEST PALM BEACH, FL, 33412		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: yxa0oqi	Date 02/13/2026	
Requested Tel. Co. Transfer? [ ]				Designer: Brittney Arnette	Dwg No. 14353964_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14353964	Page 4 of 7	

PLOT DATE/TIME: 12/30/2025 13:49:15 PRINTED BY: hxf0nb6 Size: 8 x 11

- Remove (1) existing wood pole
- Install (1) Proposed wood pole
- Install Proposed Guy, and Anchor LD Length: 15'

Proposed Replace Guy, and Anchor

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 15520 Keylime Blvd	Substation: ACREAGE	Feeder: 06767



Inspection Date: 11/19/2024 20:16:00	
Management Area: WEST PALM	
County: Palm Beach	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 756344	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.29	Y: 26.79
Unique ID: 345758238	

Remarks: Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.25. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: full excavate-external treatment. Year Last Treated: 2016. Last Treated By: osmose. Type: distribution primary. Other Pole Types: lateral pole. IWR Number: 12800519. WR Number: d00012800519. Length/Class: actual.

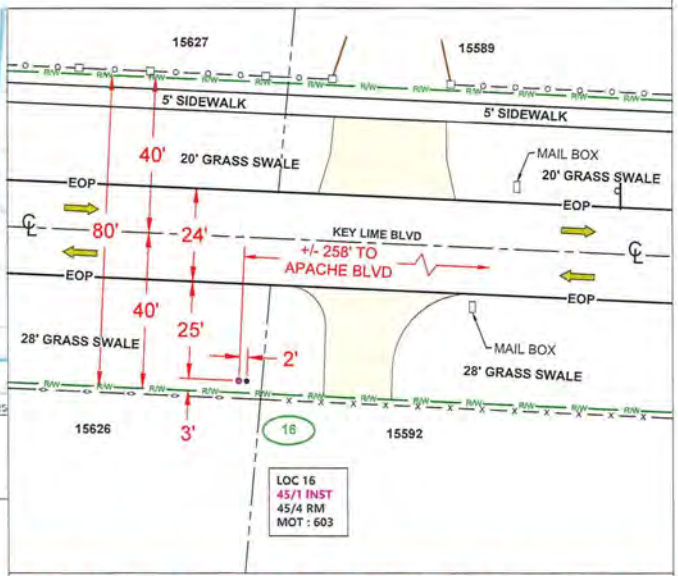
CONSTRUCTION LEGEND

- 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

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

LOC 16
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-5048-0-2
1 HR DURATION





Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

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Foreman's Signature Date	Foreman's Signature Date	Supervisor's Signature Date	Initials Cert. Date

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]		Tree Staking Req'd? [ ]	
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]		Survey/Stake? [ ]	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]			
Requested Tel. Co. Set Poles?	[ ]	Tele. Attachment Per					
Requested Tel. Co. Transfer?	[ ]						
Request CATV Transfer?	[ ]						
POLE LINE FT:		DUCT BANK FT:					
POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:					

FP	M/A: WB Township: 42 Range: 41 Section: 30
F406763, 406766, 406767 - 2025PI POLE INSPECTION	
VAR 17 ACREAGE SUB, WEST PALM BEACH, FL, 33412	
Job Owner: yxa0oqi	Date 02/13/2026
Designer: Brittney Arnette	Dwg No. 14353964_8x11 PIP.xml
Scale: 1" = 40'	0' 40' 80'
Map No. AP0454	
WR: 14353964	Page 5 of 7

Size: 8 x 11
PRINTED BY: hxf0nb6
PLOT DATE/TIME: 12/30/2025 13:49:17

- Remove (E) existing wood pole
- Install (N) Proposed wood pole

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 15590 76th Rd N	Substation: ACREAGE	Feeder: 06767



Inspection Date: 11/21/2024 05:48:00	
Management Area: WEST PALM	
County: Palm Beach	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 754280	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.29	Y: 26.79
Unique ID: 345758183	

Remarks: Can Not Treat Reason: underground cable. Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.15. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Type: distribution primary. Other Pole Types: lateral pole. IWR Number: 12800519. WR Number: d0001280051 Length/Class: actual.

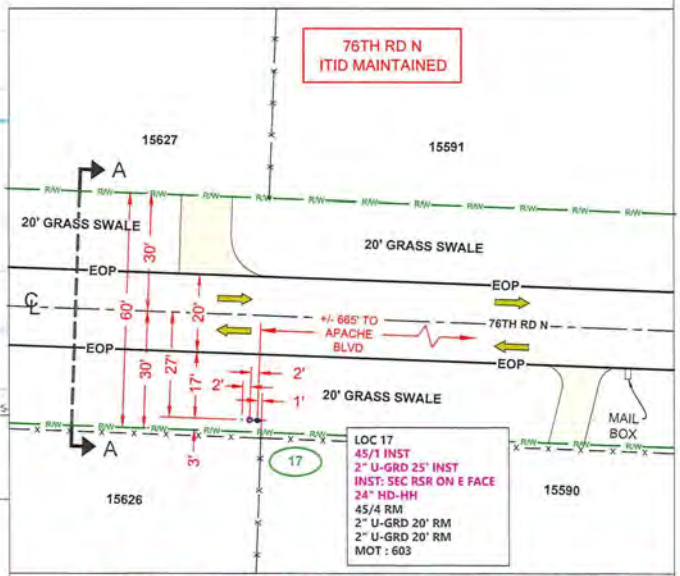
CONSTRUCTION LEGEND

- 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

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

LOC 17
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-4368-0-7
1 HR DURATION





Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

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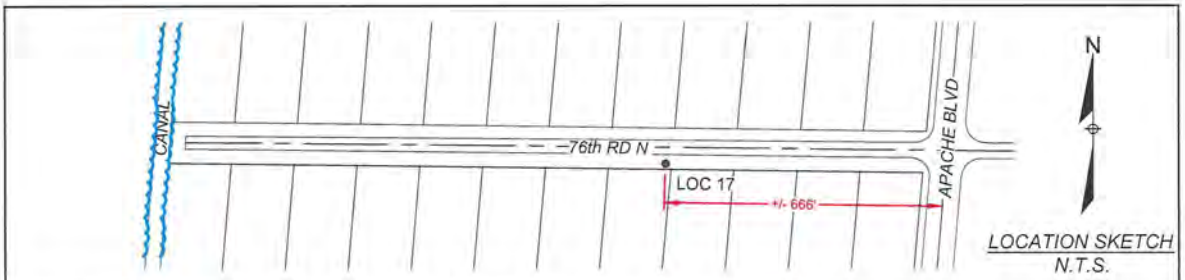
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Foreman's Signature Date	Foreman's Signature Date	Supervisor's Signature Date	Initials Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FP	M/A: WB	Township: 42 Range: 41 Section: 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	F406763, 406766, 406767 - 2025PI POLE INSPECTION		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 17 ACREAGE SUB, WEST PALM BEACH, FL, 33412		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: yxa0oqi	Date 02/13/2026	
Requested Tel. Co. Transfer? [ ]				Designer: Brittney Arnette	Dwg No. 14353964_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14353964	Page 6 of 7	

Size: 8 x 11
PRINTED BY: hxf0nb6
PLOT DATE/TIME: 12/30/2025 13:49:18

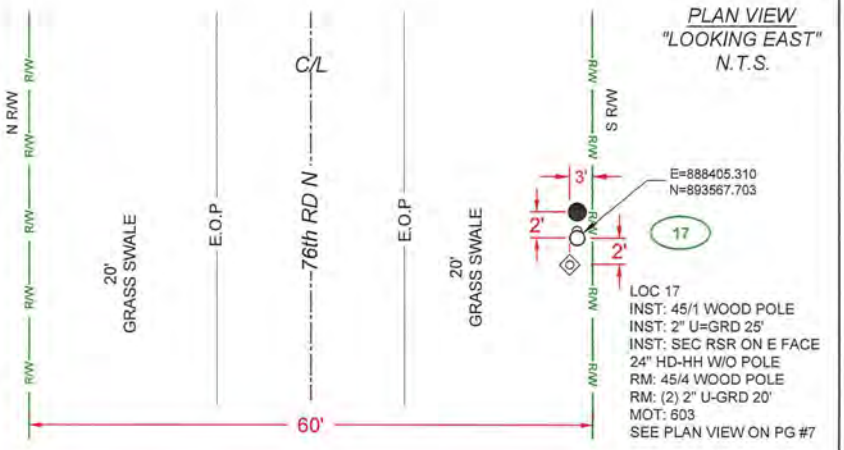
Remove ① existing wood pole
Install ① Proposed wood pole
Install Proposed 2"U GRD 25'
Install Proposed Sec RSR ON E Face
Install Proposed 24" HH
Install Proposed 2"U GRD 20'
Remove ② Existing 2"U GRD 20'



LOCATION SKETCH
N.T.S.

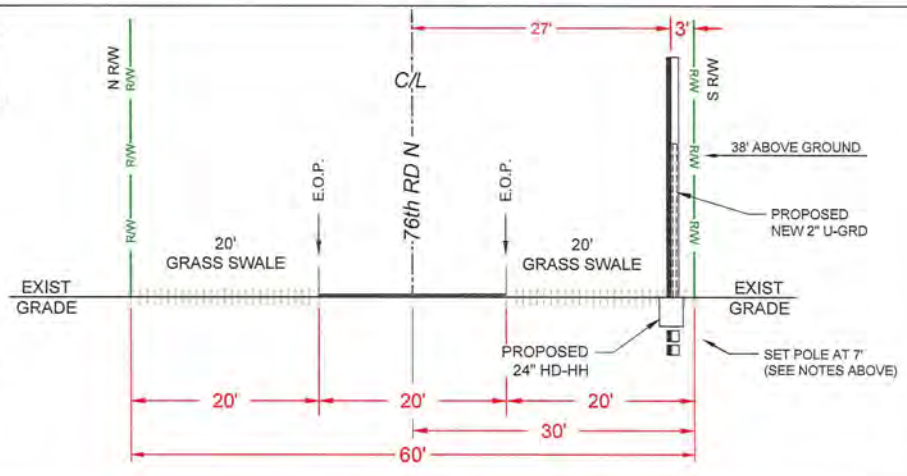
CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING AT&T POLE
- EXISTING WOOD TRANSMISSION POLE
- PROPOSED WOOD TRANSMISSION POLE
- EXISTING CONCRETE TRANSMISSION POLE
- PROPOSED CONCRETE TRANSMISSION POLE
- EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROPOSED SPLICE BOX (5' X 10')
- EXISTING SPLICE BOX (5' X 10')
- PROPOSED HAND HOLE
- EXISTING HAND HOLE
- RADIAL VAULT
- LOCATION OF WORK BEING DONE
- SWITCH CABINET
- PROPOSED CONDUIT
- EXISTING CONDUIT
- PROPOSED RISER

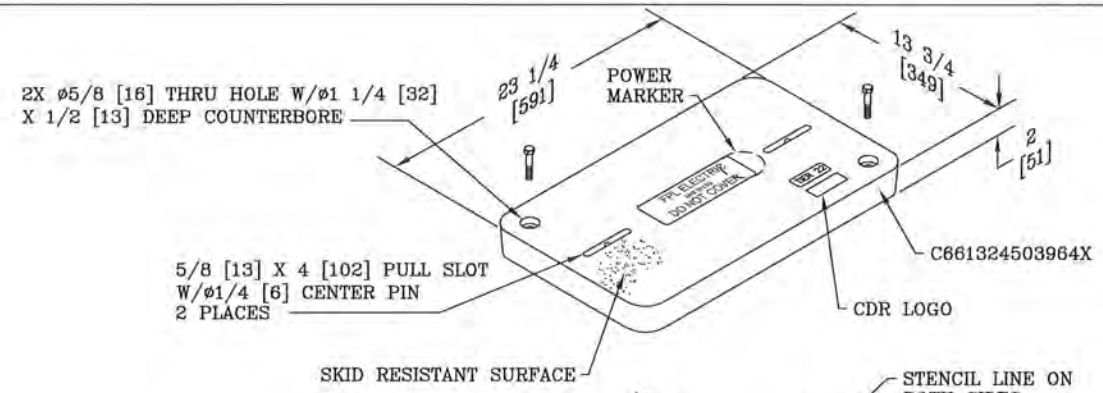


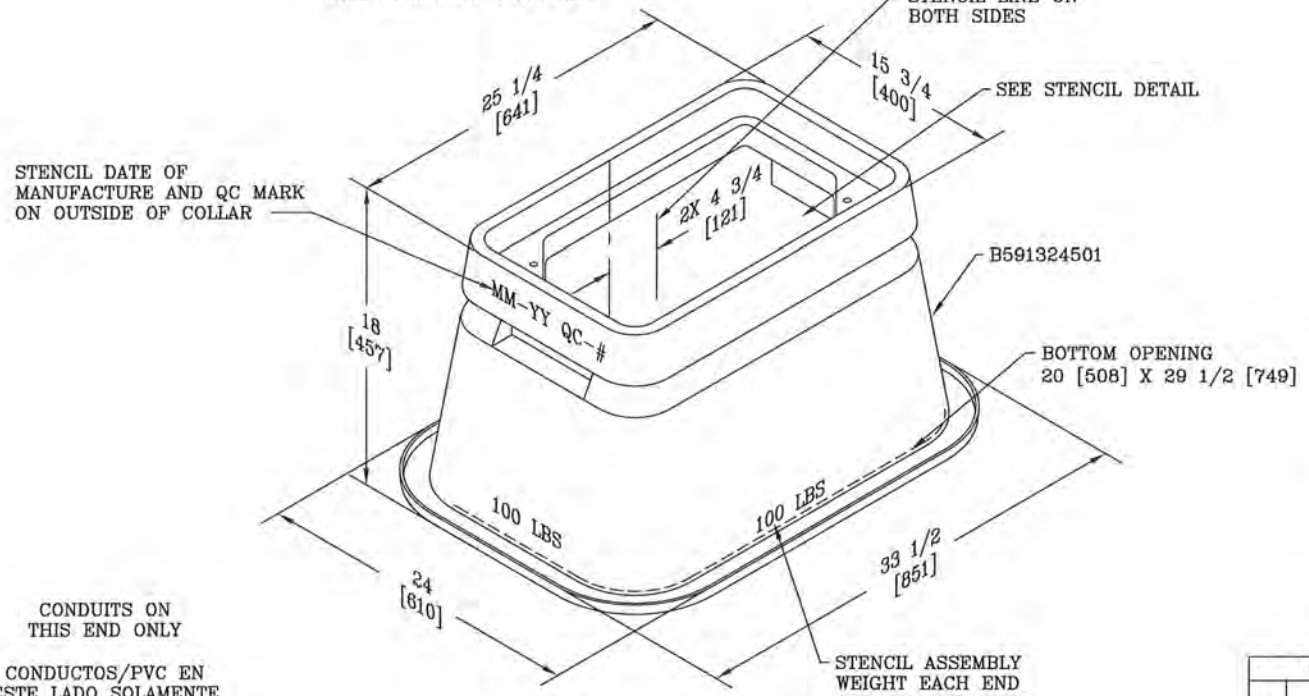
LOC 17
INST: 45/1 WOOD POLE
INST: 2" U=GRD 25'
INST: SEC RSR ON E FACE
24" HD-HH W/O POLE
RM: 45/4 WOOD POLE
RM: (2) 2" U-GRD 20'
MOT: 603
SEE PLAN VIEW ON PG #7

NOTES:
- ALL CIRCUITS ARE EFFECTIVELY GROUNDED
- POLES DO NOT EXCEED 60' IN HEIGHT
- NOTIFY ITID 48 HOURS PRIOR TO CONSTRUCTION
- MOT 603



ITID		POLE REPLACEMENT W/ HH INSTALL ALONG 76TH RD N +/- 666' W/O APACHE BLVD, PALM BEACH CO, FLORIDA	
MAX CONDUCTOR VOLT 22.9KV			
PLAT NOT AVAILABLE			
COUNTY: PALM BEACH, FL	LATITUDE: 26.79022327	DATE: 02/13/2026	
TOWNSHIP: 42	LONGITUDE: -80.28810647	JOB #: 14353964	
RANGE: 41	SCALE: N.T.S	MAP #: AP0454	REV. NO.
SECTION: 30	ENGINEER: JASON MILLER	DWG #: 14353964	#
		PG #: 7 OF 7	

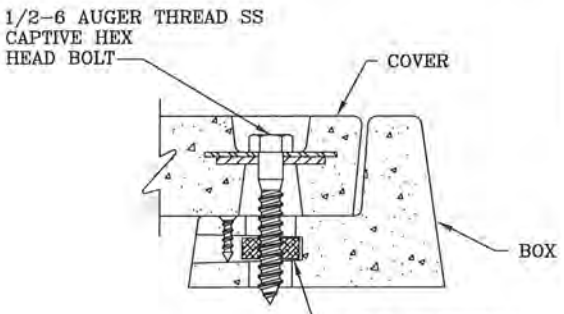




CONDUITS ON
THIS END ONLY

CONDUCTOS/PVC EN
ESTE LADO SOLAMENTE

STENCIL DETAIL
CENTERED INSIDE ONE END



BOLT DOWN DETAIL

CUSTOMER APPROVAL
APPROVED BY:_____
DATE:_____

NOTES:

1. CUSTOMER IS FP&L
   LOGO TO BE SPECIFIED: FPL ELECTRIC
   EMS 50 LBS
   DO NOT COVER.
2. THIS ASSEMBLY IS RATED FOR A STATIC DESIGN LOAD OF 22,500 LBS. [100,080 N] OVER A 10 [254] X 20 [508] AREA AND MUST PASS A MINIMUM STATIC TEST LOAD OF 33,750 LBS. [150,120 N].
3. INTERIOR VOLUME: 4.2 FT^3
4. FP&L #162-120500

DIMENSIONS ARE IN INCHES OR MILLIMETERS IN BRACKETS UNLESS OTHERWISE NOTED.

	BY	DATE
DRN	JCS	5/19/16
CHK	JJP	5/19/16
ENG		
APR		
APR		

WEIGHT

SCALE: NTS

SIZE: B

HUBBELL®
3621 INDUSTRIAL PARK DR
LENOIR CITY, TN 37771
800-346-3062
www.quazite.com

LOC: LC S

DRAWING DESCRIPTION
QUAZITE® 13 X 24 X 18 ASSEMBLY
W/SPECIAL STENCILS &
POWER MARKER

REV: D 1/17

ESR OR PROJECT NUMBER
114066

SHEET 1 OF 1

DRAWING NUMBER
A691324502964X

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.

2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.

3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.

4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.

5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.

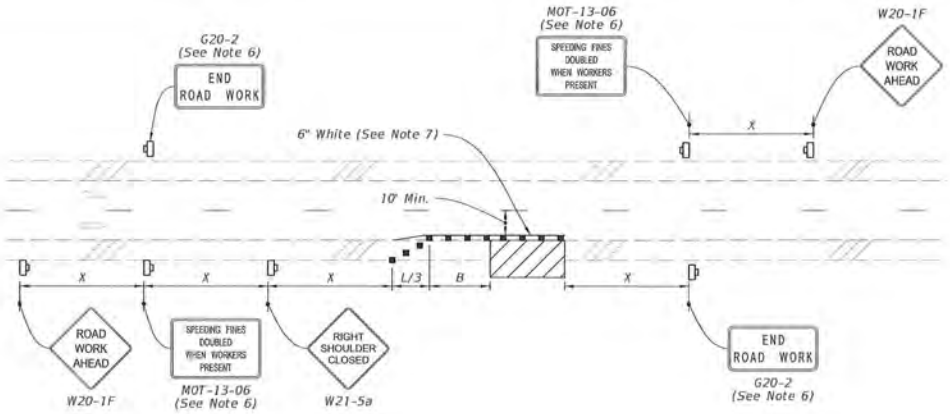
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

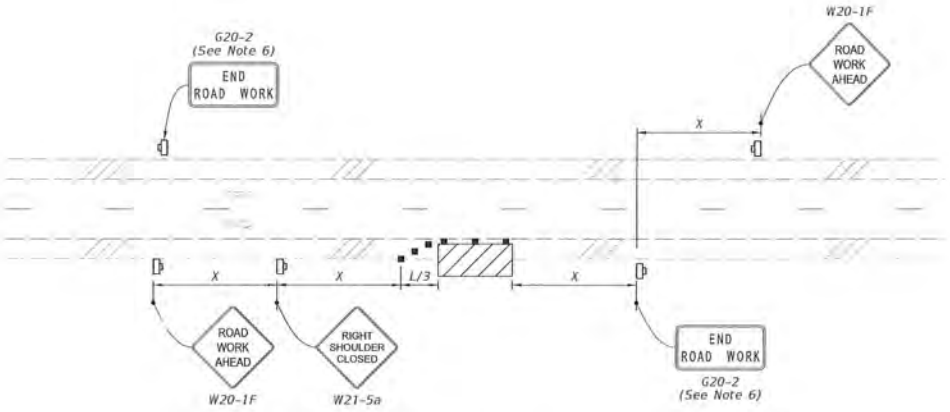
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



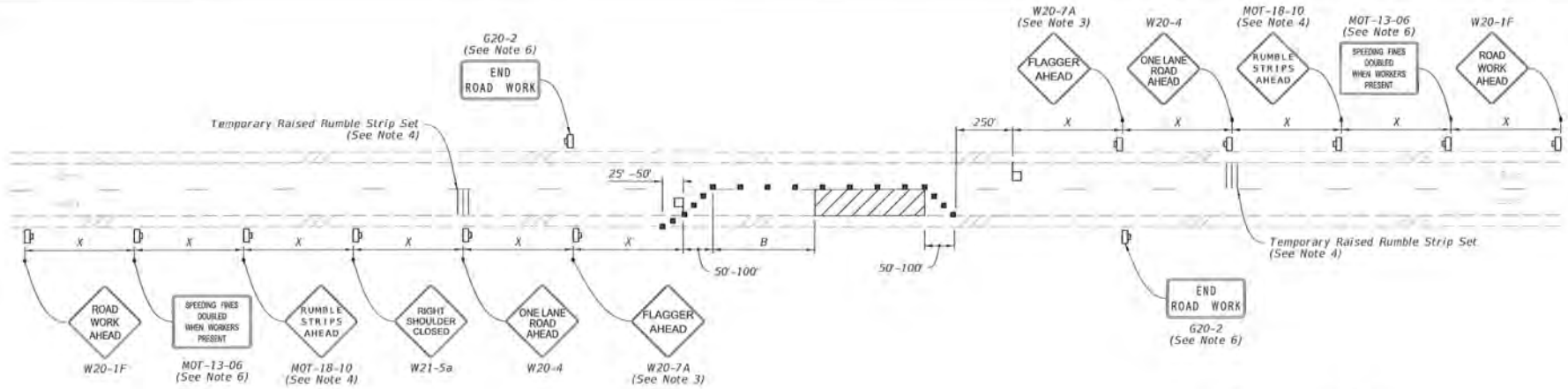
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

9/10/2024 10:45:37 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/21			FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	102-602	1 of 2



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.

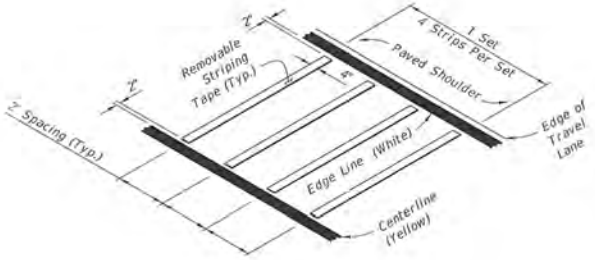
8. Railroad Crossings:

   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.

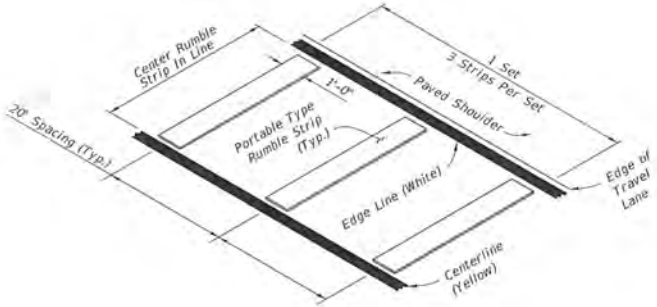
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

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

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	1 of 2

9/10/2024 10:46:28 AM

AGENDA ITEM NO. 12.8

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Approval: SP-0648 FPL Remove Pole 69th
BACKGROUND:	This special permit is to remove (1) one existing wood pole **,** as shown on the **2 sheets** titled **"WR 14635868"** dated **01/02/26.**
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:	Motion to approve SP-0648 with conditions and attachments.

ATTACHMENTS:
2026_0415_SP-0648 FPL Remove Pole 69th.pdf

SPECIAL PERMIT No. SP-0648

THIS PERMIT, granted this 15rd day of April, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to remove (1) one existing wood pole **,** as shown on the **2 sheets** titled **"WR 14635868"** dated **01/02/26**, attached hereto and made a part thereof.

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 Executive Director 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.

PERMIT INFORMATION

OWNER

Florida Power & Light Company	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Tommy Phillips	305-863-4959
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

GENERAL CONDITIONS

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 ensure 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 rights-of-way, for example, where a canal crosses or dead ends at a road.

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).

N

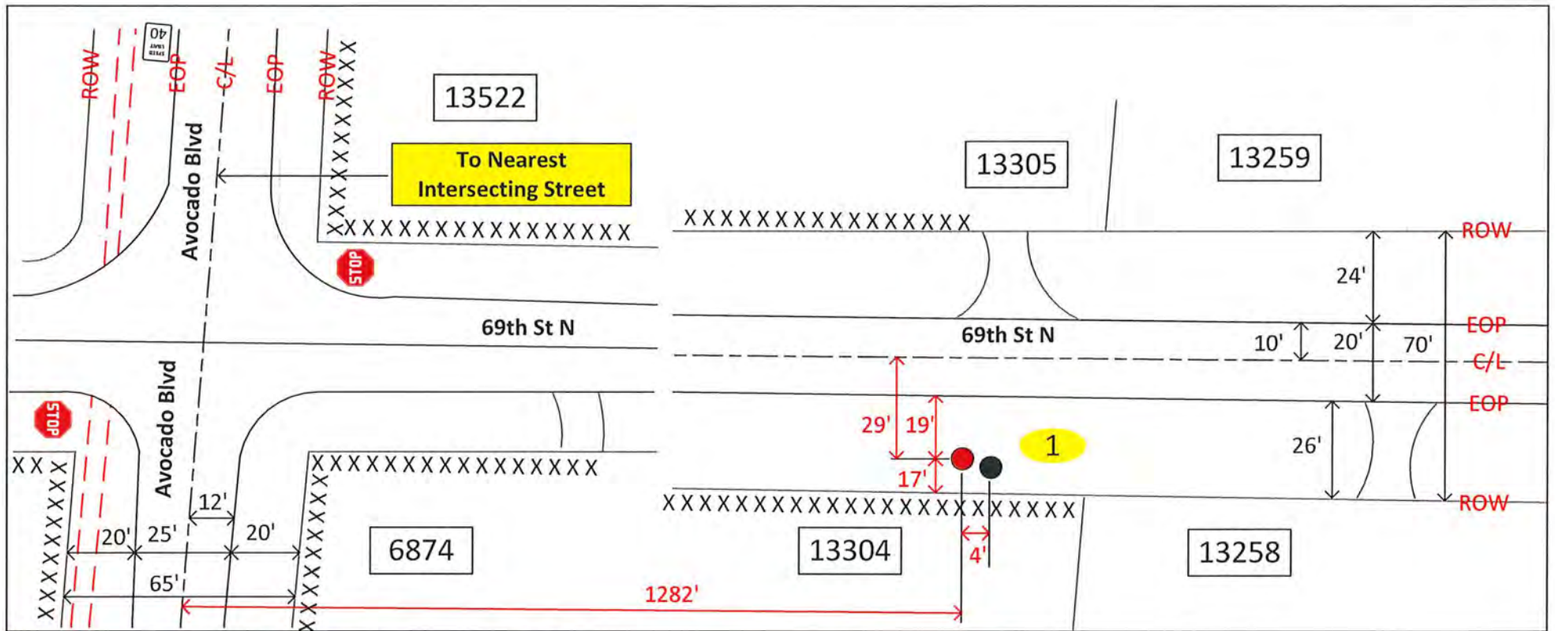
CALL SUNSHINE @ 1-800-432-4770 AT LEAST 48 HRS PRIOR TO CONSTRUCTION

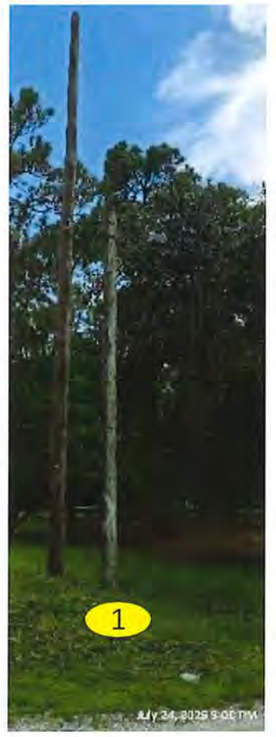
☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ _____

WR #	14635868					
TICKETNUMBER	LOCATION #	COUNTY	PLACE	ASSETLATITUDE	ASSETLONGITUDE	Geo-Tagged Address
4881929	1	Palm Beach	West Palm Beach	26.778841	-80.250708	13304 69th St N, West Palm Beach, FL 33412, USA

● TO ● = 1'

POLE LEGEND
● = EXISTING POLE
● = POLE TO BE REMOVED





ITID
NO CONSTRUCTION NOTES



MOT 603

WOOD POLE TO BE REMOVED

TLN# 6-6827-8588-0-1

PULL 1 WOOD POLE COMPLETELY OUT OF THE GROUND

PCN# : 00414233000001940

EOP – EDGE OF PAVEMENT
ROW-RIGHT OF WAY
C/L – CENTER LINE
D/WAY-DRIVEWAY

INDIAN TRAILS IMPROVEMENT DISTRICT
13476 61st St, West Palm Beach, FL 33412
Phone: 561-721-4825
scantley@indiantrail.com
gstevens@indiantrail.com

PAGE 1 OF 2

POLES ARE TO BE PULLED COMPLETELY OUT OF THE GROUND. HOLE FILLED AND SOIL COMPACTED. NO APPROVAL WILL BE GRANTED FOR A POLE TO BE CUT OFF AT GROUND LEVEL

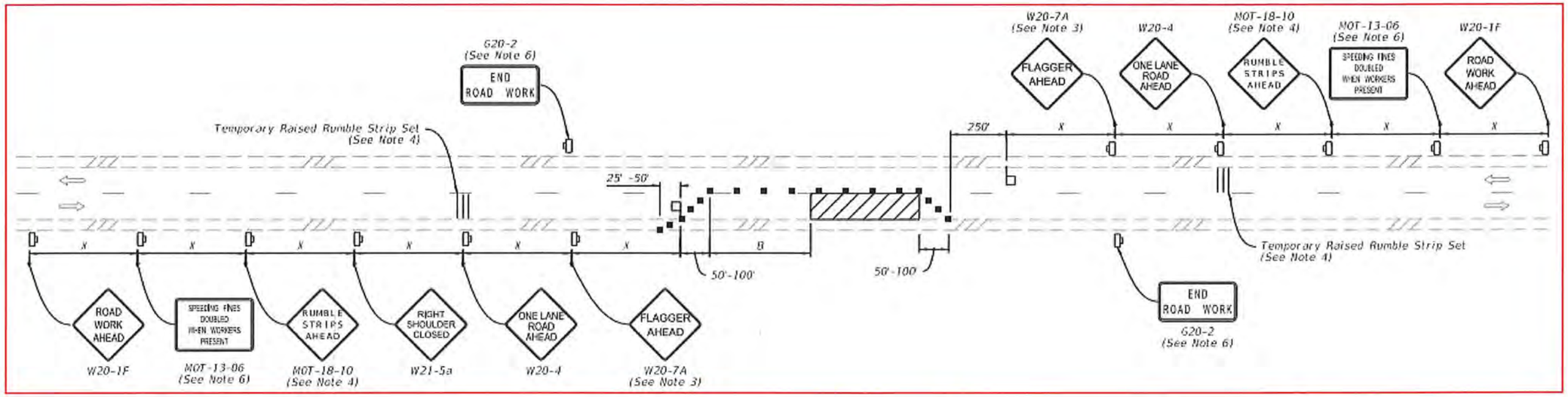
American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☐	Survey/Stake? Yes ☐ ☐	Work with SMO?Yes ☐ ☐	FPL	PULL POLES ,ACREAGE, FEEDER# F406762, WEST PALM BEACH, FL 33412	
Tree Work? Yes ☒ No ☐	Designer/Stake?Yes ☐ ☐	CT/Special Mtr? Yes ☐ ☐			
PERMIT REQ'D: City ☐	County Rd. ☐	County Air	State Road	FAA	Job owner: TOMMY PHILLIPS	Phone:(305) 863-4959 e
WMD ☒	RR Xing	DR. Dist.	Transm.		Designed by: ABINAYA GURUSAMY	Date: 01/2/2026
Requested Tel. Co. Set Poles ? YES ☐ NO ☐	Tele. Attachment Per				Drawn by: Check by:	Dwg No. JOB SKETCH
Requested Tel. Co. Transfer ? YES ☐ NO ☐					Location Sec. 33 TWP. 42 S,R. 41 E.	
Request CAVT Transfer? YES ☐ NO ☐	Telephone Co. Job No.				SCALE: N.T.S St. Lt MAP No.	Pri Map No. AJ0451
POLE LINE FEET	DUCT BANK FT.				WR 14635868	M/A WB
POLE LINE FT. ON TRANSM. POLES	TRENCH FT.					
TLM/LDS MODEL No. –	Map Posting? YES ☐ NO ☐ Posted by:					

Remove existing wood Pole



MOT 603 AT LOCATION 1

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 (M0T-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 (M0T-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.

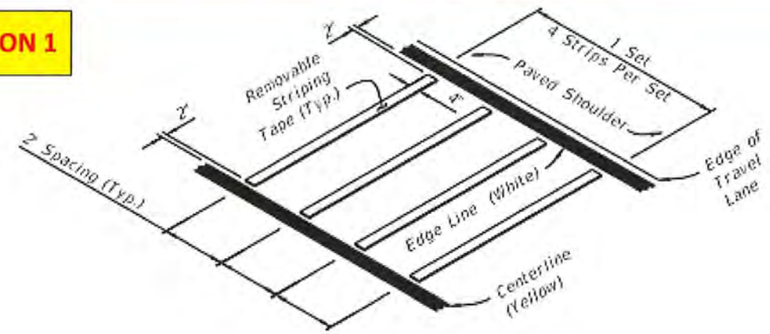
8. Railroad Crossings:

   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.

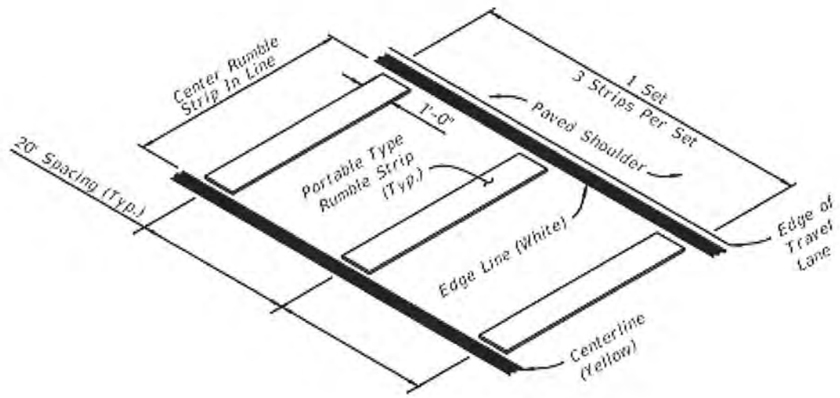
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

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

LAST REVISION 11/01/21	REVISION	DESCRIPTION: PAGE 2 OF 2	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 1 of 2

AGENDA ITEM NO. 12.9

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Approval SP-0655 Hotwire-DB M1 Okeechobee
BACKGROUND:	This special permit is to install 200 linear feet of 2" HDPE Conduit crossing the M-1 Canal along Okeechobee Blvd, as shown on 7 sheets titled "STRATHMORE GATE WEST" dated 10/31/25
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:	Approval: SP-0655 with attachments and conditions.

ATTACHMENTS:
2026_0415_SP-0655 Hotwire-DB M1 Okee.pdf

SPECIAL PERMIT No. SP-0655

THIS PERMIT, granted this 15th day of April, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to Hotwire , hereinafter referred to as the "Permittee", is a non-exclusive permit to install 200 linear feet of 2" HDPE Conduit crossing the M-1 Canal along Okeechobee Blvd, as shown on 7 sheets titled "STRATHMORE GATE WEST" dated 10/31/25, attached hereto and made a part thereof.

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 Executive Director 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.

PERMIT INFORMATION

OWNER

Hotwire Communication	
C/O George Thomas	954-765-9652
Name	Business Phone
2100 W Cypress Creek Rd	george.thomas@hotwiremail.com
Address	Other
Fort Lauderdale ,FL 33309	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Name	Business Phone
Address	Other
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

GENERAL CONDITIONS

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 ensure 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 rights-of-way, for example, where a canal crosses or dead ends at a road.

16. The Permittee shall install the 2" HDPE utility line via directional bore at a minimum depth of six feet (6') below the design bottom of the canal. Based on the canal design elevation of -1.7' NGVD (-3.2' NAVD), the top of the casing or pipe shall be maintained at an elevation no higher than -7.7' NGVD (-9.2' NAVD) throughout the canal crossing. The installation must further maintain a minimum of thirty-six inches (36") of buried casing from both side slopes and berm areas. Following construction, the Permittee is required to submit a certification from a Professional Engineer or Surveyor registered in the State of Florida, or a contractor's bore log accompanied by a letter of acceptance from the utility

owner, verifying the final depth and location. This bore log must specifically document the depth below the top-of-bank and the centerline of the canal design section as constructed.

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).

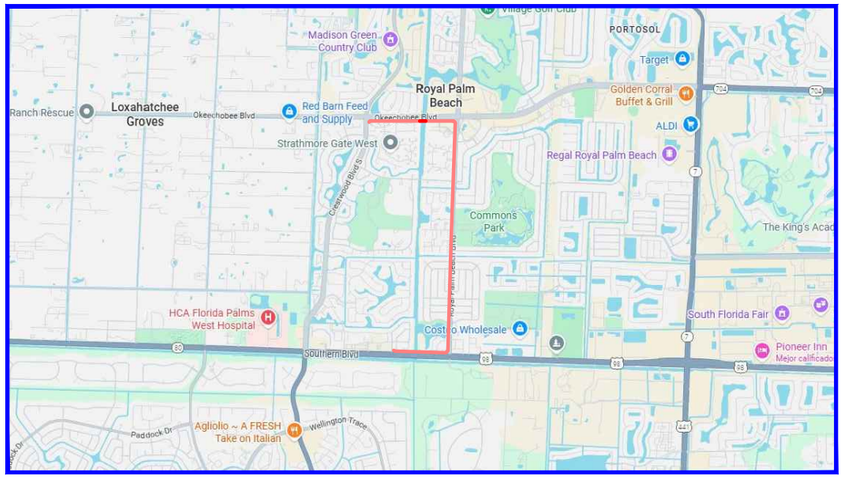
FIBER FEED TO

"STRATHMORE GATE WEST"

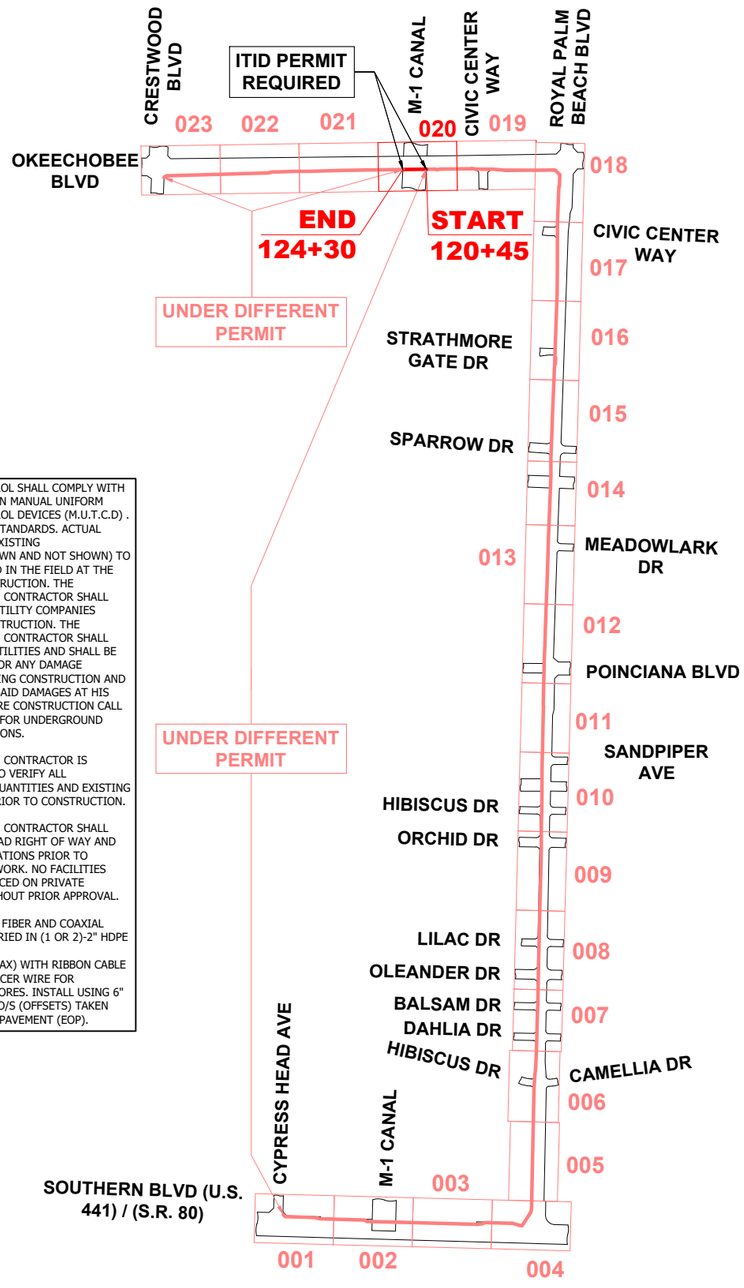
SID-5480

AT: 100 INDIAN HEAD CIRCLE

ROYAL PALM BEACH, FL 33411



LOCATION MAP



OVERALL MAP

TRAFFIC CONTROL SHALL COMPLY WITH THE FEDERAL ON MANUAL UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D) . NDOT DESIGN STANDARDS. ACTUAL LOCATION OF EXISTING UTILITIES (SHOWN AND NOT SHOWN) TO BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE. BEFORE CONSTRUCTION CALL (775-888-7000) FOR UNDERGROUND UTILITY LOCATIONS.

CONSTRUCTION CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSIONS, QUANTITIES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

CONSTRUCTION CONTRACTOR SHALL VERIFY THE ROAD RIGHT OF WAY AND EASEMENT LOCATIONS PRIOR TO COMMENCING WORK. NO FACILITIES SHOULD BE PLACED ON PRIVATE PROPERTY WITHOUT PRIOR APPROVAL.

UNDERGROUND FIBER AND COAXIAL CABLES ARE BURIED IN (1 OR 2)-2" HDPE (SEE PLANS).
288CT FIBER (MAX) WITH RIBBON CABLE INCLUDING TRACER WIRE FOR DIRECTIONAL BORES. INSTALL USING 6" REAMER (MAX) O/S (OFFSETS) TAKEN FROM EDGE OF PAVEMENT (EOP).

DIRECTION OF ENGINEERING.

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF HOTWIRE

INDEX OF SHEETS

SHEET N°	DESCRIPTION
COVER	
020 OF 023	PLAN
20A OF 023	PROFILE
001 OF 002 TO 002 OF 002	STANDARD DETAILS
001 OF 002 TO 002 OF 002	MOT

TYPICAL CONSTRUCTION NOTES

- LEAVE 80'-100' OF FOC SLACK AT EACH HH LOCATION.
- LEAVE AERIAL SLACK AT MIN. OF 1000' AND AT SPECIFIC LOCATION ON PLANS.
- PROPOSED FOC IS 288CT, ARMORED FOR BURIED AND UNDERGROUND INSTALLATION, UNLESS OTHERWISE SPECIFIED. IF THE AVAILABLE FOC IS DIELECTRIC MAKE SURE ON PULLING LOCATABLE MULE TAPE ALONG WITH FOC.
- GROUNDING IS REQUIRED AT EVERY SPLICE LOCATION (IF ARMORED FOC).
- GROUND SHEATH OF THE CABLE (IF ARMORED) WITHIN 50' OF ENTERING A BUILDING.
- CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL APPLICABLE CODES IN THE CONSTRUCTION OF THESE FACILITIES.
- CONTRACTOR CANNOT DEVIATE FROM THESE PLANS WITHOUT PREVIOUS AUHORIZATION FROM HOTWIRE'S ENGINEERING DEPARTMENT.

FOOTAGE (THIS SHEET)

DESCRIPTION	FOOTAGE
TRENCH	-
TRENCH BY HAND DIGGING	-
DIRECTIONAL BORE	385'
EXISTING UG CONDUIT	-
NEW AERIAL	-
OVERLASH AERIAL	-
INSTALLED UNDER PREVIOUS DESIGN	-
TOTAL NEW HANDHOLE	2

Hotwire COMMUNICATIONS
2100 W CYPRESS CREEK RD
FORT LAUDERDALE
FLORIDA 33309

FIBER OPTIC CABLE INSTALLATION

REVISIONS

DATE	DESCRIPTION	INITIAL
10-31-25	ORIGINAL SUBMITTAL	DT+

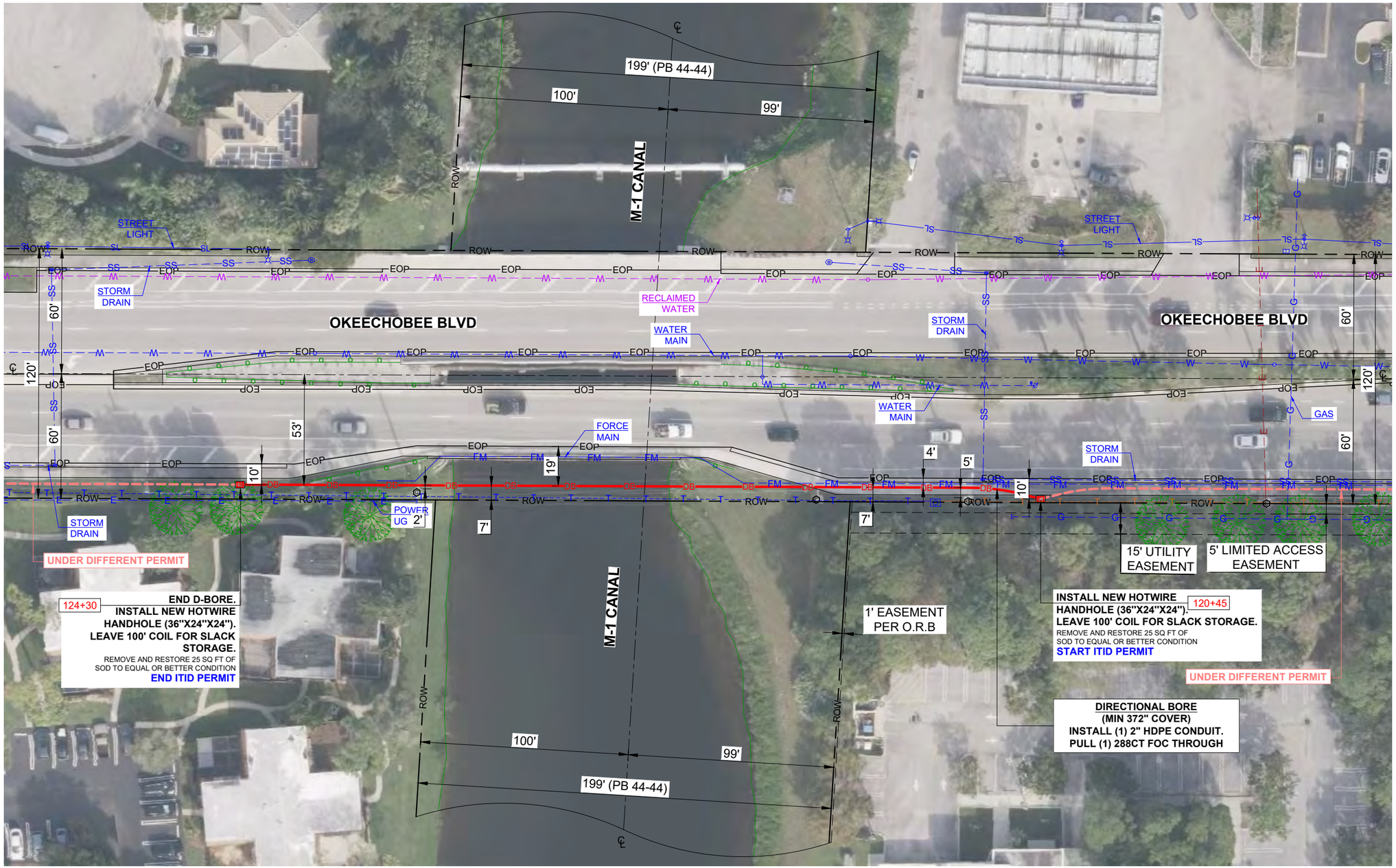
811 Know what's below. Call before you dig.

PROJECT NAME: STRATHMORE GATE WEST
PROJECT ADDRESS: 100 INDIAN HEAD CIRCLE

OSP-ENG:	OSP PH #:	APPV BY:
GEORGE THOMAS	(954) 765-9652	
PROJECT CODE: SID-5480		DRAWN BY: DRAFTEL +

FILE NAME: STRATHMORE GATE WEST - OKEECHOBEE BLVD - ITID PERMIT

SCALE:	PAGE:	OF:
N.T.S.	COVER	001



DIRECTION OF ENGINEERING.

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF HOTWIRE

CONSTRUCTION NOTES:

- ALL DAMAGED SURFACES ARE TO BE RESTORED TO PREVIOUS CONDITION OR BETTER .
- ALL MEASUREMENTS AND DISTANCES ARE TO BE VERIFIED ON FIELD.
- MINIMUM 18" SEPARATION IS TO BE MAINTAINED BETWEEN EXISTING UTILITY AND NEW HOTWIRE CONDUITS.
- MINIMUM 5' RADIUS IS TO BE MAINTAINED ON ALL CONDUIT BENDING.

FOOTAGE (THIS SHEET)

DESCRIPTION	FOOTAGE
TRENCH	-
TRENCH BY HAND DIGGING	-
DIRECTIONAL BORE	385'
EXISTING UG CONDUIT	-
NEW AERIAL	-
OVERLASH AERIAL	-
INSTALLED UNDER PREVIOUS DESIGN	-
TOTAL NEW HANDHOLE	2

CONSTRUCTION DWG

Hotwire COMMUNICATIONS

2100 W CYPRESS CREEK RD
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FLORIDA 33309

FIBER OPTIC CABLE INSTALLATION

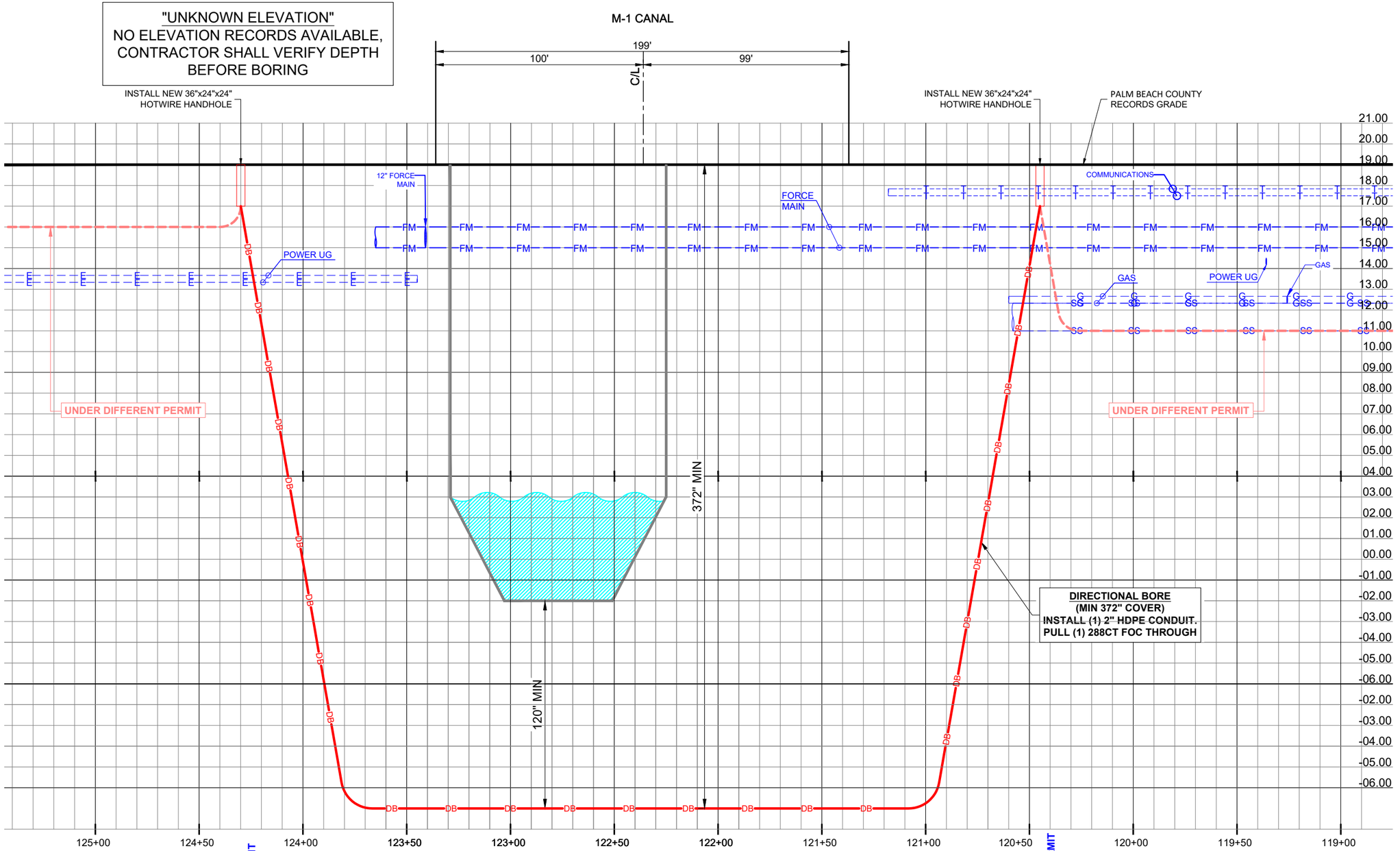
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SCALE: 1" = 50' | PAGE: 020 | OF: 023

"UNKNOWN ELEVATION"
NO ELEVATION RECORDS AVAILABLE, CONTRACTOR SHALL VERIFY DEPTH BEFORE BORING



PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

DIRECTION OF ENGINEERING.

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Hotwire COMMUNICATIONS
2100 W CYPRESS CREEK RD
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FLORIDA 33309

FIBER OPTIC CABLE INSTALLATION

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SCALE: 1" = 50'	PAGE: 20A	OF: 023

SYMBOLOGY

SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND
	CONC. JOINT–USE POLE	P	POWER PED FN DIRECT PED	U	UNKNOWN HANDHOLE		CONIFEROUS TREE PINEW TREE		Traffic Arrow
	WOOD JOINT–USE POLE	R	POWER RISER	U	UNKNOWN MANHOLE		DECIDUOUS TREE PALM TREE		Hov Lane
	METAL JOINT–USE POLE	RR	RAILROAD EQUIPMENT RAILROAD SIGNAL POLE		WATER VALVE CONTROL VALVE SPRINKLER VALVE		DECORATIVE ROCKS		Bicycle Lane
	WOOD POWER POLE		RAILROAD SIGN PED CROSSING SIGNAL				SHRUB HEDGE	FN MARKER 3-95	FN MARKER
	CONCRETE POLE		RAILROAD GATE		WATER METER	MB	MAIL BOX		SPLICE
	METAL POWER POLE		RAILROAD CROSSING	WC	WATER CAP		YARD LIGHT	CAUTION	CAUTION
	WOOD CATV POLE	SC	SEWER CAP	U	WATER VAULT		FENCE GATE	100'	SLACK
	WOOD TELCO POLE		SAN SEWER MANHOLE SAN SEWER HANDHOLE		WATER VALVE MARKER	BC	BRIDGE COLUMN		
	CITY POLE	D	STORM SEWER MANHOLE STORM SEWER HANDHOLE		FIRE HYDRANT		ROCKS		
C	CONCRETE CITY POLE		STORM DRAIN CATCH BASIN GRATE INLET DRAIN INLET CONCRETE SPILLWAY		SPEED LIMIT SIGN BUS STOP POST INTERSTATE/ROAD SIGN BRICK/STONEW SIGN STOP SIGN SIGN/SIGN POST CONCRETE/WOOD/METAL SIGN	BUS	BUS SHELTER		
L	CONCRETE LIGHT POLE						MICROWAVE TOWER		
	STREET LIGHT		NORTH ARROW		BUS STOP MARKER	M	PARKING METER		
	TRAFFIC SIGNAL POLE			MP	MILE POST MARKER	FV	FIBER VAULT		
6M 3/4"	1+70 ANCHOR 5' O/S				BRASS MARKER	U	FIBER PED		
6M 1/2" 10M 3/4"	2+25 SW ANCHOR 5' O/S	TB	TELEPHONEW BOOTH PAY PHONEW		SURVEY MARKER FL DOT SURVEY MARKER ROW MARKER ROW PIN CONCRETE/STONEW MARKER BRIDGE MARKER	F	FIBER HANDHOLE		
	CATV MANHOLE CATV HANDHOLE	T	TELCO BOX TELCO CAB				FIBER MANHOLE		
C	CATV PED		TELCO MANHOLE TELCO HANDHOLE		BRUSH	XO	XO VAULT		
CP	CONCRETE CATV PAD	T	TELCO PED			XO	XO 4' X 4' box		
G	PROPANEW TANK GAS VALVE GAS METER GAS MANHOLE GAS HANDHOLE OIL MANHOLE OIL HANDHOLE	CP	CONCRETE TELCO PAD			X	XO HANDHOLE		
		R	TELCO RISER			X	XO PED		
P	POWER MANHOLE	T	TELCO VAULT				XO 2.5' X 4' MANHOLE		
P	POWER VAULT		TRAFFIC SIGNAL HANDHOLE				FN MANHOLE		
			TRAFFIC SIGNAL BOX				FN HANDHOLE		
E	POWER HANDHOLE	T	TRAFFIC SIGNAL CABINEWT				4X4X12 JUNCTION BOX		
	FN DIRECT HANDHOLE	U	UNKNOWN CAP			U	FN PED		
	POWER BOX POWER CABINEWT FN DIRECT POWER BOX	UV	UNKNOWN VAULT			FPD	FN FDP		
E	POWER METER PULLBOX FN DIRECT METER		UNKNOWN VALVE				TURNS		
		U	UNKNOWN PED						

Hotwire COMMUNICATIONS

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FILE NAME: STRATHMORE GATE WEST - OKEECHOBEE BLVD - ITID PERMIT
SCALE: N.T.S. | PAGE: S. DETAIL 001 | OF: 002

LINETYPES

LINETYPE		LINETYPE	
DB DB DB	NEW Directional Bore	G G G	Gas
UG	NEW Trench	E	Power–Aerial
UG	Existing UG route	E E E	Power–Ug–(Underground)
AE	Aerial AE (power NEW) (NEW width 18")	T	Telco–Aerial
	Fiber under different permit	T T T	Telco–Buried
OHG	Overhead Guy (NEW width 18")	T	Telco–Buried_Drops
	BA (NEW width 16")	U	Unknown Utility
AE	Existing Aerial AE	x	Fence
A A A	Other Existing Aerial	S S S	Sanitary_Sewer
	Wall	S	Sanitary_Sewer_Lateral
BOC	BOC	SS SS SS	Storm Drain
FOG	FOG	SS	Storm Drain_Lateral
EOP	EOP	W W W	Water
	Sidewalk	W	Water_Lateral
	Center Line	X X	Remove
	Lane Divider	ABAN	Abandon
	Bridge		Overpass
	GuardRail		Border
	Gravel Or Dirt		Conduit Encased
	River_Creek		Concrete Encased
	Row		Top Slope
	Easement		Toe Slope
	Ex–Road		Brush
	Shoulder_Apron		Tree Line
	Buildings		RR
TRF	Traffic	SL SL	STREET LIGHT
TV TV TV	CATV–Buried	TRF TRF	TRAFFIC
	Other FOC	PL	PROPERTY LINE

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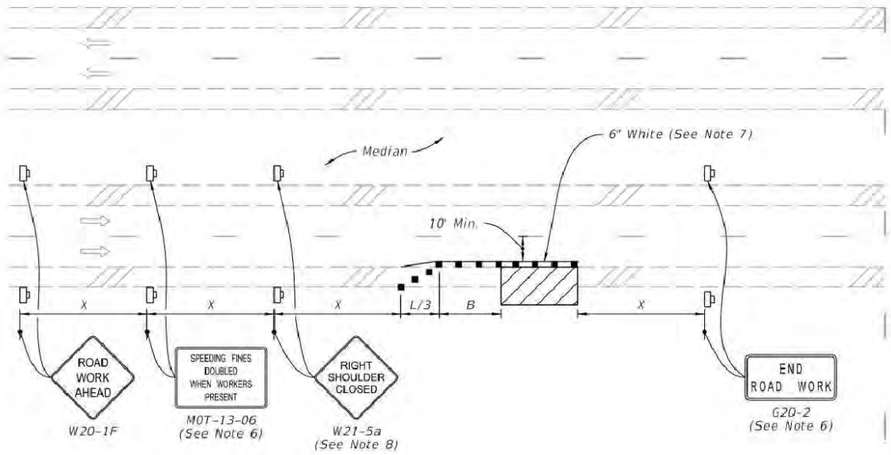
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LINETYPES

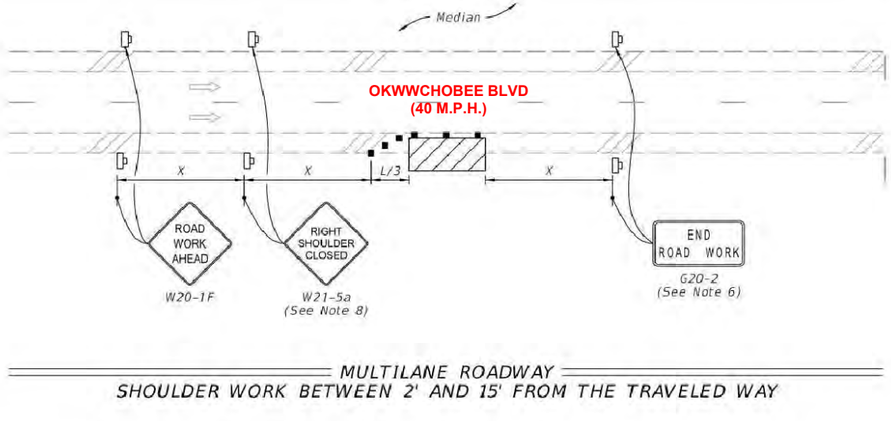
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SCALE: N.T.S. | PAGE: S. DETAIL 002 | OF: 002

THIS STANDARD MOT WILL BE APPLIED TO WORK ZONE IN STATION: 120+45 & 124+30.

DOES NOT APPLY



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

LAST REVISION	REVISION	DESCRIPTION:				
11/01/20			FDOT FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2

GUSTAVO GORDILLO
Certificate: 633055
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 12/11/2024
Expires: 11/25/2028
Training Provider: Metro Florida Safety Council Tri-County Dade,Broward,Palm Beach, FL 33441 Ph: 954-603-1900
Instructor: J M
Verify this Certificate at www.motadmin.com.

102-602

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SCALE: N.T.S. | PAGE: MOT 001 | OF: 002

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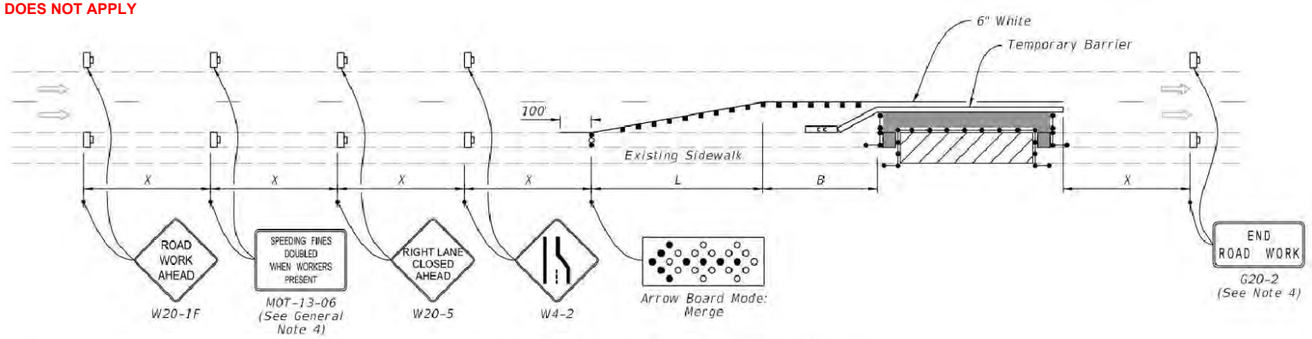
DOES NOT APPLY

NOTES:

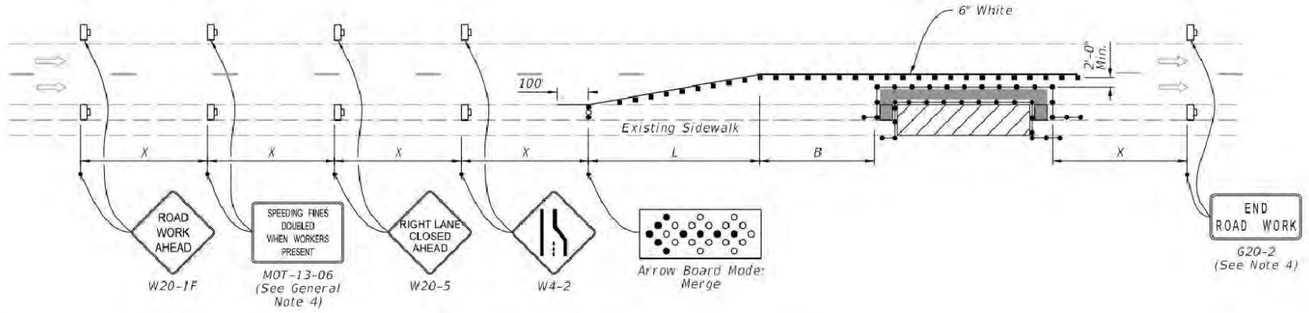
1. *L = Taper Length*
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. *Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.*
3. *When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.*
4. *The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.*
5. *Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.*

SYMBOLS:

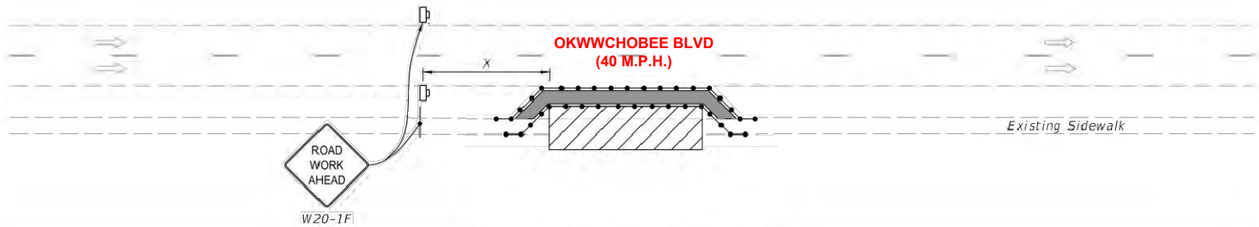
- *Work Area*
- *Temporary Pedestrian Way*
- *Channelizing Device (See Index 102-600)*
- *Pedestrian Longitudinal Channelizing Device (LCD)*
- *Work Zone Sign*
- *Arrow Board*
- *Crash Cushion*
- *Lane Identification and Direction of Traffic*



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 45 mph or Less)



PEDESTRIAN SPECIAL DETOUR

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/23					102-660	2 of 2

FDOT
GUSTAVO GORDILLO
Certificate: 633055
Issued: 12/11/2024
Expires: 11/25/2028
Instructor: J M
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Training Provider: Metro Florida Safety Council Tri-County Dade/Broward/Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.mcladmin.com.

102-660

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AGENDA ITEM NO. 12.10

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Approval SP-0654 Hotwire-DB M1 Southern
BACKGROUND:	This special permit is to install 200 linear feet of 2" HDPE Conduit crossing the M-1 Canal along Southern Blvd, as shown on 9 sheets titled "STRATHMORE GATE WEST" dated 10/31/25.
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:	Motion to approve SP-0654 with conditions and attachments.

ATTACHMENTS:
2026_0415_SP-0654 Hotwire-DB M1 Southern.pdf

SPECIAL PERMIT No. SP-0654

THIS PERMIT, granted this 15th day of April, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to Hotwire , hereinafter referred to as the "Permittee", is a non-exclusive permit to install 200 linear feet of 2" HDPE Conduit crossing the M-1 Canal along Southern Blvd, as shown on 9 sheets titled "STRATHMORE GATE WEST" dated 10/31/25, attached hereto and made a part thereof.

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 Executive Director 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.

PERMIT INFORMATION

OWNER

Hotwire Communication C/O George Thomas Name	954-765-9652 Business Phone
2100 W Cypress Creek Rd Address	george.thomas@hotwiremail.com Other
Fort Lauderdale ,FL 33309 City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Name	Business Phone
Address	Other
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

GENERAL CONDITIONS

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 ensure 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 rights-of-way, for example, where a canal crosses or dead ends at a road.

16. The Permittee shall install the 2" HDPE utility line via directional bore at a minimum depth of six feet (6') below the design bottom of the canal. Based on the canal design elevation of -3.9' NAVD (-2.4' NGVD), the top of the casing or pipe shall be maintained at an elevation no higher than -9.9' NAVD (-8.4' NGVD) throughout the canal crossing. The installation must further maintain a minimum of thirty-six inches (36") of buried casing from both side slopes and berm areas. Following construction, the Permittee is required to submit a certification from a Professional Engineer or Surveyor registered in the State of Florida, or a contractor's bore log accompanied by a letter of acceptance from the utility

owner, verifying the final depth and location. This bore log must specifically document the depth below the top-of-bank and the centerline of the canal design section as constructed.

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).

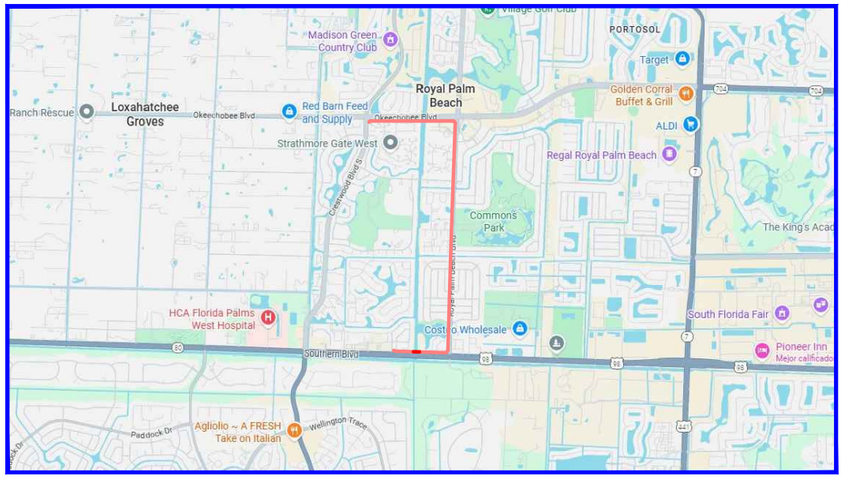
FIBER FEED TO

"STRATHMORE GATE WEST"

SID-5480

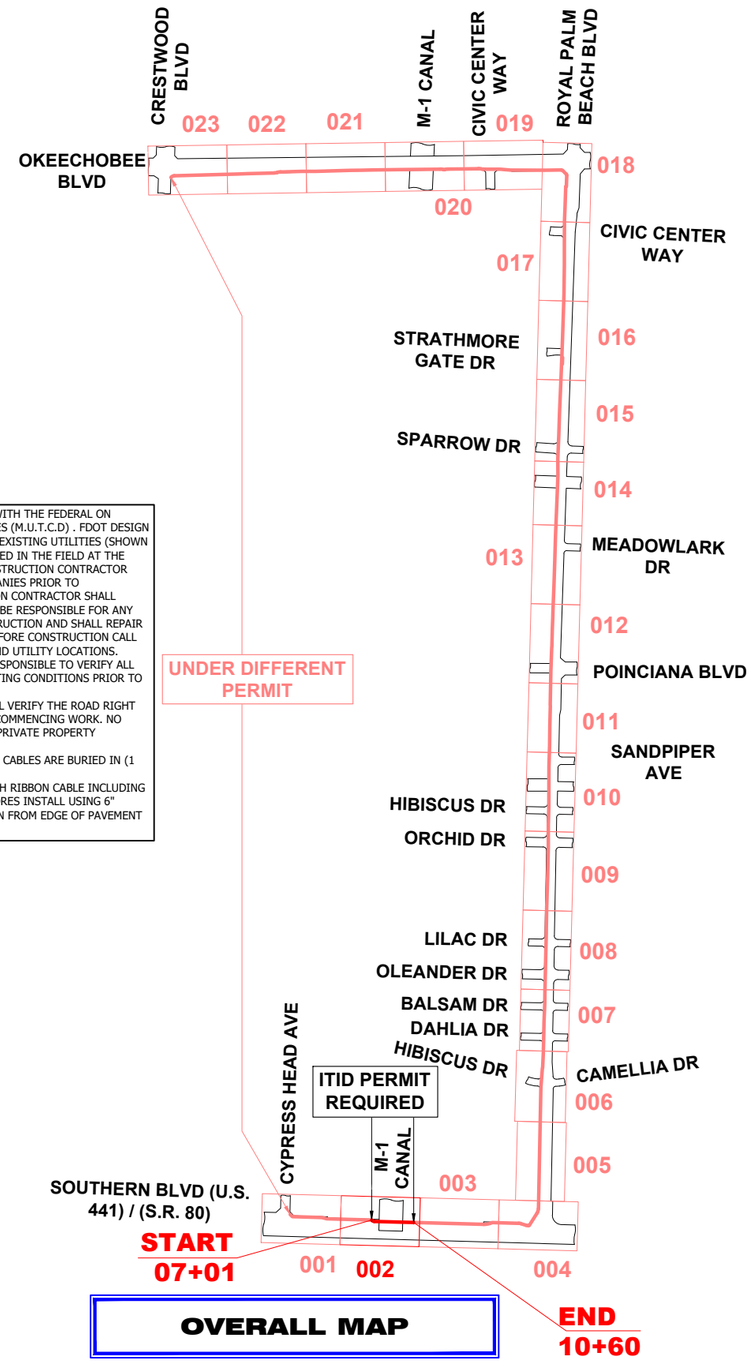
AT: 100 INDIAN HEAD CIRCLE

ROYAL PALM BEACH, FL 33411



LOCATION MAP

TRAFFIC CONTROL SHALL COMPLY WITH THE FEDERAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D) . FDOT DESIGN STANDARDS. ACTUAL LOCATION OF EXISTING UTILITIES (SHOWN AND NOT SHOWN) TO BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE. BEFORE CONSTRUCTION CALL (1-800-432-4770) FOR UNDERGROUND UTILITY LOCATIONS. CONSTRUCTION CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSION, QUANTITIES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
CONSTRUCTION CONTRACTOR SHALL VERIFY THE ROAD RIGHT OF WAY AND EASEMENT PRIOR TO COMMENCING WORK. NO FACILITIES SHOULD BE PLACED ON PRIVATE PROPERTY WITHOUT PRIOR APPROVAL.
UNDERGROUND FIBER AND COAXIAL CABLES ARE BURIED IN (1 OR 2)-2" HDPE.
(SEEPLANS) 288CT FIBER (MAX) WITH RIBBON CABLE INCLUDING TRACER WIRE FOR DIRECTIONAL BORES INSTALL USING 6" REAMER (MAX) O/S (OFFSETS) TAKEN FROM EDGE OF PAVEMENT (EOP)



OVERALL MAP

DIRECTION OF ENGINEERING.

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INDEX OF SHEETS

SHEET N°	DESCRIPTION
COVER	
002 OF 023	PLAN
02A OF 023	PROFILE
001 OF 004 TO 004 OF 004	STANDARD DETAILS
001 OF 002 TO 002 OF 002	MOT

TYPICAL CONSTRUCTION NOTES

- LEAVE 80'-100' OF FOC SLACK AT EACH HH LOCATION.
- LEAVE AERIAL SLACK AT MIN. OF 1000' AND AT SPECIFIC LOCATION ON PLANS.
- PROPOSED FOC IS 288CT, ARMORED FOR BURIED AND UNDERGROUND INSTALLATION, UNLESS OTHERWISE SPECIFIED. IF THE AVAILABLE FOC IS DIELECTRIC MAKE SURE ON PULLING LOCATABLE MULE TAPE ALONG WITH FOC.
- GROUNDING IS REQUIRED AT EVERY SPLICE LOCATION (IF ARMORED FOC).
- GROUND SHEATH OF THE CABLE (IF ARMORED) WITHIN 50' OF ENTERING A BUILDING.
- CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL APPLICABLE CODES IN THE CONSTRUCTION OF THESE FACILITIES.
- CONTRACTOR CANNOT DEVIATE FROM THESE PLANS WITHOUT PREVIOUS AUHORIZATION FROM HOTWIRE'S ENGINEERING DEPARTMENT.

FOOTAGE (THIS SHEET)

DESCRIPTION	FOOTAGE
TRENCH	-
TRENCH BY HAND DIGGING	-
DIRECTIONAL BORE	359'
EXISTING UG CONDUIT	-
NEW AERIAL	-
OVERLASH AERIAL	-
INSTALLED UNDER PREVIOUS DESIGN	-
TOTAL NEW HANDHOLE	2

PROJECT NAME: STRATHMORE GATE WEST
PROJECT ADDRESS: 100 INDIAN HEAD CIRCLE
OSP-ENG: GEORGE THOMAS | OSP PH #: (954) 765-9652 | APPV BY:
PROJECT CODE: SID-5480 | DRAWN BY: DRAFTEL +
FILE NAME: STRATHMORE GATE WEST - (U.S. 441) (S.R. 80) - ITID PERMIT
SCALE: N.T.S. | PAGE: COVER | OF: 001

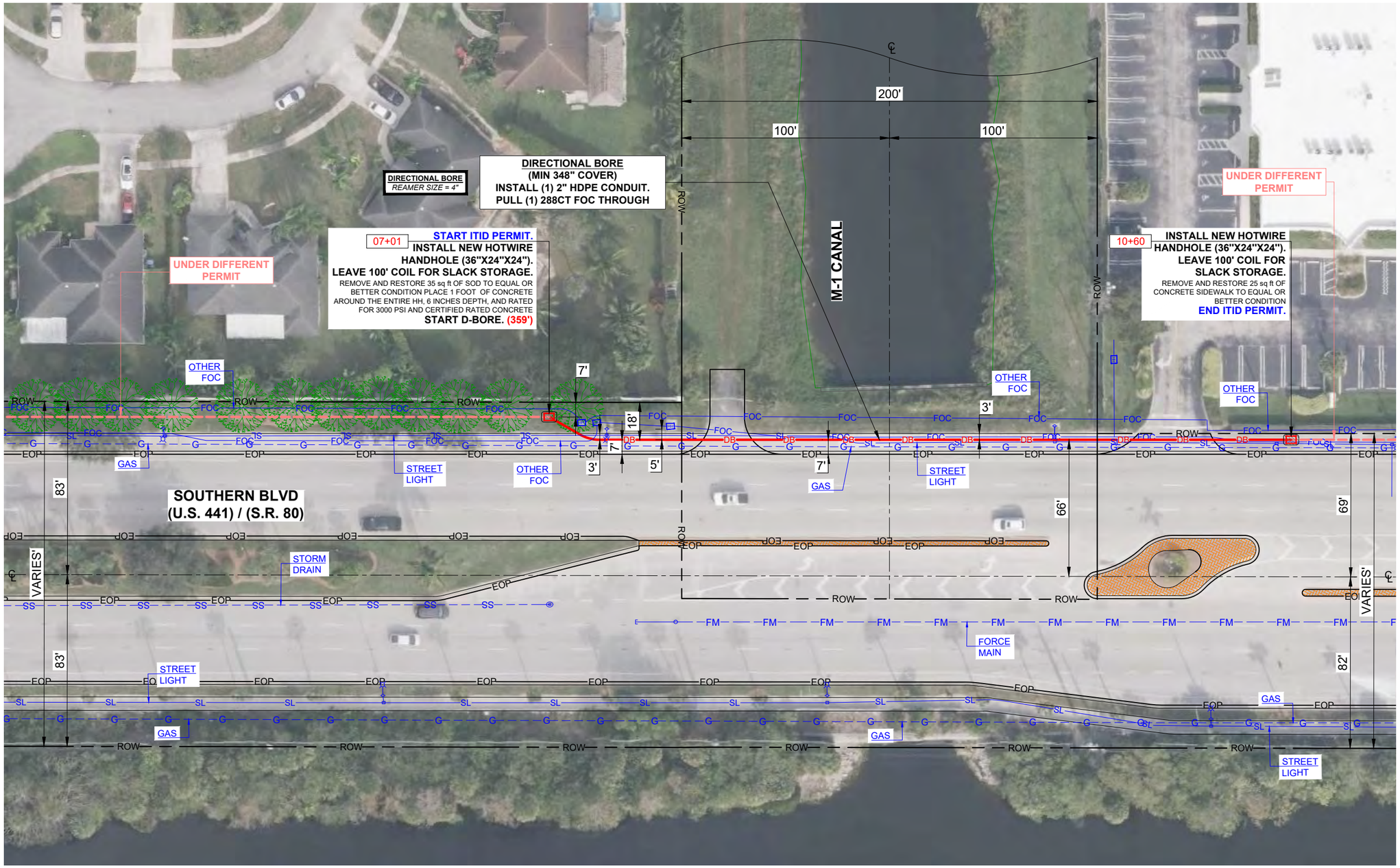
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FORT LAUDERDALE
FLORIDA 33309

FIBER OPTIC CABLE INSTALLATION

REVISIONS

DATE	DESCRIPTION	INITIAL
10-31-25	ORIGINAL SUBMITTAL	DT+

811 Know what's below. Call before you dig.



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CONSTRUCTION NOTES:

- ALL DAMAGED SURFACES ARE TO BE RESTORED TO PREVIOUS CONDITION OR BETTER .
- ALL MEASUREMENTS AND DISTANCES ARE TO BE VERIFIED ON FIELD.
- MINIMUM 18" SEPARATION IS TO BE MAINTAINED BETWEEN EXISTING UTILITY AND NEW HOTWIRE CONDUITS.
- MINIMUM 5' RADIUS IS TO BE MAINTAINED ON ALL CONDUIT BENDING.

FOOTAGE (THIS SHEET)

DESCRIPTION	FOOTAGE
TRENCH	-
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DIRECTIONAL BORE	359'
EXISTING UG CONDUIT	-
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OVERLASH AERIAL	-
INSTALLED UNDER PREVIOUS DESIGN	-
TOTAL NEW HANDHOLE	2

CONSTRUCTION DWG

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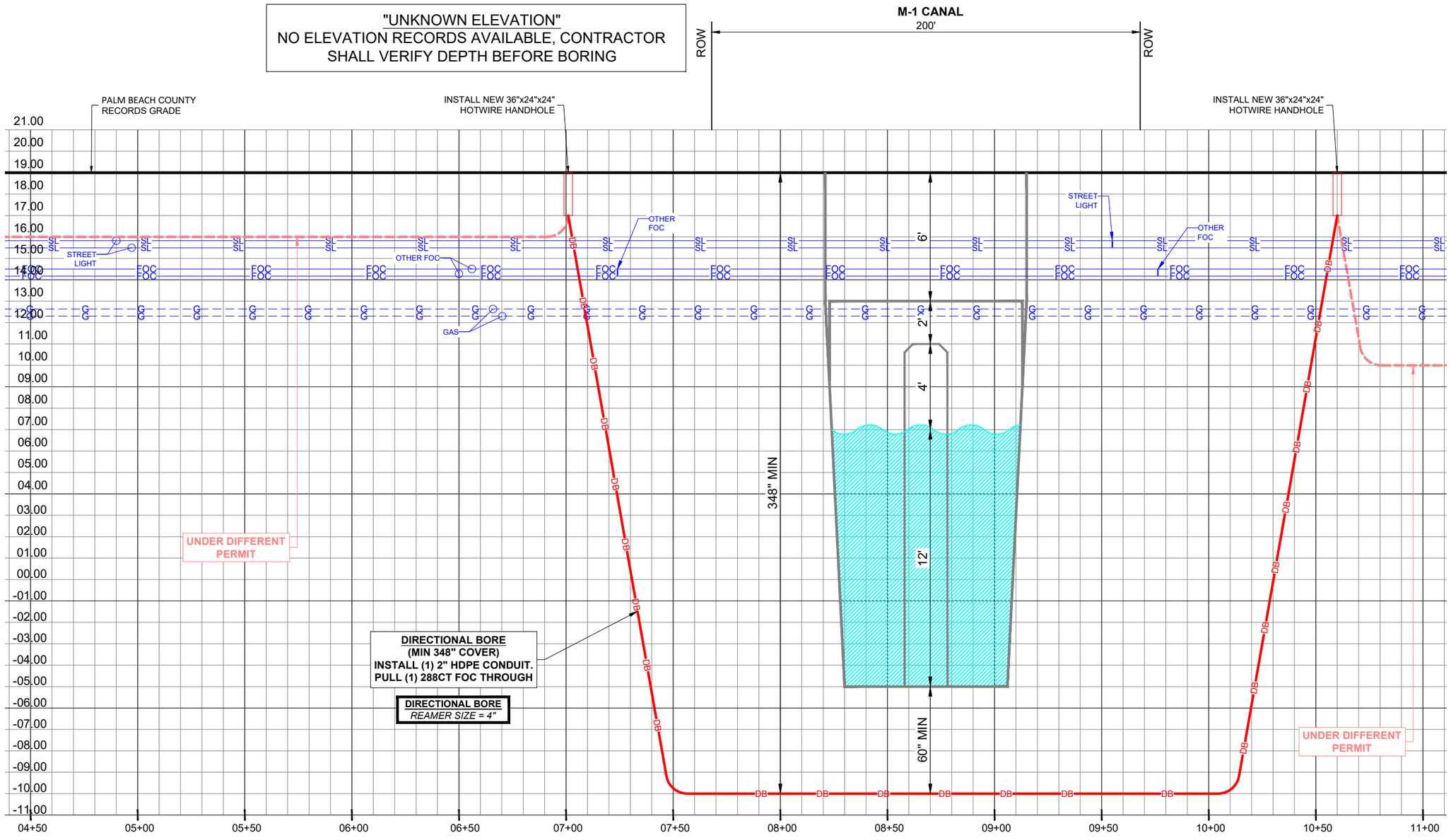
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PROJECT CODE: SID-5480		DRAWN BY: DRAFTEL +
FILE NAME: STRATHMORE GATE WEST - (U.S. 441) (S.R. 80) - ITID PERMIT		
SCALE: 1" = 50'	PAGE: 002	OF: 023

"UNKNOWN ELEVATION"
NO ELEVATION RECORDS AVAILABLE, CONTRACTOR SHALL VERIFY DEPTH BEFORE BORING



PROFILE - SOUTHERN BLVD (U.S. 441) (S.R.80)

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

START ITID PERMIT.
INSTALL NEW HOTWIRE HH.
START D-BORE. (359')
07+01

INSTALL NEW HOTWIRE HH
END ITID PERMIT.
10+60

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SCALE: 1" = 50'	PAGE: 02A	OF: 023

SYMBOLOGY

SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND
	CONC. JOINT–USE POLE	P	POWER PED FN DIRECT PED	U	UNKNOWN HANDHOLE		CONIFEROUS TREE PINEW TREE		Traffic Arrow
	WOOD JOINT–USE POLE	R	POWER RISER	U	UNKNOWN MANHOLE		DECIDUOUS TREE PALM TREE		Hov Lane
	METAL JOINT–USE POLE	RR	RAILROAD EQUIPMENT RAILROAD SIGNAL POLE		WATER VALVE CONTROL VALVE SPRINKLER VALVE		DECORATIVE ROCKS		Bicycle Lane
	WOOD POWER POLE		RAILROAD SIGN PED CROSSING SIGNAL				SHRUB HEDGE	FN MARKER 3-95	FN MARKER
	CONCRETE POLE		RAILROAD GATE		WATER METER	MB	MAIL BOX		SPLICE
	METAL POWER POLE		RAILROAD CROSSING	WC	WATER CAP		YARD LIGHT	CAUTION	CAUTION
	WOOD CATV POLE	SC	SEWER CAP	U	WATER VAULT		FENCE GATE	100'	SLACK
	WOOD TELCO POLE		SAN SEWER MANHOLE SAN SEWER HANDHOLE		WATER VALVE MARKER	BC	BRIDGE COLUMN		
	CITY POLE	D	STORM SEWER MANHOLE STORM SEWER HANDHOLE		FIRE HYDRANT		ROCKS		
C	CONCRETE CITY POLE		STORM DRAIN CATCH BASIN GRATE INLET DRAIN INLET CONCRETE SPILLWAY		SPEED LIMIT SIGN BUS STOP POST INTERSTATE/ROAD SIGN BRICK/STONEW SIGN STOP SIGN SIGN/SIGN POST CONCRETE/WOOD/METAL SIGN	BUS	BUS SHELTER		
L	CONCRETE LIGHT POLE						MICROWAVE TOWER		
	STREET LIGHT		NORTH ARROW		BUS STOP MARKER	M	PARKING METER		
	TRAFFIC SIGNAL POLE			MP	MILE POST MARKER	FV	FIBER VAULT		
6M 3/4"	1+70 ANCHOR 5' O/S				BRASS MARKER	U	FIBER PED		
6M 1/2" 10M 3/4"	2+25 SW ANCHOR 5' O/S	TB	TELEPHONEW BOOTH PAY PHONEW		SURVEY MARKER FL DOT SURVEY MARKER ROW MARKER ROW PIN CONCRETE/STONEW MARKER BRIDGE MARKER	F	FIBER HANDHOLE		
	CATV MANHOLE CATV HANDHOLE	T	TELCO BOX TELCO CAB				FIBER MANHOLE		
C	CATV PED		TELCO MANHOLE TELCO HANDHOLE		BRUSH	XO	XO VAULT		
CP	CONCRETE CATV PAD	T	TELCO PED			XO	XO 4' X 4' box		
G	PROPANEW TANK GAS VALVE GAS METER GAS MANHOLE GAS HANDHOLE OIL MANHOLE OIL HANDHOLE	CP	CONCRETE TELCO PAD			X	XO HANDHOLE		
		R	TELCO RISER			X	XO PED		
P	POWER MANHOLE	T	TELCO VAULT				XO 2.5' X 4' MANHOLE		
P	POWER VAULT		TRAFFIC SIGNAL HANDHOLE				FN MANHOLE		
			TRAFFIC SIGNAL BOX				FN HANDHOLE		
E	POWER HANDHOLE	T	TRAFFIC SIGNAL CABINEWT				4X4X12 JUNCTION BOX		
	FN DIRECT HANDHOLE	U	UNKNOWN CAP			U	FN PED		
	POWER BOX POWER CABINEWT FN DIRECT POWER BOX	UV	UNKNOWN VAULT			FPD	FN FDP		
E	POWER METER PULLBOX FN DIRECT METER		UNKNOWN VALVE				TURNS		
		U	UNKNOWN PED						

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FIBER OPTIC CABLE INSTALLATION

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SCALE: N.T.S. | PAGE: S. DETAIL 001 | OF: 004

LINETYPES

LINETYPE		LINETYPE	
DB DB DB	NEW Directional Bore	G G G	Gas
UG	NEW Trench	E	Power–Aerial
UG	Existing UG route	E E E	Power–Ug–(Underground)
AE	Aerial AE (power NEW) (NEW width 18")	T	Telco–Aerial
	Fiber under different permit	T T T	Telco–Buried
OHG	Overhead Guy (NEW width 18")	T	Telco–Buried_Drops
	BA (NEW width 16")	U	Unknown Utility
AE	Existing Aerial AE	x	Fence
A A A	Other Existing Aerial	S S S	Sanitary_Sewer
	Wall	S	Sanitary_Sewer_Lateral
BOC	BOC	SS SS SS	Storm Drain
FOG	FOG	SS	Storm Drain_Lateral
EOP	EOP	W W W	Water
	Sidewalk	W	Water_Lateral
	Center Line	X X	Remove
	Lane Divider	ABAN	Abandon
	Bridge		Overpass
	GuardRail		Border
	Gravel Or Dirt		Conduit Encased
	River_Creek		Concrete Encased
	Row		Top Slope
	Easement		Toe Slope
	Ex–Road		Brush
	Shoulder_Apron		Tree Line
	Buildings		RR
TRF	Traffic	SL SL	STREET LIGHT
TV TV TV	CATV–Buried	TRF TRF	TRAFFIC
	Other FOC	PL	PROPERTY LINE

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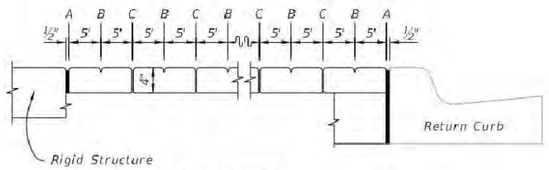
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LINETYPES

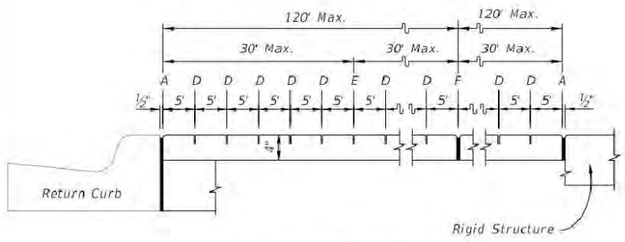
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SCALE: N.T.S. | PAGE: S. DETAIL 002 | OF: 004

GENERAL NOTES:

1. Construct sidewalks in accordance with Specification 522. Use 6" concrete for Sidewalks and Curb Ramps Located within Curb Returns (See Plan View). Install all other concrete with thickness as shown, unless otherwise detailed in the Plans.
2. Include detectable warnings on sidewalk curb ramps in accordance with Index 522-002.
3. For Driveways see Index 522-003.
4. Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils and not more than ½".
5. Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Guiderail shown in the plans. (See RAILING DETAIL)



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and; driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- ⅛" Dummy Joints, Tooled

C- ⅛" Formed Open Joints

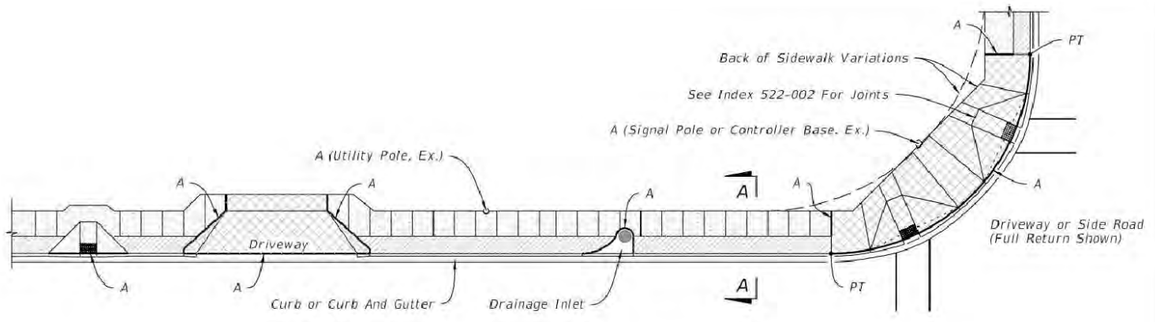
D- 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

E- 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

G- Cold Joint With Bond Breaker, Tooled

SIDEWALK JOINTS

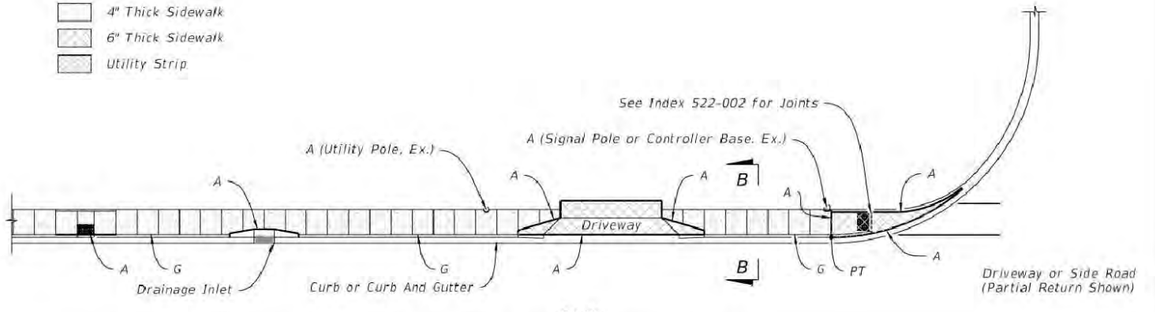


PLAN

SIDEWALK WITH UTILITY STRIP

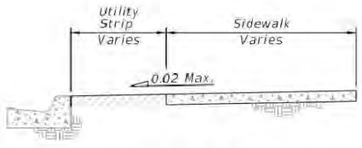
LEGEND:

- 4" Thick Sidewalk
- 6" Thick Sidewalk
- Utility Strip

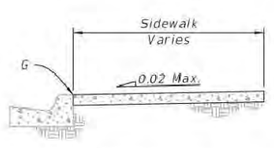


PLAN

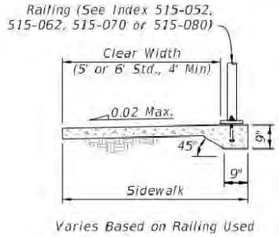
SIDEWALK WITHOUT UTILITY STRIP



SECTION A-A



SECTION B-B



Varies Based on Railing Used

RAILING DETAIL

GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

LAST REVISION	REVISION	DESCRIPTION:		INDEX	SHEET
11/01/18			FY 2025-26 STANDARD PLANS	522-001	1 of 2

CONCRETE SIDEWALK

522-001

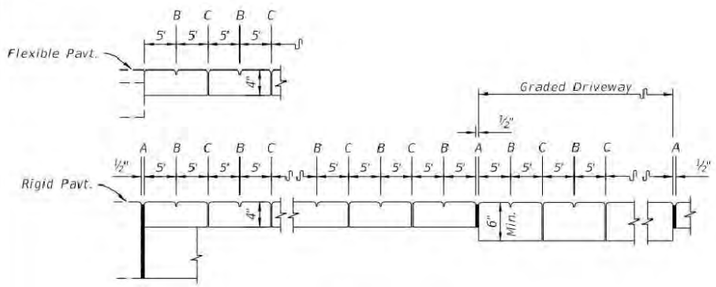
Hotwire COMMUNICATIONS
2100 W CYPRESS CREEK RD
FORT LAUDERDALE
FLORIDA 33309

FIBER OPTIC CABLE INSTALLATION

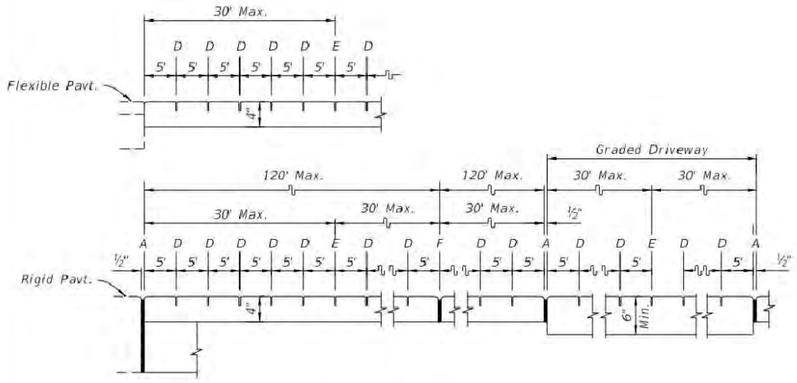
REVISIONS		
DATE	DESCRIPTION	INITIAL
10-31-25	ORIGINAL SUBMITTAL	DT+

811 Know what's below. Call before you dig.

PROJECT NAME: STRATHMORE GATE WEST		
PROJECT ADDRESS: 100 INDIAN HEAD CIRCLE		
OSP-ENG: GEORGE THOMAS	OSP PH #: (954) 765-9652	APPV BY:
PROJECT CODE: SID-5480		DRAWN BY: DRAFTEL +
FILE NAME: STRATHMORE GATE WEST - (U.S. 441) (S.R. 80) - ITID PERMIT		
SCALE: N.T.S.	PAGE: S. DETAIL 003	OF: 004



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- ⅛" Dummy Joints, Tooled

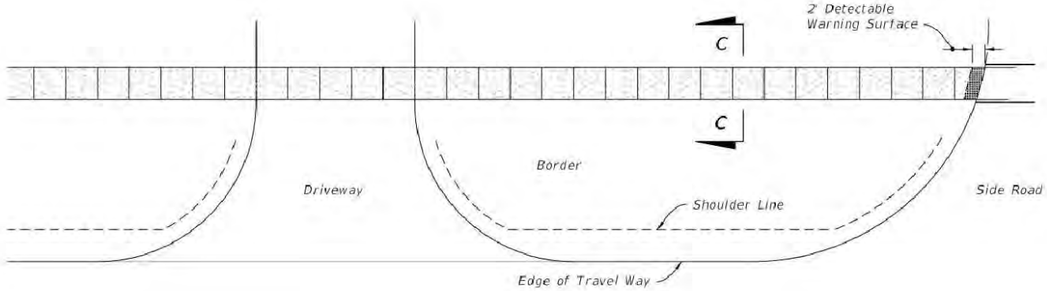
C- ⅛" Formed Open Joints

D- 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

E- 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

SIDEWALK JOINTS

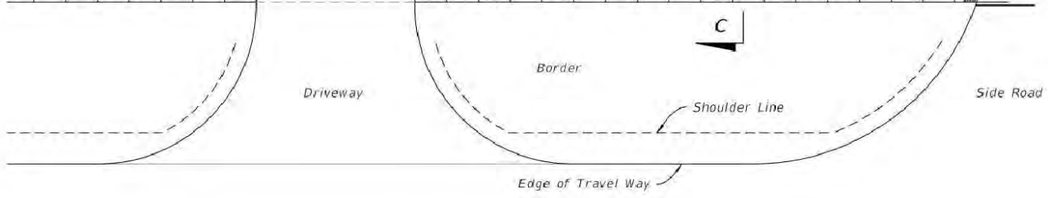


PLAN

CONTINUOUS SIDEWALK

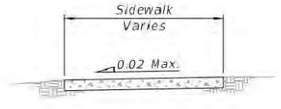
LEGEND:

4" Thick Sidewalk



PLAN

DISCONTINUOUS SIDEWALK



SECTION C-C

CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	CONCRETE SIDEWALK	INDEX	SHEET
11/01/18						522-001	2 of 2

522-001

Hotwire COMMUNICATIONS

2100 W CYPRESS CREEK RD
FORT LAUDERDALE
FLORIDA 33309

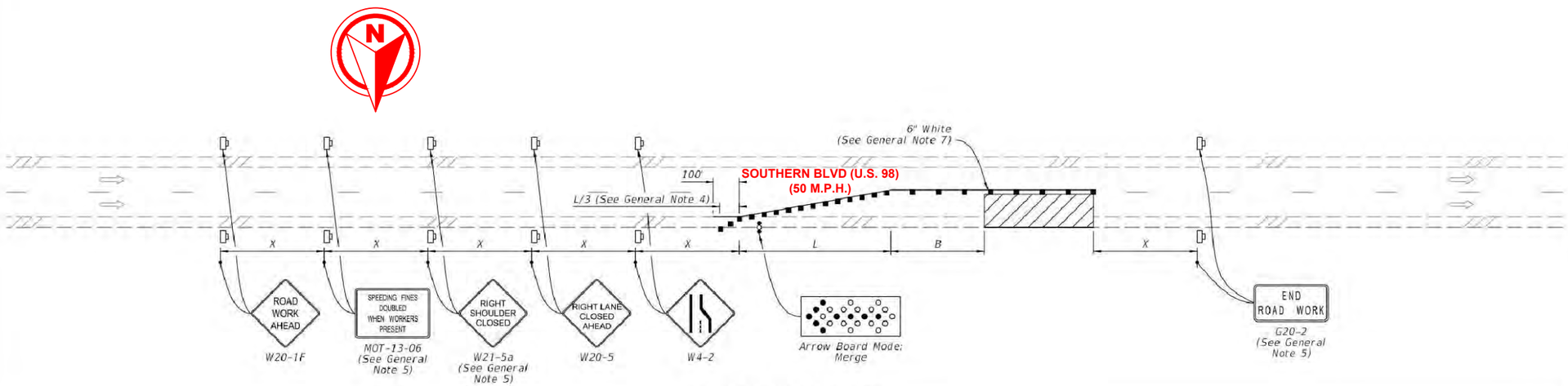
FIBER OPTIC CABLE INSTALLATION

REVISIONS		
DATE	DESCRIPTION	INITIAL
10-31-25	ORIGINAL SUBMITTAL	DT+

811 Know what's below. Call before you dig.

PROJECT NAME: STRATHMORE GATE WEST
PROJECT ADDRESS: 100 INDIAN HEAD CIRCLE
OSP-ENG: GEORGE THOMAS | OSP PH #: (954) 765-9652 | APPV BY:
PROJECT CODE: SID-5480 | DRAWN BY: DRAFTEL +
FILE NAME: STRATHMORE GATE WEST - (U.S. 441) (S.R. 80) - ITID PERMIT
SCALE: N.T.S. | PAGE: S. DETAIL 004 | OF: 004

THIS STANDARD MOT WILL BE APPLIED TO WORK ZONE IN STATION: 07+01 TO 10+60.



SINGLE LANE CLOSURE

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic

GENERAL NOTE:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
2. On undivided highways the median signs as shown are to be omitted.
3. On limited access facilities, omit "Right Shoulder Closed" signs (W21-5a) and associated work zone sign spacing distances.
4. If the paved shoulder is less than 4' in width, omit the taper and channelizing devices from the paved shoulder.
5. The "Speeding Fines Doubled When Workers Present" signs (M0T-13-06) and "End Road Work" signs (G20-2) and "Right Shoulder Closed" (W21-5a), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less. For Single Lane Closures, arrow boards and buffer (B) may also be omitted when the work operation will be in place for 60 minutes or less and the speed limit is 45 mph or less.
6. Use inverted plan of the illustrations for work on left side of roadways.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	MULTILANE ROADWAY, LANE CLOSURES	INDEX	SHEET
11/01/21						102-613	1 of 5

FDOT
GUSTAVO GORDILLO
Certificate: 633055
Issued: 12/11/2024
Expires: 11/25/2028
Instructor: J M
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Training Provider: Metro Florida Safety Council Tri-County Davie (Broward/Palm Beach, FL 33441 Ph: 954-603-7900
Verify this Certificate at www.motadmin.com.

102-613

Hotwire COMMUNICATIONS

2100 W CYPRESS CREEK RD
FORT LAUDERDALE
FLORIDA 33309

FIBER OPTIC CABLE INSTALLATION

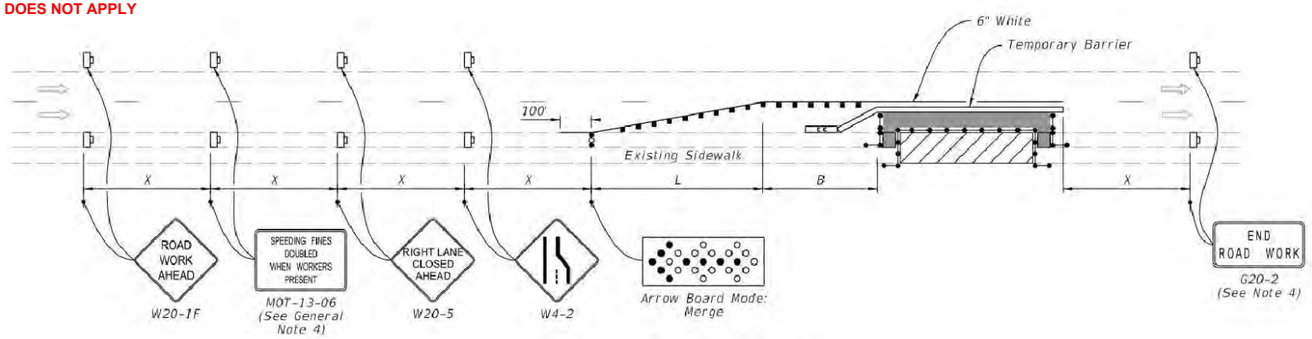
REVISIONS		
DATE	DESCRIPTION	INITIAL
10-31-25	ORIGINAL SUBMITTAL	DT+

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PROJECT ADDRESS: 100 INDIAN HEAD CIRCLE
OSP-ENG: GEORGE THOMAS | OSP PH #: (954) 765-9652 | APPV BY:
PROJECT CODE: SID-5480 | DRAWN BY: DRAFTEL +
FILE NAME: STRATHMORE GATE WEST - (U.S. 441) (S.R. 80) - ITID PERMIT
SCALE: N.T.S. | PAGE: MOT 001 | OF: 002

THIS STANDARD MOT WILL BE APPLIED TO WORK ZONE IN STATION: 07+01 TO 10+60.

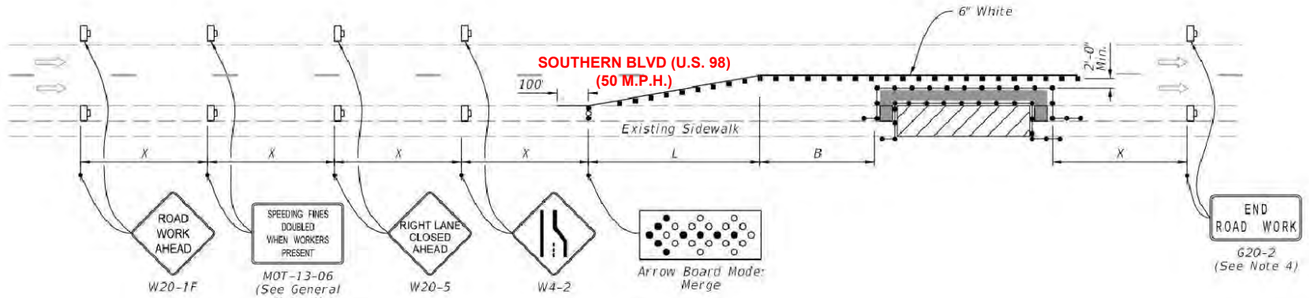
DOES NOT APPLY



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

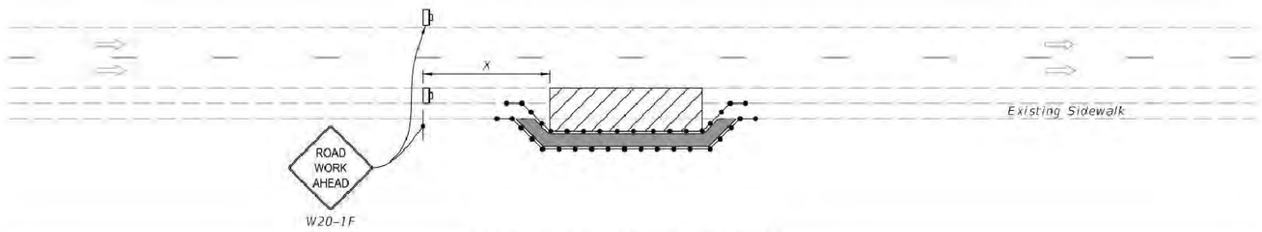


PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 45 mph or Less)

SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- CC Crash Cushion
- Lane Identification and Direction of Traffic

DOES NOT APPLY



PEDESTRIAN SPECIAL DETOUR

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/23					102-660	2 of 2

FDOT
Certificate: 633055
Issued: 12/11/2024
Expires: 11/25/2028
Instructor: J M

GUSTAVO GORDILLO
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Training Provider: Metro Florida Safety Council Tri-County Dade/Broward/Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmin.com.

102-660

Hotwire COMMUNICATIONS
2100 W CYPRESS CREEK RD
FORT LAUDERDALE
FLORIDA 33309

FIBER OPTIC CABLE INSTALLATION

REVISIONS		
DATE	DESCRIPTION	INITIAL
10-31-25	ORIGINAL SUBMITTAL	DT+

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PROJECT CODE: SID-5480 | DRAWN BY: DRAFTEL +
FILE NAME: STRATHMORE GATE WEST - (U.S. 441) (S.R. 80) - ITID PERMIT
SCALE: N.T.S. | PAGE: MOT 002 | OF: 002

AGENDA ITEM NO. 12.11

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Contracts/Agreements/Leases
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Modification #3 to Grant
BACKGROUND:	The District was not awarded Phase II of this Hazard Mitigation Grant Program (HMGP) for the East West Conveyance Canal Project. Staff has submitted the Phase I deliverables (receipts) for reimbursement. The purpose of this Modification is to reactivate the grant for reimbursement purposes. Staff is working with FDEM regarding all requirements.
FISCAL IMPACT:	
RECOMMENDATION:	Motion to approve Modification #3 to East West Conveyance Hazard Mitigation Grant and Authorize the President to sign.

ATTACHMENTS:
4337-267-R_MOD#3_For_Sub-Recipient_Signature(04-02-26).pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Indian Trail Improvement District
PROJECT #:	4337-267-R
PROJECT TITLE:	Indian Trail Improvement District, East-West Conveyance Improvements, Drainage-Phase I
HMGP CONTRACT #:	H0351
SM CONTRACT #: (if applicable)	
MODIFICATION #:	Three

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Robert Robinson District Manager 13476 61st North West Palm Beach, Florida 33412

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

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 427-1704 or email me at **Nadeen.Shaheen@em.myflorida.com**.

Contract Number: H0351

Project Number: 4337-267-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND INDIAN TRAIL IMPROVEMENT DISTRICT

This Modification Number Three made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Indian Trail Improvement District ("the Sub-Recipient") to modify Contract Number H0351, dated, December 04, 2019 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $177,600.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on July 31, 2023; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin December 04, 2019 and shall end July 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 3rd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: INDIAN TRAIL IMPROVEMENT DISTRICT

By: _____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(3rd Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage in Loxahatchee, Palm Beach County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-267-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the Indian Trail Improvement District, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to M1 Basin, located in Loxahatchee, Florida, 33470.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall consist of dredging and re-shaping banks along approximately 4.2 mile run of canal from the M canal to the L canal. The improvements will increase the conveyance capacity of the canal system by increasing the cross-sectional area. The project will mitigate potential impacts by improving drainage capacity, protecting residential lots, and preventing additional impacts from flooding to the transportation system.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Address	Coordinates
1)	M1 Basin	Loxahatchee, Florida, 33470	Beginning: (26.7989, -80.3111)
2)			End: (26.7975, -80.2453)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation

demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans and/ bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

   i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs

related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of M1 Basin in Loxahatchee, Florida 33470.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.

3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

   a) United States Army Corps of Engineers (USACE); Consultation with the USACE is required. A permit or No Permit Required shall be submitted.

   b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be

submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

4) Historical Preservation compliance documents shall be obtained. Review documentation required:
   a) Color maps including topographical and aerial with the project location clearly marked.
   b) Color photographs of any area with ground disturbance (electronic).
   c) Indicate if project site is located within a designated historic district or historic neighborhood.
5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
   b) Previous and current use of proposed project area.
   c) Any known site work or historic uses for the proposed location.
   d) Any available studies that may have taken place on the property.
6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-267-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on September 6, 2019; this Agreement was executed on December 4, 2019, and the Period of Performance for this project shall end on July 31, 2026.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	22	Months
Permitting / Survey:	4	Months
Deliverables Submitted to FDEM:	51	Months
Total Period of Performance:	**82**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$240,000.00	$177,600.00	$62,400.00
Initial Agreement Amount:	**$240,000.00**	**$177,600.00**	**$62,400.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$240,000.00**	**$177,600.00**	**$62,400.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

Funding Summary Totals

Federal Share:	$177,600.00	(74.00%)
Non-Federal Share:	$62,400.00	(26.00%)
Total Project Cost:	**$240,000.00**	**(100.00%)**

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

AGENDA ITEM NO. 12.12

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Ratification
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Ratification Emergency Purchase
BACKGROUND:	On April 9, 2026, the District Engineer declared the failure of the existing pipe connection of the E Canal to the M-1 Canal under 130th Trail N an emergency. The roadway is closed and will remain closed for approximately one (1) month with proper signage until the pipes are replaced and the roadway is rebuilt over the road.
FISCAL IMPACT:	$74,831.88 - Pipes
RECOMMENDATION:	Motion to ratify emergency procurement regarding the collapsed culvert on 130th and waive procurement policy, per Sections 5.6.1A (Operational Emergencies) and 5.6.2 (Waiver of Purchase Order).

ATTACHMENTS:
2026_0409_Dec of Emergency E Canal at 130th Tr N-Signed.pdf

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Board of Supervisors

Elizabeth Accomando,
President

Patricia Farrell,
Vice President

Richard J. Vassalotti II,
Treasurer

Betty Argue,
Secretary

Michael Johnson,
Assistant Secretary

District Staff

Burgess Hanson,
Executive Director

Mary Viator,
District Attorney

Jay Foy,
District Engineer

April 9, 2026

Elizabeth Accomando, President
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

RE: Declaration of Emergency
E Canal at 130th Trail N

Dear Elizabeth,

The District Engineer hereby declares the failure of the existing pipe connection of the E Canal to the M-1 Canal under 130th Trail N an emergency. These are very old 72"corrugated metal pipes, the north pipe has failed and the south pipe is of the same age. Both pipes must be replaced. It is recommended we use smooth 66" pipes or larger as 66" smooth pipes are hydraulically equivalent to 72" CMPs.

The roadway is closed and will remain close with proper signage until the pipes are replaced and the roadway is rebuilt over the road.

Sincerely

Jay Foy
Digitally signed by Jay Foy
DN: cn=Jay Foy, o, ou=personal, email=jmanruns@bellsouth.net, c=US
Date: 2026.04.09 09:59:23 -04'00'

Jay G Foy, PE
District Engineer

AGENDA ITEM NO. 13.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

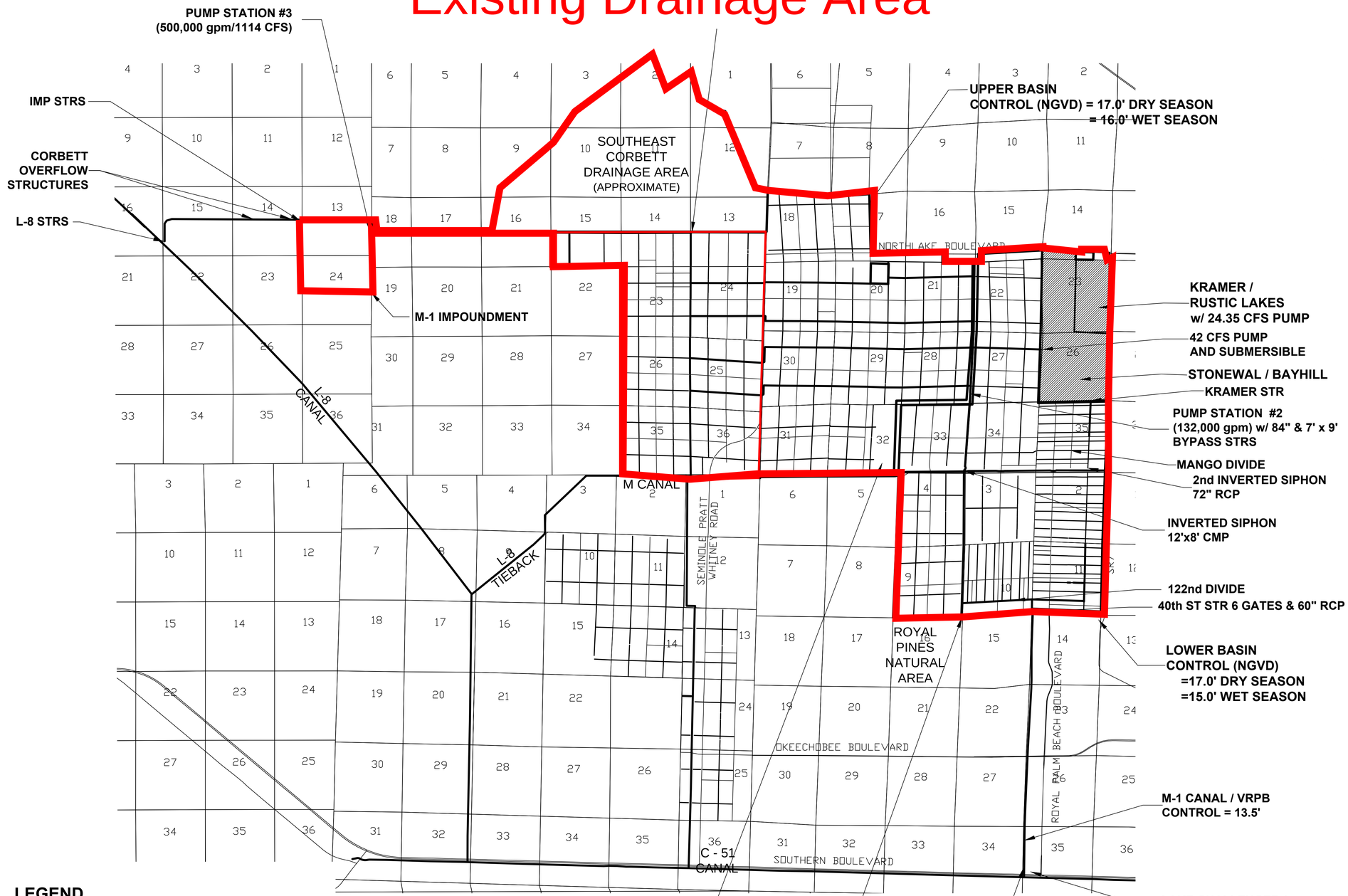
Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**STAFF PRESENTATIONS (No Action Required)**
SUBJECT:	M-1 Basin Allowable Discharge
BACKGROUND:	The allowable discharge from the M-1 Basin has a complicated history and also has complicated discharge conditions. This is a graphical presentation of the derivation of which areas were included in the allowable on peak discharge and what areas receive 0 discharge on peak. The graphics also include what is normally allowed and the new allowance for the addition of the 640 acre Impoundment.
FISCAL IMPACT:	None, for informational purposes.
RECOMMENDATION:	None, for the Board's information.

ATTACHMENTS:
2026_0415_M1 Basin Allowable Discharge.pdf

Existing Drainage Area



LEGEND

- MINOR CANALS
- MAJOR CANALS
- M-2 BASIN
- SE CORBETT DRAINAGE AREA
- M-1 LOWER BASIN
- M-1 UPPER BASIN

ALL ELEVATIONS NGVD

*THIS DRAWING IS PICTORIAL, NOT INTENDED TO REPRESENT SURVEY INFORMATION

Jay G. Foy, P.E. License #22053

StormwaterJ Engineering, Inc.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-0028 • Fax (561)242-0109
stormj@bellsouth.com

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INDIAN TRAIL IMPROVEMENT DISTRICT
M-1 Basin Drainage Areas
and Allowable Discharge

	DATE	DRAWN	CHECKED
	03/13/2025	PL	JGF

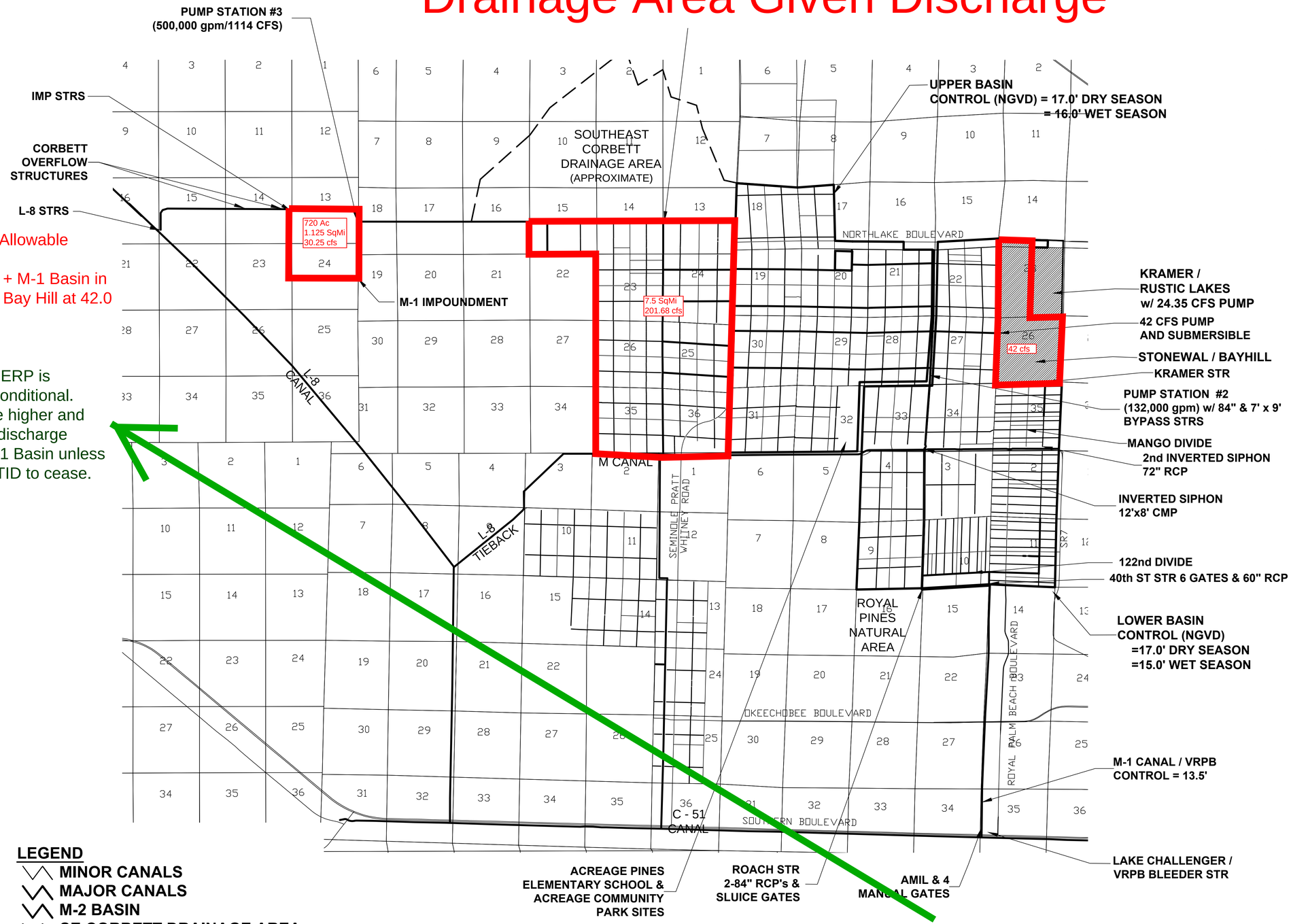
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Drainage Area Given Discharge

SFWMD on Peak Allowable Discharge:
= Imp at 30.25 cfs + M-1 Basin in L8 at 201.68 cfs + Bay Hill at 42.0 cfs
= 274 cfs
~
Note the SFWMD ERP is complicated and conditional. Discharges can be higher and there is a 200 cfs discharge allowed to the C-51 Basin unless SFWMD notifies ITID to cease.



LEGEND

- MINOR CANALS
- MAJOR CANALS
- M-2 BASIN
- SE CORBETT DRAINAGE AREA
- M-1 LOWER BASIN
- M-1 UPPER BASIN

ALL ELEVATIONS NGVD

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INDIAN TRAIL IMPROVEMENT DISTRICT
M-1 Basin Drainage Areas and Allowable Discharge

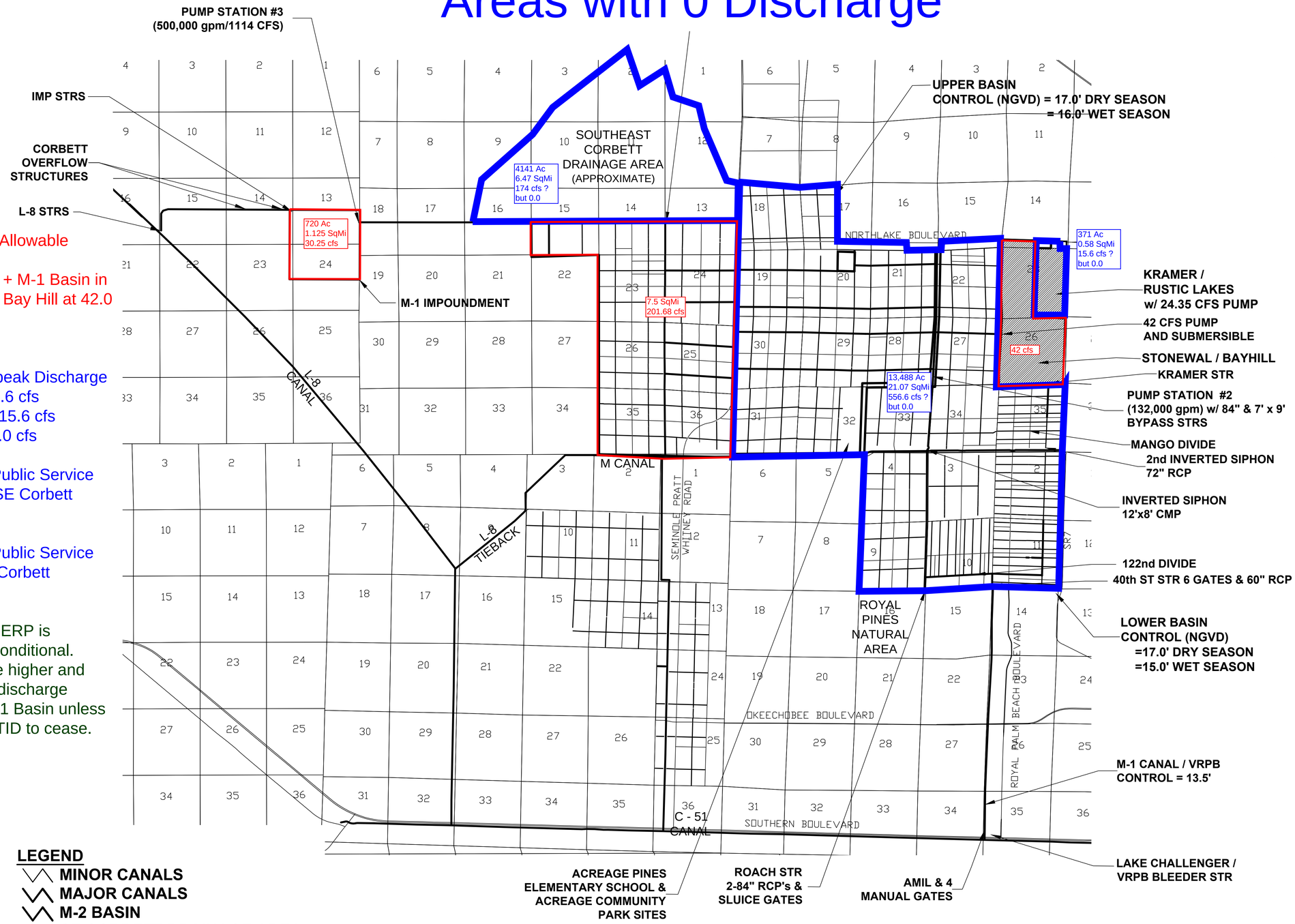
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Areas with 0 Discharge



SFWMD on Peak Allowable Discharge:
= Imp at 30.25 cfs + M-1 Basin in L8 at 201.68 cfs + Bay Hill at 42.0 cfs
= 274 cfs
~
Areas with no on peak Discharge
= M1 Basin at 556.6 cfs
Rustic Lakes + at 15.6 cfs
SE Corbett at 174.0 cfs
~
Typical SFWMD Public Service at 1"/day without SE Corbett
= 846.2 cfs
~
Typical SFWMD Public Service at 1"/day with SE Corbett
= 1,020.2 cfs
~
Note the SFWMD ERP is complicated and conditional. Discharges can be higher and there is a 200 cfs discharge allowed to the C-51 Basin unless SFWMD notifies ITID to cease.

LEGEND
- MINOR CANALS
- MAJOR CANALS
- M-2 BASIN
- SE CORBETT DRAINAGE AREA
- M-1 LOWER BASIN
- M-1 UPPER BASIN

ALL ELEVATIONS NGVD
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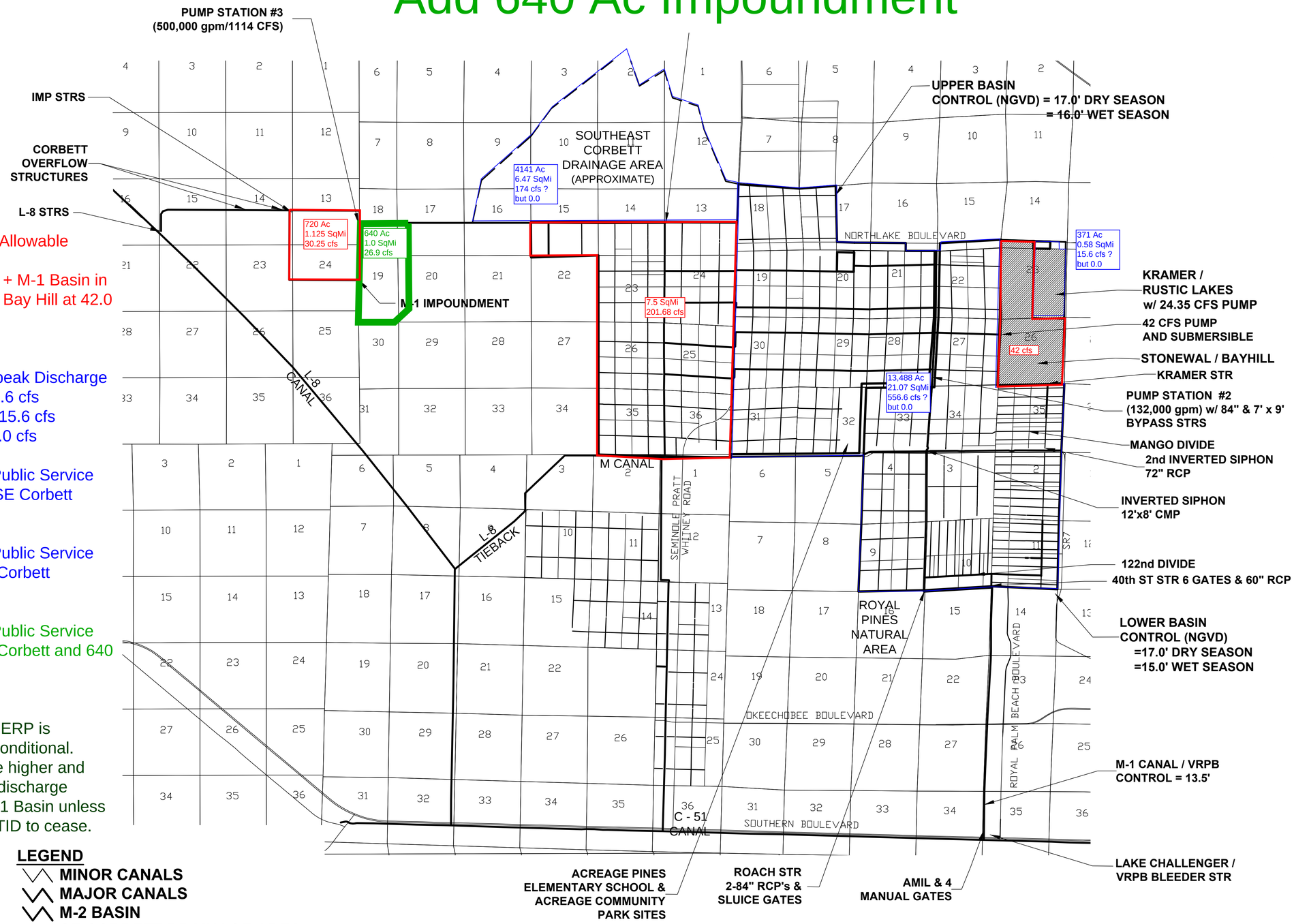
INDIAN TRAIL IMPROVEMENT DISTRICT
M-1 Basin Drainage Areas and Allowable Discharge

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Add 640 Ac Impoundment



SFWMD on Peak Allowable Discharge:
= Imp at 30.25 cfs + M-1 Basin in L8 at 201.68 cfs + Bay Hill at 42.0 cfs
= 274 cfs
~
Areas with no on peak Discharge
= M1 Basin at 556.6 cfs
Rustic Lakes + at 15.6 cfs
SE Corbett at 174.0 cfs
~
Typical SFWMD Public Service at 1"/day without SE Corbett
= 846.2 cfs
~
Typical SFWMD Public Service at 1"/day with SE Corbett
= 1,020.2 cfs
~
Typical SFWMD Public Service at 1"/day with SE Corbett and 640 Ac Impoundment
= 1,047.1 cfs
~
Note the SFWMD ERP is complicated and conditional. Discharges can be higher and there is a 200 cfs discharge allowed to the C-51 Basin unless SFWMD notifies ITID to cease.

LEGEND

- MINOR CANALS
- MAJOR CANALS
- M-2 BASIN
- SE CORBETT DRAINAGE AREA
- M-1 LOWER BASIN
- M-1 UPPER BASIN

ALL ELEVATIONS NGVD

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STORMWATER J ENGINEERING, INC. SJE

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1855 Indian Road, Suite 202, West Palm Beach, FL 33409
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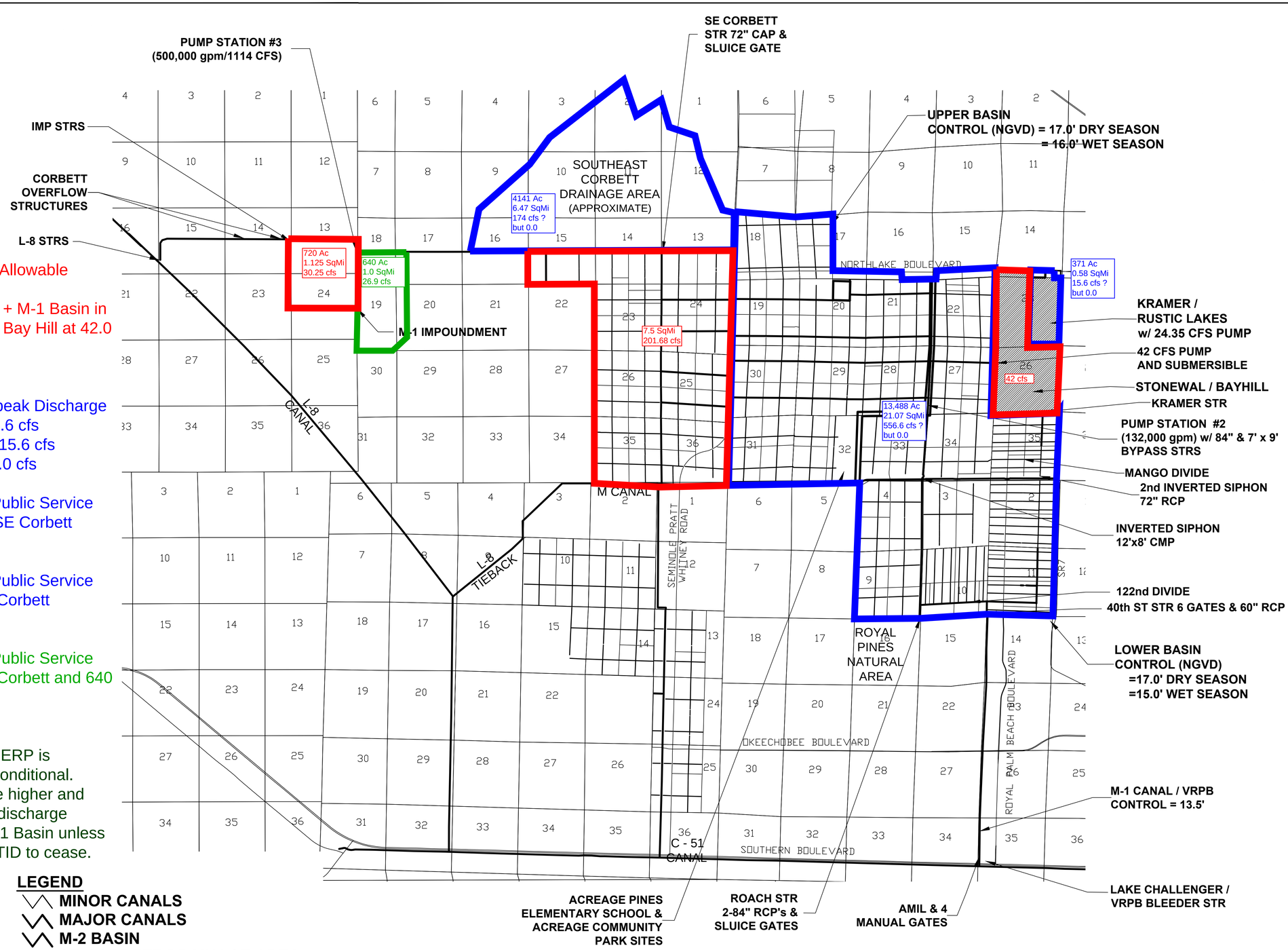
INDIAN TRAIL IMPROVEMENT DISTRICT
M-1 Basin Drainage Areas and Allowable Discharge

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SFWMD on Peak Allowable Discharge:
= Imp at 30.25 cfs + M-1 Basin in L8 at 201.68 cfs + Bay Hill at 42.0 cfs
= 274 cfs
~
Areas with no on peak Discharge
= M1 Basin at 556.6 cfs
Rustic Lakes + at 15.6 cfs
SE Corbett at 174.0 cfs
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Typical SFWMD Public Service at 1"/day without SE Corbett
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~
Typical SFWMD Public Service at 1"/day with SE Corbett and 640 Ac Impoundment
= 1,047.1 cfs
~
Note the SFWMD ERP is complicated and conditional. Discharges can be higher and there is a 200 cfs discharge allowed to the C-51 Basin unless SFWMD notifies ITID to cease.

LEGEND

- MINOR CANALS
- MAJOR CANALS
- M-2 BASIN
- SE CORBETT DRAINAGE AREA
- M-1 LOWER BASIN
- M-1 UPPER BASIN

ALL ELEVATIONS NGVD

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INDIAN TRAIL IMPROVEMENT DISTRICT
M-1 Basin Drainage Areas and Allowable Discharge

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AGENDA ITEM NO. 13.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Reports
AGENDA SECTION:	**STAFF PRESENTATIONS (No Action Required)**
SUBJECT:	M-1 Basin 640-Acre Impoundment WCP
BACKGROUND:	The Board authorized the preparation of a Water Control Plan to add the 640-acre Impoundment. This is an update on the status of the WCP.
FISCAL IMPACT:	None, for informational purposes.
RECOMMENDATION:	None, for informational purposes.

ATTACHMENTS:
2026_0415-WCP 640 AC Update_JGF.pdf

WATER CONTROL PLAN
FOR
M-1 BASIN IMPOUNDMENT EXPANSION
640-ACRE IMPOUNDMENT
INDIAN TRAIL IMPROVEMENT DISTRICT

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INTRODUCTION

The Indian Trail Improvement District (ITID or District) is a special taxing district of the State of Florida originally created by Chapter 57-646, Laws of Florida. Chapter 2002-330 Laws of Florida subsequently codified the special laws relating to ITID. The title to Chapter 2002-330 provides:

> "An act relating to Indian Trail Improvement District, Palm Beach County; providing for codification of special laws relating to the Indian Trail Improvement District, a special tax district of the state; providing legislative intent; codifying, reenacting, and amending chapters 57-646, 67-692, 80-89, 82-352, 83-491, 88-501, 89-465, 90-446, 92-261, 97-326, 99-473, Laws of Florida; providing for minimum charter requirements; amending the boundaries of the district to include additional lands; providing for supervisor qualifications, terms of office, election procedures, and compensation; providing for a referendum; providing for provisions of other laws made applicable; providing for ratification of prior actions; repealing chapters 57-646, 67-692, 80-569, 82-352, 83-491, 88-501, 89-465, 90-446, 92-261, 97-326, 99-473, Laws of Florida, relating to the Indian Trail Improvement District; providing for liberal construction; providing for severability; providing an effective date."

ITID operates according to the provisions of Chapter 2002-330, as amended and supplemented, and the applicable provisions of Chapter 298, Florida Statutes. The District is empowered to construct and maintain public facilities including water and sanitary sewer, drainage, roadways, and parks and recreation.

Section 298.225, F.S. sets forth the requirements to be included in a Water Control Plan. These requirements are as follows:

> "(3) Each water control plan for a district or unit must contain, if applicable:
>
> (a) Narrative descriptions of the statutory responsibilities and powers of the water control district.
>
> (b) A map delineating the legal boundary of the water control district and identifying any sub-districts or units within the district.

(c) Narrative descriptions of land use within the district and all existing district facilities and their purpose and function, and a map depicting their locations.

(d) Engineering drawings and narrative sufficient to describe each facility's capacity for the management and storage of surface waters and potable water supply, if applicable.

(e) A description of any environmental or water quality program that the water control district has implemented or plans to implement.

(f) A map and narrative description of any area outside the water control district's legal boundary for which the district provides services.

(g) Detailed descriptions of facilities and services that the water control district plans to provide within 5 years.

(h) A description of the administrative structure of the water control district."

The District is governed by a five-member Board of Supervisors. The Board of Supervisors employs an Executive Director who is in charge of the day-to-day operations of the District. The Board of Supervisors also employs a District Attorney who is legal advisor to the Board and handles all legal matters for the District. In addition, the Board of Supervisors employs a District Engineer who has control over the engineering works in the District. The District has four officers: a President; a Vice-President; a Secretary; and a Treasurer.

This Water Control Plan is an amendment and update to the existing ITID Water Control Plans to formally incorporate the proposed M-1 Basin 640-Acre Impoundment Expansion. The updated plan reflects the District's intent to expand the existing 720-acre M-1 Impoundment by an additional 640 acres to the east, initially providing approximately 2,200 acre-feet of additional water storage capacity, enhanced flood protection, and aquifer recharge benefits for the over 30,000 residents served by the M-1 Basin. In the future, with additional excavation, the total increase in storage will be approximately 5,000 acre-feet.

SCOPE OF THIS AMENDMENT: The existing ITID Water Control Plan covers both the M-1 Basin and the M-2 Basin. This amended Water Control Plan applies solely to the M-1 Basin and, specifically, to the incorporation of the proposed 640-Acre Impoundment Expansion into the M-1 Basin surface water management system. The Water Control Plan provisions governing the M-2 Basin remain in full force and effect and are not modified by this amendment. All sections of the existing Water Control Plan that relate exclusively to the M-2 Basin are hereby retained without change. Only those sections of the existing plan that describe M-1 Basin facilities, operations, or planned improvements are updated by this document to reflect the addition of the 640-acre impoundment.

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Section I. Statutory Responsibilities and Powers of the Water Control District

Indian Trail Improvement District is an independent special district and public corporation of the State of Florida as established and codified in Chapter 2002-330. Included in Chapter 2002-330 are the following key sections:

Section 3. Provisions of chapter 298, Florida Statutes, made applicable — The Indian Trail Improvement District shall be a public corporation of this state. The provisions of the general drainage and water control laws of Florida applicable to water control districts which are embodied in chapter 298, Florida Statutes, and all of the laws amendatory thereof, now existing or hereafter enacted, so far as not inconsistent with this act, are declared to be applicable to Indian Trail Improvement District. Indian Trail Improvement District shall have all of the powers and authority mentioned in or conferred by chapter 298, Florida Statutes, and acts amendatory thereof, except as otherwise provided in this act.

Section 4. Provisions of chapter 153, Florida Statutes, made applicable — The provisions of the County Water System and Sanitary Sewer Financing Law which are embodied in chapter 153, Florida Statutes, and all the laws amendatory thereof, now existing or hereafter enacted, so far as not inconsistent with this act, are declared to be applicable to Indian Trail Improvement District. Indian Trail Improvement District shall have all of the powers and authority mentioned in or conferred by chapter 153, Florida Statutes, and acts amendatory thereof. Where referred to in chapter 153, Florida Statutes, “county” or “counties” shall mean this district; “county commission” or “commission” shall mean the board of supervisors of this district; “engineer” shall mean the engineer for this district; “county tax assessor” shall mean the county tax collector or the treasurer of the district, whoever is collecting the taxes of the district in the discretion of the board of supervisors; and all other words or terms in chapter 153, Florida Statutes, shall be construed so as to refer and be applicable to this district.

Section 5. Powers of the district — The district shall have the power to sue and be sued by its name in any court of law or in equity, to make contracts, to adopt and use a corporate seal and to alter the same at pleasure; to acquire by purchase, gift, or condemnation real and personal property, either or both, within or without the district, and to convey and dispose of such real and personal property, either or both, as may be necessary or convenient to carry out the purposes, or any of the purposes, of this act and chapters 298 and 153, Florida Statutes; to construct, operate, and maintain canals, ditches, drains, levees, and other works for drainage and water control purposes; to acquire, purchase, operate, and maintain pumps, plants, and pumping systems for drainage and water control purposes; to construct, operate, and maintain irrigation works, machinery, and plants; to construct, improve, pave, and

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maintain roadways and roads necessary and convenient for the exercise of the powers or duties or any of the powers or duties of the district or the supervisors; and, in furtherance of the purposes and intent of this act and chapter 298, Florida Statutes, to construct, improve, pave, and maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the drainage and reclamation operations of the district; included as a component of roads in a water control plan parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of a modern road system; however, as it relates to traffic signals, the district must obtain authorization from the appropriate state or local government prior to expending funds; to construct, operate, and maintain gas mains and facilities for the distribution of natural gas and to purchase natural gas for distribution in the district; to construct and maintain recreation areas and facilities, including the authority to provide for the construction, operation, and maintenance of such recreation areas and facilities; provide recreation and playground equipment; employ supervisory personnel; organize and sponsor community and athletic teams and events; provide liability insurance to cover such projects; lease recreation areas and facilities to nonprofit community corporations or groups; and provide any other programs and elements of recreation areas and facilities, including trails, the enumeration of the same not being exclusive; to borrow money and issue negotiable or other bonds of the district as provided in this act; to borrow money, from time to time, and issue negotiable or other notes of the district therefore, bearing interest at the rate as provided by law, in anticipation of the collection of taxes, levies, and assessments or revenues of the district, and to pledge or hypothecate such taxes, levies, assessments, and revenues to secure such bonds, notes, or obligations, and to sell, discount, negotiate, and dispose of the same; and to exercise all other powers necessary, convenient, or proper in connection with any of the powers or duties of the district stated in this act. The powers and duties of the district shall be exercised by its board of supervisors, which board shall have the authority to employ engineers, attorneys, agents, employees, and representatives as the board of supervisors from time to time determines, and to fix their compensation and duties.

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These statutory powers directly authorize the District to undertake the M-1 Basin Impoundment Expansion, including construction of levees, control structures, and pump facilities on the 640 acres to be incorporated into the M-1 drainage management system.

Section II. District Boundary Map and Sub-District Identification

Exhibit "A" is a map of ITID's legislative boundaries and numerous active unit boundaries. The existing Water Control Plans for the M-1 Basin are incorporated herein by reference. This amendment specifically addresses the addition of the 640-acre parcel to the east of the existing 720-acre M-1 Impoundment to be incorporated as a new impoundment area within the M-1 Basin Surface Water Management System.

The new 640-acre M-1 Impoundment parcel is located in Palm Beach County at approximately Lat/Long: 26.8077, -80.3810. The parcel is adjacent to and on the east boundary of the existing 720-acre Impoundment. Indian Trail Improvement District and Indian Trail Groves (ITG) have entered into an Agreement requiring ITG to donate these 640 acres to ITID to satisfy Palm Beach County "Public Benefits" requirements associated with an approved development project. Indian Trail Improvement District holds this land in an escrow account, subject to conditions.

Exhibit "B" is a graphic presentation of the updated and revised M-1 Basin area including the additional 640-acre expansion area. The two impoundments will be physically separated but hydraulically connected via operable control structures. Exhibit "C" presents the legal description of the 640-acre parcel.

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Section III. Narrative descriptions of the Land Use within the district and all Existing Facilities, and their purpose and function and a map depicting their location.

There are two major drainage basins in ITID: the M-1 Basin and the M-2 Basin. In addition, ITID has two Active Units of Development in the Village of Royal Palm Beach, serves outside areas by contract, and has an inactive Unit 11 that was purchased by Palm Beach County for environmental restoration purposes. Units 17 and 18 are in the Village of Royal Palm Beach with permitted water management facilities and limited ITID responsibilities. The M-2 Basin is also a separate area that includes an ITID roadway network of paved and shellrock roads with 11 small drainage basins each with swale drainage systems and flashboard riser water control structures and one large drainage basin of 2707 acres with the M-2 Impoundment, Pump Station #1, and two major outfall structures. The total area of the twelve M-2 Basins is approximately 4200 acres.

The M-2 Basin is entirely low-density single family residential zoned Agricultural Residential with lots from 1.25 acres and up. The M-1 Basin is also low-density single family residential zoned Agricultural Residential with lots from 1.25 acres and up but has a small commercial area of approximately 54 acres and about 10 acres of institutional uses. The 640-acre M-1 Impoundment Expansion will add approximately 640 acres of water storage and management area, of which the primary surface water management feature is a new impoundment capable of initially storing approximately 2,200 acre-feet and ultimately storing

approximately 5,000 acre-feet of excess runoff, with a surrounding perimeter levee and associated control structures.

The M-1 Drainage Basin serves a 38 square mile area (24,470 acres including 3,996 acres from Southeast Corbett) in Western Palm Beach County. ITID's M-1 Basin is divided into two sub-basins: the Upper M-1 Basin (11,946 acres / 18.67 square miles) and the Lower M-1 Basin (8,529 acres / 13.28 square miles).

The M-1 Basin is primarily low-density single-family residential zoned Agricultural Residential with lots from 1.25 acres and up, with a small commercial area and approximately 10 acres of institutional uses. The basin serves over 30,000 residents who depend primarily on canal water for fire protection and wells for domestic water supply.

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Location

The M-1 Drainage Basin is in north-central Palm Beach County. It is north of the Village of Royal Palm Beach, west of the City of West Palm Beach's Water Catchment Area (Grassy Waters Preserve), mostly south of Northlake (Lake Park) Boulevard, and four to five miles east of the L-8 Canal. The M-1 and M-2 Basins are often referred to as "The Acreage."

Physiographic Features

The M-1 Basin is relatively flat. The natural ground slope is approximately one foot per mile. The highest natural ground is just above 22' NGVD in the north central area and gently slopes down to approximately 19' NGVD to the east. There are some local high and low spots above and below this generalization. Other than on the coastal ridge, this is the highest area in Palm Beach County.

DRAINAGE BASIN

ITID's M-1 Drainage Basin is depicted in Exhibit "D". The drainage area is well defined with perimeter roads being built at elevations sufficient to serve as levees. The total drainage basin area is 21,114 acres (33 square miles including 640 acres from the impoundment expansion). This area includes the internal canals and a roadway system and the 720 acre M-1 Impoundment Area but doesn't include the offsite area from Southeast Corbett. The M-1 Basin is divided into two distinct drainage sub-basins: the Upper M-1 Basin which constitutes 12,585 acres (19.67 square miles) and the Lower M-1 Basin which is 8,529 acres (13.28 square miles).

The above drainage areas include offsite discharge from seven (8) areas:

1. Bay Hill (FKA Stonewall). This is a 985 acre golf course development to the east. Its conditional discharge is via a 42 cfs pump station into the Lower Basin, Unit of

Development 9. This is Unit M-1S but as it is served by a pump station it is listed as off site for the purposes of this report.

2. Rustic Lakes (AKA the Kramer Property). This is a 331 acre single family large lot subdivision just to the east of Bay Hill. Its conditional discharge is via a 24.35 cfs pump station into the Lower Basin, Unit of Development 2. Drainage is accepted from this area via a contractual agreement.

3. Palm Beach County's Acreage Pines Elementary School Site "H". This is a 48.5 acre site with a gravity control structure discharge to the Upper Basin, Unit of Development 13. Drainage is accepted from this area via an Agreement with the School Board. This area is listed as off site because of the Agreement.

4. ITID's Acreage Community Park North and Maintenance Facility. This is a 17.5 acre drainage area with gravity control structure discharge to the Lower Basin, Unit of Development 2. Acreage Community Park South is a 17.6 acre area that drains west into Palm Beach County's Natural Area and subsequently into Unit 13. As these areas are not assessed, they are listed as off site.

5. Northlake Boulevard. This is a 49 acre area at ITID's northeast corner and discharges via a gravity control structure to the Lower Basin, Units of Development 7 and 9. As this area is not assessed, it is listed as off site.

6. Palm Beach County Natural Area Northlake Boulevard Central. This is a 124.5 acre area just west of Acreage Community Park. It discharges via a gravity control structure to the Upper Basin, Unit of Development 13. As this area is not assessed, it is listed as off site.

7. Southeast Corbett Area. This area is ill defined because of the lack of drainage conveyance. This natural preserve area flows via the path of least resistance. It is estimated the drainage area is 3996.0 acres and discharges to the Upper Basin, Unit of Development 5. Its conditional discharge is via a gated 72 inch corrugated aluminum pipe into the M-0 Canal, Unit of Development 5. As this area is not assessed, it is listed as off site.

8. Vintage Oaks. This is a recent addition to the M-1 Basin's drainage area. As it is connected through Palm Beach County's drainage system for Northlake Blvd, it is listed as off site.

The sum total of all the above yields 25,110 acres (which includes 3996 acres from SE Corbett) or 38.23 square miles.

There are approximately 160 miles of canals in both the M-1 and M-2 Basins with the M-2 Basin having a little over 20 miles of canals.

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There are approximately 352 miles of roads in the M-1 and M-2 Basins of which about 97 miles are paved. The roadway system is set up in a matrix fashion with most residents having a paved road within a 1/2 mile.

Existing M-1 Basin Surface Water Management Facilities

The surface water management/drainage conveyance facilities for the M-1 Basin include the roadway swale system, dump culverts from the swales into the canals, a canal network, roadway culvert crossings, pump stations, and control structures. There are approximately 160 miles of canals in both the M-1 and M-2 Basins, and approximately 352 miles of roads of which about 97 miles are paved.

The M-1 Basin is divided into two sub-basins: The Upper M-1 Basin and the Lower M-1 Basin. Each of these basins is discussed separately in the following sections.

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THE LOWER M-1 BASIN FACILITIES

The Lower M-1 Basin is comprised of 7,195 acres of onsite areas. The following offsite areas also discharge into the Lower M-1 Basin:

1. Bay Hill/Stonewal	=	985.2 Acres
2. Rustic Lakes/Kramer	=	330.6 Acres
3. Acreage Community Park N	=	17.5 Acres
Total Offsite		1,333.3 Acres

There are approximately 56 miles of canals in the Lower Basin and numerous culverts at road crossings. Road drainage is typically via swales with a “drop culvert” at canal connection points. These “drop culverts” are typically 15” to 24” diameter culverts mounded over with dirt to retard erosion. Some paved roads have inlets and pipes at the canal intersections.

Offsite discharges into the Lower Basin area are via a 42 cfs pump from Bay Hill, a 24.35 cfs pump from Rustic Lakes, two gravity overflow structures from the Acreage Community Park, and a control structure discharging from Vintage Oaks and through the Palm Beach drainage system. This park is owned and operated by ITID and is where its maintenance building and field staff are based. There is currently an Acreage Community Park expansion ongoing. Palm Beach County owns this property and is leasing it to ITID. The drainage from this area discharges to the Upper M-1 Basin through two gravity water control structures.

Discharges from the Lower M-1 Basin are via three facilities:

1. Pump Station #2. This is a 132,000 gpm (294.12 cfs) pump station comprised of three 44,000 gpm pumps. The pumps run off electric power or generators in the pump house. This facility also has two gated bypass structures: an 84” CMP and a 7' x 9' concrete box culvert, both of which can be opened for gravity flow when appropriate (bypass flow is flow from the Upper Basin into the Lower Basin).

2. The 40th Street Structure. This is a gravity control structure which bleeds off water from the Lower Basin into the M-1 Canal. The M-1 Canal is owned and maintained by ITID. The M-1 Canal traverses through the Village of Royal Palm Beach to ITID's Amil gate at the C-51 Canal. Again, see Figure 3 for an overall perspective of ITID's M-1 Basin drainage facilities. The 40th Street Structure has six operable gates. Each gate is independent of the other gates. Typically, the four gates on the north face of the structure are the only ones used. The structures' capacity is limited by a 60" RCP pipe outfall. This structure is typically used as the gravity bleeder structure to control water at the permitted wet season control elevation. In the dry season the structure is typically closed. Normal operations are to use this structure for wet season bleed down after storms and pre-storm drawdown. During a major event and for about two days after a major event (as jointly determined by ITID and South Florida Water Management District [SFWMD] when conditions exceed their Memorandum of Agreement [MOA] dated July 10, 1997) this structure is closed.

3. The Roach Structure. This structure, that is named after the previous landowner, is comprised of gated twin 84-inch reinforced concrete pipes. The Roach Structure is normally closed. Its primary uses are pre-storm drawdown and post-storm flooding relief. Its capacity is about triple that of the 40th Street Structure. Due to the larger pipes, it is typically opened for post-storm relief after the 40th Street Structure is opened. This delayed opening is due to restrictive tailwater in SFWMD's C-51 Canal.

Both the 40th Street and Roach Structures discharge into ITID's M-1 Canal south of the M-1 Basin. This section of the M-1 Canal transects the Village of Royal Palm Beach and accepts discharges from the Village through to ITID's Discharge structures at SFWMD's M-1 Canal. There is one D-710 Amil Gate and four operable ITID gates at this location.

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The Upper M-1 Basin Facilities:

There are approximately 83 miles of canals in the Upper Basin and numerous road crossings with culverts. Road drainage is typically via swales with a "drop culvert" at canal connection points. These "drop culverts" are typically 15" to 24" diameter culverts mounded over with dirt to retard erosion. Some paved roads have inlets and pipes at the canal intersections.

Offsite discharges into the Upper Basin are via three 44,000 gpm (three 98.04 CFS) pumps from the Lower M-1 Basin, a 72" gated culvert from the Southeast Corbett Area, and gravity control structures from Northlake Boulevard and School "H" (Pierce Hammock Elementary).

Discharges from the Upper M-1 Basin are via two facilities:

1. Pump Station #3. This is a 500,000 gpm (1,114.08 CFS) pump station comprised of five 100,000 gpm pumps. There is no electric power source. The pumps are runoff from five generators housed within the pump house. This facility pumps from the Upper M-1 Basin into the 720-acre M-1 Impoundment. The discharges from the M-1 Impoundment are through two operable gated riser structures and are limited to 274 cfs by permit. The discharges from these two structures are conveyed via ITID's Outfall Canal to SFWMD's L-8 Canal.

2. Pump Station #2 Bypass. There are two gated bypasses: an 84" Corrugated Metal Pipe (CMP) and a 7' x 9' concrete box culvert which allow flow by gravity from the Upper Basin to the Lower Basin. These structures are utilized for stage equalization in the dry season and for

gravity drawdown of the Upper Basin to the Lower Basin in the wet season. There are two operable gates on the 84" riser structure and one operable gate on the 7' x 9' box culvert.

The Proposed 640-Acre M-1 Impoundment Expansion

The proposed 640-Acre M-1 Impoundment is adjacent to and on the east boundary of the existing 720-acre Impoundment. The 640 acres have been donated to ITID by Indian Trail Groves as part of a Palm Beach County "Public Benefits" requirement. This expansion will significantly enhance the M-1 Basin's capacity to manage stormwater, provide flood protection, and support aquifer recharge.

Key features and objectives of the 640-Acre Impoundment Expansion include:

- Expansion of total impoundment storage by approximately 2,200 acre-feet (ultimate increase to approximately 5,000 acre-feet), supplementing the existing 2,144 acre-feet in the 720-acre impoundment.
- Enhanced flood protection for M-1 Basin residents by storing excess runoff during major storm events.
- Dry-season water storage capability, allowing delivery of fresh water into the canal system to recharge canals for fire protection and domestic well recharge.
- Hydraulic connectivity with the existing 720-acre Impoundment via operable control structures, while maintaining physical separation to optimize operational flexibility.
- Potential delivery of excess water to the adjacent Moss property (part of J.W. Corbett Wildlife Management Area) during wet and dry seasons, providing environmental benefits.

The design approach will involve the construction of an internal perimeter canal with excavated fill used for a surrounding levee. Conceptual design options range from an at-grade impoundment (storing approximately 4 feet of water for approximately 2,200 acre-feet of storage) to an excavated lake storing water from elevation 16' NGVD up to 24.5' NGVD. The final design approach will be determined through geotechnical and engineering studies and regulatory consultation.

The conceptual hydraulic configuration for the expansion is as follows:

- Existing 1,100 cfs pumps from the M-1 Basin (Pump Station #3) will pump into the existing 720-acre Impoundment.
- An operable control structure (two gates) will be constructed between the 720-acre Impoundment and the new 640-acre Impoundment.
- An additional operable control structure will be constructed from the 640-acre Impoundment back to the M-1 Basin, discharging to the M-0 Canal upstream of the existing 1,100 cfs pump station.

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Section IV. Engineering Capacity and Design for Surface Water Management

Existing System Capacity

The ITID M-1 Basin has a fully operational drainage system capable of discharging up to approximately 1,850 cfs (1,100 cfs from the existing impoundment pump station and 750 cfs through the Village of Royal Palm Beach). However, the SFWMD permit limits peak discharge (when certain stages are exceeded) to 274 cfs but allows an additional 200 cfs to the C-51 Canal unless SFWMD contacts Indian Trail to temporarily stop this additional permitted rate. This 274 cfs is equivalent to 0.268 inches per day (approximately 1/4 inch per day) during periods when SFWMD restricts M-1 Basin discharge. The addition of 640 acres to the M-1 Drainage Basin area will require modification of the SFWMD permit to increase the discharge rate by 26.9 cfs to 300.9 cfs.

The existing 720-acre M-1 Impoundment can store approximately 2144 acre-feet up to its maximum elevation of 24.5' NGVD. This storage equates to 1.1 inches of storage for the M-1 Basin (excluding the Southeast Corbett area that retains its own runoff for later discharge).

Proposed 640-Acre Impoundment Design Parameters

The engineering design for the 640-acre expansion will be completed under DEP Agreement No. L0225. The following represent preliminary planning-level parameters and are subject to revision following geotechnical studies, hydraulic/hydrologic modeling, and regulatory consultation:

Parameter	Preliminary Value / Description
Expansion Area	640 acres (adjacent to and east of existing 720-acre impoundment)
Additional Storage (Planned)	~2,200 acre-feet, ultimate 5,000 acre-feet
Storage Elevations	16.0' NGVD to 24.5' NGVD (varies by design option)
Design Options Range	At-grade impoundment with perimeter levee (least cost) to fully excavated lake (maximum storage)
Estimated Project Cost Range	$10,000,000 to $50,000,000 (subject to final design selection)
Hydraulic Connection	Operable control structures to existing 720-acre impoundment and back to M-0 Canal
Project Location	Palm Beach County, FL; Lat/Long: 26.8077, -80.3810

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Note: All figures above are for planning purposes only. No final engineering studies or permitted plans have been completed as of the date of this Water Control Plan. The design, engineering, and permitting work funded under DEP Agreement No. L0225 will produce the final plans, specifications, and bid documentation necessary for construction authorization.

Estimated Project Timeline

The institutional and regulatory process is anticipated to take at least 5 years before the District could consider financing options for construction. Construction will require between 1 and 10 years depending on the option selected and the disposition of excavated material. The grant-funded design and permitting work is scheduled to be completed by September 30, 2027 per the Grant Work Plan.

Potable Water and Wastewater

The 640-acre Impoundment area is undeveloped agricultural land. No potable water supply or wastewater collection facilities are proposed for the impoundment area. Domestic water and wastewater services in the broader M-1 Basin are provided by the Palm Beach County Water Utilities Department.

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Section V. Environmental and Water Quality Programs

The SFWMD includes regulations requiring Best Management Practices for water quality. All design and construction activities for the 640-acre M-1 Impoundment Expansion will comply with applicable SFWMD and FDEP water quality requirements.

The water quality condition of surface water discharge is monitored pursuant to the National Pollutant Discharge Elimination System (NPDES) permit as issued by the Florida Department of Environmental Protection. All permits and annual reports applicable to the M-1 Basin surface water management system are incorporated herein by reference.

Environmental programs and considerations for the expansion include:

- The 640-acre parcel is agricultural use land. The landowner has represented that all wetland issues are settled for this agricultural use. Environmental Site Assessments (Phase 1 & 2), Cultural Resource surveys (Phase 1 & 2), Threatened and Endangered Species surveys, and Wetland delineation will be completed as part of the pre-construction activities funded under DEP Agreement No. L0225.
- Water quality benefits of the expansion include: reduced peak discharges to SFWMD permitted canals, increased residence time for stormwater treatment, and improved aquifer recharge for the over 30,000 residents dependent on domestic wells.
- The expanded impoundment is anticipated to provide environmental flow benefits to the adjacent Moss property (part of the J.W. Corbett Wildlife Management Area) during both wet and dry seasons when excess water is available.

- A pilot pumping program from the existing M-1 Impoundment to the Moss property for rehydration has already been tested under a prior FDEP permit. The 640-acre expansion will further enhance this environmental benefit.

ITID is committed to incorporating best available science for water quality protection into the design and operation of the expanded impoundment system. Specific water quality monitoring requirements will be established as part of the SFWMD permit modification process.

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Section VI. A map and narrative description of any area outside the water control district's legal boundary for which the district provides services.

ITID provides legal positive outfall to several areas outside of its activated Units of Development. The 640-acre Impoundment Expansion does not alter these existing service areas. A brief description of each follows:

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A. J.W. Corbett Wildlife Management Area.

There are two areas of inflow from the JW Corbett Area:

1. An area of approximately 3,996 acres in the southeast corner of the JW Corbett Area. This area has control structures in the JW Corbett Area to attenuate flow. This discharge is to moderate water stages within the natural area. ITID also has a sluice gate that can be shut in rare cases of very high stages to reduce flooding in its active units. The JW Corbett Area discharge is into ITID's "M-0" Canal east of its "L" Canal

2. West of ITID's M-1 Impoundment. There are two overflow structures from the JW Corbett Area into ITID's outfall canal that discharge for bleeddown purposes and in times of flooding conditions in the JW Corbett Area. Discharge from these overflow structures do not affect the residents in any activated unit of development.

These inflows into ITID's facilities are a result of government agency cooperation and are not governed by a contractual agreement.

B. Rustic Lakes (AKA Kramer Property).

This area is just to the east of Bay Hill Estates and is comprised of approximately 331 acres. ITID accepts this drainage as part of a contractual agreement with the Property Owners Association. Rustic Lakes pumps their discharge at a rate of 24.35 CFS into a drainage ditch that conveys excess runoff to a control structure owned and operated by ITID. This control structure and the pump can be shut off on an as needed basis.

C. Northlake Boulevard.

That portion of Northlake Boulevard that is east of Grapeview Boulevard and east of Bay Hill Estates drains into ITID's surface water management system via a series of conveyance culverts and a stormwater treatment pond with a control structure. This discharge is the result of a permit from ITID to Palm Beach County.

D. Southeast Corbett Area.

Estimated 3,996-acre natural preserve area discharging via a gated 72" corrugated aluminum pipe into the M-0 Canal, Unit of Development 5.

E. Royal Pines Natural Area.

ITID accepts the flood water overflow from this area. This occurs infrequently, but can occur for single large rainfall events or in extended periods of excess rainfall.

The above six areas are graphically depicted in Exhibit "A".

Section VII. The following capital improvements and services are planned or underway within the 5-year horizon of this Water Control Plan:

640-Acre M-1 Basin Impoundment Expansion (Priority Project)

This is the primary capital improvement addressed by this Water Control Plan update. Funded in part by DEP Agreement No. L0225 ($450,000 state grant), the following activities are planned:

Task	Description	Budget	Completion
Study (Task 1)	Modification of Water Control Plan and Engineer's Report; cost-benefit analysis; Board adoption	$115,000 ($34,000 match)	October 27, 2026
Preconstruction (Task 2)	Design and permitting: H&H modeling, topography surveys, geotechnical studies, levee and control structure design, regulatory permitting (SFWMD, Army Corps, FDEP)	$301,500 ($86,400 match)	September 27, 2027
Project Mgmt (Task 3)	Grant compliance, coordination of professional services, budget oversight, preparation of preliminary bid documents	$33,500 ($9,600 match)	September 27, 2027
TOTAL		**$450,000 ($130,000 match)**	

DRAFT

Following completion of the grant-funded design and permitting work, ITID will evaluate construction financing options. Grants will continue to be sought to reduce costs to the residents. The estimated total construction cost ranges from $10,000,000 to $50,000,000 depending on the construction approach selected.

Permitting Requirements

The following regulatory approvals will be required for the 640-Acre Impoundment Expansion:

- SFWMD Environmental Resource Permit modification — required for all water resource improvements.
- U.S. Army Corps of Engineers Section 404 Permit — likely required depending on determination of jurisdictional waters of the U.S.
- Florida Department of Environmental Protection — permit coordination as needed.

The full extent of regulatory requirements will not be known until permit applications are submitted. As the landowner has represented that wetland issues are settled for the agricultural use land, significant 404 permitting delays are not anticipated, though the regulatory process is expected to take at least 5 years in total.

DRAFT

Other Ongoing Programs and Improvements

- Maintenance of all existing canal, pump station, control structure, and roadway facilities will continue on an as-needed basis as budgeted annually by the Board of Supervisors.
- The Acreage Community Park expansion project is ongoing. Palm Beach County owns the property and leases it to ITID.
- Possible future improvements as a result of the Comprehensive Everglades Restoration Project are anticipated to be outside of the 5-year horizon of this Water Control Plan.

Section VIII. Administrative Structure of the Water Control District

The District is governed by a five-member Board of Supervisors. The Board employs an Executive Director responsible for day-to-day operations, a District Attorney as legal advisor, and a District Engineer who has control over all engineering works. The District has four officers: a President, a Vice-President, a Secretary, and a Treasurer.

The Executive Director oversees the following divisions:

A. Director of Operations and Maintenance. Responsible for all maintenance of District facilities and infrastructure, including roadways, drainage, and utilities, and directs all in-house construction projects.

B. Director of Parks and Recreation. Responsible for directing recreation programs and day-to-day maintenance and scheduling of park facilities.

C. Administrative Staff. Report directly to the Executive Director to support the direction of the Governing Board. This staff supports day-to-day administration and human resources needs of the District.

D. Director of Finance. Reports to the Executive Director with specific functions outside of general administration; responsible for financial management and reporting.

DRAFT

Method of Financing

Several alternative methods of funding the proposed M-1 Basin Impoundment Expansion improvements are available to ITID in accordance with District policy and applicable state statutes:

A. State and Federal Grants. ITID is actively pursuing grant funding to offset construction costs. DEP Agreement No. L0225 provides $450,000 in state funding for the design and permitting phase. Additional grants will be sought for construction.

B. Donations by the Landowner. Indian Trail Groves has agreed to donate the 640-acre parcel to ITID as a Public Benefit condition.

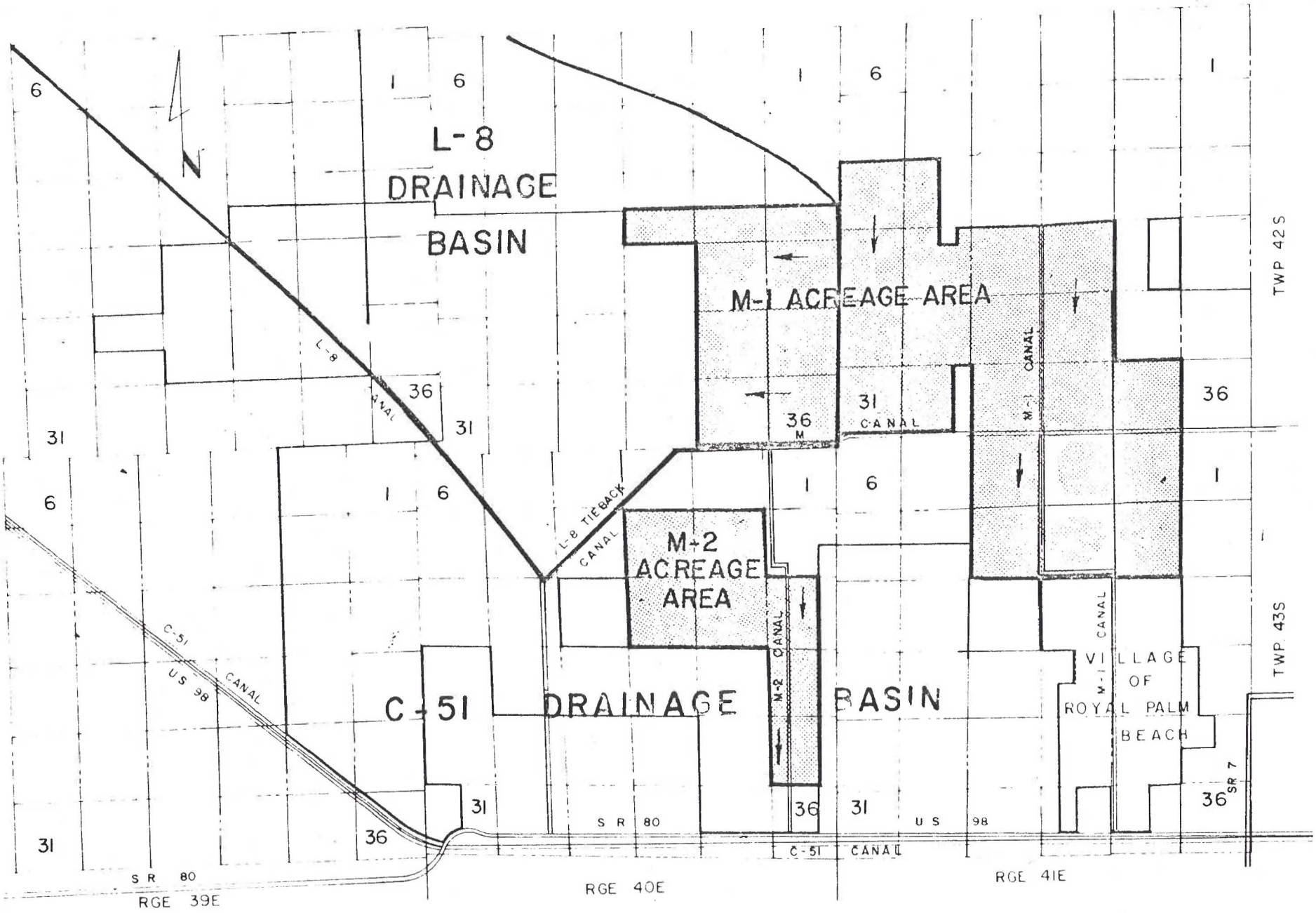
C. Funding to ITID by Landowner(s) for construction of required improvements.

D. Construction utilizing the sale of ITID bonds, with the bonds being repaid from annual assessments to the benefited lands within the District until the indebtedness is retired.

E. Combination of the above alternatives, with advanced funds potentially reimbursed to landowners from bond sales, assessments, or loans.

The final financing approach will be determined following completion of the design and permitting work and evaluation of the construction cost estimates.

DRAFT



MAJOR DRAINAGE BASINS
INDIAN TRAIL WATER CONTROL DISTRICT

FIGURE 6

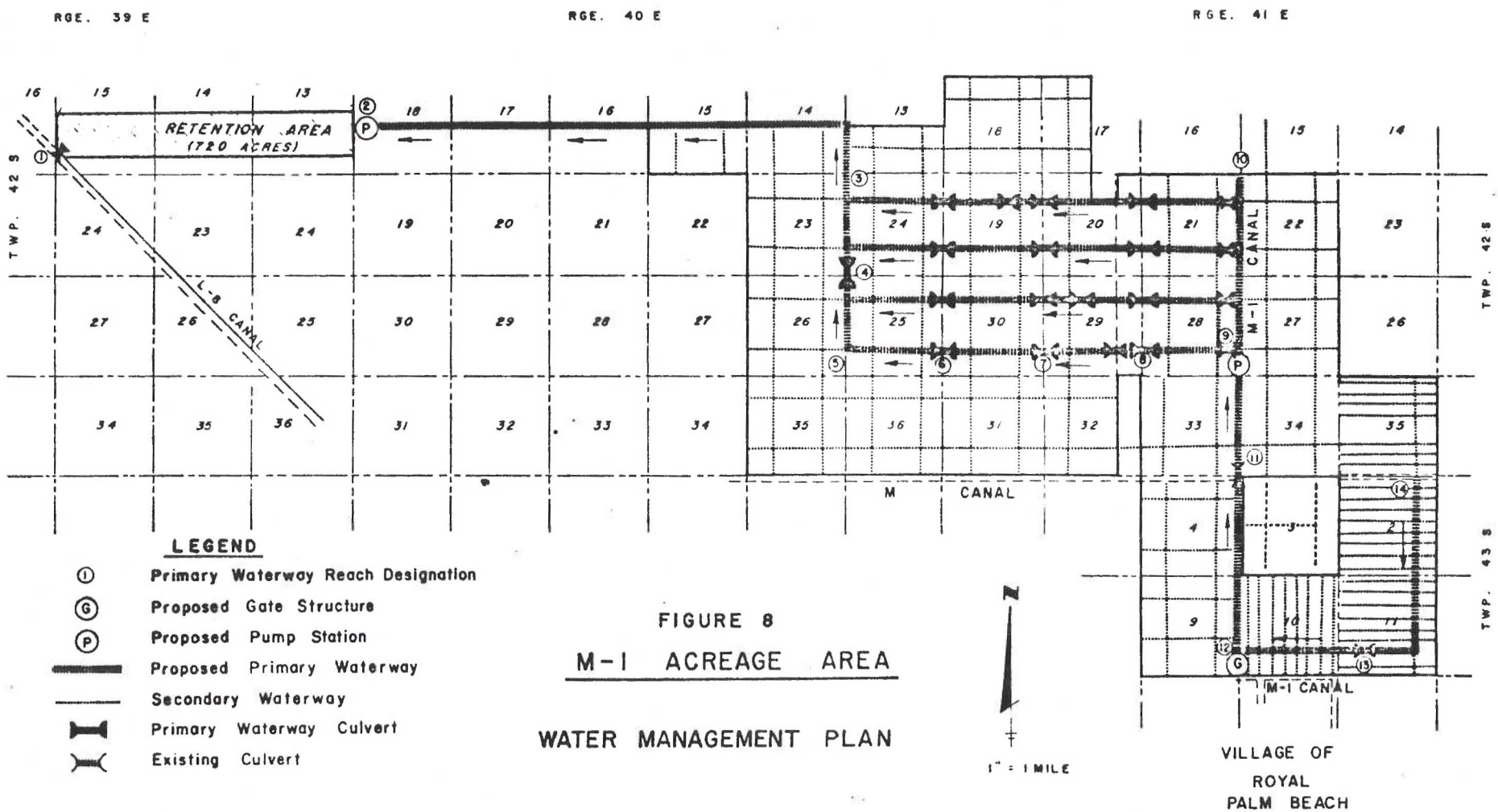
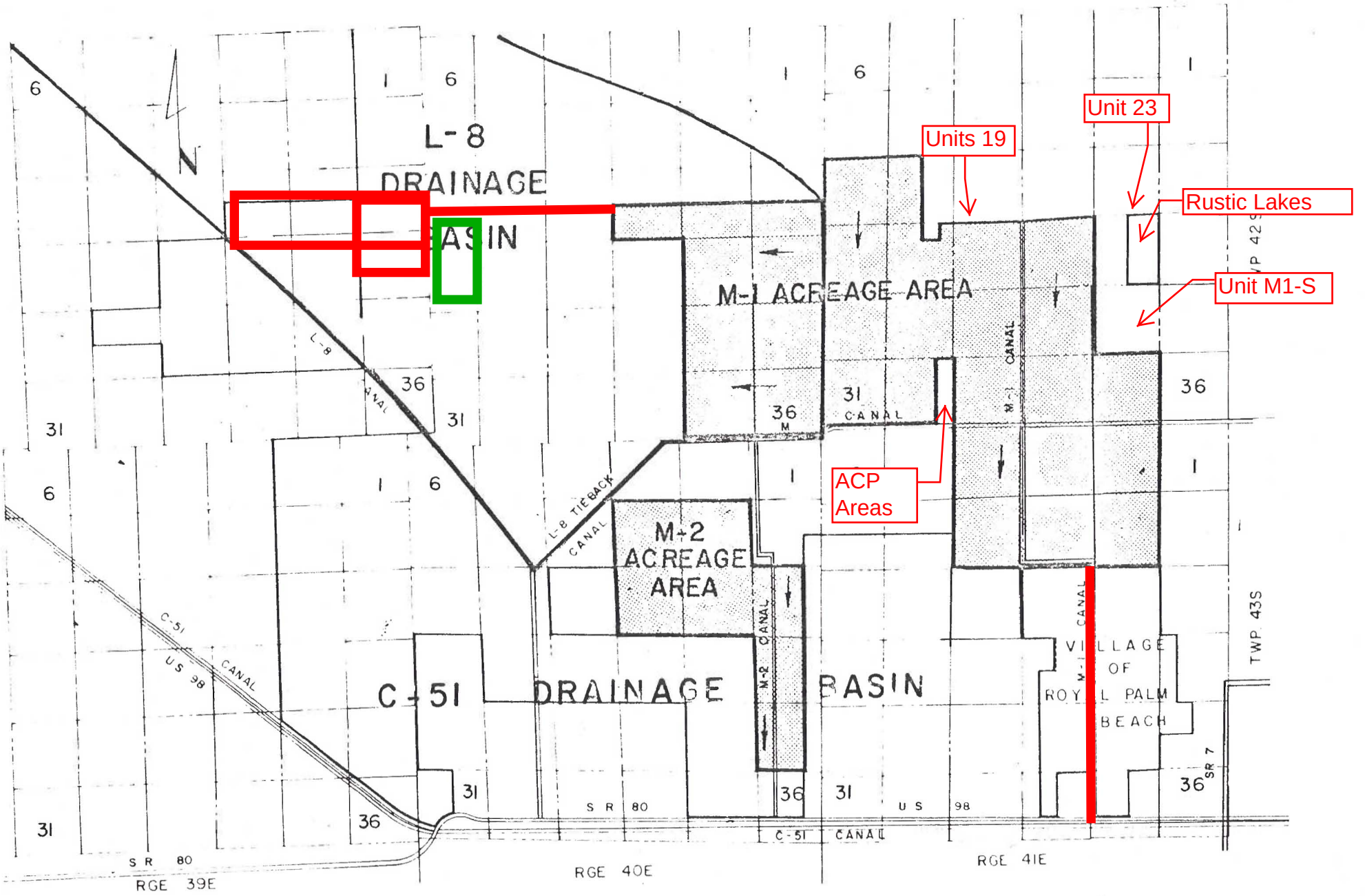


FIGURE 8

M-1 ACREAGE AREA

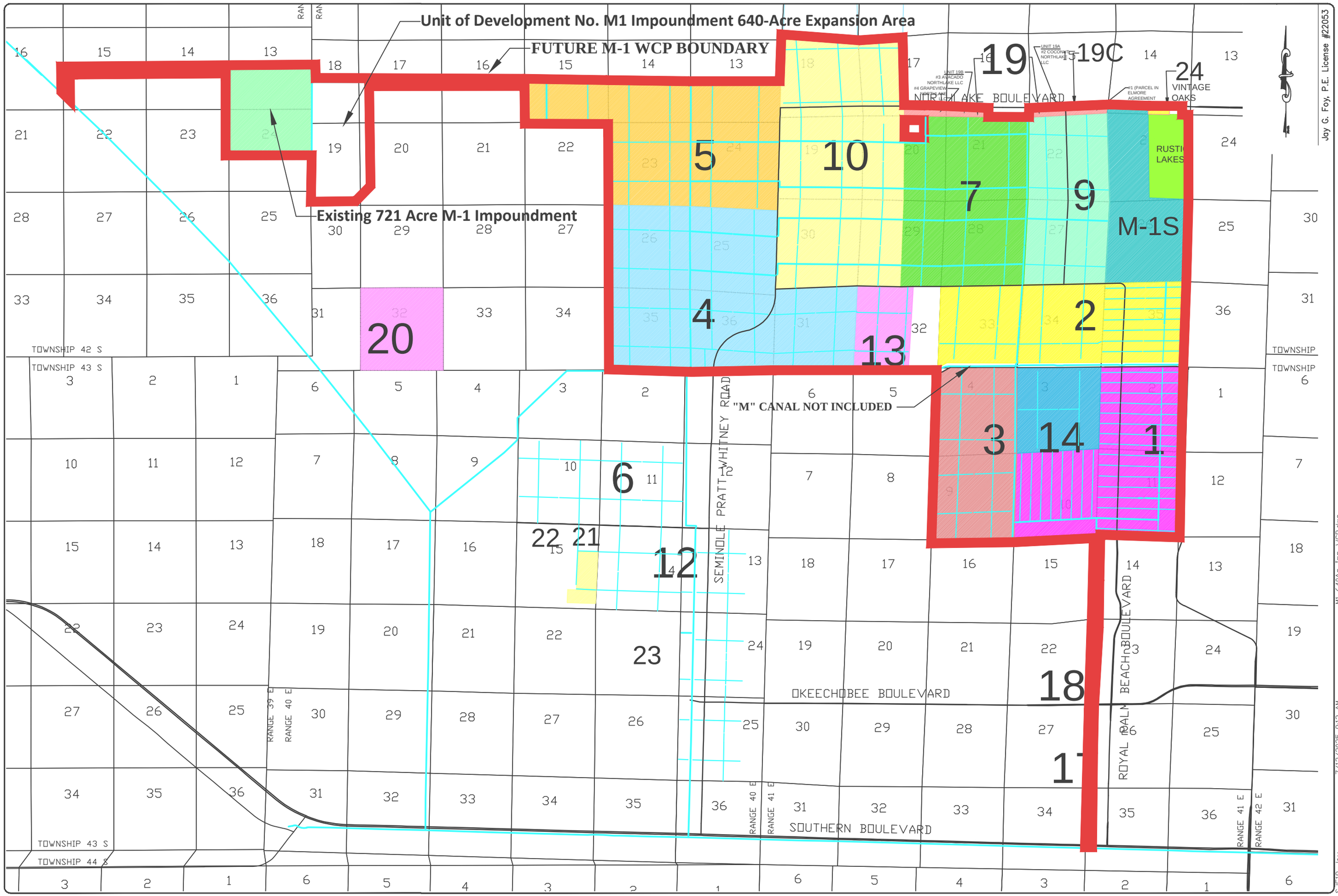
WATER MANAGEMENT PLAN



MAJOR DRAINAGE BASINS
INDIAN TRAIL WATER CONTROL DISTRICT

FIGURE 6

EXHIBIT "D"



Joy G. Foy, P.E. License #22053

STORMWATERJ ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph (561)242-0028 • Fax (561)242-0109
storm@sjeh.com

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INDIAN TRAIL IMPROVEMENT DISTRICT
M-1 BASIN WITH 640 AC IMPOUNDMENT
DRAINAGE BASIN AREA

M1_640Ac_Imp_WCP.dwg

DATE	DRAWN	CHECKED
12/18/20	HKF	JGF

SHEET NO. 1 / 1

JOB NO. 91084.016

7/13/2025 8:13 AM SJE19 - Joy

AGENDA ITEM NO. 13.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Reports
AGENDA SECTION:	**STAFF PRESENTATIONS (No Action Required)**
SUBJECT:	PBC Stop Sign Study
BACKGROUND:	PBC has authority over traffic control. Stop signs are traffic control. At ITID's request, the County updated our stop sign study and found an additional 5 four way (AKA all way) stops are justified. One of the locations already has a 4 way stop. Five locations do not meet the required warrants for 4 way stop signs.
FISCAL IMPACT:	Staff time to install signs and the purchase of the signs.
RECOMMENDATION:	The Board previously directed staff to pursue 4 way stops at 11 locations. The County update allows for 5 new 4 way stops. Unless directed otherwise, staff will proceed with the additional PBC authorized stops.

ATTACHMENTS:
2026_0313_PBC-ITIS-All Way Stop Studies - 11 Intersections.pdf
2026_0313_PBC-ITIS-All Way Stop Studies - 11 Locations.pdf

All Way Stop Studies
ITID Roads
Traffic Data on 10/7/2025

No	Intersection	Stop Signs	Type	Lanes	N/S Speed	E/W Speed	N/S Volume	E/W Volume	Volume Warrant Met?	Paved Lanes	Angle Crashes/1 Yr	Angle Crashes/3 Yrs	Crash Warrant Met?	Convert to 4-Way Stop?	4-Way Stop Recommendation (Based on crash & volume warrants)
1	Mandarin Blvd & Hamlin Blvd	N/S	4-Legs	1x1	40	40	1,813	2,977	NO	Yes	3	6	Yes	YES	crash warrant & minor road volumes
2	Mandarin Blvd & Temple Blvd	E/W	4-Legs	1x1	40	40	3,225	1,061	NO	Yes	2	2	No	NO	crash & volume warrants not met
3	Hall Blvd & Citrus Grove Blvd	E/W	4-Legs	1x1	40	40	3,112	1,511	NO	Yes	6	10	Yes	YES	crash warrant & minor road volumes
4	Hall Blvd & Temple Blvd	4-Way	4-Legs	1x1	40	40	4,032	1,178	NO	Yes	5	7	Yes	4-Way	crash warrant & minor road volumes
5	Hall Blvd & Key Lime Blvd	E/W	4-Legs	1x1	40	40	3,224	1,855	NO	Yes	5	12	Yes	YES	crash warrant & minor road volumes
6	140th Ave N & Citrus Grove Blvd	E/W	4-Legs	1x1	40	40	2,680	1,515	NO	Yes	3	4	No	NO	crash & volume warrants not met
7	140th Ave N & Temple Blvd	E/W	4-Legs	1x1	40	40	2,621	1,270	NO	Yes	2	3	No	NO	crash & volume warrants not met
8	140th Ave N & Key Lime Blvd	E/W	4-Legs	1x1	40	40	2,877	2,201	NO	Yes	6	10	Yes	YES	crash warrant & minor road volumes
9	Avocado Blvd & Key Lime Blvd	N/S	4-Legs	1x1	30	40	1,134	2,046	NO	Yes	4	7	Yes	YES	crash warrant & minor road volumes
10	Coconut Blvd & Orange Grove Blvd	N/S	4-Legs	1x1	40	40	652	3,243	NO	Yes	3	7	Yes	NO	low minor road volumes
11	120th Ave N & Tangerine Blvd	N/S	4-Legs	1x1	30	40	360	2,054	NO	Yes	2	2	No	NO	crash & volume warrants not met

Notes:

Crash Warrant for 4-leg intersections is 5 correctable crashes in one year, or 6 correctable crashes in 3 years.

Volume Warrant for 4-leg intersections and posted speed less than 45 mph is 300 vph for major & 200 vph for minor roads - Minimum 8 hours meeting volume thersholds per day.

1 - Mandarin Blvd & Hamlin Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	Mandarin Blvd	Hamlin Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Minor/Stop	Major/Free	
Posted Speed (MPH)	40	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	200	300	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	5	12	NO
1:00 AM	1	6	NO
2:00 AM	3	4	NO
3:00 AM	5	12	NO
4:00 AM	20	39	NO
5:00 AM	41	111	NO
6:00 AM	151	133	NO
7:00 AM	152	142	NO
8:00 AM	122	134	NO
9:00 AM	86	98	NO
10:00 AM	66	100	NO
11:00 AM	102	108	NO
12:00 PM	78	112	NO
1:00 PM	107	135	NO
2:00 PM	98	141	NO
3:00 PM	116	180	NO
4:00 PM	134	226	NO
5:00 PM	138	356	NO
6:00 PM	159	385	NO
7:00 PM	85	278	NO
8:00 PM	66	140	NO
9:00 PM	36	63	NO
10:00 PM	32	37	NO
11:00 PM	10	25	NO
Total	1,813	2,977	0

Approach Traffic Volume

NA	SA	EA	WA
1	4	12	0
0	1	2	4
0	3	3	1
4	1	1	11
4	16	1	38
25	16	3	108
78	73	22	111
65	87	66	76
55	67	54	80
35	51	50	48
20	46	52	48
32	70	65	43
24	54	70	42
43	64	70	65
40	58	98	43
46	70	119	61
43	91	181	45
42	96	182	174
33	126	259	126
21	64	146	132
20	46	104	36
11	25	59	4
7	25	34	3
3	7	22	3
652	1,161	1,675	1,302

Notes:

Total Correctable Crashes in 1 Year:	**3**	**No**
Total Correctable Crashes in 3 Years:	**6**	**Yes**
Total Hours that met MUTCD Volumes:	**0**	**No**
Warrant A: Crash Warrant Met?		**YES**
Warrant D: Traffic Volume Warrant Met?		**NO**

Convert to All-Way Stop? **YES** **Reason: crash warrant & minor road volumes**

2 - Mandarin Blvd & Temple Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/8/2025

INTERSECTION	Mandarin Blvd	Temple Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Major/Free	Minor/Stop	
Posted Speed (MPH)	40	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	300	200	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	12	1	NO
1:00 AM	11	1	NO
2:00 AM	4	0	NO
3:00 AM	4	0	NO
4:00 AM	16	4	NO
5:00 AM	57	24	NO
6:00 AM	189	68	NO
7:00 AM	244	55	NO
8:00 AM	187	68	NO
9:00 AM	185	50	NO
10:00 AM	145	49	NO
11:00 AM	183	38	NO
12:00 PM	125	38	NO
1:00 PM	199	61	NO
2:00 PM	193	97	NO
3:00 PM	254	98	NO
4:00 PM	233	120	NO
5:00 PM	266	88	NO
6:00 PM	240	64	NO
7:00 PM	166	56	NO
8:00 PM	145	49	NO
9:00 PM	103	23	NO
10:00 PM	47	7	NO
11:00 PM	17	2	NO
Total	3,225	1,061	0

Approach Traffic Volume

NA	SA	EA	WA
4	8	1	0
4	7	1	0
0	4	0	0
4	0	0	0
11	5	4	0
37	20	20	4
134	55	45	23
141	103	30	25
112	75	32	36
103	82	24	26
91	54	34	15
96	87	34	4
65	60	26	12
107	92	47	14
88	105	77	20
131	123	79	19
115	118	84	36
114	152	78	10
111	129	49	15
83	83	32	24
77	68	33	16
37	66	14	9
18	29	5	2
7	10	2	0
1,690	1,535	751	310

Notes:

Total Correctable Crashes in 1 Year:	**2**	**No**
Total Correctable Crashes in 3 Years:	**2**	**No**
Total Hours that met MUTCD Volumes:	**0**	**No**
Warrant A: Crash Warrant Met?		**NO**
Warrant D: Traffic Volume Warrant Met?		**NO**

Convert to All-Way Stop? **NO** **Reason: crash & volume warrants not met**

3 - Hall Blvd & Citrus Grove Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	Hall Blvd	Citrus Grove Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Major/Free	Minor/Stop	
Posted Speed (MPH)	40	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	300	200	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	13	5	NO
1:00 AM	8	1	NO
2:00 AM	11	0	NO
3:00 AM	11	4	NO
4:00 AM	25	2	NO
5:00 AM	68	17	NO
6:00 AM	171	72	NO
7:00 AM	258	304	NO
8:00 AM	217	130	NO
9:00 AM	205	63	NO
10:00 AM	175	64	NO
11:00 AM	156	72	NO
12:00 PM	141	52	NO
1:00 PM	160	79	NO
2:00 PM	170	72	NO
3:00 PM	225	87	NO
4:00 PM	257	118	NO
5:00 PM	266	109	NO
6:00 PM	195	117	NO
7:00 PM	142	61	NO
8:00 PM	97	35	NO
9:00 PM	75	24	NO
10:00 PM	35	17	NO
11:00 PM	31	6	NO
Total	3,112	1,511	0

Approach Traffic Volume

NA	SA	EA	WA
8	5	4	1
6	2	0	1
4	7	0	0
1	10	1	3
9	16	1	1
7	61	2	15
52	119	12	60
114	144	30	274
80	137	64	66
86	119	32	31
66	109	35	29
78	78	25	47
75	66	26	26
85	75	35	44
89	81	48	24
130	95	49	38
168	89	69	49
197	69	65	44
129	66	85	32
99	43	35	26
65	32	25	10
55	20	12	12
22	13	12	5
22	9	2	4
1,647	1,465	669	842

Notes:

Total Correctable Crashes in 1 Year:	**6**	**Yes**
Total Correctable Crashes in 3 Years:	**10**	**Yes**
Total Hours that met MUTCD Volumes:	**0**	**No**
Warrant A: Crash Warrant Met?		**YES**
Warrant D: Traffic Volume Warrant Met?		**NO**

Convert to All-Way Stop? **YES** **Reason: crash warrant & minor road volumes**

4 - Hall Blvd & Temple Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	Hall Blvd	Temple Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?	Approach Traffic Volume				Reverse Major & Minor
Stop Direction	Major/Free	Major/Free						
Posted Speed (MPH)	40	40						
Speed Adj Fact	100%	100%						
Min Hourly Volume	300	300						
Start Time	NA & SA	EA & WA	YES/NO	NA	SA	EA	WA	
12:00 AM	10	3	NO	7	3	0	3	NO
1:00 AM	9	2	NO	6	3	2	0	NO
2:00 AM	7	1	NO	5	2	0	1	NO
3:00 AM	9	1	NO	1	8	0	1	NO
4:00 AM	16	5	NO	4	12	3	2	NO
5:00 AM	49	16	NO	10	39	2	14	NO
6:00 AM	1084	51	NO	51	1033	5	46	NO
7:00 AM	257	151	NO	104	153	8	143	NO
8:00 AM	275	117	NO	105	170	31	86	NO
9:00 AM	122	55	NO	111	11	29	26	NO
10:00 AM	183	63	NO	80	103	20	43	NO
11:00 AM	174	41	NO	77	97	18	23	NO
12:00 PM	161	58	NO	81	80	24	34	NO
1:00 PM	170	49	NO	79	91	24	25	NO
2:00 PM	191	71	NO	91	100	34	37	NO
3:00 PM	234	80	NO	122	112	42	38	NO
4:00 PM	243	110	NO	149	94	47	63	NO
5:00 PM	242	85	NO	153	89	54	31	NO
6:00 PM	205	89	NO	124	81	43	46	NO
7:00 PM	141	43	NO	81	60	21	22	NO
8:00 PM	100	42	NO	64	36	18	24	NO
9:00 PM	82	26	NO	53	29	12	14	NO
10:00 PM	38	15	NO	21	17	11	4	NO
11:00 PM	30	4	NO	19	11	2	2	NO
Total	**4,032**	**1,178**	**0**	**1,598**	**2,434**	**450**	**728**	**0**

Notes:

Total Correctable Crashes in 1 Year:	**5**	**Yes**
Total Correctable Crashes in 3 Years:	**7**	**Yes**
Total Hours that met MUTCD Volumes:	**0**	**No**
Warrant A: Crash Warrant Met?		**YES**
Warrant D: Traffic Volume Warrant Met?		**NO**
Convert to All-Way Stop?	**4-Way Stops**	**Reason: crash warrant & minor road volumes**

5 - Hall Blvd & Key Lime Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	Hall Blvd	Key Lime Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Major/Free	Minor/Stop	
Posted Speed (MPH)	40	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	300	200	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	11	1	NO
1:00 AM	9	1	NO
2:00 AM	3	1	NO
3:00 AM	8	3	NO
4:00 AM	17	13	NO
5:00 AM	41	23	NO
6:00 AM	152	88	NO
7:00 AM	300	276	YES
8:00 AM	171	161	NO
9:00 AM	143	95	NO
10:00 AM	155	76	NO
11:00 AM	183	53	NO
12:00 PM	179	72	NO
1:00 PM	208	82	NO
2:00 PM	251	113	NO
3:00 PM	258	130	NO
4:00 PM	270	158	NO
5:00 PM	269	145	NO
6:00 PM	201	156	NO
7:00 PM	154	81	NO
8:00 PM	111	61	NO
9:00 PM	68	38	NO
10:00 PM	34	21	NO
11:00 PM	28	7	NO
Total	3,224	1,855	1

Approach Traffic Volume

NA	SA	EA	WA
8	3	0	1
6	3	1	0
1	2	0	1
3	5	0	3
10	7	4	9
16	25	9	14
80	72	17	71
110	190	57	219
89	82	63	98
73	70	41	54
90	65	36	40
94	89	27	26
93	86	31	41
107	101	42	40
126	125	64	49
140	118	67	63
175	95	92	66
184	85	86	59
126	75	93	63
88	66	40	41
68	43	29	32
42	26	21	17
15	19	15	6
17	11	3	4
1,761	**1,463**	**838**	**1,017**

Notes:

Total Correctable Crashes in 1 Year:	**5**	**Yes**
Total Correctable Crashes in 3 Years:	**12**	**Yes**
Total Hours that met MUTCD Volumes:	**1**	**No**
Warrant A: Crash Warrant Met?		**YES**
Warrant D: Traffic Volume Warrant Met?		**NO**

Convert to All-Way Stop? YES Reason: crash warrant & minor road volumes

6 - 140th Ave N & Citrus Grove Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	140th Ave N	Citrus Grove Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Major/Free	Minor/Stop	
Posted Speed (MPH)	40	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	300	200	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	7	6	NO
1:00 AM	3	2	NO
2:00 AM	3	0	NO
3:00 AM	11	1	NO
4:00 AM	18	2	NO
5:00 AM	47	24	NO
6:00 AM	146	95	NO
7:00 AM	222	284	NO
8:00 AM	157	118	NO
9:00 AM	91	77	NO
10:00 AM	103	48	NO
11:00 AM	108	71	NO
12:00 PM	129	63	NO
1:00 PM	139	75	NO
2:00 PM	154	70	NO
3:00 PM	229	116	NO
4:00 PM	253	125	NO
5:00 PM	340	114	NO
6:00 PM	215	87	NO
7:00 PM	98	62	NO
8:00 PM	99	31	NO
9:00 PM	66	31	NO
10:00 PM	28	7	NO
11:00 PM	14	6	NO
Total	2,680	1,515	0

Approach Traffic Volume

NA	SA	EA	WA
6	1	4	2
1	2	2	0
1	2	0	0
2	9	1	0
5	13	1	1
10	37	5	19
37	109	15	80
72	150	37	247
67	90	35	83
47	44	27	50
50	53	21	27
51	57	25	46
77	52	25	38
71	68	36	39
101	53	37	33
168	61	57	59
174	79	59	66
266	74	70	44
167	48	52	35
57	41	36	26
61	38	17	14
47	19	19	12
18	10	3	4
11	3	3	3
1,567	1,113	587	928

Notes:

Total Correctable Crashes in 1 Year:	3	No
Total Correctable Crashes in 3 Years:	4	No
Total Hours that met MUTCD Volumes:	0	No
Warrant A: Crash Warrant Met?		NO
Warrant D: Traffic Volume Warrant Met?		NO
Convert to All-Way Stop?	NO	Reason: crash & volume warrants not met

7 - 140th Ave N & Temple Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	140th Ave N	Temple Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Major/Free	Minor/Stop	
Posted Speed (MPH)	40	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	300	200	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	7	6	NO
1:00 AM	3	2	NO
2:00 AM	4	2	NO
3:00 AM	6	3	NO
4:00 AM	14	6	NO
5:00 AM	35	16	NO
6:00 AM	132	90	NO
7:00 AM	200	227	NO
8:00 AM	156	98	NO
9:00 AM	117	56	NO
10:00 AM	102	48	NO
11:00 AM	113	59	NO
12:00 PM	137	52	NO
1:00 PM	152	58	NO
2:00 PM	135	81	NO
3:00 PM	226	101	NO
4:00 PM	252	93	NO
5:00 PM	308	98	NO
6:00 PM	208	69	NO
7:00 PM	108	46	NO
8:00 PM	95	28	NO
9:00 PM	68	18	NO
10:00 PM	28	10	NO
11:00 PM	15	3	NO
Total	2,621	1,270	0

Approach Traffic Volume

NA	SA	EA	WA
6	1	3	3
1	2	0	2
1	3	1	1
2	4	0	3
6	8	0	6
14	21	4	12
47	85	15	75
80	120	40	187
79	77	25	73
54	63	20	36
63	39	23	25
56	57	26	33
78	59	22	30
78	74	20	38
83	52	46	35
148	78	46	55
176	76	52	41
237	71	55	43
146	62	29	40
54	54	22	24
53	42	15	13
40	28	10	8
13	15	7	3
7	8	2	1
1,522	1,099	483	787

Notes:

Total Correctable Crashes in 1 Year:	2	No
Total Correctable Crashes in 3 Years:	3	No
Total Hours that met MUTCD Volumes:	0	No
Warrant A: Crash Warrant Met?		NO
Warrant D: Traffic Volume Warrant Met?		NO
Convert to All-Way Stop?	NO	Reason: crash & volume warrants not met

8 - 140th Ave N & Key Lime Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	140th Ave N	Key Lime Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Major/Free	Minor/Stop	
Posted Speed (MPH)	40	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	300	200	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	5	0	NO
1:00 AM	4	1	NO
2:00 AM	6	1	NO
3:00 AM	7	7	NO
4:00 AM	12	10	NO
5:00 AM	34	30	NO
6:00 AM	139	171	NO
7:00 AM	232	440	NO
8:00 AM	182	184	NO
9:00 AM	132	95	NO
10:00 AM	119	70	NO
11:00 AM	115	67	NO
12:00 PM	147	98	NO
1:00 PM	151	108	NO
2:00 PM	164	141	NO
3:00 PM	254	152	NO
4:00 PM	284	164	NO
5:00 PM	326	157	NO
6:00 PM	218	117	NO
7:00 PM	118	79	NO
8:00 PM	111	56	NO
9:00 PM	78	35	NO
10:00 PM	29	16	NO
11:00 PM	10	2	NO
Total	2,877	2,201	0

Approach Traffic Volume

NA	SA	EA	WA
4	1	0	0
1	3	1	0
3	3	0	1
2	5	3	4
6	6	5	5
17	17	4	26
73	66	39	132
130	102	83	357
99	83	46	138
72	60	35	60
74	45	33	37
59	56	30	37
89	58	43	55
80	71	51	57
81	83	53	88
151	103	75	77
171	113	89	75
223	103	101	56
143	75	67	50
50	68	41	38
51	60	32	24
33	45	20	15
13	16	10	6
2	8	1	1
1,627	1,250	862	1,339

Notes:

Total Correctable Crashes in 1 Year:	6	Yes
Total Correctable Crashes in 3 Years:	10	Yes
Total Hours that met MUTCD Volumes:	0	No
Warrant A: Crash Warrant Met?		YES
Warrant D: Traffic Volume Warrant Met?		NO
Convert to All-Way Stop?	YES	Reason: crash warrant & minor road volumes

9 - Avocado Blvd & Key Lime Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/8/2025

INTERSECTION	Avocado Blvd	Key Lime Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Minor/Stop	Major/Free	
Posted Speed (MPH)	30	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	200	300	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	4	6	NO
1:00 AM	2	6	NO
2:00 AM	1	2	NO
3:00 AM	2	9	NO
4:00 AM	3	6	NO
5:00 AM	14	24	NO
6:00 AM	68	139	NO
7:00 AM	100	303	NO
8:00 AM	95	149	NO
9:00 AM	67	69	NO
10:00 AM	53	66	NO
11:00 AM	49	71	NO
12:00 PM	36	69	NO
1:00 PM	63	105	NO
2:00 PM	82	138	NO
3:00 PM	88	165	NO
4:00 PM	120	188	NO
5:00 PM	85	181	NO
6:00 PM	81	122	NO
7:00 PM	52	91	NO
8:00 PM	31	72	NO
9:00 PM	14	38	NO
10:00 PM	13	16	NO
11:00 PM	11	11	NO
Total	1,134	2,046	0

Approach Traffic Volume

NA	SA	EA	WA
2	2	5	1
1	1	4	2
0	1	1	1
1	1	5	4
3	0	2	4
12	2	8	16
42	26	56	83
62	38	52	251
53	42	38	111
24	43	20	49
14	39	33	33
30	19	30	41
20	16	43	26
42	21	53	52
44	38	72	66
52	36	111	54
63	57	122	66
57	28	132	49
50	31	85	37
25	27	59	32
17	14	38	34
8	6	26	12
8	5	13	3
6	5	7	4
636	498	1,015	1,031

Notes:

Total Correctable Crashes in 1 Year:	4	No
Total Correctable Crashes in 3 Years:	7	Yes
Total Hours that met MUTCD Volumes:	0	No
Warrant A: Crash Warrant Met?		YES
Warrant D: Traffic Volume Warrant Met?		NO

Convert to All-Way Stop? YES Reason: crash warrant & minor road volumes

10 - Coconut Blvd & Orange Grove Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/7/2025

INTERSECTION	Coconut Blvd	Orange Grove Blvd	Meet MUTCD
Stop Direction	Minor/Stop	Major/Free	Hourly
Posted Speed (MPH)	40	40	Volumes
Speed Adj Fact	100%	100%	for 4-Way
Min Hourly Volume	200	300	Stops?
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	2	12	NO
1:00 AM	1	4	NO
2:00 AM	0	6	NO
3:00 AM	1	6	NO
4:00 AM	3	17	NO
5:00 AM	12	55	NO
6:00 AM	38	183	NO
7:00 AM	54	222	NO
8:00 AM	50	208	NO
9:00 AM	24	152	NO
10:00 AM	22	156	NO
11:00 AM	42	156	NO
12:00 PM	40	160	NO
1:00 PM	33	184	NO
2:00 PM	36	200	NO
3:00 PM	58	270	NO
4:00 PM	60	300	NO
5:00 PM	61	313	NO
6:00 PM	46	220	NO
7:00 PM	24	170	NO
8:00 PM	22	118	NO
9:00 PM	12	65	NO
10:00 PM	6	35	NO
11:00 PM	5	31	NO
Total	652	3,243	0

Approach Traffic Volume

NA	SA	EA	WA
1	1	9	3
1	0	4	0
0	0	4	2
0	1	1	5
0	3	3	14
5	7	13	42
10	28	41	142
29	25	70	152
33	17	79	129
14	10	60	92
16	6	72	84
27	15	90	66
21	19	100	60
18	15	115	69
27	9	126	74
42	16	180	90
46	14	206	94
47	14	208	105
35	11	153	67
13	11	129	41
16	6	84	34
8	4	50	15
3	3	27	8
2	3	21	10
414	238	1,845	1,398

Notes:

Total Correctable Crashes in 1 Year:	**3**	**No**
Total Correctable Crashes in 3 Years:	**7**	**Yes**
Total Hours that met MUTCD Volumes:	**0**	**No**
Warrant A: Crash Warrant Met?		**YES**
Warrant D: Traffic Volume Warrant Met?		**NO**

Convert to All-Way Stop? **NO** **Reason: low minor road volumes**

11 - 120th Ave N & Tangerine Blvd

All-Way Stop Evaluation

8 Hrs Minimum Per MUTCD Standards

Traffic Count Date: 10/8/2025

INTERSECTION	120th Ave N	Tangerine Blvd	Meet MUTCD Hourly Volumes for 4-Way Stops?
Stop Direction	Minor/Stop	Major/Free	
Posted Speed (MPH)	30	40	
Speed Adj Fact	100%	100%	
Min Hourly Volume	200	300	
Start Time	NA & SA	EA & WA	YES/NO
12:00 AM	5	5	NO
1:00 AM	1	4	NO
2:00 AM	0	1	NO
3:00 AM	0	4	NO
4:00 AM	2	9	NO
5:00 AM	5	39	NO
6:00 AM	32	115	NO
7:00 AM	44	158	NO
8:00 AM	26	139	NO
9:00 AM	14	112	NO
10:00 AM	22	87	NO
11:00 AM	15	79	NO
12:00 PM	11	112	NO
1:00 PM	16	105	NO
2:00 PM	27	113	NO
3:00 PM	31	121	NO
4:00 PM	35	193	NO
5:00 PM	25	209	NO
6:00 PM	23	165	NO
7:00 PM	7	101	NO
8:00 PM	8	71	NO
9:00 PM	5	77	NO
10:00 PM	4	27	NO
11:00 PM	2	8	NO
Total	360	2,054	0

Approach Traffic Volume

NA	SA	EA	WA
2	3	4	1
1	0	4	0
0	0	1	0
0	0	1	3
1	1	2	7
2	3	9	30
22	10	30	85
36	8	42	116
19	7	42	97
10	4	35	77
15	7	43	44
10	5	46	33
8	3	53	59
10	6	54	51
24	3	60	53
18	13	79	42
22	13	104	89
17	8	133	76
10	13	111	54
5	2	66	35
6	2	37	34
3	2	52	25
2	2	21	6
2	0	7	1
245	**115**	**1,036**	**1,018**

Notes:

Total Correctable Crashes in 1 Year:	**2**	**No**
Total Correctable Crashes in 3 Years:	**2**	**No**
Total Hours that met MUTCD Volumes:	**0**	**No**
Warrant A: Crash Warrant Met?		**NO**
Warrant D: Traffic Volume Warrant Met?		**NO**

Convert to All-Way Stop? NO Reason: crash & volume warrants not met

Crash Analysis Query: Hamlin Bl & Mandarin Bl

7 crash events matched the analysis criteria.
7 of 7 crash events successfully geo-located.

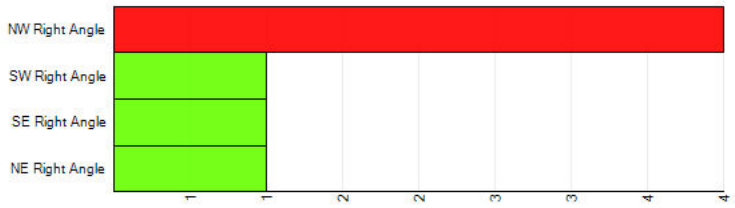
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Hamlin Blvd and Mandarin Blvd*
Crash Date: *between 01/01/2022 and 11/29/2025*

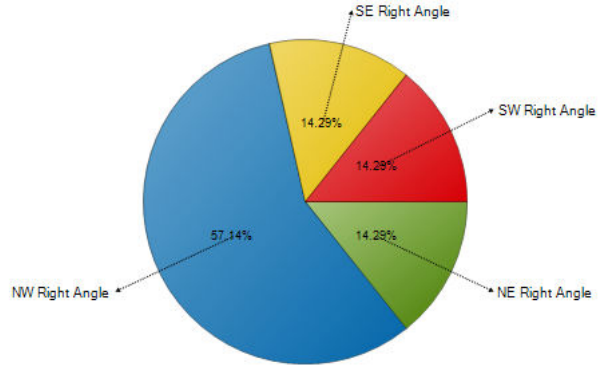
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

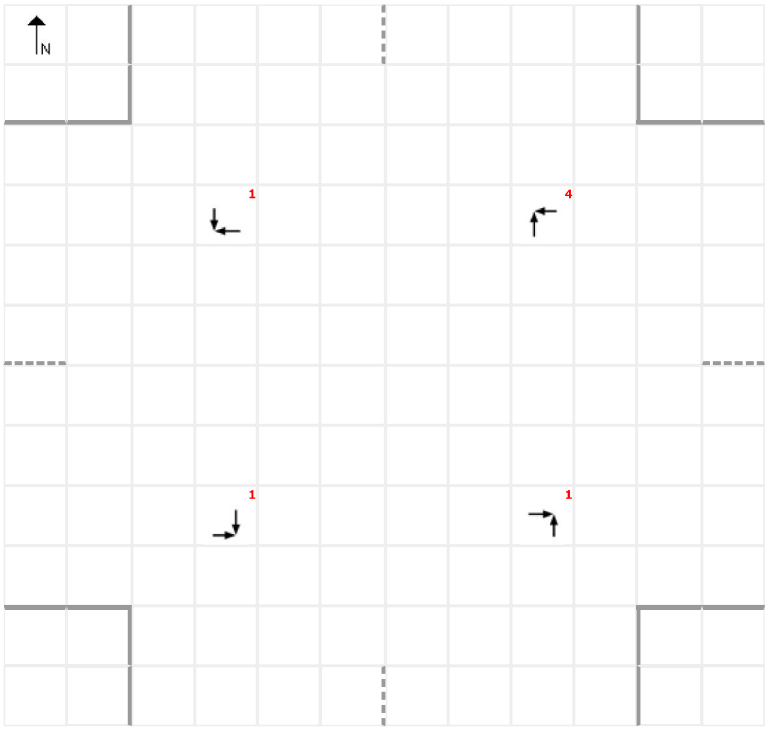
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



▼ INTERSECTION DIAGRAM



Crash Type Legend

Right Angle

Fatalities: 0, Injuries: 5, Damages: $ 68,500, Vehicles: 14, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1.857

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type
NE Right Angle (1 record)																		
	25273973	Hamlin Blvd	Mandarin Blvd		0	Clear		09-02-2022	06:14 am			0	2	14500	Dark (Street Light)	Unincorporated		Long
NW Right Angle (4 records)																		
	26234174	Hamlin Blvd	Mandarin Blvd		0	Clear		01-27-2024	09:45 am			0	0	11000	Daylight	Unincorporated		Long
	26748877	Mandarin Blvd	Hamlin Blvd		0	Cloudy		06-19-2024	10:50 am			0	0	3000	Daylight	Unincorporated		Long
	27174026	HAMLIN BLVD	MANDARIN BLVD		0	Cloudy		01-19-2025	01:06 pm			0	3	20000	Daylight	Unincorporated		Long
	27550549	Mandarin Blvd	Hamlin Blvd		0	Clear		08-26-2025	01:15 pm			0	0	10000	Daylight	Unincorporated		Long
SE Right Angle (1 record)																		
	26237946	Hamlin Blvd	Mandarin Blvd		0	Clear		03-23-2024	11:10 am			0	0	8500	Daylight	Unincorporated		Long
SW Right Angle (1 record)																		
	25799759	Hamlin Blvd	Mandarin Blvd		0	Clear		06-27-2023	09:05 pm			0	0	1500	Dark (Street Light)	Unincorporated		Long

Crash Analysis Query: Temple Bl & Mandarin Bl

3 crash events matched the analysis criteria.
3 of 3 crash events successfully geo-located.

▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Temple Blvd and Mandarin Blvd*
Crash Date: *between 01/01/2022 and 11/29/2025*

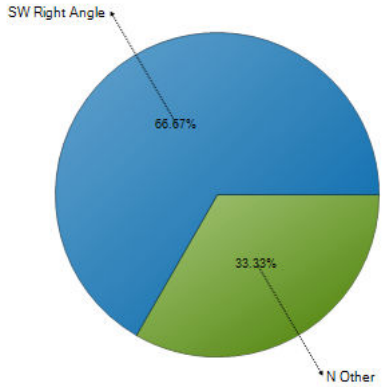
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

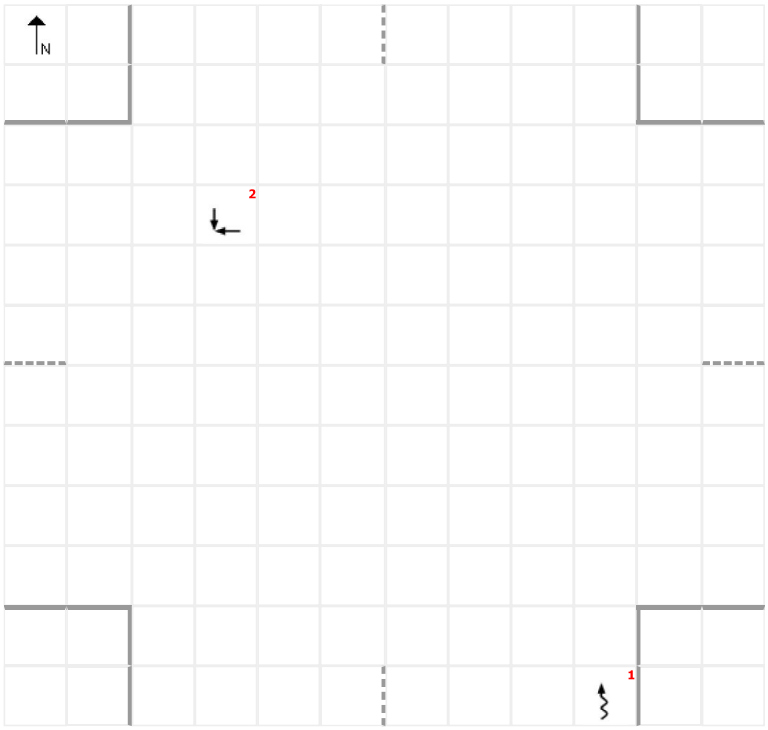
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



INTERSECTION DIAGRAM



Crash Type Legend

Other Right Angle

Fatalities: 0, Injuries: 2, Damages: $ 50,000, Vehicles: 6, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 2

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type
	N Other (1 record)																	
	24803506	Mandarin Blvd	Temple Blvd	N	94	Clear		03-19-2022	02:39 pm			0	0	4000	Daylight	Unincorporated		Long
	SW Right Angle (2 records)																	
	27299370	MANDARIN BLVD	TEMPLE BLVD		0	Cloudy		06-22-2025	08:20 pm			0	0	10000	Dusk	Unincorporated		Long
	27554213	TEMPLE BLVD	MANDARIN BLVD		0	Clear	No	10-22-2025	08:50 pm			0	2	36000	Dark (No Street Light)	Unincorporated		Long

Crash Analysis Query: Citrus Grove Bl & Hall Bl

15 crash events matched the analysis criteria.
15 of 15 crash events successfully geo-located.

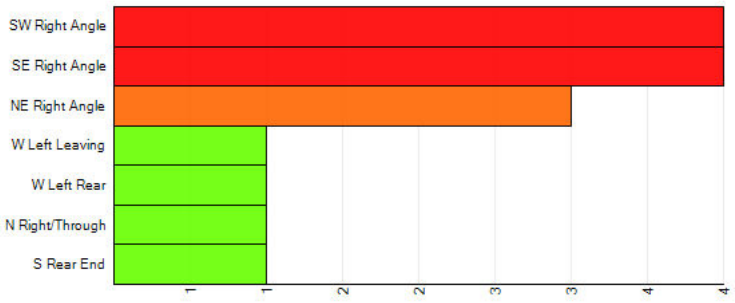
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Citrus Grove Blvd and Hall Blvd*
Crash Date: *between 01/01/2022 and 11/29/2025*

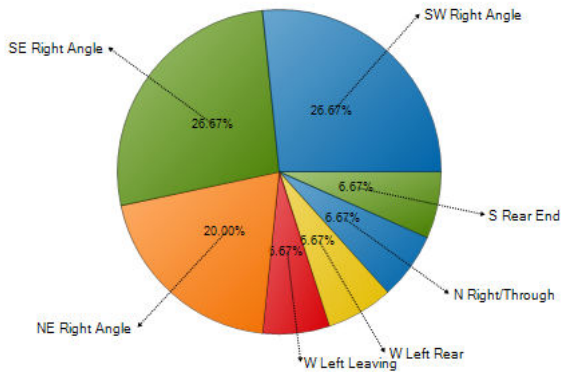
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

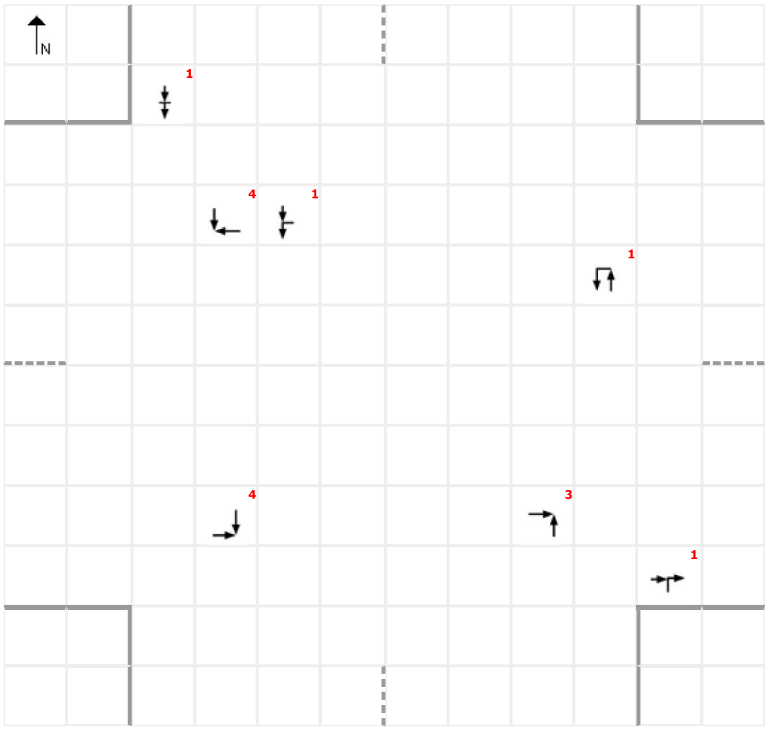
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



▼ INTERSECTION DIAGRAM



Crash Type Legend

Left Leaving | Left Rear | Rear End | Right Angle | Right/Through

Fatalities: 0, Injuries: 2, Damages: $ 111,200, Vehicles: 32, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1.4

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type
S Rear End (1 record)																		
	27554134	HALL BLVD	CITRUS GROVE BLVD	E	0	Clear	No	10-21-2025	05:50 pm			0	0	7000	Daylight	Unincorporated		Long
N Right/Through (1 record)																		
	26239625	Citrus Grove Blvd	Hall Blvd		0	Clear		04-19-2024	07:40 am			0	0	800	Daylight	Unincorporated		Short
W Left Rear (1 record)																		
	27551205	CITRUS GROVE BLVD	HALL BLVD	W	20	Clear	No	09-07-2025	10:31 am			0	0	4500	Daylight	Unincorporated		Long
W Left Leaving (1 record)																		
	25795565	Citrus Grove Blvd	Hall Blvd		0	Clear		04-27-2023	07:00 am			0	1	25000	Daylight	Unincorporated		Long
NE Right Angle (3 records)																		
	25267529	Hall Blvd	Citrus Grove Blvd		0	Clear		05-15-2022	06:45 pm			0	0	11000	Daylight	Unincorporated		Long
	25792429	Hall Blvd	Citrus Grove Blvd		0	Clear		03-13-2023	06:40 am			0	0	4500	Dark (Street Light)	Unincorporated		Long
	26051870	Citrus Grove Blvd	Hall Blvd		0	Cloudy		10-03-2023	07:14 am			0	0	600	Daylight	Palm Beach		Short
SE Right Angle (4 records)																		
	25269569	Hall Blvd	Citrus Grove Blvd		0	Clear		06-18-2022	11:15 am			0	0	10000	Daylight	Unincorporated		Long
	25270809	Hall Blvd	Citrus Grove Blvd		0	Clear		07-07-2022	06:49 pm			0	0	2500	Daylight	Unincorporated		Long
	25528341	Hall Blvd	Citrus Grove Blvd		0	Clear		10-13-2022	07:27 am			0	0	10000	Daylight	Unincorporated		Long
	25798102	Hall Blvd	Citrus Grove Blvd		0	Clear		06-03-2023	02:20 pm			0	1	10000	Daylight	Unincorporated		Long
SW Right Angle (4 records)																		
	25271100	Hall Blvd	Citrus Grove Blvd	W	0	Clear		07-15-2022	06:15 pm			0	0	8500	Daylight	Unincorporated		Long
	25529928	Hall Blvd	Citrus Grove Blvd		0	Clear		11-05-2022	12:50 pm			0	0	5500	Daylight	Unincorporated		Long
	26047949	Citrus Grove Blvd	Hall Blvd		0	Rain		08-03-2023	05:51 pm			0	0	5500	Daylight	Unincorporated		Long
	27555187	CITRUS GROVE BLVD	HALL BLVD		0	Clear	No	11-06-2025	10:54 am			0	0	5800	Daylight	Unincorporated		Long

Crash Analysis Query: Temple Bl & Hall Bl

7 crash events matched the analysis criteria.
7 of 7 crash events successfully geo-located.

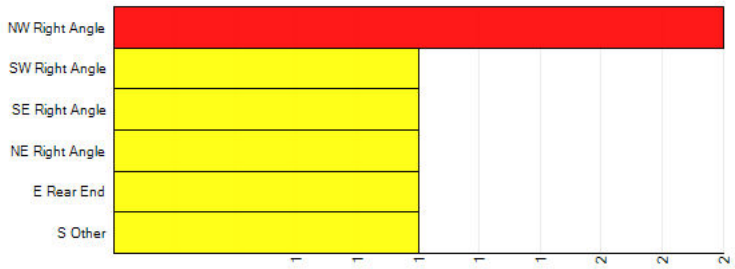
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Temple Blvd and Hall Blvd*
Crash Date: *between 01/01/2022 and 11/29/2025*

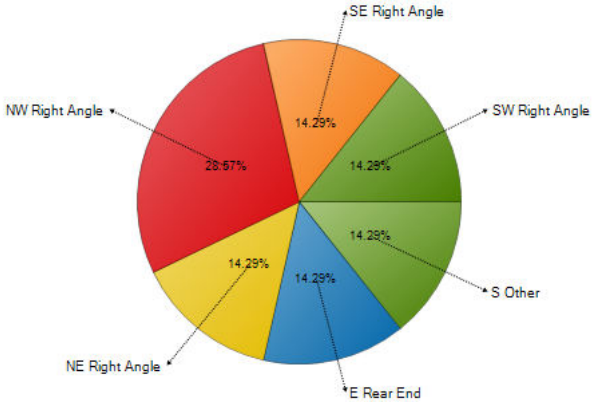
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

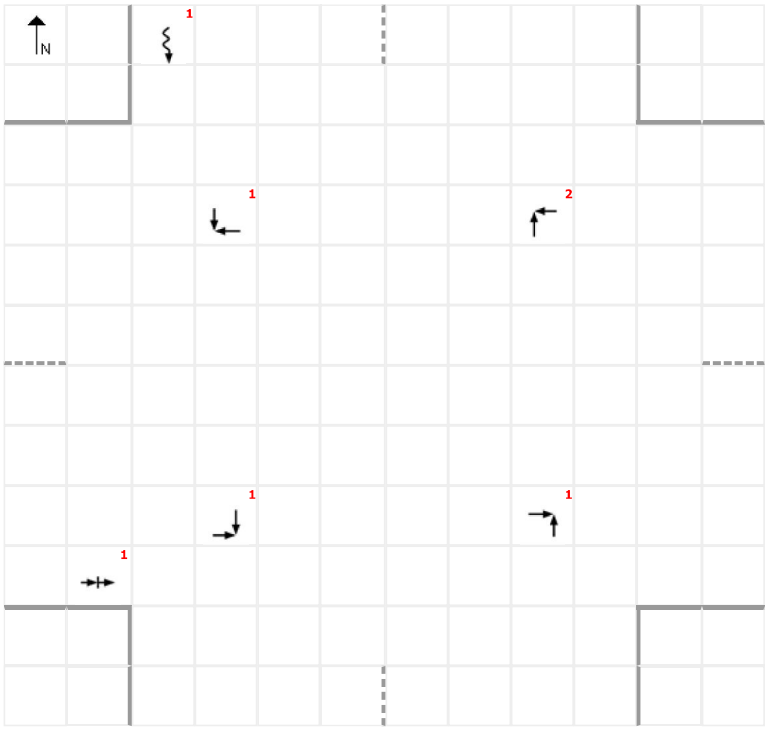
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



▼ INTERSECTION DIAGRAM



Crash Type Legend

Other Rear End Right Angle

Fatalities: 0, Injuries: 1, Damages: $ 42,300, Vehicles: 14, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1.429

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type
S Other (1 record)																		
	25267579	Hall Blvd	Temple Blvd	N	172	Clear		05-16-2022	03:55 pm			0	0	1000	Daylight	Unincorporated		Short
E Rear End (1 record)																		
	26236074	Temple Blvd	Hall Blvd	W	144	Rain		03-01-2024	07:34 am			0	0	1000	Daylight	Unincorporated		Long
NE Right Angle (1 record)																		
	25533994	Hall Blvd	Temple Blvd		0	Clear		01-05-2023	09:05 am			0	1	6500	Daylight	Unincorporated		Long
NW Right Angle (2 records)																		
	24802860	Temple Blvd	Hall Blvd		0	Clear		03-10-2022	08:33 am			0	0	6500	Daylight	Unincorporated		Long
	24803775	Hall Blvd	Temple Blvd		0	Clear		03-23-2022	06:45 pm			0	0	20300	Dusk	Lake Worth		Long
SE Right Angle (1 record)																		
	24803666	Hall Blvd	Temple Blvd		0	Clear		03-22-2022	07:33 am			0	0	4500	Daylight	Palm Beach		Long
SW Right Angle (1 record)																		
	24803771	Temple Blvd	Hall Blvd		0	Clear		03-23-2022	04:46 pm			0	0	2500	Daylight	Lake Worth		Short

Crash Analysis Query: Key Lime Bl & Hall Bl

17 crash events matched the analysis criteria.
18 of 17 crash events successfully geo-located.

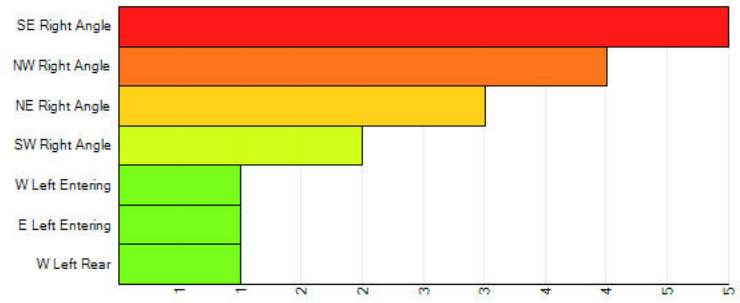
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Key Lime Blvd and Hall Blvd*
Crash Date: *between 01/01/2022 and 11/29/2025*

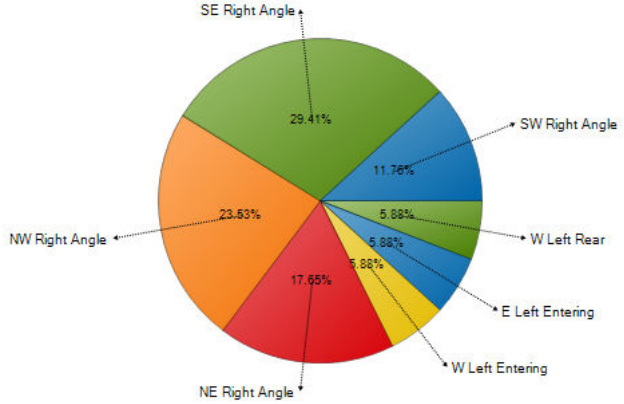
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

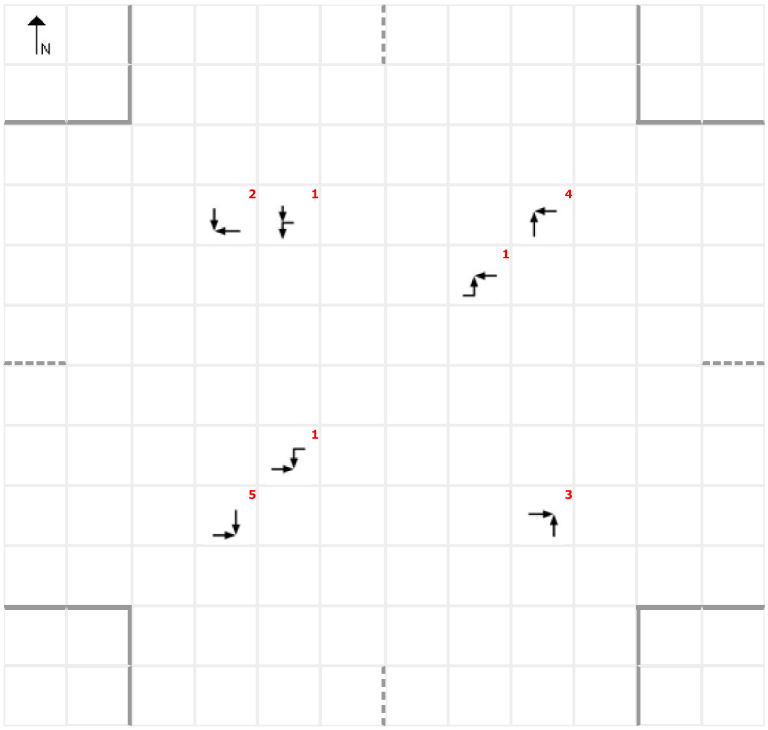
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



▼ INTERSECTION DIAGRAM



Crash Type Legend

Left Entering Left Rear Right Angle

Fatalities: 0, Injuries: 3, Damages: $ 130,605, Vehicles: 35, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1.5

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type
W Left Rear (1 record)																		
	27551741	HALL BLVD	KEY LIME BLVD		0	Clear		09-14-2025	06:56 pm			0	0	19000	Dusk	Unincorporated		Long
E Left Entering (1 record)																		
	27292733	Key Lime Blvd	Hall Blvd	W	191	Clear		03-15-2025	04:11 pm			0	0	7000	Daylight	Unincorporated		Long
W Left Entering (1 record)																		
	27295401	HALL BLVD	KEY LIME BLVD		0	Clear	No	04-22-2025	07:07 am			0	0	1505	Daylight	Unincorporated		Long
NE Right Angle (3 records)																		
	25273166	Key Lime Blvd	Hall Blvd		0	Clear		08-20-2022	06:15 pm			0	0	1500	Daylight	Unincorporated		Long
	25536484	Key Lime Blvd	Hall Blvd		0	Clear		02-10-2023	08:35 am			0	0	4500	Daylight	Unincorporated		Long
	26745938	Hall Blvd	Key Lime Blvd		0	Clear		05-06-2024	07:33 am			0	0	17000	Dark (No Street Light)	Unincorporated		Long
NW Right Angle (4 records)																		
	25267764	Hall Blvd	Key Lime Blvd		0	Clear		05-19-2022	10:20 am			0	1	7000	Daylight	Unincorporated		Long
	25272190	Hall Blvd	Key Lime Blvd		0	Clear		08-05-2022	12:20 am			0	0	2500	Dark (Street Light)	Unincorporated		Long
	25531353	Key Lime Blvd	Hall Blvd		0	Fog		11-28-2022	08:54 am			0	0	1500	Daylight	Palm Beach		Long
	27550740	Hall Blvd	Key Lime Blvd	N	5	Clear		08-29-2025	06:15 pm			0	0	7000	Daylight	Unincorporated		Long
SE Right Angle (5 records)																		
	25270043	Hall Blvd	Key Lime Blvd		0	Clear		06-27-2022	02:50 pm			0	0	10000	Daylight	Unincorporated		Long
	26055744	HALL BLVD	KEY LIME BLVD		0	Clear	No	11-27-2023	04:52 pm			0	1	5100	Daylight	Unincorporated		Short
	26235874	Key Lime Blvd	Hall Blvd		0	Clear		02-27-2024	03:26 pm			0	0	4500	Daylight	Unincorporated		Long
	27168758	Key Lime Blvd	Hall Blvd		0	Clear	No	11-03-2024	02:33 pm			0	0	5000	Daylight	Unincorporated		Long
	27174516	KEY LIME BLVD	HALL BLVD		0	Clear	No	01-27-2025	07:52 am			0	1	7000	Daylight	Unincorporated		Long
SW Right Angle (2 records)																		
	26751303	Key Lime Blvd	Hall Blvd		0	Cloudy		07-30-2024	05:30 pm			0	0	20000	Daylight	Unincorporated		Long
	27169335	KEY LIME BLVD	HALL BLVD		0	Clear		11-11-2024	07:31 am			0	0	10500	Daylight	Unincorporated		Short

Crash Analysis Query: Citrus Grove Bl & 140 Av N

4 crash events matched the analysis criteria.
5 of 4 crash events successfully geo-located.

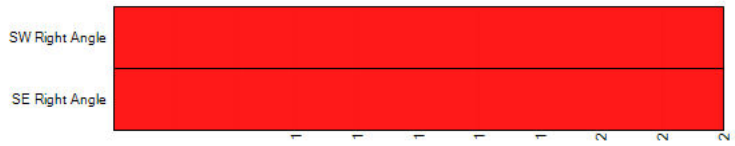
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Citrus Grove Blvd and 140th Ave N*
Crash Date: *between 01/01/2022 and 11/29/2025*

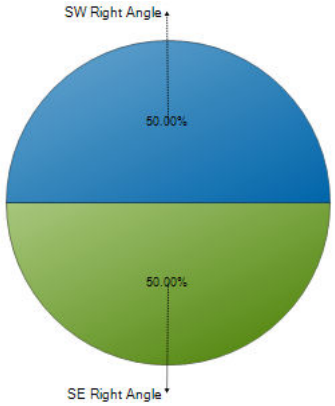
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

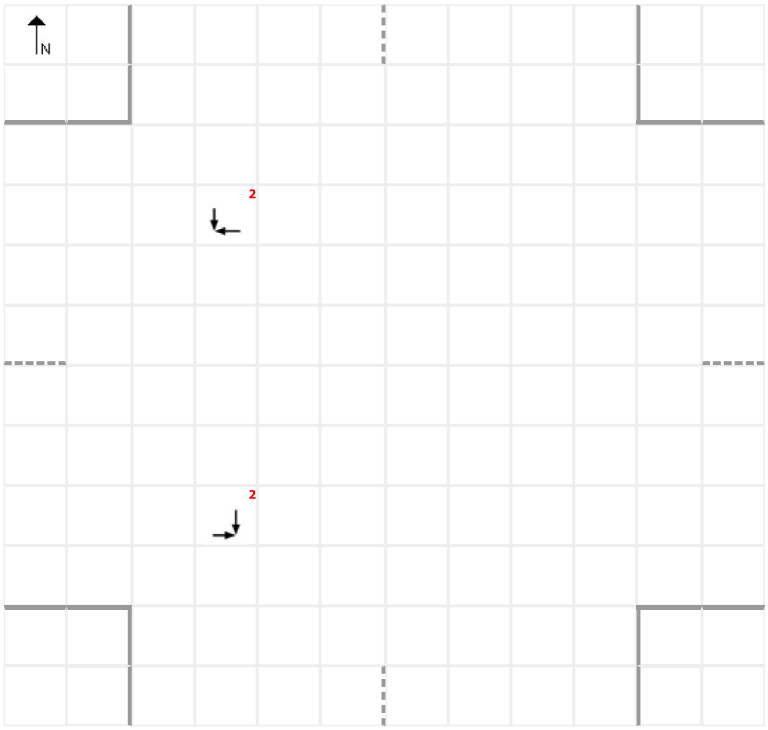
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



▼ INTERSECTION DIAGRAM



Crash Type Legend

Right Angle

Fatalities: 0, Injuries: 0, Damages: $ 28,200, Vehicles: 8, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type	S
	SE Right Angle (2 records)																		
	27168552	CITRUS GROVE BLVD	140TH AVE N		0	Clear	No	10-31-2024	12:34 pm			0	0	10000	Daylight	Unincorporated		Long	
	27299074	140TH AVE N	CITRUS GROVE BLVD		0	Clear		06-17-2025	03:56 pm			0	0	6200	Daylight	Unincorporated		Long	
	SW Right Angle (2 records)																		
	26054680	Citrus Grove Blvd	140th Ave N		0	Clear		11-11-2023	01:50 pm			0	0	10000	Daylight	Unincorporated		Long	
	27550234	Citrus Grove Blvd	140th Ave N	W	19	Clear		08-21-2025	06:10 pm			0	0	2000	Daylight	Unincorporated		Long	

Crash Analysis Query: Temple Bl & 140 Ave N

5 crash events matched the analysis criteria.
5 of 5 crash events successfully geo-located.

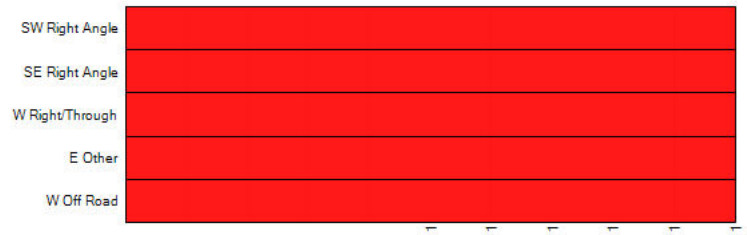
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Temple Blvd and 140th Ave N*
Crash Date: *between 01/01/2022 and 11/29/2025*

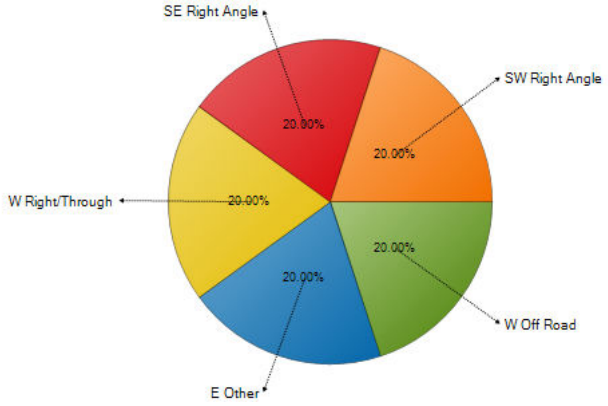
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

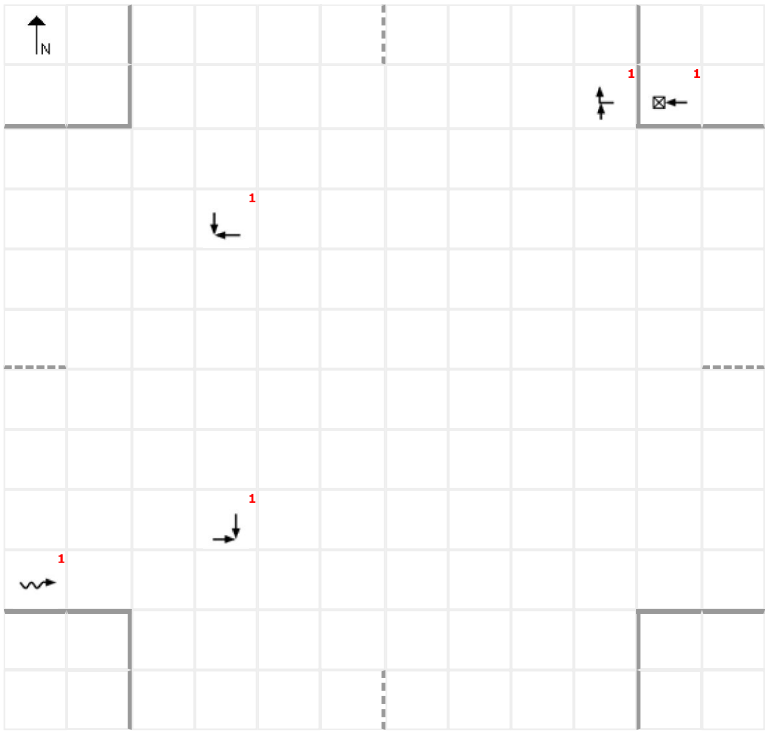
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



INTERSECTION DIAGRAM



Crash Type Legend

Off Road Other Right Angle Right/Through

Fatalities: 0, Injuries: 0, Damages: $ 10,600, Vehicles: 9, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type	S
W Off Road (1 record)																			
	25531284	140th Ave N	Temple Blvd		0	Clear		11-26-2022	11:04 pm			0	0	1800	Dark (Street Light)	West Palm Beach		Long	
E Other (1 record)																			
	26047228	Temple Blvd	140th Ave N		0	Clear		07-20-2023	08:05 pm			0	0	2000	Dark (Street Light)	Unincorporated		Short	
W Right/Through (1 record)																			
	25529583	Temple Blvd	140th Ave N		0	Clear		10-31-2022	08:00 pm			0	0	600	Dark (No Street Light)	Unincorporated		Long	
SE Right Angle (1 record)																			
	26237850	Temple Blvd	140th Ave N		0	Clear		03-25-2024	03:07 pm			0	0	4000	Daylight	Unincorporated		Long	
SW Right Angle (1 record)																			
	25265000	140th Ave N	Temple Blvd		0	Clear		04-06-2022	09:04 pm			0	0	2200	Dark (Street Light)	Unincorporated		Long	

Crash Analysis Query: 140 Ave N & Key Lime Bl

11 crash events matched the analysis criteria.
11 of 11 crash events successfully geo-located.

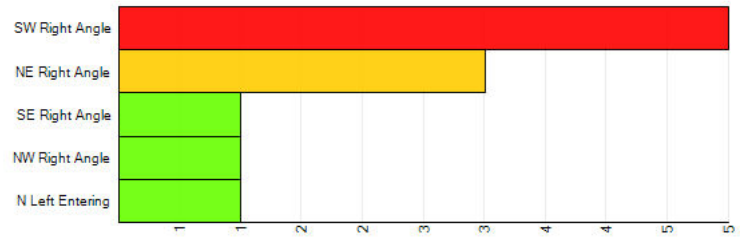
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Key Lime Blvd and 140th Ave N*
Crash Date: *between 01/01/2022 and 11/29/2025*

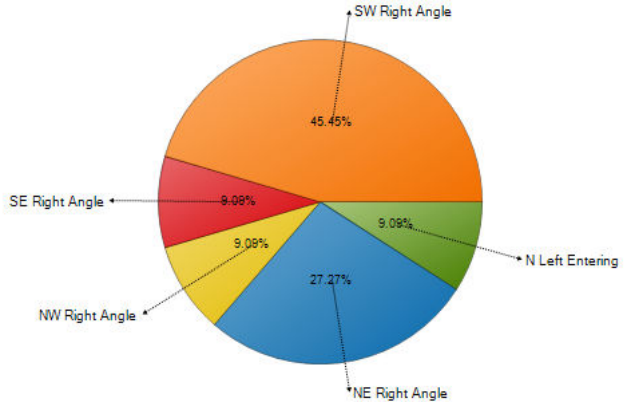
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

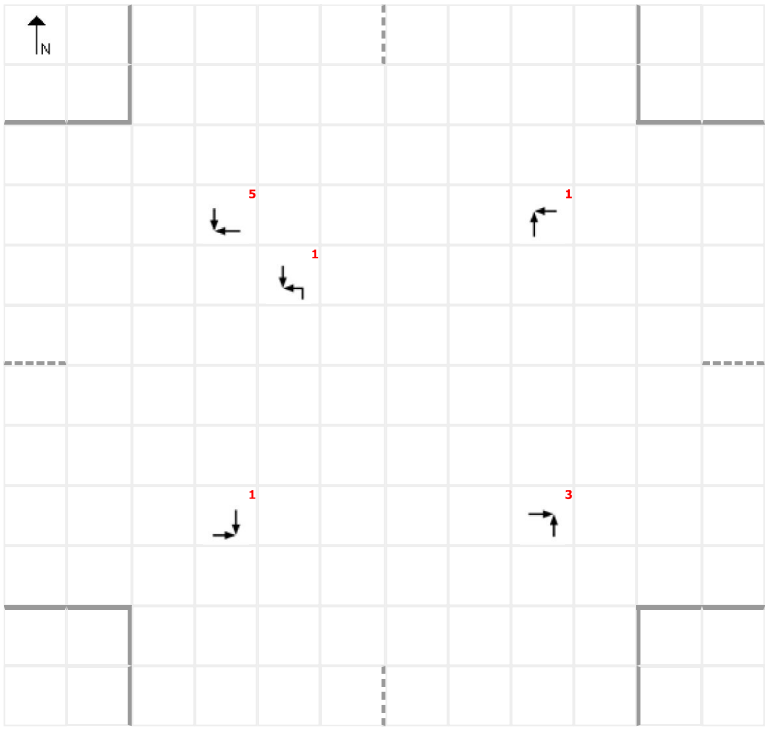
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



INTERSECTION DIAGRAM



Crash Type Legend

Left Entering Right Angle

Fatalities: 0, Injuries: 4, Damages: $ 97,500, Vehicles: 23, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1.818

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type	S
N Left Entering (1 record)																			
	25791128	140th Ave N	Key Lime Blvd		0	Clear		02-22-2023	07:05 pm			0	0	10100	Dusk	Unincorporated		Long	
NE Right Angle (3 records)																			
	25272851	Key Lime Blvd	140th Ave N		0	Clear		08-16-2022	07:30 am			0	0	10000	Daylight	Unincorporated		Long	
	25529461	140th Ave N	Key Lime Blvd		0	Clear		10-30-2022	09:32 am			0	0	9100	Daylight	Unincorporated		Long	
	25795007	140th Ave N	Key Lime Blvd		0	Clear		04-18-2023	11:41 am			0	2	11000	Daylight	Unincorporated		Long	
NW Right Angle (1 record)																			
	24803595	Key Lime Blvd	140th Ave N		0	Clear		03-21-2022	07:35 am			0	0	5000	Daylight	Unincorporated		Long	
SE Right Angle (1 record)																			
	27293239	140TH AVE N	KEY LIME BLVD		0	Clear		03-20-2025	09:53 am			0	1	3000	Daylight	Unincorporated		Long	
SW Right Angle (5 records)																			
	24800524	140th Ave N	Key Lime Blvd		0	Clear		02-04-2022	05:40 pm			0	0	3000	Daylight	Unincorporated		Long	
	25529702	140th Ave N	Key Lime Blvd		0	Clear		11-02-2022	01:50 pm			0	1	12500	Daylight	Unincorporated		Long	
	25533672	140th Ave N	Key Lime Blvd		0	Clear		12-31-2022	11:05 am			0	0	30000	Daylight	Unincorporated		Long	
	26046580	140th Ave N	Key Lime Blvd		0	Clear		07-12-2023	10:45 am			0	0	2400	Daylight	Unincorporated		Long	
	25791711	140th Ave N	Key Lime Blvd		0	Clear		03-02-2023	09:04 am			0	0	1400	Daylight	Loxahatchee Groves		Short	

Crash Analysis Query: Key Lime Bl & Avocado Bl

10 crash events matched the analysis criteria.
10 of 10 crash events successfully geo-located.

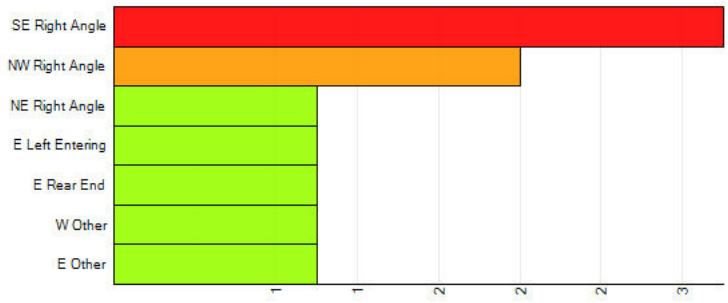
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Key Lime Blvd and Avocado Blvd*
Crash Date: *between 01/01/2022 and 11/29/2025*

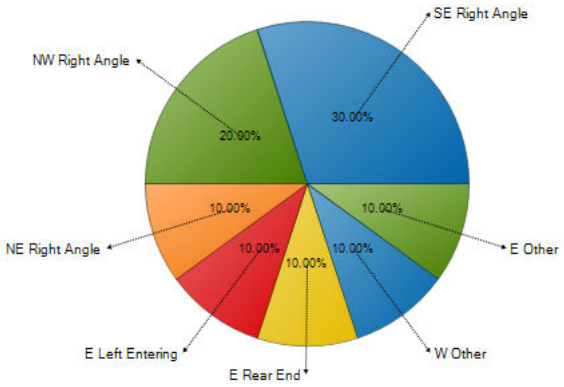
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

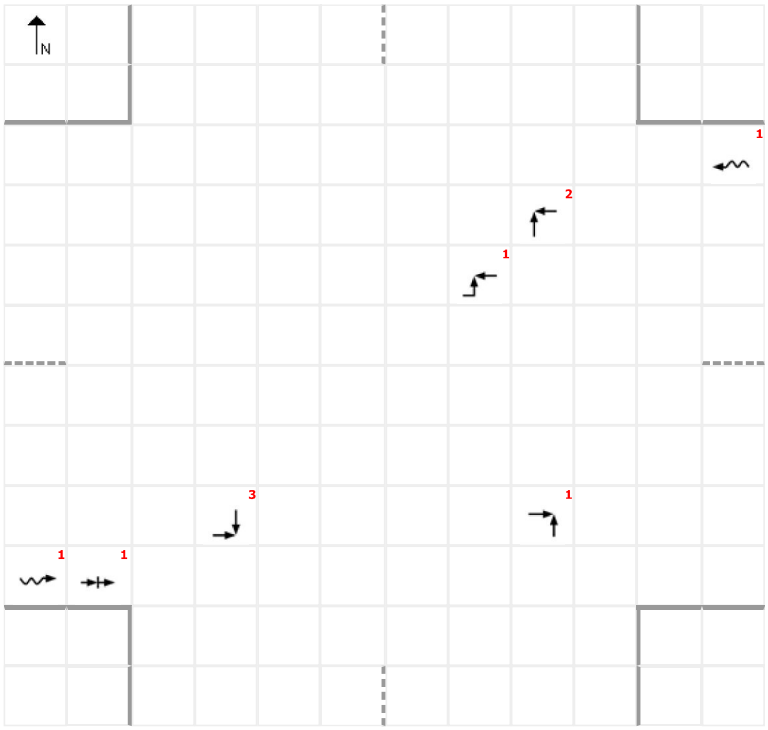
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



INTERSECTION DIAGRAM



Crash Type Legend

Left Entering Other Rear End Right Angle

Fatalities: 0, Injuries: 3, Damages: $ 82,300, Vehicles: 20, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1.6

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type
E Other (1 record)																		
	27169824	KEY LIME BLVD	AVOCADO BLVD	E	24	Clear		11-18-2024	05:50 pm			0	0	10000	Dark (Street Light)	Unincorporated		Long
W Other (1 record)																		
	25527971	Key Lime Blvd	Avocado Blvd	W	194	Clear		10-06-2022	05:53 pm			0	0	4000	Daylight	Unincorporated		Long
E Rear End (1 record)																		
	26238484	Avocado Blvd	Key Lime Blvd		0	Clear		03-30-2024	01:14 pm			0	0	2500	Daylight	Unincorporated		Long
E Left Entering (1 record)																		
	24798373	Avocado Blvd	Key Lime Blvd		0	Clear		01-03-2022	07:47 pm			0	1	18000	Dark (Street Light)	Unincorporated		Long
NE Right Angle (1 record)																		
	25270397	Key Lime Blvd	Avocado Blvd		0	Clear		07-03-2022	06:20 pm			0	0	1000	Daylight	Unincorporated		Short
NW Right Angle (2 records)																		
	26048398	Avocado Blvd	Key Lime Blvd		0	Clear		08-11-2023	10:34 am			0	0	6300	Daylight	Unincorporated		Long
	27167433	Avocado Blvd	Key Lime Blvd		0	Clear		10-16-2024	08:21 am			0	0	1500	Daylight	Unincorporated		Short
SE Right Angle (3 records)																		
	25794055	Avocado Blvd	Key Lime Blvd		0	Cloudy		04-04-2023	09:06 am			0	0	10000	Daylight	Unincorporated		Long
	26054952	Key Lime Blvd	Avocado Blvd		0	Cloudy		11-15-2023	07:15 am			0	0	3000	Daylight	Unincorporated		Short
	26056352	Avocado Blvd	Key Lime Blvd		0	Clear		12-06-2023	07:30 am			0	2	26000	Daylight	Unincorporated		Long

Crash Analysis Query: Orange Grove Bl & Coconut Bl

11 crash events matched the analysis criteria.
11 of 11 crash events successfully geo-located.

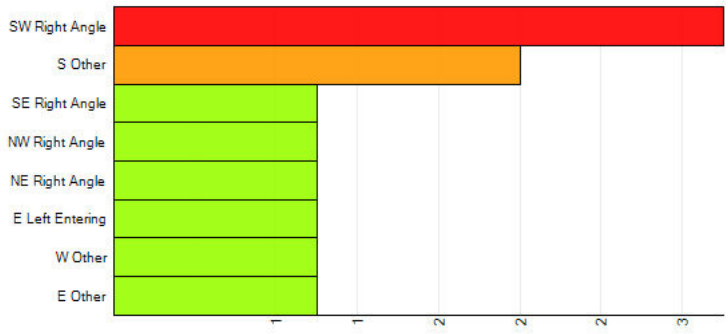
▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Orange Grove Blvd and Coconut Blvd*
Crash Date: *between 01/01/2022 and 11/29/2025*

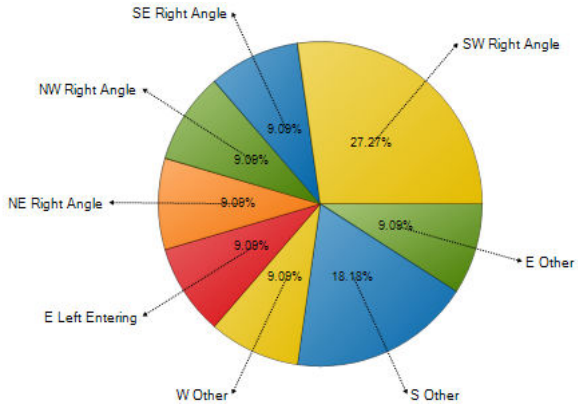
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

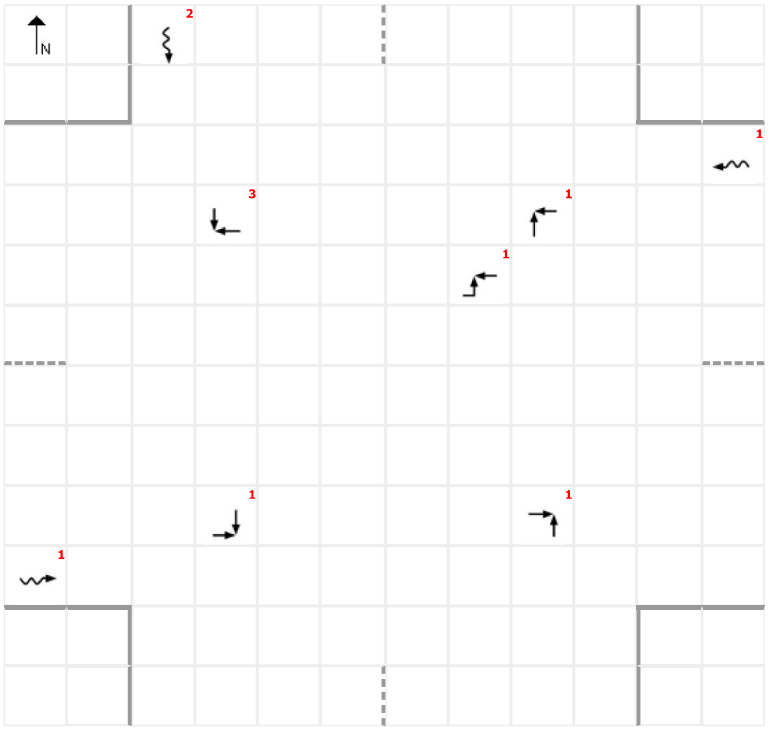
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



▼ INTERSECTION DIAGRAM



Crash Type Legend

Left Entering Other Right Angle

Fatalities: 0, Injuries: 0, Damages: $ 51,050, Vehicles: 21, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Form Type
E Other (1 record)																		
	25270835	Orange Grove Blvd	N 125th Ave	W	57	Clear		07-11-2022	03:00 pm			0	0	1650	Daylight	Unincorporated		Long
S Other (2 records)																		
	25531197	Orange Grove Blvd	N 125th Ave	E	0	Clear		11-24-2022	06:05 pm			0	0	4500	Dark (Street Light)	Unincorporated		Long
	26752503	N 125th Ave	Orange Grove Blvd	N	62	Clear		08-18-2024	04:40 pm			0	0	100	Daylight	Unincorporated		Short
W Other (1 record)																		
	26055022	N 125th Ave	Orange Grove Blvd		0	Rain		11-15-2023	06:15 pm			0	0	3500	Dark (No Street Light)	Unincorporated		Short
E Left Entering (1 record)																		
	24803580	N 125th Ave	Orange Grove Blvd		0	Rain		03-20-2022	03:50 pm			0	0	4500	Daylight	Unincorporated		Long
NE Right Angle (1 record)																		
	26056347	Coconut Blvd	Orange Grove Blvd		0	Clear		12-06-2023	07:17 am			0	0	4000	Daylight	Unincorporated		Long
NW Right Angle (1 record)																		
	24801990	Orange Grove Blvd	N 125th Ave		0	Clear		02-26-2022	01:00 pm			0	0	1000	Daylight	Unincorporated		Long
SE Right Angle (1 record)																		
	25800021	Orange Grove Blvd	N 125th Ave		0	Fog		07-05-2023	04:45 am			0	0	18500	Dark (Street Light)	Unincorporated		Long
SW Right Angle (3 records)																		
	25274262	N 125th Ave	Orange Grove Blvd	W	0	Clear		09-07-2022	07:45 am			0	0	2000	Daylight	Unincorporated		Short
	26746704	N 125th Ave	Orange Grove Blvd		0	Cloudy		05-16-2024	09:09 am			0	0	4800	Daylight	Unincorporated		Long
	26750235	N 125th Ave	Orange Grove Blvd		0	Clear		07-11-2024	03:17 pm			0	0	6500	Daylight	Unincorporated		Long

Crash Analysis Query: Tangerine Bl & 120 Ave N

3 crash events matched the analysis criteria.
3 of 3 crash events successfully geo-located.

▼ *ANALYSIS CRITERIA*

Offset Distance: *300*
Geographic Extent: *Intersection of Tangerine Blvd and 120th Ave N*
Crash Date: *between 01/01/2022 and 11/29/2025*

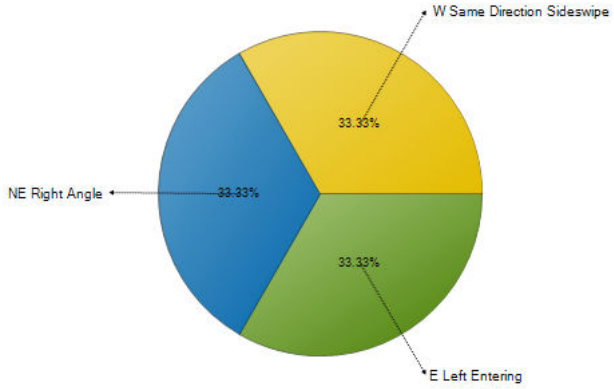
▼ *VISUALIZATION MAP*

Launch visualization map to view results geographically.

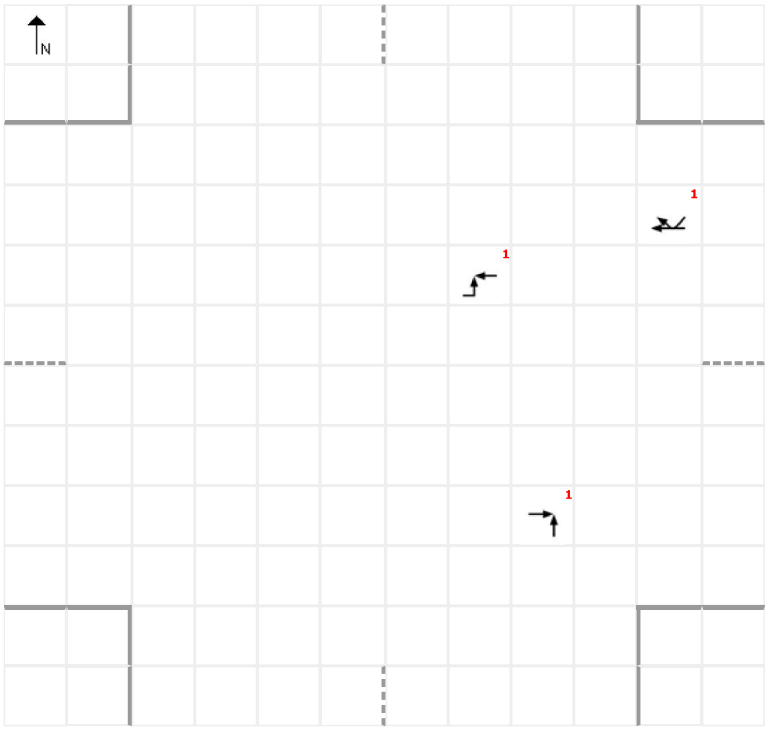
▼ *CRASH TYPES BAR CHART*



▼ *CRASH TYPES PIE CHART*



INTERSECTION DIAGRAM



Crash Type Legend

Left Entering Right Angle Same Direction Sideswipe

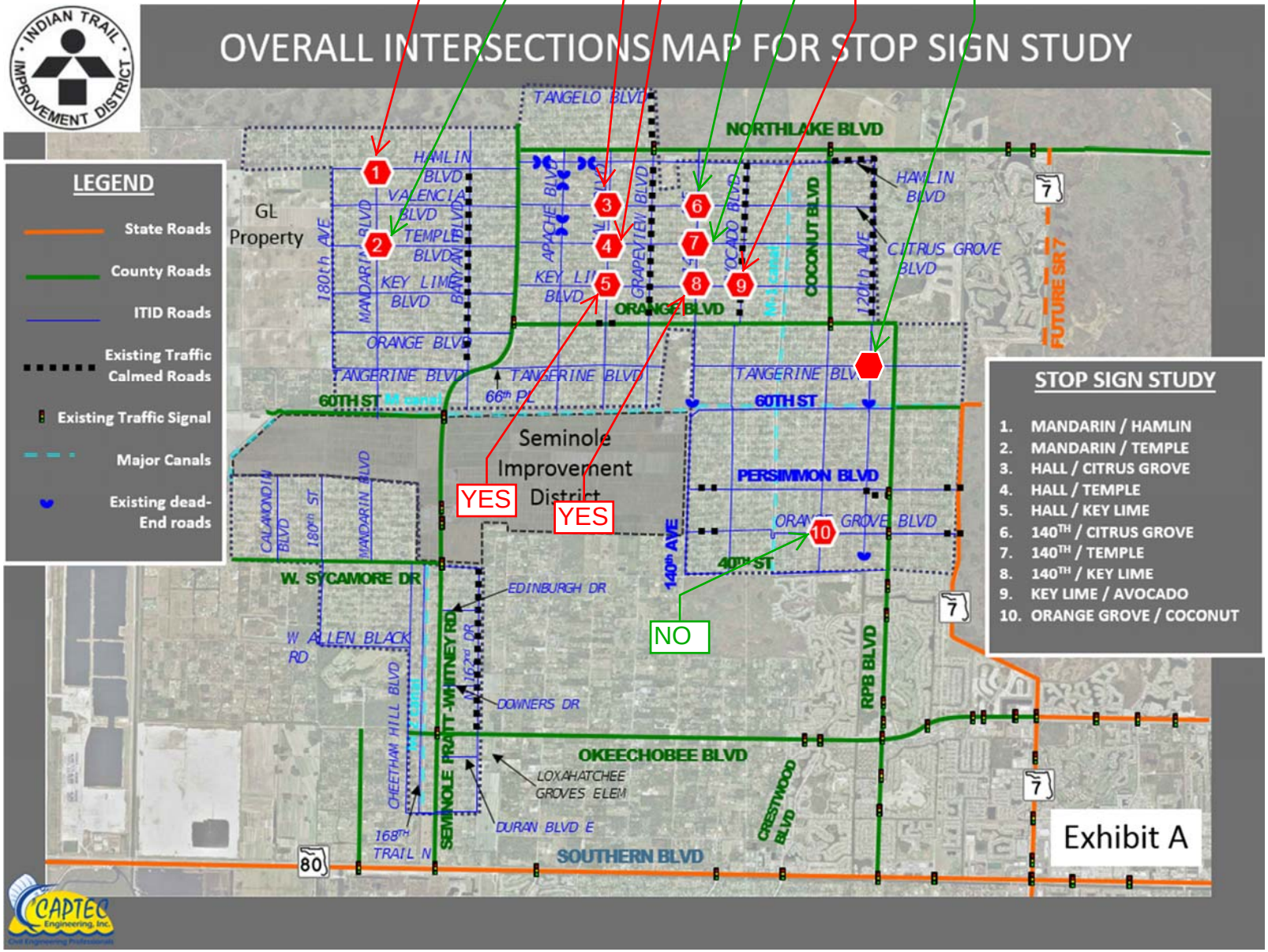
Fatalities: 0, Injuries: 0, Damages: $ 69,500, Vehicles: 6, Pedestrians: 0, Bicycles: 0, Crash Rate: 0 (300 ft offset), Crash Severity: 1

▼ CRASH TYPE SUMMARY

Expand

Crash Type	HSMV Number	On Street	Intersecting Street	Dir	Dist	Weather	Alc/Drug Use	Date	Time	PDF	PDF (Cinema)	Fatalities	Injuries	Damages	Lighting	City	Jurisdiction	Fo Ty
E Left Entering (1 record)																		
	27175508	120TH AVE N	TANGERINE BLVD		0	Clear	No	02-10-2025	06:40 am			0	0	30000	Dawn	Unincorporated		Lor
NE Right Angle (1 record)																		
	27298801	TANGERINE BLVD	120TH AVE N		0	Clear		06-13-2025	04:22 am			0	0	38000	Dark (No Street Light)	Unincorporated		Lor
W Same Direction Sideswipe (1 record)																		
	26745449	Tangerine Blvd	120th Ave N	W	274	Clear		04-29-2024	04:00 pm			0	0	1500	Daylight	Unincorporated		Lor

Exhibit A Overall Intersections Map for Stop Sign Study



AGENDA ITEM NO. 14.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Legal
ITEM TYPE:	Reports
AGENDA SECTION:	**REPORTS (File and Receive)**
SUBJECT:	District Attorney Report
BACKGROUND:	
FISCAL IMPACT:	
RECOMMENDATION:	Receive and File.

ATTACHMENTS:
26-0415 ITID Legal Status Report clean.pdf

CALDWELL PACETTI
EDWARDS SCHOECH & VIATOR LLP

MANLEY P. CALDWELL, JR.
KENNETH W. EDWARDS
CHARLES F. SCHOECH
MARY M. VIATOR
FRANCES M. BETHEL
WILLIAM P. DONEY
FRANK S. PALEN
JOHN A. WEIG

OF COUNSEL
BETSY S. BURDEN

ATTORNEYS AT LAW

1555 PALM BEACH LAKES BLVD.
SUITE 1200
WEST PALM BEACH, FLORIDA 33401

www.caldwellpacetti.com

TELEPHONE: (561) 655-0620
TELECOPIER: (561) 655-3775

MEMORANDUM

TO: Board of Supervisors of the Indian Trail Improvement District
FROM: Caldwell Pacetti Edwards Schoech & Viator LLP
DATE: April 8, 2026
RE: Legal Status Report for April 5, 2026 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. **Pending Litigation.**

   a. **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 3, 2024, Plaintiff SID/Minto filed a Notice of Intent to appeal 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. The record was corrected, and the Appellant's Brief for the Developer and SID was filed on January 27, 2025.

The Appellant's Reply Brief was filed on July 29, 2025. Oral Argument was held in West Palm Beach on Tuesday, January 27, 2026 at 11:30 A.M. On February 5, 2026, the 4th DCA entered a *per curium* Order affirming the Trial Court's rulings. On March 6, SID/Minto filed a Joint Motion for a Written Opinion and Rehearing. Appellate counsel for the District will respond to this Motion.

b. **ESM Property Investment 2 LLC (Erica Sneed) v Indian Trail Improvement District**

This matter involves a lawsuit filed by the owner of the property located at 4930 Royal Palm Beach Blvd (Erica Sneed through her LLC). The District's defense has been assigned to the firm of Roberts Reynolds Bedard & Tuzzio, PLLC (Lyman H. Reynolds, Jr.) by the District's insurance carrier.

The District's involvement with this property owner began with a complaint filed in August 2024. The landowner installed landscaping and trees; driveway paving materials: landscape rocks; a fence and a guardrail type structure within the boundary of a District canal easement, thereby creating physical obstructions that impair the District's ability to maintain the abutting canal. (The improvements including construction of a substantial parking and vehicle circulation area at its entrance. These are within the right-of-way for Royal Palm Beach Boulevard, which is a County road and not ITID's responsibility. The scale of these improvements suggests an intended use of the property for purposes in addition to a single-family residence.)

Following District policy and Chapter 298, Florida Statutes, the District notified the owner to remove the encroachments from the canal easement, but the owner refused to do so. She claimed receipt of a permit, lack of enforcement authority, selective enforcement, violation of her property rights, retaliation by District employees, lack of due process of law, and other claims. The owner was advised that, if she failed to remove the encroachments, District staff would enter the easement property and remove the encroachments at the owner's expense. Between August 2024 and December, 2024, discussions were held with the owner (who was at the time represented by legal counsel) in an effort to negotiate voluntary removal of the obstructions. She was offered an opportunity to appeal to the Board to allow her to maintain the encroachments, but declined to do so. (At this point, her initial legal counsel withdrew his representation.)

On December 5, 2024, the Owner filed this lawsuit seeking an injunction to prohibit the District from entering the easement area and removing the encroachments. The Owner initially chose to represent herself ("pro se"), which is not permitted by a business organization. She made a number of procedural errors, including improper service of process. These errors were the basis for Mr. Reynolds, the District's Defense Counsel, to file a Motion to Dismiss the Complaint. On January 26, 2025, the Court entered an Order requiring the Plaintiff to retain an attorney within 15 days (February 10, 2025) and scheduling a hearing for March 20, 2025. On March 10, 2025, Plaintiff filed a Notice that it had retained legal counsel.

On February 27, 2025, in accordance with authorization provided by Section 298.66, *Florida Statutes,* District staff entered the ESM property and removed the obstructions from the District's easement. The cost to the District was $13,042.42. IN accordance with the statute, the owners are liable for double the cost of removal of the obstructions. Notwithstanding, pursuant to a building permit issued by Palm Beach County, on or about March 27, the owners proceeded to install a new fence within the District's easement area again resulting in an obstruction to the District's works. On April 18, Palm Beach County revoked the building permit. On or about April 28, the owners removed the newly installed fence. In the meantime, the attorney for the owners served a Notice on the District of the intention of the owners to sue the District for what is claimed to be the unlawful removal of the improvements. The District is represented by insurance defense counsel concerning this potential claim.

At the hearing on March 20, 2025, because the Owner had retained legal counsel, the District withdrew its Motion to Dismiss the complaint for failure to comply with the Court's order, and deferred its motion to strike the entire pleadings. At a hearing on June 12, 2025, the Court

granted ESM's motion to abate the proceedings until October 17, 2025. This is in response to a provision of Sec. 768.28, Fla. Sta., that the State of Florida has 6 months to respond from ESM's notice to it to its claim may be limited by sovereign immunity. Upon the expiration of the abatement period, parties must refile their motions.

The Order Granting Agreed Order on Plaintiff's Motion to Abate Proceedings and Order Directing Clerk to Change Case Status (ORDABT) was filed on June 12, 2025. The Clerk was instructed to change the status of the case from Active to Inactive for reporting purposes. ***Plaintiff shall file an Amended Complaint and serve it on Counsel of Indian Trail within 30 days of October 17, 2025. Indian Trail shall file its response to Plaintiff's Amended Complaint within 30 days from the date the Amended Complaint is filed and served.***

In the interim, Plaintiff's Counsel filed a Motion to Withdraw as Counsel and this Motion was granted on September 17, 2025. Plaintiff was ordered to obtain a new counsel. Plaintiff subsequently filed a Motion to accept a Substitute Counsel but it has not been entered by the Court. At present, no actions are scheduled.

On December 15, 2025, Judge Cheesman issued an Order granting Plaintiff's Counsel permission to withdraw and giving Plaintiff twenty (20) days to retain a replacement and staying any further action from that date. On December 31, 2025, the Court issued an Order allowing substitution of Plaintiff's new Counsel, and reactivating the case as if newly initiated.

On January 13, 2026, the Court issued a Case Management Order, establishing a rigid schedule for trial between **January 11, 2027 and March 5, 2027**. The parties must be fully prepared for trial by the date of Calendar Call at 9:00 a.m., on **October 9, 2026**.

c. **Rodriguez v. Indian Trail Improvement District.**

In December 2024, Mr. Javier Rodriguez, a former employee, filed a complaint against the District in Circuit Court in Palm Beach County claiming damages resulting from his allegation of unfair and discriminatory treatment based on race, color, national origin, retaliation, and hostile work environment. Mr. Rodriguez's complaint was referred to the District's insurance carrier, EGIS. EGIS assigned the case to Samantha W. Soto, Esq, of the firm of Weiss Serota, et al. to represent the District. Ms. Soto filed a Motion to dismiss the Complaint because it had been improperly framed and should have been filed with EEOC. The Motion was granted in May 2025 to Dismiss the Complaint without Prejudice. On October 23, 2025, Mr. Rodriguez filed a new Complaint restated to comply with the requirements of Circuit Court. It is essentially the same grounds of unfair treatment and discrimination. EGIS has reassigned the case to Attorney Soto at Weiss Serota. On November 20, Attorney Soto filed a Motion to Dismiss the Complaint. On January 14, 2026, the Court entered an Agreed Order Dismissing the Complaint without prejudice to refile. On February 2, an Amended Complaint was filed. On February 26, a Motion to Dismiss and Motion to Strike Claim for Punitive Damages was filed on behalf of the District. The matter has not been set for hearing.

d. **Lester v. Indian Trail Improvement District**

In July 2025, Jason Lester, the District's Chief Operating Officer (COO), filed a complaint against the District in Circuit Court in Palm Beach County alleging violations of the Public Employee Whistleblower Protection Act. Mr. Lester's complaint was referred by the District's insurance carrier, EGIS, to Robert J. Sniffen, Esq., of Sniffen & Harmon, P.A. of Tallahassee, to represent the District.

e. **Peterson v. Indian Trail Improvement District**.

A former employee of the District, Michael Peterson, filed suit against the District alleging whistleblower violations. On March 11, 2026, the District's defense was assigned to the firm of Sniffen & Harmon by the District's insurance carrier, EGIS. A response to the Complaint is due to be filed on May 18, 2026.

4. **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) Board of Supervisors, Revision of Civility & Decorum Policies
(h) Board of Supervisors, Revision of Rules of Procedure
(i) Administration, Public Information Matters
(j) Finance, School Board M-1 Drainage Basin Assessment Issue
(k) Operations & Maintenance, Engineering, M-0 Canal Outfall, Loren Jock Trucking Co.
(l) Parks, Acreage Community Park, Agreements with Palm Beach County
(m) Parks, ACPSE, Amendment of Surtax Reimbursement ILA
(n) Parks, Temple Park Field Light Replacement, Contract and Financing Arrangements
(o) Parks, Financing Park Capital Projects
(p) Palm Beach County, Traffic Control Interlocal Agreement Draft
(q) 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]
(r) Roads, R-3 Road Paving, 140th [R-313]/61st [R-314]/Tangerine [R-315]., Contract with R&D Paving LLC.
(s) Roads, R-3 Paving, Pave/Mill 180th Ave North from Hamlin Blvd to Tangerine Blvd; Right Turn Lane at Schools [R-305]
(t) Roads, R-3 Paving, Pave/Mill 180th Ave North from Hamlin Blvd to Tangerine Blvd; Expanded Right Turn Lane at Schools [R-305], Drainage Easement with School Board
(u) Roads, R-3 Paving, Pave/Mill 180th Ave North from Hamlin Blvd to Tangerine Blvd; Expanded Right Turn Lane at Schools [R-305], Drainage Easement with GL Homes
(v) Unit 14, FPL "Easement" Parcel, Lot Sales-Related Matters and Documents

(w) Unit 19A (Coconut Crossing, fka “Shops at Indian Trails”), Water Control Plan Issues
(x) Unit 19B (KMF Avocado Apartments, fka “Alton Northlake”), Development Plan Issues
(y) Unit 19C (Coconut Palm Plaza), Water Control Plan Matters
(z) Unit 24 (Vintage Oaks), Water Control Plan Matters
(aa) Unit M-1 Revision/Update Issues
(bb) Unit M-1, 640-Acre Parcel, M-1 Basin Impoundment Expansion Issues
(cc) Unit M-2, Seminole Improvement District (SID), M-2 Canal Outfall Issues

AGENDA ITEM NO. 14.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
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 April 2026.
FISCAL IMPACT:	None
RECOMMENDATION:	Motion to Receive and File Engineer's monthly report.

ATTACHMENTS:
2026_0415 - ENG RPT.pdf

INDIAN TRAIL IMPROVEMENT DISTRICT
DISTRICT ENGINEER'S PROJECT STATUS REPORT
April 15, 2026 BOARD MEETING
Status **UPDATE** as of 4/5/26

ITID DISTRICT MATTERS – SJE

- **Overall ITID** (91084.000)
  Attended ITID agenda, BOS, and Zoom meetings and assisted in agenda preparation.

  Prepared monthly Engineer's reports and coordinated with engineers and surveyors.

  Responded to numerous queries and activities including: a PRR regarding a SFWMD permit, Concierge coverage, easement maps to GIS, and canal maps,

  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)
  Same as 3/25/26: Civil design of alternate pump station using Angle Lineshaft Axial Flow Pumps (typically used in agriculture) complete. Received SFWMD & CGCDD permits. Applied for Corps of Engineers permit. Prepared bid documents. The next step is to go out to bid.

- **EW Canal Grant 4337-267-R** (91084.003)
  Not moving forward at this time due to fiscal constraints.

  Same as 6/11/25: DEM has determined that the project is not eligible due to the benefit to cost results.

  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)
  Contract negotiations with Ferreria Construction Co Inc failed. At the 3/25/26 regular meeting the Board decided to terminate contract negotiations with Ferreria and

authorize contract negotiations with the second lowest bidder, Loren Jock Trucking Inc. The Notice of award was sent to Loren Jock on 3/27/26 and the contract was sent on 3/31/26. Had discussions with contractor and structural engineer regarding sheet piling grade.

Same as 3/25/26: Discussions continue with PBC to possibly upgrade the structure to include water conservation and eastward conveyance.

Same as 10/15/25: Applied for and received an extension of the SFWMD ROW permit to 9/30/26.

Same as 7/16/25: Also coordinating with PBC and FFWCC on required control elevation in SFWMD permit. Responses are lagging. Note PBC wants to help fund a change to make the structure more flexibility.

- **ITID GIS Initiative** (91084.006)
  Continued working with staff and consultant (FTC) to establish a fully functional GIS system. The second contract authorization is authorized.

- **UNIT 19C Coconut Palm Plaza** (91084.010)
  Resolution approved at the 7/6/25 meeting authorizing preparation of the Engineer's Report. Received land value information from the applicant. Draft Engineer's Report complete and distributed it to staff on 1/9/26 for review and comments. Have not received any comments to date. Postponed from the 3/25/26 agenda for assessment methodology discussion.

  The 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. Another Request for Additional Information (RAI) was sent to the applicants engineer on 2/25/26. A Special Permit cannot be issued prior to the completion of the Water Control Plan process (which includes the Engineer's Report).

- **RAWLINGS ESTATE** (91084.011)
  Project owner changing, revisions will occur.

- **UNIT 19B ALTON NORTHLAKE Unit 19B** (91084.012 & SP-0532)
  Same as 3/25/26: Received query about lot west of 140th. East of 140th under construction. Coordinated repair of temporary crossing of Hamlin for outfall.

- **NPDES** (91084.015)
  FDEP audited ITID along with multiple others. Assembled numerous documents including creating some new Standard Operating Procedures and transmitted to FDEP. FDEP visit to ITID was completed on 12/11/25. Annual Report for FY 2023-2024 as audited and responses submitted accepted by FDEP.

Annual Report for FY2024-2025 complete and submitted.

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.

  Some emails regarding FPL corridor ownership.

  Responded again to Ibis Nursery question.

  Same as 5/21/25: Met with District staff and started preparing plans to modify the operable Amil gates. Amil Gate mechanical work completed. Also met with staff to initiate revisions to the 40th St Structure.

  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-1 Basin** 640 acre Impoundment (91084.016)
  Prepared and modified scope for modeling update, authorized contract with sub consulting engineer.

  Prepared draft Water Control Plan.

  Preparing construction plans.

  Gathered legal information to supply to surveyor for definition of required modification to the Water Control Plan for the addition of the 640 Ac Impoundment. Broken down into two areas: all areas for drainage and areas to be in the Water Control Plan.

  Same as 8/20/25: Resolution Designating 640 acre Unit approved at the 7/16/25 meeting.

  Supplied additional modeling information to sub-consultant for upgrade of ICPR computer simulations. Received proposal for model updates.

- **M-2 Basin** (91084.020)
  Compiled monthly surface water stages and transmitted to SFWMD and ITID.

  Coordination continues with the District Executive Director and attorneys. Coordination with legal continues.

Answered operations query (again) from SFWMD.

Same as 8/20/25: M-2 Impoundment Bypass is complete. Grant paperwork in process necessary for payment application and final, subject to July invoicing.

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 operation stages in the M-2 Canal and eliminating this high water discharge limitation are warranted (in the District Engineer's opinion).

- **Roadways** (91084.025)
  Continued tracking the County's Comprehensive Master Transportation Plan.

  Answered questions about 180th from Tangerine to Hamlin. Continued coordination to obtain needed easements. Send background information to Mary McNicolas.

  Updated millings roadways information again.

  Received response from PBC regarding stop signs and proposed ILA.

  Answered more questions on 60th St drainage at Coconut.

  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 complete and the NTP was issued for 1/6/25. 61st, Tangerine, and 140th are substantially complete. The next bid set of R-3 Roadway projects is Tangerine from 180th to Mandarin. Tangerine is still in design. Received 90% plans from Captec. Trying to obtain easements from GL Homes and the School Board.

  Hamlin from 190th to 180th had a one year inspection. Some pavement cracking was observed. Contractor to repair.

  The last R-3 Roadway to be bid on is 180th from Tangerine to Hamlin. Received 90% plans from Captec.

  Same as 5/21/25: The Board approved an update of the stop sign study at the 4/16/25 meeting. The Board also approved 50 new LED stop signs (not new locations, replacements).

  Same as 12/18/24: Investigated the connections to Beeline Highway. There may be two but there are differences of opinion from PBGs and PBC as to the routes.

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 2/18/26.

  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)
  Same as 1/15/25: Construction is underway to complete the Levee up to SPW Rd. The section north of SPW Rd is delayed.

  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. M-2 complete.

- **Loxahatchee River Watershed Restoration Plan: FKA North County Plan/Mecca** (91084.088)
  Same as 12/10/25: Another Charette was held, but this one was to "Discuss the ITID requirements for water availability". Very slow process, SFWMD will be rerunning model for water availability. Numerous follow up emails and phone conversations to explain how ITID's system works. SFWMD cited 10 months to a year before they get back to the ITID Board. Sent out stage and flow data in response to questions.

  Same 8/20/25: Reviewed meeting minutes from the second charette regarding the C-18 Reservoir on 7/7/24, made comments on 7/25/25. The current proposal is to have a gravity structure at the M-0 Canal and Seminole Pratt Whitney Road. The

ASR component is delayed, but the reservoir design is proceeding. Essentially no additional coordination regarding an ILA or operations has occurred since last year (where little coordination occurred).

Same as 3/18/25: PBC portion of plan for area adjacent to the C-18 Reservoir is going to contract. This is on the south and east sides of the property.

Same as 3/27/24: SFWMD made a status presentation to the Board on 2/28/24.

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 7/16/25: Conversations via email are occurring relative to a joint grant with PBC for funding.
  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)
  Same as 7/16/25: An Administrative judge ruled in favor of FDOT on all issues regarding the SFWMD permit. WPB has filed an appeal. Construction is delayed until at least 2029 due to legal challenges from WPB.

- **Westlake/Minto/Callery Judge** (91084.222)
  Same as 1/15/25: SID notified ITID of 140th in their jurisdiction.
  Same as 10/16/24: Received final judgement in favor of ITID. On Appeal.

- **GL Homes** (91084.235)
  Same as 11/13/24: 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, 91084.238)
  Answered question on needs to close out project. Waiting on final inspection and "as-builts".

  Same as 11/11/25: A Public Hearing was conducted at the 10/15/25 meeting. The Resolution approving and confirming the creation of Unit of Development 24, Vintage Oaks, was approved at the 10/15/25 Board meeting. The Special Permit approving the drainage connection was also approved at the 10/15/25 Board meeting.

  Same as 11/11/25: SFWMD denied our request to allow the pass through discharge.

- **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.

- **Acreage Community Park** (91084.P09)
  See Executive Director's Report. Note the District Engineer coordinated with SFWMD to eliminate the exfiltration trench and other permitting issues. SFWMD stated they will issued the permit before the next ITID Board meeting.

SPECIAL PERMITS

OLDER SPECIAL PERMITS

- **Overall:**
  Answered Special Permit questions.

- **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. Due to another appeal being filed by WPB, the ITID Board extended the start of construction to 8/20/29 at the 8/20/25 BOS meeting.

- **RPB Blvd 60th to Orange-Special Permit #0125** (91084.327)
  Approved at the 12/16/20 Board meeting. Construction started (pipe replacement).

- **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.

NEW FORMAT FOR CURRENT SPECIAL PERMITS

Permit Numbe	Applicant	Project Numer	Date Submitted	Status	Status Date	Date Closed	Days Open/Elapse	Comments
SP-0453	KHA	Seminole Orange Plaza	4/25/2022	In Construction	11/25/2025		1310	Phase 6 is now in construction Check DRO since the buildings have changed
SP-0462	Douglas Moore	.529 Memory Care	5/10/2022	In Construction	2/27/2025		1024	
SP-0525		.593 Lakeside Landings	5/30/2023	Closed	7/25/2023		56	8/19/2025 Final inspection
SP-0531		.599 Planet Kids IX	7/31/2023	In Construction	3/27/2024		240	11/18/2025 Permit modification received
SP-0532	DKC	.600 Shops at IT_Coco Xing	8/14/2023	In Construction	2/20/2025		556	
SP-0558	FPL	.625 OH INSTALLATION 6828 DENNIS ST	10/18/2024	Issued	12/18/2024		61	
SP-0559	Anchor GC	.626 13980 89th WM	12/12/2024	In Construction	1/15/2025		34	
SP-0560	MCI	.600 M1 at Okee	1/14/2025	Issued	3/18/2025		63	
SP-0561	FPL	.628 Conduit at 6238 Indian Trail Dr	2/7/2025	Closed	2/19/2025		12	9/8/2025 as-builts have been submitted 9/10/2025 inspection flailed due to sw ales. Notification w as sent 9/18/2025 final inspection has passed.
SP-0562	FPL	.629 M1_Southern	2/24/2025	Issued	4/16/2025		51	
SP-0563	FPL	.630 RPB Blvd Poles	2/21/2025	Issued	3/18/2025		25	
SP-0564	D.R. Horton	.631 Vintage Oaks	3/4/2025	Added to agenda	10/15/2025		225	on hold pending WCP
SP-0565	FPL	.632 Remove 6 Poles	2/21/2025	Issued	3/18/2025		25	
SP-0566	Comcast	.633 140th_CitGrv	3/5/2025	Issued	3/27/2025		22	
SP-0567	Cowncastle	.634 DB NL	3/17/2025	Issued	4/16/2025		30	
SP-0568	FPL	.637 Tangerine	3/24/2025	Issued	8/20/2025		149	
SP-0569	ATT	.635 Trench Cheltenham	3/25/2025	Issued	4/3/2025		9	
SP-0570	FPL	.636 UG Installation Key Lime	3/24/2025	Closed	4/3/2025		10	9/8/2025 as-builts have been submitted 9/10/2025 inspection flailed due to sw ales. Notification w as sent 9/18/2025 final inspection has passed.
SP-0571	FPL	.638_SP-0571 FPL Utl Transfer 70th	4/9/2025	Close out	5/21/2025		42	
SP-0572	ATT	.639_SP-0572 ATT Unit 1 DB	4/9/2025	Issued	5/21/2025		42	
SP-0573	Comcast	.640_Comcast-Trench Goldcup	4/18/2025	Issued	5/21/2025		33	
SP-0574	Comcast	.641_Comcast-Trench Aquaduct	4/18/2025	Issued	5/21/2025		33	
SP-0575	FPL	.642_SP-0575 FPL-Poles 62nd_82nd	4/23/2025	Issued	5/21/2025		28	
SP-0576	FPL	.643_SP-0576 FPL-Poles_Aerial	4/23/2025	Issued	5/21/2025		28	
SP-0577	FPL	.644_SP-0577 FPL-Remove Poles	4/23/2025	Issued	5/21/2025		28	
SP-0578	FPL	.645_SP-0578 FPL-Remove 9 Poles M1 Basin	4/29/2025	Close out	5/21/2025		22	Final invoice to be sent.
SP-0579	FPL	.646_SP-0579 FPL Remove Pole Orange Grove	4/29/2025	Issued	5/21/2025		22	
SP-0580	FPL	.647_SP-0580 FPL Remove Pole Orange	4/29/2025	Issued	5/21/2025		22	
SP-0581	FPL	.648_SP-0581-Remove PolesTemple_43rd	5/1/2025	Issued	5/21/2025		20	
SP-0582	MCI	.649_SP-0582 MCI DB M1 Canal_Sparrow	5/13/2025	Closed	6/11/2025		29	8/20/2025 final inspection passed.
SP-0583	FPL	.650_SP-0583 FPL Remove Pole 100th	5/13/2025	Issued	6/11/2025		29	
SP-0584	ATT	.651_ATT Poles HH NL_Hall	5/19/2025	Issued	6/11/2025		23	
SP-0585	FPL	.652_FPL Remove Pole 40th	6/2/2025	Issued	7/16/2025		44	
SP-0586	FPL	.653_FPL Remove Pole 40th at RPBB	6/2/2025	Issued	7/16/2025		44	
SP-0587	FPL	.654_FPL Remove Pole Temple	6/11/2025	Issued	7/16/2025		35	
SP-0588	FPL	.655_FPL Splice Hamlin	6/17/2025	Issued	7/16/2025		29	
SP-0589	Loxahatchee Muslim Center	.656_ Lox Mus	6/17/2025	Comments Sent	7/16/2025		29	07/16/2025 First set of comments sent 11/10/2025 Responses received 11/19/2025 Second set of comments sent
SP-0590	FPL	.657_FPL Splice 100th	7/5/2025	Issued	8/20/2025		46	
SP-0591	FPL	.658_FPL Poles NL Apache_Hall	7/10/2025	Issued	8/20/2025		41	

Permit Numbe	Applican	Project Numer	Date Submitted	Status	Status Date	Date Closed	Days Open/Elapse	Comments
SP-0592	FPL	.SP-0592 FPL Remove 9 Poles	7/22/2025	Issued	8/20/2025		29	
SP-0593	FPL	.660-FPL Misc 89_94_95_96th	7/29/2025	Issued	8/20/2025		22	
SP-0594	FPL	.661- FPL Misc 62_80_82_89th	7/29/2025	Issued	8/20/2025		22	3/3/2026 Final inspection failed due to the swale. Comments were sent
SP-0595	FPL	.666_FPL 8 OH Transfers	8/11/2025	Issued	9/17/2025		37	
SP-0596	FPL	.662_FPL Misc 86_GV_82_89th	7/29/2025	Issued	8/20/2025		22	
SP-0597	FPL	.663_FPL Replace Pole Epson	7/29/2025	Issued	8/20/2025		22	
SP-0598	FPL	.664_FPL 10 OH Transfers	8/11/2025	Issued	8/11/2025		0	
SP-0599	FPL	.665_FPL Remove Pole 140th	8/11/2025	Issued	9/17/2025		37	
SP-0600	FPL	.667_FPL 9 OH Transfers	8/11/2025	Issued	9/17/2025		37	
SP-0601	FPL	.668_ FPL Remove 17 Poles	8/14/2025	Issued	9/17/2025		34	
SP-0602	FPL	.669_FPL OH Transfers	8/14/2025	Issued	9/17/2025		34	
SP-0603	Comcast	.670_Comcast Downers	8/21/2025	Issued	9/17/2025		27	
SP-0604	Comcast	.671_Comcast 60th Ln N	8/21/2025	Issued	9/17/2025		27	
SP-0605	Comcast	.672_ Comcast 41st Ct N	8/21/2025	Issued	9/17/2025		27	
SP-0606	Comcast	.673_Comcast Avocado	8/22/2025	Issued	9/17/2025		26	
SP-0607	FPL	.674_FPL Remove 3 Poles	8/26/2025	Issued	9/17/2025		22	
SP-0608	FPL	.675_FPL Remove 2 Poles	9/16/2025	Issued	10/15/2025		29	
SP-0609	FPL	.676_FPL 79th HH_Misc	9/16/2025	Issued	10/15/2025		29	
SP-0610	MCI	.677_MCI DB Northlake	9/9/2025	Issued	10/15/2025		36	
SP-0611							46117	
SP-0612	FPL	.678_FPL Remove Pole 72nd	9/26/2025	Issued	10/15/2025		19	
SP-0613	FPL	.679_FPL 2HHs_8 Transfers	9/26/2025	Issued	10/15/2025		19	10/03/2025 One comment sent
SP-0614	FPL	.680_FPL 2HHs 5 Transfers	9/26/2025	Issued	10/15/2025		19	
SP-0615	FPL	.681_FPL Trans_Poles	10/13/2025	Issued	11/12/2025		30	
SP-0616	FPL	.682_FPL Remove Pole 140th	10/13/2025	Issued	11/12/2025		30	
SP-0617	FPL	.683_FPL Remove Pole Hamlin	10/20/2025	Issued	11/12/2025		23	
SP-0618	PBC	.684 Pers_OG at SR7	11/6/2025	Issued	12/10/2025		34	
SP-0619	MCI	.685_MCI DB at Okee	11/12/2025	Issued	1/28/2026		77	12/02/2025 Comments sent 12/12/2025 Reponses to comments received
SP-0620	FPL	.686_FPL 1HH 2UG 5 Removals	12/3/2025	Issued	1/28/2026		56	
SP-0621	FPL	.687_FPL 3HH 75th LN N	12/3/2025	Issued	1/28/2026		56	
SP-0622	FPL	.688_FPL 9 PP 7DW	12/3/2025	Issued	1/28/2026		56	
SP-0623	FPL	.689_FPL 1 Pole 16577 Orange	12/3/2025	Issued	1/28/2026		56	
SP-0624	FPL	.690_FPL 1 PP 13966 76RD N	12/3/2025	Issued	1/28/2026		56	
SP-0625	FPL	.691_FPL Remove Pole 12032 Orange	12/3/2025	Issued	1/28/2026		56	
SP-0626	FPL	.692_FPL Transf_Pole 13722	12/3/2025	Issued	12/4/2025		1	
SP-0453		.521_-Orange Blvd Parcel 6		Application Received			46117	12/16/2025 Permit mod has not been applied for.
SP-0627	ATT	.693_DB_Cabinet 83rd	1/16/2026	Comments Sent			79	1/26/2026 comments sent. 3/9/2026 responses received 3/10/2026 Comments sent
SP-0628	Comcast	.694_Comcast_SRG	1/16/2026	Comments Sent			79	1/26/2026 comments sent.
SP-0629	FPL	.695_FPL Remove 4 Poles	1/13/2026	Issued	3/25/2026		71	
SP-0630	FPL	.696_FPL Remove Poles	1/13/2026	Issued	3/25/2026		71	
SP-0631	FPL	.697_FPL Remove 4 Poles	1/13/2026	Issued	3/25/2026		71	

Permit Numbe	Applicant	Project Numer	Date Submitted	Status	Status Date	Date Closed	Days Open/Elapse	Comments
SP-0632	FPL	.698_FPL Remove 3 Poles		Issued	3/25/2026		46106	
SP-0633	FPL	.699_FPL Remove 2 Poles		Issued	3/25/2026		46106	
SP-0634	FPL	.700_FPL 2 OH Transfers		Issued	3/25/2026		46106	
SP-0635	FPL	.701_ FPL Remove Pole Add HH	3/3/2026	Void			33	This permit has been voided.
SP-0636	FPL	.702_FPL Remove Poles_Misc		Issued			46117	
SP-0637	FPL	.703_FPL Remove 5 Poles_Misc		Void			46117	This permit has been voided.
SP-0638	Comcast	.704_Comcast DB 15301 ft	2/24/2026	Void	3/25/2026		29	3/10/2026 responses received 3/23/2026 Permit has been removed from agenda. See email and comments.
SP-0640	FPL	.705 FPL Remove 8 Poles	3/25/2026	Issued	3/25/2026		0	
SP-0641	FPL	.706 FPL Remove 2 Poles		Issued	3/25/2026		46106	
SP-0642	FPL	.707 FPL Remove Pole	11/25/2025	Issued	3/25/2026		120	
SP-0643	FPL	.708 FPL Emergency OH	11/25/2025	Issued	3/25/2026		120	
SP-0644	FPL	.709 FPL Remove 9 Poles 80th	2/16/2026	Issued	3/25/2026		37	
SP-0645	FPL	.710 FPL Transfer OH 73rd	2/16/2026	Added to agenda	4/15/2026		58	
SP-0639	Comcast	.711 Comcast UG 180th	2/13/2026	Void	3/25/2026		40	
SP-0646	MCI	.712 MCI DB Orange	2/13/2026	Issued	3/25/2026		40	
SP-0647	FPL	.713 DB SPW-SYC-CH					46117	
SP-0648	FPL	Remove Pole 69th	3/5/2026	Added to agenda	4/15/2026		41	
SP-0649	FPL	Misc Upper M-1	3/6/2026	Added to agenda	4/15/2026		40	
SP-0650	FPL	Remove 9 Poles Tangerine					46117	
SP-0651	FPL	Misc 69_70_77_78_80					46117	

Note: These monthly reports may, at the 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

AGENDA ITEM NO. 14.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: April 15, 2026

SUBMITTED BY: Robert Robinson

DEPARTMENT: Administration

ITEM TYPE: Reports

AGENDA SECTION: **REPORTS (File and Receive)**

SUBJECT: DED Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Receive and File

ATTACHMENTS:
DED BOS REPORT APR. 2026.docx

R-313 / R-314 / R-315 140th - Tangerine - 61ST St. N.

Contract start date Jan 6, 2024. Substantial Completion Date August 31, 2025.

Onsite meeting with R&D, pipe sub-contractor Johnson David and Captec staff. Final outcome will be lowering the dump pipe on 61st canal to facilitate drainage. Two driveway cracks on 61st will be repaved with thicker layer to displace load and give more coverage. All other deficiencies have been addressed. One additional Catch Basin will be added to driveway pipe on north end of 140th by Orange Blvd. Ditch too steep and needs traffic bearing drain 6' from road edge. This will result in a CO. First quote was $14,000 and we got them down to $9000. There will be a few more CO's that were not addressed during construction. Hoping to get project finale by May, 2026.

SRG Unit 20

Meeting with Comcast to discuss locations for media utilities that will be placed underground to avoid conflict with future FPL lines. Submission of discharge sent to CGCDD for permitting. Awaiting decision on Task 2 of Pump Station grant. Marie Ct. swale still needs to be finished graded.

M2 Storage Expansion

Rim ditch deepened to exposed last rock cut of very usable shellrock, very little processing will be needed for this layer of material. Crews working on Bench 4 and should be complete before May.

Processed material loaded out to district projects for month of February & March.

February	Millings	Road Base	Rip Rap	57 Stone	#1 Fill	Top Soil
LOADS	38	240	2	0	79	8
YARDAGE	608	3840	32	0	1264	128
TONNAGE	821	5184	43	0	1706	173
March	**Millings**	**Road Base**	**Rip Rap**	**57 Stone**	**#1 Fill**	**Top Soil**
LOADS	18	466	1	4	49	0
YARDAGE	288	7456	16	64	784	0
TONNAGE	389	10066	22	86	1058	0

February and March 15,250 Tons of Base Rock were loaded out to district roads.

If purchased locally the cost would be **$349,265**

$ 305,000 Base Rock / $ 35,932 #1 Fill / $ 8,333 Coase Aggregate & Top Soil

13,995 Yds. Material excavated from Cell 4. This material stockpiled for processing.

Coconut Park

Substantial completion of the pier revealed some deficiencies in the construction, missing a few tiedown items. A meeting is set up with the Structural Engineer and will make a punch list for the additional work. Sidewalk subgrade and rockbase is complete, paving has been pushed due to rain. Will be completed the week of April 13 along with fencing. Fitness equipment is complete also. Signage and sod will be the remaining tasks after paving is complete. Staff has requested a extension to the grant due to weather and contractor issues.

M/O Outfall Project

Change of contractor is complete. Staff met with Loren Jock Trucking for a site visit and to work out logistics on laydown and work zones. They requested and given two keys to access the project. Once start date is established staff will notice FWC on construction commencement. Access to L8 for public discussed, some temporary closures are expected to limited easements.

AGENDA ITEM NO. 14.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Finance
ITEM TYPE:	Reports
AGENDA SECTION:	**REPORTS (File and Receive)**
SUBJECT:	Finance Report - February 2026
BACKGROUND:	
FISCAL IMPACT:	.
RECOMMENDATION:	Motion to receive and file.

ATTACHMENTS:
Board Report.pdf

INDIAN TRAIL

IMPROVEMENT DISTRICT

EST. 1957

FINANCIAL REPORTS

FEBRUARY 2026

PREPARED BY: MCINTOSH CPA on behalf of FINANCE DEPARTMENT

MCINTOSH CPA

INTEGRITY • INSIGHT • ASSURANCE

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3 **Assessment Revenue**
Budget to actual by unit of development for October 2025 - February 2026

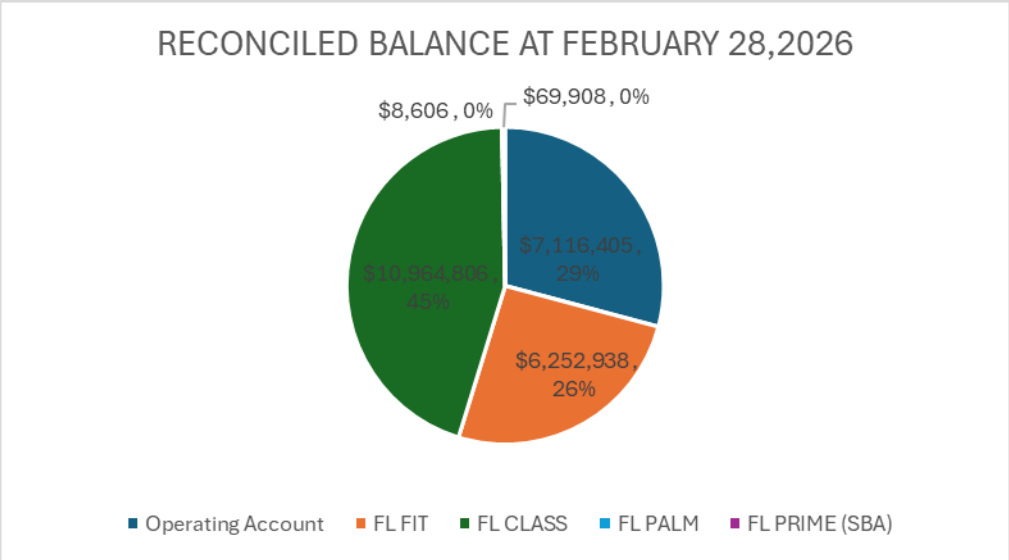
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Monthly revenue by permit type for October 2025 - February 2026

5 **Department Analysis**
Total spend reported by category within each department for October 2025 - February 2026

6 **Bonds Outstanding**
Amounts outstanding at February 28, 2026 and amount of principal / interest paid for all bonds

CASH BALANCES

SPECIAL REVENUE FUND



Special Revenue Fund		RECONCILED BALANCE AT FEBRUARY 28,2026
Operating Account	$	7,116,405
FL FIT	$	6,252,938
FL CLASS	$	10,964,806
FL PALM	$	8,606
FL PRIME (SBA)	$	69,908

ACCOUNT		INTEREST EARNED OCTOBER - FEBRUARY 2026	AVERAGE 30 Day YIELD
FL FIT	$	106,745.66	4.000%
FL CLASS	$	100,501.30	3.750%
FL PALM	$	139.89	N/A
FL PRIME (SBA)	$	1,154.17	N/A

CASH BALANCES cont'd

BONDS

Series 2015 Bond	Balance at FEBRUARY 28, 2026	
CASH	$	-
DEBT SERVICE ACCOUNT	$	545,296
COST OF ISSUANCE	$	6
RESERVE	$	594,506
Series 2022 R3 Bond		
CASH	$	-
DEBT SERVICE ACCOUNT	$	1,173,065
PROJECT FUND**	$	3,399,844
Series 2022 Unit 20 Bond		
CASH	$	-
DEBT SERVICE ACCOUNT	$	288,854
RESERVE	$	194,973
PROJECT FUND**	$	594,548

** Includes project costs not yet paid

Detail vs Budget Report

Indian Trail Improvement District, FL

Date Range: 10/01/2025 - 02/28/2026

		Fiscal Budget	Total Activity	Budget Remaining	% Remaining
Revenue					
	Dept: 01 - Administration				
	ASSESSMENT REVENUE	(22,087,365.00)	(19,520,691.62)	(2,566,673.38)	12%
	DISCOUNTS	997,751.00	765,495.69	232,255.31	23%
	CHARGES FOR SERVICES - EQUIPMENT	(80,000.00)	-	(80,000.00)	100%
	INTEREST REVENUE	(150,000.00)	(208,541.02)	58,541.02	-39%
	SALE OF FIXED ASSETS	(50,000.00)	-	(50,000.00)	100%
	CULVERT/DRIVEWAY/GATE PERMITS	(50,000.00)	(25,625.00)	(24,375.00)	49%
	SPECIAL PERMITS	(15,000.00)	(22,750.00)	7,750.00	-52%
	MISCELLANEOUS REVENUE	(15,000.00)	(116,538.97)	101,538.97	-677%
	01 - Administration Totals:	**(21,449,614.00)**	**(19,128,650.92)**	**(2,320,963.08)**	
	Dept: 02 - Parks				
	GRANT REVENUE	(400,000.00)	(1,825,723.11)	1,425,723.11	356%
	PARK REVENUE	(20,000.00)	(3,275.00)	(16,725.00)	-84%
	HAMLIN HOUSE REVENUE	-	(2,025.00)	2,025.00	0%
	02 - Parks Totals:	**(420,000.00)**	**(1,831,023.11)**	**1,411,023.11**	
	Dept: 03 - Operations				
	STATE GRANT REVENUE	(138,042.00)	(34,959.68)	(103,082.32)	-75%
	DISPOSITION OF FIXED ASSETS	(25,000.00)	-	(25,000.00)	-100%
	03 - Operations Totals:	**(163,042.00)**	**(34,959.68)**	**(128,082.32)**	
	Dept: 04 - M1				
	GRANT REVENUE	(757,997.00)	-	(757,997.00)	-100%
	SALE OF FIXED ASSETS	(25,000.00)	-	(25,000.00)	-100%
	04 - M1 Totals:	**(782,997.00)**	**-**	**(782,997.00)**	
	Revenue Totals:	**(22,815,653.00)**	**(20,994,633.71)**	**(1,821,019.29)**	
Expenditures					
Unit: 999 - Prior to Allocation					
	Dept: 01 - Administration				
	WAGES, BOARD OF SUPERVISORS	33,600.00	14,000.00	19,600.00	58%
	WAGES, EXECUTIVE DIRECTOR	231,000.00	100,269.29	130,730.71	57%
	WAGES, OTHER	941,303.00	329,077.24	612,225.76	65%
	OVERTIME	20,000.00	7,845.84	12,154.16	61%
	PAYROLL TAXES	93,277.00	30,584.64	62,692.36	67%
	RETIREMENT	257,752.00	101,069.82	156,682.18	61%
	EMPLOYEE INSURANCE	272,810.00	77,916.72	194,893.28	71%
	WORKER'S COMP INSURANCE	17,397.00	-	17,397.00	100%
	REEMPLOYMENT TAX	1,030.00	-	1,030.00	100%
	EMPLOYEE RECOGNITION	12,225.00	8,797.29	3,427.71	28%
	UNIFORMS	1,133.00	4,725.69	(3,592.69)	-317%
	COMMISSIONS	237,323.00	187,528.12	49,794.88	21%
	COMPUTER PROGRAMMING & MAINTENANCE	-	16,930.02	(16,930.02)	
	CONTRACTUAL SERVICES-PROFESSIONAL	532,910.00	203,002.93	329,907.07	62%
	CONTRACTUAL SERVICES-OTHER	14,523.00	2,267.73	12,255.27	84%
	ATTORNEY FEES	300,000.00	149,078.90	150,921.10	50%
	ATTORNEY - HUMAN RESOURCES	25,000.00	6,902.50	18,097.50	72%
	IT SUPPLIES & ACCESSORIES	20,968.00	-	20,968.00	100%
	IT SOFTWARE SUBSCRIPTIONS	15,600.00	7,861.58	7,738.42	50%
	IT SERVICE CONTRACTS	28,600.00	6,640.20	21,959.80	77%
	IT SOFTWARE	157,332.00	86,038.67	71,293.33	45%
	IT HARDWARE	7,500.00	6,896.79	603.21	8%
	ACCOUNTING & AUDITING FEES	75,000.00	500.00	74,500.00	99%
	TRAVEL	32,754.00	7,903.17	24,850.83	76%
	MEETINGS/MEALS	7,210.00	3,278.92	3,931.08	55%
	TELEPHONES & COMMUNICATIONS	81,370.00	35,304.05	46,065.95	57%
	POSTAGE & DELIVERY	2,884.00	936.49	1,947.51	68%
	UTILITIES	7,211.00	11,845.03	(4,634.03)	-64%

Dept: 01 - Administration	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
EQUIPMENT LEASING, LONG-TERM (NON-CAPITAL)	11,640.00	2,407.25	9,232.75	79%
GENERAL INSURANCE	72,349.00	100.00	72,249.00	100%
REPAIRS & MAINTENANCE - BUILDING	6,025.00	7,247.08	(1,222.08)	-20%
PRINTING, SIGNAGE & FORMS	1,545.00	118.30	1,426.70	92%
PUBLIC RELATIONS, LEGAL NOTICES	7,725.00	3,429.63	4,295.37	56%
CHARGES AND FEES	5,407.00	7,367.88	(1,960.88)	-36%
RECORDS MANAGEMENT	11,660.00	6,353.24	5,306.76	46%
OFFICE SUPPLIES	7,282.00	3,411.91	3,870.09	53%
JANITORIAL SUPPLIES	618.00	18.96	599.04	97%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	12,993.00	3,166.54	9,826.46	76%
EDUCATION & TRAINING	26,100.00	5,478.61	20,621.39	79%
CAPITAL OUTLAY-COMPUTER EQUIPMENT	30,000.00	-	30,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	25,000.00	2,788.07	22,211.93	89%
ENGINEERING FEES	200,850.00	66,449.19	134,400.81	67%
DEPUTY SHERIFFS	85,000.00	28,704.00	56,296.00	66%
CONTRACTUAL SERVICES - JANITORIAL	12,360.00	994.00	11,366.00	92%
01 - Administration Totals:	**3,944,266.00**	**1,545,236.29**	**2,399,029.71**	**61%**
Dept: 02 - Parks				
WAGES, OTHER	756,993.00	277,523.21	479,469.79	63%
OVERTIME	40,000.00	30,806.59	9,193.41	23%
PAYROLL TAXES	57,751.00	23,305.84	34,445.16	60%
RETIREMENT	102,895.00	43,359.07	59,535.93	58%
EMPLOYEE INSURANCE	175,477.00	73,354.81	102,122.19	58%
WORKER'S COMP INSURANCE	25,592.00	-	25,592.00	100%
UNIFORMS	2,500.00	289.44	2,210.56	88%
CONTRACTUAL SERVICES-PROFESSIONAL	565,000.00	219,467.99	345,532.01	61%
CONTRACTUAL SERVICES-OTHER	10,000.00	2,888.16	7,111.84	71%
ATTORNEY FEES	25,000.00	22,579.00	2,421.00	10%
CONTRACTUAL SERVICES - TREE TRIMMING	40,000.00	32,000.00	8,000.00	20%
ENGINEERING FEES	2,750.00	38,177.65	(35,427.65)	-1288%
DEPUTY SHERIFFS	5,800.00	2,856.00	2,944.00	51%
CONTRACTUAL SERVICES - JANITORIAL	15,000.00	7,653.90	7,346.10	49%
TRAVEL	5,000.00	838.60	4,161.40	83%
MEETINGS/MEALS	750.00	699.20	50.80	7%
UTILITIES	120,000.00	60,139.64	59,860.36	50%
TRASH PICKUP	58,000.00	25,958.49	32,041.51	55%
EQUIPMENT RENTAL, SHORT-TERM	20,000.00	10,673.11	9,326.89	47%
GENERAL INSURANCE	59,102.00	1,180.32	57,921.68	98%
REPAIRS & MAINTENANCE - EQUIPMENT	15,000.00	8,824.13	6,175.87	41%
REPAIRS & MAINTENANCE - BUILDING	15,000.00	17,728.26	(2,728.26)	-18%
REPAIRS & MAINTENANCE - VEHICLES	7,500.00	7,004.54	495.46	7%
REPAIRS & MAINTENANCE - IRRIGATION	1,500.00	3,317.88	(1,817.88)	-121%
REPAIRS & MAINTENANCE - FIELDS & GROUNDS	75,000.00	58,280.17	16,719.83	22%
PRINTING, SIGNAGE & FORMS	10,000.00	156.21	9,843.79	98%
CHARGES AND FEES	-	2,600.12	(2,600.12)	
EVENTS	-	5,763.29	(5,763.29)	
EVENTS - COSTUMES	-	412.51	(412.51)	
OFFICE SUPPLIES	750.00	209.63	540.37	72%
JANITORIAL SUPPLIES	5,000.00	6,652.46	(1,652.46)	-33%
GASOLINE	55,000.00	20,495.75	34,504.25	63%
OPERATING MATERIALS & SUPPLIES	5,000.00	10,599.62	(5,599.62)	-112%
SAFETY SUPPLIES	500.00	527.02	(27.02)	-5%
TOOLS	4,450.00	738.59	3,711.41	83%
CHEMICALS	92,000.00	1,060.65	90,939.35	99%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	1,245.88	(245.88)	-25%
CAPITAL OUTLAY-PARK IMPROVEMENTS	502,001.00	1,825,723.11	(1,323,722.11)	-264%
GRANT EXPENDITURE	437,500.00	109,315.94	328,184.06	75%
CAPITAL OUTLAY-VEHICLES	65,000.00	53,090.00	11,910.00	18%
02 - Parks Totals:	**3,379,811.00**	**3,007,496.78**	**372,314.22**	**11%**
Dept: 03 - Roads				
WAGES, OTHER	1,936,186.00	723,079.88	1,213,106.12	63%
OVERTIME	102,000.00	14,602.99	87,397.01	86%
PAYROLL TAXES	148,118.00	55,931.44	92,186.56	62%
RETIREMENT	263,902.00	102,916.48	160,985.52	61%
EMPLOYEE INSURANCE	551,174.00	179,722.41	371,451.59	67%
WORKER'S COMP INSURANCE	68,541.00	-	68,541.00	100%

Dept: 03 - Roads	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
UNIFORMS	10,000.00	1,709.71	8,290.29	83%
CONTRACTUAL SERVICES-PROFESSIONAL	40,000.00	13,824.00	26,176.00	65%
CONTRACTUAL SERVICES-OTHER	25,000.00	2,537.81	22,462.19	90%
ATTORNEY FEES	150,000.00	25,056.50	124,943.50	83%
ENGINEERING FEES	40,000.00	12,499.58	27,500.42	69%
CONTRACTUAL SERVICES - JANITORIAL	9,000.00	1,020.00	7,980.00	89%
TRAVEL	2,000.00	-	2,000.00	100%
POSTAGE & DELIVERY	100.00	-	100.00	100%
UTILITIES	10,000.00	6,191.51	3,808.49	38%
TRASH PICKUP	10,000.00	7,799.43	2,200.57	22%
EQUIPMENT LEASING, LONG-TERM (NON-CAPITAL)	400,000.00	182,726.46	217,273.54	54%
EQUIPMENT RENTAL, SHORT-TERM	150,000.00	88,980.75	61,019.25	41%
GENERAL INSURANCE	230,801.00	8,812.02	221,988.98	96%
REPAIRS & MAINTENANCE - EQUIPMENT	275,000.00	102,034.51	172,965.49	63%
REPAIRS & MAINTENANCE - BUILDING	40,000.00	7,379.20	32,620.80	82%
REPAIRS & MAINTENANCE - VEHICLES	100,000.00	14,197.55	85,802.45	86%
DRAINAGE SWALES	-	746.26	(746.26)	
MILLING ROADS	1,300,000.00	338,631.77	961,368.23	74%
DIRT ROADS	125,000.00	-	125,000.00	100%
ASPHALT ROADS	150,000.00	10,372.89	139,627.11	93%
ASPHALT SIDEWALKS	180,000.00	38,001.65	141,998.35	79%
ROAD PREPARATION - SOD, (INCL SWALE)	400,000.00	143,081.46	256,918.54	64%
MATERIAL HAULING	262,500.00	74,912.75	187,587.25	71%
OFFICE PRINTING & SIGNAGE	900.00	-	900.00	100%
ROAD SIGNAGE	75,000.00	16,865.98	58,134.02	78%
PRINTING, SIGNAGE & FORMS	2,000.00	-	2,000.00	100%
CHARGES AND FEES	1,500.00	465.10	1,034.90	69%
OFFICE SUPPLIES	5,000.00	1,866.74	3,133.26	63%
JANITORIAL SUPPLIES	7,500.00	2,307.78	5,192.22	69%
DYED DIESEL FUEL	390,000.00	103,245.90	286,754.10	74%
OPERATING MATERIALS & SUPPLIES	100,000.00	15,400.33	84,599.67	85%
SAFETY SUPPLIES	10,000.00	368.66	9,631.34	96%
TOOLS	25,000.00	(17.48)	25,017.48	100%
LUBRICANTS AND FLUIDS	30,000.00	5,055.02	24,944.98	83%
SURVEYING SUPPLIES	5,000.00	664.98	4,335.02	87%
CAPITAL OUTLAY-TRAFFIC CALMING (UNIT SPECIFIC)	33,000.00	-	33,000.00	100%
GRANT EXPENDITURE	188,042.00	-	188,042.00	100%
CAPITAL OUTLAY-EQUIPMENT AND MACHINERY	451,759.00	-	451,759.00	100%
CAPITAL OUTLAY-VEHICLES	110,000.00	107,364.00	2,636.00	2%
03 - Roads Totals:	**8,414,023.00**	**2,410,356.02**	**6,003,666.98**	**71%**
Dept: 04 - M1				
WAGES, OTHER	1,518,187.00	497,977.51	1,020,209.49	67%
OVERTIME	40,000.00	7,866.80	32,133.20	80%
PAYROLL TAXES	116,141.00	38,522.28	77,618.72	67%
RETIREMENT	204,456.00	69,868.31	134,587.69	66%
EMPLOYEE INSURANCE	462,252.00	133,292.53	328,959.47	71%
WORKER'S COMP INSURANCE	53,744.00	-	53,744.00	100%
CONTRACTUAL SERVICES-PROFESSIONAL	-	495.20	(495.20)	
ATTORNEY FEES	20,000.00	6,682.50	13,317.50	67%
ENGINEERING FEES	650,000.00	45,746.90	604,253.10	93%
WATER QUALITY SAMPLING	30,000.00	14,346.00	15,654.00	52%
UTILITIES	2,000.00	871.51	1,128.49	56%
GENERAL INSURANCE	52,286.00	2,455.66	49,830.34	95%
REPAIRS & MAINTENANCE - EQUIPMENT	50,000.00	47,499.49	2,500.51	5%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	2,985.99	7,014.01	70%
REPAIRS & MAINTENANCE - VEHICLES	10,000.00	9,956.33	43.67	0%
DRAINAGE CULVERTS	235,000.00	130,118.32	104,881.68	45%
CANAL REPAIR	50,000.00	23,248.29	26,751.71	54%
CANAL RECLAMATION	100,000.00	12,465.00	87,535.00	88%
MAINTENANCE-CANALS (BASIN SPECIFIC)	20,000.00	17,527.81	2,472.19	12%
MOT/SIGNAGE	34,740.00	8,506.40	26,233.60	76%
DRAINAGE STRUCTURES	22,600.00	-	22,600.00	100%
PUMP STATIONS	34,000.00	1,621.81	32,378.19	95%
MAINTENANCE-PUMPS AND STRUCTURES (BASIN SPECIFIC)	-	50.57	(50.57)	
MATERIAL HAULING	91,125.00	9,435.00	81,690.00	90%
DEBRIS HAULING	50,750.00	-	50,750.00	100%

Dept: 04 - M1	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
NPDES	15,000.00	-	15,000.00	100%
TELEMETRY	10,000.00	-	10,000.00	100%
DYED DIESEL FUEL	66,000.00	49,975.69	16,024.31	24%
OPERATING MATERIALS & SUPPLIES	5,000.00	6,152.39	(1,152.39)	-23%
TOOLS	5,000.00	4,788.58	211.42	4%
LUBRICANTS AND FLUIDS	10,000.00	5,451.76	4,548.24	45%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	-	1,000.00	100%
GRANT EXPENDITURE	748,170.00	12,832.08	735,337.92	98%
CAPITAL OUTLAY-PUMPS AND STRUCTURES (BASIN SPECIF)	521,800.00	-	521,800.00	100%
CAPITAL OUTLAY-CANALS (BASIN SPECIFIC)	40,000.00	-	40,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	391,888.00	286,719.54	105,168.46	27%
04 - M1 Totals:	**5,671,139.00**	**1,447,460.25**	**4,223,678.75**	**74%**
Dept: 05 - M1S-Bayhill				
UTILITIES	21,000.00	5,118.45	15,881.55	76%
REPAIRS & MAINTENANCE - BUILDING	5,000.00	567.50	4,432.50	89%
MAINTENANCE-PUMPS AND STRUCTURES (BASIN SPECIFIC)	20,000.00	2,645.38	17,354.62	87%
TELEMETRY	5,000.00	-	5,000.00	100%
05 - M1S-Bayhill Totals:	**51,000.00**	**8,331.33**	**42,668.67**	**84%**
Dept: 06 - M2				
WAGES, OTHER	317,997.00	110,316.01	207,680.99	65%
OVERTIME	10,000.00	1,803.46	8,196.54	82%
PAYROLL TAXES	24,327.00	8,534.24	15,792.76	65%
RETIREMENT	42,845.00	15,497.03	27,347.97	64%
EMPLOYEE INSURANCE	94,802.00	29,063.27	65,738.73	69%
WORKER'S COMP INSURANCE	11,257.00	-	11,257.00	100%
ATTORNEY FEES	8,000.00	33,913.50	(25,913.50)	-324%
ENGINEERING FEES	25,000.00	2,272.50	22,727.50	91%
UTILITIES	6,000.00	1,998.31	4,001.69	67%
GENERAL INSURANCE	10,065.00	-	10,065.00	100%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	-	10,000.00	100%
MAINTENANCE-CANALS (BASIN SPECIFIC)	10,000.00	-	10,000.00	100%
MOT/SIGNAGE	13,260.00	-	13,260.00	100%
DRAINAGE STRUCTURES	5,000.00	-	5,000.00	100%
PUMP STATIONS	5,000.00	4,222.17	777.83	16%
MATERIAL HAULING	18,000.00	-	18,000.00	100%
DEBRIS HAULING	12,000.00	-	12,000.00	100%
TELEMETRY	5,000.00	-	5,000.00	100%
CAPITAL OUTLAY-PUMPS AND STRUCTURES (BASIN SPECIF)	29,000.00	-	29,000.00	100%
CAPITAL OUTLAY-CANALS (BASIN SPECIFIC)	35,000.00	5,100.00	29,900.00	85%
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	79,700.00	43,306.40	36,393.60	46%
06 - M2 Totals:	**772,253.00**	**256,026.89**	**516,226.11**	**67%**
Dept: 07 - Aquatics				
CONTRACTUAL SERVICES-OTHER	320,000.00	160,326.50	159,673.50	50%
GENERAL INSURANCE	10,000.00	-	10,000.00	100%
CHEMICALS	100,000.00	-	100,000.00	100%
07 - Aquatics Totals:	**430,000.00**	**160,326.50**	**269,673.50**	**63%**
Dept: 08 - M3 - SRG				
WAGES, OTHER	24,668.00	6,322.57	18,345.43	74%
OVERTIME	2,500.00	173.14	2,326.86	93%
PAYROLL TAXES	1,887.00	494.75	1,392.25	74%
RETIREMENT	3,278.00	878.25	2,399.75	73%
EMPLOYEE INSURANCE	7,349.00	1,844.86	5,504.14	75%
WORKER'S COMP INSURANCE	874.00	-	874.00	100%
TRASH PICKUP	1,000.00	-	1,000.00	100%
EQUIPMENT RENTAL	8,394.00	3,100.00	5,294.00	63%
DYED DIESEL FUEL	7,200.00	1,445.67	5,754.33	80%
ROAD MATERIAL	30,000.00	28,625.20	1,374.80	5%
CAPITAL OUTLAY - EQUIPMENT AND MACHINERY	2,880.00	281.25	2,598.75	90%
08 - M3 - SRG Totals:	**90,030.00**	**43,165.69**	**46,864.31**	**52%**
Dept: 09 - AG PRODUCTION				
WAGES, OTHER	161,200.00	74,517.62	86,682.38	54%
OVERTIME	22,800.00	785.08	22,014.92	97%
PAYROLL TAXES	12,332.00	5,594.85	6,737.15	55%
RETIREMENT	21,972.00	10,557.14	11,414.86	52%
EMPLOYEE INSURANCE	44,516.00	21,387.42	23,128.58	52%

Dept: 09 - AG PRODUCTION	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WORKER'S COMP INSURANCE	3,935.00	-	3,935.00	100%
UNIFORMS	600.00	125.00	475.00	79%
CONTRACTUAL SERVICES - PROFESSIONAL	3,500.00	3,686.56	(186.56)	-5%
EQUIPMENT LEASING	596,340.00	248,609.25	347,730.75	58%
EQUIPMENT RENTAL	85,000.00	12,124.11	72,875.89	86%
FUEL	78,336.00	20,199.90	58,136.10	74%
OPERATING MATERIALS & SUPPLIES	5,600.00	19,222.18	(13,622.18)	-243%
SAFETY EQUIPMENT	2,000.00	388.51	1,611.49	81%
TOOLS	2,500.00	480.84	2,019.16	81%
LUBRICANTS AND FLUIDS	7,500.00	5,943.71	1,556.29	21%
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	215,000.00	119,135.00	95,865.00	45%
09 - AG PRODUCTION Totals:	**1,263,131.00**	**542,757.17**	**720,373.83**	**57%**
Expenditure Totals:	**24,015,653.00**	**9,421,156.92**	**14,594,496.08**	**61%**

BUDGET TO ACTUAL Cont'd

VARIANCE ANALYSIS

PARKS:

Engineering **–** mainly due to costs for Coconut Park repair. This should be reimbursed by FEMA. At the time of the budget preparation, it was not known whether FEMA would approve the project and as such no amounts were budgeted for the project. A budget amendment will be proposed.

Events – At the time of the budget adoption, it was not anticipated that there would be events. After the start of the fiscal year, the Board approved events. A budget amendment will be proposed to cover these costs.

Operating Materials & Supplies – budget reallocation will be done.

Capital Outlay – Park Improvement – mainly due to turf installation at ACP South. Project was not budgeted. County will reimburse for 100% of the costs. A budget amendment will be proposed.

M2:

Attorney Fees **–** mainly due to ongoing matters related to the M2 canal that were not anticipated in the budget. A budget transfer or amendment will be proposed.

AG PRODUCTION:

Operating Materials & Supplies - budget reallocation will be done

ASSESSMENT REVENUE

ASSESSMENT COLLECTIONS VS BUDGET
OCTOBER 2025 - FEBRUARY 2026

UNIT	BUDGET	ACTUAL	% COLLECTED
1	1,921,711.00	1,702,750.69	89%
2	1,846,134.00	1,631,627.28	88%
3	1,318,322.00	1,163,426.08	88%
4	3,259,513.00	2,842,131.64	87%
5	2,375,190.00	2,146,365.22	90%
6	1,254,068.00	1,095,941.71	87%
7	1,948,974.00	1,739,322.07	89%
9	1,286,798.00	1,146,179.44	89%
10	2,902,215.00	2,578,820.00	89%
12	1,954,008.00	1,740,782.82	89%
13	436,111.00	398,384.77	91%
14	632,988.00	567,591.84	90%
17	33,717.00	32,639.40	97%
18	75,065.00	68,832.14	92%
19	12,925.00	12,704.69	98%
20	189,666.00	120,802.05	64%
M1H	24,514.00	-	0%
M1S	267,285.00	226,003.22	85%
M2D	111,221.00	97,052.34	87%
M2L	80,051.00	74,684.62	93%
2K	137,951.00	115,711.36	84%
7M	18,938.00	18,938.24	100%
UNIT 18 DEBT	596,106.00	546,574.86	92%
UNIT 20 DEBT	416,446.00	263,831.59	63%
R3 DEBT	1,106,375.00	984,747.89	89%
TOTALS	24,206,292.00	21,315,845.96	88%

PERMIT FEES

FEBRUARY 2026

TYPE	OCT	NOV	DEC	JAN	FEB	TOTAL
CULVERT	$ 6,450	$ 6,325	$ 625	$ 7,775	$ 4,050	$ 25,225
DRIVEWAY	-					-
GATE	-	200		200	-	400
SPECIAL	5,000	2,250		9,500	6,000	22,750
TOTAL	$ 11,450	$ 8,775	$ 625	$ 17,475	$ 10,050	$ 48,375

DEPARTMENT ANALYSIS

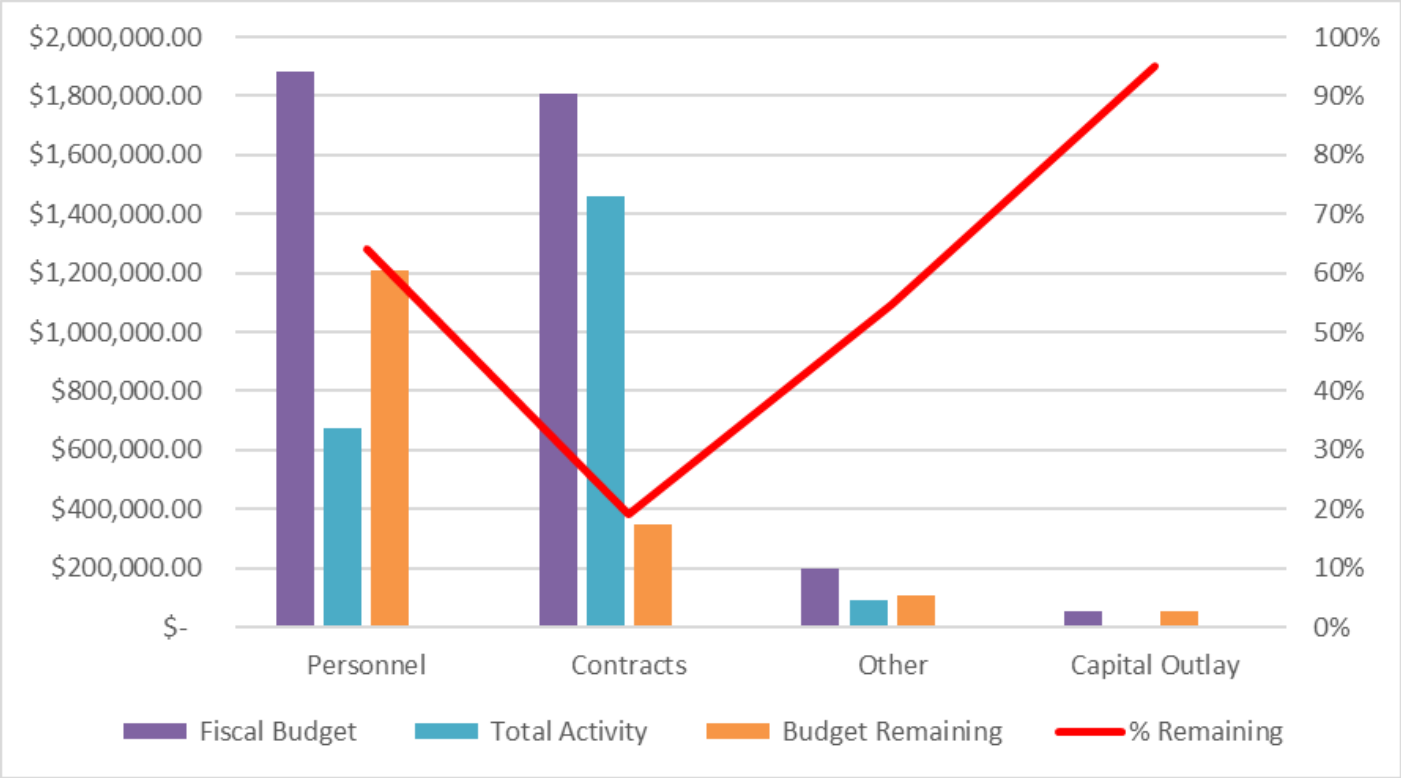
ADMINISTRATION

Role of the department - To ensure the smooth operation of the District by managing office logistics, coordinating communication, and overseeing daily support functions. In addition, maintaining records, accurately and timely reporting of financial activities, managing employee relations, manage information technology systems, organizing schedules, and providing essential services that enable other departments to focus on their core activities.

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, BOARD OF SUPERVISORS	33,600.00	14,000.00	19,600.00	58%
WAGES, EXECUTIVE DIRECTOR	231,000.00	100,269.29	130,730.71	57%
WAGES, OTHER	941,303.00	329,077.24	612,225.76	65%
OVERTIME	20,000.00	7,845.84	12,154.16	61%
PAYROLL TAXES	93,277.00	30,584.64	62,692.36	67%
RETIREMENT	257,752.00	101,069.82	156,682.18	61%
EMPLOYEE INSURANCE	272,810.00	77,916.72	194,893.28	71%
WORKER'S COMP INSURANCE	17,397.00	0.00	17,397.00	100%
REEMPLOYMENT TAX	1,030.00	0.00	1,030.00	100%
EMPLOYEE RECOGNITION	12,225.00	8,797.29	3,427.71	28%
UNIFORMS	1,133.00	4,725.69	(3,592.69)	-317%
	1,881,527.00	**674,286.53**	**1,207,240.47**	**64%**
CONTRACTS	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
COMMISSIONS	237,323.00	187,528.12	49,794.88	21%
COMPUTER PROGRAMMING & MAINTENANCE	-	16,930.02	(16,930.02)	
CONTRACTUAL SERVICES-PROFESSIONAL	532,910.00	203,002.93	329,907.07	62%
CONTRACTUAL SERVICES-OTHER	14,523.00	2,267.73	12,255.27	84%
ATTORNEY FEES	300,000.00	149,078.90	150,921.10	50%
ATTORNEY - HUMAN RESOURCES	25,000.00	690,250.00	(665,250.00)	-2661%
IT SUPPLIES & ACCESSORIES	20,968.00	-	20,968.00	100%
IT SOFTWARE SUBSCRIPTIONS	15,600.00	7,861.58	7,738.42	50%
IT SERVICE CONTRACT	28,600.00	6,640.20	21,959.80	77%
IT SOFTWARE	157,332.00	86,038.67	71,293.33	45%
IT HARDWARE	7,500.00	6,896.79	603.21	8%
ACCOUNTING & AUDITING FEES	75,000.00	500.00	74,500.00	99%
EQUIPMENT LEASING, LONG-TERM (NON-CAPITA	11,640.00	2,407.25	9,232.75	79%
GENERAL INSURANCE	72,349.00	100.00	72,249.00	100%
PRINTING, SIGNAGE & FORMS	1,545.00	118.30	1,426.70	92%
RECORDS MANAGEMENT	11,660.00	6,353.24	5,306.76	46%
ENGINEERING FEES	200,850.00	66,449.19	134,400.81	67%
DEPUTY SHERIFFS	85,000.00	28,704.00	56,296.00	66%
CONTRACTUAL SERVICES - JANITORIAL	12,360.00	994.00	11,366.00	92%
	1,810,160.00	**1,462,120.92**	**348,039.08**	**19%**
OTHER	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
MEETINGS/MEALS	7,210.00	3,278.92	3,931.08	55%
TELEPHONES & COMMUNICATIONS	81,370.00	35,304.05	46,065.95	57%
POSTAGE & DELIVERY	2,884.00	936.49	1,947.51	68%
UTILITIES	7,211.00	11,845.03	(4,634.03)	-64%
TRAVEL	32,754.00	7,903.17	24,850.83	76%
REPAIRS & MAINTENANCE - BUILDING	6,025.00	7,247.08	(1,222.08)	-20%
PUBLIC RELATIONS, LEGAL NOTICES	7,725.00	3,429.63	4,295.37	56%
CHARGES AND FEES	5,407.00	7,367.88	(1,960.88)	-36%
OFFICE SUPPLIES	7,282.00	3,411.91	3,870.09	53%
JANITORIAL SUPPLIES	618.00	18.96	599.04	97%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	12,993.00	3,166.54	9,826.46	76%
EDUCATION & TRAINING	26,100.00	5,478.61	20,621.39	79%
	197,579.00	**89,388.27**	**108,190.73**	**55%**
CAPITAL OUTLAY	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
CAPITAL OUTLAY - COMPUTER EQUIPMENT	30,000.00	-	30,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	25,000.00	2,788.07	22,211.93	89%
	55,000.00	**2,788.07**	**52,211.93**	**95%**
01 - Administration Totals:	**3,944,266.00**	**2,228,583.79**	**1,715,682.21**	**43%**

DEPARTMENT ANALYSIS

ADMINISTRATION Cont'd



DEPARTMENT ANALYSIS Cont'd

PARKS

Role of the department - To promote community health and increase physical activity by providing and promoting safe, equitable, and inclusive access to parks, trails, recreation areas, and green spaces.

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, OTHER	756,993.00	277,523.21	479,469.79	63%
OVERTIME	40,000.00	30,806.59	9,193.41	23%
PAYROLL TAXES	57,751.00	23,305.84	34,445.16	60%
RETIREMENT	102,895.00	43,359.07	59,535.93	58%
EMPLOYEE INSURANCE	175,477.00	73,354.81	102,122.19	58%
WORKER'S COMP INSURANCE	25,592.00	0.00	25,592.00	100%
UNIFORMS	2,500.00	289.44	2,210.56	88%
	1,161,208.00	**448,638.96**	**712,569.04**	**61%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CONTRACTUAL SERVICES - PROFESSIONAL	565,000.00	219,467.99	345,532.01	61%
CONTRACTUAL SERVICES - OTHER	10,000.00	2,888.16	7,111.84	71%
ATTORNEY FEES	25,000.00	22,579.00	2,421.00	10%
CONTRACTUAL SERVICES - TREE TRIMMING	40,000.00	32,000.00	8,000.00	20%
ENGINEERING FEES	2,750.00	38,177.65	(35,427.65)	-1288%
DEPUTY SHERIFFS	5,800.00	2,856.00	2,944.00	51%
CONTRACTUAL SERVICES - JANITORIAL	15,000.00	7,653.90	7,346.10	49%
TRASH PICKUP	58,000.00	25,958.49	32,041.51	55%
EQUIPMENT RENTAL, SHORT-TERM	20,000.00	10,673.11	9,326.89	47%
	741,550.00	**362,254.30**	**379,295.70**	**51%**

OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
TRAVEL	5,000.00	838.60	4,161.40	83%
MEETINGS/MEALS	750.00	699.20	50.80	7%
UTILITIES	120,000.00	60,139.64	59,860.36	50%
GENERAL INSURANCE	59,102.00	1,180.32	57,921.68	98%
PRINTING, SIGNAGE & FORMS	10,000.00	156.21	9,843.79	98%
CHARGES & FEES	-	2,600.12	(2,600.12)	
EVENTS	-	5,763.29	(5,763.29)	
EVENTS COSTUMES	-	412.51	(412.51)	
OFFICE SUPPLIES	750.00	209.63	540.37	72%
JANITORIAL SUPPLIES	5,000.00	6,652.46	(1,652.46)	-33%
GASOLINE	55,000.00	20,495.75	34,504.25	63%
OPERATING MATERIALS & SUPPLIES	5,000.00	10,599.62	(5,599.62)	-112%
TOOLS	4,450.00	738.59	3,711.41	83%
CHEMICALS	92,000.00	1,060.65	90,939.35	99%
SAFETY SUPPLIES	500.00	527.02	(27.02)	-5%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	1,245.88	(245.88)	-25%
	358,552.00	**113,319.49**	**245,232.51**	**68%**

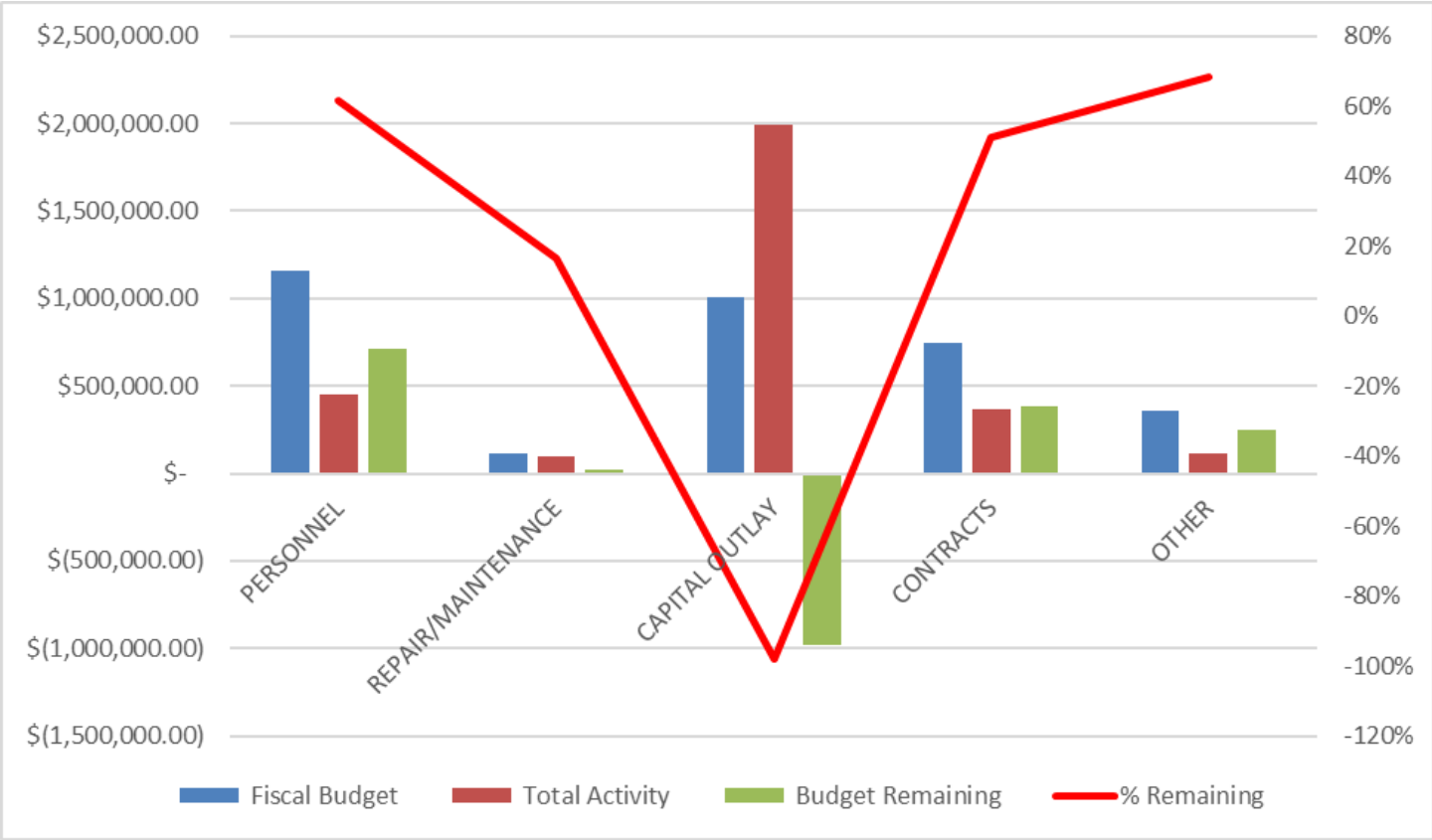
REPAIRS & MAINTENANCE	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
REPAIRS & MAINTENANCE - EQUIPMENT	15,000.00	8,824.13	6,175.87	41%
REPAIRS & MAINTENANCE - BUILDING	15,000.00	17,728.26	(2,728.26)	-18%
REPAIRS & MAINTENANCE - VEHICLES	7,500.00	7,004.54	495.46	7%
REPAIRS & MAINTENANCE - IRRIGATION	1,500.00	3,317.88	(1,817.88)	-121%
REPAIRS & MAINTENANCE - FIELDS & GROUNDS	75,000.00	58,280.17	16,719.83	22%
	114,000.00	**95,154.98**	**18,845.02**	**17%**

CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY-PARK IMPROVEMENTS	502,001.00	1,825,723.11	(1,323,722.11)	-264%
GRANT EXPENDITURE	437,500.00	109,315.94	328,184.06	75%
CAPITAL OUTLAY-VEHICLES	65,000.00	53,090.00	11,910.00	18%
	1,004,501.00	**1,988,129.05**	**(983,628.05)**	**-98%**

02 - Parks Totals:	**3,379,811.00**	**3,007,496.78**	**372,314.22**	**11%**

DEPARTMENT ANALYSIS Cont'd

PARKS Cont'd



DEPARTMENT ANALYSIS Cont'd

ROADS

Role of the department - To operate and maintain the District's infrastructure; roads and sidewalks.

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, OTHER	1,936,186.00	723,079.88	1,213,106.12	63%
OVERTIME	102,000.00	14,602.99	87,397.01	86%
PAYROLL TAXES	148,118.00	55,931.44	92,186.56	62%
RETIREMENT	263,902.00	102,916.48	160,985.52	61%
EMPLOYEE INSURANCE	551,174.00	179,722.41	371,451.59	67%
WORKER'S COMP INSURANCE	68,541.00	0.00	68,541.00	100%
UNIFORMS	10,000.00	1,709.71	8,290.29	83%
	3,079,921.00	**1,077,962.91**	**2,001,958.09**	**65%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CONTRACTUAL SERVICES-PROFESSIONAL	40,000.00	13,824.00	26,176.00	65%
CONTRACTUAL SERVICES-OTHER	25,000.00	2,537.81	22,462.19	90%
ATTORNEY FEES	150,000.00	25,056.50	124,943.50	83%
ENGINEERING FEES	40,000.00	12,499.58	27,500.42	69%
CONTRACTUAL SERVICES - JANITORIAL	9,000.00	1,020.00	7,980.00	89%
TRASH PICKUP	10,000.00	7,799.43	2,200.57	22%
EQUIPMENT LEASING, LONG-TERM (NON-CAPITAL)	400,000.00	182,726.46	217,273.54	54%
EQUIPMENT RENTAL SHORT-TERM	150,000.00	88,980.75	61,019.25	41%
GENERAL INSURANCE	230,801.00	8,812.02	221,988.98	96%
	1,054,801.00	**343,256.55**	**711,544.45**	**67%**

REPAIRS & MAINTENANCE	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
REPAIRS & MAINTENANCE - EQUIPMENT	275,000.00	102,034.51	172,965.49	63%
REPAIRS & MAINTENANCE - BUILDING	40,000.00	7,379.20	32,620.80	82%
REPAIRS & MAINTENANCE - VEHICLES	100,000.00	14,197.55	85,802.45	86%
DRAINAGE SWALES	-	746.26	(746.26)	
	415,000.00	**124,357.52**	**290,642.48**	**70%**

ROADS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
MILLING ROADS	1,300,000.00	338,631.77	961,368.23	74%
DIRT ROADS	125,000.00	0.00	125,000.00	100%
ASPHALT ROADS	150,000.00	10,372.89	139,627.11	93%
ASPHALT SIDEWALKS	180,000.00	38,001.65	141,998.35	79%
ROAD PREPARATION - SOD, (INC SWALE)	400,000.00	143,081.46	256,918.54	64%
MATERIAL HAULING	262,500.00	74,912.75	187,587.25	71%
	2,417,500.00	**605,000.52**	**1,812,499.48**	**75%**

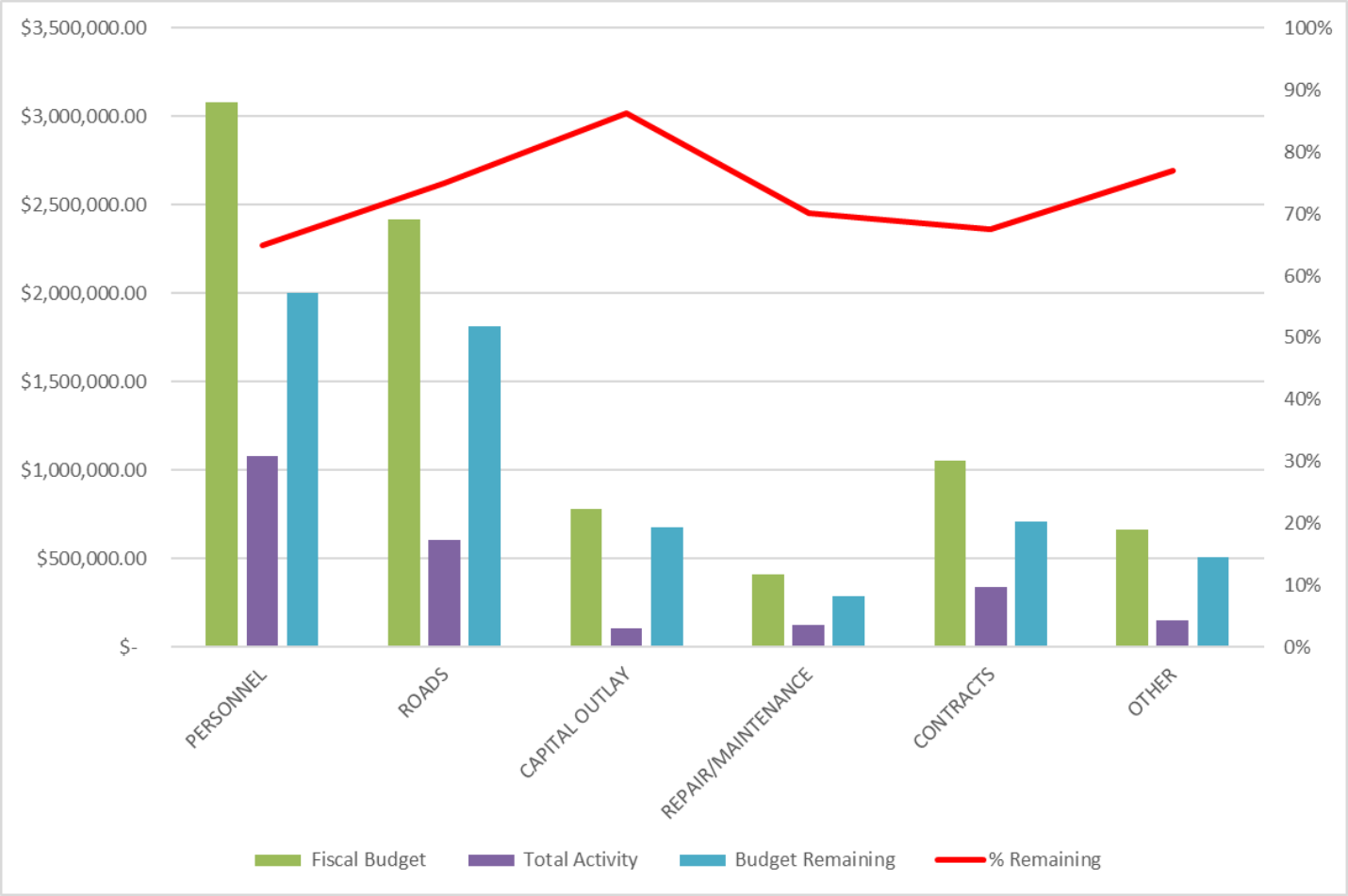
OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
OFFICE PRINTING & SIGNAGE	900.00	0.00	900.00	100%
ROAD SIGNAGE	75,000.00	16,865.98	58,134.02	78%
PRINTING, SIGNAGE & FORMS	2,000.00	0.00	2,000.00	100%
CHARGES AND FEES	1,500.00	465.10	1,034.90	69%
OFFICE SUPPLIES	5,000.00	1,866.74	3,133.26	63%
JANITORIAL SUPPLIES	7,500.00	2,307.78	5,192.22	69%
DYED DIESEL FUEL	390,000.00	103,245.90	286,754.10	74%
OPERATING MATERIALS & SUPPLIES	100,000.00	15,400.33	84,599.67	85%
SAFETY SUPPLIES	10,000.00	368.66	9,631.34	96%
TOOLS	25,000.00	(17.48)	25,017.48	100%
LUBRICANTS AND FLUIDS	30,000.00	5,055.02	24,944.98	83%
SURVEYING SUPPLIES	5,000.00	664.98	4,335.02	87%
TRAVEL	2,000.00	-	2,000.00	100%
POSTAGE & DELIVERY	100.00	-	100.00	100%
UTILITIES	10,000.00	6,191.51	3,808.49	38%
	664,000.00	**152,414.52**	**511,585.48**	**77%**

CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY-TRAFFIC CALMING (UNIT SPECIFIC)	50,000.00	0.00	50,000.00	100%
GRANT EXPENDITURE	188,042.00	0.00	188,042.00	100%
CAPITAL OUTLAY-EQUIPMENT AND MACHINERY	434,759.00	0.00	434,759.00	100%
CAPITAL OUTLAY-VEHICLES	110,000.00	107,364.00	2,636.00	2%
	782,801.00	**107,364.00**	**675,437.00**	**86%**

03 - Roads Totals:	**8,414,023.00**	**2,410,356.02**	**6,003,666.98**	

DEPARTMENT ANALYSIS Cont'd

ROADS Cont'd



DEPARTMENT ANALYSIS Cont'd

M1

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, OTHER	1,518,187.00	497,977.51	1,020,209.49	67%
OVERTIME	40,000.00	7,866.80	32,133.20	80%
PAYROLL TAXES	116,141.00	38,522.28	77,618.72	67%
RETIREMENT	204,456.00	69,868.31	134,587.69	66%
EMPLOYEE INSURANCE	462,252.00	133,292.53	328,959.47	71%
WORKER'S COMP INSURANCE	53,744.00	0.00	53,744.00	100%
	2,394,780.00	**747,527.43**	**1,647,252.57**	**69%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
ATTORNEY FEES	20,000.00	6,682.50	13,317.50	67%
ENGINEERING FEES	650,000.00	45,746.90	604,253.10	93%
WATER QUALITY SAMPLING	30,000.00	14,346.00	15,654.00	52%
CONTRACTURAL SERVICES - PROFESSIONAL	-	495.20	(495.20)	
GENERAL INSURANCE	52,286.00	2,455.66	49,830.34	95%
NPDES	15,000.00	0.00	15,000.00	100%
	767,286.00	**69,726.26**	**697,559.74**	**91%**

OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
UTILITIES	2,000.00	871.51	1,128.49	56%
DYED DIESEL FUEL	66,000.00	49,975.69	16,024.31	24%
OPERATING MATERIALS & SUPPLIES	5,000.00	6,152.39	(1,152.39)	-23%
TOOLS	5,000.00	4,788.58	211.42	4%
LUBRICANTS AND FLUIDS	10,000.00	5,451.76	4,548.24	45%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	0.00	1,000.00	100%
	89,000.00	**67,239.93**	**21,760.07**	**24%**

DRAINAGE	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
DRAINAGE CULVERTS	235,000.00	130,118.32	104,881.68	45%
CANAL REPAIR	50,000.00	23,248.29	26,751.71	54%
CANAL RECLAMATION	100,000.00	12,465.00	87,535.00	88%
MAINTENANCE-CANALS (BASIN SPECIFIC)	20,000.00	17,527.81	2,472.19	12%
MOT/SINAGE	34,740.00	8,506.40	26,233.60	76%
DRAINAGE STRUCTURES	22,600.00	0.00	22,600.00	100%
PUMP STATIONS	34,000.00	1,621.81	32,378.19	95%
MAINTENANCE-PUMPS AND STRUCTURES (BASIN SPECIFIC)	-	50.57	(50.57)	
MATERIAL HAULING	91,125.00	9,435.00	81,690.00	90%
DEBRIS HAULING	50,750.00	0.00	50,750.00	100%
TELEMETRY	10,000.00	0.00	10,000.00	100%
	648,215.00	**202,973.20**	**445,241.80**	**69%**

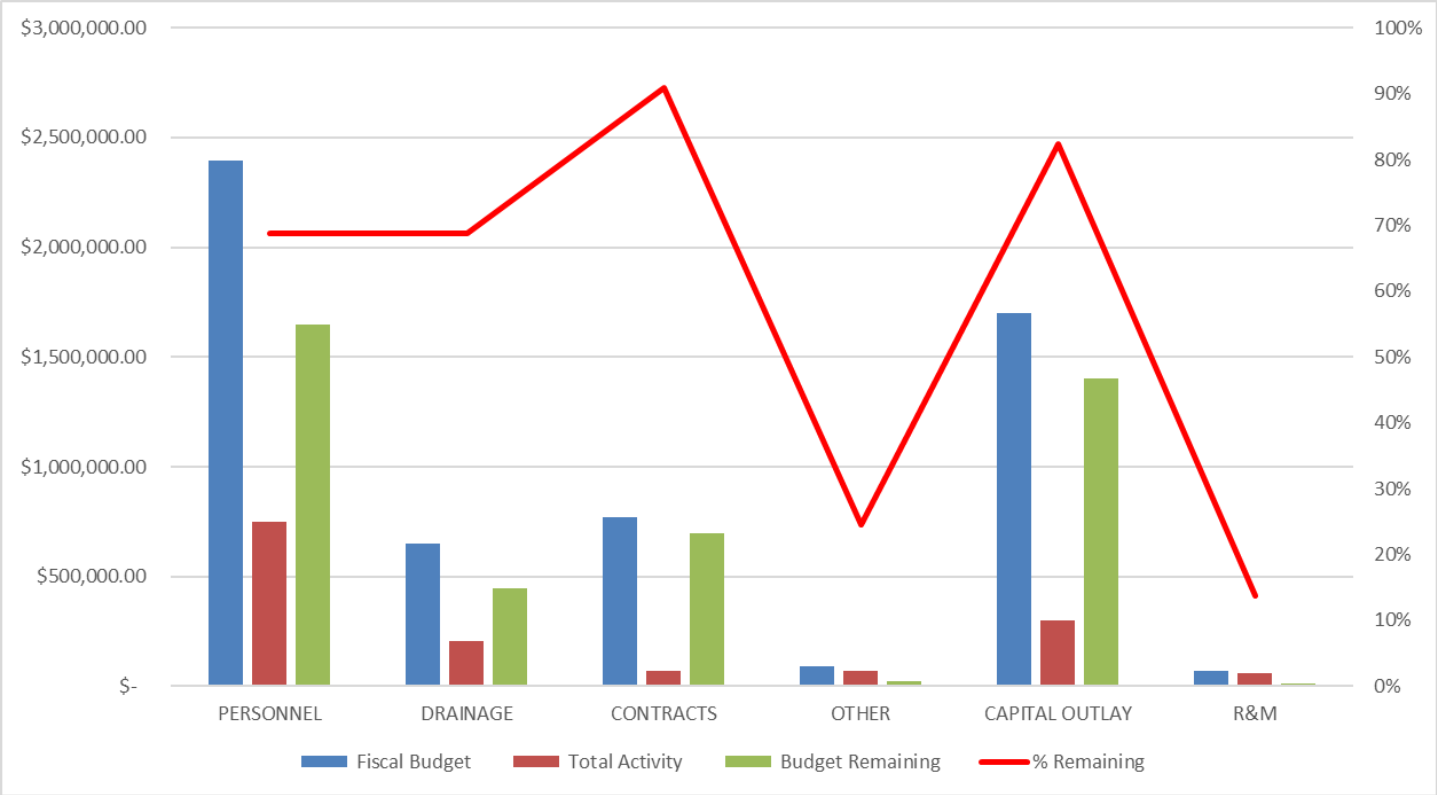
CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
GRANT EXPENDITURE	748,170.00	12,832.08	735,337.92	98%
CAPITAL OUTLAY-PUMPS AND STRUCTURES (BASIN SPECIF)	521,800.00	-	521,800.00	100%
CAPITAL OUTLAY-CANALS (BASIN SPECIFIC)	40,000.00	-	40,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	391,888.00	286,719.54	105,168.46	27%
	1,701,858.00	**299,551.62**	**1,402,306.38**	**82%**

REPAIRS & MAINTENANCE	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
REPAIRS & MAINTENANCE - EQUIPMENT	50,000.00	47,499.49	2,500.51	5%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	2,985.99	7,014.01	70%
REPAIRS & MAINTENANCE - VEHICLES	10,000.00	9,956.33	43.67	0%
	70,000.00	**60,441.81**	**9,558.19**	**14%**

04 - M1 Totals	**5,671,139.00**	**1,447,460.25**	**4,223,678.75**	

DEPARTMENT ANALYSIS Cont'd

M1 Cont'd



DEPARTMENT ANALYSIS Cont'd

M2

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, OTHER	317,997.00	110,316.01	207,680.99	65%
OVERTIME	10,000.00	1,803.46	8,196.54	82%
PAYROLL TAXES	24,327.00	8,534.24	15,792.76	65%
RETIREMENT	42,845.00	15,497.03	27,347.97	64%
EMPLOYEE INSURANCE	94,802.00	29,063.27	65,738.73	69%
WORKER'S COMP INSURANCE	11,257.00	0.00	11,257.00	100%
	501,228.00	**165,214.01**	**336,013.99**	**67%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
ATTORNEY FEES	8,000.00	33,913.50	(25,913.50)	-324%
ENGINEERING FEES	25,000.00	2,272.50	22,727.50	91%
GENERAL INSURANCE	10,065.00	-	10,065.00	100%
	43,065.00	**36,186.00**	**6,879.00**	**16%**

OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
UTILITIES	6,000.00	1,998.31	4,001.69	67%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	-	10,000.00	100%
	16,000.00	**1,998.31**	**14,001.69**	**88%**

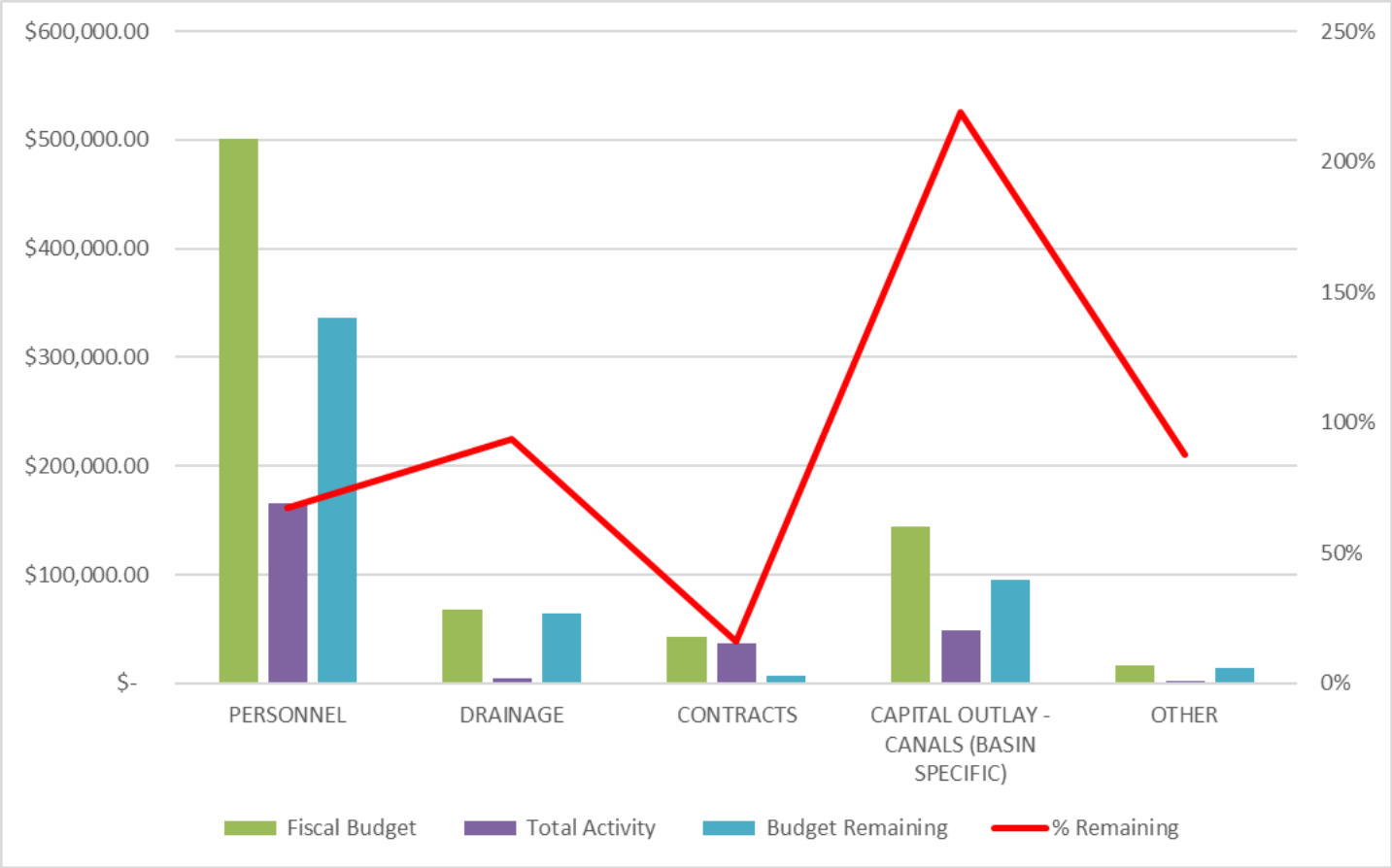
DRAINAGE	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
MAINTENANCE-CANALS (BASIN SPECIFIC)	10,000.00	-	10,000.00	100%
MOT/SINAGE	13,260.00	-	13,260.00	100%
DRAINAGE STRUCTURES	5,000.00	-	5,000.00	100%
PUMP STATIONS	5,000.00	4,222.17	777.83	16%
MATERIAL HAULING	18,000.00	-	18,000.00	100%
DEBRIS HAULING	12,000.00	-	12,000.00	100%
TELEMETRY	5,000.00	-	5,000.00	100%
	68,260.00	**4,222.17**	**64,037.83**	**94%**

CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY-PUMPS & STRUCTURES (BASIN SPECIFIC)	29,000.00	-	29,000.00	100%
CAPITAL OUTLAY-CANALS (BASIN SPECIFIC)	35,000.00	5,100.00	29,900.00	117%
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	79,700.00	43,306.40	36,393.60	219%
	143,700.00	**48,406.40**	**95,293.60**	**66%**

06 - M2 Totals:	**628,553.00**	**207,620.49**	**449,932.51**	

DEPARTMENT ANALYSIS Cont'd

M2 Cont'd



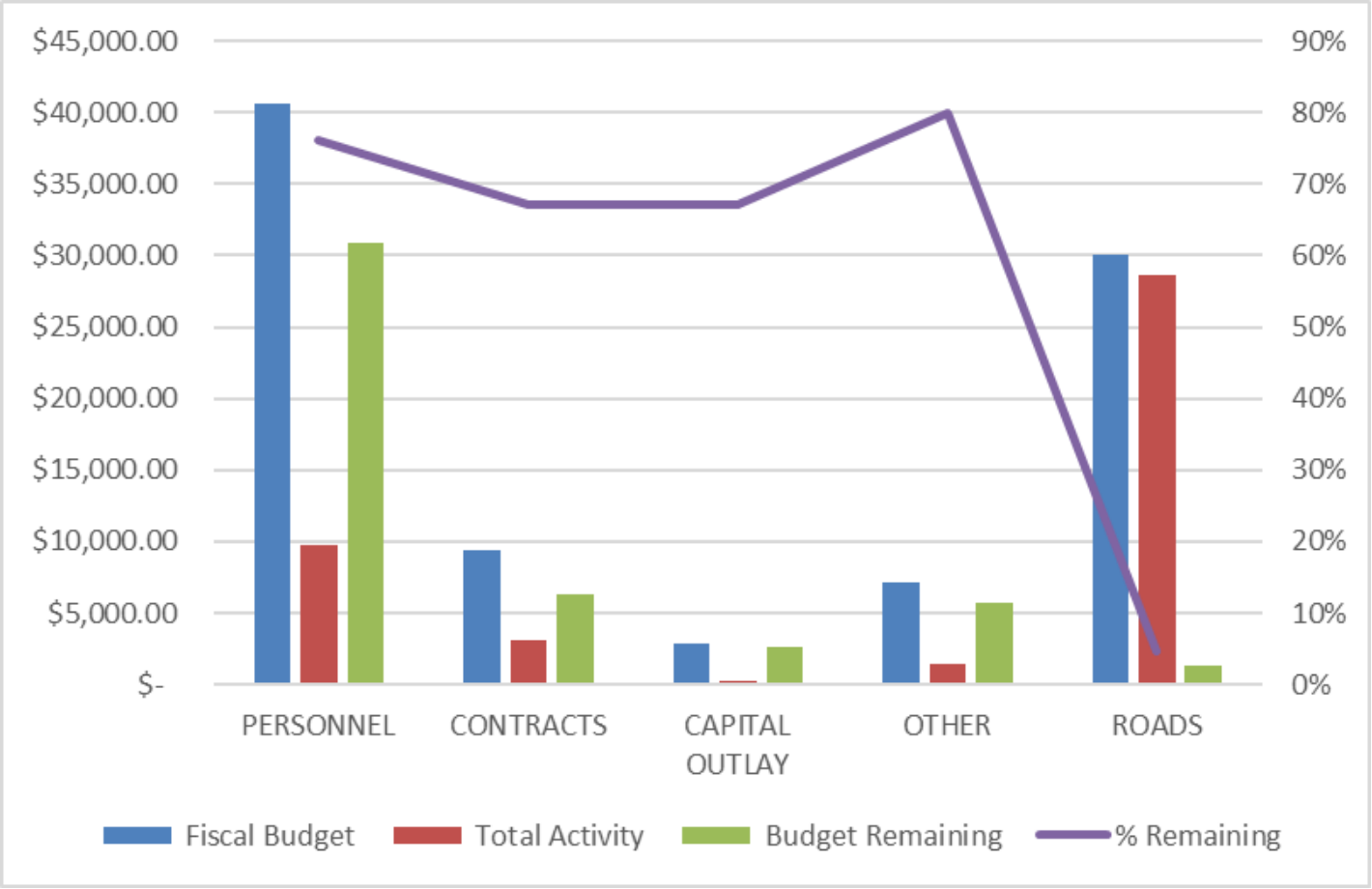
DEPARTMENT ANALYSIS Cont'd

M3 (SRG)

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES - OTHER	24,668.00	6,322.57	18,345.43	74%
OVERTIME	2,500.00	173.14	2,326.86	93%
PAYROLL TAXES	1,887.00	494.75	1,392.25	74%
RETIREMENT	3,278.00	878.25	2,399.75	73%
EMPLOYEE INSURANCE	7,349.00	1,844.86	5,504.14	75%
WORKERS COMP INSURANCE	874.00	-	874.00	100%
	40,556.00	**9,713.57**	**30,842.43**	**76%**
CONTRACTS	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
TRASH PICK-UP	1,000.00	-	1,000.00	100%
EQUIPMENT RENTAL	8,394.00	3,100.00	5,294.00	63%
	9,394.00	**3,100.00**	**6,294.00**	**67%**
CAPITAL OUTLAY	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	**2,880.00**	**281.25**	**2,598.75**	**90%**
OTHER	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
DYED DIESEL FUEL	**7,200.00**	**1,445.67**	**5,754.33**	**80%**
ROADS	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
ROAD MATERIAL	**30,000.00**	**28,625.20**	**1,374.80**	**5%**
08 - M3 Totals	**90,030.00**	**43,165.69**	**46,864.31**	

DEPARTMENT ANALYSIS Cont'd

M3 (SRG) Cont'd



DEPARTMENT ANALYSIS Cont'd

AGGREGATE PRODUCTION

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES - OTHER	161,200.00	74,517.62	86,682.38	54%
OVERTIME	22,800.00	785.08	22,014.92	97%
PAYROLL TAXES	12,332.00	5,594.85	6,737.15	55%
RETIREMENT	21,972.00	10,557.14	11,414.86	52%
EMPLOYEE INSURANCE	44,516.00	21,387.42	23,128.58	52%
WORKERS' COMP INSURANCE	3,935.00	-	3,935.00	100%
UNIFORMS	600.00	125.00	475.00	79%
	267,355.00	**112,967.11**	**154,387.89**	**58%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CONTRACTUAL SERVICES - PROFESSIONAL	3,500.00	3,686.56	(186.56)	-5%
EQUIPMENT LEASING	596,340.00	248,609.25	347,730.75	58%
EQUIPMENT RENTAL	85,000.00	12,124.11	72,875.89	86%
	684,840.00	**264,419.92**	**420,420.08**	**61%**

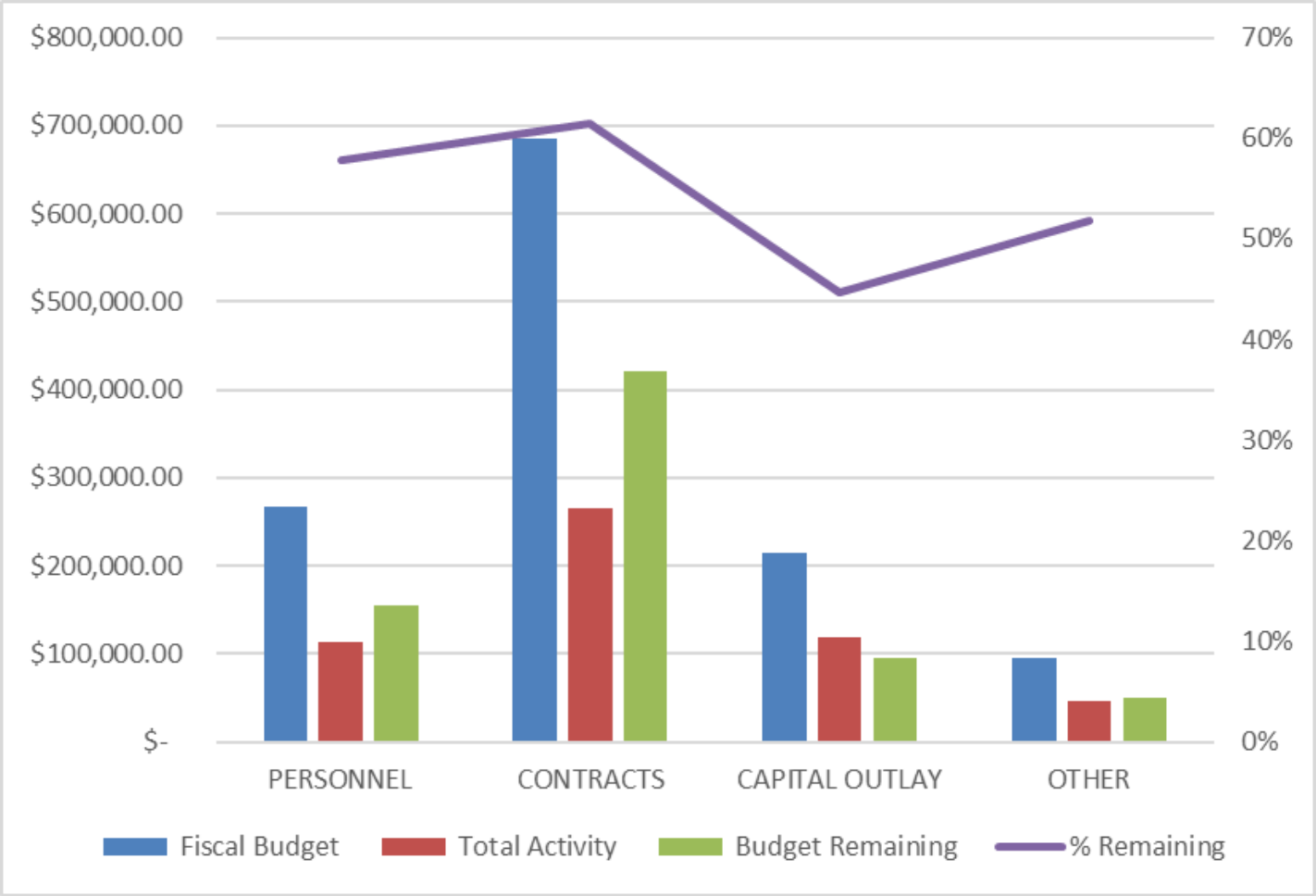
CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	**215,000.00**	**119,135.00**	**95,865.00**	**45%**

OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
FUEL	78,336.00	20,199.90	58,136.10	74%
OPERATING MATERIALS & SUPPLIES	5,600.00	19,222.18	(13,622.18)	-243%
SAFETY EQUIPMEMNT	2,000.00	388.51	1,611.49	81%
TOOLS	2,500.00	480.84	2,019.16	81%
LUBRICANTS & FLUIDS	7,500.00	5,943.71	1,556.29	21%
	95,936.00	**46,235.14**	**49,700.86**	**52%**

09 - AG Production Totals:	**1,263,131.00**	**542,757.17**	**720,373.83**	**57%**

DEPARTMENT ANALYSIS Cont'd

AGGREGATE PRODUCTION Cont'd



BONDS OUTSTANDING

BOND	AMOUNT OUTSTANDING	FINAL MATURITY DATE	PRINCIPAL DUE AUG 1, 2026	INTEREST PAID FEB 1, 2026
SERIES 2015 (UNIT 18)	$ 3,210,000	August 1, 2031	$ 490,000	$ 52,163
SERIES 2022 (R3)	$ 11,775,000	August 1, 2042	$ 450,000	$ 294,375
SERIES 2022 (UNIT 20)	$ 2,330,000	August 1, 2032	$ 290,000	$ 52,775

AGENDA ITEM NO. 14.5

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Operations and Maintenance
ITEM TYPE:	Reports
AGENDA SECTION:	**REPORTS (File and Receive)**
SUBJECT:	Stormwater Monthly Report
BACKGROUND:	
FISCAL IMPACT:	.
RECOMMENDATION:	Receive and file.

ATTACHMENTS:
Stormwater Monthly Report Agenda.pdf

Board of Supervisors
Monthly Report

To: Board of Supervisors

From: Greg Shafer, Asst. Director of Operations and Maintenance

Date: April 15, 2026

Subject: Mowing, Stormwater & Aquatics Report for March1-31, 2026

Storm Water Management
Water Elevations
Dry season control elevations M-1 Basin Upper 17.0' M-1 Lower Basin 17.0' and M-2 basin 17.0'
Current Elevations:
M1 upper basin 17.17'
M1 lower basin 17.07'
M2 basin 16.06'
M2 Canal 15.5'
Corbett (discharge structures S-1 and S-2 are currently being replaced for the M-0 canal restoration)
SRG 17.6'
CGCDD 18.2'
The average rainfall for December was approx. 6.2 inches

Pump Operations
Staff painted Pump Station 1 in the M-2 basin
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.
Continue monitoring SRG/CGCDD levels 1 time per month and as needed.

Aquatic Weed Control Report
Treatments for Grasses and water lilies in zones 3 and 4

Working Supervisor Applicator 110 work hours.
22.5 acers treated.
Laborers 0 hours.

AVC canal restoration
Working supervisor / Applicator 170.5 work hours
Laborers 124.5 hours total
Treatments with tree and shrubbery removal zones 2, 3,4 and 5

NPDES
Tracking trash pick-ups; performing inspections on pipes and structures, and stations in conjunction with the NPDES Permit.

Mowing
Boom mowers working zone 2 and 3
Flat deck mowers are in zones 2 and 3
Big boom (maverick) mowing primary canals, sidewalk cutbacks and major control structures

Culvert Improvements
Crew mobilized to 140th and avocado – replaced two 15" dump pipes, installed split rail fence cleared some trees.
Crew mobilized to 83rd east of Mandarin - filled in easement with clean fill, replaced 80' of 36" pipe, replaced dump pipes and riprap.
Crew mobilized to Citrus Grove east of 140th and replaced dump pipe.

Canal Improvements
59th between 120th and Coconut
43rd west of Avocado – removed trees and did erosion repair
121st and Persimmon – erosion repair
Canals North and South of Orange Grove west of 127th - erosion repair, canal cleaning and debris pick up,
43rd east of 140th erosion repair and debris clean up
Orange Grove east of Avocado erosion repair and debris clean up
46th east of Avocado erosion repair and debris clean up
Hall north of 60th erosion repair and debris clean up
Canal clearing 61st east of Apache

Swale Maintenance
Restore swales for positive drainage at following locations:
62nd West of Seminole Pratt (chipped out cap rock)
94th and Apache
92nd east of Hall

AGENDA ITEM NO. 14.6

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: April 15, 2026

SUBMITTED BY: Jason Lester

DEPARTMENT: Operations and Maintenance

ITEM TYPE: Reports

AGENDA SECTION: **REPORTS (File and Receive)**

SUBJECT: Road Department Monthly Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Receive and File

ATTACHMENTS:
2026-03 O&M Road Dept Monthly Report.pdf

Roadway Department
Monthly Report

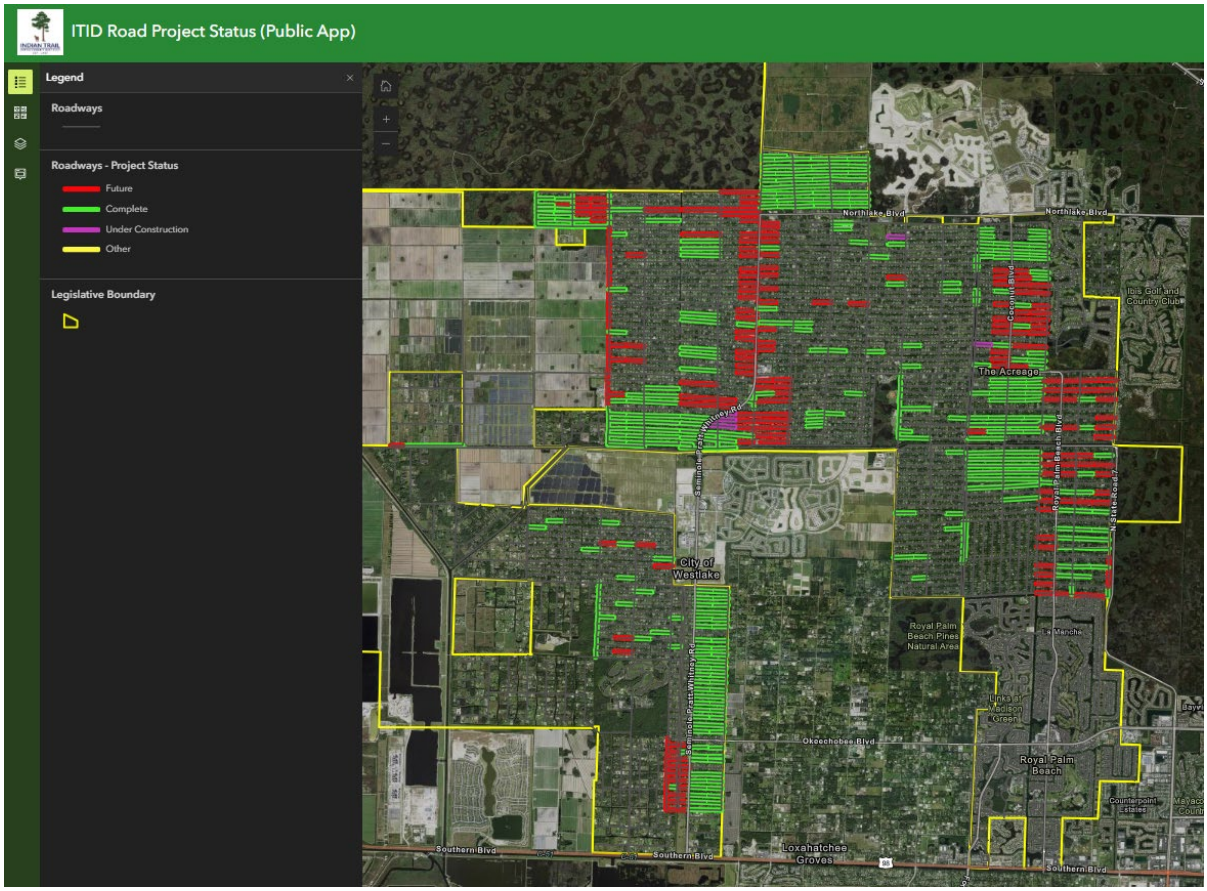
To: Board of Supervisors

From: Jason Lester, Chief Operating Officer

Date: March 31st, 2026

Subject: Monthly Report: March 1st to March 31st, 2026

Indian Trail Road Project Map (ArcGIS)
https://itid.maps.arcgis.com/apps/instant/sidebar/index.html?appid=691564cd9f9e47688387e33a4f9a1d36. Indian Trail road project status is now available on ArcGIS through the link provided.



Milling Road Operations
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. Locations and status of milling road projects are as follows:

Note: Milling road production averaged 2.1 miles per month (Jan – May 2025). Production decreased to 1 mile per month (June 2025 – January 2026). Production average increased to 1.5 miles per month (February – March 2026)

New Milling Road – 63rd RD N east Seminole Pratt (.12-mile road) – Project commenced in February and was completed in March.
New Milling Road – 63rd RD N east Banyan BLVD (.25-mile road) – Project commenced in February and was completed in March.
New Milling Road – 64th PL N east Seminole Pratt (.24-mile road) – Project commenced in January and was completed in March.
New Milling Road – Tangerine BLVD east Seminole Pratt (.10-mile road) – Project commenced in February and was completed in March.
Petition Milling Road – 88th PL N west 140th AVE (.25-mile road) – Project completed in March.
Petition Milling Road – 73rd CT N east 130th AVE (.23-mile road) – Project completed in March.

Dirt Road Operations
Four (4) motor graders continued performing routine maintenance grading throughout the District (230 miles of dirt roads as of 2/02/2026). Each road graded once every 14 to 17 working days depending and weather conditions. Main through dirt roads are graded every Monday. Graders also perform road repairs with the rock/dirt hauled off of milling projects.

Asphalt Road and Sidewalk Operations
Coconut Park (FEMA Hurricane Milton Tornado Repairs) – 1,800lf of sidewalk damaged by Hurricane Milton tornado. Project commenced 3/17. District crews to remove existing sidewalk, stabilize subgrade with geofabric and 4" of compacted base, and pave 6ft wide asphalt sidewalk. Project completion scheduled for early April.

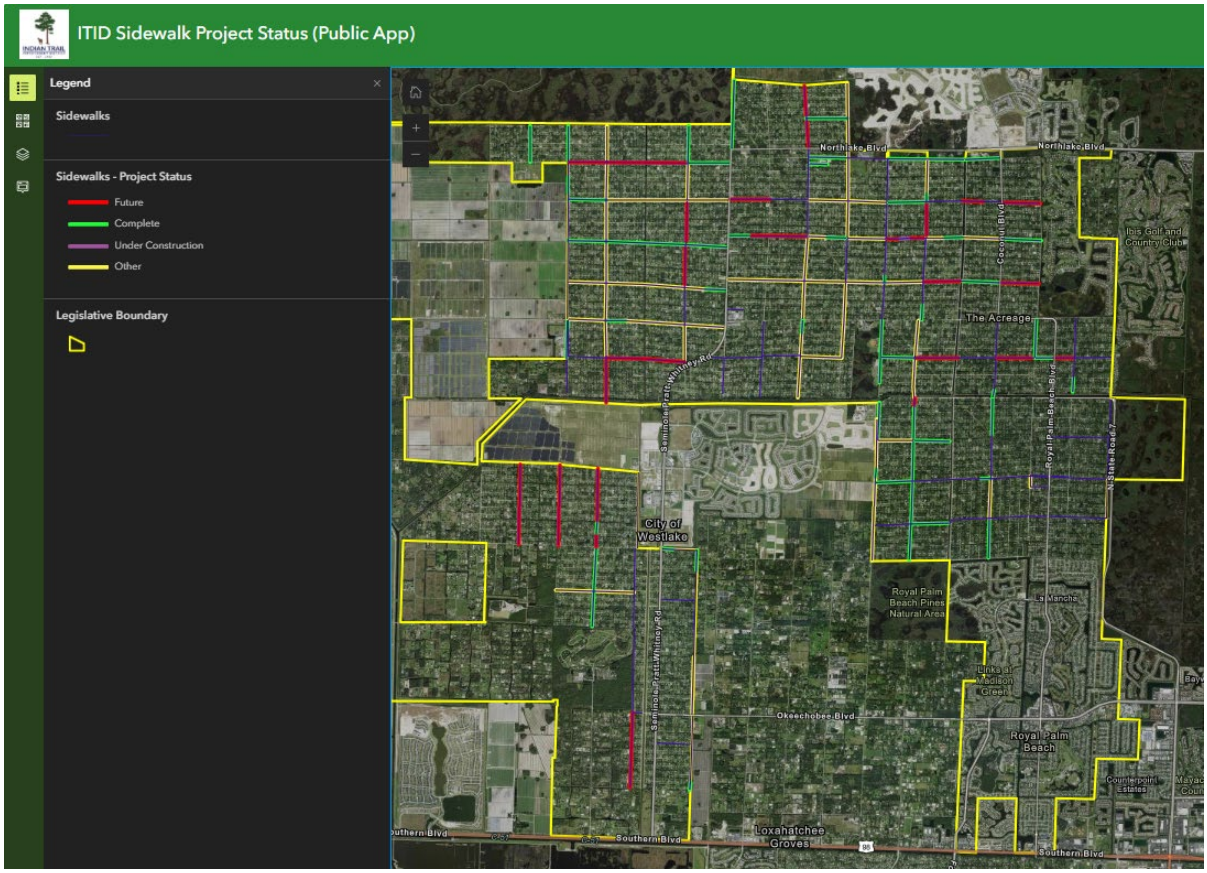
Asphalt Sidewalk Replacement – Temple from canal west to 140th AVE – 1,340ft of sidewalk replaced in March.

Asphalt Road Pothole Repair – Asphalt road potholes sawcut and compacted per FDOT standards at various locations throughout District.

Indian Trail Sidewalk inspection completed in August. Summary below:

Sidewalk Inventory Summary (August 2025)		
Sidewalk Condition	**# of Sidewalks**	**Miles of Sidewalks**
Acceptable	96	48.7
Minimally Acceptable	51	25.61
M/U	**17**	**9.53**
Unacceptable	**6**	**3.53**
TOTAL	**170**	**87.37**

Indian Trail Sidewalk Project Map (ArcGIS)
https://itid.maps.arcgis.com/apps/instant/sidebar/index.html?appid=8778a471c33741de8797720cf1e1eb27. Indian Trail sidewalk project status is now available on ArcGIS through the link provided.



Signage Operations
Signage – PBC no longer providing street signs as of May 2024. ITID continues to purchase road signage needed to replace damaged and worn signs.

Traffic Control Operations and Traffic Studies
Traffic Study of Wiltshire east Seminole Pratt
March 2025 (308 vehicles per day average) - Traffic Data Report shows that an average of 119 vehicles travel westbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 189 vehicles travel eastbound per day at an average speed of 30 mph and 85% speed of 36 mph (30 mph speed limit).

Traffic Study of Downers east Seminole Pratt
April 2025 (179 vehicles per day average) - Traffic Data Report shows that an average of 86 vehicles travel westbound per day at an average speed of 16 mph and 85% speed of 23 mph (30 mph speed limit). An average of 93 vehicles travel eastbound per day at an average speed of 25 mph and 85% speed of 30 mph (30 mph speed limit).

Traffic Study of 82nd LN N west 120th
April 2025 (62 vehicles per day average) - Traffic Data Report shows that an average of 54 vehicles travel westbound per day at an average speed of 15 mph and 85% speed of 18 mph (30

mph speed limit). An average of 12 vehicles travel eastbound per day at an average speed of 21 mph and 85% speed of 23 mph (30 mph speed limit).

Traffic Study of Murcott west Seminole Pratt Whitney
May 2025 (431 vehicles per day average) - Traffic Data Report shows that an average of 211 vehicles travel westbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 220 vehicles travel eastbound per day at an average speed of 28 mph and 85% speed of 34 mph (30 mph speed limit).

Traffic Study of 190th between Hamlin and 94th
May 2025 (247 vehicles per day average) - Traffic Data Report shows that an average of 105 vehicles travel southbound per day at an average speed of 19 mph and 85% speed of 27 mph (30 mph speed limit). An average of 142 vehicles travel northbound per day at an average speed of 19 mph and 85% speed of 27 mph (30 mph speed limit).

Traffic Study of 58th PL N east Coconut BLVD
June 2025 (208 vehicles per day average) - Traffic Data Report shows that an average of 134 vehicles travel westbound per day at an average speed of 18 mph and 85% speed of 25 mph (30 mph speed limit). An average of 74 vehicles travel eastbound per day at an average speed of 24 mph and 85% speed of 28 mph (30 mph speed limit).

Traffic Study of 59th ST N east Royal Palm Beach BLVD
June 2025 (137 vehicles per day average) - Traffic Data Report shows that an average of 97 vehicles travel westbound per day at an average speed of 17 mph and 85% speed of 25 mph (30 mph speed limit). An average of 40 vehicles travel eastbound per day at an average speed of 21 mph and 85% speed of 23 mph (30 mph speed limit).

Traffic Study 168th Trl south Sycamore
July 2025 (107 vehicles per day average) - Traffic Data Report shows that an average of 51 vehicles travel southbound per day at an average speed of 28 mph and 85% speed of 38 mph (30 mph speed limit). An average of 56 vehicles travel northbound per day at an average speed of 32 mph and 85% speed of 40 mph (30 mph speed limit).

Traffic Study of Murcott west Seminole Pratt Whitney
August 2025 SEMINOLE PRATT DETOUR (559 vehicles per day average) - Traffic Data Report shows that an average of 270 vehicles travel westbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 289 vehicles travel eastbound per day at an average speed of 28 mph and 85% speed of 34 mph (30 mph speed limit).

Traffic Study of 168th Ter south Sycamore
September 2025 (118 vehicles per day average) - Traffic Data Report shows that an average of 62 vehicles travel southbound per day at an average speed of 22 mph and 85% speed of 28 mph (30 mph speed limit). An average of 56 vehicles travel northbound per day at an average speed of 29 mph and 85% speed of 37 mph (30 mph speed limit).

Traffic Study of 162nd DR N at Grand National
September 2025 (301 vehicles per day average) - Traffic Data Report shows that an average of 154 vehicles travel southbound per day at an average speed of 26 mph and 85% speed of 35 mph (30 mph speed limit). An average of 147 vehicles travel northbound per day at an average speed of 29 mph and 85% speed of 36 mph (30 mph speed limit).

Traffic Study of Persimmon BLVD west 120th
October 2025 (4,936 vehicles per day average) - Traffic Data Report shows that an average of 2,220 vehicles travel westbound per day at an average speed of 35 mph and 85% speed of 42 mph (40 mph speed limit). An average of 2,716 vehicles travel eastbound per day at an average speed of 35 mph and 85% speed of 40 mph (40 mph speed limit).

Traffic Study of Key Lime BLVD east 180th
October 2025 (576 vehicles per day average) - Traffic Data Report shows that an average of 341 vehicles travel westbound per day at an average speed of 35 mph and 85% speed of 42 mph (30 mph speed limit). An average of 235 vehicles travel eastbound per day at an average speed of 36 mph and 85% speed of 42 mph (30 mph speed limit).

Traffic Study of Mandarin BLVD north of Hamlin BLVD
November 2025 (801 vehicles per day average) - Traffic Data Report shows that an average of 336 vehicles travel southbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 465 vehicles travel northbound per day at an average speed of 29 mph and 85% speed of 37 mph (30 mph speed limit).

Traffic Study of 60th (PBC Road) west of Coconut BLVD
November 2025 (512 vehicles per day average) - Traffic Data Report shows that an average of 251 vehicles travel westbound per day at an average speed of 27 mph and 85% speed of 35 mph (30 mph speed limit). An average of 261 vehicles travel eastbound per day at an average speed of 30 mph and 85% speed of 37 mph (30 mph speed limit). Data indicated 39% of vehicles were violating 30mph speed limit.

Traffic Study of Duran BLVD east of Seminole Pratt
December 2025 (628 vehicles per day average) - Traffic Data Report shows that an average of 251 vehicles travel westbound per day at an average speed of 28 mph and 85% speed of 36 mph (30 mph speed limit). An average of 377 vehicles travel eastbound per day at an average speed of 32 mph and 85% speed of 38 mph (30 mph speed limit).

Traffic Study of 61st ST N between 120th and Royal Palm Beach BLVD
December 2025 (795 vehicles per day average) - Traffic Data Report shows that an average of 496 vehicles travel westbound per day at an average speed of 17 mph and 85% speed of 23 mph (30 mph speed limit). An average of 299 vehicles travel eastbound per day at an average speed of 29 mph and 85% speed of 35 mph (30 mph speed limit).

Traffic Study of 120th Ave N at Sunset BLVD
January 2026 (222 vehicles per day average) - Traffic Data Report shows that an average of 95 vehicles travel southbound per day at an average speed of 23 mph and 85% speed of 31 mph (30 mph speed limit). An average of 127 vehicles travel northbound per day at an average speed of 22 mph and 85% speed of 27 mph (30 mph speed limit).

Traffic Study of Mandarin BLVD between 60th and Tangerine
January 2026 (4,393 vehicles per day average) - Traffic Data Report shows that an average of 2,225 vehicles travel southbound per day at an average speed of 39 mph and 85% speed of 45 mph (40 mph speed limit). An average of 2,168 vehicles travel northbound per day at an average speed of 38 mph and 85% speed of 44 mph (40 mph speed limit).

Traffic Study of Mandarin BLVD between Tangerine and Orange BLVD
February 2026 (3,782 vehicles per day average) - Traffic Data Report shows that an average of 1,956 vehicles travel southbound per day at an average speed of 37 mph and 85% speed of 44

mph (40 mph speed limit). An average of 1,826 vehicles travel northbound per day at an average speed of 38 mph and 85% speed of 45 mph (40 mph speed limit).

Traffic Study of Mandarin BLVD between Orange BLVD and Keylime BLVD

February 2026 (3,380 vehicles per day average) - Traffic Data Report shows that an average of 1,562 vehicles travel southbound per day at an average speed of 38 mph and 85% speed of 45 mph (40 mph speed limit). An average of 1,818 vehicles travel northbound per day at an average speed of 36 mph and 85% speed of 42 mph (40 mph speed limit).

AGENDA ITEM NO. 14.7

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: April 15, 2026

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Reports

AGENDA SECTION: **REPORTS (File and Receive)**

SUBJECT: Parks and Recreation Report for March 2026.

BACKGROUND:

Hamlin House Usage Month of March 2026

- 02

Park Reservations for the Month of March 2026

- Nicole Hornstein Equestrian Park – 0
- Acreage Community Park- 0
- Acreage Community Park South- 0
- Kidscape – 1
- Downers – 0
- Bob Hoefl – 3
- Sycamore – 1
- Temple – 0
- Citrus – 1

Parks Maintenance

FEMA Update for Coconut Park:
The District parks department is working on Coconut Park and have made necessary repairs to the irrigation system for the Tree Replacement approved by FEMA. The tree contractor has completed the project. The pier project has been completed and waiting for final inspections with the County. The new walkway and exercise equipment installation are on schedule to be completed before the FEMA deadline as well.

The parks team continues general maintenance of the passive parks throughout District.

Acreage Community Park North Athletic Campus: Juniper continues its routine maintenance. The parks team is pressure cleaning the walkways, pavilions and press box.

Acreage Community Park South Expansion: The District received a copy of the Certificate of Completion for the South Expansion artificial turf field and is now open to the general public.

Administration Building: The parks team has installed new fencing and gates at the administration building due to safety concerns. The administration building's reception area was remodeled. Installation included new tile, new countertop, new door entry, new security glass and new security entry access to main room. New A/C ducting was added to the front check in area. High hat lighting was installed in the front reception area, hallway and the executive director's office.

Citrus Grove Park: New lights have been installed in the multi-purpose field.

Coconut Park: FEMA approved $401,416.30 for hurricane repairs. Those repairs are on schedule to be completed per FEMA deadline.

Nicole Hornstein Equestrian Park: The parks team added fresh sand and sod to the natural walking trail.

Sycamore Park: Fresh sand has been added to the volleyball courts at Sycamore Park. The sail shade structure has been replaced at Sycamore Park. New tennis nets have been installed.

<u>Recreation Programming</u>

- Fishing at the M1 Impoundment continues.
- Archery Classes continue at the Hamlin House.

Completed Events

- Fishing at M1 - Mar 7th, 2026
- Archery - Mar 8th, 2026

Upcoming Events

- Fishing at M1 - April 11th, 2026
- Archery - April 12th, 2026
- Great American Clean Up - April 12th, 2026
- Movies in the Park Series - Dates pending

FISCAL IMPACT: N/A

RECOMMENDATION: Motion to receive and file.

ATTACHMENTS:

AGENDA ITEM NO. 14.8

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Reports
AGENDA SECTION:	**REPORTS (File and Receive)**
SUBJECT:	Public Record Requests received for the month of March 2026
BACKGROUND:	The District received 10 records for this reporting month.
FISCAL IMPACT:	$ have been collected under Records Management in the month of March
RECOMMENDATION:	Motion to Receive and File

ATTACHMENTS:

2026.04.08 Record Request Log.pdf
2026.03.05 AMDOC PRR 20260305HGPR020.pdf
2026.03.05 AMDOC PRR 20260305HGPR020 RESPONSE.pdf
2026.03.05 L JOHNSON PRR 20260306HGPR022.pdf
2026.03.05 L JOHNSON PRR 20260306HGPR022 RESPONSE.pdf
2026.03.04 R GILL PRR 20260303hgpr018.pdf
2026.03.04 R GILL PRR 20260303hgpr018 PR RESPONSE.pdf
2026.03.10 K BOWSHER 20260310HGPR024 PR RESPONSE.pdf
20260306 L JOHNSON PRR 20260306HGPR024.pdf
20260306 L JOHNSON PRR 20260306HGPR024 RESPONSE.pdf
2026.03.04 L JOHNSON PRR 20260303hgpr019.pdf
2026.03.04 L JOHNSON PRR 20260303hgpr019 RESPONSE.pdf
2026.03.13 L JOHNSON PRR 20230312HGPR026.pdf

2026.03.13 L JOHNSON PRR 20230312HGPR026 RESPONSE.pdf
2026.02.23 L JOHNSON 20230223HGPR017 PRR.pdf
2026.03.18 L JOHNSON 20230223HGPR017 PRR RESPONSE.pdf
2026.02.06 L JOHNSON PRR 20260206HGPR005.pdf
2026.03.30 L JOHNSON 20260206HGPR005 RESPONSE.pdf
2026.03.30 K BOWSHER PRR 20260330ITIDPRR031.pdf
2026.03.30 K BOWSHER PRR 20260330ITIDPRR031 RESPONSE.pdf
2026.03.12 - J GAVIGAN PRR 20260311HGPR025.pdf
2026.03.12 - J GAVIGAN PRR 20260311HGPR025 RESPONSE.pdf

RECORD REQUEST LOG

RECORD REQUEST ASSISNGED NUMBER	DATE OF REQUEST	REQUEST NAME	PUBLIC RECORD REQUEST	DATE ACKNOWLDEGED	DATE FILFILLED RECORD REQUEST	COST OF RECORD REQUEST	INTIALS WHO CPMPLETED RECORD REQUEST
20260202HGPR001	1/31/2026	LISA JOHNSON	REQUESTING ALL APPROVED ITID BOARD OF SUPERVISORS REGULAR MEETING MINUTES FROM 2021 THROUGH JANUARY 2026. PLEASE PROVIDE EXISTING ELECTRONIC PDF COPIES VIA PORTAL OR EMAIL TO: LISANNJOHNSON63@GMAIL.COM	2/2/2026	PENDING OCT 25, NOV 25, DEC 25 + JAN 26 2026.03.30 EMAILED OCTOBER MINUTES TO LISAANEJOHNSON63@GMAIL.COM	$0.00	
20260202HGPR002	01/331/2026	LISA JOHNSON	REQUESTING ALL APPROVED ITID BOARD OF SUPERVISORS REGULAR MEETING MINUTES IN PDF FORMAT FROM 2016–2020. PLEASE PROVIDE EXISTING ELECTRONIC COPIES VIA PORTAL OR EMAIL TO: LISANNJOHNSON63@GMAIL.COM	2/2/2026	2/2/2026	$0.00	HG
20260202HGPR003	1/31/2026	LISA JOHNSON	REQUESTING ALL APPROVED ITID BOARD OF SUPERVISORS REGULAR MEETING MINUTES IN PDF FORMAT FROM 2010–2015. PLEASE PROVIDE EXISTING ELECTRONIC COPIES VIA PORTAL OR EMAIL TO: LISANNJOHNSON63@GMAIL.COM	2/2/2026	2/2/2026	$0.00	HG
20260202HGPR004	1/31/2026	LISA JOHNSON	ANY EMAIL CORRESPONDENCE BETWEEN THE BOARD OF SUPERVISORS AND/OR STAFF REGARDING THE ALA USER AGREEMENT OR MATTERS PERTAINING TO THE ALA WITHIN THE PAST 12 MONTHS.	2/2/2026	02/23/2026 RECEIVED PAYMENT AND SENT RECORDS REQUEST	$40.00	02HGPR
20260202HGPR005	1/31/2026	LISA JOHNSON	MINUTES FROM OCTOBER 2025 REGULAR BOARD MEETING	2/2/2026	2026.03.30 EMAILED OCTOBER MINUTES T LISAANNEJOHNSON63@GMAIL.COM	$0.00	HG
20260202HGPR006	1/31/2026	LISA JOHNSON	MINUTES FROM NOVEMBER 2025 REGULAR BOARD MEETING	2/2/2026	PENDING OCT 25, NOV 25, DEC 25 + JAN 26		
20260202HGPR007	1/31/2026	LISA JOHNSON	MINUTES FROM DECEMBER REGULAR BOARD MEETING	2/2/2026	PENDING OCT 25, NOV 25, DEC 25 + JAN 26		
20260202HGPR008	1/31/2026	LISA JOHNSON	MINUTUES FROM JANURARY REGULAR BOARD MEETING	2/2/2026	PENDING OCT 25, NOV 25, DEC 25 + JAN 26		
20260202HGPR009	1/30/2026	JOHN SINCLAIR	REQUESTING SECURITY VIDEO FROM THE MEETING BREAK ON 12/10/25 TO CORROBORATE A CLAIM MADE BY MS. KARLA BOWSHER ON SOCIAL MEDIA. I WOULD ALSO LIKE A COPY OF ANY VIDEO FOOTAGE RECORDED ON A CELL PHONE BY BOARD MEMBER VASSALOTTI RELATED TO THIS INCIDENT.	2/2/2026	02/02/2026 sent to johnnysinclair411@gmail.com	$0.00	HG
20260202HGPR010	01/30/22026	RICH GILL	KENNETH LAWERANCE EMAILS FROM 12/1/2025-01/31/2025	2/2/2026	2/11/26 Sent emal confirmation of estimate of $40 to proceed	$40.00	
20260202HGPR011	1/28/2026	ROBERT SAYLOR	I respectfully request that the Town provide the following: Survey by Gary Raymon (dated July 16, 1998): This survey establishes the boundary of the easement in question and is referenced in the lawsuit materials. Please provide a copy. Service of Process Documentation: The previous owners of my client's property, Daniel Grzybowski and his wife, were named as defendants in the 1996 lawsuit. However, the documents produced do not reflect that they were served with process or included in the final resolution of the case. Please provide any documentation showing service on the Grzybowskis or their participation in the litigation. .	2/2/2026	02/11/2026 Heidi, I spoke with Mr. Saylor. No need to produce any records for now. I'll let you know if that changes. William P. Doney, Esq.Caldwell Pacetti	$0.00	HG
20260202HGRP012	1/28/2026	LISA JOHNSON	Requesting all screenshots and social media posts referenced by Elizabeth. She stated that the same five people are attacking Elizabeth and Richard with misinformation. This accusation was made during the 1/28/26 ITID meeting under Supervisors' Business. I am requesting that the specific comments she is referring to be identified and highlighted. As a resident who was publicly accused during a meeting, I found this very concerning. I again request open communication with residents so that issues can be discussed publicly.	2/2/2026	02/18/2026 Received screens shots and placed in link for Ms. Johnsons Records Request and notified they are there. Records not Completed.	$0.00	hg

20260211HGPR013	2/6/2026	LISA JOHNSON	Requesting any communication—emails, texts, call logs, social media posts, or other electronic or written records—by or involving Accomando, Vassolotti, or Parrell regarding the ALA, its members, or associated public from September 1, 2025 through February 6, 2026. This request includes any communication with any ALA board member, as well as records on ITID-issued or personal devices used for public business.	2/11/2026	02/23/2026 RECEIVED PAYMENT AND SENT RECORDS REQUEST	$40.00	HG
20260211HGPR014	2/5/2026	JIMMY BARRON	ALL SURVEYS ASSOCIATED WITH 17390 TEMPLE BLVD	2/11/2026	COMPLETED REFERRED TO PBC FOR SURVERYS	$0.00	HG
20260212HGPR015	02/12/2026	MAYA BOOTH	Requesting 2025 payroll and tax documentation for Matthew Booth. The Palm Beach County Clerk of Court, Family Division—Magistrate General Magistrate Ilana Marcus—is requesting that we submit all payroll and tax documentation for Matthew Booth, DOB: 02/14/1981.	2/12/2026	2/17/2026 UNAABLE TO FULFILL INFORMATION IS CONFIDENTIAL	$0.00	HG
20260212HGPR016	2/12/2026	LOUIS COLANTOUNI	Please provide a complete list of all private or commercial entities currently permitted to use ITID parks and facilities, including the entity name, operator/manager, and type of usage (sport or training). Heidi, can you also include any available contact information for these entities? Thank you.	2/12/2026	03/11/26 SENT INFORMATION TO LCOLAN4280@AOL.COM	$0.00	HG
	2/23/2026	LISA JOHNSON	Hello, Please advise if plans were submitted to ITID for the stand alone ER Zoning Application Summary Application: Seminole Orange Plaza, DOA/W-2025-00967 Control: Seminole Orange Plaza, 2006-00012 Location: Southeast corner of Seminole Pratt Whitney Road and Orange Boulevard If plans were submitted I'd like to request an electronic copy Also please advise if it has been decided if they meet the drainage Requirements. In the application summary changes have been made since their presentation	2/23/2026	02/23/26 SENT REQUEST TO DISTRICT ENGINEER 03/16/26 SENT DISTRICT ENGINEER FOLLOW UP ON RECORD REQUEST 03/18/2026 RECEIVED EMAIL BACK FROM EGINEERING AND SENT REPONSE TO LISAANNJOHNSON63@GMAIL.COM	$0.00	HG
20260304HGPR018	3/3/2026	RICH GILL	Requesting a copy of the social media posts that supervisor Vassalotti used last night meeting to justify removal of the ALA	3/4/2026	03/04/2026 SENT EMAIL TO BOS VASSALOTTI 03/10/2026 EMAILED REQUESTED INFORMATION TO RICHGILL21@GMAIL.COM	$0.00	HG
20260303HGPR019	3/3/2026	LISA JOHNSON	Requesting 1. Any written documents identifying the cause for termination. 2. Any complaints, reports, memoranda, or investigative materials relied upon by the District in determining cause. 3. Any staff reports, internal memoranda, or briefing materials prepared for the Board regarding termination of the ALA agreement. 4. The written notice of termination issued to ALA.	3/4/2026	03/11/2026 EMAILED REQUEST RESPONSE TO LISAANNJOHNSON63@GMAIL.COM	$0.00	HG
20260303HGPR020	3/3/2026	BOS BETTY ARGUE	Requesting February financials. Please also include the January financials. She also requested the costs for security for Board Meetings, Special Meetings, and Workshops.	3/4/2026	03/03/2026 EMAIL WAS SENT TO FINANCE 03.30.2026 STAFF EMAILED ALL REQUESTED INFORMATION	$0.00	STAFF
20260305HGPR020	3/5/2026	AMDOCS	Requesting undergound utility drawings	3/5/2026	03/05/2026 EMAILED TO ALEKHG@AMDOCS.COM	$0.00	HG
20260305HGPR021	3/5/2026	CITY OF FROST PROOF	Requesting the personnvel file of John Autrey. Employ,emt Dates 10/2019-3/2020 and 10/2020-03/2021	3/5/2026	03/05/2026 SENT EMAIL TO HUMAN RESOUCES 03/05/2026 HR RESPONDED TO REQUEST	$0.00	HR
20260306HGPR022	3/5/2026	LISA JOHNSON	Requesting the zoom recording of the ITID Meeting on 03/03/2026	3/6/2026	03/06/2026 EMAILED THE REQUESTED INFROMATION TO LISAANNJOHNSON63@GMAIL.COM	$0.00	HG
20260306HGPR023	3/6/2026	LISA JOHNSON	Requesting 1. The original posted agenda for that meeting. 2. Any amended or revised versions of the agenda, including the version reflecting the amendment to Agenda Item 6.1. 3. Any internal communications, emails, notes, or documents discussing or directing the amendment of Agenda Item 6.1 during or after the meeting. 4. Any documentation explaining the reason for the agenda amendment. 5. The meeting minutes and any supporting documentation reflecting the amendment to the agenda item.	3/6/2026	03/11/2026 EMAILED RESPONSE TO LISAANNJOHNSON63@GMAIL.COM	$0.00	HG
20260310HGPR024	3/3/2026	KARLA BOWSHER	Requesting the Social Media posts that were discuss during the Board of Supervisors Meeting on 03/03/2026	3/10/2026	03/10/2026 EAMIL INFORMAION TO ACREAGEKARLA@PROTON.ME	$0.00	HG

20250311HGPR025	3/10/2026	JAMES GAVIGAN	All documents relating to South Florida Water Management District Environmental Resource Permit # 50-0111-S-02, including any subsequent modifications ("Permit"); 2.All documents identifying the active permit requirements for the Permit; 3. All documents concerning any open violations, pending inspections or outstanding compliance issues pertaining to the permit; and 4. All documents concerning any maintenance or cross-section obligations that remain active under the Permit.	3/12/2026	2026.03.18 EMAILED JGAVIGAN@SHUTTS.COM TO VERIFY PERMIT NUMBER..HG 2026.03.30 RECEIVED CLARIFICATION. 2026.03.31 EMAILED REQUESTED INFROMATIONAND REFFERED TO SFWMD FOR REST	$0.00	HG
20260312HGPR026	3/12/2026	LISA JOHNSON	Please send the following. 1. Any written complaints, incident reports, or correspondence received by ITID referencing the Acreage Landowners Association that were relied upon or referenced as the basis for termination of the ALA Non-Profit Recreation User Agreement discussed at the March 3, 2026 Board of Supervisors meeting. 2. Any written communication from ITID staff to the Board of Supervisors referencing the alleged "extenuating circumstances" discussed during the March 3, 2026 meeting. 3. Any written communication between ITID and representatives of the Acreage Landowners Association regarding termination of the User Agreement between February 1, 2026 and March 3, 2026.	3/13/2026	20260317 EMAILED RESPONSE TO JOHNSONLISA@BELLSOUTH.NET	$0.00	HG
20260319HGPR027	3/19/2026	KARLA BOWSHER	request an electronic copy of the September 2025 finance report.	3/19/2026	03/23/2025 SENT TO FINANCE DEPARTMENT 04/08/2026 EMAILED FINANCE ON STATUS		
20260325HGPR028	3/25/2026	OSHEA SMITH	Dear Records Officer, I hope you are doing well. Thank you for your time and for the work you do. Pursuant to the Florida Public Records Act (Fla. Stat. § 119.01 et seq.), I am requesting an any document that details payments to vendors issued by Indian Trail Improvement District from 1/1/2022 through February, 28 2026. This document/report may also be referred to as an accounts payable summary, check summary, check register, check warrants, vendor payment summaries, expenditure/disbursement reports or vendor analysis report. Any spreadsheet or report that lists vendor names, brief descriptions of purchases, and total amounts would be fully responsive to this request. If available, please include: -Vendor name -Description of purchase or payment -Total price or amount paid If vendor names are coded, please include the code key if it's easily available. We're happy to accept whatever form this data is already maintained in — raw exports or standard reports (Excel, CSV, or PDF) are perfectly fine. If another department is better suited to handle this request, I'd appreciate it if you could forward it to them or share their contact information. If any part of this request is withheld, please provide the specific statutory exemption and release all non-exempt portions. To ensure prompt follow-up, please send any correspondence regarding clarifications, extensions, online portal access, and response letters to records@sunlightaccess.com and reference: FR:32797 Oshea Smith 215 N Payne St STE 33025 Alexandria, VA 22314 www.sunlightaccess.com	3/25/2026	03/25/2026 SENT REQUEST TO FINANCE DEPARTMENT 04/08/2026 EMAILED FINANCE ON STATUS OF RECORDS REQUEST		
20260325ITIDPR029	3/25/2026	RANDY GUNCHEON	Requesting the contract, salary or wages paid to Rebecca Medina Stewart now and in the future	3/25/2026	03/25/26 EMAILED HUMAN RESOURCES 04/08/2026 EMAILED HUMAN RESOUCES ON STATUS 04/08/2026 EMAILED RGUNCH63@GMAIL.COM	$0.00	HG
20260326ITIDPRR030	3/25/2026	KARLA BOWSHER	request a digital copy of any and all video and photos that Supervisor Betty Argue recorded during the ITID Board of Supervisors meeting on Dec. 10, 2025, including the meeting break.	3/26/2026	03/26/2026 REQUESTED INFORMATION WAS EMAILED TO ACREAGEKARLA@PROTON.ME	$0.00	HG
20260330ITIDPRR031	3/30/2026	KARLA BOWSHER	request a copy of the Sleepy Hallow data that Supervisor Argue mentioned (during the last board meeting) receiving recently.	3/30/2026	2026.03.30 EMAILED REQUESTED INFORMATION TO ACRERAGEKARLA@PROTON.ME	$0.00	HG

20260402ITIDPRR032	4/2/2026	ALEX LARSON	Requesting the MSDS for the sealant we use for the milling roads and the petitions if any that are along Cheetham Hill between Okeechobee and Harlena and the salary of district.	4/2/2026	2026.04.02 EMAILED CHIEF OPERATING OFFICER FOR REQUESTED INFORMATION 2026.04.02 REQUESTOR WILL PICK UP REQUEST FRIDAY 2026.04.03..HG	$0.00	HG

Outlook

A059V5B_Request for Utility As-Built Drawings for Project Planning

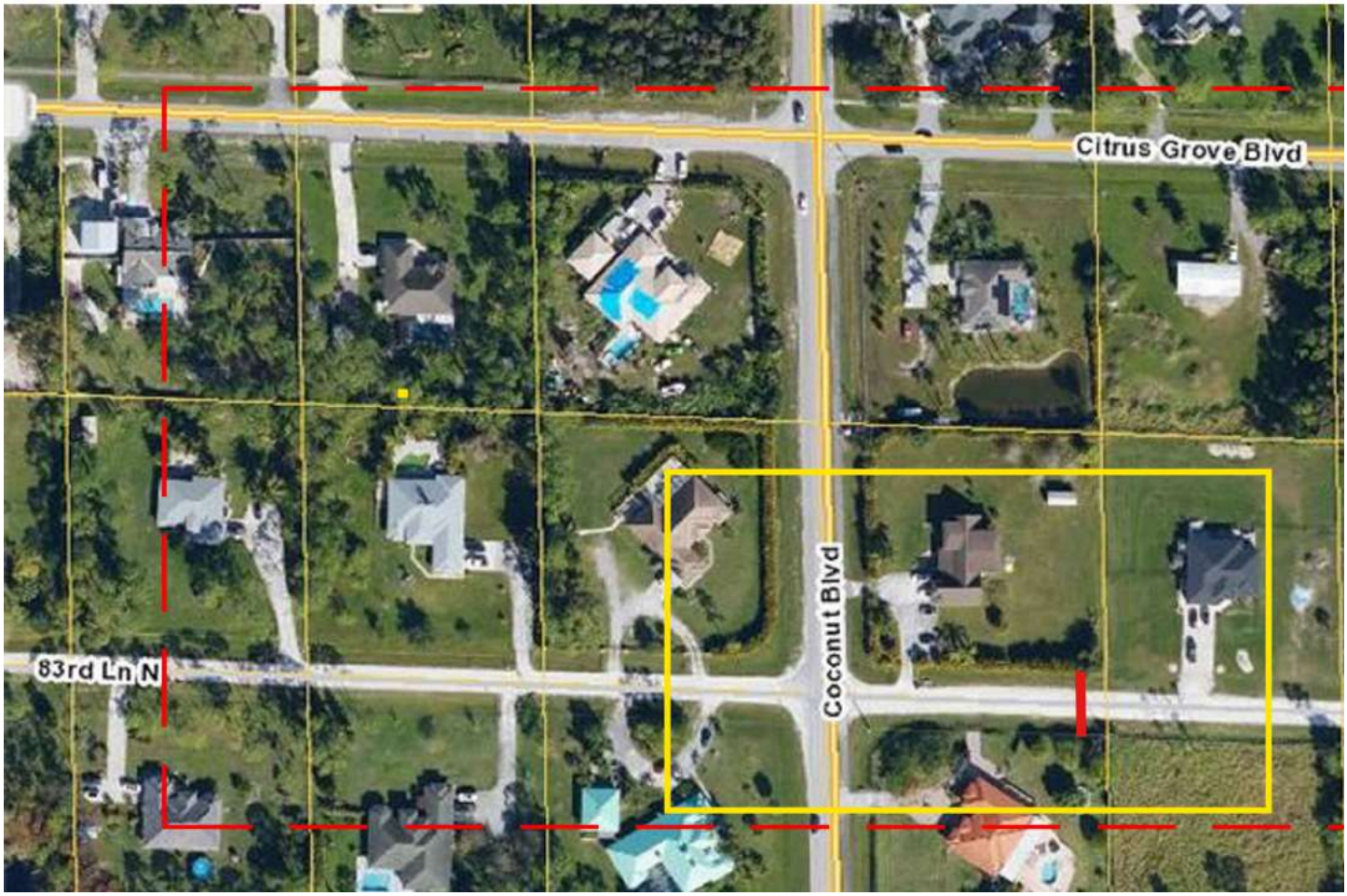
From Amer Khan Basheer Ahmed Khan <amerkhaa@amdocs.com>
Date Thu 3/5/2026 1:39 AM
To Records Request <recreq@indiantrail.com>
Cc Alekh Gupta <alekhg@amdocs.com>; Shishir Kumar Panwar <shishirp@amdocs.com>

Some people who received this message don't often get email from amerkhaa@amdocs.com. Learn why this is important

Hi good morning,

I hope you are doing well.
I am writing to request as-built utility drawings for the area located at:
Location: **INDIAN TRAIL IMPROVEMENT DISTRICT**
Reference Location : **12439 83rd Ln N, West Palm Beach, FL 33412, USA**
Coordinates:
Start Location: **26.800547728403572, -80.23650127745195**
End Location: **26.800698394397838, -80.236514553709**
Job Id: **A059V5B**
These records are required to support our ongoing project planning and permitting activities. Specifically, we are looking for available information on:
Water mains
Sewer lines
Reclaimed water lines
Stormwater infrastructure
Any additional underground utilities
Depth information (if available)

Attached is an image marking the work area for your reference. This captures the entire work location to assist with placements.
Utilities Information Required for the Following Streets (only marked areas):
Streets : 83rd Ln N



If certain utilities fall under private ownership or are maintained by another department or external agency, kindly advise or forward the appropriate contact details so we may follow up accordingly.

Please let me know if there any additional details needed to process this request. Your assistance is greatly appreciated.
Thank you in advance for your support.

Thanks & regards,
Amer Khan
Fiber Engineer
Email: amerkhaa@amdocs.com

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Outlook

Re: A059V5B_Request for Utility As-Built Drawings for Project Planning

From Heidi Garcia <hgarcia@indiantrail.com>
Date Thu 3/5/2026 7:04 AM
To Amer Khan Basheer Ahmed Khan <amerkhaa@amdocs.com>; Records Request <recreq@indiantrail.com>
Cc Alekh Gupta <alekhg@amdocs.com>; Shishir Kumar Panwar <shishirp@amdocs.com>

Good Morning,

I hope this message finds you well.

Please be advised that the Indian Trail Improvement District is not a utility provider and does not maintain records related to water, sewer, reclaimed water, or other underground utility systems. As such, we are unable to furnish the as-built utility drawings requested.

For assistance with locating underground utilities, you will need to submit a request through **811 Locates**. This service can provide the appropriate utility identification and coordination for the area in question. A request may be submitted at the following link:

https://sunshine811.com/

Should you have any further questions or require additional clarification, please do not hesitate to contact me.

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

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From: Amer Khan Basheer Ahmed Khan <amerkhaa@amdocs.com>
Sent: Thursday, March 5, 2026 1:39 AM
To: Records Request <recreq@indiantrail.com>
Cc: Alekh Gupta <alekhg@amdocs.com>; Shishir Kumar Panwar <shishirp@amdocs.com>
Subject: A059V5B_Request for Utility As-Built Drawings for Project Planning

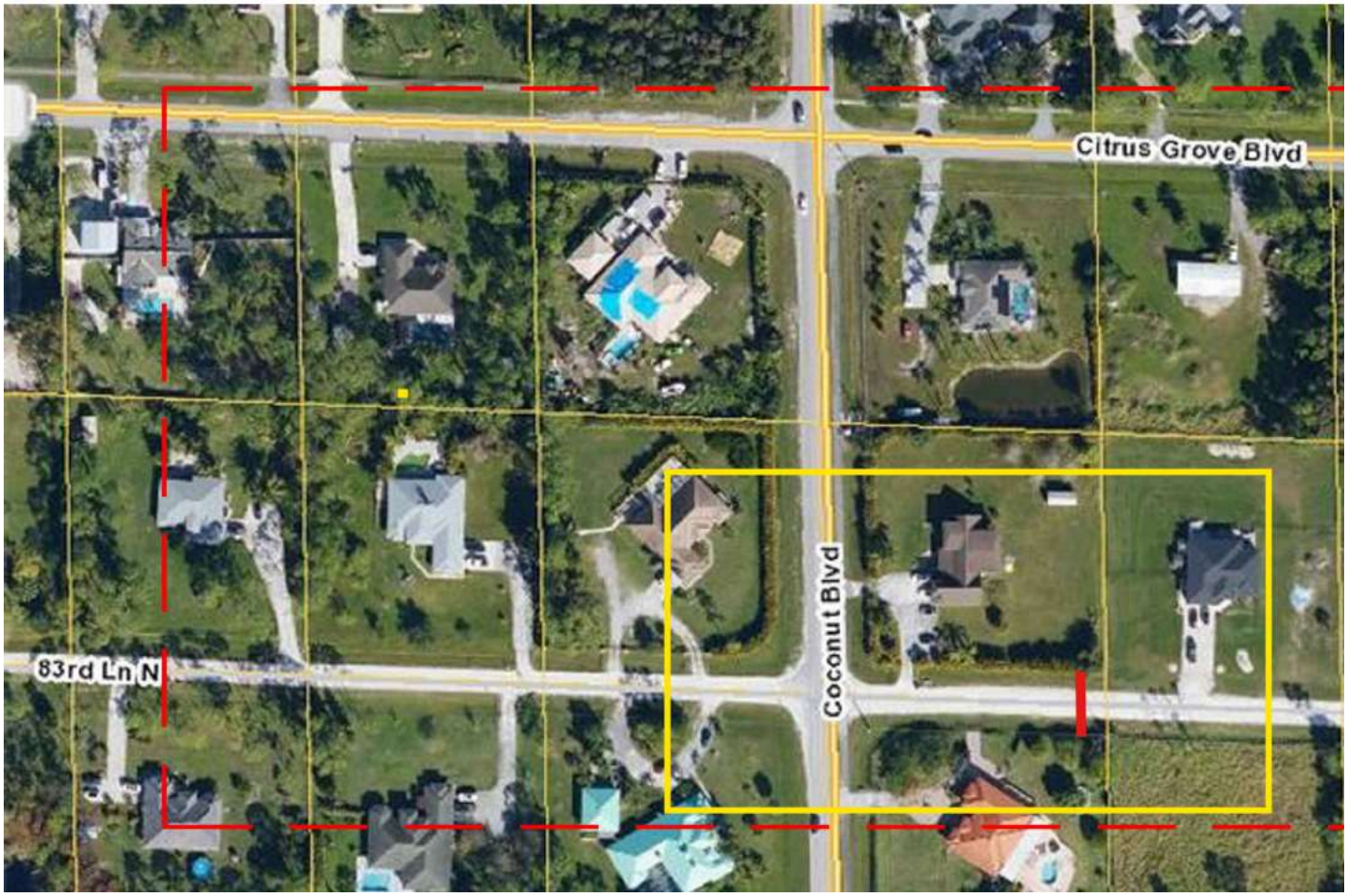
Some people who received this message don't often get email from amerkhaa@amdocs.com. Learn why this is important

Hi good morning,

I hope you are doing well.
I am writing to request as-built utility drawings for the area located at:
Location: **INDIAN TRAIL IMPROVEMENT DISTRICT**
Reference Location : **12439 83rd Ln N, West Palm Beach, FL 33412, USA**
Coordinates:
Start Location: **26.800547728403572, -80.23650127745195**
End Location: **26.800698394397838, -80.236514553709**
Job Id: **A059V5B**
These records are required to support our ongoing project planning and permitting activities. Specifically, we are looking for available information on:
Water mains
Sewer lines
Reclaimed water lines
Stormwater infrastructure
Any additional underground utilities

Depth information (if available)

Attached is an image marking the work area for your reference. This captures the entire work location to assist with placements.
Utilities Information Required for the Following Streets (only marked areas):
Streets : 83rd Ln N



If certain utilities fall under private ownership or are maintained by another department or external agency, kindly advise or forward the appropriate contact details so we may follow up accordingly.
Please let me know if there any additional details needed to process this request. Your assistance is greatly appreciated.
Thank you in advance for your support.

Thanks & regards,
Amer Khan
Fiber Engineer
Email: amerkhaa@amdocs.com

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Outlook

Public record request

From Lisa Johnson <lisaannjohnson63@gmail.com>
Date Thu 3/5/2026 6:59 PM
To Records Request <recreq@indiantrail.com>; Heidi Garcia <hgarcia@indiantrail.com>

I am requesting the zoom recording of the ITID meeting on 3/3/26
Thank you
Lisa johnson
561-660-0840

Outlook

Re: Public record request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Fri 3/6/2026 8:47 AM
To Lisa Johnson <lisaannjohnson63@gmail.com>
Cc Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>

Good Morning Ms. Johnson

Hope this email finds you well. Please see the link below for the Zoom recording from Tuesday's March 3rd meeting.

If you have any questions or need anything further, please don't hesitate to let me know.

All-in-one virtual event platform | Zoom Webinars & Events

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
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From: Lisa Johnson <lisaannjohnson63@gmail.com>
Sent: Thursday, March 5, 2026 6:59 PM
To: Records Request <recreq@indiantrail.com>; Heidi Garcia <hgarcia@indiantrail.com>
Subject: Public record request

I am requesting the zoom recording of the ITID meeting on 3/3/26
Thank you
Lisa johnson
561-660-0840

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
SKIPPED

Phone
SKIPPED

Organization
SKIPPED

Full Address
SKIPPED

Email
richgill21@gmail.com

Phone
SKIPPED

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
I want a copy of the social media posts that supervisor vasalotti used last night in the meeting to justify removal of the ALA

Initial Date (Timeframe) of Requested Records
03/03/2026

Ending Date (Timeframe) of Requested Records
SKIPPED

Outlook

record request 20260304HGPR018

From Heidi Garcia <hgarcia@indiantrail.com>
Date Tue 3/10/2026 5:33 PM
To Rich Gill <richgill21@gmail.com>

1 attachment (2 MB)
2026.03.05 SOCIAL MEDIA POSTS FROM 03.03.26 MTG.pdf;

Good Evening Mr. Gill.

I hope you're doing well. Attached, please find the information you requested regarding the social media posts discussed during the March 3rd meeting.

If you have any questions or need anything further, please don't hesitate to let me know.

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
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Outlook

2026.03.03 Public Record Request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Tue 3/10/2026 5:36 PM
To Karla Bowsher <acreagekarla@proton.me>

1 attachment (2 MB)
2026.03.05 SOCIAL MEDIA POSTS FROM 03.03.26 MTG.pdf;

Good Evening Ms. Bowsher

I hope you're doing well. Attached, please find the information you requested during the Board of Supervisors Meeting on March 3rd regarding the social media posts discussed during the March 3rd meeting.

If you have any questions or need anything further, please don't hesitate to let me know.

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

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Outlook

Public Records Request – ITID Agenda Item Amendment

From Lisa Johnson <lisaannjohnson63@gmail.com>
Date Fri 3/6/2026 9:33 AM
To Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>; Heidi Garcia <hgarcia@indiantrail.com>; Burgess Hanson <bhanson@indiantrail.com>

Good afternoon,
(Pertain the the ITID meeting on 3/3/26)

Pursuant to the Florida Public Records Law (Chapter 119, Florida Statutes), I am requesting copies of the following public records related to the ITID Board meeting where Agenda Item 6.1 referenced the ALA Non-Profit User Agreement:

1. The original posted agenda for that meeting.
2. Any amended or revised versions of the agenda, including the version reflecting the amendment to Agenda Item 6.1.
3. Any internal communications, emails, notes, or documents discussing or directing the amendment of Agenda Item 6.1 during or after the meeting.
4. Any documentation explaining the reason for the agenda amendment.
5. The meeting minutes and any supporting documentation reflecting the amendment to the agenda item.

If these records exist in electronic format, I request they be provided electronically.

Thank you for your assistance.

Lisa Johnson
17856 89th Pl N

Outlook

Re: Public Records Request – ITID Agenda Item Amendment

From Heidi Garcia <hgarcia@indiantrail.com>
Date Wed 3/11/2026 4:55 PM
To Lisa Johnson <lisaannjohnson63@gmail.com>; Burgess Hanson <bhanson@indiantrail.com>
Cc Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>

Good afternoon, Ms. Johnson,

I hope this message finds you well.

Please find below the link to the agenda and agenda packet associated with Record Request **20260306HGPR023**. At this time, there are **no revised versions of the agenda**, nor are there any **amendments to Agenda Item 6.1**. Additionally, there are **no emails or documents** discussing or directing any amendment to Agenda Item 6.1.

Once the meeting minutes have been finalized and formally approved by the Board, I will provide you with a copy reflecting any amendments to the motions pertaining to Agenda Item 6.1.

Should you require any further assistance, please do not hesitate to contact me.

OpenMeeting Customer Portal

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

Florida Public Records Act Disclaimer

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From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Friday, March 6, 2026 9:44 AM
To: Lisa Johnson <lisaannjohnson63@gmail.com>; Burgess Hanson <bhanson@indiantrail.com>
Cc: Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>
Subject: Re: Public Records Request – ITID Agenda Item Amendment

Good Morning Lisa

I hope this message finds you well.

Thank you for your request for
1. The original posted agenda for that meeting.
2. Any amended or revised versions of the agenda, including the version reflecting the amendment to Agenda Item 6.1.
3. Any internal communications, emails, notes, or documents discussing or directing the amendment of Agenda Item 6.1 during or after the meeting.
4. Any documentation explaining the reason for the agenda amendment.
5. The meeting minutes and any supporting documentation reflecting the amendment to the agenda item.

Please note the Record Request Assigned number for this request is **20260306HGPR023.**

Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.

At this time, payments may be made by **check or cash only**. Credit card payments are not currently available. Please be aware that fees are subject to change in accordance with district policies.

If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

13476 61st Street North|West Palm Beach, FL 33412
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From: Lisa Johnson <lisaannjohnson63@gmail.com>
Sent: Friday, March 6, 2026 9:33 AM
To: Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>; Heidi Garcia <hgarcia@indiantrail.com>; Burgess Hanson <bhanson@indiantrail.com>
Subject: Public Records Request – ITID Agenda Item Amendment

Good afternoon,
(Pertain the the ITID meeting on 3/3/26)

Pursuant to the Florida Public Records Law (Chapter 119, Florida Statutes), I am requesting copies of the following public records related to the ITID Board meeting where Agenda Item 6.1 referenced the ALA Non-Profit User Agreement:

1. The original posted agenda for that meeting.
2. Any amended or revised versions of the agenda, including the version reflecting the amendment to Agenda Item 6.1.
3. Any internal communications, emails, notes, or documents discussing or directing the amendment of Agenda Item 6.1 during or after the meeting.
4. Any documentation explaining the reason for the agenda amendment.
5. The meeting minutes and any supporting documentation reflecting the amendment to the agenda item.

If these records exist in electronic format, I request they be provided electronically.

Thank you for your assistance.

Lisa Johnson
17856 89th Pl N

Outlook

Public Record request-ALA Termination Cause

From Lisa Johnson <lisaannjohnson63@gmail.com>
Date Tue 3/3/2026 8:27 PM
To info <info@indiantrail.com>; Heidi Garcia <hgarcia@indiantrail.com>; Burgess Hanson <bhanson@indiantrail.com>

To Whom It May Concern,

Pursuant to Chapter 119, Florida Statutes, I am requesting copies of any public records that identify, describe, or support the stated "cause" for the termination of the ALA Non-Profit Recreation User Agreement approved by the Board of Supervisors.

Specifically, I request:

1. Any written documents identifying the cause for termination.
2. Any complaints, reports, memoranda, or investigative materials relied upon by the District in determining cause.
3. Any staff reports, internal memoranda, or briefing materials prepared for the Board regarding termination of the ALA agreement.
4. The written notice of termination issued to ALA.

Please provide these records in electronic format if available.

If any portion of these records is considered exempt, please cite the specific statutory exemption relied upon and provide the non-exempt portions.

Thank you

Lisa Johnson

17856 89th Pl N

Loxahatchee Fl

Outlook

Re: Public Record request-ALA Termination Cause

From Heidi Garcia <hgarcia@indiantrail.com>
Date Wed 3/11/2026 6:06 PM
To Lisa Johnson <lisaannjohnson63@gmail.com>
Cc info <info@indiantrail.com>; Burgess Hanson <bhanson@indiantrail.com>; Public Records <publicrecords@indiantrail.com>

1 attachment (2 MB)
2026-0310 Notice of Termination of Non-Profit Recreation User Agreement.pdf;

Good afternoon Ms. Johnson

I hope you are doing well.

Attached, please find the termination letter associated with Public Records Request **20260303HRPR019**.

The cause for termination was addressed during the **March 3rd Board of Supervisors Meeting**. There were no internal memoranda or briefing materials prepared for the Board regarding this matter. The agenda packet and supporting documents are available at the link below:

OpenMeeting Customer Portal

If you have any questions, please feel free to let me know.
Wishing you a wonderful evening.

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

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From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Wednesday, March 11, 2026 2:09 PM
To: Lisa Johnson <lisaannjohnson63@gmail.com>
Cc: info <info@indiantrail.com>; Burgess Hanson <bhanson@indiantrail.com>; Public Records <publicrecords@indiantrail.com>
Subject: Re: Public Record request-ALA Termination Cause

Good Afternoon Ms. Johnson

I hope you are doing well.

This message is to confirm that Public Records Request **20260303HGPR019** is still actively being processed, and working to ensure that all responsive documents are gathered and you will receive the completed response as soon as it is ready.

Should you have any questions or need further clarification at any point, please feel free to reach out. I am happy to assist.

Wishing you a blessed and pleasant 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
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From: Lisa Johnson <lisaannjohnson63@gmail.com>
Sent: Wednesday, March 11, 2026 1:59 PM
To: Heidi Garcia <hgarcia@indiantrail.com>
Cc: info <info@indiantrail.com>; Burgess Hanson <bhanson@indiantrail.com>; Public Records <publicrecords@indiantrail.com>
Subject: Re: Public Record request-ALA Termination Cause

Hello Heidi,
May I please get a timeline of when the following items will be release as per my public record request?
I am aware that the ALA has received the termination letter #4.
Procedurally I believe #1,2 and 3 would have preceded #4 and therefore should be available.

I appreciate prompt attention in this matter.
Thank you Kindly. Lisa Johnson
Resident.

> On Mar 4, 2026, at 7:32 AM, Heidi Garcia <hgarcia@indiantrail.com> wrote:
>
> Good Morning
>
> I hope this message finds you well.
>
> Thank you for your request for **1. Any written documents identifying the cause for termination., 2. Any complaints, reports, memoranda, or investigative materials relied upon by the District in determining cause., 3. Any staff reports, internal memoranda, or briefing materials prepared for the Board regarding termination of the ALA agreement. 4. The written notice of termination issued to ALA..** Please note the Record Request Assigned number for this request is **20260303HGPR019.**
>
> Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.
>
> At this time, payments may be made by **check or cash only**. Credit card payments are not currently available. Please be aware that fees are subject to change in accordance with district policies.

If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

<Outlook-rkachz1k.png>

<Outlook-52vvhcwq.png>

<Outlook-zkq4m3cf.png>

13476 61st Street North|West Palm Beach, FL 33412
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From: Lisa Johnson <lisaannjohnson63@gmail.com>
Sent: Tuesday, March 3, 2026 8:27 PM
To: info <info@indiantrail.com>; Heidi Garcia <hgarcia@indiantrail.com>; Burgess Hanson <bhanson@indiantrail.com>
Subject: Public Record request-ALA Termination Cause

To Whom It May Concern,

Pursuant to Chapter 119, Florida Statutes, I am requesting copies of any public records that identify, describe, or support the stated "cause" for the termination of the ALA Non-Profit Recreation User Agreement approved by the Board of Supervisors.

Specifically, I request:

1. Any written documents identifying the cause for termination.
2. Any complaints, reports, memoranda, or investigative materials relied upon by the District in determining cause.
3. Any staff reports, internal memoranda, or briefing materials prepared for the Board regarding termination of the ALA agreement.
4. The written notice of termination issued to ALA.

Please provide these records in electronic format if available.

If any portion of these records is considered exempt, please cite the specific statutory exemption relied upon and provide the non-exempt portions.

Thank you

Lisa Johnson

17856 89th Pl N

Loxahatchee Fl

Outlook

Public Records Request – ALA Termination

From lisa johnson <johnsonlisa@bellsouth.net>
Date Thu 3/12/2026 1:49 AM
To Heidi Garcia <hgarcia@indiantrail.com>; Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>

To Whom It May Concern,

Pursuant to Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes, I respectfully request copies of the following public records:

Hello Heidi,

Please send the following.

1. Any written complaints, incident reports, or correspondence received by ITID referencing the Acreage Landowners Association that were relied upon or referenced as the basis for termination of the ALA Non-Profit Recreation User Agreement discussed at the March 3, 2026 Board of Supervisors meeting.

2. Any written communication from ITID staff to the Board of Supervisors referencing the alleged "extenuating circumstances" discussed during the March 3, 2026 meeting.

3. Any written communication between ITID and representatives of the Acreage Landowners Association regarding termination of the User Agreement between February 1, 2026 and March 3, 2026.

If the records exist in electronic form, I request that they be provided electronically. If any responsive records are withheld, please identify the statutory exemption relied upon.

Thank you for your assistance.

Sincerely,
[Your Name]

Sent from my iPhone

Outlook

Re: Public Records Request – ALA Termination

From Heidi Garcia <hgarcia@indiantrail.com>
Date Tue 3/17/2026 10:54 AM
To lisa johnson <johnsonlisa@bellsouth.net>; Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>

1 attachment (998 KB)
20260312HGPR026_260317_1428.pdf;

Good Morning Ms. Johnson

I hope this message finds you well.

Please see the attached written communications dated between February 1 and March 3, 2025, regarding the Acreage Landowners Association termination.

At this time, ITID has no records of communications from staff to the Board referencing the alleged extenuating circumstances discussed during the March 3, 2026 meeting. Additionally, ITID has no incident reports or correspondence referencing the Acreage Landowners Association that were relied upon or referenced as the basis for the termination discussed at that meeting.

Please let me know if you have any questions.
Wishing you a wonderful 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

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From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Friday, March 13, 2026 7:43 AM
To: lisa johnson <johnsonlisa@bellsouth.net>; Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>
Subject: Re: Public Records Request – ALA Termination

Good Morning Ms. Johnson

I hope this message finds you well.

Thank you for your request for **1. Any written complaints, incident reports, or correspondence received by ITID referencing the Acreage Landowners Association that were relied upon or referenced as the basis for termination of the ALA Non-Profit Recreation User Agreement discussed at the March 3, 2026 Board of Supervisors meeting.**

2. Any written communication from ITID staff to the Board of Supervisors referencing the alleged "extenuating circumstances" discussed during the March 3, 2026 meeting.

3. Any written communication between ITID and representatives of the Acreage Landowners Association regarding termination of the User Agreement between February 1, 2026 and March 3, 2026.

Please note the Record Request Assigned number for this request is **20260312HGPR026.**

Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.

At this time, payments may be made by **check or cash only**. Credit card payments are not currently available. Please be aware that fees are subject to change in accordance with district policies.

If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

13476 61st Street North|West Palm Beach, FL 33412
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From: lisa johnson <johnsonlisa@bellsouth.net>
Sent: Thursday, March 12, 2026 1:49 AM
To: Heidi Garcia <hgarcia@indiantrail.com>; Records Request <recreq@indiantrail.com>; Public Records <publicrecords@indiantrail.com>
Subject: Public Records Request – ALA Termination

To Whom It May Concern,

Pursuant to Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes, I respectfully request copies of the following public records:

Hello Heidi,

Please send the following.

1. Any written complaints, incident reports, or correspondence received by ITID referencing the Acreage Landowners Association that were relied upon or referenced as the basis for termination of the ALA Non-Profit Recreation User Agreement discussed at the March 3, 2026 Board of Supervisors meeting.

2. Any written communication from ITID staff to the Board of Supervisors referencing the alleged "extenuating circumstances" discussed during the March 3, 2026 meeting.

3. Any written communication between ITID and representatives of the Acreage Landowners Association regarding termination of the User Agreement between February 1, 2026 and March 3, 2026.

If the records exist in electronic form, I request that they be provided electronically. If any responsive

records are withheld, please identify the statutory exemption relied upon.

Thank you for your assistance.

Sincerely,
[Your Name]

Sent from my iPhone

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
Lisa Johnson

Phone
(561) 660-0840

Organization
SKIPPED

Full Address
17856 89th Pl N
Loxahatchee FL 33470

Email
lisaannjohnson63@gmail.com

Phone
SKIPPED

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
Hello, Please advise if plans were submitted to ITID for the stand alone ER Zoning Application Summary Application: Seminole Orange Plaza, DOA/W-2025-00967 Control: Seminole Orange Plaza, 2006-00012 Location: Southeast corner of Seminole Pratt Whitney Road and Orange Boulevard If plans were submitted I'd like to request an electronic copy Also please advise if it has been decided if they meet the drainage Requirements. In the application summary changes have been made since their presentation

Initial Date (Timeframe) of Requested Records
02/23/2026

Ending Date (Timeframe) of Requested Records
02/27/2026

20260223HGPR017

Outlook

Re: *NEW SUBMISSION* Public Record Request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Wed 3/18/2026 7:21 AM
To Lisa Johnson <lisaannjohnson63@gmail.com>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

Good Morning Ms. Johnson,

I hope all is well.

This email is in response to Public Record Request **20260223HGPR017** regarding the following:

Stand-Alone ER Zoning Application Summary

- **Application:** Seminole Orange Plaza
- **Application No.:** DOA/W-2025-00967
- **Control:** Seminole Orange Plaza, 2006-00012
- **Location:** Southeast corner of Seminole Pratt Whitney Road and Orange Boulevard

You asked whether plans for this stand-alone ER zoning application have been submitted to ITID and, if so, to request an electronic copy. You also inquired whether a determination has been made regarding drainage requirements, as the application summary reflects changes from the prior presentation.

At this time, **Indian Trail Improvement District and our District Engineers have not received any plans** for the stand-alone ER zoning application at Seminole Pratt Whitney Road and Orange Boulevard. Once plans are received, a **special permit will be processed**, including a review of **any proposed modifications to the drainage system**.

Please let me know if you have any questions or need additional information.
Wishing you a wonderful 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

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From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Monday, February 23, 2026 8:20 AM
To: Lisa Johnson <lisaannjohnson63@gmail.com>
Cc: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: Re: *NEW SUBMISSION* Public Record Request

Good Morning Ms. Johnson

I hope this message finds you well.

Thank you for your request for **Plans for the ER Zoning Application Summary Application Seminole Orange Plaza DOA/W-2025-00967 Control: Seminole Orange Plaza 2006-00012 location: Southeast corner of Seminole Pratt Whitney Road and Orange Blvd. If plans were submitted requesting an electronic Copy. Please also advise if it has been decided if they meet the drainage requirements, in the application summary changes have been made since their presentation.**

Please note assigned number for this request is 20260223HGPR017

Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.

At this time, payments may be made by **check or cash only**. Credit card payments are not currently available. Please be aware that fees are subject to change in accordance with district policies.

If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,

Heidi Garcia,
Records Retention Coordinator

13476 61st Street North|West Palm Beach, FL 33412
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From: MaintReq@indiantrail.com <MaintReq@indiantrail.com>
Sent: Monday, February 23, 2026 6:31 AM
To: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: *NEW SUBMISSION* Public Record Request

Public Record Request

Submission #:	4647033
IP Address:	2601:58b:f00:ceb0:1cf0:d040:7c8d:c578
Submission Date:	02/23/2026
Survey Time:	5 minutes, 5 seconds

You have a new online form submission. To download a copy in PDF format, please click here.
Note: a download will promptly begin but may take up to a few minutes to complete pending the overall submission size.
Thank you,
Indian Trail Improvement District, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

Outlook

Re: *NEW SUBMISSION* Public Record Request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Mon 2/2/2026 8:29 AM
To Lisa Johnson <lisaannjohnson63@gmail.com>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

Hello,

I Hello,

I hope this message finds you well.

Thank you for your request for **Minuets from October 2025 regular board meeting.** Please note the Record Request Assigned number for this request is 20260202HGPR005

Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.

At this time, payments may be made by **check or cash only**. Credit card payments are not currently available. Please be aware that fees are subject to change in accordance with district policies.

If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

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From: MaintReq@indiantrail.com <MaintReq@indiantrail.com>
Sent: Saturday, January 31, 2026 5:15 AM
To: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: *NEW SUBMISSION* Public Record Request

Public Record Request

Submission #:	4604586
IP Address:	2600:1006:b03c:f58f:d76:2b22:82c9:a0bd
Submission Date:	01/31/2026
Survey Time:	1 minute, 2 seconds

You have a new online form submission. To download a copy in PDF format, please click here.
Note: a download will promptly begin but may take up to a few minutes to complete pending the overall submission size.
Thank you,
Indian Trail Improvement District, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

Outlook

Re: *NEW SUBMISSION* Public Record Request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Mon 2/2/2026 8:32 AM
To Lisa Johnson <lisaannjohnson63@gmail.com>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

Hello,

I Hello,

I hope this message finds you well.

Thank you for your request for **Minutes from the November 2025 board meeting.** Please note the Record Request Assigned number for this request is 20260202HGPR006

Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.

At this time, payments may be made by **check or cash only**. Credit card payments are not currently available. Please be aware that fees are subject to change in accordance with district policies.

If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

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From: MaintReq@indiantrail.com <MaintReq@indiantrail.com>
Sent: Saturday, January 31, 2026 5:13 AM
To: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: *NEW SUBMISSION* Public Record Request

Public Record Request

Submission #:	4604585
IP Address:	2600:1006:b03c:f58f:d76:2b22:82c9:a0bd
Submission Date:	01/31/2026
Survey Time:	58 seconds

You have a new online form submission. To download a copy in PDF format, please click here.
Note: a download will promptly begin but may take up to a few minutes to complete pending the overall submission size.
Thank you,
Indian Trail Improvement District, FL

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Outlook

Public records request re Supervisor Argue #2

From Karla Bowsher <acreagekarla@proton.me>

Date Mon 3/30/2026 8:00 AM

To Heidi Garcia <hgarcia@indiantrail.com>; Public Records <publicrecords@indiantrail.com>; Betty Argue <bargue@indiantrail.com>

Hello Heidi and Supervisor Argue,

Pursuant to Florida's Public Records Act (Chapter 119), I am writing to request a copy of the Sleepy Hallow data that Supervisor Argue mentioned (during the last board meeting) receiving recently. I'm sending this to both of you because I am unclear as to whether these records are in digital, paper or other form and unclear as to who all would have a copy. (Supervisor Argue just described them as something she had received.)

If you refuse to provide this information, Chapter 119 requires that you advise me in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for your decision, as required by F.S. 119.07(1)(e).

I agree to pay the actual cost of duplication as defined in Chapter 119. However, if you anticipate that in order to satisfy this request, “extensive use” of information technology resources or extensive clerical or supervisory assistance as defined in Chapter 119 will be required, please provide a written estimate and justification.

If you have any questions or need more information in order to expedite this request, please call me.

Sincerely,
Karla Bowsher

Outlook

Re: Public records request re Supervisor Argue #2

From Heidi Garcia <hgarcia@indiantrail.com>
Date Mon 3/30/2026 3:38 PM
To Karla Bowsher <acreagekarla@proton.me>; Public Records <publicrecords@indiantrail.com>; Betty Argue <bargue@indiantrail.com>

5 attachments (679 KB)
2026.03.30 K BOWSHER PRR 20260330ITIDPRR031.pdf; Event Summary.pdf; Time card - Halloween.pdf; Event Summary Cowboy Clause.pdf; Time card - Grinchmas.pdf;

Good afternoon Ms. Bowsher,

I hope this message finds you well. Attached, please find a copy of the Sleepy Hallow data that Supervisor Argue mentioned receiving during the last board meeting, provided in response to your public records request.

Please let me know if you have any questions or need anything further. I'm happy to assist.

I hope you have a wonderful 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

Florida Public Records Act Disclaimer

The Indian Trail Improvement District is governed by the Public Records Act as set forth in Chapter 119, Florida Statutes. Emails and email addresses are subject to the Public Records Act and are public records

subject to disclosure. All emails, including attachments and any corresponding email addresses, sent or received are retained by the Indian Trail Improvement District as public records.

From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Monday, March 30, 2026 8:38 AM
To: Karla Bowsher <acreagekarla@proton.me>; Public Records <publicrecords@indiantrail.com>; Betty Argue <bargue@indiantrail.com>
Subject: Re: Public records request re Supervisor Argue #2

Good Morning Ms. Bowsher

I hope this message finds you well.

Thank you for your request for**a copy of the Sleepy Hallow data that Supervisor Argue mentioned (during the last board meeting) receiving recently..** Please note the Record Request Assigned number for this request is **20260330ITIDPRR031**

Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.

At this time, payments may be made by **check or cash only**. Credit card payments are not currently available. Please be aware that fees are subject to change in accordance with district policies.

If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

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From: Karla Bowsher <acreagekarla@proton.me>
Sent: Monday, March 30, 2026 8:00 AM
To: Heidi Garcia <hgarcia@indiantrail.com>; Public Records <publicrecords@indiantrail.com>; Betty Argue <bargue@indiantrail.com>
Subject: Public records request re Supervisor Argue #2

Hello Heidi and Supervisor Argue,

Pursuant to Florida's Public Records Act (Chapter 119), I am writing to request a copy of the Sleepy Hallow data that Supervisor Argue mentioned (during the last board meeting) receiving recently. I'm sending this to both of you because I am unclear as to whether these records are in digital, paper or other form and unclear as to who all would have a copy. (Supervisor Argue just described them as something she had received.)

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I agree to pay the actual cost of duplication as defined in Chapter 119. However, if you anticipate that in order to satisfy this request, “extensive use” of information technology resources or extensive clerical or supervisory assistance as defined in Chapter 119 will be required, please provide a written estimate and justification.

If you have any questions or need more information in order to expedite this request, please call me.

Sincerely,
Karla Bowsher

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
James Gavigan

Phone
(561) 650-8540

Organization
Shutts & Bowen LLP

Full Address
525 Okeechobee Blvd.
Suite 1100
West Palm Beach FL 33401

Email
jgavigan@shutts.com

Phone
(561) 650-8540

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
1. All documents relating to South Florida Water Management District Environmental Resource Permit # 50-0111-S-02, including any subsequent modifications ("Permit"); 2. All documents identifying the active permit requirements for the Permit; 3. All documents concerning any open violations, pending inspections or outstanding compliance issues pertaining to the permit; and 4. All documents concerning any maintenance or cross-section obligations that remain active under the Permit.

Initial Date (Timeframe) of Requested Records
01/01/1993

Ending Date (Timeframe) of Requested Records
03/11/2026

20260312HGPR025

Outlook

Re: *NEW SUBMISSION* Public Record Request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Tue 3/31/2026 4:48 PM
To James C. Gavigan, Jr. <JGavigan@shutts.com>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

8 attachments (32 MB)

50-01111-S-02_Permit_7301.pdf; 05103-B Permit_94729.pdf; 05103-B StaffRpt_94730.pdf; 041109-7 AddStaffRpt_3675.pdf; 041109-7 StaffRpt_3413.pdf; 940225-4 AddStaffRpt_95136.pdf; 940225-4 StaffRpt_74642.pdf; 50-01111-S-02_Permit_7301.pdf;

Good Afternoon Mr. Gavigan,

I hope this email finds you well. Thank you for the clarification regarding the permit number.

Please note that we do not maintain or track SFWMD permitting, as the South Florida Water Management District is the official record keeper for certain information included in your request. Please see the attached documents; any additional records maintained directly by SFWMD should be requested from their office.

If you have any questions specific to records maintained by the Indian Trail Improvement District, please let me know and I will be happy to assist.

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

13476 61st Street North|West Palm Beach, FL 33412
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From: James C. Gavigan, Jr. <JGavigan@shutts.com>
Sent: Friday, March 27, 2026 3:49 PM
To: Heidi Garcia <hgarcia@indiantrail.com>
Cc: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: RE: *NEW SUBMISSION* Public Record Request

The Permit Number 50-0111-S-02, as referenced in the attached documents.

Please let me know if you need further clarification. Feel free to give me a call to discuss. My cell number is 561-632-6041.

Thanks,

Jamie

James C. Gavigan, Jr.
Partner | Shutts & Bowen LLP
Tel: (561) 650-8540
525 Okeechobee Blvd., Ste. 1100, West Palm Beach, FL 33401
Bio | E-Mail | vCard | www.shutts.com



From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Wednesday, March 18, 2026 8:16 AM
To: James C. Gavigan, Jr. <JGavigan@shutts.com>
Cc: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: Re: *NEW SUBMISSION* Public Record Request

EXTERNAL: This email originated from outside of the SHUTTS email system. Do not respond, click on any links or open any attachments unless you trust the sender and know the content is safe.

Good Morning Mr. Gavigan,

Hope this email finds you well. We are currently processing your record request and need a little more information on your request. Can you . Please verify the SFWMD permit number you are requesting.

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

13476 61st Street North|West Palm Beach, FL 33412
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From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Wednesday, March 11, 2026 3:52 PM
To: jgavigan@shutts.com <jgavigan@shutts.com>
Cc: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: Re: *NEW SUBMISSION* Public Record Request

Good Afternoon,

I hope this message finds you well.

Thank you for your request for **1. All documents relating to South Florida Water Management District Environmental Resource Permit # 50-0111-S-02, including any subsequent modifications ("Permit"); 2.All documents identifying the active permit requirements for the Permit; 3. All documents concerning any open violations, pending inspections or outstanding compliance issues pertaining to the permit; and 4. All documents concerning any maintenance or cross-section obligations that remain active under the Permit.)** Please note the Record Request Assigned number for this request is **20260311HGPR025**

Please note that all public records requests include **15 minutes of processing time at no charge**. After the initial 15 minutes, the standard rate of **$20 per hour** will apply. You will receive an email with an estimated completion time and any applicable fees before processing continues.

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If you have any questions or need additional assistance at any point, feel free to reach out. I look forward to assisting you, and I hope you have a blessed day

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

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From: MaintReq@indiantrail.com <MaintReq@indiantrail.com>
Sent: Wednesday, March 11, 2026 3:09 PM
To: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: *NEW SUBMISSION* Public Record Request

Public Record Request

Submission #:	4681994
IP Address:	50.248.24.37
Submission Date:	03/11/2026
Survey Time:	15 minutes, 21 seconds

You have a new online form submission. To download a copy in PDF format, please click here.

Note: a download will promptly begin but may take up to a few minutes to complete pending the overall submission size.

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. 14.9

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	April 15, 2026
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-25
FISCAL IMPACT:	None.
RECOMMENDATION:	Motion to Receive and file.

ATTACHMENTS:
2025-2026 BOS MTG DATES.pdf

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Board of Supervisors

Elizabeth Accomando,
President

Patricia Farrell,
Vice President

Richard J. Vassalotti II,
Treasurer

Betty Argue,
Secretary

Michael Johnson,
Assistant Secretary

District Staff

Burgess Hanson,
Executive Director

Mary Viator,
District Attorney

Jay Foy,
District Engineer

To: Board of Supervisors
From: Scarlet Cantley, Administration and Grants Coordinator
Date: August 20, 2025
Subject: **Important Dates FY 2025-2026**

Non-Board Meeting Dates for FY 2025-2026:

FASD Fall Quarterly Conference (Sandestin): Oct.9-10, 2025 (CDM 6-10)
Sleepy Hallow Event @ACP South: October 25, 2025
PBC Schools Thanksgiving Break: Nov. 24-28, 2025
Christmas Parade and Round-up – December 6, 13-14, 2025
PBC Schools Christmas/Winter Break: Dec. 22, 2025 – Jan. 2, 2026
PBC Days: 13-16, 2026 (Session Begins January 13, 2026) Tallahassee
MLK Holiday is Monday, January 19, 2026
FASD Legislative Forum: January 20-22, 2026 Tallahassee
PBC Schools Spring Break: March 16-20, 2026
Good Friday/Easter: April 3/5, 2026
Last Day of School: May 29, 2026
FASD Annual Conference (Orlando): June 7-12, 2026
First Day of School: August 10, 2026

Proposed Board Meeting Dates for FY 2025-2026 (Wednesdays at 6:00 PM):

Wednesday, October 15, 2025
Wednesday, November 12, 2025
Wednesday, December 10, 2025
Wednesday, January 28, 2026
Wednesday, February 25, 2026
Wednesday, March 25, 2026
Wednesday, April 15, 2026
Wednesday, May 20, 2026
Wednesday, June 3, 2026
Wednesday, July 15, 2026
Wednesday, August 19, 2026
Wednesday, September 16, 2026