



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

April 11, 2024  
6:30 PM  
15516 SW Osceola St Suite B, Indiantown, Florida 34956  
Indiantown, FL 34956

**VILLAGE COUNCIL**  
SUSAN GIBBS THOMAS, MAYOR  
ANGELINA PEREZ, VICE MAYOR  
CARMINE DIPAOLO  
JANET HERNÁNDEZ

**ADMINISTRATION**  
TARYN KRYZDA, VILLAGE MANAGER  
LARHONDA MCBRIDE, VILLAGE CLERK  
WADE C. VOSE, ESQ., VILLAGE ATTORNEY

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

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

**Quasi-Judicial Hearings:** Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Village Council.

**Appeal of Decision:** If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

**Consent Agenda:** Those matters included under the Consent Agenda are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Village Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Agenda to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

## **ROLL CALL**

## **CALL TO ORDER**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS**

## **PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS**

1. Martin County Fire Rescue Quarterly Update  
Chief Shell
2. Presentation by Treasure Coast Regional Planning Council on Strategic Planning

## **PUBLIC COMMENT (3 MINUTES EACH)**

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

## **COMMENTS BY VILLAGE COUNCIL MEMBERS**

## **COMMITTEE REPORTS**

## **COMMENTS BY VILLAGE MANAGER**

## **APPROVAL OF AGENDA**

## **CONSENT AGENDA**

3. Approve Repair Work to the Exterior Staircase at Big Mound Park
4. Approve Repair Work to the Deck at Big Mound Park Front Restroom
5. Minutes Special Meeting March 28, 2024
6. Minutes Regular Village Council Meeting March 28, 2024

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

## **REGULAR AGENDA**

7. Approval of Agreement for Plan Review Services and Miscellaneous Engineering Assistance with Kimley-Horn and Associates in an Amount Not to Exceed \$80,000.00 Annually.
8. **RESOLUTION NO. XXX-2024** A RESOLUTION OF THE VILLAGE COUNCIL, OF THE VILLAGE OF INDIANTOWN, FL, ACCEPTING A STATE APPROPRIATION OF \$550,000.00 AND APPROVING THE STATE FUNDED GRANT AGREEMENT (SFGA) FOR DRAINAGE AND ROADWAY REPAIR DESIGN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

## **FIRST READING ORDINANCES**

## **SECOND READING ORDINANCES**

9. ORDINANCE NO. 07-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING ARTICLE VIII, "WATER CONSERVATION – LANDSCAPE IRRIGATION", OF CHAPTER 40, "UTILITIES", OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (CHAPTER 40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ARTICLE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES FOR VIOLATION; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

## **DISCUSSION ITEMS**

## **ANNOUNCEMENTS**

## **NEXT REGULAR MEETING (ANNOUNCE TIME, DATE AND LOCATION)**

## **ADJOURNMENT**

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Martin County Fire Rescue Quarterly Update  
Chief Shell

SUMMARY OF ITEM: Martin County Fire Rescue Quarterly Update

FISCAL IMPACT STATEMENT: n/a

RECOMMENDATION: Martin County Fire Rescue Quarterly Update

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 3/20/2024

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Presentation by Treasure Coast Regional Planning Council on Strategic Planning

SUMMARY OF ITEM: The Village of Indiantown (Village) Council inquired about having a strategic planning session. It was also mentioned that Treasure Coast Regional Planning Council (TCRPC) could be utilized, as they have been utilized in the past. Staff reached out to TCRPC, and Dr. Kim Delaney with TCRPC, would like an opportunity to present before the Council to solicit expectations from the Council. This information will be the basis of TCRPC proposal for facilitating a strategic planning session. Dr. Kim Delaney is making herself available at this Council meeting to garner feedback from the Council and determine how TCRPC could be of assistance.

FISCAL IMPACT STATEMENT: The proposal will be dependent upon the level of work needed from TCRPC.

RECOMMENDATION: The Council provide feedback to staff and Dr. Delaney.

PREPARED BY: Taryn G. Kryzda, Village Manager

DATE: 3/22/2024

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approve Repair Work to the Exterior Staircase at Big Mound Park

SUMMARY OF ITEM: Approval of this proposal will allow the Parks Department to move forward with repairs to the exterior staircase at the Big Mound Park two story building. These repairs are needed for safety and to improve access to the upstairs community room at the facility.

FISCAL IMPACT STATEMENT: Total cost for the repairs is \$17,950.00 and will be paid from the Parks Department budget.

RECOMMENDATION: Staff recommends approval of this proposal.

PREPARED BY: Deborah Resos, CPRP, Director of Parks and Recreation      DATE: 4/3/2024

**ATTACHMENTS:**

Description

Hennis Proposal Exterior Staircase Repair at Big Mound Park

HENNIS CONSTRUCTION CO, INC.  
18500 GLADES ROAD  
PORT ST LUCIE, FL 34987  
772-464-2404 Fax: 772-464-2404  
[hennisconstruction@yahoo.com](mailto:hennisconstruction@yahoo.com)

## PROPOSAL

3/1/2024

Submitted To: Indiantown ATT: Brian Green

Project Name: **Big Mound Park**

Scope: stairwell repairs at pressbox

1. Remove concrete from all stair pans
2. remove all stair step pans
3. existing landing concrete to remain - deck and concrete are in good condition
4. clean remaining stair stringers and prime coat
5. fabricate and install all new stair pans - 1/8" thick steel pans
5. pour and finish #3000 concrete at stair pans

**NOTE:** prime paint only - paint by owner

**\*\* SEVENTEEN THOUSAND NINE HUNDRED FIFTY -00/100 DOLLARS (\$17,950)\*\***  
landfill disposals included

Any alterations or deviations from plans and specifications or not included in contract scope of work involving extra cost will be executed upon written authorization by change order.

Proposal is good for 30 days.  
Respectfully submitted,

Owner signed accepted:

Gerard C. Hennis  
Hennis Construction Company, Inc.

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approve Repair Work to the Deck at Big Mound Park Front Restroom

SUMMARY OF ITEM: Approval of this proposal will allow the Parks Department to move forward with replacement of the decking at the front concession/restroom building at Big Mound Park. This replacement is necessary for the safe use of the facility.

FISCAL IMPACT STATEMENT: Total cost of this proposal is \$22,636 and will be paid from the Parks Department budget.

RECOMMENDATION: Staff recommends approval of this proposal.

PREPARED BY: Deborah Resos, CPRP, Director of Parks and Recreation      DATE: 4/3/2024

**ATTACHMENTS:**

**Description**

SoFlo Contracting Proposal for Replacement of Deck at BMP



## Brian Green

**From:** Juan Domingo <soflocontractingbiz@gmail.com>  
**Sent:** Wednesday, February 28, 2024 7:20 PM  
**To:** Brian Green  
**Subject:** Deck Restoration Project (Big Mound Park)

You don't often get email from soflocontractingbiz@gmail.com. [Learn why this is important](#)

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. Brian,

This is the quote you requested for the deck restoration project at the property in the Indiantown area.

I sincerely apologize for the delay in this estimate. I want to assure you that we are never normally this bad at responding or delayed in getting back to any of our clients. We have been busy which is a blessing but we have also had a series of unfortunate events starting this new year. If you have any questions at all, please feel free to reach out to me by either email or phone call/text. I appreciate your patience and I look forward to hearing from you.

Customer  
Information:

Brian Green  
" Big Mound Park "  
15205 SW Indian Mound Dr.  
Indiantown, FL. 34956  
Phone: (772) 486 - 3394  
Email: [bgreen@indiantownfl.gov](mailto:bgreen@indiantownfl.gov)

### Park Deck Renovation (~880sqft area):

- Demo of existing deck boards
- Use of all new deck board (floorboards)
- Construction of brand new accessibility ramp (built to code)
- Demo of existing posts
- Installation of new 4"x4" pressure treated posts
- Demo of existing railing
- Installation of new railing (~ 160 Lf)
- Construction and installation of new railing cap (~ 160 Lf)
- Installation of new five row ladder style picket (4" spacing)
- Demo of existing 3 step staircase
- Installation of new mini 3 step staircase
- Installation of brand new deck skirt all along deck area (~ 100 Lf)
- \* upon demo of deck floor, if necessary, the removal and repair of brand floor joists will be decided once deck floors are exposed (prior to installation of new deck) \*
- Use of light/medium/heavy duty equipment required on property
- All cabinet materials/appliances will be provided by client for installation (if any materials are purchased by "SoFLo", receipts will be provided for reimbursement)
- Removal of all waste/debris off property when complete
- Estimated timeframe of 1-3 working week(s) job completion, \*\*\* weather permitting \*\*\*

**Total estimated cost of renovation project(s) \$ 22,636**

**\*\* Pricing includes materials and labor for entire project(s) \*\***

We would appreciate it if you let us know in advance if any changes are made to the predetermined starting date agreed on. We completely understand that unexpected situations may occur so we ask people to reach out to us by either phone call, text message or email so we can properly plan for those inconveniences. We will also do the same. Thank you for your time and consideration.

**Allowances:** Price includes everything stated above. Customers know and understand that this quote is solely an estimated total without any unexpected complications or changes to the original work order requested and agreed upon. Customers must understand if given "allowances", those are prices set by a cost standard allotted to outlined line items. If materials pricing exceeds the allowance then the customer is responsible to pay the difference. Receipts will be provided by request at any time.

**Draw schedule 1(below \$75,000):** 50% deposit to confirm project scheduling, that will go towards the total bill. The remaining of the balance will be split in two payments (25% upon demo/tear off and 25% at end of project for a total of 50% + deposit = 100%) or 50% paid in full as work comes to completion based on length of project.

**Draw schedule 2(\$75,00-150,000):** ~33% deposit to confirm project scheduling, that will go towards the total bill. The remaining balance will be split in two payments (~33% upon start/demo/tear off + ~33% at midpoint of project for a total of ~66% + ~33% deposit = 100% total) or remaining balance paid in full as work comes to completion based on length of project.

**Draw schedule 3(above \$150,000):** 25% deposit to confirm project scheduling, that will go towards the total bill. The remaining balance will be split in 3 remaining payments (25% upon start/demo/tear off + 25% at midpoint of project + 25% at completion of entire project = 100% total) or remaining balance paid in full as work comes to completion based on length of project.

**Milestones/payments:** draw schedules are based on the length of the entire project.

**\*\*Change Order\*\*:** At that point, if any modifications are made, total price is subject to an adjustment [increase/decrease]. Changes will be clearly addressed at the point of which they arise before being approved, performed and billed.

--

Regards,  
SoFLo

**SoFLo Contracting Services, LLC.**

Veteran/Family Owned & Operated

**Pedro J. Dominguez**

[\(772\) 233-9743](tel:(772)233-9743)

**Juan J. Domingo**

[\(772\) 486-9593](tel:(772)486-9593)

Facebook: [facebook.com/SoFLoContracting/](https://facebook.com/SoFLoContracting/)

Instagram: @soflocontracting

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Minutes Special Meeting March 28, 2024

SUMMARY OF ITEM: Minutes Special Meeting March 28, 2024

FISCAL IMPACT  
STATEMENT:

RECOMMENDATION: Minutes Special Meeting March 28, 2024

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 4/5/2024

ATTACHMENTS:

Description

Minutes Special Meeting March 28



**VILLAGE OF INDIANTOWN  
SPECIAL VILLAGE COUNCIL MEETING  
March 28, 2024  
6:00 PM**

**15516 SW Osceola Street, Suite C  
Indiantown, FL 34956**

**CALL TO ORDER:** 6:06 p.m.

**PRESENT:** Mayor Susan Gibbs Thomas, Vice Mayor Angelina Perez, and Council Member Carmine Dipaolo. Council Member Janet Hernández was not in attendance.

*Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, and Village Clerk LaRhonda McBride.

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:**

1. Mayor's State of the Village Address

Mayor Gibbs Thomas presented the State of the Village Address and provided an overview of new residential and commercial developments, economic growth, the Parks and Recreation Master Plan and upcoming improvements, and grants received from the state and federal government for utility improvements. She spoke regarding the Village's identity and ongoing progress and encouraged all residents to share their thoughts and concerns with the Council.

**REGULAR AGENDA:** None

**NEXT REGULAR MEETING:** March 28, 2024, 6:30 p.m.

**ADJOURNMENT:** 6:13 p.m.

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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LaRhonda McBride  
Village Clerk

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Susan Gibbs Thomas,  
Mayor

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Date

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Minutes Regular Village Council Meeting March 28, 2024

SUMMARY OF ITEM: Minutes Regular Village Council Meeting March 28, 2024

FISCAL IMPACT  
STATEMENT:

RECOMMENDATION: Minutes Regular Village Council Meeting March 28, 2024

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 4/5/2024

ATTACHMENTS:

Description

Minutes Regular Village Council Meeting March 28, 2024



**VILLAGE OF INDIANTOWN  
REGULAR VILLAGE COUNCIL MEETING MINUTES  
March 28, 2024  
6:30 PM**

**15516 SW Osceola Street, Suite C  
Indiantown, FL 34956**

**CALL TO ORDER:** 6:30 p.m.

**ROLL CALL:** LaRhonda McBride, Village Clerk

**PRESENT:** Mayor Susan Gibbs Thomas, Vice Mayor Angelina Perez, Council Member Janet Hernández, and Council Member Carmine Dipaolo.

*Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, Village Clerk LaRhonda McBride, and Administrative Assistant Renae Cherry.

**INVOCATION:** Brother Rick Williams

**PLEDGE OF ALLEGIANCE:** Mayor Gibbs Thomas led the Pledge of Allegiance.

**ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS:**

Village Clerk McBride requested that the Agenda be modified to hear Items #8, #9, and #10 in sequential order of the Ordinance numbers.

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:**

1. Proclamation for the Boys & Girls Club Youth of the Year Award

Mayor Gibbs Thomas read the proclamation in honor of Jomar Zelaya, the Boys & Girls Club Youth of the Year awardee.

Jomar Zelaya spoke regarding his time with the Boys & Girls Club.

2. Proclamation for Autism Acceptance Month

Mayor Gibbs Thomas read the proclamation in honor of Autism Acceptance Month.

Jean Wright from Warfield Elementary School accepted the proclamation and spoke regarding the importance of autism awareness for improving the community.

3. Proclamation for Water Conservation Month

Mayor Gibbs Thomas read the proclamation in honor of Water Conservation Month.

Public Works & Utilities Director Patrick Nolan accepted the proclamation.

Mayor Gibbs Thomas thanked Mr. Nolan and his department's staff.

4. Village Manager's Quarterly Departmental Update

Village Manager Kryzda introduced the item, which had been requested by Council Member Hernández.

Public Works & Utilities Director Nolan gave an overview of current public works projects. He highlighted drainage and repair projects, including roadwork in Uptown and on Seminole Drive, the Magnolia Lift Station generator installation, and the SW Lincoln Street roadway and drainage project funded by the Department of Transportation; water system projects, including working with Beaver Ecoworks to improve water quality, the water main project at Railroad Avenue, a water main looping project to connect two 12-inch mains, and a water main project at 151<sup>st</sup> Street & Osceola; and special projects, including the Sedron wastewater biosolids project and an automatic meter-reading infrastructure program to begin April 15, 2024.

Council Member Hernández requested that the Public Works Department hold a community meeting with the residents of Uptown to inform them prior to the construction phase.

Public Works & Utilities Director Nolan agreed to do so.

Council Member Hernández asked whether the Seminole Drive and Magnolia projects would soon go out to bid.

Public Works & Utilities Director Nolan confirmed that they would but that the department would likely need to prioritize water main work. He agreed to notify the community in advance and stated that they would try not to disrupt the neighborhoods.

Mayor Gibbs Thomas thanked the Public Works & Utilities team.

**PUBLIC COMMENT:** None

**COMMENTS BY VILLAGE COUNCIL MEMBERS:**

Council Member Dipaolo thanked all for attending.

Council Member Hernández wished all a good evening. Regarding the recent groundbreaking at Terra Lago, she noted that current residents were concerned about the number of future residents Terra Lago would bring. She suggested that the Village should engage in strategic planning and stated that the Council had not had a strategic planning meeting in several years. She stated that there is a lack of communication between the Village and its citizens and that the Council and Staff have an obligation to keep the public informed. She asked that Staff come up with new options for communication and requested more bilingual materials, such as bilingual newsletters.

Vice Mayor Perez wished all a good evening. She announced that the final Park-It Market at Village Hall would be held on March 29, 2024, before moving to a new location to be announced, and that going forward, the Food Drive would be held on the second Thursday of the month instead of the third. She thanked the Village Staff for helping with these events. She stated that Teacher Appreciation Week would be the first week of May.

Mayor Gibbs Thomas wished everyone a happy Easter weekend and thanked the Village Staff for their efforts.

**COMMITTEE REPORTS:**

Council Member Hernández reported that at the Treasure Coast League of Cities' monthly luncheon, updates were provided on Sewall's Point, municipal water and sewer projects, and upcoming state bills that would affect the cities in the League. She stated that all members of the Council and Staff were invited to the May luncheon at the Indian River Yacht Club and advised that an ethics course through the Treasure Coast League of Cities would be available in Ft. Pierce in April.

**COMMENTS BY VILLAGE MANAGER:**

Village Manager Kryzda had no comments.

**APPROVAL OF AGENDA:**

**Motion was made to approve the Agenda by Council Member Hernández. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**



## CONSENT AGENDA:

**Motion was made to approve the Consent Agenda by Council Member Hernández. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**

5. Approval of the Minutes of the Council Meeting of March 14, 2024

## REGULAR AGENDA:

6. Approval of Purchase Agreement with Beaver Ecoworks, LLC, for Trailer-Based Water Treatment Model CF12E

Village Attorney Vose provided an overview of the item.

Council Member Hernández asked whether the trailer's capacity could handle future growth.

Sanjeev Jakhete from Beaver Ecoworks advised that additional trailers could compensate for future needs.

Council Member Hernández asked how much water the Village currently uses.

Mr. Jakhete stated that the trailers are processing at approximately 60% to 70% of the capacity, and that more trailers could be added if the Village were to double or triple its usage.

**Motion was made to approve the purchase agreement with Beaver Ecoworks, LLC, by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.**

7. **RESOLUTION NO. 002-2024:** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ACCEPTING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO 446657-1-84-01) TO PROVIDE FUNDING ASSISTANCE TO THE VILLAGE OF INDIANTOWN FOR PUBLIC TRANSPORTATION OPERATING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; FURTHER AUTHORIZING THE VILLAGE ATTORNEY TO EXECUTE THE AGREEMENT BY APPROVING IT AS TO FORM AND CORRECTNESS; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Kryzda provided an overview of the item.

Council Member Hernández thanked the Staff and spoke regarding the importance of this service to the community.

**Motion was made to approve Resolution No 002-2024 by Council Member Hernández. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**

**FIRST READING ORDINANCES:** None

**SECOND READING ORDINANCES:**

8. **ORDINANCE NO. 06-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168<sup>TH</sup> AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO UTILITY (U) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

*(Clerk's note: This item was heard as Item #10 under Additions, Deletions, Pulled Items and Other Modifications.)*

Community Development Director Freeman provided an overview of the item.

Those offering testimony were sworn in by Village Clerk McBride.

Jose Delcarpio asked why the zoning district would be changed and whether it would affect his property.

Community Development Director Freeman explained that mixed land-use designations and zoning makes site plan development more complicated and advised that Mr. Delcarpio's property would be unchanged.

**Motion was made to approve Ordinance No. 06-2024 on second reading by Council Member Dipaolo. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**

9. **ORDINANCE NO. 02-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED AT SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, AND 35-39-39-9000-000-00040-4, WHICH PROPERTY IS CONTIGUOUS TO THE VILLAGE OF

INDIANTOWN IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE VILLAGE OF INDIANTOWN TO INCLUDE SAID PROPERTY; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; PROVIDING FOR IMPLEMENTATION AND NOTICE TO APPROPRIATE AGENCIES; AND PROVIDING FOR FINDINGS, CONFLICTS, NON-CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

*(Clerk's note: This item was heard as Item #8 under Additions, Deletions, Pulled Items and Other Modifications.)*

Village Attorney Vose stated for the record the quasi-judicial nature of the proceedings.

Those offering testimony were sworn in by Village Clerk McBride.

Village Clerk McBride confirmed that the application had been properly advertised.

No conflicts of interest were declared by the Council Members.

The Council Members confirmed that they had disclosed relevant ex-parte communications at the previous meeting.

Community Development Director Deanna Freeman provided an overview of the item.

The applicant's representative Dan Romence offered to take any questions.

**Motion was made to approve Ordinance No. 02-2024 on second reading by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.**

10. **ORDINANCE NO. 05-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168<sup>TH</sup> AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL TO UTILITY LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

*(Clerk's note: This item was heard as Item #9 under Additions, Deletions, Pulled Items and Other Modifications.)*

Village Clerk McBride confirmed that the application had been properly advertised.

No conflicts of interest were declared by the Council Members.

Regarding ex-parte communications, Village Attorney Vose stated that all members of the Council had communicated with Village Staff.

Community Development Director Freeman provided an overview of the item.

Pascual Francisco asked about the project timeline.

Community Development Director Freeman provided an overview of the next steps for the project.

Council Member Hernández asked when construction would begin.

Community Development Director Freeman stated that approval could be achieved within the next few months and building permitting would follow.

**Motion was made to approve Ordinance No. 05-2024 on second reading by Council Member Dipaolo. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**

## **DISCUSSION ITEMS:**

### **11. Discussion on Code Enforcement**

Village Manager Kryzda provided an overview of the item, requesting permission to add a new code enforcement officer and purchase a truck for that employee. She stated that she had discussed a new citation program with Village Attorney Vose that would allow the Village to cite renters as well as property owners.

Mayor Gibbs Thomas asked whether landowners receive notice when tenants are issued a citation.

Village Attorney Vose described the code enforcement citation process and noted that the violator who must go before the magistrate is the property owner. He stated that citations can be issued to tenants in some municipalities, such as the City of Stuart, but it would require an ordinance.

Vice Mayor Perez asked whether the new code enforcement officer would be bilingual.

Village Manager Kryzda stated that they would seek a bilingual candidate.

Vice Mayor Perez requested that code enforcement communications be made available in English, Spanish, and Creole.

Council Member Hernández asked whether letters regarding violations are available in Spanish.

Village Manager Kryzda replied that she did not know.

Village Attorney Vose stated that the Council could mandate this.

Council Member Hernández suggested communicating violations to both the occupants and the property owners in order to avoid confusion.

Mayor Gibbs Thomas voiced support for the purchase of a vehicle for the new code enforcement officer.

**Motion was made to approve to hire new Code Enforcement Officer and purchase a truck by Council Member Dipaolo. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**

#### **ANNOUNCEMENTS:**

Vice Mayor Perez announced that the Park-It Market on March 29, 2024, would require more volunteers. She stated that Project Graduation on May 16, 2024, would need sponsors to provide money and/or time. She requested that the Village organize a parade for graduating seniors.

**NEXT REGULAR MEETING:** April 11, 2024

**ADJOURNMENT: 8:05 pm.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

\_\_\_\_\_  
LaRhonda McBride  
Village Clerk

\_\_\_\_\_  
Susan Gibbs Thomas,  
Mayor

\_\_\_\_\_  
Date

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval of Agreement for Plan Review Services and Miscellaneous Engineering Assistance with Kimley-Horn and Associates in an Amount Not to Exceed \$80,000.00 Annually.

SUMMARY OF ITEM: The Village has a need for a consultant to perform periodic plan reviews of projects designed by other consultants to ensure that the proposed design meets Village Standards and to provide on-site inspections of the proposed work. Kimley-Horn and Associates will provide the following tasks which consist of:

### Plan Reviews and Engineering Assistance

- Civil Engineering plan reviews as received by the Village to address that the design meets Village standards and local regulatory requirements. Note: that plans prepared by Kimley-Horn will only be reviewed when the staff reviewing the plans has not been affiliated with the project.
- Perform pre-construction site reviews, if approved by the Village, to ensure that the proposed design is not impacting adjacent properties and local traffic.
- Perform on-site construction inspections, if approved by the Village, to review the construction meets the intent of the approved design plans.
- Attend Village Plan Review meetings, DRC or pre-construction meetings when attendance is requested by the Village.

FISCAL IMPACT STATEMENT: Not to exceed \$80,000.00 Annually. To be taken from Public Works Utilities Operating Budgets as needed. All Planning review will be paid via Cost Recovery.

RECOMMENDATION: Staff recommends acceptance of this proposal.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director

DATE: 4/3/2024

ATTACHMENTS:

## Description

Kimley-Horn/ Work Authorization

## **WORK AUTHORIZATION**

Pursuant to that certain Master Agreement for Professional Services dated the 25th day of October, 2018, as amended from time to time (hereinafter the "Master Agreement") by and between the **VILLAGE OF INDIANTOWN**, a Florida municipal corporation (hereinafter the "VILLAGE") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation authorized to do business in the State of Florida (hereinafter "CONSULTANT"), the parties agree as follows:

1. Scope of Services: CONSULTANT shall be responsible for providing and shall provide the services described in the Scope of Services, which is set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions set forth in Exhibit "A" to this WORK AUTHORIZATION shall be resolved in favor of the body of the Master Agreement.
2. Payment: In consideration of the performance of the Scope of Services, the VILLAGE agrees to pay CONSULTANT for all work actually performed, at the rate or basis described in the Master Agreement, but in no event shall the payment exceed the lump sum amounts for each task of the work, as set forth in Exhibit "A" to this WORK AUTHORIZATION. The VILLAGE reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONSULTANT's obligations. The CONSULTANT shall, without additional compensation, correct and revise any errors, omissions or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONSULTANT.
3. Time for Completion: CONSULTANT shall commence the Scope of Services upon receipt of the fully executed Work Authorization. CONSULTANT shall complete all plan reviews within seven (7) working days.
4. Project Manager: The VILLAGE's Project Manager for this WORK AUTHORIZATION is Patrick Nolan, Director, Utilities and Public Works. CONSULTANT's Project Manager for this WORK AUTHORIZATION is Thomas C. Jensen, P.E.
5. Master Agreement: This WORK AUTHORIZATION shall be subject to the terms, conditions, and provisions of the Master Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement on and effective the date last written below.

**VILLAGE OF INDIANTOWN**, a Florida  
municipal corporation

\_\_\_\_\_  
SUSAN GIBBS THOMAS, MAYOR

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



ATTEST:

LARHONDA MCBRIDE, VILLAGE CLERK

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

**KIMLEY-HORN & ASSOCIATES, INC.**

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

Print Name: Michael F. Schwartz, P.E.

Title: Senior Vice President

Date: 04/03/2024

## **WORK AUTHORIZATION**

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**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement on and effective the date last written below.

**VILLAGE OF INDIANTOWN**, a Florida  
municipal corporation

\_\_\_\_\_  
SUSAN GIBBS THOMAS, MAYOR

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

ATTEST:

LARHONDA MCBRIDE, VILLAGE CLERK

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

**KIMLEY-HORN & ASSOCIATES, INC.**

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

Print Name: Michael F. Schwartz, P.E.

Title: Senior Vice President

Date: 04/03/2024

# EXHIBIT "A"

Page 1 of 4



March 12, 2024

Ms. Taryn Kryzda  
Interim Village Manager  
Village of Indiantown  
15516 SW Osceola Street  
Indiantown, FL 34956

Re: **Agreement for Plan Reviews and Miscellaneous Engineering/Utilities Assistance**

Dear Ms. Kryzda,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Village of Indiantown ("Client" or "Village") for providing professional engineering services relative to performing Plan Reviews, Inspections and Miscellaneous Engineering Assistance as needed by Planning, Utilities and Public Works Departments. The requests will mainly come through the Utilities and Public Works Director.

## **Project Understanding**

The Village has a need for an outside Consultant to perform periodic plan reviews of projects designed by other Consultants to ensure that the proposed design meets Village standards and to provide on-site inspections of the proposed work or other on-site field inspections as required.

## **Scope of Services**

The Consultant will provide the following tasks which consist of:

### **TASK 1 – PLAN REVIEWS ASSISTANCE**

- The Consultant will perform Civil engineering plan reviews as received by the Village to address that the design meets Village standards and local regulatory requirements. Note that if there are plans prepared by Kimley-Horn, they will only be reviewed when the staff reviewing the plans has not been affiliated with that project.
- The Consultant will perform pre-construction site reviews, if approved by the Village, to ensure that the proposed design is not impacting adjacent properties and local traffic.
- The Consultant will perform on-site construction inspections, if approved by the Village, to review that construction meets the intent of the approved design plans and will also provide final on-site inspections to address project punch lists and project closeout.
- The Consultant will attend Village Plan Review meetings, DRC or preconstruction meetings when attendance is requested by the Village.

# EXHIBIT "A"

Page 2 of 4



Page 2

## TASK 1 – MISCELLANEOUS ENGINEERING/UTILITIES ASSISTANCE

- The Consultant will provide assistance to the Village and their Grant Consultant in the preparation of grant applications and required technical background information.
- The Consultant will attend meetings on behalf of the Village when required in support of engineering/utilities activities/needs.
- The Consultant will assist the Utilities & Public Works Director when requested.
- The Consultant will assist in developing Utilities and Public Works programs, identifying needs, estimating costs and defining the programs schedule in line with available funds.

### Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

### Responsibilities of the Client

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Village or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to, the following:

- Other Consultant design plans
- Other Consultant design calculations
- Other Consultant technical Specifications

### Schedule

Kimley-Horn shall commence services identified above upon receipt of the Notice to Proceed/Purchase Order from the Village. All plan reviews will be completed within seven (7) working days.

### Fee and Expenses

Professional fees for Scope of Services under Task 1 and 2 above between the Village and Consultant will be provided and paid for on an hourly basis in accordance with the rate schedule attached.

The services outlined above will not exceed eighty-thousand dollars (\$80,000) over the Village's fiscal year (Oct. 1, 2023, thru Sept. 30, 2024). Invoices will include detail backup of the services performed.

Compensation for the work as stated shall be paid in accordance with the continuing contract between the parties, REI #02-2018: Agreement for Professional Engineering Services, dated October 25, 2018. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## EXHIBIT "A"

Page 3 of 4



Page 3

### Closure

The letter agreement shall constitute a work authorization under, and shall be subject to the terms of, the continuing contract between the parties, REI #02-2018: Agreement for Professional Engineering Services, dated October 25, 2018.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to \_\_\_\_\_

Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

Thank you for your consideration and we appreciate the opportunity to provide these services to you. Please contact Thomas C. Jensen, P.E. at (561-248-5697) or [tom.jensen@kimley-horn.com](mailto:tom.jensen@kimley-horn.com) if you have any questions or require anything further at this time.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**

Michael F. Schwartz, P.E.  
Senior Vice President

Thomas C. Jensen, P.E.  
Senior Project Manager

**VILLAGE OF INDIANTOWN**

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

Print Name: Susan Gibbs Thomas, Mayor

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

Client's Federal Tax ID: 82-4567014

Client's Street Address: 15516 SW Osceola St. Suite B  
Indiantown, FL 34956

# EXHIBIT "A"

Page 4 of 4

## EXHIBIT A

### VILLAGE OF INDIANTOWN RATE SCHEDULE \* (March 2024)

<u>CATEGORY</u>	<u>\$ / HR</u>
PRINCIPAL	\$272.95
PROJECT MANAGER	\$252.35
SENIOR PROFESSIONAL	\$242.05
REGISTERED PROFESSIONAL	\$180.25
PROFESSIONAL I	\$133.90
PROFESSIONAL II	\$144.20
SR DESIGNER	\$169.95
CAD DESIGNER/SR INSPECTOR	\$159.65
ADMINISTRATIVE SUPPORT STAFF	\$ 72.10

\*Rates are valid for 1 years from the contract date and will be increased 3% annually afterwards.

\*Subconsultants – At cost, no markup.

Internal reimbursable expenses will be charged at 5% of labor billings.

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: **RESOLUTION NO. XXX-2024** A RESOLUTION OF THE VILLAGE COUNCIL, OF THE VILLAGE OF INDIANTOWN, FL, ACCEPTING A STATE APPROPRIATION OF \$550,000.00 AND APPROVING THE STATE FUNDED GRANT AGREEMENT (SFGA) FOR DRAINAGE AND ROADWAY REPAIR DESIGN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: Staff has worked closely with the Florida Department of Transportation to address, establish drainage, and roadway repair design for SW Lincoln Street roadway replacement and drainage reconstruction project. In order to receive \$550,000.00 in state aid for the project, the Village Council must first accept the state appropriation, approve the State-Funded Grant Agreement and authorize the Mayor to execute said agreement.

FISCAL IMPACT STATEMENT: The \$550,000.00 appropriation will be coupled with \$300,000.00 in budget local funds.

RECOMMENDATION: Staff recommends that the Village Council approve the resolution, accept the state appropriation, approve the State-Funded Grant Agreement and authorize the Mayor to execute said agreement.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director

DATE: 4/3/2024

**ATTACHMENTS:**

Description

RESOLUTION NO. XXX-2024

FM# 453174-1 SW Lincoln St Roadway & Drainage Reconstruction



**VILLAGE OF INDIANTOWN, FLORIDA**

**RESOLUTION NO. \_\_\_\_-2024**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT FOR THE SW LINCOLN STREET ROADWAY REPLACEMENT AND DRAINAGE RECONSTRUCTION PROJECT; AUTHORIZING THE MAYOR TO EXECUTE FDOT STATE-FUNDED GRANT AGREEMENT NO. 453174-1-54-01; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Indiantown has qualified for a grant from the Florida Department of Transportation (FDOT) for the SW Lincoln Street roadway replacement and drainage reconstruction project; and

**WHEREAS**, to receive FDOT funds for this project, the Village of Indiantown must enter into FDOT State-Funded Grant Agreement No. 453174-1-54-01 ("Grant Agreement") and comply with the requirements therein; and

**WHEREAS**, the Grant Agreement establishes that FDOT will provide financial assistance to the Village of Indiantown on a cost-reimbursement basis in an amount not to exceed \$550,000.00 for the SW Lincoln Street roadway replacement and drainage reconstruction project; and

**WHEREAS**, the Village Council finds that entering into the Grant Agreement is in the best interest of the Village of Indiantown and its citizens.

**NOW, THEREFORE BE IT RESOLVED**, by the Village Council of the Village of Indiantown, Florida, as follows:

**SECTION 1. RECITALS.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**SECTION 2. APPROVAL.** The Village Council hereby accepts and approves FDOT State-Funded Grant Agreement No. 453174-1-54-01.

**SECTION 3. AUTHORIZATION.** The Village Council hereby authorizes the

Resolution No. \_\_\_\_-2024 – Approving the FDOT Grant for the SW Lincoln Street Project and Authorizing the Mayor to Execute FDOT Grant Agreement No. 453174-1-54-01.

Mayor to execute FDOT State-Funded Grant Agreement No. 453174-1-54-01 on behalf of the Village of Indiantown.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_ day of April, 2024.

VILLAGE OF INDIANTOWN, FLORIDA

ATTEST:

\_\_\_\_\_  
SUSAN GIBBS THOMAS  
MAYOR

\_\_\_\_\_  
LARHONDA MCBRIDE  
VILLAGE CLERK

REVIEWED FOR FORM AND  
CORRECTNESS:

\_\_\_\_\_  
WADE C. VOSE  
VILLAGE ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
12/23

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FPN: <u>453174-1-54-01</u>	Fund: <u>GR24</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>89</u>	Contract No: _____	Vendor No: <u>F824567014001</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Village of Indiantown, ("Recipient").  
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☒ FY 2023/2024 General Appropriation Act (GAA) Line number 2042A , Local Transportation Project , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Construction of SW Lincoln Street roadway replacement and drainage reconstruction project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
  - a. The estimated cost of the Project is \$850,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$550,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.



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- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

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the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### **15. Miscellaneous:**

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

#### **16. Exhibits.**

- a.** **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Financial Assistance  
\*Exhibit C: Engineer's Certification of Compliance  
Exhibit D: Recipient Resolution  
Exhibit F: Contract Payment Requirements  
Exhibit H: Alternative Advance Payment Financial Provisions  
Exhibit J: State Financial Assistance (Florida Single Audit Act)  
\*Exhibit K: Advance Project Reimbursement  
\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

By: \_\_\_\_\_  
Name: John P. Krane, P.E.  
Title: Director of Transportation Development, District Four

Legal Review:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453174-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Village of Indiantown (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.432 Miles; BMP 0.075 to EMP 0.432

**PROJECT DESCRIPTION:** The Construction will replace the failed two-lane roadway which will improve the roadside safety conditions. Further, the project will restore the drainage system by modifying or eliminating the deep roadside drainage swale along the north side of the roadway. The project limits along SW Lincoln Street are from West of Esperanza Ct. to SW 160th St.

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Project plans shall be produced in accordance with the design criteria and standards for Class D projects. The Recipient is required to use Florida Greenbook, or an approved minimum design standard that is in conformity with the minimum criteria that is outlined in Florida Greenbook. The recipient is required to ensure that specifications are approved in advance. The recipient is responsible for the materials testing progress, along with ensuring that all consultants and contractors for said project are qualified.

The Recipient shall be responsible for coordinating, preparing, and holding all Project Public involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Departments review with the Final bid submittal:

- a) Copies of all permits from applicable agencies.
- b) Copies of signed acceptances from the local maintaining agency/Village roadway signalization, lighting, and or/ landscaping.
- c) Level II Contamination Assessments (as needed)
- d) Signed and sealed plans and specification Packages, respectively.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient will not be reimbursed for costs that are incurred before the execution of this agreement.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction to be completed by December 31, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Issuance of FDOT Notice to Proceed for Construction activities such as project advertisement and contract award is subject to the submittal and approval of the agency production package. To be included: the 100% final plans, specifications, final bid document(s), and estimates with all work shown within the right of way and applicable permits.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Village of Indiantown 15516 SW Osceola St Suite B Indiantown, Florida 34956		<b>FINANCIAL PROJECT NUMBER:</b> 453174-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Local Transportation Project GAA)	\$850,000.00	\$300,000.00	\$550,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2024	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$850,000.00 %	\$300,000.00 %	\$550,000.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$850,000.00	\$300,000.00	\$550,000.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jason Nwamah

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Village of Indiantown

PROJECT DESCRIPTION: SW Lincoln Street Roadway Replacement and Drainage Reconstruction.

FPID#: 453174-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL: Name: \_\_\_\_\_

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

**Select Agreement****EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title  
and CSFA  
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ FY 2023/2024 General Appropriation Act (GAA) Line number 2042A,  
CSFA 55.039

**\*Award Amount:** \$550,000.00 (FIVE HUNDRED FIFTY THOUSAND DOLLARS AND  
ZERO CENTS.)

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: April 11, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 07-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING ARTICLE VIII, "WATER CONSERVATION – LANDSCAPE IRRIGATION", OF CHAPTER 40, "UTILITIES", OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (CHAPTER 40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ARTICLE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES FOR VIOLATION; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance adopts the South Florida Water Management District's (the "District") landscape irrigation conservation measures as ordinance requirements of the Village.

Under the District's adopted rule, the District's landscape irrigation conservation requirements are already mandatory for all "Users" (which includes individuals, businesses, and governments) within the Village. However, the District lacks sufficient resources to effectively enforce the requirements throughout the large part of the Florida the District encompasses. To address this, the District encourages counties and municipalities to adopt ordinances implementing the District's requirements, to increase effective enforcement.

To further incentivize counties and municipalities to adopt such ordinances, the District recently began to require such ordinance adoption as a prerequisite to applying for grant funding from the District. Village staff is presently planning to apply to the District for grant funding relating the Village's new water and wastewater projects.

Also attached to this agenda item is a handout created by the District explaining the basics of the District's landscape irrigation conservation measures. Under the District rule, even numbered street addresses may water on Wednesdays and

Saturdays, and odd numbered addresses may water on Thursdays and Sundays.  
Generally, landscape irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.

The ordinance provides, and the District handout outlines, various details and exceptions (for example, for new landscaping, and the use of reclaimed water).

**FISCAL IMPACT  
STATEMENT:**

**RECOMMENDATION:** Ordinance becomes effective upon adoption of this Second Reading

**PREPARED BY:** Wade Vose, Village Attorney

**DATE:** 3/8/2024

**ATTACHMENTS:**

**Description**

VOI Ordinance 07-2024 - Water Conservation and Landscape Irrigation wcv rev

SFWMD Handout - Landscape Irrigation Conservation Measures

Ch. 40E-24, F.A.C. - Mandatory Year-Round Landscape Irrigation Conservation Measures

**VILLAGE OF INDIANTOWN, FLORIDA  
ORDINANCE NO. 07-2024**

**AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING ARTICLE VIII, "WATER CONSERVATION – LANDSCAPE IRRIGATION", OF CHAPTER 40, "UTILITIES", OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (CHAPTER 40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ARTICLE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES FOR VIOLATION; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the South Florida Water Management District (the "District") has the responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for regulating the consumptive use of water; and

**WHEREAS**, the District has promulgated Chapter 40E-2, Florida Administrative Code (F.A.C.), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General Consumptive Use Permits by Rule, regulating landscape irrigation at a single-family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger landscape irrigation users; and

**WHEREAS**, the District has promulgated and amended Chapter 40E-24, F.A.C., requiring year-round irrigation conservation measures; and

**WHEREAS**, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

**WHEREAS**, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape irrigation restrictions, separate and independent from water shortage declarations, in accordance with Chapter 40E-21, F.A.C.; and

**WHEREAS**, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

**WHEREAS**, Rule 40E-24.301, F.A.C., provides that local governments may adopt a landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-24.201, F.A.C., including variance and enforcement procedures; and

**WHEREAS**, the District strongly encourages local governments to adopt an ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

**WHEREAS**, it is the desire of the Village Council of the Village of Indiantown to adopt such an Ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

**WHEREAS**, the Village Council of the Village of Indiantown finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS.** The above recitals and “Whereas” clauses are hereby included as legislative findings by the Village Council of the Village of Indiantown, and are otherwise fully incorporated herein.

**SECTION 2. CREATION OF ARTICLE VIII OF CHAPTER 40, “UTILITIES”.** The Village of Indiantown hereby creates Article VIII, “Water Conservation – Landscape Irrigation”, of Chapter 40, “Utilities”, of the Village of Indiantown Code of Ordinances to read as set forth in Exhibit “A”.

**SECTION 3. SEVERABILITY.** The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

**SECTION 4. CODIFICATION.** The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Village of Indiantown, and the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all portions of this Ordinance other than the contents of Exhibit "A" shall not be codified. The codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 5. CONFLICTS.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect upon adoption.

**PASSED** on first reading on the 14<sup>th</sup> day of March, 2024.

**ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Village of Indiantown, Florida

ATTEST:

\_\_\_\_\_  
Susan Gibbs Thomas  
Mayor

\_\_\_\_\_  
LaRhonda McBride  
Village Clerk

REVIEWED FOR FORM  
AND CORRECTNESS:

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Wade C. Vose, Esq.  
Village Attorney

## EXHIBIT "A"

### ARTICLE VIII. – WATER CONSERVATION – LANDSCAPE IRRIGATION

#### **Sec. 40-221. – Intent and Purpose.**

It is the intent and purpose of this Article to implement procedures that promote water conservation through the efficient use of landscape irrigation.

#### **Sec. 40-222. – Definitions.**

For the purpose of this Article, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

*Address* means the “house number” (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes “rural route” numbers, but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property’s address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community’s address), then the community’s main address shall be the property’s address. If a property has no address, it shall be considered “even-numbered.”

*Athletic Play Area* means all golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo, tennis, and lawn bowling fields, and rodeo, equestrian, and livestock arenas.

*Consumptive Use Permit (CUP)* means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.

*District* means the South Florida Water Management District, a government entity created under Chapter 373, F.S.

*Even Numbered Address* means an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.



*Existing landscaping* means any landscaping which has been planted and in the ground for more than ninety (90) days.

*Landscaping* means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.

*Landscape Irrigation* means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.

*Enforcement Official* means any code enforcement officer, law enforcement officer, or any contractor or local government employee who may be responsible for enforcing this Article.

*Low Volume Hand Watering* means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.

*Low Volume Irrigation* means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

*Micro-irrigation* means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts, such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.

*New landscaping* means any landscaping which has been planted in the ground for ninety (90) days or less.

*Odd Numbered Address* means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N-Z.

*Reclaimed Water* means wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.

*User* means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

*Wasteful and Unnecessary* means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks, and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

*Water Resource* means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

*Water Shortage* means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.

*Water Shortage Emergency* means when the District determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses.

#### **Sec. 40-223. – Applicability.**

The provisions of this Article shall apply to each user providing landscape irrigation from all water resources within the boundaries of the Village with the following exceptions:

- (a) The use of reclaimed water, which may or may not be supplemented from another source;
- (b) Irrigation at agricultural and nursery operations; and
- (c) Irrigation of athletic play areas.

**Sec. 40-224. – Year-Round Landscape Irrigation Conservation Measures.**

The Village adopts the rules of the South Florida Water Management District, listed in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are set out as follows:

- (1) The year-round landscape irrigation conservation measures contained in this Article are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
- (2) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Article which affect each particular water use.
- (3) In addition to the specific conservation measures, all wasteful and unnecessary water use is prohibited.
- (4) The following requirements shall apply to all users, unless specified in Section 40-223 or Section 40-225.
  - (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.
  - (b) Irrigation of existing landscaping shall comply with the following provisions:
    - (i) Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or

other locations with no address shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Thursday and Sunday.

- (ii) Odd addresses shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and Saturday.
- (c) Irrigation of new landscaping shall comply with the following provisions:
  - (i) New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
  - (ii) A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
  - (iii) Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.
  - (iv) Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
  - (v) Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering or any appropriate method which isolates and waters only the new landscaping.

- (5) Any water shortage restrictions or other measures declared pursuant to Chapter

40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this Article, shall supersede this Article for the duration of the applicable water shortage declaration.

**Sec. 40-225. – Exceptions to the Landscape Irrigation Schedules.**

Landscape irrigation scheduling shall be subject to the following exceptions:

- (1) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
- (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:
  - (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
  - (b) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Section 40-224, Subsection (4)(a) and (b), unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
- (3) Any plant material may be watered using low volume irrigation, micro-irrigation, low volume hand watering method, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this Section.

**Sec. 40-226. – Additional Requirements.**

Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and operate technology that inhibits or interrupts

operation of the system during periods of sufficient moisture in accordance with Section 373.62, F.S.

**Sec. 40-227. – Variances.**

- (1) A variance from the specific day or days identified in Section 40-224, Subsection (4)(b) may be granted by the Village Manager or designee if strict application of the restrictions would lead to an unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this division.
- (2) The Village recognizes all irrigation variances or waivers issued by the District under Rule 40E-24.501, F.A.C.

**Sec. 40-228. – Declaration of Water Shortage or Water Emergency.**

Declaration of a water shortage condition and/or water shortage emergency, within all or parts of the Village by the District's Governing Board or Executive Director shall supersede the requirements of this Article to the extent of any conflict for the duration of the applicable water shortage declaration, and violation of the requirements of such declaration shall constitute a violation of this Section. A water shortage usually occurs due to drought.

**Sec. 40-229. – Enforcement.**

The Village authorizes enforcement officials having jurisdiction in the area governed by this Article, to enforce the provisions of this Article. In addition, the Village Manager may delegate this Article's enforcement responsibility to agencies and departments within the Village government.

**Sec. 40-230. – Penalties.**

- (1) Violation of any provision of this Article shall be subject to the following penalties:
  - (a) For a first violation, a written warning.

- (b) For a second violation, a fine not to exceed \$25.00.
- (c) For subsequent violations, a fine not to exceed \$50.00.
  - (i) If the user has no violations of this Article continuously during the one (1) year after the last violation, the user shall not be deemed to have prior violations for the purpose of counting violations.
- (2) Each day in violation of this Article shall constitute a separate offense.
- (3) Enforcement officials and others as delegated may provide users with no more than three (3) written warnings every one (1) year period under subsection (1)(c)(i). In providing a warning, enforcement officials may provide the user with informational and educational material by written or electronic media.
- (4) In addition to the civil penalties provided, the Village may take any other appropriate legal action, including, but not limited to, injunctive action to enforce the provisions of this Article.

## just the FACTs

This fact sheet is provided as a reference to encourage a greater understanding of the various issues related to managing water in South Florida.



[sfwmd.gov](http://sfwmd.gov)  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406  
561-686-8800 • 1-800-432-2045  
[www.sfwmd.gov](http://www.sfwmd.gov)  
MAILING ADDRESS: P.O. Box 24680  
West Palm Beach, FL 33416-4680

## Year-Round Landscape Irrigation Conservation Measures\*

*Some city and county governments have adopted more stringent local landscape irrigation ordinances that differ from the District rule based on local water demands, system limitations or resource availability. Several counties and cities have exercised this option so residents should always check for local ordinances. To determine watering days and times in your area, contact your local government or visit [www.sfwmd.gov/2days](http://www.sfwmd.gov/2days) and click on the county links.*

*In effect since March 2010, the Year-Round Landscape Irrigation Conservation Measures Rule (Chapter 40E-24, Florida Administrative Code) limits landscape watering to two days a week throughout the South Florida Water Management District, with a three-day-a-week provision for some counties. It applies in all cases when the source of water for irrigation is a utility, lake, pond, canal or well. (See limited exclusions on next page.) The mandatory year-round rule is a component of the SFWMD's Comprehensive Water Conservation Program, which encourages more responsible use of water resources.*

### District Rules

#### 2-Day-A-Week Watering

- No watering between 10 a.m. and 4 p.m.
- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Wednesdays and/or Saturdays**.
- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Thursdays and/or Sundays**.

#### 3-Day-A-Week Watering Option

- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Mondays, Wednesdays and/or Saturdays**.
- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Tuesdays, Thursdays and/or Sundays**.

(more)



### New Landscaping Irrigation

The SFWMD Year-Round Landscape Irrigation Rule allows additional watering for up to 90 days following the installation of new lawns and landscaping.

- On the day new landscaping is installed, new plantings and the soil may be irrigated once without regard to the normally allowable watering days and times. Soil irrigation is also allowed immediately prior to planting.
- New plantings that have been in place for **30 days or less** may be watered on **Mondays, Tuesdays, Wednesdays, Thursdays, Saturdays and/or Sundays.**
- New plantings that have been in place **from 31 to 90 days** may be watered on **Mondays, Wednesdays, Thursdays and/or Saturdays.**
- Irrigation is limited to the areas containing new landscaping only. An entire irrigation zone may be watered only if new landscaping is planted on at least 50 percent of that zone. If new landscaping is planted on less than 50 percent of an irrigation zone, only the new plantings may be watered.

### Exclusions to the SFWMD Year-Round Rule

- The use of low-volume irrigation methods – including micro-irrigation, container watering and hand-watering with a hose (with an automatic shut-off nozzle) – is allowed anytime.
- The use of reclaimed water and harvested rainwater for irrigation purposes is allowed anytime.
- The rule applies only to water used for landscape irrigation. There are no restrictions on other outdoor uses such as pressure cleaning or vehicle/boat washing, although voluntary, water-conserving practices are highly recommended.

### Alternative Irrigation Schedule

If unique circumstances prohibit adherence to the mandatory SFWMD landscape irrigation conservation measures, individuals and businesses/organizations may seek an alternative schedule that still meets the intent of the rule. Guidance is available [online](#) or by contacting Jim Harmon at (561) 682-6777 to learn more about the alternative irrigation schedule request and approval process.

### Questions?

For more information on the rule, including watering days and times by county:

- Visit [www.sfwmd.gov/2days](http://www.sfwmd.gov/2days)
- Call the South Florida Water Management District “Water Conservation Hotline” at 1-800-662-8876
- Email a water conservation expert at [conservation@sfwmd.gov](mailto:conservation@sfwmd.gov)

05/16

**Rules of the  
South Florida Water Management District**

**Mandatory Year-Round Landscape  
Irrigation Conservation Measures**

**CHAPTER 40E-24, F.A.C.**



**Effective: July 14, 2014**

**CHAPTER 40E-24**  
**MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION MEASURES CONSERVATION MEASURES**

- 40E-24.011 Policy and Purpose
- 40E-24.101 Definitions
- 40E-24.201 Year-Round Landscape Irrigation Conservation Measures
- 40E-24.301 Local Government Option
- 40E-24.401 Enforcement
- 40E-24.501 Variances and Waivers

**40E-24.011 Policy and Purpose.**

(1) This chapter comprises the Mandatory Year-Round Landscape Irrigation Conservation Measures within the boundaries of the South Florida Water Management District (District). These mandatory conservation measures are intended to provide a framework for consistent implementation to ensure the long-term sustainability of the water resources of the region, increase water use efficiency and prevent and curtail wasteful water use practices through regulatory means for landscape irrigation by all users. Water savings achieved by public and private water supply utilities through conservation may be used to extend the availability of all water sources to meet future demands and defer the need for additional capital investment in alternative water supplies, subject to compliance with Chapter 40E-2, F.A.C. Local governments are encouraged to implement these conservation measures through the adoption of ordinances that would include these measures, variance and enforcement provisions. These measures are in addition to the Chapter 40E-2, F.A.C., provisions and non-regulatory measures, such as education and incentive programs, which are also utilized by the District to promote water conservation. These conservation measures prohibit landscape irrigation during those periods of the day when irrigation efficiency significantly decreases, and limit landscape irrigation water use to two days per week except as specified herein. Users are encouraged to apply no more than 3/4-inch to 1-inch of water per week on their lawns and landscapes and only as needed to supplement rainfall. However, provisions have been made in this chapter to allow landscape irrigation three days per week in designated counties to address utility operational, health, and safety and landscape concerns.

(2) This chapter applies to all water users unless specified otherwise herein.

(3) This chapter only applies to landscape irrigation as defined herein. This chapter does not apply to agricultural irrigation.

(4) In concert with the establishment of the year round landscape irrigation conservation measures of this chapter, the District commits to the following activities:

(a) Coordinate with stakeholders to develop and implement a water conservation partnership plan to further promote conservation and efficient use of water;

(b) On at least an annual basis, evaluate the implementation and effectiveness of the District's water conservation partnership plan; and,

(c) No later than five years from the effective date of this chapter, District staff shall provide the Governing Board with recommendations based on a comprehensive evaluation of this chapter and its implementation. The Governing Board may revise this chapter at any time, as it deems appropriate.

*Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227 FS. History—New 6-12-03, Amended 3-15-10, 7-14-14.*

**40E-24.101 Definitions.**

When used in this chapter:

(1) "Address" means the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address it shall be considered "even-numbered".

(2) "Athletic play area" means all golf course fairways, tees, roughs, and greens, and other athletic play surfaces; including,

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football, baseball, soccer, polo, tennis and lawn bowling fields, and rodeo, equestrian and livestock arenas.

(3) “Consumptive Use Permit (CUP)” means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.

(4) “Even Numbered Address” means an address, ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.

(5) “Existing landscaping” means any landscaping which has been planted and in the ground for more than ninety (90) days.

(6) “Landscaping” means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora, not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way except athletic play areas as defined in subsection 40E-24.101(2), F.A.C.

(7) “Low Volume Hand Watering” means the watering of landscape by one person, with one hose fitted with a self-canceling or automatic shutoff nozzle.

(8) “Low Volume Irrigation” means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

(9) “Landscape Irrigation” means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora, not intended for resale, which are planted and are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way except athletic play areas as defined in subsection 40E-24.101(2), F.A.C.

(10) “Micro-irrigation” means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.

(11) “New landscaping” means any landscaping which has been planted and in the ground for ninety (90) days or less.

(12) “Odd Numbered Address” means an address ending in the numbers 1, 3, 5, 7, 9 or the letters N-Z.

(13) “Reclaimed Water” means wastewater that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C..

(14) “User” means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

(15) “Wasteful and unnecessary” means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other impervious surfaces; allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

*Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227 FS. History—New 6-12-03, Amended 3-15-10, 7-14-14.*

**40E-24.201 Year-Round Landscape Irrigation Conservation Measures.**

(1) The year-round landscape irrigation conservation measures contained in this chapter are applicable to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C., unless indicated otherwise herein. These conservation measures apply to all water sources, except that the use of reclaimed water, which may or may not be supplemented from another source, is allowed anytime. In addition to the requirements of this section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including those designed to require the implementation of water conservation practices.

(2) Any restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related Board or Executive Director orders which are more restrictive than a measure contained within this chapter, shall supersede this rule for the duration of the applicable water shortage declaration.

(3) It shall be the duty of each water user to keep informed as to the landscape irrigation conservation measures presented within this chapter, which affect each particular water use.

(4) In addition to the specific conservation measures enumerated below, all wasteful and unnecessary water use as defined in subsection 40E-24.101(15), F.A.C., is prohibited.

(5) The following requirements or exceptions shall apply to all users unless specified otherwise herein:

(a) Landscape irrigation shall be prohibited daily between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided herein.

(b) Irrigation of new landscaping shall comply with the following provisions:

1. On the day the new landscaping is installed, the new landscaping may be irrigated once without regard to the normally allowable watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is also allowable without regard to the normal allowable watering days and times.

2. The ninety (90) day period begins the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.

3. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and Sunday.

4. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and Saturday.

5. Irrigation of the new landscaping is limited to areas containing the new landscaping only. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this paragraph if the zone in question is for an area that contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation under this paragraph. Targeted watering may be accomplished by low volume hand watering, or any appropriate method which isolates and waters only the new landscaping.

(c) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one test should not exceed 10 minutes per zone.

(d) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:

1. Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer; and

2. Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsections (5)(a), (6), and (7) unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.

(e) Any plant material may be watered using low volume irrigation, micro-irrigation, low-volume hand watering methods, and rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this section.

(6) Except as authorized in subsection (7), below, irrigation of existing landscaping shall comply with the following provisions:

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(a) Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address as defined in subsection 40E-24.101(4), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Thursday and Sunday.

(b) Odd addresses as defined in subsection 40E-24.101(12), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Wednesday and Saturday.

(7) Users located in Broward, Collier, Glades, Hendry, Lee, Martin, Miami-Dade, Monroe, Palm Beach, and St. Lucie counties shall irrigate existing landscaping in accordance with the provisions set forth in subsection (6), above, or as provided below.

(a) Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address as defined in subsection 40E-24.101(4), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Tuesday, Thursday, and Sunday.

(b) Odd addresses as defined in subsection 40E-24.101(12), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Monday, Wednesday, and Saturday.

*Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227 FS. History—New 6-12-03, Amended 3-15-10, 7-14-14.*

### **40E-24.301 Local Government Option.**

(1) Local governments that wish to enforce alternative landscape irrigation conservation measures, shall be considered to be in substantial compliance with this rule upon the enactment of an ordinance establishing landscape irrigation measures which achieve water conservation consistent with the number of days and times for landscape irrigation set forth in subsections 40E-24.201(5)-(7), F.A.C. Such ordinance shall provide for variance and enforcement procedures that do not diminish the effectiveness of the measures.

(2) Local governments with a jurisdiction divided between the South Florida Water Management District and another water management district may enact an ordinance providing for alternative landscape irrigation conservation measures as necessary for the local government to achieve a uniform schedule within its jurisdiction that is in accordance with at least one of the involved water management district rules.

(3) At least thirty (30) days prior to the adoption of an ordinance for alternative landscape irrigation conservation measures, the local government shall submit the proposed ordinance to the District.

(4) In order to evaluate the effectiveness of the alternative conservation measures, such local governments shall provide an annual report to the District which includes any variances granted or denied, enforcement actions taken and any measures proposed to be amended in the next reporting period. Each annual report shall be submitted to the District no later than September 30th of each year following the adoption of this chapter.

(5) Users within the jurisdiction or customers of such local governments shall comply with the alternative landscape irrigation conservation measures contained within the ordinance implementing that program and are not subject to the measures contained in subsections 40E-24.201(5)-(7), F.A.C.

*Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227, 373.609 FS. History—New 6-12-03, Amended 3-15-10.*

### **40E-24.401 Enforcement.**

(1) As required by Section 373.609, F.S., each county and city commission, state and county attorney, sheriff, police officer and other appropriate local government official in the region covered by this chapter which is not implementing alternative landscape irrigation conservation measures pursuant to a local government ordinance, shall respond to address-specific or location-specific violations of this chapter upon request from the District.

(2) A local government is strongly encouraged to enforce Rule 40E-24.201, F.A.C., within its jurisdiction by adopting an ordinance that incorporates the provisions set forth in Rule 40E-24.201, F.A.C. At least thirty (30) days prior to the adoption of an ordinance to enforce Rule 40E-24.201, F.A.C., the local government shall submit the proposed ordinance to the District.

(3) In enforcing the provisions of this chapter the District will utilize any of the enforcement remedies available pursuant to Chapter 120 or 373, F.S., or applicable District rule. The Executive Director may take appropriate action pursuant to Sections 373.119, 373.175(4), 373.246(7) and 120.69, F.S., to enforce the provisions of this chapter.

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Effective: 7/14/2014

*Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.119, 373.171, 373.175(4), 373.219, 373.227, 373.246(7), 373.603, 373.609 FS. History—New 6-12-03, Amended 3-15-10.*

## **40E-24.501 Variances and Waivers.**

(1) Users may request relief from the provisions of this Chapter by filing a petition for variance or waiver pursuant to Section 120.542, F.S., and Chapter 28-104, F.A.C. Examples of circumstances, which, subject to the above-referenced statute and rule and the provisions below, may be candidates for the issuance of a variance, include but are not limited to:

- (a) Two or more properties which share a common source of water;
- (b) A public or private water system experiencing, or anticipating distribution problems that cannot be addressed through Rule 40E-24.301, F.A.C.;
- (c) User maintains an irrigation system that uses soil moisture sensors with remote monitoring and adjustment capabilities that satisfies the requirements set forth in Section 373.62(7), F.S.

(2) A variance or waiver is invalid if it has expired or if the user or its agent violates the terms of the variance or waiver.

(3) Where a local government has adopted an ordinance incorporating the provisions set forth in Rule 40E-24.201, F.A.C., or alternative landscape irrigation measures pursuant to Rule 40E-24.301, F.A.C., the local government may grant a variance from the specific day or days for landscape irrigation identified in the ordinance, or the specific day or days for landscape irrigation identified in the ordinance adopting the alternative landscape irrigation measures, provided that the applicant demonstrates with particularity that compliance with the schedule of days for landscape irrigation will result in a substantial hardship on the applicant requesting the variance or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains.

*Rulemaking Authority 120.542, 373.044, 373.113, 373.171 FS. Law Implemented 120.542, 373.119, 373.171, 373.175(4), 373.219, 373.227, 373.246(7), 373.603, 373.609 FS. History—New 3-15-10.*