COMMUNITY DEVELOPMENT
DISTRICT

December 9, 2024

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

**COMMUNITY DEVELOPMENT DISTRICT** 

## AGENDA LETTER

### Terra Lago Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431 Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

December 2, 2024

**ATTENDEES:** 

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Terra Lago Community Development District

#### **Dear Board Members:**

The Board of Supervisors of the Terra Lago Community Development District will hold a Regular Meeting on December 9, 2024 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Administration of Oath of Office to Jason Dugan [Seat 3] (the following to be provided in a separate package)
  - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
- 4. Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
- 5. Discussion Regarding of Protest of Award of Wastewater Treatment Facility Injection Well System Improvements Project
- 6. Consideration of Response(s) to Request for Qualifications (RFQ) for Professional Services for Wastewater Treatment Facility Injection Well System Improvements Project
- 7. Ratification Items
  - A. Direct Purchase Order #1 under GMP-E [Florida Aquastore, Inc.]
  - B. Florida Design Drilling, LLC Change Order Number 1 for GMP-E

Board of Supervisors Terra Lago Community Development District December 9, 2024, Regular Meeting Agenda Page 2

- C. Direct Purchase Order #1 under GMP-G [Florida Detroit Diesel-Allison]
- D. Florida Design Drilling, LLC Change Order Number 1 for GMP-G
- 8. Acceptance of Unaudited Financial Statements as of October 31, 2024
- 9. Approval of Minutes
  - A. November 5, 2024 Landowners' Meeting
  - B. November 8, 2024 Special Meeting
  - C. November 11, 2024 Regular Meeting
- 10. Staff Reports

A. District Counsel: *Kutak Rock LLP* 

B. District Engineer: Meridian Consulting Engineers, LLC

C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: January 13, 2025 at 1:00 PM [Adoption of Delegation Resolution]
  - QUORUM CHECK

SEAT 1	JOSH KELLAM	IN PERSON	PHONE	☐ No
SEAT 2	TOM KENNY	In Person	PHONE	No
SEAT 3	JASON DUGAN	In Person	PHONE	☐ No
SEAT 4	David Powers	In Person	PHONE	□No
SEAT 5	Kevin Powers	In Person	PHONE	□No

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Cerbone District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE CALL-IN NUMBER: 1-888-354-0094

,......

PARTICIPANT PASSCODE: 867 327 4756

**COMMUNITY DEVELOPMENT DISTRICT** 

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#### **RESOLUTION 2025-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN **EFFECTIVE DATE.** 

WHEREAS, the Terra Lago Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

> NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TERRA LAGO COMMUNITY DEVELOPMENT **DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective November 11, 2024:

	Joshua Kellar	n	is elected Chair
	Thomas G. Ke	enny III	is elected Vice Chair
	Jason Dugan		is elected Assistant Secretary
	David Powers	S	is elected Assistant Secretary
	Kevin Powers	5	is elected Assistant Secretary
2024:	SECTION 2.	The following C	Officer(s) shall be removed as Officer(s) as of November 11,

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	is Secretary
Andrew Kantarzhi	is Assistant Secretary
Cindy Cerbone	_ is Assistant Secretary
Craig Wrathell	_ is Treasurer
Jeff Pinder	is Assistant Treasurer

PASSED AND ADOPTED THIS 11TH DAY OF NOVEMBER, 2024.

ATTEST:

Secretary/Assistant Secretary

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

Chair/Vice Chair, Board of Supervisors

**COMMUNITY DEVELOPMENT DISTRICT** 

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#### REQUEST FOR QUALIFICATIONS FOR PROJECT PROFESSIONAL SERVICES FOR THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

The Terra Lago Community Development District (the "District"), located in the Village of Indiantown, Florida, announces that professional services will be required related to the District's Wastewater Treatment Facility Injection Well System Improvements Project ("Project") authorized by Chapter 190, Florida Statutes. The firm selected will act in the general capacity of Project Consultant and will provide all professional services related to the Project, including but not limited to permit compliance and reporting; construction management, inspection, administration and oversight; and all other professional services as required by the Project. The District previously selected a contractor to construct the Project pursuant to that certain Request for Proposals for Wastewater Treatment Facility Injection Well System Improvements Project dated October 2024, as amended by Addendums No. 1 and 2 ("Construction Project Manual"). Please refer to the Construction Project Manual for additional details on the Project. The Construction Project Manual is available upon request from the District Manager's Office at kantarzhia@whhassociates.com. The construction and permitting must conform to the Florida Department of Environmental Protection ("FDEP") Underground Injection Control Construction and Testing Permitting and with Florida Administrative Codes 62-4, 62-520, 62-522, 62-528, 62-550 and 62-660. The District anticipates FDEP's issuance of a draft construction and testing permit by December 2024.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience for any community development districts and past experience with the Village of Indiantown; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit seven (7) hardcopies copies and one (1) electronic copy on flash drive of Standard Form No. 330 and the Qualification Statement by 1:00

**p.m. on December 9, 2024**, at the offices of Indiantown Realty located at 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

#### TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

#### PROJECT PROFESSIONAL SERVICES PROPOSALS COMPETITIVE SELECTION CRITERIA

#### 1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

#### 2) Consultant's Past Performance

Past performance for community development district, the Terra Lago Community Development District, or the Village of Indiantown, Florida, in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

(Weight: 25 Points)

(Weight: 20 Points)

(Weight: 5 Points)

(Weight: 5 Points)

#### 3) Geographic Location

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

#### 4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

#### 5) Certified Minority Business Enterprise

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

#### 6) Recent, Current and Projected Workloads

Consider the recent, current and projected workloads of the firm.

#### 7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

**COMMUNITY DEVELOPMENT DISTRICT** 

## RATIFICATION ITEMS A

### PURCHASE ORDER #1 UNDER GMP-E [FLORIDA AQUASTORE, INC.]

SEE ATTACHED PURCHASE REQUISITION AS EXHIBIT A.	REQUEST FORM DATED, ATTACHED
Terra Lago Community Development Distri number: 85-8018970052C-9	ct State of Florida sales tax exemption certificate
	wner and Seller are entering into this Purchase Owner purchasing the items supplied by Seller Exhibit A ("Goods").
Price - \$11,424,900	
IN MILES HEDECIL THE HOTELOG HOVE	executed this Order effective as of the date
all of the terms and provisions of this Orde	ent below, Seller acknowledges that it has reader, including the Terms and Conditions attached the Goods as described herein and comply fully
executed below. By executing this docum all of the terms and provisions of this Orde hereto as <b>Exhibit B</b> , and agrees to deliver	er, including the Terms and Conditions attached
executed below. By executing this docum all of the terms and provisions of this Orde hereto as <b>Exhibit B</b> , and agrees to deliver with the terms and conditions hereof.	er, including the Terms and Conditions attached the Goods as described herein and comply fully
executed below. By executing this docum all of the terms and provisions of this Orde hereto as <b>Exhibit B</b> , and agrees to deliver with the terms and conditions hereof.  Owner	er, including the Terms and Conditions attached the Goods as described herein and comply fully  Seller
executed below. By executing this docum all of the terms and provisions of this Orde hereto as <b>Exhibit B</b> , and agrees to deliver with the terms and conditions hereof.  Owner  By: Terra Lago CDD	er, including the Terms and Conditions attached the Goods as described herein and comply fully  Seller  By: Florida Aquastore, Inc

#### **EXHIBIT A**

#### **PURCHASE REQUISITION REQUEST FORM**

#### PURCHASE REQUISITION REQUEST FORM REGARDING PURCHASE ORDER #1 UNDER GMP-E

- 1. Name of material supplier: Florida Aquastore, Inc.
- 2. Contact person for material supplier:

NAME: Matt Whelchel and

ADDRESS: 4722 NW Boca Raton Blvd, Suite C-102, Boca Raton, FL 33431

TELEPHONE NUMBER: (561) 994-2400 EMAIL: matt@florida-aquastore.com

- 3. Manufacturer or brand, model or specification number of the item: See attached
- 4. Quantity needed as estimated by CONTRACTOR: See attached
- 5. The price quoted by the material supplier for the construction materials: See attached
- 6. The sales tax included in the price quote: See attached
- 7. Shipping and handling insurance cost included in the price quote: See attached
- 8. Delivery dates as established by CONTRACTOR: As soon as possible

#### PLEASE NOTE THE DELIVERY ADDRESS FOR MATERIALS IS:

Village of Indiantown Wastewater Treatment Plant located at 14853 SW 168<sup>th</sup> Ave, Indiantown, FL 34956.

PLEASE NOTE THAT ALL INVOICES MUST BE ADDRESSED TO THE OWNER

PLEASE NOTE THAT ALL INVOICES MUST BE <u>SUBMITTED</u> TO THE CONTRACTOR <u>AND</u> THE OWNER'S PURCHASING AGENT

OWNER: TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

Authorized Signature
Date:

Name: Darin Lockwood

Title: Purchasing Agent and District Engineer

Address: 2300 Glades Road #410W, Boca Raton, FL 33431

CONTRACTOR: FLORIDA DESIGN DRILLING, LLC

Deffrey Holst

**Authorized Signature** 

Date: 11/25/24

Name: Jeff Holst

**Title: Senior Vice President** 

#### [insert proposal from GMP]

#### PURCHASE ORDER EXHIBIT B

#### TERMS AND CONDITIONS

- 1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
- 2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
- 3. DELIVERY AND INSPECTION.
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point designated by Owner's contractor. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
- 4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
- 5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use for the Owner's purposes. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
- 6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
- 7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
- 8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
- b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
- c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
- 9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
- 10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
- 11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.

- 12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
- 13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
- 14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
- 15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
- 16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
- 17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
- 18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
- 19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
- 20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
- 21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
- 22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
- 23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
- 24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

#### CERTIFICATE OF ENTITLEMENT [PURCHASE ORDER, FLORIDA AQUASTORE, INC.]

The undersigned authorized representative of Terra Lago Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8018970052C-9, affirms that the tangible personal property purchased pursuant to Purchase Order Number #1 from Florida Aquastore, Inc. ("Vendor") will be incorporated into or become a part of a public facility as part of a public works contract pursuant to AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder dated January 2, 2024, as amended, and as specifically amended by that certain Design-Build Amendment dated November 20, 2024 ("GMP-E") with Florida Design Drilling LLC ("Contractor") for the construction of a new wastewater treatment plant and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

#### You must initial each of the following requirements.

- <u>DL</u> 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- <u>DL</u> 2. The vendor's invoice will be issued directly to Governmental Entity.
- <u>DL</u> 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- <u>DL</u> 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- <u>DL</u> 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

[CONTINUED ON NEXT PAGE]

	District Engineer, as authorized Purchasing Agent
Signature of Authorized Representative of Governmental Entity	Title
Government Entity Name: Terra Lago Comi	munity Development District
Date:	
Federal Employer Identification Number: 93	2-1745177
Telephone Number: 561-571-0010	

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**COMMUNITY DEVELOPMENT DISTRICT** 

# RATIFICATION ITEMS B

#### AIA Document G741 - 2015

#### Change Order for a Design-Build Project

PROJECT (Name and address):	CHANGE ORDER N	UMBER: 1	OWNER: ⊠
The development of a new wastewater treatment plant ("WWTP") and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the "Village"), as set forth in more detail in the Contract	DATE:	, 2024	DESIGN-BUILDER:  ARCHITECT:  FIELD:  OTHER:
TO DESIGN-BUILDER (Name and address): Florida Design Drilling, LLC, a Florida limited liability company, 7733 Hooper Road, West Palm Beach, Florida 33411	DESIGN-BUILD CO DESIGN-BUILD CO Community Devel Project and Owner	T NUMBER: GMP-E NTRACT DATE: January 2, 202. NTRACT FOR: The Terra Lago opment District, as owner of the for purposes of the Contract, a antown, Florida, as owner of	ne
THE DESIGN-BUILD CONTRACT IS CHANG (Include, where applicable, any undisput		ble to previously executed Cha	nge Directives)
Owner-Direct Purchase of Materials (see	attached) in the ame	ount of NEGATIVE \$11,842,0	52.18.
The original Contract Sum was The net change by previously authorized The Contract Sum prior to this Change O The Contract Sum will be decreased by the new Contract Sum including this Ch	rder was nis Change Order in	the amount of	\$ 13,580,169. \$ 0. \$ 13,580,169. \$ 11,842,052. \$ 1,738,117.
The Contract Time will be unchanged by The date of Substantial Completion as of		nge Order therefore is 520 cale	endar days after execution of GMP-E
NOTE: This Change Order does not include Guaranteed Maximum Price which have both the Owner and Design-Builder, in which was a constant of the Change Order, the Change Order have been reviewed professional(s) of record for the Projection	been authorized by or hich case a Change he Design-Builder d and approved in	Change Directive until the cost Order is executed to supersede represents that all changes t	and time have been agreed upon by the Change Directive.  o Project design implemented by
NOT VALID UNTIL SIGNED BY THE DE	SIGN-BUILDER AI	ND OWNER. MAY BE SIGN	ED IN COUNTERPARTS
Florida Design Drilling LLC			
DESIGN-BUILDER (Firm name)		OWNER (Firm name)	
7733 Hooper Road, West Palm Bear	ch, FL 33411	ADDRESS	
Seffrey Holst  BY (Sighture)  Leffrey Helst Serier Vice President		BY (Signature)	
Jeffrey Holst, Senior Vice President (Typed name) 11/25/24		(Typed name)	

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DATE

DATE

Item	Description	Cost
	GMP E - Florida Aquastore WWTP	
en er en en er er en	Direct Conctractor Costs:	agegraficat group of the specification and the second
11	Div 11 - Equipment Taxable	\$ 6,951,703.00
11	Div 11 - Equipment Non-Taxable	\$ 4,473,197.00
11	Div 11 - Sales Tax	\$ 417,152.18
17	Total of Lines 1.A - 16	\$ 11,842,052.18
18	Contingency (Line 17 x X%)	\$ -
19	Lines 1.A. + 17 + 18	\$ 11,842,052.18
21	Allowance #1 - Builder's Risk Insurance	\$ 150,000.00
22	Allowance #2	
23	Allowance #3	
24	Lines 21 + 22 + 23	\$ 150,000.00
25	GMP Subtotal: (Lines 19 + 24)	\$ 11,992,052.18
26	Markup (Markup Amount x 10%)	\$ 1,199,205.22
27	GMP Subtotal with Markup (Lines 25 + 26)	\$ 13,191,257.40
28	Insurance	\$ 131,912.57
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$ 13,323,169.97
30	Demand Note Premium	\$ 257,000.00
31	GMP Total (Lines 29 + 30)	\$ 13,580,169.97

**COMMUNITY DEVELOPMENT DISTRICT** 

# RATIFICATION ITEMS C

### PURCHASE ORDER #1 UNDER GMP-G [FLORIDA DETROIT DIESEL-ALLISON]

1.	SEE ATTACHED PURCHASE REQUISITION I AS EXHIBIT A.	REQUEST FORM DATED, ATTACHED
2.	Terra Lago Community Development Distri number: 85-8018970052C-9	ct State of Florida sales tax exemption certificate
		wner and Seller are entering into this Purchase Owner purchasing the items supplied by Seller Exhibit A ("Goods").
	Price - \$613,132	
	all of the terms and provisions of this Orde	ent below, Seller acknowledges that it has reader, including the Terms and Conditions attached the Goods as described herein and comply fully
	Owner	Seller
	By: Terra Lago CDD	By: Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel - Allison
	Name: Darin Lockwood	Name:
	Title: District Engineer, Purchasing Agent	Title:
	Date Executed:	Date Executed:

**EXHIBIT A:** Purchase Requisition Request Form, including Proposal

**EXHIBIT B:** Terms and Conditions

#### **EXHIBIT A**

#### **PURCHASE REQUISITION REQUEST FORM**

#### PURCHASE REQUISITION REQUEST FORM REGARDING PURCHASE ORDER #1 UNDER GMP-G

- 1. Name of material supplier: Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison
- 2. Contact person for material supplier:

NAME: Len Hernandez, E.E.

ADDRESS: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312

TELEPHONE NUMBER: (954-868-0642 EMAIL: 1.hernandez@kirbycorp.com

- 3. Manufacturer or brand, model or specification number of the item: See attached
- 4. Quantity needed as estimated by CONTRACTOR: See attached
- 5. The price quoted by the material supplier for the construction materials: See attached
- 6. The sales tax included in the price quote: See attached
- 7. Shipping and handling insurance cost included in the price quote: See attached
- 8. Delivery dates as established by CONTRACTOR: As soon as possible

#### PLEASE NOTE THE DELIVERY ADDRESS FOR MATERIALS IS:

Village of Indiantown Wastewater Treatment Plant located at 14853 SW 168<sup>th</sup> Ave, Indiantown, FL 34956.

PLEASE NOTE THAT ALL INVOICES MUST BE ADDRESSED TO THE OWNER

PLEASE NOTE THAT ALL INVOICES MUST BE <u>SUBMITTED</u> TO THE CONTRACTOR <u>AND</u> THE OWNER'S PURCHASING AGENT

OWNER: TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

**Authorized Signature** 

Date:

Name: Darin Lockwood

Title: Purchasing Agent and District Engineer

Address: 2300 Glades Road #410W, Boca Raton, FL 33431

CONTRACTOR: FLORIDA DESIGN DRILLING, LLC

Authorized Signature

Date: 11/25/24

Name: Jeff Holst

Title: Senior Vice President

#### [insert proposal from GMP]

#### PURCHASE ORDER EXHIBIT B

#### TERMS AND CONDITIONS

- 1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
- 2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
- 3. DELIVERY AND INSPECTION.
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point designated by Owner's contractor. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
- 4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
- 5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use for the Owner's purposes. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
- 6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
- 7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
- 8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
- b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
- c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
- 9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
- 10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
- 11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.

- 12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
- 13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
- 14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
- 15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
- 16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
- 17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
- 18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
- 19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
- 20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
- 21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
- 22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
- 23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
- 24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

#### CERTIFICATE OF ENTITLEMENT [PURCHASE ORDER, FLORIDA DETROIT DIESEL-ALLISON]

The undersigned authorized representative of Terra Lago Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8018970052C-9, affirms that the tangible personal property purchased pursuant to Purchase Order Number #1 from Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel — Allison ("Vendor") will be incorporated into or become a part of a public facility as part of a public works contract pursuant to AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder dated January 2, 2024, as amended, and as specifically amended by that certain Design-Build Amendment dated November 20, 2024 ("GMP-G") with Florida Design Drilling LLC ("Contractor") for the construction of a new wastewater treatment plant and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

#### You must initial each of the following requirements.

- <u>DL</u> 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- <u>DL</u> 2. The vendor's invoice will be issued directly to Governmental Entity.
- <u>DL</u> 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- <u>DL</u> 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- <u>DL</u> 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

[CONTINUED ON NEXT PAGE]

	District Engineer, as authorized Purchasing Agent
Signature of Authorized Representative of Governmental Entity	Title
Government Entity Name: Terra Lago Comi	munity Development District
Date:	
Federal Employer Identification Number: 93	2-1745177
Telephone Number: 561-571-0010	

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**COMMUNITY DEVELOPMENT DISTRICT** 

# RATIFICATION ITEMS D

#### AIA Document G741 - 2015

#### Change Order for a Design-Build Project

PROJECT (Name and address):	CHANGE ORDER	R NUMBER: 1	OWNER: 🖂
The development of a new wastewater	DATE:	, 2024	DESIGN-BUILDER:
treatment plant ("WWTP") and associated buildings and related site			ARCHITECT: □
work to replace the existing plant of			FIELD: ☐
the Village of Indiantown, Florida (the "Village"), as set forth in more detail			OTHER:
in the Contract			OTTLEN.
TO DESIGN-BUILDER (Name and			
address):	OWNER'S PROJ	ECT NUMBER: GMP-G	
Florida Design Drilling, LLC, a		CONTRACT DATE: January 2, 202	
Florida limited liability company, 7733 Hooper Road, West Palm Beach,		CONTRACT FOR: The Terra Lago	
Florida 33411		velopment District, as owner of the contract,	
		idiantown, Florida, as owner of	
	Project site.		
THE DESIGN-BUILD CONTRACT IS CHAN	IGED AS EOLI OWS	ş.	
(Include, where applicable, any undispu			ange Directives)
Owner-Direct Purchase of Construction	Materials (see atta	ched) in the amount of NEGAT	IVE \$649,969.92.
The original Contract Sum was			\$ 939,550
The net change by previously authorized			\$
The Contract Sum prior to this Change (			\$ 939,55
The Contract Sum will be decreased by this Change Order in the amount of The new Contract Sum including this Change Order will be			\$ 649,969 \$ 289,580
The Contract Time will be unchanged by			¥
The date of Substantial Completion as o		hange Order therefore is 420 ca	lendar days after execution of GMP-G
NOTE: This Change Order does not inclu Guaranteed Maximum Price which have	been authorized b	y Change Directive until the cos	st and time have been agreed upon by
both the Owner and Design-Builder, in	which case a Chang	ge Order is executed to supersed	le the Change Directive.
When executing this Change Order,	the Design-Builde	er represents that all changes	to Project design implemented by
this Change Order have been review	ed and approved		
professional(s) of record for the Proj	ect.		
NOT VALID UNTIL SIGNED BY THE D	ESIGN-BUILDER	AND OWNER.	
Florida Design Drilling LLC	•		
DESIGN-BUILDER (Firm name)	-	OWNER (Firm name)	
7733 Hooper Road, West Palm Bea	ach, FL 33411		
ADDRESS		ADDRESS	
Jeffrey Holst			
By (Signature)		BY (Signature)	
Jeffrey Holst, Senior Vice President	<u>.                                    </u>	<u></u>	
(Typed name)		(Typed name)	
11/25/24			

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DATE

DATE

Item	Description	 Cost
1.A	Contractor's Fixed General Conditions	\$ 38,560.00
1.B	Non-Fixed General Conditions	\$ 39,200.00
	Direct Conctractor Costs:	
3	Div 3 - Concrete - 66 CY @ \$528/CY	\$ 34,848.00
16.1	Electrical Rough-in	\$ 27,500.00
16.2	Diesel Engine Generator	\$ 649,969.92
16.3	Generator, stairs, & platform installation	\$ 10,603.00
17	Total of Lines 1.A - 16	\$ 800,680.92
18	Contingency (Line 17 x 0%)	\$ -
19	Lines 1.A. + 17 + 18	\$ 800,680.92
21	Allowance #1	
22	Allowance #2	
23	Allowance #3	
24	Lines 21 + 22 + 23	\$ -
25	GMP Subtotal: (Lines 19 + 24)	\$ 800,680.92
26	Markup (Markup Amount x 10%)	\$ 80,068.09
27	GMP Subtotal with Markup (Lines 25 + 26)	\$ 880,749.01
28	Insurance	\$ 8,807.49
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$ 889,556.50
30	Demand Note Premium	\$ 50,000.00
31	GMP Total (Lines 29 + 30)	\$ 939,556.50



	ENGINE-GENERATOR ACCESSORIES
1	Remote Annunciator, NFPA110 L
1	Free-standing stairs package  - Aluminum construction  - 42" tall handrails  - Three (3) stair sets with 36" X 42" platform  - One (1) stair set with 72" X 42" platform
3	Operation and Maintenance Manuals L
Lot	MTU Standby Generator Limited Warranty: 5-Yr(s)/3000 Hrs
Lot	Standard MTU Factory Non-Witnessed Test L

L = Shipped Loose

	TRANSFER SWITCH EQUIPMENT	
1	ATS: 2000A, 3 Poles L	
	ASCO 7000 Series	
	Standard Automatic Transfer Switch	
	Open Transition	
	<ul> <li>Withstand Rating: 85kA w/specific breakers or 85kA @ 0.05 sec</li> </ul>	
	Front Accessible	
	In-Phase Monitor	
	Power Meter	
	Plant Exerciser	
	Source Position Contacts	
	Pre-Signal Contacts	
	• Pull-box (12")	
	NEMA 1 Enclosure	
Lot	Manufacturer's Limited Warranty: 1-Year(s)	2001011000

L = Shipped Loose

FIELD SERVICE WORK			
Lot	Onsite Startup, Testing and Training		
	Start-up of Engine-Generator		
	Site Acceptance and Load Bank Test for Engine-Generator(s)		
·	Owner Personnel Training		
	(All labor is for 1 technician working regular business hours M-F 8am-4pm)		

E = Shipped Loose

#### \*\*\* End Scope of Work \*\*\*

NET PRICE, F.O.B Jobsite (2025 Delivery)...

\$613,132.00 + taxes

PLANS	SPECS
E-9 Electrical One-line Diagram (5-17-24)	Section 16200 Generator

#### Specific Exceptions:

MTU 16V2000 DS1250 radiator ambient rating is 104°F versus 122°F

#### GENERAL EXCLUSIONS (unless specifically noted above):

- - Prime Contact, incl. General & Supplementary Conditions & Div 01 Plans/drawings besides the electrical generator related drawings Referenced local, state, or federal gov't requirements not specified
- Hurricane/missile impact rated for generator enclosure
- Florida DBPR insignia for generator enclosure EPA Tier 4 Final engine

Headquarters: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312 ● Tel: (954) 327-4440 ● www.fdda.com Fort Myers ● Fort Pierce ● Jacksonville ● Miami ● Ocala ● Orlando ● Panama City ● Tampa ● West Palm Beach

CONFIDENTIAL Proposal#: 2024-30498R1 9/27/2024, Page 3 of 4

**COMMUNITY DEVELOPMENT DISTRICT** 

# UNAUDITED FINANCIAL STATEMENTS

## TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED OCTOBER 31, 2024

## TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS OCTOBER 31, 2024

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS Cash	\$ 5,419	\$ -	\$ 584.413	\$ 589,832
Undeposited funds	τ 5,419 15,001	Φ -	\$ 584,413	\$ 589,832 15,001
Due from Landowner	110	_	_	110
Total assets	20,530		584,413	604,943
1 Stat 400010	20,000		001,110	
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 13,142	\$ -	\$ 91,631	\$ 104,773
Retainage payable	-	-	232,855	232,855
Due to Landowner	1,880	7,393	42,905	52,178
Landowner advance	6,000			6,000
Total liabilities	21,022	7,393	367,391	395,806
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	110	_	-	110
Total deferred inflows of resources	110			110
Fund balances:				
Restricted for:  Debt service		(7.202)		(7.202)
	-	(7,393)	- 217 022	(7,393)
Capital projects Unassigned	(602)	-	217,022	217,022 (602)
Total fund balances	(602)	(7,393)	217,022	209,027
Total fand balances	(002)	(1,595)	211,022	200,021
Total liabilities and fund balances	\$ 20,530	\$ -	\$ 584,413	\$ 604,943

## TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES	ф 7 <i>ЕІ</i>	\$ 7,554	¢ =0==1=	1%
Landowner contribution Total revenues	\$ 7,554 7,554	\$ 7,554 7,554	\$ 505,515 505,515	1%
Total revenues	7,554	7,554	505,515	1 70
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	2,000	48,000	4%
Legal	· <u>-</u>	-	25,000	0%
Engineering	_	-	2,000	0%
Audit	_	-	3,725	0%
Arbitrage rebate calculation*	_	-	500	0%
Debt service fund accounting***	-	-	5,500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,000	0%
Telephone	17	17	200	9%
Postage	31	31	250	12%
Printing & binding	42	42	500	8%
Legal advertising			6,500	0%
Annual special district fee	175	175	175	100%
Insurance	5,200	5,200	5,500	95%
Contingencies	112	112	750	15%
Website hosting & maintenance	_	-	705	0%
Website ADA compliance	_	-	210	0%
Total professional & administrative	7,577	7,577	105,515	7%
Field Operations			000 000	00/
Landscape Maintenance	-	-	300,000	0%
Misc. Field Operations			100,000	0%
Total field operations	7.577	7.577	400,000	0%
Total expenditures	7,577	7,577	505,515	1%
Excess/(deficiency) of revenues				
over/(under) expenditures	(23)	(23)	-	
- 1 -	(-2)	(-2)		
Fund balances - beginning	(579)	(579)		
Fund balances - ending	\$ (602)	\$ (602)	\$ -	

<sup>\*</sup>These items will be realized when bonds are issued.

<sup>\*\*</sup>WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

<sup>\*\*\*</sup>For 2nd bond issuance and for each subsequent bond issuance.

## TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues		
EXPENDITURES		
Debt service		
Total debt service		
Excess/(deficiency) of revenues		
over/(under) expenditures	-	-
Fund balances - beginning	(7,393)	(7,393)
Fund balances - ending	\$ (7,393)	\$ (7,393)

## TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date
REVENUES		
Village of Indiantown - interlocal agreement	\$ 4,847,766	\$ 4,847,766
Total revenues	4,847,766	4,847,766
EXPENDITURES Construction and to	4 000	4.000
Construction costs	1,880	1,880
Total expenditures	1,880	1,880
Excess/(deficiency) of revenues over/(under) expenditures	4,845,886	4,845,886
Fund balances - beginning	(4,628,864)	(4,628,864)
Fund balances - ending	\$ 217,022	\$ 217,022

**COMMUNITY DEVELOPMENT DISTRICT** 

# MINUTES

1 2				TES OF MEETING JNITY DEVELOPMENT DISTRICT	
3					
4		A Landowner	rs' Meeting of the Terr	a Lago Community Development District was	held on
5	Noven	nber 5, 2024	at 9:15 a.m., at Ind	diantown Realty, 16654 S.W. Warfield Bo	ulevard,
6	Indian	town, Florida 3	34955.		
7					
8		Present were	e:		
10		Andrew Kant	arzhi	District Manager/Proxy Holder	
11 12 13		Ryan Dugan		District Counsel	
13 14 15	FIRST	ORDER OF BU	SINESS	Call to Order/Roll Call	
16 17		Mr. Kantarzh	i called the meeting to	order at 9:16 a.m.	
18 19	SECON	ND ORDER OF	BUSINESS	Affidavit/Proof of Publication	
20 21		The affidavit	of publication was incl	uded for informational purposes.	
22 23 24	THIRD	ORDER OF BU		Election of Chair to Conduct Land Meeting	owners'
25 26		Mr. Kantarzh	i served as Chair to coi	nduct the Landowners' meeting.	
27 28	FOUR	TH ORDER OF	BUSINESS	Election of Supervisors [Seats 3, 4, 5	5]
29		Mr. Kantarzh	i stated that he is the	designated Proxy Holder for the Landowne	r TERRA
30	LAGO	LLC, owner of	797.809 acres. Mr. Kar	itarzhi is eligible to cast up to 798 votes per S	eat.
31	A.	Nominations	i		
32		Mr. Kantarzh	i nominated the follow	ing:	
33		Seat 3	Jason Dugan		
34		Seat 4	David Powers		
35		Seat 5	Kevin Powers		
36		No other non	ninations were made.		
37	В.	Casting of Ba	illots		
38		• Deter	mine Number of Votir	ng Units Represented	

	TERRA	A LAGO CDD		DRAFT	November 5, 2024
39		A total of 798	S voting units were repre	esented.	
40		• Deter	mine Number of Voting	g Units Assigned by P	гоху
41		All 798 voting	g units were assigned by	proxy to Mr. Kantara	zhi.
42		Mr. Kantarzh	i cast the following vote	es:	
43		Seat 3	Jason Dugan	300 votes	
44		Seat 4	David Powers	250 votes	
45		Seat 5	Kevin Powers	300 votes	
46	C.	Ballot Tabula	tion and Results		
47		Mr. Kantarzh	i reported the ballot tab	oulation, results and t	erm lengths as follows:
48		Seat 3	Jason Dugan	300 votes	4-year Term
49		Seat 4	David Powers	250 votes	2-year Term
50		Seat 5	Kevin Powers	300 votes	4-year Term
51					
52	FIFTH	ORDER OF BU	SINESS	Landowners'	Questions/Comments
53 54		There were n	o Landowners' questior	ns or comments.	
55			·		
56	SIXTH	ORDER OF BU	SINESS	Adjournment	t .
57 50		There hairs			d at 0.10 a
58		inere being r	nothing further to discus	ss, the meeting adjou	rned at 9:19 a.m.
59					
60					
61					
62					
63			[SIGNATURES APPEAI	R ON THE FOLLOWIN	G PAGE]

	TERRA LAGO CDD	DRAFT	November 5, 2024
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69			
70	Secretary/Assistant Secretary	Chair/Vice Chair	

**COMMUNITY DEVELOPMENT DISTRICT** 

# MINUTES B

1 2		OF MEETING ITY DEVELOPMENT DISTRICT
3		
4	The Terra Lago Community Developm	ent District held a Special Meeting on November
5	8, 2024 at 11:00 a.m., at Indiantown Real	ty, 16654 S.W. Warfield Boulevard, Indiantown,
6	Florida 34955.	
7		
8 9	Present were:	
10	Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
11	Darin Lockwood	Meridian Consulting Engineers, LLC
12	Alexander Lockwood	Meridian Consulting Engineers, LLC
13	Representatives	Florida Drilling, LLC
14	Representatives	Youngquist Brothers, LLC
15	Ryan Dugan (via telephone)	Kutak Rock LLP
16		
17		
18	FIRST ORDER OF BUSINESS	Call to Order
19		
20	NOTE: NO OFFICIAL ACTION	I OF THE BOARD WILL BE TAKEN
21	Mr. Kantarzhi called the meeting to o	rder at 11:00 a.m. The purpose of this meeting is
22	to open the responses to the Request for P	roposals (RFP) and record them. No questions or
23	comments from the public will be answered.	
24		
25 26 27 28	SECOND ORDER OF BUSINESS	Public Opening of Wastewater Treatment Facility Injection Well System Improvements Project Proposal Packages
29	Mr. Kantarzhi stated two sealed bids v	vere received in response to the RFP, as follows:
30	1. Youngquist Brothers: The bid package	was received on time. The bid package was sealed
31	and, upon opening, it contained six copies of	the response to the RFP and a flash drive with the
32	electronic copy. The subtotal for Part A Gene	ral is \$4,989,000; Part B is \$6,843,200; and Part C
33	is \$2,066,789, for a Grand Total of \$13,898,98	39 for Parts A, B and C. Part D is an alternate item;
34	the bid for Part D is \$500,000.	
35	2. Florida Drilling: The bid package was r	eceived on time. The bid package was sealed and,
36	upon opening, it contained several sealed	envelopes. The first envelope contained the bid

November 8, 2024

TERRA LAGO CDD

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52	Secretary/Assistant Secretary	Chair/Vice Chair	

November 8, 2024

TERRA LAGO CDD

**COMMUNITY DEVELOPMENT DISTRICT** 

# MINUTES C

1 2		S OF MEETING IITY DEVELOPMENT DISTRICT
3 4	The Board of Supervisors of the Te	ra Lago Community Development District held a
	·	, ,
5	Regular Meeting on November 11, 2024	at 1:00 p.m., at Indiantown Realty, 16654 S.W.
6	Warfield Boulevard, Indiantown, Florida 3495	56.
7		
8 9	Present were:	
10	Josh Kellam	Chair
11	Tom Kenny	Vice Chair
12	Kevin Powers	Assistant Secretary
13	David Powers	Assistant Secretary
14		
15 16	Also present:	
16 17	Cindy Cerbone	District Manager
18	Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
19	Ryan Dugan	District Counsel
20	Darin Lockwood (via telephone)	District Engineer
21	Pat Nolan	Village of Indiantown
22	Adam Carroll (via telephone)	The Garcia Companies
23	Mike Black	Florida Drilling
24	Matt Young	Youngquist Brothers
25	-	
26		
27	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
28		
29	Ms. Cerbone called the meeting to or	der at 1:04 p.m.
30	Supervisors Kellam, Kenny, David Po	wers and Kevin Powers were present. Supervisor
31	Dugan was absent.	
32		
33	SECOND ORDER OF BUSINESS	Public Comments
34		
35	No members of the public spoke.	
36		
37	THIRD ORDER OF BUSINESS	Administration of Oath of Office to Newly
37 38	HIND ONDER OF BUSINESS	Elected Supervisors [Seats 3, 4, 5] (the
J0		Lieuted Supervisors [Seats 3, 4, 3] (tile

40 41 42

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Ms. Cerbone stated that the Oath of Office was administered to Mr. David Powers and

Mr. Kevin Powers prior to the meeting. The Oath of Office will be administered to Mr. Jason

- Dugan at or before the next meeting. Both returning Supervisors are familiar with the following:
- 45 A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
- 46 B. Membership, Obligations and Responsibilities
- 47 C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
- 48 D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local

49 **Public Officers** 

50

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01,
Canvassing and Certifying the Results of
the Landowners' Election of Supervisors
Held Pursuant to Section 190.006(2),
Florida Statutes, and Providing for an

**Effective Date** 

56 57 58

This item was presented following the Sixth Order of Business.

59

60

61

### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

626364

This item was presented following the Sixth Order of Business.

65

66 67

68 69

### SIXTH ORDER OF BUSINESS

Consideration of Response(s) to Request for Proposals (RFP) for Wastewater Treatment Facility Injection Well System Improvement Project (under separate cover)

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### A. Affidavit of Publication

73 The affidavit of publication was included for informational purposes.

### 74 B. Project Manual

### D. Evaluation Criteria/Ranking

Items 6B, 6C and 6D were provided for informational purposes and were separately emailed to Board Members.

On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, completion of a joint ranking based on the Evaluation Criteria, was approved.

The consensus was to evaluate the proposals based on the entire scope, including the base bid plus the alternate bid.

The Board and Staff discussed the bid packages and collaboratively completed the Evaluation Criteria Ranking Sheet.

Mr. Kellam voiced his opinion that both respondents are well qualified and that both bid packages were extremely well done. He thanked the respondents for their submissions.

On a scale of 100 total possible points, the joint scores and ranking were as follows:

#1 Florida Drilling

98.71 Points

#2 Youngquist Brothers

97.00 Points

### E. Authorization to Enter into Competitive Negotiations

On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, scoring and ranking Florida Drilling as the #1 ranked respondent to the RFP for the Wastewater Treatment Facility Injection Well System Improvement Project, with a score or 98.71 points; and scoring and ranking Youngquist Brothers as the #2 ranked respondent, with a score of 97.00 points; and authorizing District Staff to negotiate an agreement with the #1 ranked respondent, Florida Drilling, and proceed to the #2 ranked respondent, Youngquist Brothers, if necessary, depending on negotiations, and authorizing the Chair or Vice Chair to execute, was approved.

107	•	Consideration	on of Resolution 20	025-01, Canvassing	and Certifying the Results of the
108		Landowners	' Election of Supe	rvisors Held Pursua	ant to Section 190.006(2), Florida
109		Statutes, and	d Providing for an E	ffective Date	
110		This item, pr	eviously the Fourth	Order of Business,	was presented out of order.
111		Ms. Cerbon	e presented Reso	olution 2025-01 ar	nd recapped the results of the
112	Lando	owners' Electio	n, which will be inse	erted into Sections 1	and 2, as follows:
113		Seat 3	Jason Dugan	300 Votes	Four-year Term
114		Seat 4	David Powers	250 Votes	Two-year Term
115		Seat 5	Kevin Powers	300 Votes	Four-year Term
116					
117 118 119 120		Resolution 2 Election of S	2025-01, Canvassing	g and Certifying the ursuant to Section 1	Results of the Landowners' 90.006(2), Florida Statutes,
121 122					
123		Consideratio	un of Bosolution 20		
		Consideratio	n of Resolution 20	)25-02, Electing and	Removing Officers of the District
124			ng for an Effective D		Removing Officers of the District
124 125		and Providin	ng for an Effective D	ate	Removing Officers of the District as presented out of order.
		and Providin	ng for an Effective Dereviously the Fifth C	ate Order of Business, wa	-
125		and Providin This item, pr Ms. Cerbone	ng for an Effective Dereviously the Fifth C	ate Order of Business, wa	as presented out of order.
125 126		and Providing This item, pro Ms. Cerbone Joshu	ng for an Effective D reviously the Fifth C presented Resoluti	ate Order of Business, wa on 2025-02. Mr. Kell	as presented out of order. am nominated the following slate:
125 126 127		and Providing This item, properties Ms. Cerbone Joshu Thom	ng for an Effective Deviously the Fifth Control presented Resolution Kellam	on 2025-02. Mr. Kell Chair Vice Cha	as presented out of order. am nominated the following slate:
125 126 127 128		and Providing This item, properties Ms. Cerbone Joshu Thom Jason	ng for an Effective Devices the Fifth Control of th	on 2025-02. Mr. Kell Chair Vice Cha	as presented out of order.  am nominated the following slate:
125 126 127 128 129		and Providing This item, properties Ms. Cerbone Joshu Thom Jason David	eg for an Effective Devices the Fifth Control of th	on 2025-02. Mr. Kell Chair Vice Cha Assistan	as presented out of order.  am nominated the following slate:  ir  t Secretary
125 126 127 128 129 130		and Providing This item, properties Ms. Cerbone Joshu Thom Jason David Kevin	reviously the Fifth Control presented Resolution Reliam  The American Resolution	on 2025-02. Mr. Kell Chair Vice Cha Assistan Assistan	as presented out of order.  am nominated the following slate:  ir  t Secretary  t Secretary
125 126 127 128 129 130 131		and Providing This item, providing Ms. Cerbone Joshu Thom Jason David Kevin	reviously the Fifth Congressented Resolutions Kellam The Dugan The Powers The	order of Business, was on 2025-02. Mr. Kelli Chair Vice Cha Assistan Assistan Assistan	as presented out of order.  am nominated the following slate:  ir  t Secretary  t Secretary
125 126 127 128 129 130 131		and Providing This item, providing Ms. Cerbone Joshu Thom Jason David Kevin No other nor	reviously the Fifth Congressented Resolutions Kellam The Dugan The Powers The	order of Business, was on 2025-02. Mr. Kelli Chair Vice Cha Assistan Assistan Assistan	as presented out of order.  am nominated the following slate:  ir  t Secretary t Secretary t Secretary in unaffected by this Resolution:
125 126 127 128 129 130 131 132		and Providing This item, providing Ms. Cerbone Joshu Thom Jason David Kevin No other nor The following Craig	reviously the Fifth Control presented Resolution Reliam The Assacration of the Fifth Control	on 2025-02. Mr. Kells Chair Vice Cha Assistan Assistan Assistan Secretar	as presented out of order.  am nominated the following slate:  ir  t Secretary t Secretary t Secretary in unaffected by this Resolution:
125 126 127 128 129 130 131 132 133		and Providing This item, providing Ms. Cerbone Joshu Thom Jason David Kevin No other nor The following Craig Andre	reviously the Fifth Concepted Resolution Res	on 2025-02. Mr. Kells Chair Vice Cha Assistan Assistan Assistan Secretar Assistan	as presented out of order.  am nominated the following slate:  ir  t Secretary t Secretary t Secretary in unaffected by this Resolution:

138		Jeff Pinder	Assistant Treasurer	
139				
140 141 142		On MOTION by Mr. Kellam and seconder favor, Resolution 2025-02, Electing, as not the District and Providing for an Effective E	ominated, and Removing Officers of	
143 144 145 146	SEVEN	TH ORDER OF BUSINESS	Ratification Items:	
147		Ms. Cerbone presented the following:	lift-site of Control by the Birth and	
148	A.	Agreement for Injection Well Permit Modification Services between the District and		
149		McNabb-Miller dated August 13, 2024		
150	В.		rk Authorization Number 4 under District	
151		Engineering Services Agreement for Proce	urement Related Services dated August 12,	
152		2024		
153				
154 155 156 157 158 159		On MOTION by Mr. Kellam and seconder favor, the Agreement for Injection Well Pother District and McNabb-Miller dated A Consulting Engineers, LLC Work Authorize Engineering Services Agreement for Practice August 12, 2024, were ratified.	ermit Modification Services between August 13, 2024, and the Meridian ration Number 4 under the District	
160 161 162 163 164 165 166 167 168	EIGHT	<b>H ORDER OF BUSINESS</b> This item was presented following the Tent	Consideration of Authorization of Request for Qualifications (RFQ) for Professional Services Related to Wastewater Treatment Facility Injection Well System Improvement Project  h Order of Business.	
169				
170 171 172 173 174	NINTH	ORDER OF BUSINESS	Consideration of WWTP GMP-E Wastewater Treatment Plant Design-Build Amendment between the District and Florida Design Drilling, LLC	
175	A.	Design Build Amendment		

### В. **Demand Note Agreement**

Mr. Dugan presented the WWTP GMP-E Wastewater Treatment Plant Design-Build Amendment between the District and Florida Design Drilling, LLC and the accompanying documents, which are consistent in form with previously utilized documents.

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On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, the WWTP GMP-E Wastewater Treatment Plant Design-Build Amendment between the District and Florida Design Drilling, LLC, in the total amount of \$13,580,169, was approved.

185 186

### **TENTH ORDER OF BUSINESS**

187 **Consideration of WWTP GMP-G Emergency** 188 Standby Diesel Engine Generator Design-189 Build Amendment between the District 190 and Florida Design Drilling, LLC

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### **Design Build Amendment** Α.

### **Demand Note Agreement** В.

Mr. Dugan presented the WWTP GMP-G Emergency Standby Diesel Engine Generator Design-Build Amendment between the District and Florida Design Drilling, LLC and the accompanying documents, which are consistent in form as previously utilized.

The need to procure the generator and to ensure it is available when needed, was noted.

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201 202

On MOTION by Mr. David Powers and seconded by Mr. Kenny, with all in favor, the WWTP GMP-G Emergency Standby Diesel Engine Generator Design-Build Amendment between the District and Florida Design Drilling, LLC, in the total amount of \$939,556.50, was approved.

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### Mr. Kevin Powers left the meeting briefly.

Discussion ensued about a minor correction to the RFP scores. It was noted that the official scores will be included in the meeting minutes.

209	•	Consideration of Authorization	of Request for C	ualificatio	ons (RFQ) f	or Prof	essional
210		Services Related to Wastew	ater Treatment	Facility	Injection	Well	System
211		Improvement Project					
212		This item, previously the Eighth (	Order of Business,	was pres	ented out o	f order	
213	A.	Evaluation Criteria (under separa	ite cover)				
214	В.	Form Notice of RFQ (under separ	ate cover)				
215		Mr. Dugan presented the Requ	est for Qualificat	ions (RFQ	) for Profe	ssional	Services
216	Relate	ed to Wastewater Treatment Facili	ty Injection Well S	System Im	provement	Project	and the
217	accompanying documents. Given the scope of the project, Staff believes that it is appropriate to			priate to			
218	advertise the RFQ.						
219	It was noted that award of the contract will be considered at the December meeting.			eting.			
220	Mr. Kantarzhi stated that the Evaluation Criteria, provided under separate cover, are as			er, are as			
221	follov	rs:					
222		Ability and Adequacy of Profession	nal Personnel			25 Poi	nts
223		Consultant's Past Performance				25 Poi	nts
224		Geographic Location				20 Poi	nts
225		Willingness to Meet Time and Bu	dget Requirement	S		15 Poi	nts
226		Certified Minority Business Enter	orise			5 Poi	nts
227	Recent, Current and Projected Workloads 5 Points			nts			
228		Volume of Work Previously Awarded to the Consultant by the District 5 Points			nts		
229							
230 231 232		On MOTION by Mr. Kellam and favor, the Request for Qualificat the Wastewater Treatment Facil	ions (RFQ) for Pro ity Injection Well	ofessional System In	Services Re	elated t	О
233 234		and authorizing Staff to advertise	e the RFQ, was ap	proved.			
235							
236 237	ELEVE	NTH ORDER OF BUSINESS			of Resolu		2025-03, District

LEVENTH ORDER OF BUSINESS Consideration of Resolution 2025-03,
Ratifying the Actions of the District
Manager in Redesignating the Time for
Landowners' Meeting; Providing for

**Publication, Providing for an Effective Date** 

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238239

242		Ms. Cerbone presented Resolution 202	5-03.		
243					
244 245 246 247		favor, Resolution 2025-03, Ratifying	onded by Mr. Kevin Powers, with all in the Actions of the District Manager in ners' Meeting; Providing for Publication, dopted.		
<ul><li>248</li><li>249</li><li>250</li><li>251</li><li>252</li></ul>	TWEL	FTH ORDER OF BUSINESS	Acceptance of Unaudited Financial Statements as of September 30, 2024		
253	C.I.	•	Financial Statements as of September 30, 2024.		
254			I be updated to include additional line items for		
255	reven	ues for a variety of projects, such as	es for a variety of projects, such as "Village of Indiantown – interlocal agreement		
256	WWT	P", "Village of Indiantown – interlocal ag	lage of Indiantown – interlocal agreement WWSI", etc., to identify revenue streams		
257	and c	onstruction costs.	on costs.		
258		Discussion ensued regarding budgeting	, invoicing and payment processes.		
259					
260 261 262 263		On MOTION by Mr. Kenny and secon Unaudited Financial Statements as of	ded by Mr. Kellam, with all in favor, the September 30, 2024, were accepted.		
264 265 266	THIRT	TEENTH ORDER OF BUSINESS	Approval of August 12, 2024 Regular Meeting Minutes		
267 268		On MOTION by Mr. Kellam and secondary, the August 12, 2024 Regular Me	onded by Mr. David Powers, with all in eting Minutes, were approved.		
269 270					
271	FOUR	TEENTH ORDER OF BUSINESS	Staff Reports		
272					
273	A.	District Counsel: Kutak Rock LLP			
274		Mr. Dugan stated that the RFQ will like	cely be awarded at the December 2024 meeting.		
275	Const	Construction of non-village improvements is progressing; the timing of bond issuance is being			
276	consid	dered. CDD acquisition processes from	the Developer are ongoing and will increase		
277	betwe	een now and 2025.			

November 11, 2024

TERRA LAGO CDD

304 305

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

206	
306	
307	
308	
309	
310 Secretary/Assistant Secretary	Chair/Vice Chair

November 11, 2024

TERRA LAGO CDD

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS

### TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

### **BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE**

### **LOCATION**

Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
	·	
October 14, 2024* CANCELED	Regular Meeting	1:00 PM
November 5, 2024	Landowners' Meeting	9:15 AM
November 11, 2024**	Regular Meeting	1:00 PM
December 9, 2024	Regular Meeting	1:00 PM
January 13, 2025	Regular Meeting	1:00 PM
February 10, 2025	Regular Meeting	1:00 PM
March 10, 2025	Regular Meeting	1:00 PM
April 14, 2025	Regular Meeting	1:00 PM
May 12, 2025	Regular Meeting	1:00 PM
June 9, 2025	Regular Meeting	1:00 PM
July 14, 2025	Regular Meeting	1:00 PM
August 11, 2025	Regular Meeting	1:00 PM
September 8, 2025	Regular Meeting	1:00 PM

### **Exceptions**

<sup>\*</sup> October meeting date is on Columbus Day holiday.

<sup>\*\*</sup>November meeting date is on Veterans Day holiday.