

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date: November 6, 2007**      **[X] Consent**      **[ ] Regular**  
    **[ ] Ordinance**      **[ ] Public Hearing**

**Department:**

**Submitted By:** County Library/Administration

Submitted For: County Library/Administration

## I. EXECUTIVE BRIEF

**Title and Motion: Staff recommends motion to:**

**A) receive and file** a Grant Agreement for a \$500,000 Construction Grant awarded by the State Division of Library and Information Services for the County Library Expansion Program West Atlantic Avenue (Hagen Ranch Road Branch) Library project, and

**B) approve** Budget Amendment of \$500,000 to establish a new fund for this construction grant.


**Summary:** The Library has received notification that a grant has been awarded for \$500,000 for the West Atlantic Avenue (Hagen Ranch Road Branch) Library expansion project. The Application was approved by the BCC on August 15, 2006 (R2006-1482), with notification of the project funding on August 15, 2007. The Grant Agreement has been signed by the Chairperson in accordance with the authorization given with the approval of agenda item R2006-1482. A budget amendment is required since these grant funds were not included in the FY 2007 or FY 2008 budgets. District 5 (TKF)

### Background and Justification:

This grant will assist in funding the County Library's West Atlantic Avenue Branch expansion and will be used towards the cost of construction. In August 2006, and in conjunction with the Library Expansion Program Phase 2 (approved by the BCC in August 2002), the Library applied to the State for three (3) public library construction grants and was awarded one \$500,000 grant for the West Atlantic Avenue (Hagen Ranch Road Branch) Library.

**Attachments:**

1. Grant Agreement
2. Notification of Funding
3. R-2006-1482
4. Budget Amendment

Recommended By:  (John J. Callahan III) October 4, 2007  
Department Director Date

Approved By:  10-18-07  
Assistant County Administrator Date



PROJECT NUMBER: 08-PLC-21

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF LIBRARY AND INFORMATION SERVICES  
PUBLIC LIBRARY CONSTRUCTION**

**GRANT AGREEMENT**

This AGREEMENT, executed and entered into Sept. 27, 2007,

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter Referred to as the DIVISION, and the

GRANTEE: Palm Beach County Board of County Commissioners

the PROJECT: West Atlantic Avenue Branch Library

the GRANT AMOUNT: Five hundred thousand dollars (\$500,000)

Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State, and to Palm Beach County Board of County Commissioners, 3650 Summit Boulevard, West Palm Beach, FL, 33406, for the GRANTEE. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

The DIVISION, as administrator of state funds provided under Section 257.191, *Florida Statutes*, has approved an application for public library construction funds submitted by the GRANTEE, which application is by reference herein made a part of this agreement. The GRANTEE, acting under the authority vested in it for the establishment and maintenance of a free public library, has applied for construction funds. The DIVISION and the GRANTEE are willing to cooperate for the implementation of a public library construction project.

The parties hereto agree as follows:

I. The GRANTEE agrees:

- A. To provide sufficient, eligible and unencumbered funds to be used for public library construction.
- B. To provide an approved site and building plans and specifications prepared by a licensed architect. Submit the final drawings and specifications to the DIVISION for review prior to the award of a construction contract. Award a construction contract within 540 days from the date of the grant award.
- C. To provide and maintain competent and adequate engineering or architectural supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the DIVISION.
- D. To expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures from grant funds shall not be made for general operating expenses such as salaries, travel, personnel, or office supplies. Grant funds will not be used for lobbying the Legislature, the judicial branch or any state agency.
- E. To submit changes in the construction contract to the DIVISION for approval if they:
  1. alter the approved building floor space or space relationships;
  2. alter the approved function or services of any part of a facility;
  3. change the location, size, or quantity of any approved fixed equipment;
  4. transfer funds from the approved equipment budget to the construction budget, or vice versa;

5. affect design life safety features of the facility or requirements for elimination of architectural barriers for the handicapped.
- F. To include in the construction contract provisions for a Performance and Payment Bond and other financial assurances as to the contractor's ability to comply with said contract provisions, pursuant to Section 255.05, Florida Statutes.
- G. To establish and maintain a proper accounting system in accordance with generally accepted accounting principles.
- H. To provide the DIVISION, through any authorized representative, access to the site and access to and the right to examine all records, books, papers, or other documents related to the PROJECT.
- I. To notify the DIVISION of the date and time of final inspection in order to afford DIVISION participation in such inspection for purpose of concurring in the final acceptance of the building.
- J. To provide, without discrimination, free use of the library services to all residents of the area served.
- K. That it will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- L. To comply with the Executive Order 11988, Flood Plain Management.
- M. To comply with the provisions of Section 257.191, Florida Statutes, and the regulations implementing the law, including Sections 553.501-553.513, Florida Statutes, relating to accessibility by persons with disabilities, and the Americans with Disabilities Act of 1990.
- N. To the use of the building exclusively for the public library purposes for which constructed or altered. A change in its use must be approved by the DIVISION.
- O. In the event that the GRANTEE expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the GRANTEE must have a State single or project-specific audit 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. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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.

In connection with the audit requirements addressed in part O., paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the GRANTEE's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at [www.fsaa.state.fl.us](http://www.fsaa.state.fl.us).

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General  
Florida Department of State  
Clifton Building, Suite 320  
2661 Executive Center Circle  
Tallahassee, FL 32301

2. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450

II. The DIVISION agrees to:

- A. Provide funds, in accordance with the terms of this agreement and to the extent that the appropriation for this project is released to the DIVISION for the PROJECT. Should the GRANTEE fail to expend the amount of local funds certified in the application, the DIVISION will match the local funds on a dollar for dollar basis to a maximum of the grant award.
- B. Make payments according to the schedule contained in the Library Construction Guidelines and Application packet, subject to any special conditions stipulated by the Department of Financial Services, State of Florida.
- C. Conduct a periodic check of the PROJECT, including participation in the final inspection, when feasible.

III. The GRANTEE and the DIVISION mutually agree that:

- A. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communication, representation, or agreement, either verbal or written between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- B. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- C. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term of provision shall be deemed stricken.
- D. The DIVISION shall demand the return of monies delivered and withhold subsequent payments if violations occur which disqualify the project from the grant under which they were provided, if monies were improperly expended or managed or if records of proper expenditure are not prepared, preserved or surrendered as required by this agreement.
- E. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

- F. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under this agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide the GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE'S control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
- G. The DIVISION shall cancel this Agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE.
- H. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE, beyond that already incurred by the termination date. In the event of a state revenue shortfall, the grant will be reduced in accordance with Section 257.195, Florida Statutes.
- I. Bills for fees and services must be maintained in detail sufficient for a proper preaudit and postaudit thereof.
- J. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest or the cost of collection.
- K. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- L. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- M. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
- N. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- O. The GRANTEE, its officers, agents and employees, in performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

- P. The GRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the DIVISION, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE'S obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the DIVISION to another government entity pursuant to section 20.06, Florida Statutes, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- Q. This agreement shall bind the successors, assigns and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- R. The term of this agreement will commence on the date of execution of the agreement.

**THE GRANTEE:**

**PALM BEACH COUNTY, FLORIDA, a**  
**Political Subdivision of the State of Florida:**

**BOARD OF COUNTY COMMISSIONERS**

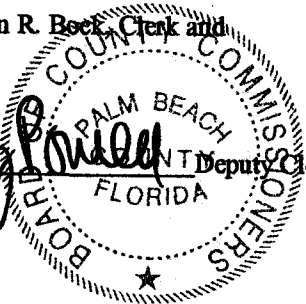
By: Addie L. Greene  
Addie L. Greene, Chairperson

**THE DIVISION**

Judith A. Ring  
Judith A. Ring, Director  
Division of Library and Information Services  
Department of State, State of Florida

**ATTEST: Sharon R. Boek, Clerk and**  
**Comptroller**

By: Mary Powell  
Mary Powell, Deputy Clerk



Ege Lewis  
Witness

Alisa Gorb  
Witness

John J. Callahan III  
Approved as to terms and conditions  
John J. Callahan III, Library Director

**APPROVED AS TO FORM AND LEGAL**  
**SUFFICIENCY**

[Signature]  
Assistant County Attorney

Attachment 2  
Nov. 6, 2007

3N1  
Page 1 of 4



## FLORIDA DEPARTMENT of STATE

**CHARLIE CRIST**  
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

**KURT S. BROWNING**  
Secretary of State

August 15, 2007

James Farrell, Project Manager  
Palm Beach County Library System  
3650 Summit Boulevard  
West Palm Beach, FL 33406

Subject: Public Library Construction Grant Awards – FY 2007-2008

Project: 08-PLC-21 West Atlantic Avenue Branch Library

Dear Mr. Farrell:

The Division of Library and Information Services has been advised of a State General Revenue appropriation for Public Library Construction Grants for FY 2007-2008. I am pleased to advise you that the project identified above was funded.

The "Public Library Construction Grant Information" sheet contains important information that you need to know about your grant. Also, check for any grant requirements that may be included under "Terms and Conditions" on the Notification of Grant Award.

In light of the current budget situations, we are aware that some grant recipients may have difficulties implementing their construction projects. If this is true in your case, please advise us as soon as possible.

Please contact Marian Deeney, Library Program Administrator in the Grants Office, for assistance if you have any questions or need more information. She can be reached at (850) 245-6620 or [mdeeney@dos.state.fl.us](mailto:mdeeney@dos.state.fl.us).

Sincerely,

Judith A. Ring  
State Librarian

c: John J. Callahan, III, Director, Palm Beach County Library System

### DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250  
(850) 245-6600 • FAX: (850) 245-6735 • TDD: (850) 922-4085 • <http://dis.dos.state.fl.us>

COMMUNITY DEVELOPMENT  
(850) 245-6600 • FAX: (850) 245-6643

STATE LIBRARY OF FLORIDA  
(850) 245-6600 • FAX: (850) 245-6744

STATE ARCHIVES OF FLORIDA  
(850) 245-6700 • FAX: (850) 488-4894

LEGISLATIVE LIBRARY SERVICE  
(850) 488-2812 • FAX: (850) 488-9879

RECORDS MANAGEMENT SERVICES  
(850) 245-6750 • FAX: (850) 245-6795

ADMINISTRATIVE CODE AND WEEKLY  
(850) 245-6270 • FAX: (850) 245-6282

**PUBLIC LIBRARY CONSTRUCTION GRANTS  
NOTIFICATION OF GRANT AWARD  
Fiscal Year 2007-2008**

**Recipient:**

Palm Beach County Board of County Commissioners  
Palm Beach County Library  
3650 Summit Boulevard  
West Palm Beach, FL 33406  
James Farrell, Project Manager

**Project Start Date:**

Upon execution of grant agreement

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA #</u>	<u>AWARD</u>
West Atlantic Avenue Branch Library	08-PLC-21	45.020	\$500,000

**TERMS AND CONDITIONS**

- The following material must be submitted to the Division for approval no later than November 16, 2007:
  4. Specific location of site and a narrative evaluation of the site of the building to be constructed, expanded, or remodeled that is prepared and signed by a professional librarian, who has completed a library education program accredited by the American Library Association, functioning as a building consultant. The professional librarian functioning as the building consultant may be a library staff member and may also be the project manager. The site evaluation should justify the choice of site considering:
    - a. Plans for future expansion or growth;
    - b. Community growth and traffic pattern projections for the future;
    - c. Adequate parking, taking into consideration local zoning and building codes, or standards;
    - d. Convenient access to major pedestrian and vehicular traffic routes; and
    - e. Physical characteristics of the site.
  2. Assurances, such as a deed, showing that the applicant has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the applicant's governing body, that the applicant has unconditional use of the site and the building. If a resolution is used as proof, it shall state whether the applicant owns or leases the site and building.
  3. A comparison of the proposed project to .6 square feet per capita for total floor space and standards for library facilities and services. Cite standards used and the source of standards. This shall include at a minimum:
    - a. Total floor space;
    - b. The amount and kind of space required for all library functions, including both public and staff areas, meeting space, and space for specific services;
    - c. Shelving required;

- d. Staffing required;
- e. Lighting required; and
- f. Telecommunications and electrical requirements.

- 4. A list of the kind and amount of initial furniture and equipment needed for the project.
- 5. Subsurface soil analysis. This analysis, which involves soil borings, is to assure that the site can support the weight of a library building. The analysis is required for the following:
  - a. New construction;
  - b. Expansion of existing library facility onto previously unbuilt land, including parking lots; or
  - c. Projects involving an existing building that was not previously used as a library building.

If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.

- 6. Certification that the construction project will be in compliance with Federal Executive Order 11988 Floodplain Management, as amended by Executive Order 12148, including certification that the use of flood plains in connection with the construction will be avoided as far as practicable.

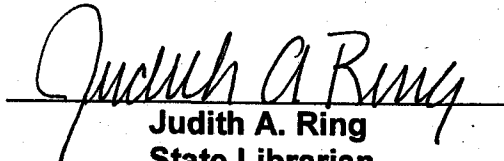
If problems are identified, the Division must be informed of how the problems will be corrected.

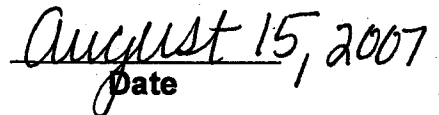
- 7. Assurance that the site selected for the construction project does not interfere with the protection of properties listed in the National Register of Historic Places in accordance with Section 267.061, *Florida Statutes*. This assurance can be obtained from the Department of State, Division of Historical Resources.
- 8. Certification by grantee's governing body such as a resolution, or, a signed document from the person or position designated by the grantee's governing body in the resolution submitted with the application, that the grantee will competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiations. This also includes contracts for construction management services or design-build contracts. Such awards to a private sector contractor must be permitted by applicable municipal or county ordinance, by special district resolution or by state law including Section 255.20, *Florida Statutes*. If competitive negotiations are used, the award shall be in accordance with Section 287.055, *Florida Statutes*.
- The following material must be submitted to the Division no later than 30 days prior to the construction project being let for bid or Guaranteed Maximum Price being awarded. This also includes contracts for construction management services, or design-build contracts.
  - 1. Final floor plan with furnishings and equipment;
  - 2. Final site plan; and
  - 3. Final elevations.

Submit one set of specifications and two sets of drawings prepared by a licensed architect. Once set of these plans shall be 24" x 36" or 30" x 42" and the other shall be 11" x 14".

If there are changes in the design or size of the building, the grantee shall provide revised floor plans, site plans, and elevations to the Division.

- A contract for construction must be awarded no later than February 6, 2009.

  
Judith A. Ring  
State Librarian

  
Date

**Florida Department of State, Division of Library and Information Services  
R.A. Gray Building, Tallahassee, Florida 32399-0250, (850) 245-6620, SUNCOM 205-6620**

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Agenda Item #: 3N3

MIA 6-0  
mc 923  
R-2006-1482  
THU  
R-2006-1485

Meeting Date: August 15, 2006 ☒ [X] Consent ☐ [ ] Regular  
☐ [ ] Ordinance ☐ [ ] Public Hearing  
Department:  
Submitted By: County Library/Administration  
Submitted For: County Library/Administration

R-2006-1482  
- 1485

I. EXECUTIVE BRIEF


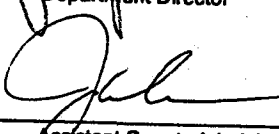
**Title and Motion:** Staff recommends motion to: **A) approve** three (3) Public Library Construction Grant applications totaling \$1.5 million to the Florida Department of State, Division of Library and Information Services for the following Library Expansion Program (LEP) projects: West Atlantic Avenue (Hagen Ranch Road Branch); West Boca Branch Library; West Lantana (Lawrence Road Branch); and **B) approve** Certification of Exclusive Use as a Public Library; and **C) authorize** the Chairman to execute the grant agreements and any other necessary forms and certifications.

**Summary:** These grants are being resubmitted as they were not funded in the State's FY 2007 budget. Each grant application is for \$500,000 with local matching funds of \$500,000. If awarded, grant funds will be used towards the cost of construction, thus freeing up other funds for furnishing and equipping these libraries. The projected cost of each project is: West Atlantic Avenue (Hagen Road Branch)-\$10,150,101; West Boca Branch-\$4,547,600; and West Lantana (Lawrence Road Branch)-\$8,949,020. These projects will be completed whether the grants are funded or not. The operational costs will be funded through the Library's operating budget. Countywide (TKF)

**Background and Justification:** In August, 2002, the BCC approved the Library Expansion Program Phase 2 and the placing of a bond referendum before the voters in the Library District (R-2002-1460). In November, the voters overwhelming approved a \$55 million bond issue to assist in financing the Library Expansion Program. All projects in LEP2 are scheduled for completion by 2010.

**Attachments:**

1. Three Applications (2 copies each)
2. Certification of Exclusive Use as a Public Library (2 copies)

Recommended By:  (John J. Callahan III) 7/19/06  
Department Director Date  
Approved By:  7/31/06  
Assistant County Administrator Date

C: to F+F 4/2006  
+ James 8/2006

Item # 3N3  
8/15/06

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<1,500,000>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b>&lt;1,500,000&gt;</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?			Yes_	No_X	
Budget Account No.:	Fund_	Dept_	Unit_	Object	
		Program			

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Source: Library Construction Grant Funds

Impact: The award of grant funds would allow a redistribution of bond revenue to cover other project costs.

Departmental Fiscal Review: Lavinia D. Gardner  
(Lavinia Gardner, Chief Financial Officer)

## III. REVIEW COMMENTS:

OFMB Fiscal and/or Contract Dev. And Control Comments:

If these grants are awarded, there is the possibility of receiving additional revenues up to \$1,500,000.

OFMB 7/25/06

Legal Sufficiency:

7/21/06 7-406

Contract Dev. And Control 7/26/06

This item complies with current County policies.

Assistant County Attorney 7/31/06

Other Department Review:

Department Director

①

Florida Department of State, Division of Library and Information Services  
**PUBLIC LIBRARY CONSTRUCTION GRANT**  
**APPLICATION R2006 1482**  
Application Deadline: August 11, 2006      **AUG 15 2006**

**I. APPLICANT INFORMATION**

**A. LEGAL NAME OF APPLICANT (Government)**

Palm Beach County Board of County Commissioners

Street 3650 Summit Blvd. City West Palm Beach Zip 33406 County Palm Beach

Name of Chairman of Applicant's Governing Authority Tony Masilotti

Federal Employer Identification (FEID) Number 59-6000785

**B. NAME OF LIBRARY DIRECTOR** John J. Callahan III

Telephone (561) 233-2799 Fax (561) 233-2644 E-mail callahanj@pbclibrary.org

Library Palm Beach County Public Library System

Street 3650 Summit Blvd. City West Palm Beach Zip 33406

**C. NAME OF PROJECT MANAGER** James Farrell

Title Capital Improvements Project Specialist

Agency, organization or governmental unit Palm Beach County Library

Street 3650 Summit Blvd. City West Palm Beach Zip 33406

Telephone (561) 233-2763 Fax (561) 233-2650 E-mail farrellj@pbclibrary.org

**D. NAME OF BUILDING CONSULTANT (MLS degree)** John J. Callahan III

Street 3650 Summit Blvd. City West Palm Beach Zip 33406

Telephone (561) 233-2799

**E. NAME OF REGISTERED ARCHITECT** Ian Nestler

Street 791 Park of Commerce Blvd. Suite 400 City Boca Raton Zip 33487

Telephone (561) 988-4002 Registration Number AR12428

**F. INDICATE IF CONSIDERING STARTING THE CONSTRUCTION PROJECT PRIOR TO THE GRANT AWARD**      YES X NO

## II. PROPOSED PROJECT

A. Name of Proposed Facility West Atlantic Avenue (Hagen Ranch Road Branch)

B. Type Construction Project (check one):

☒ New Building      ☐ Expansion      ☐ Remodeling

C. Building to be Used as (check one):

<input type="checkbox"/> Single county library headquarters	<input checked="" type="checkbox"/> Single county branch or library cooperative member
<input type="checkbox"/> Multicounty or library cooperative headquarters	<input type="checkbox"/> Independent municipal library (headquarters)
<input type="checkbox"/> Multicounty or library cooperative branch or member (more than one library in county)	<input type="checkbox"/> Independent municipal library (branch)
<input type="checkbox"/> Multicounty or library cooperative branch or member (only library in county)	

## III. PROJECT DATA

### A. Floor Area in Square Feet

1. Facility prior to project (Check one and give square feet where applicable):

- ☐ a. No facility currently exists
- ☒ b. A facility currently exists, but will not be used as a library after project completion 16,500 sq. ft.
- ☐ c. A facility currently exists and will be used by library after project (may be present library or another building) \_\_\_\_\_ sq. ft.

2. New facility to be constructed 34,000 sq. ft.

3. Expansion of existing facility

Square footage of existing building	_____ sq. ft.
Square footage of the portion of building to be expanded	_____ sq. ft.
Total square feet of building after expansion	_____ sq. ft.

4. Remodeling of existing facility (not included in # 3) \_\_\_\_\_ sq. ft.

### B. Geographical Area And Population To Be Served By Proposed Facility:

1. Name of city(s), county(s) or region. (If the service area does not conform to city or county boundaries, give the location and population by census tracts.) \_\_\_\_\_

West Atlantic Avenue (Hagen Ranch Road Branch) - 65,555

2. Current population 843,859

The population should be from the most current Florida Estimates of Population, University of Florida.

#### IV. ESTIMATED COST OF PROJECT

##### A. Funds By Category (Indicate project cost by applicable categories):

1. Architect's Fees (include planning costs)	\$ <u>513,600</u>
2. Site Acquisition	\$ _____
3. Acquisition cost of building	\$ _____
4. New Construction	\$ <u>10,150,101</u>
5. Expansion of existing building	\$ _____
6. Remodeling of existing building	\$ _____
7. Initial Equipment	\$ <u>540,440</u>
8. Other (Specify)	\$ <u>1,070,000</u>
<u>Miscellaneous and Contingency</u>	
9. TOTAL (Must equal B.4)	\$ <u>12,274,141</u>

##### B. Source of Funds:

1. Local funds available	\$ <u>11,774,141</u>
2. Amount of funds requested from the Public Library Construction Grant Program (State General Revenue)	\$ <u>500,000</u>
3. Amount of funds requested from other State sources	\$ _____
4. TOTAL (Must equal A.9)	\$ <u>12,274,141</u>

If total above includes funds already spent, please specify amounts, type and dates of expenditures. (Appraisal costs and incidental purchase costs such as surveys, title insurance, legal fees, etc., are not eligible expenditures and are not reimbursable.)

	<u>Amount</u>	<u>Dates</u>
Advance plans	\$ _____	_____
Estimates	\$ _____	_____
Acquisition of Lands	\$ _____	_____
Other (Specify)	\$ _____	_____

08 - 0039

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BGRV 321 100407 - 111  
BGEX 321 100407 - 1331

BUDGET AMENDMENT  
FUND 3753 LIBRARY CAPITAL GRANTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/07	REMAINING BALANCE
<u>REVENUES</u>							
<u>WEST ATLANTIC AVENUE EXPANSION</u>							
321-L057 3471 State Grnt Aid To Libraries	0	0	500,000		500,000		
<hr/>							
TOTAL RECEIPTS & BALANCES	700,000	700,000	500,000	0	1,200,000		
<u>EXPENDITURES</u>							
<u>WEST ATLANTIC AVENUE EXPANSION</u>							
321-L057 6502 Building Construction - CIP	0	0	500,000		500,000	0	500,000
<hr/>							
TOTAL APPROPRIATIONS & EXPENDITURES	700,000	700,000	500,000	0	1,200,000		

PALM BEACH COUNTY

LIBRARY SYSTEM

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF NOVEMBER 6, 2007

Deputy Clerk to the  
Board of County Commissioners

atn  
10-11-07