

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2009

Consent
 Workshop

Regular
 Public Hearing

Department:

Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: A Resolution approving a Roadway Transfer Agreement with the State of Florida Department of Transportation (FDOT), to transfer SR-807 (Congress Avenue) from Lantana Road to SR-802 (Lake Worth Road) to Palm Beach County (County).

SUMMARY: Approval of this Agreement will transfer all responsibility for the road right-of-way and for operation and maintenance of the roadway, including bridges, to the County. The FDOT gives up all rights to the roadway, including the right-of-way, except as may be specified in this agreement.

District 3 (MRE)

Background and Justification: This agreement will transfer the segment of SR-807 (Congress Avenue) from Lantana Road to SR-802 (Lake Worth Road) from the Florida Department of Transportation (FDOT) to Palm Beach County (County). The roadway transfer will also transfer the existing beautification agreements that FDOT has with the City of Atlantis to the County. The transfer of the roadway from FDOT to the County will facilitate construction of Congress Avenue from south of Lantana Road to south of Melaleuca Lane (Project) which is included in the Palm Beach County Five Year Road Program. As part of the Project the County is anticipating \$6,125,000 in federal funds through the Federal Highway Administration's Local Agency Program.

Attachments:

1. Location Sketch
2. Agreement (7 originals)
3. Beautification Agreement with City of Atlantis (3/22/01)
4. Beautification Grant Agreement with City of Atlantis (2/5/94)
5. FDOT Right-of-way maps for SR-807/ Congress Avenue (Segment No. 229892-1)
6. FDOT Right-of-way maps for SR-807/ Congress Avenue (Section No. 93580-2604)
7. Resolution (7 originals)

Recommended by: *Ornela A Fernandez* 4/3/09
Division Director Date

Approved By: *Sybil Webb* 4/28/09
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	<u>\$18,000</u>	<u>\$18,000</u>	<u>\$18,000</u>	<u>\$18,000</u>	<u>\$18,000</u>
External Revenues	<u>-0-</u>	<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>
NET FISCAL IMPACT	<u>\$18,000</u>	<u>\$18,000</u>	<u>\$18,000</u>	<u>\$18,000</u>	<u>\$18,000</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes x No _____
Budget Acct No.: Fund 1201 Dept. 360 Unit 2220/2230 Object Various
Program

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

Roadway Maintenance \$8,000/mile/year	\$16,000
Bridge Maintenance \$2,000/year	<u>2,000</u>
Annual Maintenance	\$18,000

Maintenance costs are included in FY 2009 budget. Subsequent year amounts are subject to Board approval of future budgets.

C. Departmental Fiscal Review: Atwillhite

III. REVIEW COMMENTS

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

Jim Dun 4/29/09
OFMB 4/29/09 CW 4/29/09

Dr. J. Jacobson 4/30/09
Contract Dev and Control 4/30/09

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

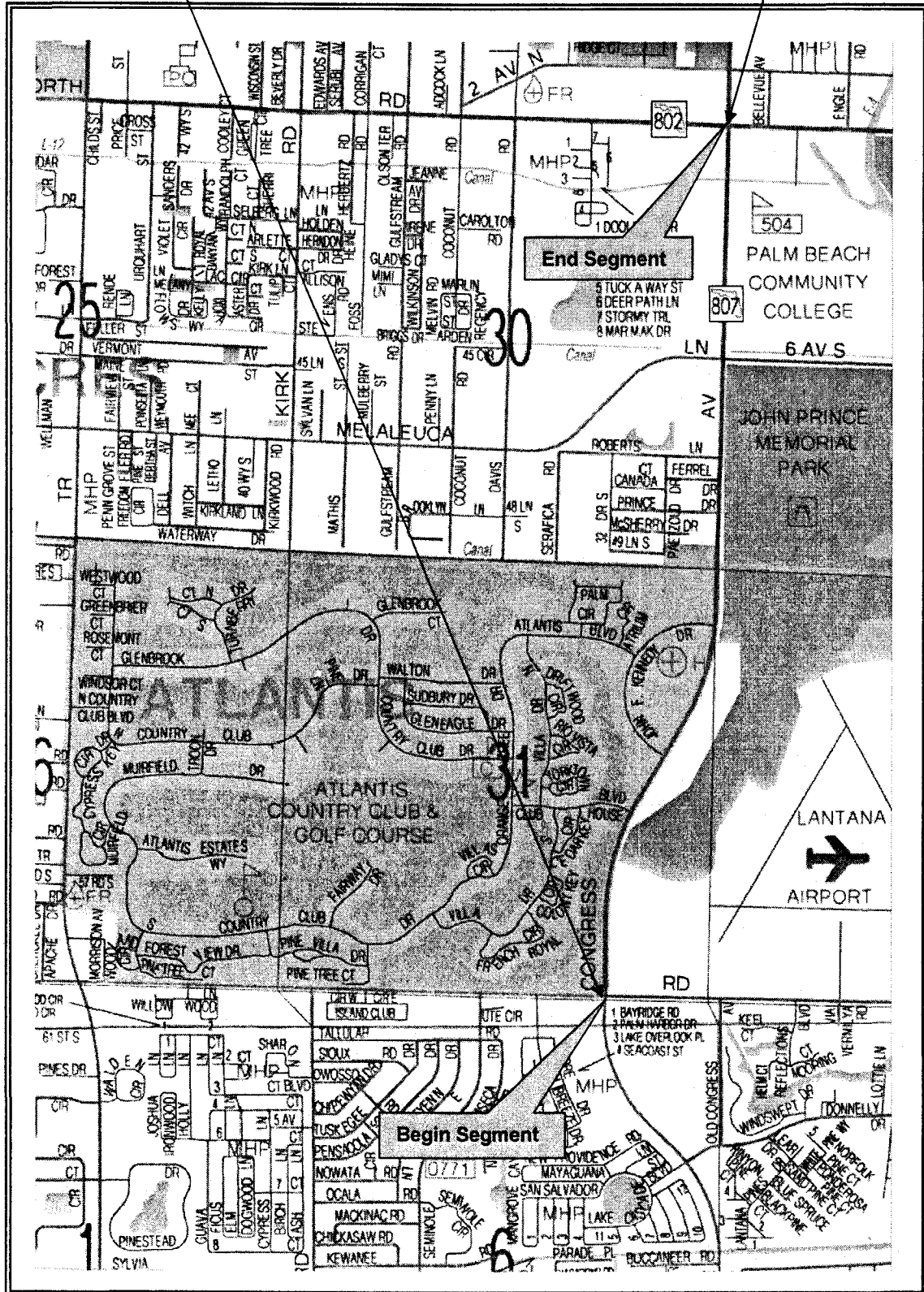
Morgan R. [Signature] 4/30/09
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**ROADWAY SEGMENT LOCATION
SR 807/ CONGRESS AVENUE
LANTANA ROAD TO SR 802/LAKE WORTH ROAD**



LOCATION MAP

**Congress Avenue Roadway Transfer Agreement
From the FDOT to Palm Beach County
Limits: from Lantana Road (CR-812) North to Lake Worth Road (SR-802)**

THIS AGREEMENT, made and entered into this _____ day of, 2009, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, hereinafter called the COUNTY;

WITNESSETH

WHEREAS, the COUNTY, has requested the transfer of Congress Avenue to the County Road System, and this transfer is mutually agreed upon, between the COUNTY and the DEPARTMENT and,

WHEREAS, the effective date of completion by the FDOT for State FM No.229892-1 (Congress Avenue PD&E Study) was December 15, 2005 and the COUNTY has agreed to the transfer of jurisdiction of the roadway section of Congress Avenue from Lantana Road north to Lake Worth Road.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide. The commencement of jurisdictional and maintenance responsibilities is the date of the approval of the roadway transfer by the Secretary of the Department.

- (a) The COUNTY accepts all responsibility for the road right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer...
- (b) The COUNTY shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.
- (c) The COUNTY shall be responsible for the continuation of any existing landscaping agreements with private companies.
- (d) The DEPARTMENT gives up all rights to the roadway, including the right of way, except as may be specified in this agreement.
- (e) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to Congress Avenue, shall be transferred at the same time and in the same manner as jurisdictional responsibility.
- (f) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the COUNTY agrees to maintain the resources in accordance with Cultural Resource Management Coordinator recommendations. No evidence of historical or archaeological resources have been identified however the COUNTY agrees not to adversely affect any such resources if found after the transfer.

- (g) Existing deeds or right-of-way maps will be recorded, by the DEPARTMENT, in the public land records of Palm Beach County.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

For communication purposes, the parties may be reached at the following addresses and phone numbers.

<p>Florida Department of Transportation Gustavo Schmidt, P.E. District Planning and Environmental Engineer 3400 West Commercial Boulevard Fort Lauderdale, Florida 33309-3421 Telephone: (954) 777-4601</p>	<p>Palm Beach County Tanya N. McConnell, P.E. Deputy County Engineer 2300 North Jog Road West Palm Beach, Florida 33411-2745 Telephone: (561) 684-4019</p>
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Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of the Agreement.

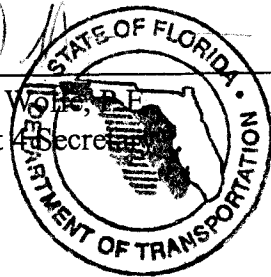
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COMMISSIONERS**

BY: _____
John F. Koons, Chairperson

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

BY: _____
James Wolfe, P.E.
District 4 Secretary



SEAL

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

APPROVED AS TO FORM:

District 4 Legal Counsel

BY: _____
(Deputy Clerk)

ATTEST:

Nancy Ugo

APPROVED AS TO TERMS AND
CONDITIONS:

BY: *BY [Signature]* _____
Ornelis A. Fernandez

SEAL

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

BY: _____
Assistant County Attorney

**DISTRICT FOUR (4)
HIGHWAY BEAUTIFICATION GRANT AND
MAINTENANCE MEMORANDUM OF AGREEMENT
DSF-REIMB
CONTRACT NUMBER AJ 916
Palm Beach MPO 2000/2001**

THIS AGREEMENT, made and entered into this day of 3/22/01, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "DEPARTMENT" and the CITY OF ATLANTIS a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "AGENCY".

WITNESSETH

WHEREAS, as part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain a six (6) lane highway facility as described in Exhibit "A" attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY is of the opinion that said highway facility that contains ~~landscape medians and areas outside the travel way to the right of way line~~, excluding sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. 01-02 dated 2/21/01 attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The AGENCY hereby agrees to install or cause to be installed landscaping on the highway facility as specified in plans and specifications included as Exhibit "B", with if any, the following exceptions and conditions:
 - A. The current Florida of Department of Transportation Roadway and Traffic Design Standard index 546 must be adhered to,
 - B. Clear zone/horizontal clearance as specified in the Plans Preparation Manual - Metric Volume 1, Chapter 2 must be adhered to as outlined on relevant sheets in Exhibit D,
 - C. Landscaping shall not obstruct roadside signs or permitted outdoor advertising signs,
 - D. If irrigation is to be installed, the Department shall be provided accurate as built plans

of the system so if in the future there is a need for the Department to perform work in the area, the system can be accommodated as much as possible,

- E. If it becomes necessary to provide utilities to the median or side areas (water/electricity) it shall be the **AGENCY'S** responsibility to obtain a permit for such work through the local maintenance office
- F. During the installation of the project and future maintenance operations, maintenance of traffic shall be in accordance with the 1988 edition of the MUTCD and the current Department Roadway and Traffic Design Standards (series 600),
- G. The **AGENCY** shall provide the local maintenance office located at 7900 Forest Hill Boulevard, West Palm Beach, Fl 33413, a twenty-four (24) hour access telephone number and the name of a responsible person that the department may contact,
- H. If there is a need to restrict the normal flow of traffic it shall be done on off peak hours (9AM to 3PM),
- I. The **AGENCY** shall be responsible to clear all utilities, including the signal system communication cable, within the project limits
- J. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the project,

2. The **AGENCY** agrees to maintain the landscaping and irrigation (if applicable) within the median and areas outside the travel way to the right of way line, excluding sidewalk and crosswalks, unless constructed with other than concrete or asphalt at the **AGENCY'S** request, by periodic trimming, cutting, mowing, fertilizing, litter pickup and necessary replanting, following the Department's landscape safety and plant care guidelines. The **AGENCY's** responsibility for maintenance shall include all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median, crosswalks, and areas outside the travel way to the right-of-way line on Department of Transportation right-of-way within the limits of the Project. Such maintenance to be provided by the **AGENCY** is specifically set out as follows:

To maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard. To maintain also means to keep the header curbs that contain the hardscape in optimum condition. To maintain also means to keep litter removed from the median and areas outside the travel way of the right of way line. Plants shall be those items

which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

The above named functions to be performed by the AGENCY, shall be subject to periodic inspections by the Department. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding payment reduction, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the Department.

3. If at any time after the AGENCY has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the Department's District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY to place said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:
 - (a) Complete the installation or part thereof, with Department or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or
 - (b) Maintain the landscaping or a part thereof, with Department or Contractor's personnel and invoice the AGENCY for expenses incurred, or
 - (c) Terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove, by Department or private contractor's personnel, all of the landscaping installed under this Agreement or any preceding agreements except as to trees and palms and charge the AGENCY the reasonable cost of such removal.
4. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the Department. The AGENCY shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the Department may remove the same and any mitigation required for remaining landscape/hardscape shall be the responsibility of the AGENCY.
5. The Department agrees to reimburse the AGENCY an amount not to exceed \$63,372, as defined in Attachment "C". Subject to this limit, the Department will pay only for the following costs:

- (a) Sprinkler/irrigation system
- (b) Plant materials and fertilizers/soil amendments.
- (c) Paver bricks, header curbs & other hardscape items.

The Department's participation in the project cost, as described in Attachment "C" is limited to only those items which are directly related to this project. Payment shall not be made until (1) certification of acceptance is received from the AGENCY's Landscape Architect/or designee and (2) a Department Landscape Architect and/or his designee has approved the project for final payment.

- (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, Florida Statutes.
- (b) Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.
- (c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, and bills for travel expenses specifically authorized by this Agreement, if any, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
- (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the AGENCY's general accounting records, together with supporting documents and records, of the contractor and all subcontractors performing work, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- (e) The AGENCY agrees to return all monies received under the terms of this Agreement, to the Department, should the landscaped area fail to be maintained in accordance with the terms and conditions of this Agreement.

6. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department, if the AGENCY fails to perform its duties under Paragraph 3, following ten (10) days written notice.
- (b) By the Department, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119,

Florida Statutes and made or received by the AGENCY in conjunction with this Agreement.

7. The term of this Agreement commences upon execution.
8. To the extent permitted by law, the AGENCY shall indemnify and hold harmless the Department, its officers and employees from all suits, actions, claims and liability arising out of the AGENCY's negligent performance of the work under this Agreement, or due to the failure of the AGENCY to construct or maintain the project in conformance with the standards described in Section 2 of this agreement.
9. The AGENCY may construct additional landscaping within the limits of the right-of-ways identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscaping shall be subject to approval by the Department. The AGENCY shall not change or deviate from said plans without written approval by the Department.
 - (b) All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;
 - (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscaping installed;
 - (d) No change will be made in the payment terms established under item number five (5) of this Agreement due to any increase in cost to the AGENCY resulting from the installation of landscaping added under this item.
10. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
11. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. The Department's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
13. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the Department.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the Agreement and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

AGENCY

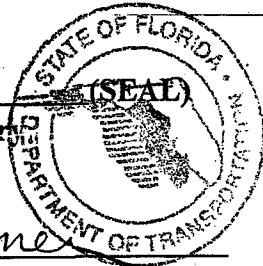
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *Sheldon S. Shaver*
Mayor or Chairman

By: *Rich Chason*
District Secretary

Attest: *Barbara Monticello* (SEAL)
City Clerk

Attest: *Maria Enting* (SEAL)
Executive Secretary



Jula White
Legal Approval

Kare Kame
Legal Approval

SECTION NO. 93006
FIN NO.(s): 41090315801
COUNTY: Palm Beach
S.R. NO.: 807

EXHIBIT "A"

PROJECT LOCATION _____
State Road 807 (Congress Avenue)

SECTION NO.: 93006
FIN NO.(s): 41090315801
COUNTY: Palm Beach
S.R. NO.: 807

EXHIBIT "B"

The Department agrees to reimburse the AGENCY for the installation of the project as reflected in the plans attached hereto and incorporated herein.

SECTION NO: 93006
FIN NO.(s): 41090315801
County : Palm Beach
S.R. NO.: 807

**ATTACHMENT "C"
(GENERAL)**

PROJECT COST

This Exhibit forms an integral part of the Highway Beautification Grant Agreement between the State of Florida, Department of Transportation and the AGENCY.

Dated February 21, 2001

I. PROJECT COST: \$126,744.00

Department of Transportation	\$ 63,372.00
City of Atlantis	<u>63,372.00</u>

TOTAL \$126,744.00

RESOLUTION NO. 01-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA AUTHORIZING THE MAYOR OF ATLANTIS TO SIGN A CERTAIN "DISTRICT FOUR (4) HIGHWAY BEAUTIFICATION GRANT AND MAINTENANCE MEMORANDUM OF AGREEMENT" WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; WHICH AGREEMENT PROVIDES FOR THE STATE TO REIMBURSE THE CITY IN AN AMOUNT NOT TO EXCEED \$63,372 FOR THE INSTALLATION OF CERTAIN HIGHWAY LANDSCAPING IMPROVEMENTS; PROVIDING FOR MO THORNTON, CITY MANAGER, TO ACT AS THE AUTHORIZED REPRESENTATIVE CONTACT IN CONNECTION WITH THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlantis (the "City") desires to enter into a certain "District Four (4) Highway Beautification Grant and Maintenance Memorandum of Agreement" (the "Agreement") with the State of Florida Department of Transportation (the "State") in order to receive reimbursement of up to \$63,372 for certain highway landscaping improvements; and

WHEREAS, the State requires evidence of the City's desire to enter into the Agreement and authorization for the Mayor to execute same; and

WHEREAS, the City Council of the City of Atlantis, Florida believes that it is in the best interests of the health, safety and welfare of its citizens to authorize the Mayor to execute the Agreement so that the City may benefit from the resources available from the state.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, THAT:

Section 1: The City Council of the City of Atlantis, a municipal corporation, hereby approves the Agreement, authorizes its Mayor to execute the Agreement with the State and authorizes Mo Thornton, City Manager, to act as the Authorized Representative Contact in connection with the Agreement and/or to provide information to the appropriate participating parties as needed.

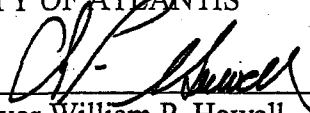
Section 2: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 21st day of February, 2001.

CITY OF ATLANTIS

Aye

Nay



Mayor William P. Howell

Aye

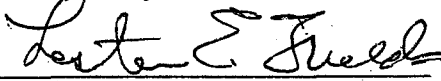
Nay



Vice Mayor Clyde F. Farmer

Aye

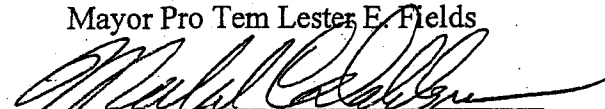
Nay



Mayor Pro Tem Lester E. Fields

Aye

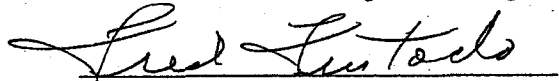
Nay



Councilmember Michael C. Dahlgren

Aye

Nay



Councilmember Fred Furtado


ATTESTED:

(Seal)



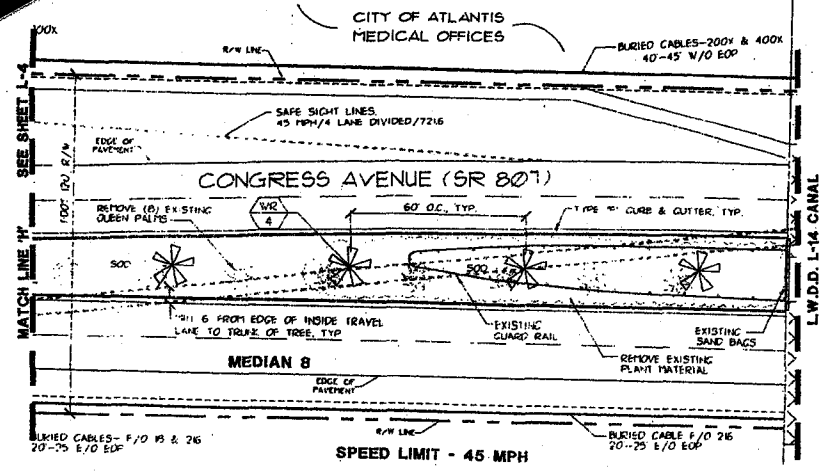
Barbara Monticello, City Clerk

Approved as to form and
legal sufficiency



Trela J. White, City Attorney

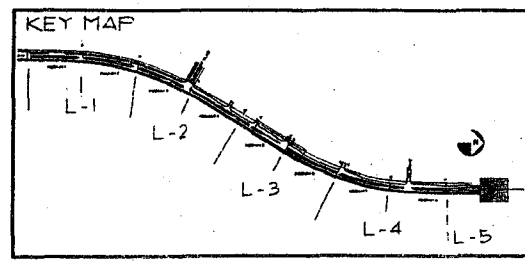
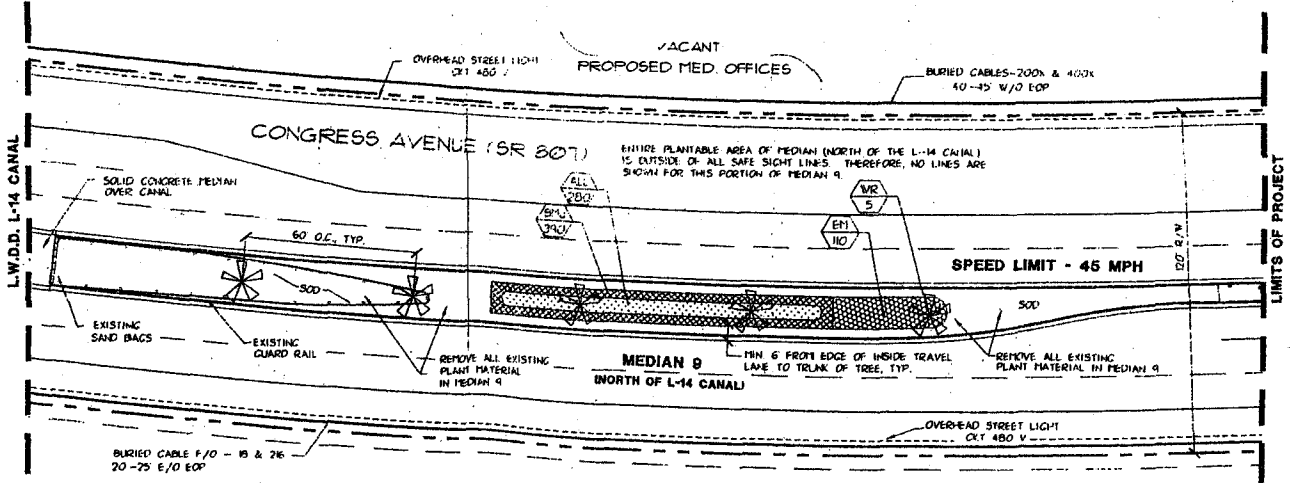
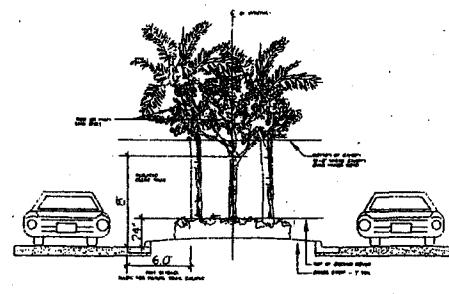
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PLANT LIST

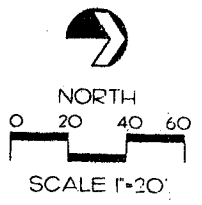
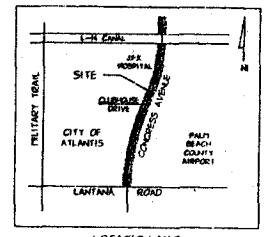
SYM.	QTY.	PLANT NAME	SPECIFICATIONS
PALMS			
WR	53	WASHINGTON PALMS* <i>Washingtonia robusta</i>	MIN. 18" O.A. HT., MIN. 8" CLEAR TRUNK, MATCHED HEIGHTS, FULL HEAD, BOOTED
GROUND COVERS			
BNL	3,885	DWARF YALPON HOLLY* <i>Ilex vomitoria 'Stokes Dwarf'</i>	3 GAL. MIN 12" HT x 18" SPR. FULL EVEN FOLIAGE, 18" O.C.
ALL	2,063	DWARF INDIAN HAWTHORN <i>Rhamnus indica 'Dwarf'</i>	3 GAL. MIN 12" HT x 18" SPR. FULL FOLIAGE TO BASE, 18" O.C.
W	600	DWARF YALPON HOLLY* <i>Ilex vomitoria 'Stokes Dwarf'</i>	3 GAL. MIN 12" HT x 18" SPR. FULL EVEN FOLIAGE, 18" O.C.
1143	1143	DWARF BOUGAINVILLEA* <i>Bougainvillea</i>	3 GAL. MIN 12" HT x 18" SPR. FULL EVEN FOLIAGE, 24" O.C.
EM	1,001	DWARF CROWN OF THORN* <i>Euphorbia milii 'Ruby'</i>	3 GAL. MIN 12" HT x 18" SPR. FULL EVEN FOLIAGE, 18" O.C.
SID	48,812	ST. AUGUSTINE FLORITAN* <i>Stenotaphrum secundatum FLORITAN'</i>	SOD ONLY, LAID RIGHT, STACKED PANELS

* Indicates native species
 * Indicates very drought tolerant species as specified in the South Florida Water Management Landscape Plant Guide 11
 * Indicates hardy/cold tolerant species as specified in the South Florida Water Management Landscape Plant Guide 11



NOTES:

1. ALL TREES AND PALMS TO HAVE A MINIMUM 8'-0" OF CLEAR TRUNK ABOVE THE CROWN OF ROAD
2. ALL SHRUBS AND GROUNDCOVER TO BE MAINTAINED AT 24" MAXIMUM HEIGHT FROM CROWN OF ROAD
3. FOR FLORIDA STATUTE THE LANDSCAPE CONTRACTOR MUST CALL "SUNSHINE STATE ONE CALL" AT 1-800-432-4770 48 HOURS PRIOR TO DIGGING TO LOCATE EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR LOCATING ANY AND ALL DRAINAGE STRUCTURES, UNDERGROUND UTILITIES, AND OVERHEAD UTILITIES LOCATED WITHIN OR ABOVE THE PLANTING AREA TO AVOID DAMAGE.
4. BASE INFORMATION TAKEN FROM A DIGITAL SURVEY RECEIVED ON 5/3/00 FROM W.C.G., INC., FOOT PLANS STATE JOB #P3360-3604-020-33, AND SITE VISIT BY HOLIDAY & ASSOC.



Landscape Architects / Planners
 H&A Associates
 Landscape Architects / Planners
 188 Royal Palm
 Suite 100A
 West Palm Beach, Florida 33411
 Phone (561) 881-8222
 Fax (561) 881-2262
 Email: www.haassociates.com

City of Atlantis, Florida
 Median Landscape Plan

**Congress Avenue
 Median Landscape**

Scale: 1"=20'
 Date: 6/18/00
 Design By: THW
 Drawn By: VAS
 Check By: THW
 File No: 1499-00
 Date Plotted: 10/21/00
 Drawing No.: 00-35

REVISIONS / SUBMISSIONS

Landscape Plan

T 5

PART 1 GENERAL

- 1.01 **GENERAL NOTES**
- 1.02 **QUALITY ASSURANCE**
- 1.03 **PLANTING**
- 1.04 **MAINTENANCE**

1.01 GENERAL NOTES

1. All work shall be in accordance with the specifications and standards of the State of Florida, Department of Transportation, and the Department of Environmental Protection.
2. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.
3. The contractor shall be responsible for the safety of all workers and the public during the construction process.
4. The contractor shall be responsible for the protection of all existing utilities and structures.
5. The contractor shall be responsible for the removal and disposal of all debris and waste materials.
6. The contractor shall be responsible for the maintenance of all access roads and easements.
7. The contractor shall be responsible for the protection of all trees and vegetation to be preserved.
8. The contractor shall be responsible for the installation of all signs and markers.
9. The contractor shall be responsible for the completion of all work within the specified time frame.
10. The contractor shall be responsible for the payment of all taxes and fees.

1.02 QUALITY ASSURANCE

1. The contractor shall be responsible for the quality of all materials and workmanship.
2. The contractor shall be responsible for the testing and inspection of all materials and work.
3. The contractor shall be responsible for the maintenance of all records and reports.
4. The contractor shall be responsible for the correction of all deficiencies and rework.
5. The contractor shall be responsible for the completion of all work within the specified time frame.
6. The contractor shall be responsible for the payment of all taxes and fees.

1.03 PLANTING

1. All plants shall be of the highest quality and shall be planted in accordance with the specifications.
2. The contractor shall be responsible for the selection and purchase of all plants.
3. The contractor shall be responsible for the preparation and application of all fertilizers and pesticides.
4. The contractor shall be responsible for the watering and maintenance of all plants.
5. The contractor shall be responsible for the removal and disposal of all dead and diseased plants.
6. The contractor shall be responsible for the completion of all work within the specified time frame.
7. The contractor shall be responsible for the payment of all taxes and fees.

1.04 MAINTENANCE

1. The contractor shall be responsible for the maintenance of all work throughout the life of the project.
2. The contractor shall be responsible for the repair and replacement of all damaged materials and work.
3. The contractor shall be responsible for the removal and disposal of all debris and waste materials.
4. The contractor shall be responsible for the completion of all work within the specified time frame.
5. The contractor shall be responsible for the payment of all taxes and fees.

PART 2 SPECIFICATIONS

- 2.01 **PLANTING**
- 2.02 **MAINTENANCE**
- 2.03 **PLANTING**
- 2.04 **MAINTENANCE**

2.01 PLANTING

1. All plants shall be of the highest quality and shall be planted in accordance with the specifications.
2. The contractor shall be responsible for the selection and purchase of all plants.
3. The contractor shall be responsible for the preparation and application of all fertilizers and pesticides.
4. The contractor shall be responsible for the watering and maintenance of all plants.
5. The contractor shall be responsible for the removal and disposal of all dead and diseased plants.
6. The contractor shall be responsible for the completion of all work within the specified time frame.
7. The contractor shall be responsible for the payment of all taxes and fees.

2.02 MAINTENANCE

1. The contractor shall be responsible for the maintenance of all work throughout the life of the project.
2. The contractor shall be responsible for the repair and replacement of all damaged materials and work.
3. The contractor shall be responsible for the removal and disposal of all debris and waste materials.
4. The contractor shall be responsible for the completion of all work within the specified time frame.
5. The contractor shall be responsible for the payment of all taxes and fees.

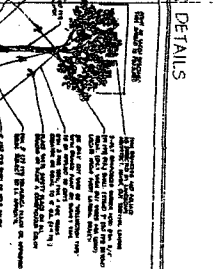
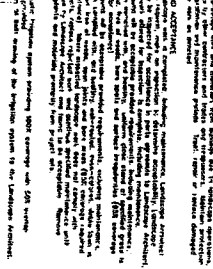
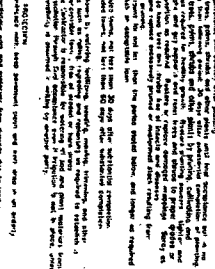
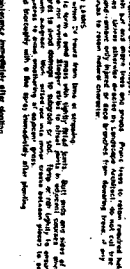
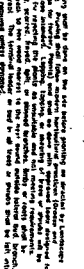
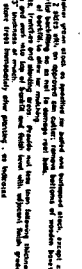
2.03 PLANTING

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2. The contractor shall be responsible for the selection and purchase of all plants.
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5. The contractor shall be responsible for the removal and disposal of all dead and diseased plants.
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2.04 MAINTENANCE

1. The contractor shall be responsible for the maintenance of all work throughout the life of the project.
2. The contractor shall be responsible for the repair and replacement of all damaged materials and work.
3. The contractor shall be responsible for the removal and disposal of all debris and waste materials.
4. The contractor shall be responsible for the completion of all work within the specified time frame.
5. The contractor shall be responsible for the payment of all taxes and fees.

PLANTING DETAILS



LANDSCAPE NOTES

- 1. All work shall be in accordance with the specifications and standards of the State of Florida, Department of Transportation, and the Department of Environmental Protection.
- 2. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.
- 3. The contractor shall be responsible for the safety of all workers and the public during the construction process.
- 4. The contractor shall be responsible for the protection of all existing utilities and structures.
- 5. The contractor shall be responsible for the removal and disposal of all debris and waste materials.
- 6. The contractor shall be responsible for the maintenance of all access roads and easements.
- 7. The contractor shall be responsible for the protection of all trees and vegetation to be preserved.
- 8. The contractor shall be responsible for the installation of all signs and markers.
- 9. The contractor shall be responsible for the completion of all work within the specified time frame.
- 10. The contractor shall be responsible for the payment of all taxes and fees.

1. All work shall be in accordance with the specifications and standards of the State of Florida, Department of Transportation, and the Department of Environmental Protection.

The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

The contractor shall be responsible for the safety of all workers and the public during the construction process.

The contractor shall be responsible for the protection of all existing utilities and structures.

The contractor shall be responsible for the removal and disposal of all debris and waste materials.

The contractor shall be responsible for the maintenance of all access roads and easements.

The contractor shall be responsible for the protection of all trees and vegetation to be preserved.

TRAFFIC CONTROL FOR INSTALLATION & MAINTENANCE

The landscape contractor shall be responsible for traffic control operations for installation and future maintenance, which shall be in accordance with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction and Roadway and Traffic Design Standards, Index 800. The "Manual on Uniform Traffic Control Devices" (Part VI) as well as the attachments herein. There shall be no obstruction of the travel lanes Monday through Friday between 7:00 AM to 9:00 AM and 3:00 PM to 6:00 PM with the exception of local subdivision roads. No time restrictions on Saturday or Sunday.

Signing

Signs may be portable or temporary but shall be not less than 1' (.3 m) from the ground.

All advance warning signs shall be not less than 48" x 48" (1.22 m x 1.22 m).

Except in emergencies and during daylight activities, all signs shall be in high intensity.

Barricades and Cones

All barricades shall utilize high intensity sheeting.

Cones shall be a minimum of 28" (.71 m) high, and clean and free of foreign matter, to offer the highest target value.

Traffic control devices shall not be mixed.

Flaggers and Vests

The flaggers shall be trained as set forth in the M.U.T.C.D.

All personnel shall wear a high visibility orange vest when working within the right-of-way

Flashing Arrow Boards

Flashing arrow boards shall be used on any three lane or larger roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Traffic Engineering Department.

Flashing arrow boards shall be Type B or C, as per M.U.T.C.D.

Traffic Signals

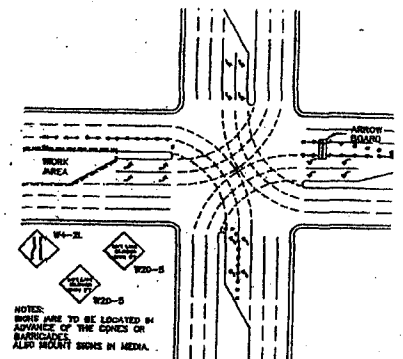
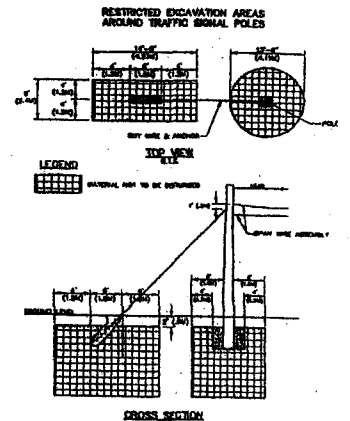
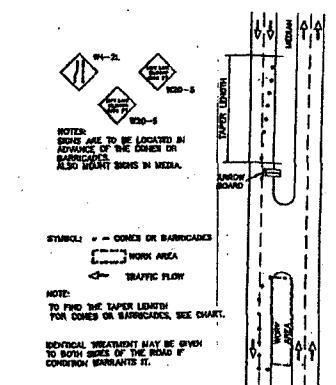
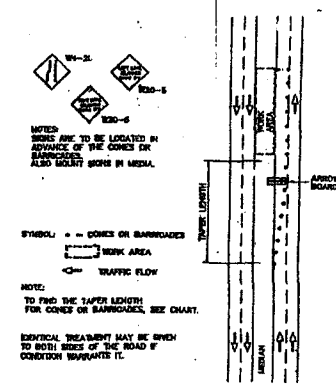
No Material shall be distributed within 6' (1.83 m) of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' (.61 m), unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations, 24 hours in advance of any excavation. Failure to comply with the above, shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid 30 days from the date of invoice. See figures below.

The permittee shall meet with Palm Beach County's traffic inspector prior to commencement of initial installation of landscaping. Contact Ed McClane at (561)684-4030 prior to commencement of work. The following criteria must be followed during construction within the road right of way.

RECOMMENDED TAPER LENGTH AND DEVICE SPACING

APPROXIMATE SPEED LIMIT IN MILES PER HOUR (KPH)	MINIMUM TAPER LENGTHS FOR LANE WIDTH *			MAXIMUM DEVICE SPACING IN FEET (METERS)
	12' (3.66m)	10' (3.05m)	8' (2.44m)	
20 (32)	100' (30.48m)	100' (30.48m)	100' (30.48m)	50' (15.24m)
25 (40)	150' (45.72m)	150' (45.72m)	150' (45.72m)	50' (15.24m)
30 (48)	200' (60.96m)	200' (60.96m)	200' (60.96m)	50' (15.24m)
35 (56)	250' (76.20m)	250' (76.20m)	250' (76.20m)	50' (15.24m)
40 (64)	300' (91.44m)	300' (91.44m)	300' (91.44m)	50' (15.24m)
45 (72)	350' (106.68m)	350' (106.68m)	350' (106.68m)	50' (15.24m)
50 (80)	400' (121.92m)	400' (121.92m)	400' (121.92m)	50' (15.24m)
55 (88)	450' (137.16m)	450' (137.16m)	450' (137.16m)	50' (15.24m)
60 (96)	500' (152.40m)	500' (152.40m)	500' (152.40m)	50' (15.24m)
65 (104)	550' (167.64m)	550' (167.64m)	550' (167.64m)	50' (15.24m)

* L = 20' FOR S OF 40 MPH (64 KPH) OR LESS. L = 45' FOR 45 MPH (72 KPH) OR MORE.
L IS THE TAPER LENGTH.
W IS THE WIDTH.
S IS THE POSTED SPEED LIMIT.



NOTE:
ALL LANDSCAPING AND ABOVE GROUND STRUCTURES SHOWN HEREON ARE DESIGNED AND ARE TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH PALM BEACH COUNTY STREETSCAPE STANDARDS MANUAL.

Landscape Architects
Shirley S. Reed/Robert
Landscape Architecture & Planning
1801 Palm Beach
Boca Raton, FL
West Palm Beach, Florida 33411
Phone: (561) 998-8337
Fax: (561) 998-8392
Email: www.slrpa.com

City of Atlantis, Florida
Traffic Control and Roadway Maintenance
Congress Avenue
Median Landscape

Acad: STD
Date: 4.16.01
Design by: TR
Drawn by: LSP
Checked by: TR
File No: 1288-7
Date Plotted: 08/11/01
Drawing No: 10-15

KEYS:
▲ 1.00' (0.30m) HIGH
▲ 2.00' (0.61m) HIGH
▲ 3.00' (0.91m) HIGH
▲ 4.00' (1.22m) HIGH
▲ 5.00' (1.52m) HIGH
▲ 6.00' (1.83m) HIGH
▲ 7.00' (2.13m) HIGH
▲ 8.00' (2.44m) HIGH
▲ 9.00' (2.74m) HIGH
▲ 10.00' (3.05m) HIGH

Traffic Control Plan

L-7 of 7

DISTRICT FOUR (4)
HIGHWAY BEAUTIFICATION GRANT AND
MAINTENANCE MEMORANDUM OF AGREEMENT

DSF

THIS AGREEMENT, made and entered into this 2/5 day of
1994, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, a component agency of the State of Florida,
hereinafter called the "DEPARTMENT" and the City of Atlantis, a
political subdivision of the State of Florida, existing under the
Laws of Florida, hereinafter called the "CITY".

W I T N E S S E T H

WHEREAS, as a part of the continual updating of the State of
Florida Highway System, the Department, for the purpose of
safety, protection of the investment and other reasons, has
constructed and does maintain lane (State Road 807) highway
facilities as described in Exhibit "A" attached hereto and
incorporated by reference herein, within the corporate limits of
PRC and Adjacent to the City of Atlantis and

WHEREAS, the CITY is of the opinion that said
highway facilities that contain landscape median and utility
stripes shall be maintained by periodic trimming, cutting,
mowing, fertilizing, litter pick-up and necessary re-planting.

WHEREAS, the parties hereto mutually recognize the need for
entering into an Agreement designating and setting forth the
responsibilities of each party; and

WHEREAS, the CITY by Resolution No. 94-02
dated January 19, 19 94, attached hereto and by this reference
made a part hereof, desires to enter into this Agreement and
authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual
benefits to flow each to the other, the parties covenant and
agree as follows:

1. The CITY hereby agrees to install landscaping
on the highway facilities as specified in plans and
specifications included as Exhibit "B" with the following
exceptions:

The CITY, agrees to maintain the
landscaping, following the Department's landscape guidelines,
safety and plant care. The City's responsibility for maintenance

shall include all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) on Department of Transportation right-of-way within the limits of the project. Such maintenance to be provided by the City is specifically set out as follows:

To maintain, which means that proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same grade as specified in the original plans and specifications and of a size comparable to those existing at the time approval is obtained from the Department's District Secretary for the use of alternate material or deletions. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard. To maintain also means to keep litter removed from the median strip or landscaped areas within the said project. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

The above named functions to be performed by the CITY, shall be subject to periodic inspections by the Department. Such inspection findings will be shared with the CITY and shall be the basis of all decisions regarding, payment reduction, reworking or agreement termination. The city shall not change or deviate from said plans without written approval of the Department.

2. If at any time after the CITY OF ATLANTIS has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the Department's District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of E. EARL MOORE, CITY MANAGER, to place said CITY on notice thereof. Thereafter the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:

(a) Complete the installation or a part thereof, with

Department or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or

- (b) Maintain the landscaping or a part thereof, within Department or Contractor's personnel and invoice the City for expenses incurred, or
- (c) Terminate Agreement in accordance with Paragraph 4 of this Agreement and remove, by Department or private contractor's personnel, all of the landscaping installed under this Agreement or any preceding agreements except as to Trees and Palms and charge the CITY the reasonable cost of such removal.

3. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the Department. The CITY shall be given sixty (60) calendar days notice to remove said landscaping after which time the Department may remove same.

4. The Department agrees to pay to the CITY OF ATLANTIS an amount not to exceed \$37,868 as defined in Attachment "C". Subject to this limit, the Department will pay only for those costs which are allowed by Section 339.24 Florida Statutes:

- (a) Sprinkler/irrigation system (purchase only).
- (b) Plant materials and fertilizers/soil amendments.
- (c) Paver bricks & other hardscape items.

The Department's participation in the project cost, as described in Attachment "C" is limited to only those items which are directly related to this project. Payment shall not be made until (1) certification of acceptance is received from the CITY Landscape Architect/ or designee and (2) a Department Landscape Architect and/or his designee has approved the project for final payment.

- (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, Florida Statutes.
- (b) Any penalty for delay in payment shall be in accordance

with Section 215.422(2) (b), Florida Statutes.

- (c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, and that bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
- (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the CITY'S general accounting records, together with supporting documents and records, of the CITY and all subcontractors performing work, and all other records of the CITY and subcontractors considered necessary by the Department for a proper audit of costs.
- (e) The CITY agrees to return all monies received under the terms of this Grant Agreement, to the Department, should the landscaped area fail to be maintained in accordance with the terms and conditions of this Agreement.

5. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department, if the CITY fails to perform its duties under Paragraph 2, following ten (10) days written notice.
- (b) By the Department, for refusal by the CITY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statute and made or received by the CITY OF ATLANTA in conjunction with this Agreement.

6. The term of this Agreement commences upon execution.

7. To the extent permitted by law, the CITY shall indemnify and hold harmless the Department, its officers and employees from all suits, actions, claims and liability arising out of the CITY'S negligent performance of the work under this agreement, or due to the failure of the City to construct and maintain in the project in conformance with the standards described in item under 2 of this

agreement.

8. The CITY may construct additional landscaping within the limits of the right-of-ways identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscaping shall be subject to approval by the Department. The CITY shall not change or deviate from said plans without written approval by the Department.
 - (b) All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;
 - (c) The CITY agrees to comply with the requirements of this agreement with regard to any additional landscaping installed;
 - (d) No change will be made in the payment terms established under Item number four (4) of this agreement due to any increase in cost to the CITY resulting from the installation of landscaping added under this item.
9. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
10. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000, and which have a term for a period of more than 1 year.
11. The Department's District Secretary shall decide all questions, difficulties and disputes of any nature

whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

12. This Agreement may not be assigned or transferred by the CITY OF ATLANTIS, in whole or part without consent of the Department.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Lan Lerner 2/5/94
DOT Approval as to Date
Form and ~~Legality~~

BY:

Rob Chason
District Secretary

ATTEST:

Maria Gutierrez (SEAL)
Executive Secretary

BY:

Clyde F. Farmer
Mayor or Chairman

ATTEST:

Betty Wilson (SEAL)
City Clerk

99006 = Congress Ave

JOB NO. 99004-311
WPI # (s) 4119110
COUNTY Palm Beach
SR NO. 807

EXHIBIT "A"

LOCATION

S.R. 807 (Congress Ave.) from M.P. 0.000 ± to M.P. 0.100 ± (L-14 Canal)

MP 1.061 = L-14 Canal

NOTE: Mileposts (MP) are obtained from Department of Transportation Straight Line Diagrams.

EXHIBIT "B" continued

DPOCAL SUBMITTED TO

City of Atlantis

HEET

Material List.
(Congress Ave Medians.)

- | | |
|---|---------------------------------------|
| 1.220-4" Toro Mist Heads | 24.30- 2/2/1/2 S/T PVC Tees. |
| 2.2800'- 4" PVC Oring Pipe | 25.40- 1 1/2/1 1/2/1/2 S/T PVC Tees. |
| 3.7- 1 1/2" Hardie 700 series Elec. Valve. | 26.42- 1 1/4/1 1/4/1/2 S/T PVC Tees. |
| 4.11-2500' spools of 18 ga Copper wire. | 27.40- 1/1/1/2 S/T PVC Tees. |
| 5.1- RC1260 Rainbird Controller w/ IPS | 28.28- 1/2" S/T Elbows. |
| 6.1- 2" Bermad air relief valve. | 29.24- 2 1/2/2 Slip Bushings |
| 7.1- 10HP Goulds Cent. Pump (5BF11135). | 30.24- 2/1 1/2 Slip Bushings |
| 8.1- Magnetic Starter w/ Overload Protection. | 31.24- 1 1/2/1 1/4 Slip Bushings. |
| 9.1- 1" Pressure relief valve (75-100)PSI. | 32.24- 1 1/4/1 Slip Bushings. |
| 10.9- 10" round valve boxes w/ lids. | 33.24- 1/1/2 Slip Bushings. |
| 11.4- Gallons of gray PVC cement. | 34.6- 4"/4"/2 1/2" Pierce Steel Tees. |
| 12.25- Baron dry splice connectors. | 35.3- 4" PVC Slip Elbows |
| 13.14- 2"/12" SCH 80 Nipples. PVC. | 36.21- 2 1/2" Slip Tees (PVC) |
| 14.3- Gallons PVC pipe Lubricant. | 37.24- 2 1/2" Slip Elbows. |
| 15.220- Toro 15 degree half nozzles. | 38.2- 4"/2" S/T Bushing. |
| 16.440- 3/8"/1/2" Funny "Ls" | 39.1- 3/4HP Goulds Jet Pump. |
| 17.330- 3/8" Funny Pipe. | 40.1- 3" Strato-Flow Check Valvs. |
| 18.390'- 2 1/2" SCH 40 PVC Pipe. | 41.10' of PVC 3" Well Point. |
| 19.460'- 2" SCH 160 PVC Pipe. | 42.40' of 3" SCH 40 Pipe. |
| 20.600,- 1 1/2" SCH 160 PVC Pipe. | |
| 21.630'- 1 1/4" SCH 160 PVC Pipe. | |
| 22.600'- 1" SCH 160 PVC Pipe. | |
| 23.460'- 1/2" SCH 160 PVC Pipe. | |

1.	297.00	22.	57.48
2.	2361.80	23.	26.40
3.	244.07	24.	44.10
4.	999.66	25.	46.80
5.	322.80	26.	39.48
6.	113.10	27.	15.00
7.	706.86	28.	4.20
8.	309.50	29.	20.40
9.	99.46	30.	12.72
10.	57.51	31.	7.68
11.	65.88	32.	6.96
12.	21.25	33.	5.52
13.	25.20	34.	43.14
14.	33.75	35.	16.11
15.	160.60	36.	70.35
16.	92.40	37.	60.25
17.	60.06	38.	6.50
18.	232.79	39.	176.90
19.	112.70	40.	69.80
20.	96.60	41.	29.31
21.	76.23	42.	29.73 = 7328.07

JOB NO. _____
 WPI NO. _____
 COUNTY Palm Beach County
 SR NO. S.R. 807

EXHIBIT "B"

The Department agrees to supply to the City of Atlanta the following list of materials:

Estimate for Congress Ave. Median as per plan:

53	Queen Palms	2,915.00
208	Viburnum	780.00
355	Pittosporum	1,331.25
326	Chalcas	1,271.40
480	Jasmine Simplicium	1,080.00
510	Jasmine Pubescean	1,147.50
2365	Liriope	3,547.50
100	Yds. Mulch	1,900.00
14,000	sq. ft. sod	1,540.00
		<u>\$15,512.65</u>
	Median re-grading and removal of excess fill	7,800.00
	Total	<u>\$23,312.65</u>

WPI NO. _____
JOB NO. _____
COUNTY Palm Beach
SR. NO. 807

ATTACHMENT "C"
(GENERAL)

PROJECT COST

This exhibit forms an integral part of the Highway Beautification Grant Agreement between the State of Florida, Department of Transportation and the City of Atlantis

_____ dated _____

I. PROJECT COST: \$ 37,868.00

RESOLUTION NO. 94-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, APPROVING THE DISTRICT FOUR (4) HIGHWAY BEAUTIFICATION GRANT AND MAINTENANCE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF ATLANTIS AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR OF THE CITY OF ATLANTIS TO EXECUTE SAME ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlantis, Florida, has made application for a grant from the State of Florida Department of Transportation for funds to assist the City in the installation of landscaping materials in and along the highway medians adjacent to the City of Atlantis; and

WHEREAS, the State of Florida Department of Transportation has agreed to pay to the City of Atlantis an amount not to exceed thirty-seven thousand, eight hundred sixty-eight dollars (\$37,868.00) in reimbursement costs for sprinkler/irrigation materials, plant materials, fertilizers, paver bricks and other hardscape items to be utilized in landscaping the median strips; and

WHEREAS, the City of Atlantis believes it to be in the best interests of the citizens of Atlantis to beautify the highway medians along the City's corporate boundaries in order to enhance the City's image and maintain high property values.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, THAT:

Section 1: The District Four (4) Highway Beautification Grant and Maintenance Memorandum of Agreement by and between the

City of Atlantis and the State of Florida Department of Transportation, as attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

Section 2: The Mayor of the City of Atlantis is hereby authorized to execute same on behalf of the City.

Section 3: This Resolution shall take effect immediately upon adoption.

CITY OF ATLANTIS

Aye Nay

MAYOR

Aye Nay

VICE MAYOR

Aye Nay

MAYOR PRO-TEM

Aye Nay

COUNCIL MEMBER

Aye Nay

COUNCIL MEMBER

ATTEST:

City Clerk

(Seal)

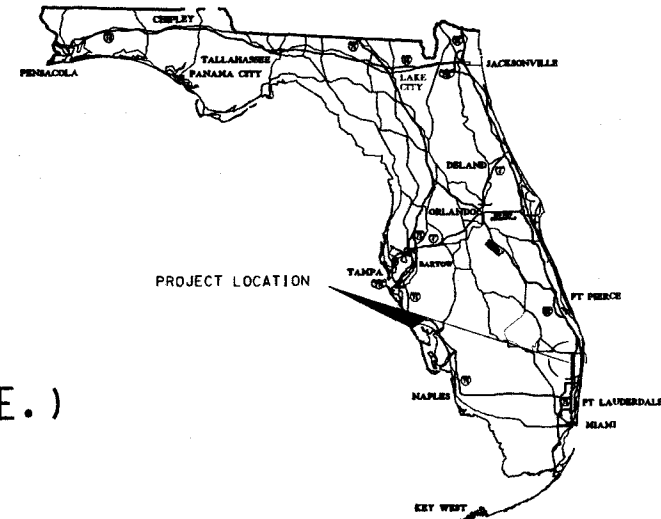
Approved as to form and legal sufficiency.

City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

MAPS OF THE
STATE HIGHWAY
RIGHT OF WAY MAP

ITEM/SEGMENT NO. 229892-1
STATE PROJECT NO. 93006-2510
STATE ROAD NO. 807 (CONGRESS AVE.)
PALM BEACH COUNTY
LENGTH : 1.56 MILES



LEGEND

B	BASELINE	O.R.B.	OFFICIAL RECORD BOOK
C	CENTERLINE	P.B.CO.	PALM BEACH COUNTY
C.M.	CONCRETE MONUMENT	(P)	PLAT
CONC.	CONCRETE	P.B.	PLAT BOOK
COR.	CORNER	P.C.	PAGE
D	DEGREE OF CURVE	P.I.	POINT OF INTERSECTION
ID	DEED	PK	PARKER KALON NAIL
Δ	CURVE DELTA ANGLE	P.T.	POINT OF TANGENCY
F.A.P.	FEDERAL AID PROJECT	PSM	PROFESSIONAL SURVEYOR & MAPPER
F.P.	FINANCIAL PROJECT	R	RADIUS
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION	RES.	RESIDENCE
FND.	FOUND	RGE.	RANGE
I.P.	IRON PIPE	RT	RIGHT
I.R.BC.	IRON ROD AND CAP	R/W	RIGHT OF WAY
L	LENGTH OF CURVE	S.R.	STATE ROAD
LB	LICENSED BUSINESS	SEC.	SECTION
LT	LEFT	STA.	STATION NUMBER
N/A	NOT APPLICABLE	T	TANGENT
NO.	NUMBER	TWP.	TOWNSHIP
N.Y.S.	NOT TO SCALE	W.P.I.	WORK PROJECT NUMBER

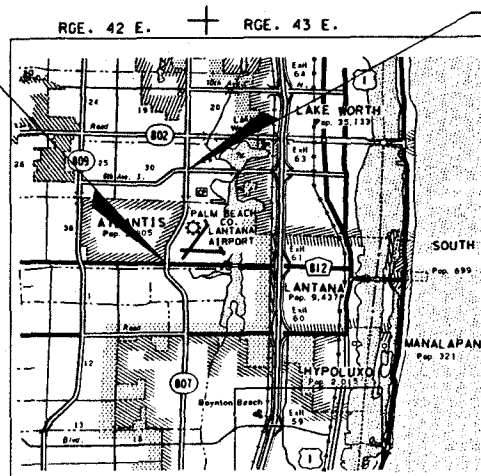
1/4 SECTION LINE		BLOCK NUMBER	
BASELINE SURVEY		CONCRETE MONUMENT	
CITY LIMIT LINE		IRON ROD & CAP	
COUNTY LINE		IRON PIPE	
EXISTING EASEMENT LINE		STAMPED DISK IN CONC	
EXISTING R/W LINE		SECTION CORNER FOUND	
FENCE LINE		SECTION CORNER NOT FOUND	
PROPERTY LINE		1/4 SECTION CORNER FOUND	
RIGHT OF WAY LINE		1/4 SECTION CORNER NOT FOUND	
SECTION LINE		SECTION CENTER	
TOWNSHIP/RANGE LINE			
VACATED/ORIGINAL LOT LINE			

GENERAL NOTES

- BEARINGS AND COORDINATES ARE RELATIVE TO STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD83) 1983 OF 1990 ADJUSTMENT. A BEARING OF N 00°55'34" E BEING ESTABLISHED BETWEEN FOOT MONUMENTS C1 STAMPED 807-93-03-C01 AND C2 STAMPED 807-93-03-C02.
- STATIONS AND OFFSETS ARE RELATIVE TO THE SURVEY BASELINE.
- PROPERTY BOUNDARIES DETERMINED FROM FIELD SURVEY, PLATS OF RECORD AND RECORD TITLE.
- PROJECT NETWORK CONTROL (P.N.C.) HAS BEEN PREPARED FOR THIS PROJECT. CERTIFIED COPIES OF THE PROJECT NETWORK CONTROL SHEETS ARE FILED WITH AND MAINTAINED BY THE DISTRICT FOUR SURVEY DEPARTMENT IN FORT LAUDERDALE, FLORIDA.
- THIS RIGHT OF WAY MAP IS SUPPORTED BY A RIGHT OF WAY CONTROL SURVEY DATED JANUARY 24, 2006 PREPARED UNDER THE RESPONSIBLE CHARGE OF LELAND L. BURTON, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, NUMBER 2400. CERTIFIED COPIES OF THIS SURVEY ARE FILED OF RECORD IN THE DISTRICT OFFICE IN FORT LAUDERDALE, FLORIDA.
- SIDE STREET ALIGNMENTS ARE ASSIGNED A STATION OF 30+00 AT THE POINT OF INTERSECTION WITH THE BASELINE OF SURVEY UNLESS OTHERWISE NOTED.
- THIS RIGHT OF WAY MAP WAS PREPARED FOR THE PURPOSE OF PREPARING LEGAL DESCRIPTIONS, ACQUISITION DOCUMENTS, MONUMENTATION, PROPERTY MANAGEMENT AND AS AN AID IN THE APPRAISAL OF THE RIGHT OF WAY REQUIRED FOR THE TRANSPORTATION FACILITIES. THIS MAP IS NOT A SURVEY.
- ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
- BEARINGS AND DISTANCES ARE CALCULATED UNLESS NOTED.

BEGIN R/W PROJECT
STATE PROJECT NO. 93006-2510
S.R. 807 @ SURVEY STA. 30+00.00 +
S.R. 812 @ SURVEY STA. 27+68.57

END R/W PROJECT
STATE PROJECT NO. 93006-2510
@ SURVEY STA. 112+57.86



LOCATION MAP
NOT TO SCALE

REFERENCES

- FOOT R/W MAP S.R. 807 SECTION 93580-2604 93530-2605, 93530-2602, 93530-2152, 93580-2150 AND 9353-250 (S.R. 812)
- PALM BEACH CO. R/W MAP CONGRESS AVE. FROM HYPOLUXO RD. TO LANTANA RD. (S.R. 807)
- PALM BEACH COUNTY R/W MAP EXTENSION OF 6th AVE. SO. ROAD PLAT BOOK NO. 4 PAGE 61

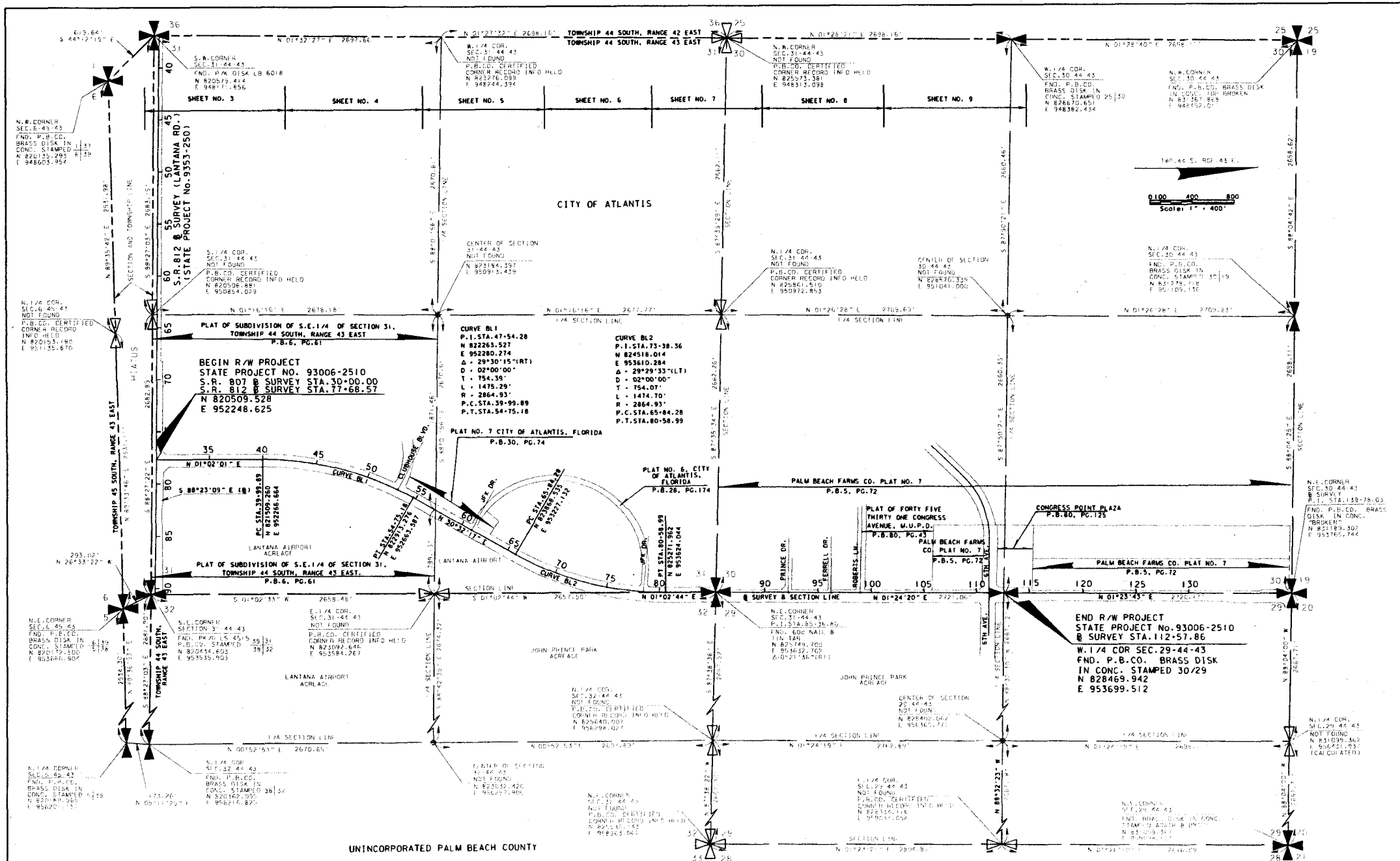
INDEX	
SHEET NO.	SHEET DESCRIPTION
1	COVER
2	KEY MAP
3-9	DETAIL



COVER SHEET
NOT A SURVEY

S.R. 807 FROM LANTANA RD. (S.R. 812) NORTH TO 6th AVE. SOUTH

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	DATE 1/11/07	SCALE AS SHOWN	PROJECT NO. STATE PROJECT NO. 93006-2510	FED. PROJ. NO. N/A	SECTION 93006-2510	ITEM/SEGMENT NO. 229892-1 SHEET 1 OF 9
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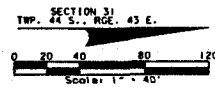
**KEY MAP
NOT A SURVEY**

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

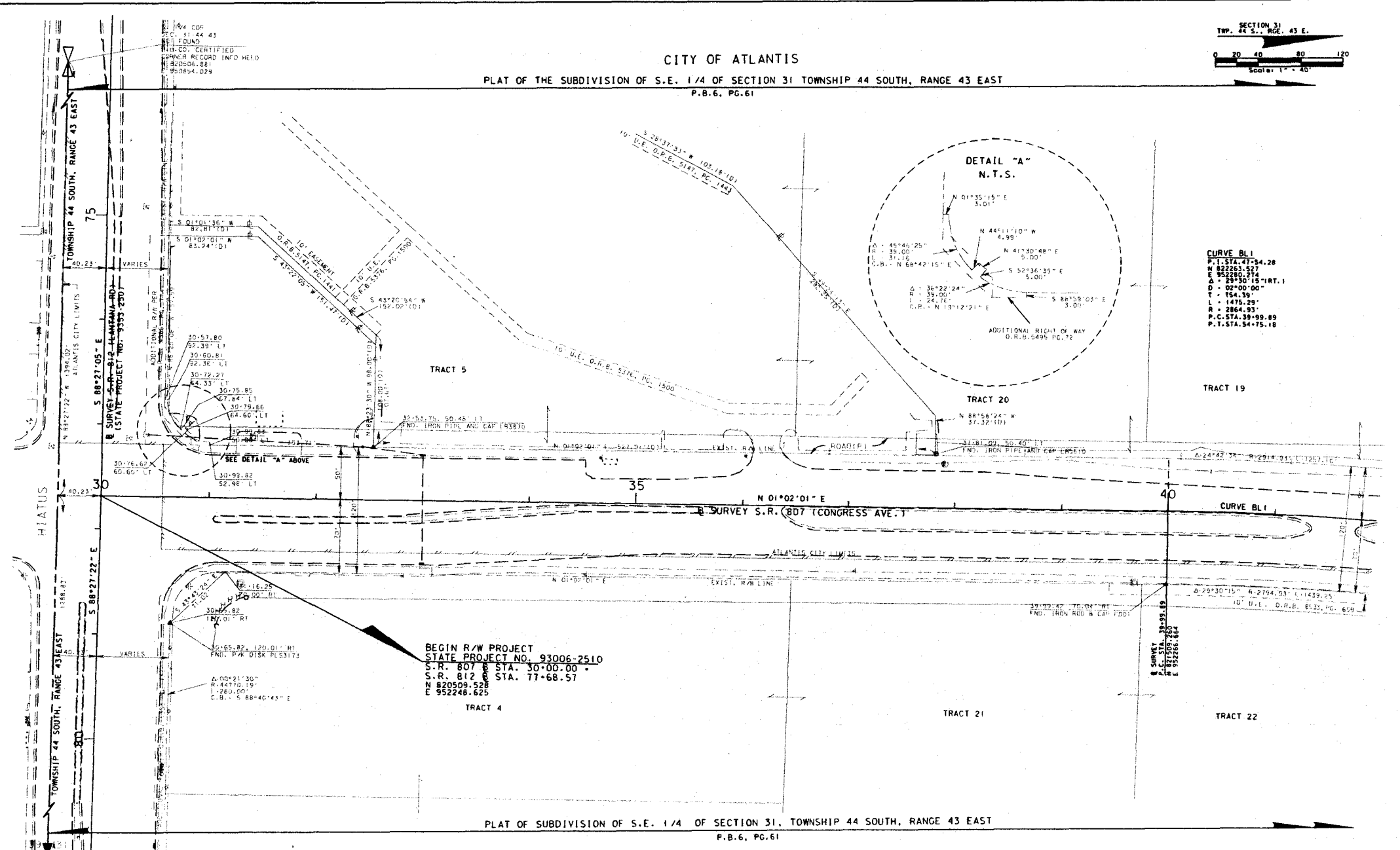
S.R. 807 FROM LANTANA RD. (S.R. 812) NORTH TO 6th AVE. SOUTH

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING	PREPARED BY: [blank] CHECKED BY: [blank]	DATE: 11/17/04 SCALE: AS SHOWN	FEDERAL PROJ. NO. N/A SECTION 93006-2510 STATE ROAD NO. 807 (CONGRESS AVE.) PALM BEACH COUNTY	ITEM/SEGMENT NO. 229892 - SHEET 2 OF 9
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10/01/04 11:00 AM 229892.dwg



CITY OF ATLANTIS
PLAT OF THE SUBDIVISION OF S.E. 1/4 OF SECTION 31 TOWNSHIP 44 SOUTH, RANGE 43 EAST
P.B.6, PG.61



CURVE B1
P.I. STA. 47+54.28
W 822265.527
S 952950.514
Δ = 29°50'15" RT. 1
D = 02°00'00"
T = 154.39'
L = 1475.29'
R = 2864.93'
P.C. STA. 39+99.99
P.T. STA. 54+75.18

BEGIN R/W PROJECT
STATE PROJECT NO. 93006-2510
S.R. 807 STA. 30+00.00
S.R. 812 STA. 77+68.57
N 820509.528
E 952248.625

PLAT OF SUBDIVISION OF S.E. 1/4 OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 43 EAST
P.B.6, PG.61

UNINCORPORATED PALM BEACH COUNTY

NOT A SURVEY

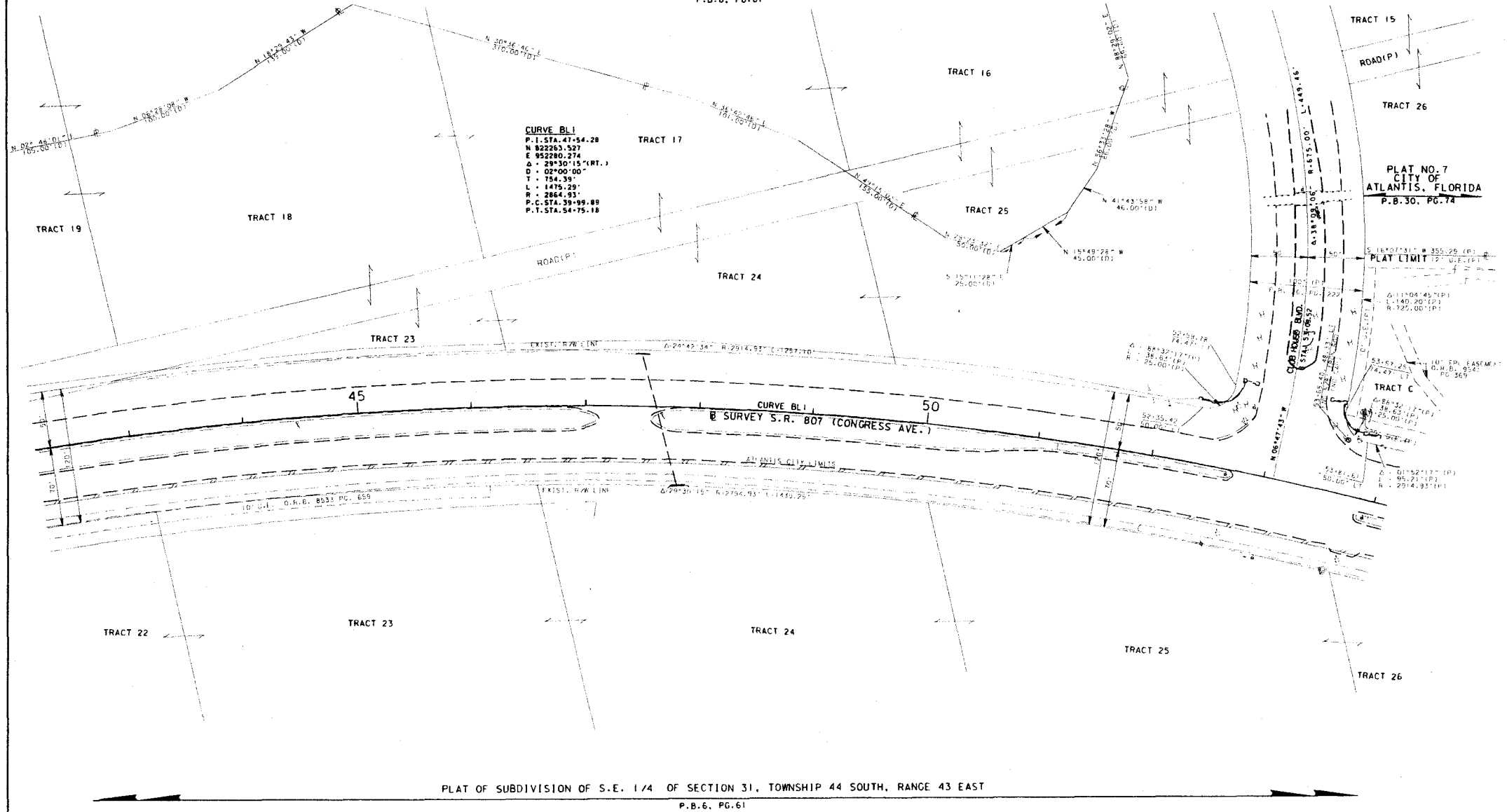
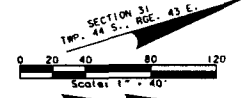
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

S.R. 807 FROM LANTANA RD. (S.R. 812) NORTH TO 6th AVE. SOUTH

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	DATE	1/17/01	PRELIM	STOTLER 11/20/04	FED. PROJ. NO. N/A	SECTION 93006-2510	ITEM/SEGMENT NO. 229892-1 SHEET 3 OF 9
		CHECKED	SMITH 12/12/06	FINAL	STOTLER 12/12/06	STATE ROAD NO. 807 (CONGRESS AVE.)	PALM BEACH COUNTY	

CITY OF ATLANTIS

PLAT OF SUBDIVISION OF S.E. 1/4 OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 43 EAST
P.B. 6, PG. 61



PLAT OF SUBDIVISION OF S.E. 1/4 OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 43 EAST
P.B. 6, PG. 61

UNINCORPORATED PALM BEACH COUNTY

NOT A SURVEY

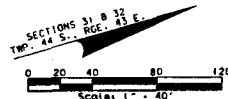
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

S.R. 807 FROM LANTANA RD. (S.R. 812) NORTH TO 6TH AVE. SOUTH

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED	DATE	PRELIM	DATE	FED. PROJ. NO.	N/A	SECTION	93D06-251D	ITEM/SEGMENT NO.	229892-1	SHEET	4 OF 9
		DATE	1/17/07	DATE	11/20/06	STATE ROAD NO.	807 (CONGRESS AVE.)	PALM BEACH COUNTY					

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CITY OF ATLANTIS

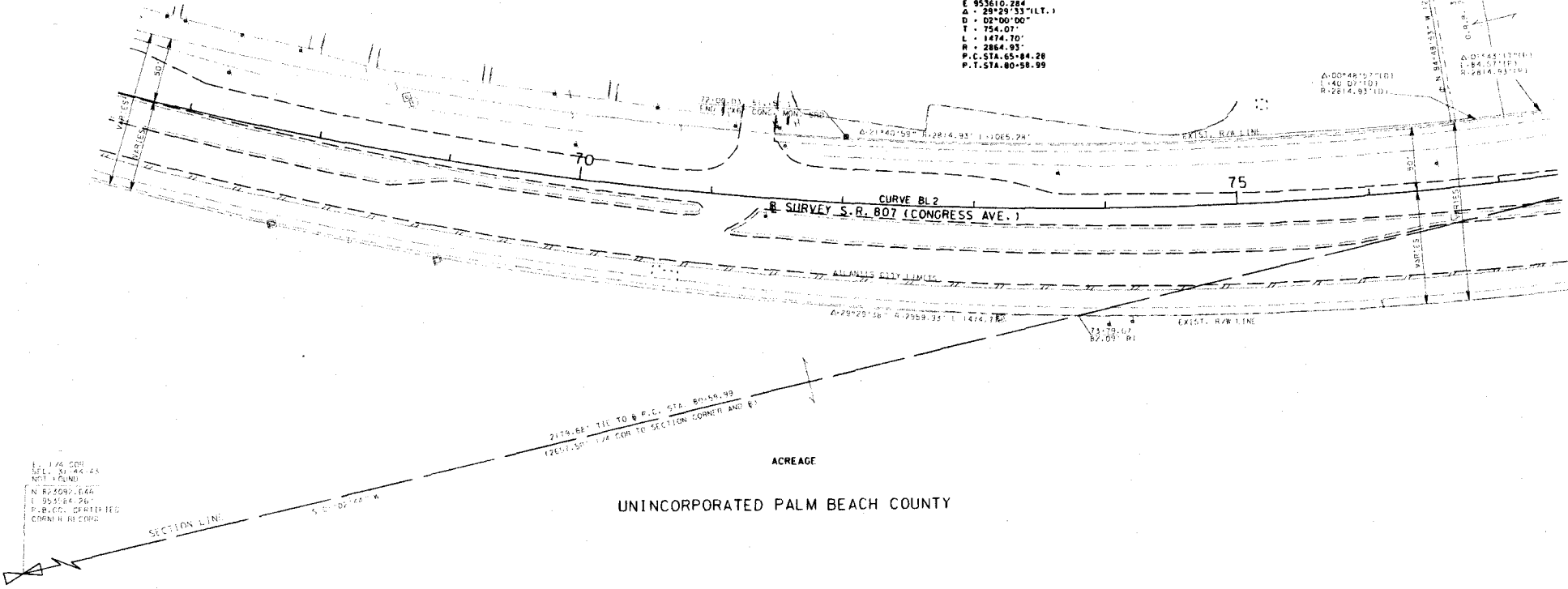


PLAT NO. 6, CITY OF ATLANTIS, FLORIDA
P.B. 28, PG. 174

ACREAGE

CURVE BL 2
 P.I. STA. 73+38.36
 N 82°51'8" D14
 E 95°36'10" 284
 Δ = 29°29'53" (ILT.)
 D = 02°00' 00"
 T = 754.07'
 L = 1474.70'
 R = 2864.93'
 P.C. STA. 65+84.28
 P.T. STA. 80+58.99

TRACT E



UNINCORPORATED PALM BEACH COUNTY

ACREAGE

E. 174.00R
 SELL. N. 44.43
 N. 82°51'8" D14
 N. 82°51'8" D14
 I. 05+84.28
 P.B. 28, PG. 174
 CORNER H. 10.00R

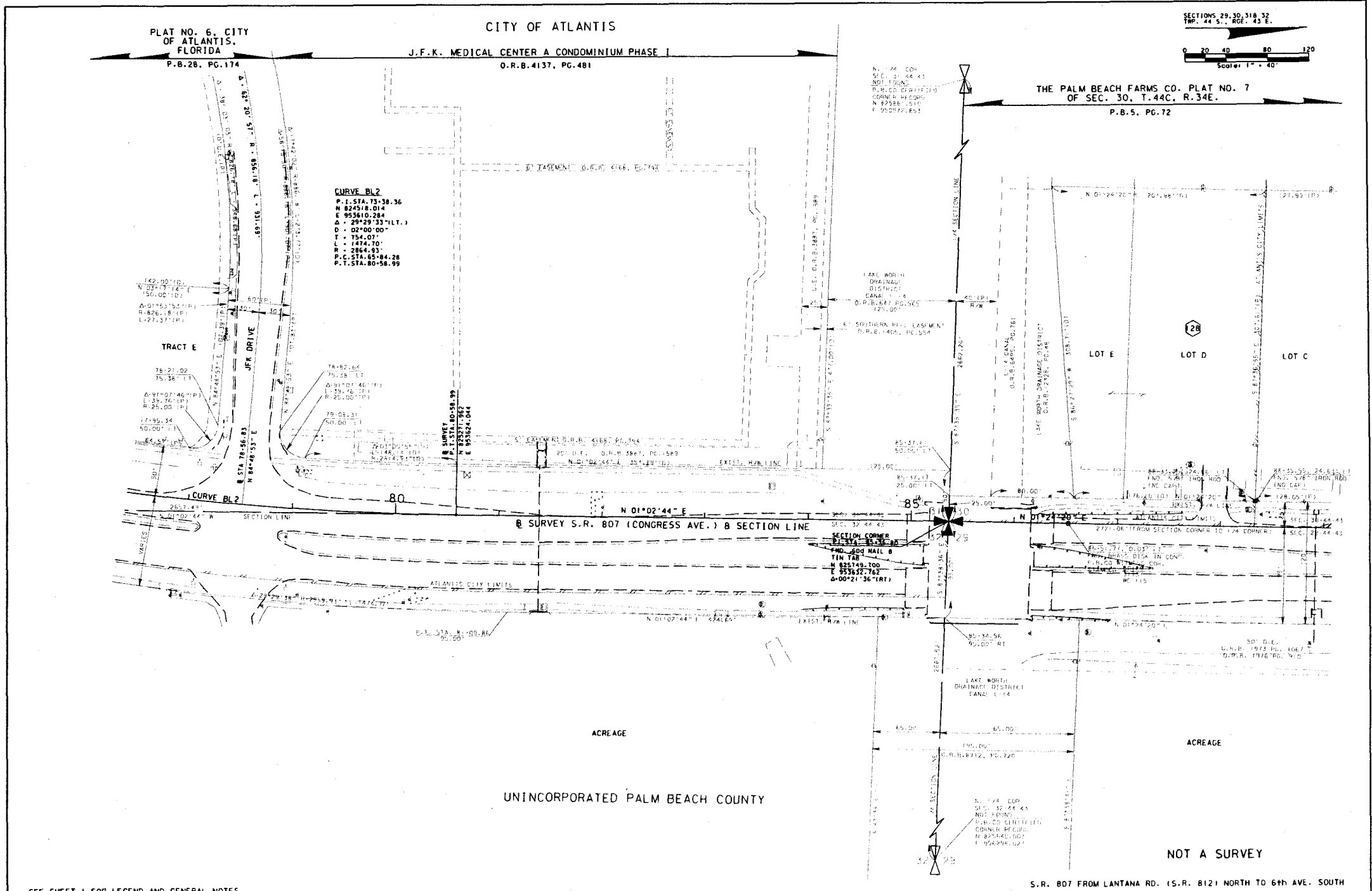
NOT A SURVEY

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

S.R. 807 FROM LANTANA RD. (S.R. 812) NORTH TO 6th AVE. SOUTH

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE	BY	DATE	FED. PROJ. NO. N/A	SECTION 93006-2510	MAPS PREPARED BY STOTLER 12/12/06	LISTED UNDER STATE ROAD NO. 807 (CONGRESS AVE.)	PALM BEACH COUNTY	TEMP/SEGMENT NO. 229892-1 SHEET 6 OF 9
		PRELIM	1/17/07	STOTLER	12/12/06						
		FINAL		STOTLER	12/12/06						
		CHECKED		SMITH	12/12/06						

11/15/06 - 11/15/06

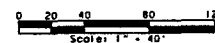


SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	DATE	1/17/07	FED. PROJ. NO. N/A	SECTION 93006-2510	STATE ROAD NO. 807 (CONGRESS AVE.)	PALM BEACH COUNTY	ITEM/SEGMENT NO. 229892-1 SHEET 7 OF 9
		PRELIM	STOTLER 11/01/04					

1:485 W. WOODRUFF LANE, SUITE 100, WEST PALM BEACH, FLORIDA 33411

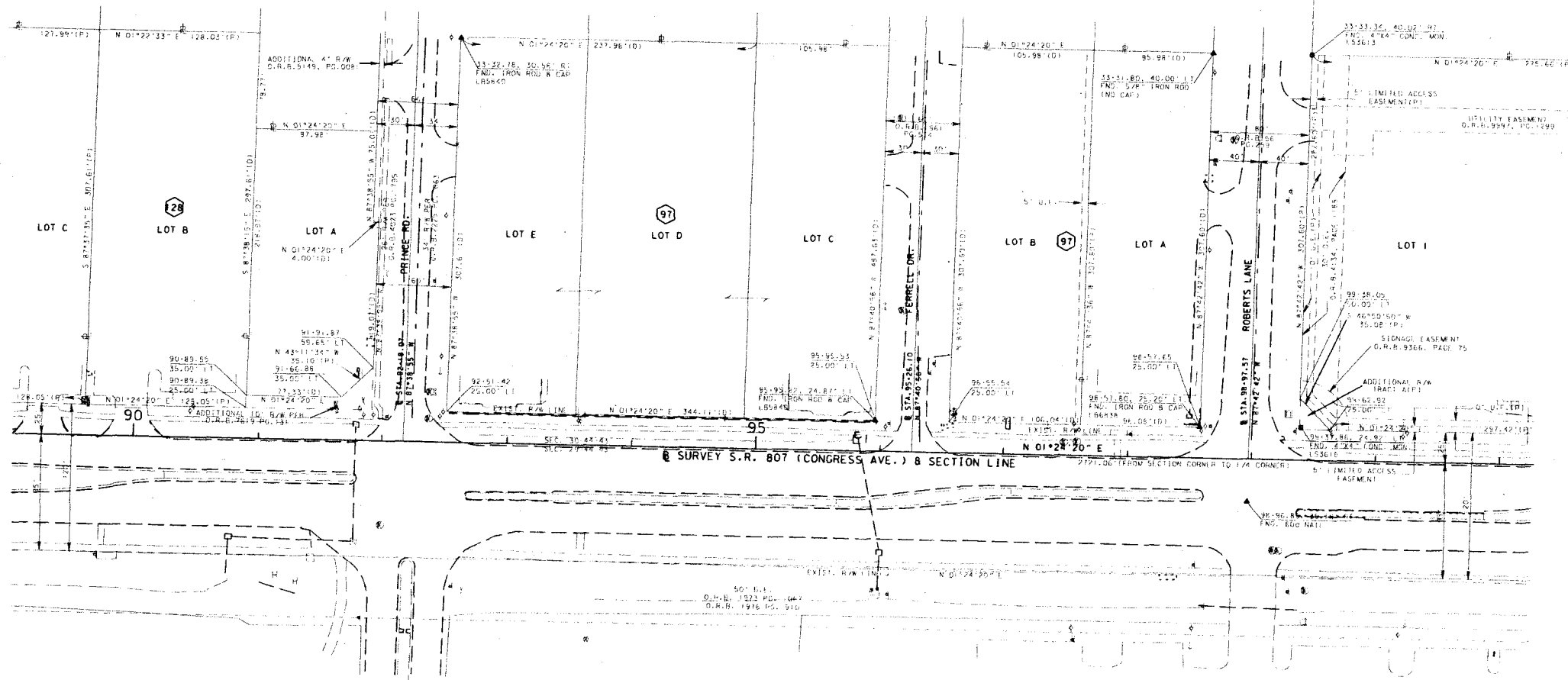
SECTIONS 29, 30,
TWP. 24 S., RGE. 43 E.



UNINCORPORATED PALM BEACH COUNTY

THE PALM BEACH FARMS CO. PLAT NO. 7
OF SEC. 30, T. 44S., R. 43E
P.B. 5, PG. 72

PLAT OF FORTY FIVE
THIRTY ONE CONGRESS
AVENUE, M.U.P.D.
P.B. 80, PG. 43



UNINCORPORATED PALM BEACH COUNTY

NOT A SURVEY

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

S.R. 807 FROM LANTANA RD. (S.R. 812) NORTH TO 6th AVE. SOUTH

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE	PRELIM	DATE	FED. PROJ. NO. N/A	SECTION 93006-2510	MAP NO. 229892-1	SHEET 8 OF 9
		1/11/07	11/01/04	STOTLER	12/12/06				
		CHECKED	DATE	FINAL	DATE	STATE ROAD NO. 807 (CONGRESS AVE.)	PALM BEACH COUNTY		
		SMITH	12/12/06	STOTLER	12/12/06				

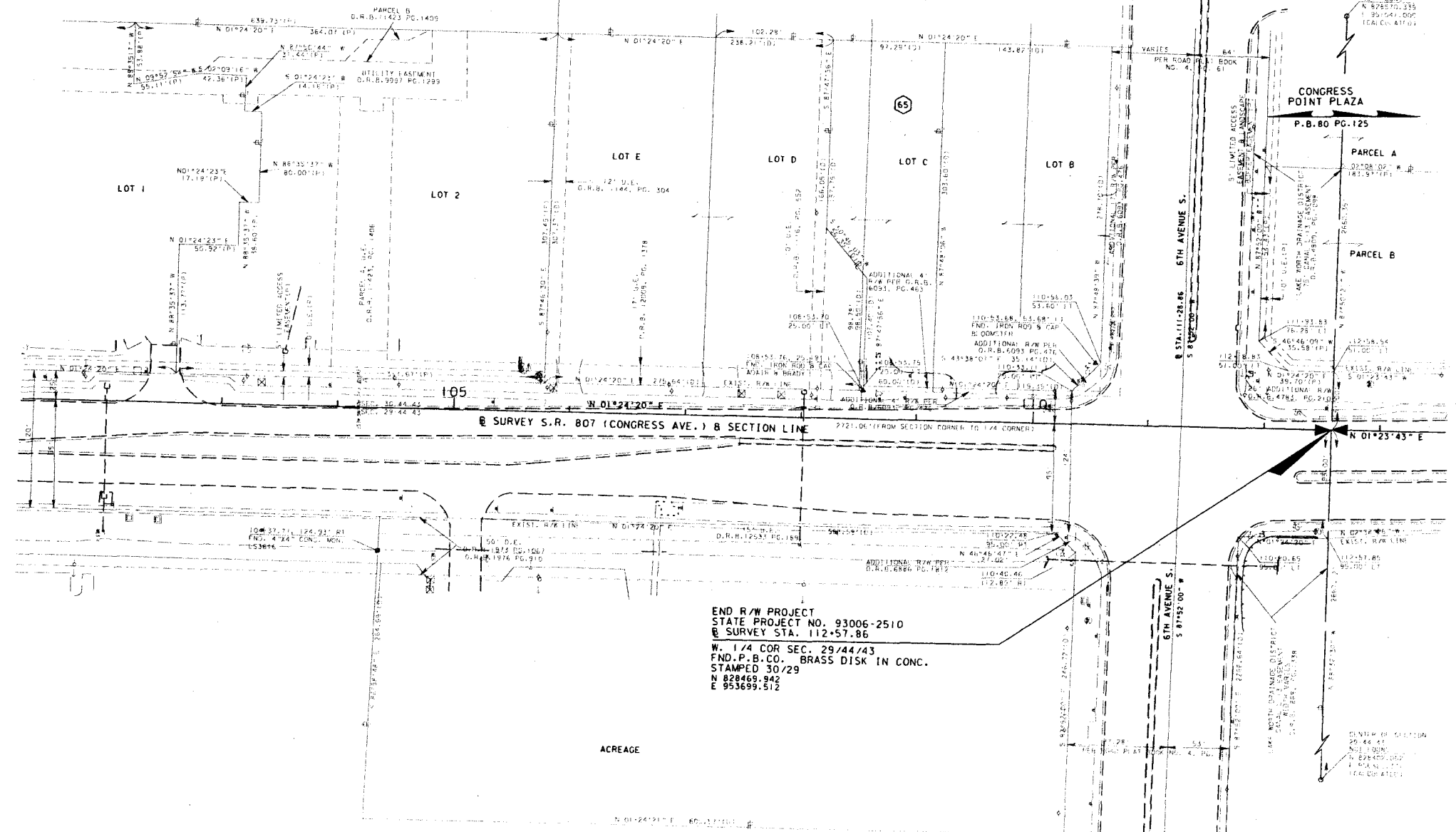
T:\MS\work\229892-1\right of way\106-1.dwg

SECTIONS 29 & 30
TWP. 44 S., RGE. 43 E.
Scale: 1" = 40'

UNINCORPORATED PALM BEACH COUNTY

PLAT OF FORTY FIVE THIRTY ONE
CONGRESS AVENUE, M.U.P.D.
P.B. 80, PG. 43

THE PALM BEACH FARMS CO. PLAT NO. 7
OF SEC. 30, T. 44S., R. 43E.
P.B. 5, PG. 72



END R/W PROJECT
STATE PROJECT NO. 93006-2510
@ SURVEY STA. 112+57.86
W. 1/4 COR SEC. 29/44/43
FND. P.B. CO. BRASS DISK IN CONC.
STAMPED 30/29
N 828469.842
E 953699.512

ACREAGE

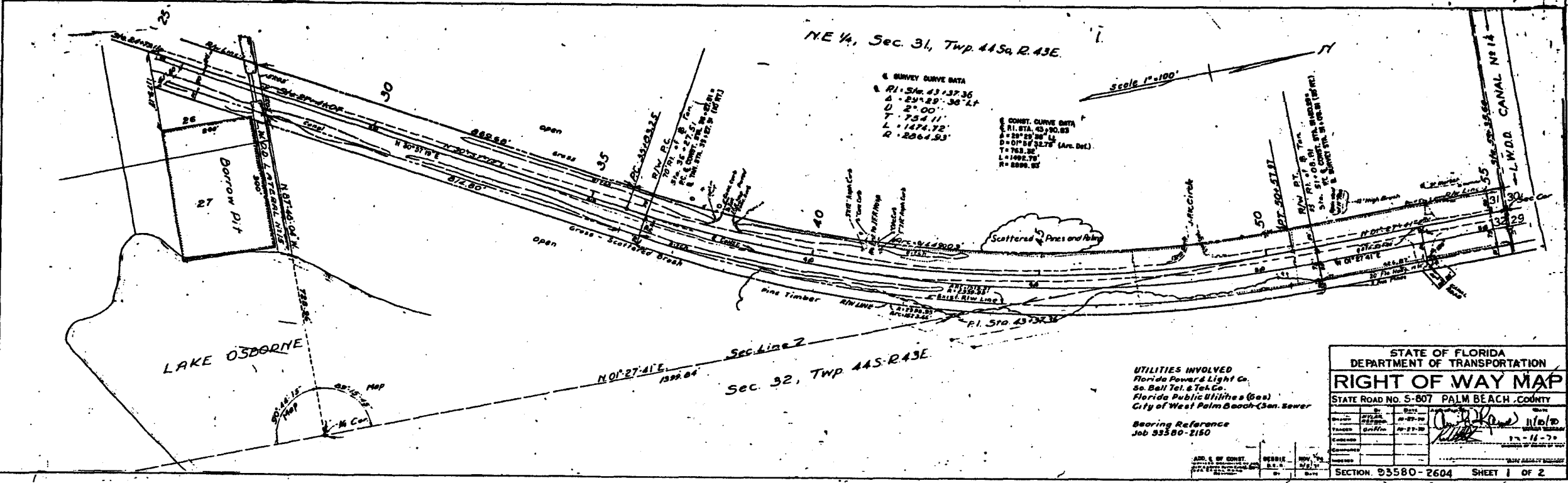
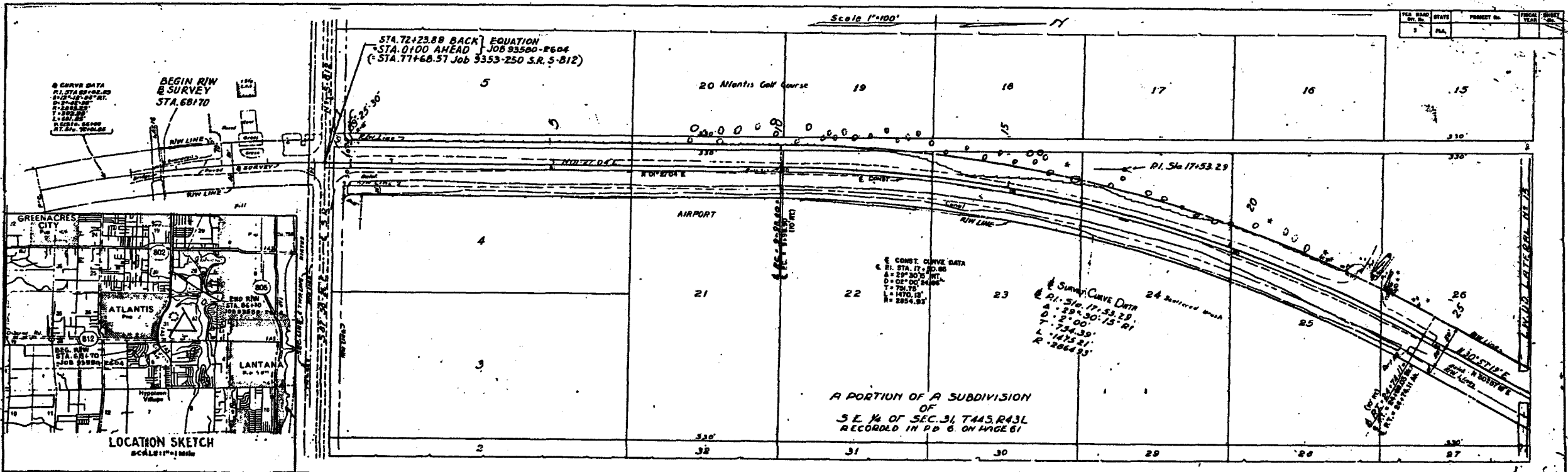
UNINCORPORATED PALM BEACH COUNTY

NOT A SURVEY

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

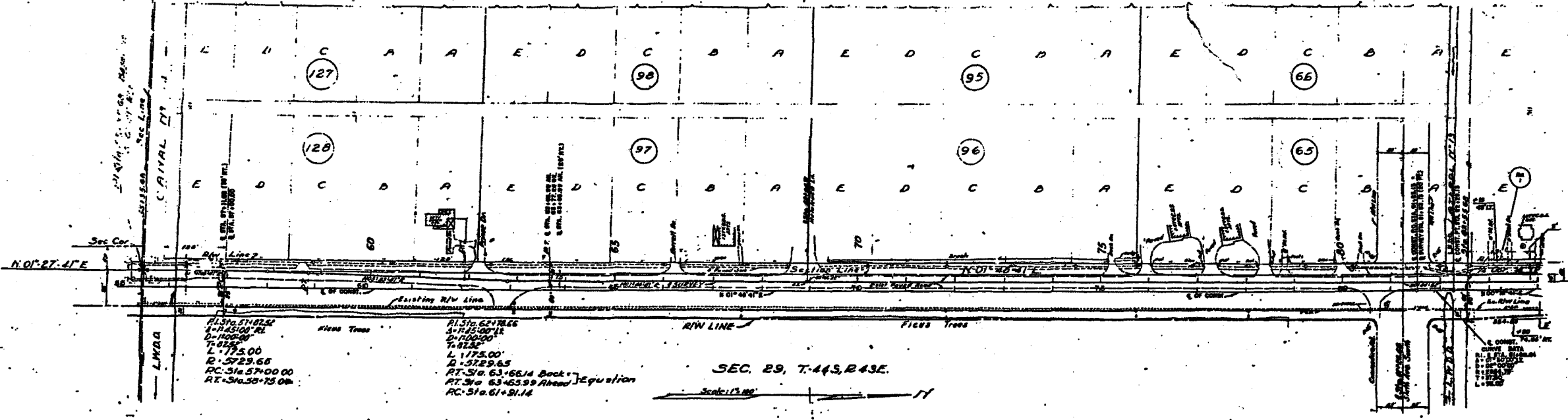
S.R. 807 FROM LANTANA RD. (S.R. 812) NORTH TO 6th AVE. SOUTH

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE	PREPARED BY	DATE	FED. PROJ. NO. N/A	SECTION 93006-2510	MAP SHEET NO. 11
		1/17/01	SMITH	12/12/06	SMITH	STATE ROAD NO. 807 (CONGRESS AVE.)	PALM BEACH COUNTY	ITEM/SEGMENT NO. 229892-1 SHEET 9 OF 9



PALM BEACH FARMS CO PLAT NO 7
 SEC. 30, T. 44S, R. 43E
 RECORDED IN R.B. 5, PAGE 72

FILE NO.	DATE



Along Trees
 PI: 51a.57+85.2
 P: 114.50+74.1
 D: 140.00
 T: 92.32
 L: 175.00
 Q: 5729.68
 RC: 51a.57+00.00
 RT: 51a.58+75.00

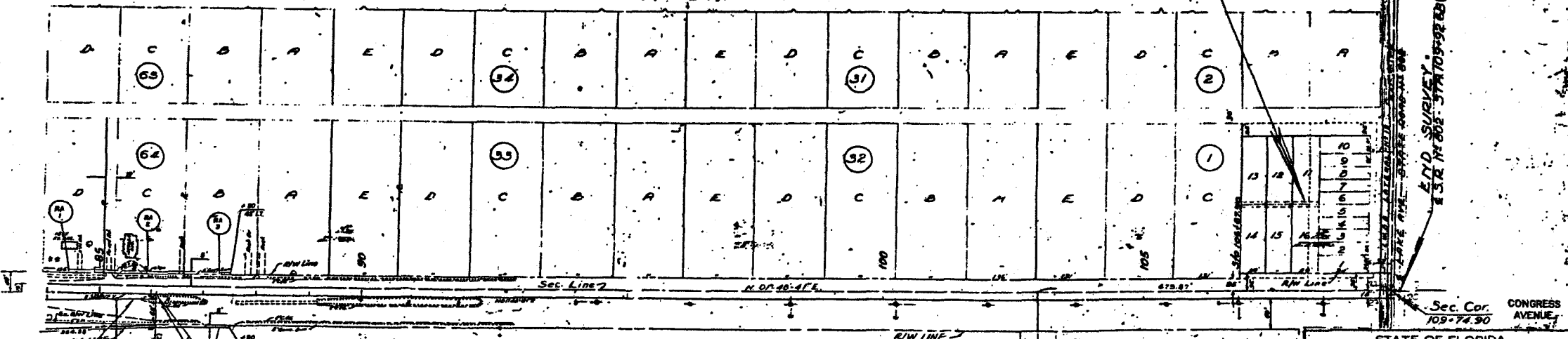
Along Trees
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 P: 114.50+74.1
 D: 140.00
 T: 92.32
 L: 175.00
 Q: 5729.68
 RT: 51a.63+66.14 Backs
 RT: 51a.63+63.99 Ahead
 RC: 51a.61+81.14

SEC. 29, T. 44S, R. 43E.

Scale: 1"=100'

PALM BEACH FARMS CO. PLAT NO 7
 SEC. 30, T. 44S, R. 43E.
 RECORDED IN R.B. 5, PAGE 72

LAKE AVENUE GARDENS
 RB. 14, PAGE 64



END PROJECT JOB 93580-2604
 STA. 86+10.00
 STA. 86+10.12

SEC. 29, T. 44S, R. 43E.

Scale: 1"=100'

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 STATE ROAD NO S-807 PALM BEACH COUNTY

SECTION 93580-2604 SHEET 2 OF 2

DATE: 11/10/70
 BY: [Signature]

APPROVED	DATE

RESOLUTION NO. R-2009-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIRMAN TO EXECUTE A ROADWAY TRANSFER AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING SR-807/CONGRESS AVENUE

WHEREAS, the Florida Department of Transportation (FDOT) has requested the transfer of SR-807/Congress Avenue to the County Road System; and

WHEREAS, the FDOT has requested that the County enter into a Roadway Transfer Agreement outlining the responsibilities of each party with respect to the transfer of SR-807/ Congress Avenue from Lantana Road North to Lake Worth Road (SR-802); and

WHEREAS, through this agreement, the County will accept all responsibility for the road right-of-way and for operation and maintenance of the roadway, including bridges; and

WHEREAS, the Board of County Commissioners has determined execution of the Roadway Transfer Agreement to be in the best interest of the citizens and residents of Palm Beach County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairman is hereby authorized to execute the Roadway Transfer Agreement.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

John F. Koons, Chairman	-
Burt Aaronson, Vice Chair	-
Karen Marcus	-
Shelley Vana	-
Steven L. Abrams	-
Jess R. Santamaria	-
Addie L. Greene	-

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2009.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

SHARON BOCK, CLERK AND
COMPTROLLER

By: _____

By: _____

Assistant County Attorney

Deputy Clerk