

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** December 7, 2010

Consent     Regular  
 Ordinance     Public Hearing

**Department:** Parks and Recreation

**Submitted By:** Parks and Recreation Department

**Submitted For:** Parks and Recreation Department

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: **A) receive and file** a fully executed Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement for Improvements at the South Bay RV Campground; **B) approve** a State of Florida Department of Transportation LAP Supplemental Agreement; and **C) approve** a Budget Amendment of \$195,485 within the Park Improvement Fund to establish budget for the approved grant.

**Summary:** On March 23, 2010, (R2010-0417) the Board adopted a Resolution authorizing the County to accept the reassignment of the FDOT Transportation Enhancement Grant FM#416139-1-58-01 and authorized the Director of Parks and Recreation Department to execute the funding Agreement on behalf of the County. The Agreement was executed by the Director, and is now being submitted to the Board to Receive and File. In July of 2010, Engineering Services bid the project, and bids were received on August 17, 2010. The lowest, responsive, responsible bidder was Edens Construction Company, Inc., a Palm Beach County firm located in the Glades area, in the amount of \$195,685.40. FDOT subsequently provided a LAP Supplemental Agreement to reflect the lower construction costs reducing the grant award amount from \$500,000 to \$195,485.40, after removing a \$200 construction contract item ineligible for grant reimbursement. The total project cost is approximately \$991,285, with the remaining \$795,800 funded by the 2005 \$25M GO Recreational & Cultural Facilities Bond fund. The grant project elements include exterior renovation of the historic railroad cottage; construction of sidewalks and pathways to interconnect the Crossroads Depot, the South Bay RV Campground, the Lake Okeechobee Scenic Trail (LOST); and associated fencing, landscaping, picnic tables, benches, and bike racks. District 6 (AH)

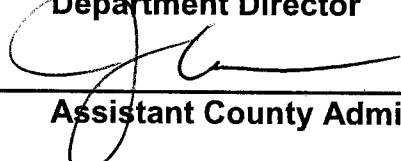
**Background and Justification:** On June 25, 2000, the County executed a 30-year lease agreement (R2000-1050) with the City of South Bay for the construction and operation of the Crossroads Depot and Marketplace by the City on park property in front of the County's South Bay RV Campgrounds. The City of South Bay applied for and was awarded a \$500,000 Transportation Enhancement (TE) grant from FDOT for the Lake Okeechobee Scenic Trail Gateway Trailhead Enhancements project on the Crossroads Depot in 2003. After the City's failure to complete the project and by mutual consent, the lease was terminated in 2009 (R2009-0606) and a request was made to FDOT for reassignment of the grant to the County. The County is now in the process of completing construction of the Crossroads Depot building for use as a community recreation center, renovating the historic railroad cottage as a park manager/tourist information office, and constructing site infrastructure that will allow the site to be used as an open-air greenmarket. The FDOT grant will assist the County in completing this project, which will serve as an economic stimulus by attracting tourism and boaters who spend money that would not ordinarily come into the Glades area. The Crossroads Depot site is also one of four locations in the Glades area proposed for a LOST trailhead kiosk to be funded and constructed by the County's Office of Economic Development.

**Attachments:**

1. Fully executed FDOT LAP Agreement (FM#416139-1-58-01)
2. FDOT LAP Supplemental Agreement (FM#416139-1-58-01)
3. Budget Amendment

**Recommended by:**   
Department Director

11/10/10  
Date

**Approved by:**   
Assistant County Administrator

11/22/10  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>991,285</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
External Revenues	<u>(195,485)</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>
<b>NET FISCAL IMPACT</b>	<u><b>795,800</b></u>	<u><b>15,000</b></u>	<u><b>15,000</b></u>	<u><b>15,000</b></u>	<u><b>15,000</b></u>
<b># ADDITIONAL FTE</b>					

POSITIONS (Cumulative) 0

Is Item Included in Current Budget? Yes  No   
 Budget Account No.: Fund  Department  Unit   
 Object  Program N/A

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

FUND: Park Improvement Fund (3600)/\$25M GO 05 Recreational & Cultural Facilities (Fund 3020)  
 UNIT: South Bay RV and Recreation Center

FDOT LAP TE grant	3600-581-P663-6520	\$195,485
Park Improvements	3020-581-P663-6520	<u>\$795,800</u>
	Total	\$991,285

The annual operating costs will be absorbed by the annual operating budget of the Parks Maintenance Division.

C. Departmental Fiscal Review: Chopelakis

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature] 11/17/2010  
 OFMB  
 11-16-10 11/10 AM 11-15-10

[Signature] 11/17/10  
 Contract Development and Control

**B. Legal Sufficiency:**

**This item complies with current County policies.**

Anne Delgent 11/19/10  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

Jon

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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PRODUCTION SUPPORT  
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FPN: 416139-1-58-01	Fund: SE	FLAIR Approp: _____
Federal No: 9048 106 C	Org Code: 55043010404	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: APZ 12	Vendor No: VF596000785149
Data Universal Number System (DUNS) No: 80-939-7102		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this 28 day of June, 2010 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Palm Beach County hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in City of South Bay, Lake Okeechobee Scenic Trail, Rehabilitation of Historic Transportation Building and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) A+B+1+RL+L+X are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

**Removal of All Funds**

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If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2011. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 1,295,800.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- "(a) 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."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

#### **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient 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 Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient 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. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
  - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421

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3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
  - b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).



All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

**8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement

as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

#### **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of

49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI - Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36

months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** 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.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

**13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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

AGENCY Palm Beach County

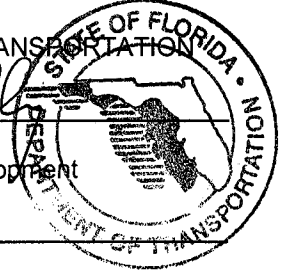
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Rennie Eubank*  
Name:  
Title:

By: *Gerry O'Reilly*  
Name: Gerry O'Reilly  
Title: Director of Transportation Development

Attest: *Director, Parks & Recreation*  
Title:

Attest: *Maria King*  
Title: *Admin Assist*



As to form:

As to form: *Legal Review:*

*Anne Delzant*  
Attorney

*[Signature]*  
District Attorney  
*Office of the General Counsel*

See attached Encumbrance Form for date of funding approval by Comptroller.





STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Palm Beach County 2300 North Jog Road West Palm Beach, FL 33411-2745	FPN: 416139-1-58-01
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**PROJECT DESCRIPTION**

Name: City of South Bay, L.O.S.T, Rehab. of Historic Transportation Building Length: N/A

Termini: at South Bay R.V. Park

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> 2006-2007 2007-2008 2008-2009 Total Planning Cost	_____	_____	_____
<b>Project Development &amp; Environment (PD&amp;E)</b> 2006-2007 2007-2008 2008-2009 Total PD&E Cost	_____	_____	_____
<b>Design</b> 2006-2007 2007-2008 2008-2009 Total Design Cost	_____	_____	_____
<b>Right-of-Way</b> 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost	_____	_____	_____
<b>Construction</b> 2009-2010 SE 2009-2010 LF 2008-2009 2007-2008 Total Construction Cost	\$500,000.00 \$795,800.00 _____ \$1,295,800.00	_____ \$795,800.00 _____ \$795,800.00	_____ \$500,000.00 _____ \$500,000.00
<b>Construction Engineering and Inspection (CEI)</b> 2006-2007 2007-2008 2008-2009 Total CEI Cost	_____	_____	_____
Total Construction and CEI Costs	\$1,295,800.00	\$795,800.00	\$500,000.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$1,295,800.00</b>	<b>\$795,800.00</b>	<b>\$500,000.00</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** \$500,000.00 in Federal and State Funds

**Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

**EXHIBIT "RL"**

**ROADWAY LIGHTING MAINTENANCE AGREEMENT (RLMA)**

**Paragraph 13.14** is expanded by the following:

1. a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

2. Record Keeping

The Agency shall keep records of all activities performed pursuant to this RLMA. The records shall be kept in such format as is approved by the Department.

3. Default

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

a) Pursue a claim for damages suffered by the Department or the public.

b) Pursue any other remedies legally available.

c) As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency, if the Agency fails to cure the non-performance within 14 calendar days after written notice from the Department; however, that advance notice and cure shall not be preconditions in the event of an emergency.

**EXHIBIT "RL" (continued)**

**ROADWAY LIGHTNING MAINTENANCE AGREEMENT (RLMA)**

4. Force Majeure

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided the party claiming the excuse from performance has:

- a) Promptly notified the other party of the occurrence and its estimate duration,
- b) Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- c) Resumed performance as soon as possible.

5. Miscellaneous

a) The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

- b) Time is of the essence in the performance of all obligations under this RLMA.

**EXHIBIT "L"**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

**Paragraph 13.14** is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project 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 the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

**EXHIBIT "L" (continued)**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

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

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Barbara Handrahan, Local Programs Administrator  
Florida Department of Transportation  
Program Management Office  
3400 West Commercial Boulevard  
Ft. Lauderdale, Florida 33309-3421

Or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Jean Matthews  
Palm Beach County  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated \_\_\_\_\_.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

**EXHIBIT "X"**

**PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE**

FPN: 416139-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and  
Palm Beach County

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Dated June 28, 2010

**SPECIAL CONSIDERATIONS BY AGENCY:**

The following paragraph replaces Section 4.00 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement executed between the Department and  
Palm Beach County

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Dated June 28, 2010

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, copies should be forwarded to the Department's Office of Comptroller and Federal-Aid Management Office.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FEDERAL-AID PROJECT FUNDING REQUEST**

525-010-30  
 CONSTRUCTION  
 08/00  
 Page 1 of 2

DATE \_\_\_\_\_

AGENCY Palm Beach County FEDERAL-AID PROJECT NUMBER \_\_\_\_\_

FIN NUMBER 416139-1-58-01 STATE JOB NUMBER \_\_\_\_\_ TIP PAGE NUMBER \_\_\_\_\_

PROJECT TITLE: City of South Bay, Lake Okeechobee Scenic Trail, Rehabilitation of Historic Transportation Building

PROJECT TERMINI FROM: at City of South Bay R.V. Park

WORK PHASE:  PLANNING  ENVIRONMENTAL  DESIGN  CONSTRUCTION  RIGHT OF WAY

AWARD TYPE:  LOCAL  LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on: \_\_\_\_\_, and reevaluated on: \_\_\_\_\_

EA /FONSI approved on: \_\_\_\_\_, and reevaluated on: \_\_\_\_\_

Categorical Exclusion:

Programmatic Categorical Exclusion determination on: \_\_\_\_\_

Type I Categorical Exclusion determination on: 06/21/2010

Type II Categorical Exclusion determination on: \_\_\_\_\_

Categorical Exclusion Reevaluation on: \_\_\_\_\_

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING						
PD&E						
DESIGN						
R/W						
CONST.	\$1,295,800.00	\$795,800.00		\$500,000.00	38.58	
TOTAL	\$1,295,800.00	\$795,800.00		\$500,000.00	38.58	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)  
 Roadway Width: N/A Number of Lanes N/A  
 Bridge Number(s) on Project N/A

DESCRIPTION OF PROPOSED WORK  New Construction  3-R  Enhancement  Congestion Mitigation  
 Roadway Width N/A Number of Lanes N/A  
 Bridge Numbers(s) on Project N/A

Construct concrete and asphalt pathways, site furnishings, fencing, landscaping, sod, pedestrian lighting and renovation of historic cottage railroad building.

LOCAL AGENCY CONTACT PERSON Jean Matthews	TITLE: Senior Planner
MAILING ADDRESS: 2700 6 <sup>th</sup> Avenue South; Lake Worth, FL	PHONE: 561-966-6652
AGENCY Palm Beach County	ZIP CODE: 33461

LOCATION AND DESIGN APPROVAL:

BY: \_\_\_\_\_  
 Approving Authority

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



AGENCY: Palm Beach County	PROJECT TITLE: City of South Bay, Lake Okeechobee Scenic Trail, Restoration of Historic Transportation Building.	DATE:
------------------------------	---	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An environmental determination has been completed for this project.

RIGHT OF WAY AND RELOCATION:

No Right of Way was acquired for this project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR IT'S DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: Palm Beach County Parks & Recreation

DATE: 6/21/2010

By:   
(Mayor / Chairman)

## FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Executive Office of the Governor's website (<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations<sup>1</sup> after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2)(r), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

<sup>1</sup> A non-state organization is defined as a nonprofit organization, for-profit organization (including sole proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: Palm Beach County  
 Type of Non-state Organization: Local Government  
 (i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)  
 Awarding Agency: Florida Department of Transportation  
 Title of State Project: Highway Planning & Construction  
 Catalog of State Financial Assistance (CSFA) Number: N/A  
 Contract/Grant/Agreement Number: APZ-12; 416139-1-58-01

### PART A

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Is the non-state organization a district school board, charter school, community college, government/public university outside of Florida or a Federal agency?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Is the relationship with the non-state organization <b>only</b> to procure commodities (as defined in 287.012(4) F.S.)?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Does the relationship with the non-state organization consist of <b>only</b> Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Does the relationship with the non-state organization consist of <b>only</b> State maintenance of effort (MOE) <sup>2</sup> resources that meet <b>all</b> of the following criteria?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

<sup>2</sup> MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

**If any of 1-4 above is yes, the recipient/vendor relationship determination does not need to be completed because the FSAA is not applicable to the non-state organization.**

**PART B**

**Recipient/Vendor Relationship Determination:**

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

**YES NO**

- 1. Does State law or legislative proviso create the non-state organization to carry out this State Project?
- 2. Is the non-state organization required to provide matching resources not related to a Federal Program?
- 3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.)
- 4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.)
- 5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.)

If **any** of the above is **yes**, there is a **recipient/subrecipient relationship** and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

**PART C**

Based on your analysis of the responses above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization:

(Check one) Recipient/Subrecipient:  Vendor:  Exempt Organization:

Comments:

Print Name: Barbara Handrahan

Telephone Number: 954-777-4459

Title: Local Agency Program Administrator

Signature: Barbara Handrahan

Date: 6-28-10

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

*Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.*

If a recipient/subrecipient relationship exists the standard contract audit language, including Exhibit 1, must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state organization.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Executive Office of the Governor, Office of Policy and Budget, Budget Management Policy Unit at (850) 487-3832 or Suncom 277-3832. Reference may be made to Rule 27D-1, FAC.

# FLORIDA SINGLE AUDIT ACT STATE PROJECT DETERMINATION CHECKLIST

This checklist may be obtained electronically from the Executive Office of the Governor's website (<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>).

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to a state program<sup>1</sup> for inclusion in the Catalog of State Financial Assistance (CSFA).

<sup>1</sup> A state program is defined as a set of special purpose activities undertaken to realize identifiable goals and objectives in order to achieve a State agency's mission and legislative intent requiring accountability for State resources.

A state program or budget appropriation may include more than one special purpose activity with distinctly different objectives. Each of these distinct special purpose activities must be assigned a separate CSFA number (if the FSAA is determined to be applicable based on the analysis below).

The General Appropriations Act - particularly appropriation categories 05, 08, 09, 10, and 14XXXX - is an excellent place to begin researching state programs to determine their applicability to the FSAA. However, this list of appropriation categories is not all-inclusive.

A State Project is a state program that provides state financial assistance to a non-state organization<sup>2</sup> and must be assigned a CSFA number.

<sup>2</sup> A non-state organization is defined as a nonprofit organization, for-profit organization (including sole proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

State Agency: Palm Beach County  
 Title/Name of State Program: Highway Planning & Construction  
 Authorizing Statute/Legislative Proviso: PL 109-59:23 U.S.C. 101

**All four questions below must be completed.** A state program may include more than one source of support. (i.e. A yes to more than one of the questions below.) Each source of support must be considered independently.

Is the state program supported by:

**Yes No**

- 1. Federal resources? If yes, please note CFDA number 20.205
- 2. State matching resources for a Federal Program as defined by OMB Circular A-133?
- 3. State maintenance of effort/level of effort (MOE) resources for a Federal Program as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking)? If yes, please note CFDA number (if different from above) \_\_\_\_\_
- 4. State resources other than State match or State MOE?

**Complete the applicable sections below for each yes response above.**

If **only** Question 1 **and/or** Question 2 above is **yes**, the state program is **not** a State Project and should not be included in the CSFA.

If Question 3 above is **yes**, the State MOE resources must be analyzed using the following criteria:

**Yes No**

- A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
- B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
- C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

If A-C above are **all yes**, the state program is **not** a State Project and should not be included in the CSFA.

If **any** of A-C above are **no**, the state program is a State Project and must be assigned a CSFA number.

If Question 4 above is **yes**, answer the following:

**Yes No**

- Are any of the State resources provided to a non-state organization?

If **no**, the state program is **not** a State Project and should not be included in the CSFA.

If **yes**, the state program must be evaluated using the following criteria:

**Yes** **No**

- A. Does the state program establish programmatic objectives, which must be met by the non-state organization in order for it to receive State resources? (e.g. legislative intent, programmatic outcomes/goals, or are related to the Agency's mission)
- B. Does the state program provide resources to enhance or support the operations or programs of a non-state organization?
- C. Does the state program provide resources to a non-state organization for providing a program service? (i.e. Are the services provided by the non-state organization consistent with the programmatic objectives?)
- D. Does the state program contain specific laws, guidelines or regulations regarding allowable program expenditures?

If **any** of A-D above is **yes**, the state program is a State Project and must be assigned a CSFA number.

Based on your analysis above and discussions with appropriate agency personnel, state your conclusion regarding the state program:

(Check one) A State Project: \_\_\_\_\_ Not a State Project:  \_\_\_\_\_

Comments:

Completed By: (Program Personnel)

Print Name: Barbara Handrahan

Phone Number: 954 777 4459

Title: District Local Program Administrator

Signature: Barbara Handrahan

Date: June 28, 2010

Budget Office Review: (Applies only to Questions 1-4)

Print Name of Reviewer: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Signature of Reviewer: \_\_\_\_\_

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

Finance and Accounting Review: (Applies only to Question 3 A-C and Question 4 A-D)

Print Name of Reviewer: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Signature of Reviewer: \_\_\_\_\_

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

Office of Inspector General Receipt:

Print Name of Receiver: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Signature of Receiver: \_\_\_\_\_

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

Questions regarding the evaluation of a state program or if it has been determined that the state program is a State Project and has not been assigned a CSFA number, contact your FSAA State agency liaison or the Executive Office of the Governor, Office of Policy and Budget (OPB), Budget Management Policy Unit (BMP) at (850) 487-1880 or Suncom 277-1880. **The Agency's Office of Inspector General, must forward each original completed and approved checklist, to the Executive Office of the Governor, OPB, BMP, Room 1703, The Capitol, Tallahassee, Florida 32399-0001.** Reference may be made to Rule 27D-1, FAC.

**Castro, Ricardo**

**From:** Castro, Ricardo  
**Sent:** Wednesday, June 23, 2010 4:50 PM  
**To:** Castro, Ricardo  
**Subject:** FW: FUNDS APPROVAL/REVIEWED FOR CONTRACT APZ12

-----Original Message-----

From: The job FI989WMR  
Sent: Wednesday, June 23, 2010 3:10 PM  
To: Hopkins, Yanique  
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APZ12

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #APZ12 Contract Type: AK Method of Procurement: G  
Vendor Name: PALM BEACH COUNT  
Vendor ID: VF596000785149  
Beginning date of this Agmt: 06/23/10  
Ending date of this Agmt: 12/31/11  
Contract Total/Budgetary Ceiling: ct = \$500,000.00

\*\*\*\*\*

Description:

City of South Bay Lake Okeechobee Scenic Trail Rehabilitation of Historic Transportation Building

\*\*\*\*\*

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS			

\*\*\*\*\*

Action: ORIGINAL Funds have been: APPROVED

55 043010404	*OM	*790092	*	500000.00	*41613915801	*215	*20.205
2010		*55150200			*088717/10		
0001		*00	*		*0001/04		

-----  
TOTAL AMOUNT: \*\$ 500,000.00 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 06/23/2010

**RESOLUTION NO. 20100417**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A FLORIDA DEPARTMENT OF TRANSPORTATION SOUTH BAY TRANSPORTATION ENHANCEMENT GRANT FM#416139-1-58-01 WHICH WAS ORIGINALLY AWARDED THE CITY OF SOUTH BAY TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.**

**WHEREAS**, the County is interested in completing improvements at the South Bay Depot and South Bay RV Campground; and

**WHEREAS**, the City of South Bay was awarded a \$500,000 Transportation Enhancement grant for construction of the Crossroads Depot, renovations of the historic railroad cottage, design engineering and permitting for the marina and construction of pedestrian related facilities; and

**WHEREAS**, the City of South Bay was providing \$795,800 in matching funds; and

**WHEREAS**, the City of South Bay has terminated their Lease Agreement with the County and has requested the County construct the grant related improvements; and

**WHEREAS**, the County desires to enter into a Grant Agreement with the Florida Department of Transportation for \$500,000 without matching funds, for renovations to the historic railroad cottage and construction of sidewalks and pathways to interconnect the Crossroads depot, the South Bay RV Campground and the Lake Okeechobee Scenic Trail (LOST) along with associated pedestrian lighting, landscaping, benches and bike racks.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,**  
that:

**Section 1.** The foregoing recitals are true and correct and incorporated herein

by reference.

**Section 2.** The Director of the Palm Beach County Parks and Recreation Department is hereby authorized to execute the funding Agreement associated with the Transportation Enhancement grant at South Bay R.V. Campground and the Lake Okeechobee Scenic Trail, as well as task assignments, certifications, standard forms, or amendments to the Agreement that do not change the scope of work or terms and conditions of the Agreement.

**Section 3.** The provisions of this Resolution shall be effective immediately upon adoption hereof.

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

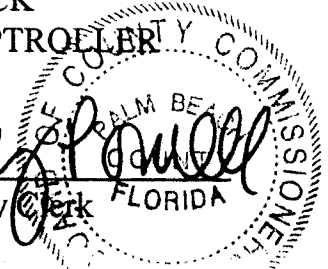
COMMISSIONER BURT AARONSON, CHAIR	Aye
COMMISSIONER KAREN T. MARCUS, VICE CHAIR	Aye
COMMISSIONER JOHN F. KOONS	Aye
COMMISSIONER SHELLEY VANA	Aye
COMMISSIONER STEVEN L. ABRAMS	Aye
COMMISSIONER JESS R. SANTAMARIA	Aye
COMMISSIONER PRISCILLA A. TAYLOR	Aye

The Chair thereupon declared the resolution duly passed and adopted this 23rd day of March, 2010.

PALM BEACH COUNTY, a political subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

By: [Signature]  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By [Signature]

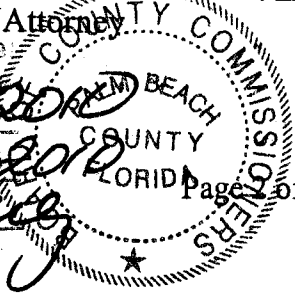
APPROVED AS TO TERMS AND CONDITIONS

By [Signature]

Dennis L. Eshleman, Director  
Parks and Recreation Department

STATE OF FLORIDA, COUNTY ASSISTANT CLERK  
I, SHARON R. BOCK, Clerk and Comptroller  
certify this to be a true and correct copy of the original  
filed in my office on March 23, 2010  
dated at West Palm Beach, FL on 6-21-2010

By [Signature]  
Deputy Clerk





STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION**

575-095-05  
RIGHT OF WAY  
09/07

R/W ITEM/SEGMENT NO.: \_\_\_\_\_ MANAGING DISTRICT: Four  
CONSTRUCTION ITEM/SEGMENT NO.: 416139-1-58-01 STATE ROAD: N/A  
F.A.P. NO. (Construction): \_\_\_\_\_ DESCRIPTION: City of South Bay, Lake  
COUNTY: PALM BEACH Okeechobee Scenic Trail, Rehab. of Historic  
LETTING DATE: \_\_\_\_\_ Transportation Building.

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

**Acquisition**

- Right of way was not acquired for this project.  
 Right of way was acquired for this project in compliance with applicable state and federal law.

**Relocation**

- No persons or businesses were required to move or move personal property from the project right of way.  
 All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

**Demolition**

- No structures or improvements, including encroachments, required removal from the project right of way.  
 All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

**Asbestos Abatement**

- No structures or improvements requiring asbestos abatement were located on the project right of way.  
 Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: \_\_\_\_\_

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

Date: 4-12-10

 Certified by: \_\_\_\_\_

Title: Cheryl A. Balogh, District R/W Manager

Date: 5/4/10

RECEIVED FDOT District 4

APR 16 2010

Program Management

ADDITIONAL STATEMENT – Local Agency Program

No Additional Right of Way Required

RW ITEM/SEGMENT NO.: N/A

STATE ROAD: N/A

CONST. ITEM SEGMENT NO.: 416139-1-58-01

DESCRIPTION: Palm Beach County, Lake

F.A.P. NO.: \_\_\_\_\_

Okeechobee Scenic Trail, Rehabilitation. Of  
Transportation Building.

PREFERRED LETTING DATE: \_\_\_\_\_

LOCAL AGENCY: Palm Beach County

The following interests in land (Right of Way) will NOT be required for the construction of this project.

Fee Title – land on which a permanent improvement is to be placed and maintained.

Perpetual Easement – maybe used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.

Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement which is a permanent part of the transportation facility or which requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, and will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by Palm Beach County for the purpose of restoration and harmonization.

  
SIGNATURE

4-10-12  
DATE

Dennis Eshleman  
NAME (Printed)

Title: Director

Agency: Palm Beach County Parks and Recreation Department

**TYPE 1 OR PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST**

Financial Project ID 416139-1  
 FAP No. 9048-106-C  
 State Road No. NA  
 County Palm Beach  
 Project Description: South Bay RV Park Sidewalks and Historic Transportation Building Restoration

	YES	NO
Will the project cause significant adverse impacts to local traffic patterns, property access, or community cohesiveness, or planned community growth or land use patterns?	___	<u>X</u>
Will the project cause significant adverse impacts to air, noise and water?	___	<u>X</u>
Will the project cause significant adverse impacts to wetlands?	___	<u>X</u>
Will the project cause significant adverse impacts to navigation?	___	<u>X</u>
Will the project cause significant impacts to floodplains in accordance with Part 2, Chapter 24?	___	<u>X</u>
Will the project cause significant impacts to endangered and threatened species or their critical habitats?	___	<u>X</u>
Will the project require acquisition of significant amount of right-of-way?	___	<u>X</u>
Will the project require relocation of a significant number of residents or businesses?	___	<u>X</u>
Are there any properties protected under Section 4(f) of the U.S. Department of Transportation Act within the project limits that will require a Section 4(f) Evaluation in accordance with Part 2, Chapter 13?	___	<u>X</u>
Are there any properties protected under Section 106 of the National Historic Preservation Act within the project limits, and if there are, will the project have a significant impact on any of those properties? Projects that may involve historic properties must meet the requirements for consultation with the SHPO (or THPO as appropriate) as outlined in Part 2, Chapter 12 of this manual.	___	<u>X</u>
Will the project have a significant involvement with contamination?	___	<u>X</u>
Will the project require a public hearing or an opportunity for a public hearing?	___	<u>X</u>

**IMPORTANT** If the answer to any of these questions in **Yes**, then a Type 1 or Programmatic Categorical exclusion does not apply, and additional coordination with the FHWA Transportation Engineer is required to determine the necessary level of environmental documentation.

Financial Project ID 416139-1  
FAP No. 9048-106-C  
State Road No. NA  
County Palm Beach  
Project Description: South Bay RV Park Sidewalks and Historic Transportation Building Restoration

**FINDING:**

This project has been evaluated and, has been determined to meet the conditions as set forth in the PD&E Manual, Part 1, Chapter 2; therefore:

X This project is a Type 1 Categorical Exclusion under (23 CFR 771.117(c)) effective November 27, 1987.

       This project is a Programmatic Categorical Exclusion per FHWA, FTA, and FDOT Agency Operating Agreement executed on January 15, 2003.

Package prepared by:

LAP Reviewer: *Jim Matthews*  
Name:  
Company:  
Address:

Date: 6-21-2010

LAP Administrator: *Handrahan for BH*  
Barbara Handrahan

Date: 6-21-2010

FDOT Concurrence: *Ann Broadwell*  
District 4 Environmental Administrator

Date: 6-21-2010

The following is a list of any supporting reports or technical studies that were prepared and are included in the project file that were necessary to support the conclusions reached on the checklist. This documentation is required only for unusual circumstance since the projects covered by Type 1 and Programmatic CE determinations do not typically, based on past experience, cause significant impact.

- Cultural Resource Assessment Survey (CRAS) For the South Bay Historic Railroad Cottage (submitted to SHPO)
- Negative Declaration/Section 4(f) Determination Letter
- \_\_\_\_\_
- \_\_\_\_\_

**South Bay Transportation Enhancement Grant  
FM#416139-1-58-01**

**Type 1 Categorical Exclusion**

Palm Beach County Parks and Recreation Department is applying for a Type 1 Categorical Exclusion for the South Bay Transportation Enhancement Project.

The project scope includes the renovation of the historic railroad cottage, construction of sidewalks and pathways to interconnect the Crossroads Depot, the South Bay RV Campground and the Lake Okeechobee Scenic Trail (LOST), along with associated pedestrian lighting, landscaping, benches and bike racks.

The following summary is being provided in accordance with Local Agency Program (LAP) Categorical Exclusion requirements. Also enclosed is the completed "Local Agency Program Type 1 or Programmatic Categorical Exclusion Checklist form for the project. See Attachment A.

**Local Traffic Patterns**

The entire project is located completed off-road and No Maintenance of Traffic Plans is required. The project does not interest any road. See Attachment B, South Bay Location Map.

**Property Access and Right of Way Acquisition**

No adverse effects to property access are expected as a result of the project. No right of way will be purchased for the proposed project.

**Planned Community Growth/Land Use Patterns**

This project is not expected to have any adverse impacts to the planned community growth or planned land use patterns. The South Bay R.V. Park has a future land use designation of LR-3 = Low Residential, 3 units per acre. The property surrounding the project site is primarily used for agriculture and has a future land use of either LR-3 or AP = Agricultural Protection. See Attachment C, Land Use Map.

**Community Cohesiveness**

The project limits are wholly within a Palm Beach County Park. The project is expected to be used as a trailhead for the Lake Okeechobee Scenic Trail which will generate tourism and provide an economic benefit to the surrounding community.

**Air Quality and Noise**

No long-term air quality or noise impacts are expected as a result of the project, since it is not a capacity improvement project. The scope of the work does not involve construction of additional travel lanes, and no noise impacts are expected as per 23 CFR 772, a noise study is not required.

**Water Quality and Wetlands**

The project site does not contain wetlands and no work is being performed that will adversely impact water quality from the proposed project activities.

**Navigable Waters**

There are no navigable waters on the project site.

**Floodplain Encroachment**

This project does not involve work within the horizontal limits of the 100-year floodplain. (See Attachment D South Bay Flood Zones Map). The project site is located in a "B" Flood Zone designation.

**Endangered and Threaten Species, Other Wildlife, and Their Critical Habitat**

The project site was historically used to farm sugar cane and was seized by the Federal Government as part of a drug raid. In 1990 the State of Florida sold the property to Palm Beach County. In 1995 the County de-mucked the site and brought in shell rock in order to construct the campground. All the water bodies are man made and there is limited vegetation on site and minimal habitat suitable for wildlife.

#### **Right-of-Way**

The project does not require the acquisition of additional right-of-way.

#### **Community Services**

No businesses or community services are located within the project area.

#### **Section 4(f) of the Department of Transportation Act**

The RV park is considered a Section 4(f) property. However, the addition of sidewalks qualifies for a Negative Declaration/ Section 4(f) Evaluation for Independent Walkways and Bikeways. The renovations to the historic railroad cottage are not considered an adverse effect; therefore Section 4(f) does not apply to that portion of the project.

#### **Section 106 of the National Historic Preservation Act**

The railroad cottage is potentially eligible for listing on the National Register of Historic Places. However, the proposed renovations are not considered an adverse effect to this resource. In a letter dated June 16, 2010, SHPO concurred with this determination.

#### **Contamination**

No contamination impacts are anticipated as a result of this project. In the event that construction operations encounter or expose any abnormal condition that may indicate the presence of hazardous materials or toxic waste, the contractor is required to follow 2004 edition of the FDOT Standard Specifications for Road and Bridge Construction (Section 8-4.9.).

#### **Public Hearing**

Per the PD&E Manual, Part 1, Chapter 8, the proposed project does not qualify as a major transportation improvement and therefore a public hearing is not required. However, the project has appeared before the public in two different venues and comments have been favorable.

- The Glades Technical Advisory Committee's (GTAC) mission is to provide a regional perspective and serve in an advisory role in planning efforts affecting the Lake Region communities. On August 27, 2009 the GTAC took a bus tour of various projects in the Glades area including the South Bay Depot and Campground. See Attachment F, Meeting Minutes.
- On August 25, 2009 the Palm Beach Parks and Recreation Department held a public meeting in the South Bay Campground Recreation Building to discuss proposed improvements at the South Bay Campground. See Attachment G, Public Meeting Notice
- The Metropolitan Planning Organization – Bike/Greenway/Pedestrian, Advisory Committee (PGPAC) meets once a month to review roadway plans and to advise the MPO on bike, greenway and pedestrian issues. See Attachment H, Meeting Minutes.

#### **Controversy**

No controversial issues exist regarding this project.

#### **Permits**

No environmental permits are required for this project. Palm Beach County Building Permits will be required for a portion of the improvements.

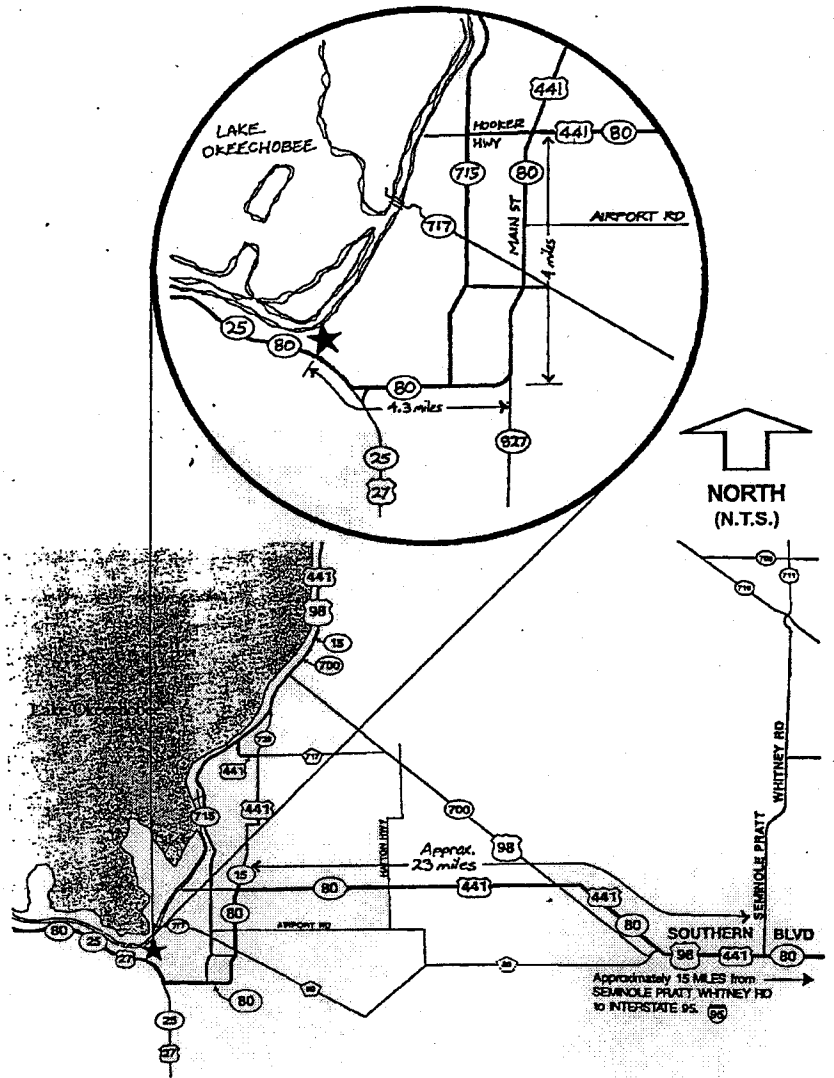
<b>NAME</b>	<b>SOUTH BAY RV CAMPGROUND</b>
<b>ENTRANCE</b>	100 Levee Rd South Bay FL 33498
<b>GLASS</b>	Special Facility
<b>ACREAGE</b>	35 Acres
<b>OFFICE HOURS</b>	7:00 am - 9:00 pm

- FACILITIES:**
- fishing (freshwater)
  - campsites with cable TV hookups\* ..... 72
  - comfort stations\* ..... 2
  - children's play area ..... 1
  - group fire rings ..... 2
  - horse shoe pits ..... 2
  - dump station and sewer wagon service\* ..... 1
  - recreation hall/group picnic pavilion\*
  - laundry facilities
  - access to concrete city boat ramp (steep)
  - pay phones

\*Meets ADA accessibility standards

**INFORMATION:**  
reservations ..... (561) 992-9045

**Directions:** I-95 exit at Southern Blvd (exit 68). Take Southern Blvd. west 37.9 miles, turn left onto Main Street (FL-80) go 7 miles and turn right onto US-27, turn right into Levee Road the park will be on your right.





FLORIDA DEPARTMENT OF STATE

**Dawn K. Roberts**

Interim Secretary of State

DIVISION OF HISTORICAL RESOURCES

Ms. Linda Anderson  
Federal Highway Administration  
545 John Knox Road, Suite 200  
Tallahassee, Florida 32303

June 16, 2010

RE: DHR No.: 2010-1929/Received by DHR: June 11, 2010  
FM No.: 416139-1-58-01  
Project: South Bay Railroad Workers Cottage Rehabilitation  
County: Palm Beach

Dear Ms. Anderson:

This office received and reviewed the above-referenced Local Agency Program (LAP) project in accordance with Section 106 of the National Historic Preservation Act of 1966 as amended, 36 CFR Part 800: Protection of Historic Properties, and Chapter 267, *Florida Statutes*. It is the responsibility of the State Historic Preservation Officer to advise and assist, as appropriate, Federal and State agencies in carrying out their historic preservation responsibilities; to cooperate with agencies to ensure that historic properties are taken into consideration at all levels of planning and development; and to consult with the appropriate agencies in accordance with the National Historic Preservation Act of 1966 as amended, on undertakings that may affect historic properties. The following comments are based on the recommended approaches to rehabilitation set forth in the *Secretary of Interior Standards for the Treatment of Historic Properties (Standards)*.

The above project proposes to rehabilitate the South Bay Railroad Workers Cottage (8PB7779), which is located in the South Bay RV Park in Palm Beach County, Florida. The proposed work will also include landscape improvements and the addition of sidewalks within the RV park, near the cottage. An historical and architectural assessment of the building recommended that the South Bay Railroad Workers Cottage (8PB7779) was eligible for listing in the National Register of Historic Places (NRHP). After a review of the report, the Federal Highway Administration (FHWA) concurred with its recommendation and determined that the building was NRHP eligible. FHWA also concluded that the proposed project would not have an *adverse effect* on the property as long as it was repaired according to the *Standards*.

After a review of the submitted report, this office concurs with FHWA and finds that the South Bay Railroad Workers Cottage (8PB7779) is eligible for listing in the NRHP under Criterion A in the area of Transportation and Criterion C in the area of Architecture. In addition, we find that the proposed work will have *no adverse affect* [as per 36 C.F.R. Part 800, § 800.5(b)] on the South Bay Railroad Workers Cottage (8PB7779) and is consistent with the *Standards* on the condition that the following two issues are sufficiently addressed:

- In the note on the "Existing Front Elevation" on Sheet No. 10 specifying the removal and Ms. Linda Anderson

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office  
850.245.6300 • FAX: 245.6436

Archaeological Research  
850.245.6444 • FAX: 245.6452

Historic Preservation  
850.245.6333 • FAX: 245.6437



DHR No.: 2010-2599  
June 16, 2010  
Page 2

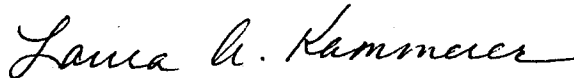
replacement of existing wood siding, the contractor is directed to "install a siding of similar dimension." The new siding should *accurately* match the size and profile of the existing siding.

- On the "First Floor Plan" on Sheet No. 9, the contractor is directed to "remove existing wood deck planks and replace with 5/4 x 6" choice P.T. pine" at the front porch. Unlike the ramp, deck, and steps at the rear of the building, the front porch was replicated when the building was relocated to its current site. The decking used was to be nominal 1" x 3" tongue-and-groove material. Pressure-treated tongue-and-groove decking matching the dimensions of the existing decking will be acceptable. The 5/4 x 6" decking specified would be *inappropriate* for this application.

Please note that Plan Sheets No. 9 and 10 should be modified to reflect the above-requested revisions. This office also requests that the building be photo-documented upon the completion of the proposed project. Both the revised Plan Sheets No. 9 and 10 and the completion photos should be submitted to this office for review/inclusion in our project file.

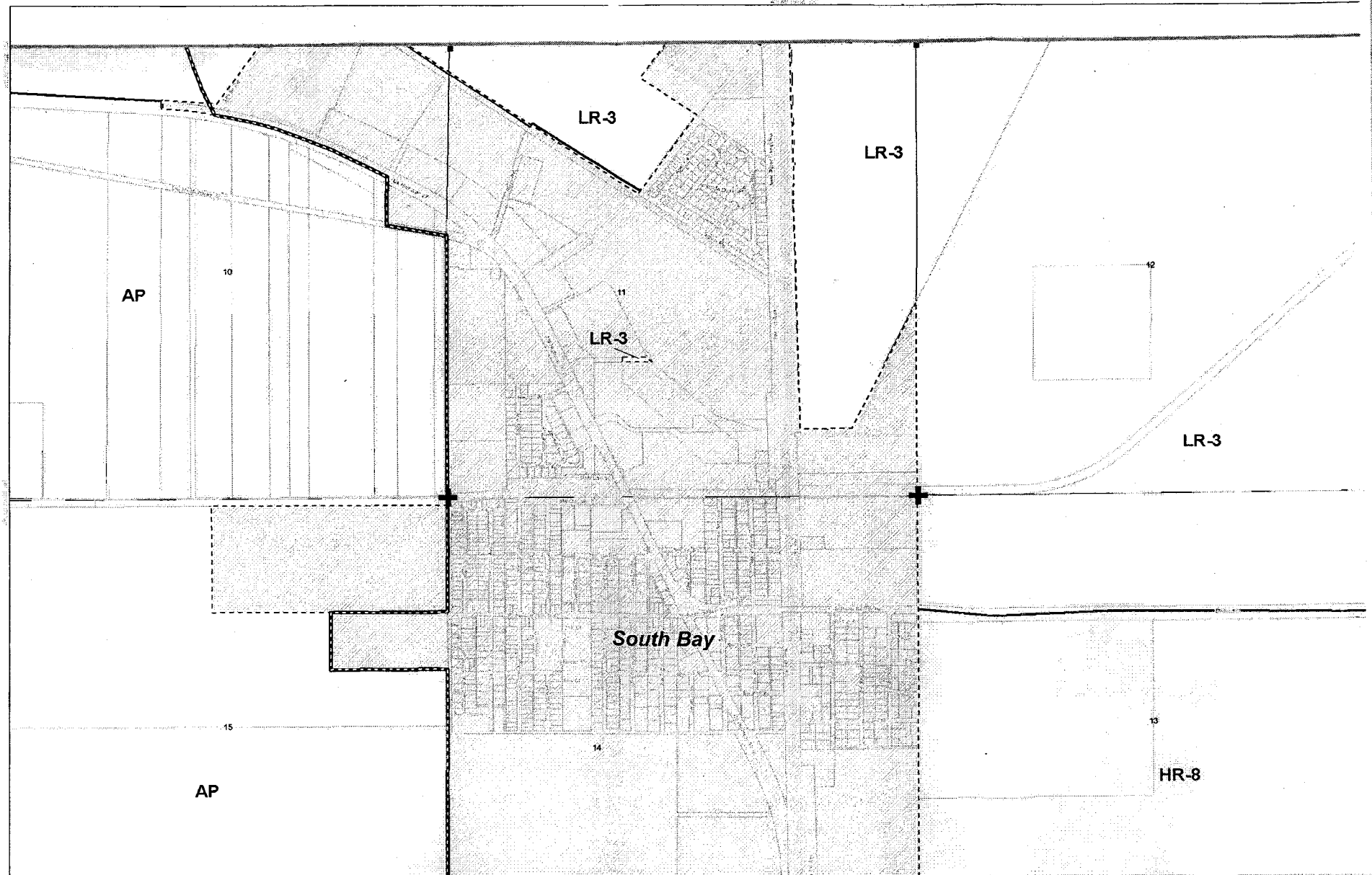
If you have any questions, please contact Jennifer Ross, Architectural Historian, or Dave Ferro, Historical Architect, at 850-245-6333.

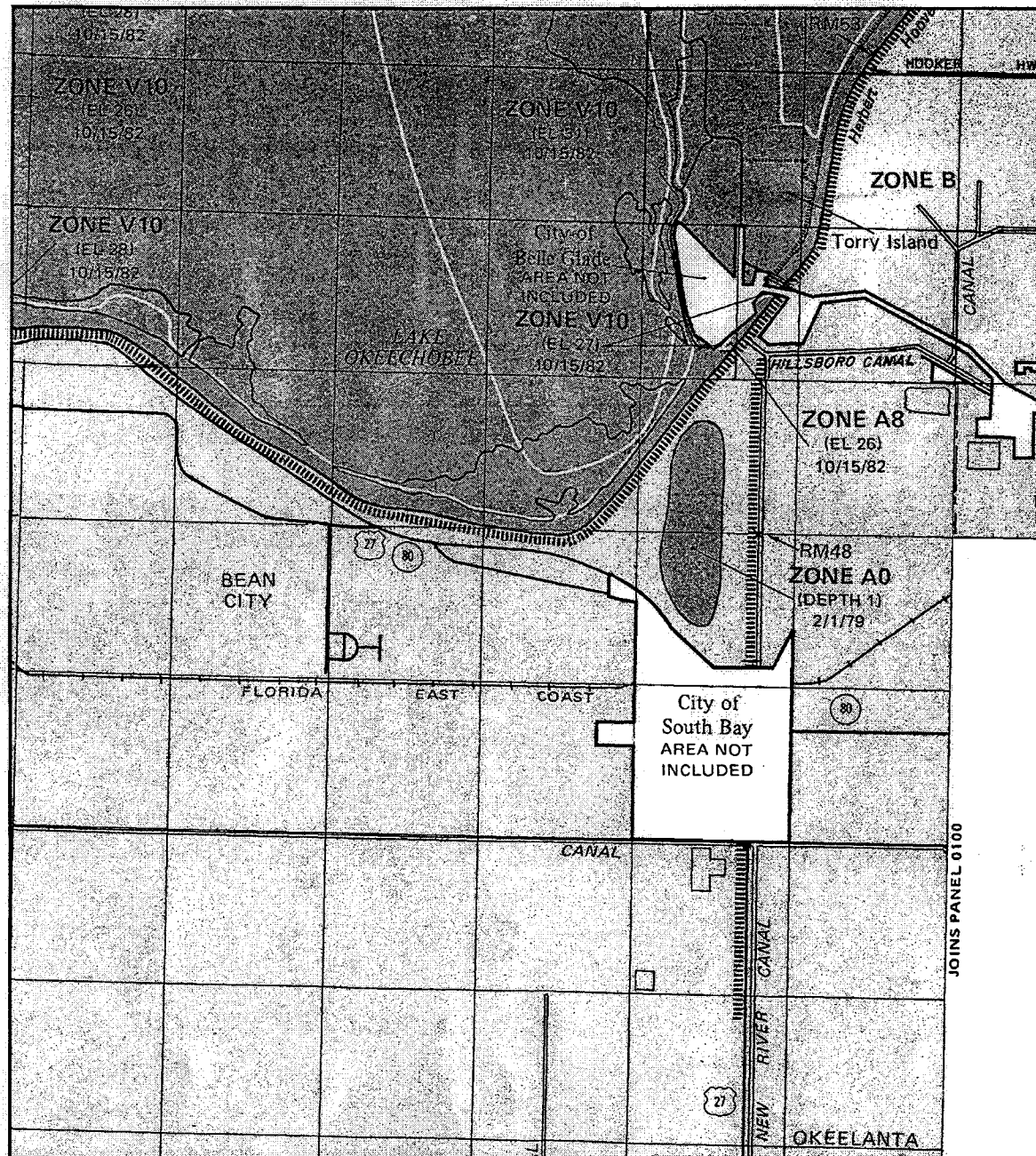
Sincerely,



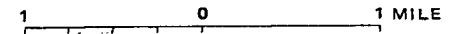
Laura A. Kammerer  
Deputy State Historic Preservation Officer  
For Review and Compliance

PC: Ann Broadwell, FDOT District 4, Ft. Lauderdale  
Roy Jackson, FDOT CEMO, Tallahassee/#5500  
Mark Clasgens, FHWA, Tallahassee





APPROXIMATE SCALE



**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM  
FLOOD INSURANCE RATE MAP**

**PALM BEACH COUNTY,  
FLORIDA  
(UNINCORPORATED AREAS)**

**PANEL 25 OF 245  
(SEE MAP INDEX FOR PANELS NOT PRINTED)**

**COMMUNITY-PANEL NUMBER  
120192 0025 B**

**MAP REVISED:  
OCTOBER 15, 1982**



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

# South Bay Campground



Revision Date: <Type Date Here>  
Contact: <Type Your Name Here>  
File Name: <Type Path & Filename Here>

Note: Map is not official, for presentation purposes only.



Planning, Zoning  
& Building  
2000 N Jog Rd  
West Palm Beach, FL 33411  
Phone (561) 233-5300



**Glades Technical Advisory Committee (GTAC)  
Meeting of August 27, 2009  
9:30 a.m. – 12:00 p.m.  
South Bay City Hall and Tour of the City**

**Minutes**

**Attendees:**

Corey Alston, City of South Bay  
Ramon Arosemena, AEG (Consultant for Florida Department of Transportation FDOT)  
Jacques Beaubrun, Florida Department of Transportation (FDOT)  
LaClaire Bowdry, Pioneer Park Beacon Center  
Betty Boyer, The EDGE Center  
Tish Burgher, QCA, Inc. (Consultant for Florida Department of Transportation FDOT)  
Duane Gainer, PBC Office of Community Revitalization (OCR)  
Douglas Green, Palm Beach County Workforce Alliance  
Suzanne Harper, The EDGE Center  
Roswell Harrington, Canal Point Resident/Keen Mobile Home Park  
Lt. Chris Keane, PBC Sheriff's Office  
Kwanza McCall, Belle Glade Weed & Seed  
Roy "Mike" McGinnis, PBC Department of Health  
LJ Margolis, PBC Parks & Recreation/Glades Emergency Operating Area (EOA 1)  
Jean Matthews, PBC Parks & Recreation  
Angela Morlok, PBC Metropolitan Planning Organization (MPO)  
Pam Nolan, PBC Economic Development  
Thomas Roberts, Neighborhood Office of Affordable Housing (NOAH)  
Dist. Chief Stephen Rice, PBC Fire-Rescue  
George Sandiford, City of South Bay  
Barbara Spence, City of Pahokee  
Steven Stokes, Target Engineering Group  
(Consultant for Florida Department of Transportation DOT)  
Jeff Tarr, Pahokee Resident  
Houston Tate, PBC Office of Community Revitalization (OCR)  
Surina Woodson-Brown, City of South Bay  
William Wynn, PBC Office of Community Revitalization (OCR)

**1. Welcome and Introductions**

Duane Gainer introduced himself, welcomed attendees on behalf of the Palm Beach County Board of County Commission, Palm Beach County Administration, and Palm Beach County Office of Community Revitalization. He thanked the City of South Bay for hosting the meeting, and asked the group to introduce themselves.

**2. Review of Minutes**

Minutes of the July 23, 2009 meeting were reviewed.

### **3. Subcommittee Updates**

**Correcting Addresses in the Glades** – No update.

**Truancy** – Mr. Tate recapped the problem of truancy and the high rate of school dropouts. The subcommittee has met with Judge Nelson Bailey to discuss how the court system can support the efforts of the Sheriff's Office and School District to keep students in school. **Betty Boyer and Douglas Green indicated interest in serving on the Truancy Subcommittee.**

**Transitional Housing** – No update.

**2010 Census** – Mr. Tate reported that an additional \$100 billion has been allocated to our region for implementation of the 2010 census. He stated that there is a 70% non-response rate from the Glades. It is critical to have an accurate census count because allocation of funding is based on the census figures. It was discussed that there is a critical need for reaching out to residents to encourage them to participate in the census. **ACTION ITEM: A subcommittee will be formed to devise outreach strategies.**

### **4. Bus Tour of Improvements in the City of South Bay**

Participants boarded a 45-passenger bus, provided by the City of South Bay, for a narrated tour of improvements currently underway and planned for the near future in South Bay.

**State Road 80 and Triangle Park** – Jacques Beaubrun and Steven Stokes narrated this portion of the tour. The roadway has been repaved and made smooth, and a sidewalk has been installed. Landscaping in the median was selected specifically to not interfere with visibility, and includes solitaire palm trees, fakahatchee grass, and imperial blue flowers (plumbago). The narrators noted that it is a pleasure to see the number of people who are using the new sidewalks, which are for the public, not for businesses as sidewalks often are. People are getting out to exercise, or to walk to Belle Glade safely. The point where the sidewalk meets a cross street is bright yellow with large raised round bumps to alert the vision impaired that they're entering a cross road. Triangle Park and its fountain were in place before this project. However, through this project, the fountain was improved and put back into service, and a path and landscaping were added around the fountain. Future landscaping improvements will be made. A bike lane may be considered in the future. All of the landscaping has irrigation systems. The City of South Bay participated by contributing funds for the irrigation system for Triangle Park.

**Paint Your Heart Out** – Surina Woodson-Brown thanked all for their support of the project, stating that it has been good for the City and the residents have appreciated it. She pointed out several homes that had been or were in the process of being painted. The exterior painting was done by youth participating in the Workforce Alliance's Summer Youth Employment Program. Houston Tate stated that the Paint Your Heart Out project was initially begun by the Methodist Church in Wellington partnering with local churches and the Cities to paint homes. Ms. Woodson-Brown stated that some distressed properties and abandoned homes damaged beyond repair would be demolished. Approximately 12 homes have been painted so far. Some of the residents have chosen to have the youth return and to do additional work on their properties. Ms. Woodson-Brown particularly thanked the OCR and Solid Waste Authority for their participation in the project.

**US Highway 27 North to Lake Harbor** – Jacques Beaubrun and Ramon Arosemena narrated this portion of the tour. They pointed out the newly-installed landscaping in the medians and along the sides of the highway, as well as the road paving and improvements and new sidewalks. This is a major corridor across the State, and this \$50 million project stretches for 13 miles from South Bay to the Hendry County Line. An important aspect is the replacement of the two old bridges at the Miami Canal in Lake Harbor. One bridge deck is already complete, and both north- and southbound traffic is routed onto that new bridge while the other deck is completed. The concrete will be poured at 2 a.m. on the other bridge deck, because it has to be done in the cooler night weather. The old guardrail is being replaced with 58,000 feet of new guardrail. The project is on track to be completed in December. Landscaping was concentrated in the Cities, due to funding. In the future, there may be landscaping in the rural areas. The landscape maintenance will be done by the City in which the landscaping is located.

**South Bay Nature Park** – George Sandiford reported that hurricanes damaged the lighting and trees, but that recent renovation efforts have made it usable for youth football. It has been recommended by staff that the City's annual BayFest be scheduled at the Nature Park. Inmate labor, along with staff, is being utilized to maintain the park.

**South Bay Crossroads Depot/Boat Ramp/RV Campground** – Jean Matthews reported on these three Palm Beach County projects.

**Depot Building:** The initial work to complete the exterior of the Depot Building was awarded to Holt Construction by Facilities Development & Operations (FD&O) through the Procurement & Project Implementation Group (PPIG) program in the amount of \$158,000. Holt Construction is in the process of preparing plans and applying for permits. They are generally given 90 days to complete the work once they have received a building permit. A scope of work to complete the interior and building systems of the depot has been given to Holt and the County is awaiting a bid proposal for this work needed to complete and issue a certificate of occupancy for the building. A \$300,000 Community Development Block Grant has been awarded to the County to complete this phase of the project. The County has a bid proposal for \$127,979 to complete the site work and parking from Whiteside Construction, and is waiting for Holt's proposal to complete the building before moving forward with this work.

**Boat Ramp:** Funding in the amount of \$550,000 has been allocated to this project from Florida Boating Improvement funds. Design is underway through an annual engineering contract. The Board of County Commissioners is scheduled to approve the Consent to Easement agreement with the Army Corps of Engineers on September 1, 2009 to turn the boat ramp over to the County for construction and maintenance of all improvements.

**Campground:** The County is pursuing the addition of 30 new RV campsites to generate additional revenue to offset the cost of operating the Depot building as a community center. Design of water, sewer, and electrical service for the new campsites is underway. A Transportation Enhancement Grant in the amount of \$500,000 has been awarded to help with pedestrian connections and landscaping associated with this project, the Depot and the Boat Ramp.

**Potential Grant Funding:** The following grants are being sought to help complete these projects:

**Florida Department of Transportation - Transportation Enhancement Grant \$500,000**

- Railroad Cottage building
- Site grading and fill
- Asphalt pathways (2,500 Linear feet)
- Concrete sidewalks (1,230 Linear feet)
- Landscaping, fencing and sod
- Pedestrian Bollard lighting
- Site furniture (10 benches, 16 picnic tables, 3 bike racks and flagpole)

**Housing and Community Development - Block Grant \$300,000**

- Improvements to the Depot building

**In addition the County is applying for a Florida Recreation Development Assistance Program Grant \$200,000.** If awarded, it will fund the following improvements:

- New bike trail
- 20 new camp sites
- New horseshoe pit
- New picnic facilities
- New landscaping & sod
- New fencing, site lighting and sidewalks
- Renovate existing playground
- Convert existing basketball court to a tennis court
- Renovate existing restroom

**5. Participant Comments/Updates**

**Inland Port** – Steven Stokes stated that people often stop in their office asking about employment opportunities. He asked about potential employment for the Inland Port as well as information on training. It was noted that the website <http://www.floridailc.com/> has information posted about the inland port a.k.a. Intermodal Logistics Center (ILC). One may also visit <http://pbcgov.com> and enter *intermodal logistics center* or *inland port* into the search field on that page to find links to minutes and other information related to the project. On the same website, it is possible to view commission meetings by following the link provided. Pam Nolan stated that the Intermodal Logistic Center will be a major generator of jobs. **ACTION ITEM: A future GTAC meeting will feature a more in-depth presentation about the Inland Port.**



**Office of Community Revitalization** – Houston Tate encouraged attendees to visit the OCR website, where information on grant opportunities and other important issues is posted.

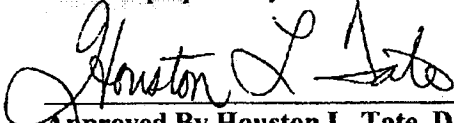
<http://pbcgov.com/ocr/>

**American Rescue Workers (ARW)** – Mr. Harrington reported that Pastor Danny Moore has returned to the area, working with ARW. He will reopen the ARW facility in Pahokee for a food pantry, drug intervention and counseling program.

**Workforce Alliance (WFA)** – Denny Abbott provided via email, revised unemployment rates for the Glades. The most current unemployment numbers are: Belle Glade 26.4%, Pahokcc 27.9%, South Bay 41.9%, and Canal Point 46.6%. As stated above, Workforce Alliance will play an important role in matching employees with positions should the Inland Port be located in the Glades.

**The next GTAC meeting will be held at the Canal Point Community Center on September 24, 2009, from 9:30 a.m. to 11:00 a.m.**

Minutes prepared by Duane Gainer and LJ Margolis.




Approved By Houston L. Tate, Director

**THE PALM BEACH POST**  
Published Daily and Sunday  
West Palm Beach, Palm Beach County, Florida

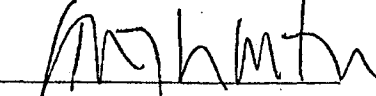
**PROOF OF PUBLICATION**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared Ellen Sanita, who on oath says that she is Call Center Revenue Manager of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a Notice in the matter of 8/25 Public Meeting was published in said newspaper in the issues of August 16, 2009. Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.

  
\_\_\_\_\_

Sworn to and subscribed before 17<sup>th</sup> day of August, A.D. 2009  
Who is personally known to me.

  
\_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
 Karen M. McLinton  
Commission #DD832672  
Expires: NOV. 15, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

NO. 4634814  
**PUBLIC MEETING NOTICE**  
A Public Meeting will be held on August 25, 2009, at 11:00 A.M. at the South Bay RV Campground at 100 Leves Road, South Bay, FL 33493 to obtain input on the South Bay RV Campground Phase One Development Project. A list of project elements will be reviewed at that time. All persons interested in the project are welcome to attend. Florida Recreation Development Assistance Program grant funds are being applied for to assist in the funding of this project. Please contact Jean Matthews, Senior Planner, Palm Beach County Parks and Recreation Department at 569-0552 if you would like additional information or if you need directions to the public meeting.  
PUB: The Palm Beach Post  
August 16, 2009



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**PALM BEACH  
METROPOLITAN PLANNING ORGANIZATION**

---

2300 N. Jog Rd., Suite 4E-13, West Palm Beach, Florida 33411

Phone 561.684.4170 Fax 561.233.5664 www.pbcgov.com/mpo

**PALM BEACH COUNTY  
BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE (BGPAC)  
MEETING**

**THURSDAY, AUGUST 13 2009 9:07 A.M. – 10:37 A.M.**  
4th Floor Conference Room - Vista Center County Building  
2300 North Jog Road

**MINUTES**

- I. CALL TO ORDER - Roll Call/Introductions
- II. ADOPTION OF AGENDA
- III. APPROVAL OF MINUTES – JULY 9, 2009 MEETING
- IV. PUBLIC COMMENT OPPORTUNITY
- V. OLD BUSINESS
  - A. 2009 Transportation Enhancement Program – Review of Eligibility Review Comments
  - B. Review/Discussion of Current BGPAC TE Ranking Process
  - C. PBC Bicycle Master Plan
  - D. ACHIEVE Public Health Initiative – Erica Whitfield
- VI. NEW BUSINESS
  - A. PBC Parks FRDAP Grant Applications – South Bay and Lake Ida
  - B. Roadway Plan Reviews – US 1 Jupiter/Juno Beach and Seacrest Boulevard Boynton Beach
  - C. PBC Bicycle Master Plan
- VII. COORDINATOR'S REPORT
- VIII. MEMBER'S COMMENTS
- IX. ADJOURNMENT

BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 2

ATTENDANCE - 2009

MEMBER/ALTERNATE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
BRIAN PRICE PBSO BICYCLE SAFETY UNIT	A		A	A	A	A	E	A				
BRUCE OFFORD/Patricia Tampas FL DEPT OF ENVIRON PROT.	P		P	P	P	P	P	P				
CORNELIA TOBALSKI PBC - TRAFFIC	P		A	P	P	A	P	P				
JEAN MATTHEWS/John Wildner PBC - PARKS & RECREATION	Alt		P	P	P	P	Alt	P				
MICHAEL HOWE PBC - PZ Planning	P		P	P	P	P	P	P				
CHAIR, ALEX HANSEN/ Denise Malone City of West Palm Beach	P		P	P	P	P	P	P				
ERICA WHITFIELD PBC - HEALTH DEPARTMENT	P		P	E	P	P	E	P				
ANN SKAKANANDY/Joy Cai PBC - SCHOOL ADMIN.	A		**	P	Alt	P	A	P	P			
JOY PUERTA CITY OF BOCA RATON	E		P	P	P	E	P	J	P			
VICE CHAIR, SCOTT ARONSON CITY OF DELRAY BEACH	P		P	E	P	E	E	P				
BRENDA ARNOLD/Jacquelyn Smith TOWN OF JUPITER	A		P	P	P	P	P	P				
SALLY CHANNON/Scott Lynch PBC ERM	Alt		P	P	P	P	Alt	P				
OLGA PRIETO/Bill Nemser VILLAGE OF WELLINGTON	P		P	E	P	P	P	P				
BOB SABIN/Don Braverman Boca Bicycling Club	P		P	Alt	P	Alt	P	Alt				
Ex-Officio - Non Voting Larry Hymowitz/Jeff Weldner, FDOT	P		P	P	E	P	P	P				
BRET BARONAK MPO (non-voting member)	P		P	P	P	P	P	P				

Carl Boucard School District  
Ann Perry

P - Member Present E - Excused Absence A - Member Absent Alt- Alternate  
Present \*\* - New Appointment \*\*\*Resigned

BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 3

**I. CALL TO ORDER/ROLL CALL**

CHAIR HANSEN called the August 13, 2009 meeting to order at 9:10 A.M. The roll call was made by MS. BENEZRA. A quorum was present as depicted on page two of these minutes.

**II. ADOPTION OF AGENDA**

CHAIR HANSEN inquired if there were any additions, deletions or changes to the agenda there were none.

A motion was made by MR. ARONSON to adopt the August 13, 2009 agenda; seconded by MR. BRAVERMAN. The motion carried unanimously.

**III. APPROVAL OF MINUTES**

CHAIR HANSEN inquired if there were any additions, deletions or changes to the July 9, 2009 minutes. There were none.

A motion was made by MR. OFFORD to approve the July 9, 2009 minutes; seconded by MS. ARNOLD. The motion carried unanimously.

**IV. PUBLIC COMMENT OPPORTUNITY**

There were none.

**V. OLD BUSINESS**

**A. 2009 Transportation Enhancement Program – Review of Eligibility Review Comments**

MR. BARONAK said he received the eligibility comments back from FDOT and that he emailed them to the Committee prior to this meeting. He said there are five projects that ranked within the funds available:

- |                                |   |
|--------------------------------|---|
| 1. City of West Palm Beach     | West Clematis Beautification                                |
| 2. Town of Jupiter             | Lighthouse Loop/Inlet Village on A1A                        |
| 3. Palm Beach County ERM       | Pantano Trail Phase 1                                       |
| 4. Village of Royal Palm Beach | Crestwood Blvd. North Streetscaping                         |
| 5. City of Palm Beach Gardens  | City Park Natural Area Educational and Interactive Greenway |

The Palm Beach Gardens project is funded with a portion of the money because there was \$346,000 which was the balance left for the 5<sup>th</sup> ranked project.

MR. BARONAK said all the projects above were deemed eligible. MR. BARONAK said there were no major issues regarding the West Palm Beach and the ERM projects. There is no need for modification and the projects can progress. Three projects had some comments that necessitate some adjustments.

**Town of Jupiter** Mr. Baronak met with MS. ARNOLD to review DOT's comments. One of the things that DOT has asked in the past is that when an enhancement project is part of an overall larger project; which is the case with Jupiter, they ask that the applicant take the cost estimates out that relate specifically to the Enhancement portion so it is

## BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 4

clear what exactly is being funded through the Enhancement Program and what will be the funding responsibility of the applicant. MS. ARNOLD is working on it. In addition, DOT said that since this is part of a larger project, if something happens with the other portions of the project that the Town of Jupiter is funding, will they still be able to fund the enhancement portion of the project. DOT requires a letter stating that if the money does not come in, they can still fund the enhancement portion. MR. BARONAK does not see any problems.

Royal Palm Beach - Crestwood Boulevard (RBP) had more significant issues. One issue DOT raised was using enhancement money to replace an existing facility (i.e. Royal Palm Beach wanted to rip up their existing sidewalk and put in a new 8 foot facility). Enhancement money will not pay for the activity of taking out the existing infrastructure. What it will pay for is the addition of that new material to make it an 8 foot wide facility. RBP needs to make those adjustments. Also, the enhancement funds will only pay for a portion of the asphalt into the bicycle lanes not the entire milling and resurfacing of Crestwood Boulevard. There was also modification of the drainage inlet, concrete curves and gutter that are also ineligible under the enhancement program. MR. BARONAK said essentially what this does is lower the amount of applicable enhancement funding for the projects because they have taken out some of the activities they were originally going to fund. RPB is redoling their cost estimates.

MR. BARONAK asked the Committee that in lieu of the above activities being taken out, if RPB can come up with some other related eligible activities within the project limits, would it be admissible to do something new to replace the items that were not eligible to try to get achieve their full grant request of \$750,000. MR. BARONAK had previously asked DOT, and with MPO approval, DOT said that RBP could do it, but would need to modify their application. MR. BARONAK asked the Committee for their thoughts and a discussion ensued.

MR. BARONAK then discussed the Palm Beach Gardens project (PBG). PBG had existing pathways along an FPL power line easement, and a pathway/sidewalk that runs along 117<sup>th</sup> Court going past two schools. There is a sidewalk on the south side of 117<sup>th</sup> that goes right past the school but there are no sidewalks on the north side. The existing power line corridor pathway that links the school area to a residential area already has an eight foot pathway that meanders through the corridor to Shady Lakes Blvd. What the City wants to do is add a sidewalk to 117<sup>th</sup> Court on the north side of the road and also to add to the width of the existing pathway along the power line corridor. They want to put another pathway on the east side of the power line corridor but that would be redundant. The best idea and the wisest use of the money, since they only had \$348,000, is to use that on the proposed new pathway construction only, that would go in and around the park and natural area. Moreover, this is the recommendation from DOT and the MPO. Even if they get more money based on possible funding changes to the Royal Palm Beach project, MR. BARONAK thinks the correct thing to do for PBG is to build something new. MR. BARONAK said he believes what they already have as existing pathway is sufficient, and does not need widened. MR. BARONAK will be discussing this with them.

MR. ARONSON asked about the timeframe for Royal Palm Beach. MR. BARONAK said he should be getting their responses to the comments next week.

CHAIR HANSEN commented that Palm Beach Gardens had a beautification project that received partial funding two years ago. They decided to turn that money back in, citing they needed full funding to complete the project. They reapplied the following year for a full amount, but did not get selected. The original funding which was forfeited went back into the "pot of Enhancement funding for PBC in a future year.

## BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 5

CHAIR HANSEN asked that DOT be contacted to make sure that we know what has happened with funds from any projects in the last 8-10 years that have been cut. This will give us an idea on the tracking of monies from deleted projects, and if those funds went back to the Palm Beach County program. MR. BARONAK said he would follow-up.

B. Review/Discussion of Current BGPAC TE Ranking Process

MR. BARONAK said at the June meeting there was a discussion regarding the evaluation of our current enhancement project evaluation process, and he wanted to pick up on that discussion at this meeting.

MR. HANSEN said there are two issues; some members wanted to make sure that beautification projects had a stronger bicycle/pedestrian functionality component included, and to modify the scoring criteria for Beautification projects accordingly. Applicants who included a bicycle/pedestrian element would be rewarded. The second issue had to do with the allocation of funds for projects. There were suggestions to modify the cap of \$750,000 as it relates to County agency applications, given their representation of significant population and land area of PBC.

MR. BARONAK distributed the scoring sheets and discussed the beautification scoring sheet first. A lengthy discussion ensued.

MR. BARONAK reminded the Committee that any modifications to the scoring sheets must be brought before the MPO for approval. He added that several years ago before he started with the MPO, the commissioners raised some questions about our scoring sheets saying that there is too much of an emphasis on just bike/ped and they had to be modified to make them broader in scope. MR. BARONAK said if we make the above mentioned changes, it could be looked upon as reverting to prior scoring criteria.

MS. CHANNON raised the point that this is an advisory committee and the Board should expect to get sound bicycle/pedestrian recommendations and advice from the BGPAC, as this is our role representing the County and its communities.

MR. HANSEN said several years ago some of the MPO members requested that the Committee add the greenway component, and the BGPAC did so. He said we should make these changes and let the MPO react and make a decision on our recommendations.

The Committee continued with ideas/suggestions for modifying the beautification scoring sheet. MR. BARONAK said he would send revised copies of the scoring sheets in an email to the Committee members.

A motion was made by MS. MATTHEWS to modify the Beautification scoring sheets questions 3 and 6 to make it clear that the intent of the Committee is to modify the criteria in order to promote bicycle, pedestrian and transit functionality as part of the Beautification project; seconded by MS. SKAKANANDY. The motion carried unanimously.

MR. BARONAK mentioned adding a school bus stop to #8 on the Bicycle/Pedestrian Scoring sheet.

BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 6

MS. MATTHEWS suggested the following modifications to the Bicycle/Pedestrian Scoring sheet to read:

- #1 The project is used on the County's Bicycle Suitability Map, County's Bicycle Facilities' Plan, or Municipality's Bicycle Pedestrian Plan.
- #2 The project connects to an existing bike/ped or greenway facility.
- #6 Adding a school bus stop to the criteria, "The project provides direct access to public transportation, including a Tri-Rail station, school bus stop, a Palm Tran route or a Community Trolley route".

A discussion also ensued about Bicycle/Pedestrian Project criteria #10 and resulted in adding the following wording:

"including a bike/ped enhancements or support facilities

A motion was made by MS. MATTHEWS to the incorporate the following modifications to the Bicycle/Pedestrian Scoring Sheet, seconded by MS. ARNOLD. The motion carried unanimously.

Question #1 be modified to read, "The project is on the County's Bicycle Facilities Plan or the Municipality's Bike or Pedestrian Plan

Question 2 be modified to read, "the project connects to an existing bike/ped or greenway facility.

Question 6 be modified to read, "the project provides direct access to public transportation, including a Tri-Rail station, school bus stop, Palm Tran Route or Community Trolley route.

Question 10 be modified adding "including a bike/ped enhancements or support facilities"

CHAIR HANSEN asked if there are any other comments regarding the scoring sheets. There were none.

CHAIR HANSEN continued the discussion with the suggestion the cap on the amount of money assigned to each local government and/or each project. At this time there is a cap of \$750,000 for each local government.

MR. HYMOWITZ departed at 10:30 a.m.

A discussion ensued.

MR. BARONAK reminded the Committee that any action taken by the Committee on this issue requires MPO approval.

A motion was made by MS. CHANNON that the County can receive up to two projects totaling \$750,000 each but that total amount cannot be more than 50% of the total amount of allocated funds for the program; seconded by MR. OFFORD. The motion carried unanimously.



BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 7

A motion was made by CHAIR HANSEN to amend the order of the August agenda to accommodate a presentation by MS. MATTHEWS; seconded by MR. ARONSON. The motion carried unanimously.

The next item discussed was under VI. NEW BUSINESS.

VI-A. PBC Parks FRDAP Grant Applications – South Bay and Lake Ida

MS. MATTHEWS said that Palm Beach County Parks and Recreation Department is applying for a Florida Department of Environmental Protection - Florida Recreation Development Assistance Program grant (FRDAP). She went on to say the Program allows a maximum submission of two grant applications per year, and the maximum award is \$200,000 per grant. The grants are point driven grant. She explained how the points are obtained.

This year they are applying for two grants; one at Lake Ida Park in Delray Beach, located north of Atlanta Avenue, east of Congress Avenue. This park is very busy and is used extensively by people who utilize the boat ramp for jet skiing. It also has a dog park that is used extensively and groups of local Delray residents who gather for pot luck dinners and play cards and dominos.

MS. MATTHEWS said they have applied for Phase 1 FRDAP grant and were awarded. This project is now complete and they are preparing the closeout documentation. She explained the changes/additions to the facility that ERM is implementing including environmental restoration and exotic vegetation clearing. She explained that she is applying for a Phase 2 development grant which includes extending the bicycle trail, adding new covered family picnic shelters, new staging docks at the boat ramps, and renovating the playground, picnic facilities, parking and restroom. This is a \$400,000 project.

The second project is the South Bay RV Park near the City of South Bay. The project encompasses a new bike trail to connect the campground to the Lake Okeechobee Scenic Trail (LOST), new camping spaces, new picnic facilities, new parking, lighting, fencing and sidewalks, and the conversion of the tennis courts, and finally renovating the existing playground and restroom.

MS. MATTHEWS thanked the Committee for their attention.

The Agenda continued with items under Old Business.

V. OLD BUSINESS

C. PBC Bicycle Master Plan

MR. BARONAK said the RFP packaging is almost complete and it will be sent out next week. The consultants will be given one month to submit their proposal. There is \$150,000 available to complete the Bicycle Master Plan.

D. ACHIEVE Public health Initiative – Erica Whitfield

Due to time constraints, this item was deferred.

BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 8 @

## VI. NEW BUSINESS

## B. Roadway Plan Reviews - US 1 Jupiter/Juno Beach and Seacrest Blvd. Boynton Beach

MR. BARONAK did a presentation that explained issues of two of projects that came to his attention through the review process. One is Seacrest Boulevard, a County road in Boynton Beach, located south of Gateway south to Boynton Beach Boulevard. It is in the Community Redevelopment Area (CRA) of Boynton Beach. This project is funded through the Economic Stimulus package. He explained that Boynton Beach in an effort to get bicycle accommodations, inquired about the possibility of reducing existing lane widths from 11' to 10' so an additional 2' of space can be added to the existing shoulders, thus giving the standard width to the shoulder for bicycle lane designation.

The issue at the moment is that Engineering standards in the AASHTO Florida Green Book state that 11' travel lanes are required for this type of road and design speed. It's a collector road with a 40 mph design speed. More work will have to take place regarding a design exception process if this modification has any possibility to be successful. The BGPAC will be kept updated on this issue.

MR. BARONAK said he was not presenting this to the Committee today for any recommendation; he just wanted to keep the members informed and will continue to do so in the future.

MS. PRIETO departed at 10:55 a.m.

MR. BARONAK said the other project is a seven mile resurfacing project on U.S. 1 from just south of Indiantown Road in Jupiter to Parker Bridge, which is approximately a half-mile south of PGA Blvd. He said there are real relevant issues when it comes to bicycles along this portion of roadway, and that implementation of a fully designated bicycle lane throughout the duration of the project is paramount. U.S. 1 is used extensively by bicyclists and furthermore this portion of U.S. 1 provides connection to other roadways that are now designated with bicycle lanes, thus connectivity is a major factor.

Specifically, the section of U.S. 1 between A1A in Juno Beach and PGA Blvd represents a missing link for cyclist riding between the beaches of Juno/Jupiter and Singer Island. Cyclists have the benefit of bicycle lanes on A1A, but when they must travel on U.S. 1 to make the connection, they are faced with little or no shoulder and rough pavement, resulting in a daunting environment along a busy roadway. Mr. BARONAK provided a pictorial presentation to the Committee to demonstrate existing conditions and the potential for bicycle lane linkages in the project area.

MR. BARONAK did state to the Committee that through FDOT's roadway plan review process, he was able to submit comments strongly recommending the inclusion of bicycle lanes into this project. He feels confident that bicycle lanes will be included in the resurfacing of this road, but will keep in close communication with FDOT to ensure that this takes place.

MS. PUERTA departed at 11:00 a.m.

## VII. COORDINATOR'S REPORT

MR. BARONAK said he is planning a vacation in October and would not be able to have the BGPAC meeting on October 8. He wanted to know if the Committee would be available on

## BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE MINUTES August 13, 2009 9

October 6<sup>th</sup>. He will send an email to the Committee members asking them to confirm their availability for attendance on October 6<sup>th</sup>.

MR. BARONAK said he is in charge of organizing a bicycle tour in connection with the Marathon of the Palm Beaches that will be held on November 5 & 6. He said this is just for the information purposes in case someone on the Committee is interested in participating. He said that prior to the start of the run there will be a bicycle tour that goes along the course of the Marathon. He believes it is an exciting opportunity for people to ride their bikes on the course without worrying about traffic. He will bring the subject up again at another meeting.

## VIII. MEMBERS' COMMENTS

There were none.

## IX. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:10 a.m.

This signature is to attest that the undersigned is the Chairperson, or a designated nominee, of the Bicycle/Greenways/Pedestrian Advisory Committee and that information provided herein is the true and correct Minutes for August meeting of the Bicycle/Greenways/Pedestrian Advisory Committee, dated this 10<sup>th</sup> day of September, 2009.

Vics

  
Chairperson

RECORDED TAPES OF BICYCLE/GREENWAYS/PEDESTRIAN ADVISORY COMMITTEE  
MEETINGS ARE KEPT ON FILE AT THE METROPOLITAN PLANNING ORGANIZATION  
OFFICE.



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS  
SECRETARY

June 17, 2010

Mr. David C. Gibbs, Division Administrator  
U.S. Department of Transportation  
Federal Highway Administration  
545 John Knox Road, Suite 200  
Tallahassee, Florida, 32303

Attention: Mr. George Hadley

Subject: **Lake Okeechobee Scenic Trail (L.O.S.T.) Enhancement Project**  
**Section 4(f) Determination**  
**Financial Project ID: 416139-1-58-01**  
**Federal Project ID: 9048-106C**  
**Palm Beach County**

Dear Mr. Hadley;

Palm Beach County is seeking Federal funds through the Local Agency Program (LAP) for an enhancement project within the South Bay Recreational Vehicle (RV) Park in South Bay, Palm Beach County. There are two portions to the project:

1. Construction of sidewalks throughout the RV Park to improve safety for pedestrians. The RV Park has amenities including paved campsites with water and electricity, basketball courts, and fire pits. The scope of this portion of the project is limited to sidewalk construction. No additional roadway work is proposed. The RV Park is owned by the County Parks and Recreation Department. The Florida Department of Transportation (FDOT) has determined that the South Bay RV Park is a Section 4(f) property; however the proposed construction of the sidewalk is an enhancement rather than a use of this 4(f) resource. As a Transportation Enhancement project, this project one of the exceptions to the requirement for Section 4(f) approval and is subject to 23CFR774.13(g):

- (g) Transportation enhancement projects and mitigation activities, where:*
- (1) The use of the Section 4(f) property is solely for the purpose of preserving or enhancing an activity, feature, or attribute that qualifies the property for Section 4(f) protection; and*
  - (2) The official(s) with jurisdiction over the Section 4(f) resource agrees in writing to paragraph (g)(1) of this section.*

The official with jurisdiction is the Palm Beach County Parks and Recreation Department. Dennis Eshleman, Director, has provided the attached letter stating that the project is acceptable and consistent with the designated use of the property and that the project is solely for the purpose of enhancing the property.

Based on the information provided, FDOT requests concurrence that this portion of the project does not constitute a use of the 4(f) resource.

2. The second portion of the project involves the rehabilitation of a historic railroad cottage that has been relocated from its original site, to the Park. This cottage is potentially eligible for listing on the National Register of Historic Places (NRHP) despite its removal from its original location. The scope of this portion of the project includes repairs to the siding of the building which has sustained water damage.

The cottage was built circa 1927 and was originally located on a railroad spur in South Bay. It was moved to its current location by the city and in 2000, the city obtained a grant from the Florida Department of State, Division of Historical Resources, to repair and renovate the cottage. Palm Beach County acquired the structure in 2009. A restrictive covenant is in place for the cottage which requires the County to submit plans to SHPO for review whenever renovations or repairs are proposed. The County has complied with this requirement. In addition, in order to comply with Section 106 of the National Historic Preservation Act, the County has completed a Cultural Resource Assessment Survey to document the eligibility of the cottage on the NRHP. The CRAS has been submitted to Ms. Linda Anderson of FHWA and Ms. Jennifer Ross of SHPO for review and approval, and the concurrence letter is attached. The proposed repairs are in accordance with the criteria set forth by SHPO; therefore FDOT finds that they will not adversely affect the resource. Therefore, Section 4(f) does not apply to the cottage repairs.

Please feel free to contact Lynn Kelley at (954) 777-4334 with any questions.

Sincerely



Ann Broadwell  
District Four Environmental Administrator

Cc: Roy Jackson, FDOT Central Office  
Project File

Attachments: Project Location Map  
SHPO Concurrence Letter  
Letter from Agency with Jurisdiction

The FHWA finds the attached letter complete and sufficient and \_\_\_ approves / \_\_\_ does not approve the above recommendations and findings.

FHWA Comments:


/s/  
**For: Martin C. Knopp**  
**Division Administrator**  
**Florida Division**  
**Federal Highway Administration**

\_\_\_\_\_  
**Date**

**PROJECT LOCATION MAP**

**SHPO CONCURRENCE LETTER**





FLORIDA DEPARTMENT OF STATE

Dawn K. Roberts

Interim Secretary of State

DIVISION OF HISTORICAL RESOURCES

Ms. Linda Anderson  
Federal Highway Administration  
545 John Knox Road, Suite 200  
Tallahassee, Florida 32303

June 16, 2010

RE: DHR No.: 2010-1929/Received by DHR: June 11, 2010  
FM No.: 416139-1-58-01  
Project: South Bay Railroad Workers Cottage Rehabilitation  
County: Palm Beach

Dear Ms. Anderson:

This office received and reviewed the above-referenced Local Agency Program (LAP) project in accordance with Section 106 of the National Historic Preservation Act of 1966 as amended, 36 CFR Part 800: Protection of Historic Properties, and Chapter 267, *Florida Statutes*. It is the responsibility of the State Historic Preservation Officer to advise and assist, as appropriate, Federal and State agencies in carrying out their historic preservation responsibilities; to cooperate with agencies to ensure that historic properties are taken into consideration at all levels of planning and development; and to consult with the appropriate agencies in accordance with the National Historic Preservation Act of 1966 as amended, on undertakings that may affect historic properties. The following comments are based on the recommended approaches to rehabilitation set forth in the *Secretary of Interior Standards for the Treatment of Historic Properties (Standards)*.

The above project proposes to rehabilitate the South Bay Railroad Workers Cottage (8PB7779), which is located in the South Bay RV Park in Palm Beach County, Florida. The proposed work will also include landscape improvements and the addition of sidewalks within the RV park, near the cottage. An historical and architectural assessment of the building recommended that the South Bay Railroad Workers Cottage (8PB7779) was eligible for listing in the National Register of Historic Places (NRHP). After a review of the report, the Federal Highway Administration (FHWA) concurred with its recommendation and determined that the building was NRHP eligible. FHWA also concluded that the proposed project would not have an *adverse effect* on the property as long as it was repaired according to the *Standards*.

After a review of the submitted report, this office concurs with FHWA and finds that the South Bay Railroad Workers Cottage (8PB7779) is eligible for listing in the NRHP under Criterion A in the area of Transportation and Criterion C in the area of Architecture. In addition, we find that the proposed work will have *no adverse affect* [as per 36 C.F.R. Part 800, § 800.5(b)] on the South Bay Railroad Workers Cottage (8PB7779) and is consistent with the *Standards* on the condition that the following two issues are sufficiently addressed:

- In the note on the "Existing Front Elevation" on Sheet No. 10 specifying the removal and Ms. Linda Anderson

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Director's Office  
850.245.6300 • FAX: 245.6436

Archaeological Research  
850.245.6444 • FAX: 245.6452

Historic Preservation  
850.245.6333 • FAX: 245.6437

DHR No.: 2010-2599  
June 16, 2010  
Page 2

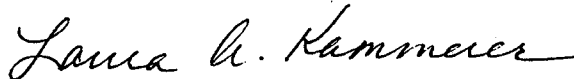
replacement of existing wood siding, the contractor is directed to "install a siding of similar dimension." The new siding should *accurately* match the size and profile of the existing siding.

- On the "First Floor Plan" on Sheet No. 9, the contractor is directed to "remove existing wood deck planks and replace with 5/4 x 6" choice P.T. pine" at the front porch. Unlike the ramp, deck, and steps at the rear of the building, the front porch was replicated when the building was relocated to its current site. The decking used was to be nominal 1" x 3" tongue-and-groove material. Pressure-treated tongue-and-groove decking matching the dimensions of the existing decking will be acceptable. The 5/4 x 6" decking specified would be *inappropriate* for this application.

Please note that Plan Sheets No. 9 and 10 should be modified to reflect the above-requested revisions. This office also requests that the building be photo-documented upon the completion of the proposed project. Both the revised Plan Sheets No. 9 and 10 and the completion photos should be submitted to this office for review/inclusion in our project file.

If you have any questions, please contact Jennifer Ross, Architectural Historian, or Dave Ferro, Historical Architect, at 850-245-6333.

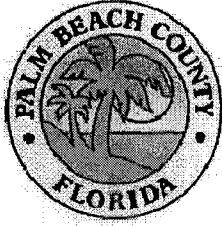
Sincerely,



Laura A. Kammerer  
Deputy State Historic Preservation Officer  
For Review and Compliance

PC: Ann Broadwell, FDOT District 4, Ft. Lauderdale  
Roy Jackson, FDOT CEMO, Tallahassee/#5500  
Mark Clasgens, FHWA, Tallahassee

**LETTER FROM AGENCY WITH JURISDICTION**



April 21, 2010

Ms. Barbara J. Handrahan  
Local Agency Program Administrator  
Fourth District Office  
3400 West Commercial Boulevard  
Ft. Lauderdale, FL 33309

**Parks and Recreation  
Department**

2700 6th Avenue South  
Lake Worth, FL 33464  
(561) 966-6600  
Fax: (561) 963-6734  
www.pbcparcs.com

**RE: South Bay Transportation Enhancement Grant  
FM#416139-1-58-01**

Dear Ms. Handrahan:

The proposed Transportation Enhancement project is wholly located on the 30 acre property, known as the South Bay R.V. Park which is owned by the Palm Beach County Board of County Commissioners, and operated by the Palm Beach County Parks and Recreation Department.

The State of Florida confiscated the subject property as part of a RICO case, when the landowner was convicted of drug dealing. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida conveyed the property to Palm Beach County on January 26, 1990, for \$525,000. In 1994 -1995 the County constructed the campground, and the entire campground was demucked and the central lake was dug for fill (shellrock) which was used to construct the internal roads and stabilize the campsites.

The South Bay R.V. Park amenities include fresh water fishing, group fire rings, horse pits, recreation hall, laundry facilities, shuffleboard court, basketball court, and 72 camp sites with water and electric service. Adjacent to the park is a concrete boat ramp with direct access to the rim canal and Lake Okeechobee, the ramp is owned by the Army Corps of Engineers and maintained and operated by Palm Beach County.

It is my understanding the South Bay R.V. Park is considered a Section 4(F) property. However, the use of this Section 4(f) property is solely for the purpose of preserving or enhancing an activity, feature, or attribute that qualifies the property for Section 4(f) protection. The project is acceptable and consistent with the designated use of the property and all possible planning to minimize harm has been accomplished in the location and design of the sidewalk.

Please contact either myself or Jean Matthews, Senior Planner 561-966-6652 if you have any questions or if you need any additional information regarding this grant.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dennis L. Eshleman".

Dennis L. Eshleman, Director  
Parks and Recreation Department

"An Equal Opportunity  
Affirmative Action Employer"



This data is intended for the use of DOT personnel and authorized consultants. The data has been compiled from a variety of source material and there is no guarantee of its accuracy, completeness, reliability or suitability for any particular purpose, or any representation or warranty, express or implied, by the Florida Department of Transportation concerning the data. It is the responsibility of the user to use the data appropriately and in accordance with its limits. Contact the source agency or DOT department head to determine if the data is accurate and correct.

**FM # 416139.1**  
**L.O.S.T RESTORATION**  
**HISTORIC TRANSPORTATION SITE**  
**CITY OF SOUTH BAY**



1 inch = 183 feet

Figure

**1**

Generated: 5/14/2010

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM (LAP) CHECKLIST FOR CONSTRUCTION CONTRACTS (Phase 58) -  
 FEDERAL REQUIREMENTS**

525-010-44  
 PRODUCTION SUPPORT  
 03/09  
 Page 1 of 8

Project Title: L.O.S.T. South Bay R.V. Park  
 Financial Management Number: 416139-1-58-01  
 Federal-Aid Project Number: 9048 106 C  
 County: Palm Beach County  
 Local Agency: Palm Beach County

Federal-Aid Highway (yes/no): Yes  
 National Highway System (NHS) (yes/no): Yes  
 State Highway System (SHS) (yes/no): Yes  
 Contract Amount (\$): 500,000.00  
 Project Status: Adopted

Requirement	Reference	NHS/ SHS <input type="checkbox"/>	Non- NHS/ SHS <input type="checkbox"/>	Non- NHS/ Non- SHS <input type="checkbox"/>	Non- Federal- Aid Highway/ Non-SHS <input checked="" type="checkbox"/>	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Initial	FDOT District Initial
1. Plan, Specification & Estimates (PS&E) Submittal	LAP Agreement - Section 13.08  LAP Manual Chapter 4 Section 2	Yes	Yes	No*	No*	Submit PS&E package to FDOT for approval. Submittal also must include:  Assurances that all right-of-way (ROW) clearances, utility, and railroad work have been completed, or that arrangements have been made for coordination during construction with proper notice provided in the bid proposal;  Assurances that all environmental federal requirements including the NEPA process have been completed  During this mandatory certification process all PS&E packages should be submitted and those on the NHS and SHS will need to be approved by FDOT.	Review/approve PS&E Assembly		JWM	AW
2. Audits	49 CFR Subtitle A Part 90 48 CFR 31 Federal Acquisitions Regulations	Yes	Yes	Yes	Yes	Local Agencies are to have audits done annually using the criteria outlined in Section 5.04 of the LAP Agreement.	Review Local Agency records to ensure the annual audit is in compliance with Section 5.04 of the LAP Agreement.	TSP-45	JWM	AW
3. Bonding and Prequalification	23 CFR 635.110	Yes	Yes	No	No	The Local Agency shall certify that FDOT Prequalified Contractors will be used to perform LAP projects when on the NHS or SHS. However, when the project is on the NHS or SHS and the contract is under \$250,000, when a prequalified contractor is not required, per FDOT Standard Specifications 2-1 Prequalification of Bidders	Review bid document for inclusion of the provision.	GP-5	JWM	AW

**RECEIVED**  
 DATE: 5/13/10  
 BY: \_\_\_\_\_

Requirement	Reference	NHS/ SHS <input type="checkbox"/>	Non- NHS/ SHS <input type="checkbox"/>	Non- NHS/ Non- SHS <input type="checkbox"/>	Non- Federal- Aid Highway/ Non-SHS <input checked="" type="checkbox"/>	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Initial	FDOT District Initial
4. Buy America	23 CFR 635.410	Yes	Yes	Yes	Yes	Include FDOT's Standard Specification 6-5.2 in bid document.	Review bid document for inclusion of the specification.	TSP-7 SS-4	JWM	PMS
5. Change Orders	23 CFR 635.120	Yes	Yes	No	No	Develop procedures outlining the conditions under which a change order is allowed and include in bid document. May use Section 7.3.11 of FDOT CPAM as part of procedure.	Review bid document for inclusion of the provision.	TSP-17	JWM	PMS
6. Claims	23 CFR 635.124	Yes	Yes	No	No	Develop procedures outlining the conditions under which a claim is allowed and include in bid document. May use Section 7.5 of FDOT CPAM as part of procedure.	Review bid document for inclusion of the provision.	TSP-17	JWM	PMS
7. Contractor Purchased Equipment for State or Local Ownership	23 CFR 140 49 CFR Part 18 49 CFR Section 18.3	Yes	Yes	Yes	Yes	Do not allow.	Review bid document to ensure exclusion of provision.	TSP-18	JWM	PMS
8. Suspension and Debarment	49 CFR 29	Yes	Yes	Yes	Yes	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of provision.	TSP-9	JWM	PMS
9. Disadvantaged Business Enterprise (DBE)	49 CFR 26	Yes	Yes	Yes	Yes	The Local Agency shall comply with FDOT's DBE Program Plan unless the Local Agency has a DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with an 8.18% goal.  Establish a DBE availability goal and include in bid document.  Include DBE special provisions in bid document.  Use DBEs certified under the Florida Unified Certification Program Directory: <a href="http://www.bipincwebapps.com/biznet/florida/">http://www.bipincwebapps.com/biznet/florida/</a>	Obtain copy of the USDOT approval letter for the DBE Program Plan for highways.	TSP-14	JWM	PMS

Requirement	Reference	NHS/ SHS <input type="checkbox"/>	Non- NHS/ SHS <input type="checkbox"/>	Non- NHS/ Non- SHS <input type="checkbox"/>	Non- Federal- Aid Highway/ Non-SHS <input checked="" type="checkbox"/>	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Initial	FDOT District Initial
10. Equal Employment Opportunity	23 CFR 230	Yes	Yes	Yes	Yes	Include FDOT Special Provisions related to Executive Order 11246.	Review bid document for inclusion of this provision.	TSP-45	JWA	PAS
11. Equipment Rental Rates	23 CFR 635.120 48 CFR 31	Yes	Yes	Yes	Yes	Develop procedure based on 48 CFR 31 and include in bid document.	Review bid document for inclusion of the proper payment provision for rental equipment.	TSP-18	JWA	PAS
12. Foreign Contractor and Supplier Restriction	49 CFR 30	Yes	Yes	Yes	Yes	Local Agency will use FDOT Standard Specification 6-5.2 and may choose to use FDOT Form 375-020-08.	Review documents to ensure compliance.	GP=4 SS-2	JWA	PAS
13. Incentive/Disincentive Clauses	23 CFR 635.127(d,f)	Yes	No	No	No	Develop procedure based on 23 CFR 635.127 and include in bid document (if Local Agency elects to use Incentive/Disincentive). May use Section 1.2.6 of FDOT CPAM as a guide in this development.	Review bid document to ensure procedure was followed, if Local Agency elects to use Incentive/Disincentive.	GP-8	JWA	PAS
14. Indian Preference on Federal-Aid Projects (Labor & Employment)	23 CFR 635.117	Yes	Yes	Yes	Yes	If utilized, must obtain FHWA approval of provision complying with 23 CFR 635.117.	Verify provisions meet federal requirements.	N/A	JWA	PAS
15. FHWA Form 1273	23 CFR 633	Yes	Yes	Yes	Yes	Must be included verbatim in all contracts and subcontracts.	Review bid document for inclusion of the provision.	TSP-70 Found after DE-2	JWA	PAS
16. Liquidated Damages	23 CFR 635.127	Yes	Yes	No	No	Develop rates based on 23 CFR 635.127 and include contract provisions.	Ensure that rates are included in the bid proposal.	GP-28	JWA	PAS



Requirement	Reference	NHS/ SHS	Non- NHS/ SHS	Non- NHS/ Non- SHS	Non- Federal- Aid Highway/ Non-SHS	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Initial	FDOT District Initial
17. Local Hiring Preference	23 CFR 635.117	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	The Local Agency needs to certify it does not have local hiring preferences.	Review bid document to ensure exclusion of any local hiring preference.	TSP-20	JWM	BS
18. Lobbying Certification	49 CFR 20	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of the provision.	TSP-8	JWM	BS
19. Method of Construction (or Method of Bidding)	23 CFR 635.104 & 23 CFR 114(a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Local Agency shall certify that projects will be awarded to the lowest responsive bidder except for Design-Build as approved by the FDOT.  The method of bidding shall be in the project specifications.	Review bid document to verify compliant bidding process.	GP-6	JWM	BS
20. Non-Collusion Provision	23 CFR 635.112(f)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of the provision.	TSP-15	JWM	BS
21. Owner Force Account/ Cost-Effective Justification	23 CFR 635B under 635.205	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Owner Force Account contracting is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.	Review bid document to ensure exclusion of provision or that appropriate approval has been received.	N/A	JWM	BS
22. Patented/ Proprietary Materials	23 CFR 635.411	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do not use unless there is a public interest finding approved by FDOT (if specified in the bid document).	If development of a public interest finding is required, ensure that the finding approved by FDOT is included in the bid document.	D	JWM	BS

Requirement	Reference	NHS/ SHS <input type="checkbox"/>	Non- NHS/ SHS <input type="checkbox"/>	Non- NHS/ Non- SHS <input type="checkbox"/>	Non- Federal- Aid Highway/ Non-SHS <input checked="" type="checkbox"/>	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Initial	FDOT District Initial
23. Prevailing Minimum Wage	23 USC 113 23 CFR 633A	Yes	Yes	Yes	No	Include latest Davis-Bacon wage table(s) in the contract. Current wage tables may be obtained at: <a href="http://www.dot.state.fl.us/construction/wage.shtm">http://www.dot.state.fl.us/construction/wage.shtm</a> or <a href="http://www.wdol.gov">http://www.wdol.gov</a>	Review bid document for inclusion of the provision (wage table).	TSP-54	JWM	BS
24. Progress Payments	23 CFR 635.122	Yes	Yes	No	No	Develop contract language to ensure that payments are based on work completed, this may include stockpiled materials. Section 9-5 of FDOT Standard Specifications may be used for guidance.	Review bid document for inclusion of the provision.	TSP-38	JWM	BS
25. Prohibition Against Convict Produced Materials	23 CFR 635.417	Yes	Yes	Yes	No	Develop contract language to prohibit the use of convict-produced materials and include in bid document.	Review bid document for inclusion of the provision.	TSP-19	JWM	BS
26. Public Agencies in Competition with the Private Sector	23 CFR 635.112(e)	Yes	Yes	Yes	Yes	Do not allow.	Review bid document to ensure exclusion of the provision.	TSP-18	JWM	BS
27. Publicly-Owned Equipment	23 CFR 635.106	Yes	Yes	Yes	Yes	Do not allow.	Review bid document for exclusion of the provision.	TSP-18	JWM	BS
28. Records Retention	49 CFR 18 23 CFR 18.42 FHWA Form 1273 Item V.2	Yes	Yes	Yes	Yes	Project records must provide adequate assurance that the quantities of completed work are determined accurately and uniformly, and be maintained for a minimum of 5 years following contract completion and acceptance.	Conduct periodic reviews to ensure compliance.	TSP-19	JWM	BS
29. Salvage Credits	49 CFR 18.36	Yes	Yes	Yes	Yes	Do not allow.	Review bid document for exclusion of the provision.	TSP-19	JWM	BS

Requirement	Reference	NHS/ SHS <input type="checkbox"/>	Non- NHS/ SHS <input type="checkbox"/>	Non- NHS/ Non- SHS <input type="checkbox"/>	Non- Federal- Aid Highway/ Non-SHS <input checked="" type="checkbox"/>	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Initial	FDOT District Initial
30. Standardized Changes Conditions Contract Clauses	23 CFR 635.109	Yes	Yes	Yes	Yes	Develop contract language to ensure that the requirements of 23 CFR 635.109 are met. Sections 4-3.2 and 5-12.6 of FDOT Supplemental Specifications and Sections 4-3 and 5-12 of FDOT Standard Specifications may be used for guidance.	Review bid document for inclusion of the provision.	GP-30	JWK	BJW
31. Standard Specifications and Plans	23 CFR 630B	Yes	Yes	No	No	Local Agency will use FDOT's specifications when the construction project is on the SHS.  Local Agency will use FDOT's pre-approved specifications when the project is off the SHS, or will seek FDOT approval for local agency specifications.  <a href="http://www.dot.state.fl.us/specificationsoffice/implemented/LAP/LapSpecs/Default.shtm">http://www.dot.state.fl.us/specificationsoffice/implemented/LAP/LapSpecs/Default.shtm</a>	Review documents to ensure Local Agency is using FDOT approved specifications.	GP-23	JWK	BJW
32. State Preference	23 CFR 635.409	Yes	Yes	Yes	Yes	Do not allow.	Review bid document for exclusion of state or local preferences.	TSP-19	BJW	BJW
33. State/ Local Owned/ Furnished/ Designated Materials	23 CFR 635.407	Yes	No	No	No	If utilized, must obtain FHWA approval.	Review bid document for exclusion of materials furnished by Local Agency	N/A	JWK	BJW
34. Subcontracting	23 CFR 635.116	Yes	Yes	No	No	Develop contract language to meet the requirements.	Review bid document for inclusion of the provision.	TSP-19	JWK	BJW
35. Termination of Contract	23 CFR 635.125	Yes	Yes	No	No	Develop contract language for termination for cause, convenience, and default and include in the bid document.	Review bid document for inclusion of the provision.	TSP-42	JWK	BJW

Requirement	Reference	NHS/ SHS <input type="checkbox"/>	Non- NHS/ SHS <input type="checkbox"/>	Non- NHS/ Non- SHS <input type="checkbox"/>	Non- Federal- Aid Highway/ Non-SHS <input checked="" type="checkbox"/>	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Initial	FDOT District Initial
36. Time Extensions	23 CFR 635.121	Yes	Yes	No	No	Include reasons time extensions are allowed in specifications. May use Section 8-7.3.2 of the FDOT Standard Specifications.	Review bid document for inclusion of the provision.	TSP-17	JWM	PM
37. Report Jobs	American Recovery and Reinvestmen t Act of 2009	Yes	Yes	Yes	Yes	Include the American Recovery and Reinvestment Act of 2009 special provision SP0070111ES.	Review bid document for inclusion of the special provision.	A N/A	JWM	PM

Local Agency: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

<u>Jean W. Matthews</u> Signature	<u>Senior Planner</u> Position Title
<u>Jean W. Matthews</u> Name (Printed)	<u>6-17-2010</u> Date

District LAP Administrator/Designee: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

<u>Barbara Handrahan</u> Signature	<u>DY LAP Administrator</u> Position Title
<u>Barbara Handrahan</u> Name (Printed)	<u>6-18-10</u> Date

Central Office Statewide LAP Administrator: I hereby certify that the checklist is complete as indicated.

<u>Roosevelt Pettigrew</u> Signature	<u>State LAP Administrator</u> Position Title
<u>Roosevelt Pettigrew</u> Name (Printed)	<u>6/18/10</u> Date

att. 2

SUPPLEMENTAL NO. 1  DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM</b> <b>SUPPLEMENTAL</b> <b>AGREEMENT</b>	FPN 416139-1-58-01  CONTRACT NO. APZ-12
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The Palm Beach County desires to supplement the original Agreement entered into and executed on June 28<sup>th</sup>, 2010 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Lake Okeechobee Scenic Trail, Rehab. of Historic Transp. Building Length N/A

Termini At City of South Bay R.V. Park

**Description of Work:**

Construct concrete and asphalt pathways, site furnishings, fencing, landscaping, sod, pedestrian lighting and renovation of historic cottage railroad building.

**Reasons for Supplement:**

The terms of the original agreement, referenced above, are hereby amended as follows:

- This Supplemental Agreement decreases the Original Agreement Amount by \$304,514.60, because the total awarded bid is in the amount of \$195,685.40. This amount includes \$200.00 in non-participating items which will be funded with Local Funds outside of this Agreement.

Total bid Amount	\$	195,685.40
Non-Participating Items	\$	(200.00)
Total Participating Items	\$	195,485.40

- See Exhibit B attached hereto and made a part hereof which replaces Exhibit B attached to the original Agreement.

EXHIBIT B  
SCHEDULE OF FUNDING

525-010-32  
PRODUCTION SUPPORT  
12/09

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 416139-1-58-01 CONTRACT NO. APZ-12
DUNS NO. 80-939-7102		

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
<b>Total Planning Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
<b>Total PD&amp;E Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
<b>Total Design Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Right-of-Way</b>					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
<b>Total Right-of-Way Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
2007-2008					
2008-2009					
2009-2010 SE	\$500,000.00	(\$304,514.60)	\$195,485.40		\$195,485.40
2009-2010 LF	\$795,800.00		\$795,800.00	\$795,800.00	
<b>Total Construction Cost</b>	\$1,295,800.00	(\$304,514.60)	\$991,285.40	\$795,800.00	\$195,485.40
<b>Construction Engineering and Inspection (CEI)</b>					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
<b>Total CEI Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Construction &amp; CEI Costs</b>	\$1,295,800.00	(\$304,514.60)	\$991,285.40	\$795,800.00	\$195,485.40
<b>TOTAL COST OF THE PROJECT</b>	\$1,295,800.00	(\$304,514.60)	\$991,285.40	\$795,800.00	\$195,485.40

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 416139-1-58-01 CONTRACT NO. APZ-12
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Palm Beach County, a political  
subdivision of the State of Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

By: \_\_\_\_\_  
Name: GERRY O'REILLY, P.E.  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Name: Sharon R. Bock  
Title: Clerk & Comptroller

Attest: \_\_\_\_\_  
Name:  
Title:

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

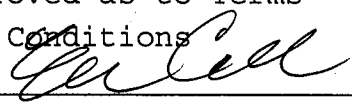
Date: \_\_\_\_\_

As to form: & Legal Sufficiency

Legal Review:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Office of the General Counsel

Approved as to Terms  
and Conditions  
By:   
Department Director



BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGRV 581 110810\*76  
BGEX 581 110810\*355

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/08/10	REMAINING BALANCE
<b>REVENUES</b>								
3600-581-P663-3104	Fed Grant Capital-Transport	0	0	195,485		195,485	0	195,485
<b>TOTAL RECEIPTS &amp; BALANCES</b>		6,375,989	6,459,439	195,485		6,654,924		
<b>APPROPRIATIONS</b>								
3600-581-P663-6520		0	0	195,485		195,485	0	195,485
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		6,375,989	6,459,439	195,485		6,654,924		

Parks and Recreation Department  
**INITIATING DEPARTMENT/DIVISION**

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

*[Signature]*      11-8-10  
\_\_\_\_\_  
\_\_\_\_\_

By Board of County Commissioners  
At Meeting of  
December 7, 2010  
Deputy Clerk to the Court