

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

5-H-1

**AGENDA ITEM SUMMARY**

Meeting Date: January 11, 2011    ☐ Consent    ☒ Regular  
    ☐ Workshop    ☐ Public Hearing

Submitted By:    Engineering and Public Works  
 Submitted For:    County Engineer

**I. EXECUTIVE BRIEF**

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

**A)**    An Agreement to:

1.    Pay a \$404,421 reimbursement to the Town of Palm Beach (Town) for emergency work conducted on Old South Ocean Boulevard after damage by Hurricane Frances in September 2004; and
2.    Transfer this segment of roadway and two other segments of Old South Ocean Boulevard to the Town, subject to public access being maintained to perpetuity on this segment; and

**B)**    A Budget Transfer of \$404,421 in the General Fund from the Contingency Reserve to Old South Ocean Boulevard - Town of Palm Beach.

**SUMMARY:** Old South Ocean Boulevard from Ocean Boulevard to its southerly end, a Palm Beach County (County) roadway length of approximately 400 feet, was significantly damaged by Hurricane Frances in 2004, rendering it unusable for the three residents who use it for access. The Town asked the County's Property and Real Estate Management Division (PREM) for permission to conduct emergency repairs for later reimbursement by the County. There is a dispute of facts between the parties after this point. The Town submitted an invoice to the Engineering Department for reimbursement; however staff determined that the reimbursement amount being requested by the Town was not justified. Instead, the County has agreed to reimburse ½ of the requested amount.

**District 7 (PFK)**

**Background and Justification:** Significant damage occurred to Old South Ocean Boulevard as a result of Hurricane Frances in September 2004. PREM gave the Town permission to conduct emergency repairs, for later reimbursement by the County, as another hurricane (Hurricane Jeanne) was in the forecast for the Palm Beach County area. After both hurricanes had passed, additional repairs were done by the Town and in December of 2005, the Town submitted a preliminary invoice for \$808,842.85. This amount was in excess of a \$100,252.99 reimbursement by the Federal Emergency Management Agency (FEMA).


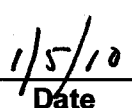
The Town's invoice was reviewed by staff and additional backup information was requested. In April 2006, an updated invoice was submitted by the Town which adjusted the amount being claimed to \$804,157.57. After further review of the submitted documents and field inspections by staff, the amount requested was determined to be above and beyond emergency repairs.

**Continued on Page 3**

**Attachments:**

1. Location Sketch
2. Agreement
3. Budget Transfer

**Recommended by:**

	<b>Deputy County Engineer</b>	<b>Date</b>
<b>Approved by:</b>  County Engineer		 Date

## **II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>Capital Expenditures</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>Operating Costs</b>	<u>\$404,421</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>External Revenues</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>Program Income (County)</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>In-Kind Match (County)</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u>\$404,421</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>					

[illegible]

**Budget Account No:**

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

General Fund  
Contingency Reserves  
Old South Ocean - Town of Palm Beach

C. Departmental Fiscal Review: As well hits

### III. REVIEW COMMENTS

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

OFMB  
VA 11/5/11  
SW 11/5/11  
11/5/11

Dr. J. Lawler 11/6/11

Contract Dev. and Control

Edens 11/6/11

At the time of our review, the contract was not executed.

**B. Approved as to Form and Legal Sufficiency:**

Paul F. [Signature] 1/6/11  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

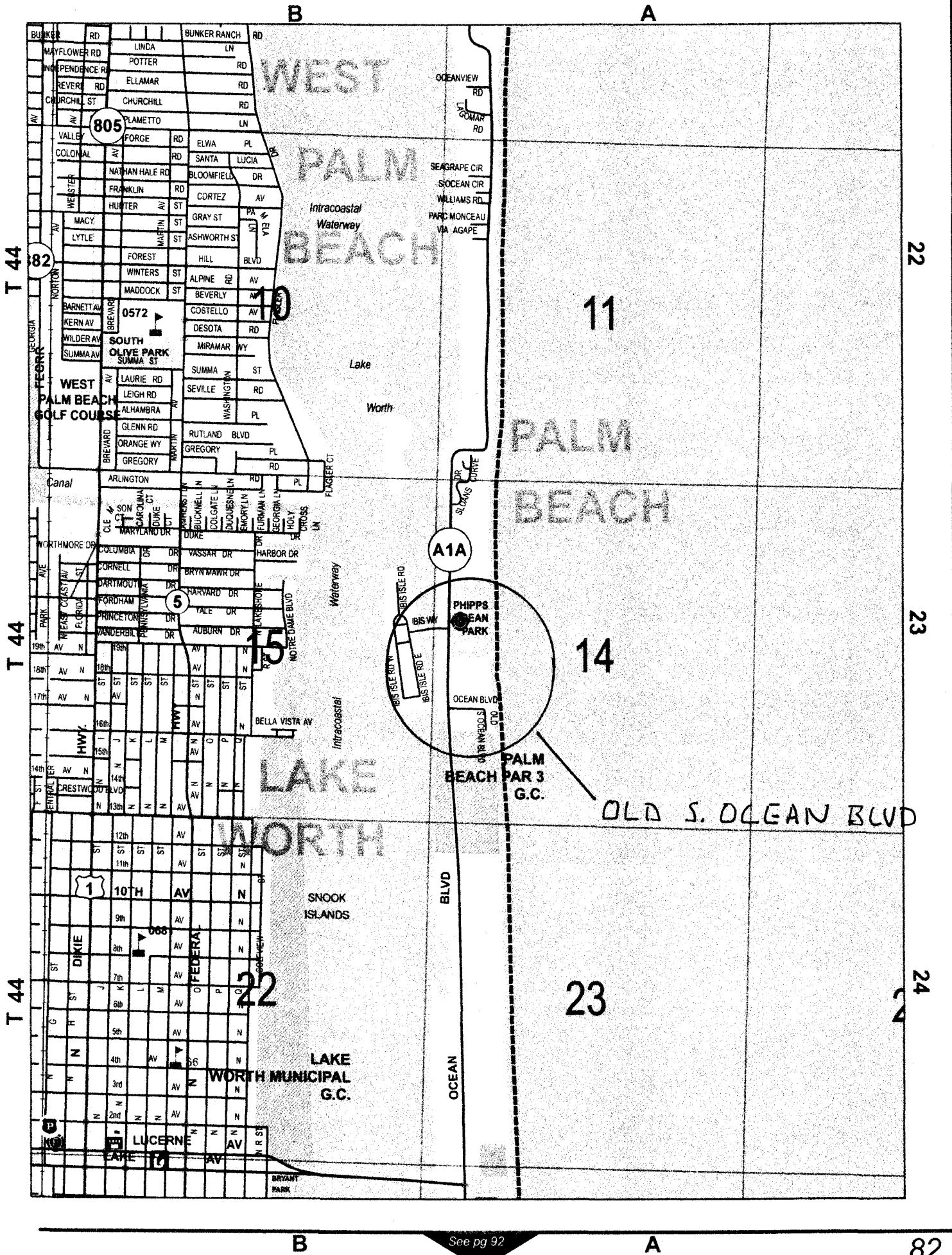
**This summary is not to be used as a basis for payment.**

## **Background and Justification: Continued From Page 1**

The completed repairs by the Town included a full seawall and landscaping, and the result clearly amounted to a permanent repair of the area. The emergency work that was necessary to restore access for the residents immediately after the storm would have included rock boulders to stabilize the road embankment and temporary asphalt. Staff observed the installation of rock boulders after Hurricane Frances, and it was clear the emergency repairs were underway at the time. There was no indication that the work being done at the time would include permanent non-emergency repairs.

After a careful review of the costs provided by the Town, the Engineering Department declined to approve the Town's invoice for work above and beyond emergency repairs authorized, and offered to match the \$96,242.87 FEMA reimbursement that they had received. The Town rejected this offer. Staff did a reassessment of the costs that could arguably be attributed to the emergency repairs and revised the County's offer to \$174,718. However the Town also rejected this offer. In an effort to bring this issue to a close, the Engineering Department met with officials from the Town and Commissioner Priscilla Taylor and made a verbal offer of \$350,000, which was again rejected by the Town with no counter offer. However, final agreement has been reached to reimburse the Town for ½ of the original cost, \$404,421.

The Town has also requested that jurisdiction of this portion of roadway be turned over to them including all maintenance and control. Staff agrees with the request to transfer the road, and recommends that a condition of that transfer be that public access be maintained for perpetuity. Included in the transfer will be two additional segments of Old South Ocean Blvd. through Phipps Ocean Park and the golf course.



## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is made on \_\_\_\_\_, 2011, between the Town of Palm Beach, a municipality located in Palm Beach, Florida (hereinafter "TOWN"), and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### **WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, COUNTY wishes to transfer jurisdiction, including maintenance and control, over specified portions of the Old A-1-A right-of-way to TOWN, and TOWN agrees to accept such transfer of jurisdiction based upon COUNTY's payment of a portion of TOWN's recent costs of reconstructing a portion of that Old A-1-A right-of-way.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

### **Section 1. Purpose**

The purpose of this Agreement is to transfer jurisdiction, including maintenance, control and liability, over portions of Old A-1-A from COUNTY to TOWN, pursuant to Section 335.0415, Florida Statutes.

### **Section 2. Definitions**

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

### **Section 3. Representative/Monitoring Position**

The COUNTY's representative/contract monitor during the term of this Agreement shall be COUNTY Five-Year Road Program Manager, L. Morton Rose, whose telephone number is (561) 684-4150.

The TOWN's representative/contract monitor during the term of this Agreement shall be TOWN's Director of Public Works, H. Paul Brazil, whose telephone number is (561) 838-5440.

### **Section 4. Effective Date/Term**

This Agreement shall take effect upon execution by COUNTY on the date shown in the introductory paragraph of this Agreement.

### **Section 5. Responsibilities and Duties**

TOWN agrees to accept the transfer of jurisdiction, including control, maintenance and liability, for those portions of the Old A-1-A right-of-way specified on Exhibit "A" attached hereto, as of the effective date of this Agreement. Due to the substantial public funds expended, TOWN further agrees that the northernmost of the three sections of the Old A-1-A right-of-way being transferred through this Agreement shall retain the current public access status.

COUNTY agrees to pay TOWN \$404,421.00 within thirty days of the effective date of the Agreement for its recent reconstruction of a portion of the Old A-1-A right-of-way shown on Exhibit "A" hereto.

### **Section 6. Funding Source**

COUNTY shall fund this Agreement through its general funds.

### **Section 7. Access and Audits**

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the recent reconstruction of a portion of the Old A-1-A right-of-way specified in Exhibit "A" hereto for at least three years after completion of that work. COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during TOWN's normal business hours.

COUNTY has established the Office of the Inspector General in Ordinance 2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of

the TOWN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **Section 8. Notice**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

##### **COUNTY**

Deputy County Engineer  
2300 North Jog Road, 3<sup>rd</sup> Floor  
West Palm Beach, Florida 33411

##### **TOWN**

Town Manager  
P. O. Box 2029  
360 S. County Road  
Palm Beach, Florida 33480

#### **Section 9. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

#### **Section 10. Filing**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

#### **Section 11. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party.



Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

#### **Section 12. Remedies**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Section 13. Time of the Essence**

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

#### **Section 14. Equal Opportunity Provision**

COUNTY and TOWN agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, age, familial status, gender identity or expression or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

#### **Section 15. Captions**

The captions and section designations herein set forth are for convenience only and shall

have no substantive meaning.

**Section 16. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 17. Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Deputy County Engineer

WITNESS:

TOWN OF PALM BEACH

By: \_\_\_\_\_  
Town Clerk

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

Revised 1-6-2011

**EXHIBIT "A"**

**Sketches and Legal Descriptions  
of Portions of Old A-1-A Right-of-Way Jurisdiction  
Transferred to TOWN of PALM BEACH**

DESCRIPTION OF OCEAN BOULEVARD  
JUST SOUTH OF STATE ROAD A-1-A

THAT PORTION OF OCEAN BOULEVARD, SITUATE IN SECTION 14, TOWNSHIP  
44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF OCEAN BOULEVARD, AS RECORDED IN ROAD BOOK 4, PAGE 172,  
PALM BEACH COUNTY RECORDS, LYING SOUTH OF THE NORTH LINE OF THE  
SOUTH 110 FEET OF LOT 130 OF PALM BEACH ESTATES, AS RECORDED IN  
PLAT BOOK 8, PAGE 3, PALM BEACH COUNTY RECORDS, AND LYING NORTH  
OF THE SOUTH LINE OF THE NORTH 85 FEET OF LOT 132 OF SAID PALM  
BEACH ESTATES, CONTAINING 0.3636 ACRE.


NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

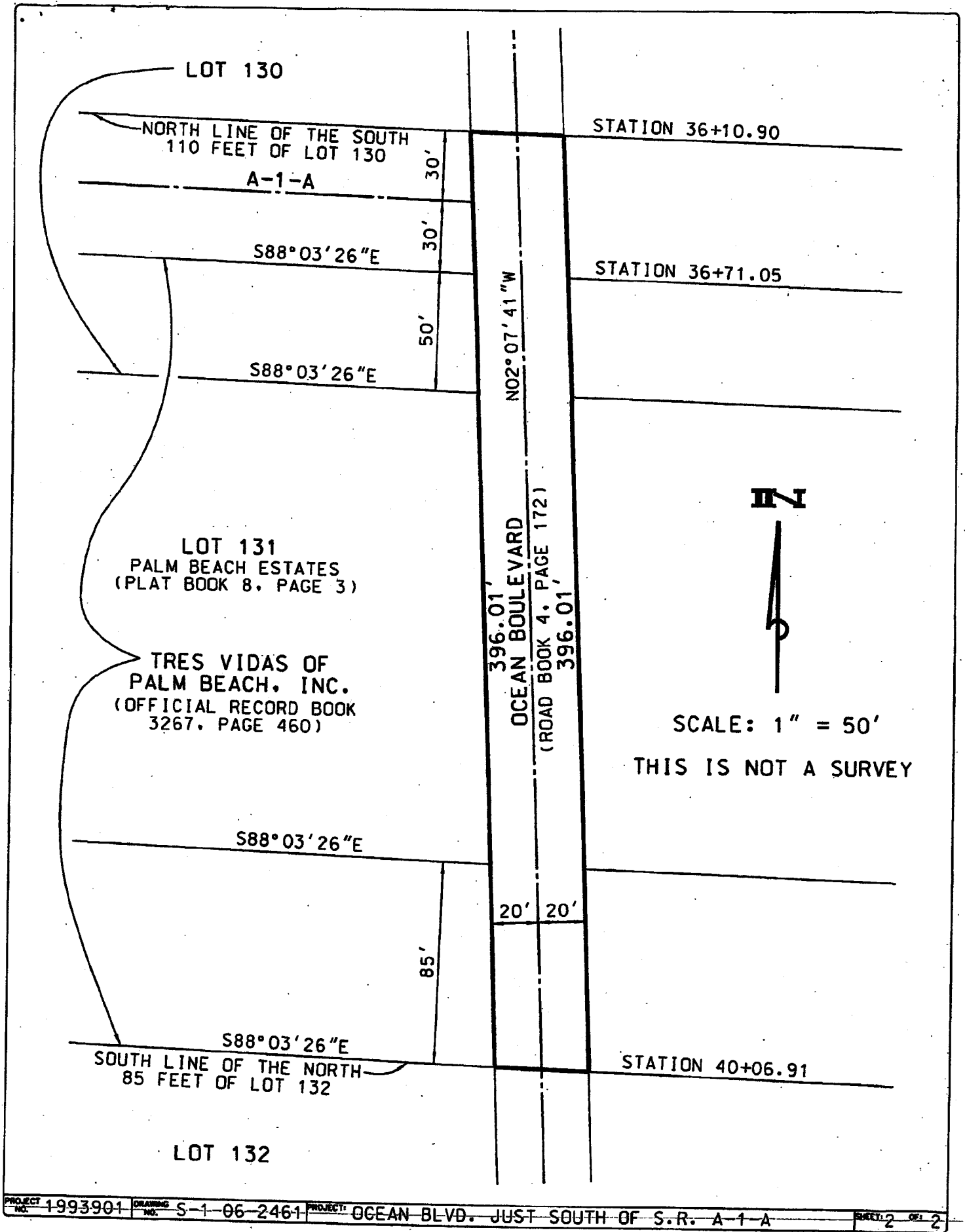
THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE  
OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, SUITE 405,  
WEST PALM BEACH, FLORIDA, 33406.

*N. J. Howard*  
NORMAN J. HOWARD, P.S.M.  
FLORIDA CERTIFICATE NO. 5776

1-19-06  
DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT NO. 1993901	SHEET 2	PROJECT DESCRIPTION SKETCH OF OCEAN BOULEVARD JUST SOUTH OF STATE ROAD A-1-A	DESIGN FILE NAME 1993901_OCEAN	DRAWING NO. S-1-06-2461	SCALE 1" = 50' APPROVED N.J.H. DRAWN E.A.O. CHECKED N.J.H. DATE 1/18/06	NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL. 33406



**LEGAL DESCRIPTION:**

BEING ALL THAT PORTION OF OLD OCEAN BOULEVARD AS RECORDED IN ROAD PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING SOUTH OF THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 120, **PALM BEACH ESTATES**, AS SAID PLAT IS RECORDED IN PLAT BOOK 8, PAGE 3 OF SAID PUBLIC RECORDS AND LYING NORTH OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 126 OF SAID PALM BEACH ESTATES.

CONTAINING 1.102 ACRES, MORE OR LESS.

**NOTES:**

- 1) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED FOR THE PURPOSE OF INCLUDING THE DESCRIBED PARCEL UNDER AN INTER LOCAL AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND PALM BEACH COUNTY.
- 3) THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
- 4) THE DIMENSIONS SHOWN HEREON ARE CALCULATED FROM THE RIGHT-OF-WAY MAP FOR OCEAN BOULEVARD (N.K.A. OLD OCEAN BOULEVARD) AS SAID MAP IS RECORDED IN ROAD PLAT BOOK 4 PAGE 82, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE DIMENSIONS FOR THE DESCRIBED PARCEL AND PHIPPS PARK, AS SHOWN HEREON, ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY A FIELD SURVEY OF THE PROPERTY.

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, AS APPLICABLE TO LEGAL DESCRIPTION AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

**W.L. FISH & COMPANY, INC.**

  
WAYNE LARRY FISH  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA STATE REGISTRATION NO. 3238

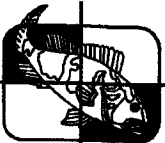
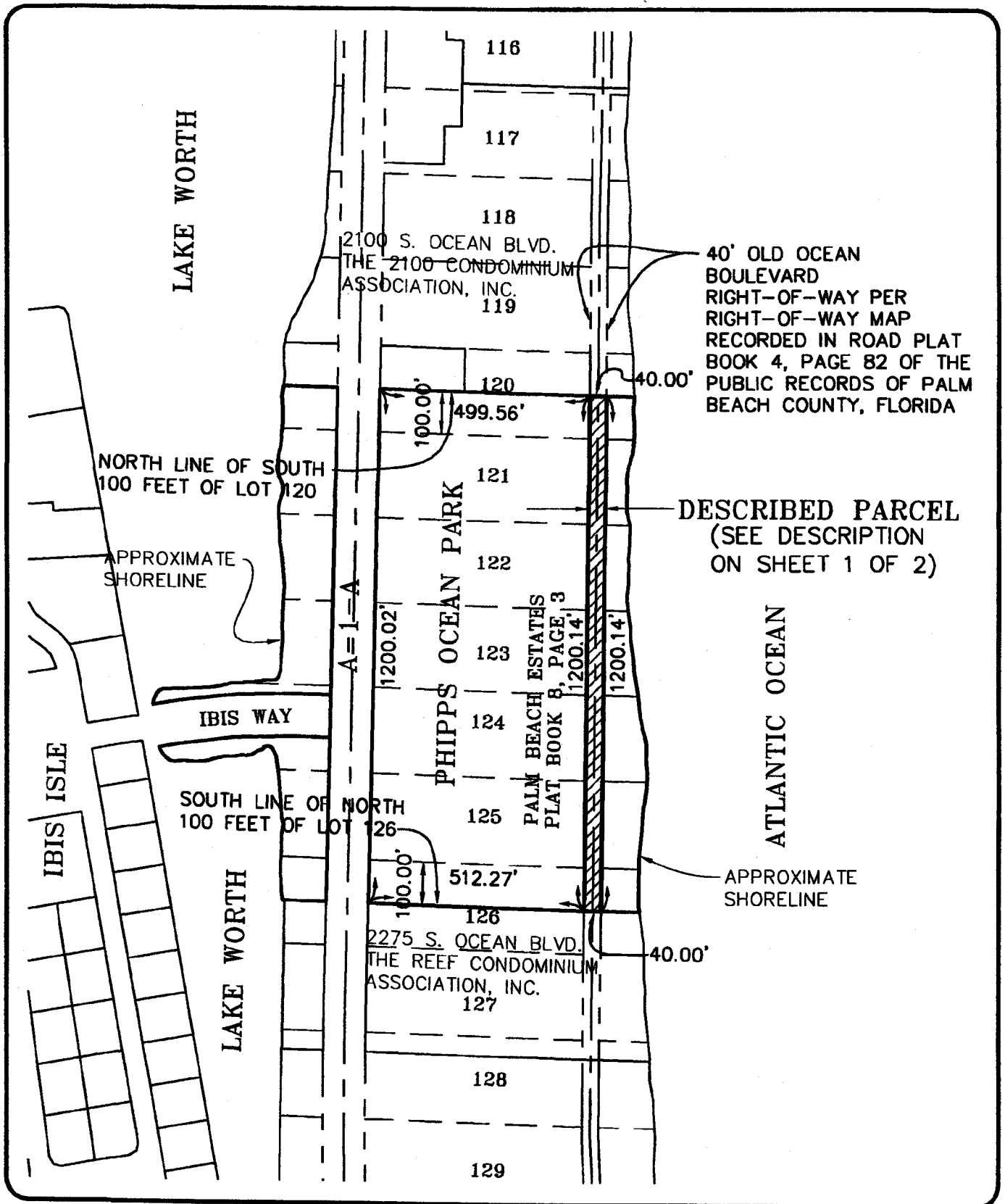
REVISED 02-27-08 ADDED ROAD PLAT BOOK



**W.L.FISH & COMPANY, INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
5730 CORPORATE WAY, UNIT 100,  
WEST PALM BEACH, FLORIDA 33407  
(561)615-9266 L.B. 6216 Fax: (561)615-9270  
E-mail: mappers@wlfish.com

DESCRIPTION SKETCH FOR:  
**OLD OCEAN BOULEVARD AT  
PHIPPS OCEAN PARK  
TOWN OF PALM BEACH, FLORIDA**

DRAWN: W.L. FISH	DATE: 01/02/07	SHEET
CHECKED: W.L. FISH	JOB# 2006-197	NO. 1 OF 2



**W.L. FISH & COMPANY, INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
5730 CORPORATE WAY, UNIT 100,  
WEST PALM BEACH, FLORIDA 33407  
(561) 615-9266 L.B. 6216 Fax: (561) 615-9270  
E-mail: mappers@wlfish.com

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**OLD OCEAN BOULEVARD AT  
PHIPPS OCEAN PARK  
TOWN OF PALM BEACH, FLORIDA**

DRAWN: W.L. FISH	DATE: 01/02/07	SHEET NO.
CHECKED: W.L. FISH	JOB# 2006-197	2 OF 2



## LEGAL DESCRIPTION:

BEING ALL THAT PORTION OF OLD OCEAN BOULEVARD AS RECORDED IN ROAD PLAT BOOK 4, PAGES 171-182 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING SOUTH OF THE NORTH LINE OF THE SOUTH 115 FEET OF LOT 132, **PALM BEACH ESTATES**, AS SAID PLAT IS RECORDED IN PLAT BOOK 8, PAGE 3 OF SAID PUBLIC RECORDS AND LYING NORTH OF THE SOUTH LINE OF LOT 141 OF SAID PALM BEACH ESTATES.

CONTAINING 1.765 ACRES, MORE OR LESS.

## NOTES:

- 1) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED FOR THE PURPOSE OF INCLUDING THE DESCRIBED PARCEL UNDER AN INTER LOCAL AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND PALM BEACH COUNTY.
- 3) THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
- 4) THE DIMENSIONS SHOWN HEREON ARE CALCULATED FROM THE RIGHT-OF-WAY MAP FOR OCEAN BOULEVARD (N.K.A. OLD OCEAN BOULEVARD) AS SAID MAP IS RECORDED IN ROAD PLAT BOOK 4 PAGES 171 THROUGH 182, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE DIMENSIONS FOR THE DESCRIBED PARCEL AND THE TOWN OF PALM BEACH GOLF COURSE, AS SHOWN HEREON, ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY A FIELD SURVEY OF THE PROPERTY.

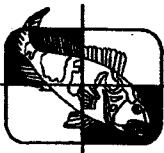
## CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, AS APPLICABLE TO LEGAL DESCRIPTION AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

**W. L. FISH & COMPANY, INC.**

BY:   
WAYNE LARRY FISH  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA STATE REGISTRATION NO. 3238

REVISED 2-27-08 ADDED ROAD PLAT BOOK



**W.L.FISH & COMPANY, INC.**

PROFESSIONAL SURVEYORS & MAPPERS

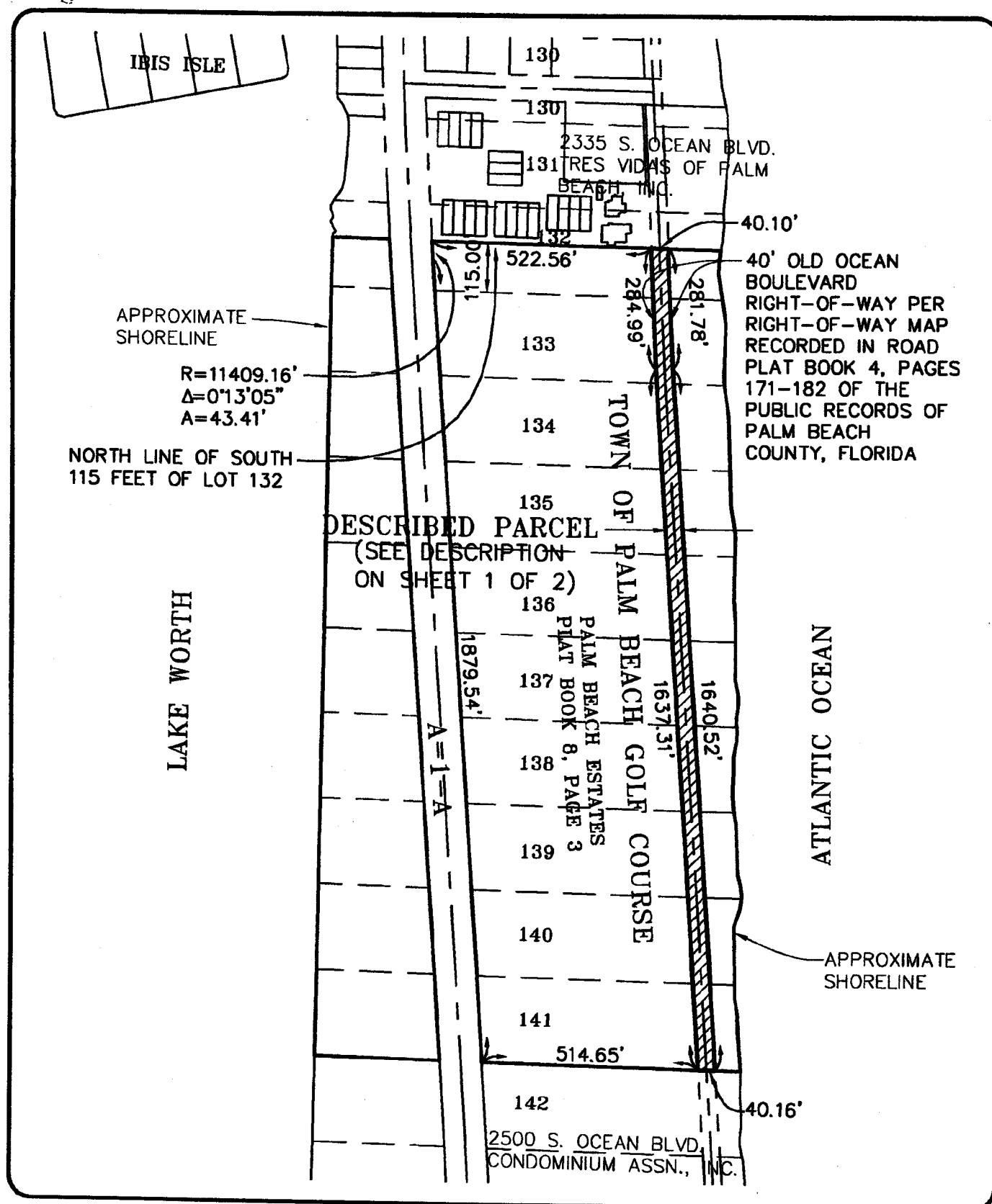
5730 CORPORATE WAY, UNIT 100,  
WEST PALM BEACH, FLORIDA 33407  
(561)615-9266 L.B. 6216 Fax: (561)615-9270  
E-mail: mappers@wlfish.com

DESCRIPTION SKETCH FOR:

OLD OCEAN BOULEVARD AT TOWN  
OF PALM BEACH GOLF COURSE  
TOWN OF PALM BEACH, FLORIDA

DRAWN: W.L. FISH DATE: 01/02/07 SHEET

CHECKED: W.L. FISH JOB# 2006-197 NO. 1 OF 2



**W.L.FISH & COMPANY**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 5730 CORPORATE WAY, UNIT 100,  
 WEST PALM BEACH, FLORIDA 33407  
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**DESCRIPTION SKETCH FOR:**  
**OLD OCEAN BOULEVARD AT TOWN**  
**OF PALM BEACH GOLF COURSE**  
**TOWN OF PALM BEACH, FLORIDA**

DRAWN: W.L. FISH	DATE: 01/02/07	SHEET
CHECKED: W.L. FISH	JOB# 2006-197	NO. 2 OF 2

2011 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 360 123010\*672

FUND General Fund

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/30/10	REMAINING BALANCE
<u>Reserves</u>								
0001-820-9900-9901	Contingency Reserves	20,000,000	20,000,000	0	404,421	19,595,579	0	19,595,579
<u>Old South Ocean – Town of Palm Beach</u>								
0001-743-7170-8101	Contributions to other Govt	0	0	<u>404,421</u>	<u>0</u>	404,421	0	404,421
				404,421	404,421			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>01/11/11</u>
Engineering & Public Works	<u><i>Shirley White</i></u>	<u>12/30/10</u>	
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners