## Agenda Item #: 3-C-7 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Submitted By: Engineering and Public Works Submitted For: County Engineer	Meeting Date:	• •	[X]	Consent Workshop	]	] ]	Regular Public Hearing
			blic W	orks	-	-	

#### I. EXECUTIVE BRIEF

# Motion and Title: Staff recommends motion to approve:

- A) The cancellation of Reimbursement Agreement R2009-1478 with the Lake Worth Community Development Corporation/Hammon Park, and the City of Lake Worth in the amount of \$250,000;
- B) A Reimbursement Agreement with the Lake Worth Community Development Corporation / Hammon Park (CDC), and the City of Lake Worth in an amount not to exceed \$62,500; and
- **C)** A Budget Transfer of \$187,500 in the Transportation Improvement Fund from Lake Worth Community Development Corporation/Hammon Park District 7 to Culvert Repair and Replacement.

**SUMMARY:** A 2009 Reimbursement Agreement provided funding in an amount not to exceed \$250,000 for improvements for Hammon Park, a 117 unit workforce housing residential community. Prior to construction, Publix Supermarket purchased seventy five percent of the southern end of the Hammon Park property, effectively changing the boundaries of the original Agreement and reducing the amount of residential units to 46 units. Approval of the cancellation of Reimbursement Agreement R2009-1478, the new Reimbursement Agreement and the Budget Transfer will provide reduced funds to the CDC to pay for reconstruction of the curbs, gutters, landscaping, roadways and sidewalks along the newly defined boundaries of Hammon Park. The \$187,500 originally reserved for Hammon Park will provide supplement funding for culvert repair and replacement throughout the County to keep pace with the repair of the culvert failures that currently affect our roads. <u>District 7</u> (MRE)

Background and Justification: On September 15, 2009, Palm Beach County (County), Lake Worth Community Development Corporation (CDC) and the City of Lake Worth entered into Reimbursement Agreement R2009-1478 to provide funding in an amount not to exceed \$250,000.00 for reconstructing the curbs, gutters, sidewalks, landscaping, roadways and drainage along the boundaries of Hammon Park, a workforce housing residential community. Prior to construction, Publix Supermarket purchased seventy five percent of the southern end of the Hammon Park property, located east of North Dixie Highway and west of North J Street, between 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Avenue North, effectively changing the boundaries of the original Agreement R2009-1478 and reducing the amount of residential units to be built from 117 units to 46 units. A total of 13 units have been built to date on the new site, leaving 33 units left to be built. With the amount of residential units reduced, the amount of funding is being reduced by the corresponding percentage. Meanwhile, several culverts have failed over the past several years throughout the County and continue to do so, creating potential hazardous driving conditions on our roadways. This funding will help to keep pace with the repair of the culvert failures that currently affect our roads.

## Attachments:

1. Location Map 2. Agreement w/Exhibit A	<ol> <li>Agreement R2009-1476</li> <li>Budget Transfer</li> </ol>	
Recommended by:	Ull clounell	3/21/11
Approved by:	<b>Division Director</b>	<b>Date</b> 3 22/11
h:\ojmwp\ojm\board item\hammon park iw cd	County Engineer	Date

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years Grant Expenditures Capital Expenditures External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2011 < <u>\$187,500&gt;</u> <u>\$187,500</u> <u>-0-</u> <u>-0-</u> <u>-0-</u> <u>-0-</u>	2012 -0- -0- -0- -0- -0- -0- -0-	2013 0- 0- -0- -0- -0- -0-	2014 -0- -0- -0- -0- -0- -0- -0-	2015 -0- -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current Budget Acct No.: Fund Progr	Dept U	Yes nit Obj	ject	No <u>X</u> .	

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

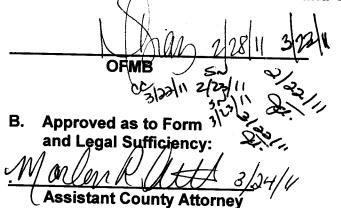
Transportation Improvement Fund Lake Worth Community Development Corp / Hammon Park - Dist 7 Culvert Repair and Replacement

The transfer will eliminate the excess funds originally reserved for the project and supplement funding for culvert repair and replacement throughout the County.

C. Departmental Fiscal Review: \_\_\_\_\_\_

# III. REVIEW COMMENTS

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



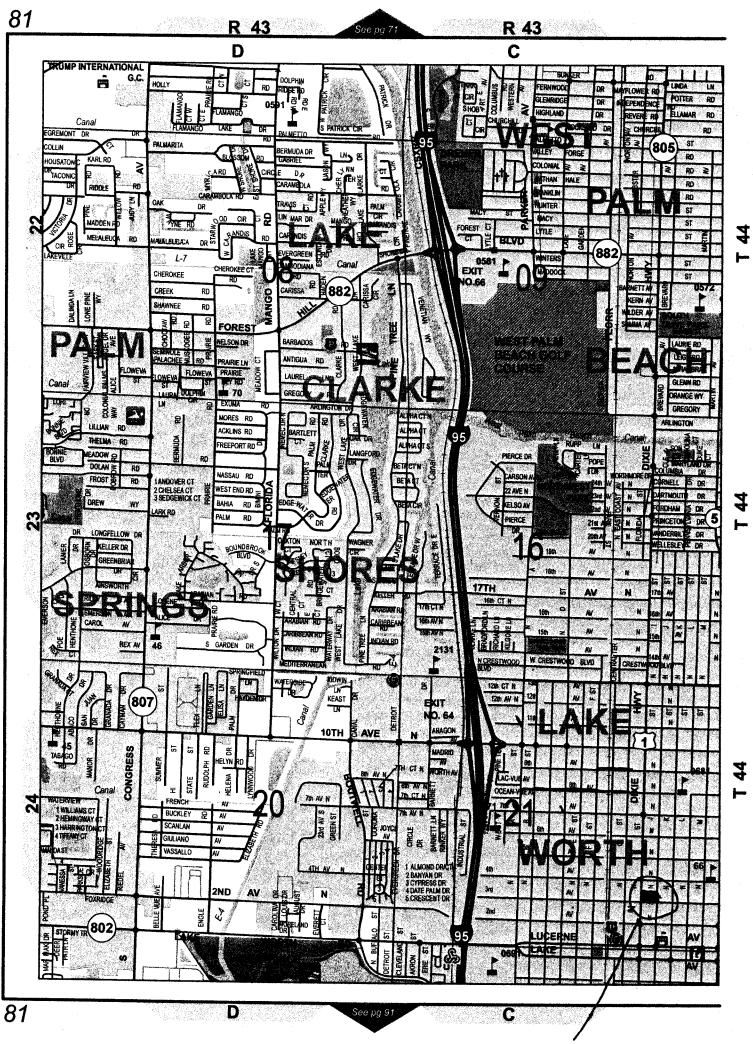
23/11 Contract De v/and Contro

This Contract complies with our contract review requirements.

C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment. 2 F:\COMMON\WP\AGENDAPAGE2\AGNPGTWO2011\00022R.DOC



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HAMMON PARK

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## REIMBURSEMENT AGREEMENT LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION AND THE CITY OF LAKE WORTH

THIS REIMBURSEMENT AGREEMENT is made and entered into this \_\_\_\_\_day of\_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida hereinafter referred to as "COUNTY", THE LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION, a non-profit corporation, Federal I.D. number 65-0239821 hereinafter referred to as "CDC" and THE CITY OF LAKE WORTH a Municipal corporation of the State of Florida hereinafter referred to as "CITY"

#### WITNESSETH:

WHEREAS, on September 15, 2009, the CDC and the COUNTY entered into Reimbursement Agreement R2009-1478 to provide funding in an amount not to exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** to construct a workforce housing residential, multifamily, condominium and townhouse project within the boundaries of North Dixie Highway to the west, North 'J' Street to the east, one half block south of North 4<sup>th</sup> Avenue to the north and North 2<sup>nd</sup> Avenue to the south, hereinafter referred to as HAMMON PARK; and

WHEREAS, prior to construction of HAMMON PARK, Publix Supermarket purchased seventy five percent of the southern end of the HAMMON PARK property, located east of North Dixie Highway and west of North J Street, between 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Avenue North, effectively changing the boundaries of the original Agreement R2009-1478 and reducing the amount of residential units to be built from 117 units to 46 units. A total of 13 units have been built to date on the new site, leaving 33 units left to be built; and

WHEREAS, the CDC and COUNTY agree that due to the reduction of the size and scale of the property for HAMMON PARK, it would be necessary to reduce the amount of funds offered by the COUNTY to the CDC by seventy five percent of the original amount. Therefore a new agreement is required to outline the new boundaries and the new amount; and

WHEREAS, the CDC has received a reduced grant value from the Community Workforce Housing Innovation Pilot Program (CWHIP) in the amount of ONE MILLION FOUR HUNDRED TEN THOUSAND FOUR HUNDRED TWENTY ONE DOLLARS (\$1,410,421), that will be used to construct residential, multifamily, condominium and townhouse project located within the CITY, bounded by North Dixie Highway on its west side; North J Street on its east side; North 3<sup>rd</sup> Street on its south side; and one half

block (approximately 204 feet) north of 3<sup>rd</sup> Avenue on its north side, hereinafter referred to as **PROJECT**; and

WHEREAS, the CITY agrees to the construction as it relates to the approved plans for the **PROJECT**, allowing the **CDC** to reconstruct the curbs and gutters, adding landscaping, paving, irrigation, drainage and sidewalks along the boundaries of the **PROJECT** that includes **CITY** own, North 'J' Street one half block (approximately 204 feet) north of 3<sup>rd</sup> Avenue and the north side of North 3<sup>rd</sup> Avenue from Old Dixie Highway to North 'J' Street hereinafter referred to as **IMPROVEMENTS**; and

WHEREAS, the CITY shall be responsible for subsequent maintenance of all **IMPROVEMENTS** on North 'J' Street, and North 3rd Avenue; and

WHEREAS, the COUNTY believes the IMPROVEMENTS serve a public purpose and supports the IMPROVEMENTS by providing reimbursement funding for the documented costs in an amount not to exceed SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00); and

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

1. The above recitals are true, correct and incorporated herein.

2. The Reimbursement Agreement (R2009-1478) dated September 15, 2009 by and between the **COUNTY**, **CDC**, and **CITY** is hereby cancelled and replaced with this agreement.

3. The COUNTY agrees to provide to the CDC reimbursement funding for documented costs associated with the **IMPROVEMENTS** in an amount not to exceed **SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00)**. If the CDC should sell the property as described in this document before the project has been completed this Agreement shall automatically terminate.

4. **COUNTY** agrees to reimburse the **CDC** the amount established in paragraph 3 for costs associated with the **IMPROVEMENTS**, upon the **CDC's** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **CDC** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 7, below.

5. The **COUNTY** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

6. The CDC agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the IMPROVEMENTS, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental codes and permitting requirements (including, but not limited to the STATE and COUNTY) in the selection and installation of the IMPROVEMENTS. The CDC also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully funded by the amount set forth in Paragraph 3, above and agrees to expend its own funds or the CWHIP funds prior to requesting reimbursement from the COUNTY. The COUNTY will have the final determination of the eligibility for reimbursement of any funds. The final plans for the IMPROVEMENTS must be signed and sealed by a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate.

7. If prior to the commencement of the **IMPROVEMENTS**, the **CDC** determines that the grant is not available or that it is insufficient to complete **IMPROVEMENTS**, the **CDC** shall not construct the **IMPROVEMENTS** and this **AGREEMENT** shall terminate without prejudice, upon proper written notice to **COUNTY** as provided for herein.

8. The CDC will obtain or provide all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **CDC** shall furnish to the **OFFICE OF THE COUNTY ENGINEER** representative a request for payment supported by the following:

A) A statement from a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;

B) A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the CDC. Said information shall list each invoice payable by the CDC and shall include the vendor invoice number, invoice date, and the amount payable by the COUNTY. The CDC shall attach a copy of each vendor invoice paid by the CDC along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the

**CDC** Financial Officer, or authorized representative, shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CDC** as indicated.

9. As it relates to this Agreement, and upon providing reasonable notice, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **CDC** by an independent auditing firm employed by the **COUNTY** or by the **COUNTY** Internal Audit Department at any time the **COUNTY** deems necessary.

10. The CITY agrees to be responsible for all subsequent maintenance following the installation of the IMPROVEMENTS. The CDC shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, COUNTY, or municipal agency if any are required for the IMPROVEMENTS.

11. All IMPROVEMENTS shall be completed and final invoices submitted to the COUNTY no later than December 1, 2011. In the event the CDC needs additional time to complete the IMPROVEMENTS or to invoice the COUNTY, the CDC must notify the COUNTY in writing by September 1, 2011, of the need for a time extension. Failure to meet the September 1, 2011, notification date may result in termination of this Agreement and loss of COUNTY funding for the IMPROVEMENTS and the COUNTY shall have no obligation to the CDC or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

12. CDC recognizes that it is an independent contractor, and not an agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to the IMPROVEMENTS or any item which is the responsibility of , CDC hereby agrees to indemnify, save and hold harmless COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of the IMPROVEMENTS or the performance by CDC as may relate to this Agreement. CDC agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of county.

13. The CDC shall, at its sole expense, agree to maintain in force and effect at all times during the life of this Agreement, insurance coverage and limits (including

endorsements), as described herein, CDC shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as County's review and acceptance of insurance maintained by CDC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CDC under this Agreement.

**Commercial General Liability.** CDC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CDC shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. CDC shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CDC shall provide this coverage on a primary basis.

Additional Insured. CDC shall endorse the County as an Additional Insured with CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". CDC shall provide the Additional insured endorsements coverage on a primary basis.

Waiver of Subrogation. CDC hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without and endorsement, then CDC shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should CDC enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, **CDC** shall deliver to the county a Certificate(s) of coverage evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Department of Engineering and Public Works, 2300 North Jog Road, 3E-13, West Palm Beach, Florida 33411, Attention: Special Projects Coordinator.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

14. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CDC certifies that it, its affiliates, suppliers, subcontractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

15. The CDC shall require each contractor engaged by the CDC for work associated with this Agreement to maintain:

a. Workers' Compensation coverage in accordance with Florida Statutes, and;

- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The COUNTY shall be included in the coverage as an additional insured, and;
- c. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05.

16. In the event of termination, the CDC shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the CDC; and the COUNTY may withhold any payment to the CDC for the purpose of set-off until such time as the exact amount of damages due the COUNTY is determined.

17. The CDC's termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.

18. The CDC warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression. Any contract entered into by the CDC for work associated with this Agreement will include the above language.

19. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
20. All notices required to be given under this Agreement shall be in writing, and

deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

### AS TO THE COUNTY

Engineering and Public Works Department Tanya N. McConnell, P.E. Deputy County Engineer 2300 North Jog Road Ste. 3E-13 West Palm Beach, Florida 33411

## AS TO THE CDC

Lake Worth Community Development Corp. Edward Grimm, President 1701 Wingfield Street Lake Worth, Florida 33460 Phone 561-582-5536

#### AS TO THE CITY

City Manager Susan A. Stanton 7 North Dixie Hwy. Lake Worth, Florida 33460

#### With Copy to:

Public Services Director Joseph Kroll 1749 3<sup>rd</sup> Ave. South Lake Worth, Florida 33460.

21. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall 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 other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now 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 shall preclude any other or further exercise thereof.

22. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

23. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

24. Each party agrees to abide by all laws, orders, rules and regulations and the CDC will comply with all applicable governmental codes during the **IMPROVEMENTS**.

25. The COUNTY shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). The CITY shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the COUNTY or CITY, of the liability limits established in Section 768.28, Florida Statutes.

26. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

27. A Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving full and unrestricted access to records. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

28. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

29. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

30. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

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

32. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written. LAKE WORTH COMMUNITY PALM BEACH COUNTY, FLORIDA, BY ITS **DEVELOPMENT CORPORATION** BOARD OF COUNTY COMMISSIONERS By ever By: Edward Grimm, President Karen Marcus, Chair ATTEST: ATTEST: SHARON R. BOCK, CLERK & COMPTROLLER By: Deputy Clerk APPROVED AS TO FORM AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY LEGAL SUFFICIENCY

By: \_

Assistant County Attorney

Date:

**APPROVED AS TO TERMS** CONDITIONS

acounell By:

Date:

EXECUTION: <u>/h</u> By: \_ low

Susan A. Stanton, City Manager

Vareta, Mayor

Date: 3/11/2011

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

in U. Humphier City Attorney Bv: /

Date: 3/11/2011

Date: 3ATTEST:

By:

By:

Bv: Pamela J.J

Date: <u>3/15/</u>,, **REVIEWED AND APPROVED FOR** 

Thomas B. Miller, Esq.

Date: 3/1/2011

**CITY OF LAKE WORTH** 

René A

## PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

Exhibit A

1

# (PROJECT)

Grantee \_\_\_\_\_

Billing #

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Request Date \_\_\_\_\_\_Billing Period \_\_\_\_\_\_

# PROJECT PAYMENT SUMMARY

Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services			
Contractual Services	this Billing       Project Co		
Material, Supplies, Direct Purchases	Ces		
Grantee Stock			
Equipment, Furniture			
TOTAL PROJECT COSTS			

Certification: I hereby certify that the above was incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

Administrator/Date	Financial Officer/Date
PBC USE ONLY	
<b>County Funding Participation</b>	\$
Total Project Costs	\$
Total Project Costs to Date	\$
<b>County Obligation to Date</b>	\$
County Retainage (%)	(\$)
<b>County Funds Previously Disbursed</b>	(\$)
County Funds Due this Billing	\$
Reviewed and Approved by:	
	PBC Project Administrator/Date

## PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

		(PROJECT)		
	Grantee	Billin	ng Date	
	Billing #	Billir	ng Period	
Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid this Period	General Description
				an
		TO		

TOTAL

Certification: I hereby certify that the purchase noted above was used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above, and are available for audit upon request.

Financial Officer/Date

Administrator/Date

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IMPORTANT: If the certificate holder is an ADDITIONALINSURED. The policy lieb) must be endorsed. If SUBROGATIONIS WAIVED, subjective in the of such endorsement(a).         WORK		THICATE IS ISSUED AS FICATE DOES NOT AFFIR W. THIS CERTIFICATE OF		TER OF INFORMA	ATION ONL	Y AND CONFE	RS NO RIGHT	S UPON THE CERTIFIC		TU
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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Ř-20091478

Agenda Item #:

m# 3-C-8 MIV 7-0

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2009 [X] 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 Reimbursement Agreement with the City of Lake Worth and the Lake Worth A) Community Development Corporation / Hammon Park (CDC) in an amount not to
- B) A Budget Transfer of \$250,000 in the Transportation Improvement Fund from Reserve for District 7 to the Lake Worth Community Development Corporation / Hammon Park - District 7.

SUMMARY: Approval of the Reimbursement Agreement and Budget Transfer will provide funds to the CDC to pay for reconstructing the curbs and gutters, landscaping, and sidewalks along the boundaries of Hammon Park.

## District 7 (MRE)

Background and Justification: The District 7 Commissioner wishes to support the CDC's efforts in reconstructing the curbs and gutters, rebuilding sidewalks, landscaping, and drainage along the boundaries of Hammon Park. The District 7 Commissioner believes this will serve the public's best interest.

## Attachments:

- 1. Location Map
- 2. Authorization
- 3. Agreement w/Exhibit A
- 4. Budget Transfer

Recommended by:	M Mulaconnel Division Director	9/2/07
/	Division Director	Date
Approved by:	County Engineer	9/4/09
	County Engineer	Date

# IL FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

**Fiscal Years** 

Fiscal Years Grant Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2009 <u>\$250,000</u> 0- 0- 0- <u>\$250,000</u>	2010 	2011 0- 0- 0- 0- 0- 0- 0- _	2012     	2013 
<b># ADDITIONAL FTE</b>					
POSITIONS (Cumulative)					
Is item included in Current I Budget Acct No.: Fund Progra	Dept L	Y <b>es</b> Init Ob	ject	No <u>X</u> .	
<b>B. Recommended Sources</b> Transportation Improve Reserve For District 7 Lake Worth Community D	ment fund		-		: 7

C. Departmental Fiscal Review: \_\_\_\_\_\_

# III. REVIEW COMMENTS

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

glalin 29.9.09 OFMB B(N) 1×C

B. Approved as to Forp and Legal Suffici

Assistant County Attorney

C. Other Department Review:

**Department Director** 

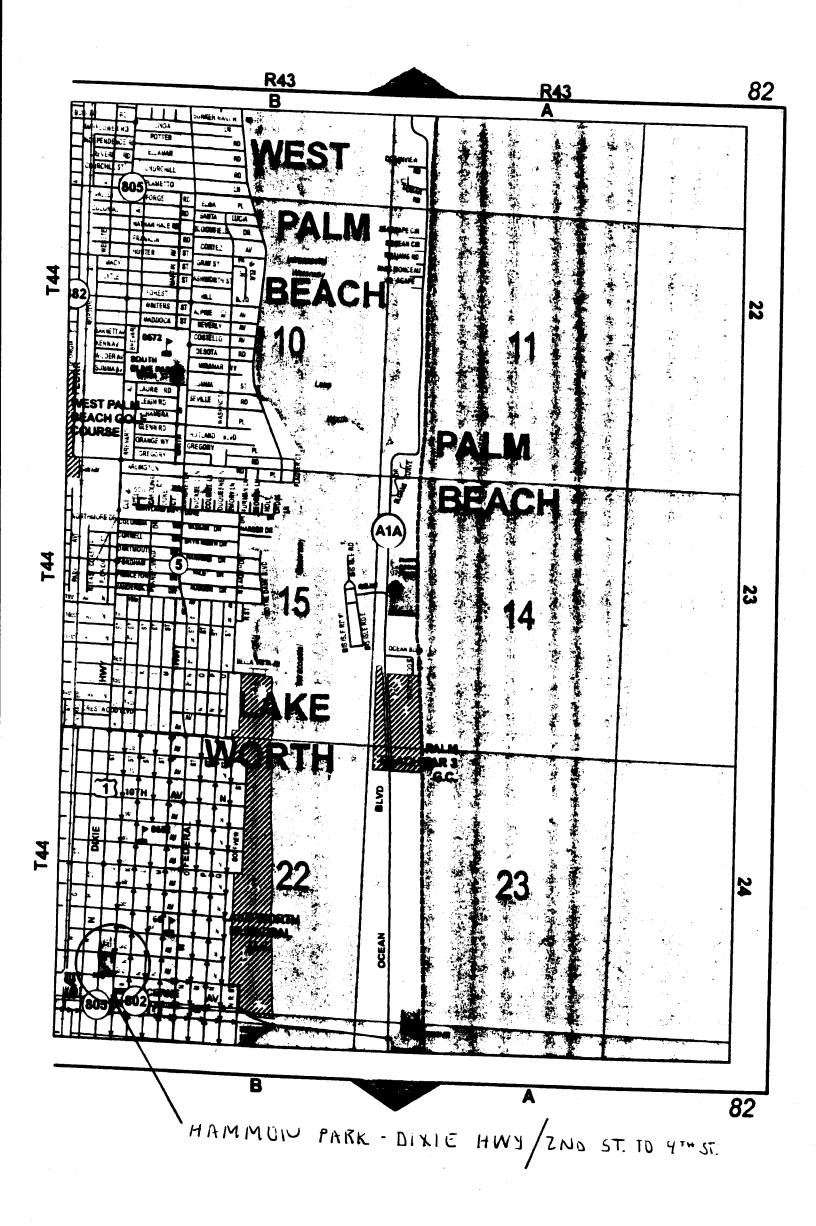
This summary is not to be used as a basis for payment.

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11/09

This Contract complies with our contract review requirements.

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P.O. Box 1989 West Paim Beach, FL 33402-1989 (561) 355-2001 FAX: (561) 355-3990 www.pbcgov.com



Paim Beach County Board of County Commissioners

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

joss R. Santamaria

#### **County** Administrator

Robert Weisman

An Equal Opportunity

an recycled pener

December 17, 2007

Edward, Grimm, President Lake Worth Community Development Corporation 1701 Wingfield Street Lake Worth, FL 33460

Richard Caster, Principal New Urban/RFC Lake Worth, LLC 398 North East 6<sup>th</sup> Avenue Delray Beach, FL 33483

Dear Sirs:

Thank you for bringing to my attention your application for the State Community Workforce Housing Innovation Pilot Program (CWHIP) for the Hammon Park development in downtown Lake Worth. Hammon Park would benefit as a recipient of CWHIP funding for many reasons. It is located on three (3) bus lines and within walking distance of shops, jobs, and recreation. Infrastructure is in place, allowing building to commence soon, and the development will employ green building practices. It addresses a desperate and immediate need in Palm Beach County for attractive, affordably priced housing for our workforce.

It is my pleasure to confirm that I have approved and allocated \$250,000 in District Discretionary funding for project costs at Hammon Park. It is my understanding and intent that these funds be used as a public contribution in connection with the CWHIP application.

Details regarding disbursement of funds will be forthcoming. If you have any questions or need further assistance, please contact Gladys Whigham, my Administrative Assistant at 561 276-1350.

Again, I advocate my support for this project and look forward to working with you on this exciting and important development.

Sincerely,

addie L. Human

Addie L. Greene, Chairperson Palm Beach County Board of County Commissioners

Cc: George Webb, Engineer, Palm Beach County Owen Miley, Special projects Coordinator, Engineering Department

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Page \_1 of \_1\_\_\_

## **BOARD OF COUNTY COMMISSIONERS** PALM BEACH COUNTY BUDGET\_Transfer

BGEX 031609-1219 FUND <u>Transportation Improvement</u> COUNT NUMBER ORIGINAL ACCOUNT NAME CURRENT BUDGET **ADJUSTED** BUDGET EXPENDED/ INCREASE REMAINING DECREASE BUDGET ENCUMBERED BALANCE AS OF 03/16/09 WRTH COMM DEV CORP/HAMMON PK - DIST 7 -368-1313-8201 Contributions-Non-Govtl Agncy 0 0 250,000 0 250,000 0 ERVE FOR DISTRICT 7 250,000 -368-9117-9907 Res-Future Construction 3,752,195 1,663,684 250.000 1,413,684 250,000 250,000 SIGNATURE DATE By Board of County Commissioners At Meeting of 9-15 1.09 eering & Public Works atmr11 hiti 1/9/09

nistration / Budget Approval

B Department – Posted

9/4/09

29.09

Deputy Clerk to the Board of County Commissioners

## REIMBURSEMENT AGREEMENT THE CITY OF LAKE WORTH AND LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION

THIS REIMBURSEMENT AGREEMENT is made and entered into this day of \_\_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida hereinafter referred to as "COUNTY", CITY OF LAKE WORTH a Municipal corporation of the State of Florida hereinafter referred to as "CITY" and THE LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION, a non-profit corporation, Federal I.D. number 65-0239821 hereinafter referred to as "CDC".

#### WITNESSETH:

WHEREAS, the CDC is part of a partnership that has applied for a grant from the Community Workforce Housing Innovation Pilot Program (CWHIP), that will be used to construct a residential, multifamily, condominium and townhouse project located in the CITY within the boundaries of North Dixie Highway and North 'J' Street, North 2<sup>nd</sup> Avenue and North 4<sup>th</sup> Avenue, and hereinafter referred to as HAMMON PARK; and

WHEREAS, the CITY has ownership of North 'J' Street, North 2<sup>nd</sup> Avenue, and North 4<sup>th</sup> Avenue, and the CITY agrees to the construction as it relates to the approved plans for HAMMON PARK; and

WHEREAS, the CDC and its partners will be reconstructing the roadways' curbs and gutters, adding landscaping, irrigation, drainage and sidewalks along the boundaries of HAMMON PARK that includes CITY owned, North 'J' Street, North 2<sup>nd</sup> Avenue and North 3<sup>rd</sup> Avenue hereinafter referred to as IMPROVEMENTS; and

WHEREAS, the COUNTY believes the IMPROVEMENTS serve a public purpose and supports the IMPROVEMENTS by providing reimbursement funding for the documented costs in an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00); and

WHEREAS, the HAMMON PARK Home Owners Association and the CITY shall be responsible for subsequent maintenance of all IMPROVEMENTS.

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

1. The above recitals are true, correct and incorporated herein.

2. The COUNTY agrees to provide to the CDC reimbursement funding for documented costs associated with the IMPROVEMENTS in an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). If the CDC and its

partners fail to secure the CWHIP grant by December 30, 2009, this agreement shall automatically terminate.

3. COUNTY agrees to reimburse the CDC the amount established in paragraph 2 for costs associated with the IMPROVEMENTS, upon the CDC's submission of acceptable documentation needed to substantiate its cost for the IMPROVEMENTS. The COUNTY will use its best efforts to provide said funds to the CDC on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 7, below.

4. The COUNTY obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The CDC agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the IMPROVEMENTS, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental codes and permitting requirements (including, but not limited to the STATE and COUNTY) in the selection and installation of the IMPROVEMENTS. The CDC also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully funded by the amount set forth in Paragraph 2, above and agrees to expend its own funds or the CWHIP funds prior to requesting reimbursement from the COUNTY. The COUNTY will have the final determination of the eligibility for reimbursement of any funds. The final plans for the IMPROVEMENTS must be signed and sealed by a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate.

6. If prior to the commencement of the **IMPROVEMENTS**, the **CDC** determines that the grant is not available or that it is insufficient to complete **IMPROVEMENTS**, the **CDC** shall not construct the **IMPROVEMENTS** and this **AGREEMENT** shall terminate without prejudice, upon proper written notice to **COUNTY** as provided for herein.

7. The CDC will obtain or provide all labor and materials necessary for the design and installation of the IMPROVEMENTS. The COUNTY shall have the final determination of eligibility for reimbursement. The CDC shall furnish to the OFFICE OF THE COUNTY ENGINEER representative a request for payment supported by the following:

A) A statement from a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate that the IMPROVEMENTS have been inspected and were installed substantially in accordance with the permitted plans for the IMPROVEMENTS, and;

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B) A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the CDC. Said information shall list each invoice payable by the CDC and shall include the vendor invoice number, invoice date, and the amount payable by the COUNTY. The CDC shall attach a copy of each vendor invoice paid by the CDC along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the CDC Financial Officer, or authorized representative, shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the CDC as indicated.

8. As it relates to this Agreement, and upon providing reasonable notice, the COUNTY may initiate a financial systems analysis and/or an internal fiscal control evaluation of the CDC by an independent auditing firm employed by the COUNTY or by the County Internal Audit Department at any time the COUNTY deems necessary.

9. The HAMMON PARK Home Owners Association and the CITY agrees to be responsible for the subsequent maintenance of the IMPROVEMENTS following the installation of the IMPROVEMENTS. The CDC shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, COUNTY, or municipal agency if any are required for the IMPROVEMENTS.

10. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 1, 2011 and the **COUNTY** shall have no obligation to the **CDC** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

11. CDC recognizes that it is an independent contractor, and not an agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to the IMPROVEMENTS or any item which is the responsibility of , CDC hereby agrees to indemnify, save and hold harmless COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action

and judgments of any type whatsoever arising out of or relating to the existence of the **IMPROVEMENTS** or the performance by CDC as may relate to this Agreement. CDC agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of county.

12. The CDC shall, at its sole expense, agree to maintain in force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein, CDC shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by CDC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CDC under this Agreement.

**Commercial General Liability.** CDC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CDC shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. CDC shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CDC shall provide this coverage on a primary basis.

Additional Insured. CDC shall endorse the County as an Additional Insured with CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". CDC shall provide the Additional insured endorsements coverage on a primary basis.

Waiver of Subrogation. CDC hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without and endorsement, then CDC shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should CDC enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, CDC shall deliver to the county a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Department of Engineering and Public Works, 2300 North Jog Road, 3E-13, West Palm Beach, Florida 33411, Attention: Special Projects Coordinator.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CDC certifies that its affiliates, suppliers, subcontractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

14. The CDC shall require each contractor engaged by the CDC for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The COUNTY shall be included in the coverage as an additional insured, and;
- c. A payment and performance bond for the total amount of the IMPROVEMENTS in accordance with Florida Statute 255.05.

15. In the event of termination, the CDC shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the CDC; and the COUNTY may withhold any payment to the CDC for the purpose of set-off until such time as the exact amount of damages due the COUNTY is determined.

16. The CDC's termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.

17. The COUNTY and CDC agree that no person shall, on the grounds of race, color, national origin, sexual orientation, gender identity and expressions religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.

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

19. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

#### AS TO THE COUNTY

Engineering and Public Works Department Tanya N. McConnell, P.E. Deputy County Engineer 2300 North Jog Road Ste. 3E-13 West Palm Beach, Florida 33411

## AS TO THE CDC

Lake Worth Community Development Corp. Edward Grimm, President 1701 Wingfield Street Lake Worth, Florida 33460 Phone 561-582-5536

20. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall 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 other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now 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 shall preclude any other or further exercise thereof.

21. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

22. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

23. Each party agrees to abide by all laws, orders, rules and regulations and the CDC will comply with all applicable governmental codes during the IMPROVEMENTS.

24. The COUNTY shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the COUNTY or CITY, of the liability limits established in Section 768.28, Florida Statutes.

25. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

26. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

27. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

28. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

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

30. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION

By: £ Edward Grimm President

ATTEST:

ards By: itness

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Attorney

Date: 28/c 17

CITY OF LAKE WORTH

By: \_ Mayor

Date: <u>9-3-09</u>

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_ Acting City Attorney Date: 2009 By:

City Clerk Date: \_\_\_\_\_\_.2-09



R200951478 SEP 1 5 2009 PALM BEACH COUNTY, FLORIDA, BY ITS

BOARD OF COUNTY COMMISSIONERS By John F. Koons Chairman

ATTEST:

SHARON R. BOCK, CLERK& COMPTROLLER

By:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

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Q/11 Date:

APPROVED AS TO TERMS CONDITIONS

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Date: 9/2/09

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### Exhibit A

## PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

## (PROJECT)

Grantee \_\_\_\_\_

Billing #

**Billing Period** 

**Request Date** 

# PROJECT PAYMENT SUMMARY

ltem	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services			
Contractual Services			
Material, Supplies, Direct Purchases			
Grantee Stock			·
Equipment, Furniture			
TOTAL PROJECT COSTS		<del>Alterna i statu (n. v. in angelanta</del>	

Certification: I hereby certify that the above was incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

Administrator/Date	Financial Officer/Date	
PBC USE ONLY		
<b>County Funding Participation</b>	<b>S</b>	
Total Project Costs	\$	
Total Project Costs to Date	\$	
<b>County Obligation to Date</b>	\$	
County Retainage (%)	(\$)	
<b>County Funds Previously Disbursed</b>	(\$)	
<b>County Funds Due this Billing</b>	\$	
Reviewed and Approved by:		
	PBC Project Administrator/Date	

## PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

(PROJECT)				
Grantee	Billing Date			
Billing #		Billing Period		
Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid this Period	General Description	
	Billing # Contractor Invoice Number	Grantee    Billi      Billing #    Billing      Contractor    City Check or      Invoice Number    City Check or      and Date    Mathematical Action	Grantee       Billing Date         Billing #       Billing Period         Contractor       City Check or       Project         Invoice Number       City Check or       Project         Amount Paid       Amount Paid	

TOTAL

Certification: I hereby certify that the purchase noted above was used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above, and are available for audit upon request.

Administrator/Date

Financial Officer/Date

2011\_0379

Page <u>1</u> of <u>1</u>

**BGEX 110210-306** 

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET<u>Transfer</u>

FUND Transportation Improvement

ORIGINAL CURRENT **ADJUSTED** EXPENDED/ REMAINING ACCOUNT NUMBER ACCOUNT NAME BUDGET BUDGET INCREASE DECREASE BUDGET **ENCUMBERED** BALANCE AS OF 11/02/10 **CULVERT REPAIR & REPLACEMENT** 3500-361-1349-4606 Repair/Maint-Roads, Bridges, Row 0 0 187,500 0 187,500 0 187,500 LAKE WORTH COMMUNITY DEV/HAMMON PK-DIST 7 3500-368-1313-8201 Contributions-Non-Govtl Agncy 250,000 250.000 187,500 0 62,500 **OthrRes-Future Construction** 187,500 187,500 **SIGNATURE** DATE By Board of County Commissioners At Meeting of 4/.5/11 atwillhite 3/10/1 **Engineering & Public Works** 228 **Administration / Budget Approval OFMB Department – Posted Deputy Clerk to the Board of County Commissioners** 

52/20/11

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Page <u>1</u> of <u>1</u>

### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET\_<u>Transfer</u>

**BGEX 110210-306** 

## FUND Transportation Improvement

CURRENT ORIGINAL **ADJUSTED** EXPENDED/ REMAINING ACCOUNT NAME BUDGET ACCOUNT NUMBER BUDGET INCREASE DECREASE BUDGET ENCUMBERED BALANCE AS OF 11/02/10 **CULVERT REPAIR & REPLACEMENT** 3500-361-1349-4606 Repair/Maint-Roads,Bridges,Row 0 0 187,500 0 187,500 187,50 0 LAKE WORTH COMMUNITY DEV/HAMMON PK-DIST 7 3500-368-1313-8201 Contributions-Non-Govtl Agncy 250,000 250,000 187,500 62,500 0 **OthrRes-Future Construction** 187,500 187,500

SIGNATURE

DATE

By Board of County Commissioners At Meeting of 4/15/11

**Engineering & Public Works** 

Administration / Budget Approval

**OFMB Department – Posted** 

atwillhite

JID

Deputy Clerk to the Board of County Commissioners

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