Agenda Item #: 3-C-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: December 19, 2017		{X} Consent { } Workshop	{ } Regular { } Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Roadway Production Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A roadway transfer agreement with the State of Florida Department of Transportation to transfer ownership and maintenance responsibilities for State Road 7/SR 7 Extension from Okeechobee Boulevard to Northlake Boulevard to FDOT, and to transfer ownership and maintenance responsibilities for both State Road 845/Powerline Road from north of the Hillsboro Canal to Glades Road and State Road 850/Northlake Boulevard from US 1/SR 5/Federal Highway to SR 811/Alt A1A to Palm Beach County.

SUMMARY: Approval of this agreement will transfer all ownership and maintenance responsibilities for SR 7 Extension from County to FDOT. County will transfer all rights to the roadway and right-of-way, as specified in this agreement. Approval of this agreement will also transfer ownership and maintenance responsibilities for both Powerline Road and Northlake Boulevard from FDOT to the County. FDOT will transfer all rights to the roadways and rights-of-way, as specified in this agreement. <u>Districts 1, 2, 4, 5, 6</u> (LBH)

Background and Justification: FDOT is planning to perform full construction of the ultimate 4-lanes of SR 7 Extension under FDOT Project Numbers 229664-4-52-01 and 299664-3-52-01. In order to construct the project, FDOT must own all necessary right-of-way within the project limits; therefore, FDOT has requested that County transfer ownership and maintenance of County owned segments of SR 7 Extension to FDOT. This agreement will authorize the transfer of said ownership and maintenance responsibilities of SR 7 Extension from County to FDOT. County will transfer all SR 7 Extension rights to the roadway and right-of-way, as specified under this agreement. SR 7 Extension is comprised of four segments (see Attachment 2).

- Segment 1 begins at Okeechobee Boulevard and extends approximately 2500' northward to the first curve. County constructed and maintains the ultimate roadway in this segment of SR 7 Extension. FDOT already owns this segment, therefore maintenance responsibility of this segment will be transferred to FDOT under this agreement.
- Segment 2 begins approximately 2,500' north of Okeechobee Boulevard and extends northward to 60th Street North. County owns and maintains the existing 2-lanes of the ultimate 4-lanes of roadway within this segment. Under this agreement, ownership and maintenance responsibilities of this segment will be transferred to FDOT, except as otherwise specified in the agreement.

(Continued on Page 3)

Attachments:

- 1. Location Maps (3)
- 2. SR 7 Extension Map
- 3. Roadway Transfer Agreement (2 Originals)

Recommended b	with Savi > Jun	12/8/17
	WF Department Director	Date
Approved By: _	Assistant County Administrator	12/18 /19- Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>\$0-</u>				<u>0-</u>
Operating Costs					<u> </u>
External Revenues			0_		<u>-0-</u>
Program Income (County)			0		
In-Kind Match (County)					<u>-0-</u>
NET FISCAL IMPACT	<u>\$ **</u>	0			
# ADDITIONAL FTE					
POSITIONS (Cumulative)			<u></u>		

Is Item Included in Current Budget?Yes ⊀ NoDoes this item include the use of federal funds?Yes No X

Budget Acct No.: Fund___ Dept.___ Unit__ Object Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has a negligible fiscal impact due to decreased maintenance costs that are indeterminable at this time.

ceptovalainen C. Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

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

6/1

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney 2011

C. Other Department Review:

Contract Dev. and Control 12/15/17 000

Department Director

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

F:\COMMON\WP\AGENDAPAGE2\AGNPGTWO2018\18.NEGLIGIBLE FISCAL IMPACT.DOC

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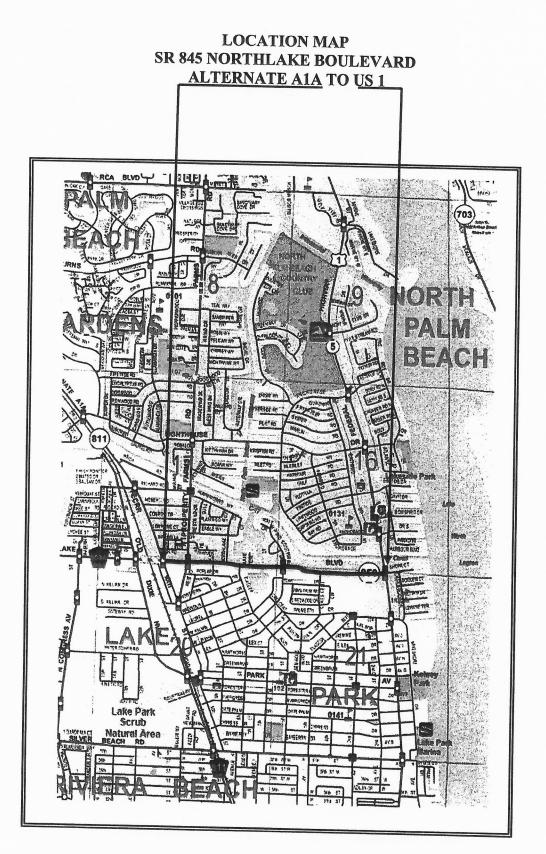
Background and Justification: (Continued from Page 1)

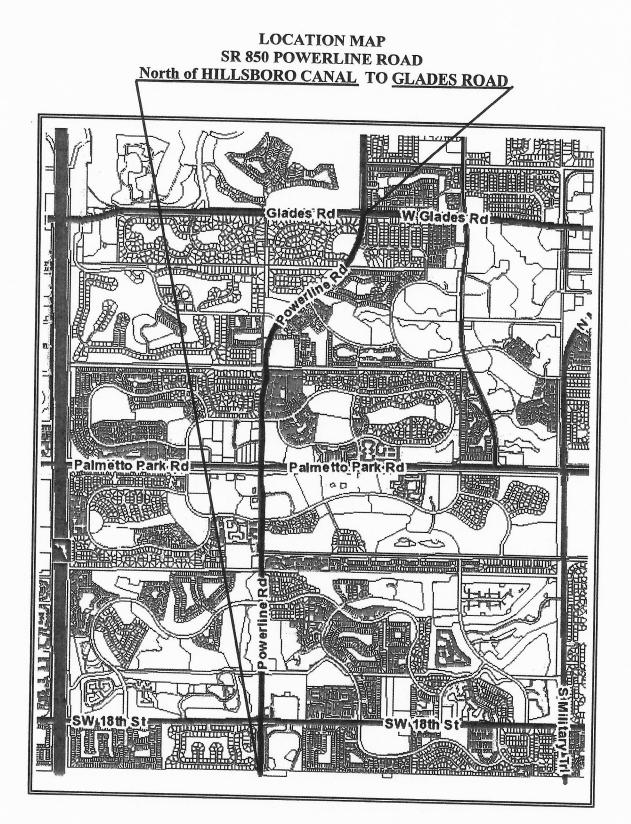
- Segment 3 begins at 60th Street North and extends eastward along the Pond Cypress Natural Area, crosses the M-Canal, and continues northward to Sandhill Way East. This segment is undeveloped, and County's ownership and maintenance will be transferred to FDOT under this agreement.
- Segment 4 begins at Sandhill Way East and extends northward to Northlake Boulevard. County owns and maintains the existing roadway in this segment. Under this agreement, ownership and maintenance responsibilities for this segment will be transferred to FDOT.

To offset the approximately thirty-two new lane miles of roadway ownership and maintenance that FDOT will accept through this agreement, County will accept transfer of ownership and maintenance responsibilities for both Powerline Road and Northlake Boulevard from FDOT. FDOT will transfer all rights and responsibilities for these roadways, as specified in this agreement. The road transfers will result in an overall reduction in County ownership of approximately six lane miles of roadway. Per the terms of this agreement, should FDOT fail to complete the construction of the Project, the ownerships and maintenance responsibilities of all involved roads and rights-of-way will revert to their original agencies.

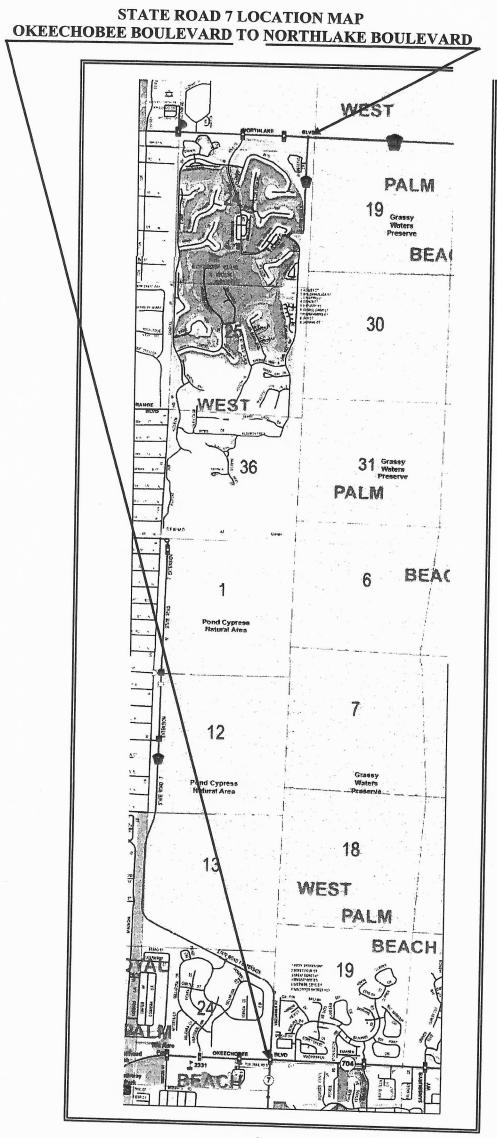
Page 3

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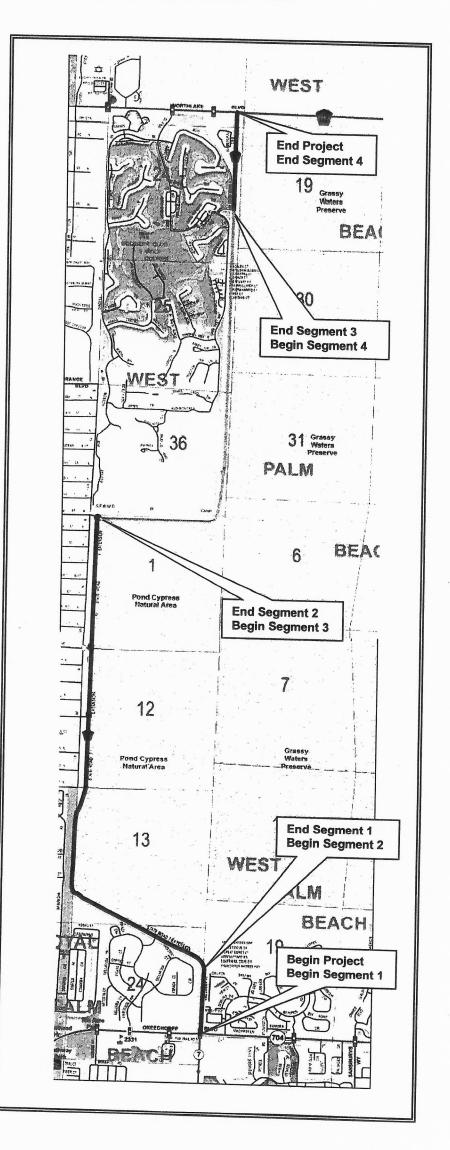
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ATTACHMENT 2

STATE ROAD 7 EXTENSION MAP





FLORIDA DEPARTMENT OF TRANSPORTATION AND PALM BEACH COUNTY ROADWAY TRANSFER AGREEMENT

Florida Department of Transportation to Palm Beach County

- SR 845/Powerline Road from north of the Hillsboro Canal to SR 808/Glades Road Roadway Id 93026000 from begin mile point 0.000 to end mile point 3.000
- SR 850/Northlake Boulevard from US 1/SR 5/Federal Highway to SR 811/Alt A1A Roadway Id 93090000 from begin mile point 0.000 to end mile point 1.245

and

- Palm Beach County to Florida Department of Transportation
- SR 7 Extension from north of SR 704/Okeechobee Boulevard to Northlake Boulevard Roadway Id 93270001 from begin mile point 0.000 to end mile point 8.594

THIS AGREEMENT, made and entered into this ______ day of ______, 2017, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called the COUNTY; individually the PARTY and collectively the PARTIES;

WITNESSETH

WHEREAS, the referenced roadways lie within the COUNTY and are depicted on the Location Maps attached and incorporated herein as Exhibits "A" through "C"; and

WHEREAS, the DEPARTMENT desires the COUNTY to transfer that portion of roadway and right-of-way identified as the State Road 7 Extension as depicted in Exhibit "A" (COUNTY Road), in order to add said roadway and right-of-way to the State Highway System; and

WHEREAS, COUNTY Road is made up of Segments 1, 2, 3, and 4, as depicted in *Exhibit "A"*, and

WHEREAS, transfer of the COUNTY Road is necessary for the DEPARTMENT to undertake the construction of State Road 7 Extension Project Number 229664-4-52-01(from Okeechobee Boulevard to the M-Canal) which together with Project Number 229664-3-52-01 (from M-Canal to Northlake Boulevard), is hereinafter called PROJECT; and

WHEREAS, the transfer of COUNTY Road will occur prior to the construction advertisement for the State Road 7 Extension Project Number 229664-4-52-01; and

WHEREAS, the DEPARTMENT desires to transfer those portions of SR 845/Powerline Road and SR 850/Northlake Boulevard as depicted in Exhibits "B" and "C" (DEPARTMENT Roads) to the COUNTY; and

WHEREAS, the COUNTY Road transfer and DEPARTMENT Roads transfer (collectively TRANSFERS) are mutually agreed upon between the PARTIES; and

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WHEREAS, Section 335.0415, Florida Statutes, authorizes the PARTIES to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is subject to certain conditions agreed to by the PARTIES; and

WHEREAS, the COUNTY's Board of County Commissioners approves this AGREEMENT as shown by the certified copy of the meeting minutes to be included after the AGREEMENT is signed; and

WHEREAS, the PARTIES agree the TRANSFERS are in the best interest of the public.

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

This AGREEMENT sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide.

1. COUNTY Road

The COUNTY shall transfer the COUNTY Road to the DEPARTMENT under the conditions specified below:

- a) The COUNTY hereby transfers all rights to the COUNTY Road, except as may be specified in this AGREEMENT.
- b) The DEPARTMENT accepts all responsibility for the COUNTY Road, including its operation and maintenance, roundabout, bridges and all associated improvements within the existing right of way, with the exception of streetlights and traffic signals, which will remain the responsibility of the COUNTY.
- c) The DEPARTMENT agrees to perform all activities necessary to keep the COUNTY Road, and that portion of SR 7 from Okeechobee Blvd. to approximately 0.5 mile north of Okeechobee Blvd, fully and properly functioning at all times. Examples of maintenance activities may include, but are not limited to, picking up litter; graffiti removal; repair/replacement of signs, guardrails and fences; maintenance of pavement and sidewalk surfaces; maintenance, upkeep and repair of landscape within the roundabout areas; mowing, cleaning and desilting of ditches, retention ponds, drainage structures and other underground drainage systems, etc.
- d) The COUNTY shall maintain all the lighting now or hereafter located on the COUNTY Road within the COUNTY's jurisdiction. The DEPARTMENT shall notify the COUNTY in writing and invite the COUNTY to attend the final inspection of the PROJECT. The COUNTY shall perform all activities necessary to keep the lights functioning and operational in accordance with the existing lighting maintenance and compensation

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agreement with the DEPARTMENT upon final acceptance of the PROJECT by the DEPARTMENT.

- e) The COUNTY shall maintain all of the traffic signals now or hereafter located on the COUNTY Road. The COUNTY shall perform all activities necessary to keep the traffic signals functioning and operational in accordance with the existing traffic signal agreement with the DEPARTMENT.
- f) The COUNTY hereby assigns and the DEPARTMENT hereby assumes the contracts identified, attached and incorporated herein as Exhibit "D". All obligations of the COUNTY under existing utility and other such agreements, including permits and easements, relating to the roadway, shall be transferred at the same time and in the same manner as jurisdictional responsibilities. Copies of all existing agreements, permits, and easements shall be turned over to the DEPARTMENT for its records.
- g) Pursuant to Section 337.29, Florida Statutes (F.S.), the COUNTY shall issue to the DEPARTMENT deeds or existing right of way maps for the COUNTY Road which will be duly recorded by the COUNTY into the public land records of Palm Beach County.

2. DEPARTMENT Roads

The DEPARTMENT shall transfer DEPARTMENT Roads to the COUNTY under the conditions specified below:

- a) The DEPARTMENT hereby transfers all rights to the DEPARTMENT Roads except as may be specified in this AGREEMENT.
- b) The COUNTY accepts all responsibility for the DEPARTMENT Roads and for operation and maintenance of the DEPARTMENT Roads, including bridges and all associated improvements within the rights-of-way existing at the time of transfer, with the exception of the bridge over the Hillsboro Canal.
- c) The COUNTY agrees to perform all activities necessary to keep the roadways fully and properly functioning at all times. The COUNTY will maintain the roadways following established COUNTY standards. Examples of maintenance activities may include, but are not limited to, picking up litter; graffiti removal; repair/replacement of signs, guardrails and fences; maintenance of pavement and sidewalk surfaces; mowing, cleaning and desilting of ditches, retention ponds, drainage structures and other underground drainage systems, etc.
- d) The DEPARTMENT hereby assigns and the COUNTY hereby assumes the contracts identified, attached and incorporated herein as Exhibit "E". All obligations of the DEPARTMENT, under existing landscape, maintenance, lighting, utility, or other such agreements, including permits and easements, relating to the DEPARTMENT Roads, shall be transferred to the COUNTY at the same time and in the same manner as jurisdictional responsibilities. Copies of all existing agreements, permits, and easements shall be turned over to the COUNTY for its records.

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- e) The COUNTY shall maintain the inlets and pipes within the DEPARTMENT Roads. The DEPARTMENT, however, retains the right and shall continue to use the following inlets and pipes for flowage:
 - One inlet that collects storm runoff from SR 5 at the NW corner of SR 850/Northlake Boulevard and SR 5 as depicted on Exhibit "B", excluding its connecting pipe and manhole; and
 - Two inlets at either side of SR 845/Powerline Road that collect storm runoff from Glades Road, the connecting pipe between these two inlets and the connection to the manhole structure to the north on Glades Road as depicted on Exhibit "C".

If the COUNTY, after 30 day notice, does not maintain these inlets and pipes, the DEPARTMENT will have the right, but not the obligation, to maintain any of these structures.

- f) The COUNTY shall continue the traffic data collection of 24-hour average daily traffic (ADT) count data at the following Traffic Monitoring Sites (TMSs):
 - SR 850/Northlake Blvd: 935255, 935254, 935256
 - SR 845/Powerline Rd: 930016, 930017, 930020

Collection shall occur at the locations as depicted in Exhibits "B" and "C", at least once a year during the peak season (typically between January and mid-April). Traffic count data shall be collected in accordance with the provisions in DEPARTMENT's Procedure Topic Number: 525-030-150, Traffic Monitoring (Exhibit "F"), and submitted via e-mail in format compatible (TXT is preferred, PRN is acceptable) with the most current version of Survey Processing Software (SPS) to the District Traffic Data Coordinator for the preparation of the DEPARTMENT's annual data processing within 30 calendar days after the data are collected. Contact the District Traffic Data Coordinator with any questions or additional information at 954-777-4364.

- g) Federal-aid funds were expended for SR 850/Northlake Boulevard on the following Financial Management numbers:
 - 415314-1, 416525-2, 423015-1, 432883-1

The COUNTY agrees to allow the DEPARTMENT to conduct periodic inspections of SR 850/Northlake Boulevard in accordance with the provisions in DEPARTMENT's Procedure Topic Number: 850-065-001, Inspection of Federal-Aid Projects under Local Jurisdiction (Exhibit "H"). Such inspections will be conducted to ensure compliance with obligations related to the maintenance activities to be undertaken by the COUNTY as set forth in Section 2 of this AGREEMENT. The DEPARTMENT shall provide 30 day notice to the COUNTY Engineering and Public Works Department's Road and Bridge Division, to schedule said inspections.

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- h) Pursuant to Section 337.29, (F.S.), the DEPARTMENT shall issue to the COUNTY deeds or existing right of way maps for the DEPARTMENT Roads which will be recorded by the DEPARTMENT into the public land records of Palm Beach County.
 i) Certain limitations apply to the leasting of the least of
- i) Certain limitations apply to the location of signs within 660 feet of a state road. Therefore, in cases where the DEPARTMENT ROADS are being transferred to the COUNTY intersect or connect with a state road, the COUNTY agrees to comply with Chapter 479, F.S. and Chapter 14.10, FAC.
- j) Historical and archaeological resources were not identified within or adjacent to the DEPARTMENT Roads by the DEPARTMENT. The DEPARTMENT has provided the COUNTY with a letter from the Florida Department of State dated October 29, 2015 (Exhibit "I"), confirming that based on the results of a cultural resources assessment survey no historic properties will be directly affected by the transfer of ownership of the DEPARTMENT Roads. The COUNTY agrees to coordinate with the Florida State Historic Preservation Officer with respect to subsequently discovered historical or archaeological resources and agrees not to adversely affect any such resources if found after the transfer.
- 3. If the DEPARTMENT does not complete construction and final acceptance of the PROJECT within ten (10) years of the effective date of this AGREEMENT, the PARTIES shall return the TRANSFERS, as provided herein, to the original PARTY, and this AGREEMENT shall be terminated. The TRANSFERS returned to the PARTY with original jurisdiction, shall be returned in a condition equal to or better than the condition received. If any work in Segment 1, 2, or 4 of the COUNTY Road has commenced, said Segment(s) must be fully functional with respect to all elements, including but not limited to traffic operations, and constructed to all applicable design standards and permits, before COUNTY shall accept the transfer of the Segment. If any work has commenced in Segment 3 of COUNTY Road, all improvements shall be removed and Segment 3 shall be returned to its natural state, which includes but is not limited to seeding and mulching said Segment, before COUNTY shall accept the transfer of the Segment. If the DEPARTMENT fails to return Segment 3 of COUNTY Road to a condition equal to or better than the condition received, the DEPARTMENT shall retain all rights and responsibilities for Segment 3.
- 4. 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.
- 5. This AGREEMENT embodies the whole agreement of the PARTIES. There are no promises, terms, conditions, or obligations other than those contained herein, and this AGREEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the PARTIES hereto.
- 6. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida.
- 7. Each PARTY is an independent contractor and is not an agent of the other PARTY. Nothing contained in this AGREEMENT shall be construed to create any fiduciary relationship

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between the PARTIES, during or after the performance of this AGREEMENT. Neither PARTY shall have the authority to bind the other PARTY to any obligation whatsoever to any third party without the express specific written consent of the other.

- 8. 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 of equal dignity herewith.
- 9. If any part of this AGREEMENT is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in full force and effect provided that the part of this AGREEMENT invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.
- 10. The PARTIES hereto agree that in the event it becomes necessary for either PARTY to defend or institute legal proceedings as a result of the failure of either PARTY to comply with the terms, covenants, and provisions of this AGREEMENT, each PARTY in such litigation shall bear its own cost and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorney's fees and court costs through all trial and appellate levels.
- 11. This AGREEMENT shall inure to the benefit of and shall bind the PARTIES, their successors and assigns.
- 12. This AGREEMENT may be executed by the PARTIES in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same AGREEMENT.
- 13. This AGREEMENT is entered into solely for the benefit of the DEPARTMENT and COUNTY and the PARTIES' successors and assigns. No other person or entity is intended to be third-party beneficiary of this AGREEMENT.
- 14. The COUNTY and DEPARTMENT agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information, 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. The COUNTY will ensure that all contracts let for the improvements pursuant to the terms of this AGREEMENT will contain a similar non-discrimination and equal opportunity clause.
- 15. This AGREEMENT shall be effective on the date of execution by the DEPARTMENT's Secretary.
- 16. Notices given or required under this Agreement shall be in writing and certified mail RRR (Return Receipt Requested) or other similar mailing methods with tracking to:

Palm Beach County Tanya N. McConnell, P.E. Deputy County Engineer

2300 N. Jog Road West Palm Beach, FL 33411-2745 Telephone: (561) 684-4010

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Yelizaveta B. Herman, Esquire Palm Beach County Attorney's Office 301 N. Olive Avenue, Suite 601 West Palm Beach, FL 33401 Telephone: (561)355-3965

Florida Department of Transportation Mayur Patel, P.E. District Planning & Environmental Administrator 3400 West Commercial Blvd. Fort Lauderdale, FL 33309-3421 Telephone: (954) 777-4459

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the day and year provided below. AGENCY DEPARTMENT

PALM BEACH COUNTY, through its BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

> Gerry O'Reilly, PE District Four Secretary

BY: ____ Melissa McKinlay, Mayor

____day of ______, 20_____,

Approved as to form

Ву:____

Approved as to terms and conditions

By: _____

ATTEST:

BY: _____

Mike Dew Department Secretary

Date: _____

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ATTEST:_____

Date: _____

By: _____

Legal Review

Laurice Mayes, Esq. District Four Legal Counsel

FINAL APPROVAL

ATTEST:_____

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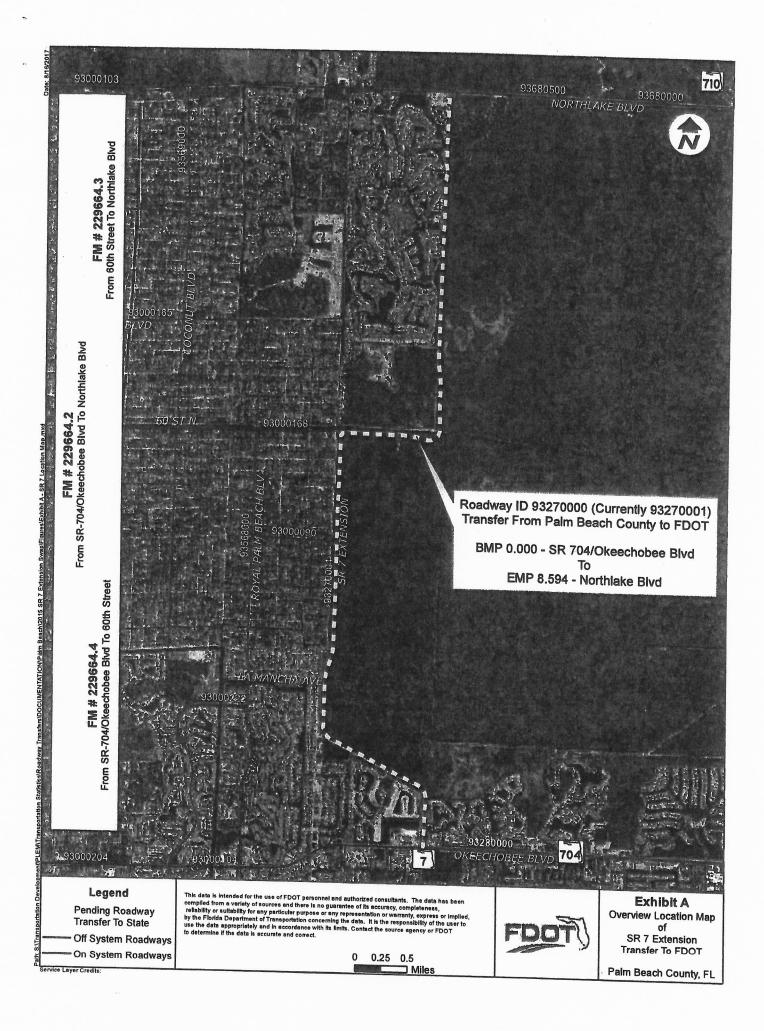
Legal Review

Central Office Legal Counsel

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Exhibit A



STATE ROAD 7 EXTENSION SEGMENTS

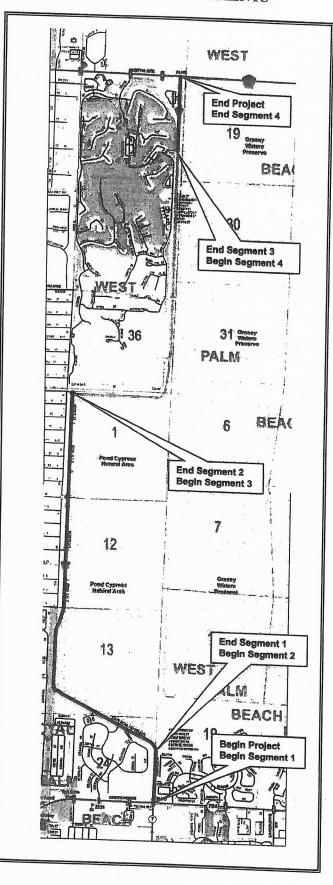


Exhibit B

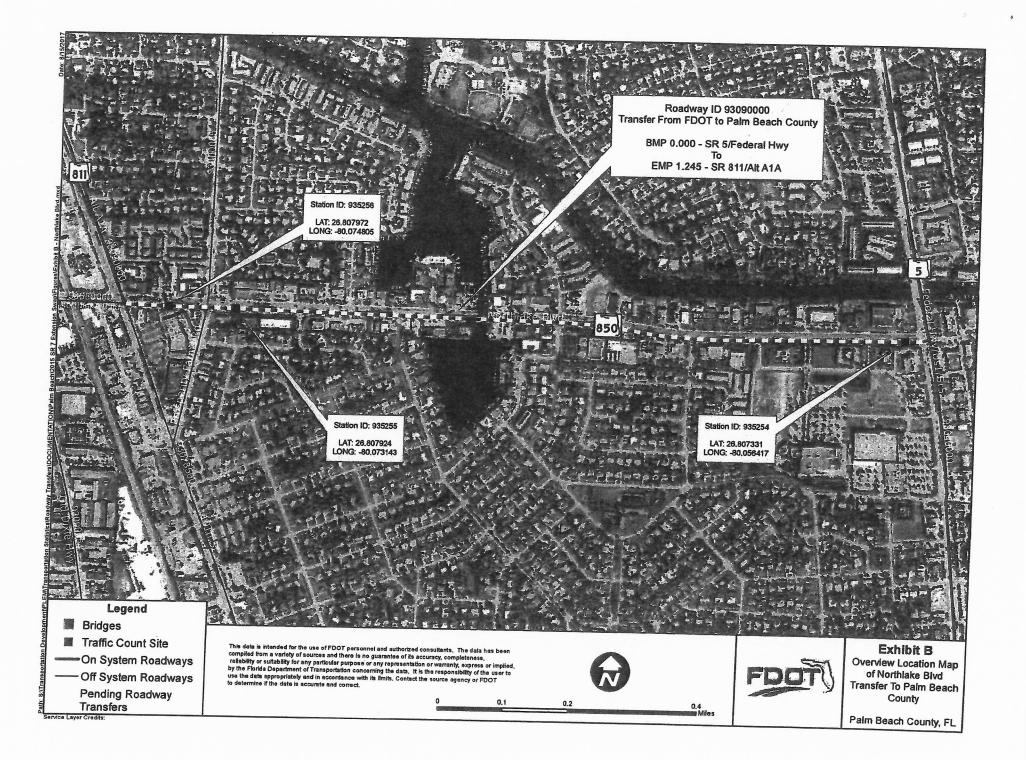


Exhibit C

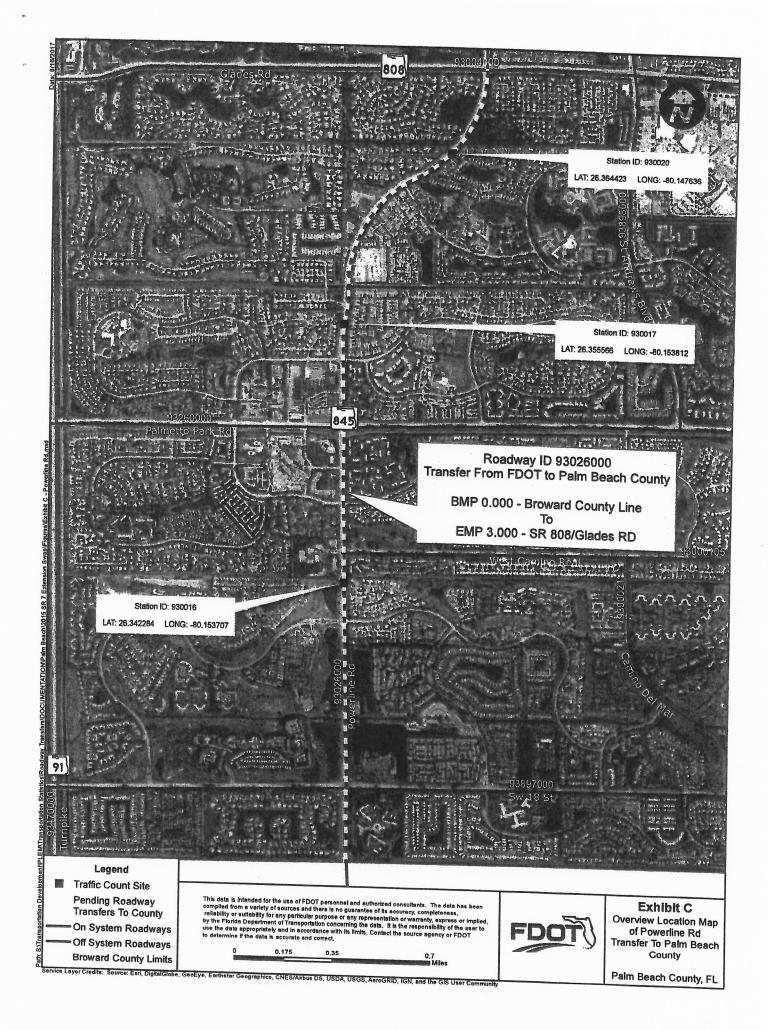


EXHIBIT "D" SR 7 EXTENSION PERMITS AND AGREEMENTS

Permit or Resolution Number	Туре	Party	
UT30540-0312	Utility Permit	EDI	
LA22551-1009	Landscape Permit	FPL Village of Percel P. L. P. (
CP30159	Construction	Village of Royal Palm Beach	
RW33240-0315	Right-of-Way Construction	Indian Trail Improvement District	
UT31962-1113	Utility Permit	Indian Trail Improvement District	
RW33248-0515	Right-of-WayPErmit	FPL	
UT33428-0815	Utility Permit	Indian Trail Improvement District	
UT35621-0417	Utility Permit	FPL	
R-2009-0340	Interlocal Agreement	FPL	
R-2006-0165	Interlocal Agreement	Indian Trail Improvement District	
2017-26		Village of Royal Palm Beach	
2017-21	Roadside Vendor	Dough Dough's Donuts Inc.	
20147-05	Roadside Vendor	Pon Di River Jamaican Style BBQ	
	Roadside Vendor	Yazoo Boiled Peanuts LLC	
R-2006-0165	Interlocal Agreement	Village of Royal Palm Beach	

Exhibit E

			werline Road and Northlake Boulevard
			Roadway Transfer Exhibit E - Permits
		an an a cartair an shartan martairan Antarés di Mérékanan.	LAURICE FEITING
		SR 845 / Po	werline Road Section 93026 MP 0.000 to 3.000
Permit No.		Permít Type	Design News
2017-D-496-0010	Approved	and the second	Project Name Grove Centre MUPD (Boca Grove)
2016-C-496-0025	Approved	Construction Agreement	Boca Del Mar Drive
2015-H-496-0062	Approved	Utility	FPL
2015-H-496-0074	Approved	Utility	AT&T
2014-K-496-0101	Approved	General Use	Boca Pointe Drive
2014-H-496-0280	Approved	Utility	Boca Pointe Community Association
2013-L-496-0014	Approved	Landscape	Via Verde Master Association
2013-H-496-0083	Approved	Utility	AT&T
2013-H-496-0129	Approved	Utility	FPL
2013-H-496-0242	Approved	Utility	FPL
2013-H-496-0372	Approved	Utility	AT&T
2012-D-496-0046	Approved	Drainage	McDonalds
2012-H-496-0082	Approved	Utility	AT&T
2012-H-496-0099	Approved	Utility	AT&T
2012-H-496-0348	Approved	Utility	TW Telecom
2011-L-496-0006	Approved	Landscape	Estancia South HOA
2011-H-496-0092	Approved	Utility	AT&T
2011-H-496-0122	Approved	Utility	Estancia South HOA
2011-H-496-0167	Approved	Utility	FPL
2011-H-496-0228	Approved	Utility	Fiberlight LLC
2011-H-496-0248	Approved	Utility	FPL
2011-H-496-0259	Approved	Utility	FPL
2011-H-496-0298	Approved	Utility	FPL
2011-H-496-0307	Approved	Utility	FPL
2010-H-496-0112	Approved	Utility	Comcast
2010-H-496-0130	Approved	Utility	FPL
2010-H-496-0206	Approved	Utility	Florida Public Utilities Co

			Powerline Road and Northlake Boulevard
			Roadway Transfer Exhibit E - Permits AT&T
2010-H-496-0231	Approved	l Utility	
2010-H-496-0238	Approved		AT&T FPL
2009-H-496-0160	Approved		FPL FPL
2009-H-496-0175	Approved		FPL FPL
2009-H-496-0176	Approved		FPL
2009-H-496-0181	Approved		FPL
2009-H-496-0226	Approved		Florida Public Utilities Co
2009-H-496-0236	Approved		Florida Public Utilities Co
2009-Н-496-0347	Approved	Utility	AT&T
2009-H-496-0394	Approved	Utility	FPL Fibernet
2008-H-496-0142	Approved	Utility	FPL
2008-H-496-0312	Approved	Utility	AT&T
2008-H-496-0327	Approved	Utility	Fiberlight LLC
2008-H-496-0378	Approved	Utility	Florida Public Utilities Co
2007-H-496-0027	Approved	Utility	Comcast
2007-H-496-0302	Approved	Utility	Florida Public Utilities Co
2007-H-496-0355	Approved	Utility	Fiberlight LLC
007-H-496-0434	Approved	Utility	Hotwire
006-H-496-0215	Approved	Utility	Florida Public Utilities Co
006-H-496-0289	Approved	Utility	FPL
006-H-496-0317	Approved	Utility	Florida Public Utilities Co
005-H-496-0051	Approved	Utility	FPL
005-H-496-0105	Approved	Utility	Florida Public Utilities Co
004-D-496-0037	Approved	Drainage	Cedars Oil Boca LLC
000-K-496-0108		Landscape	Via Verde Master Association
99-A-496-0042	Approved	Drainage	Mediterrania
97-A-496-0069	Approved		Lake Shore Plaza
95-H-496-0105	Approved	Utility	City of Boca Raton

		Poi	verline Road and Northlake Boulevard
			Roadway Transfer Exhibit E - Permits
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		SR 850 / North	lake Boulevard Section 93090 MP 0.000 to 1.245
Permit No.	Status	Permit Type	Project Name
2016-K-496-0129	Approved	General Use	Medical Homecare Supply
2015-D-496-0025	Approved	Drainage	Northlake Self Storage
2015-K-496-0067	Approved	General Use	
2014-K-496-0122	Approved	General Use	Village of North Palm Beach
2013-H-496-0203	Approved	Utility	Florida Public Utilities Co
2007-D-496-0039	Approved	Drainage	Flagler Bank
2007-A-496-0059	Approved	Driveway	Flagler Bank
2007-H-496-0381	Approved	Utility	FPL
2006-H-496-0099	Approved	Utility	Seacoast Utility Authority
2006-H-496-0106	Approved	Utility	Seacoast Utility Authority
2005-H-496-0040	Approved	Utility	Seacoast Utility Authority
2005-H-496-0077	Approved	Utility	Seacoast Utility Authority
2005-A-496-0089	Approved	Driveway	545 Norhtlake Office Bldg
2005-H-496-0250	Approved	Utility	Village of North Palm Beach
2005-H-496-0272	Approved	Utility	Seacoast Utility Authority
2004-H-496-0035	Approved	Utility	Seacoast Utility Authority
2004-A-496-0111	Approved	Driveway	Schweighardt Inc
2004-H-496-0204	Approved	Utility	Seacoast Utility Authority
2000-H-496-0106	Approved	Utility	Northlake Promenade Shoppes
1996-D-496-0005		Drainage	PP

Exhibit F

Approved:

Department of Transportation

Effective: May 17, 2013 Office: Transportation Statistics Topic No.: 525-030-150-d

TRAFFIC MONITORING

PURPOSE:

The Department conducts traffic surveys to determine the volumes and types of vehicles and the weight of the trucks using the highway network of Florida. Traffic surveys provide information essential to the general administration of highway programs. Traffic data is fundamental to determining vehicle-miles of travel, project design parameters, highway classification, and the level of service provided by a highway facility. This procedure will guide users in regard to the Department's traffic monitoring practices.

AUTHORITY:

Sections 20.23(4)(a); and 334.048(3) and (4); Florida Statutes (F.S.)

SCOPE:

This procedure defines the traffic data that is used in transportation planning, design, and maintenance of Florida's transportation system throughout the Department, as well as by the general public. It assigns the responsibility for data collection, processing, editing, reporting and distribution. This procedure is used by the Central and District Offices, as well as by their consultants and contractors conducting traffic surveys for Department use. Traffic data collected through implementation of this procedure is used by the District and Central Offices of Environmental Management, Project Management, Roadway Design, Traffic Engineering and Operations, Pavement Design, Safety, Planning, and various other entities within and outside of the Department, including the Federal Highway Administration (FHWA).

REFERENCES:

Sections 334.03(24) and (26); 334.063; 334.17; and 334.24, F.S. Part 23, Code of Federal Regulations (CFR), Part 500, Subpart B—Traffic Monitoring System

AASHTO Guidelines for Traffic Data Programs, American Association of State Highway and Transportation Officials (AASHTO)

Highway Capacity Manual (HCM), Transportation Research Board

Highway Performance Monitoring System Field Manual, Federal Highway Administration

Manual on Uniform Traffic Studies (MUTS), Florida Department of Transportation, Traffic Engineering Office, Topic No. 750-020-007

Project Traffic Forecasting Procedure, Florida Department of Transportation, Transportation Statistics Office, Topic No. 525-030-120-h

Project Traffic Forecasting Handbook, Florida Department of Transportation, Transportation Statistics Office

Traffic Monitoring Handbook, Florida Department of Transportation, Transportation Statistics Office

Traffic Monitoring Guide, Federal Highway Administration

REVISIONS:

This procedure will be reviewed and updated on a two-year cycle by personnel from each District Office and the Central Office Transportation Statistics Office (TSO). They will be asked to review the procedure and provide input for revisions.

1. TRAFFIC MONITORING HANDBOOK

A **Traffic Monitoring Handbook** has been developed to guide users of this procedure to the Department's best traffic monitoring practices. It will be maintained by the TSO in consultation with the District Offices. The handbook is available for viewing at: <u>http://www.dot.state.fl.us/planning/statistics/tmh/</u>.

2. CONSTRUCTION OF TRAFFIC MONITORING SITES

The TSO maintains an *Approved Products List, Standard Specifications and Standard Indexes* for the construction of permanent traffic monitoring sites. It is the responsibility of the District Office and the Design Engineer of each project to ensure that the repair or replacement of any affected traffic monitoring site is included in the project plans. The District Offices will monitor the Department's Work Program and ensure that any permanent (telemetered or portable) traffic monitoring sites eliminated or rendered ineffective by road construction are replaced, as a part of the construction project, unless specifically exempted by the TSO.

2.1 **TELEMETERED SITES**

A system of telemetered (continuous) traffic monitoring sites is operated and maintained by the TSO. The extent, type, and distribution of these sites meet the ongoing needs of the Department and FHWA for system statistics. Collected data is used to develop adjustment factors, which are applied to short-term counts in order to calculate Annual Average Daily Traffic (AADT) values. Telemetered data is also used to develop design hour (K) and directional distribution (D) factors. Types of sites include those for volume and classification counts, speeds, and weights. The TSO will consult with District Office staff when developing new telemetered sites in order to select locations that will be the most representative of local traffic conditions, capture seasonal traffic variations, and avoid conflicts with planned construction projects.

All telemetered traffic monitoring sites to be operated and maintained by the TSO must be constructed in conformance with specifications and with written approval.

Each District Office may install, operate, and maintain other telemetered sites that will be the sole and complete responsibility of that District. The edit-accepted hourly counts from the District's telemetered sites will be provided by the District Office at the end of each calendar year to the TSO. The District Office may coordinate with the TSO on the use of traffic data from continuous sites operated by local governments.

2.2 **PORTABLE SITES**

A system of permanent traffic monitoring sites is operated and maintained by the Districts to obtain short-term counts when used with portable collection equipment. The extent, type, and distribution of these sites will meet the ongoing needs of the Department and FHWA to provide segment-specific traffic count information.

Permanent sensors should only be installed at new portable count sites when one or more of the following criteria are met:

- Sites with 3 or more undivided lanes
- Sites with 1 or more turn lanes and 2 or more travel lanes in one direction •
- Sites that experience queuing of traffic ۲
- Limited access roads with 85th percentile speed 10 MPH higher than posted • speed
- Sites with a history of being difficult to count (high-volume, on-street parking, etc.)

The District Office may coordinate with the TSO on the use of traffic data from portable sites operated by local governments.

3. MAINTENANCE OF TRAFFIC MONITORING SITES

3.1 CENTRAL OFFICE

The TSO will maintain the telemetered traffic monitoring sites it owns and operates.

3.2 DISTRICT OFFICES

The District Offices will maintain all traffic monitoring sites they own and operate, whether short-term portable, or telemetered. The TSO's repair contract may be used by the District Offices to repair the District count sites upon mutual agreement of the TSO and District Offices.

4. DATA COLLECTION

4.1 CENTRAL OFFICE

4.1.1 Count, Class, and Speed

The TSO is responsible for the operation and maintenance of an automated system used to gather data from telemetered traffic monitoring sites. This data includes vehicle count, classification counts, speeds, and weights. The TSO must maintain a system capable of polling, editing, processing and storing data gathered from these sites through an automated polling system. Data from the telemetered traffic monitoring sites will be downloaded daily.

4.1.2 Real Time

A limited number of telemetered traffic monitoring sites that are operated by the TSO are located on emergency evacuation routes and can be used to provide real-time traffic data in case of an evacuation. These sites will be the top priority for maintenance. The TSO will maintain an off-site backup polling system for the emergency evacuation sites. During emergency operations, the needed real-time traffic monitoring sites will be

4.1.3 Weigh-In-Motion

A limited number of telemetered traffic monitoring sites that are operated by the TSO are equipped with axle sensors capable of collecting weigh-in-motion data as well as classification counts and speed data. The TSO will download data from these sites daily. Weigh-in-motion sites will be re-calibrated within 1 month of any weight-sensor replacement or as data analysis deems necessary.

4.1.4 Highway Performance Monitoring System (HPMS)

The TSO will provide to the District Offices an updated list of off-system HPMS Samples that require traffic counts, at least 2 months prior to the beginning of the next count year cycle. It is anticipated that the list of off-system HPMS samples will remain fairly stable from year to year, with only a few new samples needed to complete the plan each year.

4.2 DISTRICT OFFICES

4.2.1 State Highway System

Each District Office is responsible for conducting short-term traffic surveys taken with automated equipment. Surveys may be conducted by District staff, personnel from other District Offices, or independent contractors. The District Offices are responsible for selecting traffic count locations and maintaining the station inventory for those selected locations in the Department's mainframe databases.

The types of surveys covered under this topic include volume counts for estimating AADT and vehicle classification counts. A volume count produces a 24-hour total number of vehicles of all types in intervals of 15 minutes and one hour. A vehicle classification count categorizes vehicles by type into the FHWA scheme "F" categories.

Traffic monitoring stations in urban areas will be counted a minimum of 24-hours; while those in rural areas will be counted for a minimum of 48-hours.

At a minimum, one-third of the District's active traffic monitoring sites on the State Highway System shall be counted each year. All state highways shall be counted at least once every three years; construction, or other factors, permitting.

Additionally, a minimum of one-third of the active traffic monitoring sites shall be vehicle classification count sites.

4.2.2 Strategic Intermodal System (SIS)

The Districts shall conduct annual vehicle classification surveys on all SIS connector routes in their Districts.

4.2.3 Highway Performance Monitoring System (HPMS)

HPMS provides data that reflects the extent, condition, performance, use, and operating characteristics of the nation's highways. HPMS data collection is a cooperative effort between state DOTs, local governments and metropolitan planning organizations to collect, assemble, and report the information FHWA requires.

Florida HPMS traffic data samples for off-system roads will be retained in the Roadway Characteristics Inventory (RCI) and the Traffic Characteristics Inventory (TCI). Each District Office shall collect sampling from one-third of their HPMS sites annually. Length, lane-mile, and travel data are used for apportionment of Federal-aid highway funds. HPMS data is also used for policy-sensitive system, corridor, and sub-area planning and programming. As such, all HPMS counts need to be classification counts, collected on a three-year cycle.

For detailed guidance, refer to chapter IV of the *Highway Performance Monitoring* System Field Manual at: <u>http://www.fhwa.dot.gov/policy/ohpi/hpms/index.htm</u>.

4.2.4 Non-HPMS Off-System

Florida also collects traffic data from non-HPMS off-system roads on a six-year cycle, and this data will be retained in RCI and TCI. Each District Office shall collect volume sampling from one-sixth of their off-system sites annually. Classification counts are not required for non-HPMS off-system data collection.

4.2.5 Intelligent Transportation Systems (ITS)

Districts shall make an effort to obtain traffic counts from installed ITS counters, for those roads covered by ITS, instead of using portable counters. These count values may be obtained through the utilization of data mining software, or the use of a data warehousing system, such as the Statewide Transportation Engineering Warehouse for Archived Regional Data (STEWARD), or the Regional Intelligent Traffic Information System (RITIS).

5. DATA PROCESSING

5.1 CENTRAL OFFICE

5.1.1 Daily Processing

The TSO shall download the data collected by the telemetered traffic monitoring sites daily. This data will be summarized and loaded into the traffic database tables daily. The count data will be examined within three weeks of its loading, and will be flagged according to its quality. Vehicle class data will be examined within six weeks of its loading to the database.

5.1.2 Annual Processing

The TSO will produce seasonal and axle adjustment factors from available data. Seasonal adjustment factors are derived from the continuous counts program conducted by the TSO. The axle adjustment factors are derived from select classification surveys. The TSO will produce Seasonal and Axle Adjustment Factor Category Assignment Reports by January 31st for the Districts' review and changes. The TSO will produce AADTs for all sites and send them to the District Offices for their concurrence/approval prior to adoption of the AADTs by March 15th. The collaborative process to meet the March 15th AADT production date is included in Section-8 of the Traffic Monitoring Handbook.

The TSO will provide the software and technical guidance needed to maintain traffic break data. In addition, the TSO will provide quality control reports and on-line tools to help District Office staff eliminate any gaps and/or overlaps in the traffic breaks on all state highways. The TSO, in coordination with the District Offices, will generate estimated AADTs for traffic breaks not surveyed in any given year.

5.1.3 Mainframe Database

The TSO shall work with the District Offices and the Office of Information Systems to maintain the Traffic Characteristics Inventory database, and to make improvements to it as needed.

5.1.4 Survey Processing Software

The TSO will provide the software and technical guidance needed to process individual traffic surveys.

5.2 DISTRICT OFFICES

5.2.1 Portable Counts

To accurately collect traffic data, the Districts will ensure that each survey instrument is tested annually. Prior to starting data collection, the Districts will ensure that the equipment is performing properly and furnish an annual statement of equipment certification to the TSO by January 31st.

Each District Office will develop a traffic collection schedule and provide it to the TSO by January 31st.

Once the count year is open, the District Office will process collected data, check data validity, and upload accepted data into the mainframe within 30 days of the date of data collection, or within 20 days of receipt of data collected by private contractors or others. Data collection must be essentially completed by November 15th. New count sites, recounts, supplemental counts, and counts that were delayed by unforeseen circumstances may be collected after November 15th. All counts must be loaded into the mainframe database by December 31st.

5.2.2 Traffic Section Breaks

A traffic break, by definition, represents a segment of highway with uniform traffic volume and vehicle mix. Only one traffic count site is required per traffic break. The count obtained at this site will be used for estimating the traffic break's AADT. The official record of traffic break beginning and ending mile posts will be verified and updated in the Roadway Characteristics Inventory (RCI) database by District Office features in RCI.

District Office staff are responsible for properly identifying and recording the traffic break locations and the survey site assignments within each traffic break. District Office staff should consider related needs of the District Traffic Operations Office and other customers when choosing traffic break endpoints and count site locations. For detailed guidance, refer to the **Traffic Monitoring Handbook**.

5.2.3 Axle and Seasonal Factor Categories

The assignment of adjustment factor categories for each short-term count site is the responsibility of the Districts. For detailed guidance, refer to the *Traffic Monitoring Handbook*.

6. **REPORTING**

6.1 RCI and TCI

The TSO will be responsible for loading finalized traffic information into the RCI and TCI database for roads both on and off the State Highway System. The District Offices will review the EOYP Seasonal and Axle Adjustment Factor Category Assignment data for errors or omissions and provide corrections by February 15th for end-of-year processing. Final AADT report reviews and corrections will be completed by March 15th, when the data is loaded into RCI and TCI.

6.2 TRAFFIC INFORMATION DISTRIBUTION

The TSO will be responsible for the annual production of the *Florida Transportation Information* (FTI) DVD, and maintaining a current FTI DVD user's mailing list. The TSO will distribute an adequate number of FTI disks to the Districts for in-house use and for regional distribution.

6.3 INTRANET

The TSO will be responsible for maintaining a traffic information web site.

6.4 INTERNET

The TSO will be responsible for maintaining a traffic information web site. Traffic data from the most recent annual DVD will be available on-line at http://www2.dot.state.fl.us/FloridaTrafficOnline/viewer.html web site.

7. TRAINING

The TSO provides the *Traffic Monitoring Handbook* to the Districts as a foundational instruction manual for Florida's traffic monitoring program. Detailed training for traffic data collection and end of year processing are available on request.

8. FORMS

None required.

Exhibit H

Approved:

SCKopolocioas Stephanie C. Kopelousos Secretary Effective: January 9, 2008 Office: Maintenance Topic No.: 850-065-001-j

INSPECTION OF FEDERAL-AID PROJECTS UNDER LOCAL JURISDICTION

PURPOSE:

To establish a formal process for annual maintenance inspection of any Federal-Aid Projects not on the State Highway System and under local jurisdiction to assure compliance to basic maintenance requirements.

AUTHORITY:

Title 23, U.S. Code, Section 116; Sections 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.)

SCOPE:

The principal users of this procedure will be Maintenance Engineers/Administrators who will plan, organize, direct, and control maintenance inspection.

REFERENCES:

The following documents may be used to perform inspection:

Maintenance Rating Program, Procedure No. 850-065-002 Design Standards, Procedure No. 625-010-003 Standard Specifications for Road and Bridge Construction Maintenance Rating Program Handbook

Copies of these documents may be obtained from Maps and Publications Sales Office, 605 Suwannee Street, Mail Station 12, Tallahassee, Florida 32399-0450, telephone (850) 414-4050. Both procedures may also be found at:

Infonet - <u>http://infonet/tlofp</u> Internet - <u>www.dot.state.fl.us/proceduraldocuments</u>

GENERAL:

When Federal-Aid funding is involved in a project, the Department must enter into a project maintenance agreement with the Federal Highway Administration (FHWA). When the system on which the project is constructed is under the jurisdiction of a local government, then the local government must enter into a project maintenance agreement with the Department. The District Secretary is responsible for insuring that project maintenance agreements are carried out.

1. PROCEDURE

- 1.1 Projects shall be selected on a random basis from records provided by the District Planning or District Production offices to the District Maintenance Engineer/Administrator. A copy of all maintenance agreements for all Federal-Aid Projects not on the State Highway System and under local jurisdiction will be included. Only routes with expenditures of Federal-Aid Funds completed within the last ten years should be selected.
- **1.2** A minimum of one project in each county shall be inspected during the Department fiscal year for counties having Federal-Aid Projects under local jurisdiction.
- **1.3** The inspection shall include, but not limited to, the maintenance of pavement surface, bridges, slope pavement, sidewalks, drainage structures, shoulders, front slopes and ditches, signs, pavement markings, guardrail, attenuators, utilities and right of way encroachments.
- **1.3.1** Emphasis should be placed on one of the areas of maintenance, and rotated each year. Any major areas of deficiency shall be identified and reported. The Maintenance Rating Program may be used as a guideline for inspections.
- **1.4** Inspection shall be conducted by Department personnel, together with appropriate county or municipality personnel at a mutually convenient time. However, in the event county or municipality personnel are not available, the inspections should proceed with Department personnel only.
- 1.5 The District maintenance personnel shall analyze the findings and notify the appropriate local jurisdiction of any deficiencies, with copies to the Director, Office of Maintenance, the current FHWA Local District Transportation Engineer and the Division Administrator of the FHWA.

2. TRAINING

No training is required by this procedure.

3. FORMS

No forms are required by this procedure.

Exhibit I



RICK SCOTT GOVERNOR Florida Department of Transportation 3400 West Commercial Blvd. Fort Lauderdale, FL 33309

JIM BOXOLD SECRETARY

October 16, 2015

Mr. Robert Bendus, Director and State Historic Preservation Officer Office of Cultural and Historical Programs Division of Historical Resources 500 South Bronough Street Tallahassee, Florida 32301

Subject: Request for Review Cultural Resource Reconnaissance Survey State Road 7 Extension Transfers in Palm Beach County: SR 850/Northlake Boulevard and SR 845/Powerline Road

Palm Beach County, Florida

Attention: Ginny Jones

Dear Ms. Jones;

Enclosed please find one unbound copy of the final report and the supporting documentation from the cultural resource reconnaissance survey of the proposed roadway transfers including sections of SR 850/ Northlake Boulevard and SR 845/ Powerline Road in Palm Beach County, Florida. The FDOT proposes to transfer jurisdiction of portions of SR 850 and SR 845 to Palm Beach County, in return for the jurisdictional transfer of the SR7 Extension from SR 704/Okeechobee Blvd to Northlake Blvd from Palm Beach County to FDOT. The SR 7 Extension was thoroughly reviewed during the *Cultural Resource Assessment Survey (CRAS) of SR 7 Corridor Extension Project Development and Environment (PD&E) Study Palm Beach County, Florida* (Janus Research 2010, Florida Master Site File [FMSF] Manuscript No. 18327). Therefore, the enclosed study provides a cultural resources desktop analysis and reconnaissance survey for the portions of SR 850 and SR 845 to be transferred from FDOT ownership to county jurisdiction.

The desktop analysis determined that both Area of Potential Effects (APE)s have a low probability for containing intact archaeological sites. This assessment is based on the absence of previously recorded sites listed in the FMSF, historic imagery, and properties of the soils within each project corridor. Each of the project corridors have been modified by high levels of disturbance and development throughout the past century.

Cultural Resources Assessment Survey SR 7/Northlake/Powerline Transfers Palm Beach County, Florida

The results of the desktop analysis also indicated that there is a low probability for the historical APEs to contain historical resources. This assessment is based primarily on the lack of previously recorded cultural resources in the FMSF and the absence of parcels with historic dates of construction.

The results of the reconnaissance survey confirmed the findings of the desktop analysis. Both project corridors are highly modified and disturbed by modern development. These disturbances were identified through both pedestrian surveys. During the field reconnaissance, no archaeological sites were identified and no cultural materials were recovered. No newly identified historic resources were recorded. No

The District has determined that no historic properties will be affected by the proposed transfers. I respectfully request your concurrence with this determination.

If there are any questions, please feel free to contact me at (954) 777-4324 or Lynn Kelley at (954) 777-4334.

Sincerely,

in Broadwell

Ann Broadwell Environmental Administrator FDOT - District 4

Enclosures cc. file

Cultural Resources Assessment Survey SR 7/Northlake/Powerline Transfers Palm Beach County, Florida

The Florida State Historic Preservation Officer finds the attached Cultural Resources Reconnaissance Survey Report complete and sufficient and concurs with the recommendations and findings provided in this cover letter for SHPO/DHR Project File Number

SHPO Comments:

Robert F/Bendus State Historic Preservation Officer Florida Division of Historical Resources

10/29/15-Date