

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>-0-</u>	<u>\$1,220,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>(\$ 813,334)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>\$ 406,667</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

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

Budget Account No:

Fund 3500 Dept 361 Unit 1892 Object 6551/6994

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
 Mack Dairy Rd-Indiantown Rd to Old Indiantown Rd

Construction Contract estimate	\$1,220,000.00
Martin County	(\$ 813,333.33)
Fiscal Impact	<u>\$ 406,666.67</u>

Note: Funding for the project is budgeted in the FY 2019 Road Program. A non-board transfer for \$406,667 will be completed on October 1, 2018.

C. Departmental Fiscal Review: Alice Kovalainen

III. REVIEW COMMENTS

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

Lisa Pave
 OFMB
 AK 8/20 um 8/20/18 8/17

Alice J. Kovalainen
 Contract Dev. and Control
 8/23/18 TK 8/23/18

B. Approved as to Form and Legal Sufficiency:

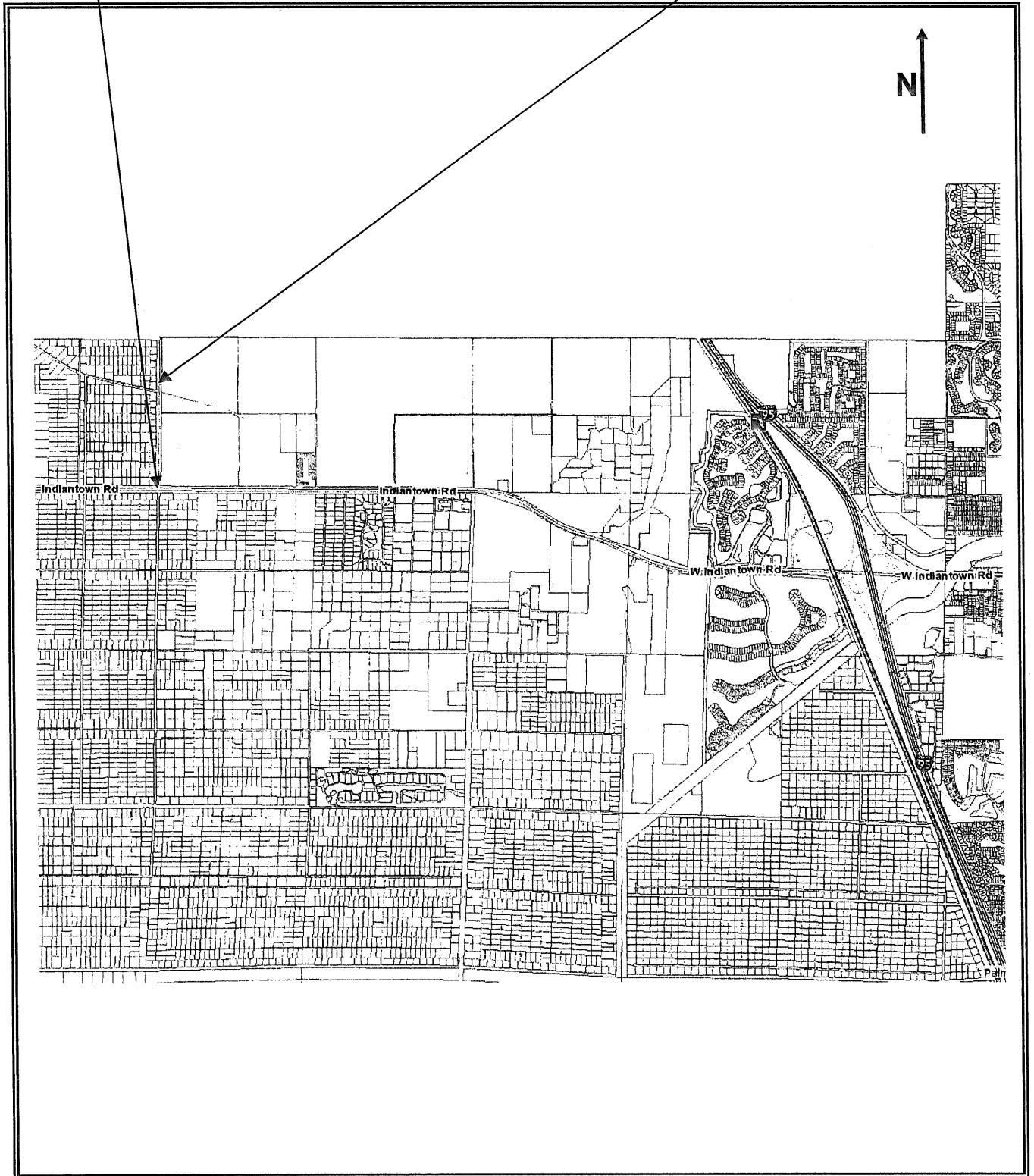
M. B. Kemar 8/27/2018
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

MACK DAIRY ROAD – INDIANTOWN ROAD TO 200' NORTH OF OLD INDIANTOWN ROAD



LOCATION MAP

**INTERLOCAL AGREEMENT RELATING TO THE CONSTRUCTION
OF IMPROVEMENTS TO MACK DAIRY ROAD**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of _____, 2018, by and between Martin County, Florida, a political subdivision of the State of Florida ("Martin County") and Palm Beach County, Florida, a political subdivision of the State of Florida ("Palm Beach County") and together with Martin County the "Parties".

WITNESSETH:

WHEREAS, Part I of Chapter 163, Florida Statutes (the "Act"), permits Palm Beach County and Martin County, as public agencies under the Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which they share in common and which each might exercise separately, permitting Palm Beach County and Martin County to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of government organization that will best serve geographic, economic, population and other factors influencing the needs and development of Palm Beach County and Martin County; and

WHEREAS, Mack Dairy Road, from Indiantown Road to two hundred (200) feet north of Old Indiantown Road, is a two-lane, County owned right of way ("Road"); and

WHEREAS, presently Mack Dairy Road, from Indiantown Road to Old Indiantown Road, is privately maintained, pursuant to the Maintenance, Indemnity and Hold Harmless Agreement (the "Maintenance Agreement") between Ranch Colony, Inc., The Links Property Owners' Association, Inc., and Palm Beach County, recorded in Official Records Book 519, Page 2581 of Martin County, Florida. Upon commencement of construction of the project as more fully described below, the Maintenance Agreement shall become superseded; and

WHEREAS, the Parties desire to construct certain improvements to the Road, including but not limited to widening the Road, as set forth in the construction plans prepared by Martin County, described in the attached **Exhibit A** and incorporated by reference herein ("Project"); and

WHEREAS, Martin County has provided Palm Beach County with the construction plans and is obtaining or has obtained all necessary permits for the Project; and

WHEREAS, this Agreement is intended to memorialize the agreement of the Parties and to provide specific terms between the Parties for the Project; and

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Agreement is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 3. ESTIMATED COST. The Parties estimate the total cost of the Project will be in the amount of One Million Two Hundred and Twenty Thousand Dollars (\$1,220,000) (“Estimated Project Cost”), which includes the following specific estimates:

- a) **Construction Costs:** Nine Hundred Ninety Thousand Dollars (\$990,000), including a ten percent (10%) contingency;
- b) **Construction Engineering & Inspection Costs (CEI):** One Hundred and Fifty Thousand Dollars (\$150,000); and
- c) **Mitigation Costs:** Eighty Thousand Dollars (\$80,000);

The Parties agree that if prior to the Palm Beach County Board of County Commissioners award of the construction contract for the Project, the total estimated cost of the Project is increased for any reason, including but not limited to, changes in labor, materials, or other construction costs, Palm Beach County will advise Martin County of the changes no later than fifteen (15) days from the date Palm Beach County is given notice of the change, unless otherwise agreed to by the Parties in writing. Martin County must approve or reject the increase in the total estimated cost. If Martin County rejects the increase in the total estimated cost and Martin County and Palm Beach County are unable to resolve the issue, either party may elect to terminate this Agreement pursuant to Section 11 below.

SECTION 4. INITIAL FUNDING FOR THE PROJECT. The Parties agree to share the Estimated Project Cost as follows:

- a) Martin County (two-thirds): \$813,333.33, and
- b) Palm Beach County (one-third): \$406,666.67 (collectively “Proportionate Share”)

Martin County shall provide payment of \$813,333.33 to Palm Beach County prior to bidding (“Martin County Payment”).

SECTION 5. BIDDING PROCESS; CONTRACT. The Parties agree that Palm Beach County will bid the Project competitively and award the bid to a responsive and responsible bidder (“Contractor”) pursuant to Palm Beach County’s procurement code and other Palm Beach County codes or ordinances, as applicable. Martin County shall provide post design services to Palm Beach County, as necessary during bidding and construction of the Project. Except as provided herein, Martin County will not have any role in the bidding, evaluation, selection, or decision to award the Project. Martin County will not be a party to

the Project construction contract that will be between Palm Beach County and the Contractor ("Construction Contract"). Palm Beach County agrees that the Construction Contract will include the following:

- a) A provision requiring the Contractor to obtain all bonds required by law for the Project, including but not limited to payment and performance bonds as required by Section 255.05 Florida Statutes and as that statute may be amended from time to time.
- b) A provision requiring the Contractor to hold Martin County, its commissioners, employees and representatives harmless from any claim or lawsuit arising out of:
 - i. Any act or omission of the Contractor's employees; or
 - ii. Any act or omission of any subcontractor's employees.

Palm Beach County agrees to inform Martin County which lowest responsive and responsible bidder is awarded the Project, and provide Martin County a copy of the fully executed Construction Contract.

SECTION 6. PROJECT SUPERVISION. Palm Beach County will oversee in its sole discretion the day-to-day management of the Project through its Department of Engineering and Public Works or as Palm Beach County otherwise directs. Palm Beach County agrees to provide Martin County upon request copies of any project documents, including but not limited to documents showing the critical path, if any, or any changes thereto.

With regard to change orders, Palm Beach County and Martin County agree as follows:

1. **Definition.** "Martin County's County Administrator" means the County Administrator or the County Administrator's designee.
2. **Change orders under \$10,000.00.** Palm Beach County may approve change orders under \$10,000 immediately, and shall provide Martin County's County Administrator with a copy of the change order along with backup documentation (if any) within a reasonable time after the approval but no later than 30 calendar days after the approval unless the Martin County Administrator agrees to an extension of time. The total amount of all change orders under \$10,000.00 is capped at the amount of \$100,000.00 unless otherwise agreed to by Martin County and Palm Beach County in writing.
3. **Change orders equal to or greater than \$10,000.00.** Change orders in an amount equal to or greater than \$10,000.00 shall be submitted to Martin County's County Administrator along with backup documentation for review. If Martin County's County Administrator does not approve or reject the change order in an amount equal to or greater than \$10,000.00 within ten (10) business

days, the change order shall be deemed approved and Martin County shall provide additional funding, if any, pursuant to Section 7 below. Martin County shall not unreasonably delay or deny approval of the change order. If the change order is rejected, representatives of Martin County and Palm Beach County shall promptly meet and confer in good faith effort to resolve the issue.

4. **Change Orders requiring additional time for Substantial Completion.** Palm Beach County may grant in its sole discretion change orders increasing the time for substantial completion of the Project up to a total of one hundred and eighty (180) days without consulting Martin County. Additional change orders that increase the additional time for substantial completion of the Project over one hundred eighty (180) days shall be submitted to Martin County's County Administrator for review. If Martin County's County Administrator does not approve or reject the change order within ten (10) business days, the change order shall be deemed approved. Martin County shall not unreasonably withhold or deny approval of the change order. If the change order is rejected, representatives of Martin County and Palm Beach County shall promptly meet and confer in good faith effort to resolve the issue.
5. **Change Orders requiring additional time for Final Completion.** Palm Beach County may grant in its sole discretion change orders increasing the time for final completion of the Project without consulting Martin County up to a total of ninety (90) days. Additional change orders that increase the additional time for final completion of the Project over ninety (90) days shall be submitted to Martin County's County Administrator for review. If Martin County's County Administrator does not approve or reject the change order within ten (10) business days, the change order shall be deemed approved. Martin County shall not unreasonably withhold or deny approval of the change order. If the change order is rejected, representatives of Martin County and Palm Beach County shall promptly meet and confer in good faith effort to resolve the issue.
6. **Cap on change orders requiring additional time.** The total additional time required by all approved change orders shall not exceed 365 days unless otherwise agreed to by Martin County and Palm Beach County in writing.

SECTION 7. ADDITIONAL FUNDING FOR PROJECT. In the event that the cost under the Construction Contract exceeds the Estimated Project Cost, Palm Beach County shall request in writing, the additional Proportionate Share payment from Martin County ("Request"). The Request shall include supporting backup information, such as copies of any approved change orders. Martin County's approval or denial shall be within a reasonable time of the Request and shall not be unreasonably delayed or denied. Upon its approval of the Request, Martin County shall promptly provide its additional Proportionate Share payment to Palm Beach County. If Martin County and Palm Beach County cannot resolve any dispute over the Request, the parties shall avail themselves of the dispute resolution procedure set forth in Section 28 below.

If Palm Beach County successfully obtains any award of damages from the Contractor, including but not limited to liquidated damages due to Project delays, the Parties agree to divide

the award, pursuant to the Proportionate Share, unless otherwise agreed to by the Parties in writing.

SECTION 8. MAINTENANCE OF THE ROAD UPON FINAL ACCEPTANCE. The Parties agree that after Palm Beach County's final acceptance of the Project, including all punch list items, Palm Beach County will accept full responsibility for maintaining the Road, that is, will bear the sole cost and expense of maintenance in accordance with FDOT standards or as otherwise required by law.

SECTION 9. NONDISCRIMINATION. The Parties warrant and represent that all of their 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, or genetic information.

SECTION 10. TERM. Except as provided in Section 11 below, this Agreement shall remain in effect until Palm Beach County accepts final completion of the Project and assumes maintenance responsibilities for the Road unless otherwise terminated by either Martin County or Palm Beach County.

SECTION 11. TERMINATION. Prior to the Palm Beach County Board of County Commissioners award of the Project and Palm Beach County's execution of the Construction Contract, either Party may terminate this Agreement by giving written notice to the other Party. If Martin County elects to terminate this Agreement, as provided in this Section, Martin County shall compensate Palm Beach County for two-thirds (2/3) of the total amount of Palm Beach County's costs expended in bidding the Project.

SECTION 12. FILING. The Parties shall record a copy of this Agreement with their respective local authority for recording instruments within a reasonable time after this Agreement is fully executed.

SECTION 13. LIMITED LIABILITY. Neither Martin County nor Palm Beach County, or any agent, commissioner, officer, official or employee of Martin County or Palm Beach County shall be liable for any action taken pursuant to this Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by the other party hereto and its agents, officers, officials or employees. The terms of this Section 13 shall survive termination or expiration of this Agreement.

SECTION 14. AMENDMENTS. This Agreement may be amended in writing at any time by the concurrence of Martin County and Palm Beach County and subsequent ratification by each Party's Board of County Commissioners.

SECTION 15. PUBLIC RECORDS. Each party shall allow the public access to all non-exempt documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this Agreement.

SECTION 16. INSPECTOR GENERAL. Notwithstanding any other provision in this Agreement, all documents and any other materials produced hereunder shall be subject to

disclosure, inspection and audit, by Palm Beach County, including its Office of the Inspector General pursuant to Sections 2-421 through 2-440 of the Palm Beach County Code as may be amended, or by Martin County on the same terms as Palm Beach County and its Office of the Inspector General. This authority includes but is not limited to the power to review past, present and proposed contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the entities contracting with Palm Beach County or Martin County, or anyone acting on their behalf, to ensure compliance with contract requirements and detect corruption and fraud. Nothing in this section shall be construed as a waiver by either party of the attorney-client privilege, work product doctrine, or any exemption pursuant to Chapters 119 and 286, Florida Statutes.

SECTION 17. ASSIGNMENT AND THIRD PARTY BENEFICIARY. This Agreement may not be assigned without the consent of the other party's Board of County Commissioners. The Agreement is not intended to, nor shall be construed, to create a third-party beneficiary.

SECTION 18. NON-WAIVER. The failure of either party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 19. NOTICES. All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by electronic mail, courier, or facsimile transmission, or three days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Martin County: Martin County Administrator
2401 S.E. Monterey Road
Stuart, Florida 34996
Phone: (772) 221-2360
Facsimile: (772) 288-5548

Palm Beach County: Tanya N. McConnell, P.E.
Deputy County Engineer
Palm Beach County Engineering and Public Works
2300 N Jog Road
West Palm Beach, FL 33411-5548

With a copy to: County Attorney
Attn: Engineering
301 N Olive Ave, Suite 601
West Palm Beach, FL 33401

SECTION 20. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Copies of this fully executed Agreement, whether photostatic or scanned electronically, shall be as authentic and effective as a fully

executed original.

SECTION 21. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

SECTION 22. ENTIRE AGREEMENT. This Agreement and the exhibit attached hereto constitute the entire agreement between the parties pertaining the subject matter hereof and may not be modified orally or otherwise except by written amendments executed by each party hereto.

SECTION 23. BINDING EFFECT. The obligations and covenants of this Agreement shall bind and benefit the successors and permitted assigns of the parties hereto.

SECTION 24. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 25. EFFECTIVE DATE. This Agreement shall become effective on the date the last party hereto executes this Agreement.

SECTION 26. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The term "herein," "hereby," "thereby," "whereof," and any similar terms, shall refer to this Agreement. This Agreement shall not be construed more strongly against either party regardless that such party, or its counsel, drafted this Agreement.

SECTION 27. JURY TRIAL WAIVER. The Parties waive any trial by jury in connection with any lawsuit arising out of this Agreement.

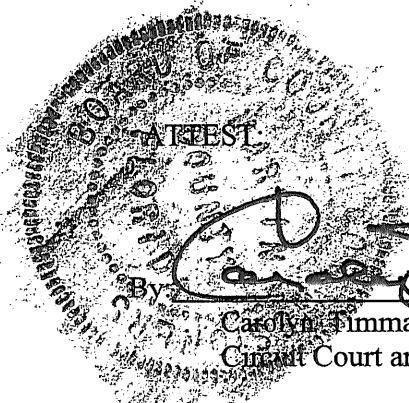
SECTION 28. DISPUTE RESOLUTION. The Parties agree to comply with the provisions of the Florida Governmental Conflict Resolution Act, Ch. 164 Fl. St. as amended from time to time, in resolving disputes.

[This space is left blank intentionally.]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Martin County, Florida, by its Chairman of its Board of County Commissioners, its seal affixed hereto, as attested by its Clerk as of the 3 day of July, 2018.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



By: [Signature]
Edward V. Ciampi, Chairman

By: [Signature]
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
Sarah Woods
County Attorney

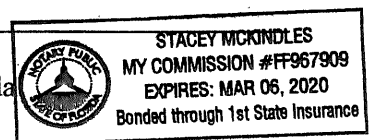
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 3 day of July, 2018, by Edward V. Ciampi, Chairman of the Board of Martin County Commissioners of Martin County, Florida, who is personally known to me or has produced _____ as identification.

[Signature]

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



12 8
att'y

IN WITNESS WHEREOF, this Agreement has been executed the ____ day of _____, 2018.

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
By ITS BOARD OF COUNTY
COMMISSIONERS

Deputy Clerk

Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS:

Assistant County Attorney

for 

Division Director



13⁹ day

EXHIBIT A

MACK DAIRY ROAD IMPROVEMENTS

Those improvements as depicted in the plans for Mack Dairy Road Safety Improvements, Martin County Project Number RFQ2014-2679, prepared by Keegan Larson, P.E., with WGI Inc., generally described as milling, resurfacing and widening of Mack Dairy Road from Indiantown Road to approximately 200 feet north of Old Indiantown Road.

MAINTENANCE, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this 31st day of March, 1981, by and between RANCH COLONY, INC., a Florida Corporation, herein referred to as "RANCH COLONY"; THE LINKS PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit Corporation, herein referred to as the "ASSOCIATION"; and PALM BEACH COUNTY, a political subdivision of the State of Florida, herein referred to as the "COUNTY."

WITNESSETH:

WHEREAS, RANCH COLONY is the owner of the land comprising that Planned Unit Development located in Section 27, Township 40, Range 4 East, Martin County, Florida, known as THE LINKS, access to which is by means of Mack Dairy Road, a portion of which (the "Segment") extends from S.R. 706 north approximately 3,300 feet to the northern right-of-way line Jupiter Grade, known as Old Indiantown Road (the "Termination Point"), all lying within an 80' right-of-way owned by the COUNTY; and

WHEREAS, RANCH COLONY, the ASSOCIATION, and their respective successors in interest, upon execution of the agreement by all parties, shall undertake all obligations with respect to the construction and maintenance of the Segment, and will agree to indemnify and hold the COUNTY harmless from all claims and liabilities, including a duty to defend, arising out of the COUNTY'S ownership of the right-of-way.

NOW, THEREFORE, the parties hereto agree as follows:

1. RANCH COLONY shall construct the "paved roadway segment" as a two-lane roadway within the right-of-way. When completed, the roadway shall be certified by a registered Florida Engineer of Record as being equivalent to the County's standards. The "roadway" shall be considered that area below the asphalt surface only.

2. RANCH COLONY, the ASSOCIATION, and their respective successors in interest to the lands comprising THE LINKS, hereby agree to maintain, repair and resurface, when necessary, Mack Dairy Road within the Segment and to perform all maintenance, within the 80' right of way such as removal of any fallen trees or branches, maintenance of drainage facilities necessary for drainage of this segment of Mack Dairy Road; to provide funds to the County from time to time for posting of legal highway traffic control signs.

RECORDED IN MARTIN COUNTY, FL OR BK 519
PS 2561, MARCH 31, 1981

and regulatory signs, and highway markings such as, but not limited to, "STOP"; "SPEED"; "CAUTION" and similar signs; and further agrees to indemnify the COUNTY and hold the COUNTY harmless from any and all liability, including the duty to defend, for any and all claims for liability arising by reason of the COUNTY'S ownership or placement of traffic control or regulatory signs along said roadway.

3. RANCH COLONY, and the ASSOCIATION shall not object to the COUNTY issuing permits to provide for future intersecting road needs including all necessary requirements to meet good highway engineering practices, such as, but not limited to, clearing of right-of-way to achieve horizontal sight distances, requirements for additional pavement to accommodate vehicle turning movements, posting of legal traffic control signs, and placement of utility lines, etc.

4. It shall be RANCH COLONY and the ASSOCIATION'S obligation to budget, annually, sufficient funds necessary to maintain the right-of-way and to reimburse the COUNTY for any and all expenditures associated with such maintenance actions authorized and performed by the COUNTY, including any emergency action such as may be occasioned by hurricane, wind storms, or similar crises.

5. This Agreement shall serve as RANCH COLONY and the ASSOCIATION'S acknowledgment to cause the above improvements to be undertaken without the loss of maintaining two-way traffic during construction. Improvements shall be completed within four months of agreement execution, or said agreement shall be null and void.

6. PALM BEACH COUNTY will provide "courtesy review only" during construction. The review will be limited to verification of quantity and quality of material required to upgrade the roadway as noted in Paragraph No. 1.

7. The Engineer of Record shall submit "As Built" drawings certified in accordance with Paragraph No. 1, on which is represented the actual roadway section built, including but not limited to profile elevations, pavement width, and improvements necessary for proper and adequate drainage.

8. It is the understanding of all parties that the right way will always remain "open to the public" and shall not be misconstrued private facility to solely serve RANCH COLONY and the ASSOCIATION. Further this agreement in no way limits the COUNTY, now or in the future, from upgrading this facility beyond the scope of this agreement.

9. RANCH COLONY and/or the ASSOCIATION, and their respective successors in interest shall, during the term of this Agreement, maintain in effect a liability insurance policy issued by an insurance company licensed to do business in the State of Florida, naming the COUNTY as an insured; and shall, no less frequently than annually, submit to the COUNTY a copy of the endorsement of said policy naming the COUNTY as an insured. Said policy shall provide coverage in an amount of not less than one million (\$1,000,000.00) dollars (property damage and liability) per incident per individual, and shall contain a duty to defend. The dollar amount of such coverage shall be increased biannually, in direct proportion to any increase (but not decrease) in the cost of living, as published by the United States Department of Commerce. Said insurance policy shall in no way limit or relieve RANCH COLONY, the ASSOCIATION, or their successors in interest from any liabilities or duties imposed by this Agreement.

10. The obligations, under this Agreement, of RANCH COLONY, the ASSOCIATION, and their respective successors in interest, shall constitute a covenant running with the land, to wit, THE LINKS, a Planned Unit Development recorded in Official Records Book 487, Pages 1791-1813, Martin County, and shall be in perpetuity.

11. This Agreement shall be recorded in the Public Records of Palm Beach County and Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals to this Agreement this 31st day of March, 1981.

WITNESSES

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

RANCH COLONY, INC.
By: *[Handwritten signature]*

Attest: *[Handwritten signature]*

THE LINKS PROPERTY OWNERS ASSOCIATION, INC.
By: *[Handwritten signature]*

Attest: *[Handwritten signature]*

ATTEST:
JOHN D. BUNKLE, Clerk

By: [Signature]
Deputy Clerk

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

By: [Signature]
Chairman

MAR 3 1 19

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

STATE OF FLORIDA }
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me this 3rd day of March, 1981, by Gilbert P. Edwards and Jean M. Henri, President and Assistant Secretary respectively of RANCH COLONY, INC., a Florida Corporation, on behalf of said Corporation.

[Signature]
Notary Public

STATE OF FLORIDA }
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me this 3rd day of March, 1981, by Gilbert P. Edwards and Jean M. Henri, President and Assistant Secretary respectively of THE LINKS PROPERTY OWN ASSOCIATION, INC., a Florida non-profit Corporation, on behalf of said Corporation.

[Signature]
Notary Public

STATE OF FLORIDA }
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me this 3rd day of March, 1981, by Frank H. Foster for PALM BEACH COUNTY, a political subdivision of the State of Florida, behalf of said political subdivision.

[Signature]
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Aug. 12, 1984
Please Print Day Date Signature and Title

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Transportation Improvement

BGRV 072618-442
BGEX 072618-1681

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/15/18	REMAINING BALANCE
REVENUES								
MACK DAIRY RD. / INDIANTOWN RD-OLD								
INDIANTOWN RD								
	3500-361-1892-6994 Municipal Participation Prot	<u>0</u>	<u>0</u>	<u>813,334</u>	<u>0</u>	<u>813,334</u>		
	TOTAL RECEIPTS & BALANCES	201,658,172	201,658,172	813,334	0	202,471,506		
EXPENDITURES								
MACK DAIRY RD. / INDIANTOWN RD-OLD								
INDIANTOWN RD								
	3500-361-1892-6551 Road & Street Improvements	<u>0</u>	<u>0</u>	<u>813,334</u>	<u>0</u>	<u>813,334</u>		813,334
	TOTAL APPROPRIATIONS & EXPENDITURES	201,658,172	201,658,172	813,334	0	202,471,506		

SIGNATURE
Alice Kovalainen

DATE
8/15/18

By Board of County Commissioners
At Meeting of _____

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners