

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024

Consent Regular
 Ordinance Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Project Cooperation Agreement with Palm Beach Pump Track, Inc. (PBPT), a Florida Not for Profit Corporation, to fund, design, permit, construct, and donate a 10,000 sq. ft. asphalt bicycle pump track and certain associated improvements at Okeeheelee Park.

Summary: During the public workshop meeting on April 25, 2023, the Board of County Commissioners (Board) directed staff to negotiate a Project Cooperation Agreement with PBPT to fund, design, construct, and donate a bicycle pump track as a recreational asset to the County to be installed at Okeeheelee Park. The proposed 10,000 sq. ft. asphalt bicycle pump track design includes two loops for appropriate skill levels. The estimated value of the donated asset is \$350,000. Once constructed to public recreation standards, this asset will be turned over to the County for ownership and operation and will be free for public use when not permitted for a special event. Special events will be limited to 1 per month. During the first two years, the non-for-profit gets first refusal of special event dates.


The County will assume maintenance responsibilities directly arising from the use and operation of the bicycle pump track, including operational and capital maintenance. Daily operational maintenance includes, but is not limited to, increased restroom cleaning due to increase in foot traffic, site monitoring, removal of debris and the mowing/trimming of vegetation. Operating costs will be minimal and are not expected to exceed \$5,000 annually and will be offset by special event fees. The County is also responsible for the resurfacing/painting, which will be required approximately every five years beginning in FY 2029, at an estimated cost of \$20,000. The Department intends to offset these capital costs by collecting fees for permitted special events and by seeking donations.
District 2 (AH)

Background and Policy Issues Palm Beach Pump Track, Inc. is a local non-profit with a goal to bring permanent and free cycling parks to our community and to promote cycling education, sports and skills to athletes of all ages and abilities. The non-profit proposes to engage Velosolutions, an experienced bicycle and skateboard pump track design and build firm. The closest public pump track for bicycles and skateboards is Haulover Park in Miami. This presents both geographic and financial barriers to access for Palm Beach County residents. It is also not 10,000 sq. ft. as required to host many pump track sports tourism events.

Okeeheelee Park is a 1,702 acre regional park located west of West Palm Beach. The portion of the park located north of Forest Hill Blvd. features baseball, softball, and multi-purpose sports fields, water-ski lakes, multi-modal pedestrian trails, Okeeheelee Nature Center and nature trails, stocked fishing lakes, Okeeheelee Golf Course, picnic facilities, playgrounds, fitness trail, tennis and pickleball courts, a dog park, a disc golf course, a boat and bicycle rental concession, Okeeheelee BMX facility (non-profit operated), and Shark Wake Park cable wakeboarding (concessionaire operated).

County policy requires that all Capital Improvement projects at County Facilities are to be implemented by the Facilities Development and Operations Department (FDO); however in certain circumstances, the County may authorize a Non-County Entity to perform Capital Improvements at County Facilities (PPM CW-O-095). Exceptions typically apply to facilities that hold specialized programmatic purposes, such as libraries, museums and art galleries, where as a result of said specialized nature, the County may benefit from the improvements. In accordance with CW-O-095, the Agreement has received technical review and subsequent approval by the Director of FDO.

- Attachments:**
A. Project Cooperation Agreement
B. Bicycle Pump Track Proposal

Recommended by: 
Department Director

1/8/2024
Date

Approved by: 
Assistant County Administrator

1/18/24
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>\$5,000</u>	<u>\$5,000</u>	<u>\$5,000</u>	<u>\$5,000</u>
External Revenues	_____	<u>(\$5,000)</u>	<u>(\$5,000)</u>	<u>(\$5,000)</u>	<u>(\$5,000)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>
Does this item include use State Funds?		Yes	_____	No	<u>X</u>

Budget Account No.: Fund 0001 Department 580 Unit 5110/5206
 Object 4605 / Revenue Source 4729-07 Program _____

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

Operating expenses are estimated to be approximately \$5,000 annually and will be offset by rental fees. Capital expenses are estimated to be \$20,000 every five years beginning in FY 2029. The Department intends to offset capital expenses through donations and rental fees for permitted special events.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Isabel Mante 1/10/2024
 OFMB CB 1/10/24

Sharon Amie 1/17/24
 Contract Development and Control

B. Legal Sufficiency:

Arme Delbant 1-17-24
 Assistant County Attorney

C. Other Department Review:

Isami Ayala-Collazo
 Department Director

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

PROJECT COOPERATION AGREEMENT

THIS PROJECT COOPERATION AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, _____, by and between **PALM BEACH PUMP TRACK, INC.**, a Florida Not for Profit Corporation (hereinafter referred to as "PBPT"), with its principal office located at 4090 Laurelwood Lane, Delray Beach, FL 33445, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "County"), with offices at 301 North Olive Avenue, Suite 1101, West Palm Beach, Florida 33401.

RECITALS:

- A. County is the owner of certain real property, including the improvements located thereon, as more specifically described hereinafter and as shown in the aerial photograph attached hereto as **Exhibit "A"** ("Okeeheelee Park"), located at 7715 Forest Hill Boulevard in unincorporated Palm Beach County, Florida.
- B. PBPT is a 501(c)(3) public charity founded in 2022, whose mission is to promote cycling sports in Palm Beach County. In furtherance of its charitable purposes, PBPT has submitted a proposal to fund, design, permit, and construct a 10,000 sq. ft. asphalt bicycle pump track that includes two loops for appropriate skill levels and certain associated improvements at Okeeheelee Park ("Project"). The Project will be available for use with non-motorized bikes of any type, skateboards, scooters, and roller skate/blades and will be free for public recreation use, when there is not a permitted special event.
- C. The Project serves a public purpose in that it will augment existing recreation opportunities, lower both physical and financial barriers to access, and provide a valuable asset to County residents and visitors.

DEFINITIONS:

- A. **Pump Track:** For purposes of this agreement, "Pump Track" is defined as a circuit of rolling hills, banked turns and features designed to be ridden by people using human-powered wheeled apparatus generating momentum by up and down body movements.
- B. **Force Majeure:** For purposes of this Agreement, "Force Majeure" is defined as unforeseeable circumstances beyond the control of a party and without their fault or negligence that prevent a party from fulfilling the terms of this Agreement.

NOW, THEREFORE, PBPT and the County hereby agree that the foregoing recitals are true and correct and further agree as follows:

(1) **Incorporation by Reference.** The recitals set forth in the preamble to this Agreement are incorporated by reference as though set forth in full herein and made a part hereof.

(2) **Naming of Project.** In consideration of the funds committed by the PBPT and other undertakings by PBPT hereunder, the County has agreed on behalf of itself and its successors and assigns that the Project shall be designated as the "Okeeheelee Park Pump Track."

(3) **Ownership of Improvements.** The parties agree that the County shall remain the fee simple owner of the Property and shall become the owner of all other improvements related, incidental or allied to the Project after the completion of design and construction by PBPT and upon acceptance of the Project by the County, which shall be defined as the receipt and approval

of "as built" drawings (i.e., drawings properly labeled as "as built drawings" annotated to reflect the field changes to the design/permitted drawings), receipt of all warranties in the name of the County, and receipt by the County Administrator or her designee of final releases of all contractor, subcontractor and supplier claims/liens ("Final Acceptance"). At the conclusion of the construction of the Project, PBPT shall tender a bill of sale conveying title of the Project and all other Project improvements to the County, free and clear of liens and encumbrances created by, through or under PBPT related to the Project and improvements, and said Project shall be subsequently maintained by the County in a reasonable manner for the recreation, use and enjoyment by the public and shall be retained by County or any other successor public agency responsible to maintain it.

(4) **Operation of Improvements.** The parties agree that the County shall operate the Project as a public use facility with special events permitted on occasion throughout the year. The County retains the right to operationally balance special event permitting with public utilization of the park by permitting no more than one (1) special event per month leaving the remaining weekends open for general public use. For a period of two (2) years following completion of the Project, PBPT will provide their special event dates at least three (3) months in advance and will have first right of refusal for special event dates at the Project.

(5) **Initial Due Diligence**

(a) **Review and Approval by Facilities Development and Operations (FDO) Department.** The Project is subject to technical review and approval by the Director of FDO. Certain requirements laid out below are subject to ongoing review by FDO. Failure to abide by submittal and notice requirements may result in termination of this Agreement by County.

(b) **Funding.** PBPT will be responsible for design, permitting, and construction including costs of the Project currently valued at approximately Three-Hundred and Fifty Thousand Dollars (\$350,000) ("Total Valuation"). Upon Project completion, title to any and all improvements, alterations or property shall vest in County for operation and public use. County shall assume Project maintenance responsibilities directly arising from the use and operation of the Project, including operational and capital maintenance. Daily operational maintenance includes, but is not limited to increased restroom cleaning due to increase in foot traffic, site monitoring, removal of debris and the mowing/trimming of vegetation in Project area. County is also responsible for the resurfacing/ painting which will be required approximately every five years at an estimated cost of Ten Thousand Dollars (\$10,000). County intends to offset maintenance costs by seeking donations and collecting rental fees for permitted special events.

(c) **Donor Signage.** In addition to standard park signage, a sign at the Project location acknowledging PBPT donors contribution to the construction of the Project is allowable upon the prior written approval of the Director of Parks and Recreation Department, at PBPT's sole expense. The actual style, design and location of such donor signage will be reviewed and approved by the County during the Construction Documents review described in Section 5 below. PBPT shall be responsible for approved signage installation costs. All commemorative donor signage shall comply with all applicable County ordinances, rules and regulations. The County shall retain the right to post additional signage at the site displaying information such as rules and regulations, hours of operation, inherent risks of use, etcetera as required by Section 316.0085, Florida Statutes.

(d) **Definition of Construction Costs.** For purposes of this Agreement, costs relating to the construction of the Project shall be defined to mean and include, without limitation,

any and all site plans, architectural and other drawings and schematics, construction plans, specifications and other documents contemplated hereby;; labor, materials, supplies, equipment, supervisory personnel, and insurance and bonding required herein for the construction of the Project (collectively, the "Construction Costs"). For purposes of this Agreement, Construction Costs relating to the Project shall also include fees and costs for registered and licensed engineers, architects, landscape architects, surveyors, contractors, subcontractors, materialmen, environmental testing, environmental consultants, mapping, and other design professionals. Notwithstanding anything to the contrary contained herein, construction of the Project is undertaken on behalf of the County and the County shall, upon completion and acceptance, be the fee simple owner of the Project and all related Project improvements.

(6) **Construction Plans.** PBPT shall develop the Project substantially in accordance with the Schematic Design and Contemplated Scope of Improvements as further conceptually described in the attached **Exhibit "B"** as the same may be modified by mutual written agreement between the County and PBPT, subject to FDO Director's Approval. Based on the Schematic Design and Contemplated Scope, PBPT shall arrange to provide Construction Plans and documents that additionally comply with the County Code of Ordinances, the Florida Building Code, all local building codes and zoning ordinances, and all other applicable local, state and federal laws, including the applicable standards of the County's Parks and Recreation Department and the Facilities, Development and Operations Department, whose department standards will be provided to the PBPT or its consultants upon request during the design phase of the Project. The County shall review and approve or deny all subsequent design documents pertaining to the Project, which approval shall not be unreasonably withheld, conditioned or delayed. Throughout the design process, PBPT shall use commercially reasonable efforts to ensure that the Project may be built, and shall, if mutually approved by the PBPT and the County, make periodic adjustments to the Contemplated Scope as necessary. PBPT hereby further agrees to provide final detailed construction plans, specifications and related documents pertaining to the Project in a manner consistent with the Schematic Design and Contemplated Scope, as the same may be amended as provided above. The Construction Documents shall include all design, engineering and consultants' plans needed for completion of the Project.

Prior to the execution of a contract or purchase order, the PBPT shall submit a copy of the proposed contract or purchase order which identifies the final scope of work to be purchased, a copy of the vendor's/contractor's insurance certificate naming the County as an additional insured; and a copy of the contractor's payment and performance bond. All documents shall be subject to approval of the FDO Director at his/her sole discretion.

(7) **Project Meetings.** PBPT will notify the County of the date, time and location of all project meetings. PBPT will coordinate training sessions covering the maintenance and operation of the Project, and shall notify the FDO Director of the date, time and location of all said training sessions. The FDO Director reserves the right to assign a project representative to attend project meetings and training sessions in order to ensure compliance with the conditions of approval. PBPT will facilitate participation of the FDO's project representative at the meetings and training sessions.

(8) **Final Construction Documents Review and Options.** PBPT shall forward all final Construction Documents to County for review and approval as to consistency with the Schematic Design and Contemplated Scope. The County's review shall not be deemed a substitute for approval from any agency or other County department which issues permits and whose approval of plans and modifications may be required.

Additionally, PBPT agrees to submit detailed plans and specifications, including estimated project costs, prepared by a design professional licensed in the State of Florida to the FDO Director for the County's written approval prior to commencing work.

The design documents will be forwarded upon completion of the following:

- Design development – County will have fifteen (15) business days after receipt to review and approve.
- 50% Construction Documents – County will have thirty (30) business days after receipt to review and approve.
- 95% Construction Documents - County will have fifteen (15) business days after receipt to review and approve.
- 100% Construction Documents (Bid Set) - County will have fifteen (15) business days after receipt to review and approve.

(9) **Options, Including Termination.** PBPT shall confirm, as evidenced by one or more construction bids from reputable construction general contractors, that the Project as depicted in the 95% Construction Documents can be constructed within the funds available. Such evidence shall be presented to the County within thirty (30) days after the 95% Construction Documents are submitted to the County for review. County shall have full rights to approve, reject, negotiate or otherwise take any action or decision it deems appropriate as to any and all construction bids prior to acceptance by PBPT. In the event that all of the construction bid(s) exceed the funds available, then PBPT may: (i) seek additional bids from additional contractors, (ii) approve nonmaterial or non-substantial changes in the scope of work and/or Construction Documents that will reduce the Construction Cost to the funds available, (iii) seek additional donor funds, or (iv) promptly decline to implement construction of the Project by written notice to the County, without penalty to either party. The parties agree that there shall be no modification in scope that negatively impacts or reduces the standards of quality or aesthetics incorporated into the original Schematic Plan in any material respect unless mutually agreed upon by the parties in writing.

(10) **Construction Schedule; Commencement of Operations**

(a) **Construction Schedule.** PBPT shall submit to the County, a critical path construction schedule from the Construction Contractor within fourteen (14) calendar days of the Notice of Award being issued to the Construction Contractor. The construction schedule submittal shall be subject to review and comment by the County for a period of three (3) business days. Subsequent to such review of said schedule, the accepted schedule will serve as the baseline schedule for the Project. Subsequent schedule submittals to the County are for project tracking purposes only.

(b) **Project Site.** The County agrees to make the Project site area, construction staging area and a reasonable safety zone ("Boundaries") around the Project available for commencement of construction no later than the date upon which permits for the Project are issued, along with reasonable egress and ingress to the Project site as to be set forth in the Construction Documents. Boundaries shall be sufficient to properly undertake the necessary construction activities in a safe manner.

(c) **Project Commencement Notification.** PBPT shall provide County designee five (5) business days notice prior to commencement of Project construction. After Project commencement, PBPT will notify FDO's Facilities Management Regional Manager at least 72 hours in advance of any Project-related activity that will impact building operations or equipment

(11) **Construction Responsibility**

(a) **Project Planning.** PBPT shall be responsible for assuring the construction of the Project is in accordance with the approved Construction Documents. PBPT shall appoint a Project Manager to coordinate all construction activities on its behalf. Any construction contract shall give County the right, but not the obligation, to assume PBPT's obligations and rights, should PBPT default thereunder or under this Agreement or request a voluntary termination of this Agreement.

PBPT shall be responsible for ensuring that all capital improvements are performed in a good workman like manner using good quality materials and supplies, and components and replacement parts that are equal or better quality than the quality of those being repaired or replaced.

PBPT shall ensure that all improvements are constructed to completion in accordance with the approved plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all consultants, contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

(b) **Zoning.** The County represents and warrants that the Property has all appropriate zoning necessary for the Project.

(c) **County Cooperation.** The County further covenants and agrees that it will actively assist and cooperate with PBPT throughout the construction process, including, without limitation, providing assistance on permitting and access to relevant public documents with respect to the Property. For purposes of this Agreement, "providing assistance on permitting" means that the County shall attempt to provide reasonable technical assistance to PBPT with the preparation of permit requests and, as needed, attend meetings with building officials. FDO must sign all permit applications as Owner. PBPT shall be responsible for obtaining all development approvals and permits from the appropriate regulatory agencies prior to commencing any Capital Improvements projects and shall perform all such Capital Improvements projects in compliance with all government laws, regulations, rules, ordinances, and orders. PBPT shall provide County with copies of all development approvals and permits obtained for the Project.

(d) **Property Information.** The County further covenants and agrees that it shall immediately deliver to PBPT all available as-built plans and information regarding the Property (in whatever format is available);

(e) **Substantial Completion.** At substantial completion of the Project, PBPT shall schedule and coordinate a substantial completion walk-through meeting with the County. The County shall provide input to the construction punch-list items and shall coordinate with the PBPT for the Final Acceptance of the Project once all work has been completed, all warranties transferred and all permits have been approved and closed by all agencies having jurisdiction.

(f) **Certificates of Occupancy or Completion.** Within 60 days following PBPT's receipt of a certificate of occupancy or certificate of completion, as appropriate, for the Project PBPT shall have prepared, and deliver to County: one (1) complete set of as-built drawings in a hardcopy format, one (1) complete set of as-built drawings in a PDF format, one (1) complete set of as-built drawings in Auto CADD files in the latest version acceptable to County and all warranty certificates resulting from the Capital Improvements project.

(12) **Insurance and Bonding and Indemnity**

(a) **Insurance and Bonding.** Prior to commencing the construction of the Project, PBPT shall provide the County's Risk Manager with evidence, consisting of certificates of insurance and bonds issued by Florida insurers and/or sureties rated A- or better per A.M. Best's Key Rating Guide, latest edition. The field general contractor must carry and maintain throughout the Project and until final completion and acceptance of the work, all lines of coverage as depicted in **Exhibit C** "Insurance and Bonding Requirements" contained herein, including Payment and Performance Bond to be provided by the field general contractor in substantially the form prescribed for a public construction bond by Section 255.05, Fla. Stat. (2012), guaranteeing performance of this Agreement and payment of all subcontractors, material persons, and suppliers as set forth herein. As County owned property cannot be encumbered or liened under Florida law, the payment and performance bond must be equal to the construction bid amount. All insurance policies shall be on an "occurrence" basis. The County must be named as additional insured (other than workers' compensation) and obligee on the payment and performance bond. The amount of insurance coverage required from the field general contractor shall not be less than the amounts set forth in **Exhibit C** attached hereto. PBPT shall furnish to the County's Risk Manager certificates of insurance and/or insurance policies for the coverage required hereunder and the required payment and performance bond for the County's Risk Manager to review, comment and approve at least ten (10) days prior to commencement of construction of Project funded by PBPT. All such policies shall be endorsed to provide that the County and PBPT shall be given thirty (30) days prior written notice of any cancellation, lapse, or material modification of said insurance coverage and/or bond.

(b) **Liens.** PBPT shall notify all parties performing work or providing materials relating to the Project that the County's property is not subject to liability under the Construction Lien Law of the State of Florida. If so requested by County, PBPT shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's property shall not be subject to liens for improvements made by PBPT. In the event that a construction lien is filed against the County's property in connection with any work performed by or on behalf of PBPT, PBPT shall satisfy such claim, or transfer same to security, within 30 days from the date of filing. In the event that PBPT fails to transfer or satisfy such claim within the 30 day period, County may do so and thereafter charge PBPT all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees, and PBPT shall promptly pay to County all such costs upon demand.

(c) **Indemnification.** PBPT shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of PBPT.

PBPT shall include in its contracts with contractors, subcontractors, consultants and sub consultants the following indemnity clause indemnifying the County:

Contractor shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

(d) **Environmental Site Conditions.** Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that (i) PBPT is not an owner, operator, user or lessee of the Property; (ii) PBPT shall have no responsibility for any and all site conditions, including, without limitation, methane gas, environmental conditions, unforeseen site conditions, subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in any of the as-built plans provided by the County, and unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the Project. Notwithstanding the foregoing, PBPT shall be responsible for any environmental contamination introduced on the Property during the Project by PBPT or its contractors actions and PBPT shall indemnify and hold the County harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney fees, costs and/or expense of whatsoever kind or nature due to environmental contamination or damage arising in any manner directly or indirectly related to contamination first introduced on the Property during the Project by PBPT or its contractors.

(e) **Site Security.** PBPT acknowledges and agrees that it may be necessary to require that field general contractor implement additional site security measures such as temporary fencing and/or after-hours security personnel if construction materials, supplies, and/or equipment will be stored at the construction site. The County will close the vehicular gate to the park roadway adjacent to the Project site during construction and provide PBPT a key for gate access during construction.

(13) **Compliance with Agreement and Laws.** PBPT and its design professionals and field general contractor shall at all times comply with the terms of this Agreement and all applicable County, State and federal laws, ordinances, codes, statutes, rules and regulations and approved development orders, including those applicable to conflict of interest and collusion. PBPT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered. Any contracts between PBPT and its design professionals or general contractor shall incorporate and be consistent with all of the terms and conditions of this Agreement and shall include a provision requiring compliance with all applicable County, state and federal laws, ordinances, codes, statutes, rules and regulations and approved development orders, if any.

(14) **Default**

(a) In the event of a default, which is not cured within the time periods set forth herein, the parties shall have all rights and remedies provided by law or equity.

(b) The County's obligations under this Agreement may be terminated, for cause, at the option of and by the County, if any material default is not cured by PBPT or PBPT does not comply with any material terms, covenants or conditions provided herein within thirty (30) days from the date of a written notice from the County describing in reasonable detail such default or

failure to comply, provided that, if such default or failure to comply reasonably requires a greater period of time to cure, than such 30-day period shall be extended provided that PBPT promptly commences to cure and prosecutes with all due diligence and completes such cure within one hundred and eighty days (180); or when, in the opinion of the Palm Beach County Board of County Commissioners, termination is reasonably necessary to protect the interests of public health, safety or general welfare.

(c) Termination for cause may include, without limitation, any of the following:

(i) PBPT's field general contractor fails to obtain or maintain in place during the Project the insurance or bonding herein required which is not cured within ten (10) days of written notice thereof.

(ii) A mechanics, laborers or similar lien is placed upon the Property or Project or other County-owned property due to actions of PBPT and/or its field general contractor and is not contested, bonded, or discharged by PBPT or its field general contractor within thirty (30) days of its recordation.

(iii) Unless due to a Force Majeure, PBPT and/or its field general contractor fail to comply with any of its material duties under this Agreement, including, without limitation, timely completion of the Project as described herein, within thirty (30) days from the date of a written notice from the County describing in reasonable detail such default or failure to comply, unless County grants an extension and PBPT and/or its field general contractor promptly commences to cure and prosecute with all due diligence and fully completes such cure within one hundred and eighty (180) days.

(iv) PBPT assigns, sells, or encumbers this Agreement or any interest herein without securing the prior approval of the Board of County Commissioners.

(v) PBPT and/or its field general contractor fail to complete the Project in a timely manner as required by this Agreement and substantially in accordance with the Construction Documents, unless due to a Force Majeure event, any unforeseen circumstance or any latent conditions

(vi) PBPT shall have no recourse from a termination made by the County in accordance with this Section except as to retain the funds already disbursed by the PBPT to contractors or professionals for Work performed on the Project, and for any Work or order for the Project that is subject to a binding agreement which cannot be terminated without liability.

(15) **Miscellaneous**

(a) **Counterparts**. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. PBPT shall execute by manual means only, unless the County provides otherwise.

(b) **County Officials and Designation of County Administrator's Designee**. The "County" is a political subdivision of the State of Florida and the County Administrator, as its Chief Administrative Officer, is empowered to make all decisions with regard to this Agreement

on behalf of the County, unless otherwise provided by law or by resolution of the County Commission. The County Administrator may delegate any County action under this Agreement to another County designee. The County Administrator hereby designates the following County employee to perform all acts, reviews and approvals required of the County Administrator under this Agreement:

Jennifer Cirillo
Director – Parks and Recreation Department
Palm Beach County
2700 6th Avenue South
Lake Worth, FL 33461
561-966-6613
JCirillo@pbcgov.org

The County Administrator may change this designation by sending written notice to PBPT.

(c) **Successors and Assigns.** This Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, including to an institutional lender providing construction funding for construction of the Project, without the prior approval of the County. The County is relying on the commitment, skill and reputation of PBPT in engaging professionals to perform this work and may terminate this Agreement in the event there is any assignment, pledge, sale or other disposition by PBPT without having first secured the approval of the County Administrator or her designee, which may be unreasonably withheld or delayed.

(d) **Construction of Agreement.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

(e) **Notices.** Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express), facsimile or email if a business day or, if not, on the next business day or four (4) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

County:

Director Parks and Recreation
Jennifer Cirillo
2700 6th Avenue South
Lake Worth, FL 33461
Email: jcirillo@pbcgov.org
Fax: 561-966-6613

With a copy to:

County Attorney's Office
301 N. Olive Avenue 6th Floor
West Palm Beach, FL 33401

PBC Facilities, Development and Operations
Isamí Ayala-Collazo, Director
2633 Vista Parkway
West Palm Beach, FL 33411

PBPT:

Palm Beach Pump Track, Inc.

4090 Laurelwood Lane

Delray Beach, FL 33445

Attn: Jennifer Kraatz – President, Director

Email: info@palmbeachpumptrack.com

Phone: 352-427-4560

(f) **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

(g) **Exhibits.** All of the Exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.

(h) **Amendments.** This Agreement may not be amended or modified except by written agreement of the parties hereto, employing the same formalities as were used in the execution of this Agreement.

(16) **Entire Agreement.** The County and PBPT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

Prior to bringing a claim in a court of competent jurisdiction in Palm Beach County, Florida, the Parties shall agree to non-binding arbitration administered by the American Arbitration Association in Palm Beach County Florida, and the judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(18) **No Joint Venture.** PBPT is an independent contractor and is not an agent, joint venture, partner or affiliate of the County nor can the County be bound to honor any obligation or duty of PBPT. Notwithstanding the foregoing, the parties have mutually agreed to the terms and conditions of this Agreement as set forth expressly herein.

(19) **No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or PBPT.

(20) **Time is of the Essence.** Time is of the essence in the performance of all duties and responsibilities under this Agreement. Subject to Force Majeure, the County is relying on the PBPT to complete the Project by July 1, 2025. Failure to complete and deliver the Project within such time that the Project is able to be used by the public and or obtain all permits and certificates required by law shall be just cause for the County to cancel this Agreement for such cause in accordance with Section 13 above in which case the parties will have such rights and remedies as are provided by Florida law.

(21) **Nondiscrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, PBPT warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, PBPT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, PBPT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall PBPT retaliate against any person for reporting instances of such discrimination. PBPT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. PBPT understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PBPT shall include this language in its subcontracts.

(22) **Access and Audits**

(a) The County may at its cost and expense audit PBPT's records relating to this Agreement and this Project, during regular business hours, at PBPT's business location during the term of this Agreement and for three (3) years thereafter and in a manner so as to not unreasonably interfere with its business operations. It may exercise this right by prior written notice to PBPT.

(b) PBPT shall maintain adequate records to justify all charges and expenses, reimbursable costs, and fees incurred in performing any work or Project under this Agreement for at least three (3) years after Project Completion.

(23) **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if PBPT: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., PBPT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time PBPT is specifically required to:

- (a) Keep and maintain public records required by the County to perform services as provided under this Agreement.
- (b) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. PBPT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if PBPT does not transfer the records to the public agency.
- (d) Upon completion of the Agreement PBPT shall transfer, at no cost to the County, all public records in possession of PBPT unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If PBPT transfers all public records to the County upon completion of the Agreement, PBPT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If PBPT keeps and maintains public records upon completion of the Agreement, PBPT shall meet all applicable requirements for retaining public records. All records stored electronically by PBPT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of PBPT to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. PBPT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH,

FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

(24) **Ownership of Project and Documents.** The Project and all related, incidental, allied and other Project improvements made at Property by virtue of this Agreement and all design, construction and other Project reports, tracings, drawings, plans, specifications, surveys, maps, computer data or media and other documents or data developed for this Project (including architectural drawings) shall become automatically the property of the County without restriction, pledge, limitation or encumbrance.

(25) **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of PBPT, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

(27) **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, PBPT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if PBPT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(28) **Effective Date.** This Agreement is expressly contingent upon and will not become effective until execution by PBPT and approval and execution by the Board of County Commissioners, Palm Beach County (the "Effective Date").

(29) **E-Verify – Employment Eligibility.** PBPT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of PBPT's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

PBPT shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in

section 448.095(1)(k), Florida Statutes, as may be amended. PBPT shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that PBPT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that PBPT's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify PBPT to terminate its contract with the subcontractor and PBPT shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, PBPT shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, PBPT shall also be liable for any additional costs incurred by County as a result of the termination.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *James E. Smith*
Director - Parks and Recreation

By: *Anne Idelfant*
Senior Assistant County Attorney

WITNESS:

PALM BEACH PUMP TRACK, INC.
A FLORIDA NOT FOR PROFIT CORPORATION

Michele Bruno
Signature Date

[Signature] 12/14/23
Signature Date

Michele Bruno
Print

JEFFER KRODTZ
Print

PRESIDENT
Title



EXHIBIT "C"
INSURANCE AND BONDING REQUIREMENTS

1.1 **Public Construction and Performance Bonds:** The field general contractor (the "Contractor") shall furnish a Public Construction Performance and Payment Bond ("Bond"), in the form and manner prescribed by §255.05, Florida Statutes and approved by the County in an amount at least equal to the Total Valuation as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by this Agreement and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the County and PBPT in an amount not less than the Total Valuation of such improvements, conditioned that the Contractor shall make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the County and PBPT, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 1.1, the Contractor shall within fifteen (15) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the County and PBPT.

1.2 **Insurance:**

1.2.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/ Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

A. The County and PBPT are required to be named as additional insured on the Commercial General Liability insurance policy. **BINDERS ARE UNACCEPTABLE.** The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in

the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- B. The Contractor shall provide the County and PBPT an original Certificate of Insurance for policies required by this **Exhibit "C"**. All certificates shall state that the County and PBPT shall be given thirty (30) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department and regarding PBPT, to its Chief Financial Officer. Such policies shall: (1) name the insurance company or companies affording coverage reasonably acceptable to the County, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under this **Exhibit "C"** shall not be affected by any other policy of insurance, which the County or PBPT may carry in its own name.
- C. Contractor shall as a condition precedent to entry into the construction contract, furnish to the County, c/o Project Manager, Bob Hamilton, 2700 6th Ave South, Lake Worth, FL 33461 and Palm Beach Pump Track, Inc., c/o Jennifer Kraatz, 4090 Laurelwood Lane, Delray Beach, FL 33445, Certificate(s) of Insurance upon execution of the construction contract, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1.2.2 **Commercial General Liability**

A. **Limits of Liability:**

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. **Endorsements Required:**

(1) "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents," and
(2) "Palm Beach Pump Track, Inc." as an Additional Insureds. The Additional Insured endorsements coverage shall be issued on a primary basis.

- Broad Form Contractual Liability
- Waiver of Subrogation
- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Owners and Contractors Protective Liability
- Contractors Pollution Liability

1.2.3 **Business Automobile Liability**

- A. **Limits of Liability:**
 - Bodily Injury and Property Damage - Combined Single Limit
 - All Autos used in completing the contract including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000
- B. **Endorsements Required:**
 - Waiver of Subrogation

1.2.4 **Workers' Compensation and Employer's Liability Insurance**

Limits of Liability:

- Workers' Compensation – Per Florida Statute 440
- Employers' Liability - \$500,000

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including, if applicable, the U.S. Longshore Harbor Workers' Act or Jones Act.

1.2.5 **Umbrella / Excess Liability:** The Contractor shall provide umbrella / excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

1.2.6 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the County's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.
- Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the County shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the County.
- B. The County may, at its sole discretion, terminate the Agreement for cause and seek damages from the PBPT in conjunction with the violation of the terms and conditions of this Agreement.

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BICYCLE PUMP TRACK PROPOSAL

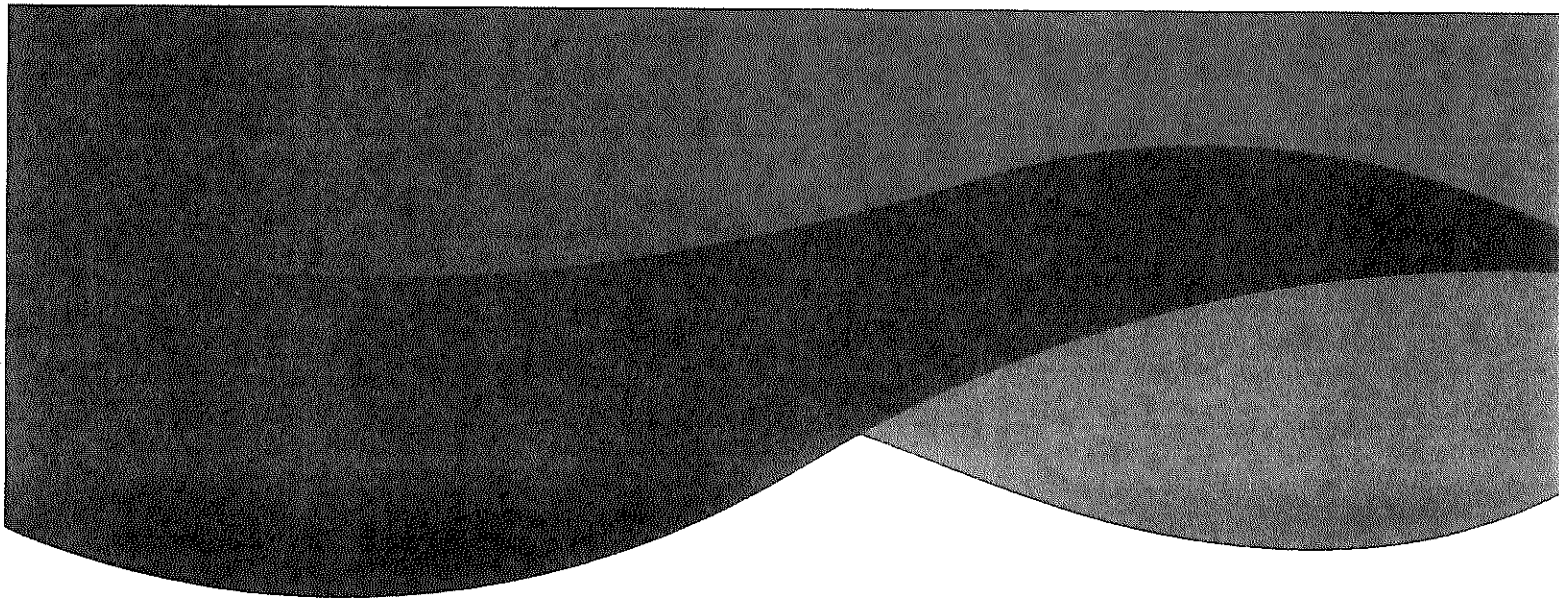
Presented to
Palm Beach County Commissioners
District 1 - Maria G. Marino
District 2 - Gregg K. Weiss
District 3 - Michael A. Barnett
District 4 - Marci Woodward
District 5 - Maria Sachs
District 6 - Sara Baxter
District 7 - Mack Bernard

"Palm Beach Pump Track, LLC" is a 501.c.3 non-profit, based in Palm Beach County, whose main goal is to bring permanent and cycling parks to our community and to promote cycling education, sports and skills to athletes of all ages and skill levels.

We would like to seek approval from The Palm Beach County Commission to permit Palm Beach Pump Track, in partnership with Palm Beach Parks & Recreation to donate the design and building of a permanent asphalt bicycle park facility that is open to the public in Okeehoelee Park. This installation will be "free to use" for general public recreational use when there is not a permitted event taking place. Our intentions would then be to partner with Palm Beach Parks & Recreation and Palm Beach Sports Commission to promote annual sporting events that would attract athletes from all over the Nation as well as serve as a grassroots training facility for developing cycling talent and safe bicycling spaces for all ages and all proficiencies in our community.

There is currently a location that has the potential for consideration in Okeehoelee Park that could contain this facility build. It is in the northernmost part and has it's own restroom facility with sewer access and parking spots. Approximate buildable space would be over 10,000 sq ft. We would also have room to install a designated balance bike track which would facilitate the children or adults learning how to ride without pedals separate from the faster moving bicycles of the larger installation.





What is a PUMPTRACK? An immovable asphalt installation that is professionally designed in a random infinity loop for with rolling terrain and banked turns that is open to the public to ride at will.

Potential to our community? This is a centrally located playground for all wheeled activities, where many people already visit with bicycles. The bicycle pump track will be open with FREE access that appeals to all cyclists (pedal and balance bike) of all skill levels (beginner to professional), bikes of ANY type, as well as, skateboards, scooters and roller skate/blade. Potential to also serve as a training asset to Okeeheelee BMX, also located in Okeeheelee park and is a top ranked facility in the Nation, which hosts some of the world's fastest athletes as well as the smallest athletes.

Potential to our visitors to PBC? PBC does NOT currently have a bicycle pump track. Every person, of all ages are seeking out pump tracks to ride on and learn to ride and develop skills. When people visit PBC they look up bike parks and ask Okeeheelee BMX for access. **Okeeheelee BMX does NOT have free public accessibility.** Visitors naturally prefer free access. When all cycling enthusiasts travel they google search pump tracks as a destination to safely ride and train all day in a concentrated space.

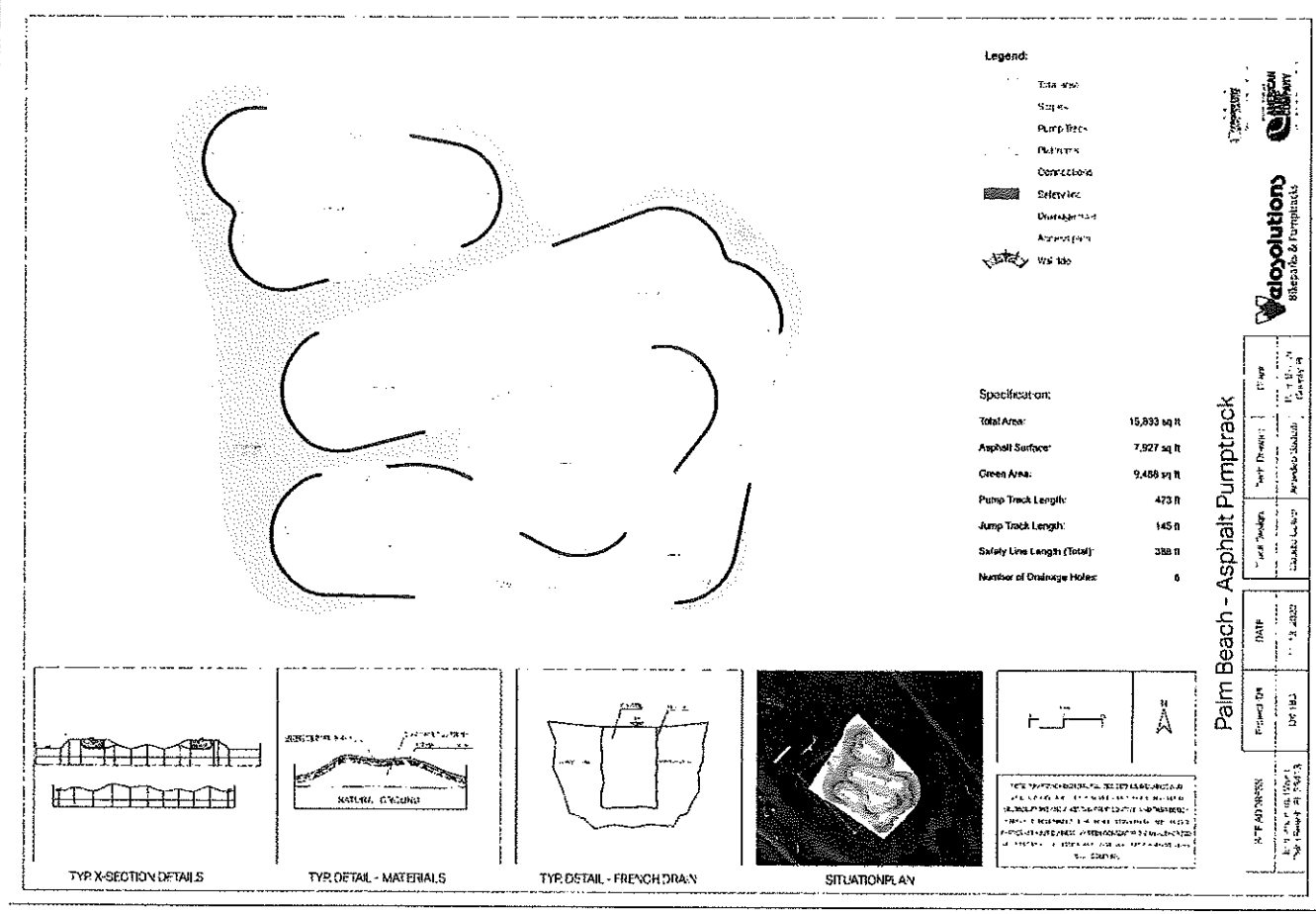
Potential for global attraction? 10,000 sq.ft is regulation size for Redbull Pumptrack World Championships and the USA Pump Track Championships. Also, with Florida offering 365 days of potential outside recreation many vacationing for the winter are seeking safe places to ride their bicycle away from cars which usually brings them to Palm Beach Parks, however there is a bicycle limitation to our lime rock trails and a safety concern when sharing roadways with cars or even sidewalk with pedestrians.

How much it would cost to build? Donated Asset Price approx \$350,000, which is the average cost of a bicycle pump track this size, which also includes an additional beginner track so that slower people on balance bikes could also enjoy this installation. Other costs include, but not limited to, any prior construction engineering including soil relocation or leveling to facilitate proper drainage and prevent flooding. The initial sod and fill is already being donated by a local company and potentially DOT.

What is ideal location? Ideally within walking distance to parking lot (~20 spaces) and a public restroom. Set in an area with green space around it for spectating, picnicking or pit space for competition.

Why now? Post pandemic bicycle popularity is at an all time high. There are hundreds of people already asking for this this type of facility every month through phone email and social media to Okeeheelee BMX and other local cycling forums. Currently there is a large number of trespassers at the local USA BMX facility, which is not free and open to the public. Okeeheelee Park is the Nations best Park, but lacks a pump track.

How much does it cost to maintain? Weekly cost to mow and trim around the facility. Blow off sand and grass clippings. Asphalt paint and stripe every 5 years approximately \$10,000 if using Velosolutions, otherwise Parks could fit it in their asphalt projects.



Legend:

- Total Area
- Safety
- Pump/Rec
- Obstacles
- Corrections
- Safety Area
- Drainage
- Abrasion

Specification:

Total Area:	15,833 sq ft
Asphalt Surface:	7,927 sq ft
Green Area:	9,486 sq ft
Pump Track Length:	473 ft
Jump Track Length:	145 ft
Safety Line Length (Total):	388 ft
Number of Drainage Holes:	0



Palm Beach - Asphalt Pumptrack

Project ID:	00184	Client:	City of Palm Beach
Project Name:	00184	Project Manager:	Gregory A. ...
Project Location:	00184	Project Status:	Completed
Project Date:	00184	Project Start:	00184