

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes ☐ No ☒

Is this item using Federal Funds?

Yes ☐ No ☒

Is this item using State Funds?

Yes ☐ No ☒

Budget Account No: Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

Note: Adoption of the Resolution approving the HMMOA is required by FDOT to construct the Project within County owned right-of-way on Northlake Boulevard. Project improvements include construction of new drainage, bike lanes, sidewalks, medians, and traffic signals on Northlake Boulevard at the intersections with Keating Drive and Sandtree Drive/Sunrise Drive. The Project will be constructed as part of FDOT's I-95 and Northlake Boulevard interchange project (FM 435808-1-52-01). The County will own and maintain the Project when construction is complete. Construction of the Project will be funded entirely by FDOT.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

OFMB

Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. 2

**NORTHLAKE BOULEVARD FROM MILITARY TRAIL
TO SILVERTHORNE DRIVE**



LOCATION MAP

RESOLUTION NO. R-2025 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF IMPROVEMENTS ON NORTHLAKE BOULEVARD FROM MILITARY TRAIL TO SILVERTHORNE DRIVE.

WHEREAS, Palm Beach County (COUNTY) has public road jurisdiction over County Road 809A (Northlake Boulevard) as part of the COUNTY'S maintained right-of-way from Military Trail to Sunset Drive and from 100 feet west of Roan Lane to Silverthorne Drive; and

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct a transportation project for improvements to interchange I-95/State Road 9 and Northlake Boulevard under Financial Management Project ID 435803-1-52-01; and

WHEREAS, the FDOT intends to construct certain improvements on Northlake Boulevard from Military Trail to Silverthorne Drive, more particularly described in **Exhibit A (PROJECT)**; and

WHEREAS, the FDOT requires that the COUNTY enter into a Highway Maintenance Memorandum of Agreement (HMMOA) outlining the responsibilities of the COUNTY and FDOT with respect to the PROJECT; and

WHEREAS, the FDOT will fund construction of the PROJECT in its entirety; and

WHEREAS, the COUNTY shall continue to maintain full responsibility, in perpetuity, for the ownership, operation, and maintenance of the PROJECT upon construction completion; and

WHEREAS, the Board of County Commissioners of Palm Beach County (BCC) has determined execution of the HMMOA is in the best interest of the citizens and residents of the COUNTY.

(Intentionally Left Blank)

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that:

- 1. The Mayor is hereby authorized to execute the HMMOA.
- 2. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
- 3. The BCC hereby approves the HMMOA with the FDOT.
- 4. This Resolution shall take effect upon its adoption.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Commissioner Maria G. Marino	_____
Commissioner Sara Baxter	_____
Commissioner Gregg K. Weiss	_____
Commissioner Joel G. Flores	_____
Commissioner Marci Woodward	_____
Commissioner Maria Sachs	_____
Commissioner Bobby Powell, Jr.	_____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA,
BY AND THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: ybh/tel
Assistant County Attorney

By: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS

By: 
KOF Division Director

SECTION No.: 93680000
FM No.: 435803-1-52-01
AGENCY: PALM BEACH CO.
C.R. No.: 809A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY** collectively referred to as Parties.

WITNESSETH

WHEREAS, the **AGENCY** has public road jurisdiction over **COUNTY ROAD 809A** (Northlake Boulevard), as part of the **COUNTY**'s maintained right-of-way from Military Trail to Sunset Drive and from one hundred (100) feet west of Roan Lane to Silverthorne Drive; and

WHEREAS the **DEPARTMENT** may not spend state funds for off-system projects; and

WHEREAS the **DEPARTMENT** identified improvements along **CR 809A** (Northlake Boulevard) that will enhance the State Highway System at the interchange of **I-95** and **CR 809A** (Northlake Boulevard) and awarded funding to the **AGENCY** for the design and construction of certain streets as prioritized by the **DEPARTMENT**; and

WHEREAS the Palm Beach Metropolitan Planning Organization (MPO) requires the **AGENCY**'S commitment to maintain all improvements made as part of the Transportation Improvement Program and in accordance with Title 23 U.S. Code Section 116 and Federal Highway Administration regulations; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the **DEPARTMENT** is authorized to undertake projects within the **AGENCY**'S geographical limits and the **AGENCY** agrees to have this improvement constructed; and

WHEREAS, pursuant to such authority, the **DEPARTMENT** and the **AGENCY** agree that the **DEPARTMENT** will construct certain improvements more particularly described as Financial Project ID 435803-1-52-01, which involve the construction of **CR809A** (Northlake Boulevard); hereinafter referred to as "the Project", as more particularly described in **Exhibit A**; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party for the Project; and

WHEREAS, the AGENCY by its Resolution passed on the _____ day of _____, 20____, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional costs for the Project that are determined to be Federal Aid Non-Participating.
3. The AGENCY hereby grants the DEPARTMENT and its contractors with all the rights and permissions necessary to enter and construct the Project on the AGENCY'S right of way and/or property to which the AGENCY has such authority, no further requirements to construct the Project.
4. No additional right of way is required for the Project. The Project will be completed within the AGENCY'S existing right-of-way.
5. Environmental Permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be solely responsible for ensuring that the Project remains in compliance with all permits after the construction is complete. To the extent and within the limits permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the DEPARTMENT or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner concerning the Project. The AGENCY shall be the applicant for any and all occupancy permits that are required for the Project, if any.
6. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
7. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the Project within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specifications

previously approved by both the DEPARTMENT and the AGENCY.

8. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated FY 2025-26, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2025-26, as amended (d) Standard Specifications for Roadway and Bridge Construction dated FY 2025-26, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.
9. Warranties: The DEPARTMENT shall transfer all of the Project warranties to the AGENCY.
10. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. At its own expense, the AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.
11. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
12. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
13. Drainage: The AGENCY shall maintain the drainage system constructed for the Project as described in EXHIBIT A.
14. Unforeseen issues: If unforeseen issues arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
15. E-Verify requirements (if applicable):

The AGENCY:

- shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY to provide the services required by this Agreement; and
- shall expressly require any contractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.

16. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

17. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.

18. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (FY 2025-26), as amended, applicable to this Project:

"Cause Palm Beach County to be an additional insured party on the Contractor's Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract."

19. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

20. LIST OF EXHIBITS

- **Exhibit A:** Project Scope
- **Exhibit B:** AGENCY'S Resolution

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

ATTEST:

AGENCY

PALM BEACH COUNTY, a political subdivision of the
State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

_____ day of _____, 20____

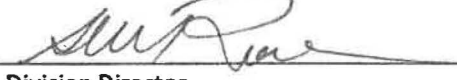
Michael A. Caruso
Clerk of the Circuit Court and Comptroller

By: _____
Deputy Clerk

Approved as to legal form and sufficiency

By: _____
Assistant County Attorney

Approved as to terms and conditions

By: 
KOF Division Director

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

_____ day of _____, 20____

Approval :

Office of the General Counsel (Date)

SECTION No.: 93680000
FM No.: 435803-1-52-01
AGENCY: PALM BEACH CO.
C.R. No.: 809A

EXHIBIT A

PROJECT SCOPE

All improvements will be constructed by DEPARTMENT within the AGENCY'S existing right-of-way.

Typical Section

From Military Trail to West of Keating Drive

- Eastbound three-11-foot wide lanes with 4-foot bicycle lane
- Westbound four-11-foot wide through lanes with 4-foot wide bicycle lanes (5-foot wide at right turn lanes)
- Raised median of variable width (minimum 20-foot wide)
- 6-foot sidewalks along both sides of roadway with ADA compliant pedestrian ramps

From West of Keating Drive to Sunrise Drive/Sandtree Drive

- Eastbound four-11-foot wide lanes with 7-foot buffered bicycle lane
- Westbound four-11-foot wide through lanes with 7-foot buffered bicycle lanes
- Raised median of variable width (minimum 20-foot wide)
- 6-foot sidewalks along both sides of roadway with ADA compliant pedestrian ramps

From Sunrise Drive/Sandtree Drive to east of Silverthorne Drive

- Eastbound & Westbound: three-11-foot wide lanes with 4-foot bicycle lanes in each direction
- Raised median of variable width (minimum 20-foot wide)
- 6-foot sidewalks along both sides of roadway with ADA compliant pedestrian ramps

Signing and Pavement Markings

- Includes signing and pavement marking along Keating Drive and Northlake Boulevard (CR-809A) within the project limits.

Signalization

- Includes signals on Northlake Boulevard (CR-809A) at the intersections of Keating Drive, Sandtree Drive/Sunrise Drive.

Drainage

- Includes drainage system along Northlake Boulevard (CR-809A) and drainage pond between Roan Lane and I-95 northbound on-ramp.

Permits

- The DEPARTMENT will acquire the following permits in the AGENCY'S name: South Florida Water Management District, Palm Beach Gardens Water Control District and United States Army Corps of Engineers.

Lighting

- Includes lighting at the signalized intersections.

Miscellaneous

- Retaining walls with handrail along back of sidewalk or other areas along the right of way of Northlake Boulevard (CR-809A).

Landscape

- Includes any restored irrigation system, impacted by construction, but does not propose landscape.

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EXHIBIT B

AGENCY'S Resolution