TPA GOVERNING BOARD MEETING AGENDA

DATE: THURSDAY, SEPTEMBER 20, 2018
TIME: 9:00 A.M.
PLACE: Lake Worth Casino Building
        10 S Ocean Boulevard, Lake Worth, FL 33460

Transportation facilities and services around the Board meeting location are provided on page 6.

1. REGULAR ITEMS
   A. Roll Call
   B. Prayer
   C. Pledge of Allegiance
   D. MOTION TO ADOPT Agenda for September 20, 2018
   E. MOTION TO APPROVE Minutes for June 21, 2018
   F. Comments from the Chair and Member Comments
   G. Executive Director’s Report
   H. MOTION TO APPROVE/ADOPT Consent Agenda Items
      1. A Resolution approving the Fiscal Year 2019 Promotional Item Expenditure Plan with a not-to-exceed overall budget of $30,000. These expenses will be paid with TPA member dues consistent with Task 7 of the adopted Unified Planning Work Program.
      2. A Resolution authorizing execution of a Sub-Recipient Agreement with Palm Beach County to receive $49,789 in Transportation Disadvantaged Planning funds.
      3. A Resolution approving Federal Transit Administration (FTA) Fiscal Year 2018 Certifications and Assurances.
      4. Treasure Coast Regional Planning Council (TCRPC) Contract Amendment Number 1 extending the agreement through June 30, 2020 and increasing the maximum amount to be paid by the TPA from $450,000 to $600,000.
      5. Bicycle Trailways Pedestrian Advisory Committee (BTPAC) By-Laws Update
         The attached draft revisions to the BTPAC By-Laws provide clarification on vote abstention procedures and update the document with the new TPA branding.
      6. Appointment of Mr. Tim Stillings as the Representative for the City of Delray Beach on the Technical Advisory Committee (TAC). A summary of qualifications is attached.
      7. Appointment of Mr. Ryan Harding as the Alternate for the Village of Wellington on the BTPAC. A summary of qualifications is attached.
      8. Appointment of Ms. Michelle Damone on the CAC as nominated by Mayor Melissa McKinlay. A summary of qualifications is attached.
9. Appointment of Mr. Larry Wallace as the Representative and Ms. Wibet Hay as the Alternate for the Florida Department of Transportation (FDOT) on the BTPAC as a non-voting advisory member. A request letter is attached.

10. Appointment of Ms. Angie Morlok as the Representative for the Elderly on the Transportation Disadvantaged Local Coordinating Board (TDLCB). A letter of interest is attached.

11. Renewal of Ms. Olga Prieto as Representative for the Village of Wellington to the BTPAC through September 2021.

12. Renewal of Dr. Myron Uman on the Citizens Advisory Committee (CAC) through September 2021 at the request of Commissioner Keith James.

I. General Public Comments

General comments will be heard prior to consideration of the first action item. Public comments on specific agenda items will be heard following the presentation of the item to the TPA Governing Board. Please complete a comment card, which is available at the welcome table, and limit comments to three minutes.

2. ACTION ITEMS

   A. MOTION TO ADOPT a resolution authorizing execution of four (4) Interlocal Agreements for Administrative Services to allow the TPA to operate as an independent agency

TPA resolution 2017-08 directed the establishment of Agreements with two or more members to provide a line of credit to the TPA to establish capital float. TPA resolution 2018-01 conceptually approved the terms and conditions of the draft agreement and directed staff to obtain executed agreements from no more than four TPA members.

The terms of each agreement authorize the TPA to borrow up to $300,000 from each member for an initial term of 5 years with potential extension for two additional 5-year terms. In exchange for this service, the TPA will pay each member a service fee of $6,000 per fiscal year ($500 per month).

All TPA members were solicited to provide this service and the following four TPA members have executed the interlocal agreement:

- Town of Jupiter
- City of Palm Beach Gardens
- Village of Royal Palm Beach
- City of Boca Raton

Execution of these agreements will allow the TPA to borrow funds from these members as early as October 10, 2018. However, the TPA will continue to operate under the County’s financial system as a hosted agency until buildout of a new office and meeting space is complete and the TPA moves into the new space. At that time, the TPA will begin to operate as a fully independent agency and utilize the funds from these members to create a TPA revolving account. The TPA will then expend dollars from the revolving account to pay agency operating costs and replenish the account when federal reimbursement funds are received.

On August 28, 2018, the TPA Transition Committee unanimously recommended execution of these four interlocal agreements.
B. **MOTION TO ADOPT** Amendment #1 to the FY 19-23 Transportation Improvement Program (TIP) to include the FDOT’s FY 18 Roll Forward Projects

FDOT has requested approval of amendments to the FY 19 - 23 TIP to include the FY 18 Roll Forward projects, which are included in the FDOT Report available at PalmBeachTPA.org/TIP. These projects were funded in FY 18 but were not encumbered as programmed so the remaining funds are being rolled forward into FY 19. The Roll Forward changes to FY 19 are provided in the attached summary table.

A roll call vote is required.

TAC/CAC/BTPAC: Unanimously recommended approval

C. **MOTION TO ADOPT** Amendment #2 to the FY 19-23 TIP to include replacement of the US-1/SR-5 Earman River Bridge (FM #4428911)

FDOT has requested approval of this amendment in the attached letter. The bridge, which is just north of Northlake Boulevard, experienced a partial collapse of the sidewalk and concrete wall in October 2017. This project will fully replace the existing bridge with construction anticipated in FY 2023-24. The attachment highlights the changes from the adopted TIP in strikethrough/underline format.

A roll call vote is required.

TAC/CAC/BTPAC: Unanimously recommended approval

D. **MOTION TO ADOPT** a Resolution approving Amendment #8 to include the following modifications in the 2040 Long Range Transportation Plan (LRTP) Cost Feasible Plan:

1. Turnpike Mainline from Broward/Palm Beach County Line to Boynton Beach Boulevard (MP 86) from “Widen 6L to 8L” to “Widen 6L to 10L with express lanes”. Cost increase from $298 million to $871 million.

2. Turnpike Mainline from Boynton Beach Boulevard (MP 86) to Beeline Highway/SR-710 (MP 106.1) from “Widen 4L to 6L” to “Widen 4L to 8L with express lanes”. Cost increase from $490 million to $672 million.

3. Turnpike Mainline from Beeline Highway/SR-710 (MP 106.1) to PGA Blvd (MP 109) from “Widen 4L to 6L” to “Widen 4L to 8L.” Cost increase from $81 million to $97 million.

4. Turnpike Mainline from PGA Blvd (MP 109) to Indiantown Road (MP 117) as a new project entitled “Widen 4L to 8L” with a total cost of $257 million.

Florida’s Turnpike Enterprise has requested approval of this amendment in the attached letter. FDOT assessment shows an increased capacity need over the original request of 2 lanes provided in the LRTP Cost Feasible Plan to 4 additional lanes. Express lanes will be implemented all at once after the completion of all widening portions. The requested amendment is attached in strikethrough/underline format to highlight the changes from the adopted LRTP. Finally, a draft resolution is attached that approves the modifications and requests FDOT’s consideration of committee requests.

A roll call vote is required.

TAC: Recommended approval 14-6 with dissention from the Representatives of the cities of Boynton Beach, Greenacres and West Palm Beach, Port of Palm Beach, School District of Palm Beach County, and SFRTA.

CAC: Unanimously recommended approval

BTPAC: Unanimously recommended approval with the requests outlined in the attached Resolution
E. **MOTION TO ADOPT** Amendment #3 to the FY 19-23 TIP to change the project description for Turnpike widening (406144-1) from Boynton Beach Boulevard to Lake Worth Road from “Widen 4 to 6 lanes” to “Widen 4 to 8 lanes with express lanes”

Florida’s Turnpike Enterprise has requested approval of this amendment because construction is programmed for Fiscal Year 2019 (current year). The description is consistent with Amendment #8 to the 2040 LRTP in Action Item 2.C.1. The attachment highlights the changes from the adopted TIP in strikethrough/underline format.

A roll call vote is required.

TAC: Recommended approval 16-4 with dissention from the Representatives of the cities of Boynton Beach and West Palm Beach, School District of Palm Beach County and SFRTA.

CAC/BTPAC: Unanimously recommended approval

F. **MOTION TO ADOPT** FY 20-24 Annual List of Priority Projects

Florida Statutes require the TPA to annually adopt and transmit to FDOT a List of Priority Projects by October 1. The priority projects are used to develop FDOT’s Five-Year Work Program and then the TPA’s TIP. The list of projects is consistent with the LRTP and its associated goals, objectives and values.

The FY 20-24 Priority Projects are organized into Major Highway, Transit and Freight Projects; Local Initiatives Projects; Transportation Alternatives Projects and SUN Trail Projects. The list identifies the additional funding needs of those projects previously approved by the TPA and several new projects. The draft List of Priority Projects is attached along with project status reports for the above project sections.

TAC/CAC/BTPAC: Unanimously recommended approval

G. **MOTION TO APPROVE** the TPA’s FY 19 Strategic Plan

The Strategic Plan serves to focus the TPA’s priorities for the current year. The Strategic Plan Committee met on August 20, 2018 to review the agency’s performance for FY 18 and to identify updates for FY 19. The FY 18 report card and meeting summary are attached. TPA staff will highlight the attached proposed FY 19 strategic plan.

3. **INFORMATION ITEMS**

A. Palm Tran Route Performance Maximization (RPM) Update

Palm Tran staff will provide an overview of their RPM effort that will go into effect in late September 2018.

B. TPA Transition Update

The Transition Steering Committee met on August 15 and August 28, 2018 and reviewed the status of TPA member Dues, Admin Services Agreements, and potential office space locations. The Chair will review the attached summary table.

C. TPA General Counsel memo regarding the TPA seeking an Attorney General Opinion related to provisions in Palm Beach County Charter

D. Partner Agency Updates

Agency staff from Palm Tran, SFRTA/Tri-Rail, FDOT and/or Palm Beach County Engineering may provide brief updates on items relevant to the TPA.
4. **ADMINISTRATIVE ITEMS**

A. Public Involvement Activity Reports for June, July and August
B. Sponsorship Report for the GIS Expo
C. TPA FY 2018 Fourth Quarter Fiscal Report
D. Next Meeting - **October 18, 2018** west of Delray Beach in County Commission District 5
   South County Civic Center, 16700 Jog Road
E. Adjournment

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**NOTICE**

This is a meeting of the Palm Beach MPO doing business as the Palm Beach Transportation Planning Agency.

In accordance with Section 286.0105, *Florida Statutes*, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purposes, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call 561-684-4143 or send email to MBooth@PalmBeachTPA.org at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.
Attending the TPA Board Meeting
September 20, 2018 at the Lake Worth Casino
Address: 10 S. Ocean Boulevard, Lake Worth 33460

*Free parking will be available*
TPA GOVERNING BOARD MEMBERS

**CHAIR**
Hal Valeche, Commissioner  
Palm Beach County

Steve B. Wilson, Mayor  
City of Belle Glade  
Alternate: Michael C. Martin, Commissioner

Jeremy Rodgers, Council Member  
City of Boca Raton  
Alternate: Andrea Levine O’Rourke, Council Member

Scott Singer, Mayor  
City of Boca Raton  
Alternate: Monica Mayotte, Council Member

Steven B. Grant, Mayor  
City of Boynton Beach  
Alternate: Mack McCray, Commissioner

Shelly Petrolia, Mayor  
City of Delray Beach  
Alternate: Bill Bathurst, Commissioner

Joel Flores, Mayor  
City of Greenacres  
Alternate: Peter Noble, Councilman

Jim Kuretski, Council Member  
Town of Jupiter  
Alternate: Wayne Posner, Council Member

Pam Triolo, Mayor  
City of Lake Worth  
Alternates: Scott Maxwell, Vice Mayor Pro Tem & Andy Amoroso, Vice Mayor

Joni Brinkman, Council Member  
Village of Palm Springs  
Alternate: Doug Gunther, Council Member

Katherine Waldron, Commissioner  
Port of Palm Beach  
Alternate: Jean Enright, Commissioner

**VICE CHAIR**
Maria Marino, Mayor  
City of Palm Beach Gardens  
Alternate: Carl Woods, Vice Mayor

Mary Lou Berger, Commissioner  
Palm Beach County

Melissa McKinlay, Mayor  
Palm Beach County

Paulette Burdick, Commissioner  
Palm Beach County

Steven L. Abrams, Commissioner  
Palm Beach County

Palm Beach County Alternates:  
Dave Kerner, Commissioner  
Mack Bernard, Vice Mayor

Lynne Hubbard, Council Member  
City of Riviera Beach  
Alternate: Terence D. Davis, Council Member

Fred Pinto, Mayor  
Village of Royal Palm Beach  
Alternate: Jeff Hmara, Councilman

Anne Gerwig, Mayor  
Village of Wellington  
Alternate: Michael Napoleone, Councilman

Keith A. James, Commissioner  
City of West Palm Beach

Paula Ryan, Commissioner  
City of West Palm Beach

West Palm Beach Alternate:  
Cory Neering, Commissioner

Gerry O’Reilly, District 4 Secretary  
Florida Department of Transportation  
Non-Voting Advisory Member
1. REGULAR ITEMS

Commissioner Valeche called the meeting to order at 9:05 a.m.

1.A. Roll Call

The recording secretary called the roll. A quorum was present as depicted in Exhibit A of these Minutes.

1.B. Prayer - Led by Mayor Steve Wilson

1.C. Pledge of Allegiance

Mayor Scott Singer joined the meeting at 9:07 a.m.

1.D. ADOPTED: Agenda for June 21, 2018

MOTION to ADOPT the Agenda for June 21, 2018. Motion by Mayor Grant, seconded by Mayor Marino, and carried unanimously 14-0.

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1.E. APPROVED: Minutes for May 17, 2018

MOTION to APPROVE the Minutes for May 17, 2018. Motion by Council Member Levine O’Rourke, seconded by Mayor Petrolia and carried unanimously 14-0.

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1.F. Comments from the Chair and Member Comments

CHAIR VALECHE thanked the Port of Palm Beach and FPL for hosting the meeting, and noted a tour of the Port would immediately follow the meeting.

Commissioner Keith James and Mayor Anne Gerwig joined the meeting at 9:08 a.m.

1.G. Executive Director’s Report

Mr. Uhren reviewed the following from the report provided to the Board:

- Today (June 21) is the 13th annual national Dump the Pump Day. Public agencies and private entities are asked to consider the many benefits of using public transportation, and commuters are encouraged to try travelling to work without using their cars.
- The TPA is excited to welcome Mr. Greg Gabriel, joining the TPA from the County’s Youth Services department, as a Transportation Planner II.
- Palm Beach County Engineering recently updated their Typical Sections to include wider sidewalks and both buffered and designated bicycle facilities.
- On June 15, the Florida Department of Transportation (FDOT) issued a press release noting that they completed the plans, received all necessary permits, and awarded a $49.5 million contract to construct the project. FDOT also noted receipt of a letter from Northern Palm Beach County Improvement District (NPBCID) automatically terminating a required drainage permit for the project, and awareness of an agreement between the City of West Palm Beach and NPBCID requiring cancellation of the permit. Finally, FDOT affirmed its commitment to the State Road 7 extension project.
- FDOT is using TPA funds to replace two County bridges funded through the TPA’s Local Initiatives program. FDOT staff will conduct a design public workshop for the El Clair Ranch Road Bridge over the L-30 Canal on Wednesday, June 27 from 5:30 – 7:30 p.m. at the Hagen Ranch Road Public Library, 14350 Hagen Ranch Road, Delray Beach, FL 33446. As well as a workshop for the Seminole Drive Bridge over the L-16 Canal on Thursday, July 12 from 5:00 – 7:00 p.m. at the Lantana Road Branch Public Library, 4020 Lantana Road, Lake Worth, FL 33462.

MR. UHREN mentioned discussions he had with Assistant County Administrator Todd Bonlarron regarding correspondence item 3.E.1 and requested the Board’s clarification on what information he should be requesting based on the May 17, 2018 Board meeting discussion.

CHAIR VALECHE noted that he also spoke with Mr. Bonlarron, who would be attending the meeting to discuss this item. The Chair requested the Board’s consent to set this item aside until Mr. Bonlarron arrives.

CHAIR VALECHE welcomed Council Members Gunther and Levine O’Rourke as Alternates present for their first Board meeting. Each Alternate provided a brief background of their credentials.

1.H. APPROVED: Consent Agenda Items

1. TPA Governing Board By-Laws Update
2. Technical Advisory Committee (TAC) By-Laws Update
3. Appointment renewal for Ms. Tinu Peña on the Citizens Advisory Committee (CAC) through June 2021 at the request of Mayor Fred Pinto
4. The Village of Wellington as a voting member on the TAC
5. Appointment of Mr. Michael O’Dell as the Representative and Mr. Thomas Lundeen as the Alternate for the Village of Wellington on the TAC
MOTION to APPROVE the Consent Agenda. Motion by Mayor Marino, seconded by Commissioner Ryan, and carried unanimously 16-0.

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1.I. General Public Comments
There were no general public comments received.

Commissioner Steven Abrams joined the meeting at 9:16 a.m.

2. ACTION ITEMS
2.A.1. ELECTED: Alternate to the Southeast Florida Transportation Council (SEFTC)

Commissioner Ryan nominated Mayor Marino as the Alternate Delegate to SEFTC.
A vote was taken with a 17-0 vote.

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Councilmember Lynne Hubbard joined the meeting at 9:17 a.m.

2.A.2. ELECTED: Alternate to the MPOAC Governing Board

Mayor Marino nominated Mayor Grant as the Alternate Delegate to the MPOAC Governing Board.

A vote was taken with an 18-0 vote.

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Mayor Melissa McKinlay joined the meeting at 9:21 a.m.
3.E.1. DISCUSSED: Correspondence letter to Palm Beach County requesting information to support mobility fee evaluation based on TPA Board discussion at the May 17 Board meeting.

MR. UHREN noted he had requested two pieces of information from Palm Beach County in follow-up to the May 17 Governing Board meeting. The first being the developments that had contributed to the road impact fee balance that the County currently has in its impact fee accounts, and the second being a list of road capacity projects that will be built using that road impact fee revenue. He reiterated the highlights from his discussions with Mr. Bonlarron and his request for Board clarification on the request.

MAYOR GERWIG inquired on the level of detail the requested information would be provided.

MR. UHREN clarified that the request is the location of developments that paid road impact fees, which in Palm Beach County are paid at the issuance of a building permit. He noted this information would be mapped within each of the impact fee zones.

A discussion ensued on how extensive the analysis would be and if a consultant would be required and the time to produce the data.

Mr. Todd Bonlarron, Assistant County Administrator, noted the County is working to address the requests in the TPA’s correspondence as well as additional requests that have been made. He stated that County staff are researching the how, when and why of impact fees, the established zones, and historical aspects.

Mr. David Ricks, County Engineer, noted a key part of this request is looking at the County as a whole in terms of a transportation network to provide broader context for the discussion.

Mr. Bonlarron stated that the County hired a consultant to complete an impact fee update with results expected later in the year. He also noted that significant County resources would be involved in researching the requested information.

CHAIR VALECHE requested an updated presentation that was originally provided by Mr. Webb.

Further discussion ensued on mobility fees and collaboration between TPA and County staff to provide the requested information. MELISSA MCKINLEY noted that the County’s website had the road impact fee expenditures broken down by zone, and NICK UHREN noted that TPA’s website had prior meeting audio recordings and minutes and former County Engineer’s presentation on Impact Fees Zones.

MAYOR MCKINLAY inquired on previous TPA staff direction to send a letter to the Attorney General’s Office inquiring on the flexibility in utilizing the road impact fee funds.

MR. UHREN clarified for the Board that the TPA legal counsel at the time stated that asking the Attorney General to opine on how a County charter should be interpreted by its County Commission was not a useful question to pose. He apologized for not providing this response at a prior meeting, and noted that he will work with the legal counsel and County staff to draft a letter to the Attorney General.

2.B. CREATED: TPA Strategic Plan Committee

CHAIR VALECHE noted that annually the TPA Board reviews the Strategic Plan and the prior year’s achievements. He noted TPA staff is requesting creation of a 5-member committee that consist of the Chair, Vice Chair and three additional members.

The Board identified the following representatives to serve on the committee: Commissioner Hal Valeche, Mayor Maria Marino, Commissioner Paula Ryan, Commissioner Paulette Burdick, and Mayor Fred Pinto.
MR. UHREN noted that pursuant to the TPA By-laws, a committee would be created for the
special purpose of evaluating the agency’s performance pursuant to its adopted Strategic Plan,
and recommending updates to that Strategic Plan.

**MOTION to CREATE a TPA Strategic Plan Committee comprised as noted above.** Motion by
Mayor Marino, seconded by Mayor Triolo, and carried unanimously 19-0.

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2.C. **ADOPTED:** Resolution approving the Draft FY 19-23 Transportation Improvement
Program (TIP)

MR. ANDREW UHLIR, Palm Beach TPA TIP Coordinator, presented this item. He reviewed the
TIP timeline with the TPA set to operate under this document from July 1, 2018 to June 30,
2019. He briefly highlighted the project sections in the TIP and gave a general summary of the
number of projects included, their funding and a breakdown between state, federal and local
funding. He noted updated maps were included and are available online as well.

MAYOR MCKINLAY and COMMISSIONER RYAN inquired on the Southern Boulevard project listed
in the TIP.

MR. UHREN clarified that the project listed in the TIP is for the widening of Southern Boulevard
from 4 lanes to 6 lanes in the central part of Palm Beach County, and is funded for construction
in FY18. He reviewed the update he provided in his Director’s report.

MAYOR PETROLIA informed the Board that the Delray Beach City Council decided not to move
forward on the Congress Avenue corridor project.

MR. UHREN clarified the Board has prioritized funding for a modification to Congress Avenue
from the Boca Raton/Delray Beach city limits to Atlantic Avenue. The City of Delray Beach
applied to administer the project on a County roadway. To his understanding, the City recently
chose to withdraw its request for funding MR. UHREN asked that the request be submitted in
writing. Once received, he would ask for removal of the project during the update to the TPA’s
Priority Projects List, which would serve as direction to FDOT to remove the project.

**MOTION to ADOPT a Resolution approving the Draft FY 19-23 TIP.** Motion by Mayor
McKinlay, seconded by Council Member Gunther, and carried unanimously 19-0.

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MAYOR MCKINLAY complimented staff on their work and inclusion of projects, particularly in
the western communities. She requested staff pay special attention to SUN Trail project 16-1,
US-1 Broadway Avenue, and the potential impacts on industrial traffic in and out of the Port as well as the effects on Palm Tran service.

3. INFORMATION ITEMS

3.A. DISCUSSED: 2045 Strategic Intermodal System (SIS) Cost Feasible Plan (CFP)

MS. LOIS BUSH, SIS 2045 CFP Update Coordinator for FDOT District 4, presented this item. She noted the SIS, which was established by Florida legislature in 2003, is a statewide network of high priority, high volume transportation facilities including airports, highways, railroads, seaports, spaceports and transit. She reviewed the SIS planning and programming process that provides the framework for planning, programming and implementing transportation projects. She provided an overview of the SIS 2045 CFP update that included the general background, purpose, time period and focus. She reviewed a handout of FDOT District 4 projects with an emphasis on Palm Beach County specific projects.

A discussion ensued on the inclusion of the US 27 and Belvedere Road projects, and further details were provided on the SR 80 improvement projects.

COMMISSIONER BURDICK requested for a future presentation on the Southern Boulevard interchange project at I-95 for the benefit of newer TPA Board Representatives to assist the Board in writing a formal letter to FDOT regarding the TPA’s position on the project.

3.B. DISCUSSED: TPA Transition Update

CHAIR VALECHE noted the Transition Steering Committee met on June 12 and reviewed the Administrative Services Agreement, noting the committee recommended the appropriate revolving loan amount be $1.2 million. He stated six municipalities have expressed interest in providing these services and the committee determined the loan amount would be split equally among the municipalities that participate. He stated the TPA is receiving formal consent from municipalities on member dues with the intention to have them in-hand in the coming months. He noted the TPA is negotiating between several properties for potential office space with the intention of bringing a lease agreement before the Board in September or October for action.

MAYOR MARINO inquired on the status of a Clearlake property that was proposed during the committee meeting.

MR. UHREN clarified that one of the locations at Clearlake has been leased and the TPA is continuing its negotiations with the other potential locations.

COUNCIL MEMBER KURETSKI reported the Town Council in Jupiter unanimously approved both the Administrative Services Agreement and member dues.

3.C. DISCUSSED: MPOAC Institute Review and TPA Board Member Handbook

MAYOR MARINO thanked the TPA for sending Board members to the MPOAC Weekend Institute training. She stated it was worthwhile and reviewed a few takeaways including the list of acronyms they provided. She suggested that the TPA continue sending Representatives to this training as it is an important resources.

A brief discussion took place on the abbreviated MPOAC training that was held locally in downtown West Palm Beach.

MR. UHREN noted an updated TPA Board Member handbook that includes the MPOAC list of acronyms is available at www.PalmBeachTPA.org/Board, as well as a video link of the abbreviated MPOAC training held locally.

Commissioner Paula Ryan left the meeting at 10:37 a.m.
A discussion ensued on the importance of the Board’s role in statewide and local transportation matters.

3.D. **DISCUSSED:** Partner Agency Updates - Palm Tran

**MR. CLINTON FORBES,** Palm Tran Executive Director, thanked TPA staff for including maps in the Board agenda on the different modal opportunities to arrive at the meetings. He invited members to participate in upcoming meetings that will discuss the Route Performance Maximization (RPM) project. On June 28 a public hearing would be held during the Palm Tran Service Board meeting, on July 24 a public workshop at the Governmental Center, and on August 14 a final public hearing would be held during the Board of County Commissioners’ regularly scheduled meeting.

**MR. STEVE ANDERSON,** Palm Tran Interim Transit Planning Manager, provided an update on route and service time changes.

Commissioner Mary Lou Berger left the meeting at 10:45 a.m.

**MAYOR WILSON** expressed his gratitude to Palm Tran staff for the outstanding job done during their presentation in Belle Glade on this RPM project.

**CHAIR VALECHE** noted the County is working with the Port of Palm Beach to renovate the Kennedy bunker on Peanut Island to become a viable resource.

3.E.2. Correspondence letter to FDOT Secretary O’Reilly regarding the Beeline Highway/SR 710 Widening from Northlake to Blue Heron Boulevard. Response letter from FDOT Secretary O’Reilly.

There was no discussion on this item.

4. **ADMINISTRATIVE ITEMS**

4.A. **May’s Public Involvement Activity Report**

There was no discussion on this item.

4.B. **Next Meeting - July 19, 2018 in Wellington**

4.C. **Adjournment**

There being no further business, the Chair declared the meeting adjourned at 10:51 a.m.

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the Transportation Planning Agency and that information provided herein is the true and correct Minutes for the June meeting of the Transportation Planning Agency Governing Board, dated this ___ day of ______________, 2018.

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*** New Appointment  P - Representative Present  ALT- Alternate Present
E - Excused  A - Absent  Shaded months - No Meeting
## EXHIBIT A (cont’d)

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<tr>
<th>Representative/Alternate Local Government</th>
<th>Jul ’17</th>
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<td>Pam Triolo, Mayor / Scott Maxwell, Vice Mayor Pro Tem City of Lake Worth</td>
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*** New Appointment
E - Excused
ALT - Alternate Present
A - Absent
Shaded months - No Meeting

### OTHERS PRESENT

- Maria Tejera: City of Boca Raton
- Hope Jeanty: City of Riviera Beach
- Lois Bush: Florida Department of Transportation
- Mayur Patel: Florida Department of Transportation
- Yanique Kelly: Florida Department of Transportation
- Victoria Williams: Florida’s Turnpike Enterprise
- Nicholas Hernandez: General Public
- Todd Bonlarron: Palm Beach County Administration
- Donna Raney, Esq.: Palm Beach County Attorney
- Kim Ciklin: Palm Beach County District 2
- David Ricks: Palm Beach County Engineer
- Richard Radcliffe: Palm Beach County League of Cities
- Khurshid Mohyuddin: Palm Beach County Planning Department
- Alexa Sanabria: Palm Beach Transportation Planning Agency
- Andrew Uhlir: Palm Beach Transportation Planning Agency
- Greg Gabriel: Palm Beach Transportation Planning Agency
- Paul Gougelman, Esq.: Palm Beach Transportation Planning Agency
- Malissa Booth: Palm Beach Transportation Planning Agency
- Margarita Pierce: Palm Beach Transportation Planning Agency
- Navael Fontus: Palm Beach Transportation Planning Agency
- Nick Uhren: Palm Beach Transportation Planning Agency
- Renee Cross: Palm Beach Transportation Planning Agency
- Valerie Neilson: Palm Beach Transportation Planning Agency
- Bruce Guyton: Palm Tran
- Clinton Forbes: Palm Tran
- Michael Williams: Palm Tran
- Steve Anderson: Palm Tran
- Lorraine Cargill: South Florida Regional Transportation Authority
- Vice Mayor Alysen Nila: Town of Highland Beach
- Thomas Lanahan: Treasure Coast Regional Planning Council
RESOLUTION APPROVING THE FISCAL YEAR 2019 PROMOTIONAL ITEM EXPENDITURE PLAN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the TPA staff distributes promotional items at transportation related conferences and events throughout the year as a means of soliciting input into the transportation planning process; and

WHEREAS, the FY 2019 Promotional Item Expenditure Plan identifies planned events and items anticipated to be purchased for those events and establishes an overall budget; and

WHEREAS, unplanned events may come up throughout the year that may require modifications to the type and/or quantity of items to be purchased, but in no case will the net effect of these modifications exceed the overall budget.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Palm Beach TPA approves the FY 2019 Promotional Item Expenditure Plan, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2. The TPA Executive Director has the flexibility to modify the plan as necessary throughout the year but the net effect of these modifications may not exceed the overall budget.

3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by ___________________ who moved its adoption. The motion was seconded by ___________________, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this _____ day of ____________, 2018.

PALM BEACH MPO,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: _________________________________

Commissioner Hal Valeche, as its Chair

ATTEST:

_________________________________
TPA Executive Assistant

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_________________________________
TPA General Counsel
## FY 2019 Promotional Item Expenditure Plan
### July 1, 2018 - June 30, 2019

| TPA Corridor Studies | Bike Helmets | Bike ID Tags | Bike Lights (Front) | Bike Lights (Rear) | Bike Spoke Lights | Bike Bells | Wristbands | Reflectors | Water Bottles | Backpacks or Bags | Grocery/Toiletries | Pop Sockets | USB Drives | Notebooks w/ Pens | Pencil/Pens | Conf Badge Holders | Lanyards | Sunglass Wipes | Sunscreen/Bug Spray | Activity Books | Canyon Kits | |
|----------------------|--------------|--------------|---------------------|-------------------|------------------|--------------|------------|-----------|-------------|----------------|------------------|----------------|-----------|------------|------------------|-----------|------------------|---------|---------------|-----------------|-------------|-----------|------|
| X                    |              |              | X                   | X                 | X                | X           | X          | X         | X           | X               |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| LRTP Outreach        |              |              | X                   | X                 | X                | X           | X          | X         | X           | X               |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| TPA Board Retreat    | X            |              |                     |                   | X                | X           | X          | X         | X           | X               |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Safe Streets Summit  |              |              |                     |                   |                 | X           | X          | X         | X           |                 |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Targeted Safety Outreach |        |              | X                   | X                 | X                | X           | X          | X         | X           | X               | X                | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Bike Events (Rodeos, Bike to School, Bike to Work, etc.) | X          | X            | X                   | X                 | X                | X           | X          | X         | X           |                 |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Walk Events (Walk to School Day, Walk Audits, etc.) | X            |              |                     |                   |                 | X           | X          | X         | X           |                 |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Business & Economic Development Events |              |              |                     |                   |                 |            |            |          | X           |                 |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Partner Conferences & Events |              |              |                     |                   |                 | X           | X          | X         | X           |                 |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Community Outreach & Events | X            | X            | X                   | X                 | X                | X           | X          | X         | X           |                 |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |
| Residential Association Events | X          |              |                     |                   |                 |            |            |          | X           |                 |                 | X          | X         | X              | X         | X                |         |              |                 |             |           |      |

**Overall Not-to-Exceed Budget: $30,000**
TPA RESOLUTION 2018-

RESOLUTION AUTHORIZING EXECUTION OF A SUB-RECIPIENT AGREEMENT WITH PALM BEACH COUNTY FOR TRANSPORTATION DISADVANTAGED PLANNING FUNDS; FURNISHING ADDITIONAL INFORMATION AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO), doing business as the Palm Beach Transportation Planning Agency (TPA), serves as the Florida Commission for the Transportation Disadvantaged’s (CTD) Designated Official Planning Agency (DOPA); and

WHEREAS, Palm Tran, on behalf of the Palm Beach County Board of County Commissioners (BCC), serves as the CTD’s Community Transportation Coordinator (CTC) for Palm Beach County; and

WHEREAS, the CTD has included available funds for the planning of transportation disadvantaged services within the Trip and Equipment Grant between the CTD and the CTC; and

WHEREAS, the TPA desires to continue the planning responsibilities outlined by the CTD for the transportation disadvantaged residents in Palm Beach County; and

WHEREAS, the TPA and Palm Tran wish to enter into a Sub-Recipient Agreement for the provision of transportation disadvantaged planning services in Palm Beach County.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

2. The TPA Governing Board authorizes:
   a. Its Chair to execute a Sub-Recipient Agreement for transportation planning services with Palm Beach County, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and
   b. Its Executive Director to furnish such additional information as may be required in connection with the Sub-Recipient Agreement and the receipt of grant funds. As used herein, the term "Executive Director" shall include the TPA Executive
Director, or said Executive Director's designee, who must be an employee of the TPA.

3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by __________________ who moved its adoption. The motion was seconded by __________________, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this _____ day of ____________, 2018.

PALM BEACH MPO,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: ________________________________

Commissioner Hal Valeche, as its Chair

ATTEST:

______________________________
TPA Executive Assistant

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

______________________________
TPA General Counsel
SUB-RECIPIENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND THE PALM BEACH TRANSPORTATION PLANNING AGENCY

THIS SUB-RECIPIENT AGREEMENT, effective as of July 1, 2018 (the “Effective Date”), is made and entered into by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as the “County”), also serving as the Florida Commission for the Transportation Disadvantaged’s Community Transportation Coordinator for Palm Beach County (CTC), and the Palm Beach MPO d/b/a Palm Beach Transportation Planning Agency, (hereinafter referred to as the “Planning Agency”), also serving as the Florida Commission for the Transportation Disadvantaged’s Designated Official Planning Agency (DOPA).

WHEREAS, the County has entered into an agreement with the Florida Commission for the Transportation Disadvantaged (hereinafter the “CTD”), in the amount of $49,789 for a Transportation Disadvantaged Local Administrative Support Grant Program (CSFA 55.001) (hereinafter the “Support Grant Agreement”), to provide funds for certain transportation disadvantaged operational and planning expenses of the Planning Agency; and

WHEREAS, the County has entered into an agreement with the Florida Commission for the Transportation Disadvantaged (hereinafter the “CTD”), in the amount of $49,789 for a Transportation Disadvantaged Local Administrative Support Grant Program (CSFA 55.001) (hereinafter the “Support Grant Agreement”), to provide funds for certain transportation disadvantaged operational and planning expenses of the Planning Agency; and

WHEREAS, the Planning Agency has the authority to enter into this Sub-Recipient Agreement (also referred to herein as “this Agreement”) and to undertake the project hereinafter described, and the County has been granted the authority to carry out the responsibilities of the Commission for the Transportation Disadvantaged (CTD) within Palm Beach County, which includes local program administrative support functions and other responsibilities identified in Chapter 427, Florida Statutes, and the rules of the CTD; and

WHEREAS, the Planning Agency has received and reviewed the Support Grant Agreement between the County and the CTD, a copy of which is attached hereto as Exhibit C and incorporated herein by reference, and acknowledged and agreed that it will fulfill all the requirements applicable to the County under the Support Grant Agreement and by law, as they relate to the tasks to be completed under this Sub-Recipient Agreement, unless directed otherwise in writing by the County.

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

1. Preamble. The forgoing statements are true and accurate, and are incorporated into and made a part of this Sub-Recipient Agreement.

2. Contract Representatives. The County’s contract representative during the term of this Sub-Recipient Agreement is:

   Chad Hockman
   Senior Manager of Paratransit
   Palm Tran
   Palm Beach County Board of Commissioners
   50 S. Military Trail #201
   West Palm Beach, FL 33415
   Office: (561) 812-5354
The Planning Agency’s contract representative during the term of this Sub-Recipient Agreement is:

Alyssa Frank  
Transportation Planner I  
Palm Beach Transportation Planning Agency  
2300 N Jog Rd. 4th Floor  
West Palm Beach, FL 33411  
Office: (561) 478-5744

3. **Purpose of Agreement.** The purpose of this Sub-Recipient Agreement is to provide financial assistance to the Planning Agency to assist Planning Agency with the accomplishment of the local program administrative support duties and responsibilities required by the CTD of the County under the Support Grant Agreement, attached hereto as Exhibit C, and as further described in Exhibit(s) A and B attached hereto and incorporated into this Sub-Recipient Agreement (such duties and responsibilities are also referred to herein as “Project”), and to establish the terms and conditions upon which such financial assistance will be provided and the manner in which the Project will be undertaken and completed by the Planning Agency. The Planning Agency shall perform, in a sound, economical and efficient manner, the duties and responsibilities of the County under the Grant Support Agreement, unless notified to the contrary by the County. Such notification may be provided orally or in writing, at any time, to the Planning Agency’s contract representative.

4. **Terms.** The term of this Sub-Recipient Agreement shall be for a period of one (1) year, effective July 1, 2018, through June 30, 2019. Expiration of this Agreement will be considered termination of the Project. Any work performed after the expiration date of this Agreement will not be compensated for by the County. The Planning Agency agrees that it will be responsible for any deficits revealed by an audit performed in accordance with the requirements of Section 6 of the Support Grant Agreement by the CTD or the Florida Department of Transportation, (FDOT) or in accordance with the requirements of the County by an entity authorized by County, including but not limited to Palm Tran, Inc. (referred to herein as “Palm Tran”), County’s Inspector General or Internal Auditor, during or after completion of the Project.

5. **Amendments, Extensions and Assignments.** This Agreement may be amended upon mutual written agreement of the parties. This Agreement shall not be extended or renewed. Moreover, neither this Sub-Recipient Agreement nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the Planning Agency without the prior written consent of County, which consent may be withheld for any reason or no reason at all.

6. **No Obligation to Third Parties.** The County shall have no obligation to any other entity, contractor or person who is in anyway associated with this Sub-Recipient Agreement or benefits from the performance of this Sub-Recipient Agreement. This Sub-Recipient Agreement confers no rights on any person or entity other than the Planning Agency, and is not intended to and does not create any third party beneficiaries.

7. **Termination or Suspension of Project.** The County may terminate this Sub-Recipient Agreement for any reason, whether for cause or convenience, upon written notice of termination to the Planning Agency. The County may terminate this Sub-Recipient Agreement for cause upon five (5) days’ notice to the Planning Agency. County may terminate this Sub-Recipient Agreement with or without cause and for its convenience upon ten (10) days’ notice to the Planning Agency. The Planning Agency may terminate with cause upon thirty (30) days’ notice to the County. Upon receipt of a notice of termination, the Planning Agency shall immediately cease services as directed by the County. The Planning Agency shall be paid only for services provided in conformity with the Sub-
Recipient Agreement up to the date that it is notified to cease. No other sums shall be due and owing by County. All notices shall be provided in writing and sent to the party’s contract representative in accordance with Section 2 of this Sub-Recipient Agreement.

8. Remedies and Disputes. This Sub-Recipient Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in a court of competent jurisdiction located in Palm Beach County. 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 inequity or 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.

A. The County will compensate the Planning Agency upon receipt and approval of deliverables, not to exceed the Project cost. The estimated total cost of the Project is $49,789.00. This amount is based upon the budget summarized in Exhibit B attached to this Sub-Recipient Agreement. Project funds may only be used by the Planning Agency to undertake local Transportation Disadvantaged Program administrative support activities as further described in this Sub-Recipient Agreement. This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement unless the funds allocated to and received by County from the CTD for the Planning Agency’s performance of the Project have been subject to a downward adjustment. In such a case, the downward adjustment shall be in same proportion of the downward adjustment applied by the CTD to County. The amount to be paid to the Planning Agency for its performance of the Projects, tasks and the deliverables is based upon the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period in conformity with the requirements of the Support Grant Agreement and this Sub-Recipient Agreement, and the actual funds received by County. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the CTD and County’s receipt of payment from the CTD. The criteria for acceptance of completed tasks and deliverables are based on the most recent federal, state and County, regulations, guidelines or directives related to the particular task and deliverable. Funds provided under this Sub-Recipient Agreement shall be eligible for expenditure by the Planning Agency solely in conformity with the provisions of this Sub-Recipient Agreement and the provisions of the Grant Support Agreement, including but not limited to its Sections 4 and 5 and Exhibits A and B to this Sub-Recipient Agreement.

B. The County’s performance and obligation to pay under this Sub-Recipient Agreement is contingent upon an annual appropriation by its governing body for the purposes of this Sub-Recipient Agreement. In addition, the County shall not be obligated to perform or pay:

1) For any services for which payment is sought that have not been paid or are not payable under this Sub-Recipient Agreement or the Grant Support Agreement;

2) For any services that have been performed in a substandard manner or not in accordance with the requirements of this Sub-Recipient Agreement or the Grant Support Agreement;

3) If the CTD does not approve the requisition for payment or invoice submitted by the County to the CTD for payment for services provided by the Planning Agency; or

4) If the CTD terminates, in whole or in part, or cancels the Grant Support Agreement with the County.
The Planning Agency expressly waives and releases the County from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. The Planning Agency also represents and warrants that the Planning Agency’s governing body has or intends to appropriate all funds needed for the purposes of this Sub-Recipient Agreement and that it will be responsible for any deficits related to or arising out of its performance of the Project.

C. The Planning Agency shall promptly submit to County all data, reports, contracts, certifications and other financial and operational documents or products relating to the Project as may be required by County or the CTD, or required by law, rule or this Sub-Recipient Agreement. Failure by the Planning Agency to provide such documents may, at the County’s discretion, result in a refusal to reimburse Project funds or termination of contract.

10. Other Costs. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Sub-Recipient Agreement shall be borne by the party incurring the expense. This clause pertains only to the parties to this Sub-Recipient Agreement.

11. Compensation and Payment. The County shall pay the Planning Agency for the satisfactory performance of each task, performed in conformity with the requirements of the Grant Support Agreement and this Sub-Recipient Agreement, as outlined in Exhibit A on a quarterly basis. The amount of compensation for each completed task/deliverable is further described in Exhibit B to this Agreement. The Project must be completed by June 30, 2019.

The Planning Agency shall submit invoices on a quarterly basis. Invoices for deliverables shall be submitted in sufficient detail for a proper pre-audit and post-audit thereof. Additional documentation required by the CTD, County, or the Clerk and Comptroller for Palm Beach County, an independent constitutional officer, shall be promptly submitted to the requesting entity. Invoices and deliverables shall be submitted to:

Chad Hockman
Senior Manager of Paratransit
Palm Tran
Palm Beach County Board of Commissioners
50 S. Military Trail #201
West Palm Beach, FL 33415

Office: (561) 812-5354
Fax: (561) 514-8365
E-Mail: chockman@pbcgov.org

Invoices received from the Planning Agency pursuant to this Contract will be reviewed and approved by the County's contract representative, to verify that tasks have been completed in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County representative’s approval.

The Planning Agency certifies under penalty of perjury that it will comply with the requirements of this Sub-Recipient Agreement and the Grant Support Agreement, and that all invoices and supporting documentation will be true and correct.
Final Invoice: In order for both parties herein to close their books and records, the Planning Agency will clearly state "final invoice" on the Planning Agency’s final/last billing to the County. This shall constitute the Planning Agency’s certification that all tasks have been properly completed and all charges and costs covered by this Agreement have been invoiced to County. Any other charges not properly included on this final invoice are waived by the Planning Agency. The Planning Agency acknowledges the requirement set forth in Section 13 of the Grant Support Agreement that the County submit all invoices to the CTD for payment by August 15, 2019. Accordingly, the Planning Agency must timely submit invoices for payment for its services to County. All invoices must be received by County no later than July 23, 2019, unless a later date for receipt is authorized by County’s contract representative in writing, or County, with the approval of the CTD, authorizes the Planning Agency, in writing, to submit certain invoices directly to the CTD.

12. Inspections. The Planning Agency shall permit, and shall require its contractors to permit, the County’s authorized representatives and the CTD’s authorized representatives to inspect all work, materials, deliverables and records and to audit the books, records and accounts pertaining to the performance of the Project at all reasonable times including upon completion of the Project, and without prior notice. Planning Agency further agrees that the State of Florida, CTD and County, or their respective designees, may monitor the Planning Agency’s activities related to this Sub-Recipient Agreement and that it will cooperate with the State of Florida, CTD and the County regarding such monitoring activities. Monitoring activities may include, but are not limited to, on-site visits and other procedures, and the review of any required financial reports, performance reports and follow-ups regarding corrective action.

A. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, of the Palm Beach County Code as they 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 the Planning Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

B. The Planning Agency shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to its employees, contractors and records regarding this Sub-Recipient Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

14. Project Records, Documentation and Records Retention. The Planning Agency shall provide and maintain sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed are in a form acceptable to the COUNTY and were those which were promised. Such documentation and records shall be maintained at a location in Palm Beach County, accessible to County and any other entity designated by County to be afforded access to the records, for no less than five (5) years from the ending date of the Agreement unless extended by the COUNTY. Planning Agency shall permit the CTD, FDOT, DFS or the Auditor General, or their designees, access to the Planning Agency’s records related to the performance of this Sub-Recipient Agreement. In the event of any dispute between the County and the CTD or the County and the Planning Agency, all records related to the Sub-Recipient Agreement shall be maintained until the dispute is resolved.
The Planning Agency shall comply with the requirements of Ch. 119, Florida Statutes. The County reserves the right to unilaterally cancel this Agreement for failure by the Planning Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

15. Indemnification Requirements.
A. To the fullest extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Planning Agency agrees to indemnify, and hold harmless the COUNTY, Palm Tran and the CTD, including their respective 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 the Planning Agency or persons employed or utilized by the Planning Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall constitute a waiver of the County’s or the Planning Agency’s sovereign immunity.

B. In addition, the Planning Agency shall include the following indemnification clause in all contracts with contractors, consultants. Planning Agency shall further require all of its contractors and consultants who perform work in connection with this Sub-Recipient Agreement to incorporate the following clause in all of their subcontracts with contractors and consultants:

To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the Florida Commission for Transportation Disadvantaged, Palm Beach County and Palm Tran, Inc., including their respective officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of the Sub-Recipient Agreement between Palm Beach County and the Palm Beach MPO d/b/a/ the Palm Beach Transportation Planning Agency. This indemnification shall survive the termination or expiration of the agreement.

16. Non-discrimination of Persons With Disabilities. Neither the Planning Agency nor any of its contractors/consultants or their sub-contractors shall discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Planning Agency agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is open to the public and accessible to persons with disabilities. The Planning Agency shall comply with all requirements of The Americans with Disabilities Act, as it may be amended from time to time.

17. Lobbying Prohibition. The Planning Agency shall not use any funds received pursuant to this Sub-Recipient Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. The Planning Agency may not employ any person or organization with funds received pursuant to this Sub-Recipient Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. The phrase “purpose of lobbying” includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Sub-Recipient Agreement.

18. Public Entity Crimes. The Planning Agency shall not accept any bid from, award any contract to or transact any business with any person or affiliate on the convicted vendor list
for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Planning Agency may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Planning Agency. If the Planning Agency was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Planning Agency may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A. The Planning Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
   1) All new persons employed by the Planning Agency during the term of this Sub-Recipient Agreement to perform employment duties within Florida; and
   2) All new persons, including subcontractors, retained or assigned by the Planning Agency to perform work pursuant to the Sub-Recipient Agreement with the COUNTY.

B. The County and CTD shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

A. In connection with the carrying out of any part of this Project, the Planning Agency shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. The Planning Agency will take affirmative action to ensure that applicants and employees are treated equally during employment, without regard to their race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency shall insert the foregoing provisions, modified only to show the particular contractual relationship, in all of its contracts in connection with the performance of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Planning Agency shall post, in conspicuous places available to its employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

B. The Planning Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, the regulations of the U.S. Department of Transportation and the Department of Justice, and the assurances of the Planning Agency to the Federal Transit Administration, the Federal Highway Administration and as provided herein.

21. Non-Discrimination Policy. The County is committed to assuring equal opportunity in the award of contract and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution No. R 2017-1770, as it may be amended, the Planning Agency warrants and represents
that throughout the term of this 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 a default of this Sub-Recipient Agreement.

22. Prohibited Interests:
   A. No officer of the Planning Agency or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Planning Agency from any business entity of which the officer or employee or the officer’s or employee’s business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.

   B. It is unlawful for an officer or employee of the Planning Agency, or for any company, corporation, or firm in which an officer or employee of the Planning Agency has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this Agreement or in the performance of any other work for which the Planning Agency is responsible.

   C. No officer or employee of the Planning Agency shall directly or indirectly solicit or accept funds from any person who has, maintains or seeks business relations with the Planning Agency.

   D. No member, officer, or employee of the Planning Agency during his tenure or for one year hereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The Planning Agency agrees to include a similar provision in each subcontract financed in whole or in part with funds provided under this Agreement.

23. Payment to Subcontractors. When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, Florida Statutes, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

24. Modification. The County and Planning Agency agree that this Sub-Recipient Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions
contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

25. **How Contract Is Affected by Provisions Being Held Invalid.** Should any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Sub-Recipient Agreement.

26. **Severability.** If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected.

27. **Regulations and Licensing.** Planning Agency shall comply with all laws, ordinances and regulations applicable to the Project services contemplated herein, including those applicable to conflicts of interest and collusion. Planning Agency is presumed to be familiar and shall comply with all federal, state and local laws, ordinances, codes and regulation that may, in any way, affect the services provided and its performance of the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties have caused this Sub-Recipient Agreement to be executed by their duly authorized officials this _____ day of ______________, 2018.

PALM BEACH COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

By: ____________________________
Melissa McKinlay, Mayor

PALM BEACH MPO d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: ____________________________
Hal Valeche, Chair

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: ____________________________
Deputy Clerk

WITNESS:

Sharon R. Bock
CLERK AND COMPTROLLER

By: ____________________________
Margarita Pierce, TPA Executive Asst.

APPROVED AS TO TERMS AND CONDITIONS

By: ____________________________
Clinton B. Forbes
Executive Director, Palm Tran

Approved as to Terms and Conditions:

By: ____________________________
Nick Uhren, P.E., TPA Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ____________________________
County Attorney

Approved as to Form and Legal Sufficiency:

By: ____________________________
TPA General Counsel

G:\..\A MPO TPA for TD Administrative Support. p8-16-2018
EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms and is made an integral part of the Sub-Recipient Agreement between the Palm Beach County Board of County Commissioners (County), serving as the Community Transportation Coordinator for Palm Beach County (CTC), and the Palm Beach MPO d/b/a Palm Beach Transportation Planning Agency (Planning Agency), serving as the Designated Official Planning Agency (DOPA) for the Florida Commission for Transportation Disadvantaged’s (CTD).

I. PROJECT LOCATION: Palm Beach County, FL

II. PROJECT DESCRIPTION: This Project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The County is to accomplish such duties and responsibilities through an agreement with the CTD’s DOPA for the Palm Beach County service area. The Project period will begin on July 1, 2018, or such later date determined and authorized by the CTD, and will end on June 30, 2019. Specific required tasks of the Planning Agency are as follows:

TASK 1: Weighted value = 17%
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the County (also referred to herein as the “CTC) and the Transportation Disadvantaged Local Coordinating Board for Palm Beach County (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2: Weighted value = 48%
Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the County and CTD.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent operating guidelines of the LCB and Planning Agency.

LCB meetings will be held in accordance with the requirements of Chapter 286, Florida Statutes, and the CTD’s most recent LCB and Planning Agency operating guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and must include an opportunity for public comment.
2. Official written minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report. Minutes will at least be in the form of at least a written brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five (5) years.

3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide a current membership roster and mailing list of LCB members.

4. A report of the LCB membership’s attendance at the LCB meeting held during this grant period. This would not include committee meetings.

**Deliverable:** LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

**TASK 3:**  
**Weighted value = 5%**
Provide at least one public workshop annually by each LCB, and assist the CTD, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as a scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

**Deliverable:** Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect “no comments received” if none were made.

**TASK 4:**  
**Weighted value = 5%**
Develop and annually update by-laws for LCB approval.

**Deliverable:** Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

**TASK 5:**  
**Weighted value = 5%**
Develop, annually update, and implement LCB grievance procedures in accordance with the CTD’s most recent guidelines and the LCB’s and Planning Agency’s operating guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the CTD’s Ombudsman Program.

**Deliverable:** Copy of LCB approved Grievance Procedures with date of update noted on cover page.

**TASK 6:**  
**Weighted value = 5%**
Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the County and CTD.

**Deliverable:** Cover Page of AOR, signed by CTC representative and LCB Chair.

**TASK 7:**  
**Weighted value = 5%**
Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds and submit to the CTD and County no later than September 15th. Complete the AER, using the CTD approved form.
**Deliverable**: Completed AER in accordance with the most recent CTD’s AER instructions.

**TASK 8**:  
*Weighted value = 5%*
Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

**Deliverable**: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by Planning Agency representative. Electronic signatures are acceptable.

**TASK 9**:  
*Weighted value = 5%*
Planning Agency staff shall attend at least one CTD sponsored training, including but not limited to, the CTD’s regional meetings or annual training workshop.

**Deliverable**: Documentation related to attendance at such event(s); including but not limited to sign in sheets.
EXHIBIT B
PROJECT BUDGET

This exhibit forms and is made an integral part of the Sub-Recipient Agreement between the Palm Beach County Board of County Commissioners (County), serving as the Community Transportation Coordinator for Palm Beach County (CTC), and the Palm Beach MPO d/b/a Palm Beach Transportation Planning Agency (Planning Agency), serving as the Designated Official Planning Agency (DOPA) for the Florida Commission for Transportation Disadvantaged’s (CTD).

I. PROJECT COST:

The estimated Project Cost shall conform to and consist of those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code and this Sub-Recipient Agreement. For the required deliverable, compensation shall not exceed the total maximum amount of $49,789.00 for all related program administrative support services provided to Palm Beach County in accordance with the requirements of the Sub-Recipient Agreement. This is a lump sum – percent complete sub-recipient grant to accomplish the tasks identified in the Sub-Recipient Agreement, including but not limited to those tasks and deliverables identified in Exhibit A. The grant sum is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement except as provided in the Grant Support Agreement and this Sub-Recipient Agreement. The amount to be paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been satisfactorily performed and accomplished for the invoiced period. The payment sum for Task 2 is based upon one meeting per quarter. Additional meetings of the LCB (i.e., beyond one meeting per quarter) are not eligible for receipt of additional funds. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the County and the CTD. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable and the provisions of the Grant Support Agreement and Sub-Recipient Agreement.

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<thead>
<tr>
<th>Task</th>
<th>Percentage</th>
<th>Quarterly/Per Meeting</th>
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<tr>
<td>Task 1</td>
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<td>Task 9</td>
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<td>TOTAL:</td>
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<td>$49,789.00</td>
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Exhibit C
Grant Support Agreement
Attached
TPA RESOLUTION 2018-

RESOLUTION APPROVING FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO), doing business as the Palm Beach Transportation Planning Agency (TPA) annually applies to the Federal Transit Administration (FTA) for planning grant formula funds; and

WHEREAS, in order to receive FTA grant funds, an Applicant must make required Certifications and Assurances to bind its compliance with all federal rules and regulations.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Palm Beach TPA approves the FTA’s Fiscal Year 2018 Certifications and Assurances as shown in Exhibit A and authorizes the Chair to sign on the TPA’s behalf.

2. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by ___________________ who moved its adoption. The motion was seconded by ___________________, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this _____ day of ____________, 2018.

PALM BEACH MPO,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: ____________________________
Commissioner Hal Valeche, as its Chair

ATTEST:

________________________________
TPA Executive Assistant

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_________________________________
TPA General Counsel
FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: ____________________________________________________________

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>01</td>
<td>Required Certifications and Assurances for Each Applicant.</td>
</tr>
<tr>
<td>02</td>
<td>Lobbying.</td>
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<tr>
<td>03</td>
<td>Procurement and Procurement Systems.</td>
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<td>04</td>
<td>Private Sector Protections.</td>
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<td>05</td>
<td>Rolling Stock Reviews and Bus Testing.</td>
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<td>06</td>
<td>Demand Responsive Service.</td>
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<td>07</td>
<td>Intelligent Transportation Systems.</td>
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<td>08</td>
<td>Interest and Financing Costs and Acquisition of Capital Assets by Lease.</td>
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<td>10</td>
<td>Alcohol and Controlled Substances Testing.</td>
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<tr>
<td>11</td>
<td>Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts,</td>
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<td></td>
<td>and Core Capacity Improvement).</td>
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<tr>
<td>12</td>
<td>State of Good Repair Program.</td>
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<tr>
<td>13</td>
<td>Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment</td>
</tr>
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<td></td>
<td>Grants Programs.</td>
</tr>
<tr>
<td>14</td>
<td>Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.</td>
</tr>
<tr>
<td>15</td>
<td>Seniors and Individuals with Disabilities Programs.</td>
</tr>
<tr>
<td>16</td>
<td>Rural Areas and Appalachian Development Programs.</td>
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<td>17</td>
<td>Tribal Transit Programs (Public Transportation on Indian Reservations Programs).</td>
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<tr>
<td>18</td>
<td>State Safety Oversight Grant Program.</td>
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<td>19</td>
<td>Public Transportation Emergency Relief Program.</td>
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<td>20</td>
<td>Expedited Project Delivery Pilot Program.</td>
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<td>21</td>
<td>Infrastructure Finance Programs.</td>
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<td>22</td>
<td>Paul S. Sarbanes Transit in Parks Program.</td>
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<tr>
<td>23</td>
<td>Hiring Preferences</td>
</tr>
</tbody>
</table>
FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

AFFIRMATION OF APPLICANT

Name of the Applicant: Palm Beach TPA

Name and Relationship of the Authorized Representative: Hal Valeche, Commissioner, Palm Beach TPA Chair

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_________________________________ __________________________      Date: 09/20/2018

Name______________________________________________________________

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): __________________ ________________________ _____________________________

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_________________________________ __________________________      Date: 09/20/2018

Name______________________________________________________________

Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within FTA’s electronic award and management system, provided the Applicant has on file and uploaded to FTA’s electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.
FEDERAL FFY18 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of her or his knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more that $100,000.00 for each such failure.

September 20, 2018
Date

Chairperson for the MPO
FEDERAL FFY18 DEBARMENT AND SUSPENSION CERTIFICATION

As required by U.S. Regulations on Government wide Debarment and Suspension (Non-procurement) at 49 CFR 29.510

(1) The Metropolitan Planning Organization hereby certifies to the best of its knowledge and belief, that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and,

(d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state or local) terminated for cause or default.

(2) The Metropolitan Planning Organization also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S. DOT.

______________________________________________________________
Chairperson for the MPO Date

September 20, 2018

Chairperson for the MPO Date
FFY18 Title VI / Non-Discrimination Policy Statement

The ______________________________ assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The ______________________________ further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the subrecipient’s Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the subrecipient’s organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of Appendix A of this agreement in every contract subject to the Acts and Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against subrecipients. Complaints against the Florida Department of Transportation (FDOT) shall immediately be forward to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or the United States Department of Transportation, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by the subrecipient’s programs.

This assurance is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the subrecipient.

________________________________________________
Signature of Presiding Officer for the MPO/TPO

________________________________________________
Date of Signature

September 20, 2018

Palm Beach TPA
FFY18 Disadvantaged Business Enterprise Utilization

It is the policy of the Palm Beach TPA that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of contracts in a nondiscriminatory environment. The objects of the Disadvantaged Business Enterprise Program are to ensure nondiscrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barrier to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Palm Beach TPA, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the work of contracts in a non-discriminatory environment.

The Palm Beach TPA shall require its consultants to not discriminate on the bases of race, color, national origin, sex, age handicap/disability, or income status in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

__________________________
Signature of Presiding Officer for the MPO/TPO

______________
Date of Signature

September 20, 2018
FIRST AMENDMENT TO AGREEMENT BETWEEN
PALM BEACH TRANSPORTATION PLANNING AGENCY
AND TREASURE COAST REGIONAL PLANNING COUNCIL

This First Amendment is made as of this ___ day of _______, 2018, by and between the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the "TPA") and the Treasure Coast Regional Planning Council, an entity created pursuant to the provisions of Chapters 163 and Chapter 186, Florida Statutes, (hereinafter referred to as the “RPC”).

W I T N E S S E T H

WHEREAS, on September 17th, 2015, the TPA and RPC entered into that certain agreement for planning, design and implementation services in support of the TPA’s Long Range Transportation Plan and vision (hereinafter: the “Agreement”); and

WHEREAS, the TPA now wishes to extend the contract for two additional years pursuant to the terms of the Agreement and to add funding to support the additional work to be performed during that time.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the TPA and RPC agree as follows:

Section 1. The facts set forth above, in the preamble and recitals to this Agreement, are true and correct and incorporated herein by this reference. The use of the term “MPO” as used in the Agreement and “TPA” as used in this First Amendment to the Agreement refer to the same organization, to-wit: the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency.

Section 2. Section 4 of the Agreement is amended as set forth below. Added text and deleted text are shown as set forth.

Section 4. Effective Date, Term, and Renewal. This Agreement shall take effect on January 1, 2016 and shall remain in full force and effect for a period of three (3) years, expiring on until September 30, 2018June 30, 2020. The RPC hereby grants to the MPO the option to extend the term of this Agreement for two (2) additional years or two (2) additional one (1) year periods as deemed appropriate by the MPO. If the MPO elects to exercise the option(s), the MPO will notify the CONSULTANT of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.
Section 3. Section 6.A. of the Agreement is amended as set forth below. Added text and deleted text are shown as set forth.

Section 6. Payments.

A. The maximum amount to be paid by the MPO TPA to the RPC under this Agreement is Six Hundred Thousand Dollars ($600,000) Four Hundred Fifty Thousand Dollars ($450,000), including all out-of-pocket or reimbursable expenses. MPO TPA anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>FY 2018</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>FY 2019</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

Section 4. Except as amended herein, all other terms and conditions of the Agreement are hereby confirmed and shall remain unchanged and in full force and effect.

[The Remainder of this Page is Intentionally Left Blank]
IN WITNESS WHEREOF, TPA and the CONSULTANT have hereunto set their hands to this First Amendment on this ___ day of _______, 2018.

TREASURE COAST REGIONAL PLANNING COUNCIL

By: _____________________________
Reece J. Parrish
TCRPC Chair

PALM BEACH MPO d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: _____________________________
Commissioner Hal Valeche
TPA Chair

WITNESS:

________________________________
Signature

________________________________
Print Name

WITNESS:

________________________________
Margarita Pierce, TPA Executive Asst.

Approved as to Form and Legal Sufficiency:

________________________________
Paul Gougelman, TPA General Counsel

Approved as to Terms and Conditions:

________________________________
Nick Uhren, P.E., TPA Executive Director
BICYCLE TRAILWAYS PEDESTRIAN ADVISORY COMMITTEE (BTPAC) BY-LAWS

Approved by the TPA
September 20, 2018
1. PURPOSE

The Palm Beach Transportation Planning Agency (TPA) Governing Board has created the Bicycle Trailways Pedestrian Advisory Committee (BTPAC) to review and make recommendations regarding items to be considered by the TPA Governing Board. These by-laws facilitate efficient conduct by the BTPAC as it serves in its advisory capacity to the TPA Governing Board. In the event of a conflict between these by-laws and the TPA Governing Board’s by-laws, the TPA Governing Board’s by-laws shall control.

The BTPAC serves in an advisory capacity to the TPA Governing Board to provide technical review, comments and recommendations on specific transportation plans, programs, studies, and other appropriate documents and regional transportation issues. This committee is concerned with non-motorized means of travel such as walking and bicycling, as well as greenways and blueways travel facilities, and their interface with other modes of transportation. The BTPAC shall address other matters and concerns when directed by the TPA. It shall be the function of the BTPAC to:

- Assist the TPA in formulation of its goals and objectives, including outreach and educational efforts.
- Provide technical review of the preliminary findings and make recommendations to the TPA regarding:
  - Mobility studies and reports proposed or underway
  - Review, evaluate, and rank applications submitted for funding through the annual Transportation Alternatives Program, and any other competitive funding programs aimed at non-motorized transportation projects that may arise for BTPAC evaluation.
  - Proposed Transportation Improvement Program (TIP), Unified Planning Work Program, Long Range Transportation Plan (LRTP) and Air Quality Planning and amendments
  - Position statements regarding general plan proposals and means to implement plans
  - Priority recommendations for program implementation based upon the needs as determined by technical studies, or upon the fiscal feasibility of projects

2. DEFINITIONS

The following terms when used in these by-laws shall be defined as set forth below, unless the context of usage affirmatively dictates the contrary:

A. TPA - The Palm Beach Transportation Planning Agency (TPA), which serves as the Metropolitan Planning Organization (MPO) for the Palm Beach County part of the Miami Urbanized Area Transportation Management Area (TMA).

B. TPA Governing Board - The policy-making body for the TPA responsible for coordinating the cooperative decision-making process of the TPA’s actions and taking required actions as the TPA.

C. Governing Board Member - A unit of General Purpose Local Government or an agency that operates or administers a major mode of transportation with voting membership on the TPA pursuant to the most current Interlocal Agreement (and any amendment thereto) creating the TPA.
D. **BTPAC Member** - A local government, health department, law enforcement agency, the School District of Palm Beach County, bicycle advocacy groups and other entities as deemed appropriate by the TPA Governing Board.

E. **BTPAC Representative** - An individual nominated by the BTPAC Member and appointed by the TPA Governing Board to represent the BTPAC Member at BTPAC meetings. If a BTPAC Member has a Representative and Alternate, these terms are used interchangeably.

F. **BTPAC Alternate** - An individual nominated by the BTPAC Member and appointed by the TPA Governing Board to represent the BTPAC Member at BTPAC meetings in the event the BTPAC Representative is not in attendance.

G. **Quorum** - A quorum of the BTPAC shall be constituted by the presence of a majority of Representatives or Alternates of the BTPAC Members. Only designated BTPAC Representatives, or BTPAC Alternates in the absence of the BTPAC Representative, physically present at the site of the BTPAC meeting shall count toward establishing a quorum.


3. **MEMBERSHIP**

A. **Number of BTPAC Members**

The number of BTPAC Members for the TPA shall be as determined, from time to time, by the TPA Governing Board. An agency seeking membership on the BTPAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership. If the Florida Department of Transportation (FDOT) seeks membership on the BTPAC their Representative and Alternate would serve as a non-voting, adviser and is not a member of the Committee advisory member.

B. **BTPAC Representatives**

Each BTPAC Member shall nominate a BTPAC Representative with a description of the individual’s credentials and submit the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time.

C. **BTPAC Alternates**

Each BTPAC Member may nominate a BTPAC Alternate(s) with a description of the individual’s credentials and submit the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. The BTPAC Alternate must meet the same qualifications as a BTPAC Representative. A BTPAC Alternate may serve as a BTPAC Representative for the BTPAC Member during any meeting, or portion of a meeting, where that BTPAC Member’s Representative is not in attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.
D. Term Limits for BTPAC Representatives and Alternates

BTPAC Representatives and BTPAC Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. BTPAC Representatives and Alternates may be reappointed by the TPA Governing Board and are not required to submit an updated letter of request or credentials.

4. OFFICERS

A. Officers Defined

The officers of the BTPAC shall consist of a Chair and a Vice-Chair.

B. Elections

The officers shall be elected annually at the last regularly scheduled meeting of the calendar year, or as soon thereafter as may be convenient to the Committee, whichever event shall occur later in time, and the officers shall continue to hold office until their successors have been elected. The newly elected officers shall take office upon election and at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.

C. Terms of Office

The term of office for officers shall be one (1) calendar year.

D. Duties of Officers

The Chair shall call and preside at BTPAC meetings and sign official documents for the BTPAC. In the Chair’s absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the BTPAC Representatives in attendance present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair in the absence of the Chair and the Vice-Chair.

In the event that the Chair is unable to carry out his/her duties for the remainder of the term, the Vice-Chair shall automatically become Chair and a new Vice Chair shall be elected for the remainder of the term.

5. MEETINGS

A. Regular Meetings

Meetings will be held on the first Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to hold an official meeting of the BTPAC and vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus vote which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the BTPAC agenda or an anticipated lack of quorum.

B. Special Meetings

Special meetings may be called by the Chair with three (3) days of notice prior to the date of the meeting. Whenever possible, at least seven (7) days of notice prior to the date of the meeting shall be given.
C. Attendance

Each BTPAC Representative shall be expected to attend each regular meeting. It shall be the obligation of a BTPAC Representative to provide reasonable notice to the BTPAC Alternate when the BTPAC Representative will not be attending a meeting, and to provide at least 24-hours advance notice to the TPA when neither a Representative nor Alternate will be attending a meeting. An absence without advance notice and without having an Alternate in attendance will be considered unexcused.

BTPAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, BTPAC Members that do not have a BTPAC Representative or BTPAC Alternate for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

D. Agenda

The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a BTPAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting or as early as practicable. When good cause is shown in the judgment of the BTPAC, only when special extenuating circumstances warrant, at the request of a BTPAC Representative, Alternate, or the TPA Executive Director, may propose an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the BTPAC Representatives/Alternates voting at the meeting; provided, that consideration of such item(s) is consistent with the TPA’s Public Participation Plan Public Involvement Plan noticing requirements.

BTPAC Representatives wishing to add an agenda item, or organizations wishing to make a presentation to the BTPAC, at a meeting must contact the TPA Executive Director at least ten (10) days prior to the meeting.

E. Voting Procedures

The Chair and any BTPAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. BTPAC Representatives must be physically present to vote. At any given meeting, if a BTPAC Representative(s) is absent, the BTPAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each BTPAC Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a BTPAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made pass.

Any BTPAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting—unless the action for which the vote was taken has been executed completed by the next regularly scheduled meeting and cannot be undone. A BTPAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the BTPAC Members prior to the meeting. Any BTPAC Representative who was not in
attendance present at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those voting BTPAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

BTPAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes s. 286.012.

If a BTPAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

In the absence of any direction from these by-laws or other duly adopted voting procedures pursuant to certain approval actions, the TPA Governing Board’s By-laws will control. Robert’s Rules of Order will designate procedures governing voting over any BTPAC meeting.

F. Public Comment Procedures

All BTPAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Director’s designee, prior to the commencement of, or during the meeting. Members of the public may speak on agenda items following presentation of the item to the BTPAC by providing a Speaker Card to the TPA Executive Director, or the Director’s designee. Public comment shall be limited to three (3) minutes, unless the Chair or BTPAC Representatives authorize an extension of time for good cause shown.

G. Florida’s Open Meetings Law

Every BTPAC Representative/Alternate shall comply with the State’s Open Meetings Law. A Representative/Alternate shall report potential conflicts, file a memorandum of voting conflict, and recuse himself/herself from voting or discussing issues on which the Representative/Alternate has an identified conflict of interest. This also includes not discussing current agenda items or other matters that may foreseeably come before the BTPAC for action with other BTPAC Representatives outside of a noticed meeting.
June 15, 2018

Nick Uhren
Executive Director
Palm Beach County TPA
Via email

Dear Mr. Uhren:

We are pleased to inform you that we are designating Mr. Tim Stillings, the City’s Planning and Zoning Director, to serve on the TAC until the Transportation Engineer position is filled. Mr. Stillings’s resume to follow.

Mr. Stillings is aware that the TAC meets the first Wednesday of most months and plans to attend accordingly. We all realize the TAC’S role in making recommendations to the Governing Board and providing technical reviews and preliminary findings. Mr. Stillings is the appropriate choice to fill this position on a temporary basis and for as long as he is needed.

Thank you for your help and cooperation. If you need any other documents or information, please do not hesitate to contact me.

Sincerely,

Shelly Petrolia
Mayor
June 18, 2018

Nick Uhren, P.E.
Executive Director of Palm Beach TPA
2300 North Jog Road, 4th Floor
West Palm Beach, Fl. 3411

Dear Mr. Uhren:

I would like to formally request to designate Ryan Harding as the alternate to Olga Prieto on the Palm Beach County TPA BTPAC Committee. Mr. Harding will be replacing J. Higbee in this position.

Mr. Harding is currently a Planner working in with the Planning and Development Services department in Wellington. Mr. Harding has experience in community planning and visioning and economic development in the Village of Wellington and is well qualified to serve as the alternate for Olga on the TPA BTPAC committee should she be absent.

Sincerely,

Robert Basehart, AICP
Planning and Zoning Director

cc: Margarita Pierce, Executive Assistant, Palm Beach TPA
Summary

Ms. Damone has a dynamic personality displaying great leadership with her experience in public office as well as in private business. She is highly engaged in her community and surrounding neighboring communities. In business she exceeds her sales goals by building strong business relationships within her industry and community wide.

- Government Relations, Public Relations, Media Relations, Social Media Relations
- State and Local politics, community engagement and business contacts
- Managed negotiations for government contracts and community development
- In-depth knowledge with government contracts, water and road infrastructure,
- Served as the Board Treasurer and have managed a 10-million-dollar budget for 15 years
- Extensive experience in account management, sales and business development, marketing, promotions and sales

Relevant Public and Private Management Experience

The Merchant Strategy, Community and Government Relations May 2017 – Current

- Solicits clients for Community Relations, Public Relations & Government Relations
- Provide professional lobbying
- Provide campaign strategy, material, advice and develop events for candidates
- Build and manage social media pages for clients
- Provide direct mail campaigns
- Build relationships with Attorneys, Architects and Engineers while Managing client expectations
- Business Development and Problem Solving
- Attend networking events
Maschmeyer Concrete, Sales Professional  October 2016 – March 2017

- Worked independently in outside sales with a target list of renewing old or lost customers
- Managed a large concrete sales territory including General Contractors
- Certified in the Smith System
- Managed sales planner and sales data
- Attended industry related associations and events to promote company and secure customers.
- Opened new accounts for customers
- Received employee recognition through the Maschmeyer core value system
- Attended government meetings to manage legislative affairs for industry

TEKK Supply, Outside Sales  December 2015 – March 2016

- Developed a Sales Target List and Tracking System
- Sales Territory was in Palm Beach, Broward & Dade Counties
- Opened New Sales Accounts
- Increased Sales
- Developed new relationships with Sub Contractors and General Contractors
- Increased knowledge in tools specifically for mechanical fastening

On Shore Roofing Specialists, Business Development Manager  February 2015 – October 2015

- Worked independently in outside sales
- Solicited Elite Custom Builders
- Developed and maintained business relationships
- Managed Social Media and Web site
- Secured Proposals for Roofing contracts and closed the deal
- Attended several industry associations plus Chambers to promote company, develop relationships and secure business
- Coordinated community events to promote the company

Entegra Roof Tile, Account Manager  April 2013 – November 2015

- Worked independently in outside sales
- Managed 60 -80 accounts within large territory
- Input data into internal company software system for daily sales reports
- Attended industry associations and events to support customers and promote company
- Developed and secure client relationships
- Entertained customers
Madison Green Golf, LLC. Manager October 2011 – March 2013

- Marketing Program for the MarBar Grille onsite restaurant
- Marketing Program for the Madison Green Golf Course
- Managed Social Media, Web Site and all advertisements for promotions
- Managed front of the house of the MarBar Grille restaurant providing hospitality
- Managed a team of employees
- Managed daily sales reports for restaurant including closing cash drawers
- Managed and developed the Madison Green Travel Company
- Built the infrastructure and software for the Travel Company

Project Lifesaver of Palm Beach County, Executive Director May 2009 – October 2011

- Managed the overall program including developing by-laws, policies and procedures
- Managed monthly treasurer’s reports, filed corporate documents and prepared yearly tax returns
- Coordinated monthly meetings with the Board of Directors and our partnering agencies
- Certified as a trainer and trained partnering agencies and law enforcement officers with the program
- Grant writing
- Coordinated fundraisers, monthly events and press releases
- Promoted the organization and created public awareness
- Managed a large group of volunteers
- Managed Social Media and Web Site
- Participated in live rescues

Autism Project of Palm Beach County, Program Manager June 2007 – May 2009

- Worked as an Independent Contractor
- Coordinated all fundraising events
- Recruit and managed volunteers
- Organized monthly Board meetings
- Developed Business Partnerships
- Developed the Project Lifesaver Program for Palm Beach County and a Founding Member
- Worked with the autism and Alzheimer’s community
- Community Outreach


- Worked as an Independent Contractor
- Responsible for developing my own leads and my own advertisement and promotions
- Managed market reports and continued education in mortgage loans and products
- Niche in Construction Loans
- Developed campaign and provided seminars on Reverse Mortgages
- Met or exceeded monthly sales goals
Indian Trail Improvement District, Council Member  December 1999 – 2016

- Managed 4 successful campaigns to garner majority votes in a community of 40,000 residents
- Board Supervisor for a Special District Chapter 298 for the State of Florida
- Direct Board Policy
- Developing consensus of the Board
- Negotiate government contracts including water utility agreements, law enforcement agencies agreements, Engineers and Attorneys
- Successfully created and saw passage of the Nicole’s Law as an act of the State Legislature
- Lobby Palm Beach County, the Florida Legislature and Congress as needed
- Manage a $10 -12-million-dollar budget
- Serve as Board President 6 years
- Manage roads, drainage, parks and emergency situations such as hurricanes, floods, etc.

Affiliations

- Western Community Council, Chair
- Palm Beach County Sheriff’s Office, Advisory Council
- Florida Association of Special Districts, Certified District Officer
- Gold Coast Builders Association, Member
- Chamber of the Palm Beaches, Member
- League of Cities, Associate Member
- Singer Island Rotary Club Member

Past Affiliations

- Palms West Chamber, Board Director
- Acreage Landowners Association, Member, Past President
- Acreage Rotary Club, Member, Past President
- PATCH Central (Planned Approach to Community Health, Member

Special Recognition and Awards

- Florida Association of Special Districts, Member of the Year 2010
- Project Lifesaver International, Medal of Merit 2010
- Florida Association Special Districts, CDO 2011
- Caregiver National Magazine, Caregiver Award 2008
- Introduced Governor Charlie Crist at the Signing of the Nicole’s Law 2009
Education

- Associated Schools certified Travel Industry 1988-1989

- Broward Community College studied English 1989 – 1991

- Century 21 Mortgage Broker School certified Mortgage Broker 2000

Personal

Ms. Damone is a long-term resident of Palm Beach County, residing in The Acreage for the last 22 years. She is an avid traveler and has two young adult children. She attended Broward Community College where she specialized in English.
Mr. Nick Uhren, P.E.
Executive Director
Palm Beach Transportation Planning Agency
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

SUBJECT: Palm Beach Transportation Planning Agency (TPA) Bicycle, Trailways and Pedestrian Advisory Committee (BTPAC) Membership

Dear Mr. Uhren:

According to Palm Beach TPA, Section 3.B. of the adopted By-Laws, the Florida Department of Transportation, District 4, has designated Larry Wallace as the Representative and Wibet Hay as the alternate to serve on the Palm Beach TPA’s Bicycle, Trailways and Pedestrian Advisory Committee (BTPAC) in a non-voting, advisory member role.

We appreciate and look forward to our continued partnership and participation on the TPA advisory committee.

Please feel free to contact me with any questions.

Sincerely,

Amie Goddeau, P.E.
District Modal Development Administrator

AG/sp

cc: Valerie Neilson, Palm Beach TPA
September 12, 2018

Attn: Alyssa Frank

Palm Beach Transportation Planning Agency
2300 N. Jog Road – 4th Floor
West Palm Beach, FL 33411

RE: Appointment to the Transportation Disadvantaged Local Coordinating Board (LCB)

Dear Ms. Frank:

I retired more than four years ago from my lengthy employment with the former Palm Beach Metropolitan Planning Organization, where I developed a passion for ensuring safe, reliable, and affordable transit and paratransit services for Palm Beach County’s disabled and transportation disadvantaged individuals.

From 1990-2014, I served as a Principal Planner for the Palm Beach MPO, including a few months as an Interim Executive Director. I was the transit coordinator, ADA coordinator, and the staff liaison to the Transportation Disadvantaged Local Coordinating Board. I organized workshops and summits for the transportation disadvantaged, conducted user surveys, and assembled reports including the Transportation Disadvantaged Service Plan/ Human Service Transportation Coordinated Plan.

From 1986-1990, I served as the Manager of Transit and Planning for the Northeast Ohio Areawide Coordinating Agency (NOACA) in Cleveland, which serves as the federally designated MPO for five northeast Ohio counties.

Prior to 1986, I was a planner for Delaware County in Media Pennsylvania.

I received my Master’s degree in Urban Studies from Loyola University, and my Bachelor’s degree in Psychology from DePaul University, both in Chicago.

Approximately 2003-2004, I served my local community as a Commissioner for the Town of Palm Beach Shores.

I am eager to contribute my experience and dedication to serve our local transportation disadvantaged population through a volunteer appointment to the Local Coordinating Board.

Sincerely,

[Signature]

Angela Morlok
WHEREAS, the interlocal agreement creating the Metropolitan Planning Organization (MPO) for the urbanized area of Palm Beach County requires that the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), be a forum for cooperative decision making by officials of the governmental entities with voting membership on the TPA Governing Board; and

WHEREAS, the TPA operates on a cash-reimbursement basis using primarily federal and state planning grants, and as such requires a local funding source to temporarily fund its operations until grant reimbursement funds are received; and

WHEREAS, Palm Beach County currently provides this temporary local funding for the TPA but also requires TPA conformance to all County policies and procedures in the use of these funds, limiting the flexibility of the agency to provide responsive transportation planning services to the public; and

WHEREAS, the TPA recognizes that distributing the provision of temporary local funding for the TPA between two or more members will improve equity and avoid undue influence by any one member Agency; and

WHEREAS, on September 21, 2017, the TPA Governing Board adopted Resolution 2017-08 recognizing the value of empowering all of its members to lead the selection of transportation projects and programs to best serve our local communities, avoiding undue influence by any member agencies, and establishing maximum flexibility to provide transportation planning services to the public and directing TPA staff to move expeditiously to operate as an independent agency; and
WHEREAS, Resolution 2017-08 further directed TPA staff to establish agreements with two or more members to establish capital float for the TPA in order to facilitate operation as an independent agency; and

WHEREAS, on February 15, 2018, the TPA Governing Board adopted Resolution 2018-01 conceptually approving terms and conditions in a draft Administrative Services agreement and directing TPA staff to obtain signed agreements from at least two (2) but not more than four (4) member agencies and to bring these agreements to the TPA Board for execution at a future meeting; and

WHEREAS, the Town of Jupiter, the City of Palm Beach Gardens, the Village of Royal Palm Beach and the City of Boca Raton have executed Interlocal Agreements for Administrative Services with terms and conditions that are substantially similar to the draft that was conceptually approved by the TPA Governing Board; and

WHEREAS, the TPA now wishes to execute a separate interlocal agreement with each of the four municipalities aforesaid.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

2. The TPA Governing Board authorizes its Chair to execute the following four (4) Interlocal Agreements for Administrative Services, copies of which are attached hereto and incorporated herein by reference:
   a. With the Town of Jupiter (Exhibit A)
   b. With the City of Palm Beach Gardens (Exhibit B)
   c. With the Village of Royal Palm Beach (Exhibit C)
   d. With the City of Boca Raton (Exhibit D)

3. This Resolution shall take effect upon adoption.
The foregoing Resolution was offered by ___________________ who moved its adoption. The motion was seconded by ________________, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this _____ day of __________, 2018.

PALM BEACH MPO,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: _____________________________________________
Commissioner Hal Valeche, as its Chair

ATTEST:

________________________________
TPA Executive Assistant

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

________________________________
TPA General Counsel
August 14, 2018

Nick Uhren, Executive Director
Palm Beach Transportation Planning Agency
2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411

Reference: Interlocal Agreement – Administrative Services

Dear Mr. Uhren:

Enclosed are two originals of the Interlocal Agreement for Administrative Services between the Palm Beach Transportation Planning Agency and the Town of Jupiter.

Please return one original of the fully-executed Agreement to my attention at the address below. Should there be any questions related to the Agreement, please contact Mike Villella, Finance Director at 561-741-2218 or michaelv@jupiter.fl.us. We look forward to working with you.

Sincerely,

Stacey Rivera
Executive Assistant

Enclosures
INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE SERVICES
BETWEEN THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND TOWN OF JUPITER, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of _____________, by and between the Palm Beach Metropolitan Planning Organization, doing business as the Palm Beach Transportation Planning Agency, an entity created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes (referred to herein as the "TPA"), and the Town of Jupiter, Florida, a Florida Municipal Corporation by and through its Town Council (also referred to herein as the "Municipality").

WITNESSETH:

WHEREAS, Section 339.175(2), Florida Statutes, provides for the designation of at least one metropolitan planning organization for each urbanized area of the state; and

WHEREAS, the TPA is designated as the metropolitan planning organization for the urbanized areas within Palm Beach County, and the Governor, through the Florida Department of Transportation (referred to herein as "FDOT"), has entered into an Interlocal Agreement with Palm Beach County and other units of general purpose local government and special purpose government located within the affected urbanized areas and designated for membership on the TPA; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPA is an independent governmental entity separate and distinct from the state and the governing body of any entity that is represented on the Governing Board of the TPA or that is a signatory to the Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and
WHEREAS, under Chapters 163 and 166, Florida Statutes, the Municipality is authorized to enter into interlocal agreements and to contract with the TPA and other governmental entities for the provision and exchange of certain services; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the TPA has the authority to contract with the Municipality for the provision and exchange of certain services to accomplish its transportation planning and programming duties and administrative functions; and

WHEREAS, the TPA was created and operates pursuant to the Interlocal Agreement for Creation of a Metropolitan Planning Organization, recorded on October 26, 2015, in Official Records Book 27885, Page 1538, Public Records of Palm Beach County, Florida; and

WHEREAS, Section 5.02(f) of the aforementioned interlocal Agreement for Creation of a Metropolitan Planning Organization, provides:

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(f) The MPO shall have all such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

(emphasis added); and

WHEREAS, pursuant to Section 5.02(f) of the Interlocal Agreement for Creation of a Metropolitan Planning Organization, the TPA has all powers set forth in Section 163.01, Florida Statutes, the Interlocal Agreement Act of 1969; and

WHEREAS, one of the "powers" set forth in Section 163.01(7)(b), Florida Statutes, is the power to "incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the parties to the [original] agreement [creating the TPA]..."; and

WHEREAS, the TPA is desirous of obtaining assistance from the Municipality that will enable it to manage the continuous, cooperative and comprehensive transportation planning process as mandated by State and Federal law; and

WHEREAS, the Municipality declares that entering into this Agreement serves a legitimate municipal purpose and that the Municipality, pursuant to its Section 163.021, Florida Statutes, and Article VIII, Section 2(b), Florida Constitutional, home rule powers and Section 163.01(12), Florida Statutes, of the Interlocal Agreement Act of 1969, has the authority to enter into this Agreement and to provide the services hereinafter described; and

WHEREAS, the TPA and the Municipality desire to enter into this Agreement to define the administrative services to be provided to the TPA by the Municipality and the
duties and obligations of each party to the other are set forth therein.

NOW THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree as follows:

SECTION 1. RECITALS; DEFINITIONS.

1.1 Recitals. Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated into this Agreement by this reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

1.2 Definitions. The following terms shall be defined for purposes of this Agreement to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

a) "Administrative Services" – services provided by the Municipality to the TPA including advance of funds set up, bookkeeping, auditing, financial statements and recordkeeping, budget adoption or amendment, and advertising for public hearings for budget adoption or amendment, to assist the TPA in managing the continuing, cooperative and comprehensive transportation planning process for the urbanized areas within Palm Beach County.

b) "Agreement" – this Interlocal Agreement as it may be amended or extended from time to time.

c) "Municipality" – the Town of Jupiter, Florida, a Florida Municipal Corporation.

d) "Advanced Funding Amount" – An advance of funds by the Municipality to the TPA for the TPA’s access, use, withdrawal, deposit and reimbursement through federal, state or local grants during the initial term of this Agreement and any renewal terms. Said Advanced Funding Amount shall: be used by the TPA to accomplish its transportation planning and programming duties and administrative functions as mandated by State and Federal law including, but not limited to, operating its accounts payable, accounts receivable and payroll functions consistent with the adopted TPA Unified Planning Work Program ("UPWP") (2-year Budget); be in an amount not to exceed $300,000.00; be accounted for by the TPA separate and apart from other Municipality accounts; and be fully reimbursed by the TPA to the Municipality within one hundred eighty (180) days after the termination of this Agreement.

e) "TPA" – The Palm Beach TPA is the federally designated transportation policymaking board for Palm Beach County, Florida.

SECTION 2. PURPOSE AND SCOPE.

2.1 The purpose of this Agreement is limited to setting the terms and conditions applicable to the Municipality's provision of the Advanced Funding Amount and Administrative Services to the TPA. The Municipality has no other authority, express or implied, over the TPA Governing Board, the TPA Executive Director, or the TPA staff.
SECTION 3. TERM AND TERMINATION.

3.1 Effective Date and Term. The term of this Agreement shall begin on October 1, 2018, and shall continue up to and include September 30, 2023. The TPA shall file this fully executed Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Chapter 163, Part 1, Florida Statutes.

3.2 Extension of Term. This Agreement may be renewed for up to two (2) additional five (5) year periods upon mutual agreement of both parties. In the event either party elects not to renew the Agreement hereunder, said party shall notify the other in writing, in accordance with the provisions of Section 9.1 below, at least one hundred eighty (180) days prior to the expiration of the then current term of the Agreement.

3.3 Termination for Convenience. Either party may terminate this Agreement for convenience at any time with at least one hundred eighty (180) calendar days' prior written notice to the other party of the decision to terminate this Agreement and the date of termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the Municipality.

3.4 Termination for Cause. If either party fails or refuses to perform any of its obligations under this Agreement or otherwise fails to timely satisfy the provisions of this Agreement, the non-performing party shall be notified in writing of its non-performance and be provided with no less than ninety (90) days to cure its non-performance. In the event the non-performing party has not cured its breach within the time period specified, the other party may terminate this Agreement upon no less than ninety (90) days' additional written notice to the non-performing party of its intent to terminate and shall specify in such notice the effective date of the termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the Municipality.

3.5 Termination – Records and Payment.

a) Upon the effective date of termination of this Agreement, each party shall upon prior written request of the other party turn over to the other party without any charge, fee or cost, and within a reasonable period of time (not to exceed 90 days) copies of all records held by it with respect to this Agreement in accordance with Florida law regarding the transfer of public records to a successor custodian; provided, that public records which are provided by Federal or Florida law as being exempt or confidential need not be turned over to the requesting party. The copies of public records turned over may be accomplished by computer copy in a program and format reasonably accessible by the party to whom the records are being turned over.

b) The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of any default of any of the terms hereunder; provided, however, that the maximum damages that can be obtained are as follows: (i) $300,000; (ii) plus any accrued Administrative Services charges due
and computed as set forth in Section 6.1 of this Agreement; and (iii) reasonable attorneys' fees not to exceed the amount needed to enforce the payment of the items in Section 3.5(i) and (ii).

c) After effective date of termination, this Agreement shall have no further continuing effect and the parties will not be obligated to each other, except for those obligations specifically noted as surviving the termination of this Agreement, those duties or responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination which have not been completed and are of a continuing nature or character.

d) Not later than thirty (30) days after the effective date of the termination of this Agreement for any reason, the parties agree to approve and record in the Public Records of Palm Beach County, Florida, a notice that this Agreement is terminated.

e) This Section 3.5 shall survive the termination of this Agreement.

3.6 Annual Renewal of this Agreement. Notwithstanding any other provision of this Agreement, any Advanced Funding Amount is subject to review and renewal or termination annually within less than twelve (12) consecutive non-calendar months of the previous annual review and renewal by the TPA. If the TPA determines not to budget payment of the fee or charges for Administrative Services or not to utilize the Advanced Funding Amount as part of its budget or Unified Planning Work Program (UPWP) for the forthcoming fiscal year, the TPA shall promptly give notice to the Municipality of its determination to terminate the Agreement. The provisions of Sections 3.3 and 6.1 of this Agreement shall be applicable concerning the payment of the Administrative Services charge or fee and repayment of the Advanced Funding Amount.

SECTION 4. MUNICIPALITY RESPONSIBILITY.

4.1 The Municipality agrees to provide the Advanced Funding Amount to the TPA on or before October 10, 2018. The Municipality shall not charge interest or other fees related to the TPA's use of the Advanced Funding Amount other than the fee for Administrative Services outlined in paragraph 6.1 below.

4.2 The Municipality shall budget and appropriate for the Advanced Funding Amount in accordance with all applicable laws, and further shall include the Advanced Funding Amount in its annual audit performed by independent auditors. The parties agree to provide to each other and any other third party all information necessary to complete audits of the Advanced Funding Amount. The parties agree that audit reports shall be furnished to each other and other agencies as required by the Federal and State single audit guidelines.

SECTION 5. TPA RESPONSIBILITY.

5.1 The TPA shall prepare and submit to the Municipality the adopted TPA UPWP (2-year budget) as mandated by Federal and State law by October 31st of each fiscal year. The TPA's UPWP shall include the cost of all Administrative Services to be
provided by the Municipality to the TPA pursuant to this Agreement.

5.2 The TPA shall provide the Municipality with an audited financial statement related to the Advanced Funding Amount on or before March 31st of each fiscal year. Upon agreement of the Municipality, this date may be extended for good cause shown.

5.3 The TPA shall prepare and submit invoices in a timely manner for reimbursement of expenses from the TPA’s state and federal transportation planning grants.

5.5 The TPA shall independently audit, at its own additional expense, the TPA financial records. The TPA shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including but not limited to the filing of applicable tax returns, has been completed in a timely manner.

SECTION 6. COMPENSATION.

6.1 In consideration for the Administrative Services provided by the Municipality, the TPA shall compensate the Municipality in the amount of $6,000.00 per fiscal year ($500.00 per month), to be paid on or before March 31st of each fiscal year for all previous months of Administrative Services rendered by the Municipality with regard to the Advanced Funding Amount. An explicit provision of this Agreement is that it is agreed that no interest shall be charged pursuant to or as a result of this Agreement or for the Advanced Funding Amount. It is agreed that the cost to the Municipality for Administrative Services for the provision of the Advanced Funding Amount is not easily calculated, and the parties agree that a reasonable estimate constituting a liquidated amount is $6,000 per fiscal year which should be assessed as a rate of $500 per month. The Administrative Services charge or fee shall be calculated but not payable on the last calendar day of each calendar month. The Municipality acknowledges and accepts the agreed upon fee or charge amount for Administrative Service as being reasonable reimbursement to the Municipality for the Administrative Services described in Section 4 above.

6.2 Payments from the TPA shall be made to the Municipality at the address provided in the notice section contained herein.

SECTION 7. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY.

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The TPA and the Municipality are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

7.2 Either party may seek attorneys’ fees to enforce this Agreement, but such attorneys’ fees shall be limited as set forth in Section 3.5. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
SECTION 8. RECORD-KEEPING AND RETENTION.

8.1 Each party shall retain all records related to this Agreement and any Administrative Services funded hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed.

8.2 Section 8.1 shall survive the expiration or termination of this Agreement.

SECTION 9. GENERAL PROVISIONS.

9.1 Notice. Notice under this Agreement shall be given prepaid or postage paid by: (a) U.S. certified mail, return receipt requested; (b) recognized national overnight courier (i.e. USPS, Federal Express, United Parcel Service); or (c) hand delivery, addressed as follows:

To the TPA:
Executive Director
Palm Beach TPA
2300 N. Jog Rd, 4th Floor
West Palm Beach, FL 33411

To the Municipality:
Town Manager
Town of Jupiter, Florida
210 Military Trail
Jupiter, FL 33458

The addressee or address of a party may be changed by providing written notice to the other party.

(a) Notice shall be deemed to have been given upon receipt, if hand delivered, upon deposit with a recognized overnight courier, or when deposited in the U.S. certified mail, all if properly addressed as set forth above. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

9.2 Assignment. This Agreement and the Administrative Services to be provided hereunder shall not be assigned, subcontracted, or sublet by either party without the express written permission of the other party, which may be denied for any reason or no reason.

9.3 Federal Participation. It is understood and agreed by the parties that in order to permit TPA participation in the expenditure of Federal Planning Funds, this Agreement may be subject to the approval of Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA") and FDOT. The parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal Planning Funds without the approval of FHWA and/or FTA or as otherwise provided for in this Agreement.

(a) The TPA and the Municipality agree that no federal appropriated funds in connection with this Agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of
Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying."

(c) In accordance with 49 CFR §20.110 and 31 U.S.C. §1352, the parties agree to file a certification and disclosure form upon award of any federal contract, grant, or cooperative agreement exceeding one hundred thousand dollars ($100,000).

9.4 Asset Management. All equipment and supplies purchased by the TPA with federal and/or state grant funds are the property of the TPA. The Municipality shall have no authority, right, claim or interest over the TPA's assets and inventory thereof. The TPA shall adopt and implement an asset management program that will address the tracking and annual inventory of items required by and in accordance with state and federal law.

9.5 Federal Tax ID Number. Each party will provide its Federal Tax ID Number to the other upon request.

9.6 Construction of Agreement. The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

9.7 Governing Laws. This Agreement shall be governed, construed and interpreted under the laws of the State of Florida.

9.8 Venue. Venue for any action brought pursuant to this Agreement shall be in a court of competent jurisdiction in and for Palm Beach County, Florida, or if in Federal court in the U.S. District Court for the Fourth District of Florida. Any trial shall be non-jury.

9.9 Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorneys' and paralegals' fees and costs.

9.10 Severability. Should any section, sentence, clause, or word of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

9.11 Modifications. This Agreement, together with any exhibits, attachments and schedules, constitutes the entire agreement between the TPA and the Municipality and supersedes all prior written or oral contracts, agreements and understandings, except as provided herein. The TPA's Chair and Executive Director are authorized to enter into Memorandums of Understanding ("MOUs") with the Municipality, through its
Municipality Manager/Administrator, as provided in this Agreement. Municipality's Manager/Administrator is authorized to enter into MOUs with the TPA, through either the TPA's Chair or Executive Director, as provided in this Agreement. Said MOUs shall be for the purposes of reducing administrative inconvenience, inefficiencies, or costs and to clarify the parties' duties and responsibilities, except as may be otherwise provided herein. No MOU may amend or necessitate an amendment to either party's budget unless it has first been approved by the TPA's Governing Board and Municipality Commission/Council.

9.12 Execution of Agreement. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument.

9.13 No Third-Party Beneficiaries. The parties acknowledge that this Agreement is not intended to be a third-party beneficiary contract and neither creates rights in nor confers rights to anyone other than the TPA and the Municipality.

[Remainder of this Page Intentionally Left Blank]
IN WITNESS WHEREOF, the undersigned parties have approved this Interlocal Agreement for Administrative Services and directed the undersigned officials to execute on their behalf.

Town of Jupiter, Florida,  
By its Town Council

By: ________________________________  
Todd Wodraska, Mayor

Palm Beach MPO, d/b/a  
Palm Beach Transportation Planning Agency

By: ________________________________  
Hal Valeche, Chair

ATTEST:  
Sally Boylan, Town Clerk

Approved this ___ day of ______, 2018.

Approved as to Terms and Conditions

Matt Benoit, Town Manager

Approved as to Form and Legal Sufficiency

Thomas J. Baird, Town Attorney

Nick Uhren, Executive Director

Approved as to Form and Legal Sufficiency

Paul Gougelman, TPA General Counsel
City of Palm Beach Gardens  
Office of the City Clerk  
10500 North Military Trail  
Palm Beach Gardens, FL 33410  
(561) 799-4122 psnider@pbgfl.com

Letter of Transmittal

DATE: July 13, 2018

TO: Palm Beach Transportation Planning Agency  
2300 N. Jog Road – 4th Floor  
West Palm Beach, FL 33411  
Attn: Nick Uhren, Executive Director

Delivered via: FedEx Tracking No. 8127 8550 5959

Re: Interlocal Agreement for Administrative Services between the Palm Beach Transportation Planning Agency and the City of Palm Beach Gardens, Florida.

Enclosed are three (3) original Agreements for your signature.

Upon completion, please return one (1) original to my office in the enclosed FedEx Envelope Tracking No. 8121 0116 3848.

☐ For Your Records  ☐ For Recording
☐ As Requested  ☐ Returned for Corrections
☐ For Review and Signature  ☐ Other: ________________

Signed  
Patricia Snider, CMC, City Clerk
INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE SERVICES
BETWEEN THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND THE CITY OF PALM BEACH GARDENS, FLORIDA

THIS INTERLOCAL AGREEMENT (referred to herein as “Agreement”) is made and entered into this ___ day of ____________, 2018, by and between the Palm Beach Metropolitan Planning Organization, doing business as the Palm Beach Transportation Planning Agency, an entity created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes (referred to herein as the “TPA”), and the City of Palm Beach Gardens, Florida, a Florida Municipal Corporation by and through its City Council (referred to herein as the “Municipality”).

WITNESSETH:

WHEREAS, Section 339.175(2), Florida Statutes, provides for the designation of at least one metropolitan planning organization for each urbanized area of the state; and

WHEREAS, the TPA is designated as the metropolitan planning organization for the urbanized areas within Palm Beach County, and the Governor, through the Florida Department of Transportation (referred to herein as "FDOT"), has entered into an Interlocal Agreement with Palm Beach County and other units of general purpose local government and special purpose government located within the affected urbanized areas and designated for membership on the TPA; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPA is an independent governmental entity separate and distinct from the state and the governing body of any entity that is represented on the Governing Board of the TPA or that is a signatory to the Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and
WHEREAS, under Chapters 163 and 166, Florida Statutes, the Municipality is authorized to enter into interlocal agreements and to contract with the TPA and other governmental entities for the provision and exchange of certain services; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the TPA has the authority to contract with the Municipality for the provision and exchange of certain services to accomplish its transportation planning and programming duties and administrative functions; and

WHEREAS, the TPA was created and operates pursuant to the Interlocal Agreement for Creation of a Metropolitan Planning Organization, recorded on October 26, 2015, in Official Records Book 27885, Page 1538, Public Records of Palm Beach County, Florida; and

WHEREAS, Section 5.02(f) of the aforementioned Interlocal Agreement for Creation of a Metropolitan Planning Organization, provides:

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

* * *

(f) The MPO shall have all such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

(emphasis added); and

WHEREAS, pursuant to Section 5.02(f) of the Interlocal Agreement for Creation of a Metropolitan Planning Organization, the TPA has all powers set forth in Section 163.01, Florida Statutes, the Interlocal Agreement Act of 1969; and

WHEREAS, one of the “powers” set forth in Section 163.01(7)(b), Florida Statutes, is the power to “incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the parties to the [original] agreement [creating the TPA]...”; and

WHEREAS, the TPA is desirous of obtaining assistance from the Municipality that will enable it to manage the continuous, cooperative, and comprehensive transportation planning process as mandated by State and Federal law; and

WHEREAS, the Municipality declares that entering into this Agreement serves a legitimate municipal purpose and that the Municipality, pursuant to its Section 163.021, Florida Statutes, and Article VIII, Section 2(b), Florida Constitution Home Rule Powers Act and Section 163.01(12), Florida Statutes, of the Interlocal Agreement Act of 1969, has the authority to enter into this Agreement and to provide the services hereinafter described; and
WHEREAS, the TPA and the Municipality desire to enter into this Agreement to define the administrative services to be provided to the TPA by the Municipality, and the duties and obligations of each party to the other are set forth therein.

NOW, THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree as follows:

SECTION 1. RECITALS; DEFINITIONS.

1.1 Recitals. Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated into this Agreement by this reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

1.2 Definitions. The following terms shall be defined for purposes of this Agreement to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

a) "Administrative Services" – services provided by the Municipality to the TPA, including advance of funds set up, bookkeeping, auditing, financial statements and recordkeeping, budget adoption or amendment, and advertising for public hearings for budget adoption or amendment, to assist the TPA in managing the continuing, cooperative, and comprehensive transportation planning process for the urbanized areas within Palm Beach County.

b) "Agreement" – this Interlocal Agreement as it may be amended or extended from time to time.

c) "Municipality" – the City of Palm Beach Gardens, Florida, a Florida Municipal Corporation.

d) "Advanced Funding Amount" – An advance of funds by the Municipality to the TPA for the TPA’s access, use, withdrawal, deposit, and reimbursement through federal, state, or local grants during the initial term of this Agreement and any renewal terms. Said Advanced Funding Amount shall: be used by the TPA to accomplish its transportation planning and programming duties and administrative functions as mandated by State and Federal law, including, but not limited to, operating its accounts payable, accounts receivable, and payroll functions consistent with the adopted TPA Unified Planning Work Program (“UPWP”) (two- (2) year Budget); be in an amount not to exceed $300,000.00; be accounted for by the TPA separate and apart from other Municipality accounts; and be fully reimbursed by the TPA to the Municipality within one hundred eighty (180) days after the termination of this Agreement.

e) "TPA" – The Palm Beach TPA is the federally designated transportation policymaking board for Palm Beach County, Florida.

SECTION 2. PURPOSE AND SCOPE.

2.1 The purpose of this Agreement is limited to setting the terms and conditions applicable to the Municipality's provision of the Advanced Funding Amount and Administrative Services to the TPA. The Municipality has no other authority, express or implied, over the TPA Governing Board, the TPA Executive Director, or the TPA staff.
SECTION 3. TERM AND TERMINATION.

3.1 Effective Date and Term. The term of this Agreement shall begin on October 1, 2018, and shall continue up to and include September 30, 2023. The TPA shall file this fully executed Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Chapter 163, Part 1, Florida Statutes.

3.2 Extension of Term. This Agreement may be renewed for up to two (2) additional five- (5) year periods upon mutual agreement of both parties. In the event either party elects not to renew the Agreement hereunder, said party shall notify the other in writing, in accordance with the provisions of Section 9.1 below, at least one hundred eighty (180) days prior to the expiration of the then current term of the Agreement.

3.3 Termination for Convenience. Either party may terminate this Agreement for convenience at any time with at least one hundred eighty (180) calendar days’ prior written notice to the other party of the decision to terminate this Agreement and the date of termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the Municipality.

3.4 Termination for Cause. If either party fails or refuses to perform any of its obligations under this Agreement or otherwise fails to timely satisfy the provisions of this Agreement, the non-performing party shall be notified in writing of its non-performance and be provided with no less than ninety (90) days to cure its non-performance. In the event the non-performing party has not cured its breach within the time period specified, the other party may terminate this Agreement upon no less than ninety (90) days’ additional written notice to the non-performing party of its intent to terminate and shall specify in such notice the effective date of the termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Services charge or fee up to the effective date of termination shall be promptly paid by the TPA to the Municipality.

3.5 Termination – Records and Payment.

a) Upon the effective date of termination of this Agreement, each party shall, upon prior written request of the other party, turn over to the other party without any charge, fee, or cost, and within a reasonable period of time (not to exceed ninety (90) days) copies of all records held by it with respect to this Agreement in accordance with Florida law regarding the transfer of public records to a successor custodian; provided, however, that public records that are provided by Federal or Florida law as being exempt or confidential need not be turned over to the requesting party. The copies of public records turned over may be accomplished by computer copy in a program and format reasonably accessible by the party to whom the records are being turned over.
b) The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of any default of any of the terms hereunder; provided, however, that the maximum damages that can be obtained are as follows: (i) $300,000; (ii) plus any accrued Administrative Services charges due and computed as set forth in Section 6.1 of this Agreement; and (iii) reasonable attorneys’ fees not to exceed the amount needed to enforce the payment of the items in Section 3.5 b)(i) and (ii).

c) After the effective date of termination, this Agreement shall have no further continuing effect, and the parties will not be obligated to each other, except for those obligations specifically noted as surviving the termination of this Agreement; those duties or responsibilities to be carried out upon or after termination; and those duties or responsibilities arising on or before the date of termination that have not been completed and are of a continuing nature or character.

d) Not later than thirty (30) days after the effective date of the termination of this Agreement for any reason, the parties agree to approve and record in the Public Records of Palm Beach County, Florida, a notice that this Agreement is terminated.

e) This Section 3.5 shall survive the termination of this Agreement.

3.6 Annual Renewal of this Agreement. Notwithstanding any other provision of this Agreement, any Advanced Funding Amount is subject to review and renewal or termination annually within less than twelve (12) consecutive non-calendar months of the previous annual review and renewal by the TPA. If the TPA determines not to budget payment of the fees or charges for Administrative Services or not to utilize the Advanced Funding Amount as part of its budget or Unified Planning Work Program (UPWP) for the forthcoming fiscal year, the TPA shall promptly give notice to the Municipality of its determination to terminate the Agreement. The provisions of Sections 3.3 and 6.1 of this Agreement shall be applicable concerning the payment of the Administrative Services charge or fee and repayment of the Advanced Funding Amount.

SECTION 4. MUNICIPALITY RESPONSIBILITY.

4.1 The Municipality agrees to provide the Advanced Funding Amount to the TPA on or before October 10, 2018. The Municipality shall not charge interest or other fees related to the TPA’s use of the Advanced Funding Amount other than the fee for Administrative Services outlined in paragraph 6.1 below.

4.2 The Municipality shall budget and appropriate for the Advanced Funding Amount in accordance with all applicable laws, and further shall include the Advanced Funding Amount in its annual audit performed by independent auditors. The parties agree to provide to each other and any other third party all information necessary to complete audits of the Advanced Funding Amount. The parties agree that audit reports shall be furnished to each other and other agencies as required by the Federal and State single audit guidelines.
SECTION 5. TPA RESPONSIBILITY.

5.1 The TPA shall prepare and submit to the Municipality the adopted TPA UPWP (two- (2) year budget) as mandated by Federal and State law by October 31 of each fiscal year. The TPA's UPWP shall include the cost of all Administrative Services to be provided by the Municipality to the TPA pursuant to this Agreement.

5.2 The TPA shall provide the Municipality with an audited financial statement related to the Advanced Funding Amount on or before March 31 of each fiscal year. Upon agreement of the Municipality, this date may be extended for good cause shown.

5.3 The TPA shall prepare and submit invoices in a timely manner for reimbursement of expenses from the TPA's state and federal transportation planning grants.

5.5 The TPA shall independently audit, at its own additional expense, the TPA financial records. The TPA shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including, but not limited to, the filing of applicable tax returns, has been completed in a timely manner.

SECTION 6. COMPENSATION.

6.1 In consideration for the Administrative Services provided by the Municipality, the TPA shall compensate the Municipality in the amount of $6,000.00 per fiscal year ($500.00 per month), to be paid on or before March 31 of each fiscal year for all previous months of Administrative Services rendered by the Municipality with regard to the Advanced Funding Amount. An explicit provision of this Agreement is that it is agreed that no interest shall be charged pursuant to or as a result of this Agreement or for the Advanced Funding Amount. It is agreed that the cost to the Municipality for Administrative Services for the provision of the Advanced Funding Amount is not easily calculated, and the parties agree that a reasonable estimate constituting a liquidated amount is $6,000.00 per fiscal year that should be assessed as a rate of $500.00 per month. The Administrative Services charge or fee shall be calculated, but not payable, on the last calendar day of each calendar month. The Municipality acknowledges and accepts the agreed upon fee or charge amount for Administrative Services as being reasonable reimbursement to the Municipality for the Administrative Services described in Section 4 above.

6.2 Payments from the TPA shall be made to the Municipality at the address provided in the Notice section contained herein.

SECTION 7. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY.

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The TPA and the Municipality are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.
7.2 Either party may seek attorneys’ fees to enforce this Agreement, but such attorneys’ fees shall be limited as set forth in Section 3.5 above. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

SECTION 8. RECORD KEEPING AND RETENTION.

8.1 Each party shall retain all records related to this Agreement and any Administrative Services funded hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records for the purposes of inspection and audit until such time as the law allows said records to be destroyed.

8.2 Section 8.1 shall survive the expiration or termination of this Agreement.

SECTION 9. GENERAL PROVISIONS.

9.1 Notice. Notice under this Agreement shall be given prepaid or postage paid by: (a) U.S. certified mail, return receipt requested; (b) recognized national overnight courier (i.e., USPS, Federal Express, United Parcel Service); or (c) hand delivery, addressed as follows:

To the TPA:  
Executive Director  
Palm Beach TPA  
2300 N. Jog Road, 4th Floor  
West Palm Beach, FL 33411

To the Municipality:  
City Manager  
City of Palm Beach Gardens, Florida  
10500 N. Military Trail  
Palm Beach Gardens, FL 33410

The addressee or address of a party may be changed by providing written notice to the other party.

a) Notice shall be deemed to have been given upon receipt if hand delivered, upon deposit with a recognized overnight courier, or when deposited in the U.S. certified mail, all if properly addressed as set forth above. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

9.2 Assignment. This Agreement and the Administrative Services to be provided hereunder shall not be assigned, subcontracted, or sublet by either party without the express written permission of the other party, which may be denied for any reason or no reason.

9.3 Federal Participation. It is understood and agreed by the parties that in order to permit TPA participation in the expenditure of Federal Planning Funds, this Agreement may be subject to the approval of Federal Highway Administration (“FHWA”), Federal Transit Administration (“FTA”) and FDOT. The parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal Planning Funds without the approval of FHWA and/or FTA or as otherwise provided for in this Agreement.
a) The TPA and the Municipality agree that no federal appropriated funds in connection with this Agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying."

c) In accordance with 49 CFR §20.110 and 31 U.S.C. §1352, the parties agree to file a certification and disclosure form upon award of any federal contract, grant, or cooperative agreement exceeding one hundred thousand dollars ($100,000.00).

9.4 Asset Management. All equipment and supplies purchased by the TPA with federal and/or state grant funds are the property of the TPA. The Municipality shall have no authority, right, claim, or interest over the TPA’s assets and inventory thereof. The TPA shall adopt and implement an asset management program that will address the tracking and annual inventory of items required by and in accordance with state and federal law.

9.5 Federal Tax ID Number. Each party will provide its Federal Tax ID Number to the other upon request.

9.6 Construction of Agreement. The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

9.7 Governing Laws. This Agreement shall be governed, construed, and interpreted under the laws of the State of Florida.

9.8 Venue. Venue for any action brought pursuant to this Agreement shall be in a court of competent jurisdiction in and for Palm Beach County, Florida, or if in Federal court in the U.S. District Court for the Fourth District of Florida. Any trial shall be non-jury.

9.9 Attorney’s Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorneys’ and paralegals’ fees and costs.

9.10 Severability. Should any section, sentence, clause, or word of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.
9.11 Modifications. This Agreement, together with any exhibits, attachments, and schedules, constitutes the entire agreement between the TPA and the Municipality and supersedes all prior written or oral contracts, agreements and understandings, except as provided herein. The TPA's Chair and Executive Director are authorized to enter into Memorandums of Understanding ("MOUs") with the Municipality, through its Municipality Manager/Administrator, as provided in this Agreement. Municipality's Manager/Administrator is authorized to enter into MOUs with the TPA through either the TPA's Chair or Executive Director, as provided in this Agreement. Said MOUs shall be for the purposes of reducing administrative inconvenience, inefficiencies, or costs and to clarify the parties' duties and responsibilities, except as may be otherwise provided herein. No MOU may amend or necessitate an amendment to either party's budget unless it has first been approved by the TPA's Governing Board and Municipality Commission/Council.

9.12 Execution of Agreement. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

9.13 No Third-Party Beneficiaries. The parties acknowledge that this Agreement is not intended to be a third-party beneficiary contract, and neither creates rights in nor confers rights to anyone other than the TPA and the Municipality.

[Remainder of this Page Intentionally Left Blank]
IN WITNESS WHEREOF, the undersigned parties have approved this Interlocal Agreement for Administrative Services and directed the undersigned officials to execute on their behalf.

City of Palm Beach Gardens, Florida,  
By its City Council

By: Maria G. Marino, Mayor

Palm Beach MPO, d/b/a  
Palm Beach Transportation Planning Agency

By: __________________________
   Hal Valeche, Chair

ATTEST:

Patricia Snider, CMC, City Clerk

Approved this ____ day of _____, 2018.

Approved as to Terms and Conditions

Ronald M. Ferris, City Manager

Approved as to Form and Legal Sufficiency

R. Max Lohman, City Attorney

Palm Beach MPO, d/b/a  
Palm Beach Transportation Planning Agency

By: __________________________
   Hal Valeche, Chair

ATTEST:

Patricia Snider, CMC, City Clerk

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Approved as to Terms and Conditions

Ronald M. Ferris, City Manager

Approved as to Form and Legal Sufficiency

R. Max Lohman, City Attorney

APPROVED AS TO TERMS AND CONDITIONS

Nick Uhren, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul Gougelman, TPA General Counsel
July 20, 2018

Nick Uhren, P.E.
Executive Director
Palm Beach Transportation Planning Agency
2300 North Jog Road – 4th Floor
West Palm Beach, FL 33411

Dear Mr. Uhren:

The Village Council of the Village of Royal Palm Beach sitting in regular session on July 20, 2018 unanimously approved the Interlocal Agreement for Administrative Services between the Palm Beach Transportation Planning Agency and the Village of Royal Palm Beach. Enclosed are two signed copies from the Village, when fully executed please return one to my office.

Should you have any questions, please contact me. Thank you.

Sincerely,

Diane DiSanto, MMC
Village Clerk
INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE SERVICES
BETWEEN THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND VILLAGE OF ROYAL PALM BEACH, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of
____________, by and between the Palm Beach Metropolitan Planning Organization,
doing business as the Palm Beach Transportation Planning Agency, an entity created
and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes
(referred to herein as the "TPA"), and the Village of Royal Palm Beach, Florida, a Florida
Municipal Corporation by and through its Village Council (also referred to herein as the
"Municipality").

WITNESSETH:

WHEREAS, Section 339.175(2), Florida Statutes, provides for the designation of
at least one metropolitan planning organization for each urbanized area of the state; and

WHEREAS, the TPA is designated as the metropolitan planning organization for
the urbanized areas within Palm Beach County, and the Governor, through the Florida
Department of Transportation (referred to herein as "FDOT"), has entered into an
Interlocal Agreement with Palm Beach County and other units of general purpose local
government and special purpose government located within the affected urbanized areas
and designated for membership on the TPA; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPA is an
independent governmental entity separate and distinct from the state and the governing
body of any entity that is represented on the Governing Board of the TPA or that is a
signatory to the Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to
make the most efficient use of their powers by enabling them to cooperate with other
localities on a basis of mutual advantage and thereby to provide services and facilities
that will harmonize geographic, economic, population and other factors influencing the
needs and development of local communities; and
WHEREAS, under Chapters 163 and 166, Florida Statutes, the Municipality is authorized to enter into interlocal agreements and to contract with the TPA and other governmental entities for the provision and exchange of certain services; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the TPA has the authority to contract with the Municipality for the provision and exchange of certain services to accomplish its transportation planning and programming duties and administrative functions; and

WHEREAS, the TPA was created and operates pursuant to the Interlocal Agreement for Creation of a Metropolitan Planning Organization, recorded on October 26, 2015, in Official Records Book 27885, Page 1538, Public Records of Palm Beach County, Florida; and

WHEREAS, Section 5.02(f) of the aforementioned Interlocal Agreement for Creation of a Metropolitan Planning Organization, provides:

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(f) The MPO shall have all such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

(emphasis added); and

WHEREAS, pursuant to Section 5.02(f) of the Interlocal Agreement for Creation of a Metropolitan Planning Organization, the TPA has all powers set forth in Section 163.01, Florida Statutes, the Interlocal Agreement Act of 1969; and

WHEREAS, one of the "powers" set forth in Section 163.01(7)(b), Florida Statutes, is the power to "incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the parties to the [original] agreement [creating the TPA]..."; and

WHEREAS, the TPA is desirous of obtaining assistance from the Municipality that will enable it to manage the continuous, cooperative and comprehensive transportation planning process as mandated by State and Federal law; and

WHEREAS, the Municipality declares that entering into this Agreement serves a legitimate municipal purpose and that the Municipality, pursuant to its Section 163.021, Florida Statutes, and Article VIII, Section 2(b), Florida Constitutional, home rule powers and Section 163.01(12), Florida Statutes, of the Interlocal Agreement Act of 1969, has the authority to enter into this Agreement and to provide the services hereinafter described; and

WHEREAS, the TPA and the Municipality desire to enter into this Agreement to define the administrative services to be provided to the TPA by the Municipality and the duties and obligations of each party to the other are set forth therein.
NOW THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree as follows:

SECTION 1. RECITALS; DEFINITIONS.

1.1 Recitals. Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated into this Agreement by this reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

1.2 Definitions. The following terms shall be defined for purposes of this Agreement to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

a) "Administrative Services" – services provided by the Municipality to the TPA including advance of funds set up, bookkeeping, auditing, financial statements and recordkeeping, budget adoption or amendment, and advertising for public hearings for budget adoption or amendment, to assist the TPA in managing the continuing, cooperative and comprehensive transportation planning process for the urbanized areas within Palm Beach County.

b) "Agreement" – this Interlocal Agreement as it may be amended or extended from time to time.

c) "Municipality" – the Village of Royal Palm Beach, Florida, a Florida Municipal Corporation.

d) "Advanced Funding Amount" – An advance of funds by the Municipality to the TPA for the TPA’s access, use, withdrawal, deposit and reimbursement through federal, state or local grants during the initial term of this Agreement and any renewal terms. Said Advanced Funding Amount shall: be used by the TPA to accomplish its transportation planning and programming duties and administrative functions as mandated by State and Federal law including, but not limited to, operating its accounts payable, accounts receivable and payroll functions consistent with the adopted TPA Unified Planning Work Program ("UPWP") (2-year Budget); be in an amount not to exceed $300,000.00; be accounted for by the TPA separate and apart from other Municipality accounts; and be fully reimbursed by the TPA to the Municipality in accordance with Section 3 below.

e) "TPA" – The Palm Beach TPA is the federally designated transportation policymaking board for Palm Beach County, Florida.

SECTION 2. PURPOSE AND SCOPE.

2.1 The purpose of this Agreement is limited to setting the terms and conditions applicable to the Municipality’s provision of the Advanced Funding Amount and Administrative Services to the TPA. The Municipality has no other authority, express or implied, over the TPA Governing Board, the TPA Executive Director, or the TPA staff.

SECTION 3. TERM AND TERMINATION.
3.1 Effective Date and Term. The term of this Agreement shall begin on October 1, 2018, and shall continue up to and include September 30, 2023. The TPA shall file this fully executed Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Chapter 163, Part 1, Florida Statutes.

3.2 Extension of Term. This Agreement may be renewed for up to two (2) additional five (5) year periods upon mutual agreement of both parties. In the event either party elects not to renew the Agreement hereunder, said party shall notify the other in writing, in accordance with the provisions of Section 9.1 below, at least one hundred eighty (180) calendar days prior to the expiration of the then current term of the Agreement. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the Municipality.

3.3 Termination for Convenience. Either party may terminate this Agreement for convenience at any time with at least one hundred eighty (180) calendar days’ prior written notice to the other party of the decision to terminate this Agreement and the date of termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the Municipality.

3.4 Termination for Cause. If either party fails or refuses to perform any of its obligations under this Agreement or otherwise fails to timely satisfy the provisions of this Agreement, the non-performing party shall be notified in writing of its non-performance and be provided with no less than ninety (90) calendar days to cure its non-performance. In the event the non-performing party has not cured its breach within the time period specified, the other party may terminate this Agreement upon no less than ninety (90) calendar days’ additional written notice to the non-performing party of its intent to terminate and shall specify in such notice the effective date of the termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the Municipality.

3.5 Termination – Records and Payment.

a) Upon the effective date of termination of this Agreement, each party shall upon prior written request of the other party turn over to the other party without any charge, fee or cost, and within a reasonable period of time (not to exceed 90 calendar days) copies of all records held by it with respect to this Agreement in accordance with Florida law regarding the transfer of public records to a successor custodian; provided, that public records which are provided by Federal or Florida law as being exempt or confidential need not be turned over to the requesting party. The copies of public records turned over may be accomplished by computer copy in a program and format reasonably accessible by the party to whom the records are being turned over.

b) The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of any default of any of the terms hereunder; provided, however, that the maximum damages that can be obtained are as follows: (i) $300,000; (ii) plus any accrued Administrative Services charges due and
computed as set forth in Section 6.1 of this Agreement; and (iii) reasonable attorneys' fees not to exceed the amount needed to enforce the payment of the items in Section 3.5(i) and (ii).

c) After effective date of termination, this Agreement shall have no further continuing effect and the parties will not be obligated to each other, except for those obligations specifically noted as surviving the termination of this Agreement, those duties or responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination which have not been completed and are of a continuing nature or character.

d) Not later than thirty (30) calendar days after the effective date of the termination of this Agreement for any reason, the parties agree to approve and record in the Public Records of Palm Beach County, Florida, a notice that this Agreement is terminated.

e) This Section 3.5 shall survive the termination of this Agreement.

3.6 Annual Renewal of this Agreement. Notwithstanding any other provision of this Agreement, any Advanced Funding Amount is subject to review and renewal or termination annually within less than twelve (12) consecutive non-calendar months of the previous annual review and renewal by the TPA. If the TPA determines not to budget payment of the fee or charges for Administrative Services or not to utilize the Advanced Funding Amount as part of its budget or Unified Planning Work Program (UPWP) for the forthcoming fiscal year, the TPA shall promptly give notice to the Municipality of its determination to terminate the Agreement. The provisions of Sections 3.3 and 6.1 of this Agreement shall be applicable concerning the payment of the Administrative Services charge or fee and repayment of the Advanced Funding Amount.

SECTION 4. MUNICIPALITY RESPONSIBILITY.

4.1 The Municipality agrees to provide the Advanced Funding Amount to the TPA on or before October 10, 2018. The Municipality shall not charge interest or other fees related to the TPA's use of the Advanced Funding Amount other than the fee for Administrative Services outlined in paragraph 6.1 below.

4.2 The Municipality shall budget and appropriate for the Advanced Funding Amount in accordance with all applicable laws, and further shall include the Advanced Funding Amount in its annual audit performed by independent auditors. The parties agree to provide to each other and any other third party all information necessary to complete audits of the Advanced Funding Amount. The parties agree that audit reports shall be furnished to each other and other agencies as required by the Federal and State single audit guidelines.

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5.1 The TPA shall prepare and submit to the Municipality the adopted TPA UPWP (2-year budget) as mandated by Federal and State law by October 31st of each fiscal year. The TPA's UPWP shall include the cost of all Administrative Services to be provided by the Municipality to the TPA pursuant to this Agreement.
5.2 The TPA shall provide the Municipality with an audited financial statement related to the Advanced Funding Amount on or before March 31st of each fiscal year. Upon agreement of the Municipality, this date may be extended for good cause shown.

5.3 The TPA shall prepare and submit invoices in a timely manner for reimbursement of expenses from the TPA's state and federal transportation planning grants.

5.4 The TPA shall independently audit, at its own additional expense, the TPA financial records. The TPA shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including but not limited to the filing of applicable tax returns, has been completed in a timely manner.

SECTION 6. COMPENSATION.

6.1 In consideration for the Administrative Services provided by the Municipality, the TPA shall compensate the Municipality in the amount of $6,000.00 per fiscal year ($500.00 per month), to be paid on or before March 31st of each fiscal year for all previous months of Administrative Services rendered by the Municipality with regard to the Advanced Funding Amount. An explicit provision of this Agreement is that it is agreed that no interest shall be charged pursuant to or as a result of this Agreement or for the Advanced Funding Amount. It is agreed that the cost to the Municipality for Administrative Services for the provision of the Advanced Funding Amount is not easily calculated, and the parties agree that a reasonable estimate constituting a liquidated amount is $6,000 per fiscal year which should be assessed as a rate of $500 per month. The Administrative Services charge or fee shall be calculated but not payable on the last calendar day of each calendar month. The Municipality acknowledges and accepts the agreed upon fee or charge amount for Administrative Service as being reasonable reimbursement to the Municipality for the Administrative Services described in Section 4 above.

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Palm Beach TPA
2300 N. Jog Rd, 4th Floor
West Palm Beach, FL 33411

To the Municipality: Village Manager
Village of Royal Palm Beach, Florida
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

The addressee or address of a party may be changed by providing written notice to the other party.

(a) Notice shall be deemed to have been given upon receipt, if hand delivered, upon deposit with a recognized overnight courier, or when deposited in the U.S. certified mail, all if properly addressed as set forth above. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

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9.3 Federal Participation. It is understood and agreed by the parties that in order to permit TPA participation in the expenditure of Federal Planning Funds, this Agreement may be subject to the approval of Federal Highway Administration (“FHWA”), Federal Transit Administration (“FTA”) and FDOT. The parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal Planning Funds without the approval of FHWA and/or FTA or as otherwise provided for in this Agreement.

(a) The TPA and the Municipality agree that no federal appropriated funds in connection with this Agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or
cooperative agreement.

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(c) In accordance with 49 CFR §20.110 and 31 U.S.C. §1352, the parties agree to file a certification and disclosure form upon award of any federal contract, grant, or cooperative agreement exceeding one hundred thousand dollars ($100,000).

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9.5 **Federal Tax ID Number.** Each party will provide its Federal Tax ID Number to the other upon request.

9.6 **Construction of Agreement.** The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

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9.8 **Venue.** Venue for any action brought pursuant to this Agreement shall be in a court of competent jurisdiction in and for Palm Beach County, Florida, or if in Federal court in the U.S. District Court for the Fourth District of Florida. Any trial shall be non-jury.

9.9 **Severability.** Should any section, sentence, clause, or word of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

9.10 **Modifications.** This Agreement, together with any exhibits, attachments and schedules, constitutes the entire agreement between the TPA and the Municipality and supersedes all prior written or oral contracts, agreements and understandings, except as provided herein. The TPA's Chair and Executive Director are authorized to enter into Memorandums of Understanding ("MOUs") with the Municipality, through its Municipality Manager/Administrator, as provided in this Agreement. Municipality's Manager/Administrator is authorized to enter into MOUs with the TPA, through either the TPA's Chair or Executive Director, as provided in this Agreement. Said MOUs shall be for the purposes of reducing administrative inconvenience, inefficiencies, or costs and to clarify the parties' duties and responsibilities, except as may be otherwise provided.
herein. No MOU may amend or necessitate an amendment to either party’s budget unless it has first been approved by the TPA’s Governing Board and Municipality Commission/Council.

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[Remainder of this Page Intentionally Left Blank]
IN WITNESS WHEREOF, the undersigned parties have approved this Interlocal Agreement for Administrative Services and directed the undersigned officials to execute on their behalf.

Village of Royal Palm Beach, Florida

By: ____________________________
Fred Pinto, Mayor

Palm Beach MPO, d/b/a Palm Beach Transportation Planning Agency

By: ____________________________
Hal Valeche, Chair

ATTEST:

Diane DiSanto, MMC, Village Clerk

Approved this ___ day of ___, 2018.

ATTEST:

Margarita Pierce, Executive Assistant

Approved as to Terms and Conditions

Raymond C. Liggins, Village Manager

Approved as to Terms and Conditions

Nick Uhren, Executive Director

Approved as to Form and Legal Sufficiency

Jennifer G. Ashton, Village Attorney

Approved as to Form and Legal Sufficiency

Paul Gougelman, TPA General Counsel
August 3, 2018

Mr. Nick Uhren, PE, Executive Director
Palm Beach Transportation Planning Agency
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2749

Re: Interlocal Agreement for Administrative Services

Dear Mr. Uhren:

At the July 24, 2018 meeting, the Boca Raton City Council approved Resolution No. 106-2018 authorizing the execution of an Interlocal Agreement with the Palm Beach Transportation Planning Agency providing administrative services and advanced funding. Two copies of the Agreement are enclosed for signatures. A copy of the resolution is also included. Once fully executed, please retain a copy of the Agreement for your files and return the second copy to my office.

Please do not hesitate to contact me if you require additional information.

Sincerely,

Susan S. Saxton, CMC
City Clerk

Enclosures
A RESOLUTION OF THE CITY OF BOCA RATON

AUTHORIZING THE MAYOR AND CITY CLERK TO

EXECUTE AN INTERLOCAL AGREEMENT WITH THE

PALM BEACH TRANSPORTATION PLANNING AGENCY

FOR THE PURPOSE OF PROVIDING ADMINISTRATIVE

SERVICES AND ADVANCED FUNDING; PROVIDING FOR

SEVERABILITY; PROVIDING FOR REPEALER,

PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Boca Raton desires to enter into an Interlocal Agreement with
the Palm Beach Transportation Agency for the purpose of providing administrative services and
advanced funding; and

WHEREAS, such Interlocal Agreement has been prepared and a copy thereof is
attached hereto; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA

RATON
Section 1. That the Mayor and City Clerk be authorized to execute the Interlocal Agreement with the Palm Beach Transportation Planning Agency, a copy of which is attached hereto.

Section 2. That an advanced payment in an amount not to exceed $300,000 is hereby authorized.

Section 3. If any section, subsection, clause or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 4. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

Section 5. This resolution shall take effect 10 days after adoption.

PASSED AND ADOPTED by the City Council of the City of Boca Raton this 24th day of July, 2018.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Susan S. Saxton, City Clerk

Scott Singer Mayor

COUNCIL VOTE

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INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE SERVICES AND ADVANCED FUNDING
BETWEEN THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND CITY OF BOCA RATON, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____________, by and between the Palm Beach Metropolitan Planning Organization, doing business as the Palm Beach Transportation Planning Agency, an entity created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes (referred to herein as the "TPA"), and the City of Boca Raton, Florida, a Florida Municipal Corporation by and through its City Council (also referred to herein as the "City").

W I T N E S S E T H:

WHEREAS, Section 339.175(2), Florida Statutes, provides for the designation of at least one metropolitan planning organization for each urbanized area of the state; and

WHEREAS, the TPA is designated as the metropolitan planning organization for the urbanized areas within Palm Beach County, and the Governor, through the Florida Department of Transportation (referred to herein as "FDOT"), has entered into an Interlocal Agreement with Palm Beach County and other units of general purpose local government and special purpose government located within the affected urbanized areas and designated for membership on the TPA; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPA is an independent governmental entity separate and distinct from the state and the governing body of any entity that is represented on the Governing Board of the TPA or that is a signatory to the Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, under Chapters 163 and 166, Florida Statutes, the City is authorized to enter into interlocal agreements and to contract with the TPA and other governmental entities for the provision and exchange of certain services; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the TPA has the authority to contract with the City for the provision and exchange of certain services to accomplish its transportation planning and programming duties and administrative functions; and

WHEREAS, the TPA was created and operates pursuant to the Interlocal Agreement for Creation of a Metropolitan Planning Organization, recorded on October 26, 2015, in Official Records Book 27885, Page 1538, Public Records of Palm Beach County, Florida; and
WHEREAS, Section 5.02(f) of the aforementioned Interlocal Agreement for Creation of a Metropolitan Planning Organization, provides:

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

* * *

(f) The MPO shall have all such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

and

WHEREAS, pursuant to Section 5.02(f) of the Interlocal Agreement for Creation of a Metropolitan Planning Organization, the TPA has all powers set forth in Section 163.01, Florida Statutes, the Interlocal Agreement Act of 1969; and

WHEREAS, one of the "powers" set forth in Section 163.01(7)(b), Florida Statutes, is the power to "incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the parties to the [original] agreement [creating the TPA]..."; and

WHEREAS, the TPA is desirous of obtaining assistance from the City that will enable it to manage the continuous, cooperative and comprehensive transportation planning process as mandated by State and Federal law; and

WHEREAS, the City declares that entering into this Agreement serves a legitimate municipal purpose and that the City, pursuant to its Section 163.021, Florida Statutes, and Article VIII, Section 2(b), Florida Constitutional, home rule powers and Section 163.01(12), Florida Statutes, of the Interlocal Agreement Act of 1969, has the authority to enter into this Agreement and to provide the services hereinafter described; and

WHEREAS, the TPA and the City desire to enter into this Agreement to define the administrative services to be provided to the TPA by the City and the duties and obligations of each party to the other are set forth therein.

NOW THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree as follows:

SECTION 1. RECITALS; DEFINITIONS.

1.1 Recitals. Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated into this Agreement by this reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

1.2 Definitions. The following terms shall be defined for purposes of this Agreement to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:
a) "Administrative Services" – services provided by the City to the TPA including advance of funds set up, bookkeeping, auditing, financial statements and recordkeeping, budget adoption or amendment, and advertising for public hearings for budget adoption or amendment, to assist the TPA in managing the continuing, cooperative and comprehensive transportation planning process for the urbanized areas within Palm Beach County.

b) "Agreement" – this Interlocal Agreement as it may be amended or extended from time to time.

c) “City” – the City of Boca Raton, Florida, a Florida Municipal Corporation.

d) “Advanced Funding Amount” – An advance of funds by the City to the TPA for the TPA’s access, use, withdrawal, deposit and reimbursement through federal, state or local grants during the initial term of this Agreement and any renewal terms. Said Advanced Funding Amount shall: be used by the TPA to accomplish its transportation planning and programming duties and administrative functions as mandated by State and Federal law including, but not limited to, operating its accounts payable, accounts receivable and payroll functions consistent with the adopted TPA Unified Planning Work Program (“UPWP”) (2-year Budget); be in an amount not to exceed $300,000.00; be accounted for by the TPA separate and apart from other City accounts; and be fully reimbursed by the TPA to the City within one hundred eighty (180) days after the termination of this Agreement.

e) "TPA" – The Palm Beach TPA is the federally designated transportation policymaking board for Palm Beach County, Florida.

SECTION 2. PURPOSE AND SCOPE.

2.1 The purpose of this Agreement is limited to setting the terms and conditions applicable to the City’s provision of the Advanced Funding Amount and Administrative Services to the TPA. The City has no other authority, express or implied, over the TPA Governing Board, the TPA Executive Director, or the TPA staff.

SECTION 3. TERM AND TERMINATION.

3.1 Effective Date and Term. The term of this Agreement shall begin on October 1, 2018, and shall continue up to and include September 30, 2023. The TPA shall file this fully executed Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Chapter 163, Part 1, Florida Statutes.

3.2 Extension of Term. This Agreement may be renewed for up to two (2) additional five (5) year periods upon mutual agreement of both parties. In the event either party elects not to renew the Agreement hereunder, said party shall notify the other in writing, in accordance with the provisions of Section 9.1 below, at least one hundred eighty (180) days prior to the expiration of the then current term of the Agreement.
3.3 Termination for Convenience. Either party may terminate this Agreement for convenience at any time with at least one hundred eighty (180) calendar days' prior written notice to the other party of the decision to terminate this Agreement and the date of termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the City.

3.4 Termination for Cause. If either party fails or refuses to perform any of its obligations under this Agreement or otherwise fails to timely satisfy the provisions of this Agreement, the non-performing party shall be notified in writing of its non-performance and be provided with no less than ninety (90) days to cure its non-performance. In the event the non-performing party has not cured its breach within the time period specified, the other party may terminate this Agreement upon no less than ninety (90) days' additional written notice to the non-performing party of its intent to terminate and shall specify in such notice the effective date of the termination. Prior to but no later than the effective date of termination, the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the City.

3.5 Termination for Insufficient Advanced Funding. If the TPA determines that it will not receive adequate participation for administrative services and advanced funding from other cities to effectuate the changes in funding contemplated by this Agreement, this Agreement shall be terminated, and the Advanced Funding Amount and any accrued Administrative Service charge or fee up to the effective date of termination shall be promptly paid by the TPA to the City.

3.6 Termination – Records and Payment.

a) Upon the effective date of termination of this Agreement, each party shall upon prior written request of the other party turn over to the other party without any charge, fee or cost, and within a reasonable period of time (not to exceed 90 days) copies of all records held by it with respect to this Agreement in accordance with Florida law regarding the transfer of public records to a successor custodian; provided, that public records which are provided by Federal or Florida law as being exempt or confidential need not be turned over to the requesting party. The copies of public records turned over may be accomplished by computer copy in a program and format reasonably accessible by the party to whom the records are being turned over.

b) The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of any default of any of the terms hereunder; provided, however, that the maximum damages that can be obtained are as follows: (i) $300,000; (ii) plus any accrued Administrative Services charges due and computed as set forth in Section 6.1 of this Agreement; and (iii) reasonable attorneys' fees not to exceed the amount needed to enforce the payment of the items in Section 3.5(i) and (ii).
c) After effective date of termination, this Agreement shall have no further continuing effect and the parties will not be obligated to each other, except for those obligations specifically noted as surviving the termination of this Agreement, those duties or responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination which have not been completed and are of a continuing nature or character.

d) Not later than thirty (30) days after the effective date of the termination of this Agreement for any reason, the parties agree to approve and record in the Public Records of Palm Beach County, Florida, a notice that this Agreement is terminated.

e) This Section 3.5 shall survive the termination of this Agreement.

3.6 Annual Renewal of this Agreement. Notwithstanding any other provision of this Agreement, any Advanced Funding Amount is subject to review and renewal or termination annually within less than twelve (12) consecutive non-calendar months of the previous annual review and renewal by the TPA. If the TPA determines not to budget payment of the fee or charges for Administrative Services or not to utilize the Advanced Funding Amount as part of its budget or Unified Planning Work Program (UPWP) for the forthcoming fiscal year, the TPA shall promptly give notice to the City of its determination to terminate the Agreement. The provisions of Sections 3.3 and 6.1 of this Agreement shall be applicable concerning the payment of the Administrative Services charge or fee and repayment of the Advanced Funding Amount.

SECTION 4. CITY RESPONSIBILITY.

4.1 The City agrees to provide the Advanced Funding Amount to the TPA on or before October 10, 2018. The City shall not charge interest or other fees related to the TPA’s use of the Advanced Funding Amount other than the fee for Administrative Services outlined in paragraph 6.1 below.

4.4 The City shall budget and appropriate for the Advanced Funding Amount in accordance with all applicable laws, and further shall include the Advanced Funding Amount in its annual audit performed by independent auditors. The parties agree to provide to each other and any other third party all information necessary to complete audits of the Advanced Funding Amount. The parties agree that audit reports shall be furnished to each other and other agencies as required by the Federal and State single audit guidelines.

SECTION 5. TPA RESPONSIBILITY.

5.1 The TPA shall prepare and submit to the City the adopted TPA UPWP (2-year budget) as mandated by Federal and State law by October 31st of each fiscal year. The TPA’s UPWP shall include the cost of all Administrative Services to be provided by the City to the TPA pursuant to this Agreement.

5.2 The TPA shall provide the City with an audited financial statement related to the Advanced Funding Amount on or before March 31st of each fiscal year. Upon agreement of the City, this date may be extended for good cause shown.
5.3 The TPA shall prepare and submit invoices in a timely manner for reimbursement of expenses from the TPA's state and federal transportation planning grants.

5.4 The TPA shall independently audit, at its own additional expense, the TPA financial records. The TPA shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including but not limited to the filing of applicable tax returns, has been completed in a timely manner.

SECTION 6. COMPENSATION.

6.1 In consideration for the Administrative Services provided by the City, the TPA shall compensate the City in the amount of $6,000.00 per fiscal year ($500.00 per month), to be paid on or before March 31st of each fiscal year for all previous months of Administrative Services rendered by the City with regard to the Advanced Funding Amount. An explicit provision of this Agreement is that it is agreed that no interest shall be charged pursuant to or as a result of this Agreement or for the Advanced Funding Amount. It is agreed that the cost to the City for Administrative Services for the provision of the Advanced Funding Amount is not easily calculated, and the parties agree that a reasonable estimate constituting a liquidated amount is $6,000 per fiscal year which should be assessed as a rate of $500 per month. The Administrative Services charge or fee shall be calculated but not payable on the last calendar day of each calendar month. The City acknowledges and accepts the agreed upon fee or charge amount for Administrative Service as being reasonable reimbursement to the City for the Administrative Services described in Section 4 above.

6.3 Payments from the TPA shall be made to the City at the address provided in the notice section contained herein.

SECTION 7. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY.

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The TPA and the City are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

SECTION 8. RECORD-KEEPING AND RETENTION.

8.1 Each party shall retain all records related to this Agreement and any Administrative Services funded hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed.

8.2 Section 8.1 shall survive the expiration or termination of this Agreement.
SECTION 9. GENERAL PROVISIONS.

9.1 Notice. Notice under this Agreement shall be given prepaid or postage paid by: (a) U.S. certified mail, return receipt requested; (b) recognized national overnight courier (i.e. USPS, Federal Express, United Parcel Service); or (c) hand delivery, addressed as follows:

To the TPA:  
Executive Director  
Palm Beach TPA  
2300 N. Jog Rd, 4th Floor  
West Palm Beach, FL 33411

To the City:  
City Manager  
City of Boca Raton, Florida  
201 W Palmetto Park Road  
Boca Raton, FL 33432

The addressee or address of a party may be changed by providing written notice to the other party.

(a) Notice shall be deemed to have been given upon receipt, if hand delivered, upon deposit with a recognized overnight courier, or when deposited in the U.S. certified mail, all if properly addressed as set forth above. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

9.2 Assignment. This Agreement and the Administrative Services to be provided hereunder shall not be assigned, subcontracted, or sublet by either party without the express written permission of the other party, which may be denied for any reason or no reason.

9.3 Federal Participation. It is understood and agreed by the parties that in order to permit TPA participation in the expenditure of Federal Planning Funds, this Agreement may be subject to the approval of Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA") and FDOT. The parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal Planning Funds without the approval of FHWA and/or FTA or as otherwise provided for in this Agreement.

(a) The TPA and the City agree that no federal appropriated funds in connection with this Agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
(b) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying."

(c) In accordance with 49 CFR §20.110 and 31 U.S.C. §1352, the parties agree to file a certification and disclosure form upon award of any federal contract, grant, or cooperative agreement exceeding one hundred thousand dollars ($100,000).

9.4 Asset Management. All equipment and supplies purchased by the TPA with federal and/or state grant funds are the property of the TPA. The City shall have no authority, right, claim or interest over the TPA's assets and inventory thereof. The TPA shall adopt and implement an asset management program that will address the tracking and annual inventory of items required by and in accordance with state and federal law.

9.5 Federal Tax ID Number. Each party will provide its Federal Tax ID Number to the other upon request.

9.6 Construction of Agreement. The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

9.7 Governing Laws. This Agreement shall be governed, construed and interpreted under the laws of the State of Florida.

9.8 Venue. Venue for any action brought pursuant to this Agreement shall be in a court of competent jurisdiction in and for Palm Beach County, Florida, or if in Federal court in the U.S. District Court for the Fourth District of Florida. Any trial shall be non-jury.

9.9 Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorneys' and paralegals' fees and costs.

9.10 Severability. Should any section, sentence, clause, or word of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

9.11 Modifications. This Agreement, together with any exhibits, attachments and schedules, constitutes the entire agreement between the TPA and the City and supersedes all prior written or oral contracts, agreements and understandings, except as provided herein. The TPA's Chair and Executive Director are authorized to enter into Memorandums of Understanding ("MOUs") with the City, through its City Manager/Administrator, as provided in this Agreement. City's Manager/Administrator is authorized to enter into MOUs with the TPA, through either the TPA's Chair or Executive Director, as provided in this Agreement. Said MOUs shall be for the purposes of reducing administrative inconvenience, inefficiencies, or costs and to clarify the parties' duties and responsibilities, except as may be otherwise provided herein. No
MOU may amend or necessitate an amendment to either party's budget unless it has first been approved by the TPA's Governing Board and City Commission/Council.

9.12 **Execution of Agreement.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument.

9.13 **No Third-Party Beneficiaries.** The parties acknowledge that this Agreement is not intended to be a third-party beneficiary contract and neither creates rights in nor confers rights to anyone other than the TPA and the City.

[Remainder of this Page Intentionally Left Blank]
IN WITNESS WHEREOF, the undersigned parties have approved this Interlocal Agreement for Administrative Services and directed the undersigned officials to execute on their behalf.

City of Boca Raton, Florida,
By its City Council

By: ____________________________
Scott Singer, Mayor

Palm Beach MPO, d/b/a Palm Beach Transportation Planning Agency

By: ____________________________
Hal Valeche, Chair

ATTEST:

Susan Saxton, City Clerk

Approved this ___ day of July, 2018.

Approved as to Terms and Conditions

Leif J. Ahnell, City Manager

Approved as to Form and Legal Sufficiency

Diana Grub Frieser, City Attorney

ATTEST:

Margarita Pierce, Executive Assistant

Approved this ___ day of ____, 2018.

Approved as to Terms and Conditions

Nick Uhren, Executive Director

Approved as to Form and Legal Sufficiency

Paul Gougelman, TPA General Counsel
## FDOT Roll-Forward Summary into FY 2019 of Transportation Improvement Program (TIP)

Difference between current TIP FY 2019 and proposed FY 2019 after Roll-Forward

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<td>4124203</td>
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<td>4157481</td>
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<td>4316471</td>
<td>CRESTWOOD BLVD. FROM SARATOGA BLVD. TO ROYAL PALM BEACH BL</td>
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<td>4306882</td>
<td>SR-882/FOREST HILL BOULEVARD AT 16TH PLACE SOUTH</td>
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<td>SR-710/BEELINE HWY FROM NORTHLAKE BLVD TO SR-708/BLUE HERON BLVD</td>
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### FDOT Roll-Forward Summary into FY 2019 of Transportation Improvement Program (TIP)

Difference between current TIP FY 2019 and proposed FY 2019 after Roll-Forward

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<td>4351723</td>
<td>ROADSIDE IMPROVEMENT FOR TPK MAINLINE FROM MP 103.70 TO 106.11</td>
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<td>TOLL EQUIPMENT PROGRAM - CAPITAL</td>
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<td>4170317</td>
<td>SFCC CORRIDOR TRANSIT ALT, FROM WEST PALM BEACH TO JUPITER</td>
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<td>SR-5/US-1 FROM S OF BEACH ROAD TO JUST N OF COUNTYLINE ROAD</td>
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<td>4339071</td>
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<td>SR-9/I-95 @ SR-80/SOUTHERN BLVD. INTERCHG. ULTIM. IMPRVMNT.</td>
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<td>SR-5/US-1/FEDERAL HWY FROM NORTH OF GEORGE BUSH BLVD TO C-16 CANAL</td>
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<td>THERMOPLASTIC FOR GLADES RD INTERSECTION IMPROVEMENTS</td>
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<td>THERMOPLASTIC FOR GLADES RD NB EXIT RAMP IMPROVEMENTS (MP 75)</td>
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<td>TAMARIND AVENUE FROM BANYAN BLVD. TO PALM BEACH LAKES BLVD</td>
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<td>4279381</td>
<td>SR-7/US-441 FROM BROWARD/PB CO/LINE TO SOUTH OF SR-80/GLADES ROAD</td>
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<td>CLINT MOORE ROAD FROM CONGRESS AVE TO NW 2ND AVE</td>
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<td>SR-809/MILITARY TRL FROM LAKE WORTH RD TO S OF SR-80/SOUTHERN BL</td>
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<td>RESURFACE TPK MAINLINE (MP 94.5 - 102.5) (PALM BEACH COUNTY)</td>
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<td>BOCA RATON TOLLS DATA CENTER IMPROVEMENT</td>
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<td>THERMOPLASTIC OF PGA BLVD / TPK INTERCHANGE IMPROVEMENTS (MP 109)</td>
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<td>4421423</td>
<td>HURRICANE IRMA DISASTER RECOVERY - SIGNAL REPAIR/GENERATORS</td>
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<td>4331092</td>
<td>SR-9/I-95 FROM LINTON BLVD. TO IMAINTOWN RD.</td>
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<td>4,813</td>
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# Project Name | Current 2019 | Roll-Forward 2019 | Difference
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4429226 OVERTSIGHT OF REPAIR WORK TO WEST PALM BEACH SERVICE PLAZA (MP 94) | - | 4,000 | 4,000
4292802 PALM BEACH COUNTY PRIMARY THERMOPLASTIC STRIPING | - | 3,390 | 3,390
4276531 CR-A1A FROM JUPITER BEACH ROAD TO SR 5 / US 1 | - | 3,267 | 3,267
4310792 THERMOPLASTIC OF TPK RESURFACING FROM GLADES RD TO S OF ATLANTIC AVE | - | 3,201 | 3,201
4223492 THERMOPLASTIC FOR RAMP BRIDGE REPLACEMENT AT PGA | - | 3,181 | 3,181
2296584 SR-806/ATLANTIC AVE FROM WEST OF SR-7/US-441 TO EAST OF LYONS ROAD | 1,911,268 | 1,914,431 | 3,163
4331091 SR-9/I-95 FROM BROWARD/PALM BEACH COUNTY LINE TO LINTON BLVD. | 500,000 | 503,098 | 3,098
4319206 WEST PALM BEACH OPERATIONS CENTER - ROOF SYSTEM REPLACEMENT | - | 3,000 | 3,000
4426044 HURRICANE IRMA PERMANENT SIGN REPAIR - SR-80 AT HATTON HWY AND SR-70C | - | 2,948 | 2,948
4293332 THERMOPLASTIC FOR OKEECHOBEE BLVD SB RAMP IMPROVEMENT (MP 99) | - | 2,205 | 2,205
4238092 BLUEGILL TRAIL FR. GRASSY WATERS PRSV./N. LAKE BLVD TO N. OF PGA BLVD. | - | 2,109 | 2,109
4383861 SR-5/US-1 FROM CAMINO REAL RD TO SR-716/INDIANTOWN RD | - | 2,000 | 2,000
4367581 WEST PALM BEACH MATERIAL LAB | - | 2,000 | 2,000
4319203 PALM BEACH OPERATIONS CENTER | - | 2,000 | 2,000
4353861 US-27/SR-25 INTERSECTION WITH SR-80 | - | 1,985 | 1,985
4330701 23RD STREET FROM TAMARIND AVENUE TO SPRUCE AVENUE | - | 1,860 | 1,860
4327901 PALM BEACH OPERATIONS CONTINUING CEI SUPPORT | - | 1,770 | 1,770
4193481 SR-710 FROM PBC/MARTIN CO /LINE TO CONGRESS AVE | - | 1,711 | 1,711
4182141 WIDEN TPK-PALM BEACH C/L TO GLADES RD (MP73-75) (6-10 LNS) W/EL | 1,300,000 | 1,301,664 | 1,664
4316481 PATCH REEF TRAIL FR. VERDE TRAIL SOUTH TO S. OF TOWN CENTER RD. | - | 1,657 | 1,657
4339144 LANDSCAPING FOR TPK MAINLINE AT GLADES RD INTERCHANGE (MP 75) | - | 1,500 | 1,500
4426241 SAFETY IMPROVEMENTS TO TPK MAINLINE IN PALM BEACH CNTY (MP 112-117) | - | 1,500 | 1,500
4139081 SUNPASS CAPITAL ASSE TS | - | 1,500 | 1,500
4139212 VIDEO TOLLING | - | 1,500 | 1,500
4224186 WEST PALM BEACH SERVICE PLAZA MODIFICATIO N (MP 94) | - | 1,500 | 1,500
4426251 WEST PALM BEACH SERVICE PLAZA PARKING IMPROVEMENTS (MP 94) | - | 1,500 | 1,500
4421428 HURRICANE IRMA RECOVERY - PALM BEACH OPS FACILITIES REPAIR/REPLACEMENT | - | 1,500 | 1,500
4393081 SEWER CONNECTION AT JUPITER TOLL PLAZA (SR 706) (TPK MP 116) | - | 1,500 | 1,500
4204121 SR-5/US-1 FROM S. OF HARBORSIDE DR TO BOND WAY IN DELRAY BCH | - | 1,203 | 1,203
4426051 HURRICANE IRMA RECOVERY-BELLE GLADE OPS FACILITIES REPAIR/REPLACEMENT | - | 1,000 | 1,000
FDOT Roll-Forward Summary into FY 2019 of Transportation Improvement Program (TIP)
Difference between current TIP FY 2019 and proposed FY 2019 after Roll-Forward

<table>
<thead>
<tr>
<th>#</th>
<th>Project Name</th>
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<th>Difference</th>
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<tbody>
<tr>
<td>4271472</td>
<td>THERMOPLASTIC FOR RESURFACE MAINLINE MP 102.5 TO MP 103.7 NB &amp; SB</td>
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<td>THERMOPLASTIC FOR RESURFACE TPK MP83-MP86.5 N OF ATLANTIC- S BOYNTON</td>
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<td>GLADES RD INTERSECTION IMPROVEMENTS</td>
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<td>HURRICANE IRMA PERMANENT SIGN REPAIR - SR-794 AT MP 2.2</td>
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<td>SR-806/ATLANTIC AVE FROM SOUTHBOUND US-1 TO NORTHBOUND US-1</td>
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<td>4426045</td>
<td>HURRICANE IRMA PERMANENT SIGN REPAIR - SR-5 BETWEEN MP 8.4 AND 9.1</td>
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<td>SR-808/GLADES RD FROM WB ON RAMP TO SB SR-9/I-95</td>
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<td>SR-9/I-95 @ SR-706/INDIANTOWN RD. INTERCHANGE</td>
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</table>
August 21, 2018

Mr. Nick Uhren, Executive Director
Palm Beach Transportation Planning Agency
Fourth Floor
2300 North Jog Road
West Palm Beach, FL 33411

SUBJECT: Palm Beach Transportation Planning Agency
TIP Amendment Request FY 2018/19 – 2022/23
FM No. 442891-1, SR-5/US-1 Over Earman River Bridge

Dear Mr. Uhren:

Pursuant to Title 23 and Title 49, the Florida Department of Transportation requests your processing and approval of the attached amendment to the FY 2018/19 – 2022/23 Transportation Improvement Program. This amendment is required because a new project has been added to the work program and needs to be reflected in the TIP. This Transportation Improvement Program Amendment is consistent with the Adopted Long Range Transportation Plan and the adopted TIP remains financially constrained.

If you have any questions or need additional information, please contact Yanique Kelly at (954) 777-4561.

Sincerely,

Yanique Kelly
MPO Liaison Planning Specialist
District Four

The above TIP amendment was authorized to be included in the FY 2018/19-2022/23 Transportation Improvement Program.

Mr. Nick Uhren
Director

www.dot.state.fl.us
The TIP Amendment is consistent with the Adopted Long Range Transportation Plan and remains financially constrained.

TIP amendment criteria:

- √ The change adds new individual projects to the current TIP
- The change adversely impacts financial constraint
- The change results in major scope changes
- The change removes or deletes an individually listed project from the TIP
- The change results in a cost increase that is greater than 20% AND greater than $2 million.
- Other

Project Name: SR-5/US-1 OVER EARMAN RIVER BRIDGE

Notes: Managed by FDOT

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### US-1/SR 5 OVER EARMAN RIVER BRIDGE - Proj# 4428911

**Type of Work:** BRIDGE REPLACEMENT  
**Lead Agency:** FDOT  
**LRTP#: pg 35**

**Description:** Replacement of existing bridge, including sidewalks.

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**Prior Years Cost:** 6,787,973  
**Future Years Cost:** 6,787,973  
**Total Project Cost:** 8,100,720
August 24, 2018

Mr. Nick Uhren, P.E.
Executive Director
Palm Beach Transportation Planning Agency
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2749

Re: 2040 LRTP and FY 2019-23 TIP Amendment Request

Dear Mr. Uhren:

The Florida Department of Transportation (FDOT) Florida’s Turnpike Enterprise requests the following changes be made to the Palm Beach Transportation Planning Agency’s (TPA’s) 2040 Long Range Transportation Plan (LRTP):

(1) Widen the Turnpike from the Palm Beach County Line to Glades Road (MP 73 - 75) from 6 to 10 lanes with Express lanes. Construction is anticipated in FY 2025 at an estimated cost of $301 million. FPN # 418214-1

(2) Widen the Turnpike from Glades Road to Atlantic Avenue (MP 76.4 - 81.6) from 6 to 10 lanes with Express lanes. Construction is anticipated in FY 2030 at an estimated cost of $309 million. FPN # 417132-1

(3) Widen the Turnpike from Atlantic Avenue to Boynton Beach Boulevard (MP 81.6 - 86) from 6 to 10 lanes with Express lanes. Construction is anticipated in FY 2024 at an estimated cost of $261 million. FPN # 437169-1

(4) Widen the Turnpike from Boynton Beach Boulevard to Lake Worth Road (MP 86 - 93) from 4 to 8 lanes with Express lanes. Construction is anticipated in FY 2019 at an estimated cost of $196 million. FPN # 406144-1
(5) Widen the Turnpike from West Palm Beach Service Plaza to SR 710 (MP 94.5 – 106.1) from 4 to 8 lanes with Express lanes. Construction is anticipated in FY 2024 at an estimated cost of $476 million. FPN # 406143-1

(6) Widen the Turnpike from SR 710 (MP 106.1) to MP 117 from 4 to 8 lanes. Construction is anticipated in FY 2024 at an estimated cost of $354 million. FPN # 415748-1

The cost estimates include Construction, CEI, and Post Design Services.

Additionally, the table titled “Florida’s Turnpike Capacity Program” on page 92 of the LRTP should be updated to reflect the revised construction dollars. The cell titled Years 2015-19 should reflect $196, the cell titled Years 2021-2025 should reflect $1,392, the cell titled Years 2026-2030 should reflect $309, and the cell labeled Total should be $1,897.

We request that the FY 2019-23 Transportation Improvement Program (TIP) be amended to revise the project description and cost estimate for the Turnpike widening from Boynton Beach Boulevard to Lake Worth Road from 4 to 8 lanes with express lanes (FPN # 406144-1).

Thank you for your assistance with this matter. If you have any questions, please contact me at (407) 264-3023 or email at David.Cooke@dot.state.fl.us or Victoria Williams, MPO Liaison at (954) 934-1104 or Victoria.Williams@dot.state.fl.us.

Sincerely,

[Signature]

David J. Cooke
Turnpike Planning Manager

Cc: Jennifer Stults
    Victoria Williams
    Tim George
    Craig Bostic
TPA RESOLUTION 2018-

RESOLUTION APPROVING AMENDMENT NO. 8 TO THE PALM BEACH TRANSPORTATION PLANNING AGENCY’S 2040 LONG RANGE TRANSPORTATION PLAN; REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION ACCOMMODATE THE REQUESTS AS OUTLINED HEREIN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO), doing business as the Palm Beach Transportation Planning Agency (TPA), has been designated as the official MPO for the Palm Beach County urbanized area to carry out the federally mandated metropolitan transportation planning process pursuant to 23 CFR 450; and

WHEREAS, the Directions 2040 Long Range Transportation Plan (LRTP) is the official multimodal transportation plan defining the transportation demands, goals, objectives, desired projects and a fiscally constrained list of transportation projects to be funded with federal and state sources for no less than a 20-year planning horizon; and

WHEREAS, the TPA developed and adopted the Directions 2040 LRTP in October 2014 and now wishes update it through the metropolitan planning process; and

WHEREAS, the Florida Department of Transportation (FDOT) has requested amendments to Turnpike projects programmed in the Strategic Intermodal System and Turnpike section of the Directions 2040 LRTP.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The TPA Governing Board approves Amendment #8 to the LRTP, a copy of which is attached hereto as Exhibit A.

2. The TPA Governing Board requests FDOT accommodation of the following:
   a. Provision of non-motorized trail crossings under the widened Turnpike South of Indiantown Road, South of Beeline Highway, at Winding Waters Natural Area and at any other locations where regional trail facilities can be connected;
   b. Provision of premium pedestrian and bicycle facilities at all rebuilt interchanges and bridges;
c. Consideration of safety issues associated with mainline widening and the potential to limit usefulness of the corridor for older drivers;

d. Consideration of flexible use of any excess toll revenues to construct and operate alternate forms of transportation (transit services, bike facilities, pedestrian facilities);

e. Opportunity for TPA review of access points for the express lane system as it is developed; and

f. Opportunity for TPA review of interchange modification designs as they are developed.

3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by ___________________who moved its adoption. The motion was seconded by ___________________, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this _____ day of ____________, 2018.

PALM BEACH MPO,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: ________________________________
Commissioner Hal Valeche, as its Chair

ATTEST:

______________________________
TPA Executive Assistant

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

______________________________
TPA General Counsel
## Proposed Turnpike Improvements

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<tr>
<th>Map #</th>
<th>TIP #</th>
<th>Facility Name</th>
<th>From</th>
<th>To</th>
<th>Improvement</th>
<th>Capital Cost ($ Millions)</th>
<th>2015-2019</th>
<th>2020</th>
<th>2021-2025</th>
<th>2026-2030</th>
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<td>H-59</td>
<td>4182141</td>
<td>Turnpike Mainline</td>
<td>Broward/PBC Line (Mile Post 73)</td>
<td>Boynton Bch Blvd (Mile Post 86)</td>
<td>Widen 6L to 8L</td>
<td>$297.8</td>
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<td>4182141</td>
<td>Turnpike Mainline</td>
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<td>H-45</td>
<td>4061441</td>
<td>Turnpike Mainline</td>
<td>Boynton Bch Blvd (Mile Post 86)</td>
<td>Okeechobee Blvd/Jog Rd (Mile Post 98)</td>
<td>Widen 4L to 6L</td>
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<td>Turnpike Mainline</td>
<td>Boynton Beach Blvd (MP 86)</td>
<td>Lake Worth Rd (MP 93)</td>
<td>Widen 4L to 8L with express lanes</td>
<td>$196.0</td>
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<td>H-27</td>
<td>4061431</td>
<td>Turnpike Mainline</td>
<td>West Palm Beach Service Plaza (MP 94.5)</td>
<td>Bee Line Hwy/SR-710 (106.1)</td>
<td>Widen 4L to 8L with express lanes</td>
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<td>H-27</td>
<td>4157481</td>
<td>Turnpike Mainline</td>
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<td>Indiantown Rd (MP 117)</td>
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<td>4397411</td>
<td>Turnpike @ Hypoluxo Rd</td>
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<td>New Interchange</td>
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<td>$113.1</td>
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Note: D = Design (Preliminary Engineering PD)  R = Right of Way Acquisition  C = Construction
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<th>2022</th>
<th>2023</th>
<th>Total</th>
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<td>FLORIDA TPK FROM N OF BONYTON BEACH BLVD TO LAKE WORTH RD - Proj# 4061441</td>
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<td>Lead Agency: FDOT</td>
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<td>LRTP#: Pages 112-116</td>
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<td>Description: Widen Florida’s Turnpike from 4 lanes to 6-8 lanes with express lanes from N of Boynton Beach Blvd to Lake Worth Rd.</td>
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<td>Future Years Cost</td>
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LIST OF PRIORITY PROJECTS
FY 2020-2024
TPA BOARD FINAL REVIEW - 9/20/18
SEPTEMBER COMMITTEE MEETINGS
Overview

The Palm Beach Transportation Planning Agency (TPA) Transportation Improvement Program (TIP) for Fiscal Years 2020 through 2024 begins with approval of a list of Priority Projects. Pursuant to s. 339.175(8), F.S., the TPA must transmit the project list to the Florida Department of Transportation (FDOT) by October 1 of each year. Due to an expedited Florida Legislative session, the deadline for transmittal of the project list is August 1st this year. FDOT uses the Priority Project list to develop their Five Year Work Program and the TPA uses the list to develop the TIP.

The Palm Beach TPA expects all currently programmed Priority Projects to advance to implementation unless otherwise indicated. For this reason, all previous Priority Projects that have not yet been implemented continue to be shown on the project list. If the lead agency for a Priority Project cannot complete the programmed phase and advance the project to the next logical phase, it is incumbent upon the agency to provide an explanation to the Palm Beach TPA.

The Priority Projects are divided into three categories consistent with the adopted 2040 Long Range Transportation Plan (LRTP) and the funding sources assumed in the financial plan of the LRTP and the addition of a fourth category to account for available funding through the Shared-Use Nonmotorized (SUN) Trail Network Program. The TPA Board also adopted Resolution TPA 2015-04 on June 18, 2015 to further clarify the funding expectations for implementation of TPA Priority Projects as summarized below. The resolution noted that Strategic Intermodal System (SIS) Projects identified by FDOT are to be funded primarily with SIS revenue, other minor projects (e.g. local projects, FDOT safety projects, etc.) are to be funded with discretionary resources, and the implementation of these projects shall create no adverse impacts on implementation of TPA Priority Projects.

- **Major Highway, Transit and Freight Projects** are to be funded with a portion of SA Funds, DDR Funds, DS Funds and DPTO Funds. The portion of funding available for Major TPA Priority Projects is expected to be the remaining revenue from these sources after satisfying operations and maintenance requirements, district-managed SIS commitments, and statutory obligations to other modes of transportation.
- **Local Initiative Projects** are to be funded with the TPA’s suballocated share of Surface Transportation Program funds (SU) where possible. Some SU funds are used towards furthering Major Highway, Transit, and Freight projects if needed.
- **Transportation Alternative Projects** are to be funded with the federal Transportation Alternative (TA) revenue.
- **SUNTrail Projects** are to be funded through the annual allocation from the redistribution of new state vehicle tag revenues.

The projects on each list are consistent with the goals, objectives and values of the LRTP and further emphasize preserving the existing transportation infrastructure, enhancing Florida’s economic competitiveness, and improving travel choices to ensure mobility. Eligible projects were evaluated and ranked pursuant to the Goals, Objectives and Values of the adopted LRTP and the project scoring sheets used to implement the LRTP, both of which have been attached as Appendix A.

The TPA prepared and adopted the following list of Priority Projects that is multimodal in nature and provides overall direction to FDOT in allocating funds. The public involvement process included presentation and discussion of the project list at meetings open to the public; agendas for these meetings were provided to the local news media and posted on the TPA website. The advisory committees will review the Priority Project list on September 5-6, 2018 and the TPA Board is expected to adopt the annual list of Priority Projects at its September 20, 2018 meeting.
**Major Highway, Transit and Freight Projects**

**Project Selection Process**

Major highway, transit and freight projects are selected from the list of cost feasible projects in the adopted Long Range Transportation Plan (LRTP). Projects were identified based on the priority order in the LRTP, the output of the Congestion Management Process (CMP) and the priorities of the public transit providers. Candidate projects were scored based on the Goals, Objectives and Values of the adopted LRTP and the project scoring sheets used to implement the LRTP.

**Project Funding**

Major Highway, Transit and Freight Projects are to be funded with a portion of:

- State Comprehensive Enhanced Transportation System District Dedicated Revenue (DDR) funds to be expended within Palm Beach County pursuant to s. 206.608(2), F.S.;
- State fuel sales tax funds, State Primary funds for highways and public transit (DS), State Public Transportation Office (DPTO) funds to be expended for any legitimate state transportation purpose, with a required minimum for public transportation; and
- FDOT’s allocated share of Surface Transportation Program (SA) funds not sub-allocated to the TPA;

Funding available for Major TPA Priority Projects is expected to be the remaining revenue from these sources after satisfying operations and maintenance requirements, district-managed SIS commitments, and statutory obligations to other modes of transportation.

**Target 5-Year Funding Level from LRTP:** ~$200M

**Actual 5-Year Funding Level in FY 19-23 TIP:** ~$81.6M

**Highlights and Explanatory Notes for the FY 20-24 Major Project Priority Project List:**

- Split of US 1: Camino Real Rd to Indiantown Rd (4383861) into multiple projects from Tier 1 of the US 1 corridor study
<table>
<thead>
<tr>
<th>Rank</th>
<th>Lead Agency</th>
<th>Proj. No.</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>Needs</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1</td>
<td>AAF/ Brightline</td>
<td>4353432</td>
<td>FEC Railroad Crossings from 15th St in West Palm Beach to Martin County Line</td>
<td>Install Safety/Quiet Zone infrastructure on FEC corridor</td>
<td>$2,239</td>
<td>$1,489</td>
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<td>CST with Brightline phase 2</td>
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<td>2</td>
<td>SFRTA</td>
<td>4297671</td>
<td>Tri Rail Northern Layover Facility: CSX tracks E of I-95 in Mangonia Park/WPB</td>
<td>Construct new facility to enhance O&amp;M for existing system and support Jupiter extension</td>
<td>$36,150</td>
<td>$32,616</td>
<td>CAP</td>
<td>$3,534</td>
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<td>3</td>
<td>FDOT/ SFRTA</td>
<td>4170317</td>
<td>Tri Rail: West Palm Beach to Jupiter</td>
<td>Extend commuter rail service onto the FEC corridor via the Northwood Crossover and construct 5 new stations – 45th St, 13th St, Park Ave, PGA Blvd, and Toney Penna Dr.</td>
<td>$109,522</td>
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<td>$107,000</td>
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<td>4</td>
<td>Palm Tran</td>
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<td>Palm Tran - support facility on Congress Ave in Delray Beach</td>
<td>Expand existing administrative and maintenance facilities</td>
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<td>$1,271</td>
<td>CAP</td>
<td>$19,823</td>
<td>CAP</td>
<td>$3,900</td>
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<td>5</td>
<td>SFRTA</td>
<td>430458.1 &amp; .2</td>
<td>Tri Rail on east side of Military Tr S of Glades Rd</td>
<td>Construct second Tri Rail station in Boca Raton on CSX/SFR corridor</td>
<td>$28,333</td>
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<td>6</td>
<td>FDOT</td>
<td>2296584</td>
<td>Atlantic Ave from SR 7 to W of Lyons Rd</td>
<td>Widen from 2 to 4 lanes</td>
<td>$31,605</td>
<td>$1,571</td>
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<td>$1,911</td>
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<td>7</td>
<td>FDOT/ Palm Tran</td>
<td>438861</td>
<td>US 1: Camino Real Rd to Indiantown Rd</td>
<td>New express bus service with associated multimodal corridor improvements</td>
<td>$190,061</td>
<td>$787</td>
<td>PE</td>
<td>$755</td>
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<td>7a</td>
<td>TPA/Boca Raton</td>
<td>TBD</td>
<td>US 1: SW 18th St to NE 8th St (Mizner Blvd)</td>
<td>TPA/City to evaluate 1-way pair concept and a downtown bypass with &quot;complete streets&quot;</td>
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<td>FDOT/ Lake Worth</td>
<td>TBD</td>
<td>US 1: Dixie/Federal Junction to West Palm Beach Canal</td>
<td>Lane Repurposing from 4L to 2L/3L, add bike lanes and bus queue jump lanes</td>
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<td>US 1: Quadrille to 25th St</td>
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<td>7d</td>
<td>FDOT</td>
<td>TBD</td>
<td>US 1: 59th St in WPB to Northlake Blvd</td>
<td>Reconstruct: Keep 4L but add bike lanes and medians</td>
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<td>FDOT/ N Palm Beach</td>
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<td>US 1: Northlake to NPB Drawbridge</td>
<td>Lane Repurposing from 6L to 4L with separated bike lanes and furnishing zone</td>
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<td>8</td>
<td>Lake Worth</td>
<td>4420941</td>
<td>Boutwell Rd from Lake Worth Rd to 10th Ave N</td>
<td>Add turn lanes and other operational improvements</td>
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<td>Atlantic Ave from W of Lyons Rd to Jog Rd</td>
<td>Widen from 4 to 6 lanes</td>
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<td>FDOT/ Palm Tran</td>
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<td>Okeechobee Blvd from SR 7 to downtown West Palm Beach (including SR 7 to Wellington Mall)</td>
<td>New premium transit service with associated multimodal corridor improvements</td>
<td>$211,240</td>
<td>PDE $10</td>
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<td>SR 80 from SR 15 to CR 880</td>
<td>Add street lighting</td>
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<td>FDOT</td>
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<td>US 27 Connector from US 27 to SR 715</td>
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<td>$26,600</td>
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<tr>
<td></td>
<td>4352071</td>
<td>Reserve Funding</td>
<td>DDR and DS reserve funding for future projects</td>
<td>$17,844</td>
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<td><strong>Cost Summary</strong></td>
<td>$752,933</td>
<td>$40,405</td>
<td>$26,004</td>
<td>$23,179</td>
<td>$6,789</td>
<td>$41,543</td>
<td>$4,500</td>
<td>$645,648</td>
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</table>
Local Initiative Projects

Project Selection Process

Local Initiative projects are selected from an annual competitive application process based on TPA Goals, Objectives and Values in the adopted LRTP; these projects are then approved by the advisory committees and the TPA Board. Applications for Local Initiative projects were solicited from transportation service providers, county and municipal staff, and public and community stakeholders. The adopted LRTP contemplates funding these projects at around $20 million per year, primarily funded with federal Surface Transportation Program Funds suballocated to the Palm Beach TPA.

Project Funding

Local Initiative Projects are to be funded with the TPA’s suballocated share of Surface Transportation Program funds (SU). The Local Initiatives Program was created in the 2040 LRTP and it structured to identify and fund non-regionally significant transportation projects.

Target 5-Year Funding Level from LRTP: ~$100M
Actual 5-Year Funding Level in FY 19-23 TIP: ~$118M

Highlights and Explanatory Notes for the FY 20-24 Local Initiative Priority Project List:

- Congress Ave from C-15 Canal to Atlantic Ave in Delray Beach (4400411) – Delray Beach withdrew the application
- 36th St & bridge from Australian Ave to Poinsettia Ave in West Palm Beach (4415701) – FDOT will now administer the project for West Palm Beach
- Bridges: Sandalfoot Blvd over LWDD E-1-E Canal (4368945) and New England Blvd Over LWDD E-1 Canal (4368943) are being deleted due to Lake Worth Drainage District permit requirements
- 6 new construction projects are proposed to be added to the list from the 2018 application cycle
- TPA Staff are also requesting one new planning project to be added to the list to support TPA Planning & Administration. As the TPA is evaluating options for office and meeting space, at least one of the options will require additional funding to support the agency budget commencing in FY 20. TPA staff have been working with a Transition Committee of elected officials to evaluate these options. At the August 27 Committee meeting, the Committee unanimously approved the addition of this line item to the Local Initiatives Priority List.
## Table 2: Local Initiatives Program

<table>
<thead>
<tr>
<th>Rank</th>
<th>Lead Agency</th>
<th>Proj. No.</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 19</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>Needs</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>12-1</td>
<td>Palm Tran</td>
<td>4317621</td>
<td>Palm Tran Route 43 - Okeechobee Blvd</td>
<td>Transit Signal Prioritization</td>
<td>$1,250</td>
<td>$1,250</td>
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<td>Implement TBD</td>
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<tr>
<td>12-2</td>
<td>Palm Tran</td>
<td>4317631</td>
<td>Palm Tran Route 62 - Lake Worth Rd</td>
<td>Transit Signal Prioritization</td>
<td>$1,250</td>
<td>$1,250</td>
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<td>Implement TBD</td>
<td></td>
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<tr>
<td>13-1</td>
<td>FDOT</td>
<td>4351581</td>
<td>Southern Blvd/SR 80 at Sansbury Way</td>
<td>Add EB right, second WB left and widen C-51 canal bridge</td>
<td>$7,850</td>
<td>$7,850</td>
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<td>CST Aug 2018</td>
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<tr>
<td>13-6</td>
<td>Palm Tran</td>
<td>4317611</td>
<td>Palm Tran system-wide</td>
<td>Implement Easy Card interface, Mobile ticketing</td>
<td>$1,320</td>
<td>$1,320</td>
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<td></td>
<td>RFP Spring 2019 Implement late 2019</td>
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<td>14-1</td>
<td>FDOT</td>
<td>4328833</td>
<td>Indiantown Rd from FL Turnpike to US 1</td>
<td>Install Advanced Traffic Management System and patterned pavement crosswalk improvements at signalized intersections</td>
<td>$4,473</td>
<td>$797</td>
<td>CST</td>
<td>$3,675</td>
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<td>RRU</td>
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<td>14-2</td>
<td>FDOT</td>
<td>2297444</td>
<td>US 1 from 11th St to 27th St</td>
<td>Install pedestrian scale lighting on east side of corridor</td>
<td>$360</td>
<td>$360</td>
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<td>$835</td>
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<td>14-3</td>
<td>FDOT</td>
<td>4383841</td>
<td>Australian Ave from 1st St to Blue Heron Blvd</td>
<td>Install pedestrian scale lighting</td>
<td>$3,749</td>
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<td>PE</td>
<td>$610</td>
<td>ENV</td>
<td>$15</td>
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<td>14-4</td>
<td>FDOT</td>
<td>4368931</td>
<td>Congress Ave from Columbia Medical Plaza to Blue Heron Blvd</td>
<td>Install pedestrian scale lighting</td>
<td>$3,672</td>
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<td>CST</td>
<td>$3,102</td>
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<td>14-5</td>
<td>FDOT</td>
<td>436894,1-</td>
<td>Bridges: Seminole Dr (L-16) Sandalfoot (E-1-6) New England Bl (E-1) El Clair Ranch (L-30)</td>
<td>Replace bridges; introduce bike/ped facilities, maximize vertical clearance for waterway</td>
<td>$5,584</td>
<td>$2,257</td>
<td>CST</td>
<td>$3,327</td>
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<td>2 bridges pulled due to LWDD permit requirements</td>
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**TRANSPORTATION IMPROVEMENT PROGRAM FY 19-23**

**Shown in $1,000s**
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<tr>
<th>Rank</th>
<th>Lead Agency</th>
<th>Proj. No.</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>Needs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-7</td>
<td>Delray Beach</td>
<td>4368961</td>
<td>Lowson Blvd/ SW 10th St from Military Trail to SE 6th Ave</td>
<td>Install designated bike lanes and sidewalks. Includes standalone pedestrian bridges.</td>
<td>$4,792</td>
<td>$5</td>
<td>CST</td>
<td>$4,787</td>
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<tr>
<td>14-8</td>
<td>FDOT</td>
<td>4368971</td>
<td>Seminole Pratt - SR 80 to Northlake Blvd, Lyons Rd - Lantana Rd to Boynton Beach Blvd, Lawrence Rd - Hypoluxo Rd to Boynton Beach, Military Trail - Linton Blvd to Glades/Butts Rd</td>
<td>Install fiber optic communication cable to connect additional traffic signals to ITS network</td>
<td>$2,979</td>
<td>$310</td>
<td>ENV</td>
<td>$10</td>
<td>CST</td>
<td>$2,659</td>
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<tr>
<td>14-9</td>
<td>FDOT</td>
<td>4368991</td>
<td>Hamlin Blvd 190th St to 180th Ave N</td>
<td>Construct 6’ sidewalk</td>
<td>$896</td>
<td>$295</td>
<td>ENV</td>
<td>$30</td>
<td>CST</td>
<td>$571</td>
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<tr>
<td>14-10</td>
<td>FDOT</td>
<td>4383871</td>
<td>15 22 mast arm traffic signals with loop detection</td>
<td>Replace inductive loops with video camera detection</td>
<td>$2,206</td>
<td>$60</td>
<td>CST</td>
<td>$2,146</td>
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<tr>
<td>14-11</td>
<td>FDOT</td>
<td>4383881</td>
<td>Clint Moore Rd from Congress Ave to NW 2nd Ave</td>
<td>Construct 10’ shared use path on the south side of the corridor</td>
<td>$1,147</td>
<td>$310</td>
<td>ENV</td>
<td>$30</td>
<td>CST</td>
<td>$807</td>
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<td>14-12</td>
<td>FDOT</td>
<td>4383891</td>
<td>Swinton Ave from S 10th St to NE 4th St</td>
<td>Add (2) 10-ft travel lanes, 4’ designated bike lanes, 6’ sidewalks, streetlights, drainage &amp; landscaping</td>
<td>$3,620</td>
<td>$997</td>
<td>ENV</td>
<td>$10</td>
<td>CST</td>
<td>$2,613</td>
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<td>15-1</td>
<td>West Palm Beach</td>
<td>4383901</td>
<td>West Palm Beach: 25th St to Tri-Rail Station to SR 80</td>
<td>Purchase seven (7) vehicles to support new N/S trolley service</td>
<td>$1,505</td>
<td>$1,505</td>
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<td></td>
<td></td>
<td>Purchase Fall 2019</td>
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<tr>
<td>15-2</td>
<td>Palm Tran</td>
<td>4383921</td>
<td>Various locations along existing Palm Tran bus routes</td>
<td>Construct 30 transit shelters</td>
<td>$600</td>
<td>$600</td>
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<td>Implement TBD</td>
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<tr>
<td>15-3</td>
<td>West Palm Beach</td>
<td>4383961</td>
<td>Various locations along existing WPB trolley lines</td>
<td>Construct seven (7) trolley shelters</td>
<td>$571</td>
<td>CAP</td>
<td>$571</td>
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<tr>
<td>15-4</td>
<td>FDOT</td>
<td>4383941</td>
<td>Homewood Blvd from Old Germantown Rd to Lowson Blvd</td>
<td>Install designated bike lanes and sidewalks</td>
<td>$1,555</td>
<td>PE</td>
<td>$460</td>
<td>ENV</td>
<td>$10</td>
<td>CST</td>
<td>$1,085</td>
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Table 2: Local Initiatives Program

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<tbody>
<tr>
<td>15-5</td>
<td>FDOT</td>
<td>4383951</td>
<td>George Bush Blvd from NE 2nd Ave to A1A (excluding Intracoastal Waterway bridge)</td>
<td>Widen to provide two 10' travel lanes, 5' designated bike lanes and 5-6' sidewalks. Add street lighting, drainage, landscaping.</td>
<td>$5,108</td>
<td>PE $760</td>
<td>ENV $20</td>
<td>CST $4,328</td>
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<tr>
<td>15-6</td>
<td>Boca Raton</td>
<td>4383991</td>
<td>Boca Raton: Tri-Rail Station to downtown Boca Raton and Downtown Circulator</td>
<td>Purchase seven (7) vehicles to support new trolley service</td>
<td>$1,505</td>
<td>CAP $1,505</td>
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<tr>
<td>15-7</td>
<td>Delray Beach</td>
<td>4384001</td>
<td>Delray Beach: Tri-Rail Station to Atlantic Ave/A1A</td>
<td>(4) Replacement Trolleys</td>
<td>$860</td>
<td>CAP $860</td>
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<tr>
<td>15-8</td>
<td>FDOT</td>
<td>4384021</td>
<td>NE 5th Ave from Boca Raton Rd to NE 20th St</td>
<td>Construct 6' sidewalk on west side</td>
<td>$737</td>
<td>PE $260</td>
<td>ENV $25</td>
<td>CST $452</td>
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<tr>
<td>16-1</td>
<td>Delray Beach</td>
<td>4400411</td>
<td>Congress Ave from C-15 Canal to Atlantic Ave in Delray Beach</td>
<td>Convert 6L to 4L and install separated bike lanes</td>
<td>$5,113</td>
<td>PE $5</td>
<td>CST $5,008</td>
<td>City withdrew application</td>
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<tr>
<td>16-2</td>
<td>FDOT</td>
<td>4400421</td>
<td>US 1/Dixie Hwy from Albermarle Rd to Okeechobee Blvd in West Palm Beach</td>
<td>Convert 4L to 3L and associated multimodal improvements</td>
<td>$15 $15</td>
<td>PE $374</td>
<td>ENV $25</td>
<td>CST $3,012</td>
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<tr>
<td>16-3</td>
<td>FDOT</td>
<td>4400431</td>
<td>Brant Bridge over C-15 Canal in Delray Beach</td>
<td>Bridge replacement and install 10' shared use paths</td>
<td>$2,798</td>
<td>PE $655</td>
<td>ENV $30</td>
<td>CST $2,113</td>
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<td>16-4</td>
<td>Wellington</td>
<td>4400441</td>
<td>Big Blue Trace from Wellington Trace to South Shore Blvd</td>
<td>10' shared use path; crosswalk striping</td>
<td>$693</td>
<td>PE $5</td>
<td>CST $688</td>
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<tr>
<td>16-5</td>
<td>FDOT</td>
<td>4400451</td>
<td>Various midblock locations in Indian Trail Improvement District</td>
<td>Install speed tables, midblock islands, raised medians, and advanced warning signs</td>
<td>$1,092</td>
<td>PE $245</td>
<td>ENV $48</td>
<td>CST $789</td>
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<td>16-6</td>
<td>FDOT</td>
<td>4400461</td>
<td>Lake Worth Rd from Erie St to A St</td>
<td>Pedestrian enhancements/ traffic circle reconfiguration</td>
<td>$1,747</td>
<td>PE $454</td>
<td>ENV $125</td>
<td>CST $1,689</td>
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<td>17-1</td>
<td>West Palm &amp; Delray Beach</td>
<td>4415701</td>
<td>36th St &amp; bridge from Australian Ave to Poinsettia Ave in West Palm Beach</td>
<td>Buffered bike lanes and pedestrian enhancements</td>
<td>$8,873</td>
<td>PE $7</td>
<td>CST $8,866</td>
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<td>17-2</td>
<td>Delray Beach</td>
<td>4415331</td>
<td>Lindell Blvd from Linton Blvd to Federal Hwy/US 1</td>
<td>Install sidewalks and separated bike lanes</td>
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<td>PE $5</td>
<td>CST $12,143</td>
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<td>17-3</td>
<td>Jupiter</td>
<td>4415721</td>
<td>Indiantown Rd from US 1 to A1A</td>
<td>Install 4' designated bike lanes and 10' shared use path</td>
<td>$4,420</td>
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<td>17-4</td>
<td>Palm Tran</td>
<td>4415711</td>
<td>Various Palm Tran bus stops</td>
<td>Replace 40 transit shelters</td>
<td>$800</td>
<td>CAP $800</td>
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*Shown in $1,000s*
<table>
<thead>
<tr>
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<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 19</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
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<tr>
<td>17-6</td>
<td>Delray Beach</td>
<td>4415321</td>
<td>Barwick Rd from Atlantic Ave to Lake Ida Rd</td>
<td>Install sidewalks and separated bike lanes</td>
<td>$10,451</td>
<td>PE 5</td>
<td>CST $10,446</td>
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<td>17-7</td>
<td>Delray Beach</td>
<td>4415861</td>
<td>Brant Bridge connector from Lindell Blvd to Brant Bridge</td>
<td>Install sidewalks and separated bike lanes</td>
<td>$2,540</td>
<td>PE 5</td>
<td>CST $2,535</td>
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<td>18-1</td>
<td>Palm Beach County</td>
<td>--</td>
<td>Westgate Ave from Wabasso Dr to Congress Ave</td>
<td>Lane repurposing from 5L to 3L to add designated bike lanes and widen sidewalks</td>
<td>$2,407</td>
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<tr>
<td>18-2</td>
<td>West Palm Beach</td>
<td>--</td>
<td>Parker Ave from Forest Hill Blvd to Nottingham Blvd</td>
<td>Install buffered/separated bicycle lanes and pedestrian lighting</td>
<td>$5,000</td>
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<td>18-3</td>
<td>Palm Beach County</td>
<td>--</td>
<td>Lyons Rd/ Sansbury Way from Forest Hill Blvd to Okeechobee Blvd</td>
<td>Install separated bicycle lanes</td>
<td>$4,352</td>
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<td>18-4</td>
<td>Boynton Beach</td>
<td>--</td>
<td>Boynton Beach Blvd from I-95 to US 1</td>
<td>Lane width reductions to construct 9' sidewalk on N, 15' shared use path on S, pedestrian lighting</td>
<td>$2,232</td>
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<tr>
<td>18-5</td>
<td>Boca Raton</td>
<td>--</td>
<td>Yamato Rd: W of Jog to I-95, and 16 intersections in the downtown area</td>
<td>Adaptive Traffic Control Systems</td>
<td>$2,202</td>
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<tr>
<td>18-6</td>
<td>Delray Beach</td>
<td>--</td>
<td>Germantown Rd from Old Germantown Rd to Congress Ave</td>
<td>Install sidewalks and separated bike lanes</td>
<td>$5,000</td>
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<td>18-*</td>
<td>Palm Beach TPA</td>
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<td>Surface Transportation (SU) funds to support TPA Planning &amp; Administration</td>
<td></td>
<td>$4,500</td>
<td>$500k in FY 20, $1M/yr thereafter</td>
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<td>Reserve Box</td>
<td>4352071</td>
<td>Surface Transportation (SU) reserve funding for Local Initiative Projects</td>
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<td>$23,298</td>
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<td>$9,030</td>
<td>$14,268</td>
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**Cost Summary**

|       | $139,148 | $24,944 | $13,669 | $19,483 | $20,833 | $36,422 | $27,249 | $26,529 |

Shown in $1,000s
Transportation Alternative Projects

Project Selection Process

Transportation Alternative projects were selected from applications received by the TPA and then scored by an evaluation process that included items such as access to schools, recreation facilities, shopping opportunities and similar activities. The projects were also evaluated for consistency with local and area wide plans. Candidate projects were scored by TPA staff based on the Goals, Objectives and Values in the adopted LRTP and then ranked by the Bicycle/Pedestrian/Trailways Advisory Committee and approved by the TPA Governing Board.

Project Funding

Construction of Transportation Alternative Projects proposed for inclusion in the TIP is funded with federal Surface Transportation Block Grant (STBG) Transportation Alternative (TA) set-aside funds on a cost reimbursement basis for eligible expenses and supplemented with local funds. Design of the project is funded by the applicant no less than two years prior to construction funding availability. The actual funding in the TIP exceeds the target level from the LRTP because the local funds have been included in the total.

Target 3-Year Funding Level from LRTP: ~$9M
Actual 3-Year Funding Level in FY 19-23 TIP: ~$18.6M

Changes in the FY 20-24 Priority Project List Include:

- Tamarind Ave from Banyan Blvd to Palm Beach Lakes Blvd in West Palm Beach (4351461) – Florida Department of Transportation (FDOT) has cancelled federal funding for the project
- Various Belle Glade neighborhoods (4382911) – Reduction in total length of sidewalks since portions of the limits are already existing
- North Shore Bridge in West Palm Beach (4400151) – FDOT will now administer the project for West Palm Beach
- Anchorage Dr between north and south US 1 intersections (4415291) – Village of North Palm Beach withdrew the application
- Lake Worth Rd from Raulerson Dr to Palm Beach St College Ent (4416321) – add multimodal corridor improvements to supplement current resurfacing, rehabilitation, restoration (3R) project as a replacement for Anchorage Dr project (funding in FY 21).
<table>
<thead>
<tr>
<th>Rank</th>
<th>Lead Agency</th>
<th>Proj. No.</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 19</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>Needs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-3</td>
<td>West Palm Beach</td>
<td>4351461</td>
<td>Tamarind Ave from Banyan Blvd to Palm Beach Lakes Blvd in West Palm Beach</td>
<td>Install pedestrian lighting and landscaping</td>
<td>$959</td>
<td>$959</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FDOT cancelled project</td>
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<td></td>
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<tr>
<td>13-4</td>
<td>Delray Beach</td>
<td>4368721</td>
<td>NE 2nd Ave/Seacrest Blvd from NE 13th St to NE 22nd St in Delray Beach</td>
<td>Construct sidewalks, 4’ designated bike lanes, reduce vehicle travel lane widths, install landscaping</td>
<td>$1,636</td>
<td>$1,636</td>
<td></td>
<td></td>
<td></td>
<td>CST Sep 2018</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>14-1</td>
<td>Palm Beach County</td>
<td>4369301</td>
<td>Australian Ave - 9th St to 13th St Kirk Road - Forest Hill Blvd to Pot O’ Gold St Military Trail – Dolphin Dr to Old Military Tr</td>
<td>Install overhead school zone flashers</td>
<td>$482</td>
<td>$482</td>
<td></td>
<td></td>
<td></td>
<td>Bid Awarded July 10, 2018</td>
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<tr>
<td>14-2</td>
<td>West Palm Beach</td>
<td>4369321</td>
<td>North Shore neighborhood bounded by 45th St, Congress Ave, Australian Ave and Lake Mangonia in West Palm Beach</td>
<td>Construct ADA compliant ramps and sidewalks, enhanced crosswalks, and signage</td>
<td>$573</td>
<td>$573</td>
<td></td>
<td></td>
<td></td>
<td>CST Sep 2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14-3</td>
<td>Royal Palm Beach</td>
<td>4368741</td>
<td>Okeechobee Blvd from Folsom Rd to SR 7 and Partridge Lane south of Okeechobee Blvd.</td>
<td>Add ped &amp; roadway lighting, 6’ sidewalk on the east side of Partridge Lane</td>
<td>$1,542</td>
<td>$1,542</td>
<td></td>
<td></td>
<td></td>
<td>Bidding closed June 2018</td>
<td></td>
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<tr>
<td>15-1</td>
<td>Delray Beach</td>
<td>4382891</td>
<td>Seacrest Blvd from NE 22nd Street to Gulfstream Blvd</td>
<td>Add green designated bike lanes, wider sidewalks, brick crosswalks and school zone lighting</td>
<td>$1,704</td>
<td>$5</td>
<td>CST $1,699</td>
<td></td>
<td></td>
<td>CST Feb 2019</td>
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<tr>
<td>15-2</td>
<td>Wellington</td>
<td>4383061</td>
<td>Binks Pointe Pathway from Binks Forest Dr. to Flying Cow Road</td>
<td>Construct shared use path with bridge to connect to Wellington Environmental Preserve</td>
<td>$549</td>
<td>$7</td>
<td>CST $542</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>15-3</td>
<td>Royal Palm Beach</td>
<td>4382901</td>
<td>Various Royal Palm Beach neighborhoods</td>
<td>Upgrade existing sidewalks to ADA standards in residential neighborhoods</td>
<td>$839</td>
<td>$5</td>
<td>CST $834</td>
<td></td>
<td></td>
<td>Reduction in total length of sidewalk (portions were existing)</td>
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<td></td>
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<tr>
<td>15-4</td>
<td>FDOT</td>
<td>4382911</td>
<td>Various Belle Glade neighborhoods</td>
<td>Construct missing sidewalks near schools</td>
<td>$1,273</td>
<td>$368</td>
<td>CST $904</td>
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<tr>
<td>15-5</td>
<td>West Palm Beach</td>
<td>4383851</td>
<td>Various West Palm Beach neighborhoods</td>
<td>Upgrade existing sidewalks to ADA standards near schools</td>
<td>$879</td>
<td>$5</td>
<td>CST $874</td>
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<tr>
<td>16-1</td>
<td>Wellington</td>
<td>4400141</td>
<td>Aero Club Dr from Greenbriar Blvd to Binks Forest Dr in Wellington</td>
<td>Construct designated bicycle lanes</td>
<td>$766</td>
<td>$5</td>
<td>CST $761</td>
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### Table 3: Transportation Alternatives Program

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<tr>
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<th>Lead Agency</th>
<th>Proj. No.</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 19</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>Needs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-2</td>
<td>West Palm Beach</td>
<td>4400151</td>
<td>North Shore Bridge in West Palm Beach</td>
<td>Construct pedestrian bridge west of existing bridge</td>
<td>$1,015</td>
<td>$5</td>
<td>CST</td>
<td>$1,010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Administered by FDOT</td>
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<tr>
<td>16-3</td>
<td>West Palm Beach</td>
<td>4400121</td>
<td>Roosevelt Estates Neighborhood in West Palm Beach</td>
<td>Install ADA ramp improvements and textured pavement in crosswalks</td>
<td>$910</td>
<td>$5</td>
<td>CST</td>
<td>$905</td>
<td></td>
<td></td>
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<tr>
<td>16-4</td>
<td>Delray Beach</td>
<td>4400171</td>
<td>Alleyways west of 5th Ave from SE 10th to Lake Ida Rd</td>
<td>Shared use paths in residential alleyways</td>
<td>$2,572</td>
<td>$5</td>
<td>CST</td>
<td>$2,567</td>
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<tr>
<td>17-1</td>
<td>West Palm Beach</td>
<td>4415271</td>
<td>Northmore neighborhood</td>
<td>Add sidewalks and shared use path</td>
<td>$1,215</td>
<td>PE</td>
<td>$5</td>
<td>CST</td>
<td>$1,210</td>
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<tr>
<td>17-2</td>
<td>Westgate CRA/Palm Beach County</td>
<td>4415301</td>
<td>Belvedere Heights neighborhood</td>
<td>Install sidewalks and pedestrian scale lighting</td>
<td>$1,109</td>
<td>PE</td>
<td>$5</td>
<td>CST</td>
<td>$1,104</td>
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<tr>
<td>17-3</td>
<td>North Palm Beach</td>
<td>4415291</td>
<td>Anchorage Dr between north and south US 1 intersections</td>
<td>Construct designated bike lanes</td>
<td>$4,552</td>
<td>PE</td>
<td>$5</td>
<td>CST</td>
<td>$4,548</td>
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<td>Village withdrew application</td>
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<tr>
<td>17-4</td>
<td>Royal Palm Beach</td>
<td>4415311</td>
<td>FPL Pathway between Lamstein Ln and Las Palmas St</td>
<td>Install LED lighting adjacent to pathway</td>
<td>$1,169</td>
<td>PE</td>
<td>$5</td>
<td>CST</td>
<td>$1,164</td>
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<tr>
<td>17-5</td>
<td>FDOT</td>
<td>4416321</td>
<td>Lake Worth Rd from Raulerson Dr to Palm Beach St College Ent</td>
<td>Resurfacing and multimodal improvements</td>
<td>$4,499</td>
<td>PE</td>
<td>$469</td>
<td>CST</td>
<td>$3,035</td>
<td>$995</td>
<td></td>
<td>Proposed replacement for 4415291</td>
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<tr>
<td>18-1</td>
<td>West Palm Beach</td>
<td>--</td>
<td>Trailway on NW side of Clear Lake connecting Okeechobee Blvd to Palm Beach Lakes Blvd</td>
<td>Construct 10’ shared use path on west side of Clear Lake</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>18-2</td>
<td>Greenacres</td>
<td>--</td>
<td>Dillman Trail from Forest Hill Blvd to Dillman Rd</td>
<td>Construct 12’ shared use path</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$561</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-3</td>
<td>Westgate CRA/Palm Beach County</td>
<td>--</td>
<td>Bridgeman Dr, Wellington Rd, Prairie Rd within Westgate CRA</td>
<td>Install 5’ sidewalks and pedestrian scale lighting - Phase II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$956</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-4</td>
<td>Palm Beach County</td>
<td>--</td>
<td>CR A1A/Ocean Dr from Donald Ross Rd to Indiantown Rd</td>
<td>Pedestrian Crossing Enhancements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$629</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Cost Summary | $25,253 | $5,603 | $5,342 | $5,242 | $8,071 | $4,141 | | | | | | | | |
**Shared-Use Nonmotorized (SUN) Trail Network Projects**

**Project Selection Process**

SUNTrail projects were selected from applications received by the TPA submitted by local municipalities. There was one application received in 2016 and this project is included in Table 4.

**Project Funding**

Construction of SUNTrail Projects proposed for inclusion in the TIP is funded through FDOTs allocation of funds from the SUNTrail program, supplemented with local funds. The funding source for the program is through an annual allocation from the redistribution of new state vehicle tag revenues.

**Changes in the FY 20-24 Priority Project List Include:**

- US 1/Broadway Ave (4394041) – project to be resubmitted for funding to SUN Trail program.
## Table 4: SUN Trail Program

<table>
<thead>
<tr>
<th>Rank</th>
<th>Applicant</th>
<th>Proj. No.</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 19</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>Needs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-1</td>
<td>West Palm Beach</td>
<td>4384031 B-3</td>
<td>US 1 (Broadway Ave)</td>
<td>25th St to 42nd St</td>
<td>Convert 4-lane roadway to 3-lane divided roadway with Shared-Use Nonmotorized trail</td>
<td>$3,624</td>
<td>PE $150</td>
<td>PE</td>
<td>$4,200</td>
<td>CST</td>
<td>$2,194</td>
<td></td>
<td>Cost Summary: $3,624, $150, $1,280, $2,194</td>
<td>Project to be resubmitted for funding to SUN Trail program</td>
</tr>
</tbody>
</table>

Cost Summary: $3,624, $150, $1,280, $2,194

Shown in $1,000s
### Major Projects Status Update

<table>
<thead>
<tr>
<th>Year Prioritized</th>
<th>TIP #</th>
<th>Desires Score</th>
<th>Location Description</th>
<th>Capital Cost ($ Millions)</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>4348681</td>
<td>*</td>
<td>Villa Rica Siding Extension</td>
<td>4.8</td>
<td>R/C Complete</td>
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<tr>
<td>2014</td>
<td>434948.1-4</td>
<td>*</td>
<td>Northwood Connection Phase I from NW quadrant on CSX to SE quadrant on FEC</td>
<td>21.1</td>
<td>D/C Complete</td>
</tr>
<tr>
<td>2014</td>
<td>434948.1-4</td>
<td>*</td>
<td>Northwood Connection Phase II from SW quadrant on CSX to NE quadrant on FEC</td>
<td>23.0</td>
<td>D/C Construction Pending</td>
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<tr>
<td>2014</td>
<td>2296643</td>
<td>*</td>
<td>SR 7 from 60th St to Northlake Blvd</td>
<td>53.5</td>
<td>D/C Construction Pending</td>
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<tr>
<td>2014</td>
<td>4392291</td>
<td>*</td>
<td>South Central FL Express Cane Block</td>
<td>21.0</td>
<td>R/C TIP (CST)</td>
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<tr>
<td>2014</td>
<td>4353432</td>
<td>*</td>
<td>FEC</td>
<td>9.1</td>
<td>D/C Complete (Phase 1)</td>
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<tr>
<td>2014</td>
<td>4297671</td>
<td>*</td>
<td>SFRTA Layover</td>
<td>36.1</td>
<td>D/C TIP (CST)</td>
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<tr>
<td>2014</td>
<td>4347352</td>
<td>*</td>
<td>Palm Tran South Bus Facilities Expansion</td>
<td>5.4</td>
<td>D/C TIP (CST)</td>
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<tr>
<td>2014</td>
<td>4304582</td>
<td>*</td>
<td>Tri-Rail Station at Glades Rd in Boca Raton</td>
<td>18.5</td>
<td>D/C TIP (portion of funds)</td>
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<tr>
<td>2018</td>
<td>4405091</td>
<td>N/A</td>
<td>Boutwell Rd from Lake Worth to 10th Ave N</td>
<td>9.2</td>
<td>D/R/C TIP (CST)</td>
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<td>2019</td>
<td>4417561</td>
<td>N/A</td>
<td>SR 80 from SR 15 to CR 880</td>
<td>5.5</td>
<td>D/C TIP (Study)</td>
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<tr>
<td>2019</td>
<td>4417581</td>
<td>43</td>
<td>SPW Rd/Northlake Blvd/Military Tr/PGA Blvd from SPW/Persimmon Blvd to Palm Beach</td>
<td>5.9</td>
<td>C TIP (PE)</td>
</tr>
<tr>
<td>2019</td>
<td>4417581</td>
<td>42</td>
<td>SR 7/Okeechobee Blvd from Mall at Wellington Green to WPB Intermodal Center</td>
<td>4.6</td>
<td>C TIP (PE)</td>
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<td>2014</td>
<td>4170317</td>
<td>41</td>
<td>Tri-Rail Extension - West Palm Beach Station to New Jupiter Station</td>
<td>75.0</td>
<td>D/R R/R C TIP (PD&amp;E)</td>
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<td>2014</td>
<td>4170317</td>
<td>41</td>
<td>Turnpike from Broward Co to Palm Beach Gardens</td>
<td>5.9</td>
<td>C TIP (PE)</td>
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<td>2014</td>
<td>2296644</td>
<td>40</td>
<td>SR 7 from Okeechobee Blvd to 60th St</td>
<td>26.7</td>
<td>D/C Construction Pending</td>
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<tr>
<td>2014</td>
<td>2296644</td>
<td>40</td>
<td>SR 7 from Okeechobee Blvd to Belvedere Rd</td>
<td>14.9</td>
<td>D/R C</td>
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<tr>
<td>2018</td>
<td>4405751</td>
<td>39</td>
<td>Atlantic Ave/SR 806 from Lyons Rd to Jog Rd</td>
<td>25.3</td>
<td>D/R R C TIP (PE)</td>
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</tbody>
</table>

* = Committed project from FY 15-19 TIP
Note: D = Design (Preliminary Engineering PD)   R = Right of Way Acquisition   C = Construction
<table>
<thead>
<tr>
<th>Year Prioritized</th>
<th>TIP #</th>
<th>Desires Score</th>
<th>Location</th>
<th>Description</th>
<th>Capital Cost ($ Millions)</th>
<th>2015-2019</th>
<th>2020</th>
<th>2021-2025</th>
<th>2026-2030</th>
<th>2031-2040</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
<td>4417571</td>
<td>36</td>
<td>Atlantic Ave/SR 806 from SR 7 to W of Lyons Rd</td>
<td>Widen 2L to 4L</td>
<td>$26.6</td>
<td>D</td>
<td>R/C</td>
<td>TIP (PD&amp;E)</td>
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<tr>
<td>2019</td>
<td>4405751</td>
<td>36</td>
<td>Hooker Hwy/SR 812 from SR 715 to US 441</td>
<td>Widen 2L to 4L</td>
<td>$11.4</td>
<td>D</td>
<td>R/C</td>
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<td>2016</td>
<td>2296584</td>
<td>36</td>
<td>US 27 Connector from SR 80/US 27 to SR 715</td>
<td>New 2L</td>
<td>$26.6</td>
<td>D</td>
<td>R/C</td>
<td>TIP (CST)</td>
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<td>2016</td>
<td>N/A</td>
<td>N/A</td>
<td>SR 715 from S Main St to Hooker Hwy</td>
<td>Widen 2L to 4L</td>
<td>$39.3</td>
<td>D/R</td>
<td>C</td>
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<tr>
<td>2016</td>
<td>36</td>
<td>36</td>
<td>Atlantic Ave/SR 806 from SR 7 to W of Lyons Rd</td>
<td>Widen 2L to 4L</td>
<td>$29.1</td>
<td>D</td>
<td>R/C</td>
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<tr>
<td>2016</td>
<td>35</td>
<td>35</td>
<td>I-95 from Indiantown Rd to WPB Intermodal Center</td>
<td>New express bus service</td>
<td>$4.6</td>
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<tr>
<td>2016</td>
<td>35</td>
<td>35</td>
<td>Persimmon Blvd /SR 7/Okeechobee Blvd from SPW/Persimmon Blvd to WPB Intermodal Center</td>
<td>New express bus service</td>
<td>$5.9</td>
<td>C</td>
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<tr>
<td>2016</td>
<td>35</td>
<td>35</td>
<td>Boca Intermodal Center at Tri-Rail Station near Glades Rd in Boca Raton</td>
<td>Proposed passenger intermodal center</td>
<td>$24.6</td>
<td>D/R/C</td>
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<tr>
<td>2016</td>
<td>34</td>
<td>34</td>
<td>Tri-Rail Park &amp; Ride at WPB Intermodal Center in West Palm Beach</td>
<td>New parking garage (450 spaces)</td>
<td>$15.1</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2016</td>
<td>N/A</td>
<td>N/A</td>
<td>Potomac Rd from E-3 Canal to Military Tr</td>
<td>Widen 2L to 4L</td>
<td>$3.3</td>
<td>D</td>
<td>R/C</td>
<td>TIP (CST) Locally funded</td>
<td></td>
<td></td>
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<tr>
<td>2016</td>
<td>33</td>
<td>33</td>
<td>SR 80/ Australian Ave from Glades Area Intermodal Center to WPB Intermodal Center</td>
<td>New express bus service</td>
<td>$5.9</td>
<td>C</td>
<td></td>
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</tr>
<tr>
<td>2016</td>
<td>33</td>
<td>33</td>
<td>SR 7 from Broward Co to Mall at Wellington Green</td>
<td>New express bus service</td>
<td>$5.9</td>
<td>C</td>
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<tr>
<td>2016</td>
<td>31</td>
<td>31</td>
<td>Tri-Rail Park &amp; Ride at 45th Street in Mangonia Park</td>
<td>New parking garage (300 spaces) and improved bus circulation</td>
<td>$10.0</td>
<td>C</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2016</td>
<td>30</td>
<td>30</td>
<td>Glades Rd from SR 7 to US 1</td>
<td>New express bus service</td>
<td>$10.0</td>
<td>C</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>4383861</td>
<td>28</td>
<td>US 1 from E Camino Real to Indiantown Road</td>
<td>New express bus service with associated multimodal corridor improvements</td>
<td>$54.5</td>
<td>D/R/C</td>
<td>TIP (PE)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2017</td>
<td>4076584</td>
<td>29</td>
<td>Tri-Rail Extension - New Service from Mangonia Park Station to Blue Heron Blvd/VA Hospital</td>
<td>Extend existing service on CSX corridor. Includes new station noted below:</td>
<td>$63.4</td>
<td>D/R</td>
<td>C</td>
<td></td>
<td></td>
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<tr>
<td>2017</td>
<td>4063751</td>
<td>29</td>
<td>New Tri-Rail Station at Blue Heron Blvd in Riviera Beach</td>
<td>Additional Tri-Rail Station on CSX Corridor</td>
<td>$28.5</td>
<td>D/R</td>
<td>C</td>
<td></td>
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<tr>
<td>2017</td>
<td>4053861</td>
<td>28</td>
<td>Military Tr from Boca Intermodal Center to WPB Intermodal Center</td>
<td>New express bus service</td>
<td>$3.9</td>
<td>C</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

* = Committed project from FY 15-19 TIP
Note: D = Design (Preliminary Engineering PD)   R = Right of Way Acquisition   C = Construction
## Major Projects Status Update

*Last updated 9/10/2018*

<table>
<thead>
<tr>
<th>Year Prioritized</th>
<th>TIP #</th>
<th>Desires Score</th>
<th>Location</th>
<th>Description</th>
<th>Capital Cost ($ Millions)</th>
<th>2015-2019</th>
<th>2020</th>
<th>2021-2025</th>
<th>2026-2030</th>
<th>2031-2040</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>27</td>
<td>27</td>
<td></td>
<td>Tri-Rail Park &amp; Ride at Yamato Rd in Boca Raton</td>
<td>New parking garage (420 spaces)</td>
<td>$11.0</td>
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<td></td>
<td>C</td>
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<tr>
<td>26</td>
<td>26</td>
<td></td>
<td>New Tri-Rail Station at PBIA in West Palm Beach</td>
<td>Additional Tri-Rail Station on CSX Corridor</td>
<td>$22.5</td>
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<td></td>
<td></td>
<td>R/C</td>
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<tr>
<td>25</td>
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<td>SR 7/Lake Worth from Mall at Wellington Green to US 1 in Lake Worth</td>
<td>New express bus service</td>
<td>$5.9</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>C</td>
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<tr>
<td>21</td>
<td>21</td>
<td></td>
<td>Island Way Southern Ext. from Indiantown Rd to Central Blvd</td>
<td>New 2L</td>
<td>$10.3</td>
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<td></td>
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<td></td>
<td></td>
<td>Locally funded</td>
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<tr>
<td>20</td>
<td>20</td>
<td></td>
<td>Okeechobee Blvd Extension from SR 80/CR880 Intersection to Seminole Pratt Whitney Rd</td>
<td>New 2L - TPA funded portion of total cost is shown</td>
<td>$31.0</td>
<td></td>
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<td>D/R/C</td>
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<tr>
<td>10</td>
<td>10</td>
<td></td>
<td>Palm Tran North Bus Facilities Expansion from Electronics Way to South of 36th Street</td>
<td>Design and construction to accommodate expansion</td>
<td>$4.2</td>
<td></td>
<td></td>
<td></td>
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<td>Palm Tran not pursuing project</td>
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<td>N/A</td>
<td>N/A</td>
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<td>Okeechobee Blvd Extension from SR 80/CR880 Intersection to Seminole Pratt Whitney Rd</td>
<td>New 2L - PBC portion of total cost is shown</td>
<td>$34.1</td>
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</tr>
</tbody>
</table>

* = Committed project from FY 15-19 TIP

Note: D = Design (Preliminary Engineering PD)  R = Right of Way Acquisition  C = Construction
<table>
<thead>
<tr>
<th>Year</th>
<th>Rank</th>
<th>FM No.</th>
<th>Applicant/Lead Agency</th>
<th>Location</th>
<th>Description</th>
<th>CST FY</th>
<th>Total Cost</th>
<th>Score</th>
<th>Project Status</th>
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<tbody>
<tr>
<td>2012 1</td>
<td>4317621</td>
<td>Palm Tran</td>
<td>Palm Tran Route 43 - Okeechobee Blvd</td>
<td>Transit Signal Prioritization</td>
<td>TBD</td>
<td>$1,250</td>
<td>17.0</td>
<td>Implement TBD</td>
<td></td>
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<tr>
<td>2012 2</td>
<td>4317631</td>
<td>Palm Tran</td>
<td>Palm Tran Route 62 - Lake Worth Rd</td>
<td>Transit Signal Prioritization</td>
<td>TBD</td>
<td>$1,250</td>
<td>42.0</td>
<td>Implement TBD</td>
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<tr>
<td>2013 1</td>
<td>4355581</td>
<td>FDOT</td>
<td>Southern Blvd at Sansbury's Way Intersection</td>
<td>Add EB right, second WB left and widen C-51 Bridge</td>
<td>2018</td>
<td>$7,850</td>
<td>N/A</td>
<td>CST Aug 2018</td>
<td></td>
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<tr>
<td>2013 2</td>
<td>4355591</td>
<td>Belle Glade/FDOT</td>
<td>SE Avenue G from Main St to SE 9th St/ Gove Elementary School</td>
<td>Construct sidewalk on S side of SE Ave G</td>
<td>2017</td>
<td>$739</td>
<td>N/A</td>
<td>Complete 2017</td>
<td></td>
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<tr>
<td>2013 3</td>
<td>2298963</td>
<td>Riviera Beach/FDOT</td>
<td>Beeline Hwy/SR 7 from W of Australian Ave to Dixie Hwy</td>
<td>Install median irrigation and landscaping</td>
<td>2018</td>
<td>$3,750</td>
<td>N/A</td>
<td>Under Construction</td>
<td></td>
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<tr>
<td>2013 4</td>
<td>4355601</td>
<td>Boca Raton/FDOT</td>
<td>Palmetto Park Rd from SR 7 to NW 2nd Ave</td>
<td>Construct 10'+ shared use path on the south side of roadway</td>
<td>2018</td>
<td>$3,826</td>
<td>N/A</td>
<td>Under Construction</td>
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<tr>
<td>2013 5</td>
<td>4328832</td>
<td>Palm Beach County/FDOT</td>
<td>PGA Blvd from Mirasol/Ave of Champions to US 1</td>
<td>Install Adaptive Traffic Control System</td>
<td>2017</td>
<td>$2,568</td>
<td>N/A</td>
<td>Under Construction</td>
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<tr>
<td>2013 6</td>
<td>4317611</td>
<td>Palm Tran</td>
<td>Palm Tran system-wide</td>
<td>Implement Easy Card interface, Mobile ticketing</td>
<td>TBD</td>
<td>$1,320</td>
<td>N/A</td>
<td>RFP Spring 2019 Implement late 2019</td>
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<tr>
<td>2014 1</td>
<td>4328833</td>
<td>Jupiter/FDOT</td>
<td>Indiantown Road from Florida Turnpike to US 1</td>
<td>Install Advanced Traffic Management System and patterned pavement crosswalk improvements at signalized intersections</td>
<td>2019</td>
<td>$6,599</td>
<td>36.0</td>
<td>CST FY 2019</td>
<td></td>
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<tr>
<td>2014 2</td>
<td>2297444</td>
<td>Riviera Beach/FDOT</td>
<td>US 1 from 11th Street to Silver Beach Blvd</td>
<td>Install pedestrian scale lighting on east side of corridor</td>
<td>2023</td>
<td>$1,195</td>
<td>25.0</td>
<td>Requires utility location before CST - implement FY 2020</td>
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<tr>
<td>2014 3</td>
<td>4383841</td>
<td>Riviera Beach/FDOT</td>
<td>Australian Ave from 1st Street to Blue Heron Blvd</td>
<td>Install pedestrian scale lighting</td>
<td>2021</td>
<td>$3,507</td>
<td>25.0</td>
<td>PE FY 2019</td>
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<tr>
<td>2014 4</td>
<td>4368931</td>
<td>Riviera Beach/FDOT</td>
<td>Congress Ave from N of 45th Street to Blue Heron Blvd</td>
<td>Install pedestrian scale lighting</td>
<td>2019</td>
<td>$2,382</td>
<td>25.0</td>
<td>CST FY 2019</td>
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<tr>
<td>2014 5</td>
<td>4368941</td>
<td>Palm Beach County/FDOT</td>
<td>Seminole Dr (L-16) and El Clair Ranch Rd (L-30)</td>
<td>Replace bridges; introduce bike/ped facilities where missing and maximize vertical clearance for waterway</td>
<td>2020</td>
<td>$2,257</td>
<td>24.0</td>
<td>PE</td>
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<tr>
<td>2014 5</td>
<td>4368944</td>
<td>Palm Beach County/FDOT</td>
<td>Seminole Dr over L-16 Canal</td>
<td>Bridge replacement over L-16 Canal, south of Lantana Rd</td>
<td>2020</td>
<td>$10,43</td>
<td>24.0</td>
<td>PE</td>
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<td>Applicant/Lead Agency</td>
<td>Location</td>
<td>Description</td>
<td>CST FY</td>
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<td>Score</td>
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<td>2014</td>
<td>5</td>
<td>4368942</td>
<td>Palm Beach County / FDOT</td>
<td>El Clair Ranch Rd over LWDD L-30 Canal</td>
<td>Bridge replacement with bike/ped facilities</td>
<td>2020</td>
<td>$10,43</td>
<td>24.0</td>
<td>PE</td>
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<tr>
<td>2014</td>
<td>6</td>
<td>4344271</td>
<td>Pahokee / FDOT</td>
<td>Southern Blvd /SR 80 from R/R tracks to CR 880 Intersection</td>
<td>Resurfacing and install street lighting</td>
<td>2018</td>
<td>$60</td>
<td>23.0</td>
<td>Under Construction</td>
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<tr>
<td>2014</td>
<td>7</td>
<td>4368961</td>
<td>Delray Beach</td>
<td>Lowson Blvd/SW 10th St from Military Trail to SE 6th Ave</td>
<td>Install designated bike lanes and sidewalks. Includes standalone pedestrian bridges.</td>
<td>2020</td>
<td>$4,790</td>
<td>22.0</td>
<td>PE</td>
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<tr>
<td>2014</td>
<td>8</td>
<td>4368971</td>
<td>Palm Beach County / FDOT</td>
<td>Seminole Pratl - SR 80 to Northlake Blvd, Lyons Rd - Lantana Rd to Boynton Beach Blvd, Lawrence Rd - Hypoluxo Rd to Boynton Beach, Military Trail - Linton Blvd to Glades/Butts Rd</td>
<td>Install fiber optic communication cable to connect additional traffic signals to ITS network</td>
<td>2020</td>
<td>$2,902</td>
<td>23.0</td>
<td>PE</td>
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<td>2014</td>
<td>9</td>
<td>4368991</td>
<td>Indian Trail Improvement District / FDOT</td>
<td>Hamlin Blvd from 190th St to 180th Ave N</td>
<td>Construct 6’ sidewalk</td>
<td>2020</td>
<td>$898</td>
<td>18.0</td>
<td>PE</td>
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<td>2014</td>
<td>10</td>
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<td>Palm Beach County / FDOT</td>
<td>15 mast arm traffic signals with loop detection throughout Palm Beach County</td>
<td>Replace inductive loops with video camera detection</td>
<td>2020</td>
<td>$1,815</td>
<td>15.0</td>
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<td>2014</td>
<td>11</td>
<td>4383881</td>
<td>Boca Raton / FDOT</td>
<td>Clint Moore Rd from Congress Ave to NW 2nd Ave</td>
<td>Construct 10’ shared use path on the south side of the corridor</td>
<td>2020</td>
<td>$1,197</td>
<td>12.0</td>
<td>PE</td>
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<tr>
<td>2014</td>
<td>12</td>
<td>4383891</td>
<td>Delray Beach / FDOT</td>
<td>Swinton Ave from S 10th St to NE 4th St</td>
<td>Add (2) 10-ft travel lanes, 4’ bike lanes, 6’ sidewalks, streetlights, drainage &amp; landscaping</td>
<td>2020</td>
<td>$3,197</td>
<td>16.0</td>
<td>PE</td>
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<td>2015</td>
<td>1</td>
<td>4383901</td>
<td>West Palm Beach CRA</td>
<td>West Palm Beach: 25th St to Tri-Rail Station to SR 80</td>
<td>Purchase seven (7) vehicles to support new N/S trolley service</td>
<td>2018</td>
<td>$1505</td>
<td>17.0</td>
<td>Purchase Fall 2019</td>
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<tr>
<td>2015</td>
<td>2</td>
<td>4383921</td>
<td>Palm Tran</td>
<td>Various locations along existing bus routes</td>
<td>Construct 30 transit shelters</td>
<td>2018</td>
<td>$600</td>
<td>17.0</td>
<td>Implement TBD</td>
</tr>
<tr>
<td>2015</td>
<td>3</td>
<td>4383961</td>
<td>West Palm Beach</td>
<td>Various locations along trolley lines</td>
<td>Construct seven (7) trolley shelters</td>
<td>2020</td>
<td>$571</td>
<td>16.0</td>
<td>CAP FY 2019</td>
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<td>4383941</td>
<td>Delray Beach / FDOT</td>
<td>Homewood Blvd from Old Germantown Rd to Lowson Blvd</td>
<td>Install designated bike lanes and sidewalks</td>
<td>2021</td>
<td>$1,393</td>
<td>15.0</td>
<td>PE FY 2019</td>
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<td>2015</td>
<td>5</td>
<td>4383951</td>
<td>Delray Beach / FDOT</td>
<td>George Bush Blvd from NE 2nd Ave to A1A (excluding Intracoastal Waterway bridge)</td>
<td>Add (2) 10’ travel lanes, 5’ designated bike lanes and 5-6’ sidewalks. Add street lighting, drainage, landscaping.</td>
<td>2021</td>
<td>$3,733</td>
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<td>2015</td>
<td>6</td>
<td>4383991</td>
<td>Boca Raton</td>
<td>Boca Raton: Tri-Rail Station to downtown Boca Raton and Downtown Circulator</td>
<td>Purchase seven (7) vehicles to support new trolley service</td>
<td>2020</td>
<td>$1505</td>
<td>13.0</td>
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<tr>
<td>Year</td>
<td>Rank</td>
<td>FM No.</td>
<td>Applicant/Lead Agency</td>
<td>Location</td>
<td>Description</td>
<td>CST FY</td>
<td>Total Cost</td>
<td>Score</td>
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<tr>
<td>2015</td>
<td>7</td>
<td>4384001</td>
<td>Delray Beach</td>
<td>Delray Beach: Tri-Rail Station to Atlantic Ave/ A1 (4) Replacement Trolleys</td>
<td>2020 $860 10.0</td>
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<td>PE FY 2019</td>
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<tr>
<td>2015</td>
<td>8</td>
<td>4384021</td>
<td>Boca Raton / FDOT</td>
<td>NE 5th Ave from Boca Raton Rd to NE 20th St</td>
<td>Construct 6’ sidewalk on west side</td>
<td>2020</td>
<td>$734</td>
<td>9.0</td>
<td>PE begins Sep 2019</td>
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<td>2016</td>
<td>2</td>
<td>4400421</td>
<td>West Palm Beach / FDOT</td>
<td>US 1/Dixie Hwy from Albemarle Rd to Okeechobee Blvd in West Palm Beach</td>
<td>Convert 4L to 3L &amp; associated multimodal improvements</td>
<td>2021</td>
<td>$6,379</td>
<td>42.0</td>
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<td>2016</td>
<td>3</td>
<td>4400431</td>
<td>Delray Beach / FDOT</td>
<td>Brant Bridge over C-15 Canal</td>
<td>Bridge replacement and install 10’ shared use paths</td>
<td>2021</td>
<td>$2,346</td>
<td>410</td>
<td>PE FY 2019</td>
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<td>2016</td>
<td>4</td>
<td>4400441</td>
<td>Wellington</td>
<td>Big Blue Trace from Wellington Trace to South Shore Blvd</td>
<td>10’ shared use path; crosswalk striping</td>
<td>2021</td>
<td>$693</td>
<td>40.0</td>
<td>PE FY 2019</td>
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<tr>
<td>2016</td>
<td>5</td>
<td>4400451</td>
<td>Indian Trail Improvement District / FDOT</td>
<td>Various midblock locations in Indian Trail Improvement District</td>
<td>Install speed tables, midblock islands, raised medians, and advanced warning signs</td>
<td>2021</td>
<td>$1,127</td>
<td>25.0</td>
<td>PE FY 2019</td>
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<td>2016</td>
<td>6</td>
<td>4400461</td>
<td>Lake Worth / FDOT</td>
<td>Lake Worth Rd from Erie St to A St</td>
<td>Pedestrian enhancements/traffic circle reconfiguration</td>
<td>2023</td>
<td>$943</td>
<td>*</td>
<td>PE FY 2020, *changed from TA to LI</td>
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<td>1 &amp; 5</td>
<td>4415701</td>
<td>West Palm Beach/FDOT</td>
<td>36th St &amp; bridge from Australian Ave to Poinsetta Ave in West Palm Beach</td>
<td>Buffered bike lanes and pedestrian enhancements</td>
<td>2022</td>
<td>$8,873</td>
<td>46.8</td>
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<td>2</td>
<td>4415331</td>
<td>Delray Beach</td>
<td>Lindell Blvd from Linton Blvd to Federal Hwy/ US 1</td>
<td>Install sidewalks and separated bike lanes</td>
<td>2022</td>
<td>$2,346</td>
<td>410</td>
<td>PE FY 2019</td>
</tr>
<tr>
<td>2017</td>
<td>3</td>
<td>4415721</td>
<td>Jupiter</td>
<td>Indiantown Rd from US 1 to A 1A</td>
<td>Install 4’ designated bike lanes and 10’ shared use path</td>
<td>2022</td>
<td>$2,346</td>
<td>410</td>
<td>PE FY 2019</td>
</tr>
<tr>
<td>2017</td>
<td>4</td>
<td>4415711</td>
<td>Palm Tran</td>
<td>Various bus stops - Countywide</td>
<td>Replace 40 transit shelters</td>
<td>2022</td>
<td>$2,346</td>
<td>410</td>
<td>PE FY 2019</td>
</tr>
<tr>
<td>2017</td>
<td>5</td>
<td>4415311</td>
<td>Delray Beach</td>
<td>Barwick Road from Atlantic Avenue to Lake Ida Road</td>
<td>Install sidewalks and separated bike lanes</td>
<td>2022</td>
<td>$2,346</td>
<td>410</td>
<td>PE FY 2019</td>
</tr>
<tr>
<td>2017</td>
<td>6</td>
<td>4415861</td>
<td>Delray Beach</td>
<td>Brant Bridge connector from Lindell Blvd to Brant Bridge</td>
<td>Install sidewalks and separated bike lanes</td>
<td>2023</td>
<td>$2,540</td>
<td>29.1</td>
<td>PE FY 2021</td>
</tr>
<tr>
<td>Year</td>
<td>Rank</td>
<td>FM No.</td>
<td>Applicant/Lead Agency</td>
<td>Location</td>
<td>Description</td>
<td>CST FY</td>
<td>Total Cost</td>
<td>Score</td>
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</tr>
<tr>
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</tr>
<tr>
<td>2018</td>
<td>1</td>
<td>TBD</td>
<td>Westgate CRA</td>
<td>Westgate Ave from Congress Ave to Wabasso Dr</td>
<td>Roadway repurposing to add designated bike lanes and widen sidewalks</td>
<td>TBD</td>
<td>$2,407</td>
<td>43.3</td>
<td>On Priority List</td>
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<tr>
<td>2018</td>
<td>2</td>
<td>TBD</td>
<td>PalmTran</td>
<td>Palm Tran onboard buses &amp; paratransit</td>
<td>Install ITS technology on 200 buses &amp; 250 paratransit buses</td>
<td>TBD</td>
<td>$4,792</td>
<td>42.0</td>
<td>No resolution</td>
</tr>
<tr>
<td>2018</td>
<td>3</td>
<td>TBD</td>
<td>West Palm Beach</td>
<td>Parker Avenue from Forest Hill Blvd to Nottingham Blvd</td>
<td>Install separated bicycle lanes, pedestrian lighting and street trees</td>
<td>TBD</td>
<td>$5,000</td>
<td>37.2</td>
<td>On Priority List</td>
</tr>
<tr>
<td>2018</td>
<td>4</td>
<td>TBD</td>
<td>Palm Beach County</td>
<td>Lyons Rd/Sansbury Way from Forest Hill to Okeechobee Blvd</td>
<td>Install separated bicycle lanes</td>
<td>TBD</td>
<td>$4,352</td>
<td>36.0</td>
<td>On Priority List</td>
</tr>
<tr>
<td>2018</td>
<td>5</td>
<td>TBD</td>
<td>Delray Beach</td>
<td>Linton Blvd from Fedearl Hwy to A1A</td>
<td>Install separated bicycle lanes</td>
<td>N/A</td>
<td>$998</td>
<td>34.8</td>
<td>Requires agreement w/ Palm Beach County for ROW</td>
</tr>
<tr>
<td>2018</td>
<td>6</td>
<td>TBD</td>
<td>Boynton Beach</td>
<td>Boynton Beach Blvd from I-95 to US 1</td>
<td>Install 4' designated bike lanes and widen to 9' sidewalks</td>
<td>TBD</td>
<td>$2,232</td>
<td>33.9</td>
<td>On Priority List</td>
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<tr>
<td>2018</td>
<td>7</td>
<td>TBD</td>
<td>Boca Raton</td>
<td>Yamato Rd (12 intersections) and in the downtown area (16 intersections)</td>
<td>Adaptive Control Systems</td>
<td>TBD</td>
<td>$2,202</td>
<td>28.0</td>
<td>On Priority List</td>
</tr>
<tr>
<td>2018</td>
<td>8</td>
<td>TBD</td>
<td>Wellington</td>
<td>Greenbriar Blvd from Aero Club Dr to Greenview Shores Blvd</td>
<td>4' designated bike lanes</td>
<td>N/A</td>
<td>$1,095</td>
<td>26.8</td>
<td>No Resolution</td>
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<td>2018</td>
<td>9</td>
<td>TBD</td>
<td>Delray Beach</td>
<td>Germantown Rd from Old Germantown Rd to Congress Ave</td>
<td>Install 6' separated bike lanes &amp; 6' sidewalks</td>
<td>TBD</td>
<td>$5,000</td>
<td>26.0</td>
<td>On Priority List</td>
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<tr>
<td>2018</td>
<td>10</td>
<td>TBD</td>
<td>Boca Raton</td>
<td>St Andrews Blvd from Glades Rd to Palmetto Park Rd</td>
<td>Construct 10' shared use path</td>
<td>N/A</td>
<td>$1,017</td>
<td>18.8</td>
<td>Withdrawn</td>
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<tr>
<td>2018</td>
<td>11</td>
<td>TBD</td>
<td>Royal Palm Beach</td>
<td>La Mancha Ave to Okeechobee blvd</td>
<td>La Mancha Ave road and pedestrian extension</td>
<td>N/A</td>
<td>$2,085</td>
<td>13.1</td>
<td>Requires PD&amp;E &amp; ROW phase - not eligible for LI program</td>
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<tr>
<td>Year</td>
<td>Rank</td>
<td>FM No.</td>
<td>Applicant/Lead Agency</td>
<td>Location</td>
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<tr>
<td>2010</td>
<td>1</td>
<td>4252592</td>
<td>Palm Beach County</td>
<td>Riverbend Park to the Cypress Creek Natural Area at the Palm Beach/Martin County line</td>
<td>Construct 10' paved bicycle and pedestrian path (Jessup Trail)</td>
<td>2014</td>
<td>$619</td>
<td>79.8</td>
<td>Complete</td>
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<tr>
<td>2010</td>
<td>3</td>
<td>4276531</td>
<td>Jupiter</td>
<td>A1A from Saturn St to US 1</td>
<td>Add bicycle lane, sidewalk, landscaping, signage</td>
<td>2014</td>
<td>$7,825</td>
<td>76.1</td>
<td>Complete</td>
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<td>2010</td>
<td>4</td>
<td>4296651</td>
<td>West Palm Beach</td>
<td>Tamarind Ave between Palm Beach Lakes Blvd and 25th St</td>
<td>Landscaping, pedestrian crossing improvements and street furniture</td>
<td>2014</td>
<td>$749</td>
<td>75.1</td>
<td>Complete</td>
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<tr>
<td>2010</td>
<td>1</td>
<td>4365521</td>
<td>West Palm Beach</td>
<td>5th St from Australian Ave to N Dixie Hwy</td>
<td>Add bicycle lanes, street trees, crosswalk upgrades</td>
<td>2015</td>
<td>$809</td>
<td>83.0</td>
<td>Complete</td>
</tr>
<tr>
<td>2010</td>
<td>2</td>
<td>4365501</td>
<td>Delray Beach</td>
<td>NE 2nd Ave from NE 4th St to George Bush Blvd</td>
<td>Add green bicycle lane, street light, brick pavers, bio-swale</td>
<td>2015</td>
<td>$945</td>
<td>81.5</td>
<td>Complete</td>
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<tr>
<td>2011</td>
<td>3</td>
<td>4238092</td>
<td>Palm Beach County</td>
<td>Adjacent Beeline Hwy from PGA Blvd to Northlake Blvd</td>
<td>Construct paved 12' shared use path (Bluegill Trail Phase 2)</td>
<td>2015</td>
<td>$977</td>
<td>80.8</td>
<td>Complete</td>
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<tr>
<td>2011</td>
<td>4</td>
<td>436481</td>
<td>Boca Raton</td>
<td>SE corner of Town Center Mall - from S Verde Trail to S of Town Center Rd</td>
<td>Add 8' shared-use path (Patch Reef Trail)</td>
<td>2015</td>
<td>$362</td>
<td>713</td>
<td>Complete</td>
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<tr>
<td>2011</td>
<td>5</td>
<td>436471</td>
<td>Royal Palm Beach</td>
<td>Crestwood Blvd N from Saratoga Blvd to Royal Palm Beach Blvd</td>
<td>Add on-street bicycle lanes, landscaping, install a school bus stop</td>
<td>2015</td>
<td>$884</td>
<td>69.5</td>
<td>Complete</td>
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<tr>
<td>2012</td>
<td>1</td>
<td>4333591</td>
<td>Palm Beach County</td>
<td>Everglades/E Main St to Canal St in Belle Glade</td>
<td>Construct a pedestrian bridge over the L-10 canal.</td>
<td>2017</td>
<td>$759</td>
<td>86.0</td>
<td>Complete</td>
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<tr>
<td>2012</td>
<td>2</td>
<td>4333971</td>
<td>Royal Palm Beach</td>
<td>Sparrow Dr between Sweet Bay Ln and Royal Palm Beach Blvd</td>
<td>Construct a shared use path bridge</td>
<td>2016</td>
<td>$734</td>
<td>84.0</td>
<td>Complete</td>
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<tr>
<td>2012</td>
<td>4</td>
<td>4334741</td>
<td>West Palm Beach</td>
<td>Fern St from Rosemary Ave to South Dixie Hwy</td>
<td>Improve streetscape, add pedestrian amenities, green bicycle lanes, bicycle racks</td>
<td>2016</td>
<td>$898</td>
<td>79.0</td>
<td>Complete</td>
</tr>
<tr>
<td>2012</td>
<td>5</td>
<td>4333961</td>
<td>Wellington</td>
<td>Flying Cow Rd from Binks Pointe to the Wellington Environmental Preserve</td>
<td>Construct a 4-mile shared use pathway</td>
<td>2015</td>
<td>$878</td>
<td>75.0</td>
<td>Complete</td>
</tr>
<tr>
<td>2013</td>
<td>1</td>
<td>4350841</td>
<td>Lake Worth</td>
<td>5th Ave from A St to F St</td>
<td>Construct a 5-block shared use pathway</td>
<td>2017</td>
<td>$1,164</td>
<td>79.0</td>
<td>Complete</td>
</tr>
<tr>
<td>2013</td>
<td>4</td>
<td>4368721</td>
<td>Delray Beach</td>
<td>NE 2nd Ave from NE 13th St to NE 22nd St in Delray Beach</td>
<td>Construct sidewalks, 4' designated bike lanes, reduce vehicle travel lane widths, install landscaping</td>
<td>2017</td>
<td>$1,636</td>
<td>73.8</td>
<td>CST Sep 2018</td>
</tr>
<tr>
<td>Year</td>
<td>Rank</td>
<td>FM No.</td>
<td>Applicant/Lead Agency</td>
<td>Location</td>
<td>Description</td>
<td>CST FY</td>
<td>Total Cost</td>
<td>Score</td>
<td>Project Status</td>
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<tr>
<td>2014</td>
<td>1</td>
<td>4369301</td>
<td>Palm Beach County</td>
<td>Australian Ave - 9th St to 13th St Kirk Road - Forest Hill Blvd to Pot O’ Gold St Military Trail – Dolphin Dr to Old Military Tr</td>
<td>Install overhead school zone flashers</td>
<td>2018</td>
<td>$482</td>
<td>52.0</td>
<td>Bid Awarded July 10, 2018</td>
</tr>
<tr>
<td>2014</td>
<td>2</td>
<td>4369321</td>
<td>West Palm Beach</td>
<td>North Shore neighborhood bounded by 45th St, Congress Ave, Australian Ave and Lake Mangonia in West Palm Beach</td>
<td>Construct ADA compliant ramps and sidewalks, enhanced crosswalks, and signage</td>
<td>2018</td>
<td>$573</td>
<td>52.3</td>
<td>CST Sep 2018</td>
</tr>
<tr>
<td>2014</td>
<td>3</td>
<td>4368741</td>
<td>Royal Palm Beach</td>
<td>Okeechobee Blvd from Folsom Rd to SR 7 and Partridge Lane south of Okeechobee Blvd</td>
<td>Add ped &amp; roadway lighting, 6’ sidewalk on the east side of Partridge Lane</td>
<td>2018</td>
<td>$1,542</td>
<td>43.1</td>
<td>Bidding closed June 2018</td>
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<tr>
<td>2015</td>
<td>1</td>
<td>438289</td>
<td>Delray Beach</td>
<td>Seacrest Blvd from NE 22nd St to Gulfstream Blvd</td>
<td>Widen sidewalks, add green bicycle lanes, brick crosswalks, &amp; school zone lighting</td>
<td>2019</td>
<td>$1,704</td>
<td>78.5</td>
<td>CST Feb 2019</td>
</tr>
<tr>
<td>2015</td>
<td>2</td>
<td>4284001</td>
<td>Tequesta</td>
<td>US1 from Alt A1A/ Beach Rd to County Line Rd</td>
<td>Convert 6 L to 4 L &amp; add buffered bicycle lanes, wider sidewalks, lighting, and signage</td>
<td>2018</td>
<td>$3,749</td>
<td>72.3</td>
<td>Under Construction</td>
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<tr>
<td>2015</td>
<td>3</td>
<td>4383061</td>
<td>Wellington</td>
<td>Binks Pointe Pathway from Binks Forest Dr to Flying Cow Road</td>
<td>Construct shared use path with bridge to connect to Wellington Environmental Preserve</td>
<td>2019</td>
<td>$839</td>
<td>63.1</td>
<td>CST FY 2019</td>
</tr>
<tr>
<td>2015</td>
<td>4</td>
<td>4382901</td>
<td>Royal Palm Beach</td>
<td>Various locations within Palm Beach Colony and Counterpoint Estates</td>
<td>Upgrade existing sidewalks to ADA standards in residential neighborhoods</td>
<td>2019</td>
<td>$1912</td>
<td>61.7</td>
<td>CST FY 2019</td>
</tr>
<tr>
<td>2015</td>
<td>5</td>
<td>4383851</td>
<td>West Palm Beach</td>
<td>Various West Palm Beach neighborhoods</td>
<td>Upgrade existing sidewalks to ADA standards near schools</td>
<td>2019</td>
<td>$879</td>
<td>44.4</td>
<td>CST FY 2019</td>
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<tr>
<td>2016</td>
<td>1</td>
<td>4400141</td>
<td>Wellington</td>
<td>Aero Club Dr from Greenbriar Blvd to Binks Forest Dr in Wellington</td>
<td>Construct 4’ designated bike lanes</td>
<td>2020</td>
<td>$766</td>
<td>39.4</td>
<td>PE FY 2018</td>
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<tr>
<td>2016</td>
<td>2</td>
<td>4400151</td>
<td>West Palm Beach/FDOT</td>
<td>North Shore Bridge in West Palm Beach</td>
<td>Construct pedestrian bridge west of the existing bridge</td>
<td>2020</td>
<td>$1015</td>
<td>46.1</td>
<td>PE FY 2018</td>
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<tr>
<td>2016</td>
<td>3</td>
<td>4400121</td>
<td>West Palm Beach</td>
<td>Roosevelt Estates Neighborhood in West Palm Beach</td>
<td>Install ADA ramp improvements and textured pavement at crosswalks</td>
<td>2020</td>
<td>$910</td>
<td>38.0</td>
<td>PE FY 2018</td>
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<tr>
<td>2016</td>
<td>4</td>
<td>4400171</td>
<td>Delray Beach</td>
<td>Alleyways west of 5th Ave from SE 10th to Lake Ida Rd</td>
<td>Shared use paths in residential alleyways</td>
<td>2020</td>
<td>$2,572</td>
<td>60.0</td>
<td>PE FY 2018</td>
</tr>
<tr>
<td>2017</td>
<td>1</td>
<td>4415271</td>
<td>West Palm Beach</td>
<td>Northmore neighborhood</td>
<td>Add sidewalks and construct multi-use path</td>
<td>2021</td>
<td>$1215</td>
<td>77.0</td>
<td>TBD</td>
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<tr>
<td>2017</td>
<td>2</td>
<td>4415301</td>
<td>Westgate CRA (PBC)</td>
<td>Belvedere Heights</td>
<td>Install streetlights and sidewalks</td>
<td>2021</td>
<td>$1,109</td>
<td>53.0</td>
<td>TBD</td>
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Last updated 9/10/2018
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<tr>
<th>Year</th>
<th>Rank</th>
<th>FM No.</th>
<th>Applicant/Lead Agency</th>
<th>Location</th>
<th>Description</th>
<th>CST FY</th>
<th>Total Cost</th>
<th>Score</th>
<th>Project Status</th>
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<tbody>
<tr>
<td>2017</td>
<td>4</td>
<td>4415311</td>
<td>Royal Palm Beach</td>
<td>FPL Pathway between Lamstein Ln and Las Palmas St</td>
<td>Install LED lighting adjacent to FPL Pathway</td>
<td>2021</td>
<td>$1,169</td>
<td>47.0</td>
<td>PE FY 2019</td>
</tr>
<tr>
<td>2018</td>
<td>1</td>
<td>TBD</td>
<td>West Palm Beach</td>
<td>Trailway on NW side of Clear Lake connecting Okeechobee Blvd to Palm Beach Lakes Blvd</td>
<td>Construct 10' shared use path on west side of Clear Lake</td>
<td>TBD</td>
<td>$1000</td>
<td>67.8</td>
<td>On Priority List</td>
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<tr>
<td>2018</td>
<td>2</td>
<td>TBD</td>
<td>PalmTran</td>
<td>Fixed-route</td>
<td>Install three-rack bicycle racks on entire fleet</td>
<td>N/A</td>
<td>$400</td>
<td>69.0</td>
<td>No resolution - not prioritized</td>
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<tr>
<td>2018</td>
<td>3</td>
<td>TBD</td>
<td>Greenacres</td>
<td>Dillman Trail from Forest Hill Blvd to Dillman Rd</td>
<td>Construct 12' shared use path</td>
<td>TBD</td>
<td>$561</td>
<td>59.3</td>
<td>On Priority List</td>
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<tr>
<td>2018</td>
<td>4</td>
<td>TBD</td>
<td>Boca Raton</td>
<td>SW 18th St from E of SW 6th Ter to SW 4th Ave</td>
<td>6' sidewalk along the southside of the roadway</td>
<td>N/A</td>
<td>$1000</td>
<td>613</td>
<td>City request project pulled due to FDOT issues</td>
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<td>2018</td>
<td>5</td>
<td>TBD</td>
<td>Westgate CRA</td>
<td>Bridgeman Dr, Wellington Rd, Prairie Rd within Westgate CRA</td>
<td>Install 5' sidewalks and pedestrian scale lighting - Phase II</td>
<td>TBD</td>
<td>$956</td>
<td>54.9</td>
<td>On Priority List</td>
</tr>
<tr>
<td>2018</td>
<td>6</td>
<td>TBD</td>
<td>Palm Beach County</td>
<td>CR A1A/Ocean Drive</td>
<td>Pedestrian Crossing Enhancements</td>
<td>TBD</td>
<td>$629</td>
<td>55.0</td>
<td>On Priority List</td>
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<tr>
<td>2018</td>
<td>7</td>
<td>TBD</td>
<td>Wellington</td>
<td>Greenview Shores Blvd from Binks Forest Dr to Wellington Trc</td>
<td>Designated bike lanes</td>
<td>N/A</td>
<td>$681</td>
<td>49.2</td>
<td>No resolution - not prioritized</td>
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<tr>
<td>2018</td>
<td>8</td>
<td>TBD</td>
<td>Delray Beach</td>
<td>Brant Bridge Loop - Carl Bolter Dr from Lindell Blvd to Blue Jay Turn</td>
<td>6' separated bike lanes &amp; 6' sidewalks</td>
<td>TBD</td>
<td>$536</td>
<td>47.5</td>
<td>Not prioritized</td>
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</tbody>
</table>
**PALM BEACH TPA STRATEGIC PLAN FY 2018 ANNUAL REPORT CARD (July 2017 thru June 2018)**

**HOW ARE WE DOING?**

Monitoring and annual reporting of timely progress toward the objectives informs (1) administrative decisions and actions by the Executive Director and (2) future TPA Governing Board decisions regarding appropriate revisions to investments in and additions to the Strategic Plan. This "report card" is a summary of the TPAs current status in relation to achieving each goal's set of objectives.

<table>
<thead>
<tr>
<th>GOAL</th>
<th>INDICATORS</th>
<th>MET</th>
<th>IN PROCESS</th>
<th>NOT MET</th>
<th>NOT BEGUN</th>
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<tbody>
<tr>
<td><strong>1.</strong> ADMINISTER THE AGENCY</td>
<td>- 2 Board Members attended MPOAC Institute</td>
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<tr>
<td></td>
<td>- Several Board Members attended Safe Street Summit, Local Complete Streets and MPOAC workshops</td>
<td></td>
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<tr>
<td></td>
<td>- TPA meetings at alternate sites in December 2017</td>
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<tr>
<td><strong>2.</strong> ENGAGE THE PUBLIC</td>
<td>- Completed Rebranding of the TPA in December 2017</td>
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<tr>
<td></td>
<td>- Steadily increased social media activity</td>
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<td></td>
<td>- Hosted regional Safe Streets Summit in February 2018</td>
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<td></td>
<td>- Conducted Bike to Work Ride in March 2018</td>
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<tr>
<td><strong>3.</strong> PLAN THE SYSTEM</td>
<td>- Completed US-1 Multimodal study in May 2018</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Started Lake Worth Rd and Forest Hill Blvd studies in February 2018</td>
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<tr>
<td></td>
<td>- Started Transit Access Study in April 2018</td>
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<tr>
<td><strong>4.</strong> PRIORITIZE FUNDING</td>
<td>- Created palmbeachtpa.org/funding</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Revised TPA project scoring to match PM's</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Improved funded projects map in TIP</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Created palmbeachtpa.org/map</td>
<td></td>
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</tr>
<tr>
<td><strong>5.</strong> IMPLEMENT PROJECTS</td>
<td>- Submitted Rail Safety Grant with Brightline, S Florida MPO's, counties and cities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Partnered with County to update typicals, add bike lanes on Infrastructure Surtax Projects</td>
<td></td>
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<tr>
<td></td>
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<tr>
<td><strong>6.</strong> COLLABORATE WITH PARTNERS</td>
<td>- Posted workshop video in December 2017</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Created proposed typicals for resurfacing projects</td>
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<tr>
<td></td>
<td>- Completed TPA Complete Street Design Guidelines</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Mobility Fee Discussion and ADA workshop in process</td>
<td></td>
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</tbody>
</table>

* "CURRENT" is the actual value for the reporting period of July 2017 through June 2018.
TPA STRATEGIC PLAN STEERING COMMITTEE MEETING SUMMARY
August 20, 2018
Palm Beach TPA Office
2300 N Jog Road, 4th Floor
West Palm Beach, Florida 33411

Review the Committee’s Charge
Mr. Nick Uhren stated that the committee is to evaluate the TPA’s performance in FY 2018 (July 1, 2017 to June 30, 2018). After which the committee will provide feedback on focusing the TPA’s priorities for FY 2019 (July 1, 2018 - June 30, 2019).

Evaluate the TPA’s FY 2018 Performance
Mr. Uhren highlighted the following updates from the FY 2018 Report Card:

- **Goal 1: Administer the Agency**
  - Proud of the TPA Board member attendance at the MPOAC Institute trainings.
  - TPA meetings at alternate sites has not affected attendance and it gives members a chance to visit other municipalities.
  - Tracking spending consistent with the budget.
  - Conducting staff training as well as updating the Strategic Plan.

The committee requested the continued practice of sending Board members to the MPOAC Institute trainings and noted staff should emphasize this more as it is a vital resource. Additionally, the committee stated that hosting another local MPOAC training was not cost effective.

- **Goal 2: Engage the Public**
  - Completed rebranding of the TPA in December 2017.
  - Hosted the Regional Safe Street Summit in February 2018.
  - Conducted Bike to Work Ride in March 2018.

A discussion ensued on the Bike to Work Ride details for attendance and outreach, and the municipally led bike rodeos.

- **Goal 3: Plan the System**
  - Focused on commencing multimodal corridor studies without designating the locations so the TPA staff can adapt to the priorities of the Board.
  - Commenced studies on Forest Hill Boulevard and Lake Worth Road in February 2018.
  - List of multimodal corridors is still in process as it is in conjunction with Palm
Tran’s Route Performance Maximization (RPM) in the hopes the RPM would identify corridors for greater investment.

A discussion ensued on the criteria for identifying corridors to prioritize, the “First Mile, Last Mile” initiatives as well as park & ride lots.

- **Goal 4: Prioritize Funding**
  - The approved development map is still in process. The TPA is working with the County to have an easy to use online map that allows users to select a project boundary to identify the project status of approval and construction.
  - The performance measure targets are still in process with the goal to evaluate the financial implications of the different kinds of targets chosen. In addition to the safety targets, the TPA will need to choose targets for bridge state of good repair, pavement condition, and transit asset management.

A discussion ensued on the transit asset management targets and the goal to get access to safety funds.

Mr. Uhren noted that the County’s Infrastructure Surtax project list has around $14M to reconstruct Australian Avenue in FY 2023/2024 to address the drainage and reconstruct the road to improve safety.

- **Goal 5: Implement Projects**
  - Facilitated submittal of a Rail Safety Infrastructure Grant to the Federal Rail Administration in conjunction with Brightline, all of the South Florida MPOs as well as counties and municipalities. Asking for about $5M for installation of additional gates at some crossings that did not get them in the initial stage as well as dynamic message signs. These funds are above and beyond what the TPA has given to Brightline for safety improvements along the various crossings.

A discussion ensued on the County spending funds for new culverts in preparation to expand roadways from 2-lanes to 4-lanes, and Dixie Highway’s layout as it relates to curb cuts.

- **Goal 6: Collaborate with Partners**
  - TPA Board approval for a preferred alternative to the existing Road Impact Fee system, as the current practice allows for the funds to be spent only on projects that create additional capacity for cars.

A discussion ensued on the City of West Palm Beach’s mobility study and Road Impact Fee.

  - Created proposed typicals for resurfacing projects.
  - Completed the TPA Complete Streets Design Guidelines with a note the County has updated their typical sections to be multimodal focused.
  - Providing ADA workshops is in process.

**Motion to Recommend Approval of the TPA’s FY 2019 Strategic Plan**

Mr. Uhren reviewed the focus for the FY 2019 priorities of updating the document to reflect the new branding and reorder the goal consistent with the adopted Unified Planning Work Program (UPWP).

Mr. Uhren highlighted the objectives that are new or changing as outlined in the PowerPoint presentation provided in the agenda backup.

A discussion ensued following review of each goal.
Commissioner Burdick suggested using the SAC chair or PTA president as the point of contact for “Conducting Safe Routes to School & Walking Safety Audits.”

MOTION by Mayor Pinto to Recommend Approval of the TPA’s FY 2019 Strategic Plan, seconded by Commissioner Ryan and carried unanimously 4-0. Commissioner Valeche was absent.

**Steering Committee Members in Attendance:**

- Commissioner Hal Valeche, TPA Chair, Palm Beach County
- Mayor Maria Marino, TPA Vice Chair, City of Palm Beach Gardens
- Commissioner Paula Ryan, City of West Palm Beach
- Commissioner Paulette Burdick, Palm Beach County
- Mayor Fred Pinto, Village of Royal Palm Beach

**Others in Attendance**

- Nick Uhren, Palm Beach Transportation Planning Agency
- Margarita Pierce, Palm Beach Transportation Planning Agency
Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the American with Disabilities Act or translation services for a meeting, free of charge, or for complaints, questions or concerns about civil rights, please contact: Malissa Booth at 561-684-4143 or email MBooth@PalmBeachTPA.org. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.
Palm Beach County
Mayor Melissa McKinlay
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger
Commissioner Paulette Burdick

Village of
Palm Springs
Council Member Joni Brinkman

City of
Riviera Beach
Council Member Lynne Hubbard

Village of
Royal Palm Beach
Mayor Fred Pinto

City of
West Palm Beach
Commissioner Keith A. James
Commissioner Paula Ryan

Village of
Wellington
Mayor Anne Gerwig

Port of Palm Beach
Commissioner Katherine Waldron

Florida Dept. of Transportation
(non-voting member)
District Four Secretary Gerry O’Reilly

CONTENTS
EXECUTIVE SUMMARY 4

PALM BEACH TPA MISSION & VISION 6

GOALS, ACTIONS AND OUTCOMES 7

MONITORING AND ANNUAL REPORT CARDS 7
EXECUTIVE SUMMARY

The Palm Beach Transportation Planning Agency (TPA) established and annually updates its Strategic Plan as a measurable guide toward achieving its long-term MISSION and VISION. The vision of a safe, efficient, and connected multimodal transportation system inspires the TPA’s mission to collaboratively plan, prioritize, and fund transportation. The Strategic Plan defines specific, incremental steps that will be initiated, monitored for timely progress, and annually reported to the TPA Governing Board and the public.

Six goals, aligned with the TPA’s Unified Planning Work Program, frame the approach to achieving the Strategic Plan and provide clarity of purpose and direction.

1. **Engage the Public**
   Reinforces the importance of public input to each strategic effort and every planning process that involves the TPA.

2. **Plan the System**
   Directs attention to specific issues, areas, facilities, and interests that is above and beyond what would occur through the normal planning activities of the TPA.

3. **Prioritize Funding**
   Seeks to identify and match available funding sources with eligible TPA projects to expedite implementation.

Each goal is supported by implementable actions and defined outcomes to provide clarity and accountability. Monitoring and annual reporting of timely progress toward the outcomes informs (1) administrative decisions and actions by the Executive Director and (2) future TPA Governing Board decisions regarding appropriate revisions.
Several benefits are derived from developing and implementing the Strategic Plan. Governing Board priorities are clearly communicated for the TPA Executive Director and staff to follow. Metrics are established for measuring progress on each action and making adjustments to achieve the strategic outcomes efficiently and cost-effectively. Transparency and accountability is provided to the public, the partnering organizations, and the member agencies of the TPA.

Implement Projects ensures delivery of funded projects is consistent with the TPA’s mission and vision.

Collaborate with Partners supports local, regional, state, and national agencies as they implement, maintain, and manage transportation facilities and services.

Administer the Agency is focused on equipping the organization and directing resources to achieve the strategic objectives.

to the Strategic Plan. The annual “report cards” also serve as a communication tool with transportation stakeholders and the general public, demonstrating the effectiveness of the agency and the benefits derived by the community.
Palm Beach TPA
MISSION & VISION

Strategic planning is an organization’s process of defining its strategy, or direction, and making decisions on allocating its resources to pursue this strategy. The mission and vision statements are important to help concisely communicate the overall agency’s purpose and direction. Crafted by the Governing Board, Committees, Executive Director and staff, the Palm Beach TPA’s mission and vision statements were intended to be inspirational while also providing a focus and direction for the organization. Together, they will guide the Governing Board in making decisions and establishing what the organization does.

MISSION
To collaboratively plan, prioritize, and fund the transportation system.

VISION
A safe, efficient, and connected multimodal transportation system.
GOALS, ACTIONS AND OUTCOMES

Six goals, aligned with the TPA’s Unified Planning Work Program, frame the approach to achieving the Strategic Plan and provide clarity of purpose and direction (see Figure 1). On the following pages, the goals are further defined and supported by implementable actions and defined outcomes so that evidence of progress and accountability may be monitored.

FIGURE 1 GOAL AREAS FROM THE TPA’S UNIFIED PLANNING WORK PROGRAM

MONITORING AND ANNUAL REPORT CARDS

Monitoring and annual reporting of timely progress toward the objectives informs (1) administrative decisions and actions by the Executive Director and (2) future TPA Board decisions regarding appropriate revisions to the Strategic Plan. These annual “report cards”, found at PalmBeachTPA.org/Strategic-Plan, summarize the TPAs prior performance in relation to achieving each goal’s set of objectives.
### ENGAGE THE PUBLIC

<table>
<thead>
<tr>
<th>Action</th>
<th>Outcome(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Create new brand collateral (handouts, giveaways)</td>
<td>New material by December 2018</td>
</tr>
<tr>
<td>B Expand social media outreach to inform and engage the public</td>
<td>Monthly social media activity report</td>
</tr>
<tr>
<td>C Conduct outreach events (e.g. Safe Streets Summit, Bike to Work Ride, Walk/Bike to School Day, etc.)</td>
<td>500 Respondents / Year, 2,000 Participants / Year</td>
</tr>
<tr>
<td>D Update video explaining role of the TPA</td>
<td>New video on website by March 2019</td>
</tr>
</tbody>
</table>

### PLAN THE SYSTEM

<table>
<thead>
<tr>
<th>Action</th>
<th>Outcome(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Commence new multimodal studies</td>
<td>3 Studies / Year</td>
</tr>
<tr>
<td>B Conduct Safe Routes to School &amp; Walking Safety Audits</td>
<td>3 Locations / Year</td>
</tr>
<tr>
<td>C Create interactive transportation planning map site</td>
<td>Map on website by June 2019</td>
</tr>
<tr>
<td>D Publish Long Range Transportation Plan Implementation Report</td>
<td>Publish report by June 2019</td>
</tr>
<tr>
<td>E Create Transit Shelter Design Guide</td>
<td>Design guide by June 2019</td>
</tr>
</tbody>
</table>

### PRIORITIZE FUNDING

<table>
<thead>
<tr>
<th>Action</th>
<th>Outcome(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Maintain website of funding opportunities</td>
<td>Updated list of funding opportunities on website</td>
</tr>
<tr>
<td>B Select system performance measure targets based on values and cost feasibility</td>
<td>Targets selected by June 2019</td>
</tr>
<tr>
<td>C Update LI/TA Scoring System to ensure projects advance TPA Priorities</td>
<td>Updated scoring system by December 2019</td>
</tr>
<tr>
<td>D Submit applications for Discretionary Grants (New Starts, CRISI, BUILD, Smart Cities, etc.)</td>
<td>1 Application / Year</td>
</tr>
</tbody>
</table>
## IMPLEMENT PROJECTS

<table>
<thead>
<tr>
<th>Action</th>
<th>Outcome(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Review FDOT, County and City project design to ensure all funded projects advance TPA priorities</td>
</tr>
<tr>
<td>B</td>
<td>Publish annual system report card on status of TPA performance measures and projects to improve them</td>
</tr>
<tr>
<td>C</td>
<td>Monitor status of TPA priority projects</td>
</tr>
</tbody>
</table>

## COLLABORATE WITH PARTNERS

<table>
<thead>
<tr>
<th>Action</th>
<th>Outcome(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Create Model Complete Street Policy for County, Cities</td>
</tr>
<tr>
<td>B</td>
<td>Endorse an alternative to road impact fee system</td>
</tr>
<tr>
<td>C</td>
<td>Provide ADA Transition Plan Training Workshop</td>
</tr>
<tr>
<td>D</td>
<td>Conduct FHWA Lane Repurposing Workshop</td>
</tr>
</tbody>
</table>

## ADMINISTER THE AGENCY

<table>
<thead>
<tr>
<th>Action</th>
<th>Outcome(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Provide Board Member Training (MPOAC Institute, National Conferences, Local Workshops)</td>
</tr>
<tr>
<td>B</td>
<td>Provide TPA Staff Training</td>
</tr>
<tr>
<td>C</td>
<td>Move to new office and meeting space</td>
</tr>
<tr>
<td>D</td>
<td>Provide financial reports</td>
</tr>
<tr>
<td>E</td>
<td>Provide strategic plan report</td>
</tr>
</tbody>
</table>
TPA Member Dues and Admin Services Tracking

<table>
<thead>
<tr>
<th>TPA Board Member</th>
<th>Estimated Annual Dues</th>
<th>Member Dues Action Date</th>
<th>Admin Services Action Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Palm Beach</td>
<td>$11,015</td>
<td>In FY19 budget</td>
<td></td>
</tr>
<tr>
<td>Boca Raton</td>
<td>$9,180</td>
<td>Approved 6/11</td>
<td>Approved 7/24</td>
</tr>
<tr>
<td>Boynton Beach</td>
<td>$7,399</td>
<td>Approved 8/7</td>
<td></td>
</tr>
<tr>
<td>Delray Beach</td>
<td>$6,580</td>
<td>Approved 9/6</td>
<td></td>
</tr>
<tr>
<td>Wellington</td>
<td>$6,178</td>
<td>Approved 5/21</td>
<td></td>
</tr>
<tr>
<td>Jupiter</td>
<td>$6,139</td>
<td>Approved 6/19</td>
<td>Approved 6/19</td>
</tr>
<tr>
<td>Palm Beach Gardens</td>
<td>$5,259</td>
<td>Approved 7/12</td>
<td>Approved 7/12</td>
</tr>
<tr>
<td>Greenacres</td>
<td>$3,977</td>
<td>Approved 3/5</td>
<td></td>
</tr>
<tr>
<td>Royal Palm Beach</td>
<td>$3,749</td>
<td>Approved 7/19</td>
<td>Approved 7/19</td>
</tr>
<tr>
<td>Riviera Beach</td>
<td>$3,506</td>
<td>Approved 9/5</td>
<td></td>
</tr>
<tr>
<td>Port of Palm Beach</td>
<td>$3,506</td>
<td>Approved 4/19</td>
<td></td>
</tr>
<tr>
<td>Palm Springs</td>
<td>$2,325</td>
<td>Approved 5/10</td>
<td></td>
</tr>
<tr>
<td>Palm Beach County</td>
<td>$61,811</td>
<td>On 9/18 agenda</td>
<td></td>
</tr>
<tr>
<td>Lake Worth</td>
<td>$3,795</td>
<td>On 9/13 agenda</td>
<td></td>
</tr>
<tr>
<td>Belle Glade</td>
<td>$1,729</td>
<td>Mayor Supportive</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$136,146</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Memo

To: Nick Uhren, Executive Director

From: Paul Gougelman, TPA General Counsel

Date: June 22, 2018

Re: Attorney General Opinion Regarding Provisions in Palm Beach County Charter

You have asked my opinion whether the Palm Beach TPA may obtain an opinion from the Florida Attorney General regarding a provision in the Palm Beach County Charter.

SHORT ANSWER: Based on the guidelines for opinions promulgated by the Attorney General, the Attorney General would almost certainly reject a request for an opinion regarding a provision in the Palm Beach County Charter.

ANALYSIS: Section 16.01(3), Florida Statutes, provides that the Attorney General “may” upon written request issue an official opinion and legal advice relating to the official duties of the requesting party. Thus, the Attorney General is not required to issue an opinion, and many times the form in which that opinion is issued varies. Sometime informal opinions are given, and sometimes formal opinions are given. General Bondi appears to issue formal opinions sparingly.

1 Section 16.01(3) provides:

Notwithstanding any other provision of law, shall, on the written requisition of the Governor, a member of the Cabinet, the head of a department in the executive branch of state government, the Speaker of the House of Representatives, the President of the Senate, the Minority Leader of the House of Representatives, or the Minority Leader of the Senate, and may, upon the written requisition of a member of the Legislature, other state officer, or officer of a county, municipality, other unit of local government, or political subdivision, give an official opinion and legal advice in writing on any question of law relating to the official duties of the requesting officer.

(emphasis supplied).

2 For example, in 2017, only eight formal opinions were issued. By contrast in 2000, then-General Butterworth issued 72 opinions, and in 1975, then-General Shevin issued 312 formal opinions.
In addition, the Attorney General has promulgated guidelines (the “Guidelines”) regarding whether opinion requests will even be entertained. Those guidelines are long standing and predate the current Attorney General, but they are still adhered to. The guidelines state clearly that:

Opinions generally are not issued on questions requiring an interpretation only of local codes, ordinances or charters rather than the provisions of state law. Instead such requests will usually be referred to the attorney for the local government in question.

Other circumstances in which the Attorney General may decline to issue an opinion include:

- questions of a speculative nature;
- questions requiring factual determinations;
- questions which cannot be resolved due to an irreconcilable conflict in the laws although the Attorney General may attempt to provide general assistance;
- questions of executive, legislative or administrative policy;
- matters involving intergovernmental disputes unless all governmental agencies concerned have joined in the request; moot questions;
- questions involving an interpretation only of local codes, charters, ordinances or regulations; or
- where the official or agency has already acted and seeks to justify the action.

(emphasis supplied).

Thus, given the restraint placed on the number of opinions being issued and the explicit statement in the Guidelines, I do not believe that that Attorney General would issue the opinion discussed at the June 21st TPA Governing Board meeting. We can, of course, always call the Division of Legal Opinions in the Attorney General’s Office to discuss this issue further, but I do believe the resolution is fairly clear.

PRG/ns

Palm Beach TPA/AGO Opinion1.Mem

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The Palm Beach TPA prioritizes public involvement in the local and regional transportation planning process, and utilizes various methods to communicate information and opportunities for public input:

TPA Website | Social Media | Meetings of the TPA Governing Board, Advisory and Ad-Hoc Committees | Special Workshops | Presentations | Exhibits | TPA Activities | Community Events

### Highlights
- TIP FY 2019-23 - Adopted on June 21
- Dump the Pump Day events, June 21
  - WPB Intermodal Center
  - Boca Raton Tri - Rail Station

### Platforms

<table>
<thead>
<tr>
<th></th>
<th>PB TPA Website</th>
<th>Facebook</th>
<th>Twitter</th>
<th>LinkedIn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Users or Followers</td>
<td>1,143</td>
<td>328</td>
<td>730</td>
<td>125</td>
</tr>
<tr>
<td>Impressions or Sessions</td>
<td>1,934</td>
<td>2,150</td>
<td>12,700</td>
<td>1,009</td>
</tr>
</tbody>
</table>

### Online Engagement

![Graph showing online engagement data]

### Upcoming Meetings & Events
- Transportation Disadvantaged Local Coordinating Board (TDLCC) mtg: Aug. 29
- Technical Advisory Committee (TAC) mtg: Sep. 5
- Citizens Advisory Committee (CAC) mtg: Sep. 5
- Bicycle/Trailways/Pedestrian Advisory Committee (BTPAC) mtg: Sep. 6
- TPA Governing Board mtg. - Lake Worth: Sep. 20
The Palm Beach TPA prioritizes public involvement in the local and regional transportation planning process, and utilizes various methods to communicate information and opportunities for public input:

TPA Website | Social Media | Meetings of the TPA Governing Board, Advisory and Ad-Hoc Committees | Special Workshops | Presentations | Exhibits | TPA Activities | Community Events

### Transportation Matters E-News Issues: July 12 and July 26

(512 e-mail recipients)

#### Highlights

- Jul. 26: Lake Worth Town Hall traffic mtg
- Development of Regional video to promote public participation in the LRTP & Regional Transportation Plan
- Development of a public Transportation Survey

#### Platforms

<table>
<thead>
<tr>
<th></th>
<th>PB TPA Website</th>
<th>Facebook</th>
<th>Twitter</th>
<th>LinkedIn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Users or Followers</td>
<td>663</td>
<td>329</td>
<td>743</td>
<td>128</td>
</tr>
<tr>
<td>Impressions or Sessions</td>
<td>815</td>
<td>267</td>
<td>8,372</td>
<td>133</td>
</tr>
</tbody>
</table>

### Online Engagement

![Graph showing online engagement over time]

### Upcoming Meetings & Events

- Aug. 23-24 - GIS Expo
- Sep. 5 - Technical Advisory Committee (TAC) mtg
- Sep. 5 - Citizens Advisory Committee (CAC) mtg
- Sep. 6 - Bicycle Trailways Pedestrian Advisory Committee (BTPAC) mtg
- Sep. 20 - TPA Governing Board mtg
- Sep. 29 - Transportation Disadvantaged Local Coordinating Board mtg
- Oct. 11 - ADA Transition Plan Training
The Palm Beach TPA prioritizes public involvement in the local and regional transportation planning process, and utilizes various methods to communicate information and opportunities for public input:

TPA Website | Social Media | Meetings of the TPA Governing Board, Advisory and Ad-Hoc Committees | Special Workshops | Presentations | Exhibits | TPA Activities | Community Events

### Transportation Matters E-News Issues: Aug. 15 and Aug. 29 (682 e-mail recipients)

**Highlights**

- **TPA transportation survey events:**
  - Aug. 4: Back-to-School events in Jupiter, Delray, Greenacres
  - Aug. 21: Brightline station
  - Aug. 23-24: GIS Expo
  - Aug. 25: Boynton Beach Library
  - Aug. 27: VA Medical Center
  - Aug. 28: PBC Gov. Center
  - Aug. 30: PB Gardens Senior Center
- Aug. 14: Vision Zero adopted in WPB
- Aug. 23: Quiet Zone established in Boynton Beach
- Aug. 23-24: TPA Patron Supporter of GIS Expo

**Platforms**

<table>
<thead>
<tr>
<th>Platform</th>
<th>Users or Followers</th>
<th>Impressions or Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>PB TPA Website</td>
<td>2,541</td>
<td>3,512</td>
</tr>
<tr>
<td>Facebook</td>
<td>343</td>
<td>1,548</td>
</tr>
<tr>
<td>Twitter</td>
<td>746</td>
<td>6,909</td>
</tr>
<tr>
<td>LinkedIn</td>
<td>138</td>
<td>844</td>
</tr>
</tbody>
</table>

### Online Engagement

![Graph showing online engagement from Sep 2017 to Aug 2018]

### Upcoming Meetings & Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sep. 5</td>
<td>Technical Advisory Committee (TAC) mtg</td>
</tr>
<tr>
<td>Sep. 5</td>
<td>Citizens Advisory Committee (CAC) mtg</td>
</tr>
<tr>
<td>Sep. 6</td>
<td>Bicycle Trailways Pedestrian Advisory (BTPAC) Committee mtg</td>
</tr>
<tr>
<td>Sep. 20</td>
<td>TPA Governing Board mtg</td>
</tr>
<tr>
<td>Sep. 25</td>
<td>Transportation Disadvantaged Local Coordinating Board mtg</td>
</tr>
<tr>
<td>Oct. 11</td>
<td>ADA Transition Plan Training</td>
</tr>
</tbody>
</table>
Palm Beach TPA
Patron Level Supporter
GIS Expo - 25th Anniversary

Aug. 23-24, 2018
Palm Beach County Convention Center

700+ Attendees

89 TPA Surveys
Completed on iPads

Top Level Recognition
$1,900 Patron Fee
including in-kind
Subsidy award in conformance with
TPA Resolution 2018-04
Fiscal Report

FY18 4th Quarter
07/01/2017 - 6/30/2018

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th>Annual Budget</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance ¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Highway Administration (FHWA)</td>
<td>$1,770,574</td>
<td>$1,770,574</td>
<td>$1,415,585</td>
<td>-20%</td>
</tr>
<tr>
<td>Federal Transit Administration (FTA)</td>
<td>$944,206</td>
<td>$944,206</td>
<td>$899,301</td>
<td>-5%</td>
</tr>
<tr>
<td>FTA Match from Palm Beach County</td>
<td>$104,912</td>
<td>$104,912</td>
<td>$99,922</td>
<td>-5%</td>
</tr>
<tr>
<td>Commission for Transportation Disadvantaged</td>
<td>$49,795</td>
<td>$49,795</td>
<td>$49,795</td>
<td>0%</td>
</tr>
<tr>
<td>MPO Local Reserve Funds</td>
<td>$17,640</td>
<td>$17,640</td>
<td>$(16,267)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Funding</strong></td>
<td><strong>$2,887,127</strong></td>
<td><strong>$2,887,127</strong></td>
<td><strong>$2,448,336</strong></td>
<td><strong>-15%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel &amp; Benefits</td>
<td>$1,182,693</td>
<td>$1,182,693</td>
<td>$1,030,246</td>
<td>-13%</td>
</tr>
<tr>
<td>Travel &amp; Training</td>
<td>$57,750</td>
<td>$57,750</td>
<td>$44,342</td>
<td>-23%</td>
</tr>
<tr>
<td>Consultant Services</td>
<td>$1,213,250</td>
<td>$1,213,250</td>
<td>$966,907</td>
<td>-20%</td>
</tr>
<tr>
<td>Direct Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosting Agency Services</td>
<td>$142,039</td>
<td>$142,039</td>
<td>$146,602</td>
<td>3%</td>
</tr>
<tr>
<td>Facility &amp; Equipment Maintenance</td>
<td>$27,685</td>
<td>$27,685</td>
<td>$20,476</td>
<td>-26%</td>
</tr>
<tr>
<td>Graphics &amp; Legal Advertising</td>
<td>$26,250</td>
<td>$26,250</td>
<td>$10,725</td>
<td>-59%</td>
</tr>
<tr>
<td>Operational Supplies &amp; Equipment</td>
<td>$27,510</td>
<td>$27,510</td>
<td>$20,427</td>
<td>-26%</td>
</tr>
<tr>
<td>Data Processing Equipment</td>
<td>$8,820</td>
<td>$8,820</td>
<td>$500</td>
<td>-94%</td>
</tr>
<tr>
<td>Non-Reimbursable Direct Expenses</td>
<td>$17,640</td>
<td>$17,640</td>
<td>$24,612</td>
<td>40%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$2,703,637</strong></td>
<td><strong>$2,703,637</strong></td>
<td><strong>$2,264,836</strong></td>
<td><strong>-16%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfers to Other Agencies</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>To FDOT D4 for SERPM 8 Model</td>
<td>$83,500</td>
<td>$83,500</td>
<td>$83,500</td>
<td></td>
</tr>
<tr>
<td>To Broward MPO for Regional Plan</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$183,500</strong></td>
<td><strong>$183,500</strong></td>
<td><strong>$183,500</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL EXPENDITURES &amp; TRANSFERS</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>$2,887,137</strong></td>
<td><strong>$2,887,137</strong></td>
<td><strong>$2,448,336</strong></td>
<td><strong>-15%</strong></td>
</tr>
</tbody>
</table>

Notes
1. Variance is calculated as (Actual Year to Date(YTD) - Budget YTD) / Budget YTD)
2. MPO Local Reserve Funds are used to offset the difference between total expenditures and outside funding sources.