

FM No: 438394-1-52-02
FEID No: VF-596-000-308

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this 8th day of October, 20²⁰, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Delray Beach located at 100 W. Atlantic Avenue, Delray Beach, FL 33444, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the PARTICIPANT is providing the DEPARTMENT with financial assistance for certain improvements in connection with the DEPARTMENT's construction (bike lane and sidewalk) work along Homewood Boulevard from Old Germantown Road to Lowson Boulevard in Palm Beach County, Florida. (Financial Management (FM) Number 438394-1-52-01, Funded in Fiscal Year 2020/2021); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Culvert widening, construction (install) of mast arm signal, pavement marking and signing (Financial Management (FM) Number 438394-1-52-02, Funded in Fiscal Year 2020/2021) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 06-18 adopted on January 16, 2018, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The total cost for the Project and the DEPARTMENT's milling and resurfacing work along George Bush Boulevard, is estimated to be ONE MILLION SIX HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED SIXTY FOUR DOLLARS AND NO CENTS (\$1,657,364.00). The PARTICIPANT'S share for the Project is estimated to be NINE HUNDRED ONE THOUSAND THIRTY NINE DOLLARS AND NO CENTS (\$901,039.00).

In the event the actual cost of the Project results in a decrease to the PARTICIPANT's share, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of NINE HUNDRED ONE THOUSAND THIRTY NINE DOLLARS AND NO CENTS (\$901,039.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, this Agreement will be terminated.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 438394-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 438394-1-52-02.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #438394-1-52-02

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886.

- B. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Total Accepted Bid, whichever is earlier, so that the total deposit is equal to the

Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Accepted Bid amount for the Project plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

- C. If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's share of the Accepted Bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- D. Should Project modifications occur that increase the PARTICIPANT's cost for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual cost will exceed the PARTICIPANT's payment. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the resurfacing work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the Department's Improvement. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting

is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- F. In the event the final accounting of Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
 - G. The payment of funds, once they are received by the DEPARTMENT from the PARTICIPANT, will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached Three Party Escrow Agreement between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.
- 5. The PARTICIPANT will comply with the provisions set forth in the Highway Maintenance Memorandum of Agreement (HMMOA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
 - 6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
 - 7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
 - 8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 438394-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
 - 9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
 - 10. The PARTICIPANT/ Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and

- (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Raul Dominguez, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

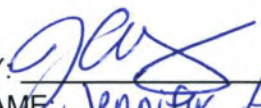
City of Delray Beach
434 S. Swinton Avenue
Delray Beach, Florida 33444
Attn: Ms. Missie Bartelo
With a copy to: City Attorney


The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. 06-18, hereto attached.

CITY OF DELRAY BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
NAME: Jennifer Alvarez
TITLE: Interim City Manager

DocuSigned by:

BY: STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:


CITY CLERK (SEAL)

DocuSigned by:

BY: OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:


BY: CITY ATTORNEY

DocuSigned by:

BY: DISTRICT PROGRAM MGMT. ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
FM# 438394-1-52-02

The project scope includes but not limited to the modifications of the existing canal crossing at LWDD L-36 canal and replacement of existing strain wire signals with new mast arm assemblies at the Linton Boulevard and Homewood Boulevard intersection.

Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Delray Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Culvert widening, construction (install) of mast arm signal,
pavement marking and signing
Project #: 438394-1-52-02
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance

with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028

Federal Employer I.D. Number

Title

Date

F-596-000-308-007

Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!

EXHIBIT C

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE CITY OF DELRAY BEACH

SECTION No.: 939001-92
FM No.: 438394-1-52-01
AGENCY: City of Delray Beach
C.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, into this _____ day of _____, 2020, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Delray Beach, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**, collectively referred to as Parties.

WITNESSETH:

WHEREAS, the **AGENCY** has jurisdiction over Homewood Boulevard, as part of the City roadway system from Old Germantown Road and Lowson Boulevard; and

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

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the **AGENCY** to maintain the project; and

WHEREAS, pursuant to such authority, the **DEPARTMENT** and the **AGENCY** agrees to have the **DEPARTMENT** construct certain improvements more particularly described as Financial Project ID 438394-1-52-01, which involves sidewalk and bicycle lane improvements; hereinafter referred to as the "Project", as more particularly described in Exhibit A; and

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

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the **DEPARTMENT** will proceed to construct the Project; and

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

WHEREAS, the **AGENCY** by Resolution on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2020, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2020-21, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2020, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to maintaining the roadway, sidewalk facilities, drainage system, signage and pavement markings, signals, and lighting. The Department shall give the AGENCY ten (10) days' notice before final acceptance.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability

for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the utility to relocate or adjust if the utility is there by permit, as necessary.

- a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.

10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.

11. Drainage: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to construct the drainage improvements to address increased runoff from additional impervious area from the widened pavement.

12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.

13. E-verify requirements: The AGENCY:

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

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

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

16. LIST OF EXHIBITS

- **Exhibit A:** Project Scope

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

AGENCY

ATTEST:

City of Delray Beach, through its
BOARD OF CITY COMMISSIONERS

By: _____

_____ day of _____, 20____

Approved as to form by Office of City Attorney

By: _____

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Transportation Development Director

_____ day of _____, 20____

Approval :

Office of the General Counsel (Date)

Executive Secretary
(SEAL)

THIS IS AN EXHIBIT ONLY...NOT FOR EXECUTION!!!

SECTION No.: 939001-92
FM No.: 438394-1-52-01
AGENCY: City of Delray Beach
C.R. No.: N/A

EXHIBIT A
PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

Typical Section:

- Southern Segment (From Old Germantown Rd to Linton Blvd). Typical section consists of a two-lane two-way undivided roadway with 11' travel lanes, 5' bike lanes, 19" grass swales, and 5' concrete sidewalk on both sides. Posted speed is 30 mph.
- Northern Segment (From Linton Blvd to Lowson Blvd). Typical section consists of a 2-lane divided roadway with 11' travel lanes, 5' bike lanes, a 14' to 20' raised landscape median in each direction, and 5' concrete sidewalk on both sides. Grass swales vary in width from 6.5' to 12'. Posted speed is 30 mph.

Signing and Pavement Markings:

- Install signs related to the bicycle lane construction. Installed signs to be in conformance with the City of Delray Beach Engineering Standards and the 2009 Manual of Uniform Traffic Control Devices (MUTCD) with Revision 1 and 2. Install pavement markings in accordance FDOT Standard Plans FY 2020-21, the 2016 Florida Greenbook, and 2009 MUTCD.

Drainage:

- Construct drainage improvements to address increased runoff from additional impervious area from the bicycle lanes. Regrade existing roadside slope to increase storage volumes in order to attenuate increased runoff from widened areas.

Structures:

- Replacement of existing sand-cement rip-rap walls with a cast-in-place concrete head walls to accommodate proposed typical section across the L-36 Canal.

Permits:

- No potential environmental impacts have been identified within the project limits. The project is exempt per F.A.C. Section 62-330.051(4)(c) and (d). A Right-of-Way Occupancy Permit from Lake Worth Drainage District is necessary as guardrail and signal elements are located within LWDD Right-of-Way.

Landscape:

- Document existing tree type and condition. Prune, and remove trees in vicinity of improvements.

Other:

- Pedestrians improvements include reconstruction of curb ramps that do not meet ADA guidelines and affected by roadway widening, restriping of crosswalks, and upgrades of pedestrian features at signalized intersections.

RESOLUTION 06-18

A RESOLUTION OF THE CITY COMMISSION OF DELRAY BEACH, FLORIDA, ENDORSING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DELIVERY FOR THE CONSTRUCTION OF SIDEWALK AND BICYCLE FACILITIES ON HOMEWOOD BOULEVARD AND GEORGE BUSH BOULEVARD; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission of the City of Delray Beach recognizes that alternative methods of transportation are important aspects of the City of Delray Beach's planning efforts; and

WHEREAS, it is incumbent upon community leaders to ensure the safety and welfare of residents and visitors in the City of Delray Beach; and

WHEREAS, the City of Delray Beach wishes to install bicycle and pedestrian ("bike-ped") pathways together with multi-use roadways.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

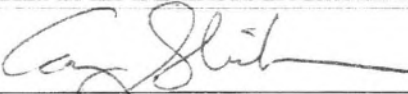
Section 1. The City Commission hereby endorses the State of Florida Department of Transportation's (FDOT) Delivery of the following projects to add sidewalks and bicycle facilities to improve connectivity for multimodal transportation, as well as aesthetics:

- Homewood Boulevard from Germantown Rd to Lowson Boulevard (PM# 438394-1)
- George Bush Boulevard from NE 2nd Ave to SR A1A (PM# 438395)

Section 2. The City Commission hereby authorizes the Mayor or City Manager to conduct activities necessary to endorse the State of Florida Department of Transportation to deliver the projects described in Section 1.

Section 3. This Resolution shall take effect immediately upon adoption.

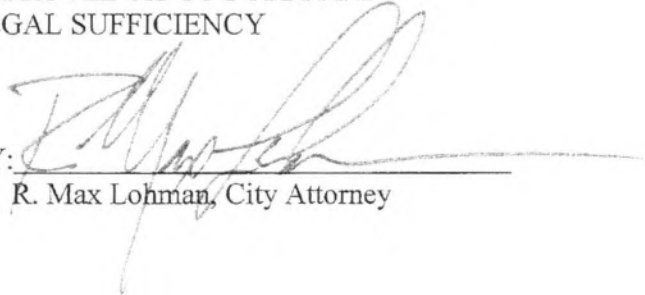
PASSED AND ADOPTED this 16th day of January, 2018.


MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
R. Max Lohman, City Attorney