



## **TPA GOVERNING BOARD MEETING AGENDA**

**DATE:** Thursday, December 15, 2022  
**TIME:** 9:00 a.m.  
**PLACE:** 301 Datura Street, West Palm Beach, FL 33401

Attendees may not enter the TPA workplace if in the previous 5 days, they have tested positive for COVID-19, exhibited symptoms of COVID-19, or been in close contact with someone with COVID-19 and are unvaccinated.

To promote awareness of multimodal options for in-person attendance, a map of transportation facilities and services around the TPA Office is provided on page 5.

Members of the public can [join the meeting](#) in person or virtually.

Please call 561-725-0800 or e-mail [info@PalmBeachTPA.org](mailto:info@PalmBeachTPA.org) for assistance joining the virtual meeting.

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### **1. REGULAR ITEMS**

- A. Call to Order and Roll Call
- B. Invocation and Pledge of Allegiance
- C. Modifications to the Agenda
- D. General Public Comments

Members of the public are invited to offer general comments unrelated to agenda items at this time. Public comments related to agenda items will be heard following staff presentation of the item. Comments may be submitted in the following ways:

- A written comment may be submitted at [PalmBeachTPA.org/Comment-Form](https://PalmBeachTPA.org/Comment-Form) at any time prior to the commencement of the relevant agenda item.
- A verbal comment may be provided by a virtual attendee using the raise hand feature in the Zoom platform.
- A verbal and/or written comment may be provided by an in-person attendee submitting a comment card available at the welcome table.

Note that the Chair may limit comments to 3 minutes or less depending on meeting attendance.

- E. Comments from the Chair and Member Comments
- F. Executive Director's Report
- G. TPA Governing Board Group Photo

- H. MOTION TO APPROVE Consent Agenda Item
1. Meeting Minutes for October 20, 2022
  2. Appointment renewals to the TPA Advisory Committees through December 2025
    - a. Thomas Lanahan as the Treasure Coast Regional Planning Council Technical Advisory Committee (TAC) Alternate.
    - b. Ted Goodenough as the Disabled Community Vision Zero Advisory Committee (VZAC) Representative.
  3. Appointments to the TPA Advisory Committees through December 2025
    - a. Kate Layton as the Town of Jupiter Citizen's Advisory Committee (CAC) Representative.
    - b. Wibet Hay as the Florida Department of Transportation (FDOT) VZAC Representative.
    - c. Cristine Perdomo as the City of West Palm Beach VZAC Alternate.
    - d. Dodi Glas as the City of West Palm Beach TAC Alternate.
    - e. Latoya Bunches as the Palm Beach County School District TAC Alternate.
    - f. Andrew Gamboa-Villamil as the Palm Beach County Airports TAC Alternate.
  4. Appointment renewals to the Transportation Disadvantaged Local Coordinating Board (LCB) through December 2025
    - a. Elisa Cramer as the FL Department of Children and Families LCB Representative.
    - b. Robyn Manuel as the Department of Education LCB Representative.
    - c. Marie Dorismond as the FDOT LCB Representative.
    - d. Paula Scott as the FDOT LCB Alternate.
  5. Appointments to the LCB through 2025
    - a. Stessy Cocerez as the Palm Beach County Community Services Department LCB Representative.
    - b. Vasti Amaro as the Private Transportation Industry LCB Representative.
  6. Adoption of the attached resolution amending the TPA Operating Procedures Section 2.2.E to include attendance at the Metropolitan Planning Organization Advisory Council (MPOAC) and Southeast Florida Transportation Council (SEFTC) meetings in the Chair and Vice Chair duties. The draft Operating Procedures and 2023 SEFTC and MPOAC meeting dates are attached.
  7. Adoption of the attached resolution amending the TPA Operating Procedures Section 2.2.F to update the charge of the Executive Committee.
  8. Adoption of the attached resolution amending the TPA Financial Policies authorizing the TPA Governing Board Chair or Vice-Chair to approve the TPA Executive Director's timesheets and reimbursements.
  9. Adoption of the attached 2050 Long Range Transportation Plan (LRTP) Consulting Services Agreement.

## 2. ACTION ITEMS

### A. MOTION TO ELECT TPA OFFICERS for the 2023 Calendar Year

Pursuant to Section 2.2.A of the TPA's Operating Procedures, "The officers of the TPA shall consist of a Chair, a Vice Chair, and three at-large Representatives of the Governing Board. Together, the officers shall be referred to as the Executive Committee. Not more than two of the officers may be County Commissioners."

Pursuant to Section 2.2.B of the TPA's Operating Procedures, "The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year."

Additionally, Section 2.2.C specifies that "The Chair must have served on the TPA Governing Board as a Representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the TPA Governing Board." A list of TPA Board Representatives that have completed the requisite training is attached. The next MPOAC Institute Training will take place in Spring of 2023.

The City of Palm Beach Gardens Mayor Chelsea Reed is the current TPA Chair with the Executive Committee officers: City of Greenacres Mayor Joel Flores, Palm Beach County Commissioner Maria Marino, and Village of Wellington Councilman Michael Napoleone.

### B. MOTION TO ADOPT a Resolution approving TIP Amendment #2 to the TPA's Fiscal Year (FY) 2023 - 2027 Transportation Improvement Program (TIP)

The TIP is the TPA's five-year funding program for transportation projects in Palm Beach County. FDOT requests approval of the following FY 2023-2027 TIP amendment:

- Change project length and add funding to cover cost increases due to inflation to projects #4397581 I-95 Northbound off-ramp at Indiantown Rd, #4461001 SR-80 from US-27 to east of Glades Glen Dr, #4461771 SR-7 from north of Southern Blvd to Okeechobee Blvd.
- Add funding to cover cost increases due to inflation for project #4461021 SR-15 from north of 1<sup>st</sup> St to Palm Beach/Martin County line.

Staff will present the attached amendment.

TAC: Recommended adoption unanimously.

CAC: Recommended adoption unanimously.

VZAC: Recommended adoption 10 – 2 with dissention due to limited information about increasing project costs.

*A roll call vote is required.*

- C. MOTION TO ADOPT a Resolution endorsing the FDOT FY 2024-2028 Draft Tentative Work Program (DTWP)

The DTWP is the first review of the upcoming FY 2024 - 2028 TIP. Pursuant to Section 339.135(4)(d), Florida Statutes, FDOT shall present the work program to the TPA "to determine the necessity of making any changes to projects included or to be included in the district work program and to hear requests for new projects to be added to, or existing projects to be deleted from, the district work program."

Attached is a draft Resolution, summary of the TPA priorities in the DTWP, and a summary of Florida Turnpike projects. Additionally, a variance report, the full DTWP for Palm Beach County and the FDOT District 4 projects can be found at [PalmBeachTPA.org/TIP](https://PalmBeachTPA.org/TIP).

TAC: Recommended endorsement of FY 24-28 DTWP with Local Initiative (LI) Projects 22-1 through 22-7 to be funded in the DTWP with votes 23 – 2 with dissention due to the inclusion of State Road (SR) 7 project funding.

CAC: Recommended endorsement of the FY 24-28 DTWP with the provision that FDOT finds funding for LI Projects 22-1 through 22-7 with votes 16 – 1 with dissention due to the possibility of not approving the full DTWP if the provision is not met.

VZAC: Recommended endorsement of FY 24-28 DTWP with LI Projects 22-1 through 22-7 to be funded in the DTWP 9 – 4 with dissention due to inclusion of SR 7 and funding being uncertain for LI projects.

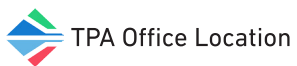
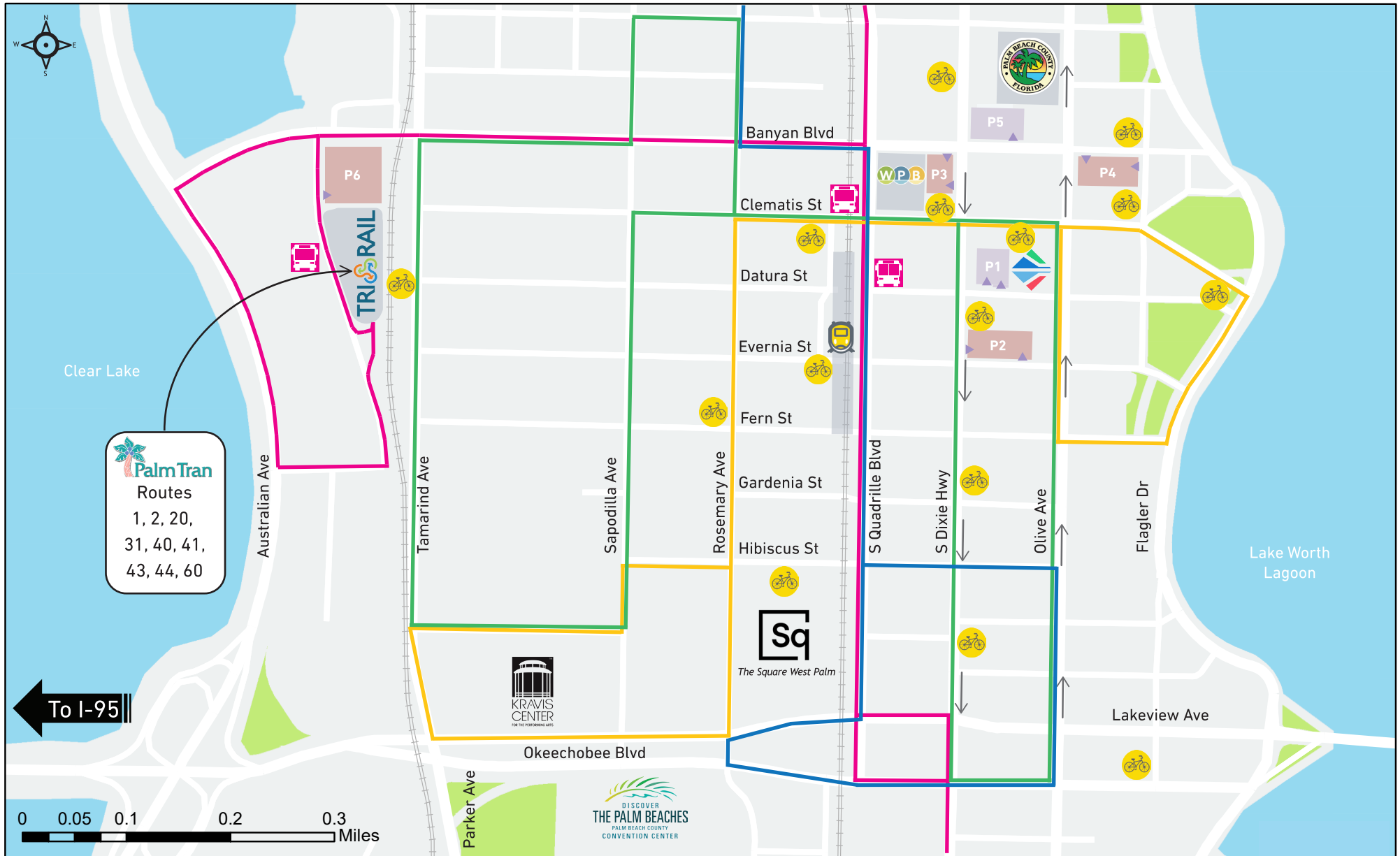
### **3. INFORMATION ITEMS**

- A. Brightline and South Florida Regional Transportation Authority (SFRTA) Rail Safety Update  
Brightline and SFRTA staff will provide an update on local rail safety efforts. There is no backup for this item.
- B. Okeechobee Blvd & SR-7 Multimodal Corridor Study  
TPA staff and consultants will provide an overview of the Okeechobee Boulevard & SR-7 Multimodal Corridor Study and next steps. The study evaluated these Long-Range Transportation Plan enhanced transit desires corridors for transit service alternatives, economic development opportunities, health and safety improvements. The study documents are available at [PalmBeachTPAOkeeStudy.org](https://PalmBeachTPAOkeeStudy.org).
- C. 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. Routine TPA Reports
1. Public Involvement Activity Reports – October & November 2022
  2. Pedestrian and Bicycle Quarterly Crash Report – Quarter 2
  3. FDOT Scheduling Report – December 2022
  4. FY 22 Annual Listing of Obligated Projects
- B. Next Meeting – **February 16, 2023** (No November Meeting)
- C. Adjournment





Public Parking

Private Parking

\*Metered on-street parking available citywide  
(free with Handicap placard up to 4 hours)



Palm Tran Bus Stop  
Palm Tran Route 1



WEST PALM BEACH  
DowntownWPB.com

Yellow Trolley  
Green Trolley  
Blue Trolley



GoBrightline.com



Brightline Station



BrightBike Station



Free on-demand rides around  
West Palm Beach & Palm Beach  
7 days a week. Download the  
app to ride.



## TPA GOVERNING BOARD MEMBERS

### CHAIR

**Chelsea S. Reed, Mayor**

City of Palm Beach Gardens

*Alternate:* Marcie Tinsley, Councilmember

**Steve B. Wilson, Mayor**

City of Belle Glade

*Alternate:* Michael C. Martin, Commissioner

**Yvette Drucker, Council Member**

City of Boca Raton

**Vacant**

City of Boca Raton

*Boca Raton Alternates:*

Scott Singer, Mayor

Andrea Levine O'Rourke, Deputy Mayor

Monica Mayotte, Council Member

**Angela Cruz, Vice Mayor**

City of Boynton Beach

*Alternate:* Woodrow L. Hay, Commissioner

**Shelly Petrolia, Mayor**

City of Delray Beach

*Alternate:* Juli Casale, Deputy Vice-Mayor

**Joel Flores, Mayor**

City of Greenacres

*Alternate:* Paula Bousquet, Councilwoman

**Jim Kuretski, Mayor**

Town of Jupiter

*Alternate:* Ron Delaney, Vice Mayor

**Reinaldo Diaz, Commissioner**

City of Lake Worth Beach

*Alternate:* Christopher McVoy, Vice Mayor

**Joni Brinkman, Mayor Pro Tem**

Village of Palm Springs

*Alternate:* Doug Gunther, Vice Mayor

**Vacant**

Port of Palm Beach

### VICE CHAIR

**Vacant**

**Gregg K. Weiss, Mayor**

Palm Beach County – District 2

**Maria Sachs, Vice Mayor**

Palm Beach County – District 5

**Maria Marino, Commissioner**

Palm Beach County – District 1

**Marci Woodward, Commissioner**

Palm Beach County – District 4

**Mack Bernard, Commissioner**

Palm Beach County – District 7

*Palm Beach County Alternates:*

Dave Kerner, Commissioner

Sarah Baxter, Commissioner

**Shirley Lanier, Councilwoman**

City of Riviera Beach

*Alternate:* Tradrick McCoy, Councilman

**Fred Pinto, Mayor**

Village of Royal Palm Beach

*Alternate:* Jeff Hmara, Councilman

**Michael J. Napoleone, Councilman**

Village of Wellington

*Alternate:* John T. McGovern, Vice Mayor

**Christy Fox, Commissioner**

City of West Palm Beach

**Joseph A. Peduzzi, Commissioner**

City of West Palm Beach

*West Palm Beach Alternates:*

Christina Lambert, Commissioner

Shalonda Warren, Commissioner

**Gerry O'Reilly, District 4 Secretary**

Florida Department of Transportation

Non-Voting Advisory Member

### 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, they will need a record of the proceedings, and that, for such purposes, they 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 a printed copy of the agenda package, require special accommodations under the Americans with Disabilities Act or require translation services for a meeting (free of charge) must call 561-725-0800 or send email to [Info@PalmBeachTPA.org](mailto:Info@PalmBeachTPA.org) at least five business days in advance.

Hearing impaired individuals are requested to telephone the Florida Relay System at #711.



**OFFICIAL MEETING MINUTES OF THE  
PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA)  
GOVERNING BOARD**

**October 20, 2022**

301 Datura Street, West Palm Beach, FL 33401  
Meeting was also conducted virtually via Zoom

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*These minutes are a summary of the meeting events and may not reflect all discussion that occurred. PDF versions of the agenda, backup materials, presentations, and audio recordings are available for review at [PalmBeachTPA.org/Board](https://PalmBeachTPA.org/Board).*

**1. REGULAR ITEMS**

**1.A. Call to Order and Roll Call**

CHAIR WEINROTH called the meeting to order at 9:01 a.m.

The Recording Secretary called the roll. A quorum was present in-person as depicted in the table below.

Member	Attendance	Member	Attendance	Member	Attendance
Steve Wilson	P	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	P	Joni Brinkman	P	Jeff Hmara (Alt)	P
Monica Mayotte (Alt)	A	Katherine Waldron	P	Michael Napoleone	P
Angela Cruz	A	Melissa McKinlay	P	Christy Fox	P
Shelly Petrolia	A	Maria Marino	A	Joseph Peduzzi	P
Joel Flores	A	Mack Bernard (Alt)	P	Chelsea Reed	P
Jim Kuretski	P	Gregg Weiss	P	Robert Weinroth	P

P = Present A = Absent

**1.B. Invocation and Pledge of Allegiance**

Mayor Wilson led the invocation and pledge.

**1.C. Modifications to the Agenda**

The Recording Secretary stated that TPA Staff requested to modify the agenda by adding Consent Agenda Item 1.H.4 and 1.H.5 for additional appointment renewals and new appointments, respectively. Further, TPA Staff requested the addition of Action Item 2.B for Appointment of Second Alternate Delegate to the Southeast Florida Transportation Council (SEFTC).

There were no objections to the modifications, and they were permitted onto the agenda.

**MOTION to Approve Modifications to the Agenda made by Councilman Napoleone, seconded by Councilman Hmara, and carried unanimously 14-0 as depicted in the table below.**

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Jeff Hmara (Alt)	Y
Monica Mayotte (Alt)	A	Katherine Waldron	Y	Michael Napoleone	Y
Angela Cruz	A	Melissa McKinlay	Y	Christy Fox	Y
Shelly Petrolia	A	Maria Marino	A	Joseph Peduzzi	Y
Joel Flores	A	Mack Bernard (Alt)	Y	Chelsea Reed	Y
Jim Kuretski	Y	Gregg Weiss	Y	Robert Weinroth	Y

Y = Yes N = No A = Absent ABST = Abstain

**1.D. General Public Comments**

There were no general public comments received.

Commissioner Diaz and Mayor Petrolia joined the meeting in person.

**1.E. Special Presentations**

CHAIR WEINROTH presented the TPA Florida Mobility Week Proclamation and invited TPA Governing Board Members to join him for a photo.

Council Member Mayotte and Vice Mayor Cruz joined the meeting in person.

**1.F. Comments from the Chair and Member Comments**

VICE MAYOR WEISS commented on the recent freight train collision on Fern St. in West Palm Beach.

CHAIR WEINROTH noted that other cities utilize zebra-like striping on railroad crossings and have "Don't Block the Box" campaigns to help avoid train-related accidents.

VALERIE NEILSON noted SMART Grant funds being used to improve railroad safety in Palm Beach County.

COMMISSIONER PEDUZZI shared his experience as a volunteer fire chief and asked why there is not railroad evacuation planning like there is for fire evacuations.

COUNCIL MEMBER DRUCKER inquired about the SMART Grant funds for Brightline safety improvements.

COMMISSIONER DIAZ asked about data on near train collisions.

**1.F. Executive Director's Report**

VALERIE NEILSON, TPA Executive Director, reviewed the Report available at [PalmBeachTPA.org/Board](http://PalmBeachTPA.org/Board).

Member discussion ensued about Commissioner Melissa McKinlay's tenure on the TPA Board.

COMMISSIONER DIAZ commented on school crossing zones and safety concerns near I-95 and 10<sup>th</sup> Avenue North for students at Lake Worth Middle School and Highland Elementary School.

COMMISSIONER McKinlay thanked the members for their comments and suggested the Palm Beach County School Board be added to the TPA Board.

There were no public comments on this item.

Mayor Flores joined the meeting in person.

**1.G. APPROVED:** Consent Agenda Items

1. 2023 Meeting Dates
2. Meeting Minutes for September 15, 2022
3. Receive and file TPA Executive Committee Meeting Minutes for October 3, 2022
4. Appointment renewals to TPA Advisory Committees through October 2025
  - a. Ryan Rossi for the City of Boca Raton on the Citizen's Advisory Committee (CAC).
  - b. Joann Skaria for the City of Palm Beach Gardens Alternate on the Vision Zero Advisory Committee (VZAC).
5. Appointments to TPA Advisory Committees through October 2025
  - a. Caryn Gardner-Young for the City of Greenacres on the Technical Advisory Committee (TAC). A letter of interest and professional resume are attached.
  - b. Samantha Morrone for the City of Palm Beach Gardens Alternate on the VZAC. A letter of interest and resume are attached.
  - c. Aquannette Tyson Thomas for the City of Greenacres on the CAC. A letter of interest and resume are attached.
  - d. Yash Nagal for Palm Tran Representative on the TAC. A letter of interest and professional resume are attached.
  - e. Nina Verzosa for Palm Tran Alternate on the TAC. A letter of interest and professional resume are attached.
  - f. Brooke Peters for Palm Tran Alternate on the VZAC. A letter of interest and professional resume are attached.
6. Adoption of the attached resolution amending the TPA Personnel Handbook Sections 1 and 2 with modifications to the Introduction, General Information, and TPA Employment Policies. A memorandum and the draft Personnel Handbook are attached.
7. Adoption of the attached resolution amending the TPA Operating Procedures Section 2.2 to add travel approval procedures for TPA Governing Board members and other authorized officials. The draft Operating Procedures are attached.
8. Approval of TPA Executive Director timesheets for June 4 to October 7, 2022.

There were no public comments or Board member discussion on these items.

**MOTION to Approve the Consent Agenda made by Mayor Flores, seconded by Councilman Napoleone, and carried unanimously 19-0 as depicted in the table below.**

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Jeff Hmara (Alt)	Y
Monica Mayotte (Alt)	Y	Katherine Waldron	Y	Michael Napoleone	Y
Angela Cruz	Y	Melissa McKinlay	Y	Christy Fox	Y
Shelly Petrolia	Y	Maria Marino	A	Joseph Peduzzi	Y
Joel Flores	Y	Mack Bernard (Alt)	Y	Chelsea Reed	Y
Jim Kuretski	Y	Gregg Weiss	Y	Robert Weinroth	Y

Y = Yes N = No A = Absent ABST = Abstain

## 2. ACTION ITEMS

### 2.A. **APPROVED:** The 2023 Local Initiatives (LI), Transportation Alternatives (TA), and State Road Modifications (SRM) Program Guidelines and Scoring Systems

JASON PRICE, TPA Transportation Improvement Program (TIP) Coordinator, presented on this item. Mr. Price gave an overview of these programs that provide an annual, competitive application process to prioritize funding towards community identified projects that accomplish TPA goals and objectives.

There were no public comments on this item.

MAYOR PRO TEM BRINKMAN inquired about the inclusion of carbon reduction projects in LI guidelines.

VICE MAYOR WEISS inquired about collaboration with utility companies and incentives for pilot projects.

Commissioner Waldron left the meeting.

**MOTION to Approve the 2023 LI, TA, and SRM Program Guidelines and Scoring Systems made by Vice Mayor Weiss and seconded by Mayor Reed and carried unanimously 18-0 as depicted in the table below.**

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Jeff Hmara (Alt)	Y
Monica Mayotte (Alt)	Y	Katherine Waldron	A	Michael Napoleone	Y
Angela Cruz	Y	Melissa McKinlay	Y	Christy Fox	Y
Shelly Petrolia	Y	Maria Marino	A	Joseph Peduzzi	Y
Joel Flores	Y	Mack Bernard (Alt)	Y	Chelsea Reed	Y
Jim Kuretski	Y	Gregg Weiss	Y	Robert Weinroth	Y

Y = Yes N = No A = Absent ABST = Abstain

### 2.B. **APPOINTED:** a Second Alternate Delegate for the Southeast Florida Council (SEFTC)

There was no presentation on this item. Chair Weinroth is the current Delegate and County Commissioner Marino is the current Alternate Delegate. The second Alternate Delegate needs to attend the November 4 SEFTC meeting.

CHAIR WEINROTH noted that Vice Chair Reed was interested in attending.

VICE CHAIR REED asked that future appointments consider common schedule conflicts between the Delegate and Alternate Delegate.

There were no public or member comments on this item.

**MOTION to Appoint Vice Chair Reed as Second Alternate Delegate for SEFTC made by Vice Mayor Cruz and seconded by Council Member Drucker and passed unanimously 18-0 as depicted in the table below.**

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Jeff Hmara (Alt)	Y
Monica Mayotte (Alt)	Y	Katherine Waldron	A	Michael Napoleone	Y
Angela Cruz	Y	Melissa McKinlay	Y	Christy Fox	Y
Shelly Petrolia	Y	Maria Marino	A	Joseph Peduzzi	Y
Joel Flores	Y	Mack Bernard (Alt)	Y	Chelsea Reed	Y
Jim Kuretski	Y	Gregg Weiss	Y	Robert Weinroth	Y

Y = Yes N = No A = Absent ABST = Abstain

### **3. INFORMATION ITEMS**

#### **3.A. DISCUSSED: Quiet Zone Update**

Dr. Kim Delaney, Treasure Coast Regional Planning Council (TCRPC) Director of Strategic Development & Policy, and Rory Newton, Federal Rail Administration (FRA) Railroad Safety Inspector, provided an update on Quiet Zones for Brightline Phase II. The PowerPoint presentation can be viewed at [PalmBeachTPA.org/Board](http://PalmBeachTPA.org/Board).

There were no public comments on this item.

CHAIR WEINROTH discussed instances where a train horn will sound in a quiet zone and the capability of gates to break in case of emergency.

MAYOR KURETSKI noted that "trespassers" is not how he describes people crossing railroad tracks; they are human beings.

VICE MAYOR WEISS highlighted the high number of railroad crossings in Palm Beach County.

COUNCIL MEMBER DRUCKER discussed the need for more driver education about crossings.

COMMISSIONER FOX inquired about education avenues available with grant funding.

Commissioner Bernard, Vice Mayor Cruz, Mayor Pro Tem Brinkman, Mayor Petrolia, and Mayor Flores left the meeting.

#### **3.B. DISCUSSED: Palm Tran Glades Region Update**

CLINTON FORBES, Palm Tran Executive Director, provided an update on their Glades Region Service.

There were no public comments on this item.

Member discussion ensued about bus schedules, warranty availability, and shelter expansion plans.

MAYOR PETROLIA commented on train speed and horns in the City of Delray Beach.

Chair Weinroth, Mayor Wilson, and Commissioner Peduzzi left the meeting.

### **4. ADMINISTRATIVE ITEMS**

#### **4.A.1. Routine TPA Reports – Public Involvement Activity Report – September 2022**

#### **4.A.2. Routine TPA Reports – FDOT Scheduling Report – September 2022**

#### **4.A.3. Routine TPA Reports – Quarterly Fiscal Report**

There were no public comments or Board member discussion on these items.

#### **4.B. Next Meeting – December 15, 2022 (No November Meeting)**

#### **4.C. Adjournment**

There being no further business, the Chair declared the meeting adjourned at 11:06 a.m.

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This signature is to attest that the undersigned is the Chair, or a designated nominee, of the TPA Governing Board and that the information provided herein is the true and correct Minutes for the October 20, 2022, meeting of the Board, dated this 15th day of December 2022.

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Chair Chelsea Reed  
Palm Beach Gardens Mayor



**EXHIBIT A**  
**Transportation Planning Agency Governing Board**  
**Attendance Record**

<b>Representative Alternate(s) Local Government</b>	<b>Nov '21</b>	<b>Dec '21</b>	<b>Jan '22</b>	<b>Feb '22</b>	<b>Mar '22</b>	<b>Apr '22</b>	<b>May '22</b>	<b>Jun '22</b>	<b>Jul '22</b>	<b>Aug '22</b>	<b>Sep '22</b>	<b>Oct '22</b>
Robert Weinroth, Mayor – CHAIR Palm Beach County	P	P	NO MEETING HELD – SCHEDULED BREAK	P	P	P	P	P	P	NO MEETING HELD – SCHEDULED BREAK	P	P
Chelsea Reed, Mayor – VICE CHAIR Marcie Tinsley, Councilmember City of Palm Beach Gardens	P	P		P	P	P	P	P	P		P	P
Steve B. Wilson, Mayor City of Belle Glade	P	E		P	E	P	P	E	P		P	P
Yvette Drucker, Councilmember Scott Singer, Mayor Monica Mayotte, Councilmember City of Boca Raton	P	P		P	ALT	ALT	P	P	P		P	P
Andy Thomson, Council Member Andrea O'Rourke, Deputy Mayor City of Boca Raton	P	P		P	P	ALT	P	P	ALT		P	ALT
Angela Cruz, Vice Mayor Woodrow Hay, Commissioner City of Boynton Beach	P	P		P	P	E	P	P	P		ALT	P
Shelly Petrolia, Mayor Juli Casale, Deputy Vice-Mayor City of Delray Beach	P	E		P	E	P	ALT	P	P		P	P
Joel Flores, Mayor Paula Bousquet, Commissioner City of Greenacres	P	P		P	E	P	ALT	P	P		E	P
Jim Kuretski, Mayor Cameron May, Vice Mayor Town of Jupiter	P	E		E	ALT	**P	E	E	E		P	P
Reinaldo Diaz, Commissioner Christopher McVoy, Commissioner City of Lake Worth Beach	P	P		P	P	**P	P	ALT	P		P	P
Joni Brinkman, Mayor Pro Tem Doug Gunther, Vice Mayor Village of Palm Springs	P	P		P	P	P	P	P	P		P	P
Katherine Waldron, Commissioner Port of Palm Beach	P	P		P	P	P	A	P	P		E	P
Melissa McKinlay, Commissioner Mack Bernard, Commissioner Dave Kerner, Commissioner Palm Beach County	ALT	P		P	P	P	ALT	P	P		E	P
Maria Marino, Commissioner Palm Beach County	P	P		P	P	P	P	P	E		E	E
Maria Sachs, Commissioner Mack Bernard, Commissioner Dave Kerner, Commissioner Palm Beach County	P	P		ALT	P	P	E	E	E		P	P

\*\* New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

**EXHIBIT A (cont'd)**

<b>Representative Alternate(s) Local Government</b>	<b>Nov '21</b>	<b>Dec '21</b>	<b>Jan '22</b>	<b>Feb '22</b>	<b>Mar '22</b>	<b>Apr '22</b>	<b>May '22</b>	<b>Jun '22</b>	<b>Jul '22</b>	<b>Aug '22</b>	<b>Sep '22</b>	<b>Oct '22</b>
Gregg Weiss, Vice Mayor Mack Bernard, Commissioner Palm Beach County	P	P	NO MEETING HELD – SCHEDULED BREAK	P	P	P	P	P	ALT	NO MEETING HELD – SCHEDULED BREAK	E	P
Shirley Lanier, Councilwoman City of Riviera Beach	P	P		P	A	P	P	A	E		P	E
Fred Pinto, Mayor Village of Royal Palm Beach	P	P		E	P	P	P	P	P		P	P
Michael Napoleone, Councilman Village of Wellington	P	P		P	P	P	P	P	P		P	P
Christy Fox, Commissioner City of West Palm Beach	P	P		P	P	**P	P	P	P		P	P
Joseph Peduzzi, Commissioner City of West Palm Beach	P	P		P	P	P	P	P	P		P	P

\*\*\* New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

**OTHERS PRESENT**

Leondrae Camel  
 Michael O'Krepky  
 Christine Fasiska  
 John Krane  
 Rory Newton  
 Victoria Williams  
 Elaine Patterson  
 Richard Ratcliff  
 Ryan Hnatim  
 Danna Ackerman White  
 David Wiloch  
 Mo Al-Turk  
 Todd Bonlarron  
 Alaura Hart  
 Amanda Williams  
 Cassidy Sparks  
 Paul Gougelman  
 Christian Londono  
 Clinton Forbes  
 Deborah Posey-Blocker  
 Yash Nagal  
 Vicki Gatanis  
 Kim Delaney  
 Iramis Cabrera

**REPRESENTING**

City of South Bay  
 Colliers Engineering & Design  
 FDOT  
 FDOT  
 Federal Railroad Administration (FRA)  
 Florida Turnpike Enterprise  
 General Public  
 League of Cities  
 Office of Sen. Rick Scott  
 Palm Beach County  
 Palm Beach County  
 Palm Beach County  
 Palm Beach County  
 Palm Beach TPA  
 Palm Beach TPA  
 Palm Beach TPA  
 Palm Beach TPA  
 Palm Tran  
 Palm Tran  
 Palm Tran  
 Palm Tran  
 South Florida Regional Transportation Authority (SFRTA)  
 Treasure Coast Regional Planning Council (TCRPC)  
 Village of Palm Springs

# 1.H.2a

**From:** [Thomas Lanahan](#)  
**To:** [Amanda Williams](#)  
**Cc:** [Valerie Neilson](#); [Andrew Uhler](#)  
**Subject:** RE: Technical Advisory Committee Alternate  
**Date:** Thursday, October 13, 2022 6:28:58 PM  
**Attachments:** [image001.png](#)

---

Amanda:

I would like to remain as the alternate on the TAC.

Thomas Lanahan  
Executive Director  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, Florida 34994  
772-221-4060  
[tlanahan@tcrpc.org](mailto:tlanahan@tcrpc.org)

---

**From:** Amanda Williams <[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)>  
**Sent:** Friday, October 7, 2022 11:15 AM  
**To:** Thomas Lanahan <[tlanahan@tcrpc.org](mailto:tlanahan@tcrpc.org)>  
**Cc:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>; Andrew Uhler <[AUhler@palmbeachtpa.org](mailto:AUhler@palmbeachtpa.org)>  
**Subject:** Technical Advisory Committee Alternate

Dear Mr. Lanahan,

Your term as Treasure Coast Regional Planning Council Alternate on the Palm Beach TPA Technical Advisory Committee (TAC) ends in December. Please let us know if you would like to nominate a new alternate or remain as the alternate by Thursday, December 1 for appointment at our TPA Governing Board meeting on December 15.

TPA advisory committee appointments have a three-year term; however, can be changed at any time at the board member's request for approval by the TPA Governing Board.

Whenever possible, TAC representatives and alternates should consist of planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities; public transit departments of municipal/county governments; the school superintendent or the superintendent's designee; and other appropriate representatives of affected local governments. This committee typically meets the first Wednesday of each month at 9 a.m. except for the months of January, August, and November. For more information about the TAC, please visit: [www.PalmBeachTPA.org/TAC](http://www.PalmBeachTPA.org/TAC).

To nominate a new representative, please provide the following:

1. Email, letter, or resolution notifying the TPA of the request for appointment.
  - o Method is dependent on your agency's process for appointing representatives on

external agency committees.

- Please address and send correspondence to Valerie Neilson, TPA Executive Director, at [VNeilson@PalmBeachTPA.org](mailto:VNeilson@PalmBeachTPA.org).
2. Resume or summary of the appointee's credentials.
  3. Contact information for appointee.

If you have any questions, please let me know.

Best wishes,

**Amanda K. Williams**

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0801 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



**PALM BEACH**  
**Transportation**  
**Planning Agency**

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Palm Beach TPA officials and/or employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

# 1.H.2b

**From:** [Goodenough, Ted](#)  
**To:** [Amanda Williams](#)  
**Cc:** [Valerie Neilson](#); [Brian Ruscher](#); [Valentina Facuse](#)  
**Subject:** RE: Vision Zero Advisory Committee Representative  
**Date:** Wednesday, November 23, 2022 10:01:38 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image150114.png](#)  
[image081617.png](#)  
[image270764.png](#)  
[image961490.png](#)  
[image906183.png](#)  
[image761241.png](#)

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Hello Amanda,

I would like to continue in my current role of representing the community of the disabled.

I do have one issue. I will be out of town on Dec. 15<sup>th</sup>. My wife has informed me that it would not be good for our relationship if I do anything other than what she says, as it is my 65<sup>th</sup> birthday and she gets full control.

So, in interest of good relations at home I will not be at the Dec. 15<sup>th</sup> meeting.

Thank you and have a wonderful Thanksgiving with many new fond memories created and many revisited.

Ted



Ted Goodenough  
ADA Coordinator Assistant  
City Manager's Office  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425  
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435  
📞 561-742-6242  
✉ GoodenoughT@bbfl.us | 🌐 boynton-beach.org/



Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

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**From:** Amanda Williams <awilliams@palmbeachtpa.org>  
**Sent:** Tuesday, November 22, 2022 3:19 PM  
**To:** Goodenough, Ted <GoodenoughT@bbfl.us>

**Cc:** Valerie Neilson <VNeilson@palmbeachtpa.org>; Brian Ruscher <bruscher@palmbeachtpa.org>;  
Valentina Facuse <VFacuse@palmbeachtpa.org>

**Subject:** RE: Vision Zero Advisory Committee Representative

Dear Mr. Goodenough,

Your term as Representative for the Disabled Community on the Palm Beach TPA Vision Zero Advisory Committee (CAC) ends this month. Please confirm you would like to continue as representative for the disabled community by Tuesday, December 6 for appointment at our next TPA Governing Board meeting on December 15.

TPA advisory committee appointments have a three-year term; however, can be changed at any time at the board member's request for approval by the TPA Governing Board.

VZAC representatives should include representatives of local governments, law enforcement and fire rescues services, school district, health department, active transportation advocacy groups, and other entities as deemed appropriate by the TPA Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety. This committee typically meets the first Thursday of each month at 9 a.m. except for the months of January, August, and November. For more information about the TAC, please visit: [PalmBeachTPA.org/CAC](https://PalmBeachTPA.org/CAC)

To nominate a new representative, please provide the following:

1. Email, letter, or resolution notifying the TPA of the request for appointment.
  0. Method is dependent on your agency's process for appointing representatives on external agency committees.
    1. Please address and send correspondence to Valerie Neilson, TPA Executive Director, at [VNeilson@PalmBeachTPA.org](mailto:VNeilson@PalmBeachTPA.org).
2. Resume or summary of the appointee's credentials.
3. Contact information for appointee.

If you have any questions, please let me know.

Best wishes,

**Amanda K. Williams**

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0801 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



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**From:** Amanda Williams

**Sent:** Friday, October 7, 2022 11:16 AM

**To:** Ted Goodenough <[goodenought@bbfl.us](mailto:goodenought@bbfl.us)>

**Cc:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>; Brian Ruscher <[bruscher@palmbeachtpa.org](mailto:bruscher@palmbeachtpa.org)>;

Valentina Facuse <[VFacuse@palmbeachtpa.org](mailto:VFacuse@palmbeachtpa.org)>

**Subject:** Vision Zero Advisory Committee Representative

Dear Mr. Goodenough,

Your term on the Palm Beach TPA Vision Zero Advisory Committee (VZAC) ends in December. Please let us know if you would like to nominate a new representative or remain as the representative for the Disabled Community by Thursday, December 1 for appointment at our TPA Governing Board meeting on December 15.

TPA advisory committee appointments have a three-year term; however, can be changed at any time by request for approval by the TPA Governing Board.

Whenever possible, VZAC representatives and alternates should consist of representatives of local governments, law enforcement and fire rescues services, school district, health department, active transportation advocacy groups, and other entities as deemed appropriate by the TPA Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety. This committee typically meets the first Thursday of the month at 9 a.m. except for the months of January, August, and November. For more information about the VZAC, please visit: [www.PalmBeachTPA.org/VZAC](http://www.PalmBeachTPA.org/VZAC).

To nominate a new representative, please provide the following:

1. Email, letter, or resolution notifying the TPA of the request for appointment.
  - Method is dependent on your agency's process for appointing representatives on external agency committees.
  - Please address and send correspondence to Valerie Neilson, TPA Executive Director, at [VNeilson@PalmBeachTPA.org](mailto:VNeilson@PalmBeachTPA.org).
2. Resume or summary of the appointee's credentials.
3. Contact information for appointee.

If you have any questions, please let me know.

Best wishes,

**Amanda K. Williams**

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0801 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



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Instead, contact this office by phone or in writing.

# 1.H.3a

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**From:** Jim Kuretski <JimK@jupiter.fl.us>  
**Sent:** Friday, December 9, 2022 10:49 AM  
**To:** Valerie Neilson <VNeilson@palmbeachtpa.org>  
**Cc:** Stacey Rivera <staceyr@jupiter.fl.us>; Andrew Uhler <AUhler@palmbeachtpa.org>; Jason Price <JPrice@palmbeachtpa.org>; Amanda Williams <awilliams@palmbeachtpa.org>  
**Subject:** Re: TPA CAC Appointment

I appreciate you bringing Kate Layton's resume to my attention. Thank you.

We nominate Kate Layton as Town of Jupiter appointee on TPA CAC

Call if ANY questions

Jim  
Jupiter Mayor

Sent from my iPhone

On Dec 9, 2022, at 7:50 AM, Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)> wrote:

Dear Mayor Kuretski,

Please let us know if you would like to nominate this Town of Jupiter resident for appointment to our Citizen's Advisory Committee (CAC) at this month's TPA Governing Board meeting. We will send out the board agenda packet today. Currently, this seat on the CAC is vacant for the Town of Jupiter. For more information about the CAC, please visit: [www.palmbeachtpa.org/cac](http://www.palmbeachtpa.org/cac). We look forward to hearing from you.

Best,

Valerie

**Valerie Neilson, AICP**

EXECUTIVE DIRECTOR

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0818 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

&lt;image001.png&gt;

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**From:** Andrew Uhler <[AUhler@palmbeachtpa.org](mailto:AUhler@palmbeachtpa.org)>**Sent:** Thursday, December 8, 2022 2:59 PM**To:** Jim Kuretski <[jimk@jupiter.fl.us](mailto:jimk@jupiter.fl.us)>**Cc:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>; Amanda Williams <[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)>; Jason Price <[JPrice@palmbeachtpa.org](mailto:JPrice@palmbeachtpa.org)>; [stacey@jupiter.fl.us](mailto:stacey@jupiter.fl.us); Kate Layton <[kate.layton@friendsofelsesol.org](mailto:kate.layton@friendsofelsesol.org)>**Subject:** TPA CAC Appointment consideration

Good afternoon Mayor Kuretski,

Ms. Kate Layton, résumé attached, is interested in serving as your representative on the TPA's Citizens Advisory Committee. If you would like to move forward with this nomination, we would be happy to add it to the December agenda. We only need a letter requesting the appointment. Please let us know if you have any questions. Thank you.

Sincerely,

**Andrew Uhler**

DEPUTY DIRECTOR OF PROGRAMS

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0808 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

&lt;image001.png&gt;

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&lt;120822\_LAYTON\_RESUME.pdf&gt;

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

## **KATE LAYTON, M.A.**

### LANGUAGE SKILLS

**Spanish** (Native)

**English** (Native)

**Portuguese** (Near-Native)

**French** (Full Working Proficiency)

**Arabic** (Advanced MSA/Fusha,  
Conversational Darija and  
Levantine)

### EDUCATION

*The University of Texas at Austin*

**M.A. Latin American Studies**

Thesis: "Ride to Live, Live to  
Ride: Motorcycle Dispatches  
from Maceió"

GPA: 3.9

**2015** (Austin, TX)

*Florida State University*

**B.A. History**

Minors: Spanish & Arabic

GPA: 3.9

**2011** (Tallahassee, FL)

### ADDITIONAL CERTIFICATIONS

*Florida State University Teaching*

**English as a Foreign Language  
Certificate**

120-Hour CIES-TEFL Certificate

**2012** (Tallahassee, FL)

*U.S. Department of State*

**Advanced ACTFL Certificate**

Modern Standard Arabic

**2011** (Fes, Morocco)

### TECHNICAL SKILLS

Microsoft Office Suite

Cloud-Based Environments

Database Software (Salesforce,

Symplcity, CellarTracker) Social

Media Competence Carpentry/

Electrical/Mechanical Ability

### WORK EXPERIENCE

*Amalfi Racing (Jupiter, FL)*

**Assistant**

**Nov 2019-Present**

Provide assistance to president & owner in various aspects of business including administrative, technical, and mechanical tasks to support the operations of a historic race team that provides restauration and trackside services to customers.

*El Sol, Jupiter's Neighborhood Resource Center (Jupiter, FL)*

**Worker Development Coordinator**

**Jun 2018-Present**

Develop and teach vocational training curriculum for a full suite of in-house training programs designed for adult learners of various backgrounds, literacy abilities, and levels of English language proficiency. Liaise with employers to establish connections with qualified graduates of programs for employment opportunities. Collaborate with partner organizations to provide further educational opportunities for students.

*The University of Texas at Austin, LLILAS Benson (Austin, TX)*

**Translator/Interpreter**

**Feb 2014-Feb 2018**

Provided translation and interpretation services - from Spanish and Portuguese to English - as necessary, to support the activities of the LLILAS Benson Latin American Collection, its affiliate professors, and related course offerings.

*The University of Texas at Austin, LLILAS Benson (Austin, TX)*

**Assistant to the Directors**

**Jan-May 2017**

Served as interim Assistant to the Executive and Academic Directors of the LLILAS Benson. Managed Directors' schedules, arranged & budgeted all related travel, provided support to affiliate faculty, served as liaison between the LLILAS Benson and community members, non-governmental organizations, and international partners, as well as state, local, and federal government agencies.

*The University of Texas at Austin, College of Liberal Arts (Austin, TX)*

**Teaching Assistant - Sociology & Government**

**Aug 2014-May 2015**

Supported curriculum development, evaluated course progress and provided direct support to students through office hours.

*Universidade Federal de Alagoas (Maceió – AL, Brazil)*

**English Teaching Assistant - Fulbright Program**

**Feb-Nov 2013**

Designed and taught a year-long English course at the Federal University in Maceió, Alagoas, Brazil as part of the U.S. Department of State's Fulbright program. Led classes five days a week with a focus on conversation and composition; organized extracurricular cultural enrichment activities.

*Florida State University, College of Law (Tallahassee, FL)*

**Researcher - Placement Office**

**Aug 2009-June 2012**

Created career development content for law students. Maintained online database of student and employer information & activity, tracked post-graduate employment success, composed weekly job circular, managed event-logistics and evaluated program performance.



# 1.H.3b

## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

December 6, 2022

Ms. Valerie Neilson  
Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, Florida 33401

Dear Ms. Neilson:

**SUBJECT: Appointment of Transportation Disadvantaged Local Coordinating Board (LCB) and Vision Zero Advisory Committee (VZAC) Members representing FDOT**

Please accept this letter as official notification that the Florida Department of Transportation (FDOT) nominates Marie Dorismond as FDOT's representative and Paula Scott as the alternate representative for serving on the Transportation Disadvantaged Local Coordinating Board (LCB). Marie and Paula are currently serving in this role and will continue representing FDOT through 2023. Marie and Paula have excellent credentials that qualify them to fill this role.

Marie Dorismond has worked with FDOT for over thirteen years and has served in her position as Transit Coordinator for the past five years. Marie manages the Section 5310 Grant Program with the purpose to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation options. Her position requires coordination with the Metropolitan Plan Organizations and specialized transportation providers for the successful development of transit services for the transit disadvantaged population.

Paula Scott has over fifteen years of experience working in governmental and nonprofit sectors. Paula's experience spans from staff/volunteer training and development to program development and administration. As a Transit Coordinator with FDOT District Four, Paula currently manages the State Block Grant, Section 5311 Rural Grant, Toll Revenue Credits, and the Express Bus program.

In addition, FDOT is nominating Wibet Hay to serve as the interim member on the Vision Zero Advisory Committee (VZAC) representing FDOT until our Bicycle/Pedestrian Coordinator position is filled. Wibet has worked at FDOT for over fourteen years in various roles. As Multimodal Coordinator, Wibet currently manages multimodal planning projects that may include transit, trails, and other transportation modes. She works with local governments and Metropolitan Planning Organizations and provides technical assistance in transportation planning and pre-scoping activities for multimodal studies and projects.

The FDOT representatives' contact information is:

LCB		VZAC
FDOT Representative	FDOT Alternate	FDOT Interim Representative
<b>Marie France Dorismond</b> Transit Coordinator Office of Modal Development FDOT – District 4 3400 W. Commercial Blvd. Fort Lauderdale, FL 33309 Tel: 954-777-4605 <a href="mailto:Marie.Dorismond@dot.state.fl.us">Marie.Dorismond@dot.state.fl.us</a>	<b>Paula S. Scott, MPA, CSM</b> Transit Coordinator Office of Modal Development FDOT – District 4 3400 West Commercial Blvd. Fort Lauderdale, FL 33309 Tel: 954-777-4632 <a href="mailto:Paula.Scott@dot.state.fl.us">Paula.Scott@dot.state.fl.us</a>	<b>Wibet Hay</b> Multimodal Coordinator Office of Modal Development FDOT – District 4 3400 W Commercial Blvd Fort Lauderdale, FL 33309 Tel: 954-777-4573 <a href="mailto:Wibet.Hay@dot.state.fl.us">Wibet.Hay@dot.state.fl.us</a>

Thank you for the opportunity to have FDOT serve on these important committees. If you need additional information, please feel free to contact me at (954)777-4689 or at [Birgit.Olkuch@dot.state.fl.us](mailto:Birgit.Olkuch@dot.state.fl.us).

Sincerely,



Birgit Olkuch, P.E.  
District Modal Development Administrator

BO:bo

cc: Steven C. Braun, P.E., Director of Transportation Development – FDOT  
John Krane, P.E., District Planning & Environmental Administrator – FDOT  
Lisa Maack, AICP, Passenger Operation Manager – FDOT  
Marie Dorismond, Transit Coordinator – FDOT  
Paula Scott, Transit Coordinator – FDOT  
Wibet Hay, Transit Coordinator – FDOT





Mayor's Office

**Keith A. James**  
**Mayor**

December 8, 2022

Valerie Neilson  
Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura St.  
West Palm Beach, FL 33401

Subject: City of West Pam Beach Alternates for Technical Advisory Committee and Vision Zero Advisory Committee.

Dear Ms. Neilson:

The City of West Palm Beach hereby appoints Ms. Cristine Perdomo, Senior Project Engineer, as the alternate member of the Palm Beach Transportation Planning Agency (TPA) Vision Zero Advisory Committee (VZAC) and Ms. Dodi Glas, Assistant Director of Development Services, as the alternate member of the Technical Advisory Committee (TAC), representing the City of West Palm Beach Planning Division. These two individuals will serve as the alternates of the current City of West Palm Beach members, John Roach at the VZAC and Alex Hansen at the TAC for Planning.

Please pursue TPA Board approval of these appointments at the earliest opportunity.

Yours in service,



Keith A. James, Mayor  
City of West Palm Beach

CC: Faye Johnson, City Administrator  
Armando Fana, Assistant City Administrator  
Kevin Volbrecht, Director of Engineering Services  
Richard Greene, Development Services Director

# Cristine M. Perdomo Morales, PE LSIT

---

## **Education: UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS**

### **BS in Civil Engineering**

Class of 2014

### **BS in Surveying and Topography**

Class of 2012

## **Certifications and Licenses:**

**2020: PROFESSIONAL ENGINEER LICENSE (PE #90525)**

**2015: ENGINEER IN TRAINING CERTIFICATE (EIT)**

**2012: LAND SURVEYOR IN TRAINING CERTIFICATE (LSIT)**

## **Experience:**

### **2018- Present: CITY OF WEST PALM BEACH – ENGINEERING SERVICES DEPARTMENT**

#### **Senior Project Engineer (2021 – Present)**

Under general direction of the Department Director:

- Engineer of Record of various Transportation and Public Utilities projects
- Manage Local Agency Program (LAP) grant funded projects from the design phase to the construction phase and ensure the City meets all FDOT LAP Certification Requirements
- Prepared ITB and Work Orders using the City Contract Database
- Serves on various selection committees
- Manage Contractors and Design Consultants on the construction and design of roadway and utility projects.
- QA/QC and Value Engineer Contractors invoices.
- Reviewed and approved Work Orders, Amendments, Change Orders and Small Contracts from Contractors and Consultant.
- Negotiated contracts for best value to the City.
- Reviewed and approved submittals and shop drawings.
- Submit and Obtain permits from the Florida Health Department
- Attend City Commission meeting to present City Projects for City Commission Approval.
- Held Public Meetings and Neighborhood Meetings to update the public on up-coming projects and answer questions and concerns through various platforms (Zoom, Facebook and In-person)

#### **Project Engineer (2018 – 2021)**

Under the supervision of the City Traffic Engineer and the City Public Utilities Engineer:

- Developed construction plans and specifications per the City of West Palm Beach Standards and Florida Department of Transportation (FDOT) Standards.
- Performed quantity takeoffs using AutoCAD and Bluebeam Revu.
- Developed Cost Estimates and Schedule of Values for various contracts.
- Collected survey data points and generated surfaces on AutoCAD to design roadway grading.
- Performed Construction Management tasks like:
  - Coordinate Public Engagement meetings
  - Pre-Construction Meetings
  - Site Meetings
  - Site Inspections
  - Respond to RFI's
  - Generate Punchlist Items and follow up on the completion and acceptance of them.
  - Review As-Builts for Health Department permit releases
  - Review Final Project As-Builts
- Prepare Presentation Exhibits, Agenda Cover Memorandums (ACM) and draft Resolutions for City Commission.
- Held Public Meetings and Neighborhood Meetings to update the public on up-coming projects and answer questions and concerns through various platforms (Zoom, Facebook and In-person)

**2015 – 2018: ARCHER WESTERN CONSTRUCTION, LLC**

**Assistant Project Manager (2017 - 2018)**

Project Manager of the construction and rehabilitation of four (4) railroad bridges for the All Aboard Florida project Phase 1.

- Prepared sub-contracts, change orders, and purchase orders.
- Managed sub-contractors and vendors.
- Coordinate material deliveries with field crews.
- Ensure all materials met Buy America requirements.
- Prepared project Pay Applications to All Aboard Florida.
- Reviewed and approved the pay applications of sub-contractors.
- Prepared and reviewed submittals and RFI's.
- Prepared work plans for the different construction activities.

**Office Engineer (2015 - 2017)**

Permit and MOT coordinator of 127 railroad grade crossing closures for the All Aboard Florida track construction Phase 1.

- Coordinate the grade crossing closures with over 15 Cities and Towns from West Palm Beach south to Miami including the counties of Palm Beach, Broward and Miami-Dade and FDOT District 4 and District 6.
- Held weekly progress meetings with the CEI and All Aboard Florida on permitting and closures progress.
- Inspector of grade crossing civil work following FDOT and FRA Standards.
- Prepared Submittals and RFI's.
- Prepared projects pay application to All Aboard Florida.
- Reviewed and approved sub-contractors pay applications.
- Update the project schedule on Primavera P6.

**Honors: 2012: PORTLAND, OR**

3<sup>rd</sup> Place NSPS National Student Competition: "Surveying Applications on GIS: A Green Building Solution".

**Skills: COMPUTER AND EQUIPMENT KNOWLEDGE**

- |  |                         |
|--|-------------------------|
| • AutoCAD Civil3D                        | • Microsoft Excel       |
| • Bluebeam Revu                          | • Microsoft Word        |
| • Data Collector                         | • Microsoft Power Point |
| • Geographical Information Systems (GIS) | • Microsoft Project     |
| • Google SketchUp Pro                    | • Primavera P6          |
| • Leica Total Stations                   | • SAP 2000              |
|  | • Smartsheet            |

**INTERPERSONAL SKILLS**

Leadership, Teamwork, Supervisory, Cooperative, Work Under-pressure, Organization, Time Management

**COMMUNICATION SKILLS**

Spanish and English fluently.



Mayor's Office

**Keith A. James**  
**Mayor**

December 8, 2022

Valerie Neilson  
Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura St.  
West Palm Beach, FL 33401

Subject: City of West Pam Beach Alternates for Technical Advisory Committee and Vision Zero Advisory Committee.

Dear Ms. Neilson:

The City of West Palm Beach hereby appoints Ms. Cristine Perdomo, Senior Project Engineer, as the alternate member of the Palm Beach Transportation Planning Agency (TPA) Vision Zero Advisory Committee (VZAC) and Ms. Dodi Glas, Assistant Director of Development Services, as the alternate member of the Technical Advisory Committee (TAC), representing the City of West Palm Beach Planning Division. These two individuals will serve as the alternates of the current City of West Palm Beach members, John Roach at the VZAC and Alex Hansen at the TAC for Planning.

Please pursue TPA Board approval of these appointments at the earliest opportunity.

Yours in service,



Keith A. James, Mayor  
City of West Palm Beach

CC: Faye Johnson, City Administrator  
Armando Fana, Assistant City Administrator  
Kevin Volbrecht, Director of Engineering Services  
Richard Greene, Development Services Director

CURRENTLY

**Assistant Director of Development Services**

City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33402  
(561) 822-1483    [DGlas@wpb.org](mailto:DGlas@wpb.org)

PROFESSIONAL  
ACHIEVEMENTS

**COMPREHENSIVE PLANNING**

Creation & Adoption & Implementation of the First Comprehensive Plan for Palm Beach County

Managed & Redirected the Palm Beach County Agricultural Reserve Study resulting in policy shift to preserve local agriculture

**CURRENT PLANNING**

Drafting & Adoption of the First Palm Beach County Unified Land Development Code  
Creation & Adoption of The Palm Beach County Voluntary Density Bonus Program for Affordable Housing

**ENTITLEMENTS**

Approval of various private sector projects and development of new policy with challenging public engagement and innovative approaches to the development process and design. Specifics include multi-jurisdictional approvals of single applicant unified PUDs; area “firsts” like a 15,000 acre wind farm, use of the Rural Residential PUD; Developments of Regional Impacts; and creation/utilization of new design concepts like Limited Commercial PUDs, LID principals and Traditional Market Place developments.

WORK HISTORY

**PARTNER, DIRECTOR OF PLANNING | 2GHO (GENTILE GLAS HOLLOWAY O’MAHONEY & ASSOCIATES) | JUPITER FL**

Landscape Architects, Environmental Consultants, Planning

**DIRECTOR OF PLANNING, URBAN DESIGN STUDIO | WEST PALM BEACH FL**

Landscape Architecture and Planning

**REGIONAL MANAGER, IVEY HARRIS AND WALLS | WINTERPARK/PALM BEACH COUNTY FL**

Engineering, Landscape Architecture and Planning

**ASSOCIATE, THE RICHMAN GROUP OF FLORIDA, INC. | WEST PALM BEACH, FL**

Development arm of The Richman Group of Companies specializing in financing, syndication, development and management of affordable housing communities.

**MANAGER, PALM BEACH COUNTY COMMISSION ON AFFORDABLE HOUSING**

Created the County’s office for the first time along with a Housing Trust Fund, financing programs, policy committees and studies.

**PALM BEACH COUNTY PLANNING DIVISION**

Received four promotions. Worked in Long Range Planning, Current Planning and was responsible for various interdepartmental coordination efforts, public engagement, Comprehensive Plan policy development, studies and companion zoning code amendments as well as development of applications and implementation processes.

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EDUCATION  
AWARDS

**M.A. ENVIRONMENTAL GROWTH MANAGEMENT FELLOW/PUBLIC ADMINISTRATION –  
FLORIDA ATLANTIC UNIVERSITY, FLORIDA 1988**

**B.A. URBAN PLANNING REGIONAL DEVELOPMENT /POLITICAL SCIENCE, BUSINESS MINOR –  
SALISBURY STATE UNIVERSITY, MARYLAND 1986**

HONORS POLITICAL SCIENCE PROGRAM FELLOWSHIP; INTERDISCIPLINARY MAJOR OF  
COMMUNICATIONS, LEGAL INSTITUTIONS, ECONOMICS AND GOVERNMENT -THE AMERICAN  
UNIVERSITY, D.C.

**AMERICAN HEART ASSOCIATION SERVICE AWARD**

**DAUGHTER OF THE AMERICAN REVOLUTION SERVICE AWARD**

**SERVICE ABOVE SELF AWARD ROTARY CLUB**

**PI ALPHA ALPHA SOCIETY OF PUBLIC ADMINISTRATION AND PUBLIC AFFAIRS**

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# 1.H.3e

**From:** [Joseph Sanches](#)  
**To:** [Amanda Williams](#)  
**Cc:** [Valerie Neilson](#); [Jay Boggess](#); [Andrew Uhlir](#); [Latoya Bunche](#); [Shane Searchwell](#); [Kristin Garrison](#); [Joyell Shaw](#); [Joyce Cai](#)  
**Subject:** Re: TPA Technical Advisory Committee - School District Representative Vacancy  
**Date:** Tuesday, December 6, 2022 2:56:28 PM  
**Attachments:** [image001.png](#)

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Good afternoon Ms. Williams,

Our alternate on the TAC will be Latoya Bunche, General Manager of Transportation Services. Her contact information is below:

LaToya Bunche,  
General Manager - Operations  
The School District of Palm Beach County  
Department of Transportation  
2775 Homewood Road  
West Palm Beach FL, 33406  
Phone (561) 242-8305  
mail:<http://latoya.bunche@palmbeachschools.org>

Please let me know if you have any questions.

On Thu, Dec 1, 2022 at 9:25 AM Amanda Williams <[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)> wrote:

Good morning,

Your Palm Beach County School District Alternate is vacant on the Palm Beach TPA Technical Advisory Committee (TAC). Please let us know if you would like to nominate a new alternate by Thursday, December 8 for appointment at our next TPA Governing Board meeting on December 15.

TPA advisory committee appointments have a three-year term; however, can be changed at any time at the board member's request for approval by the TPA Governing Board.

Whenever possible, TAC representatives and alternates should consist of planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities; public transit departments of municipal/county governments; the school superintendent or the



superintendent's designee; and other appropriate representatives of affected local governments. This committee typically meets the first Wednesday of each month at 9 a.m. except for the months of January, August, and November. For more information about the TAC, please visit: [PalmBeachTPA.org/TAC](http://PalmBeachTPA.org/TAC).

To nominate a new alternate, please provide the following:

1. Email, letter, or resolution notifying the TPA of the request for appointment.
  0. Method is dependent on your agency's process for appointing representatives on external agency committees.
  1. Please address and send correspondence to Valerie Neilson, TPA Executive Director, at [VNeilson@PalmBeachTPA.org](mailto:VNeilson@PalmBeachTPA.org).
2. Resume or summary of the appointee's credentials.
3. Contact information for appointee.

Please let me know if I can assist further!

Best wishes,

**Amanda K. Williams**

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0801 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



---

**From:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>

**Sent:** Tuesday, November 29, 2022 10:42 AM

**To:** Jay Boggess <[jay.boggess@palmbeachschools.org](mailto:jay.boggess@palmbeachschools.org)>

**Cc:** Mike Burke <[mike.burke@palmbeachschools.org](mailto:mike.burke@palmbeachschools.org)>; Joseph Sanches <[joseph.sanches@palmbeachschools.org](mailto:joseph.sanches@palmbeachschools.org)>; Andrew Uhler <[AUhler@palmbeachtpa.org](mailto:AUhler@palmbeachtpa.org)>; Amanda Williams <[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)>

**Subject:** RE: TPA Technical Advisory Committee - School District Representative Vacancy

Hi Jay,

I appreciate your response and hope you had a nice Thanksgiving. We will keep you posted on the direction from the TPA Governing Board if they wish to pursue adding a member seat. Amanda will follow up with more details regarding the TAC representative appointment.

Thank you!

Valerie

---

**From:** Jay Boggess <[jay.boggess@palmbeachschools.org](mailto:jay.boggess@palmbeachschools.org)>  
**Sent:** Tuesday, November 29, 2022 10:12 AM  
**To:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>  
**Cc:** Mike Burke <[mike.burke@palmbeachschools.org](mailto:mike.burke@palmbeachschools.org)>; Joseph Sanches <[joseph.sanches@palmbeachschools.org](mailto:joseph.sanches@palmbeachschools.org)>; Andrew Uhlir <[AUhlir@palmbeachtpa.org](mailto:AUhlir@palmbeachtpa.org)>; Nathan George <[NGeorge@palmbeachtpa.org](mailto:NGeorge@palmbeachtpa.org)>; Amanda Williams <[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)>  
**Subject:** Re: TPA Technical Advisory Committee - School District Representative Vacancy

Good morning Valerie,

Hope you had an enjoyable Thanksgiving holiday.

We met internally on this conversation topic yesterday and we do want to participate and engage further with the Technical Advisory Committee. Mr. Sanches is taking the action to identify the appropriate representative to serve on the TAC and will further communicate the name and title of the individual. What is the target date for us to have this submission back to you?

As far as School Board appointments, it sounds as though there is greater conversation to come from your Board and Exec. Committee. Please keep us abreast as to potential next steps.

As always, appreciate our relationship and collaboration!

J.Boggess

On Wed, Nov 23, 2022 at 7:24 AM Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)> wrote:

Good morning Mike and Jay,

I wanted to loop you in to the email below.

Please let us know if there is a staff member the School District can nominate to serve as an alternate on our Technical Advisory Committee (TAC): [www.palmbeachtpa.org/tac](http://www.palmbeachtpa.org/tac). Currently Joyce Cai, Senior Planner, is the School District's main TAC representative. I'm thinking possibly Joseph Sanches could also be a representative either as main or alternate? Someone involved in transportation / planning / engineering for the school district? Please let us know and the best contact to reach out to next time we have vacancies for these seats? We will bring nominations to our Governing Board for approval of appointment. If you wish to swap the main representative, we can bring the nomination to the board for appointment as well.

We need an email / letter from you letting us know who you wish to nominate and their resume for our board agenda back up to the action item.

Also, it came up at our last TPA Governing Board meeting the possibility of adding a School District Board member seat on our board either as voting or non-voting member.

This will be discussed further at our next executive committee meeting and board meeting. This is a possibility if both the TPA Board directs me to move forward and the School District desires to have a seat (note TPA members pay member dues - I can circle back after Thanksgiving to confirm the amount). I would have to work with FDOT and request the seat from the Governor be added. Step 1 is direction from the board and confirmation of interest from school district. I ran into School Board member Alexandria Ayala this evening and mentioned it to her and she was interested in serving if a member seat were created on the TPA governing board and she were selected as the School District representative.

Please let me know if there is interest from the school district to explore adding a seat to our 21 elected official governing board for our county. For more information about our board visit: [www.palmbeachtpa.org/board](http://www.palmbeachtpa.org/board)

Look forward to hearing from you soon and wish you a Happy Thanksgiving!

Best,

Valerie

On Nov 22, 2022, at 3:10 PM, Amanda Williams  
<[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)> wrote:

Dear Ms. Cai,

Your Alternate on the Palm Beach TPA Technical Advisory Committee (TAC) is vacant. Please let us know who you would like to nominate by Tuesday, December 6 for appointment at our next TPA Governing Board meeting on December 15.

TPA advisory committee appointments have a three-year term; however, can be changed at any time at the board member's request for approval by the TPA Governing Board.

Whenever possible, TAC representatives and alternates should consist of planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities; public transit departments of municipal/county governments; the school superintendent or the superintendent's designee; and other appropriate representatives of affected local governments. This committee typically meets the first Wednesday of each month at 9 a.m. except for the months of January, August, and November. For more information about the TAC, please visit: [PalmBeachTPA.org/TAC](http://PalmBeachTPA.org/TAC)

To nominate a new representative, please provide the following:

1. Email, letter, or resolution notifying the TPA of the request for appointment.
  1. Method is dependent on your agency's process for appointing representatives on external agency committees.
  2. Please address and send correspondence to Valerie Neilson, TPA Executive Director, at [VNeilson@PalmBeachTPA.org](mailto:VNeilson@PalmBeachTPA.org).
2. Resume or summary of the appointee's credentials.
3. Contact information for appointee.

If you have any questions, please let me know.

Best wishes,

**Amanda K. Williams**

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0801 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Palm Beach TPA officials and/or employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



**Disclaimer:** Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

--

**Joseph M. Sanches, MBA**  
Chief Operating Officer  
**Operations Division**  
**Stronger, Smarter, Better Together**

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

3300 Forest Hill Blvd., Suite B-302

West Palm Beach, FL 33406

Office: (561) 357-7573

[joseph.sanches@palmbeachschools.org](mailto:joseph.sanches@palmbeachschools.org)

[palmbeachschools.org/departments/chief\\_operating\\_office\\_\\_coo\\_](http://palmbeachschools.org/departments/chief_operating_office__coo_)

Twitter: IMCOOJoe



**Disclaimer:** Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
Robert S. Weinroth, Mayor  
Gregg K. Weiss, Vice Mayor  
Maria G. Marino  
Dave Kerner  
Maria Sachs  
Melissa McKinlay  
Mack Bernard



COUNTY ADMINISTRATOR  
Verdenia C. Baker  
DEPARTMENT OF AIRPORTS

# 1.H.3f

October 12, 2022

Valerie Neilson, TPA Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, Florida 33401

**Re: Appointment of Andrew Gamboa-Villamil as Alternate for  
Palm Beach County Department of Airports**

Dear Ms. Neilson:

Please accept this letter as a request to appoint Andrew Gamboa-Villamil, as an Alternate to represent the Palm Beach County Department of Airports on the Transportation Planning Agency's Technical Advisory Committee (TAC). Mr. Gamboa-Villamil will be replacing Wil Hicks, Technical Services Coordinator, who is the current Alternate. Mr. Gamboa-Villamil is an Aviation Management Professional serving the Department of Airports since January 2020. Per the attached Resume, Mr. Gamboa-Villamil is more than qualified to represent the Department of Airports on the TAC as an Alternate. His contact information appears below:

**Andrew Gamboa-Villamil, C.M.**  
Airport Planner – Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406  
[igamboa@pbia.org](mailto:igamboa@pbia.org)  
T: (561) 656-5989  
F: (561) 471-7427

Should you have questions regarding this request, please feel free to contact me at your earliest convenience.

Thank you in advance.

Sincerely,

Gary M. Sypek  
Senior Deputy Director of Airports  
Palm Beach County Department of Airports

Attachment

cc: Andrew Gamboa-Villamil – DOA  
File

846 PALM BEACH INTERNATIONAL AIRPORT  
West Palm Beach, Florida 33406-1470  
(561) 471-7400 FAX: (561) 471-7427 [www.pbia.org](http://www.pbia.org)

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

**Andrew Gamboa-Villamil, C.M.**  
**Aviation Management Professional**

Strong and experienced multilingual professional skilled in teamwork, attention to detail, strategic planning, service, oral and written communication, and relationship building. Invest in identifying viable solutions to increase efficiency and assemble a portfolio of alternatives for arising challenges and issues.

**Core Strengths:**

- Critical Thinking
- Customer Service
- Methodical Approach
- Problem Solving
- Cultural Awareness
- Quick Learner
- Microsoft Office
- Organizational Skills
- Creativity

**Professional Experience:**

**Palm Beach County Department of Airports, West Palm Beach, FL**  
**Airport Planner, Planning & Development**

**January 2020 – Present**

- Evaluate and analyze monthly schedules of 10 different airlines through Diio to identify any air service development change impacting PBI's 200 daily flights, as well to better plan and utilize the passenger terminal facilities according to respective airline fleet mix or general operational needs
- Point of contact and Project Manager for the DOA's Sustainability Management Plan (SMP) – a document identifying six focus areas to make all four of Palm Beach County's airports more resilient for future environmental challenges
- Team leader for the DOA's Stormwater Pollution Prevention Plan (SWPPP) – a yearly process that in coordination with environmental consultants and DOA's Real Estate & Properties division, inspects the industrial activities of more than 70 tenants across DOA's four airports to ensure federal and state environmental compliance by continuing to promote best management practices (BMPs).
- Enter new capital budget projects worth more than \$45 million into FDOT's JACIP system for District Coordinator review as part of the Capital Improvement Plan for PBI
- Collect relevant airport documents and prepare required applications for all four DOA airports as part of FDOT Statewide Airfield Pavement Management Program (SAPMP) participation
- Schedule and coordinate review meetings with consultants for DOA senior level staff to discuss internally and provide decision feedback on submitted 60%, 90%, and 100% Construction Documents, design drafts, and CAD drawings for numerous facility improvements
- Examine proposed consultant's scope of work for architectural/ engineering tasks or for original contract amendments, as well as to QA/ QC (quality assurance/ quality control) their calculated fees to ensure they reflect correct task hours and intended task scope
- Modify graphics done by consultants on the PBI master plan to explore various cargo apron expansion capacity alternatives to address interested companies wanting to expand the airport's cargo connectivity
- Develop the initial stages of the Tenant Development Guide for Palm Beach International status to serve as a guiding planning/construction document for prospective tenants wanting to establish new concessions across the airport's main passenger terminal and concourses
- Assist in the development and serve as the Point of Contact for advertised RFPs, collect RFI's from more than 50 consulting firms, and form part of the shortlist selection committees
- Participate in multi-airport conferences hosted by FDOT, including 13 South Florida airports represented by CFFASP, and more than 130 Florida airports that participate in FAPA
- Attend regional stakeholder meetings, including the Palm Beach County's Transportation Planning Agency and the Business Development Board to discuss PBI's local economic impact

**Broward County Aviation Department, Fort Lauderdale, FL**  
**Aviation Intern – Guest Experience / FLL**

**August 2018 – December 2019**



- Streamlined the ticket counter allocation distribution for airlines to further increase the efficiency and use of the airport's scarce check-in resources that service 36 million passengers annually
- Partnered with management to foster airport and airline relationships by discussing, analyzing, and implementing airline requests to accommodate their growing operations to keep pace with the airport's 10%+ passenger yearly growth
- Collaborated with the Public Information Team on updating the airport's 82,000+ followers via social media regarding the airport's latest travel advisories, air service announcements, and concessions
- Conducted, collected, and revised 22 daily Airport Survey Quality surveys throughout the terminals for quarterly submission to ACI, to measure and analyze the airport's passengers' satisfaction and business performance levels for consideration within the annual Broward County budget
- Administered the front desk's 35 visitor badges, welcomed and checked in guests for meetings, answered related inter-office and external inquiries via the phone, relay messages to staff, and organize incoming ground deliveries for the efficient operation of the administrative offices
- Received monthly payments and processing receipt of invoice for 20 ground transportation companies to comply with operating regulations and for license renewal
- Coordinated with U.S. Customs Border Protection (CBP) officers and airline representatives to welcome, direct, and assist 1000 daily international arriving passengers through the Federal Inspection Services (FIS) area to expedite their immigration process by using the APC machines

**Stetson University, DeLand, FL****August 2017 - May 2018****WORLD Ambassador**

- Assisted the WORLD coordinator and 15 other ambassadors with administrative support during Stetson's two international orientation weeks by welcoming, supervising, advising, and accommodating more than 100 incoming exchange students, and other related office duties
- Strategically planned, implemented, and managed monthly informational sessions with the study abroad committee for students interested in Stetson's 23 global exchange programs
- Promoted and raised awareness for study abroad by interacting with the university's 3,000+ students and community through tabling, scheduling and hosting weekly peer advising hour appointments, and other marketing tools like social media and weekly university email newsletter

**Volusia County Libraries, Daytona Beach, FL****May 2014 - March 2016****Student Library Worker**

- Collaborated with a team of 16 employees to ensure that resources and services were available for the best possible level of guest satisfaction
- Responded to patron inquiries in a professional attitude, contributed in reviewing and updating shelves, and checking-in and filing of books in the designated numerical sections for the accessibility and convenience of patrons and library staff

**Education:****Stetson University, DeLand, FL** - Bachelor of Business Administration, Magna Cum Laude**Study Abroad:** Hanyang University, Seongdong-gu, Seoul, South Korea**Languages:**

- English (Fluent), Spanish (fluent), Brazilian Portuguese (Elementary proficiency)

**Knowledge in Systems/Programs:**

- FDOT Florida Aviation Database System (JACIP); Cirium - Diio Mi Market Intelligence

**Certifications:**

- American Association of Airport Executives (AAAE) Certified Member (CM).

# 1.H.4a

**From:** [Cramer, Elisa](#)  
**To:** [Amanda Williams](#)  
**Cc:** [Valerie Neilson](#); [Brian Ruscher](#); [Greg Gabriel](#)  
**Subject:** RE: Transportation Disadvantaged Local Coordinating Board Representative  
**Date:** Tuesday, November 29, 2022 11:48:04 AM  
**Attachments:** [image002.png](#)  
[image004.png](#)  
[image003.png](#)

---

Good morning!  
Thank you for this notice.  
Yes, I would like to continue as a representative on the TDLCB.  
Please let me know if you need any additional information.  
Thank you,  
Elisa

**Elisa Cramer**  
*Community Development Administrator*  
*Circuit 15 – Palm Beach County*  
Office of Child and Family Well-Being  
Florida Department of Children and Families  
561-246-0182

---

**From:** Amanda Williams <[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)>  
**Sent:** Tuesday, November 22, 2022 3:16 PM  
**To:** Cramer, Elisa <[elisa.cramer@myflfamilies.com](mailto:elisa.cramer@myflfamilies.com)>  
**Cc:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>; Brian Ruscher <[bruscher@palmbeachtpa.org](mailto:bruscher@palmbeachtpa.org)>; Greg Gabriel <[GGabriel@palmbeachtpa.org](mailto:GGabriel@palmbeachtpa.org)>  
**Subject:** Transportation Disadvantaged Local Coordinating Board Representative

**CAUTION:** This email originated from outside of the Department of Children and Families. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Dear Ms. Cramer,

Your term as Representative on the Palm Beach TPA Transportation Disadvantaged Local Coordinating Board (TDLCB) ends February 2023. Please let us know if you would like to continue as representative by Tuesday, December 6 for appointment at our next TPA Governing Board meeting on December 15.

TPA advisory committee appointments have a three-year term; however, can be changed at any time at the board member's request for approval by the TPA Governing Board.

This committee typically meets the 2nd month of each quarter at 2:00 p.m. For more information about the TDLCB, please visit: [PalmBeachTPA.org/LCB](https://PalmBeachTPA.org/LCB). You can also reach out to the LCB Liaison, Grég Gabriel, at [GGabriel@PalmBeachTPA.org](mailto:GGabriel@PalmBeachTPA.org) with questions.

To nominate a new representative, please provide the following:

1. Email, letter, or resolution notifying the TPA of the request for appointment.

0. Method is dependent on your agency's process for appointing representatives on external agency committees.
1. Please address and send correspondence to Valerie Neilson, TPA Executive Director, at [VNeilson@PalmBeachTPA.org](mailto:VNeilson@PalmBeachTPA.org).
2. Resume or summary of the appointee's credentials.
3. Contact information for appointee.

If you have any questions, please let me know.

Best wishes,

**Amanda K. Williams**

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0801 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Palm Beach TPA officials and/or employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

# 1.H.4b

**From:** [Manuel, Robyn C](#)  
**To:** [Amanda Williams](#)  
**Cc:** [Valerie Neilson](#); [Brian Ruscher](#); [Greg Gabriel](#)  
**Subject:** RE: Transportation Disadvantaged Local Coordinating Board Representative  
**Date:** Tuesday, November 22, 2022 3:33:06 PM  
**Attachments:** [image001.png](#)

---

Good Afternoon Amanda,

I'll be continuing in this role.

Thanks in Advance,

---

**From:** Amanda Williams <[awilliams@palmbeachtpa.org](mailto:awilliams@palmbeachtpa.org)>  
**Sent:** Tuesday, November 22, 2022 3:16 PM  
**To:** Manuel, Robyn C <[Robyn.Manuel@vr.fldoe.org](mailto:Robyn.Manuel@vr.fldoe.org)>  
**Cc:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>; Brian Ruscher <[bruscher@palmbeachtpa.org](mailto:bruscher@palmbeachtpa.org)>; Greg Gabriel <[GGabriel@palmbeachtpa.org](mailto:GGabriel@palmbeachtpa.org)>  
**Subject:** Transportation Disadvantaged Local Coordinating Board Representative

Dear Ms. Manuel,

Your term as Representative on the Palm Beach TPA Transportation Disadvantaged Local Coordinating Board (TDLCB) ends February 2023. Please let us know if you would like to continue as representative by Tuesday, December 6 for appointment at our next TPA Governing Board meeting on December 15.

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  - Method is dependent on your agency's process for appointing representatives on external agency committees.
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2. **Resume or summary of the appointee's credentials.**
3. **Contact information for appointee.**

If you have any questions, please let me know.

Best wishes,

**Amanda K. Williams**

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0801 | Main 561.725.0800

[Web](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



**PALM BEACH**  
Transportation  
Planning Agency

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Palm Beach TPA officials and/or employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



# 1.H.4c

## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

December 6, 2022

Ms. Valerie Neilson  
Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, Florida 33401

Dear Ms. Neilson:

**SUBJECT: Appointment of Transportation Disadvantaged Local Coordinating Board (LCB) and Vision Zero Advisory Committee (VZAC) Members representing FDOT**

Please accept this letter as official notification that the Florida Department of Transportation (FDOT) nominates Marie Dorismond as FDOT's representative and Paula Scott as the alternate representative for serving on the Transportation Disadvantaged Local Coordinating Board (LCB). Marie and Paula are currently serving in this role and will continue representing FDOT through 2023. Marie and Paula have excellent credentials that qualify them to fill this role.

Marie Dorismond has worked with FDOT for over thirteen years and has served in her position as Transit Coordinator for the past five years. Marie manages the Section 5310 Grant Program with the purpose to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation options. Her position requires coordination with the Metropolitan Plan Organizations and specialized transportation providers for the successful development of transit services for the transit disadvantaged population.

Paula Scott has over fifteen years of experience working in governmental and nonprofit sectors. Paula's experience spans from staff/volunteer training and development to program development and administration. As a Transit Coordinator with FDOT District Four, Paula currently manages the State Block Grant, Section 5311 Rural Grant, Toll Revenue Credits, and the Express Bus program.

In addition, FDOT is nominating Wibet Hay to serve as the interim member on the Vision Zero Advisory Committee (VZAC) representing FDOT until our Bicycle/Pedestrian Coordinator position is filled. Wibet has worked at FDOT for over fourteen years in various roles. As Multimodal Coordinator, Wibet currently manages multimodal planning projects that may include transit, trails, and other transportation modes. She works with local governments and Metropolitan Planning Organizations and provides technical assistance in transportation planning and pre-scoping activities for multimodal studies and projects.

The FDOT representatives' contact information is:

LCB		VZAC
FDOT Representative	FDOT Alternate	FDOT Interim Representative
<b>Marie France Dorismond</b> Transit Coordinator Office of Modal Development FDOT – District 4 3400 W. Commercial Blvd. Fort Lauderdale, FL 33309 Tel: 954-777-4605 <a href="mailto:Marie.Dorismond@dot.state.fl.us">Marie.Dorismond@dot.state.fl.us</a>	<b>Paula S. Scott, MPA, CSM</b> Transit Coordinator Office of Modal Development FDOT – District 4 3400 West Commercial Blvd. Fort Lauderdale, FL 33309 Tel: 954-777-4632 <a href="mailto:Paula.Scott@dot.state.fl.us">Paula.Scott@dot.state.fl.us</a>	<b>Wibet Hay</b> Multimodal Coordinator Office of Modal Development FDOT – District 4 3400 W Commercial Blvd Fort Lauderdale, FL 33309 Tel: 954-777-4573 <a href="mailto:Wibet.Hay@dot.state.fl.us">Wibet.Hay@dot.state.fl.us</a>

Thank you for the opportunity to have FDOT serve on these important committees. If you need additional information, please feel free to contact me at (954)777-4689 or at [Birgit.Olkuch@dot.state.fl.us](mailto:Birgit.Olkuch@dot.state.fl.us).

Sincerely,



Birgit Olkuch, P.E.  
District Modal Development Administrator

BO:bo

cc: Steven C. Braun, P.E., Director of Transportation Development – FDOT  
John Krane, P.E., District Planning & Environmental Administrator – FDOT  
Lisa Maack, AICP, Passenger Operation Manager – FDOT  
Marie Dorismond, Transit Coordinator – FDOT  
Paula Scott, Transit Coordinator – FDOT  
Wibet Hay, Transit Coordinator – FDOT



# 1.H.4d

## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

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Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

December 6, 2022

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Sincerely,



Birgit Olkuch, P.E.  
District Modal Development Administrator

BO:bo

cc: Steven C. Braun, P.E., Director of Transportation Development – FDOT  
John Krane, P.E., District Planning & Environmental Administrator – FDOT  
Lisa Maack, AICP, Passenger Operation Manager – FDOT  
Marie Dorismond, Transit Coordinator – FDOT  
Paula Scott, Transit Coordinator – FDOT  
Wibet Hay, Transit Coordinator – FDOT

# 1.H.5a

**From:** [Valerie Neilson](#)  
**To:** [Greg Gabriel](#); [Amanda Williams](#)  
**Cc:** [Brian Ruscher](#); [Melissa Murray](#)  
**Subject:** FW: Request for Appointment  
**Date:** Monday, November 21, 2022 6:00:39 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[SC\\_Resume\\_11182022.pdf](#)

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Greg, please find attached letter nominating Stessy Cocerez on the TD LCB and follow up once appointed.

Amanda, please save PDF of email below and letter for LDB appointments and add to the December 15 Board agenda for appointment.

Thank you,

Valerie

---

**From:** James Green <[JGreen1@pbcgov.org](mailto:JGreen1@pbcgov.org)>  
**Sent:** Monday, November 21, 2022 1:45 PM  
**To:** Valerie Neilson <[VNeilson@palmbeachtpa.org](mailto:VNeilson@palmbeachtpa.org)>  
**Cc:** Stessy Cocerez <[SCocerez@pbcgov.org](mailto:SCocerez@pbcgov.org)>  
**Subject:** Request for Appointment

Good afternoon,

On behalf of the Community Services Department, this letter is to request the appointment of Stessy Cocerez to the Transportation Disadvantaged Local Coordinating Board.  
Ms. Cocerez's resume is attached and her contact information is below.

Please feel free to contact me with any additional questions or concerns.

Stessy Cocerez  
Strategic Planning and Performance Analyst II for SPRE @ PBC CSD  
[SCocerez@pbcgov.org](mailto:SCocerez@pbcgov.org) | (561) 355-4718  
810 Datura Street, WPB, FL 33401

**James Green, PhD**

Director  
PBC Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401  
Phone: (561) 355-4702  
E-Fax: (561) 242-7336

Email: [jgreen1@pbcgov.org](mailto:jgreen1@pbcgov.org)



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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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# Stessy Cocerez

Cell: 561-267-9371  
Office: 561-355-4718  
Email: [scocerez@pbcgov.org](mailto:scocerez@pbcgov.org)

## Experience

### **Strategic Planning and Performance Analyst II**

**Palm Beach County Community Services Department ·**

**September 2015 - Present**

- Establish and maintain effective working relationships with governmental and social agencies, public officials, and the general public
- Collaborate with project managers, nonprofit agencies, other County departments, and advisory boards to develop and implement strategies and procedures
- Serve as staff liaison for the Palm Beach County Citizens Advisory Committee on Health and Human Services
- Develop surveys and participate in focus groups to collect and utilize data from the community
- Contribute to the preparation of the Health and Human Services Element of the Comprehensive Plan
- Acquire, manage, and analyze data to report on various outcomes across County-funded programs
- Recommend and implement methods and procedures to establish or improve outcomes
- Perform program evaluation in relation to data integrity and performance measures
- Provide in-person and remote technical assistance
- Develop annual reports
- Utilize Geographic Information System (GIS) tools such as ArcMap or ArcGIS Online to create maps and conduct research as needed

### **Assistant Property Manager**

**Student Housing Solutions, LLC ·**

**December 2012 - January 2015**

- Participated in manager meetings to provide input and planning ideas
- Analyzed occupancy to develop future pricing
- Collected and deposited money (rent, move-in costs, collection fees)
- Maintained and updated essential documents
- Generated contractual leases and reviewed all documentation with upcoming residents and their guarantors
- Supervised leasing staff professionals and administered training to new employees
- Qualified applicants & potential guarantors
- Managed virtual leads through the ILoveLeasing.com Customer Relationship Management (CRM) site

## Education

### **Master of Science in Geographic Information Systems (GIS)**

Johns Hopkins University · 2018

### **Bachelor of Science in Geography**

Florida State University · 2013

## Certifications, Trainings, Awards, Interests

- Florida Atlantic University Executive Certificate in Business Analytics (2021)
- ETS Lean Six Sigma Green Belt Certification (2021)
- ETS Lean Six Sigma Advanced Yellow Belt Certification (2019)
- South Florida GIS Expo and GIS Edge Introduction to ArcGIS Pro (2019)
- South Florida GIS Expo Student Presentation Third Place Winner (2018)
- OrgCode South Florida Leadership Academy (2018)
- Dave Barth & Associates - The Key to Strategic Implementation (2018)
- OrgCode Excellence in HMIS Practice and Using your Performance Data (2017)
- Healthy Mothers, Healthy Babies Teen Mom Mentor (2017)
- The Evaluator's Institute Monitoring and Evaluation: Frameworks and Fundamentals (2015)
- National Peer to Peer ROMA Training & Certification Program Introduction to Results-Oriented Management and Accountability (ROMA) (2015)

Date: 8/31/2022

TD Local Coordinating Board Chair  
City of Palm Beach Gardens Mayor, Chelsea Reed

Subject: TD Local Coordinating Board Service

Dear Mayor Reed:

It is with great pleasure I submit my letter of interest to serve on the Palm Beach TD Local Coordinating Board. As you will see in my attached resume, I have over 30 years of transportation experience in both the public and private sector. In fact, my transit career started right here in Florida at Hillsborough Area Regional Transit (HART) in Tampa, where I have served as Customer Service Director, Paratransit Director, Transportation Director and Director of Maintenance.

During my tenure at HART, I had the privilege of representing HART on the Hillsborough County TD Local Coordinating Board, which in 1999 received the Outstanding Local Coordinating Board by the State of Florida Transportation Commission (see attached letter). During that time, I had the responsibility of starting up the paratransit services for HART when the Americans With Disability Act (ADA) became law; a service that is thriving for HART and the citizens of Hillsborough County today.

Thank you in advance for your consideration. It would be an honor to serve the Palm Beach community.

Sincerely,



Vasti Amaro  
Strategic Advisor

Attachments

# Vasti Amaro

## Board of Director / Strategic Advisor

---

### PROFESSIONAL SUMMARY

Vasti has more than twenty-five (25) years of transportation experience in both public and private sectors, delivering passenger transport in the transit, airport ground transportation and university space. While working for global transportation firms, she was responsible for successful start-up operations for Hillsborough Area Regional Transit (HART) in Tampa, Dallas Area Rapid Transit (DART), Phoenix Transit, Greater Richmond Transit Company (GRTC), Phoenix Sky Harbor International Airport (CONRAC). She's managed operations for Collier Area Transit (CAT), Broward County Transit (BCT), South Florida Regional Transit Authority (SFRTA), Fort Lauderdale/Hollywood International Airport, and the Bus Shuttle for the Miami International Airport.

### EXPERIENCE

#### **ProKel Mobility, Palm Beach County, FL** - Board of Director / Strategic Advisor to the CEO

2020 - Present

- Develop strategic plans with the executive team and senior staff to continuously improve ProKel Mobilty's operations for existing paratransit and fixed route shuttle services. Drive operational efficiencies in support of customer program(s). Identify and execute solutions to achieve customer cost savings commitments. Identify and execute solutions to reduce inbound and outbound transportation expenses.
- Established and conducted multi-divisional reviews, document and monitor action items required to improve division metrics. Monitor overall division metrics and participate in the operational review calls to discuss action items taken and progress toward company and customer goals. Share and support implementation of best practices across divisions. Motivate, lead, and train division general managers.
- Increased Paratransit and Fixed Route footprint nationally. Company was providing transportation services only in South Florida from 2015-2019. Since joining the Board in 2020, the company has expanded and is now providing transportation services in New York, Pennsylvania, Arizona, and Ohio. Currently working on expansion to California.

#### **Vasti Transport, Tampa, FL** - Principal

2014- Present

- Transportation consultant and executive coaching to leaders of mass transit agencies and business owners.

#### **Port Authority of Allegheny County, Pittsburg, PA** - Chief of Staff

2017 - 2019

- As a consultant to the agency, Provided transitional support to the new CEO and then held permanent position with oversight of 2,600 employees and an operating budget of \$480M/capital budget of \$189M.

#### **First Transit, Tampa, FL** - Director of Business Development (East Region)

2015 - 2017

- Responsible for revenue growth and market development in all transportation segments and maintenance business. This includes developing a pipeline, setting win strategies, assisting the executive team with price modeling, proposal process management, identifying technology and innovative solutions, industry networking, client management and contract negotiations.

#### **Hillsborough Area Rapid Transit (HART), Tampa, FL** - Director of Maintenance/ Director of Transportation/ Director of Paratransit

April 2014 - July 2015 & August 2017- March 2018

- As a consultant to the agency under Vasti Transport, filled three executive roles during two separate periods. As Acting Director of Transportation, assisted with the evacuation of Hur-ricane Irma and implemented a new bus route redesign, referred to as Mission Max. As Di-rector of Maintenance, restructured the maintenance personnel team and had oversight of capital projects, fleet replacement plan, facilities and streetcar operations.

#### **Keolis, Tampa, FL** - Senior Vice President of East Region

November 2010 - October 2013

- Provided leadership and oversight for over thirty-five client contracts with Cities, Counties, Airports, Mass Transit Agencies, and Corporations from seven facilities throughout the state of Florida and Virginia with over 1,000 employees and over \$40 million in revenue. Responsibilities also included client relations, business development and start-up operations. Instrumental with a merger and acquisition by Keolis, helping them enter the U.S market.

#### **Transdev, Phoenix, AZ** - GM/Director of Transportation

October 1999 - October 2010

- Responsible for many start-ups and transitions in Transit, Airport and University space. Part of the Phoenix Transit startup team, which converted the public transit agency to a full turn-key operation. This included managing the daily operation of over 600 employees, negotiating with ATU and Teamsters with a budget of \$14 million in revenue.

## EDUCATION

**Business Management** at the University of Phoenix

**Graduate of Women's Transportation Seminar (WTS)**

**Leadership at Rutgers University**

**Veolia Leadership** at University of South Florida Center for Transportation Research (CUTR)

## MEMBER/AFFILIATIONS

**Past President of the WTS Phoenix Chapter**

**WTS Foundation**, National Board of Directors

**WTS Women Owned Business Forum**, Chair

**WTS Tampa Bay Chapter**, Incoming President

**Florida Public Transit Association (FPTA)**, Board Member

**Greater Fort Lauderdale Alliance**, Board Member

**Conference of Minority Transportation Officials (COMTO)**

**Airport Ground Transportation Association (AGTA)**

**Airport Minority Advisory Council (AMAC)**





# Metropolitan Planning Organization

December 14, 1999

Ms. Sharon Dent, Executive Director  
Hillsborough Area Regional Transit  
201 E. Kennedy Boulevard, Suite 1600  
Tampa, Florida 33602



Dear Ms. Dent:

Re: Outstanding Coordinating Board of the Year

Commissioner Richard Gioriso  
Chairman

Commissioner Ben Wackman  
Vice Chairman

Mayor Fran Barford  
City of Temple Terrace

Commissioner Pat Frank  
Hillsborough County

Commissioner Richard Gioriso  
City of Plant City

Mayor Dix A. Greco  
City of Tampa

Councilman Shawn Harrison  
City of Tampa

Monroe Mack  
Expressway Authority

Commissioner Jim Norman  
Hillsborough County

Councilwoman Linda Saul-Sana  
City of Tampa

Ed Turanchik  
HARTline

Commissioner Ben Wackman  
Hillsborough County

Louis E. Miller (Ex-Officio)  
Hillsborough Co. Aviation Authority

George Williamson (Ex-Officio)  
Tampa Port Authority

Christine Malzone (Ex-Officio)  
The Planning Commission

Kenneth A. Hartmann, P.E. (Ex-Officio)  
FDOT District Seven

Lucille L. Ayer, MOP  
Executive Director

Hillsborough County  
Metropolitan Planning Organization  
P.O. Box 1110  
601 E. Kennedy, 18th Floor  
Tampa, Florida 33601-1110  
813/272-3940  
FAX NO: 813/272-3258  
FAX NO: 813/272-3255  
www.plancom.org

As you may know, the Hillsborough County Transportation Disadvantaged Coordinating Board (TDCB) was selected as the **Outstanding Local Coordinating in Florida**. The TDCB was recognized for their accomplishments by the Florida Commission for the Transportation Disadvantaged on the occasion of the State Transportation Disadvantaged Program's 20<sup>th</sup> Anniversary.

Over the last year, this board has shown its dedication and leadership in the provision of transportation disadvantaged services in Hillsborough County. Their members have dedicated numerous hours giving guidance to the program through the development of several important documents such as the *Transportation Disadvantaged Service Plan*, *Evaluation of the Community Transportation Coordinator* and *2020 Long Range Transportation Plan*.

On this auspicious occasion, I would like to thank you for your commitment to this program and in particular for the dedication to this board by your staff member, Ms. Vasti Amaro-Dallas.

There is still much work to be done to meet the needs of the local transportation disadvantaged population and I look forward to your agency's continued support of and participation on the Hillsborough County Transportation Disadvantaged Coordinating Board (TDCB).

Sincerely,

Mayor Fran Barford

Chairperson

Transportation Disadvantaged Coordinating Board



## TPA RESOLUTION 2022-19

**A RESOLUTION OF THE PALM BEACH  
TRANSPORTATION PLANNING AGENCY (TPA)  
APPROVING AN AMENDMENT TO THE OPERATING  
PROCEDURES; MAKING FINDINGS; AMENDING  
SECTION 2.2 E. PROVIDING APPOINTMENT OF THE TPA  
GOVERNING BOARD CHAIR AND VICE CHAIR AS  
DELEGATE AND ALTERNATE TO THE METROPOLITAN  
PLANNING ORGANIZATION ADVISORY COUNCIL AND  
SOUTHEAST FLORIDA TRANSPORTATION COUNCIL.**

**WHEREAS**, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, pursuant to 23 CFR 450.300 through 450.326 and Sections 339.175(6) through (9), Florida Statutes, the TPA is required to develop and amend as appropriate, plans and programs including but not limited to a Long Range Transportation Plan (LRTP), Priority Project List, Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP); and

**WHEREAS**, the TPA has previously adopted by-laws regulating the conduct of its governing board and advisory committees; and

**WHEREAS**, the TPA now desires to amend its Operating Procedures to provide for appointment of the TPA Governing Board Chair as the TPA's Metropolitan Planning Organization Advisory Council (MPOAC) and Southeast Florida Transportation Council (SEFTC) Delegate and the Vice Chair as the TPA's MPOAC and SEFTC Alternate Delegate; and

**WHEREAS**, the TPA Governing Board finds the adoption of this amendment to be in furtherance of the public interest,

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH  
TRANSPORTATION PLANNING AGENCY, THAT:**

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

**SECTION 2.** The TPA Governing Board hereby:

1. Approves the amendment to the Palm Beach TPA Operating Procedures incorporated herein and attached hereto as Exhibit A and incorporated herein by this reference.

**SECTION 3.** In the event that any term, provision, clause, sentence or section of this Resolution shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Resolution, and this Resolution shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

**SECTION 4.** 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 \_\_\_\_\_ 2022.

PALM BEACH METROPOLITAN PLANNING  
ORGANIZATION, d/b/a PALM BEACH  
TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Mayor Chelsea Reed,  
as its Chair

ATTEST:

(AGENCY SEAL)

\_\_\_\_\_  
Amanda Williams, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Paul R. Gougelman, TPA General Counsel

**1.H.6b**



**PALM BEACH**  
Transportation  
Planning Agency

# **Operating Procedures**

Approved by TPA Board on December 15, 2022

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Mayor Chelsea Reed, TPA Chair

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is required, the expense of providing the same shall be paid by the person desiring to photograph the public record as provided by law. Accord, §119.07(3)(c) and (d), F.S.

- G. If the furnishing of a public record can be accomplished with little or no effort or cost to the TPA, the agency clerk is authorized to waive the collection of a fee for copying and providing the public record.
- H. The TPA shall prominently post the contact information for the agency's agency clerk and custodian of public records in the TPA's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website. The signage shall advise anyone requesting a public record to advise the agency clerk as custodian of public records of any request for a public record. See §119.12(2), F.S.

## **1.6 Agency Seal**

The agency seal is hereby adopted. The seal shall consist of two concentric circles, one inside the other. In the center of the inner circle, the agency's logo shall be displayed, together with the words "OFFICAL SEAL" set forth. Between the inner and outer circles shall be the agency name "Palm Beach Transportation Planning Agency."

# **Section 2. TPA Governing Board**

## **2.1 Membership**

- A. Number of Governing Board Members - The number of Governing Board Members for the TPA shall be as determined by the Interlocal Agreement, as amended.
- B. Representatives - Each Governing Board Member shall designate a Representative and notify the TPA in writing of this designation. The qualifications of Representatives shall be as specified in the Interlocal Agreement.
- C. Alternates - Each Governing Board Member shall designate an Alternate(s) and notify the TPA in writing of this designation. The Alternate must meet the same qualifications as a Representative. An Alternate may serve as a Representative for the Governing Board Member during any meeting or portion of a meeting where that Governing Board Member's Representative is not in attendance.
- D. Term of Office - Representatives and Alternates shall serve until the TPA has been notified in writing of a new designation by the Governing Board Member or until their earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

## **2.2 Officers**

- A. Officers - The officers of the TPA shall consist of a Chair, a Vice Chair, and three at-large Representatives of the Governing Board. Together, the officers shall be referred to as the Executive Committee. Not more than two of the officers may be County Commissioners.



- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year or earlier if desired by the TPA Governing Board. The newly elected officers shall take office on the first day of the following calendar year or earlier if desired by the TPA Governing Board. Additional elections may be held as necessary if an officer cannot carry out said officer's duties and complete the remainder of the appointed term.
- C. Officer Criteria - The Chair must have served on the TPA Governing Board as a Representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the TPA Governing Board.
- D. Terms of Office - The term of office for officers shall be until their successors take office as provided in Section 2.2.B.
- E. Duties of the Chair - The Chair shall call and preside at TPA Governing Board meetings, set the order of business for each meeting, and sign official documents for the TPA. The Chair shall additionally approve the disbursement of funds for official business travel undertaken by TPA Governing Board members and other appointed officials, advisory committee members, interns, and other authorized officials, provided the travel was authorized in advance and the requestor sought advanced registration discount rates, the most economical and efficient means to/from the travel occasion and reasonably priced lodging accommodations. 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 Representatives present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

The Chair shall serve as the TPA's Metropolitan Planning Organization Advisory Council (MPOAC) Delegate and Southeast Florida Transportation Council (SEFTC). The Vice Chair shall serve as the TPA's MPOAC and SEFTC Alternate Delegate.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected from the remaining Representatives, including the at-large members of the Executive Committee, for the remainder of the term.

- F. Duties of the Executive Committee – The Executive Committee shall:
  - 1. Meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board;
  - 2. Meet as necessary to review and recommend content related to other TPA initiatives (e.g., the 561 Mobility Plan, the Vision Zero Action Plan, transportation surtax funding strategies, and other plans and strategies) for consideration by the Governing Board;
  - 3. Meet as necessary to review and recommend updates to TPA policies and procedures as requested by the Executive Director;
  - 4. Meet as necessary to participate in TPA procurement selection committees as requested by the Executive Director;

5. Meet as necessary to facilitate the process of hiring a new Executive Director, including but not limited to refining the job profile, evaluating candidates, recommending a candidate, negotiating an employment agreement for Board consideration, and recommending an interim director for Board consideration; and
  6. Undertake other tasks as may be assigned by the Governing Board.
- G. Agency clerk - The TPA Executive Director shall act as the Agency Clerk pursuant to Section 339.175(2)(e), F.S.

## 2.3 Meetings

- A. Regular Meetings - Meetings will be held on the third Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. The Chair may cancel regular meetings should there be insufficient business on the TPA's tentative agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Workshops - Workshops may be called from time to time and shall not require a quorum; however, all workshops shall be noticed in the same manner as regular meetings of the TPA Governing Board. No official actions may be taken at a workshop.
- D. Attendance - Each Representative shall be expected to attend each regular meeting. It shall be the obligation of the Representative to provide at least 24-hours advance notice to the TPA when the Representative will not be attending a meeting. It shall be the obligation of a Representative to provide reasonable notice to the Alternate when the Representative will not be attending a meeting. An absence without advance notice or without having an Alternate in attendance will be considered unexcused.

When a Representative or Alternate for a Governing Board Member does not attend three (3) consecutive regular meetings, the TPA Executive Director will send a letter to the chief elected officer of the Governing Board Member indicating the number of absences and requesting reaffirmation or reappointment of the Governing Board Member's Representative.

- E. Agenda - The Executive Director, in consultation with the Chair, shall create a published list of items for decision (consent and action items), discussion (special presentations, reports, and information items), and receipt without discussion (administrative items) at a meeting. The agenda and any backup material for a TPA Governing Board meeting shall be published on the TPA website seven (7) days prior to the meeting or as early as practicable. Only when extenuating circumstances warrant, a Representative, Alternate, or the TPA Executive Director may propose an additional item or a modification to the agenda at the commencement of a given meeting, subject to approval by a majority of the Representatives/Alternates at the meeting; provided that consideration of such item(s) is consistent with the TPA's PPP noticing requirements.

TPA advisory committee requests to add an item to a TPA Governing Board meeting agenda or to furnish work product (*e.g.*, written report, video, *etc.*) of a specific topic to the TPA Governing Board shall first be approved by the committee in the manner and format in which the matter should be presented.

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Members of the public wishing to add an item to a future agenda must first request the item during a Board meeting by submitting a public comment. The Board will determine whether to add the item to a future meeting.

- F. Voting Procedures - The Chair and any Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. Representatives must be physically present to vote unless a Representative is approved to participate remotely by the physically present Representatives. At any given meeting, if a Representative(s) is absent, the 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 Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a Representative, or the TPA Executive Director. Pursuant to Section 339.175(13) F.S. a recorded roll call vote shall be taken for the Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), and any corresponding amendments. A tie vote shall be interpreted as a failure to pass.

Any 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 completed by the next regularly scheduled meeting and cannot be undone. A Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The Executive Director shall endeavor to provide notice of the request to the TPA Governing Board Members prior to the meeting. Any Representative who was not 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 present at the meeting.

Board Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Section 112.3143, F.S., or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012, F.S. If a Representative/Alternate abstains from voting, the Representative/Alternate must declare the conflict at the introduction of the item 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 Agency Clerk within 15 days after the abstention occurs.

In the absence of any direction from these Operating Procedures or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order will designate procedures governing voting over any TPA Governing Board, advisory committee, subcommittee, or ad hoc committee meeting. In the interest of efficiency or flexibility, a majority consensus of the TPA Governing Board may approve departures from Robert's Rules of Order.



Proxy and absentee voting are not permitted.

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- H. Florida's Open Meetings Law - Every Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current board items or other matters that may foreseeably come before the TPA Governing Board for action with other members outside of a noticed meeting.

## 2.4 TPA Board Committees

As necessary, the TPA Governing Board may establish a committee of Representatives and/or Alternates to investigate and report on specific subject areas of interest to the TPA Governing Board.

A TPA Board Committee shall consist of at least three (3) Representatives and/or Alternates. A majority of the committee members must be physically present for the committee to take formal action. The committee shall meet and establish a chair and vice chair. The chair or vice chair shall report to the TPA Governing Board at its next regular meeting on the committee's activities.

A TPA Board Committee's authority shall be limited to making recommendations regarding items to be considered by the TPA Governing Board.

## 2.5 TPA Advisory Committees and Ad Hoc Committees

The TPA Governing Board relies on the standing advisory committees as outlined below to review and make recommendations regarding items to be considered by the TPA Governing Board. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time; however, advisory committee members may serve on more than one ad hoc committee in addition to serving on an advisory committee.

- A. Technical Advisory Committee (TAC) - The TAC is comprised of representatives of local governments, airports, seaports, public transit agencies, the school superintendent or designee, and other entities as deemed appropriate by the TPA Board pursuant to Section 339.175(6)(d), F.S.
- B. Citizen's Advisory Committee (CAC) - The CAC is responsible for providing the TPA Governing Board with a "citizen's eye" view of ongoing transportation issues in Palm Beach County. Members are appointed by the TPA Governing Board according to required special designations in accordance with Section 339.175(e.)1., F.S. and other categories as identified by the TPA Governing Board.

- C. Vision Zero Advisory Committee (VZAC) – The VZAC is comprised of county and municipal planners, law enforcement and fire rescues services, school district, health department, active transportation advocacy groups, or other entity as deemed appropriate by the TPA Governing Board to advance those elements of the TPA’s Vision Zero Action Plan oriented around pedestrian and bicycle safety.

From time to time, an advisory committee or the Executive Director may form an ad hoc committee for the purpose of investigating specific subject areas of interest. Ad hoc committees shall report to the advisory committee(s) on their activities at the next available meeting.

## 2.6 Transportation Disadvantaged Local Coordinating Board (LCB)

The TPA Governing Board is the Designated Official Planning Agency (DOPA) for the Palm Beach County Transportation Disadvantaged (CTD) program, as designated by the Florida Commission for the Transportation Disadvantaged. In accordance with Section 427.0157, F.S., all members of the LCB shall be appointed by the DOPA. Membership and conduct are established by separate by-laws adopted by the LCB.

The LCB is an advisory body to the CTD and identifies local service needs and provides information, advice, and direction to the Palm Beach County Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System.

# Section 3. Technical Advisory Committee (TAC)

## 3.1 Role and Function

Pursuant to Section 339.175(6)(d), F.S., the TAC provides technical review, comments, and recommendations regarding items to be considered by the TPA Governing Board, including transportation plans, programs, studies, and other appropriate documents and regional transportation issues. The TAC addresses other matters and concerns when directed by the TPA Governing Board. It shall be the function of the TAC to provide technical review and make recommendations to the TPA Governing Board regarding:

- Long Range Transportation Plans (LRTP) goals, objectives, performance measures, targets and desired and cost feasible projects and programs;
- Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Objective Scoring system used to rank project applications submitted for funding through the annual Local Initiatives (LI) Program and State Road Modifications Program (SRM);
- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and



**PALM BEACH**  
Transportation  
Planning Agency

# 1.H.6c

## 2023 TPA Governing Board, SEFTC, and MPOAC Meeting Dates

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
<b>Palm Beach TPA Governing Board</b> Hosted at TPA Offices		16	16	20	18	15	20		21	19		14*
<b>Southeast Florida Transportation Council (SEFTC)</b>		17 Miami-Dade TPO		21 Broward MPO			21 Palm Beach TPA			20 Miami-Dade TPO		
<b>Metropolitan Planning Organization Advisory Council (MPOAC)</b>	31 Orlando			27 Miami			27 St. Pete Beach			26 Lakeland SunTrax		

Shaded = No Meeting

\* Second Thursday

## TPA RESOLUTION 2022-20

### **A RESOLUTION OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) APPROVING AN AMENDMENT TO THE OPERATING PROCEDURES; MAKING FINDINGS; AMENDING SECTION 2.2 F. DUTIES OF THE EXECUTIVE COMMITTEE**

**WHEREAS**, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, pursuant to 23 CFR 450.300 through 450.326 and Sections 339.175(6) through (9), Florida Statutes, the TPA is required to develop and amend as appropriate, plans and programs including but not limited to a Long Range Transportation Plan (LRTP), Priority Project List, Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP); and

**WHEREAS**, the TPA has previously adopted by-laws regulating the conduct of its governing board and advisory committees; and

**WHEREAS**, the TPA now desires to amend its Operating Procedures to state the duties of the Executive Committee as follows:

1. Meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board;
2. Meet as necessary to review and recommend content related to TPA initiatives, updates to TPA policies and procedures, and participate in TPA procurement selection committees as requested by the Executive Director;
3. Meet annually to review the TPA Executive Director's performance, or as necessary, to facilitate the process of hiring a new Executive Director; and
4. Undertake other tasks as may be assigned by the Governing Board; and

**WHEREAS**, the TPA Governing Board finds the adoption of this amendment to be in furtherance of the public interest.

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH  
TRANSPORTATION PLANNING AGENCY, THAT:**

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

**SECTION 2.** The TPA Governing Board hereby:

1. Approves the amendment to the Palm Beach TPA Operating Procedures incorporated herein and attached hereto as Exhibit A and incorporated herein by this reference.

**SECTION 3.** In the event that any term, provision, clause, sentence or section of this Resolution shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Resolution, and this Resolution shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

**SECTION 4.** 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 \_\_\_\_\_ 2022.

PALM BEACH METROPOLITAN PLANNING  
ORGANIZATION, d/b/a PALM BEACH  
TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Mayor Chelsea Reed,  
as its Chair

ATTEST:

(AGENCY SEAL)

\_\_\_\_\_  
Amanda Williams, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Paul R. Gougelman, TPA General Counsel



**1.H.7b**



**PALM BEACH**  
Transportation  
Planning Agency

# **Operating Procedures**

Approved by TPA Board on December 15, 2022

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Mayor Chelsea Reed, TPA Chair

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is required, the expense of providing the same shall be paid by the person desiring to photograph the public record as provided by law. Accord, §119.07(3)(c) and (d), F.S.

- G. If the furnishing of a public record can be accomplished with little or no effort or cost to the TPA, the agency clerk is authorized to waive the collection of a fee for copying and providing the public record.
- H. The TPA shall prominently post the contact information for the agency's agency clerk and custodian of public records in the TPA's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website. The signage shall advise anyone requesting a public record to advise the agency clerk as custodian of public records of any request for a public record. See §119.12(2), F.S.

## **1.6 Agency Seal**

The agency seal is hereby adopted. The seal shall consist of two concentric circles, one inside the other. In the center of the inner circle, the agency's logo shall be displayed, together with the words "OFFICAL SEAL" set forth. Between the inner and outer circles shall be the agency name "Palm Beach Transportation Planning Agency."

# **Section 2. TPA Governing Board**

## **2.1 Membership**

- A. Number of Governing Board Members - The number of Governing Board Members for the TPA shall be as determined by the Interlocal Agreement, as amended.
- B. Representatives - Each Governing Board Member shall designate a Representative and notify the TPA in writing of this designation. The qualifications of Representatives shall be as specified in the Interlocal Agreement.
- C. Alternates - Each Governing Board Member shall designate an Alternate(s) and notify the TPA in writing of this designation. The Alternate must meet the same qualifications as a Representative. An Alternate may serve as a Representative for the Governing Board Member during any meeting or portion of a meeting where that Governing Board Member's Representative is not in attendance.
- D. Term of Office - Representatives and Alternates shall serve until the TPA has been notified in writing of a new designation by the Governing Board Member or until their earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

## **2.2 Officers**

- A. Officers - The officers of the TPA shall consist of a Chair, a Vice Chair, and three at-large Representatives of the Governing Board. Together, the officers shall be referred to as the Executive Committee. Not more than two of the officers may be County Commissioners.



- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year or earlier if desired by the TPA Governing Board. The newly elected officers shall take office on the first day of the following calendar year or earlier if desired by the TPA Governing Board. Additional elections may be held as necessary if an officer cannot carry out said officer's duties and complete the remainder of the appointed term.
- C. Officer Criteria - The Chair must have served on the TPA Governing Board as a Representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the TPA Governing Board.
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- E. Duties of the Chair - The Chair shall call and preside at TPA Governing Board meetings, set the order of business for each meeting, and sign official documents for the TPA. The Chair shall additionally approve the disbursement of funds for official business travel undertaken by TPA Governing Board members and other appointed officials, advisory committee members, interns, and other authorized officials, provided the travel was authorized in advance and the requestor sought advanced registration discount rates, the most economical and efficient means to/from the travel occasion and reasonably priced lodging accommodations. 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 Representatives present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected from the remaining Representatives, including the at-large members of the Executive Committee, for the remainder of the term.

- F. Duties of the Executive Committee – The Executive Committee shall:
  - 1. Meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board;
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  - 4. ~~Meet as necessary to~~ participate in TPA procurement selection committees as requested by the Executive Director;
  - 5. Meet annually to ~~review the TPA Executive Director's performance, or as necessary,~~ to facilitate the process of hiring a new Executive Director, ~~including but not limited to refining the job profile, evaluating candidates, recommending a candidate, negotiating an employment agreement for Board consideration, and recommending an interim director for Board consideration;~~ and

6. Undertake other tasks as may be assigned by the Governing Board.

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- A. Technical Advisory Committee (TAC) - The TAC is comprised of representatives of local governments, airports, seaports, public transit agencies, the school superintendent or designee, and other entities as deemed appropriate by the TPA Board pursuant to Section 339.175(6)(d), F.S.
- B. Citizen's Advisory Committee (CAC) - The CAC is responsible for providing the TPA Governing Board with a "citizen's eye" view of ongoing transportation issues in Palm Beach County. Members are appointed by the TPA Governing Board according to required special designations in accordance with Section 339.175(e.)1., F.S. and other categories as identified by the TPA Governing Board.
- C. Vision Zero Advisory Committee (VZAC) – The VZAC is comprised of county and municipal planners, law enforcement and fire rescues services, school district, health department, active

transportation advocacy groups, or other entity as deemed appropriate by the TPA Governing Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety.

From time to time, an advisory committee or the Executive Director may form an ad hoc committee for the purpose of investigating specific subject areas of interest. Ad hoc committees shall report to the advisory committee(s) on their activities at the next available meeting.

## **2.6 Transportation Disadvantaged Local Coordinating Board (LCB)**

The TPA Governing Board is the Designated Official Planning Agency (DOPA) for the Palm Beach County Transportation Disadvantaged (CTD) program, as designated by the Florida Commission for the Transportation Disadvantaged. In accordance with Section 427.0157, F.S., all members of the LCB shall be appointed by the DOPA. Membership and conduct are established by separate by-laws adopted by the LCB.

The LCB is an advisory body to the CTD and identifies local service needs and provides information, advice, and direction to the Palm Beach County Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System.

# **Section 3. Technical Advisory Committee (TAC)**

## **3.1 Role and Function**

Pursuant to Section 339.175(6)(d), F.S., the TAC provides technical review, comments, and recommendations regarding items to be considered by the TPA Governing Board, including transportation plans, programs, studies, and other appropriate documents and regional transportation issues. The TAC addresses other matters and concerns when directed by the TPA Governing Board. It shall be the function of the TAC to provide technical review and make recommendations to the TPA Governing Board regarding:

- Long Range Transportation Plans (LRTP) goals, objectives, performance measures, targets and desired and cost feasible projects and programs;
- Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Objective Scoring system used to rank project applications submitted for funding through the annual Local Initiatives (LI) Program and State Road Modifications Program (SRM);
- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Proposed TPA policy or position statements.

## TPA RESOLUTION 2022-21

**A RESOLUTION OF THE PALM BEACH  
TRANSPORTATION PLANNING AGENCY (TPA)  
APPROVING AND ADOPTING THE REVISED PALM  
BEACH TPA FINANCIAL POLICIES ATTACHED AS  
EXHIBIT "A".**

**WHEREAS**, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, the TPA adopted the Palm Beach TPA Financial Policies via Resolution No. 2022-08, in order to ensure the TPA's financial practices and internal controls are consistent and compliant with federal and state statutes; and

**WHEREAS**, the Florida Department of Transportation (FDOT) established the methodology to record the Executive Director's timesheets and expenses in Technical Memorandum 19-05; and

**WHEREAS**, during the October 20<sup>th</sup>, 2022, TPA Governing Board meeting, direction was given to have the TPA Board Chair approve the Executive Director's timesheets and expenses; and

**WHEREAS**, the TPA Governing Board now elects to designate the TPA Governing Board Chair or Vice Chair to review and approve timesheets and/or travel reimbursements in advance of payment.

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:**

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

**SECTION 2.** The TPA Governing Board hereby:

1. Approves the revised Palm Beach TPA Financial Policies incorporated herein and attached hereto as Exhibit A and incorporated herein by this reference.
2. Approves the actions taken by the TPA Governing Board Chair in approving the Executive Director's timesheets for the period of October 8 through December 2, 2022.

**SECTION 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 15th day of December 2022.

PALM BEACH METROPOLITAN PLANNING  
ORGANIZATION, d/b/a PALM BEACH  
TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Mayor Chelsea Reed,  
as its Chair

ATTEST:

\_\_\_\_\_  
Amanda Williams, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Paul R. Gougelman, TPA General Counsel

## Time and Effort Reporting

All TPA staff members shall complete a timesheet that accurately details their daily efforts including time worked by task and any unpaid leave. The staff member shall account for 100% of scheduled work hours within a pay period, including both paid and unpaid hours regardless of standard workday duration.

TPA staff shall date and sign their timesheets and submit their timesheets to their respective supervisors for approval. Erroneous or rejected timesheets shall be returned to the staff member for prompt correction or revision and resubmission.

Timesheets shall be approved prior to payroll execution. ~~The Executive Director's timesheets shall be collected and approved by the TPA Governing Board at the next Governing Board Meeting following the submission of a timesheet.~~

## Time and Effort Reporting

All TPA staff members shall complete a timesheet that accurately details their daily efforts including time worked by task and any unpaid leave. The staff member shall account for 100% of scheduled work hours within a pay period, including both paid and unpaid hours regardless of standard workday duration.

TPA staff shall date and sign their timesheets and submit their timesheets to their respective supervisors for approval. Erroneous or rejected timesheets shall be returned to the staff member for prompt correction or revision and resubmission.

Timesheets shall be approved prior to payroll execution. The Executive Director's timesheets shall be reviewed and approved by the TPA Governing Board Chair or Vice-Chair in advance of payment.



# Technical Memorandum 19-05

## Office of Policy Planning



FROM: Office of Policy Planning

DATE: July 22, 2019

SUBJECT: Review of MPO Executive Directors' timesheets and expenses

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The purpose of this Technical Memorandum is to explain why the MPO Executive Director's timesheets and expense reimbursement invoices need to be reviewed by someone other than the Director's direct subordinate.

In accordance with 2 CFR 200.331(d)(2), the Department has a responsibility to monitor MPOs' compliance with federal regulations and ensure the adequate or effective control over and accountability for the expenditure of federal funds. In accordance with 2 CFR 200.430 Compensation—personal services, paragraph (i) Standards for Documentation of Personnel Expenses:

- (1) Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
  - (i) Be supported by a system of internal control<sup>1</sup> which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
  - (ii) Be incorporated into the official records of the non-federal entity.

FDOT's Office of Inspector General (OIG) conducted audits of two MPOs in 2018 and observed the policy of requiring a direct subordinate to approve the Executive Director's timesheets. This method represents a potential conflict of interest and a risk of insufficient control.

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<sup>1</sup> Additionally, 2 CFR 200.303 states: The non-federal entity must...establish and maintain effective internal control over the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, are based on the COSO Framework. Section 10.3 – Design of Appropriate Types of Control Activities of the Standards states:

*Segregation of Duties.* Management divides or segregates key duties and responsibilities among different people to reduce the risk of error, misuse, or fraud. This includes separating the responsibilities for authorizing transactions, processing and recording them, reviewing the transactions, and handling any related assets so that no one individual controls all key aspects of a transaction or event.

To implement a more meaningful and adequate control, at a minimum each MPO must establish a procedure for the periodic retroactive review of the MPO Executive Director's timesheets and expense reimbursements (including travel). These reviews must be done by the MPO Board or MPO Executive Committee quarterly (at a minimum) in order to ensure the proper oversight of these expenditures. This review can be done at regularly scheduled Board or Executive Committee meetings without causing excessive administrative burden. However, those MPOs who wish to incur the added administrative burden of having a Board member review and approve timesheets or travel reimbursements in advance of payment (in lieu of retroactive Board review) will not be prohibited from doing so.

## PALM BEACH TPA AGREEMENT NO. 2022-06

**BETWEEN  
PALM BEACH MPO DBA THE PALM BEACH TRANSPORTATION PLANNING AGENCY  
AND KIMLEY-HORN & ASSOCIATES INC. (CONTRACTOR) FOR  
SERVICES**

This Agreement is made as of this 15<sup>th</sup> day of December, 2022, by and between the Palm Beach MPO, doing business as 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” or “MPO”) located at 301 Datura Street, West Palm Beach, FL 33401 and Kimley-Horn & Associates Inc., a North Carolina Corporation authorized to do business in the State of Florida and whose principal place of business is located at 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 (hereinafter referred to as the “CONTRACTOR”).

### **WITNESSETH**

**WHEREAS**, the TPA defined the Scope of Services as set forth in Exhibit A attached hereto and incorporated herein (“Services” or “Work”), and in accordance with the TPA Procurement Policy, the TPA issued RFP 2022-05 for *Consultant Services required for the preparation of: 2050 Long Range Transportation Plan for Palm Beach County* issued October 5th, 2022: and

**WHEREAS**, the TPA selected CONTRACTOR from the respondents to RFP 2022-05 for *Consultant Services required for the preparation of: 2050 Long Range Transportation Plan for Palm Beach County*; and

**WHEREAS**, the Contractor agrees to provide the Services and the TPA agrees to pay the Contractor for the services upon completion.

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

### **Section 1. Incorporation of Facts; Definitions**

A. The facts of statements set forth above, in the preamble and recitals (“WHEREAS” clause) to this Agreement, are true and correct and incorporated into and made part of the Agreement by reference.

B. The following terms as used in this Agreement as defined as follows, unless the context affirmative indicates to the contrary:

1. “Agreement” means this instrument, as amended from time to time, and all Exhibits.
2. “Deliverable” means a product or a completed task of the Services to be provided pursuant to this Agreement.
3. “FDOT” means the Florida Department of Transportation.
4. “FHWA” means the U.S. Federal Highway Administration.
5. “FTA” means the U.S. Federal Transit Administration.
6. “U.S. DOT” means the U.S. Department of Transportation, or any of its agencies such as FHWA or FTA, among others.

7. "PTG Agreement" means Public Transportation Grant Agreement.
8. "MPO Agreement" means Metropolitan Planning Organization Agreement.
9. "CFR" means Code of Federal Regulations
10. TPA Fiscal year is July 1 through June 30.

Section 2. **Representatives.** TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and CONTRACTORS's representative during the performance of this Agreement is Stewart Robinson, who shall serve as the primary contact. Either party to this Agreement may unilaterally change its representative during the term of this Agreement by giving notice to the other party. A change in the designation of CONTRACTOR's representative shall not affect CONTRACTOR's responsibility for the provision of the Services under this Agreement.

Section 3. **Term.** This Agreement shall take effect on January 1<sup>st</sup>, 2023 and shall remain in full force and effect for a period of twenty-four (24) months, expiring December 31<sup>st</sup>, 2024. Two (2) additional twelve (12) month renewal options(s) may be exercised at the TPA's sole discretion. If the TPA elects to exercise the option(s), the TPA will notify the Contractor in writing 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 4. **Services.**

- A. The TPA hereby engages the CONTRACTOR to render the Services set forth in Exhibit "A", attached hereto and incorporated herein. The Services are governed by this Agreement and may only be changed by written instrument signed by both parties.
- B. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, Executive Orders, ordinances, and regulations relevant to the Services identified under this Agreement. If any provision of this Agreement requires the CONTRACTOR to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, CONTRACTOR will immediately notify the TPA in writing of the appropriate changes and modifications that are necessary to proceed with the Services in compliance with the law.
- C. This Section 4. shall survive the termination of this Agreement.

#### Section 5. **Payments.**

A. The TPA agrees to pay CONTRACTOR a maximum amount under this agreement of \$ 750,000.00 dollars in United States currency for the Services, including all out-of-pocket or reimbursable expenses. *If the TPA exercises the option(s) to extend the agreement, the maximum amount increases by \$ 300,000.00 dollars for each year extended. The TPA anticipates that funds will be allocated and distributed for each year of the Agreement as follows:*

TPA CY 2023	\$400,000.00
TPA CY 2024	\$350,000.00
TPA CY 2025*	\$300,000.00
TPA CY 2026*	\$300,000.00

*\* If TPA elects at its sole discretion to extend the agreement.*

- B. The CONTRACTOR will bill the TPA on a monthly basis for deliverables that have been completed and approved by the TPA. The CONTRACTOR's charges for all work provided under any Work Order issued by the TPA shall not exceed the hourly rates set forth in the Hourly Rate Schedule attached as Exhibit "B" (containing the final loaded rate for billing purposes for the CONTRACTOR staff classifications that will perform services under this Agreement), which Exhibit "B" of hereby incorporated into this Agreement and made a part hereof. The parties agree that any modification to the indirect cost percentage used to derive the final loaded rates shall be for good cause established by the CONTRACTOR and accepted by the TPA's Executive Director. Loaded hourly rates for services to be performed by personnel not directly employed by the CONTRACTOR shall be established within the Work Order for an individual task. Each billing shall not exceed the amount established by the parties for the work or task(s) performed. The total cost of the performance of all of the tasks described in the Scope, as further refined in the Work Orders issued, inclusive of all out-of-pocket or reimbursable expenses, shall be equal to or less than the not to exceed contract amount set forth above.
- C. Invoices received from the CONTRACTOR will be reviewed and approved by the TPA's representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the TPA Chief Financial Officer ("CFO") for payment. Each invoice shall be accompanied by the corresponding deliverables previously approved by the TPA's representative so that the TPA and any other governmental agency with oversight over expenditures made pursuant to this Agreement may perform proper pre and post-audits of the bills and determine that services have been rendered towards the completion of the Work in conformity with the requirements of this Agreement, the UPWP, 23 CFR 450.314 and Section 339.175, Florida Statutes ("F.S.") Invoices shall cite the contract number and shall contain an original signature of an authorized CONTRACTOR official. Invoices will normally be paid within thirty (30) days following the TPA's representative approval. Payments will be remitted to the CONTRACTOR at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONTRACTOR to the TPA.
- D. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, Florida Statutes, as amended by this Agreement. In compliance with 49 CFR Section 26.29, the CONTRACTOR as a prime contractor agrees to pay its sub-contractors, if any, no later than 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONTRACTOR. Within not more than thirty (30) days after the subcontractor's work is satisfactorily completed, the CONTRACTOR shall make full and prompt payment to its sub-contractors of any retainage held by the CONTRACTOR for proper completion of the subcontractor's work. A subcontractor's work is "satisfactorily completed" when all the tasks called for in the subcontract have been accomplished according to the standards of the MPO and documented as required by the MPO. When the MPO has made an incremental acceptance of a portion of this Agreement involving the full and complete work of the subcontractor, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the MPO's prior written approval.
- E. In order for each party to close its books and records, the CONTRACTOR will clearly state "final invoice" on its last and final billing. This certifies that all deliverables have been properly completed, provided to, and approved by the TPA and all charges and costs have been invoiced to the TPA. Since this account will thereupon be closed, any and all other future charges, if not properly included on this final invoice, are waived by the CONTRACTOR. All invoices must be submitted within sixty (60) calendar days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment, unless this requirement is waived, in writing, by the TPA's Executive Director and the TPA can receive payment under its JPA with the FDOT.

**Section 6. Availability of Funds.** The TPA's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the U.S. DOT or an agency thereof, which funds are to be used for the purposes of this Agreement. In addition, the TPA shall not be obligated to perform or pay for any services provided or to be provided under this Agreement, including reimbursement of costs and expenses if:

- A. The FDOT has not approved this Agreement;
- B. FDOT determines that any of the services provided or to be provided, including reimbursement of costs or expenses are not "eligible project costs" for which the TPA may be reimbursed;
- C. FDOT shall not approve any requisition or invoice submitted by the TPA to FDOT for reimbursement; or
- D. FDOT shall terminate or cancel its JPA with the TPA or fail to fully fund its obligations thereunder. The TPA's failure to receive funds or the revocation of funding shall constitute a basis for the TPA's termination of this Agreement for convenience.

**Section 7. Reports and Ownership of Documents.** All written information associated with this Agreement shall be considered a Public Record open to public inspection subject to the provisions of Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, papers, letters, drawings, maps, books, tapes, photographs, films, characteristics, sketches, programs, data-base reports, data processing software, material, websites/web pages, and other data developed under or arising from this Agreement, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, whether public or private but acting on behalf of the CONTRACTOR or the TPA ("Public Record" or "Public Records"), shall be the shared property of the TPA, CONTRACTOR, and any agencies that have provided funding but may be reused by the TPA and the CONTRACTOR.

- A. The CONTRACTOR shall deliver to the TPA's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TPA under this Agreement.
- B. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the TPA or at its expense will be kept confidential by CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the TPA's prior written consent unless required by a lawful court order.
- C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
- D. The CONTRACTOR acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The CONTRACTOR further agrees that the TPA may unilaterally terminate this Agreement (and such termination will be for cause) if the CONTRACTOR refuses to produce or to allow public access to any Public Records or does not produce or allow access within a reasonable period of time after a request for Public Records has been received. The CONTRACTOR agrees that it shall not initiate or take any action against the TPA, if the TPA terminates this Agreement because of the CONTRACTOR's failure to comply with Florida's Public Records Law. Notwithstanding the foregoing, refusal of the CONTRACTOR to allow public access to such Public Records shall not constitute ground(s)

for unilateral cancellation of this Agreement by the TPA, if pursuant to direction of the TPA, the CONTRACTOR withholds access to said Public Record, because it is confidential or exempt from disclosure status pursuant to federal or Florida law. Further, if a request for a Public Record is made to the CONTRACTOR, upon the furnishing of that Public Record to the requestor, the TPA shall be promptly notified and furnished, at no cost, with a similar copy of the Public Record.

E. To the extent required by law, documents prepared pursuant to this Agreement are subject to Florida's Public Record Law. The CONTRACTOR agrees to keep and maintain Public Records in the CONTRACTOR's possession or control in connection with their performance under this Agreement. The CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, F.S. The CONTRACTOR shall ensure that Public Records that are confidential or exempt, as provided by Florida or federal law, from Public Records disclosure requirements are not disclosed, except as authorized by law and as approved by the TPA, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TPA.

F. Upon request from the TPA's custodian of Public Records, the CONTRACTOR shall provide the TPA with a copy at no cost to the TPA of the requested records. Unless otherwise provided by law, copies of any and all Public Records are and shall remain the property of the TPA.

G. All Public Records held by the CONTRACTOR must be retained for a period of five (5) years or such later date as may be provided by Florida's governmental Public Records retention schedules, whichever date shall be later in time.

H. Upon completion of this Agreement or in the event of termination by either party, at the request of the TPA copies of any and all Public Records relating to the Agreement in the possession of the CONTRACTOR related to this Agreement shall be delivered by the CONTRACTOR to the TPA, at no cost to the TPA, within forty-five (45) days (unless the TPA advises the CONTRACTOR that it already has copies of those Public Records). Unless the TPA advises the CONTRACTOR that it already has copies of those Public Records, copies of all such records stored electronically by the CONTRACTOR shall be delivered to the TPA in a format that is compatible with the TPA's information technology systems. Once the Public Records have been delivered upon completion or termination of this Agreement, the CONTRACTOR may destroy any and all duplicate Public Records that are exempt or confidential and exempt, as defined by Florida or Federal law, from Public Records disclosure requirements, pursuant to law.

**IF THE CONTRACTOR OR THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TPA Records Custodian  
561.725.0800  
info@PalmBeachTPA.org  
Palm Beach TPA, 301 Datura Street, West Palm Beach, Florida 33401**

The name and address of the custodian of Public Records may be unilaterally changed from time to time by the TPA by affording to the CONTRACTOR notice as provided in Section 36. of this Agreement.

I. This Section 8. shall survive the termination of this Agreement.

**Section 8. Access and Audits.**

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, the CONTRACTOR shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The CONTRACTOR shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the TPA's Contract Representative.

B. The CONTRACTOR shall comply and cooperate with any audit, monitoring procedures, accounting process or other processes deemed appropriate by the TPA or FDOT, including but not limited to site visits and limited scope audits. FDOT, the State of Florida Chief Financial Officer, Comptroller or Auditor General, the USDOT, Federal Transit Administration ("FTA") or their authorized employees and representatives, and any agency thereof, shall have access to and the CONTRACTOR shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection, audit or reproduction during normal business hours at the TPA's or the CONTRACTOR's place of business.

**Section 9. Preparation of Documents, Certifications and Reports.** Should the TPA be required by FDOT or an agency of the Federal or State government, including but not limited to the USDOT, or any agency thereof, to provide any certifications, documents or reports related to or produce as a result of this Agreement, the CONTRACTOR will cooperate and assist the TPA with the preparation of such at no cost to the TPA or any agency of the Federal or State government.

**Section 10. No Agency Relationship.** Nothing contained in this Agreement or in any contract of the CONTRACTOR's shall create an agency relationship between the TPA and the CONTRACTOR. Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or of its officers, employees, servants, or agents. In addition, nothing contained herein shall be construed as a waiver of sovereign immunity by either party or a waiver of the liability limits set forth in Section 768.28, F.S.

**Section 11. FDOT Funded Project.**

A. This Agreement is funded in whole or in part with funds received from FDOT by the TPA. The expenditure of such funds is subject to the terms and conditions of any agreement between the TPA and the FDOT providing funding for this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with TPA requests which would cause the TPA to be in violation of any term or condition of its JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the TPA. The CONTRACTOR will immediately remedy any deficiency or violation found by the TPA upon notice of such from the TPA, or alternatively, and in addition to any other right to terminate this Agreement, the CONTRACTOR may terminate this Agreement by providing written notice to the TPA. In the event of termination, the CONTRACTOR will be paid by the TPA for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the TPA's obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The TPA's obligation to pay the CONTRACTOR is contingent upon the TPA's receipt of funds from the FDOT for the purposes of this Agreement.

B. If any provision of this Agreement requires the CONTRACTOR to violate any federal, state or local law or regulation, the CONTRACTOR will at once notify the TPA in writing of the appropriate changes and modifications that are necessary to enable it to go forward with the Work in compliance with law.



**Section 12. Termination.** This Agreement may be terminated by the CONTRACTOR for cause upon thirty (30) days written notice to the TPA's representative. It may also be terminated by the TPA, in whole or in part, for cause, immediately upon written notice to the CONTRACTOR, and without cause and for the convenience of the TPA upon five (5) days written notice to the CONTRACTOR. Notwithstanding the forgoing or anything in this Agreement to the contrary, termination by the TPA shall not become effective until written notice of termination has actually been received by the CONTRACTOR at its address set forth in this Agreement or other address designated in writing by the CONTRACTOR in a notice to the TPA. The CONTRACTOR shall not be entitled to any anticipated lost profits on uncompleted Work or other damages because of the TPA's termination of this Agreement for convenience. The CONTRACTOR shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the CONTRACTOR is in default, the TPA shall have a right of set off against the amount that would otherwise be payable to the CONTRACTOR to compensate the TPA for any actual damages suffered because of the CONTRACTOR default(s). After receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONTRACTOR has obtained the TPA's agreement that such must be completed.
- C. Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.
- D. Transfer all Work in process, completed Work, and other materials related to the terminated Work to the TPA.
- E. Continue and complete all parts of the Work that have not been terminated and prepare all necessary reports and documents required under the terms of this Agreement, up to the date of termination, as requested by the TPA's Contract Representative.

**Section 13. Indemnification.** The CONTRACTOR affirms and warrants to the TPA, that it as a "design professional," as defined by Section 725.08, Florida Statutes, and pursuant to that statute shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. This indemnification shall prevail over and supersede any insurance coverage of the CONTRACTOR and any design professional.

**Section 14. Claims/Damages.** The CONTRACTOR agrees that neither the TPA nor FDOT shall be subject to any obligations or liabilities to any third-party contractor, subcontractor or any other entity pertaining to any matter resulting from this Agreement.

**Section 15. Insurance.** It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

- A. Required Insurance Coverages. Without waiving the right to Sovereign Immunity as provided by Section 768.28, F.S., and as a minimum, the CONTRACTOR and the TPA agree that the limits of insurance coverage which the CONTRACTOR is to procure and maintain through the term of this Agreement, on behalf of itself, will procure and maintain (or cause to be procured and maintained by any CONTRACTOR sub-contractor) the following coverages:

1. Commercial General Liability. During the term of this Agreement, the CONTRACTOR, on its behalf, shall maintain Commercial General Liability Insurance. Coverage shall include, as a minimum: (i) Premises Operations, (ii) Personal Injury Liability, (iii) Property Damage, (iv) Expanded Definition of Property Damage, (v) Products and Completed Operations, and (vi) Incidental Contractual Liability in both the primary and any umbrella policy coverage. The minimum limits acceptable shall be not less than \$1,000,000 Combined Single Limit for bodily injury or death of one or more persons, or property damage in aggregate, and naming the TPA as an "additional insured". The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy. No primary policy shall have a deductible of not more than \$10,000 without the written approval of the TPA, and the excess/umbrella policy shall provide insurance for any loss or damage over the maximum limits of the primary policy.

2. Workers' Compensation and Employers Liability. The CONTRACTOR shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the CONTRACTOR must obtain Employers' Liability Insurance with limits of not less than: (i) \$500,000 Bodily Injury by Accident, and (ii) \$500,000 Bodily Injury by Disease, each employee adjusted periodically as may be required by law from time to time. The Workers' Compensation insurance shall extend to all employees of the CONTRACTOR and, if required by law, shall also extend to volunteers of the CONTRACTOR.

3. Business Automobile Liability. During the term of this Agreement, the CONTRACTOR shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the CONTRACTOR in connection with its operations under this Agreement. The minimum limits acceptable shall be \$1,000,000 Combined Single Limit ("CSL"). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Business Automobile Liability policy.

4. The CONTRACTOR reserves the right to self-insure for the coverage limits set forth above.

B. Evidence of Insurance. Prior to the CONTRACTOR receiving its Notice to Proceed from the TPA, satisfactory evidence of the required insurance shall be provided to the TPA. Satisfactory evidence shall be either: (i) a copy of the declaration page certified by the insurer to the TPA designating the TPA as an "additional insured" as appropriate; or (ii) an insurance company certified copy of the actual insurance policy. The TPA, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by this Agreement. The CONTRACTOR, in the manner provided in this Agreement for giving notice, shall forward to the TPA any of the instruments required hereunder within thirty (30) days of request by the TPA or, on not less than a yearly basis, not later than the effective date of any policy or policy renewal. If the CONTRACTOR does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the TPA or on not less than a yearly basis, or if the CONTRACTOR fails to at all or any times to maintain adequate insurance as required herein, the TPA may, but shall not be obligated to obtain insurance to satisfy this Section 16. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the Palm Beach TPA", as the named "additional insured." The CONTRACTOR's failure to provide evidence of coverage prior to the time the CONTRACTOR is to commence performance shall be grounds for the TPA's cancellation or termination of this Agreement. If the CONTRACTOR elects to self-insure during the term of this Agreement, it shall

provide evidence thereof in a form deemed satisfactory to TPA and have received TPA's approval in writing thereof prior to terminating the CONTRACTOR's insurance coverage.

C. When obtaining new insurance, the CONTRACTOR shall obtain evidence of insurance as set forth in Section 15.B. containing a statement that unequivocally provides that not less than thirty (30) days written notice to TPA will be given prior to cancellation or non-renewal of coverage thereunder. In the event the CONTRACTOR is unable to provide the proper evidence of insurance as provided in Section 16.B. above that satisfy the notice requirements of this paragraph, the TPA's Executive Director may, on a case by case basis and for good cause shown (e.g., the CONTRACTOR is unable to furnish proper evidence of insurance that complies in all respects with the notice requirements after diligently attempting to obtain such evidence), waive or vary these notice requirements, but the TPA Executive Director shall not be obligated to waive or vary these requirements.

D. All insurance must be acceptable to and approved by TPA as to form, types of coverage, and acceptability of the insurers providing coverage.

E. General Insurance Provisions.

1. Prior to issuance of a Notice To Proceed by the TPA and prior to any construction or other Work as part of this Agreement, and at all times during the term of this Agreement, the CONTRACTOR at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 16. In addition, the CONTRACTOR shall ensure that their subcontractors, and any other contractors in privity with the CONTRACTOR shall maintain the insurance coverages set forth below. Any attorneys' or paralegals' fees shall be in addition to the coverage or limits set forth herein.

2. All insurance to be obtained will name the TPA, as its respective interests may appear, and will require the insurer to give written notice of any cancellation or change to be sent to the CONTRACTOR and the TPA at least forty-five (45) days prior to cancellation, termination, or material change.

3. Unless otherwise approved by the TPA, in its sole discretion, all insurance shall be Occurrence Form, to the extent that such form of insurance is available on commercially reasonable terms, policies of insurance, shall not have a deductible of more than \$10,000 unless approved in writing by the TPA Contract Representative, shall be with an insurance company licensed by the State of Florida Insurance Commissioner, or said Commissioner's successor, to issue the policy presented, issued by a company having an A.M. Best's Rating Guide financial strength rating of A or better and a financial size category of VII or better. In the event that A.M. Best's Rating Guide is discontinued, the TPA and the CONTRACTOR shall amend this Agreement to provide a successor rating service and ratings, which in the TPA's reasonable judgment are similar to what is required by this Agreement. "Claims made" insurance shall not be acceptable insurance under this Agreement.

4. The CONTRACTOR, and its general contractor, any other contractors in privity with either the CONTRACTOR shall be solely responsible for all deductibles and retentions contained in their respective policies.

5. The TPA will be included as an "Additional Insured" on the Commercial General Liability, any Umbrella Liability, and Builders' Risk policies. The CONTRACTOR's insurance policies will be primary over any and all insurance available to the TPA, whether purchased or not, and must be non-contributory.

6. The terms and conditions of all policies may not be less restrictive than those contained

in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office ("ISO") or the National Council on Compensation Insurance ("NCCI"). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the CONTRACTOR will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.

7. The CONTRACTOR will ensure that each insurance policy obtained by it or by any sub-contractor on the Work provides that the insurance company waives all right of recovery by way of subrogation against the TPA in connection with any damage covered by any policy.

F. Premiums and renewals. The CONTRACTOR shall pay as the same become due all premiums for the insurance required by this section 15., shall renew or replace each such policy and deliver to the TPA evidence of the payment of the full premium thereof prior to the expiration date of such policy.

G. Adequacy of Insurance Coverage.

1. The adequacy of the insurance coverage required by this section 16. may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

2. The CONTRACTOR has the right to contest the request for a change in insurance but must be commercially reasonable.

H. TPA right to procure insurance. If the CONTRACTOR or its sub-contractor refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the TPA, at its option, may but shall not be obligated to, procure or renew such insurance. Regardless of whether the TPA decides to obtain insurance, that shall not excuse the CONTRACTOR's responsibility for any loss, damages, or injury. In that event, all commercially reasonable amounts of money paid therefor by the TPA shall be treated as a right to suspend any payments under this Agreement to the CONTRACTOR, until the CONTRACTOR pays any insurance premiums due or paid for by the TPA. Such amounts shall be paid by the CONTRACTOR to the TPA within twenty (20) calendar days of written notice thereof.

I. Waiver of Subrogation. A full waiver of subrogation shall be obtained from all insurance carriers. The CONTRACTOR shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the TPA in connection with any damage covered by any policy.

Section 16. **Personnel.** The CONTRACTOR warrants that all professional services shall be performed by skilled and competent personnel to the degree of ordinary care and skill of design professionals in the field.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the TPA nor shall they be considered as joint employees or volunteers of the TPA.

B. All the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.

**Section 17. Public Entity Crimes.** In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

**Section 18. Discriminatory Vendor List.** The CONTRACTOR hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

**Section 19. Criminal History Records Check.** The CONTRACTOR shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if the CONTRACTOR's employees or subcontractors are required under this Agreement to enter a critical CONTRACTOR facility as identified in Palm Beach County Resolution No. R-2003-1274. CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although the TPA agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

**Section 20. E-Verify.**

A. The TPA has agreements with FDOT which require the TPA to agree and assure the FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of CONTRACTOR's employees and the employees of the CONTRACTOR's subcontractors, performing Work pursuant to this Agreement. In addition, Florida law will effective January 1, 2021, require that the E-verify system be used by the CONTRACTOR. See s. 448.095, F.S. Accordingly, the CONTRACTOR agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONTRACTOR shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the TPA and FDOT on forms and in the manner required by the TPA.

B. The CONTRACTOR acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay CONTRACTOR for the services it provides under this Agreement. The CONTRACTOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The CONTRACTOR affirms to the TPA that it will not employ unauthorized aliens or take any other act which may cause the TPA to be in violation of any term or condition of any agreement between the TPA and the FDOT.

**Section 21. Title VI – Nondiscrimination Policy Statement.**

The Palm Beach Transportation Planning Agency (TPA) values diversity and both welcomes and actively seeks input from all interested parties, regardless of cultural identity, background or income level. Moreover, the TPA does not tolerate discrimination in any of its programs, services or activities. The TPA will not exclude participation in, deny the benefits of, or discriminate against anyone on the grounds of race, color, national origin, sex, age, disability, religion, income, or family status. Additionally, the TPA extends these same assurances to any protected class as recognized by any of the local governments within its service area. The TPA will actively work to ensure inclusion of everyone in our

community so that our programs, services and activities represent the diversity we enjoy.

The purpose of the TPA Title VI program is to establish and implement procedures that comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990 (ADA), as well as other related federal and state statutes and regulations. These procedures have been adopted to conform to Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) regulations, as well to Florida Department of Transportation (FDOT) guidelines.

During the performance of this Agreement, the CONTRACTOR agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5, of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the CONTRACTOR, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

D. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the FDOT, FHWA, FTA, Federal Aviation Administration (FAA), and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the FDOT, FHWA, FTA, FAA, and/or the Federal Motor Carrier Safety Administration as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the FDOT shall impose such contract sanctions as it or the FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR until the CONTRACTOR complies; and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (A) through (E) of this section in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the FDOT, FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

G. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

H. Accessibility: The CONTRACTOR will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where CONTRACTOR work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et. seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

I. The CONTRACTOR shall report all grievances or complaints pertaining to its actions and obligations under this Article to the TPA.

J. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21. The Uniform Relocation Assistance and Real Estate Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal Aid highway Act of 1973 (23 U.S.C. §324 *et seq.*) (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 *et seq.*), as amended; (prohibit discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on age, creed, color, national origin, or sex); The Civil rights Restoration Act of 1987 (P.L. 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, be expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R., parts 37 and 38; The Federal Aviation Administration’s Non-discrimination status (49 U.S.C. §47123)(prohibits discrimination of the basis race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and effects on minority and low-income populations); Executive Order

13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

K. Required Activities for Compliance. Pursuant to Section 9 of the U.S. DOT Order 1050.2A, the TPA assures the Florida Department of Transportation (FDOT) 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 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity. The TPA and the CONTRACTOR further assure FDOT that they will undertake the following with respect to programs and activities:

- 1.Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient'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 through the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English;
- 3.Insertion of the clauses set forth in Section 21. A.- E. and J. of this Agreement;
- 4.Development a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded 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 USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days; and
7. Have a process to collect racial and ethnic data on persons impacted by your agency'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 TPA's signatory is authorized to sign this assurance on behalf of the Recipient.

## Section 22. **Conflict of Interest.**

A. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

B. The CONTRACTOR shall promptly notify the TPA's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or the quality of services being provided hereunder. Such written notification shall identify the



prospective business association, interest, or circumstance, the nature of work that the CONTRACTOR may undertake and advise the TPA as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the CONTRACTOR. The TPA may notify the CONTRACTOR of its opinion as to whether a conflict exists under the circumstances identified by the CONTRACTOR. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict of interest by the CONTRACTOR, then the CONTRACTOR shall immediately act to resolve or remedy the conflict. If the CONTRACTOR shall fail to do so, the TPA may terminate this Agreement for cause.

C. The CONTRACTOR shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to as "Project," "Scope," or "Scope of Services") or any property included or planned to be included in the Work, with any officer, director or employee of the TPA or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

E. The CONTRACTOR shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the TPA by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the TPA.

F. The CONTRACTOR agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the TPA during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 23. Independent Contractor Relationship.** The CONTRACTOR is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the TPA. All persons engaged in any of the Work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONTRACTOR relationship and the relationship of its employees to the TPA shall be that of an Independent Contractor and not as employees or agents of the TPA. The CONTRACTOR does not have the power or authority to bind the TPA in any promise, agreement, or representation.

**Section 24. Assignment.** Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the CONTRACTOR without the prior written consent of the TPA, which consent may be withheld or refused for any reason or no reason. The parties agree that additional consideration incorporated into the payment schedule of this Agreement has been made for this provision.

**Section 25. Contingent Fees.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to

solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 26. Members of Congress.** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

A. The CONTRACTOR agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the TPA, to any person for influencing or attempting to influence any 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, 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. This certification is a material representation of fact upon which reliance is 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 and not more than \$100,000 for each such failure.

B. If any funds other than federal appropriated funds have been paid to the CONTRACTOR 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 Work, the CONTRACTOR shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the TPA in any other manner the TPA may allow.

C. The CONTRACTOR shall include the two (2) above-stated clauses modified to show the contractual relationship, in all subcontracts it enters into related to the Work.

D. The CONTRACTOR may not expend any funds received under this Agreement for lobbying the Florida Legislature or any agency of the State.

**Section 27. Application of Federal Requirements.** This Agreement is funded, in part, by funds made available by the FTA. Additional terms and conditions are set forth in Exhibit "C" attached hereto and made applicable to the CONTRACTOR and a part of this Agreement by this reference. The CONTRACTOR shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein.

**Section 28. Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held 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 in equity 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. No person or entity other than the CONTRACTOR or the TPA shall have any rights in this Agreement or any remedy against either the CONTRACTOR or the TPA for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the CONTRACTOR to the TPA hereunder.

**Section 29. Enforcement Costs.** Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the

respective parties.

Section 30. **No Waiver.** No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 31. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 32. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 33. **Severability.** 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 Agreement.

Section 34. **Entirety of Agreement and Modifications.** The TPA and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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.

Section 35. **Survivability.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

Section 36. **Notice.** Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms:

- A. By certified U.S. Mail, return receipt requested, postage prepaid, and addressed to the party to receive such notice, invoice, or communication, as set forth below; or
- B. By nationally recognized overnight courier service (e.g., FedEx, UPS, etc.) prepaid and addressed to the party to receive such notice, invoice, or communication, as set forth below; or
- C. By hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to the TPA: Executive Director

Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, FL 33401

If to the CONTRACTOR: Kimley-Horn and Associates Inc.

Stewart Robertson  
1920 Wekiva Way Ste 200  
West Palm Beach, FL 33411

The foregoing individuals shall also be known in this Agreement as the agency's "Contract Representative."

D. A notice or communication, under this Agreement, from one party to another party shall be sufficiently given or delivered if dispatched to the party's individual listed in Section 36.C. by hand delivery, or by nationally recognized overnight courier (*i.e.* – Federal Express, United Parcel Services, *etc.*) providing receipts, or by U.S. certified mail, postage prepaid, return receipt requested.

E. Notices; Addresses; Time. Either party may unilaterally change its addressee or address, by giving written notice thereof to the other party pursuant to this Section 36., but the change is not effective until the change notice is actually received by the other party.

F. Notice given by certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient.

G. Relay of Official Notices and Communications. If the CONTRACTOR or the TPA receives any notice from a governmental body or governmental officer that pertains to this Agreement or performance pursuant hereto, or receives any notice of litigation or threatened litigation affecting any of the aforementioned subjects, then the receiving party shall promptly send it (or a copy of it) to the other party to this Agreement.

**Section 37. No Intended Third-Party Beneficiaries.** The parties acknowledge that this Agreement is not intended to be a third-party beneficiary contract, either express or implied, and confers no rights on anyone other than the TPA and the CONTRACTOR.

**Section 38. Disadvantaged Business Enterprises (DBE) and Prompt Payment.**

A. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, the CONTRACTOR will not discriminate on the basis of race, color, national origin, or sex in the performance of any U.S. DOT - assisted contract or the requirements of 49 CFR Part 26. The CONTRACTOR shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The TPA's DBE Program, as required by 49 CFR Part 26 and approved by DOT is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and the failure to carry out its terms shall be treated as a violation of this Agreement.

It the policy of the TPA that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO/TPA contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help removed barriers 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 TPA, the CONTRACTOR, and the TPA's other contractors, shall take all necessary and reasonable steps to ensure disadvantaged businesses have an opportunity to compete for and

perform the contract work of the TPA, in a non-discriminatory environment.

The TPA requires that the CONTRACTOR, and the TPA's other contractors, shall not discriminate on the basis of race, color, national origin, and sex, in the award and performance of this contract. The 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.

B. Subcontracting Required Statement. Under 49 CFR 26.13(b), each subcontractor agreement signed by the CONTRACTOR must include the following assurance:

"The CONTRACTOR, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the TPA deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying CONTRACTOR from future contracts as non-responsible.

C. The CONTRACTOR shall include the statements set forth in paragraphs A. and B. above in each subcontract or sub-consultant contract it lets.

D. Race Neutral Achievement. In accordance with 49 CFR Part 26.21, and the FDOT DBE Program Plan, DBE participation on FHWA-assisted contracts must be achieved through race-neutral methods. The TPA is required to implement the FDOT DBE Program on any contracts with FHWA funds. FDOT operates a 100% race and gender-neutral DBE program. This means that FDOT's current overall goal of 10.65% may be achieved without the use of contract DBE goals.

1. The TPA will not require use of DBEs by the CONTRACTOR as a matter of contract, nor will it seek sanctions for failing to use DBEs.
2. The TPA will not use bidder DBE commitments to evaluate bidder proposals or to select the winning CONTRACTOR.
3. The TPA will not employ local or regional preferences in the evaluation or award of the contract.
4. The TPA is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women's programs will not be used in award, evaluation or delivery of the contract.

E. Eligible DBE Participants. For the purpose of this Agreement, the TPA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or

2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or a TPA whose DBE certification process has received FTA approval; or

3. Certified by another TPA approved by the FDOT.

F. Availability of Supportive Services. The TPA and FDOT are committed to sustainability and growth of DBEs and other small businesses. The TPA urges the selected CONTRACTOR to make considered efforts to identify and use these firms. For assistance with locating DBEs, the CONTRACTOR may access the Florida DBE Directory. Further assistance may be obtained by contacting FDOT DBE supportive services provider at <https://www.fdotdbesupportservices.com/>, 866-378-6653. Supportive services are offered free of charge to DBEs and contractors/consultants.

G. DBE Reporting Requirements.

1. All bidders must provide Bidders Opportunity List information in the FDOT Equal Opportunity Compliance (EOC) System. Instructions for doing so are located on the FDOT website at [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/content/equalopportunity/eoc-help/bidders-opportunity-list/report-bidders-list.pdf?sfvrsn=dde4e3b5\\_0](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/content/equalopportunity/eoc-help/bidders-opportunity-list/report-bidders-list.pdf?sfvrsn=dde4e3b5_0)

2. The selected CONTRACTOR must use the FDOT EOC system to report the use (or lack thereof) of DBEs. The CONTRACTOR must enter both its DBE commitments and subcontractor list in EOC. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.

3. The selected CONTRACTOR must access FDOT at least every thirty (30) days to update commitments and enter EOC payments. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.

The TPA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

H. The CONTRACTOR will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by TPA. The CONTRACTOR shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The CONTRACTOR must obtain the TPA's representative's prior approval to substitute a DBE. The CONTRACTOR shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the CONTRACTOR fails or refuses to comply in the time specified, the TPA may issue an order stopping all or part of the work and payments therefor until satisfactory action has been undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the TPA under the circumstances.

I. The CONTRACTOR shall provide the TPA with a copy of the CONTRACTOR's contract with any subcontractor and any other related documentation requested by TPA's representative.

J. The CONTRACTOR agrees to maintain in Palm Beach County, Florida or such other location in Florida approved by the TPA's representative, all relevant records, documents of payments

and information necessary to document payments to DBEs for at least five (5) years following the termination of this Agreement. In the event litigation is commenced involving or relating to a DBE, the CONTRACTOR agrees to maintain such records until the conclusion of all litigation and the expiration of any appeal periods. All such records and information shall be immediately made available for reproduction, examination or inspection upon the request of TPA's representative or any authorized representative of FDOT or the U.S. DOT or any agency thereof. The CONTRACTOR agrees to require all of its DBE subcontractors to comply with the same records and information maintenance and availability requirements that it is subject to in this Agreement.

K. Prior to receiving any progress payment due under this Agreement, the CONTRACTOR shall certify that it has disbursed to all subcontractors and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the CONTRACTOR in its performance of the Work, their pro-rata share(s) of the payment received by the CONTRACTOR from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The CONTRACTOR shall return all retainage payments withheld by the CONTRACTOR within thirty (30) days after each subcontractor's work has been satisfactorily completed. The CONTRACTOR shall not be entitled to any progress payment before certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of such good cause, acceptable to the TPA, to both the TPA and the affected subcontractors and suppliers.

L. Within thirty (30) days of the CONTRACTOR's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the CONTRACTOR shall pay all subcontractors and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the CONTRACTOR in its performance of the Work, their pro-rata share(s) of the payment(s), unless the CONTRACTOR demonstrates good cause, acceptable to the TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected subcontractors and suppliers within said thirty (30) day period.

M. Cooperation with TPA Oversight: The TPA is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the CONTRACTOR contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected CONTRACTOR (or the CONTRACTOR itself, if a DBE), and by reviewing payments and retainage to ensure subcontractors are paid promptly as defined in Section 5 D. The selected contractor will cooperate fully with TPA oversight efforts, as well as those instituted by FDOT and/or FHWA.

N. The provisions of this section shall be construed in conformity with any requirement of state or federal law. In the event of any conflict, state or federal law will control the resolution of the conflict.

O. Sanctions for Noncompliance: The selected contractor is responsible for compliance with this section, both for itself and its subcontractor, if any. Failure to comply with any provision of this section is a material breach of contract and could result in sanctions taken by the MPO or the primary recipient, FDOT, including but not limited to termination of the contract; withholding progress or final payments; assessing liquidated damages; disqualifying the CONTRACTOR from future work; or referral of noncompliance determination(s) to the FDOT or USDOT Offices of Inspector General, if appropriate.

P. The provisions of this section shall be construed in conformity with any requirement of state or federal law. In the event of any conflict, state or federal law will control the resolution of the conflict.

**Section 39. Truth in Negotiations Certificate.** Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the TPA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. TPA shall exercise its rights under this section within three (3) years following final payment.

**Section 40. Federal and State Taxes.** The TPA is exempt from payment of the Florida State Sales and Use Taxes. The TPA may sign or have cause to have signed an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the CONTRACTOR authorized to use the TPA's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Agreement.

**Section 41. Successor and Assigns.** The CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other

**Section 42. Excusable Delays.** The CONTRACTOR shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the CONTRACTOR and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the TPA shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without its fault or negligence, a Work Order's Timeline or Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the TPA's rights to change, terminate, or stop any or all of the Work at any time.

**Section 43. Arrears** The CONTRACTOR shall not pledge the TPA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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**IN WITNESS WHEREOF**, the Palm Beach Transportation Planning Agency and the CONTRACTOR have hereunto set their hands to this Agreement on this 15th day of December, 2022.

Kimley-Horn and Associates Inc.

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mayor Chelsea Reed, TPA Governing Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST FOR TPA:

ATTEST FOR Kimley-Horn and Associates:

\_\_\_\_\_

Amanda Williams, TPA Agency Clerk

\_\_\_\_\_

Print Name: \_\_\_\_\_

APPROVED AS TO TERMS AND CONDITIONS

\_\_\_\_\_

Valerie Neilson, TPA Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_

Paul R. Gougelman, Esq., TPA General Counsel

## **Exhibit A**

### **SCOPE OF SERVICES**

## **PALM BEACH TRANSPORTATION PLANNING AGENCY 2050 Long Range Transportation Plan (LRTP) Update**

The Palm Beach Transportation Planning Agency (TPA) is updating its Long Range Transportation Plan (LRTP). The purpose of the LRTP is to map out the next 25 years of federal, state, and local transportation system investments in Palm Beach County. The LRTP will include goals, objectives and performance measures that lead to the development of a safe, efficient, connected, and multimodal transportation system.

Since the adoption of the 2045 LRTP in December 2019 there have been significant strides in transportation technological advances as well as a continuing shift toward the recognition that a thriving multimodal transportation network with transportation options is critical to the continued growth and economic prosperity of Palm Beach County. The LRTP update will be a twenty-five (25) year plan using 2050 as the horizon year. The update will be closely coordinated with the update of the Southeast Florida Transportation Council's (SEFTC) 2050 Regional Transportation Plan (RTP).

The TPA's LRTP will be updated in accordance with relevant Title 23 USC Section 134(i), Title 49 USC Section 5303(i), and Title 23 CFR Part 450.322 and state requirements, including the most recently published [FHWA/FTA Planning Emphasis Areas](#). The LRTP must be adopted by the TPA Governing Board no later than September 2024.

This Scope of Services specifies the tasks that may be issued, in part or whole, to the CONSULTANT to support MPO staff in the development of the 2050 LRTP. During contract negotiations, additional tasks and work elements may be added or deleted at the discretion of the LRTP Project Manager (PM). The PM must approve initiation of work tasks, which may be one or more task identified in the Scope of Service in writing before the CONSULTANT may perform work. Reports, plans, maps, and other work products resulting from development of the LRTP will be reviewed by TPA staff, the Governing Board and its official committees.

The Palm Beach TPA will assign a Project Manager (PM) to manage the CONSULTANT and LRTP project. The overall update process and policy decisions will be guided by the TPA Board and its subcommittees. The Palm Beach Technical Advisory Committee (TAC) will serve as the Steering Committee for development of the 2050 LRTP. The Palm Beach TPA will coordinate development of the LRTP with the adjacent MPO/TPOs of Martin, Broward, and Miami-Dade, as well as the 2050 Regional Transportation Plan (RTP).

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## 1. Project Management

The CONSULTANT will be responsible for overall project management necessary to ensure the satisfactory completion of the 2050 LRTP, according to the established schedule and budget. The CONSULTANT will be expected to ensure the CONSULTANT's team is properly managed, adequate resources are available, submittals are of high quality and submitted on time, and Disadvantaged Business Enterprise (DBE) firm(s) are utilized for maximum benefit and paid in a timely fashion.

### 1.1 SCHEDULING

The CONSULTANT will develop and maintain a detailed schedule, in the form of a gantt chart and timeline, through the life of the contract. This schedule will include 2050 LRTP tasks, sub-tasks, external tasks that feed into and/or affect the project or schedule (i.e., the Florida Department of Transportation's (FDOT) revenue projections and Southeast Regional Planning Model (SERPM) and Southeast Florida Transportation Council's (SEFTC) Regional Transportation Plan (RTP)), identification of responsible agency or person, key partner agency meetings, deadlines, Governing Board and advisory committee meetings, and other details helpful to the management of the LRTP. The CONSULTANT will create an initial "base" project schedule to which all subsequent project schedules will be compared to assist in project management and identification of "critical path" tasks and associated responsible party. This schedule will be updated monthly with an accurate schedule.

The CONSULTANT is expected to use the project schedule as an important management tool to identify schedule issues, critical dates, early start items, provide feedback on impacts of proposed schedule changes or late delivery of key deliverables or inputs, and convey project status and issues to the LRTP Project Manager (PM) and the TPA's Technical Advisory Committee (TAC).

Deliverable 1.1.1: Detailed project schedule gantt chart and timeline

### 1.2 COORDINATION

The CONSULTANT will ensure coordination of the 2050 LRTP with SEFTC's RTP development efforts to ensure consistency. The CONSULTANT will identify gaps and complementary tasks in the various planning activities to avoid duplication of efforts, maximize use of existing resources, share results, coordinate activities, and minimize schedule conflicts. The CONSULTANT will also identify potential scope or schedule conflicts, develop suggested solutions, and present these to the LRTP PM for resolution and clarification.

The CONSULTANT will develop and maintain, through the life of the contract, a detailed list of meetings including topic, dates, and agencies. Meetings not attended by the CONSULTANT will be included by TPA staff on the same form. The CONSULTANT will create minutes for all meetings they attend. These minutes will include topics, generalized discussion points, main takeaways, and action items.

The CONSULTANT will coordinate monthly project team meetings and provide monthly progress reports. These reports should include an updated schedule, task progression, expected progress for the upcoming month, and outstanding items for TPA staff.

The Technical Advisory Committee (TAC) will serve as the 2050 LRTP Steering Committee and will be tasked with providing guidance and assistance throughout the duration of the contract. Key decisions on all aspects of the plan will be shared by the CONSULTANT with the TAC and the Governing Board at regularly scheduled meetings and when possible, reach consensus before proceeding. The CONSULTANT will also provide interim and progress presentations as requested to

the TAC, Citizen's Advisory Committee (CAC), Vision Zero Advisory Committee (VZAC) and Governing Board.

Deliverable 1.2.1: Detailed list of meetings and outreach

Deliverable 1.2.2: Meeting minutes

Deliverable 1.2.3: Monthly progress reports

### **1.3 DATA COORDINATION**

The CONSULTANT will utilize a file sharing system that allows for TPA staff and CONSULTANT editing. Mapping and GIS data will also be available via file sharing. The CONSULTANT will provide metadata using the TPA's standards for all public-facing GIS files.

The CONSULTANT will create a standardized map template to be used in all Technical Reports. This template will include standardized map features including date, orientation, scale, title, index, legend, sources, etc. Maps used in the final document or executive summary will utilize unique maps that fit the overall design of the document.

Deliverable 1.3.1: File sharing system

Deliverable 1.3.2: Standardized mapping template

## **2. Compile and Summarize Data and Documents**

The CONSULTANT will compile, review, and summarize all legislation, data, plans, and documents pertaining to the Palm Beach transportation system and existing and forecasted travel activities within Palm Beach County and the Southeast Florida Region. Existing population, employment and transportation network data will be provided by the TPA.

### **2.1 LEGISLATION AND PLANNING DOCUMENTS**

The TPA staff will compile federal, state, regional, and local documents that are necessary to support the development of the 2050 LRTP. The CONSULTANT will review the documents including, but not limited to, local Comprehensive Plans, neighboring MPOs' LRTPs, Southeast Florida Transportation Council (SEFTC) Plans, enacted federal and state transportation legislation, Federal Highway Administration's (FHWA) and Federal Transit Administration's (FTA) 2021 Planning Emphasis Areas, the Florida Transportation Plan (FTP), Strategic Intermodal System (SIS) Plans, the FDOT Source Book, airport master plans, seaport master plans, inland port/intermodal logistic center studies, SFRTA and Palm Tran Transit Development Plans, CFX 2045 Master Plan, local and statewide freight and goods movement studies, transit development plans, congestion management plans, Integrated Corridor Management Study, the TPA's 561 Plan, other resiliency reports and action plans, and transportation system management plans, local bicycle and pedestrian plans, and redevelopment plans that include transportation recommendations.

The CONSULTANT will create a technical report focusing on the new transportation law and federal and state planning requirements. The CONSULTANT will ensure the recently enacted Infrastructure Investment and Jobs Act (IIJA) is incorporated into the technical report and the final LRTP as federally required. The technical report will also include summaries of additional documents that are vital for inclusion in the 2050 LRTP Planning Process and provide consistency with local plans.

Deliverable 2.1.1: Technical report of legislation and policy documents

## **2.2 DATA COLLECTION AND SOURCE REPOSITORY**

The CONSULTANT will compile all data necessary for the analysis and development of the 2050 LRTP, including but not limited to: TPA created household, employment, and school data at the MAZ/TAZ (Traffic Analysis Zone/Micro Analysis Zone) level; bicycle, pedestrian and trailway facilities; transit routes and stop infrastructure; original-destination data; mode choice data; transportation network company (TNC) data (Uber, Lyft, etc.); roadway characteristics; roadway designations; freight data; climate; environmental; community health statistics; other census socioeconomic data; housing and transportation affordability; parcel and land use data.

Deliverable 2.2.1: GIS and other data files

## **2.3 EXISTING CONDITIONS AND AREA PROFILE**

The CONSULTANT will create a technical report and interactive public participation tool (see Task 3.3) that summarizes the existing transportation infrastructure, designated facilities, current and future growth, trip patterns; development patterns, environmental, socioeconomic data – especially focusing on equity, for Palm Beach County that is relevant to transportation planning. The existing conditions and area profile will clearly and concisely provide an overview of the information the public and stakeholders should know about transportation planning, the citizens and users of the transportation system, and overall development of Palm Beach County.

Deliverable 2.3.1: Technical Report: Existing Conditions and Area Profile

Deliverable 2.3.2: Area Profile on Interactive Tool

# **3. Engage the Public**

The CONSULTANT will support a public involvement program to ensure the public is aware of, actively participates in, and engages to the maximum extent possible in all phases of the 2050 LRTP effort. This effort will be led by TPA staff and supplemented by the CONSULTANT. An Environmental Justice and Title VI review will be conducted to ensure compliance with all federal and state laws.

Many innovative strategies have been employed to engage the public in transportation planning efforts. The combination of activities often depends upon the specialization of firm, innovative trends, the nature of the community and the available resources to support the effort. The CONSULTANT will use innovative outreach approaches that have been successful in engaging stakeholders and the public in non-traditional ways. A successful plan will incorporate activities that are wide-ranging, with elements that complement each other.

## **3.1 COMMUNICATION PLAN**

The CONSULTANT will develop a Communication Plan for the 2050 Long Range Transportation Plan that aligns with the TPA's federally required Public Participation Plan (PPP). The Communication Plan will outline the process by which the public will be engaged throughout the development of the LRTP update, from inception to completion. The Communication Plan will include the technology and branding process as provided in the other subsections of the Engage the Public section.

The Communication Plan will include the process for the publication of the proposed 2050 LRTP in

draft form, which makes it readily available for public review and comment. The CONSULTANT will ensure the Communication Plan provides a process for reasonable access to all interested parties regarding the technical and policy information used in the preparation of the 2050 LRTP. Provisions will be included for advanced notice of public involvement activities and time for public review and comment before key decisions are made. As part of the public outreach process, the CONSULTANT will work with TPA staff to ensure all documents are placed on the LRTP website. The Communication Plan will consider active support and involvement of TPA staff to accomplish a thorough outreach program.

The Communication Plan will also focus on engaging underrepresented populations and neighborhoods to implement public health and equity goals of the plan. To achieve this goal of reaching as many citizens as possible, “low-tech” points of input will be crucial to the public involvement process. While some will find digital forms of communication more convenient, some populations may not have access or ability to leverage these engagement methods. The CONSULTANT will be expected to develop a “low-tech” outreach plan which can utilize kiosks, signs, town halls, etc.

Regardless of the combination of traditional and innovative outreach methods, the CONSULTANT will ensure the plan has components designed to expand the outreach and involvement potential of this process, particularly towards efforts that will engage minorities, low-income communities, and other groups often underrepresented in the transportation planning process.

After the creation of the Communication Plan, the CONSULTANT will continue to track the outreach efforts and provide a technical report on the success of the Communication Plan. The tracking will include key metrics, including the total number of events held, number of participants reached, number of responses, etc.

Deliverable 3.1.1: Communication Plan

Deliverable 3.1.2: Communication and Outreach Technical Report

## **3.2 COMMUNITY MEETINGS AND STAKEHOLDER COORDINATION**

TPA staff will hold up to thirty (30) meetings with the appropriate homeowner's association (HOA) groups, chambers, the School Board, municipal councils, County Commission, etc. and participate in other outreach events as necessary to solicit input regarding vision and community values during the 2050 LRTP process. The CONSULTANT will develop the list of organization contacts for outreach.

The 2050 LRTP PM will also host up to twenty (20) in-person or virtual staff meetings with infrastructure owners and other major partners (FDOT, Palm Beach County (PBC) Traffic and Planning Divisions, local municipalities, Palm Tran, South Florida Regional Transportation Authority (SFRTA)/Tri-Rail, Florida East Coast Railway (FEC), Brightline) to give frequent updates and receive feedback. TPA staff will conduct individual outreach to municipalities regarding input into the LRTP process and submittal of local projects. The CONSULTANT will be responsible for preparing materials for all meetings.

It is a requirement of federal regulations that the TPA “consult, as appropriate, with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of the transportation plan. The consultation shall involve, as appropriate: (1) Comparison of transportation plans with State conservation plans or maps, if available; or (2) Comparison of transportation plans to inventories of natural or historic resources, if available.” [23 CFR 450.324 (f)(11)(g)].

The CONSULTANT will prepare virtual and in-person workshops during the 2050 LRTP update.



These workshops must be held with the public, technical staff, and elected officials to solicit input regarding visioning, potential transportation improvements, all proposed projects, and to establish the evaluation criteria and the Goals, Objectives, and Measures (GOMs). The CONSULTANT will prepare the necessary material, exhibits, presentations, advertising, and handouts for the workshops. The CONSULTANT will arrange to take minutes and record verbal and documented comments from the public, staff, and elected officials. The CONSULTANT will include a copy of these detailed records in the final 2050 LRTP.

The summary of the meetings and working is provided below:

- Kick-off Meeting – TPA staff plus lead CONSULTANT (1 meeting at TPA Governing Board)
- Community meetings/workshops in different parts of the county (5 in-person meetings)
- Goals, Objectives, and Measures Workshops (1 in-person and 1 virtual)
- Needs Assessment Workshop (1 in-person and 1 virtual)
- Cost Feasible Plan Workshop (1 in-person and 1 virtual)
- Thirty (30) individual community meetings throughout the process (staff-hosted meetings in-person or virtual)
- Twenty (20) individual update meetings with infrastructure owners and major partners throughout the process (staff-hosted meetings in-person or virtual)

Deliverable 3.2.1: Meeting Materials

Deliverable 3.2.2: Meetings and workshops minutes

### **3.3 USE OF TECHNOLOGY (WEB PAGE, INTERACTIVE MAP-BASED INPUT TOOL, SOCIAL MEDIA)**

The TPA seeks to use new and innovative public involvement strategies to reach all citizens, especially traditionally underrepresented and disadvantaged populations. While the combination of involvement activities depends on several factors including specializations of firms, innovative trends, the nature of a community and available resources, the CONSULTANT will be expected to present a plan that incorporates a more innovative and wide-ranging list of involvement activities with elements that complement each other. In accordance with the PPP and Communication Plan, accessible ADA options and translated materials will be made available in other languages when possible, using the translation feature on digital platforms and when requested. Additional activities that may be considered in the Communication Plan shall include, but are not limited to:

- **Interactive map-based input tools** – The development of a map-based input tool designed to display statistics, projects, demographics, etc. The CONSULTANT will develop this tool for use throughout the process with the capabilities for TPA staff to make updates/edits.
- **Social media** – The utilization of most major social media outlets such as Facebook, Instagram, Twitter, YouTube, LinkedIn, etc. to connect with as many citizens as possible. The CONSULTANT will provide facts and information from the plan development to support social media outreach. TPA staff will produce content, short videos, pictures, and infographics for placement on various outlets.
- **LRTP webpage** – The setup of an LRTP webpage to be hosted within the TPA's website. This page will share relevant information about what the LRTP is and how to get involved. This site shall be regularly updated. All technical documents and data will be made available on the webpage. When needed, certain content can be linked to external sites such as for a survey



or mapping tool. The CONSULTANT will provide facts and information from the plan development to be posted on this page.

- **Virtual participation** – The utilization of virtual webinar, workshops, and meeting to engage the public.
- **Digital surveys** – The development of two (2) digital surveys, one at the beginning of the process and another as needed later in the process. These surveys should be hosted using an easy-to-use software. The surveys' questions and answer options should be broad/inclusive and accurately reflect tradeoffs of choices as to not to influence the outcome in support of any predetermined desired outcome.
- **Direct Mailings** – The development and distribution of two (2) mailings at key times in the LRTP process. A baseline mailing list will be provided by the TPA, but the CONSULTANT should build on the list to find additional addresses. The list will include county and municipal elected officials and transportation agencies, as well as organizations in Palm Beach County. The CONSULTANT will be responsible for the development of information, as well as procurement of the printing and mailing services.

Deliverable 3.3.1: Interactive public participation tools to gather feedback on the GOMs, Needs, and Cost Feasible Plan

Deliverable 3.3.2: Facts and information from the plan development for promotional use

Deliverable 3.3.3: Two (2) digital surveys

Deliverable 3.3.4: Two (2) direct mailings

### **3.4 BRANDING AND OUTREACH MATERIALS**

The CONSULTANT will develop the overall branding for the 2050 LRTP. This branding should be in line with the design guides already used in current TPA branding but does not have to be exclusively utilized. This branding effort will include the creation of naming and/or tagline, colors, standard graphics, etc. The branding developed will be summarized in a brief style guide so that designs developed by both TPA and CONSULTANT staff are harmonized.

TPA staff will utilize this branding to develop applicable outreach materials for the 2050 LRTP to be distributed/shown/displayed during the TPA's LRTP public outreach activities, which may be held in-person and/or virtually.

The CONSULTANT will design and develop a presentation template, utilizing PowerPoint that includes professionally made slides that provide an overview of the TPA and an LRTP. The slides will be utilized in outreach efforts and overviews for TPA presentations.

Deliverable 3.4.1: 2050 LRTP Branding and Style Guide

Deliverable 3.4.2: Powerpoint template with overview slides

Deliverable 3.4.3: Handout material design and prints

### **3.5 PUBLIC OPINION SURVEY**

The CONSULTANT will develop and administer a statistically-significant public opinion survey to be completed during the LRTP process to gain insight into the public's thoughts on transportation

options and desired goals of the 2050 LRTP. Questions will be developed by the CONSULTANT with input from Palm Beach TPA staff. The CONSULTANT will collaborate with neighboring MPOs, SEFTC, and Palm Beach County to provide value-add for the partners and to gain insight into similar questions asked of similar surveys. For example, Broward MPO completed a 2045 survey and is implementing a survey for their 2050 plan. The CONSULTANT will create a Technical Report that summarizes the process and results.

Deliverable 3.5.1: Public Opinion Survey Technical Report

## **4. Performance-Based Planning: Goals, Objectives, and Measures**

The Goals, Objectives, and Measures (GOMs), as adopted by the TPA Governing Board, will be used to guide the long range planning process and will provide a means for measuring success over time. Although the GOMs will be developed based on input provided through the committees and public involvement process, they are expected to focus attention on updated federal and state performance measures and planning factors. GOMS will be aligned with the TPA's vision of a "safe, efficient, and connected multimodal transportation system." The GOMs will recognize and address the changing transportation and development needs of Palm Beach County and will consider key areas of public transportation, freight, complete streets, connectivity, land use, environmental resiliency, equity, safety, health, and others as recommended by the CONSULTANT.

The GOMs developed from the 2045 LRTP will be evaluated and updated to correspond to TPA priorities, the 2050 RTP, and state and federal requirements. Targets will be developed for the interim years and horizon year 2050.

### **4.1 REVIEW AND UPDATE EXISTING GOALS, OBJECTIVES, PERFORMANCE MEASURES AND TARGETS**

The CONSULTANT will review the currently adopted 2045 LRTP GOMs, which begin on page 70. The 2045 LRTP can be found at [PalmBeachTPA.org/LRTP](https://PalmBeachTPA.org/LRTP). In this review, the CONSULTANT will identify the effectiveness of each measure and recommend replacement measures or new measures where necessary. Each measure will be easily measurable, trackable over time, and able to be analyzed for scenario planning. The CONSULTANT will detail how the measures can be projected into future years to establish feasible targets. Selected future year targets will be based on technical analysis. The measures should be able to be evaluated based on different investment outcomes and scenarios. The CONSULTANT will also provide a high-level summary of effective actions to achieve the targets.

These measures will address federal and state requirements and updated local priorities. The CONSULTANT will review state, regional, and locally adopted measures for potential inclusion in the GOMs. The GOMs will be reviewed and evaluated by local partners to ensure the measures align with their GOMs. For example, ridership and transit efficiency targets for fixed-route buses will be coordinated with Palm Tran. The GOMs and selected targets for the 2050 LRTP are required to be approved by the TPA Governing Board.

Deliverable 4.1.1: Updated Goals, Objectives, Measures, and Targets table

Deliverable 4.1.2: Technical Report: Summary of consistency with federal and state performance measures and planning factors; and Evaluation of measures for scenario planning, future year target setting, and effective actions to achieve targets.

## 5. Financial Resources

Federal regulations regarding the development of long-range transportation plans require that a financial plan that demonstrates how the adopted transportation plan can be implemented is provided and that the recommended project list be fiscally constrained. The intent of the Financial Resources for the 2050 LRTP is to provide a comprehensive understanding of all funds going towards transportation infrastructure in the county for the next twenty-five (25) years.

### 5.1 FINANCIAL RESOURCES AND ELIGIBILITY CRITERIA

The CONSULTANT will develop a technical report that will identify all federal, state, local, and private revenue sources that are used towards transportation. Federal and state funding sources will be identified at the program level from the FDOT Forecasting Guidebook. The CONSULTANT will work with TPA staff to ensure the funding sources are identified for each program and are broken down at the federal, state, and local level. The CONSULTANT will identify funding eligibility criteria for each source used in the plan. The report will also provide a summary of innovative funding and finance tools that other areas are utilizing for transportation investment (e.g., New Starts Transit Program (NSTP), tolls, taxing districts, additional local option tax, etc.). The innovative tools will also consider incentives to communities that achieve progress towards TPA goals as well as ways to better incentivize preferred development patterns. For example, ways to utilize existing revenue sources to improve housing affordability in desired locations.

Deliverable 5.1.1: Technical Report: Financial Resources and Eligibility Criteria

### 5.2 FORECAST ANNUAL REVENUES

The CONSULTANT will forecast annual revenues and the assumptions supporting the forecasts for each funding source for every fiscal year (FY) from 2024 to 2050. Funding will be displayed in the 2050 LRTP in the following FY bands: 2024-2030, 2031-2035, 2036-2040, and 2041-2050. Federal and state funding revenue projections will be provided by FDOT at the program level. The CONSULTANT will work with TPA staff to ensure the programs can be broken down to specific funding sources. The CONSULTANT will work with local partners to create local revenue sources projections. The forecast will include all local, state, federal, and local (if feasible) funding sources for all modes and for both capital and operations/maintenance. The CONSULTANT will create the revenue project tables and documentation and provide the data in an engaging and understandable way on the online interactive tool.

Deliverable 5.2.1: Tables of revenue projections and documentation

Deliverable 5.2.2: Summary of forecast on interactive tool

## 6. Multimodal Needs

The Long Range planning process is intended to be comprehensive in the identification of transportation needs through the County and region. The multimodal needs identification process for the LRTP will include collaboration between all local, county, state, and federal stakeholders. The

purpose is to understand all needs within the county over the next 25 years. The identification of multimodal needs will be for all modes and includes outreach to partner agencies for the collection of projects. The needs identification will factor in the results of the travel demand model and scenario planning.

## **6.1 LOCAL PROJECT SUBMITTALS**

The CONSULTANT will support TPA staff in collecting and mapping all identified local project needs, funded and unfunded, during the early phase of the LRTP development. The projects should be those identified in transportation plans, mobility plans, comprehensive plans, safety plans, or other plans that identify transportation projects. TPA staff will be responsible for conducting the outreach to agencies, scheduling one-on-one meetings, and developing a final database of project needs for the LRTP.

Deliverable 6.1.1: List of local projects

## **6.2 PEDESTRIAN**

The CONSULTANT will review and refine the Pedestrian Priority Network adopted in the 2045 LRTP and create feasible facility improvements for each Tier 1 location. The CONSULTANT will identify the intended facility type given the context of the facility, TPA Complete Streets Design Guidelines, and consideration of the TPA Vision Zero High Injury Network and 561 Transit Corridors. The facility type will also consider ways to improve comfort for pedestrians and limit traffic stress, with designs such as street trees, landscaping, and pedestrian amenities. The CONSULTANT will work with TPA staff and local partner agencies to further refine the network.

Deliverable 6.2.1: Refined Pedestrian Priority Network GIS feature class and project list

## **6.3 BICYCLE/MICROMOBILITY**

The CONSULTANT will review and refine the Bicycle Priority Network adopted in the 2045 LRTP and create feasible facility improvements, including micromobility (e.g. electric scooters, e-bike rentals, golf carts), for each Tier 1 location. The CONSULTANT will identify the intended facility type given the context of the facility, TPA Complete Streets Design Guidelines, and consideration of the TPA Vision Zero High Injury Network and 561 Transit Corridors. The refined network will also consider ways to improve bicycle comfort and limit traffic stress. The CONSULTANT will work with TPA staff and local partner agencies to further refine the network.

Deliverable 6.3.1: Refined Bicycle Priority Network GIS feature class and project list

## **6.4 TRANSIT & LOCAL CIRCULATORS**

The TPA is currently refining the transit corridors through other planning efforts in coordination with FDOT, PBC, Palm Tran, and municipalities. These are major investments that will define future mobility in Palm Beach County. The CONSULTANT will review the multimodal corridor studies, 561 concept, transit development and service plans to identify the transit improvements and integrate the projects into the same table format of other projects, GIS format, General Transit Feed Specification (GTFS) format, and STOPS Transit network format for use in travel demand modeling. The CONSULTANT will review and receive input for additional projects for SFRTA, Palm Tran, FDOT SIS, Amtrak, All Aboard Florida (Brightline) and other transit agencies. The transit improvements will include rail transit, fixed-route and on-demand rubber tire services, trolleys, and other local services operated by municipalities.

Deliverable 6.4.1: Transit Network GIS feature classes and project list

## **6.5 ROAD CAPACITY**

The CONSULTANT will evaluate the submitted local roadway capacity projects and FDOT Strategic Intermodal System (SIS) projects for feasibility and integrate the projects into the same table/database format as other project needs. The evaluation of roadway capacity projects will consider the Travel Demand Model results, TPA Complete Streets Design Guidelines, TPA Vision Zero High Injury Network, 561 Transit Corridors, multimodal improvements identified within tier 1 pedestrian and bicycle facilities, and adopted Performance Measures.

Deliverable 6.5.1: Roadway Capacity Network GIS feature class and project list

## **6.6 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**

Based on the findings from Task 2, Compile and Summarize Data and Documents, and in conjunction with Sub-Tasks 6.4 and 6.5, Transit & Local Circulators and Road Capacity, the CONSULTANT will recommend implementation Transportation Systems Management and Operations (TSM&O) and ITS strategies and maintenance resource needs. The CONSULTANT will coordinate with the appropriate agencies in accordance with Sub-Task 1.2, Coordination, including FDOT Traffic Operations, Palm Beach County Traffic Division, and other agencies to ensure compliance with the adopted ITS architecture and standards.

Deliverable 6.6.1: ITS Network GIS feature classes and project list

## **6.7 FREIGHT**

The roadway system, rail network, seaport, and airports, in addition to the regional industrial and commercial base have unique goods movement needs and capabilities that must be addressed in the 2050 LRTP. The goal of this task is to establish an understanding of goods movement needs and trends in the Palm Beach region and address these needs through specific recommendations in the 2050 LRTP.

The CONSULTANT shall work with freight partners, including the Port of Palm Beach, airports, and rail owners to identify potential improvement strategies to accommodate goods moving through the freight network that could include the recommendation of improved railroad crossings, wayfinding modifications/installation, truck route designations, mobility improvements, and access improvements to existing intermodal facilities and/or recommended new intermodal facilities.

Deliverable 6.7.1: Freight Network GIS feature classes and project list

## **6.8 ELECTRIC AND ALTERNATIVE FUEL INFRASTRUCTURE**

With the furthering desire to move away from fossil fuels and to more sustainable methods of transportation, the CONSULTANT will evaluate the need for Alternative Fuel Infrastructure in Palm Beach County. This will include identifying gaps in fueling stations using the federal guidance from the Fixing America's Surface Transportation (FAST) Act Designation of Alternative Fuels Corridor and other requirements created in the Infrastructure Investment and Jobs Act (IIJA). This will include current infrastructure that meets the Alternative Fuels Corridor criteria, location of gaps, and an action plan for the ideal locations for new infrastructure. This section will also include electric and alternative fuel infrastructure for public transit and other public transportation needs.

Deliverable 6.8.1: Alternative fuels infrastructure GIS feature classes and action plan

## **6.9 OPERATIONS AND MAINTENANCE (O&M) OF EXISTING INFRASTRUCTURE**

The O&M of existing infrastructure is typically left as a lump-sum funding item in an LRTP. The 2050 LRTP is intending to provide a more detailed breakdown of larger operations and maintenance projects until 2050. The purpose is to create transparency for major maintenance costs, such as bridges, and provide the opportunity for stakeholders to integrate additional scoping items in the project. It is also important to understand ongoing O&M costs related to the newly identified multimodal funding needs.

The CONSULTANT will collect and prioritize FDOT's and PBC bridge inventory to determine potential replacement timeframes and cost estimates. The CONSULTANT will also work with FDOT, PBC and local jurisdictions on the identification of roadway conditions to identify a timeline of needed improvements that align with the federal performance standards for bridge and pavement condition.

Deliverable 6.9.1: List of anticipated roadway, bridge, and other O&M needs and GIS feature classes where appropriate

## **6.10 EMERGING TECHNOLOGIES**

The landscape of transportation is ever evolving and adjusting to how people and goods move throughout our region, nation, and the world. The CONSULTANT shall evaluate the feasibility and need for new and emerging technologies. This will include a summary report that details realistic implementation of certain technologies and distinguish what technologies will be led by the private sector and the government's role in nurturing that development through infrastructure improvements.

Deliverable 6.10.1: Emerging Technologies Summary Report

# **7. Project Evaluation and Cost Estimates**

The CONSULTANT shall evaluate the multimodal needs and develop a consistent cost estimate process for all projects. Cost estimates submitted by outside agencies shall be reviewed to ensure assumptions are consistent across all agencies. The CONSULTANT shall also be screening projects for consistency with TPA goals, objectives, and performance measures, as well as local comprehensive plans and FDOT's Efficient Transportation Decision Making planning screens when necessary.

## **7.1 COST ESTIMATES FOR DESIRED PROJECTS**

The CONSULTANT will create, review, or refine cost estimates for all TPA identified projects in the needs assessment. This will include separate cost estimates for studies (when necessary), preliminary engineering (design), right of way, construction, O&M, and any additional capital costs. The CONSULTANT will also assist in the guidance for local municipalities that submit projects and cost estimates and will review the local projects and estimates for accuracy and consistency. The CONSULTANT will use guidance from FDOT on the development of cost estimate criteria.

Deliverable 7.1.1: Cost Estimates for Desired Projects and methodology assumptions

## **7.2 EFFICIENT TRANSPORTATION DECISION MAKING (ETDM) PLANNING SCREEN AND LOCAL COMPREHENSIVE PLAN CONSISTENCY**

The CONSULTANT will identify projects for the ETDM Planning Screen and will provide the



necessary project information. This information must be consistent with the ETDM Manual for project submission. TPA staff will review the results provided by the ETDM and provide an action plan to address concerns.

Deliverable 7.2.1: ETDM Project List

### 7.3 PROJECT EVALUATION, SCORING, AND TPA FORMAL APPROVAL

The CONSULTANT will develop evaluation and scoring criteria consistent with the GOMs established in Task 4 and with federal and state transportation requirements and planning factors, emphasizing equity and Justice40. Criteria may be both objective or subjective and quantitative or qualitative as appropriate. Criteria should be backed by known best practice and proven studies. The CONSULTANT will score projects based on the criteria.

The CONSULTANT will review the current TPA's funding programs of State Road Modifications, Local Initiatives, and Transportation Alternatives and recommend updated scoring criteria based on the developed evaluation criteria.

The CONSULTANT will assess projects for consistency with local comprehensive plans and potential funding eligibility for revenue sources identified in Task 5, Financial Resources.

The final list of projects from the needs assessment will be presented to the TPA Governing Board for approval. The projects may be funded with local funds or not have an identifiable funding source. The intent of the approval is to formalize TPA support for the list of projects, providing local consistency of transportation needs and providing future support for federal, state, and local funding opportunities as they arise.

Deliverable 7.3.1: Summary of methodology and scoring of projects

Deliverable 7.3.2: List of Desired Projects

## 8. Scenario Planning and Model Support

The CONSULTANT will evaluate three scenarios to determine if complimentary land use patterns and desired transportation projects will improve the TPA's performance measures and other desires of PBC (i.e., housing affordability, economic development, environmental improvements). The CONSULTANT will utilize both the Southeast Florida Regional Planning Model (SERPM) and the Federal Transit Administration's (FTA) Simplified Trips-on-Project Software (STOPS) Model.

Work is already being completed in a separate effort for the identification of projects and land use assumptions for the 561 transit network, including the use of STOPS. The LRTP CONSULTANT will use the identified transit service as the basis for the LRTP scenario planning. The LRTP scenarios focus on shifts in land use rather than shifts in service type.

The RTP CONSULTANT will be conducting a similar exercise for the regional network potentially including the following:

- **2020 Base** – Baseline conditions using the 2020 network.
- **2050 Existing + Committed** – 2050 travel patterns with 2020 network plus projects currently committed in the Transportation Improvement Program (TIP). This network run serves as the “do-nothing” scenario where the transportation network deficiencies are reviewed where no additional projects outside the TIP are added to improve the network.

- **2050 Regional Needs Assessment** – Based on the information submitted by the three (3) regional Metropolitan Planning Organizations (MPOs).
- **2050 ACES and Technology** – assumes the existing + committed transportation network but a percentage of vehicle miles traveled (VMT) as autonomous, connected, electric, and/or shared.
- **2050 Resiliency** – assumes the existing + committed transportation network but a certain level environmental impacts including but not limited to sea level rise, rising surface temperatures, storm surge, rising ground water levels and greenhouse emissions.
- **2050 Disruptions and Opportunities** – assumes the existing + committed transportation network but with an assumed level of freight movements, as well as, telehealth, telecommute, and other forms of virtual accessibility.
- **2050 Cost Feasible** – Based on the three MPO's LRTP Cost Feasible project information.

The CONSULTANT will coordinate closely on data and other assumptions related to the regional scenarios.

## 8.1 MODEL SUPPORT

The CONSULTANT will review the SERPM 9 travel demand model being developed and determine how the model can provide meaningful outputs for the analysis of the chosen LRTP scenarios, the TPA's performance measures, and for use by local PBC agencies. The CONSULTANT will create a technical report describing how the model will be utilized for the LRTP process and scenario planning and provide suggestions on improvements to the model that would benefit the TPAs LRTP planning process. The CONSULTANT will coordinate with the neighboring MPOs and the RTP CONSULTANT to avoid duplication of efforts and provide comments to the regional SERPM group on model corrections.

The CONSULTANT will assist the TPA staff in compiling the Existing + Committed (E+C) transit and highway networks and multimodal needs network that comes out of the multimodal needs. The CONSULTANT will review the model networks to ensure they are correct.

Deliverable 8.1.1: Technical Report of SERPM 9 model and STOPS for use in LRTP

Deliverable 8.1.2: List of transit and highway network projects needed for coding

## 8.2 2050 FUTURE COMPLEMENTARY LAND USE AND DEVELOPMENT SCENARIO

A key part of the 2050 LRTP is to provide linkage between land use and transportation infrastructures. The CONSULTANT will develop a scenario that shifts new growth into underutilized locations along existing and future high-capacity transit routes. The scenario will consider reasonable changes in land use policy to allow the growth along the routes. The CONSULTANT will work with the local jurisdictions when determining potential land use decisions. The CONSULTANT will use funded and select unfunded needs projects with multimodal supported land uses and compact development. The CONSULTANT will use the socioeconomic data developed under this scenario to test the proposed transportation improvements and growth impacts on investments, affordable housing, accessibility, and economic development potential. The CONSULTANT will provide a summary of the assumptions and results.



Deliverable 8.2.1: 2050 Complementary Land Use and Development Scenario files and assumptions

### **8.3 2050 EXISTING OPPORTUNITIES LAND USE AND DEVELOPMENT SCENARIO**

The purpose of this scenario is to find opportunities for complementary land use and development utilizing the existing land use policy. The CONSULTANT will work with the local jurisdictions when determining potential land use decisions. This scenario is similar to Sub-Task 8.2 but utilizes existing land use policy for the development capacity. The CONSULTANT will use funded and select unfunded needs projects with multimodal support land uses and compact development to develop a year 2050 scenario.

Deliverable 8.3.1: 2050 Existing Opportunities Scenario files and assumptions

### **8.4 2035 EXISTING OPPORTUNITIES LAND USE AND DEVELOPMENT SCENARIO**

This scenario is similar to Sub-Task 8.3 but uses an interim plan year of 2035 and utilizes existing land use policy for the development capacity. The CONSULTANT will work with the local jurisdictions when determining potential land use decisions. The CONSULTANT will use funded and select unfunded needs projects with multimodal supportive land uses and compact development to develop a 2035 interim year scenario. The 2035 year was chosen because it is the “Next Five” years outside the programmed TIP. These projects will make up the TIP during the next update of the LRTP in another five years.

Deliverable 8.4.1: 2035 Existing Opportunities Scenario files and assumptions

### **8.5 ADDITIONAL SCENARIO RUN**

The RTP scenarios provide an analysis of emerging technology, autonomous and connected vehicles, resiliency, and disruptions and opportunities. This sub-task may be necessary to incorporate an additional scenario into the LRTP to further refine results of the multiple scenarios presented. For example, the scenario may include a refinement of a disruptions scenario modeled in the RTP that includes increases in work-from-home trips with the inclusion with one of the above land use scenarios. The specific scenario, if necessary, will be determined during the LRTP.

Deliverable 8.5.2: 2050 Additional Scenario files and assumptions (if necessary)

### **8.6 SCENARIO RESULTS SUMMARY**

The CONSULTANT will summarize the results of the TPA scenarios and the regional scenarios, focusing on performance measures adopted from Task 4, Performance-Based Planning. The scenarios will also summarize impacts to vehicle miles travelled (VMT), mode splits, transit ridership, equity, housing affordability, job accessibility, and greenhouse gas emissions. The CONSULTANT shall also provide a summary of necessary land use policy changes and the strategies to move towards reaching the TPA’s GOMs and multimodal supportive land uses.

Deliverable 8.6.1: Technical Report of scenario results and summary of proposed land use changes and strategies

## **9. Cost Feasible Plan**

The CONSULTANT will work with the TAC to utilize all information collected in previous tasks including technical resources as well as public input to develop a transportation plan that can be implemented with the revenues forecasted throughout the 2050 planning horizon. The Cost Feasible Plan will separate projects into TPA Priorities, FDOT Priorities, and Local Priorities. O&M, including specific line items for major infrastructure repairs, will also be included. The remaining projects that do not exist in the Cost Feasible Plan will be prioritized in the unfunded needs list.

## **9.1 SUMMARY OF PREVIOUS LRTPS**

The CONSULTANT will use TPA compiled data to summarize the implementation of historic LRTP projects. The purpose of the summary is to understand how well the LRTP is accomplishing the projects adopted in previous Cost Feasible plans. The TPA will provide tables and GIS data on previous plans going back to the 2030 Plan.

Deliverable 9.1.1: Summary of previous LRTPs

## **9.2 DRAFT COST FEASIBLE MULTIMODAL LIST OF PROJECTS, PROGRAMS AND SERVICES**

The CONSULTANT will develop the draft list of cost feasible projects, programs, and services in time bands of FY 2024-2029 (adopted TIP), FY 2030-2035 (second 5 years), FY 2036-2050, and Unfunded Needs. The project list will be available for public and TPA advisory committees review in accordance with the Public Participation Plan.

Deliverable 9.2.1: Draft list of Cost Feasible projects

## **9.3 FINAL COST FEASIBLE MULTIMODAL LIST OF PROJECTS, PROGRAMS AND SERVICES**

The CONSULTANT will develop the final list of cost feasible projects. The list is required to be reviewed by TPA committees and approved by the TPA Governing Board. The list will be easily understandable and easy to track for status updates on implementation.

Deliverable 9.3.1: Final list of Cost Feasible projects

# **10. LRTP Evaluation and Implementation Plan**

The CONSULTANT will develop an analysis of how the Cost Feasible Plan achieves the targets identified for each of the GOMs. The CONSULTANT will develop a Strategic Funding Plan that will identify potential funding sources and policy modifications that would allow unfunded needs projects to be cost feasible. The intent of the Implementation Plan is to provide a resource for any reader to understand project status and how to get the project funded.

## **10.1 ATTAINMENT OF PERFORMANCE MEASURES**

The CONSULTANT shall summarize potential attainment of LRTP GOMs and targets if the Cost Feasible Plan is implemented.

Deliverable 10.1.1: Performance Measure Attainment Summary

## **10.2 IMPLEMENTATION STEPS FOR THE COST FEASIBLE AND UNFUNDED NEEDS**

The CONSULTANT will identify action steps necessary to implement the Cost Feasible Plan and

Unfunded Needs. The steps should include a breakdown of federal and state funding as well as the local match required to implement the projects. The implementation steps will also provide policy recommendations to local right-of-way owners to align their regulatory and design policies to align with the identified needs. The implementation steps should rely on the analysis created through the scenario planning process (land use and development) and financial resource technical documentation.

Deliverable 10.2.1: Implementation Steps for Cost Feasible and Unfunded Needs

### **10.3 IMPLEMENTATION OF LAW AND POLICY**

The CONSULTANT shall identify potential action steps to implement law, policy, and land use scenario changes identified as favorable to the achievement of the 2050 LRTP Goals, Objectives, and Measures.

Deliverable 10.3.1: Implementation Plan for Desires Projects

## **11. Document Creation and Planning Review**

The CONSULTANT will create a final document titled “2050 Long Range Transportation Plan”. The document shall include an Executive Summary, table of contents, main document, and appendices. The Executive Summary and main document will be easy to read and understandable by the public, of reasonable page length, and free of excess information that could reasonably be in the appendices. The document will include:

- Socioeconomic, development, and transportation trends
- Overview of federal and state planning factors required to be included
- Regional Transportation System and Regional Network Map
- Public Participation
- Goals, Objectives, Measures, and Targets
- Needs Plan and Scenarios with Summary of System Performance
- Financial Resources and Revenue
- Cost Feasible Plan
- Implementation Plan

### **11.1 DOCUMENT CREATION AND APPENDICES**

The CONSULTANT will use the style guide created in Sub-Task 3.4, Branding and Outreach Materials, to create the final document. The document should be consistent with the brand of the 2050 LRTP and does not need to explicitly follow the TPA’s own style guide. The final document should contain custom graphics and maps that stand out in comparison to those developed for the technical reports. The CONSULTANT will coordinate with the LRTP PM and the Public Relations department to get feedback on direction and overall formatting.

The CONSULTANT should expect multiple rounds of edits before a final version. The CONSULTANT will have the Executive Summary and main document professionally reviewed and translated into Spanish and other languages, as needed.

Deliverable 11.1.1: Draft Document in Microsoft Word

Deliverable 11.1.2: Final Document

Deliverable 11.1.2: Translated Final Document

## **11.2 LRTP PLANNING REVIEW**

The CONSULTANT will ensure the 2050 LRTP Planning Process and final document meets all federal and state requirements. The review will include all FHWA and FDOT LRTP expectation letters. The CONSULTANT will complete the FDOT provided LRTP checklist and address all comments provided by federal and state partners.

Deliverable 11.1.1: LRTP Checklist

Deliverable 11.1.2: Responses to federal and state comments

## **12. Additional Support**

The TPA may require additional computer modeling and alternative analyses following adoption of the 2050 LRTP. This additional work would be in support of LRTP modifications, comprehensive plan changes and special studies as identified by the TPA. Upon receiving a written Notice to Proceed, the CONSULTANT will provide the requested services for an agreed upon budget.

## Exhibit B

<b>Kimley-Horn and Associates, Inc. (Primary Consultant)</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$300.00
Project Manager	\$275.00
Senior Engineer	\$240.00
Senior Planner	\$230.00
Project Engineer	\$195.00
Project Planner	\$180.00
GIS Specialist	\$145.00
Senior Technical Support	\$140.00
Engineer	\$135.00
Planner	\$125.00
Project Coordinator	\$120.00
Engineering Intern	\$115.00
Analyst	\$110.00
Technical Support	\$105.00
Administrative/Clerical	\$75.00

<b>via planning, inc. (Sub)</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Senior Engineer	\$239.00
Project Engineer	\$185.00
Project Planner	\$139.00
Engineering Associate	\$131.00
Transportation Data Analyst	\$112.00
Engineering Intern	\$97.00

<b>Insight Transportation Consulting, Inc. (Sub)</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$95.00
Project Manager	\$65.00
Planner	\$48.00
Engineer	\$68.00

<b>Cornerstone Solutions Florida LLC (Sub)</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Principal/Strategic Consultant	\$250.00
Project Directors	\$160.00
Project Coordinators	\$95.00
Administrative	\$50.00
Compliance Manager	\$150.00

<b>Public Opinion Research (Sub)</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Interviewing	\$24.00
Quality Control Manager	\$17.00
Programming	\$45.00
Managerial	\$20.00
Processing	\$50.00
Planning and Instrument Development	\$100.00
Analysis	\$200.00
Administrative	\$75.00
Interpretation and Dissemination Materials	\$200.00

## Exhibit C

### FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

A. No Government Obligation to Third Parties. CONTRACTOR agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third-party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. CONTRACTOR agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

B. Program Fraud and False or Fraudulent Statements. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Agreement. Upon execution of this Agreement, CONTRACTOR certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the Agreement or the underlying FTA assisted project for which this Agreement or Work Order is being performed. In addition to other penalties that may apply, CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on it to the extent the Federal Government may deem appropriate. CONTRACTOR also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1), to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONTRACTOR shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be promulgated or amended from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. CONTRACTOR agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

D. Incorporation of Federal Transit Administration (FTA) Terms. This Agreement shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this Agreement and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Work as described in FTA Circular 4220.1F, and applicable federal law. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the TPA to be in violation of its JPA or any FTA terms and conditions applicable to this Project. CONTRACTOR agrees to include the above

stated provision in each subcontract financed in whole or in part with FTA assisted funding.

E. Civil Rights. The following requirements apply to this Agreement:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.

The TPA does not discriminate on the basis of race, color, national origin, sex, age, religion, disability and family status. Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), or those requiring language assistance (free of charge) should contact Melissa Murray at (561) 725-0813 or [Info@PalmBeachTPA.org](mailto:Info@PalmBeachTPA.org).

2. Equal Employment Opportunity:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

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.

In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as



amended, 42 USC §12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

F. Disadvantaged Business Enterprises (DBE). See Section 38 of the Agreement.

Q. Government-wide Debarment and Suspension. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and does so hereby certify. CONTRACTOR agrees to comply with and does hereby assure and certify the compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any agreement arising out of such offer, proposal or bid is in effect. CONTRACTOR further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

R. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

S. Clean Water. If this Agreement is valued at \$100,000 or more, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. CONTRACTOR agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

T. Energy Conservation. CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

U. Seat Belts. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONTRACTOR-owned, rented or personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every



sub-agreement it enters into related to this Agreement. Specifically, CONTRACTOR is encouraged to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders.

## TPA Board Representatives that have Completed the Requisite Training\*

TPA Member	Representative	Training Attended
City of Belle Glade	Mayor Steve Wilson	MPOAC Online Orientation for Elected Officials
City of Delray Beach	Mayor Shelly Petrolia	TPA Hosted MPOAC Institute Training
City of Greenacres	Mayor Joel Flores	MPOAC Weekend Institute Training
Palm Beach County	Commissioner Maria Marino	MPOAC Weekend Institute Training
City of Palm Beach Gardens	Mayor Chelsea Reed	MPOAC Weekend Institute Training MPOAC Online Orientation for Elected Officials
Village of Royal Palm Beach	Mayor Fred Pinto	MPOAC Weekend Institute Training
Village of Wellington	Councilman Michael Napoleone	TPA Hosted MPOAC Institute Training

\*As of December 8, 2022

# 2.B.1

## TPA RESOLUTION 2022-22

### **A RESOLUTION APPROVING AMENDMENT 2 TO THE FISCAL YEAR (FY) 2023-2027 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (MPO) doing business as the Palm Beach Transportation Planning Agency (TPA), is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, both 23 U.S.C. §134(j) and 23 CFR §450.326 mandate that the TPA develop and update a TIP at least every 4 years that reflects the investment priorities of the TPA's adopted Long Range Transportation Plan and covers a period of no less than 4 years; and

**WHEREAS**, the TPA's FY 23-27 TIP is a staged program encompassing a five-year period and including all regionally significant transportation improvements to all modes of travel in Palm Beach County as well as locally funded transportation improvement projects; and

**WHEREAS**, the TIP identifies projects for maintaining and improving the transportation system funded by federal, state and local sources in order to assist local governments with their transportation planning efforts; and

**WHEREAS**, the Florida Department of Transportation (FDOT) has requested approval of an amendment to change the length and add funding to cover cost increases due to inflation to four (4) FDOT projects as shown in Exhibit A attached.

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:**

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

**SECTION 2.** The TPA Governing Board hereby approves Amendment 2 to the FY 23-27 Transportation Improvement Program, attached hereto as "Exhibit A" and by this reference incorporated herein, and authorizes its Executive Director to execute any and all corresponding documents to memorialize this approval. This amendment does not affect or re-adopt any other provision of the TIP.

**SECTION 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 \_\_\_\_\_ 2022.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION,  
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Mayor Chelsea Reed, as its Chair

ATTEST:

\_\_\_\_\_  
Amanda K. Williams, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Paul R. Gougelman, TPA General Counsel



**PALM BEACH**  
Transportation  
Planning Agency

**2.B.2**

# TRANSPORTATION IMPROVEMENT PROGRAM

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**FY 2023-2027**

Adopted June 16, 2022

Amendment #2: FDOT Request to  
Modify 4 projects

[PalmBeachTPA.org/TIP](http://PalmBeachTPA.org/TIP)

Phase	Fund Source	2023	2024	2025	2026	2027	Total
<b>EXISTING TIP</b>							
<b>I-95 AT INDIANTOWN RD - Proj# 4397581</b>					<b>Length: 1.185 MI</b>	<b>*SIS*</b>	
<b>Type of Work: INTERCHANGE - ADD LANES</b>					<b>Lead Agency: FDOT</b>		
					<b>LRTP#: SIS011</b>		
Description: Reconstruct and signalize I-95 NB off ramp; lengthen EB Indiantown Rd left turn storage lane; add eastbound auxiliary lane on Indiantown Rd from I-95 exit to Island Way; add westbound auxiliary lane from Jupiter West Plaza to I-95 SB on ramp; restripe existing right turn lane to a shared/thru right turn lane.							
ROW	LF	218,181	1,648,907	0	0	0	1,867,088
CST	LF	1,767,092	0	0	0	0	1,767,092
RRU	DS	199,000	0	0	0	0	199,000
CST	DS	1,735,173	0	0	0	0	1,735,173
CST	DIH	103,483	31,810	0	0	0	135,293
CST	DDR	4,334,848	0	0	0	0	4,334,848
<b>Total</b>		<b>8,357,777</b>	<b>1,680,717</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,038,494</b>
<i>Prior Years Cost</i>		<i>3,048,834</i>	<i>Future Years Cost</i>			<i>Total Project Cost</i>	<i>13,087,328</i>

**PROPOSED TIP**

<b>I-95 AT INDIANTOWN RD - Proj# 4397581</b>					<b>Length: 1.446 MI</b>	<b>*SIS*</b>	
<b>Type of Work: INTERCHANGE - ADD LANES</b>					<b>Lead Agency: FDOT</b>		
					<b>LRTP#: SIS011</b>		
Description: Reconstruct and signalize I-95 NB off ramp; lengthen EB Indiantown Rd left turn storage lane; add eastbound auxiliary lane on Indiantown Rd from I-95 exit to Island Way; add westbound auxiliary lane from Jupiter West Plaza to I-95 SB on ramp; restripe existing right turn lane to a shared/thru right turn lane.							
PE	DIH	15,000	0	0	0	0	15,000
CST	ARDR	9,703,979	0	0	0	0	9,703,979
ROW	LF	489,841	1,648,907	0	0	0	2,138,748
RRU	DS	199,000	0	0	0	0	199,000
CST	DS	133,919	0	0	0	0	133,919
CST	DIH	103,483	30,966	0	0	0	134,449
ROW	DDR	540,000	0	0	0	0	540,000
CST	DDR	2,995,731	0	0	0	0	2,995,731
PE	DS	281,472	0	0	0	0	281,472
CST	LF	3,984,348	0	0	0	0	3,984,348
ENV	DS	250	0	0	0	0	250
<b>Total</b>		<b>18,447,023</b>	<b>1,679,873</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,126,896</b>
<i>Prior Years Cost</i>		<i>3,048,834</i>	<i>Future Years Cost</i>			<i>Total Project Cost</i>	<i>23,175,730</i>

Phase	Fund Source	2023	2024	2025	2026	2027	Total
<b>EXISTING TIP</b>							
SR-80 FROM SR-25/US-27 TO EAST OF GLADES GLEN DR - Proj# 4461001					Length: 2.62 MI	*SIS*	
Type of Work: RESURFACING					Lead Agency: FDOT		
Description: Resurfacing					LRTP#: Pages 141-142		
CST	DIH	115,354	0	0	0	0	115,354
CST	DDR	1,600,353	0	0	0	0	1,600,353
CST	ACNR	2,145,842	0	0	0	0	2,145,842
<b>Total</b>		<b>3,861,549</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,861,549</b>
Prior Years Cost		906,434	Future Years Cost		Total Project Cost		4,767,983

## PROPOSED TIP

SR-80 FROM SR-25/US-27 TO EAST OF GLADES GLEN DR - Proj# 4461001					Length: 2.362 MI	*SIS*	
Type of Work: RESURFACING					Lead Agency: FDOT		
Description: Resurfacing					LRTP#: Pages 141-142		
PE	DIH	27,656	0	0	0	0	27,656
CST	LF	1,932	0	0	0	0	1,932
CST	DIH	115,354	0	0	0	0	115,354
CST	DDR	459,579	0	0	0	0	459,579
CST	ACNR	5,449,291	0	0	0	0	5,449,291
<b>Total</b>		<b>6,053,812</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,053,812</b>
Prior Years Cost		906,434	Future Years Cost		Total Project Cost		6,960,246

Phase	Fund Source	2023	2024	2025	2026	2027	Total
<b>EXISTING TIP</b>							
<b>SR-15 FROM N OF 1ST ST TO PALM BEACH/MARTIN COUNTY LINE - Proj# 4461021</b>					Length: 6.636 MI	*SIS*	
<b>Type of Work: RESURFACING</b>					Lead Agency: FDOT		
					LRTP#: Pages 141-142		
Description: Resurfacing							
RRU	DDR	50,000	0	0	0	0	50,000
CST	DIH	98,396	63,188	0	0	0	161,584
CST	DDR	11,291,098	0	0	0	0	11,291,098
CST	ACNR	4,668,756	0	0	0	0	4,668,756
<b>Total</b>		<b>16,108,250</b>	<b>63,188</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,171,438</b>
<i>Prior Years Cost</i>		<i>1,914,658</i>	<i>Future Years Cost</i>		<i>Total Project Cost</i>		<i>18,086,096</i>

## PROPOSED TIP

<b>SR-15 FROM N OF 1ST ST TO PALM BEACH/MARTIN COUNTY LINE - Proj# 4461021</b>					Length: 6.636 MI	*SIS*	
<b>Type of Work: RESURFACING</b>					Lead Agency: FDOT		
					LRTP#: Pages 141-142		
Description: Resurfacing							
PE	DIH	31,317	0	0	0	0	31,317
RRU	DDR	50,000	0	0	0	0	50,000
CST	LF	14,896	0	0	0	0	14,896
CST	DIH	98,396	61,512	0	0	0	159,908
CST	DDR	1,892,956	0	0	0	0	1,892,956
CST	ACNR	18,311,437	0	0	0	0	18,311,437
<b>Total</b>		<b>20,399,002</b>	<b>61,512</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,460,514</b>
<i>Prior Years Cost</i>		<i>1,914,658</i>	<i>Future Years Cost</i>		<i>Total Project Cost</i>		<i>22,375,172</i>



Phase	Fund Source	2023	2024	2025	2026	2027	Total
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## EXISTING TIP

SR-7/US-441 FROM NORTH OF SOUTHERN BLVD/SR-80 TO OKEECHOBEE BLVD/SR-704 - Proj# 4461771					Length: 2.008 MI		*Non-SIS*	
Type of Work: RESURFACING					Lead Agency: FDOT			
					LRTP#: Pages 141-142			
Description: Resurfacing								
CST	DIH	103,103	0	0	0	0	103,103	
CST	DDR	5,625,784	0	0	0	0	5,625,784	
CST	ACNR	1,360,106	0	0	0	0	1,360,106	
Total		7,088,993	0	0	0	0	7,088,993	

Prior Years Cost	588,985	Future Years Cost	Total Project Cost	7,677,978
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## PROPOSED TIP

SR-7/US-441 FROM NORTH OF SOUTHERN BLVD/SR-80 TO OKEECHOBEE BLVD/SR-704 - Proj# 4461771

Type of Work: RESURFACING

Description: Resurfacing

Length: 1.980 MI

Lead Agency: FDOT

LRTP#: Pages 141-142

\*Non-SIS\*

PE	DIH	34,674	0	0	0	0	34,674
CST	LF	31,215	0	0	0	0	31,215
CST	DIH	103,103	0	0	0	0	103,103
CST	DDR	1,080,607	0	0	0	0	1,080,607
CST	ACNR	8,165,167	0	0	0	0	8,165,167
Total		9,414,766	0	0	0	0	9,414,766

Prior Years Cost	369,379	Future Years Cost	Total Project Cost	9,784,145
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## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

November 16, 2022

Valerie Neilson  
Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, FL 33401

**SUBJECT: Palm Beach Transportation Planning Agency  
TIP Amendment Request FY 2022/23 – 2026/27  
439758-1 SR-9/I-95 NORTHBOUND OFF-RAMP AT INDIANTOWN ROAD**

Dear Ms. Neilson:

Pursuant to *Part IV – Chapter 5: Statewide and Local Transportation Improvement Programs (STIP and TIP) of the Work Program Instructions*, the Florida Department of Transportation (FDOT) requests your processing and approval of the attached amendment to the FY 2022/23 – 2026/27 Transportation Improvement Program. This amendment is required because the project cost has increased by more than 20% AND \$2 million and needs to be reflected in the TIP. A new fund type, ARDR, was added to this project to cover the cost estimate increase due to inflation as well as a minor project length increase. ARDR funds are a part of the American Rescue Plan Act.

This Transportation Improvement Program Amendment should be consistent with the Adopted Long-Range Transportation Plan. The adopted TIP remains financially constrained. The TIP amendment is as follows (changes are underlined in the proposed table):

EXISTING	FM#	Project Title		Type of Work		Project Length
	439758-1	SR-9/I-95 NORTHBOUND OFF-RAMP AT INDIANTOWN ROAD		INTERCHANGE - ADD LANES		1.185 MI
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	ROW	LF	218,181	1,648,907	0	0
	RRU	DS	199,000	0	0	0
	CST	LF	1,767,092	0	0	0
	CST	DS	1,735,173	0	0	0
	CST	DIH	103,483	31,810	0	0
	CST	DDR	4,334,848	0	0	0
	TOTAL		8,357,777	1,680,717	0	0

<b>PROPOSED</b>	<b>FM#</b>	<b>Project Title</b>		<b>Type of Work</b>		<b>Project Length</b>
	<b>439758-1</b>	SR-9/I-95 NORTHBOUND OFF-RAMP AT INDIANTOWN ROAD		INTERCHANGE - ADD LANES		<u>1.446 MI</u>
	<b>Phase</b>	<b>Fund</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
	<u>PE</u>	<u>DIH</u>	<u>15,000</u>	0	0	0
	<u>PE</u>	<u>DS</u>	<u>281,472</u>	0	0	0
	<u>ROW</u>	<u>LF</u>	<u>489,841</u>	1,648,907	0	0
	<u>ROW</u>	<u>DDR</u>	<u>540,000</u>	0	0	0
	<u>RRU</u>	<u>DS</u>	<u>199,000</u>	0	0	0
	<u>ENV</u>	<u>DS</u>	<u>250</u>	0	0	0
	<u>CST</u>	<u>LF</u>	<u>3,984,348</u>	0	0	0
	<u>CST</u>	<u>DIH</u>	<u>103,483</u>	<u>30,966</u>	0	0
	<u>CST</u>	<u>DDR</u>	<u>2,995,731</u>	0	0	0
	<u>CST</u>	<u>DS</u>	<u>133,919</u>	0	0	0
	<u>CST</u>	<u>ARDR</u>	<u>9,703,979</u>	0	0	0
	<b>TOTAL</b>		<u>18,447,023</u>	<u>1,679,873</u>	0	0

Please be advised that the PE and ENV phase amounts are balances from the previous fiscal year.

If you have any questions or need additional information, please contact Marsha Taylor-Long at (954) 777-4401.

Sincerely,



Marsha Taylor-Long  
Planning Specialist  
District Four

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The above TIP amendment was authorized to be included in the FY 2022/23-2026/27 Transportation Improvement Program.

\_\_\_\_\_  
MPO Chairman or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

November 16, 2022

Valerie Neilson  
Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, FL 33401

**SUBJECT: Palm Beach Transportation Planning Agency  
TIP Amendment Request FY 2022/23 – 2026/27  
Various Projects**

Dear Ms. Neilson:

Pursuant to *Part IV – Chapter 5: Statewide and Local Transportation Improvement Programs (STIP and TIP) of the Work Program Instructions*, the Florida Department of Transportation (FDOT) requests your processing and approval of the attached amendment to the FY 2022/23 – 2026/27 Transportation Improvement Program. This amendment is required because the project cost has increased by more than 20% AND \$2 million and needs to be reflected in the TIP. Allocations were given to the Districts for additional funds for resurfacing projects. Funds were added to three resurfacing projects in Palm Beach which have had cost estimate increases due to inflation.

This Transportation Improvement Program Amendment should be consistent with the Adopted Long-Range Transportation Plan. The adopted TIP remains financially constrained. The TIP amendment is as follows (changes are underlined in the proposed table):

EXISTING	FM#	Project Title		Type of Work		Project Length
	446100-1	SR-80 FROM SR-25/US-27 TO EAST OF GLADES GLEN DRIVE		RESURFACING		2.620 MI
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	CST	DIH	115,354	0	0	0
	CST	DDR	1,600,353	0	0	0
	CST	ACNR	2,145,842	0	0	0
	TOTAL		3,861,549	0	0	0

<b>PROPOSED</b>	FM#	Project Title		Type of Work		Project Length
	446100-1	SR-80 FROM SR-25/US-27 TO EAST OF GLADES GLEN DRIVE		RESURFACING		2.362 MI
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	<u>PE</u>	<u>DIH</u>	<u>27,656</u>	0	0	0
	<u>CST</u>	<u>LF</u>	<u>1,932</u>	0	0	0
	CST	DIH	115,354	0	0	0
	CST	DDR	<u>459,579</u>	0	0	0
	CST	ACNR	<u>5,449,291</u>	0	0	0
	TOTAL		<u>6,026,156</u>	0	0	0

<b>EXISTING</b>	FM#	Project Title		Type of Work		Project Length
	446102-1	SR-15 FROM N OF 1ST ST TO PALM BEACH/MARTIN COUNTY LINE		RESURFACING		6.636 MI
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	RRU	DDR	50,000	0	0	0
	CST	DIH	98,396	63,188	0	0
	CST	DDR	11,291,098	0	0	0
	CST	ACNR	4,668,756	0	0	0
	TOTAL		16,108,250	63,188	0	0

<b>PROPOSED</b>	FM#	Project Title		Type of Work		Project Length
	446102-1	SR-15 FROM N OF 1ST ST TO PALM BEACH/MARTIN COUNTY LINE		RESURFACING		6.636 MI
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	<u>PE</u>	<u>DIH</u>	<u>31,317</u>	0	0	0
	RRU	DDR	50,000	0	0	0
	<u>CST</u>	<u>LF</u>	<u>14,896</u>	0	0	0
	CST	DIH	98,396	<u>61,512</u>	0	0
	CST	DDR	<u>1,892,956</u>	0	0	0
	CST	ACNR	<u>18,311,437</u>	0	0	0
	TOTAL		<u>20,399,002</u>	<u>61,512</u>	0	0

<b>EXISTING</b>	FM#	Project Title		Type of Work		Project Length
	446177-1	SR-7 FROM NORTH OF SR-80/SOUTHERN BLVD TO SR-704/OKEECHOBEE BLVD		RESURFACING		2.008 MI
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	CST	DIH	103,103	0	0	0
	CST	DDR	5,625,784	0	0	0
	CST	ACNR	1,360,106	0	0	0
	TOTAL		7,088,993	0	0	0

<b>PROPOSED</b>	FM#	Project Title		Type of Work		Project Length
	446177-1	SR-7 FROM NORTH OF SR-80/SOUTHERN BLVD TO SR-704/OKEECHOBEE BLVD		RESURFACING		<u>1.980 MI</u>
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	PE	DIH	34,674	0	0	0
	<u>CST</u>	<u>LF</u>	<u>31,215</u>	0	0	0
	CST	DIH	103,103	0	0	0
	CST	DDR	<u>1,080,607</u>	0	0	0
	CST	ACNR	<u>8,165,167</u>	0	0	0
	TOTAL		<u>9,380,092</u>	0	0	0

Please be advised that the PE phase amounts are balances from the previous fiscal year.

If you have any questions or need additional information, please contact Marsha Taylor-Long at (954) 777-4401.

Sincerely,



Marsha Taylor-Long  
Planning Specialist  
District Four

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The above TIP amendment was authorized to be included in the FY 2022/23-2026/27 Transportation Improvement Program.

\_\_\_\_\_  
MPO Chairman or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## TPA RESOLUTION 2022-23

**A RESOLUTION ACKNOWLEDGING THE COOPERATIVE PROCESS TO DEVELOP THE DRAFT FY 24-28 WORK PROGRAM AND ENDORSING THE DRAFT PROGRAM WITH REQUESTED MODIFICATIONS TO ADVANCE TPA PRIORITIES**

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (MPO) doing business as the Palm Beach Transportation Planning Agency (TPA), is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, the TPA adopted a List of Priority Projects (LOPP) on July 21, 2022 and submitted that list to the District 4 office of the Florida Department of Transportation (FDOT) by August 1, 2022 pursuant to s. 339.175(8)(b), Florida Statutes; and

**WHEREAS**, FDOT endeavored to cooperatively develop a district work program that includes, to the maximum extent feasible, the project priorities of the TPA pursuant to s. 339.135(4)(c)2, Florida Statutes; and

**WHEREAS**, FDOT provided the the FDOT District and Turnpike work programs to the TPA on November 17, 2002 and presented DTWP in December 2022 to determine the necessity of making changes to projects included or to be included in the district and turnpike enterprise work program and to hear requests for new projects to be added to, or existing projects to be deleted from, the district work program pursuant to s. 339.135(4)(d), Florida Statutes; and

**WHEREAS**, substantial increases in cost estimates throughout the work program and the production delay and cost increases of the State Road 7 projects has impacted the ability to program all TPA priorities adopted in the LOPP, especially Local Initiatives;

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:**

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

**SECTION 2.** The TPA Governing Board hereby:

- a. Acknowledges the cooperative process endeavored by FDOT to develop the Draft FY 24-28 Work Program and to include the project priorities of the TPA.
- b. Requests FDOT coordinate with the TPA to program currently unfunded Local Initiatives (LI) priorities when Surface Transportation (SU), Carbon Reduction (CARU),

or Transportation Alternatives (TALU, TALT) funding becomes available in the work program.

- c. Requests FDOT allocate other state or federal funding sources to TPA state road priorities, especially SR 7, as funding becomes available through revenue increases or the shifting of phases and costs of other projects and reallocate the TPA's SU or CARU funding towards Local Initiatives priority projects.
- d. Requests FDOT coordinate with the TPA to find additional revenue sources, such as discretionary grants, to fund both segments of the State Road 7 once litigation is resolved.

**SECTION 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 15th day of December 2022.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION, d/b/a  
PALM BEACH TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Mayor Chelsea Reed, as its Chair

ATTEST:

\_\_\_\_\_  
Amanda Williams, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Paul R. Gougelman, TPA General Counsel





**PALM BEACH**  
Transportation  
Planning Agency

**2.C.2**



# DRAFT TENTATIVE WORK PROGRAM

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**FY 2024-2028**

PREPARED BY PALM BEACH  
TPA DECEMBER 2022

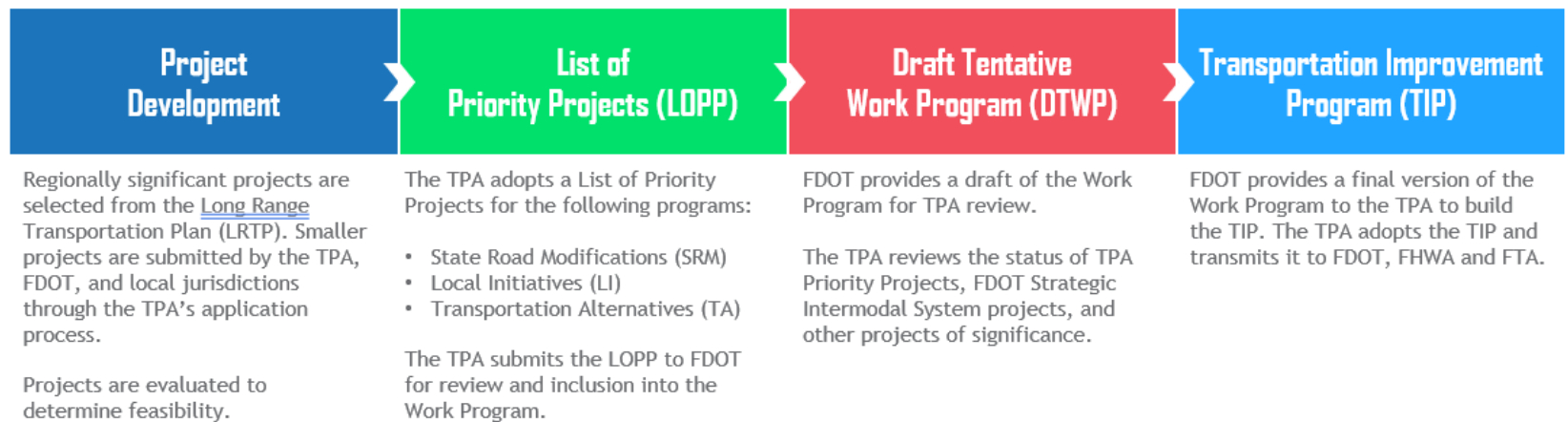
[PalmBeachTPA.org/TIP](http://PalmBeachTPA.org/TIP)

## Executive Summary

One of the primary roles of the Palm Beach TPA is the adoption of the Transportation Improvement Program (TIP) [23 C.F.R. § 450.324], a five-year program allocating anticipated revenues to transportation improvements to all modes of travel in Palm Beach County. The TIP identifies transportation improvements funded by Federal, State and local sources. In Florida, the TIP is based on and reflects the Florida Department of Transportation's (FDOT) Work Program for Palm Beach County for the same time period.

The TPA must adopt an updated TIP annually [§ 339.175(8), Fla. Stat.]. The TIP for Fiscal Years 2023-2027 was adopted on June 16, 2022 and the TIP for FY 2024-2028 will be considered for adoption on June 15, 2023. Prior to that, FDOT works to develop a Draft Tentative Work Program for FY 2024-2028 that continues to advance projects in the previously adopted TIP and allocates funding, to the maximum extent feasible, to the List of Priority Projects for the Palm Beach TPA that were adopted on July 21, 2022. The graphic below illustrates the TIP development process.

### Transportation Improvement Program (TIP) Development Process



<b>TIP FY 23-27</b> <i>Effective until 9/30/23</i>	✓ <b>Developed</b> Dec '20 - Feb '21	✓ <b>Adopted</b> July 15, 2021	✓ <b>Review &amp; Endorsed</b> January 21, 2022	✓ <b>Adopted</b> June 16, 2022
<b>Next TIP FY 24-28</b> <i>Effective 10/1/23</i>	✓ <b>Developed</b> Dec '21 - Feb '22	✓ <b>Up for Adoption</b> July 2022	<b>Review &amp; Endorse</b> December 2022	<b>Up for Adoption</b> June 2023

## **Role of the TPA in Reviewing the Draft Tentative Work Program**

Florida requires that that each FDOT district office shall make a presentation at a meeting of each metropolitan planning organization in the district [§339.135(4)(d), Fla. Stat. (2014)] to:

1. Hear requests for new projects to be added to the district work program.
  - The tables summarizing the status of TPA priority projects facilitate this discussion.
2. Hear requests for existing projects to be deleted from the district work program.
  - The table summarizing new FDOT Projects and the full FDOT Draft Work Program and committee presentations facilitate this discussion.
3. Determine the necessity of making any changes to projects included or to be included in the district work program.
  - § 339.135(3)(c)(3), Fla. Stat. (2014) further stipulates that the district shall provide written justification for any project proposed to be rescheduled or deleted from the district work program which project is part of the metropolitan planning organization's transportation improvement program and is contained in the last 4 years of the previous adopted work program.

To facilitate the review of the draft tentative work program according to these purposes, the TPA has created the following summary tables:

1. State Road Modifications
2. Local Initiatives Projects
3. Transportation Alternatives Projects
4. New FDOT Projects

Table 1: State Road Modifications

Projects are predominantly on state roadways using state funding sources, including but not limited to District Dedicated Revenue (DDR) and Primary Highways & Public Transportation Funds (DS).  
Projected funding availability is approximately \$20.4 Million/year. FDOT requests the TPA "oversubscribe" to ensure programming of all available funds.

Shown in \$1,000s

Year - Rank	Applicant/ Lead	Proj. No.	Location	Description	Total Cost	<FY 24	DTWP FY 2024-2028					Addt'l Funds Needed	Notes
							FY24	FY25	FY 26	FY 27	FY 28		
04-1	FDOT	2296643 2296645 2296646	SR-7 from 60th St to Northlake Blvd	Construct new 4L road	\$93,989	\$6,329		ROW \$100			RRU \$24	\$87,535	Delayed to >FY 28. Pending litigation.
04-2	FDOT	2296644 2296647	SR-7 from Okeechobee Blvd to 60th St	Widen from 2L to 4L	\$40,184	\$571				RRU \$3	CST \$39,610		Delayed to FY 28. Pending litigation.
14-1	FDOT/ SFRTA	4170317	Tri-Rail: West Palm Beach to Jupiter	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	\$2,507	\$1,157		PDE \$1,350				\$107,000	FEC easement/ access fee and O&M commitment required for PDE.
14-3	FDOT	2296584	Atlantic Ave from SR-7 to E of Lyons Rd	Widen from 2L to 4L, including buffered 7' bike lanes and 6' sidewalks	\$36,116	\$11,546	ROW \$879 RRU \$655 CST \$17,753	ROW \$5,212					
16-1	FDOT	4405755 4405752 4405754	Atlantic Ave from W of Lyons Rd to Jog Rd (includes Florida's Turnpike to Cumberland Dr and Cumberland Dr to Jog Rd)	Widen from 4L to 6L, including 10'+ shared-use pathway	\$101,465	\$6,633	PE \$94 ROW \$4,173	PE \$94 ROW \$1,944	ROW \$11,716	ROW \$5,232	ROW \$4,975 RRU \$50 CST \$5,566	\$60,830	
16-3	Lake Worth Beach/ FDOT	4400461	Lake Worth Rd from Erie St to A St	Construct Pedestrian enhancements, reconfigure traffic circle	\$1,792	\$1,792							Construction Fall 2023
17-1	FDOT/ Palm Tran	4383861	US-1: Camino Real Rd to Indiantown Rd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities									
17-1a	Palm Tran	4383863	US-1: Palmetto Park Rd to Northlake Blvd	Implement Transit Signal Prioritization for entire corridor	\$2,000	\$2,000							Palm Tran finalizing procurement.
17-1b	Palm Tran/ FDOT	4383864 4464431	US-1: Palmetto Park Rd to Northlake Blvd	Construct 14 enhanced transit shelters within existing ROW	\$6,253	\$2,000	PE \$238		CST \$5,989	CST \$26			
17-1c	Boca Raton/ FDOT	4383865	US-1: Camino Real to NE 8th St/Mizner Blvd in Boca Raton	Lane Repurposing from 6L to 4L between Camino Real and SE Mizner Blvd; associated multimodal facilities	\$4,050			PE \$817				\$3,233	

Funds Added/Advanced

Fund +/- 5%, No Schedule Change

Funds Delayed

Table 1: State Road Modifications

Shown in \$1,000s

Year - Rank	Lead Agency	Proj. No.	Location	Description	Total Cost	<FY 24	DTWP FY 2024-2028					Addt'l Funds Needed	Notes
							FY24	FY25	FY 26	FY 27	FY 28		
17-1d	WPB/ FDOT	4383866	US-1: 25th St to 45th St in West Palm Beach	Reconstruct roadway to include pedestrian and bicycle facilities and safety enhancements	\$12,508		PE\$1,615					\$10,893	WPB coordinating with FDOT on revised concept
17-1e	TPA/ FDOT	4383862	US-1: 59th St to Northlake Blvd in Riviera Beach and Lake Park	Reconstruct as 4L, add bike lanes and medians; move barrier wall on bridge to protect bike lanes;-add street lights/ped scale lights where feasible	\$8,822	\$1,520		CST\$7,302					
17-1g	Lake Worth Beach/ FDOT	TBD	US-1: Dixie/Federal Junction to Gregory Rd in Lake Worth Beach	Lane Repurposing from 4L to 3L; associated multimodal facilities	\$5,674							\$5,674	City is working on FDOT lane repurposing application
17-2	Boynton Beach/ FDOT	4440791	Boynton Beach Blvd from I-95 to US-1	Reconstruct to narrow vehicle lanes, construct 9' sidewalk on N, 15' shared use path on S, pedestrian lighting	\$7,546	\$884	RRU\$255 CST\$6,378						
17-5	FDOT	4416321	Lake Worth Rd from Raulerson Dr to Palm Beach St College Ent	Resurfacing with separated bike lanes, new mid-block crossings, enhanced crosswalks	\$8,628	\$823							Under Construction
18-1	TPA & Palm Tran /FDOT	4417581	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities									
18-1a	Palm Tran	4417582	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Implement Transit Signal Prioritization for entire corridor	\$2,000		CAP\$2,000						
18-1b	Palm Tran/ FDOT	4417583	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Construct enhanced transit shelters within existing ROW	\$909			PE\$871	PE\$37			\$7,200	TPA working with Palm Tran to refine shelter design and locations
18-1c	TPA/ FDOT	4513801	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Roadway feasibility study based on TPA planning study recommendation and Board direction	\$2,000			PL\$2,000					Next step after TPA planning study
18-2	TPA/ FDOT	4417561 4417562	SR-80 from SR-15 to CR-880	Add street lighting	\$7,732	\$16,907			CST\$7,732				
18-3	TPA/ FDOT	4417571	US-27 Connector from US-27 to SR-715	Construct new 2-lane road	\$750	\$250				PDE\$500			Alternative Corridor Evaluation (ACE) underway
19-1	TPA & Palm Tran /FDOT	TBD	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities									

Table 1: State Road Modifications

Shown in \$1,000s

Year - Rank	Lead Agency	Proj. No.	Location	Description	Total Cost	<FY 24	DTWP FY 2024-2028					Addt'l Funds Needed	Notes
							FY24	FY25	FY 26	FY 27	FY 28		
19-1a	Palm Tran	TBD	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	Implement Transit Signal Prioritization	\$1,000							\$1,000	
20-1	Boca Raton/ FDOT	4482641	Federal Hwy at Spanish River Blvd	Convert EB to SB right turn only to right/through with bike lane and mast arm conversion	\$1,715				PE \$279	PE \$21		\$1,415	
20-2 & 20-4	Palm Beach County/ FDOT	4479441	Atlantic Ave at Military Trl; Belvedere at Military Trl; Forest Hill Blvd at I-95	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure. Upgrade to mast arm signals; enhanced pedestrian signals and detection; upgrade ITS elements and roadway lighting; curb ramp and sidewalk upgrades to meet ADA.	\$11,067				PE \$166			\$9,985	Advanced PE funding to FY26
		4480731	US-1 at Silver Beach Rd, Military at Investment Ln, Okeechobee at Quadrille Blvd, Lakeview Ave at Quadrille Blvd						PE \$287	PE \$21			
		4481071	US-1 at SE 1st St, 7th Ave N, 10th Ave N, 13th Ave N; Boynton Beach Blvd at US-1, Congress Ave, Seacrest Blvd, Military Trl, Hagen Ranch Rd; Congress Ave at Dolan Rd; Atlantic Ave at Hamlet Dr; Lake Ave at SR-A1A (include w/ FM 4476631)						PE \$609				
20-3	Boca Raton/ FDOT	4480641	Glades Rd/SR-808 at Town Center Blvd; I-95 NB off ramp at W Palmetto Park Rd; I-95 SB off ramp at Palmetto Park Rd; US-1 at Royal Palm Way; US-1 at Hidden Valley Blvd	Replace span wire traffic signals with mast arms and upgrade supporting infrastructure	\$5,827				PE \$479			\$4,994	Advanced PE funding to FY26
		4481351	US-1 at Glades Rd, NE 15th Ter, and NE 24th Ter						PE \$354				
20-5	Palm Beach County/ FDOT	4479451	SR-715 from Hatcher Rd to Paul Rardin Park SR-715 from Airport Rd to SW 14th St	Construct 6' sidewalk on W side of roadway.	\$752				PE \$246			\$507	Advanced PE funding to FY26
20-6	TPA/ FDOT	4398451	SR-715 from SR-80 to W of Canal St South	Modify resurfacing project to add buffered bicycle lanes, missing sidewalk connections to SR-80 and to PB State College entrance, and roadway lighting.	\$5,661	\$5,661							Construction Fall 2023.

Table 1: State Road Modifications

Shown in \$1,000s

Year - Rank	Lead Agency	Proj. No.	Location	Description	Total Cost	<FY 24	DTWP FY 2024-2028					Addt'l Funds Needed	Notes
							FY24		FY25	FY 26	FY 27	FY 28	
20-8	Lake Worth Beach/ FDOT	4461041	Lake Ave/Lucerne Ave/SR-802 from E of A St to E of Golfview Rd	Modify resurfacing project to add stamped concrete crosswalks, replacement of sidewalk pavers, and improved stormwater drainage.	\$4,883	\$324	CST	\$4,883					Construction Winter 2023.
21-1	TPA/ FDOT	4498771	Forest Hill Blvd from W of Jog Rd to Military Trl	Add roadway lighting on N side and pedestrian lighting, bus bay layover facility, enhanced crosswalks at three signalized intersections, green markings in bicycle conflict zones	\$2,616						PE \$700	\$1,916	
21-2	TPA/ FDOT	4498791	Congress Ave from Lake Worth Rd to Forest Hill Blvd	Add pedestrian lighting, enhanced crosswalks at six signalized intersections, and bus stop amenities	\$3,202					PE \$670	ENV \$30	\$2,502	Advanced PE to FY 26
21-3	Boca Raton/ FDOT	4495531 4498751	SR-A1A at Spanish River Blvd and Camino Real (include w/ FM 4476611); US-1 at Jeffery St, NE 32nd St, NE 20th St, Fire Station #1, NE Mizner Blvd, SE Mizner Blvd, and Camino Real; Yamato Rd at NW 2nd Ave (include w/ FM 447657.1); Glades Rd at NW 2nd Ave and Pinehurst Ln; I-95 NB Ramp at Peninsula Corp Dr; I-95 SB Ramp at Peninsula Corp Dr	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure	\$5,090						PE \$820  ENV \$60	\$4,210	
21-4	TPA/ FDOT	4476701	SR-7 from Glades Rd to Bridgebrook Dr	Modify resurfacing project to add sidewalk on E side and green markings in bicycle conflict zones	\$9,595				CST \$9,567	CST \$29			FDOT able to incorporate sidewalk on E side.
21-5	TPA/ FDOT	4358041 4476671	Boynton Beach Blvd from Congress Ave to E of I-95	Modify resurfacing project and interchange capacity project to provide wider sidewalks and buffered bike lanes on both sides of roadway	\$57,260		ROW \$644  RRU \$2,300	ROW \$13,264  CST \$40,898	CST \$155				FDOT incorporated requests as feasible.
21-6	FDOT	TBD	Indiantown Rd at Central Blvd	Conduct PD&E to evaluate congestion mitigation alternatives with minimal adverse impacts to pedestrians, bicycles, and local businesses	\$2,000							\$2,000	FDOT request. Recommended alternative to be endorsed by TPA prior to funding additional phases.
Cost Summary					\$455,592	\$58,397	\$41,867		\$83,519	\$28,746	\$13,030	\$44,768	\$310,892



Table 2: Local Initiatives Program

This program is for projects on non-state roadways that are federal-aid eligible. Sources of funding are from the approximately \$22.8 Million/year of the federal Surface Transportation Block Grant (STBG) program, known locally as SU funds, that is allocated to the TPA for prioritization. STGB funds allocated to FDOT, known as SA, sometimes supplement the projects.

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	DTWP FY 2024-2028						Funds Needed	Notes
							FY 24		FY 25		FY 26			
--	Palm Beach TPA	4393254 4393255	Surface Transportation (SU) funds to support TPA Planning & Administration as outlined in greater detail in the UPWP		\$22,929		PL \$2,721 SU \$1,820	PL \$2,523 SU \$1,911	PL \$2,566 SU \$2,006	PL \$2,566 SU \$2,100	PL \$2,566 SU \$2,150			
14-6	SFRTA	4297671	Tri Rail Northern Layover Facility: CSX tracks E of I-95 in Mangonia Park/WPB	Construct new facility to enhance O&M for existing system and support Jupiter extension	\$40,733	\$40,733							Construction late FY 2024	
15-2	West Palm Beach	4383901	West Palm Beach: 25th St to Tri-Rail Station to SR 80	Purchase seven (7) vehicles to support new N/S trolley service	\$1,505	\$1,505							Implementation in FY 2023	
15-3	Palm Tran	4383921	Various locations along existing Palm Tran bus routes	Construct 30 transit shelters	\$600	\$600							In procurement. Implementation in FY 2023	
15-4	West Palm Beach	4383961	Various locations along existing WPB trolley lines	Construct seven (7) trolley shelters	\$571	\$571							Implementation in FY 2023	
17-1 & 17-5	West Palm Beach/ FDOT	4415701	36th St & bridge from Australian Ave to Poinsettia Ave in West Palm Beach	Construct buffered bike lanes, pedestrian enhancements and bridge	\$9,937	\$1,323	CST \$8,597	CEI \$17					CST increased	
17-2	Delray Beach	4415331	Lindell Blvd from Linton Blvd to Federal Hwy/US 1	Construct sidewalks and separated bike lanes	\$12,143	\$12,143							Project advanced to FY 2023	
17-4	Palm Tran	4415711	Various Palm Tran bus stops	Replace 40 transit shelters	\$800	\$800							Implementation in FY 2023	
17-6	Delray Beach	4415321	Barwick Rd from Atlantic Ave to Lake Ida Rd	Construct sidewalks and separated bike lanes	\$10,446	\$10,446							Under Construction	
17-7	Delray Beach	4415861	Brant Bridge connector from Lindell Blvd to Brant Bridge	Construct sidewalks and separated bike lanes	\$2,540	\$5		CST \$2,535						
18-1	Westgate CRA/ Palm Beach County	4443711	Westgate Ave from Wabasso Dr to Congress Ave	Lane repurposing from 5L to 3L to add designated bike lanes and widen sidewalks	\$4,832	\$4,832							Pending PBC Implementation	
18-2	West Palm Beach	4443761	Parker Ave from Forest Hill Blvd to Nottingham Blvd	Construct buffered/separated bicycle lanes and pedestrian lighting	\$5,765	\$5,765							Under Construction	
18-3	Palm Beach County	4443701	Lyons Rd/ Sansbury Way from Forest Hill Blvd to Okeechobee Blvd	Construct separated bicycle lanes	\$6,096	\$6,096							Under Construction	



Table 2: Local Initiatives Program

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	DTWP FY 2024-2028					Funds Needed	Notes
							FY 24	FY 25	FY 26	FY 27	FY28		
18-5	Boca Raton	4443791	Yamato Rd: W of Jog to I-95, and 16 Intersections in the downtown area	Install Adaptive Traffic Control Systems	\$2,625	\$2,625							CST January 2023
18-6	Delray Beach	4443771	Germantown Rd from Old Germantown Rd to Congress Ave	Construct sidewalks and separated bike lanes	\$11,635	\$5	CST \$11,342	CST \$289					Funding advanced to FY24
19-1	Palm Tran	4460981	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 3 electric buses and install electric charging at maintenance facility	\$4,336		CAP \$4,336						
19-2	Palm Beach County	4460861	Cresthaven Blvd from S Jog Rd to S Military Trl	Construct 7' buffered bike lanes and three intersection modifications	\$4,603	\$5		CST \$4,598					
19-4	West Palm Beach	4460901	25th St from Australian Ave to Broadway Ave	Lane Repurposing from 4 lanes to 3, construct R/R gate enhancements, ADA upgrades, buffered bike lane/ designated bike lane, lighting improvments, sidewalks	\$7,038	\$5		CST \$7,033					
19-6	Wellington	4460821	Greenview Shores Blvd from Binks Forest Dr to Wellington Tr	Construct 4' designated bike lanes	\$1,258	\$5		CST \$1,253					
20-1	Palm Tran	4482951	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	\$5,000					CAP \$5,000			
20-2	SFRTA	4481031	SFRTA - Tri-Rail Service	Purchase one (1) passenger rail car	\$5,000			CAP \$5,000					Funds Advanced to FY 2025. \$2.5M of LI Funds and \$2.5M TRIP funds
20-3	Lake Worth Beach	4483541	South East Coast Street and S. H Street	Reconstruct roadways to one-way pair with 4' designated bike lanes	\$7,889			PE \$5		CST \$7,884			
20-4	Wellington	4482991	Greenbriar Blvd from Aero Club Drive to Greenview Shored Blvd.	Construct 4' designated bike lanes	\$2,453		PE \$5	CST \$2,421					Funds Advanced to FY 2025
20-5	Wellington	4483061	C-2 Canal from Greenview Shores Blvd to Bent Creek Rd	Construct 10' shared use pathway	\$616		PE \$5		CST \$549				
20-6	Royal Palm Beach	4483051	Various Locations - Residential Roads	Construct ADA Improvements - Sidewalks and Curb Ramps	\$671		PE \$5		CST \$666				

Table 2: Local Initiatives Program

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	DTWP FY 2024-2028					Funds Needed	Notes
							FY 24	FY 25	FY 26	FY 27	FY28		
21-1	SFRTA	4498501	SFRTA - Tri-Rail Service	Purchase one (1) passenger rail car	\$5,000					CAP \$5,000			\$2.5M of LI Funds and \$2.5M TRIP funds
21-2	Palm Beach County	4498471	Prosperity Farms from 800' N of Northlake Blvd to Donald Ross Rd	Construct 4' designated bike lanes	\$7,700		PE \$5		CST \$2,447	CST \$3,528			
22-1	Boca Raton	TBD	SW 18th Street from Military Trail to Addison Ave	Construct 10' shared use paths and missing crosswalks and sidewalks	\$1,659							\$1,494	Not Funded
22-2	SFRTA	4481032	SFRTA - Tri-Rail Service	Purchase one (1) passenger rail car	\$5,000				CAP \$3,500	CAP \$1,500			\$2.5M of LI Funds and \$1.9M TRIP funds
22-3	Palm Beach Gardens	TBD	Gardens Parkway from Alternate A1A to Prosperity Farms Road	5' designated bike lane and 8' sidewalk	\$4,634							\$3,610	Not Funded
22-4	Palm Tran	TBD	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	\$5,000							\$5,000	Not Funded
22-5	Delray Beach	TBD	Barwick Rd from Lake Ida Rd to Sabal Lakes Rd (N)	10' shared use path and new sidewalk	\$2,531							\$1,659	Not Funded
22-6	Palm Tran	TBD	Countywide	Bus Stop Improvements	\$5,000							\$5,000	Not Funded
22-7	ITID	TBD	Temple Blvd, Hall Blvd, 140th Ave	Seminole Speed Tables	\$627							\$442	Not Funded
Cost Summary					\$209,173	\$87,465	\$28,836	\$27,583	\$11,734	\$27,578	\$4,716	\$17,205	

Table 3: Transportation Alternatives Program

This program is for non-motorized projects on or off the federal-aid eligible network. Sources of funding are from the approximately \$3.1 Million/year of the federal STBG Transportation Alternatives (TA) set-aside program, known locally as TA, that is allocated to the TPA for prioritization.

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	DTWP FY 2024-2028					Addt'l Funds Needed	Notes
							FY 24	FY 25	FY 26	FY 27	FY28		
16-2	West Palm Beach/ FDOT	4400151	North Shore Bridge in West Palm Beach	Construct pedestrian bridge west of existing roadway bridge	\$1,289	\$423	CST \$1,389						CST increased from \$927
17-1	West Palm Beach	4415271	Northmore neighborhood	Construct sidewalks and shared use pathways	\$1,325	\$1,325							Construction early 2024
18-1	West Palm Beach	4443501	Trailway on NW side of Clear Lake connecting Okeechobee Blvd to Palm Beach Lakes Blvd	Construct 10' shared use path on west side of Clear Lake	\$1,998	\$1,998							Construction January 2023
18-2	Greenacres	4443591	Dillman Trail from Forest Hill Blvd to Dillman Rd	Construct 12' shared use path	\$723	\$723							Under Construction
18-4	Palm Beach County	4443661	CR A1A/Ocean Dr from Donald Ross Rd to Indiantown Rd	Install 24 pedestrian activated flashers and ADA crossing enhancements	\$869	\$869							Construction December 2022
19-1	Westgate CRA/ Palm Beach County	4460771	Seminole Blvd from Okeechobee Blvd to Oswego Ave	Construct 10-12' shared use paths, high visibility crosswalks, and pedestrian lighting	\$1,645	\$1,645							
19-2	Boynton Beach	4460781	SE 1st St from Boynton Beach Blvd to Woolbright Rd	Construct 10' shared use path on western side of roadway	\$3,247	\$3,247							
19-4	Palm Beach Gardens	4460841	Various existing pedestrian crossings	Install pedestrian activated flashers at 12 existing crossings	\$412	\$412							
20-1	Lake Worth Beach	4483011	Various Locations - Local Roads	Construct ADA Curb Ramps and Sidewalk	\$1,095	\$1,095							Construction advanced to FY 2023
20-2	Palm Beach Gardens	4483021	Kyoto Gardens Drive from Military Trail to Alt A1A	Construct 5' bike lane and 8' pathway on north side of roadway	\$120	\$1,120							
20-3	Westgate CRA/ Palm Beach County	4483031	Cherry Rd from Military Trl to Quail Dr	Construct 10-12' shared use path and pedestrian lighting on north side of roadway	\$1,889	\$5	CST \$1,889						
20-4	Palm Tran	4483041	Countywide - 110 bus stops	Install 5' sidewalk connections and ADA bus stop enhancements	\$281		CAP \$281						
21-1	Palm Beach Gardens	4490051	Burns Rd from Military Trl to Alt A1A	Construct 9.5' separated two-way bicycle track	\$1,405	\$5		CST \$1,400					

Table 3: Transportation Alternatives Program

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	DTWP FY 2024-2028					Addt'l Funds Needed	Notes
							FY 24	FY 25	FY 26	FY 27	FY28		
21-3	ITID	4490021	Grapeview Blvd from Key Lime Blvd to 60th St and Key Lime Blvd from Hall to M-1 Canal	Construct 10' shared use path and 8' pathway	\$1,663	\$5		CST \$1,658					
21-4	Wellington	4490061	C-8 Canal from Forest Hill Blvd to Stribling Way	Construct 10' shared use path	\$739	\$5		CST \$734					
22-1	ITID	4507871	Hamlin Blvd from Hall Blvd to Grapeview Blvd; Grapeview Blvd from Hamlin Blvd to Citrus Grove Blvd; Citrus Grove Blvd from Hall Blvd to Avocado Blvd	Construct 10' shared use path and expand existing sidewalk to 8'	\$1,305		PE \$5		CST \$1,300				
22-2	Palm Beach Gardens	4508291	Fairchild Ave from Fairchild Gardens Ave to Campus Dr	Construct buffered bicycle lanes and 8' pathway on south side of roadway	\$1,413		PE \$5		CST \$1,408				
22-3	West Palm Beach	4508621	49th St from Greenwood Ave to North Flagler Drive	Construct ADA curb ramps and sidewalks, traffic calming speed humps and sharrows	\$570		PE \$5		CST \$565				
22-4	Royal Palm Beach	4508241	Various Locations - Local Roads	Install pedestrian and bicycle network wayfinding signage	\$879		PE \$5		CST \$874				
Cost Summary					\$24,142	\$12,883	\$3,579	\$5,061	\$4,148				

Table 4: New FDOT Projects

Shown in \$1,000s

Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	DTWP FY 2024-2028					Notes
						FY 24	FY 25	FY 26	FY 27	FY 28	
Palm Beach County	4522451	Flavor Pict Rd from Lyons Rd to Hagen Ranch Rd	New Road Construction	\$18,826						CST \$18,826	
Turnpike	4157484	Florida's Turnpike from PGA Blvd to W Indiantown Rd (MP 110-117)	Widen 4 to 8 lanes	\$500						PE \$500	
FDOT	4512241	SR-80/Jog Rd Improvements	Add left turn lane(s)	\$1,700		PE \$293		RRU \$10	CST \$1,397		
FDOT	4442593	SR-80/US-27 Electric Vehicle Charging Program - Phase II	Electric Vehicle Charging	\$2,400		CAP \$900	OPS \$1,500				
FDOT	4505873	SR-706/Indiantown Rd Bridges #930453 & 930454	Bridge Rehabilitation	\$11,101		PE \$1,092				CST \$10,009	
FDOT	4506841	SR-A1A/Ocean Blvd Bridge over Boca Inlet (#930060)	Bridge Rehabilitation	\$7,648			PE \$836	PE \$42		CST \$6,770	
FDOT	4498351	SR-25/US-27 from MP 12.7 to MP 16	Resurfacing	\$12,469		PE \$1,242			CST \$11,226		
FDOT	4498321	Federal Hwy/SR-5 from Dixie Hwy/US-1/SR-5 to 10th Ave S	Resurfacing	\$1,680		PE \$277			CST \$1,403		
FDOT	4484381	SR-7/US-441 from S of SR-804/Boynton Beach Blvd to S SR-802/Lake Worth Rd	Resurfacing	\$14,091		PE \$637			CST \$13,455		
FDOT	4498141	SR-704/Royal Palm Way from 4 Arts Plaza to S County Rd	Resurfacing	\$3,009		PE \$358			CST \$2,651		
FDOT	4484391	Beeline Hwy/SR-710 from west of Park Commerce Blvd to east of Aviation Blvd	Resurfacing	\$63,936		PE \$5,689				CST \$58,246	
FDOT	4498341	SR-717/E Canal St from SR-80 to SE Ave E	Resurfacing	\$4,648		PE \$517			PE \$26 CST \$4,104		
FDOT	4498101	Lake Worth Rd/SR-802 from Everett Ct to A St	Resurfacing	\$2,772		PE \$320		RRU \$100	CST \$2,351		
FDOT	4463731	Forest Hill Blvd/SR-882 from east of Lake Clarke Drive to Dixie Hwy/US-1	Resurfacing	\$4,142		PE \$497 RRU \$10		RRU \$200	CST \$3,435		

Table 4: New FDOT Projects

Shown in \$1,000s

Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	DTWP FY 2024-2028					Notes
						FY 24	FY 25	FY 26	FY 27	FY 28	
FDOT	4506771	US-1/SR-5 from north of Silver Beach Rd to south of Palmetto Dr	Landscaping	\$582		PE \$77			CST \$505		
FDOT	4506791	I-95 at Okeechobee Blvd/SR-704	Landscaping	\$1,954					CST \$1,954		
FDOT	4443431	I-95 at Hypoluxo Rd	Landscaping	\$1,039				PE \$257		CST \$782	
FDOT	4492901	I-95 from NB Linton Rd off-ramp to Lawson Blvd Underpass	Landscaping	\$3,450			PE \$422		CST \$3,028		
FDOT	4443371	I-95 from north of Woolbright Rd to south of Woolbright Rd	Landscaping	\$1,325		PE \$236		CST \$1,089			
				\$90,135		\$12,146	\$2,759	\$1,699	\$45,536	\$95,132	

## Submitted Public Comments

The following public comments were submitted during the public review and comment period via online or by mail. Public comments received during public meetings are available in the meeting minutes and recordings.

### Submitted public comments

#### **Keith Krieger – Online – 12/5/2022**

The projects in the FDOT Work Program are developed through comprehensive coordination with the Palm Beach Transportation Planning Agency.

Palm Beach County has a legitimate interest in a fair and reasonable return on its revenue contributions.

The FDOT Work Program identifies funding for BOTH:

1. The engineering design  
and
2. The physical construction

Such that, in addition to the physical construction, Palm Beach County also has a legitimate interest in the engineering design services.

So my question is – why are SO MANY of the FDOT Work Program projects in Palm Beach County being designed by engineering companies which are far away in Miami-Dade County?

The FDOT criteria for selecting an engineer notes that the PROXIMITY of the engineer adds value to the quality and efficiency of the project.

Despite their own criteria, FDOT procurement records reveal that:

- A. 57% of the FDOT projects in the 300 miles from Key West to Vero Beach are being designed in Miami-Dade County
- B. Engineering companies from Miami (and Fort Lauderdale) are designing most of the FDOT projects in Palm Beach County

The FDOT is aware of this inequity, but has yet to explain.

And with the cost of living in Miami-Dade County being 13% higher, the FDOT is knowingly paying a 13% premium for our projects in Palm Beach County to be designed from far away.

Why are so few of the FDOT engineering design contracts being awarded to the engineering companies here in Palm Beach County?



# Florida's Turnpike Enterprise

## Tentative Five-Year Work Program - FY 2024 through FY 2028

### Summary of Projects






#### FDOT District Four



# 2.C.3

## DISTRICT FOUR PROJECT OVERVIEW

In FY 2022 and FY 2023, Florida's Turnpike Enterprise continued or initiated funding construction of various transportation infrastructure improvements in FDOT District Four, totaling over \$187 million. Major projects include:

Project Type	Facility	Location	FPN
 Interchange	Turnpike Mainline / SR 91	Coconut Creek Parkway / ML King Boulevard (MP 67)	449692-1
 Interchange	Turnpike Mainline / SR 91	Sample Road / SR 838 (MP 69)	444301-1
 Interchange	Sawgrass Expressway / SR 869	Atlantic Boulevard / SR 814 (MP 8)	443956-1
 Resurfacing	Turnpike Mainline / SR 91	MP 47.2 to MP 47.9	437990-1,-3
		MP 57.3 to MP 65.2	442061-1,-2
		MP 65.2 to MP 71.0 *Includes extension of the southbound on-ramp auxiliary lane from the Sawgrass Expressway / SR 869 to the Turnpike Mainline / SR 91 (MP 70.7 to MP 71.2)	446024-1,-2 *437224-3
		MP 112.212 to MP 117.843	442624-1,-2
 Widening / Bridge Replacement	Beeline Highway / SR 710	Northlake Boulevard to Blue Heron Boulevard	419251-1

Florida's Turnpike Enterprise continues to make significant project investments in FDOT District Four. In FY 2024 through FY 2028, Turnpike projects with construction funding total over \$2.6 billion within Broward, Indian River, Martin, Palm Beach, and St Lucie Counties. This amount includes funding for minor projects that cross into other FDOT districts.

The following summarizes project phase information that is referenced in subsequent project tables.

Phase	Funding Code
ENV Environmental	C2, C8
PE Preliminary Engineering	31, 32
ROW Right of Way	41, 43, 45, 4B
RRU Railroad and Utilities	56, 57
CST Construction	52, 53, 54, 58, 61, 62
DSB Design Build	52, 53, 54, 58, 61, 62





# Florida's Turnpike Enterprise Tentative Five-Year Work Program - FY 2024 through FY 2028 Summary of Projects FDOT District Four



## Summary of Major Project Funding by Project Type

The table below summarizes the funding programmed for the major Turnpike projects in the Tentative Five-Year Work Program (FY 2024 through FY 2028) that are located in FDOT District Four.

Project Type	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Add Lanes & Reconstruction	\$525,358,000	\$699,074,000	\$608,453,000	\$218,348,000	\$235,559,000	\$2,286,792,000
Interchange Improvements	\$10,114,000	\$6,500,000	\$10,694,000	\$12,853,000	\$0	\$40,161,000
New Road Construction	\$0	\$95,315,000	\$0	\$0	\$0	\$95,315,000
Resurfacing	\$42,227,000	\$0	\$15,659,000	\$0	\$0	\$57,886,000
Other	\$132,539,000	\$20,972,000	\$0	\$0	\$0	\$153,511,000
Major Projects Total	\$710,238,000	\$821,861,000	\$634,806,000	\$231,201,000	\$235,559,000	\$2,633,665,000

## Summary of Major Projects by County

The major Turnpike project expenditures by county in the Tentative Five-Year Work Program are shown in the following table.

County	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Broward	\$308,749,000	\$422,911,000	\$476,324,000	\$651,000	\$7,365,000	\$1,216,000,000
Palm Beach	\$372,800,000	\$372,478,000	\$158,482,000	\$217,697,000	\$228,194,000	\$1,349,651,000
Martin	\$0	\$20,972,000	\$0	\$0	\$0	\$20,972,000
St Lucie	\$12,095,000	\$5,500,000	\$0	\$12,853,000	\$0	\$30,448,000
Indian River	\$16,594,000	\$0	\$0	\$0	\$0	\$16,594,000
Total	\$710,238,000	\$821,861,000	\$634,806,000	\$231,201,000	\$235,559,000	\$2,633,665,000



# Florida's Turnpike Enterprise Tentative Five-Year Work Program - FY 2024 through FY 2028 Summary of Projects FDOT District Four



## Palm Beach County Projects



### **TSM&O / Add Auxiliary Lanes from Broward / Palm Beach County Line (MP 73.1) to North of Glades Road / SR 808 (MP 76.4)** **FPN: 418214-5**

The Transportation Systems Management & Operations (TSM&O) project converts a portion of the shoulder along with minor widening to add auxiliary lanes to a segment of the Turnpike Mainline / SR 91 from the Broward / Palm Beach County Line to north of Glades Road / SR 808. The project will increase the number of lanes from six to eight and will include one auxiliary lane in each direction. The project goes with 415927-4 in Broward County.

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$0	\$50,000	\$0	\$0	\$0	\$50,000
CST	\$3,000	\$89,471,000	\$0	\$0	\$20,000	\$89,494,000
<b>Total</b>	<b>\$3,000</b>	<b>\$89,521,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$89,544,000</b>



### **Widen the Turnpike Mainline / SR 91 from North of Glades Road / SR 808 (MP 76.8) to North of the L-38 Canal (MP 80.2)** **FPN: 417132-1**

The project widens a segment of the Turnpike Mainline / SR 91 from north of Glades Road / SR 808 to north of the L-38 Canal. The widening will increase the number of travel lanes from six to ten. The project also includes replacement of the Yamato Road bridges (MP 77.7), widening the bridge over Clint Moore Road (MP 78.7), replacement of the bridge over L-38 Canal (MP 79.7), milling and resurfacing, noise barriers, roadway lighting, and signing and pavement markings.

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$0	\$25,000	\$0	\$25,000	\$0	\$50,000
PE	\$6,489,000	\$0	\$0	\$0	\$0	\$6,489,000
ROW	\$101,000	\$0	\$721,000	\$0	\$0	\$822,000
CST	\$0	\$0	\$0	\$215,922,000	\$0	\$215,922,000
<b>Total</b>	<b>\$6,590,000</b>	<b>\$25,000</b>	<b>\$721,000</b>	<b>\$215,947,000</b>	<b>\$0</b>	<b>\$223,283,000</b>

- |                               |                     |  |
|-------------------------------|---------------------|--|
| Interchange Project           | Partnership Project | Add Lanes Project - Mainline Initiative                          |
| New Road Construction Project | Resurfacing Project | Transportation Systems Management and Operations (TSM&O) Project |
| Other Turnpike Project        | Add Lanes Project   |  |



# Florida's Turnpike Enterprise

## Tentative Five-Year Work Program - FY 2024 through FY 2028

### Summary of Projects

#### FDOT District Four



### Drainage Improvements along the Turnpike Mainline / SR 91 from North of Glades Road / SR 808 (MP 76.8) to North of Atlantic Avenue / SR 806 (MP 81.9) FPN: 417132-5

The proposed improvements consist of stabilizing the Lake Worth Drainage District E-2W canal bank to support the future widening of the Turnpike Mainline / SR 91 (FPN: 417132-1). A bulkhead wall on the west side of the Turnpike Mainline / SR 91 will be constructed from north of Glades Road / SR 808 to north of Atlantic Avenue / SR 806.

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
RRU	\$2,191,000	\$0	\$0	\$0	\$0	\$2,191,000
CST	\$100,409,000	\$0	\$0	\$0	\$0	\$100,409,000
Total	\$102,600,000	\$0	\$0	\$0	\$0	\$102,600,000



### TSM&O Interchange Improvements on the Turnpike Mainline / SR 91 at Boynton Beach Boulevard / SR 804 (MP 86) FPN: 437169-6

The project provides Transportation Systems Management & Operations (TSM&O) interchange improvements at Boynton Beach Boulevard / SR 804, particularly at the northbound ramp and ramp terminal. The improvements will include widening the northbound off-ramp to a dual exit ramp, extending the mainline auxiliary lane, adding turn lanes and storage lengths, signing and pavement markings, and signalization upgrades at the Boynton Beach Boulevard / SR 804 northbound ramp intersection.

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$10,000	\$0	\$0	\$0	\$0	\$10,000
CST	\$7,486,000	\$0	\$0	\$0	\$0	\$7,486,000
Total	\$7,496,000	\$0	\$0	\$0	\$0	\$7,496,000

- Interchange Project
- New Road Construction Project
- Other Turnpike Project

- Partnership Project
- Resurfacing Project
- Add Lanes Project

- Add Lanes Project - Mainline Initiative
- Transportation Systems Management and Operations (TSM&O) Project



# Florida's Turnpike Enterprise

## Tentative Five-Year Work Program - FY 2024 through FY 2028

### Summary of Projects

#### FDOT District Four



### West Palm Beach Service Plaza Parking Improvements (MP 94)

**FPN: 442625-1**

The project expands passenger car and truck parking at the West Palm Beach Service Plaza. The proposed concept will add approximately 26 northbound passenger car spaces, 23 southbound passenger car spaces, 17 truck parking spaces, and 2 tandem truck parking spaces. The number of additional parking spaces and other details will be confirmed during the design phase of the project. Work includes concrete pavement design, potential Turnpike Mainline / SR 91 off-ramp realignment, widening of the Turnpike Mainline / SR 91 for 1 mile in the northbound direction within the plaza limits, pond reconstruction, roadside ditch reconstruction, and lighting improvements at the plaza.

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$60,000	\$0	\$0	\$0	\$0	\$60,000
RRU	\$110,000	\$0	\$0	\$0	\$0	\$110,000
CST	\$29,769,000	\$0	\$0	\$0	\$0	\$29,769,000
<b>Total</b>	<b>\$29,939,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,939,000</b>



### Widen the Turnpike Mainline / SR 91 from the West Palm Beach Service Plaza (MP 94) to North of Southern Boulevard / US 98 / SR 80 (MP 98)

**FPN: 406143-5**

The project widens a segment of the Turnpike Mainline / SR 91 from the West Palm Beach Service Plaza to north of Southern Boulevard / US 98 / SR 80. The widening will increase the number of travel lanes from four to eight. Work includes pavement widening, reconstruction, milling and resurfacing, bridge improvements / replacements, stormwater drainage improvements, noise walls in qualifying areas, and interchange improvements at Southern Boulevard / US 98 / SR 80 (MP 97).

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$25,000	\$0	\$0	\$0	\$0	\$25,000
PE	\$1,400,000	\$0	\$0	\$0	\$0	\$1,400,000
RRU	\$1,800,000	\$0	\$0	\$0	\$0	\$1,800,000
CST	\$211,464,000	\$0	\$4,300,000	\$0	\$0	\$215,764,000
<b>Total</b>	<b>\$214,689,000</b>	<b>\$0</b>	<b>\$4,300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$218,989,000</b>



Interchange Project



New Road Construction Project



Other Turnpike Project



Partnership Project



Resurfacing Project



Add Lanes Project



Add Lanes Project - Mainline Initiative



Transportation Systems Management and Operations (TSM&O) Project



# Florida's Turnpike Enterprise

## Tentative Five-Year Work Program - FY 2024 through FY 2028

### Summary of Projects

#### FDOT District Four



### Widen the Turnpike Mainline / SR 91 from North of Southern Boulevard / US 98 / SR 80 (MP 98) to North of Okeechobee Boulevard / SR 704 (MP 101) FPN: 406143-8

The project widens a segment of the Turnpike Mainline / SR 91 from north of Southern Boulevard to north of Okeechobee Boulevard / SR 704. The widening will increase the number of travel lanes from four to eight. Work includes pavement widening, reconstruction, milling and resurfacing, bridge improvements / replacements, stormwater drainage improvements, noise walls in qualifying areas, and interchange improvements at Jog Road (MP 98) and Okeechobee Boulevard / SR 704 (MP 99).

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$200,000	\$0	\$0	\$0	\$0	\$200,000
CST	\$0	\$281,721,000	\$0	\$1,750,000	\$0	\$283,471,000
Total	\$200,000	\$281,721,000	\$0	\$1,750,000	\$0	\$283,671,000



### Widen the Turnpike Mainline / SR 91 from North of Okeechobee Boulevard / SR 704 (MP 101) to Beeline Highway / SR 710 (MP 107) FPN: 406143-6

The project widens a segment of the Turnpike Mainline / SR 91 from north of Okeechobee Boulevard / SR 704 to Beeline Highway / SR 710. The widening will increase the number of travel lanes from four to eight. Work includes pavement widening, reconstruction, milling and resurfacing, bridge improvements / replacements, stormwater drainage improvements, and noise walls in qualifying areas.

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
PE	\$9,282,000	\$600,000	\$0	\$0	\$0	\$9,882,000
CST	\$0	\$11,000	\$141,230,000	\$0	\$1,830,000	\$143,071,000
Total	\$10,282,000	\$611,000	\$141,230,000	\$0	\$1,830,000	\$153,953,000

- Interchange Project
- New Road Construction Project
- Other Turnpike Project
- Partnership Project
- Resurfacing Project
- Add Lanes Project
- Add Lanes Project - Mainline Initiative
- Transportation Systems Management and Operations (TSM&O) Project





# Florida's Turnpike Enterprise

## Tentative Five-Year Work Program - FY 2024 through FY 2028

### Summary of Projects

#### FDOT District Four



### Widen the Turnpike Mainline / SR 91 from Beeline Highway / SR 710 (MP 107) to PGA Boulevard / SR 786 (MP 109)

**FPN: 415748-1**

The project widens a segment of the Turnpike Mainline / SR 91 from Beeline Highway / SR 710 to PGA Boulevard / SR 786. The widening will increase the number of travel lanes from four to eight. Work includes pavement widening, reconstruction, milling and resurfacing, bridge improvements / replacements at Beeline Highway / SR 710, Northlake Boulevard (MP 107.1), and PGA Boulevard / SR 786, stormwater drainage improvements, noise walls in qualifying areas, and interchange improvements at Beeline Highway / SR 710 (MP 107) and PGA Boulevard / SR 786 (MP 109).

Phase	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
ENV	\$0	\$0	\$30,000	\$0	\$0	\$30,000
PE	\$1,000,000	\$600,000	\$0	\$0	\$0	\$1,600,000
ROW	\$0	\$0	\$6,701,000	\$0	\$46,000	\$6,747,000
RRU	\$0	\$0	\$5,500,000	\$0	\$0	\$5,500,000
CST	\$1,000	\$0	\$0	\$0	\$226,298,000	\$226,299,000
<b>Total</b>	<b>\$1,001,000</b>	<b>\$600,000</b>	<b>\$12,231,000</b>	<b>\$0</b>	<b>\$226,344,000</b>	<b>\$240,176,000</b>

- Interchange Project
- New Road Construction Project
- Other Turnpike Project
- Partnership Project
- Resurfacing Project
- Add Lanes Project
- Add Lanes Project - Mainline Initiative
- Transportation Systems Management and Operations (TSM&O) Project



# Florida's Turnpike Enterprise Tentative Five-Year Work Program - FY 2024 through FY 2028 Summary of Projects FDOT District Four



## Summary of Minor Project Funding by Project Type

Minor projects may include bridge paintings / rehabilitations, intelligent transportation systems (ITS) upgrades, signing and pavement marking improvements, guardrail / safety improvements, landscaping, and other miscellaneous types. The table below summarizes the funding programmed for minor projects for Turnpike facilities throughout FDOT District Four.

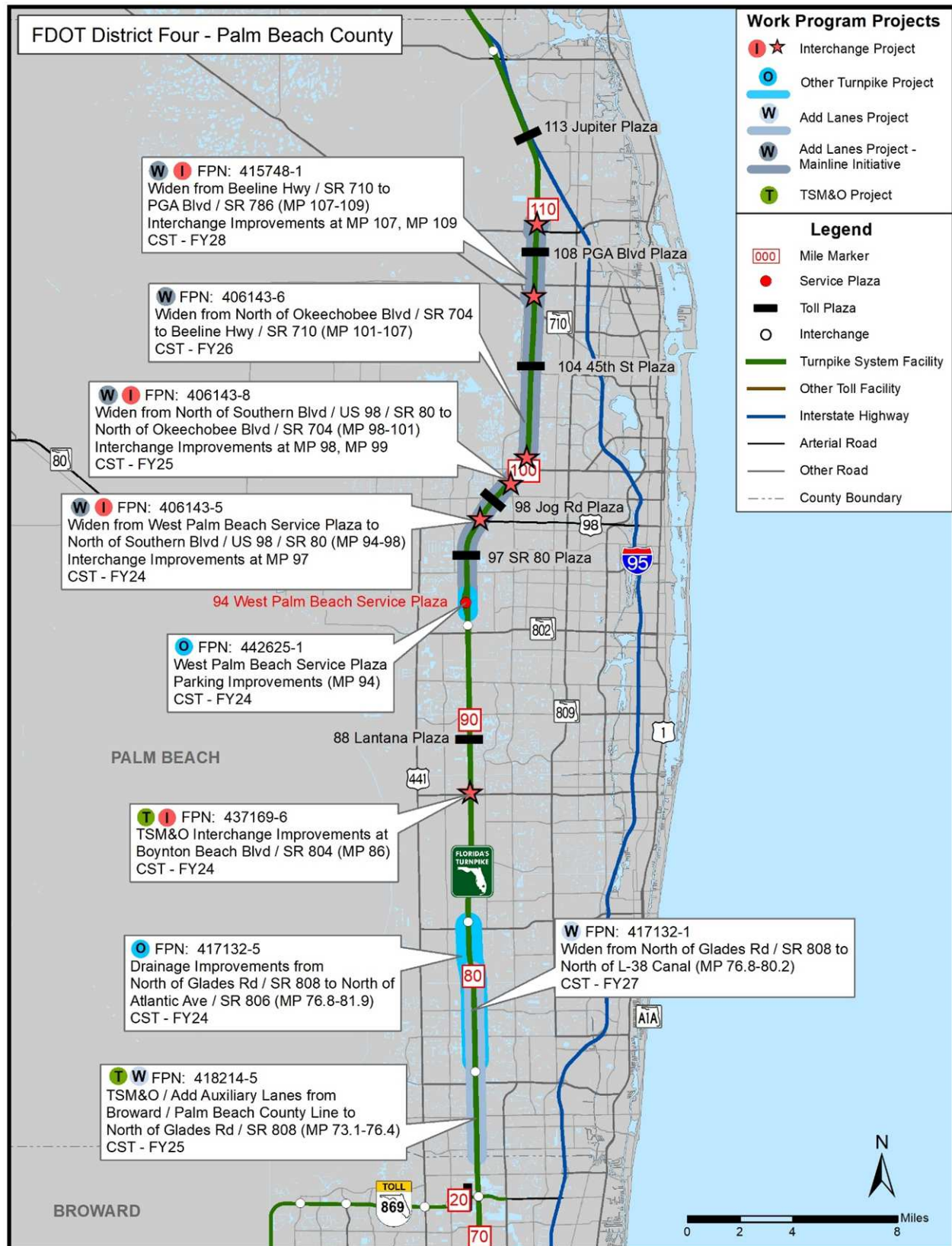
Project Type	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Bridge Paintings / Rehab	\$7,172,000	\$4,426,000	\$0	\$0	\$0	\$11,598,000
ITS Upgrades	\$1,007,000	\$0	\$0	\$0	\$0	\$1,007,000
Miscellaneous	\$1,549,000	\$30,000	\$0	\$0	\$0	\$1,579,000
Minor Projects Total	\$9,728,000	\$4,456,000	\$0	\$0	\$0	\$14,184,000

## Summary of All Project Funding with Construction in the Tentative Five-Year Work Program

Projects	Fiscal Year					5 Year Total
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Minor Projects Total	\$9,728,000	\$4,456,000	\$0	\$0	\$0	\$14,184,000
Major Projects Total	\$710,238,000	\$821,861,000	\$634,806,000	\$231,201,000	\$235,559,000	\$2,633,665,000
Total	\$719,966,000	\$826,317,000	\$634,806,000	\$231,201,000	\$235,559,000	\$2,647,849,000



# Florida's Turnpike Enterprise Tentative Five-Year Work Program - FY 2024 through FY 2028 Summary of Projects FDOT District Four







# Florida's Turnpike Enterprise

## Tentative Five-Year Work Program - FY 2024 through FY 2028


### Summary of Projects

#### FDOT District Four



## Project Development and Environment (PDE), Preliminary Engineering (PE), and / or Right of Way (ROW) Projects

The table below provides a summary of the projects in FDOT District Four that have funding for Project Development and Environment (PDE – Phase 22), Preliminary Engineering (PE – Phase 32), and / or Right of Way (ROW – Phase 43), but are not currently funded for construction in the Tentative Five-Year Work Program (FY 2024 through FY 2028). The projects listed below are not included in the previous funding tables or maps.

FPN	County	Project Type	Location / Limits	Phase	FY	Funding
443882-4	Broward	 Other	Thru Lanes Implementation on Turnpike Mainline / SR 821 (MP 40.2 to MP 47)	PE	2024	\$200,000
449709-1	Broward	 Add Lanes	Widen Turnpike Mainline / SR 91 from North of Turnpike Mainline / SR 821 to North of I-595 (MP 47.5 to MP 54.5)	PDE	2028	\$4,500,000
452075-2	Broward	 Interchange	New Interchange on Turnpike Mainline / SR 91 at Oakland Park Boulevard (MP 61)	PE	2025	\$12,080,000
452076-1	Broward	 Add Lanes	Widen Turnpike Mainline / SR 91 from South of Commercial Boulevard / SR 870 To Atlantic Boulevard / SR 814 (MP 62 to MP 66)	PE	2027	\$13,860,000
				ROW	2028	\$1,400,000
452077-1	Broward	 Add Lanes	Widen Turnpike Mainline / SR 91 from Atlantic Boulevard / SR 814 to North of Sample Road / SR 834 (MP 66 to MP 69)	PE	2026	\$26,820,000
452078-1	Broward	 Add Lanes	Widen Turnpike Mainline / SR 91 from North of Sample Road / SR 834 to Wiles Road (MP 69 to MP 70)	PE	2025	\$1,710,000
452114-1	Broward	 Add Lanes	Widen Turnpike Mainline / SR 91 from Wiles Road to Broward / Palm Beach County Line (MP 70 to MP 73)	PE	2027	\$7,300,000
447716-2	Broward / Palm Beach	 Add Lanes	Widen Turnpike Mainline / SR 91 from North of Sawgrass Expressway / SR 869 to North of Glades Road / SR 808 (MP 71.5 to MP 77)	PDE	2028	\$5,000,000
417132-4	Palm Beach	 Add Lanes	Widen Turnpike Mainline / SR 91 from North of L-38 Canal to North of Atlantic Avenue / SR 806 (MP 80.2 to MP 82.6)	PE	2027	\$3,758,000
437169-1	Palm Beach	 Add Lanes	Widen Turnpike Mainline / SR 91 from North of Atlantic Avenue / SR 806 to North of L-30 Canal (MP 82.6 to MP 85.3)	PE	2027	\$2,747,000
				ROW	2026	\$10,000
439741-1	Palm Beach	 Interchange	New Interchange on Turnpike Mainline / SR 91 at Hypoluxo Road (MP 90)	PDE	2026	\$2,000,000



# Florida's Turnpike Enterprise

## Tentative Five-Year Work Program - FY 2024 through FY 2028

### Summary of Projects

#### FDOT District Four



FPN	County	Project Type	Location / Limits	Phase	FY	Funding
446218-1	Palm Beach	Add Lanes Mainline Initiative	Widen Turnpike Mainline / SR 91 from Jupiter / SR 706 to Palm Beach / Martin County Line (MP 117 to MP 117.7)	PE	2025	\$2,007,000
446332-1 446219-1	Martin	Add Lanes Mainline Initiative	Widen Turnpike Mainline / SR 91 from Palm Beach / Martin County Line to Thomas B Manuel Bridge (MP 117.7 to MP 131)	PE	2025	\$25,311,000
446165-1	Martin	Interchange	Interchange Improvements on Turnpike Mainline / SR 91 at Stuart / SR 714 (MP 133)	PE	2024	\$8,388,000
446333-1	Martin	Add Lanes Mainline Initiative	Widen Turnpike Mainline / SR 91 from North of Stuart / SR 714 to Martin / St Lucie County Line (MP 134.5 to MP 138.08)	PE	2024	\$10,700,000
446334-1	St Lucie	Add Lanes Mainline Initiative	Widen Turnpike Mainline / SR 91 from Martin / St Lucie County Line to North of Becker Road (MP 138.08 to MP 138.5)	PE	2024	\$4,555,000
				ROW	2026	\$425,000
446335-1	St Lucie	Add Lanes Mainline Initiative	Widen Turnpike Mainline / SR 91 from North of Becker Road to Crosstown Parkway (MP 138.5 to MP 144.58)	PE	2024	\$11,437,000
446220-1	St Lucie	Interchange	Interchange Improvements on Turnpike Mainline / SR 91 at Port St Lucie / SR 716 (MP 142)	PE	2025	\$4,302,000
446583-1	St Lucie	Add Lanes Mainline Initiative	Widen Turnpike Mainline / SR 91 from Crosstown Parkway to Ft Pierce / SR 70 (MP 144.58 to MP 153.19)	PE	2026	\$18,660,000
446580-1	St Lucie	Interchange	Interchange Improvements on Turnpike Mainline / SR 91 at Ft Pierce / SR 70 (MP 152)	PE	2026	\$2,644,000
437224-1	Broward	Add Lanes	Widen Sawgrass Expressway / SR 869 from US 441 to Powerline Road (MP 18.4 to MP 22)	PE	2024-25	\$15,900,000

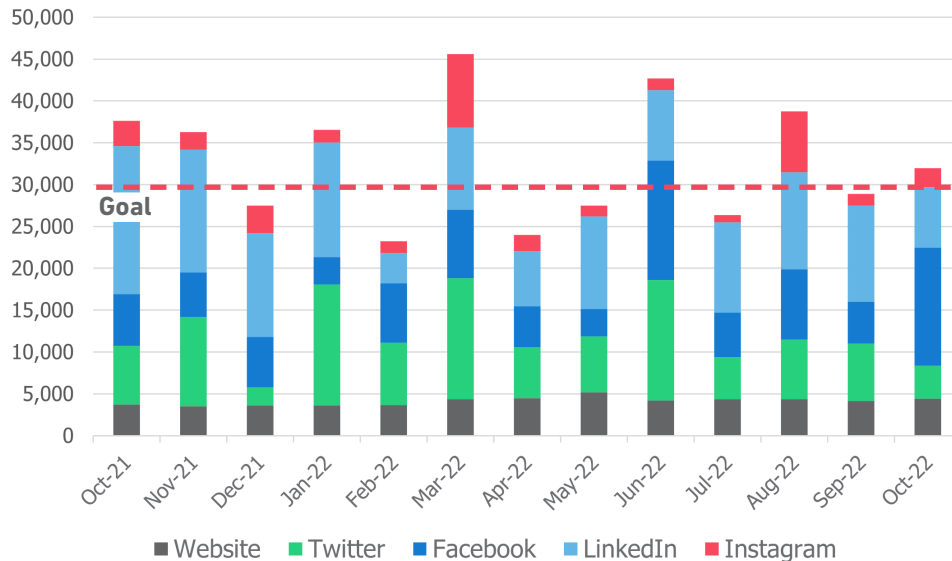
# Public Involvement Activity Report

October 2022

4.A.1

## FY 22 Strategic Plan Goal 1.B Increase Social Media Engagement

### Social Media Impressions



## FY 22 Strategic Plan Goal 1.D: Increase public awareness of the TPA Goal: 75 TPA-related media stories Current: 35 TPA-related media stories

### Total October Media Coverage

**Audience:** Represents the number of people who likely viewed a story.

**Publicity Value:** Represents the cost to advertise during that specific time, program and/or platform multiplied by the number of people who viewed the story.



**Total National TV Audience**  
135,781

**Total National TV Publicity**  
USD \$38,704

**Total Local TV Audience**  
135,781

**Total Local TV Publicity**  
USD \$38,704

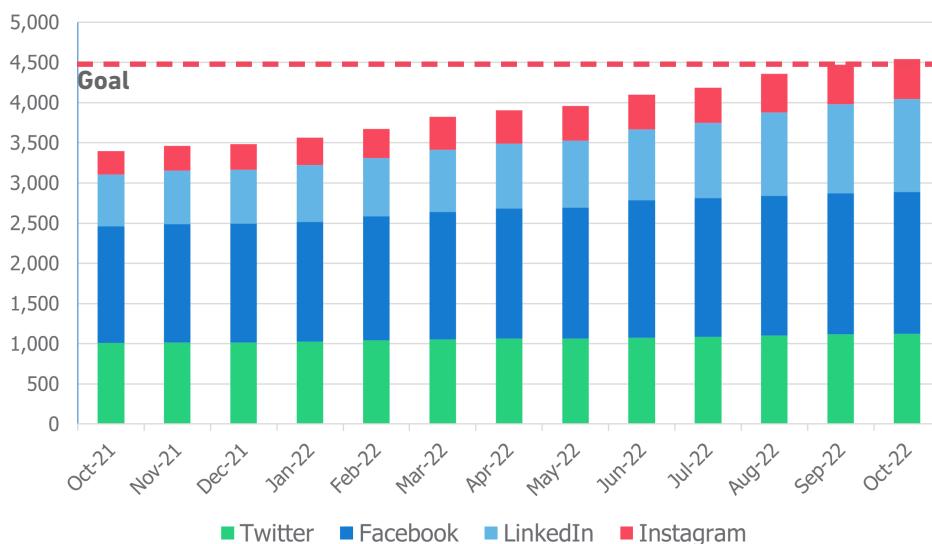


**Total Online News Audience**  
84,400

**Total Online News Publicity**  
USD \$7,960

## FY 22 Strategic Plan Goal 1.B Increase Social Media Engagement

### Social Media Followers



[View this month's media report](#)

**WPBF: National Walk & Roll to School Day**

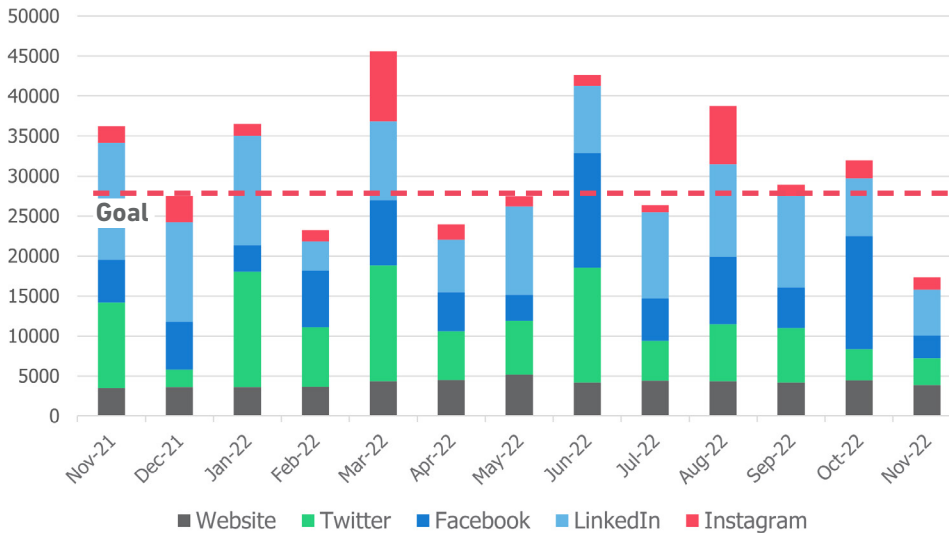


# Public Involvement Activity Report

## November 2022

### FY 22 Strategic Plan Goal 1.B Increase Social Media Engagement

#### Social Media Impressions



### FY 22 Strategic Plan Goal 1.D: Increase public awareness of the TPA Goal: 75 TPA-related media stories Current: 39 TPA-related media stories

#### Total November Media Coverage

**Audience:** Represents the number of people who likely viewed a story.

**Publicity Value:** Represents the cost to advertise during that specific time, program and/or platform multiplied by the number of people who viewed the story.



#### Total Online + Print Audience

88,231

#### Total Online + Print Publicity

USD \$433

#### [View this month's media report](#)

### Palm Beach Post: Okeechobee Blvd. Traffic

#### 'I curse it every time': What can be done to relieve the worsening Okeechobee Blvd. traffic mess?

Larry Keller Special to The Post

Published 5:00 a.m. ET Nov. 14, 2022 | Updated 9:21 p.m. ET Nov. 14, 2022

[Hear this story](#) [View Comments](#) [f](#) [t](#) [e](#) [r](#)

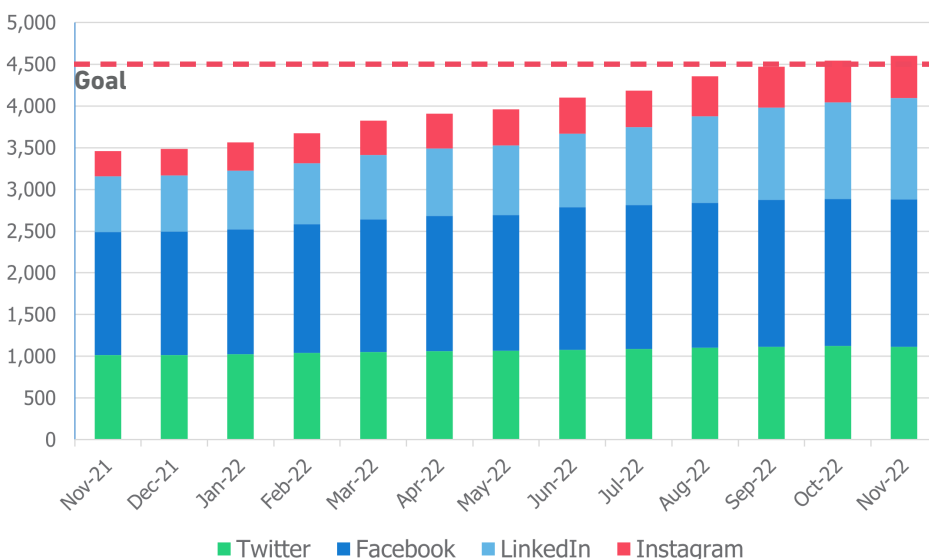


Cars traveling eastbound on Okeechobee Boulevard near the intersection with Parker Avenue are seen Monday, October 10, 2022, in downtown West Palm Beach, FL. ANDRES LEIVA/THE PALM BEACH POST

TPA Executive Director, Valerie Neilson, was interviewed by the Palm Beach Post about the agency's continuous work to identify multimodal transportation opportunities along the Okeechobee Blvd. corridor to alleviate traffic and promote transit oriented development.

### FY 22 Strategic Plan Goal 1.B Increase Social Media Engagement

#### Social Media Followers







# PEDESTRIAN & BICYCLE QUARTERLY CRASH REPORT



## Quarter 2 (Q2) Crash Analysis

The Palm Beach Transportation Planning Agency (TPA) has adopted Vision Zero – a goal to eliminate all traffic-related fatalities and serious injuries (also referred to as “Incapacitating Injuries”) in Palm Beach County. One emphasis area of the Vision Zero Action Plan places emphasis on some of the most vulnerable and disproportionately impacted roadway users: pedestrians and bicyclists.

The TPA’s Vision Zero Action Plan (VZAP) Culture Action 3.1 requires the agency to create a quarterly summary of crashes involving a pedestrian or bicyclist to provide understandable information to the public and stakeholders. This policy requires the TPA to provide observations and actions related to fatal crashes within the planning area. Serious injury crashes have been included starting in the second quarter of 2022.

An annual report is published in June of every year providing an overview of the progress towards the goal of zero fatalities and serious injuries on our roadways by 2030. The annual report includes information related to crash trends, research and feedback for future analysis by stakeholders and partners.

### Crash Trends to Watch

- This quarter reflects the typical end of the seasonal population swell that occurs between Winter and Spring in Florida, a decrease in crashes is expected during this timeframe based on established crash trends.
- April 1 to June 30 (Q2, 2022) had a total of 39 crashes, a decrease of 23 crashes from Q1.
- Lane departure crashes remained the same from Q1 while other roadway conditions decreased. Mid-block intersections increased by one crash for bicyclists at intersections.
- Distracted driving crashes remains the highest of all human behavior, but lower than Q1—as well as aging drivers for socioeconomic conditions.
- 22 out of the 35 mapped crashes were on the Palm Beach TPA’s High Injury Network (HIN).
- A strong concentration of crashes were located in the medium to very high on the high area of the Traditionally Underserved Index in Central Palm Beach County.



## Report Alignment

### A. FDOT Strategic Highway Safety Plan (SHSP)

The SHSP is a statewide safety plan developed by FDOT and its safety partners as a framework for eliminating fatalities and serious injuries on all public roads. This framework is the guide for how Florida's traffic safety partners will move toward the vision of a fatality-free transportation system during the next five years. To achieve this vision, this SHSP affirms the target of zero traffic fatalities and serious injuries.

### B. FDOT Pedestrian and Bicycle Safety Plan

This Pedestrian and Bicycle Strategic Safety Plan (PBSSP) advances this safety vision by supporting the safety of people walking and biking and aligning with the principles set forth by the Pedestrian and Bicyclist Emphasis Area of the Strategic Highway Safety Plan (SHSP). The PBSSP is charged with implementing this plan and consists of federal, state and local safety partners, stakeholders, and safety advocates.

### C. Palm Beach County Local Road Safety Plan and Municipal Safety Plans

The Palm Beach County Local Road Safety Plan (LRSP) is a comprehensive plan that provides a framework for reducing the number of fatalities and serious injuries associated with crashes that occur on Palm Beach County's (hereafter, "the County's") roadway system. The information in this LRSP draws on best practices in safety planning from documents prepared by the Federal Highway Administration (FHWA), the American Association of State Highway and Transportation Officials, the National Cooperative Highway Research Program, the National Highway Traffic Safety Administration, as well as state and local safety partners. The LRSP supports statewide goals and priorities established in the Florida Strategic Highway Safety Plan (SHSP), including Florida's vision of "A Fatality Free Roadway System".

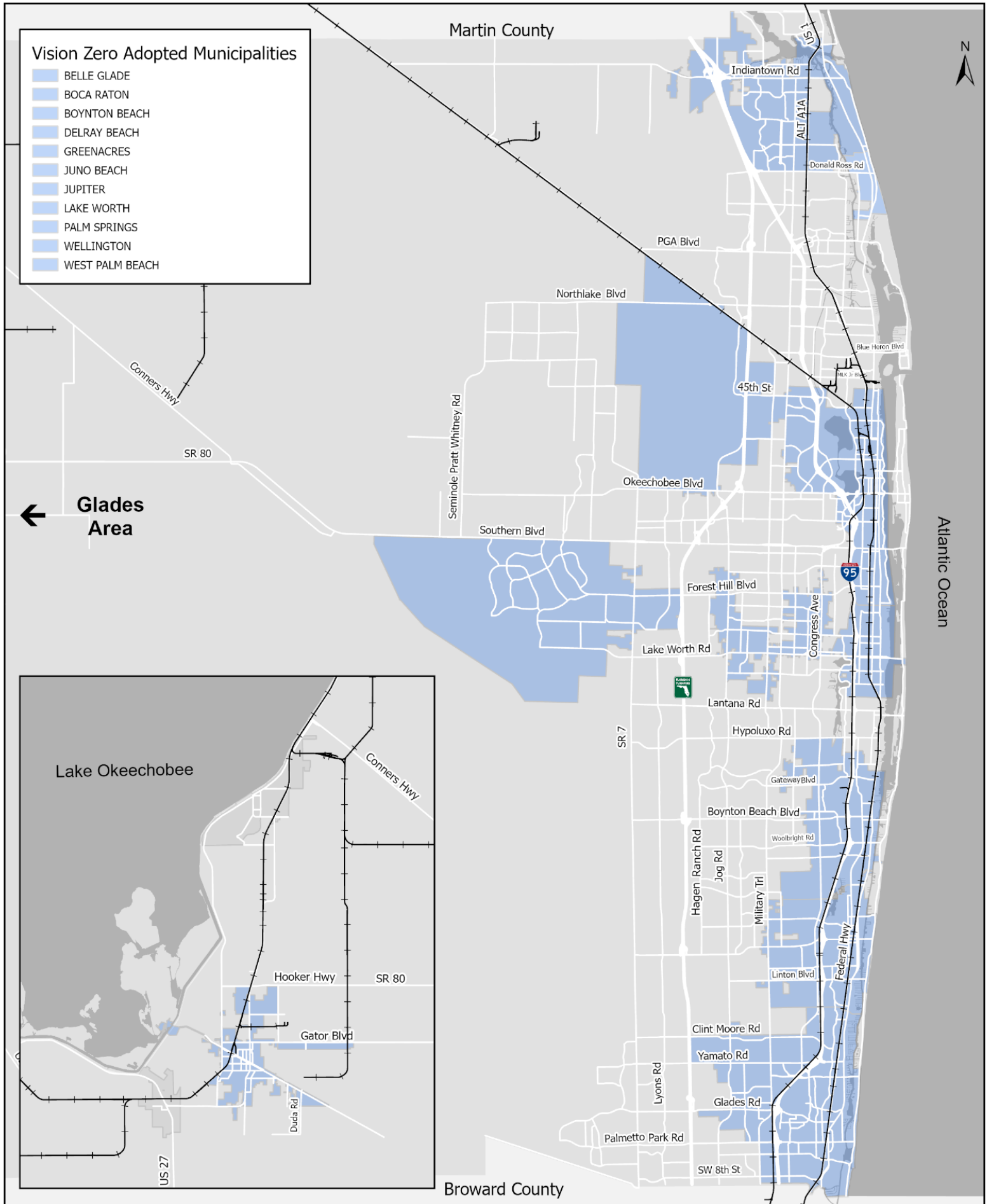
### D. Local Governments

To date, 11 Municipalities have adopted a Vision Zero Goal, including a target date to eliminate traffic fatalities and serious injuries. The map below indicates the agencies with an adopted Vision Zero Goal in Palm Beach County.





# Palm Beach County - Vision Zero Adopted Municipalities



Date: 10/25/2022



## Summary Table of Q2 Crashes

The table below displays a summary of crashes occurred in Quarter 2 from April 1<sup>st</sup> to June 30<sup>th</sup>, 2022.

Nearly half of the total crashes took place in the incorporated areas of the county, with a total of 15 crashes, whereas the unincorporated areas had a total of 14 crashes. There was a decrease in fatal crashes accounting for 30% of the total crashes from the previous quarter at 40%. Seasonal weather patterns and population movements in Florida can influence the number of people using streets and may coincide with crash frequency throughout a particular time of the year.

Pedestrian			Bicyclist		
Crash Report #	Jurisdiction	Crash Severity	Crash Report #	Jurisdiction	Crash Severity
25265089	Unincorporated	Serious Injury	25267288	Unincorporated	Serious Injury
24718625	Palm Beach Gardens	Serious Injury	25264796	Greenacres	Serious Injury
25265396	Lake Worth	Serious Injury	25265077	Unincorporated	Serious Injury
25266197	Unincorporated	Serious Injury	24603204	West Palm Beach	Serious Injury
25266417	Lake Worth	Serious Injury	25265895	Unincorporated	Serious Injury
25267347	Unincorporated	Serious Injury	25267216	Unincorporated	Serious Injury
25266786	Greenacres	Serious Injury	90107706	Palm Springs	Serious Injury
24603071	West Palm Beach	Serious Injury	25267253	Lake Park	Serious Injury
24603747	West Palm Beach	Serious Injury	25270195	Unincorporated	Serious Injury
25142053	Boca Raton	Serious Injury	25268927	Unincorporated	Fatality
24539189	Jupiter	Serious Injury			
25142258	Boca Raton	Serious Injury			



25142285	Boca Raton	Serious Injury	
25269264	Unincorporated	Serious Injury	
24603998	West Palm Beach	Serious Injury	
25269314	Lake Worth	Serious Injury	
25269711	Unincorporated	Serious Injury	
90107825	Palm Springs	Serious Injury	
24804373	Lake Worth	Fatality	
25264891	Belle Glade	Fatality	
25179951	Boynton Beach	Fatality	
25268062	Unincorporated	Fatality	
25268339	Lake Worth	Fatality	
88510846	Unincorporated	Fatality	
25265810	Belle Glade	Fatality	
25268897	West Palm Beach	Fatality	
24914678	Delray Beach	Fatality	
25268001	Unincorporated	Fatality	
24603994	West Palm Beach	Fatality	
<b>Total Mapped/Unmapped</b>		26/3	<b>Total Mapped/Unmapped</b> 9/1

\*Crash data pulled 9/2/2022



## Crash Trends Deep Dive

This deep dive aligns the FDOT's Florida Strategic Highway Safety Plan (SHSP) Emphasis Areas for crashes and the TPA's High Injury Network (HIN) considerations, and other trending topics to summarize the conditions in table. This information is useful when looking at long term crash trends to better determine when crash modification factors may necessitate changes to roadways.

The consecutive pages provide an analysis of Q2's crash conditions with the following three maps:

- **Pedestrian and Bicycle Crashes:** An overall analysis of the pedestrian and bicycle crashes occurred during the second quarter, broken down by crash severity.
- **Crashes on the High Injury Network within Palm Beach County:** An overlay of the crashes on the HIN within PBC. The corridors on the HIN were selected based on the roads with the most fatal and serious injuries, as identified on the TPA's 2021 Vision Zero Action Plan. The TPA's HIN has 20 identified intersections and approximately 50 corridors.
- **Crashes on the Traditionally Underserved Index:** An overlay of the crashes on the Traditionally Underserved Index. To maintain consistency with the TPA's 2021 Vision Zero Action Plan, an equity component was analyzed by prioritizing our traditionally underserved communities on areas where residents likely lack transportation access due to demographic conditions, low income, or a historical lack of services.

Moreover, FDOT conducted a review of Florida's traffic safety resources and analysis of crash data to identify the preeminent crash factors by emphasis area. The five emphasis areas identified on FDOT's SHSP are the following: Roadways, Road Users, User Behavior, Traffic Records and Information Systems, and Evolving emphasis areas. This report only includes the top three emphasis areas organized as such: Roadway, Human Behavior, and Socioeconomic Conditions. The TPA's determination for this selection was based on crash frequency and data availability.

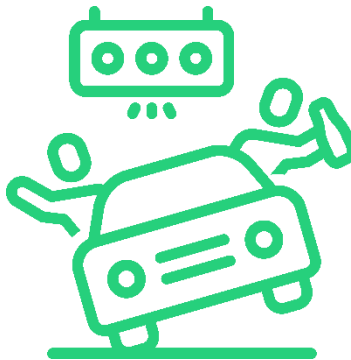
### ROADWAY

#### CONDITIONS



### HUMAN

#### BEHAVIOR

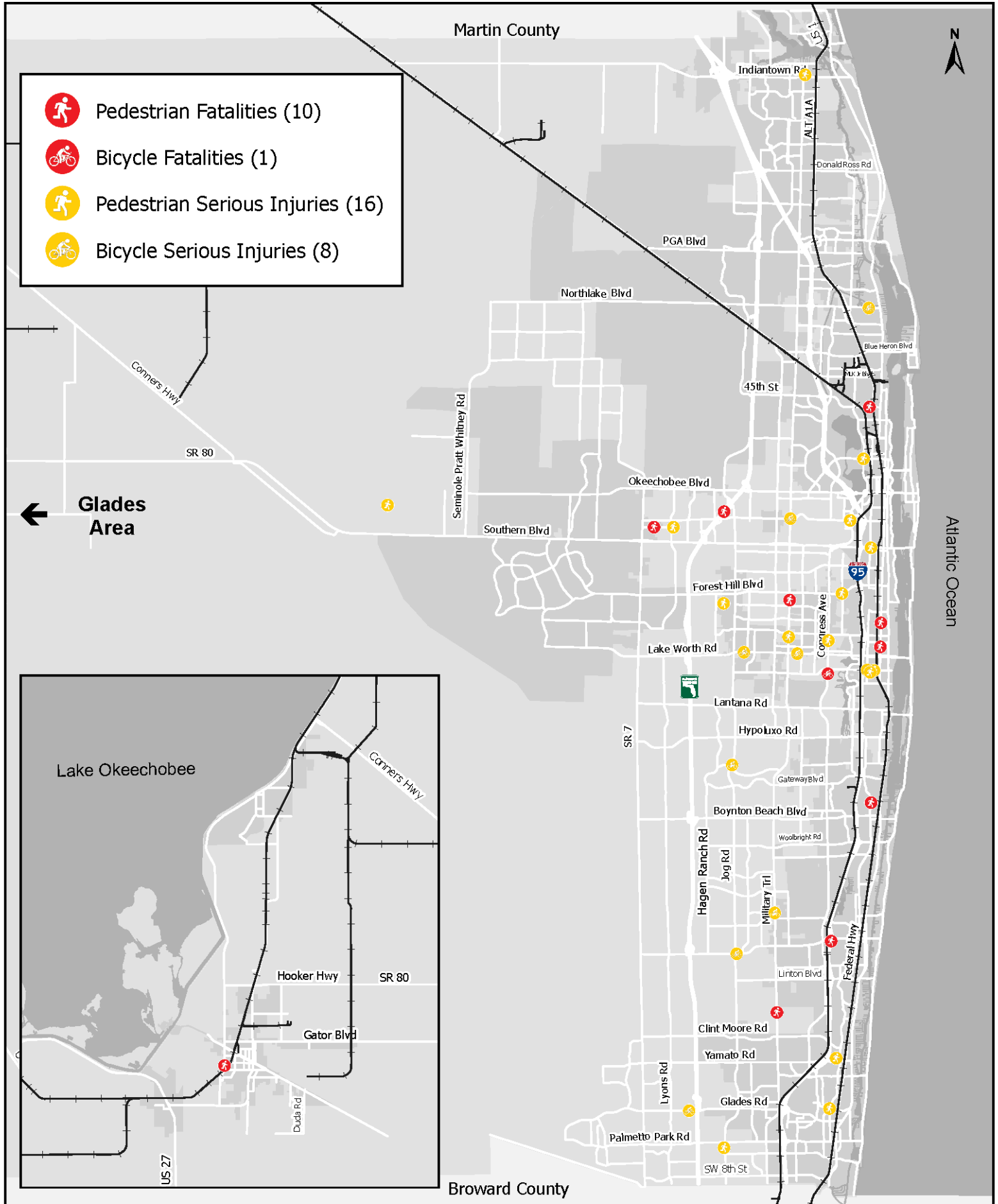


### SOCIOECONOMIC

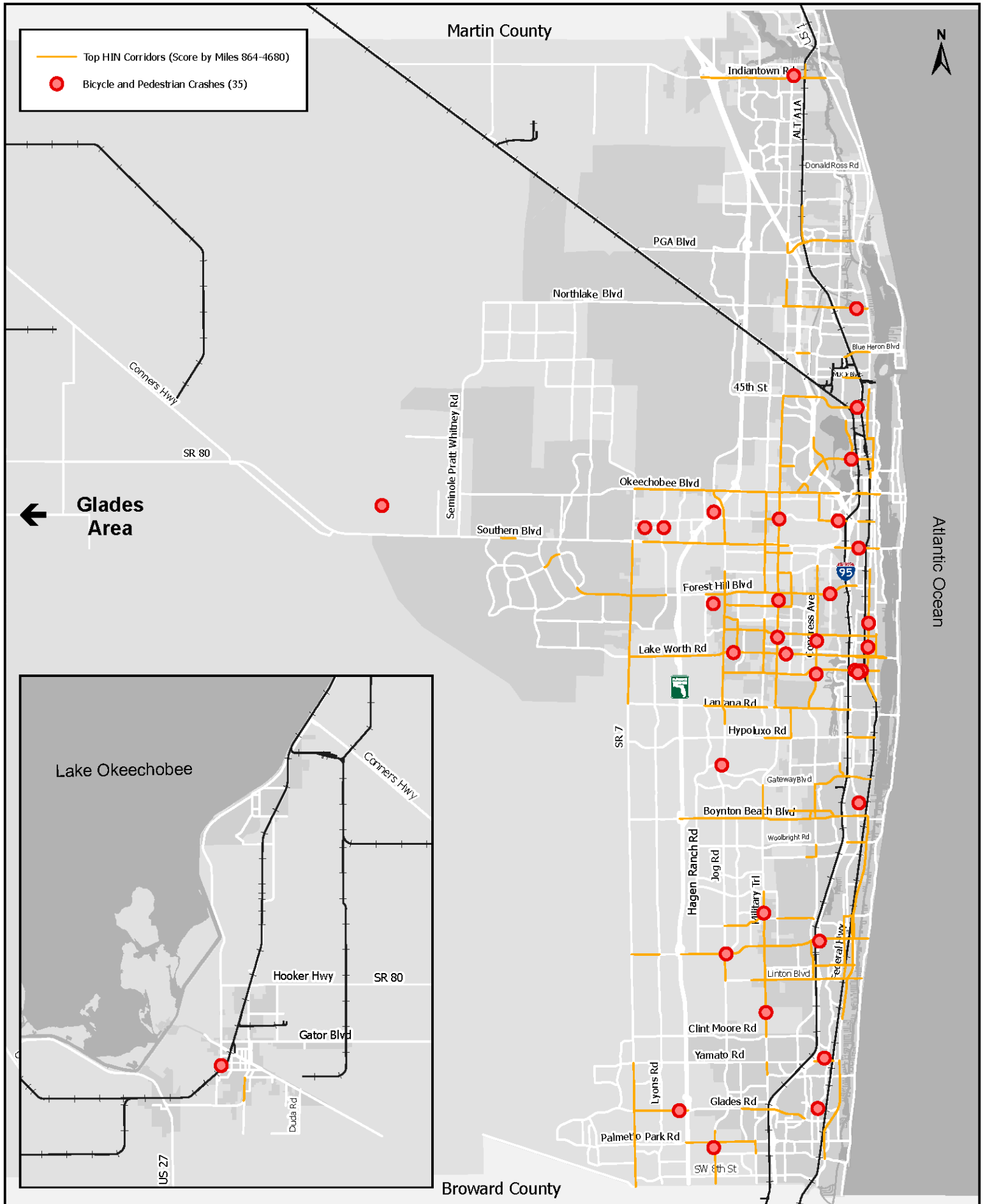
#### CONDITIONS



# Ped/Bike Crashes - Apr 1 to Jun 30, 2022



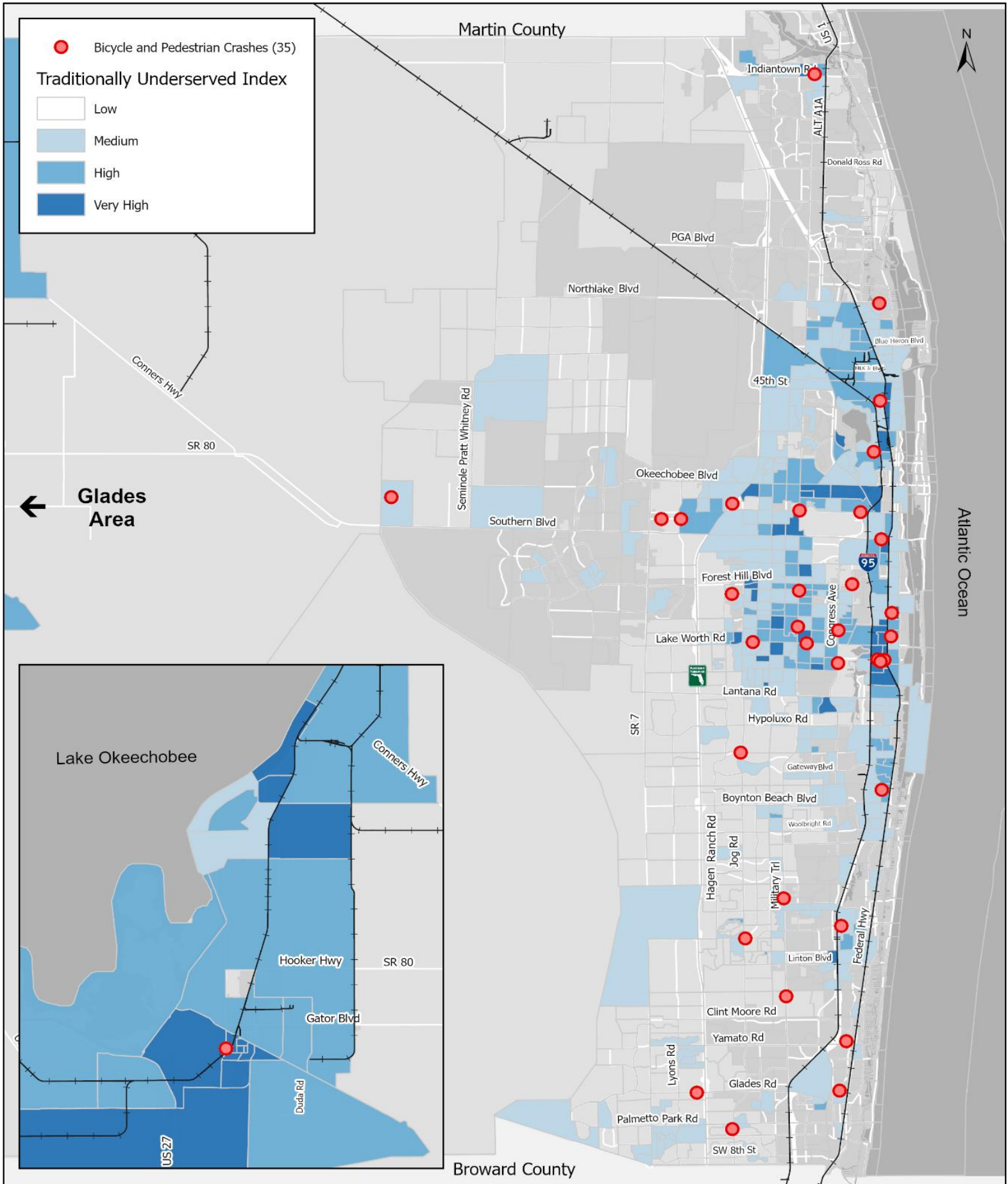
# Crashes on the High Injury Network within Palm Beach County



Date: 10/25/2022

Source: Signal Four Analytics

# Crashes on the Traditionally Underserved Index



Date: 10/25/2022

Source: Signal Four Analytics



## Roadway, Human Behavior, and Socioeconomic Conditions Analysis

	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
	Pedestrian	Bicyclist	Pedestrian	Bicyclist	Pedestrian	Bicyclist	Pedestrian	Bicyclist
<b>Total Crashes</b>	<b>48</b>	<b>14</b>	<b>29</b>	<b>10</b>				
Fatalities	20	5	11	1				
Serious Injuries	28	9	18	9				
<b>Roadway Conditions</b>								
<b>Posted Speed Limit</b>								
>30	13	3	8	3				
35-40	20	7	11	3				
45>	15	4	6	3				
<b>Intersections</b>								
Mid-Block	23	6	15	4				
Intersection	14	6	4	5				
<b>Number of Lanes</b>								
2 Lane	18	7	11	3				
3-4 Lane	14	6	6	1				
5 > Lane	16	1	7	5				
<b>Functional Classification</b>								
Major Arterial	14	2	6	8				
Minor Arterial	17	4	13	0				
Major Collector	6	7	4	0				
Minor Collector	6	1	2	1				
Local Road	5	0	1	0				
<b>Lane Departure</b>								
Crashes	5	1	5	1				
<b>Surface Conditions</b>								
Wet Road	5	0	5	0				
Dry Road	42	14	21	10				
<b>Lighting Conditions</b>								
Daytime	23	13	11	8				
Nighttime	25	1	18	2				
<b>Rail Crossings</b>								
Trespassers	4	0	0	0				
<b>Human Behaviors</b>								
Impaired Driving	4	1	1	0				
Distracted Driving	11	0	5	1				
Speeding and Aggressive Driving	0	0	2	1				
<b>Socioeconomic Conditions</b>								
Aging Driver	9	4	3	2				
Teen Driver	2	0	2	2				



## TPA Reporting

To track the progress made since updating the TPA's 2021 Vision Zero Action Plan, the following actions were applied during the second quarter to help reach our Vision Zero goal:

- Supported the adoption of the Town of Jupiter's Vision Zero Resolution to establish a commitment of the investment of projects that will help eliminate fatal and serious injuries.
- Hosted a virtual Vision Zero Workshop event to spread knowledge on best practices and funding opportunities to advance transportation safety in Palm Beach County.
- TPA staff participated in Vision Zero training webinars that focused on the following:
  - Exploring collaboration between businesses, organizations, and communities as they work together to save lives on our roadways.
  - Shifting to the Safe Systems Approach that anticipates human error and accommodates human injury tolerances with a goal of reducing fatal and serious injuries.
  - Getting to zero deaths by making every mode safe and accessible.

The TPA will continue to encourage agencies to develop comprehensive roadway safety action plans and utilize resources and grants available to develop such materials.





## Background Information and Sources

The TPA works collaboratively with Palm Beach County (County) and the Florida Department of Transportation (FDOT), as well as municipalities and other strategic partners to align strategies and funding within programs to eliminate crashes that result in a serious injury or fatality. This effort aligns the TPA's goals with those of others, identified below:

### Data Notes

The information contained within this report was downloaded from Signal Four Analytics – University of Florida GeoPlan and the Federal Railroad Administration Office of Safety Analysis data portal and reformatted for this analysis. Please note that the information provided within this report is preliminary and subject to change.

- Signal 4 Analytics: This web-based interactive tool allows government employees and consultants working on behalf of government agencies the ability to view crash reports, produce maps, and interact with data to analyze area trends. [S4Analytics \(signal4analytics.com\)](https://signal4analytics.com) More information on the data is available from the Signal 4 Analytics Data Dictionary. [S4 Data Dictionary.pdf \(signal4analytics.com\)](#). Data for this quarter was pulled September 2, 2022.
- US Department of Transportation: Federal Railroad Administration: This site shares railroad safety information including accident, incident, inventory, and highway-rail crossing data with the public. [FRA Safety Data & Reporting | FRA \(dot.gov\)](https://www.fra.dot.gov) Data for this quarter was pulled July 15, 2022.

\*Disclaimer: Every effort has been made to provide data that is current and accurate. All data is considered preliminary until the year is reconciled and closed out by the FLHSMV, and thus certain adjustments may be made to verify the data where clerical errors are noted. The following data was not included in Signal 4 Analytics and was obtained through other means.

- Posted Speed Limit: Posted speed limit data not included in Signal 4 Analytics. Data was obtained through individual crash reports.
- Functional Classification: Functional Classification data not included in Signal 4 Analytics. Additional spatial analysis was performed to obtain this data.



- Intersection – Mid-Block Crossing: Mid-Block Crossing data not included in Signal 4 Analytics.  
Data was obtained through individual crash reports and further analysis of conditions.

## Important Safety Contacts

### Palm Beach County

- Motasem Al-Turk, Division Manager  
Palm Beach County Traffic Division  
[malturk@pbcgov.org](mailto:malturk@pbcgov.org)  
(561) 684-4030
- Fadi Emil Nassar, Manager, Traffic  
Engineering Operations  
Palm Beach County Traffic Division  
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### FDOT District Four

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## Project Scheduling Report – December 2022

### Phases occurring within the next 90 days

#### Palm Beach TPA & FDOT District 4

# 4.A.3

The purpose of this report is to ensure stakeholders are aware of upcoming activities for each project to allow for increased input. The TPA has consolidated the FDOT report to focus on TPA priorities and scheduling activities that are occurring within the next 90 days. The full list of scheduling activities is described below.

Scheduled Activity	Description
Multimodal Scoping Checklist (MMS)	FDOT's Office of Modal Development (OMD) notifies impacted agencies to enter comments about the project scope. The local agency can confirm or discuss context class, minor comments about multimodal features.
Resolution from Agency (for Off-System Projects Only)	If an off-system project is administered by FDOT, the local agency's governing board must pass a resolution endorsing FDOT's delivery of the project.
Review of Scope with Agency	Meet with local agency to review and confirm scope prior to FDOT advertising for consultant acquisition.
Execution Date (Design)	FDOT Design starts.
Project Kickoff Meeting	FDOT Design Team coordinates with local agency. Contact the FDOT project manager for date/time/location of the meeting.
Initial Field Review	Field Review meeting. Typically occurs at the project site.
Initial Engineering	30% plans to reviewers. Stakeholders provide review and feedback on the approved Typical Section.
Public Information Workshop	FDOT conducts public information workshop.
Constructability Plans	60% plans to reviewers. At this time most of the Design is complete, no scope discussion, review focuses on items to be constructed, their construction impacts, and materials to be used.
Plans Specification and Estimates (PSE) Meeting	FDOT PM arranges field review with all reviewers to evaluate the final engineering plans with respect to actual field conditions.
Biddability Plans to Reviewers	90% plans. At this time, Design is complete. Verifying quantities and pay items.
Production	100% plans. Plans are complete.
Local Agency Program (LAP) Commitment	Agency and FDOT commits the project funds and budget to the Legislature and the Governor's office.
Letting	Bids are opened and the apparent low bid contract is determined. Construction typically begins 4 to 6 months after letting.
Construction Notice to Proceed (NTP)	Construction starts. Construction dates for FDOT administered projects can be found through the FDOT Operations Center.

For more information on a project, please contact the FDOT District 4 office at 954.486.1400 and ask to be transferred to the FDOT Project Manager for the specific project. For the FDOT copy of the report with the full project schedule, contact Larry Wallace at [larry.wallace@dot.state.fl.us](mailto:larry.wallace@dot.state.fl.us) or 954.777.4208.

Please note, the dates shown in this report are a snapshot and dates can change frequently. Updated reports are requested monthly from FDOT.

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
<b>SIS Capacity</b>					
4192511	BEELINE HWY/SR-710 FROM NORTHLAKE BLVD TO BLUE HERON BLVD/SR-708	ADD LANES & RECONSTRUCT	FDOT	Production	12/5/2022
4358041	I-95 AT BOYNTON BEACH BLVD/SR-804	INTERCHANGE - ADD LANES	FDOT	Public Information Workshop	1/9/2023
4127331	I-95 AT 10TH AVE N	INTERCHANGE - ADD LANES	FDOT	Initial Engineering	1/25/2023
4441211	I-95 AT BELVEDERE RD SB OFF RAMP	INTERCHANGE JUSTIFICA/MODIFICA	FDOT	Letting	2/3/2023
4378681	SOUTHERN BLVD/SR-80 AT SR-7/US-441	ADD TURN LANE(S)	FDOT	Public Information Workshop	2/7/2023
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HIGHWAY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Constructability Plans	2/20/2023
4369631	I-95 AT 6TH AVE S	INTERCHANGE - ADD LANES	FDOT	Letting	2/22/2023
<b>State Road Modifications</b>					
4400461	LAKE WORTH RD/SR-802 ROUNDABOUT PEDESTRIAN IMPROVEMENTS	PEDESTRIAN SAFETY IMPROVEMENT	FDOT	Production	12/5/2022
4383862	US-1 FROM 59TH ST TO NORTHLAKE BLVD	BIKE LANE/SIDEWALK	FDOT	Constructability Plans	12/19/2022
4405752	ATLANTIC AVE/SR-806 FROM EAST OF LYONS RD TO TURNPIKE	ADD LANES & RECONSTRUCT	FDOT	Initial Engineering	12/21/2022
4417561	SR-80 FROM SR 15 TO CR 880	LIGHTING	FDOT	Constructability Plans	12/27/2022
4383864	US-1 FROM PALMETTO PARK RD TO NORTHLAKE BLVD	PUBLIC TRANSPORTATION SHELTER	FDOT	Kickoff Meeting	12/30/2022
4440791	BOYNTON BEACH FROM I-95 TO US-1 AND NEARBY STREETS	BIKE LANE/SIDEWALK	FDOT	PSE Meeting	2/6/2023
4417561	SR-80 FROM SR 15 TO CR 880	LIGHTING	FDOT	Production	2/6/2023
4405755	ATLANTIC AVE/SR-806 FROM CUMBERLAND DR TO JOG RD	ADD LANES & RECONSTRUCT	FDOT	Resolution from Agency	2/17/2023
4405754	ATLANTIC AVE/SR-806 FROM FLORIDA'S TURNPIKE TO CUMBERLAND DR	ADD LANES & RECONSTRUCT	FDOT	Resolution from Agency	2/17/2023
<b>Local Initiatives Program</b>					
4415321	BARWICK RD FROM WEST ATLANTIC AVE TO LAKE IDA RD	BIKE LANE/SIDEWALK	DELRAY BEACH	Production	12/5/2022
4415331	LINDELL BLVD FROM SW 10TH AVE TO US-1/FEDERAL HWY	BIKE LANE/SIDEWALK	DELRAY BEACH	Production	12/5/2022
4460861	CRESTHAVEN BLVD FROM JOG RD TO SOUTH MILITARY TRAIL	BIKE LANE/SIDEWALK	PALM BEACH COUNTY	Kickoff Meeting	12/15/2022
4443761	PARKER AVE FROM FOREST HILL BLVD/SR-882 TO NOTTINGHAM BLVD	BIKE LANE/SIDEWALK	WEST PALM BEACH	LAP Commitment	2/3/2023
4415701	36TH ST FROM AUSTRALIAN AVE TO POINSETTA AVE	BIKE LANE/SIDEWALK	FDOT	Constructability Plans	2/7/2023
4460901	25TH ST FROM NORTH AUSTRALIAN AVE TO BROADWAY AVE	BIKE LANE/SIDEWALK	WEST PALM BEACH	Kickoff Meeting	2/13/2023
<b>Transportation Alternatives Program</b>					
4460841	VARIOUS LOCATIONS ALONG HOLLY DRIVE	SIGNING/PAVEMENT MARKINGS	PALM BEACH GARDENS	LAP Commitment	12/2/2022
4460771	SEMINOLE BLVD FROM OSWEGO AVE TO OKEECHOBEE BLVD	SIDEWALK	PALM BEACH COUNTY	LAP Commitment	2/3/2023
4483021	KYOTO GARDENS DR FROM NORTH MILITARY TRL TO ALTERNATE A1A	BIKE PATH/TRAIL	PALM BEACH GARDENS	LAP Commitment	2/3/2023
<b>Other FDOT &amp; Local Projects</b>					

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4456231	I-95 FROM SOUTH OF PALM BEACH LAKES BLVD TO NORTH OF 45TH ST	LIGHTING	FDOT	Letting	12/7/2022
4470011	INTERSECTION LIGHTING RETROFIT IMPROVEMENT	LIGHTING	FDOT	Constructability Plans	12/27/2022
4492801	I-95 AT PGA BLVD/SR-786 NB TO WB OFF-RAMP	SKID HAZARD OVERLAY	FDOT	Initial Field Review	12/27/2022
4493471	CONGRESS AVE/SR-807 AT 10TH AVENUE NORTH	TRAFFIC SIGNAL UPDATE	FDOT	Agency Scope Review	1/4/2023
4492831	ATLANTIC AVE/SR-806 AT HOMEWOOD BLVD,SR-704 @ HAVERHILL RD	TRAFFIC SIGNAL UPDATE	FDOT	Initial Field Review	1/10/2023
4417551	US-1/SR-5 FROM BROWARD COUNTY LINE TO SPANISH RIVER BLVD	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Construction Notice to Proceed (NTP)	1/26/2023
4475541	US-1/BROADWAY AVE FROM 45TH ST TO 59TH ST	LIGHTING	FDOT	Initial Field Review	2/6/2023
4475511	I-95 FROM 12TH AVE S TO 10TH AVE N	LIGHTING	FDOT	Initial Field Review	2/21/2023
<b>Major Maintenance</b>					
4444771	A1A FROM SOUTH OF GRAND BAY CT TO SOUTH OF LINTON BLVD	RESURFACING	FDOT	Constructability Plans	12/2/2022
4461001	SR-80 FROM SR-25/US-27 TO EAST OF GLADES GLEN DR	RESURFACING	FDOT	Production	12/5/2022
4398451	SR-715 FROM SR-80 TO W OF CANAL ST SOUTH	RESURFACING	FDOT	Production	12/5/2022
4461791	OKEECHOBEE BLVD FROM TAMARIND AVE TO WEST OF LAKEVIEW AVE	RESURFACING	FDOT	Constructability Plans	12/9/2022
4461011	SR-80/US-98 FROM EAST OF PARKER AVE TO WEST OF WASHINGTON RD	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	12/13/2022
4461012	SR-80/US-98 FROM EAST OF PARKER AVE TO WEST OF WASHINGTON RD	BRIDGE REHABILITATION	FDOT	Construction Notice to Proceed (NTP)	12/13/2022
4476701	SR-7/US-441 FROM GLADES RD TO NORTH OF BRIDGE BROOK DR	RESURFACING	FDOT	Kickoff Meeting	12/21/2022
4461741	PGA BLVD/SR-786 FROM EAST OF I-95 TO E OF FAIRCHILD GARDENS AVE	RESURFACING	FDOT	Public Information Workshop	12/22/2022
4461051	STATE MARKET RD FROM SR-15 TO US-441/E MAIN ST	RESURFACING	FDOT	Public Information Workshop	1/3/2023
4461021	SR-15 FROM N OF 1ST ST TO PALM BEACH/MARTIN COUNTY LINE	RESURFACING	FDOT	Production	1/3/2023
4463741	SR-700/CONNERS HWY FROM NORTH OF 1ST ST TO WEST OF SR-80	RESURFACING	FDOT	Production	1/3/2023
4428911	US-1 OVER EARMAN RIVER BRIDGE	BRIDGE REPLACEMENT	FDOT	Biddability	1/5/2023
4457691	A1A / BLUE HERON BLVD OVER INTRACOASTAL WATERWAY	BRIDGE-REPAIR/REHABILITATION	FDOT	Letting	1/6/2023
4461051	STATE MARKET RD FROM SR-15 TO US-441/E MAIN ST	RESURFACING	FDOT	PSE Meeting	1/10/2023
4476671	BOYNTON BEACH BLVD/SR-804 FROM N CONGRESS AVE TO NW 8TH ST	RESURFACING	FDOT	Initial Engineering	1/12/2023
4476601	SR-5/FEDERAL HWY FROM 6TH AVE N TO ARLINGTON RD	RESURFACING	FDOT	Initial Engineering	1/12/2023
4476581	US-1 FROM BAILEY ST TO HARBOURSIDE DR	RESURFACING	FDOT	Initial Engineering	1/12/2023
4476691	E OCEAN AVE/SR-804 FROM SR-5/US-1 TO A1A	RESURFACING	FDOT	Initial Engineering	1/12/2023
4461761	A1A FROM S OF JOHN D MACARTHUR ENTRANCE TO PORTAGE LANDING NORTH	RESURFACING	FDOT	Constructability Plans	1/19/2023
4476701	SR-7/US-441 FROM GLADES RD TO NORTH OF BRIDGE BROOK DR	RESURFACING	FDOT	Initial Field Review	1/23/2023
4461741	PGA BLVD/SR-786 FROM EAST OF I-95 TO E OF FAIRCHILD GARDENS AVE	RESURFACING	FDOT	Biddability	2/3/2023
4461051	STATE MARKET RD FROM SR-15 TO US-441/E MAIN ST	RESURFACING	FDOT	Biddability	2/3/2023

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4414661	SPANISH RIVER BLVD/SR-800 OVER ICWW	BRIDGE-REPAIR/REHABILITATION	FDOT	Letting	2/3/2023
4484171	SR-A1A/OCEAN BLVD FROM NORTH OF IBIS WAY TO S OF SR-80/SOUTHERN BLVD	RESURFACING	FDOT	Execution Date (Design)	2/10/2023
4476631	A1A FROM SOUTH OF LAKE AVE TO N OF IBIS WAY	RESURFACING	FDOT	Constructability Plans	2/14/2023
4461771	SR-7/US-441 FROM NORTH OF SOUTHERN BLVD/SR-80 TO OKEECHOBEE BLVD/SR-704	RESURFACING	FDOT	Letting	2/22/2023
4476571	YAMATO RD/SR-794 FROM WEST OF I-95 TO US-1/FEDERAL HWY	RESURFACING	FDOT	Constructability Plans	2/27/2023



## **FY 2022 Annual Listing of Obligated Projects**

Both 23 USC §134 and §339.175, Florida Statutes, mandate that Metropolitan Planning Organizations (MPO) publish the annual listing of projects for which federal funds have been obligated in the preceding year. 23 CFR §450.334 further stipulates that the listing shall identify for each project the amount of Federal funds requested in the TIP, the Federal funding that was obligated during the preceding year, and the Federal funding remaining and available for subsequent years.

The Palm Beach TPA created the attached summary listing of projects where total Federal funding requested in the TIP differed from the Federal funding that was obligated by at least \$500,000.

In general, federal funds are obligated to transportation projects through the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). According to FHWA definition, an obligation is a legal commitment: the Federal government's promise to pay a State for the Federal share of a project's eligible cost. For a project funded by FHWA funds, this commitment occurs when FHWA approves the project and executes the project agreement. For a project funded by FTA funds, this commitment occurs at the time the FTA grant is awarded. Alternatively, funding can also be "de-obligated". A de-obligation means money previously obligated is removed from the project to reflect changes to the project cost, delay, or cancellation.

Below is a summary table showing the amount of funds programmed in the TPA's Transportation Improvement Program (TIP) for Fiscal Year 2022, the amount obligated for Fiscal Year 2022, the amount de-obligated, and the funds remaining.

**FY 2022 Programmed, Obligated, and De-Obligated Amounts**

<b>Transportation Improvement Program Section</b>	<b>Programmed in TIP</b>	<b>Obligated</b>	<b>De-Obligated</b>	<b>Funds Remaining</b>
SIS Capacity	115,398,396	18,210,347	(204,126)	97,392,175
State Road Modifications	43,625,208	8,533,687		35,091,521
Local Initiatives Program	23,096,751	15,835,728	(1,294,053)	8,555,076
Transportation Alternatives Program	4,225,700	3,315,348	(92,708)	1,003,060
Other FDOT & Local Projects	6,670,800	7,406,900	(803,990)	67,890
Major Maintenance	8,806,620	4,492,266	(392,427)	4,706,781
O&M - Roadways	5,000	15,224,456	(59,908)	(15,159,548)
O&M - Transit	24,700,112	6,160,104		18,540,008
Railroads	16,350,000	1,086,447	(27,667)	15,291,220
<b>Total</b>	<b>242,878,587</b>	<b>80,265,283</b>	<b>(2,874,879)</b>	<b>165,488,183</b>



**Palm Beach Transportation Planning Agency (TPA)**  
**Fiscal Year 22 Federal Obligations Summary**

**FY 2022 Obligated Transit Funds**

FM No.	Location	Description	FY 22 TIP Requested	FY 22 Obligated	Funds Remaining
PT-FRB; PT-ENH; PT-FR-OPS; PT-PL; PT-SECUR; PT-SHELT; PT-VEH;	Palm Tran FTA Section 5307	Includes planning and implementation of planning projects; capital investments in bus and bus-related activities such as replacements and maintenance; and facility maintenance.	\$ 15,187,500	\$ -	\$ 15,187,500
PT-FR-OPS	Palm Tran FTA Section 5311	Capital, planning, and operating assistance in rural areas.	\$ 312,878	\$ -	\$ 312,878
PT-FRB	Palm Tran FTA Section 5339	Capital, replacement, rehab, and purchase of buses, vans, and related equipment.	\$ 1,900,000	\$ -	\$ 1,900,000
4383901	West Palm Beach Trolleys - 2 New Routes	Purchase seven (7) new trolleys to support new service from Tri-Rail Station to Northern and Southern West Palm Beach. Flex funds to City of West Palm Beach.	\$ 1,718,702	\$ -	\$ 1,718,702
4347341	Palm Beach County - North Facility Expansion	Transit capital facility	\$ 1,189,100	\$ -	\$ 1,189,100
4347351	Palm Beach County - South Facility Expansion	Transit capital facility	\$ 1,100,000	\$ 1,100,000	\$ -
4347352	Palm Tran Support Facility - Delray Beach	Transit capital facility	\$ 1,500,000	\$ 1,500,000	\$ -
4383961	West Palm Beach Transit Shelters	Public transportation shelter	\$ 571,000	\$ -	\$ 571,000

**Palm Beach Transportation Planning Agency (TPA)**  
**Fiscal Year 22 Federal Obligations Summary**

**FY 2022 Obligated Transit Funds**

FM No.	Location	Description	FY 22 TIP Requested	FY 22 Obligated	Funds Remaining
4317611	Palm Tran Fare Technology Interoperability	Upgrade of fare payment system to integrate with other transit agency systems	\$ 5,325,000	\$ -	\$ 5,325,000
4483491	Boca Raton Passenger Rail Station - Brightline	FEC at NW4th Street, adjacent to Boca Raton Public Library New Passenger Rail Station at Brightline, Parking Garage, and Track Improvement	\$ 16,350,000	\$ 6,160,104	\$ 10,189,896
4415711	Palm Tran - Bus Shelters - Various Locations	Installation of bus shelters	\$ 850,000	\$ -	\$ 850,000
4383921	Palm Tran - Bus Shelters - Various Locations	Construct 30 transit shelters	\$ 600,000	\$ -	\$ 600,000

**FY 2022 Palm Beach TPA Obligated Federal Planning Funds**

FM No.	Location	Description	FY 22 TIP Requested	FY 22 Obligated	Funds Remaining
4393253 4393254	Palm Beach UPWP FY 2021 & 2022	Unified Planning Work Program	\$ 3,542,842	\$ 3,968,742	\$ (425,900)

Palm Beach Transportation Planning Agency (TPA)  
Fiscal Year 22 Federal Obligations Summary  
Compares TPA Transportation Improvement Program (TIP) Requests with Actual Obligations  
Summary of requests and obligations difference of more than \$500,000

FM No.	Location	Description	Phase		FY 22 TIP Requested	FY 22 Obligated	Funding Remaining
4192511	BEELINE HWY/SR-710 FROM NORTHLAKE BLVD TO BLUE HERON BLVD/SR-708	Widen roadway from 4 lanes to 6 lanes and reconstruct Northlake intersection to include displaced N/S left turn lanes.	CST	\$	106,729,937	\$ -	\$ 106,729,937
2296647	SR-7 FROM OKEECHOBEE BLVD TO 60TH ST	Widen from 2 lanes to 4 lanes.	CST	\$	18,946,118	\$ -	\$ 18,946,118
2296646	SR-7 FROM 60TH ST TO NORTHLAKE BLVD	Construct new 4-lane roadway.	CST	\$	18,093,022	\$ -	\$ 18,093,022
4369631	I-95 AT 6TH AVE S	Reconstruct interchange (add lanes) to increase capacity.	RRU	\$	2,850,000	\$ -	\$ 2,850,000
4428911	US-1 OVER EARMAN RIVER BRIDGE	Replacement of existing bridge, including sidewalks	ROW	\$	1,718,702	\$ -	\$ 1,718,702
4416311	US-27 FROM HENDRY COUNTY LINE TO SR-80	Resurfacing	CST	\$	1,718,170	\$ 404	\$ 1,717,766
4132571	I-95 AT HYPOLUXO RD	Reconstruct bridge over I-95 and the SFRC railroad tracks to accommodate Diverging Diamond Interchange (DDI) configuration. Reconstruct all entrance and exit ramps to/from I-95. Reconfigure Hypoluxo Road approaches between the median opening just east of High Ridge Road to Seacrest Blvd.	PE	\$	2,074,515	\$ 471,530	\$ 1,602,985
4443701	LYONS RD/SANSBURY WAY FROM FOREST HILL BLVD TO OKEECHOBEE BVLD	Construct separated bike lanes	CST	\$	4,347,109	\$ 3,071,708	\$ 1,275,401
4284002	US-1 FROM CR-A1A TO BEACH RD	Bridge Replacement #93005	CST	\$	1,221,101	\$ -	\$ 1,221,101
4399301	US-27 AT CR-827 & OKEELANTA RD INTERSECTIONS	Construct acceleration lanes and installation of flashing beacons	CST	\$	686,407	\$ (476,514)	\$ 1,162,921
4443671	BRIDGEMAN DR, WELLINGTON RD & LONGWOOD RD IN WESTGATE	Construct 5' sidewalks and pedestrian scale lighting.	CST	\$	1,094,638	\$ 5,954	\$ 1,088,684
4192511	BEELINE HWY/SR-710 FROM NORTHLAKE BLVD TO BLUE HERON BLVD/SR-708	Widen roadway from 4 lanes to 6 lanes and reconstruct Northlake intersection to include displaced N/S left turn lanes.	ENV	\$	1,000,000	\$ -	\$ 1,000,000
4475471	FOREST HILL BLVD/SR-882 AT I-95 INTERCHANGE	Add dual right-turn lanes on southbound and northbound I-95 off ramps, extending westbound left-turn and right-turn lanes, improve lighting at the interchange including changing HPS to LED, upgrade the existing Railroad Signal Structure west of I-95, rebuild signal system and install additional signal heads	PE	\$	555,889	\$ -	\$ 555,889

Palm Beach Transportation Planning Agency (TPA)  
Fiscal Year 22 Federal Obligations Summary  
Compares TPA Transportation Improvement Program (TIP) Requests with Actual Obligations  
Summary of requests and obligations difference of more than \$500,000

FM No.	Location	Description	Phase		FY 22 TIP Requested	FY 22 Obligated	Funding Remaining
4495201	VARIOUS LOCATIONS AT I-95 INTERSECTIONS	Advanced Wrong Way Detection System at high priority locations along I-95 at (SB/NB) Hypoluxo Rd, (SB) Linton Rd, (SB) 45th St, (SB) Northlake Blvd, (SB/NB) PB Int'l Airport, (NB) Atlantic Ave, (NB) Belvedere Rd, (SB) 10th Ave N	PE	\$	500,000	\$ -	\$ 500,000
2296584	ATLANTIC AVE/SR-806 FROM W OF SR-7/US-441 TO EAST OF LYONS RD	Widen from 2 lanes to 4 lanes, including buffered bike lanes and 6' sidewalks.	ROW	\$	2,939,983	\$ 3,448,553	\$ (508,570)
4378681	SOUTHERN BLVD/SR-80 AT SR-7/US-441	Widening SR-80 EB/WB ramps to accommodate additional right & left turn lanes. Widening NB SR-7 and SB SR-7 to accommodate additional turn lanes. Widening of bridges over C-51 canal.	PE	\$	-	\$ 571,588	\$ (571,588)
4439941	SR-15/US-441 FROM SOUTH OF SHIRLEY DR TO EAST MAIN ST	Resurfacing	CST	\$	3,836,374	\$ 4,429,535	\$ (593,161)
4397551	I-95 AT OKEECHOBEE BLVD	Add a right turn lane on eastbound Okeechobee Boulevard, the addition of a bicycle lane buffer and realignment of existing bike lanes.	CST	\$	114,097	\$ 767,074	\$ (652,977)
4416321	LAKE WORTH RD/SR-802 FR RAULERSON DR TO PALM BEACH STATE COLLEGE ENT	Resurfacing with separated bike lanes, new mid-block crossings, enhanced crosswalks	CST	\$	2,260,049	\$ 2,948,819	\$ (688,770)
4132601	I-95 AT PALM BEACH LAKES BLVD	Interchange improvements. A traffic study will start in 2021. The detail scope of the project will be determined after the traffic study.	Be	\$	-	\$ 692,456	\$ (692,456)
4420941	LINTON BLVD/SR-782 CROSSING# 628160C	Add turn lanes and other operational improvements.	CST	\$	-	\$ 695,424	\$ (695,424)
2319321	I-95 AT GATEWAY BLVD	Widen roadway and turn lanes on Gateway Blvd from Quantum Blvd to NE 1st Way. Enhance interchange at I-95 by widening on and off wraps.	PE	\$	84,559	\$ 855,883	\$ (771,324)
4383871	VIDEO CAMERA DETECTION - MULTIPLE LOCATIONS	Replace inductive loops with video camera detection on 16 mast arm traffic signals.	CST	\$	24,451	\$ 815,815	\$ (791,364)
4331094	SOUTHERN BLVD/SR-80 FROM W OF LION COUNTRY SAFARI RD TO FOREST HILL/CRESTWOOD BLVD.	CDC on segment 433109-1 ; Palm Beach County (3B-1)	CST	\$	-	\$ 816,092	\$ (816,092)

Palm Beach Transportation Planning Agency (TPA)  
Fiscal Year 22 Federal Obligations Summary  
Compares TPA Transportation Improvement Program (TIP) Requests with Actual Obligations  
Summary of requests and obligations difference of more than \$500,000

FM No.	Location	Description	Phase		FY 22 TIP Requested	FY 22 Obligated	Funding Remaining
4372791	I-95 AT WOOLBRIGHT RD	Modify existing interchange and ramps to build triple-left turn lanes from I-95 onto Woolbright Rd. Limits are from SW18th St to just west of SW 2nd St.	PE	\$	-	\$ 1,180,156	\$ (1,180,156)
2319322	I-95 AT GATEWAY BLVD	Add eastbound and westbound left turn lanes on overpass, increase existing turn lane storages, & add receiving lanes to northbound & southbound on-ramps; short term improvements	CST	\$	-	\$ 1,197,069	\$ (1,197,069)
4417761	I-95 FROM S OF 10TH AVE N TO SR-882/FOREST HILL BLVD	Replace the existing luminaries w/ LED luminaries within study limits (FDOT poles); overbuild paved shoulder that slope towards the travel lanes within the vicinity of the horizontal curves to reduce the potential for water ponding on the shoulders	CST	\$	2,054,203	\$ 3,273,045	\$ (1,218,842)
4383841	AUSTRALIAN AVE FROM 1ST ST TO BLUE HERON BLVD	Install enhanced street lighting.	CST	\$	-	\$ 1,367,591	\$ (1,367,591)
4417551	US-1 FROM BROWARD COUNTY LINE TO SPANISH RIVER BLVD	Traffic management systems	CST	\$	-	\$ 2,567,500	\$ (2,567,500)
4193452	SOUTHERN BLVD/SR-80 FROM W OF LION COUNTRY SAFARI RD TO FOREST HILL/CRESTWOOD BLVD.	Widen from 4 lanes to 6 lanes.	CST	\$	-	\$ 2,569,746	\$ (2,569,746)
4331095	I-95 FROM SOUTH OF GLADES RD TO SOUTH OF LINTON BLVD	Construct managed toll lanes, includes conversion of existing HOV lane to managed lane and addition of second managed lane.	CST	\$	-	\$ 2,652,952	\$ (2,652,952)
4431551	HURRICANE IRMA: SR-700 AT HATTON HWY & TRIANGLE PARK	Emergency operations	CST	\$	-	\$ 5,470,146	\$ (5,470,146)
4275162	I-95 FROM GATEWAY BLVD TO LANTANA RD	Resurfacing	CST	\$	-	\$ 6,542,638	\$ (6,542,638)
4124204	I-95 AT GLADES RD/SR-808	Construct separated auxiliary lanes from WB Glades Road to I-95 over Airport Rd, provide improved bike lanes. Also includes Glades Rd from Butts Rd to FAU. G/W 433109-5 & 435384-1	CST	\$	-	\$ 6,966,447	\$ (6,966,447)