

Add-On

Agenda Item #: 5D

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 21, 2009

☐ Consent ☐ Regular
☒ Public Hearing

Department

Submitted By: COUNTY ATTORNEY
Submitted For: COUNTY ATTORNEY

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to continue public hearing until 11:00 a.m.: and approve Stipulated Settlement Agreement with the Department of Community Affairs in the case of Department of Community Affairs et. al. v. Palm Beach County et. al., Case No.: 07-5238 GM (University Drive Comprehensive Plan Amendment).

Summary: Palm Beach County adopted Ordinance 2007-008, as part of its 07-1 Round of Comprehensive Plan Amendments on August 27, 2007, which provided for the removal of University Drive from Lox Road to Palmetto Park Road and Riverside Drive from Palmetto Park Road to Glades Road from the Transportation Element and Map Series in the Palm Beach County Comprehensive Plan. The Department of Community Affairs ("DCA") objected to the removal of the roadway segments, contending that the Amendment failed to mitigate the traffic impacts caused by the proposed removal of the University Drive and Riverside Drive roadway extensions. The DCA filed a Notice of Intent to find the Comprehensive Plan Amendment "not in compliance," and initiated the above-styled formal administrative proceeding challenging the Amendment. The City of Coconut Creek, the City of Coral Springs, and the City of Tamarac intervened on behalf of the Department of Community Affairs, while property owners in the area, Triple H. Ranch Property, Ltd., and DeBuys Property Investment Group, Ltd., and the City of Parkland intervened on the side of the County. Staff engaged in tentative settlement negotiations with the DCA and the parties have drafted a Stipulated Settlement Agreement and associated Remedial Plan Amendment, which provides for additional traffic mitigation measures, including the identification of SR 7 as a Transit Oriented Corridor, County support for a SR 7 Land Use Study and a PD&E Study to further identify traffic mitigation opportunities, and a commitment to fund County bus service on SR 7 commensurate with rider demand. The DCA Secretary will decide whether to sign the Stipulated Settlement Agreement after the County executes the Agreement; accordingly, the County will need to adopt the Remedial Plan Amendment at a separate public hearing date no more than 60 days after the DCA Secretary executes the Stipulated Settlement Agreement. District 5 (ATP)

Continued on Page 3

Attachments:

1. Stipulated Settlement Agreement

Recommended by: _____

County Attorney

Date

Approved by: _____

N/A

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____



Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

 4-17-09
 4/17/09
 OFMB Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification:

Palm Beach County adopted Ordinance 2007-008, as part of its 07-1 Round of Comprehensive Plan Amendments on August 27, 2007, which provided for the removal of University Drive from Lox Road to Palmetto Park Road and Riverside Drive from Palmetto Park Road to Glades Road from the Transportation Element and Map Series in the Palm Beach County Comprehensive Plan. The Department of Community Affairs ("DCA") objected to the removal of the roadway segments, contending that the Amendment failed to mitigate the traffic impacts caused by the proposed removal of the University Drive and Riverside Drive roadway extensions. The DCA filed a Notice of Intent to find the Comprehensive Plan Amendment "not in compliance," and initiated the above-styled formal administrative proceeding challenging the Amendment.

The City of Coconut Creek, the City of Coral Springs, and the City of Tamarac intervened on behalf of the Department of Community Affairs, while property owners in the area, Triple H. Ranch Property, Ltd., and DeBuys Property Investment Group, Ltd., and the City of Parkland intervened on the side of the County. Staff engaged in tentative settlement negotiations with the DCA and the Intervenor. The County and the DCA have drafted a Stipulated Settlement Agreement and associated Remedial Plan Amendment, which provides for additional traffic mitigation measures, including the identification of SR 7 as a Transit Oriented Corridor, County support for a SR 7 Land Use Study and a PD&E Study to further identify traffic mitigation opportunities, and a commitment to fund County bus service on SR 7 commensurate with rider demand.

If the Stipulated Settlement Agreement is executed and the Board of County Commissioners adopts the associated Remedial Plan Amendment, the DCA will issue a revised Notice of Intent, indicating its position that the Remedial Plan Amendment is "in compliance." The Intervenor would then have the opportunity to amend their petition to challenge the compliance finding, have the parties re-aligned to reflect the DCA's change in position, and have the case proceed to final hearing. The DCA Secretary will decide whether to sign the Stipulated Settlement Agreement after the County executes the Agreement; accordingly, the County will need to adopt the Remedial Plan Amendment at a separate public hearing date no more than 60 days after the DCA Secretary executes the Stipulated Settlement Agreement.

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

DEPARTMENT OF COMMUNITY
AFFAIRS,

Petitioner,

And

CITY OF CORAL SPRINGS, FLORIDA;
CITY OF TAMARAC; and THE CITY
OF COCONUT CREEK, FLORIDA,

Intervenors,

v.

DOAH Case No. 07-5238GM

PALM BEACH COUNTY,

Respondent,

and

TRIPLE H. RANCH PROPERTY, LTD.;
DEBUYS PROPERTY INVESTMENT
GROUP, LDT; and CITY OF PARKLAND

Intervenors.

_____ /

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs and Palm Beach County as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the State of Florida, Department of Community Affairs (DCA or Department), is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, Palm Beach County (Local Government) is a local government with the duty to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, the Local Government adopted Comprehensive Plan Amendment 07-01 (Plan Amendment) by Ordinance Nos. 2007-008 through 2007-012 on August 27, 2007; and

WHEREAS, the Department has determined that the amendments adopted by Ordinances 2007-009 through 2007-012 meet the requirements of Chapter 163, Part II, Florida Statutes, and are in compliance; and the amendment adopted by Ordinance 2007-008 does not meet the requirements of Chapter 163, Part II, Florida Statutes, and is not in compliance; and

WHEREAS, the Plan Amendment adopted by Ordinance 2007-008 proposes to delete the University and Riverside Drive extensions; and

WHEREAS, the Department issued its Statement and Notice of Intent regarding the Amendment on October 26, 2007; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Amendment is not “in compliance” because the Local Government failed to provide acceptable transportation alternatives or mitigation strategies in response to the proposed deletion of University Drive from Lox Road to Palmetto Park Road and Riverside Drive from Palmetto Park Road to Glades Road that will achieve and maintain adopted roadway level of service standards; and

WHEREAS, pursuant to Section 163.3184(10), Florida Statutes, DCA has initiated the above-styled formal administrative proceeding challenging the Amendment; and

WHEREAS, the Local Government disputes the allegations of the Statement of Intent regarding the Amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the

receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this agreement, the following words and phrases shall have the following meanings:

- a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.
- b. Agreement: This stipulated settlement agreement.
- c. Comprehensive Plan Amendment or Plan Amendment: Comprehensive plan amendment 07-01 adopted by the Local Government on August 27, 2007, as Ordinance No. 2007-008.
- d. DOAH: The Florida Division of Administrative Hearings.
- e. In compliance or into compliance: The meaning set forth in Section 163.3184(1)(b), Florida Statutes.
- f. Notice: The notice of intent issued by the Department to which was attached its statement of intent to find the plan amendment not in compliance.
- g. Petition: The petition for administrative hearing and relief filed by the Department in this case.
- h. Remedial Action: A remedial plan amendment, submission of support document or other action described in the statement of intent or this agreement as an action which must be completed to bring the plan amendment into compliance.
- i. Remedial Plan Amendment: An amendment to the plan or support document, the need for which is identified in this agreement, including its exhibits, and which the local government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.

j. Statement of Intent: The statement of intent to find the Plan Amendment not in compliance issued by the Department in this case.

k. Support Document: The studies, inventory maps, surveys, data, inventories, listings or analyses used to develop and support the Plan Amendment or Remedial Plan Amendment.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the Plan Amendment is in compliance.

3. Negotiation of Agreement. The Department issued its Notice and Statement of Intent to find the Plan Amendment not in compliance, and filed the Petition in this case to that effect. Subsequent to the filing of the Petition the parties conferred and agreed to resolve the issues in the Petition, Notice and Statement of Intent through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

4. Dismissal. If the Local Government completes the Remedial Actions required by this Agreement, the Department will issue a cumulative Notice of Intent addressing both the Remedial Plan Amendment and the initial Plan Amendment subject to these proceedings. The Department will file the cumulative Notice of Intent with the DOAH. The Department will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

5. Description of Provisions not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the provisions not in compliance. Exhibit B contains Remedial Actions needed for compliance. Exhibits A and B are incorporated in this Agreement by this reference. This Agreement constitutes a stipulation that if the Remedial Actions are accomplished, the Plan Amendment will be in compliance.

6 Remedial Actions to be Considered for Adoption. The Local Government agrees to consider for adoption by formal action of its governing body all Remedial Actions described in Exhibit B no later than the time period provided for in this Agreement.

7 Adoption or Approval of Remedial Plan Amendments. Within 60 days after execution of this Agreement by the parties, the Local Government shall consider for adoption all Remedial Actions or Plan Amendments and amendments to the Support Documents. This may be done at a single adoption hearing. Within 10 working days after adoption of the Remedial Plan Amendment, the Local Government shall transmit 5 copies of the amendment to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The Local Government also shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the Remedial Plan Amendment and a copy to any party granted intervenor status in this proceeding. The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

8. Acknowledgment. All parties to this Agreement acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the Remedial Plan Amendment.

9. Review of Remedial Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Remedial Plan Amendments and Support Documents, the Department shall issue a Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted amendments in accordance with this Agreement.

a. In Compliance: If the adopted Remedial Actions satisfy this Agreement, the Department shall issue a cumulative Notice of Intent addressing both the Plan Amendment and the Remedial Plan Amendment as being in compliance. The Department shall file this cumulative notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the Remedial Actions do not satisfy this Agreement, the Department shall issue a Notice of Intent to find the Plan Amendment not in compliance and shall forward the notice to DOAH for consolidation with the pending proceeding.

10. Effect of Amendment. Adoption of any Remedial Plan Amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

11. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

12. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Local Government's charter or other regulations.

13. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

14. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

15. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.
16. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the Local Government.
17. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes.
18. Retention of Right to Final Hearing. Both parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.
19. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.
20. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.
21. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.
22. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.
23. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
CHARLES GAUTIER, AICP
Director, Division of Community Planning

Date

Approved as to form and legality:

Assistant General Counsel

Date

PALM BEACH COUNTY

By: _____
John F. Koons
Chairman, Board of County Commissioners

Date

Approved as to form and legality:

Amy Petrick
Amy Petrick
Assistant County Attorney

April 15, 2009
Date

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
NOTICE OF INTENT TO FIND PALM BEACH COUNTY
COMPREHENSIVE PLAN AMENDMENT ADOPTED
BY ORDINANCE NO. 2007-008 NOT IN COMPLIANCE
AND THE COMPREHENSIVE PLAN AMENDMENTS ADOPTED
BY ORDINANCE NOS. 2007-009 THRU 2007-012
IN COMPLIANCE
DOCKET NO. 07-1-NOI-5001-(A)-(N)

The Department gives notice of its intent to find the Amendment to the Comprehensive Plan for Palm Beach County, adopted by Ordinance No. 2007-008, on August 27, 2007, NOT IN COMPLIANCE, and the Amendments adopted by Ordinance Nos. 2007-009 thru 2007-012, on August 27, 2007, IN COMPLIANCE, pursuant to Sections 163.3184, 163.3187 and 163.3189, F.S.

The adopted Palm Beach County Comprehensive Plan Amendment, the Department's Objections, Recommendations, and Comments Report (if any), and the Department's Statement of Intent to find the Comprehensive Plan Amendment Not In Compliance will be available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the Palm Beach County Planning, Zoning and Building Department, 2300 North Jog Road, West Palm Beach, Florida 33411.

Any affected person, as defined in Section 163.3184, F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Amendments to the Palm Beach County Comprehensive Plan are In Compliance, as defined in Subsection 163.3184(1), F.S. The petition must be filed within twenty-one (21) days after publication of this notice, a copy must be mailed or delivered to the local government and must include all of the information and contents described in Uniform Rule 28-106.201, F.A.C. The petition must be filed with the Agency Clerk, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Sections 120.569 and 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

This Notice of Intent and the Statement of Intent for the Amendment found Not In Compliance will be forwarded by petition to the Division of Administrative Hearings (DOAH) of the Department of Management Services for the scheduling of an Administrative Hearing pursuant to Sections 120.569 and 120.57, F.S. The purpose of the administrative hearing will be to present evidence and testimony on the noncompliance issues alleged by the Department in its Objections, Recommendations, and Comments Report and Statement of Intent in order to secure a recommended order for forwarding to the Administration Commission.

Affected persons may petition to intervene in either proceeding referenced above. A petition for intervention must be filed at least twenty (20) days before the final hearing and must include all of the information and contents described in Uniform Rule 28-106.205, F.A.C. Pursuant to Section 163.3184(10), F.S., no new issues may be alleged as a reason to find a plan amendment not in compliance in a petition to intervene filed more than twenty-one (21) days after publication of this notice unless the petitioner establishes good cause for not alleging such new issues within the twenty-one (21) day time period. The petition for intervention shall be filed at DOAH, 1230 Apalachee Parkway, Tallahassee, Florida 32399-1550, and a copy mailed or delivered to the local government and the Department. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing pursuant to Sections 120.569 and 120.57, F.S., or to participate in the administrative hearing.

After an administrative hearing petition is timely filed, mediation is available pursuant to Subsection 163.3189(3)(a), F.S., to any affected person who is made a party to the proceeding by filing that request with the administrative law judge assigned by the Division of Administrative Hearings. The choice of mediation shall not affect a party's right to an administrative hearing.

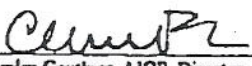

Charles Gualtier, AICP, Director
Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100



Exhibit B

A. Future Land Use Element, to revise related to the University Drive and Riverside Drive removal.

REVISIONS: To add a policy related to the designation of SR 7 as a Transit Oriented Corridor. The revision is shown with the added text underlined.

NEW 4.4.9 Transit Oriented Corridor

Policy 4.4.9-a: SR 7 shall be designated a Transit Oriented Corridor from the Broward County line to Glades Road. A Transit Oriented Corridor shall facilitate the use of mass transit by providing for improved local access to transit stops and shall be considered for implementation of premium transit service. The Corridor shall be further defined and implemented considering the recommendations of the SR 7 Transit Supportive Land Use Planning and Urban Design Study. Palm Beach MPO has prioritized this Study for funding and Palm Beach County will strongly encourage the completion of the Study by the end of March 2010, and will coordinate with other parties to effectuate the completion of the Study by that date.

Settlement Agreement



University Dr. & Riverside Dr Removal

B. Transportation Element, to revise related to the University Drive and Riverside Drive removal.

REVISIONS: To revise, update, and add policies related to the designation of SR 7 between the Broward County line and Glades Road as a Transit Oriented Corridor, the provision of mass transit along SR 7, the designation of CRALLS on SR 7, the removal of University Dr related policy 1.4-u.2, and the completion of Turnpike PD&E, Glades Rd PD&E, SR 7 PD&E and Boca Raton MMTD. The revision is shown with the deleted text ~~struck out~~ and the added text underlined.

NEW Policy 1.1-p: SR 7 Transit-Oriented Corridor

Applicability. The requirements of this Policy shall apply to all Projects located in any Palm Beach County municipality or the unincorporated area of Palm Beach County with significant Project Traffic on SR 7 between the Broward County line and Glades Road ("SR 7 Transit Oriented Corridor") or Project Traffic on a SR 7 Transit Oriented Corridor roadway segment not eligible for de minimis within the Project's Radius of Development Influence. Projects subject to this Policy shall be required to meet Test One as set forth in Policy 1-1.b for Project Traffic impacting the SR 7 Corridor. The requirements of this Policy 1.1-p are supplemental and shall be required in addition to Traffic Performance Standards set forth in Palm Beach County Comprehensive Plan, Policy 1-1.b.
[NOTE: "significant Project traffic" and "Radius of Development Influence" are defined terms in Palm Beach County's land development regulations]

Standard. No Development Order shall be issued by any Palm Beach County municipality or unincorporated Palm Beach County that adds significant Project Traffic or Project Traffic on a SR 7 Transit Oriented Corridor roadway segment not eligible for de minimis within the Project's Radius of Development Influence unless it can be shown to meet the requirements of this Policy.

The applicable vehicular LOS standard for the segment of SR 7 from Broward County line to Glades Road shall continue to be LOS D. Appropriate phases leading to construction shall be supported by Palm Beach County for inclusion in FDOT's 5-Year -Work Program for widening to an 8-lane section (2 dedicated transit/ special use lanes and 6 general use lanes). However, when it is projected that the vehicular LOS standard shall be exceeded within 5 years, no further traffic concurrency approvals (per Test 2 of the County's Traffic Performance Standards) impacting the SR 7 Transit Oriented Corridor with significant project traffic shall be granted until the construction phase of the 8-lane cross section is included in the applicable FDOT's 5 Year Work Program.

After construction of the 8-lane cross section for SR 7 has commenced, the vehicular LOS standard shall be the CRALLS volume as specified in Policy 1.2-f (43) of the Transportation Element.

Upon completion of the SR 7 Transit Supportive Land Use Planning and Urban Design Study, the multi-modal standards for the SR 7 Transit Oriented Corridor shall be established considering the outcome of the study no later than the first amendment cycle after completion of the Study.

The applicable vehicular LOS standards for the segment of Lyons Road from Broward County line to Palmetto Park Road and the segment of Palmetto Park Road from Lyons Road to Florida's Turnpike shall continue to be LOS D.

NEW Policy 1.1-g: Palm Beach County shall fund capital and operating costs for the provision of county bus service along SR 7 Transit Oriented Corridor, at a level commensurate with, or exceeding, the County-wide ridership level standards adopted by Palm Tran for the Palm Beach County bus system on a system-wide basis. The County shall fund additional county bus service to the SR 7 Transit Oriented Corridor at such time that the demand for bus service along the corridor warrants the additional service. Calculation of demand warranting additional service shall be made on at least an annual basis. Additional service shall be considered warranted when actual service demand exceeds seated capacity and the number of standees is more than 25% of the seats on a standard 40 foot bus for at least 3 hours during an average weekday. (Note industry standard is 50% on standees). However, the calculation of demand may result in service reductions, if average route ridership falls below the above-mentioned standard for average Palm Tran system ridership per route for a prolonged period of time.

Policy 1.2-f: The Palm Beach County Board of County Commissioners finds the following facilities are constrained facilities and development orders shall be evaluated using the specific level of service standards identified herein instead of the Policy 1.1-b general level of service standards. A County amendment to consider a CRALLS designation will rely upon, as appropriate, the data and analysis provided by the local government requesting the CRALLS designation. Mitigation measures shall be required for any new CRALLS designation adopted after 2001, pursuant to Policy 1.2-q.

(unaltered text omitted for brevity)

43. The following arterial segment is hereby designated as CRALLS facility only for those Projects that add Project Traffic within their radius of development influence to the SR 7 Transit Oriented Corridor, as defined in Policy 1.1-p. This standard shall apply at such time as the arterial segment is widened to the stated cross section below. This standard may be adjusted as necessary based upon the results of the SR 7 Transit-Supportive Land Use Planning and Urban Design Study to be completed by the Treasure Coast Regional Planning Council:

- 1) SR 7 from Broward County line to Glades Road as 6 lanes plus 2 transit/special use lanes

Peak hour peak direction standard: 3010 vehicles per hour

The following CRALLS Mitigation Measures are to be implemented in conjunction with this CRALLS:

- a) Multi-modal LOS as identified in Policy 1.1-p.
- b) Implementation of Exclusive Transit/ special use lanes on SR 7.

County Engineer shall annually monitor and project the need for improvements (within next 5 years) to Lyons Road and Palmetto Park Road. County shall develop a plan for interim capacity improvements and shall consider including in the County's 5- year Road Program appropriate phases leading to construction of such improvements once projected to be needed.

Policy 1.4-u: The following notes reflect conditions associated with roadway segments in the County's Thoroughfare Right of Way Identification Map (TIM):

1. The extension of Jog Road (Ryder Cup Boulevard) is shown as a public way: from Northlake Boulevard to Thorton Drive, Jog Road is a 120 foot right-of-way with four lanes; from Thorton Drive to Carrick Road, Jog Road is a 60 foot right-of-way with two lanes, with the remaining 60 feet of right-of-way owned by the Northern Palm Beach County Water Control District restricted to such uses as public utilities, open space, drainage, pathways and landscaping; and from Carrick Road to PGA Boulevard, Jog Road is a 120 foot right-of-way with four lanes.
- ~~2. University Drive, from the Palm Beach County/Broward County line to Palmetto Park Road, is a 120 foot section with 40 feet of right-of-way to be used for landscaping.~~
- ~~23. SR A1A, from the Broward County/Palm Beach County line to Indiantown Road and from U.S. 1 to the Palm Beach County/Martin County line is restricted to a two-lane roadway.~~
- ~~34. Lyons Road, from Southern Boulevard to Lake Worth Road, is a 100 foot section that shall be restricted to two through lanes with the remaining right-of-way to be used for drainage, landscaping, pathways, turning lanes, and bicycle paths.~~
- ~~43. Hood Road, from Alternate A1A to Prosperity Farms Road, is a 60 foot section that shall be restricted to two through lanes with an additional 50 feet to be used for landscaping and buffering.~~
- ~~56. Jog Road, from Hood Road to approximately 3500 feet north of Hood Road (up to the northern edge of Old Marsh Property), is a 60 foot section and the remaining portion of Jog Road up to Donald Ross Road is a 100 foot section that shall be restricted to two through lanes with the excess right-of-way to be used for drainage, landscaping, pathways, turning lanes, and bicycle paths. This 60- foot restriction does not apply to locations where roundabouts are needed or where the County Engineer requires additional right-of-way.~~

NEW Policy 1.4-y: The County, through MPO, shall support and encourage Florida's Turnpike Authority during the on-going Project Development and Environmental (PD&E) study to add a northbound auxiliary lane on Turnpike from the Sawgrass Expressway to either Glades Road or to the potential new Palmetto Park Road interchange. Palm Beach County shall also initiate quarterly meetings with Florida's Turnpike Authority for this purpose.

NEW Policy 1.4-z: After the completion of the SR 7 PD&E study, PBC shall reevaluate the adopted transit LOS and the required funding for the SR 7 Transit Corridor.

NEW Policy 1.4-aa: Following the completion of the Glades Road PD&E Study and the adoption of the Boca Raton MMTD, the County will review the PD&E Study and Boca Raton MMTD and will incorporate recommendations from the PD&E Study and Boca Raton MMTD that the County determines to be appropriate into the comprehensive plan in order to support transit alternatives on Glades Road.

C. Intergovernmental Coordination Element, to revise related to the University Drive and Riverside Drive removal.

REVISIONS: To add policies to enhance the County's coordination efforts related to the removal of University Dr. and Riverside Dr. The revision is shown with the added text underlined.

NEW Policy 1.1-t: Palm Beach County will coordinate with other parties, support, and strongly encourage the commencement and funding of the SR 7 PD&E Study to occur in FDOT FY 2011. The County's efforts at coordination shall include, but not be limited to, the initiation of a meeting within 60 days after the effective date of the University Drive Deletion Comprehensive Plan Amendment with all involved parties (including FDOT, Broward County, City of Parkland, and development community) to discuss the assemblage of funding for the Study.

NEW Policy 1.1.u: The County supports widening of Lox Road to 4 lanes and will coordinate to the extent possible with Broward County, Broward MPO, and City of Parkland to accomplish the same.

NEW Policy 1.1.v: Palm Beach County will coordinate with Broward County, PalmTran, Broward MassTransit, and SFRTA as necessary to provide transit services across the County line along the SR 7 corridor. Palm Beach County will recommend the necessary funds be programmed into the Transit Development Programs of each County after the type of service has been identified by the PD&E Study and determined to be appropriate by the respective County.

NEW Policy 1.1.w: Palm Beach County will engage in ongoing intergovernmental agency coordination with the Palm Beach and Broward MPOs, Broward County, local municipalities, and the FDOT that will encourage timely implementation of the common vision for SR 7, including land use issues, and will coordinate and encourage agreement upon transportation network improvements. Efforts to engage in intergovernmental agency coordination may include, but not be limited to, the preparation of lists of projects for inclusion in the cost feasible plan provisions of the LRTPs for the Palm Beach MPO and local five-year schedule of capital improvements and encouragement to the Broward MPO and the Broward County to do the same.

D. Map Series, to revise map TE 1.1 & 14.1 with regards to University Drive, Riverside Drive, Palmetto Park Rd, and State Road 7.

REVISIONS: To add a note related to a provision of exclusive transit/special use lanes on SR 7 from Broward County Line to Glades Rd on map TE 1.1, to depict Palmetto Park Rd from Lyons Rd to Powerline Rd as 8 lanes on map TE 1.1, to remove University Dr. and Riverside Dr. from Lox Road to Palmetto Park Rd. from maps TE 1.1 and TE 14.1, and to remove the note (Policy 1.4-u.2) on map TE 14.1

