



**Department of
Planning, Zoning & Building**

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Zoning Division 233-5200
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Board of County
Commissioners**

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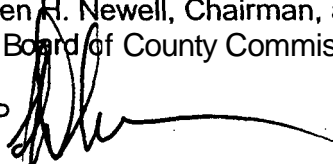
County Administrator

Robert Weisman

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**INTER-OFFICE COMMUNICATION
DEPARTMENT OF PLANNING, ZONING AND BUILDING
PLANNING DIVISION**

TO: The Honorable Warren H. Newell, Chairman, and Members of the
Palm Beach County Board of County Commissioners

FROM: Frank M. Duke, AICP, Planning Director 

DATE: November 9, 2001

RE: **Recommended Settlement Agreement for
PGA Boulevard CRALLS Amendment**

Staff Recommendation:

- 1. Motion to approve and execute:** a Stipulated Settlement Agreement between Palm Beach County and the Florida Department of Community Affairs (DCA) which resolves the Department's finding of non-compliance of the County's Comprehensive Plan Amendment 00-2 adopted by Ordinance 2000-061.
- 2. Motion to:** authorize staff to schedule a public hearing on December 5, 2001, to consider adoption of Comprehensive Plan amendment outlined in the Settlement Agreement.

Summary: The recommended settlement is now anticipated to be approved by the DCA, and requires the County to adopt mitigation criteria to be utilized for the evaluation and approval of all future CRALLS amendments. This settlement agreement also requires the County to be the applicant for an Interchange Justification Report (IJR) for an interchange at Interstate 95 and Central Boulevard, and to fund 50% of this IJR not to exceed \$175,000, provided the Florida Department of Transportation agrees to fund the remaining 50%. The remedial plan amendment which is required in the settlement agreement will be scheduled for BCC adoption public hearing on December 5, 2001.

Background and Justification: The DCA found the PGA Boulevard CRALLS amendment to be not in compliance with State requirements. The DCA's specific concerns are related to impacts on Interstate 95, the Interstate 95 interchange at PGA Boulevard, and the Turnpike interchange at PGA Boulevard. The remedial amendment required by the settlement agreement will ensure that the properties utilizing this CRALLS are developing at densities and/or intensities no greater than those provided for in the forbearance agreement between City of Palm Beach Gardens and various property owners dated April 15, 1999. The adoption public hearing for this amendment is tentatively set for December 5, 2001.

Please contact me at 233-5373 should you have any questions.

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**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

STATE OF FLORIDA, DEPARTMENT
OF COMMUNITY AFFAIRS

Petitioner,

vs.

DOAH Case No. 01-0529GM

PALM BEACH COUNTY,

Respondent

and

COMMUNITIES FINANCE COMPANY,
L.L.C.

Intervenor

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, the Board of County Commissioners of Palm Beach County and Communities Finance Company, L.L.C. 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 00-2 by Ordinance 2000-061 on or about December 6, 2000; and

WHEREAS, Communities Finance Company, L.L.C. a Delaware limited liability company was granted permission to intervene on February 23, 2001; and

WHEREAS, the Plan Amendment proposes the adoption of a Constrained Roadway at a Lower Level of Service (CRALLS) designation for PGA Boulevard from the Florida Turnpike (Ronald Reagan Turnpike) to Prosperity Farms Road, including the intersection of PGA Boulevard and Military Trail; and

WHEREAS, the Department issued its Statement and Notice of Intent regarding the Amendment on or about January 31, 2001; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Amendment is not “in compliance” because the Department objected to the proposed CRALLS facilities designations were not supported by data and analysis sufficient to determine if the proposed traffic volumes, and the resultant queues at the ramps at the Turnpike and Interstate 95 interchanges will result in interference with the through traffic on these Florida Interstate Highway System Facilities. Additionally, the Department noted that the data and analyses submitted to the Department by the County in response to the Department’s ORC indicates that the CRALLS designation will affect the level of service designated by the Florida Department of Transportation for I-95; will adversely impact ramp queuing on I-95; and that there will be significant queuing on the north leg of the Turnpike and PGA Boulevard interchange (Turnpike exit). Therefore, the Amendment was inconsistent with the requirements of Section 163.3177, F.S. The Plan was

not in compliance as defined in Sections 163.3184(1)(b), Section 163.3180 and Section 163.3191, F. S., and Rules 9J-5., F. A.C and the State Comprehensive Plan.

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 herein below 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 11, Chapter 163, Florida Statutes.

b. **Agreement:** This stipulated settlement agreement.

c. **Comprehensive Plan Amendment or Plan Amendment:** Comprehensive plan amendment 00-02 adopted by the Local Government Ordinance 2000-061.

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.

1. 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. Additional Provisions. The Local Government further agrees to the following:

- a. Create and adopt mitigation criteria to be utilized for the evaluation and approval of future CRALLS amendments. These criteria shall be adopted in the Round 02-01 Amendment to the Comprehensive Plan. These criteria shall address ways to improve mobility in the corridor which is the subject of ~~the a~~ CRALLS amendment.

~~t.~~ — An Interchange Modification Report has been prepared and submitted to FDOT for review.

~~e.~~

(1) ~~b.~~ The County shall be the applicant for an Interchange Justification Report for an interchange at I-95 and Central Boulevard.

(2) ~~c.~~ The County shall prepare the report in accordance with the FDOT and FHWA guidelines, and shall retain a consultant for this task no later than June 30, 2002.

~~(3) — If this project is included in the FDOT 5 Year Work Program at any time, the County shall be reimbursed for the cost of the study.~~

~~d. The County shall fund 50% of the IJR. Their portion of the funding shall not exceed \$175,000, provided FDOT agrees to fund the other 50% of the IJR.~~

7. 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.

8. 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-11.01 1(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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the Local Government.

18. 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.

19. 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.

20. 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.

21. 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.

• 22. 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.

23. 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.

24. 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: _____
J. Thomas Beck, Director
Division of Community Planning

Date

Approved as to form and legality:

Assistant General Counsel

Date

ATTEST:

Dorothy H. Wilken, Clerk

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

Approved as to Form and
Legal Sufficiency

County Attorney

Date

By: _____
Warren H. Newell, Chairman

Date

ATTEST:

COMMUNITIES FINANCE COMPANY, LLC.

By: _____

Date

Date

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
NOTICE OF INTENT TO FMD PALM BEACH COUNTY
COMPREHENSIVE PLAN AMENDMENT ADOPTED BY ORDINANCE NO. 2000-061
NOT IN COMPLIANCE
AND THE COMPREHENSIVE PLAN AMENDMENTS ADOPTED BY
ORDINANCE NOS. 2000-042 THROUGH 2000-060
IN COMPLIANCE
DOCKET NO. 00-2-NOI-5001-(A)-(N)

EXHIBIT A

The Department gives notice of its intent to find the Amendment to the Comprehensive Plan for Palm Beach County, adopted by Ordinance No. 2000-061, on December 6, 2000, NOT IN COMPLIANCE, and Amendments adopted by Ordinance Nos. 2000-042 through 2000-060 on December 6, 2000, IN COMPLIANCE, pursuant to Sections 163.3184, 163.3187 and 163.3189, F.S.

The adopted Palm Beach County Comprehensive Plan Amendments, the Department's Objections, Recommendations, and Comments Report (if any), and the Department's Notice 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, 100 Australian Avenue, West Palm Beach, Florida 33406.

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 will be forwarded along with a petition to the Division of Administrative Hearings (DOAH) of the Department of Management Services for the scheduling of an Administrative Hearing regarding Ordinance No. 2000-061 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 Petition 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.

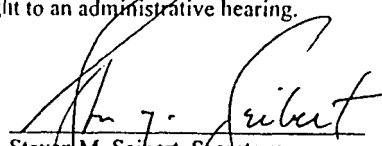

Steven M. Seibert, Secretary
Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

EXHIBIT B

A. Transportation Element, PGA Boulevard Constrained Roadway at Lower Level of Service (CRALLS)

REVISIONS: To revise language of Policy 1.2-c and to move it under Policy 1.2-f modifying and expanding the PGA Boulevard CRALLS. The deleted and added text is shown in ~~strikeout~~ and underlined. The added text for the settlement agreement is shown in double underlined.

~~**Policy 1.2-c:** Notwithstanding anything in this Element to the contrary, until the interchange at PGA Boulevard and State Road 811 is built, the level of service standard for PGA Boulevard between Interstate 95 and State Road 811 will be as described below:~~

- ~~1) Test One - 55,200 trips on an ADT basis and 5,300 trips on a peak hour basis;~~
- ~~2) Alternate Test One - 2,990 trips eastbound and 3,980 westbound on a peak hour direction basis, and an intersection critical volume of 1,500;~~
- ~~3) Test Two - 62,320 trips on an ADT basis.~~

~~Upon completion of the PGA Boulevard/State Road 811 Interchange, level of service D established for an appropriate uninterrupted flow facility, for both daily and peak hour traffic shall apply to the PGA Boulevard link between I-95 and SR 811.~~

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. *(Unchanged text omitted for brevity)*

18) PGA Boulevard, from the Ronald Reagan Turnpike to Prosperity Farms Road, and the intersection of PGA Boulevard and Military Trail are hereby designated as Constrained Roadways at Lower Level of Service (CRALLS) facilities exclusively for the purpose of concurrency for properties which were the subject of a forbearance agreement with the City of Palm Beach Gardens dated April 15, 1999 and are developing at densities and/or intensities no greater than those provided for in that forbearance agreement. All concurrency certificates issued by Palm Beach County utilizing this CRALLS shall be conditioned to require that: 1) prior to any development order for any project seeking to utilize this CRALLS, the funds for design, acquisition, and construction of all roads in the City Center Linkages Plan associated with the project, shall irrevocably be pledged to ensure construction is commenced as required by the County Engineer; and 2) the City of Palm Beach Gardens development order approvals ensure that all those elements of the City Center Linkages Plan, as approved by the City of Palm Beach Gardens, which are associated with a particular project, are constructed prior to issuance of any certificate of occupancy within that project.

- | | | |
|----|---|--------------------------------|
| a) | <u>PGA Boulevard from Ronald Reagan Turnpike to Central Boulevard</u> | |
| | <u>Daily Level of Service Standard</u> | <u>51,177 vehicles per day</u> |
| | <u>Peak Hour Level of Service Standard</u> | <u>4,759 vehicles per hour</u> |
| | <u>Test 2 Volume</u> | <u>53,000 vehicles per day</u> |
| | | |
| b) | <u>PGA Boulevard from Central Boulevard to Military Trail</u> | |
| | <u>Daily Level of Service Standard</u> | <u>50,738 vehicles per day</u> |
| | <u>Peak Hour Level of Service Standard</u> | <u>4,719 vehicles per hour</u> |

- c) PGA Boulevard from Military Trail to 1-95
Dailv Level of Service Standard 50,780 vehicles per day
Peak Hour Level of Service Standard 5,513 vehicles per hour

- d) PGA Boulevard from 1-95 to RCA Boulevard
Dailv Level of Service Standard 67,674 vehicles per day
Peak Hour Level of Service Standard 7,084 vehicles per hour
Test 2 Volume 68,000 vehicles Der day

- e) PGA Boulevard from RCA Boulevard to Alternate A1A
Dailv Level of Service Standard 68,055 vehicles per day
Peak Hour Level of Service Standard 7,120 vehicles Der hour
Test 2 Volume 60,000 vehicles per day

- f) PGA Boulevard from Alternate A1A to Fairchild Gardens Avenue
Dailv Level of Service Standard 59,636 vehicles per day
Peak Hour Level of Service Standard 5,825 vehicles per hour

- g) PGA Boulevard from Fairchild Gardens Avenue to Prosperity Farms Road
Dailv Level of Service Standard 54,283 vehicles per day
Peak Hour Level of Service Standard 5,327 vehicles per hour

- h) Intersection of PGA Boulevard and Military Trail Critical Volume of 1,800

The CRALLS desianation on the above will be revisited if the City of Palm Beach Gardens: 1) fails to adopt the City Center Linkaues Plan dated November 1999 into the City's Comprehensive Plan by April 30, 2001 or 2) fails to provide the County's Plannina Director a report by March 1st of each year beginning in year 2002 showing that concurrent with the development approvals, the City: a) is requiring the construction of the City Center Linkaues Plan dated November 1999; b) has completed an evaluation of the feasibility of a fixed-route bus transit service to circulate within the City Center; c) has completed the construction of the Hood Road extension from Alternate A1A to Prosperity Farms Road by the year 2003; and d) has commenced construction to widen Burns Road to four lanes from Militaw Trail to Prosperity Farms Road.

- i) The level of service standards for PGA Boulevard between ~~SR-844~~ Prosperity Farms Road and United States Highway 1 will be:
 - 1) Test One - 50,200 trips on an ADT basis and 4,830 trips on a peak hour basis;
 - 2) Alternate Test One - 2,990 trips on a peak hour peak direction basis, and an intersection critical volume of 1,500;
 - 3) Test Two - 56,700 trips on an ADT basis.

[This language relocated from Policy 1.2-c]

PROPOSED REVISED TEXT:

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. *(Unchanged text omitted for brevity)*

- 18) PGA Boulevard, from the Ronald Reagan Turnpike to Prosperity Farms Road, and the intersection of PGA Boulevard and Military Trail are hereby designated as Constrained Roadways at Lower Level of Service (CRALLS) facilities exclusively for the purpose of concurrency for properties which were the subject of a forbearance agreement with the City of Palm Beach Gardens dated April 15, 1999 and are developing at densities and/or intensities no greater than those provided for in that forbearance agreement. All concurrency certificates issued by Palm Beach County utilizing this CRALLS shall be conditioned to require that: 1) prior to any development order for any project seeking to utilize this CRALLS, the funds for design, acquisition, and construction of all roads in the City Center Linkages Plan associated with the project, shall irrevocably be pledged to ensure construction is commenced as required by the County Engineer; and 2) the City of Palm Beach Gardens development order approvals ensure that all those elements of the City Center Linkages Plan, as approved by the City of Palm Beach Gardens, which are associated with a particular project, are constructed prior to issuance of any certificate of occupancy within that project.
- a) PGA Boulevard from Ronald Reagan Turnpike to Central Boulevard
 - Daily Level of Service Standard 51,177 vehicles per day
 - Peak Hour Level of Service Standard 4,759 vehicles per hour
 - Test 2 Volume 53,000 vehicles per day
 - b) PGA Boulevard from Central Boulevard to Military Trail
 - Daily Level of Service Standard 50,738 vehicles per day
 - Peak Hour Level of Service Standard 4,719 vehicles per hour
 - c) PGA Boulevard from Military Trail to 1-95
 - Daily Level of Service Standard 50,780 vehicles per day
 - Peak Hour Level of Service Standard 5,513 vehicles per hour
 - d) PGA Boulevard from 1-95 to RCA Boulevard
 - Daily Level of Service Standard 67,674 vehicles per day
 - Peak Hour Level of Service Standard 7,084 vehicles per hour
 - Test 2 Volume 68,000 vehicles per day

- e) PGA Boulevard from RCA Boulevard to Alternate A1A

Daily Level of Service Standard	68,055 vehicles per day
Peak Hour Level of Service Standard	7,120 vehicles per hour
Test 2 Volume	60,000 vehicles per day

- f) PGA Boulevard from Alternate A1A to Fairchild Gardens Avenue

Daily Level of Service Standard	59,636 vehicles per day
Peak Hour Level of Service Standard	5,825 vehicles per hour

- g) PGA Boulevard from Fairchild Gardens Avenue to Prosperity Farms Road

Daily Level of Service Standard	54,283 vehicles per day
Peak Hour Level of Service Standard	5,327 vehicles per hour

- h) Intersection of PGA Boulevard and Military Trail Critical Volume of 1,800

The CRALLS designation on the above will be revisited if the City of Palm Beach Gardens: 1) fails to adopt the City Center Linkages Plan dated November 1999 into the City's Comprehensive Plan by April 30, 2001 or 2) fails to provide the County's Planning Director a report by March 1st of each year beginning in year 2002 showing that concurrent with the development approvals, the City: a) is requiring the construction of the City Center Linkages Plan dated November 1999; b) has completed an evaluation of the feasibility of a fixed-route bus transit service to circulate within the City Center; c) has completed the construction of the Hood Road extension from Alternate A1A to Prosperity Farms Road by the year 2003; and d) has commenced construction to widen Burns Road to four lanes from Military Trail to Prosperity Farms Road.

- i) The level of service standards for PGA Boulevard between Prosperity Farms Road and United States Highway 1 will be:
 - 1) Test One - 50,200 trips on an ADT basis and 4,830 trips on a peak hour basis;
 - 2) Alternate Test One - 2,990 trips on a peak hour peak direction basis, and an intersection critical volume of 1,500;
 - 3) Test Two - 56,700 trips on an ADT basis.