

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Mayor to execute an Interlocal Agreement Between Palm Beach County and the Village of Royal Palm Beach Providing for Traffic Control Jurisdiction with the Village of Royal Palm Beach by Palm Beach County and Terms Pertaining to the Upgrade of the Royal Palm Beach Elementary School Zone Traffic Control Devices.

ISSUE: Section 316.006(2)(c), Florida Statutes, provides that the Village may, by interlocal agreement with Palm Beach County (“County”) agree to transfer traffic regulatory authority over areas within the Village to the County. The Village and County believe that centralizing the installation, operation and maintenance of traffic control devices on the major roadways through the Village by the County is the most economical and efficient means of providing such needed services.

The Village Council has previously approved agreements with the County for the operation and maintenance of traffic signals on County roadways with the Village (select intersections within the Village on May 5, 1998 (R98-594D), as amended by R98-2073D and as part of the Crestwood Boulevard realignment on April 21, 1998 (R98-2073D)).

This proposed interlocal agreement:

- Repeals and replaces prior traffic engineering services agreements to ensure traffic control authority is provided for in a single agreement;
- Provides the County with traffic control authority, except as related to speed limits, over all County-maintained thoroughfare roadways within the Village’s boundaries;
- Establishes that the Village retains traffic control authority over speed limits on County maintained thoroughfare roads and provides that the Village shall not set a speed limit less than 40 miles per hour on such roads;
- Memorializes that the Village retains responsibility for utility costs related to traffic control devices located on County-maintained thoroughfare roadways;
- Confirms that the Village retains ownership and maintenance responsibility of the flashing beacons and associates signs to be installed by the Village on Crestwood Boulevard at Park Road North and Sparrow Drive; and
- Sets the terms upon which the County has agreed to design and construct modifications to the overhead flashers, signs and striping in

the existing Royal Palm Beach Elementary School school zone and provides for reimbursement to the County for all costs incurred.

This agreement will remain in full force and effect until terminated by one of the parties. Either party may terminate the Agreement for convenience with a ninety (90) day written notice to the other party prior to the next succeeding October 1st with said October 1st being the effective date of termination.

RECOMMENDED ACTION: Motion to Approve

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Village Engineer		3/16/23	

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF ROYAL PALM BEACH PROVIDING FOR TRAFFIC CONTROL JURISDICTION WITHIN THE VILLAGE OF ROYAL PALM BEACH BY PALM BEACH COUNTY AND TERMS PERTAINING TO THE UPGRADE OF THE ROYAL PALM BEACH ELEMENTARY SCHOOL ZONE TRAFFIC CONTROL DEVICES.

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into this _____ day of _____, 20____ (Effective Date), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the Village of Royal Palm Beach, a municipal corporation of the State of Florida (VILLAGE) (individually “Party” or collectively “Parties”).

WITNESSETH:

WHEREAS, the COUNTY and the VILLAGE are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, Section 316.006(2)(a), Florida Statutes, as amended, vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads; and

WHEREAS, Section 316.006(2)(c), Florida Statutes, as amended, provides that the VILLAGE may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority (AUTHORITY) over areas within the VILLAGE to the COUNTY; and

WHEREAS, pursuant to Section 316.006(2)(a), Florida Statutes, as amended, the VILLAGE has AUTHORITY over COUNTY roadways within the VILLAGE boundaries; and

WHEREAS, the COUNTY and the VILLAGE entered into interlocal agreements on May 5, 1998 (R98-594D), as amended by R98-2073D, (TRAFFIC ENGINEERING SERVICES AGREEMENTS), wherein the VILLAGE transferred certain traffic control functions and duties to the COUNTY over certain signalized intersections; and

WHEREAS, the Palm Beach County Comprehensive Plan Thoroughfare Right of Way Identification Map, attached hereto as **Exhibit “A”** for illustrative purposes, as may be amended from time to time by the COUNTY without the need for modification of this Agreement, depicts a network of roadways required to meet future traffic demands, with some roadways maintained by the State or the COUNTY, and some by municipalities (collectively THOROUGHFARE); and

WHEREAS, the COUNTY maintained roadways are depicted in the Palm Beach County Road Atlas, attached hereto as **Exhibit “B”** for illustrative purposes, as may be amended from time to time by the COUNTY without the need for modification of this Agreement; and

WHEREAS, the Parties agree to the transfer of AUTHORITY, as provided herein (TRAFFIC CONTROL AUTHORITY); and

WHEREAS, the VILLAGE agrees to retain its responsibility for and pay utility bills for traffic control devices located on COUNTY maintained THOROUGHFARE roadways; and

WHEREAS, the VILLAGE agrees to retain ownership, maintenance responsibility, and AUTHORITY of the rectangular rapid flashing beacons and associated signs to be installed by the VILLAGE on Crestwood Boulevard at Park Road North and on Crestwood Boulevard at Sparrow Drive (CRESTWOOD RRFB), as depicted in **Exhibit “C”** which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Section 316.1895, Florida Statutes, as amended, the Florida Department of Transportation published specifications and requirements with respect to the system of traffic control devices for use on streets and highways surrounding schools in the Speed Zoning for Highways, Roads and Streets in Florida (MANUAL); and

WHEREAS, Section 316.1895(3)(c), Florida Statutes, as amended, provides that the VILLAGE has the responsibility to maintain a school zone located within the VILLAGE boundaries; and

WHEREAS, the existing school zone, including related overhead flashers, signs, and striping, located on Okeechobee Boulevard for Royal Palm Beach Elementary School within the VILLAGE’s municipal boundaries (SCHOOL ZONE) is required to be modified by July 1, 2023 to meet the MANUAL’s standards for traffic control devices; and

WHEREAS, the COUNTY and the VILLAGE desire to design and construct the modifications necessary to meet the MANUAL’s standards for the SCHOOL ZONE, hereinafter referred to as the “PROJECT”; and

WHEREAS, the COUNTY agrees to design and construct the PROJECT according to the Manual on Uniform Traffic Control Devices (MUTCD) and the MANUAL; and

WHEREAS, the VILLAGE agrees to reimburse the COUNTY for all costs incurred by the COUNTY to design and construct the PROJECT; and

WHEREAS, the PROJECT will be designed and constructed within COUNTY maintained right-of-ways; and

WHEREAS, the VILLAGE and COUNTY believe the public’s interest will be best served by the Parties entering into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings, the Parties do hereby covenant, and decree as follows:

The above recitations are true and correct and incorporated herein by this reference.

Section 1. Purpose

The purpose of this AGREEMENT is to:

- a. Repeal and replace TRAFFIC ENGINEERING SERVICES AGREEMENTS to ensure TRAFFIC CONTROL AUTHORITY is provided for in a single agreement; and
- b. Provide the COUNTY with TRAFFIC CONTROL AUTHORITY, except as related to speed limits, over all COUNTY maintained THOROUGHFARE roadways within the VILLAGE's municipal boundaries, and
- c. Memorialize the VILLAGE's retention of the responsibility for utility costs related to traffic control devices located on COUNTY maintained THOROUGHFARE roadways; and
- d. Memorialize the VILLAGE's retention of ownership and maintenance responsibility of the CRESTWOOD RRFB; and
- e. Memorialize the terms upon which the COUNTY and VILLAGE have agreed that the VILLAGE shall retain TRAFFIC CONTROL AUTHORITY over speed limits on COUNTY maintained THOROUGHFARE roadways; and
- f. Memorialize the terms upon which the COUNTY has agreed to design and construct the PROJECT and the VILLAGE has agreed to reimburse the COUNTY for all costs incurred by the COUNTY to design and construct the PROJECT.

Section 2. Repeal of TRAFFIC ENGINEERING SERVICES AGREEMENTS

The TRAFFIC ENGINEERING SERVICES AGREEMENTS are hereby repealed in their entirety and replaced by this AGREEMENT.

Section 3. COUNTY TRAFFIC CONTROL AUTHORITY

- a. COUNTY Maintained THOROUGHFARE Roads
 - i. Subject to the limitations in this Section 3, the VILLAGE agrees to transfer and the COUNTY agrees to accept TRAFFIC CONTROL AUTHORITY over all COUNTY maintained THOROUGHFARE roads within the VILLAGE's municipal boundaries. To the extent that the VILLAGE annexes a right-of-way within the limits of a COUNTY maintained THOROUGHFARE road, such annexed right-of-way shall be included in this AGREEMENT. However, on COUNTY maintained THOROUGHFARE roads, the COUNTY does not accept any maintenance responsibility for any traffic control device, such as the CRESTWOOD RFPB, and any pavement markings, signs, and traffic signals that was not warranted, as determined by the County Engineer (UNWARRANTED DEVICES). UNWARRANTED DEVICES may be removed by the COUNTY. The VILLAGE agrees to retain maintenance responsibility for UNWARRANTED DEVICES located on COUNTY maintained THOROUGHFARE roads, as of the Effective Date.

- ii. Subject to the limitations in this Section 3, pursuant to its TRAFFIC CONTROL AUTHORITY over COUNTY maintained THOROUGHFARE roads, the COUNTY may place and maintain such traffic control devices which conform to the MUTCD and specifications of the Florida Department of Transportation, as COUNTY shall deem necessary to indicate and carry out the provisions of Chapter 316, Florida Statutes, or to regulate, warn, or guide traffic.
 - iii. The VILLAGE agrees to retain the responsibility for and directly pay Florida Power & Light (FPL) for all utility costs related to all traffic control devices, including traffic signals and flashers, on COUNTY maintained THOROUGHFARE roads.
 - iv. The VILLAGE shall retain the TRAFFIC CONTROL AUTHORITY over establishing speed limits on COUNTY maintained THOROUGHFARE roads, provided that the VILLAGE shall not set a speed less than 40-miles per hour on any COUNTY maintained THOROUGHFARE road, unless approved by the County Engineer.
- b. VILLAGE Roads
- i. The VILLAGE agrees to transfer and the COUNTY agrees to accept and perform certain functions and duties on VILLAGE maintained roads, as follows:
 - a. At the intersections of VILLAGE and COUNTY maintained roads, the VILLAGE and COUNTY shall equally share all costs related to the design and installation of any TRAFFIC CONTROL DEVICE to be installed after the Effective Date, and shall equally share the costs incurred by the COUNTY related to any modification, upgrade, or replacement of any TRAFFIC CONTROL DEVICE incurred after the Effective Date, regardless of cause.
 - b. Payments are to be made by the VILLAGE within thirty (30) days from the date of the COUNTY invoice.
 - c. The Parties understand and agree that all rights and powers, as may be vested in the VILLAGE pursuant to Chapter 316, Florida Statutes, and any other law, ordinance, or VILLAGE Charter provision, that are not specifically transferred to the COUNTY under this AGREEMENT, shall be retained by the VILLAGE. The Parties further understand and agree that the VILLAGE is not transferring any of its traffic enforcement functions, rights, or duties by the execution of this AGREEMENT, and the VILLAGE shall fully retain such traffic enforcement functions, rights, and duties, together with all right of enforcement of VILLAGE traffic ordinances or State traffic laws.

Section 4. Transfer of Ownership of Traffic Control Devices

With the exception of UNWARRANTED DEVICES, the VILLAGE hereby transfers ownership to the COUNTY of all traffic control devices installed within and owned by the VILLAGE on COUNTY maintained THOROUGHFARE roads, if any, and TRAFFIC CONTROL DEVICES,

which are included in this AGREEMENT under Section 3.b.i. above. Ownership of UNWARRANTED DEVICES remains with the VILLAGE.

Section 5. VILLAGE's PROJECT Responsibilities. VILLAGE agrees to:

- a. Reimburse the COUNTY for all costs incurred to design, construct and inspect the PROJECT. The construction costs include any costs required to build the PROJECT, including but not limited to the cost to acquire easements for the PROJECT, costs to acquire easements to maintain the PROJECT in perpetuity, and costs to relocate utilities that are in conflict to install and or maintain the PROJECT in perpetuity. The costs of the PROJECT shall be based on the actual costs incurred by the COUNTY. Based on the current COUNTY annual signal construction contract, the COUNTY's preliminary cost estimate for 100% of the PROJECT costs related to design, construction, and inspection is \$150,000.00. Within thirty (30) days of the COUNTY's written request, the VILLAGE shall pay the COUNTY the full amount requested.
- b. Relocate utilities under the authority of the VILLAGE that are determined to be in conflict with the PROJECT, as determined by the County Engineer.

Section 6. COUNTY's PROJECT Responsibilities. COUNTY agrees to:

- a. Acquire easements determined necessary by the County Engineer for the PROJECT.
- b. Acquire easements needed by the COUNTY to maintain the PROJECT in perpetuity, as determined by the County Engineer.
- c. Develop the engineering design and construction plans for the PROJECT.
- d. Obtain all required permits for the PROJECT.
- e. Award the PROJECT to one of the COUNTY's annual signal contractors for construction.
- f. Construct the PROJECT.
- g. Provide construction inspection of the PROJECT and as part of its TRAFFIC CONTROL AUTHORITY, assume maintenance responsibility, upon final acceptance of the PROJECT.

Section 7. Termination

This AGREEMENT shall continue in full force and effect until terminated by one of the Parties. This AGREEMENT may be terminated by COUNTY or VILLAGE upon formal written notice given at least ninety (90) days prior to the next succeeding October 1st and said October 1st shall be the effective date of such cancellation.

- a. Upon termination, traffic control devices on COUNTY maintained THOROUGHFARE roads may be (1) purchased by the VILLAGE or (2) removed by the COUNTY at the VILLAGE's expense. If the VILLAGE desires to purchase COUNTY'S traffic control devices, VILLAGE shall pay the COUNTY for the COUNTY's original incurred cost thereof, as determined by the County Engineer, including installation charges, minus a depreciation factor of one-tenth (1/10) of the original cost per year to be deducted from

such cost. In no event however shall the payment be less than thirty percent (30%) of the original cost of installation. The VILLAGE is to submit notice of intent to purchase within sixty (60) days from the date of termination and shall pay the COUNTY within sixty (60) days from the date of the COUNTY invoice.

- b. If the VILLAGE does not desire to purchase the COUNTY's traffic control devices, the COUNTY shall remove the traffic control devices and the VILLAGE shall pay the COUNTY for all actual costs to remove the traffic control devices, within thirty (30) days from the date of the COUNTY invoice.
- c. Upon termination, TRAFFIC CONTROL DEVICES owned prior to the Effective Date of this AGREEMENT by the VILLAGE, if any, shall become VILLAGE property and subject to VILLAGE ownership and control thereafter.

Section 8. Effective Date

This AGREEMENT shall take effect upon execution by the Parties.

Section 9. Filing

Upon execution by both Parties, a certified copy of this AGREEMENT shall be filed with the Clerk of Circuit Court in and for the COUNTY.

Section 10. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be inoperative, void, or otherwise invalid, such holding shall not affect the remaining portions of this AGREEMENT, and the same shall remain in full force and effect.

Section 11. Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, VILLAGE and COUNTY represent that each is a political sub-division of the state subject to the limitations of Florida Statutes 768.28, as amended. VILLAGE and COUNTY each agree to maintain fiscally sound and prudent insurance programs with regard to their respective obligations under this AGREEMENT.

Should either VILLAGE and/or COUNTY contract with a third-party to perform any service related to the AGREEMENT, VILLAGE and/or COUNTY shall require the third-party to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include VILLAGE and COUNTY as Additional Insureds.

Section 12. Indemnification

The VILLAGE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this AGREEMENT or due to the acts or omissions of the VILLAGE. The VILLAGE's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Florida Statutes 768.28 be waived.

Section 13. Notices

All notices or inquiries required or allowed by this AGREEMENT shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the Party to whom such notice is to be given. Notices are to be sent to the following locations:

As to the activities of COUNTY and the VILLAGE:

COUNTY: Palm Beach County Engineering and Public Works Department
Attn: Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director
P.O. Box 21229
West Palm Beach, FL 33416-1229

With a copy to: Palm Beach County Attorney's Office
Attn: Yelizaveta B. Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33416-1229

VILLAGE: Village of Royal Palm Beach
Attn: Raymond C. Liggins, P.E., Village Manager
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

With a copy to: Village of Royal Palm Beach's Attorney's Office
Attn: Keith W. Davis, Esq.
Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407

Section 14. Legal Fees

Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this AGREEMENT shall be borne by the respective Parties.

Section 15. Venue

This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Venue for any and all legal actions necessary to enforce this AGREEMENT shall 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 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.

Section 16. Records

The COUNTY and VILLAGE shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT for at least five (5) years after completion or termination of this AGREEMENT.

Section 17. Non-Discrimination

The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in R2017-1770, as amended.

Section 18. Contractual Relationship

The VILLAGE is, and shall be, in the performance of all work, services and activities under this AGREEMENT, an independent contractor and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the AGREEMENT shall at all times in all places be subject to the VILLAGE's sole direction, supervision, and control. The VILLAGE shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The VILLAGE's relationship and the relationship of its employees, agents or contractors to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The VILLAGE does not have the power or authority to bind the COUNTY in any promise, agreement, nor representation.

Section 19. Legal Compliance

The VILLAGE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. The VILLAGE further agrees to include this provision in all contracts issued as a result of this AGREEMENT.

Section 20. Convicted Vendor List

As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, the VILLAGE shall have its contractors certify that their affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

Section 21. Preparation of the Agreement

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 constraint, be construed more severely against one of the Parties than the other.

Section 22. Assignment

Neither the COUNTY nor the VILLAGE shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

Section 23. Amendment

Except as expressly permitted herein to the contrary, 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. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) business days prior written notice to the other Party.

Section 24. Inspector General

The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the VILLAGE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of COUNTY Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 25. Third-Party Beneficiary

No provision of this AGREEMENT is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a Party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the VILLAGE.

Section 26. Default/Cure

The Parties expressly covenant and agree that in the event either Party is in default of its obligations herein, the Party not in default shall provide to the Party in default 30-day written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.

Section 27. Counterparts

This AGREEMENT, including any exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same AGREEMENT. The COUNTY may execute the AGREEMENT through electronic or manual means. The VILLAGE shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.

Section 28. PROJECT Funding

All provisions of this AGREEMENT calling for the expenditure of ad valorem tax money by either the COUNTY or the VILLAGE are subject to annual budgetary funding and should either Party involuntarily fail to fund any of its respective obligations pursuant to the AGREEMENT, then the PROJECT may be terminated. Provided however, once the PROJECT has been awarded to the COUNTY contractor, it shall be prosecuted to completion and this AGREEMENT shall be binding upon both Parties and neither Party shall have the right to terminate the AGREEMENT for the reason that sufficient funds are not available for the construction of the PROJECT.

Section 29. Appropriations

COUNTY's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this day and year first above written.

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Motasem Al-Turk, P.E., Ph.D.
Traffic Division Director

ATTEST:

VILLAGE OF ROYAL PALM BEACH

By: _____
Diane DiSanto,
VILLAGE Clerk

By: _____
Fred Pinto
VILLAGE Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Keith W. Davis, Esq.
VILLAGE Attorney

EXECUTED by COUNTY this _____ day of _____, 20 ____.

(COUNTY Seal)

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

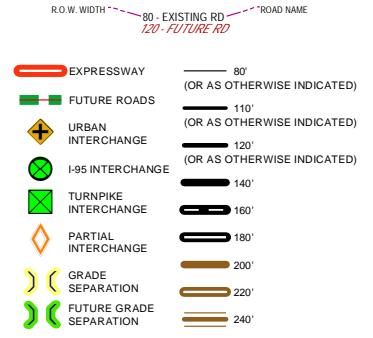
By: ybh
Yelizaveta B. Herman
Assistant County Attorney

MAP TE 14.1
THOROUGHFARE RIGHT OF WAY
IDENTIFICATION MAP

"THE INTERSECTION OF ALL THOROUGHFARES INTERSECTING AT GRADE SHALL HAVE THE RIGHT-OF-WAY PROTECTED TO PROVIDE FOR AN EXPANDED INTERSECTION WITH SPECIAL LANES. THIS RIGHT-OF-WAY SHALL BE AS DETAILED IN THE SPECIAL INTERSECTION TREATMENT DRAWINGS. THE COUNTY ENGINEER SHALL HAVE THE DISCRETION TO WAIVE THE EXPANDED INTERSECTION REQUIREMENT WHERE HE DETERMINES THAT EXISTING DEVELOPMENT MAKES THE REQUIREMENT UNFEASIBLE."

POLICY 1.4.2: The rural parkway concept is established to protect the rural character of roadways outside of the urban/suburban tier, and those roadways identified on the conceptual plan of an agricultural enclave designated pursuant to F.U.C. policies 2.2.5 and 2.2.6. Rural parkways shall accommodate future transportation planning needs to ensure that the cross-section and alignment of the roads preserves the rural residential lifestyle, sense of place and quality of life of the adjacent areas. For properties fronting on rural parkways, a portion of the designated right-of-way may be retained in private owner title provided that the property owner dedicates a parkway easement to palm beach county for non-vehicular pathways. Such dedications shall only be required when consistent with the criteria contained in transport policy 1.4.4. the following roadway segments are hereby designated as rural parkways:

- Northlake Blvd from Seminole Pratt Whitney Rd to the western edge of the Palm Beach Gardens Municipal Golf Course, with a 50 ft easement on each side of the road being dedicated exclusively for multipurpose paths.
- Lyons Rd from Atlantic Ave to Boynton Beach Blvd, with a 100 ft easement on each side in order to accommodate multipurpose pathways. Undulating terrain, no taller than five feet and landscaped with native vegetation, shall be required. No walls shall be allowed within the parkway easements.
- Persimmon Blvd from 140th Ave North to approx. 3,000 ft east of Seminole Pratt Whitney Rd (as measured along the center line, and not located within an urban or sub-urban transect), a 50 ft easement on each side in order to accommodate multipurpose pathways landscaped with at least 70% native vegetation, shall be required. No walls or signs shall be allowed within parkway easements. However, a pair of contrast-sensitive community identification monuments may be permitted provided they are more than 400 ft from the terminus of the parkway easement, subject to approval by the planning director.
- 140th Ave North from the municipal boundary of Loxley/Grove to 60th St North, a 50 ft easement on the west side in order to accommodate a multipurpose pathways landscaped with at least 70% native vegetation, shall be required. No walls or signs shall be allowed within the parkway easements. The future "ham center parkway" within the agricultural enclave, from 60th St North to approx. 2,500 ft east of Seminole Pratt Whitney Rd (as measured along the center line, and not located within an urban or sub-urban transect), a 50 ft easement on each side in order to accommodate multipurpose pathways landscaped with at least 70% native vegetation, shall be required. No walls or signs shall be allowed within parkway easements. However, a pair of contrast-sensitive community identification monuments may be permitted provided they are more than 400 ft from the terminus of the parkway easement, subject to approval by the planning director.
- Seminole Pratt Whitney Rd from Sycamore Dr to Persimmon Blvd, and from 1,400 ft south of 60th St North to 60th St North, an 80 ft easement on each side in order to accommodate multipurpose pathways landscaped with at least 70% native vegetation, shall be required. No walls or signs shall be allowed within the parkway easements. However, for each segment, a pair of contrast-sensitive community identification monuments may be permitted provided they are more than 400 ft from the terminus of the parkway easement, subject to approval by the planning director.
- 60th St North from 140th Ave North to the Canal crossing at 59th Lane North, a 50 ft easement on the south side in order to accommodate a multipurpose pathway landscaped with at least 70% native vegetation, shall be required. No walls or signs shall be allowed within the parkway easements.
- 180th Ave North from the north property line of the Indian Trails Grove PUD to Orange Blvd, a minimum 80 ft easement on the west side in order to accommodate a multipurpose paved pedestrian pathway and equestrian trail landscaped with at least 70% native vegetation shall be required. No walls shall be allowed within the parkway easement. However, a pair of contrast-sensitive community identification monuments may be permitted provided they are more than 400 ft from the terminus of the parkway easement, subject to approval by the planning director.
- 190th St North adjacent to the Indian Trails Grove PUD, a minimum of 50 ft wide easement on the east and west side in order to accommodate a multipurpose paved pedestrian pathway and equestrian trail landscaped with at least 70% native vegetation, shall be required. No walls shall be allowed within the parkway easements. However, a pair of contrast-sensitive community identification monuments may be permitted provided they are more than 400 ft from the terminus of the parkway easement, subject to approval by the planning director.
- Orange Blvd from 180th Ave North to 190th St North, a minimum of 50 ft wide easement on the north in order to accommodate a multipurpose pathway and equestrian trail and a 50 ft wide easement on the south side to accommodate a multipurpose pathway, both landscaped with at least 70% native vegetation, shall be required. No walls shall be allowed within the parkway easements. However, a pair of contrast-sensitive community identification monuments may be permitted provided they are more than 400 ft from the terminus of the parkway easement, subject to approval by the planning director.
- 60th St North from the western limits of the M-1 Canal to 180th St North, a minimum of 50 ft wide easement on the south side of 60th St North, in order to accommodate a multipurpose paved pedestrian pathway from the eastern limits of the Indian Trails Grove PUD to the westernmost PUD entrance and equestrian trail from the eastern limits of the PUD to the westernmost PUD entrance with at least 70% native vegetation, shall be required. No walls shall be allowed within the parkway easements. However, a contrast-sensitive community identification monument may be permitted provided they are more than 400 ft from the terminus of the parkway easement, subject to approval by the planning director.

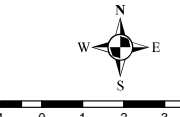


NOTES: PROPOSED FACILITIES INDICATE CORRIDOR
NEEDED ONLY. LOCATION TO BE DETERMINED
BY SPECIFIC CORRIDOR & DESIGN STUDIES.

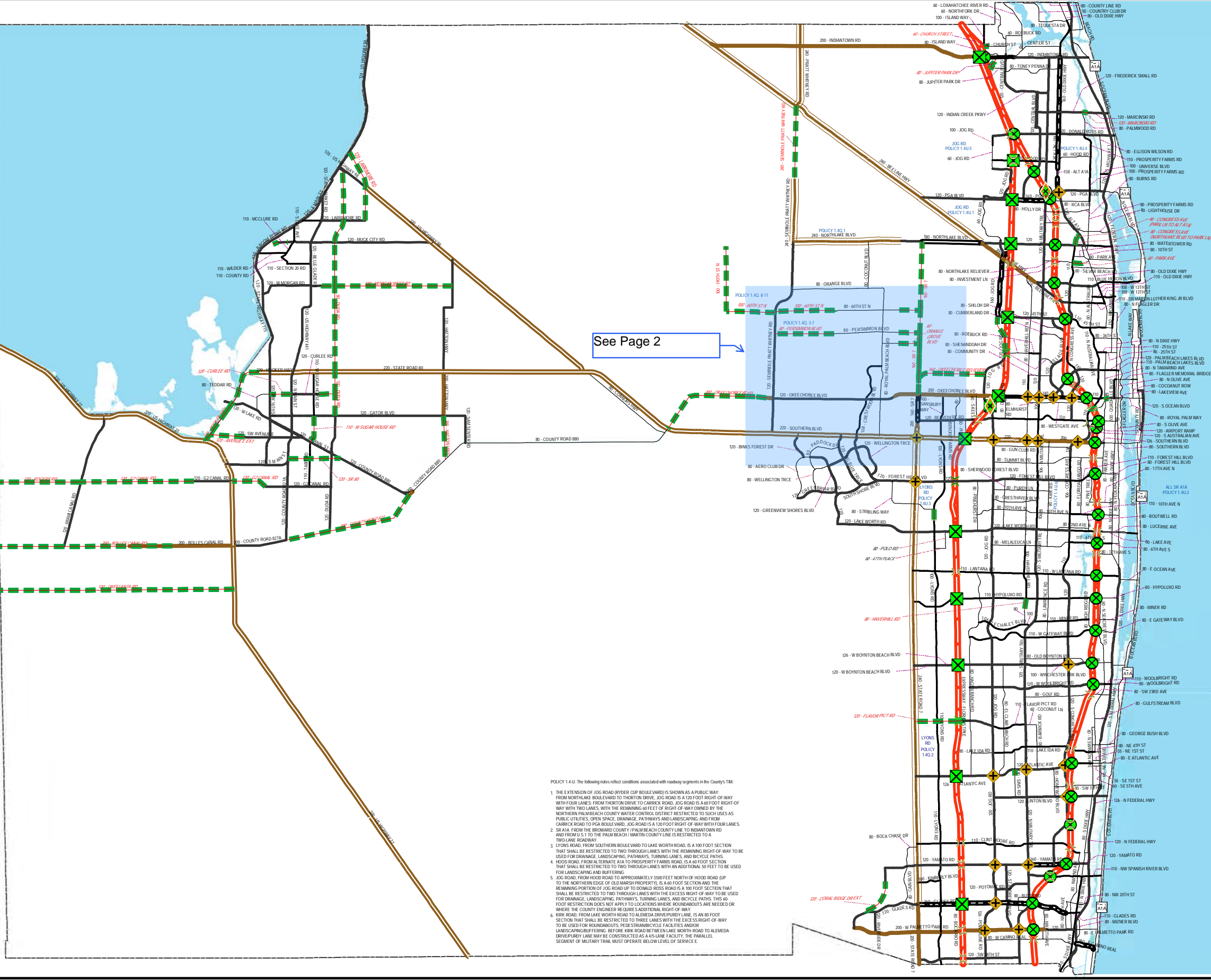
SOURCES: ENGINEERING & PUBLIC WORKS DEPT.
Last Amended In Round 21-B2 by Ord. 2021-029



PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES



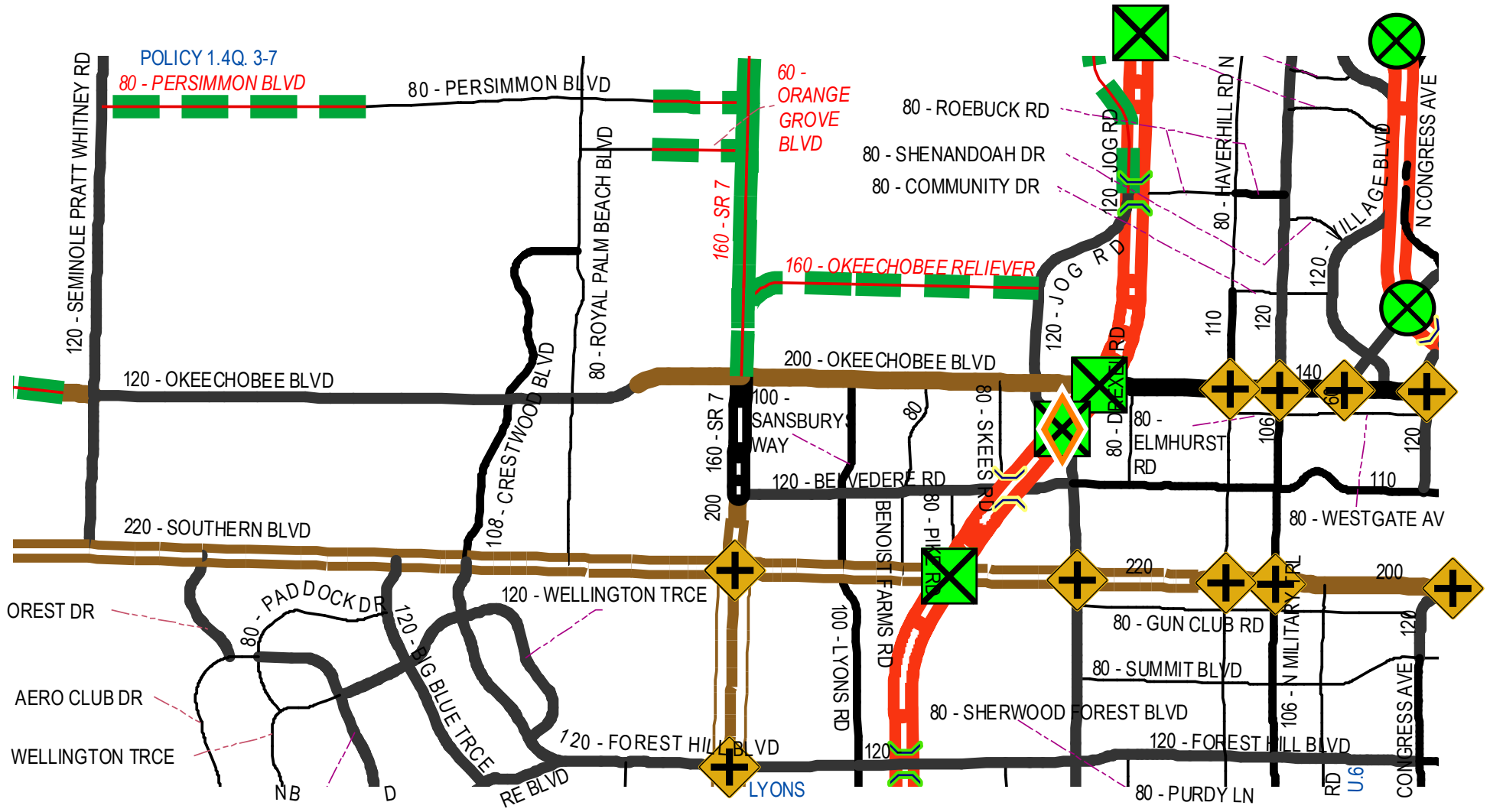
Effective Date: 12/19/2021
Filename: N:\Map Series\MXD\AsAdopted
Contacts: PBC Planning Department or
PBC Engineering & Public Works Department

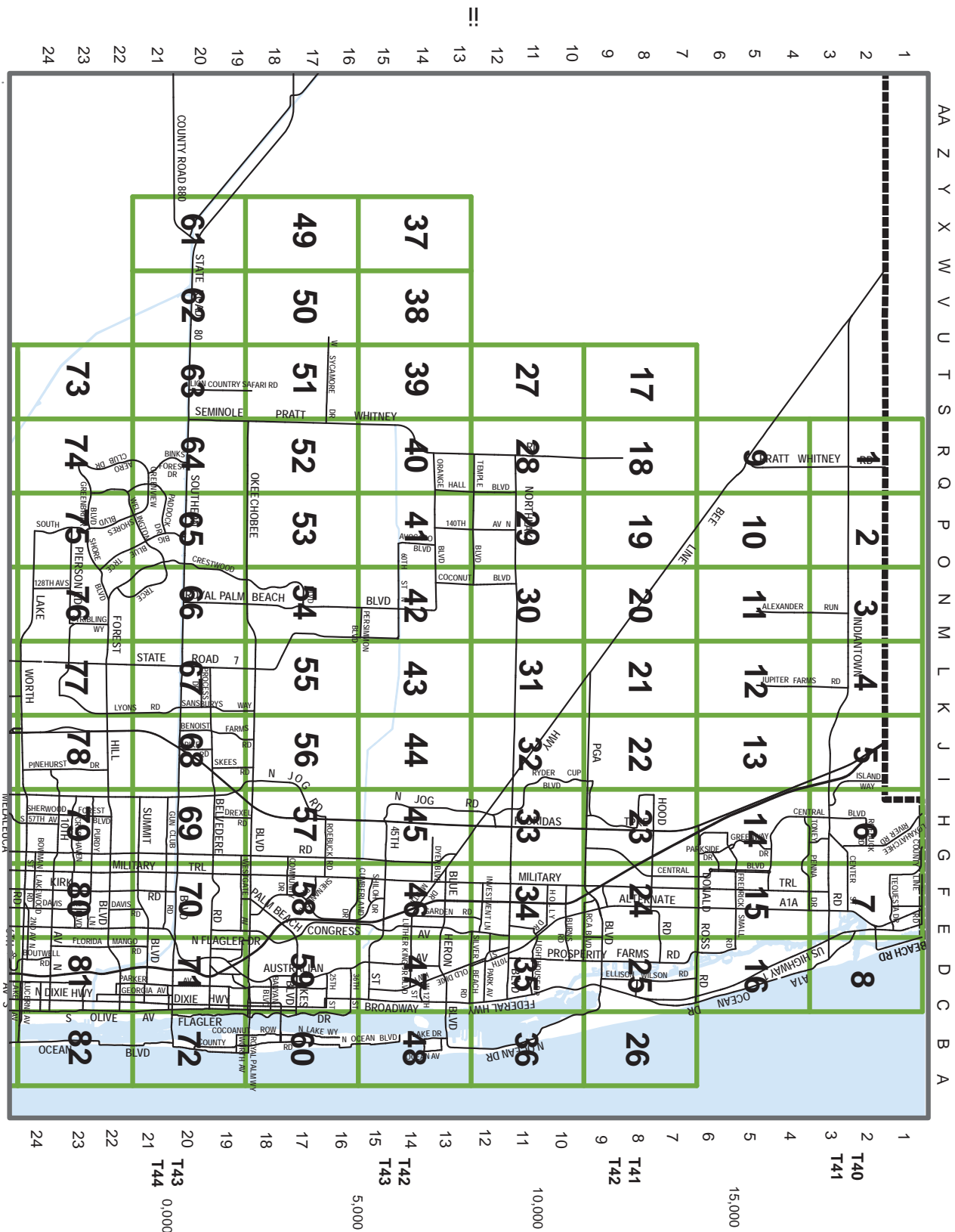


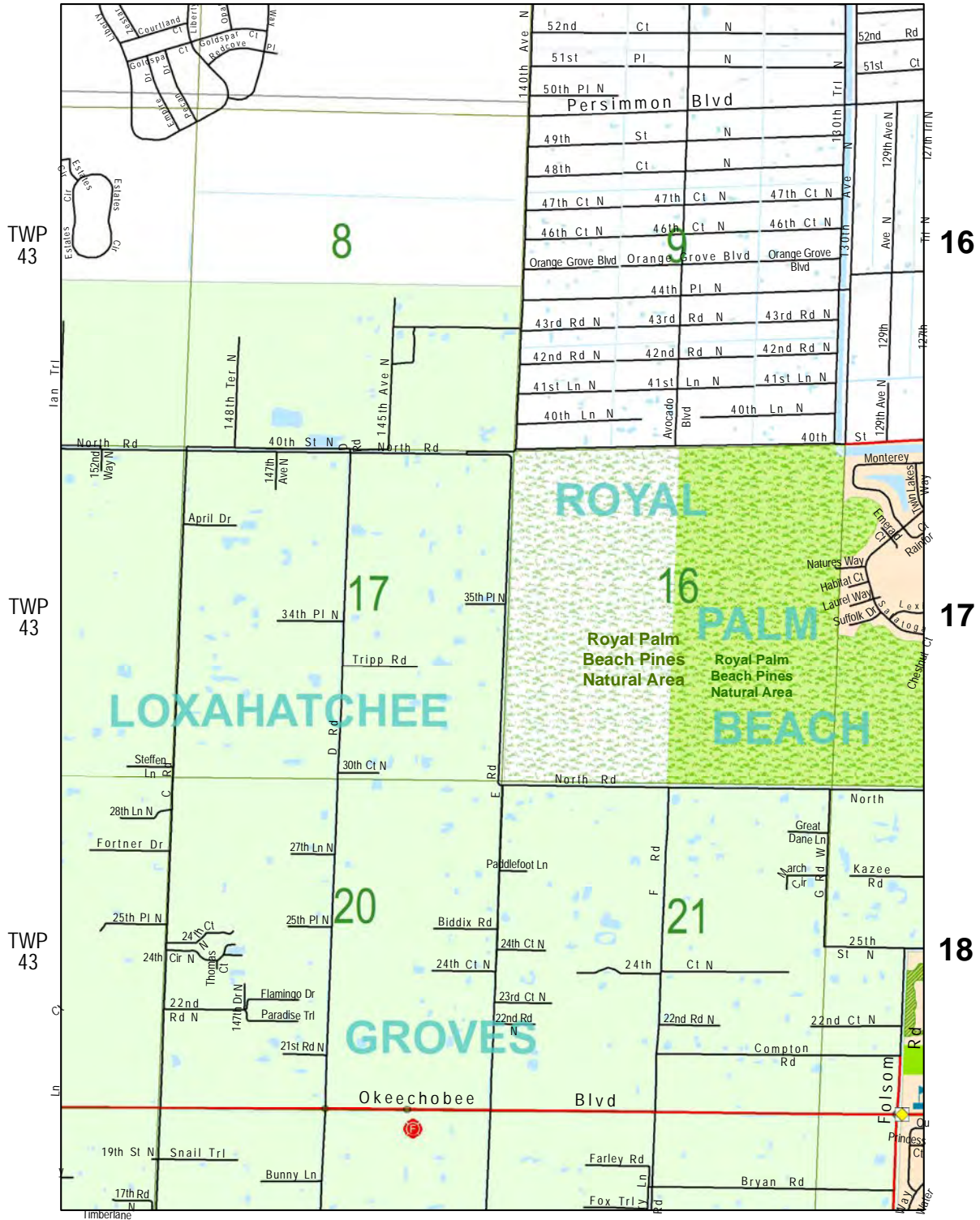
POLICY 1.4.4: The following notes reflect conditions associated with roadway segments in the County's T&E.

- THE EXTENSION OF JAG ROAD (RYDER CUP BOULEVARD) IS SHOWN AS A PUBLIC WAY FROM NORTHLAKE BOULEVARD TO THORNTON DRIVE. JAG ROAD IS A 120 FOOT RIGHT-OF-WAY WITH FOUR LANES. FROM THORNTON DRIVE TO CARRICK ROAD, JAG 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 PALM BEACH BLVD, JAG ROAD IS A 120 FOOT RIGHT-OF-WAY WITH FOUR LANES.
- SR A1A FROM THE BOWEN ROAD TO PALM BEACH COUNTY LINE TO INDIANTOWN RD AND FROM I-95 TO THE PALM BEACH/MARTIN COUNTY LINE IS RESTRICTED TO A TWO-LANE ROADWAY.
- 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.
- 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.
- JAG 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 JAG 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.
- KIRK ROAD FROM LAKE WORTH ROAD TO ALAMEDA DRIVE/PUERTO RICO LANE IS AN 80 FOOT SECTION THAT SHALL BE RESTRICTED TO THREE LANES WITH THE EXCESS RIGHT-OF-WAY TO BE USED FOR ROUNDABOUTS, PEDESTRIAN/BICYCLE FACILITIES AND/OR LANDSCAPING/BUFFERING. BEFORE KIRK ROAD BETWEEN LAKE WORTH ROAD TO ALAMEDA DRIVE/PUERTO RICO LANE MAY BE CONSTRUCTED AS A 65-LANE FACILITY, THE PARALLEL SEGMENT OF MILITARY TRAIL MUST OPERATE BELOW LEVEL OF SERVICE E.

Detailed view of Royal Palm Beach vicinity







TWP
43

TWP
43

TWP
43



16

17

18

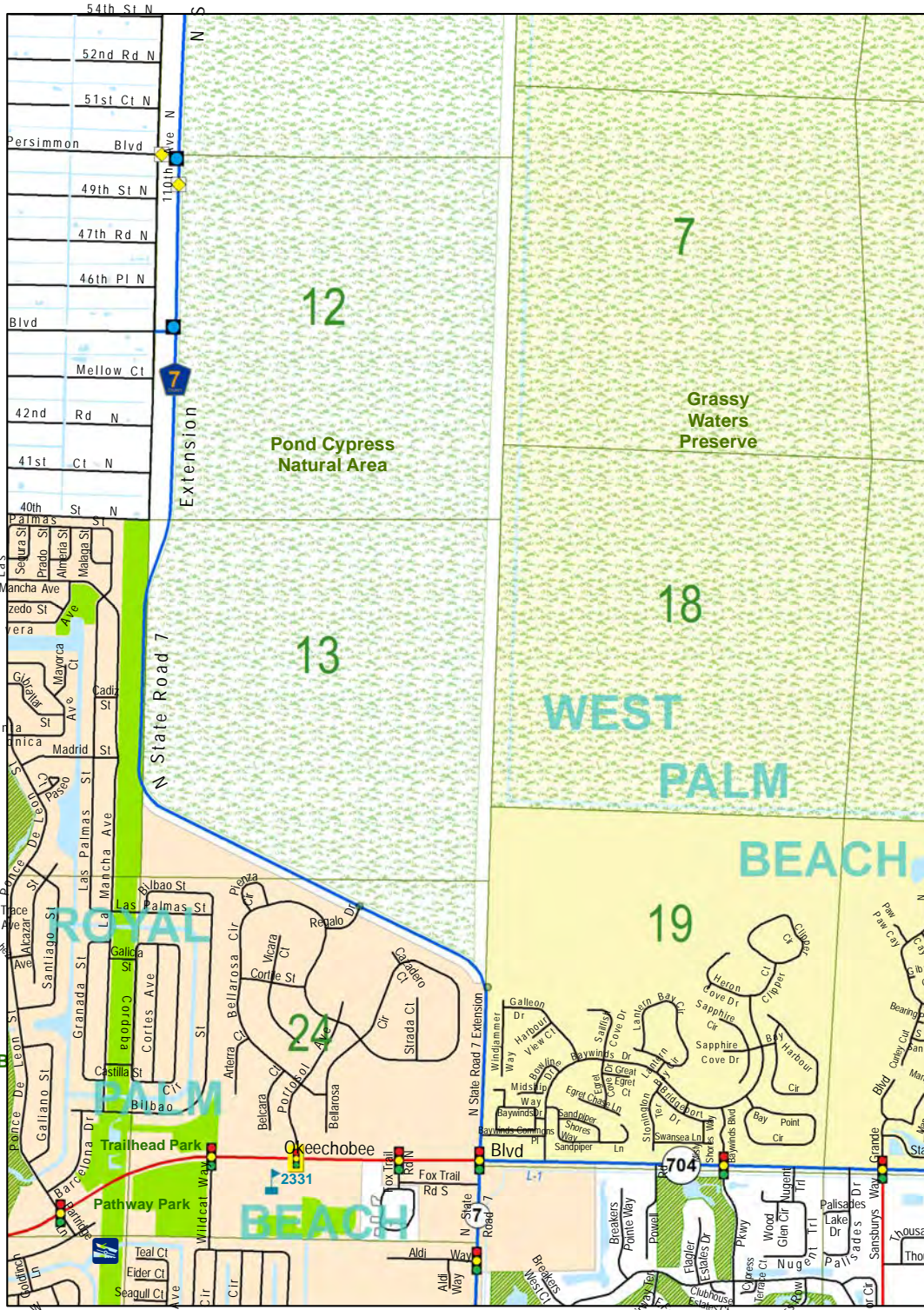
RNG 41

RNG 41

TWP
43

TWP
43

TWP
43



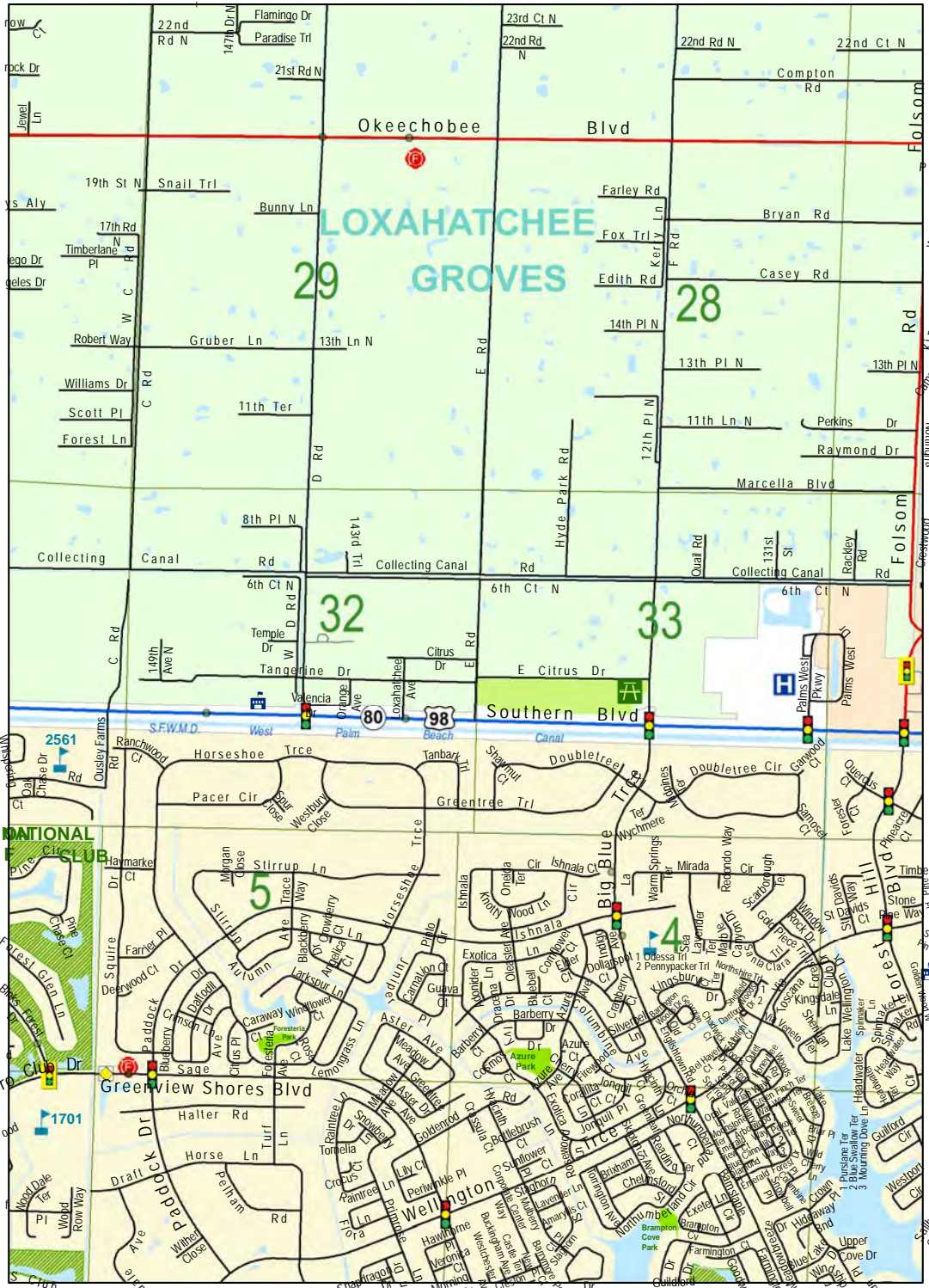
RNG 41

RNG 42

TWP
43

TWP
43

TWP
44



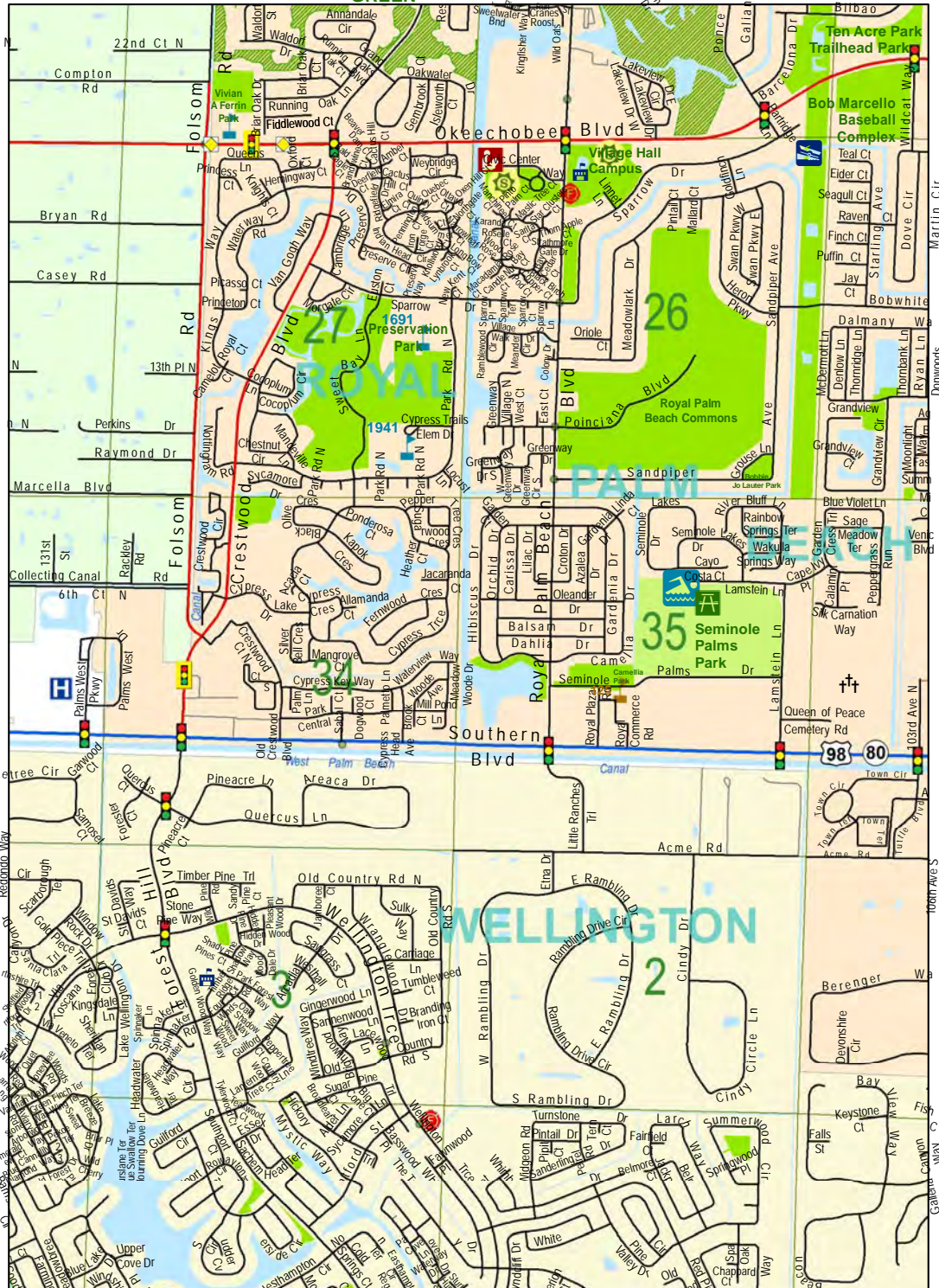
RNG 41

RNG 41

TWP
43

TWP
43

TWP
44



19

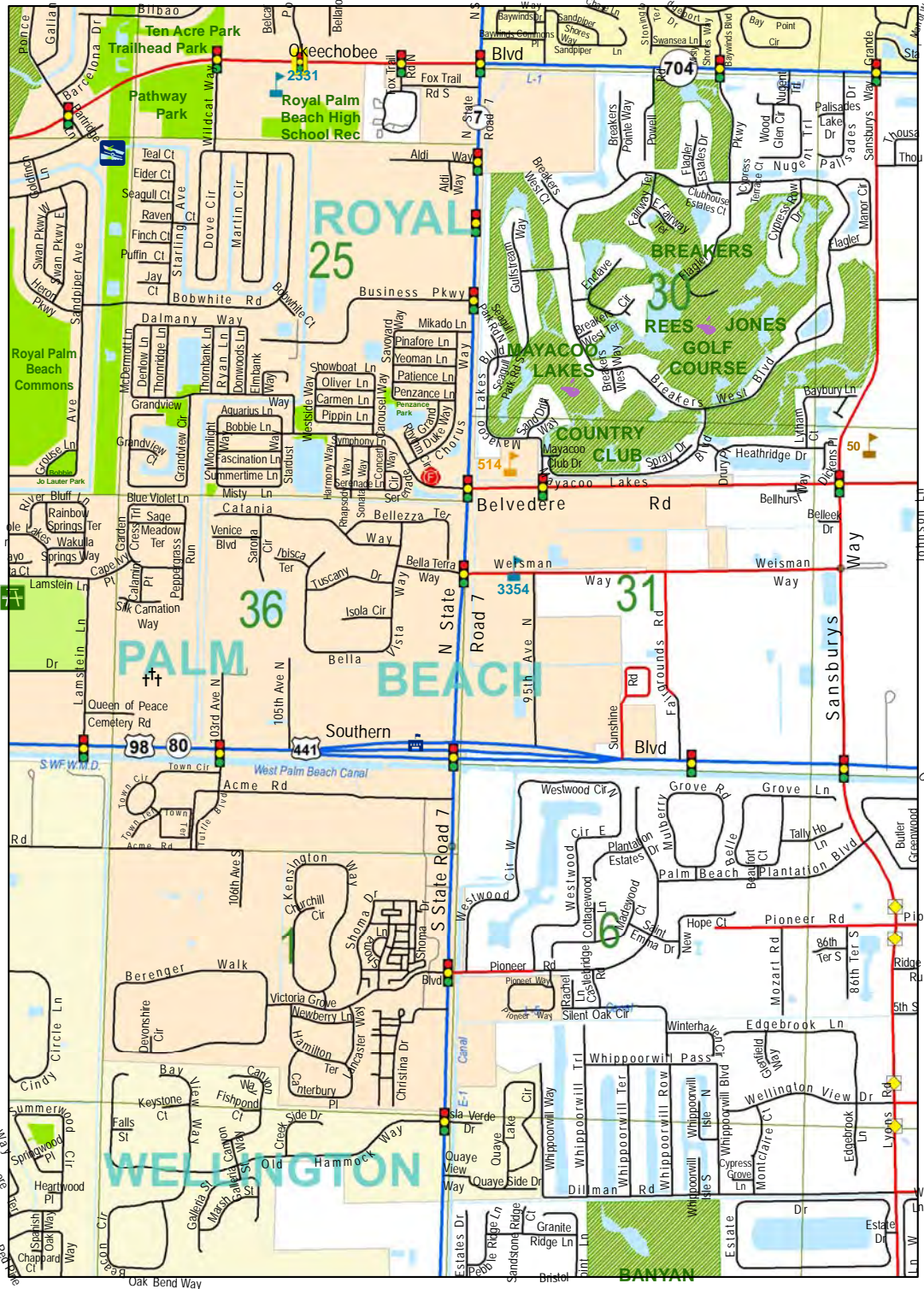
20

21

TWP
43

TWP
43

TWP
44



RNG 41

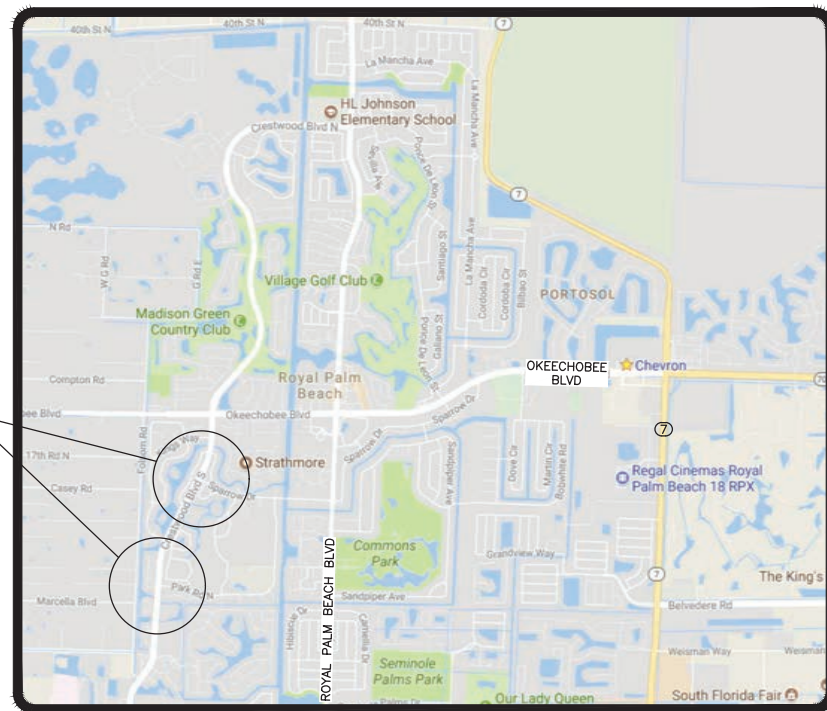
RNG 42

COUNTY OF PALM BEACH
STATE OF FLORIDA
SIGNING & PAVEMENT MARKING PLANS

INDEX OF SHEETS

SHEET No.	DESCRIPTION
SP-1	KEY SHEET
SP-2	GENERAL NOTES & RRFB DETAIL
SP-3	CRESTWOOD BOULEVARD SIGNING & MARKING PLAN

CRESTWOOD BOULEVARD
RECTANGULAR RAPID FLASHING BEACONS



PROJECT LOCATIONS

LOCATION MAP
NOT TO SCALE

SEC. 27, TWP. 43S., RGE. 41E.

CRESTWOOD BOULEVARD = 40 M.P.H. SPEED LIMIT

STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD
PLANS FY2021-22 EDITION AND STANDARD
SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION JULY 2021, AND FDOT SPEED ZONING
FOR HIGHWAY, ROADS AND STREETS IN FLORIDA
MANUAL AUGUST 2018, FEBRUARY 2021 PALM BEACH
COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING,
AND GEOMETRICS, 2019 PALM BEACH COUNTY
TRAFFIC SIGNAL INSTALLATION STANDARDS AND
DETAILS, AS AMENDED BY CONTRACT DOCUMENTS.

MAINTENANCE OF TRAFFIC:
FOR INDEX #'S USE F.D.O.T. STANDARD PLANS
102-600, 601, 602, 607, 613, 660 & 661

APPLICABLE DESIGN STANDARDS REVISIONS:
For Design Standards Modifications click on
"Design Standards" at the following web site:
<http://www.dot.state.fl.us/rddesign/>

PLANS PREPARED BY:

SIMMONS & WHITE, INC.
2581 METROCENTRE BLVD WEST, SUITE 3
WEST PALM BEACH, FL 33407

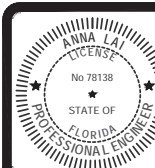
NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE
IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND
CRITERIA IN EFFECT ON THIS DATE FOR PALM BEACH COUNTY
ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION.

DATE: 12-21-21 PROFESSIONAL ENGINEER #78138.

ANNA LAI, P.E.



ANNA LAI, P.E., STATE OF FLORIDA, PROFESSIONAL
ENGINEER, LICENSE NO. 78138
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND
SEALED BY ANNA LAI, P.E. ON 12/21/2021 USING A
SHA-1 AUTHENTICATION CODE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SHA-1
AUTHENTICATION CODE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

Digitally signed
by Anna Lai
Date:
2021.12.21
12:43:59 -05'00'



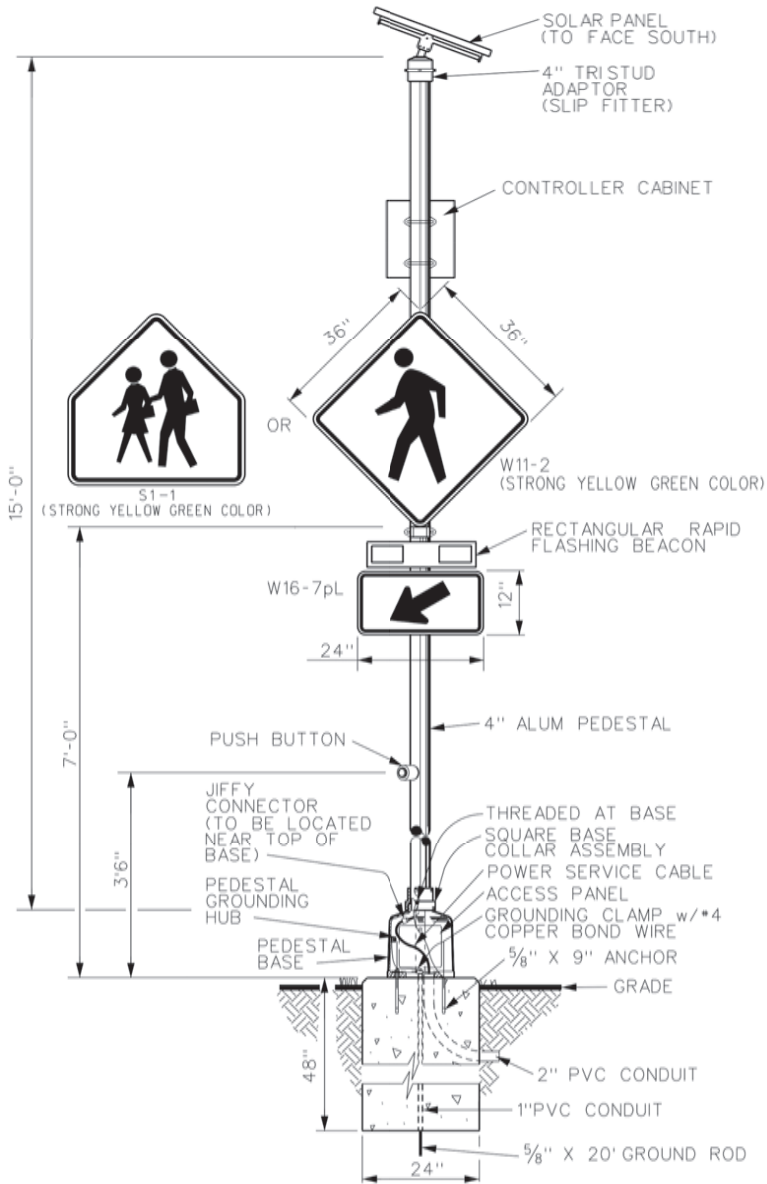
DESIGN
A.L.
DRAWN
C.O.
CHECKED
T.B.
APPROVED
R.R.
DATE

CRESTWOOD BOULEVARD
RECTANGULAR RAPID FLASHING BEACONS
KEY SHEET

JOB NO.
21-172A
DRAWING NO.
21172ASP1
SHEET
SP-1
OF
SP-3

SIGNING & PAVEMENT MARKING GENERAL NOTES

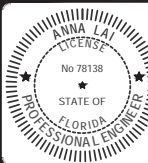
1. ALL WORKMANSHIP AND MATERIALS WITHIN TOWN OF ROYAL PALM BEACH RIGHT-OF-WAY SHALL CONFORM TO THE FY2021-22 FDOT STANDARD PLANS AND JULY 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FDOT SPEED ZONING FOR HIGHWAY, ROADS AND STREETS IN FLORIDA MANUAL AUGUST 2018, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2009 EDITION).
2. SIGNING AND PAVEMENT MARKING PLANS ARE BASED ON FIELD OBSERVATIONS OF EXISTING CONDITIONS ON NOVEMBER 18, 2021. FIELD CONDITIONS MAY HAVE CHANGED SINCE NOVEMBER 18, 2021. AERIAL SHOWN IS FROM 2019 AND MAY NOT REFLECT CURRENT FIELD CONDITIONS. SIGNS AND PAVEMENT MARKINGS NOTED ARE THOSE RECOMMENDED TO BE REPLACED, MODIFIED, REMOVED OR RELOCATED PER NOTE 1.
3. ALL SIGNS RELOCATED AND INSTALLED WITHIN THE RIGHT-OF-WAY SHALL BE 7' HIGH FROM THE BOTTOM OF THE SIGN TO THE GROUND (OR 6' HIGH FROM THE BOTTOM OF THE SIGN TO THE GROUND IF A SECONDARY SIGN IS MOUNTED BELOW THE MAIN SIGN).
4. SIGNS SHALL BE INSTALLED 6' FROM THE EDGE OF PAVEMENT TO THE CLOSEST EDGE OF THE SIGN (2' FROM THE FACE OF THE CURB TO THE EDGE OF THE SIGN WHERE RAISED CURB IS INSTALLED); THIS IS THE LATERAL OFFSET. THE 6' REQUIREMENT CAN BE REDUCED IF A BREAKAWAY SIGN POST IS UTILIZED.
5. REMOVE ALL NONSTANDARD SIGNS AND REPLACE WITH RETROREFLECTIVE MUTCD COMPLIANT SIGNS. PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SECTION 7B.07, SCHOOL WARNING SIGNS, INCLUDING THE "SCHOOL" PORTION OF THE SCHOOL SPEED LIMIT (S5-1) SIGN AND INCLUDING ANY SUPPLEMENTAL PLAQUES USED IN ASSOCIATION WITH THESE WARNING SIGNS, SHALL HAVE A FLUORESCENT YELLOW-GREEN BACKGROUND WITH A BLACK LEGEND AND BORDER UNLESS OTHERWISE PROVIDED IN THE MUTCD FOR A SPECIFIC SIGN. ENSURE THE FLUORESCENT YELLOW-GREEN BACKGROUND REQUIREMENTS ARE MET WITH EXISTING SIGNAGE, NEW SIGNAGE OR SIGN RELOCATIONS.
7. SCHOOL PAVEMENT MARKINGS THAT NEED TO BE REPAINTED OR INSTALLED SHALL BE INSTALLED PER THE LATEST FDOT SPEED ZONING FOR HIGHWAYS, ROADS AND STREETS IN FLORIDA MANUAL.



RECTANGULAR RAPID FLASHING BEACON DETAIL

NOTES:

1. INSTALL FTP-68C-21 "PUSH BUTTON FOR WARNING LIGHTS/WAIT FOR TRAFFIC TO STOP/CROSS WITH CAUTION" SIGN MOUNTED ADJACENT TO OR INTEGRAL WITH THE PEDESTRIAN PUSH BUTTON DEVICE.
2. INCLUDE AN AUDIBLE WARNING MESSAGE THAT STATES "WAIT FOR TRAFFIC TO STOP THEN CROSS WITH CAUTION" WHEN ACTIVATED.



ANNA LAI, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 78138

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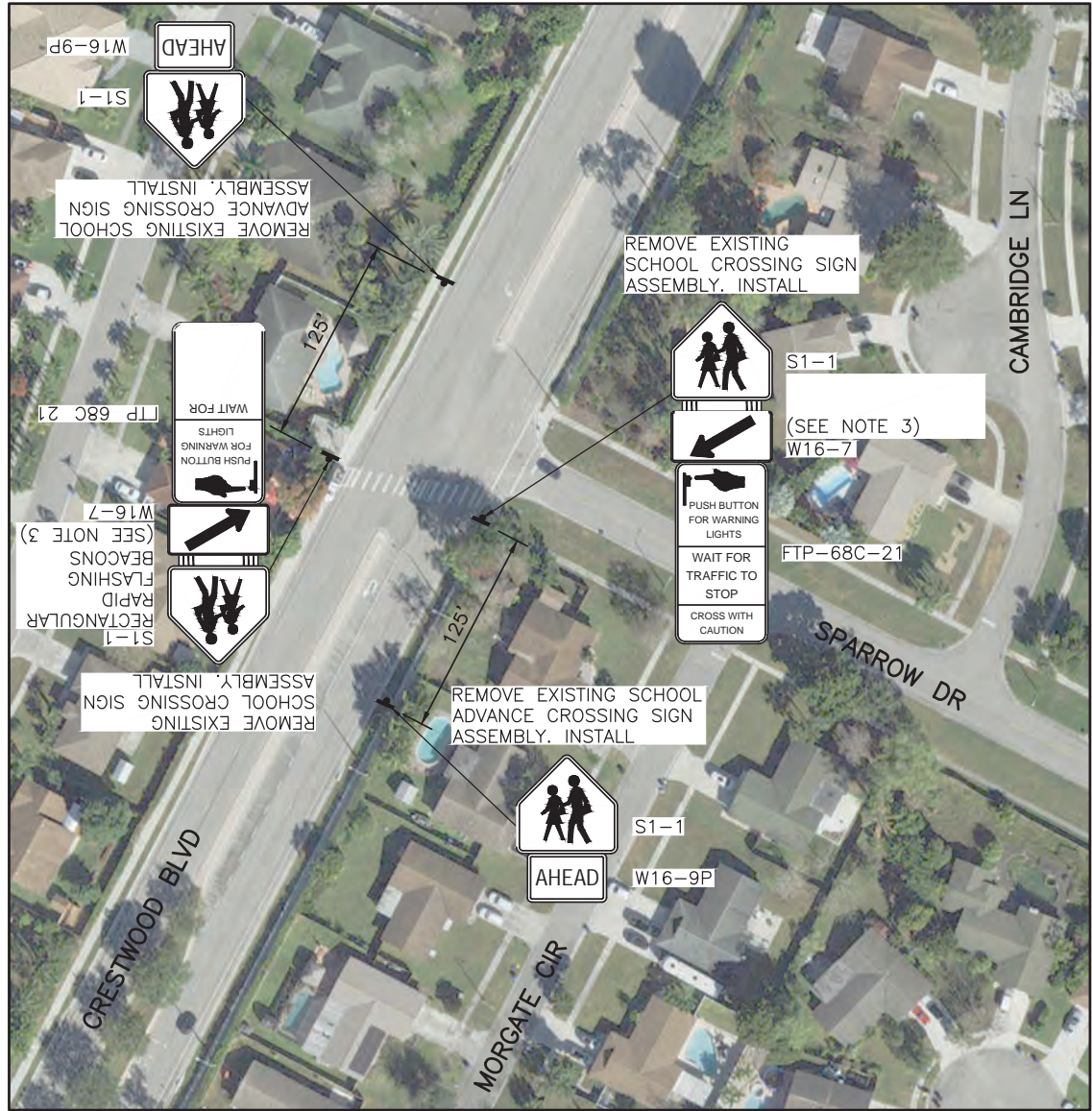
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SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1902
2581 Metrocentre Blvd West Suite 5 West Palm Beach, Florida 33407 • (561) 478-7848

DESIGN A.L.	DRAWN C.O.	CHECKED T.B.	APPROVED R.R.	DATE
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CRESTWOOD BOULEVARD
RECTANGULAR RAPID FLASHING BEACONS
GENERAL NOTES & RRFB DETAIL

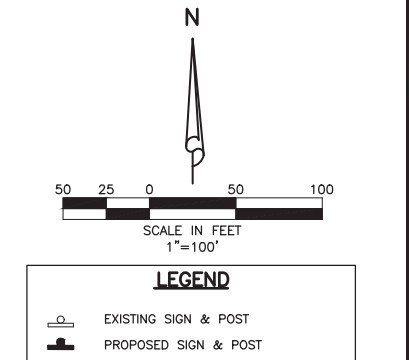
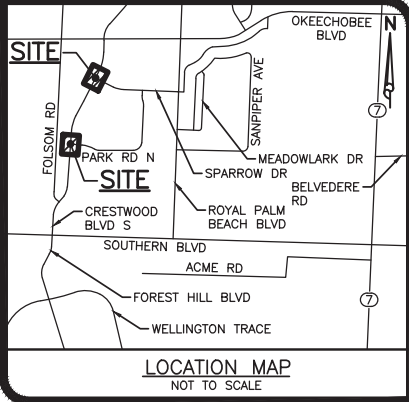
JOB NO. 21-172A	DRAWING NO. 21172ASP2	SHEET SP-2	OF SP-3
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SPARROW DRIVE
AT CRESTWOOD BOULEVARD



PARK ROAD NORTH
AT CRESTWOOD BOULEVARD



- NOTES:**
- 1. FOR ALL SIGNS & PAVEMENT MARKINGS, SEE GENERAL NOTES ON SHEET SP-2.
 - 2. SCHOOL WARNING SIGNS, INCLUDING THE "SCHOOL" PORTION OF THE SCHOOL SPEED LIMIT (S5-1) SIGN AND INCLUDING ANY SUPPLEMENTAL PLAQUES USED IN ASSOCIATION WITH THESE WARNING SIGNS, SHALL HAVE A FLUORESCENT YELLOW-GREEN BACKGROUND WITH A BLACK LEGEND AND BORDER UNLESS OTHERWISE PROVIDED IN THE MUTCD FOR A SPECIFIC SIGN.
 - 3. PROVIDE RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLIES AT THE LOCATIONS SHOWN. SEE DETAIL ON SHEET SP-2.
 - 4. INCLUDE AN AUDIBLE WARNING MESSAGE THAT STATES "WAIT FOR TRAFFIC TO STOP THEN CROSS WITH CAUTION" WHEN ACTIVATED.

	ANNA LAI, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 78138		CRESTWOOD BOULEVARD RECTANGULAR RAPID FLASHING BEACONS SIGNING & MARKING PLAN				
	THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ANNA LAI, P.E. ON 12/21/2021 USING A SHA-1 AUTHENTICATION CODE.		DESIGN A.L.	DRAWN C.O.	CHECKED T.B.	APPROVED R.R.	DATE
	PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.		2581 Metrocentre Blvd West • Suite 2 • West Palm Beach, Florida 33407 • (561) 478-7848	JOB NO. 21-172A	DRAWING NO. 21172ASP3	SHEET SP-3	OF SP-3

Y:\AUTOCAD_FILES\2021\21-172A\SIGNALIZATION\21-172A_SP01-03.dwg 12/21/2021 11:53 AM Connor O'Rourke