

DEVELOPMENT SERVICES DEPARTMENT
Planning & Zoning Division

MEMORANDUM

PZ 03-51-99

04/7/99 COUNCIL AGENDA ITEM

TO: Robert Rawls, Interim Town Administrator

THRU: Mark Kutney, AICP, Development Services Director

BY: Gayle Easterling, AICP, Planning & Zoning Manager

DATE: March 3, 1999

RE: St. David Church Plat Concurrency Agreement

The attached resolution authorizes the Mayor and Town Administrator to enter into an agreement with Broward County and the Archdiocese of Miami to provide for remedial measures to satisfy concurrency requirements related to the St. David Church Plat.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND THE ARCHDIOCESE OF MIAMI; PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS RELATED TO THE ST. DAVID CHURCH PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT.

WHEREAS, the Archdiocese of Miami is proposing to expand development of the property known as St. David Church Plat; and

WHEREAS, Broward County will allow remedial measures to satisfy concurrency requirements for compact deferral areas should an agreement be entered into with the Town as a party.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "AA", between Broward County, the Archdiocese of Miami, and the Town of Davie, providing for remedial measures to satisfy concurrency requirements for compact deferral areas.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

and

ARCHDIOCESE OF MIAMI

for

REGIONAL ROAD CONCURRENCY AGREEMENT

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

and

ARCHDIOCESE OF MIAMI

for

REGIONAL ROAD CONCURRENCY RELATING TO

THE ST. DAVID CHURCH PLAT (179-MP-84)

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN,"

AND

ARCHDIOCESE OF MIAMI, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the Regional Transportation Network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Section 5-182(a)(4)a) of said Chapter 5 more specifically requires that an application for a development permit satisfy concurrency requirements for compact deferral areas; and

WHEREAS, one of the conditions listed in the above Section which will satisfy this requirement is that there is an approved action plan to accommodate the traffic impact of the development; and

WHEREAS, the DEVELOPER seeks to satisfy this requirement with respect to the Delegation Request for proposed additional development of the St. David Church Plat, hereinafter referred to as the Plat, which falls within a compact deferral area, by entering into this Regional Road Concurrency Agreement for the limitation of the hours of use of the facilities to be located within the Plat; and

WHEREAS, the Plat lies within the boundaries of the TOWN; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN and DEVELOPER agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein.
2. DEVELOPER agrees to restrict the use of the additional church facilities located within the area covered by the Plat in accordance with Exhibit "B".
3. DEVELOPER agrees to provide the COUNTY, prior to October 1 of each year, with a written affidavit certifying that the restrictions contained in Exhibit "B" continue to be met.
4. DEVELOPER agrees that employees or agents of COUNTY may observe activity within the Plat, from time to time, without notice to DEVELOPER, in order to verify compliance with this Agreement.
5. COUNTY and TOWN find that execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.

6. TOWN agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, TOWN shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the Plat, until such time that the COUNTY notifies the TOWN that the default has been resolved.
7. This Agreement shall continue to be in full force and effect and may be enforced against the DEVELOPER or its successors or assigns by the COUNTY through a Court of competent jurisdiction should the DEVELOPER or its successors or assigns fail to restrict the facilities in accordance with Exhibit "B."
8. This Agreement contains the entire agreement of the parties and may not be amended or modified except by a written instrument signed by the parties. If traffic capacity on the affected road segment(s) becomes available, so that such road segment(s) operate(s) at an acceptable level of service including the Plat traffic, and the DEVELOPER is able to demonstrate such change in circumstances to TOWN and COUNTY, DEVELOPER may request an amendment to this agreement to eliminate those restrictions that are determined to no longer be necessary to mitigate the traffic impacts of the Plat.
9. This Agreement shall be recorded in the public records of Broward County, Florida, at the DEVELOPER's expense.
10. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

AGREEMENT BETWEEN BROWARD COUNTY, TOWN OF DAVIE AND ARCHDIOCESE OF MIAMI FOR REGIONAL ROAD CONCURRENCY AGREEMENT

IN WITNESS WHEREOF, the parties have made and executed this Regional Road Concurrency Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, _____, the TOWN, signing by and through its _____, authorized to execute same by Commission/Council action on the ____ day of _____, _____; and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Chair

____ day of _____, _____

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY, TOWN OF DAVIE AND ~~ARCHDIOCESE OF MIAMI~~ FOR REGIONAL ROAD CONCURRENCY AGREEMENT

TOWN

TOWN OF

Witness signature _____

By _____ Mayor-Commissioner

Witness name printed _____

____ day of _____

Witness signature _____

Witness name printed _____

ATTEST:

Town Clerk

By _____
Town Manager

____ day of _____

CORPORATE SEAL

APPROVED AS TO FORM:

By _____
Town Attorney

STATE OF FLORIDA }
COUNTY OF _____ }

SS

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Type or print name

My commission expires:

Commission No.

AGREEMENT BETWEEN BROWARD COUNTY, TOWN OF DAVIE AND ARCHDIOCESE OF MIAMI FOR REGIONAL ROAD CONCURRENCY AGREEMENT

DEVELOPER

Witness signature

Signature

Witness name printed
ETHEL MARINELLI

Name printed JOHN C. FAVALORA
ARCHBISHOP

Witness signature

Address

Witness name printed

day of

CORPORATE SEAL

MORTGAGEE

Witness signature

Mortgagee

Address:

Witness name printed

By and through:

Witness signature

Title:

Witness name printed

day of

CORPORATE SEAL

AGREEMENT BETWEEN BROWARD COUNTY, TOWN OF DAVIE AND
ARCHDIOCESE OF MIAMI FOR REGIONAL ROAD CONCURRENCY
AGREEMENT

INDIVIDUAL

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Type or print name

Commission No.

My commission expires:

CORPORATION

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 19__ by _____ as _____ of _____ a _____ corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Type or print name

Commission No.

My commission expires:

AGREEMENT BETWEEN BROWARD COUNTY, TOWN OF DAVIE AND
AGREEMENT FOR REGIONAL ROAD CONCURRENCY

PARTNERSHIP

STATE OF FLORIDA)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, on behalf of _____ He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Type or print name

My commission expires:

Commission No.

MORTGAGEE

STATE OF FLORIDA)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____ by _____, as _____ on behalf of _____ He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Type or print name

My commission expires:

Commission No.

AGREEMENT BETWEEN BROWARD COUNTY, TOWN OF DAVIE AND
FOR REGIONAL ROAD CONCURRENCY AGREEMENT

Parcel A of the St. David Church Plat as recorded in Plat Book 138, page 24, Broward County records.

AGREEMENT BETWEEN BROWARD COUNTY, TOWN OF DAVIE AND
FOR REGIONAL ROAD CONCURRENCY AGREEMENT

EXHIBIT "B"

Restriction on Use of Facilities

The CHURCH use on the PROPERTY described in Exhibit "A" shall be restricted as follows:

All vehicular traffic shall be prohibited from entering or exiting the site between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday.