

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director / (954)797-1011
Prepared by Deborah Ross, AICP, Planning Supervisor

SUBJECT: Resolution
Road Transfer Agreement/Deletion of Orange Drive from the
Broward County Trafficways Plan

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND THE TOWN OF DAVIE FOR TRANSFER OF ORANGE DRIVE FROM THE WESTERN MOST RIGHT-OF-WAY LINE FOR DAVIE ROAD TO THE SOUTHERN MOST RIGHT-OF-WAY LINE FOR SW 36 STREET INCLUDING BRIDGES AND STRUCTURES AS DEFINED IN EXHIBIT "A" ; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

Staff at Council's direction initiated an application to delete Orange Drive between Davie Road and its terminus (SW 36 Street) from the Broward County Trafficways Plan. The amendment was transmitted to the Broward County Planning Council (BCPC) on November 20, 2002. At their March 27, 2003 meeting, the BCPC approved deletion of Orange Drive from the Trafficways Plan subject to the Town executing an agreement with Broward County, within three months, to transfer the ownership, jurisdiction, and responsibility for Orange Drive between Davie Road and its terminus (SW 36 Street). The three month period will end June 27, 2003.

As part of the Agreement, Broward County agrees to pay within thirty days of approval, \$125,000 dollars for approximately 2.2 miles for resurfacing and restriping of Orange Drive from Flamingo Road westward to the curve. Also included within the Agreement is the identification of current bridges and structures that will become the responsibility of the Town upon final approval of the Agreement. Please refer to Exhibit "A" for a listing of said current bridges and structures. In addition to these current bridges and structures and in the event the Florida Department of Transportation designates Broward County responsible for the bridges and structures identified on the attached Exhibit "A", the Town as a result of this Agreement accepts responsibility for said bridges and structures.

PREVIOUS ACTIONS: Approval of transmittal for Trafficways Plan amendment by Town Council on November 20, 2002.

CONCURRENCES: None

FISCAL IMPACT: Annual operation and maintenance costs are currently under evaluation

RECOMMENDATION: Staff finds the subject Agreement complete and suitable for transmittal to Town Council for further consideration.

Attachments: Resolution, Road Transfer Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND THE TOWN OF DAVIE FOR TRANSFER OF ORANGE DRIVE FROM THE WESTERN MOST RIGHT-OF-WAY LINE FOR DAVIE ROAD TO THE SOUTHERN MOST RIGHT-OF-WAY LINE FOR SW 36 STREET INCLUDING BRIDGES AND STRUCTURES AS DEFINED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie initiated an amendment to the Broward County Trafficways Plan; and

WHEREAS, the amendment was approved by the Broward County Planning Council on March 27, 2003, subject to the Town executing an agreement with Broward County, to transfer the ownership, jurisdiction, and responsibility for Orange Drive between Davie Road and its terminus (SW 36 Street) to the Town prior to June 27, 2003; and

WHEREAS, the Town of Davie is desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for Orange Drive from Broward County to the Town.

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 does hereby authorize the Mayor and Town Administrator or Designee to enter an Agreement, attached hereto as Exhibit "A", Broward County, a political subdivision of the State of Florida and the Town of Davie.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

ROAD TRANSFER AGREEMENT

between

BROWARD COUNTY

and

TOWN OF DAVIE

for

ORANGE DRIVE

ROAD TRANSFER AGREEMENT

between

BROWARD COUNTY

and

TOWN OF DAVIE

for

ORANGE DRIVE

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY", through its Board of County Commissioners,

AND

TOWN OF DAVIE, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as TOWN.

W I T N E S S E T H:

WHEREAS, Orange Drive from the western most right-of-way line for Davie Road, to the southern most right-of-way line for SW 36 Street (SW 36 STREET) including bridges and structures as defined in Exhibit "A", is located within the municipal limits of the Town of Davie (hereinafter referred to as the Orange Drive Segment), and

WHEREAS, COUNTY and TOWN are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Orange Drive Segment from COUNTY to TOWN; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of the COUNTY and the TOWN; and

WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415 shall be in the governmental entity, to which such roads have been transferred upon the recording of a right-of-way map in the public records; and

WHEREAS, COUNTY and TOWN have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Orange Drive Segment and of any future improvements thereto be transferred to TOWN; NOW, THEREFORE,

In consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. COUNTY agrees that in consideration of promises, covenants and indemnification given by TOWN in this Agreement, COUNTY relinquishes any and all legal rights, interests, responsibilities, and obligations, including the July 23, 1963 Agreement attached as Exhibit "B" with respect to the Orange Drive Segment, including but not limited to the planning, design, construction, improvement, and maintenance of the Orange Drive Segment, subject to the terms and conditions set forth herein, and hereby transfers to TOWN all legal rights, responsibilities and obligations with respect to the Orange Drive Segment.
3. Upon the effective date of this Agreement, TOWN agrees to accept all legal rights, responsibilities and obligations with respect to the Orange Drive Segment including but not limited to the planning, design, construction, improvement, and maintenance of the Orange Drive Segment.
4. To the extent permitted by law, TOWN shall, at its sole cost and expense, indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, legal or suit actions, damages, liabilities, expenditures, or causes of action of any kind or nature that may be filed against the COUNTY, its officers, agents and employees arising from the planning, design, construction, improvement and maintenance of the Orange Drive Segment, and resulting or accruing from any negligent act, omission or error, conduct or misconduct of TOWN, its agents, servants or employees arising out of the performance of this Agreement, resulting in any injuries or damages received or sustained by any person, persons or property. It is specifically understood and agreed that the indemnification provisions of this Agreement do not cover or indemnify the COUNTY for the negligence of the COUNTY, its agents, servants or employees.

5. TOWN shall save the COUNTY harmless from and against all judgments, orders, decrees, attorneys fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof, which may be entered, incurred or assessed as a result of claims described in paragraph 4 above.
6. County's right-of-way map shall consist of evidence of public right-of-way ownership and documents affecting that right-of-way to the extent COUNTY has documentation of the right-of-way and in the form utilized by the COUNTY in carrying out its jurisdiction responsibilities. The parties acknowledge that the intent herein is to provide the TOWN with the same record of right-of-way information that COUNTY possesses and utilizes.
7. Upon execution of this agreement by the TOWN and COUNTY, COUNTY shall record this Agreement and a Right-of-Way map, consisting of the Broward County Engineering Division's Section Maps depicting the deed and plat dedications for the Orange Drive Segment in the public records of Broward County, Florida. Transfer of title to the Orange Drive Segment from COUNTY to TOWN shall become effective upon such recordation pursuant to Section 337.29 (3), Florida Statute.
8. COUNTY shall agree to pay, within thirty days of final approval of this agreement by both parties, \$125,000 dollars for approximately 2.2 miles (approximately 11,677 feet) for resurfacing and restriping of Orange Drive Segment westward from bridge structure No. 860582 to initial point of northward curvature of the portion of the Orange Drive Segment as reconstructed by the Florida Department of Transportation.
9. This Agreement shall terminate upon mutual agreement of the parties provided, however, that the provisions of Sections 4 and 5 shall survive such termination.
10. 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.
11. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Broward County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

With a copy to:

Director of the Broward County Engineering Division
1 North University Drive, Suite 33-B
Plantation, FL 33324-2038

For the TOWN:

Town Administrator
6591 Orange Drive
Davie, FL 33314

(Intentionally left blank)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and the TOWN OF DAVIE, 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 _____
Mayor
_____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By _____
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR TRANSFER OF ORANGE DRIVE FROM THE WESTERN MOST RIGHT-OF-WAY LINE FOR DAVIE ROAD TO THE SOUTHERN MOST RIGHT-OF-WAY LINE FOR SW 36 STREET INCLUDING BRIDGES AND STRUCTURES AS DEFINED IN EXHIBIT "A."

TOWN

Attest:

TOWN OF DAVIE

Town Clerk

BY _____

Mayor/Councilmember

_____ day of _____, 20

BY _____

Town Administrator

_____ day of _____, 20

APPROVED AS TO FORM:

By _____

Town Attorney

EXHIBIT "A"

Current Bridges and Structures:

Type	Identification Number	Location
Bridge	864102	Orange Drive at SW 76 Avenue over C-11 Canal
Bridge	864080	Orange Drive, 656 feet west of SW 88 Avenue over N-12 Canal
Bridge	864081	Orange Drive, 240 feet west of SW 105 Avenue over N-17 Canal
Arch Culvert	None	Orange Drive, 0.5 miles west of Davie Road

In the event the Florida Department of Transportation designates Broward County responsible for the following bridges and structures the Town of Davie hereby accepts responsibility for these bridges and structures as listed below.

Type	Identification Number	Location
Bridge	860597	Mason Wachtstetter over C-11 Canal
Bridge	860566	East of SW 77 Avenue over C-11 Canal
Bridge	860565	0.5 miles west of University Drive over C-11 Canal
Bridge	860626	0.5 miles west of Pine Island Road over C-111 Canal
Bridge	860583	0.5 miles east of Flamingo Road over C-11 Canal
Bridge	860581	Flamingo Road over C-11 Canal
Bridge	860582	0.5 miles west of Flamingo Road over C-11 Canal
Box Culvert	None	Orange Drive at Hiatus Road over drainage canal

EXHIBIT "B"

AGREEMENT

THIS AGREEMENT, made and entered into this the 23rd day of July A.D., 1931, by and between CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, a public corporation, hereinafter referred to as "DISTRICT", and the COUNTY OF BROWARD, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, in the construction of the federally authorized program of flood control for central and southern Florida, in order to augment and make more effective the use of the facility designated as Canal 11 (South New River Canal) in Broward County, Florida, it will be necessary to widen, deepen and realign Canal 11; and

WHEREAS, the State Road Department of Florida has requested a subordination of a portion of DISTRICT'S right of way of Canal 11 for the purpose of improving the existing Dike road (Griffin Road), which road, when improved, will be owned and maintained by COUNTY; and

WHEREAS, the aforementioned widening, deepening and realignment of Canal 11 will necessitate the future removal, modification, ^{or} relocation of the said improved Griffin Road in order that Canal 11 be effectively widened, deepened and realigned unless Canal 11 can be widened, deepened and realigned to the north.

NOW THEREFORE, in consideration of the premises and in consideration of DISTRICT'S subordination of a portion of its Canal 11 right of way as hereinafter stipulated, COUNTY does hereby:

1. Agree upon DISTRICT'S request to begin acquisition of the following described lands, adjacent and contiguous to the north right of way of Canal 11 for the widening, deepening and realignment of said Canal 11, including, but not limited to the acquisition and removal and relocation of existing houses or other structures, and the removal and relocation of the existing S. W. 4th Street (also known as Bright Road and Grange Drive), and such other measures as may be necessitated by the said widening, deepening and realignment of Canal 11, at no cost to DISTRICT, in the following described area lying and being in Broward County, Florida:

A strip of land Sixty-Two feet in width, lying Northerly of, parallel, contiguous and as measured at right angles to the North line of the right of way of Canal 11 (South New River

Canal), said North line of the right of way being a line 130 feet Northerly of, parallel and as measured at right angles to the original centerline of the South New River Canal, extending through Section 25, Township 50 South, Range 40 East, and through Sections 27, 28, 29 and 30, Township 50 South, Range 41 East, and through the Hiatus between Township 50 South, Range 40 East and Township 50 South, Range 41 East.

2. COUNTY further agrees to remise, release and forever discharge totally and completely DISTRICT, its successors, assigns, agents or contractors, of and from any and all responsibility, liability, loss, injury, damage, expense claim and demand whatsoever, direct or indirect, arising from or in any way pertaining to the widening, deepening, relocation and maintenance of Canal 11 in the area hereinbefore described in paragraph 1.

3. DISTRICT, in consideration of the premises agrees to subordinate its Canal 11 right of way to the State Road Department of Florida for the purpose of the improvement of the said Griffin Road, saving and reserving, however, the right of access through and across the lands, next described, to maintain Canal 11 subject to COUNTY'S reasonable regulations for the regulation of Griffin Road, in the following described area lying and being in Broward County, Florida:

A strip of land sixty-six feet in width, lying Northerly of, parallel, contiguous and as measured at right angles to the South line of the right of way of Canal 11 (South New River Canal), said South line of the right of way being a line 130 feet Southerly of, parallel and as measured at right angles to the original centerline of the South New River Canal, extending through Section 25, Township 50 South, Range 40 East, and through Sections 27, 28, 29 and 30, Township 50 South, Range 41 East, and through the Hiatus between Township 50 South, Range 40 East and Township 50 South, Range 41 East.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and representatives and their seals to be hereunto affixed, the day and year first above written.

(Corporate Seal)

Attest:

[Signature]
Secretary

Executed in the presence of:

[Signature]
[Signature]

As to "District"

[Signature]
[Signature]
As to "County"

CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, BY ITS GOVERNING BOARD

By [Signature]
Chairman

BROWARD COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

[Signature]
Chairman

Attest:
[Signature]
Deputy Clerk

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY, that on this the 10th day of July, A.D., 1961, before me, the undersigned authority, personally appeared W. E. G. WILSON and G. E. DALL, JR., Chairman and Secretary, respectively of the Governing Board of CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, a public corporation created by the acts of the Florida Legislature of 1949, to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the purposes and uses therein mentioned, and that they affixed thereto the official seal of the Governing Board of Central and Southern Florida Flood Control District, and that the said instrument is the act and deed of said CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, and the Governing Board thereof.

WITNESS my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.


Notary Public, State of Florida at
Large

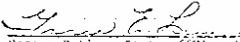
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 12, 1966
Bonded by American Surety Co. of N.Y.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on this the 24th day of July, A.D., 1961, before me, a Notary Public of the State of Florida, personally appeared F. R. Hunsbarger and Wayne L. Beach, to me known and known to me to be the PRESIDENT and Deputy Clerk respectively of the Board of County Commissioners of Broward County, Florida, and they acknowledged to and before me that they executed the foregoing instrument in the name of Broward County, Florida, acting by its Board of County Commissioners and affixed thereto the official seal of said County, as the act and deed of said County by virtue and authority in them vested by action of the members of the Board of County Commissioners of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at Fort Lauderdale, Florida, the day and year last aforesaid.


Notary Public, State of Florida at
Large

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 7, 1966
Bonded by American Surety Co. of N.Y.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, W. E. Bunch, Jr., Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 21st day of July, 1963, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of July, A. D. 1963.

W. E. BUNCH, JR., CLERK

By W. E. Bunch, Jr.
Deputy Clerk

RESOLUTION

BE IT RESOLVED by the Broward County Board of County Commissioners that the proposed Agreement, copy of which is attached hereto and made a part hereof, between CONYARD AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT and the COUNTY OF BROWARD, FLORIDA, relating to the acquisition of right of way for Griffin Road in Broward County is approved and the Chairman or Vice Chairman and the Clerk or any Deputy Clerk of this Board are authorized and directed to execute the same in the name of this Board of County Commissioners in behalf of Broward County, Florida.

ADOPTED this 23rd day of July, A. D. 1968.