

**DEVELOPMENT SERVICES DEPARTMENT**  
**Planning & Zoning Division**

**MEMORANDUM**

**PZ 07-58-99**

**08/04/99 COUNCIL AGENDA ITEM**

**TO:** Robert Middaugh, Town Administrator

**THRU:** Mark Kutney, AICP, Development Services Director

**BY:** Gayle Easterling, AICP, Planning and Zoning Manager

**DATE:** July 28, 1999

**RE:** DG 7-3-99 - Resolution

The attached Resolution authorizes the Mayor and Town Administrator to enter into a Traffic Concurrency Agreement which states the Town will not issue Certificates of Occupancy until certain payments or securities for roadway improvements are made to Broward County.

RESOLUTION NO. \_\_\_\_\_

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 JANOURA GROUP INC., PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS RELATED TO THE COUNTRY MARKET PLACE PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT.

WHEREAS, Janoura Group, Inc. is proposing to develop properties known as the Country Market Place 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 does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "AA", between Broward County, Janoura Group, Inc., and the Town of Davie, providing for remedial measures to satisfy concurrency requirements for compact deferral areas as indicated on Exhibit "B".

SECTION 2. The Town of Davie Development Services Department shall not issue a certificate of occupancy for any development within the Country Market Place Plat prior to completion of the required improvements or payment of the monies to Broward County described in Exhibit "B".

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

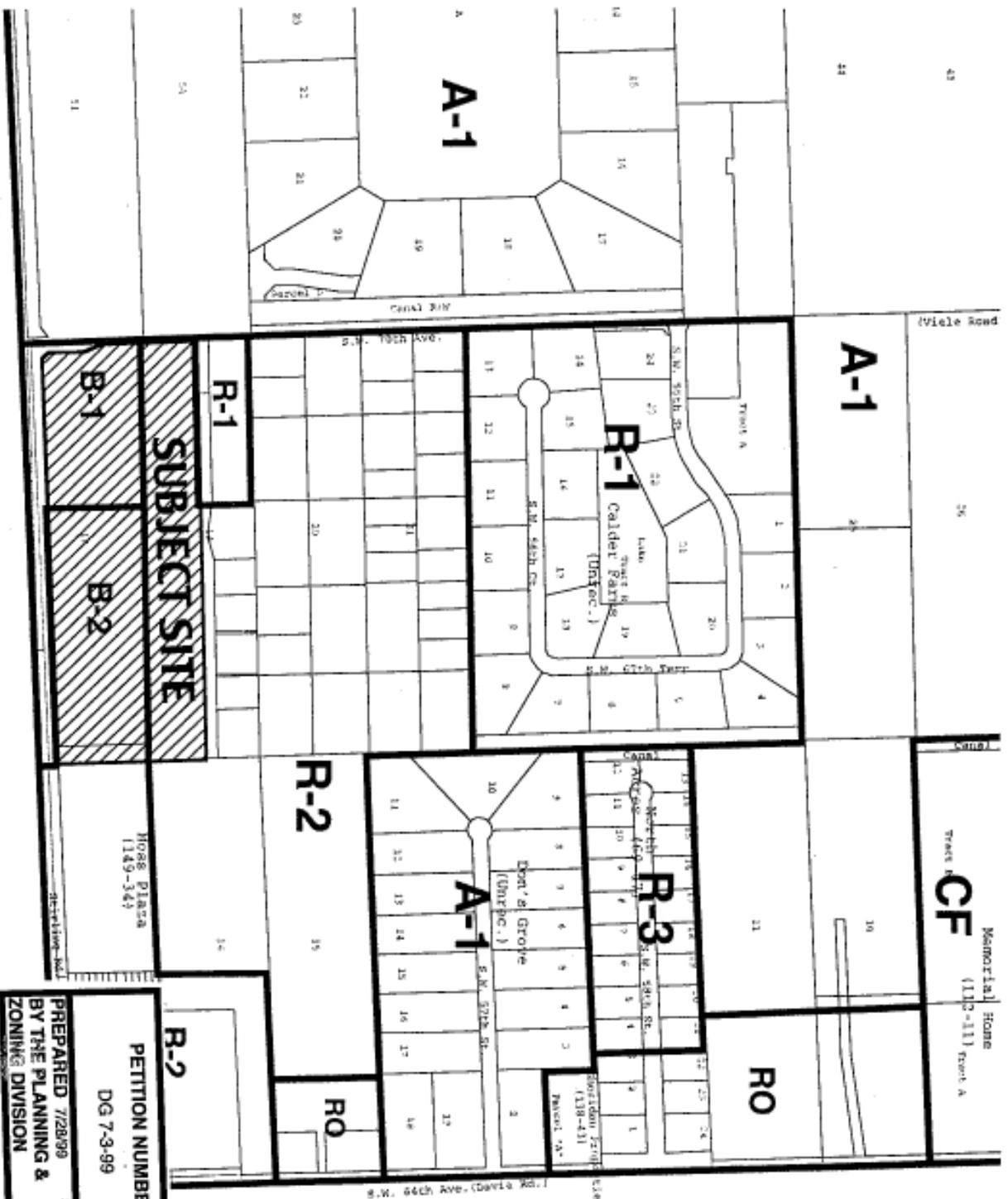
PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

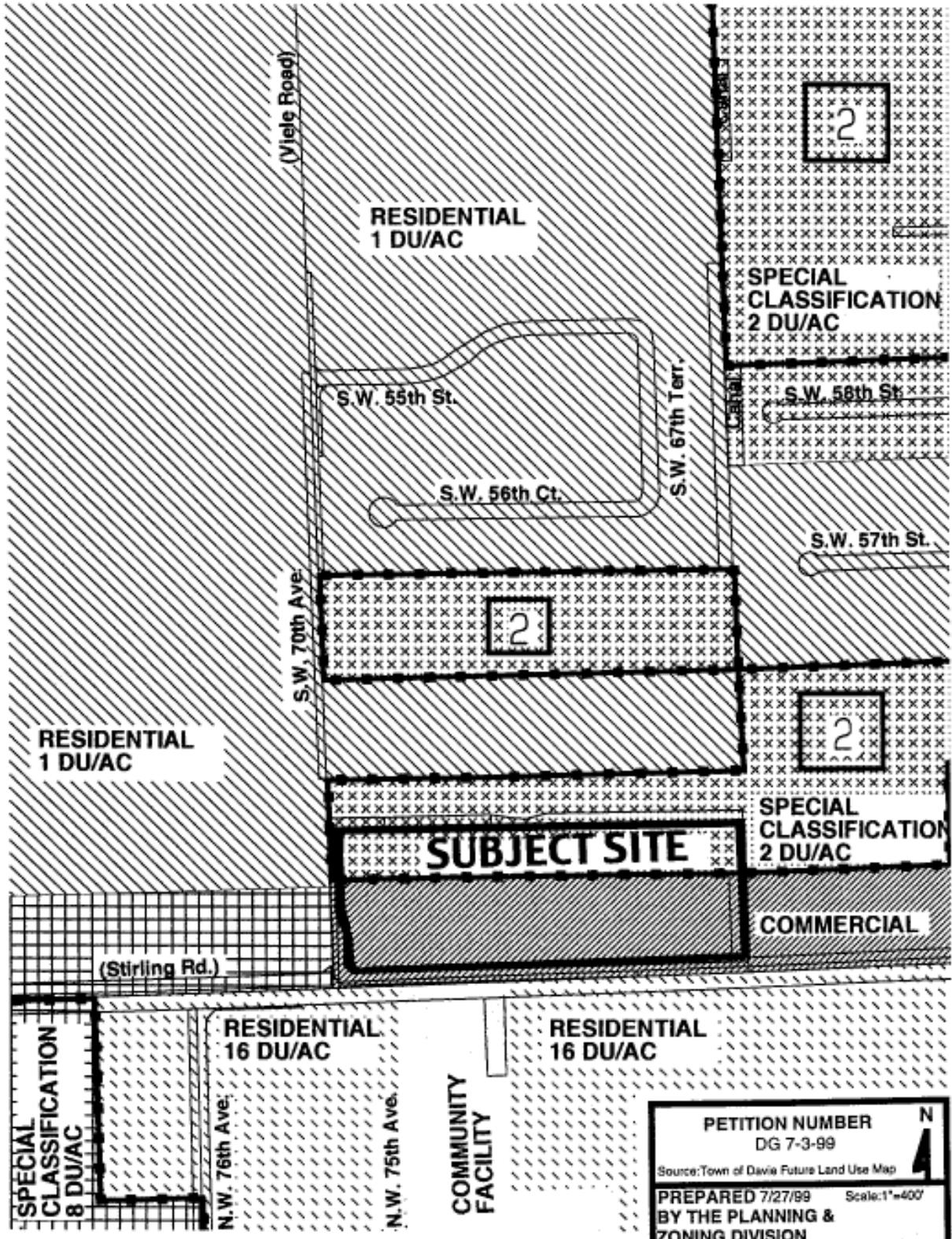
Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.



PETITION NUMBER  
 DG 7-3-99  
 PREPARED 7/28/99  
 BY THE PLANNING &  
 ZONING DIVISION  
 Scale: 1" = 400'  
 N



(Viels Road)

RESIDENTIAL  
1 DU/AC

SPECIAL  
CLASSIFICATION  
2 DU/AC

S.W. 55th St.

S.W. 56th Ct.

S.W. 67th Terr.

S.W. 58th St.

S.W. 57th St.

S.W. 70th Ave.

RESIDENTIAL  
1 DU/AC

**SUBJECT SITE**

SPECIAL  
CLASSIFICATION  
2 DU/AC

COMMERCIAL

(Stirling Rd.)

SPECIAL  
CLASSIFICATION  
8 DU/AC

RESIDENTIAL  
16 DU/AC

RESIDENTIAL  
16 DU/AC

COMMUNITY  
FACILITY

N.W. 76th Ave.

N.W. 75th Ave.

<p>PETITION NUMBER DG 7-3-99</p>	
<p>Source: Town of Davis Future Land Use Map</p>	
<p>PREPARED 7/27/99</p>	<p>Scale: 1"=400'</p>
<p>BY THE PLANNING &amp; ZONING DIVISION</p>	

N



**SUBJECT SITE**

**N**  
↑  
**DATE FLOWN**  
**JANUARY 1995**  
**SCALE: 1"=400'**  
**DG 7-3-99**

**STIRLING ROAD**

**SW 70 AVENUE**

**VIEW ROAD**

Return recorded document to:  
Broward County Development Management  
Division  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, Florida 33301

Document prepared by:  
Walt Lyon  
Lyon Engineering  
2627 Carambola Circle North  
Coconut Creek, FL 33066  
Phone (954) 969-8197 Fax: (954) 968-6631

TRAFFIC CONCURRENCY AGREEMENT

AMONG

BROWARD COUNTY AND  
THE TOWN OF DAVIE AND

FOR ROAD CONCURRENCY RELATING TO

THE COUNTRY MARKET PLACE PLAT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY" through its Board of County Commissioners;

and

The TOWN OF DAVIE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN,"

and

The Janoura Group, Inc., 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 of said Chapter 5 more specifically requires that an application for a development permit satisfy concurrency requirements for compact deferral areas; and

WHEREAS, DEVELOPER has applied for approval of the Country Market Place Plat (062-MP-97) more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on March 10, 1999, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of the plat does not satisfy the compact deferral area concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE"); and

WHEREAS, COUNTY has undertaken an expansion of Davie Road Extension from Stirling Road to University Drive; and

WHEREAS, Developer has conducted a study and has determined that COUNTY's project will mitigate a portion of the Plat's traffic impacts so that the Plat will partially satisfy Broward County concurrency standards; and

WHEREAS, DEVELOPER has agreed to pay a share of the cost of COUNTY's road project, proportionate to the Plat's impact; and

WHEREAS, Developer has conducted a study and has determined that certain other remedial measures will mitigate the Plat's remaining traffic impacts so that the Plat will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the Plat will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

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

1. The above recitals are true and correct and are hereby incorporated herein.
2. Construction of Improvements.
  - (a) DEVELOPER agrees to pay the amount in Exhibit "B," Items No. 1 and 2, attached hereto, which represents DEVELOPER's proportionate share of the cost of the PAY FOR IMPROVEMENT(S) described in Exhibit "B," hereinafter referred to as "the Pay For Improvements." DEVELOPER agrees that payment must be made prior to recordation of the Plat.

- (b) DEVELOPER agrees to construct the IMPROVEMENT(S) described in Exhibit "B" Item No. 3 attached hereto, hereinafter referred to as "the Improvements." DEVELOPER agrees to complete the IMPROVEMENT(S) prior to receipt of the first certificate of occupancy for property within the Plat.
  - (c) If the improvement(s) described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to Plat recordation, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the improvement(s).
  - (d) DEVELOPER shall provide to COUNTY, contemporaneously with this agreement, a Letter of Credit or Surety Bond, attached hereto as Exhibit "C," in the amount of \$ 49,802.00 in a form acceptable to the COUNTY, which represents 100% of the amount of payment to be made to COUNTY for the PAY FOR IMPROVEMENT(S) and 125% of the cost of the IMPROVEMENT(S).
  - (e) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
3. DEVELOPER agrees that any contract(s) for the IMPROVEMENT(S) shall include the following:
- (a) Indemnify and save harmless the COUNTY, the Board of County Commissioners of Broward County, and the State of Florida, its agents and employees, from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of an act or omission of the said contractor, subcontractor, agents, servants or employees.
  - (b) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

- (c) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.
- (d) Comprehensive General Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services' Office, and must include:

Premises and/or Operations.

Independent Contractors.

Products and/or completed operations.

Underground Coverages.

COUNTY and the Broward County Board of County Commissioners are to be named as additional insureds with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or negligent acts or omissions of COUNTY in connection with general supervision of such operation.

- (e) Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include owned vehicles and hired and non-owned vehicles.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide COUNTY with thirty (30) days notice of cancellation and/or restriction.

- 4. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of Section 5-182 of the Broward County Land Development Code for the PLAT as approved by the COUNTY.
- 5. TOWN agrees not to issue a certificate of occupancy for any development within the Plat until the completion of IMPROVEMENT(S).

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6. This Agreement shall be recorded in the Public Records of Broward County and shall be binding upon successors and assigns.
  7. Applicable law and Venue: The parties agree that this Agreement shall be construed in accordance with the laws of the state of Florida. Venue for any action arising from this Agreement shall lie in Broward County, Florida.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto 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 Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date), TOWN OF DAVIE, signing by and through its Mayor and Town Manager, duly authorized to execute same, and DEVELOPER, 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 \_\_\_\_\_, \_\_\_\_\_ (date)

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

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE AND The Janoura Group, Inc FOR ROAD CONCURRENCY RELATING TO THE COUNTRY MARKET PLACE PLAT

**TOWN**

TOWN OF \_\_\_\_\_

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

\_\_\_\_\_  
Witness name printed

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name printed

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Town Manager

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

CORPORATE SEAL

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

STATE OF FLORIDA )

)

SS

COUNTY OF )

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date) by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Commission No.

\_\_\_\_\_  
Type or print name

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE AND The Janoura Group, Inc. FOR ROAD CONCURRENCY RELATING TO THE COUNTRY MARKET PLACE PLAT

**DEVELOPER**

Witnesses:

Jodi Guarino

Print name: Jodi Guarino

Debra Shaw

Print name: Debra Shaw

The Janoura Group, Inc.

By Michael J. Janoura

Print name: Michael J. Janoura  
Title: Vice President

Address: 7764 N.W. 44th Street

Sunrise, FL 33351

(CORPORATE SEAL)

23 day of July, 1999 (date)

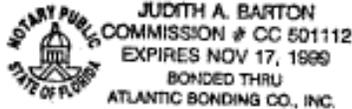
**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF ) Florida  
                  ) SS  
COUNTY OF ) Broward

The foregoing instrument was acknowledged before me this 23 day of July, 1999 (date), by Michael J. Janoura who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

(Seal)



My commission expires:

Judith A. Barton  
Print name: Judith A. Barton  
Commission No.:

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE AND The Janoura Group Inc. FOR ROAD CONCURRENCY RELATING TO THE COUNTRY MARKET PLACE PLAT

CORPORATE/PARTNERSHIP

STATE OF                    )     Florida  
                                  )     SS  
COUNTY OF               )     Broward

The foregoing instrument was acknowledged before me this 23 day of July, 1999, \_\_\_\_\_ (date), by Michael J. Janoura, as Vice President of The Janoura Group, Inc., a Florida corporation/partnership, on behalf of the corporation/ partnership. He or she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

(Seal)  **JUDITH A. BARTON**  
COMMISSION # CC 501112  
EXPIRES NOV 17, 1999  
BONDED THRU  
ATLANTIC BONDING CO., INC.  
My commission expires.

Judith A. Barton  
Print name: Judith A Barton  
Commission No.:

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tracts 18 and the South one-half (S ½) of Tract 19 of EVERGLADE LAND SALES CO. IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 41 EAST, according to the plat thereof recorded in Plat Book 2 at Page 34, of the public records of Dade County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Southeast one-quarter (SE ¼) of said Section 34; thence North 01°44'04" West, along the East line of the West one-half (W ½) of said Section 34, a distance of 248.93 feet; thence North 88°15'56" East a distance of 20.00 feet to the Point of Beginning of the Parcel herein described; thence North 01°44'04" West along the East Right of Way line of S.W. 70<sup>th</sup> Avenue, a distance of 274.48 feet; thence North 88°13'27" East along the North line of the South one-half (S ½) of said Tract 19, a distance of 1299.42 feet to a point on the East line of said Tracts 18 and 19; thence South 01°49'29" East along said East line, a distance of 455.92 feet to a point on the North Right of Way line of Stirling Road; thence South 87°43'29" West along said North Right of Way line a distance of 1257.40 feet; thence North 51°08'08" West a distance of 41.69 feet to a point on the East Right of Way line of S.W. 70<sup>th</sup> Avenue; thence North 01°55'25" West along said East Right of Way line a distance of 100.00 feet; thence North 06°49'24" West along said East Right of Way line a distance of 65.50 feet; thence South 88°15'56" West a distance of 5.00 feet to the Point of Beginning. Subject to a Drainage Easement over the East 50.00 feet and over the South 5.00 feet thereof.

Said land situate, lying and being in the Town of Davie, Broward County, Florida, and containing 597,610 square feet or 13.7192 acres more or less.

EXHIBIT "B"

REQUIRED IMPROVEMENTS

1. DEVELOPER shall pay **\$27,000.00** for DEVELOPER'S proportionate share of the County's Davie Road widening project (Stirling Road to University Drive) to mitigate the plat's traffic impacts on Davie Road Extension.
2. DEVELOPER shall pay **\$4,828.00** for DEVELOPER'S proportionate share of the County's Davie Road widening project (Stirling Road to North 72 Avenue) to mitigate the plat's traffic impacts on North 72 Avenue.
3. DEVELOPER shall construct one (1) bus pullout bay on University Drive, commencing from the point on tangency at the NE Corner of the University Drive/ Stirling Road Intersection with the following specifications: 12 feet in width and 146 feet in length with 50 feet of storage, 60 feet of entrance taper and 36 feet of exit taper. The 125% cost estimate to construct the above described bus pullout bay is **\$17,974.00**.