



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER

Name: Mark A. Kutney, AICP
Phone: (954) 797-1101

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A ROAD TRANSFER AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY FOR THAT PORTION OF ORANGE DRIVE BETWEEN STATE ROAD 7 AND DAVIE ROAD, AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This Resolution authorizes the appropriate Town official to enter into a Road Transfer Agreement with Broward County to assume ownership, maintenance, and liability of that portion of Orange Drive from State Road 7 west to Davie Road. This Road Transfer Agreement is required by the Broward County Planning Council in order to delete that section of Orange Drive from State Road 7 to Davie Road from the Broward County Trafficways Plan. The Town requested the removal of Orange Drive from State Road 7 to Davie Road from the Broward County Trafficways Plan by Resolution R 2000-19, on February 2, 2000. The Town's desire, as stated in the application for amendment to the Trafficways Plan, is to maintain the function of Orange Drive from SR 7 to Davie Road as a local two (2) lane road and remove the requirement of an 80' right-of-way as required by the Trafficways Plan.

Orange Drive is currently owned and maintained by Broward County. All scheduled roadway improvements are initiated and programed through the County. The deletion of Orange Drive between SR 7 and Davie Road, in effect, reverts the road back to the control of the Town. A similar agreement was approved by Town Council for the removal of Hiatus Road from the Trafficways Plan.

PREVIOUS ACTIONS: Town Council approved Resolution R 2000-208 on September 6, 2000 acknowledging the Town's interest to assume ownership, maintenance and responsibility for Orange Drive from State Road 7 west to Davie Road (motion carried 5-0). Town Council approved Trafficway Amendment TA-00-1A on February 2, 2000 requesting that Orange Drive from State Road 7 west to Davie Road be removed from the Broward County Trafficways Plan. (motion carried 5-0)

CONCURRENCES: Broward County Planning Council approved, on September 28, 2000, to delete Orange Drive, from SR 7 to Davie Road, from the Broward County Trafficways Plan contingent upon the Town assuming ownership, maintenance, and liability for said roadway segment.

FISCAL IMPACT: The Town will incur expenses related to the maintenance for said portion of Orange Drive.

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution and Road Transfer Agreement.



RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A ROAD TRANSFER AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY FOR THAT PORTION OF ORANGE DRIVE BETWEEN STATE ROAD 7 AND DAVIE ROAD, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 6, 2000, The Town Council of the Town of Davie advised the Broward County Planning Council that upon approval of removal of Orange Drive, from State Road 7 to Davie Road, from the Broward County Trafficways Plan, the Town would enter into a Road Transfer Agreement with Broward County to take over ownership, maintenance and liability responsibility for Orange Drive, west of State Road 7 to Davie Road within the Town; and

WHEREAS, the Broward County Planning Council agreed to delete Orange Drive, from SR 7 to Davie Road, from the Broward County Trafficways Plan upon transfer of ownership, liability, and maintenance of said portion of Orange Drive to the Town of Davie; and

WHEREAS, the Town is desirous of accomplishing the deletion of Orange Drive from State Road 7 west to Davie Road to protect the character of the area; and

WHEREAS, the attached Road Transfer Agreement provides for the transfer of the right-of-way title and responsibility of the planning, design, construction, improvement and maintenance for this portion of Orange Drive from Broward County to the Town of Davie.

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

SECTION 1. The Road Transfer Agreement, a copy of which is attached hereto as Exhibit "A", between the Town of Davie and Broward County is hereby approved by the Town Council of the Town of Davie.

SECTION 2. The appropriate Town officials are hereby authorized to execute this agreement on behalf of the Town of Davie.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000.

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."

WITNESSETH:

WHEREAS, Orange Drive from the western most right-of-way line for State Road 7, to the eastern most right-of-way line for Davie Road, 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 and responsibilities 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. 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, Florida 33301

With a copy to:

Director of the Broward County Engineering Division
115 South Andrews Avenue, Room 321
Fort Lauderdale, FL 33301

For the TOWN:

Town Administrator
6591 Orange Drive
Davie, FL 33314

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

(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 Chair or Vice Chair, 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 _____
Chair
_____ 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 _____
Sharon V. Thorsen
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 STATE ROAD 7 TO THE EASTERN MOST RIGHT-OF-WAY LINE FOR DAVIE
ROAD

TOWN

Attest:

TOWN OF DAVIE

City Clerk

BY _____
Mayor

_____ day of _____, 20____

BY _____
Town Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

By _____
Town Attorney

SVT:sl
rdtrf.davie
00-088.04
10/23/00