

RESOLUTION NO. 2002-36

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN WILLIAM MARKHAM, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR THE CREATION AND MAINTENANCE OF A COLLECTION ROLL FOR THE TOWN'S SOLID WASTE (GARBAGE) NON-AD VALOREM ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town desires to develop and implement a non-ad valorem assessment roll for the year 2002 and succeeding years to provide funds from property owners within the Town for solid waste (garbage) collection services, as provided under Chapter 197.3632 of the Florida Statutes; and

WHEREAS, it is the desire of the Town to use the services of Markham to create and maintain a non-ad valorem assessment roll for solid waste (garbage) collection; and

WHEREAS, Markham is prepared to create and maintain said solid waste (garbage) assessment roll on behalf of the Town.

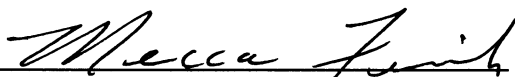
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Agreement. The Agreement between the Town of Southwest Ranches and William Markham, as Broward County Property Appraiser, providing for creation and maintenance of a collection roll for the Town's solid waste (garbage) non-ad valorem assessment, and attached hereto as Exhibit "A," is hereby approved.

Section 2: Execution. That the Mayor, Town Administrator and Town Attorney are hereby authorized to execute said Agreement between the Town of Southwest Ranches and William Markham, as Broward County Property Appraiser.

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of March 2002.


Mecca Fink, Mayor

Attest:


Arielle Haze Tynes, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney

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AGREEMENT

THIS AGREEMENT made and entered into this 14th day of March, 2002, by and between the Town of Southwest Ranches, State of Florida, a municipal corporation, hereinafter called "Town," and William Markham, as Broward County Property Appraiser hereinafter called "Markham," both of who understand as follows:

WITNESSETH:

WHEREAS, Town desires to develop and implement a non-ad valorem assessment roll for the year 2002 and succeeding years to provide funds from property owners within the Town for solid waste (garbage) collection services, as provided under Chapter 197.3632 of the Florida Statutes; and

WHEREAS, it is the desire of the Town to use the services of Markham to create and maintain a non-ad valorem assessment rolls for solid waste (garbage) collection; and

WHEREAS, Markham is prepared to create and maintain said solid waste (garbage) assessment roll on behalf of the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Services to be performed by Markham

Markham agrees to perform the following acts in connection with this agreement:

A. Create a Non-Ad Valorem Assessment Roll for the Town for the year 2002 and each succeeding year until this agreement is terminated by either of the parties pursuant to Section 5 below, using data presently in his computer as to the property characteristics the Town intends to use for purposes of levying the non-ad valorem assessments. Should the Town desire to use additional property characteristics than those already in the computer records, Markham will advise Town whether this is possible, when it can be accomplished, and the cost of so doing.

B. Provide the Town with an annual preliminary estimate of each type of property within the Town (e.g., single family residential, vacant land, condominium, etc.) for the Town's planning purposes in establishing its non-ad valorem assessments.

C. Receive from the Town its preliminary non-ad valorem assessment levy for each type of property and preliminarily extend that amount against each parcel of real property within the Town.

D. Furnish the Town with a computer-readable data file in ascii format of the Non-Ad Valorem Roll when such preliminary amounts have been extended.

E. Include the Town's non-ad valorem assessments in the TRIM notice sent to the Town's property owners in August at least 20 days in advance of the Town's scheduled public hearing in September. The Town shall notify Markham of the proposed date of the scheduled public hearing by July 31, and Markham shall let the Town know immediately if the 20-day advance notification requirement cannot be met for said proposed scheduled public hearing.

F. Receive from the Town corrections to the roll and update the Non-Ad Valorem Assessment Roll with the changed and corrected information.

G. Deliver the Town's Uniform Non-Ad Valorem Assessment Roll to the Broward County Revenue Collector's office so that the tax bills mailed on or about November 1 will include the amount for the Town's assessment levies.

Section 2. Requirements of Town

Town agrees to perform the following acts in connection with this agreement:

A. Advise the property owners within the Town in an appropriate and lawful manner of the Town's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes. Carry out its responsibilities under said sections.

B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll.

C. Establish an appropriate appeal process for property owners who wish to contest the classification of their property or amounts of uniform non-ad valorem assessments.

D. Advise the property owners within the Town as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Town in connection with the non-ad valorem assessments.

E. Timely pay the Property Appraiser the necessary administrative costs incurred in carrying out his functions under this agreement, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage if necessary, and programming.

Section 3. Fees to be Paid by Town

A. The parties understand that the Property Appraiser's best estimate of set up costs for the year 2002 are \$.30 per parcel of real estate (folio number) and that estimated annual maintenance costs are \$.15 per parcel for each succeeding year. Should the estimated annual maintenance costs be foreseen to increase in subsequent years, the Property Appraiser will provide written notice of such estimated increased maintenance costs prior to January 1 of the year in which the estimated costs will apply. The parties understand that this estimate does not include any amounts for extraordinary programming or other services required by the Town.

B. For purposes of this agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. The parties acknowledge that the Town has a sophisticated computer system, and that the use of extraordinary programs or creation of data not normally used by the Property Appraiser is not anticipated. However, in the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform the Town of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming nor creation of such data without prior written approval from the Town.

Section 4. Miscellaneous Provisions

A. The specific duties to be performed under this agreement and their respective timeframes are contained in Attachment 1 which is incorporated herein by reference.

B. This agreement constitutes the entire agreement of the parties and can only be modified in writing.

C. Neither party may assign his or its obligations under this agreement.

D. This agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. 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 or 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.

E. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

F. All communications required by this agreement shall be in writing and sent by first class mail or facsimile to the other party. Notices to the Town shall be addressed to the Town Administrator at:

John Canada, Town Administrator
Town of Southwest Ranches
c/o Law Offices of Becker and Poliakoff
3111 Stirling Road
Fort Lauderdale, FL 33312

With a copy to:

Gary A. Poliakoff, Town Attorney
Town of Southwest Ranches
c/o Law Offices of Becker and Poliakoff
3111 Stirling Road
Fort Lauderdale, FL 33312

Notices to the Property Appraiser shall be addressed to:

William Markham, Property Appraiser
115 South Andrews Avenue, Room 111
Fort Lauderdale, Florida 33301
Facsimile: (954) 357-8474 and Wood & Stuart, (954) 764-5734

Section 5. Termination

This Agreement may be terminated by either party upon written notice by the terminating party to the other party, providing for termination for the succeeding year. Such notice shall be sent no later than January 1 of the succeeding year. Markham will perform no further work after the written termination notice is received. If any work is in progress at the time of notice of termination, any and all work, documents, reports, non-ad valorem assessment rolls prepared up to the date of termination shall be submitted to the Town.

IN WITNESS WHEREOF, the Town of Southwest Ranches, Florida has caused this agreement to be signed and executed in its behalf by its Mayor, and fully attested by its Town Clerk, and Markham has signed and executed this agreement both in duplicate, the day and year first above written.

(Remainder of this page is intentionally left blank)

"TOWN":

Witnesses:

Signature

Date _____

Printed name

Date _____

Amey A. Singh 3-15-02

Signature

Date

CARMEN A. SIERRA 3-15-02
Printed name Date

Printed name

Date _____

TOWN OF SOUTHWEST RANCHES:

By: Mecca Fink 3/25/02
Mecca Fink, Mayor Date

APPROVED AS TO FORM:

By: 
Gary A. Poliakoff, Town Attorney
Town of Southwest Ranches

Gary A. Poliakoff, Town Attorney
Town of Southwest Ranches

GARY A. POLIAKOFF, J.D. 3-15-02
Printed name Date

Printed name

Date _____

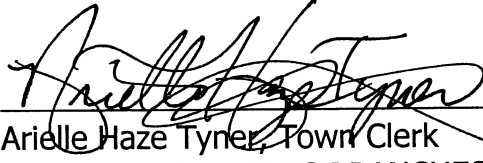
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 2002 by Mecca Fink , Mayor of the Town of Southwest Ranches, Florida, a municipal corporation, has produced _____ (driver's license or form of identification) or who is personally known to me.

CLERK'S NOTARY SEAL:



Arielle Haze Tyner
Commission # DD 021654
Expires April 30, 2003
Bonded Thru
Atlantic Bonding Co., Inc.


Arielle Haze Tyner, Town Clerk

TOWN OF SOUTHWEST RANCHES


Arielle Haze Tyner

(Name of Acknowledger Typed, Printed or Stamped)

021654

Commission Number

"MARKHAM":

Witnesses:

BROWARD COUNTY PROPERTY APPRAISER:

Holly M. Cimino 3/26/02 By: [Signature]
Signature Date Anthony Hodge, Sr., Chief Deputy
Date

Holly M Cimino 3/26/02
Printed name Date

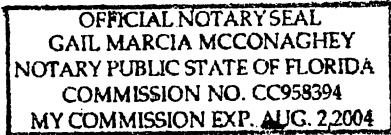
[Signature] 3/26/02
Signature Date

Susan Gentile 3/26/02
Printed name Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 2002 by has produced _____ (driver's license or form of identification) or who is personally known to me.

NOTARY'S SEAL:



Gail Marcia McConaghey
NOTARY PUBLIC, STATE OF FLORIDA

GAIL MARCIA MCCONAGHEY
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

ATTACHMENT 1

TOWN OF SOUTHWEST RANCHES, FLORIDA CALENDAR FOR IMPLEMENTATION OF GARBAGE COLLECTION SERVICES ASSESSMENT

1. Appraiser to provide the City with an electronic file that includes owner name, property address and folio ID, property classifications, square footage of non-residential property, and number of units for residential property. On or prior to June 1

The file shall be in an ascii file or any kind of database (DBF) file and shall include a file layout of all data fields, as well as a description of all County codes.

2. Appraiser certifies City's taxable value By July 1
3. City reviews assessment data (unit counts, square footage amounts, property classifications) provided by the Assessor for correctness, as this data determines the assessment amount. The City notifies the Appraiser of all corrections. From June 1 to no later than July 31

Once the City calculates its preliminary garbage collection assessment rates and if the rates are different from existing rates, the Appraiser provides a recap of revenues to be generated based on the new rates, or if necessary re-runs the assessment data file with the new rates for the City so that the City can verify that expected revenues will be attained.

4. City adopts its preliminary millage rate and preliminary non-advalorem garbage collection assessment rates. The City adopts an Initial Assessment Resolution for the garbage collection assessment program. No later than August 4
5. City provides the Appraiser with its preliminary adopted non-ad valorem garbage collection assessment rates (if changed), as well as with the date, time and place of the public hearing and any other information necessary to be placed on the TRIM notice. No later than August 4

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|-----|---|---|
| 6. | Appraiser sends TRIM notices including the non-ad valorem garbage collection assessment to all City property owners. The TRIM notice must be sent out by August 24 at the latest to allow for 20-day notice of the required public hearing. The City also advertises the public hearing in the newspaper. | Early to mid-August but in no event later than August 24 |
| 7. | City addresses property owner questions and appeals, and provides the Appraiser with any corrections as soon as possible. | September |
| 8. | City holds its public hearing on the non-ad valorem garbage collection assessment and adopts a Final Assessment Resolution. City has been holding this public hearing simultaneously with its budget hearing. | September |
| 9. | Certification by the City in conformance with F.S.197.3632. City provides to the Appraiser a certified copy of the resolution adopting the City's final non-ad valorem garbage collection assessment rate. | No later than 3 days after adoption of final resolution |
| 10. | Appraiser delivers the City's non-ad valorem garbage collection assessment roll to the Revenue Collector. | At the same time of ad valorem tax roll certification |
| 11. | Appraiser provides to the City a duplicate file of the non-ad valorem assessment roll as delivered to the Collector as the final record of current year garbage collection assessments. | 30 days after delivering non-ad roll to the Revenue Collector |