

RESOLUTION NO. 2011 – 031

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BROWARD COUNTY PROPERTY APPRAISER, AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR THE CREATION AND MAINTENANCE OF AN ASSESSMENT ROLL FOR THE TOWN'S SOLID WASTE (GARBAGE) COLLECTION SERVICES NON-AD VALOREM ASSESSMENTS; APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BROWARD COUNTY PROPERTY APPRAISER, AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR THE CREATION AND MAINTENANCE OF AN ASSESSMENT ROLL FOR THE TOWN'S FIRE SERVICES NON-AD VALOREM ASSESSMENTS; APPROVING, IF APPROVED BY THE FLORIDA LEGISLATURE, AN INTERLOCAL AGREEMENT BETWEEN THE BROWARD COUNTY PROPERTY APPRAISER, AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR THE CREATION AND MAINTENANCE OF AN ASSESSMENT ROLL FOR THE TOWN'S POLICE SERVICES NON-AD VALOREM ASSESSMENTS, IN SUBSTANTIALLY THE SAME FORM AS THE GARBAGE AND FIRE AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THESE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to develop and to implement a non-ad valorem assessment roll for the year 2011 and succeeding years to provide funds from property owners within the Town for Solid Waste (garbage) Collection, Fire Services, and if approved by the Florida Legislature Police 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 the Broward County Property Appraiser to create and to maintain a non-ad valorem assessment roll for Solid Waste (garbage) Collection, Fire Services and if approved by the Florida Legislature Police Services; and

WHEREAS, the Broward County Property Appraiser is prepared to create and maintain said 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. The recitals above are true and correct and are incorporated herein by this reference.

Section 2. The Town Council hereby approves an Interlocal Agreement between the Town of Southwest Ranches and the Broward County Property Appraiser for the creation and maintenance of an assessment roll for the Town's Solid Waste (Garbage) Collection Services, in substantially the same form as that attached hereto as Exhibit "A", and has been incorporated herein by reference.

Section 3. The Town Council hereby approves an Interlocal Agreement between the Town of Southwest Ranches and the Broward County Property Appraiser for the creation and maintenance of an assessment roll for the Town's Fire Services, in substantially the same forms as that attached hereto as Exhibit "B", and has been incorporated herein by reference.

Section 4. If approved by the Florida Legislature, the Town Council desires to enter into an Interlocal Agreement between the Town of Southwest Ranches and the Broward County Property Appraiser for the creation and maintenance of an assessment roll for the Town's Police Services, in substantially the same forms as the Garbage and Fire Agreements.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into these Agreements and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

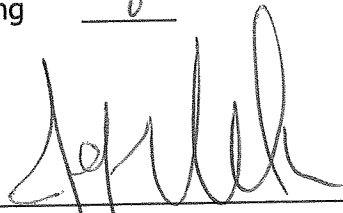
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of February 2011, on a motion by Vice Mayor Fisikelli and seconded by Council Member Breitkreuz.

Nelson
Fisikelli
Breitkreuz
Jablonski
McKay

AYE
AYE
AYE
AYE
AYE


Ayes
Nays
Absent
Abstaining

5
0
0
0



Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney

ACTIVE: 3227982-1

AGREEMENT

between

LORI PARRISH, AS BROWARD COUNTY PROPERTY APPRAISER

and

Town of Southwest Ranches, FLORIDA

for

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: LORI PARRISH, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and Town of Southwest Ranches, FLORIDA ("TOWN").

WHEREAS, the Town desires to develop and implement a non-ad valorem assessment roll for the year 2011 and succeeding years, to provide funds from property owners within the Town for Solid Waste Collection services.

WHEREAS, the Town desires to use the services of Property Appraiser to create and maintain a non-ad valorem tax roll, and Property Appraiser is prepared to do so on behalf of the Town.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Property Appraiser agrees to perform the following services for the Town:
 - A. Create a Non-Ad Valorem Assessment Roll for the Town for the year 2011 and each succeeding year until this Agreement is terminated pursuant to Paragraph 10 below, using data presently in the Property Appraiser's 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 other than those already in the computer records, Property Appraiser will advise Town whether this is possible, when it can be accomplished, and the additional cost incurred of so doing.
 - B. Provide the Town with an annual preliminary estimate of the number 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. Upon notification by the Town of their proposed date for the scheduled public hearing, the Property Appraiser shall immediately let the Town know whether the 20-day advanced notification requirement cannot be met for said proposed public hearing date.
- F. Include the Town's non-ad valorem assessment in the TRIM notice sent to the Town's property owners in August.
- G. Receive from the Town corrections to the roll and update the Non-Ad Valorem Assessment Roll with the changed and corrected information.
- H. 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.

2. 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 and 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. The Town shall notify Property Appraiser of the proposed date of the scheduled public hearing to be included in the TRIM Notice no later than July 31.

- F. Within 30 days of invoice, pay the Property Appraiser the necessary administrative costs incurred in carrying out her 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.
3. Within 30 days of invoice, the Property Appraiser shall be compensated by the Town for all administrative costs incurred in carrying out this Agreement at the rate of \$.50 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by the Town. 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. 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 or creation of such data without prior written approval from the Town.
 4. The specific duties to be performed under this Agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
 5. If the Property Appraiser or Town determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.
 6. Neither party may assign his or its obligations under this Agreement.
 7. 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.
 8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

9. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the Town shall be addressed to Charles H. Lynn, AICP, at the following address:

Town of Southwest Ranches

Town Administrator

6589 SW 160 Avenue

Southwest Ranches, FL 33331

Email: clynn@swranches.org

Notices to the Property Appraiser shall be addressed to:

Lori Parrish, Broward County Property Appraiser

115 South Andrews Avenue, Room 111

Fort Lauderdale, Florida 33301

Email: lori@bcpa.net

10. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this Agreement by providing the other party written notice of the cancellation prior to January 1st of the year the agreement shall stand terminated. Property Appraiser will perform no further work after a written cancellation. This agreement shall automatically terminate at the end of the Property Appraiser's term of office (January, 2013).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through LORI PARRISH and TOWN, by and through MAYOR JEFF NELSON and CHARLES H. LYNN, Town Administrator, duly authorized to execute same.

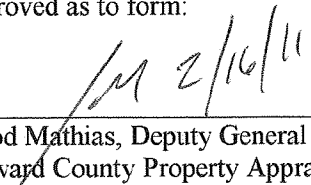
PROPERTY APPRAISER:



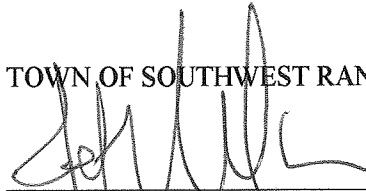
LORI PARRISH, BROWARD COUNTY
PROPERTY APPRAISER

16 day of Feb, 2011.

Approved as to form:

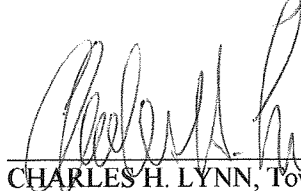

Jerrod Mathias, Deputy General Counsel
Broward County Property Appraiser's Office

TOWN OF SOUTHWEST RANCHES:



JEFF NELSON, MAYOR

10th day of February, 2011.



CHARLES H. LYNN, Town Administrator

10th day of February, 2011.

Approved as to form:


Keith M. Pothakoff, Town Attorney

ATTACHMENT A

Town of Southwest Ranches, FLORIDA

**CALENDAR FOR IMPLEMENTATION OF
NON-AD VALOREM ASSESSMENT**

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
<p>1. Property Appraiser to provide the Town with an electronic file that includes owner name, property address and property ID, property classifications, square footage of non-residential property, and number of units for residential property.</p> <p>Note: The file shall be ascii format 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.</p>	On or prior to June 1.
<p>2. Property Appraiser certifies Town's taxable value.</p>	On or prior to July 1.
<p>3. Town reviews assessment data (unit counts, square footage amounts, property classifications) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any need for corrections.</p>	From June 1 to July 31.
<p>4. Town calculates its preliminary Solid Waste assessment rates and determines whether the rates are different from existing rates. If the preliminary rates are different than existing rates, the Property Appraiser shall provide a recap of revenues to be generated based on the new rates or, if necessary, re-run the assessment data file with the new rates for the Town.</p>	From June 1 to July 31.
<p>5. Town adopts its preliminary millage rate and preliminary non-ad valorem Solid Waste assessment rates.</p>	On or prior to August 4.
<p>6. Town adopts an Initial Assessment Resolution for the Solid Waste assessment program.</p>	On or prior to August 4.
<p>7. Town provides the Property Appraiser with its preliminary adopted non-ad valorem Solid Waste assessment rates, and the date, time and place of the public hearing, and any other information necessary to be placed on the TRIM notice.</p>	On or prior to August 4.

8. Property Appraiser shall send TRIM notices, which include the non-ad valorem Solid Waste assessment to all Town property owners.	On or prior to August 24.
9. Town advertises its public hearing in a newspaper.	On or prior to August 24.
10. Town provides Property Appraiser with any corrections for re-TRIM.	September
11. Town holds its public hearing and adopts a Final Assessment Resolution.	September
12. In conformance with Fla. Stat. 197.3632, the Town certifies the final non-ad valorem Solid Waste assessment rates, and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	Within 3 days of adoption of the final resolution.
13. Property Appraiser delivers the Town's non-ad valorem Solid Waste assessment rolls to the Revenue Collector.	At the time of ad valorem tax roll certification.
14. Property Appraiser provides the Town a duplicate file of the non-ad valorem assessment roll delivered to the Revenue Collector as the final record of current year Solid Waste assessments.	30 days after delivery of non-ad valorem assessment roll to the Revenue Collector.

AGREEMENT

between

LORI PARRISH, AS BROWARD COUNTY PROPERTY APPRAISER

and

Town of Southwest Ranches, FLORIDA

for

NON-AD VALOREM ASSESSMENTS

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WHEREAS, the Town desires to use the services of Property Appraiser to create and maintain a non-ad valorem tax roll, and Property Appraiser is prepared to do so on behalf of the Town.

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 4. The specific duties to be performed under this Agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
 5. If the Property Appraiser or Town determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.
 6. Neither party may assign his or its obligations under this Agreement.
 7. 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.
 8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

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Lori Parrish, Broward County Property Appraiser

115 South Andrews Avenue, Room 111

Fort Lauderdale, Florida 33301

Email: lori@bcpa.net

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through LORI PARRISH and TOWN, by and through MAYOR JEFF NELSON and CHARLES H. LYNN, Town Administrator, duly authorized to execute same.

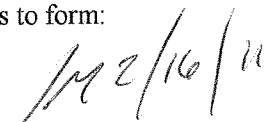
PROPERTY APPRAISER:



LORI PARRISH, BROWARD COUNTY
PROPERTY APPRAISER

16 day of Feb, 2011.

Approved as to form:



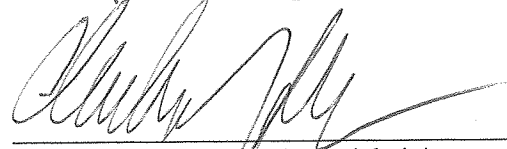
Jerrod Mathias, Deputy General Counsel
Broward County Property Appraiser's Office

TOWN OF SOUTHWEST RANCHES:



JEFF NELSON, MAYOR

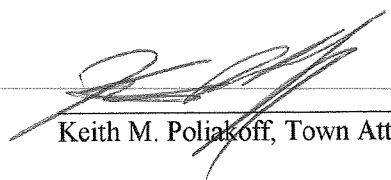
10th day of February, 2011.



CHARLES H. LYNN, Town Administrator

10th day of February, 2011.

Approved as to form:



Keith M. Poliakoff, Town Attorney

ATTACHMENT A

Town of Southwest Ranches, FLORIDA

**CALENDAR FOR IMPLEMENTATION OF
NON-AD VALOREM ASSESSMENT**

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
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<p>2. Property Appraiser certifies Town's taxable value.</p>	On or prior to July 1.
<p>3. Town reviews assessment data (unit counts, square footage amounts, property classifications) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any need for corrections.</p>	From June 1 to July 31.
<p>4. Town calculates its preliminary Fire assessment rates and determines whether the rates are different from existing rates. If the preliminary rates are different than existing rates, the Property Appraiser shall provide a recap of revenues to be generated based on the new rates or, if necessary, re-run the assessment data file with the new rates for the Town.</p>	From June 1 to July 31.
<p>5. Town adopts its preliminary millage rate and preliminary non-ad valorem Fire assessment rates.</p>	On or prior to August 4.
<p>6. Town adopts an Initial Assessment Resolution for the Fire assessment program.</p>	On or prior to August 4.
<p>7. Town provides the Property Appraiser with its preliminary adopted non-ad valorem Fire assessment rates, and the date, time and place of the public hearing, and any other information necessary to be placed on the TRIM notice.</p>	On or prior to August 4.

8. Property Appraiser shall send TRIM notices, which include the non-ad valorem Fire assessment to all Town property owners.	On or prior to August 24.
9. Town advertises its public hearing in a newspaper.	On or prior to August 24.
10. Town provides Property Appraiser with any corrections for re-TRIM.	September
11. Town holds its public hearing and adopts a Final Assessment Resolution.	September
12. In conformance with Fla. Stat. 197.3632, the Town certifies the final non-ad valorem Fire assessment rates, and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	Within 3 days of adoption of the final resolution.
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