

THE CITY OF

**COOPER CITY**  
**Someplace Special**

BROWARD COUNTY, FLORIDA

P.O. BOX 290910  
9090 Southwest 50th Place  
Cooper City, Florida 33329-0910  
(954) 434-4300 · Fax (954) 434-5099  
coopercityhall@coopercityfl.org

Suellen H. Fardelmann, Mayor  
Bob Webster, Commissioner  
M. Scott Kleiman, Commissioner  
Bart Roper, Jr., Commissioner  
Debby Eisinger, Commissioner  
Christopher J. Farrell, City Manager

October 4, 2002

Ms. Sandy Harris, Executive Director  
Broward County Legislative Delegation  
Broward County Governmental Center  
115 South Andrews Avenue, Room 429  
Fort Lauderdale, Florida 33301

Re: Local Bill to extend and enlarge the corporate limits of the City of Cooper City to include specified unincorporated enclave land within said corporate limits – (Primarily “Royal Palm Ranches and Lake Maranatha Estates” Area)

Dear Ms. Harris:

On behalf of the City of Cooper City and the unincorporated residents of the “Royal Palm Ranches and Lake Maranatha Estates” enclave area, I am pleased to sponsor this Special Act that will extend and enlarge the corporate boundary of Cooper City. The City hopes to accomplish a more logical configuration of its corporate limits and a more efficient delivery of local government services and facilities through this bill. Therefore, please find thirty (30) copies of the following documents, as required by the Broward County Legislative Delegation for a local bill:

- (1) Summary Fact Sheet
- (2) Letter of Intention
- (3) Local Bill Draft
- (4) Economic Impact Statement
- (5) Certified Verification of Legal Description
- (6) Map showing the property in relation to the surrounding area
- (7) 30 copies of the above

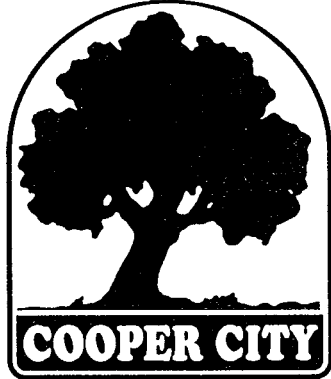
I believe this bill complies with the format set forth by the Delegation’s regulations. It is necessary to file this bill because this annexation cannot be accomplished at the local level as the responsibility and power to change municipal boundaries is vested in the Florida Legislature (Florida Constitution, Article VII, Section 2(c)). Additionally, any modification to Chapter 99-465, LOF, must be made by the Legislature.

If you require any additional information or clarification of any information contained herein, please do not hesitate to contact the undersigned. Thank you in advance for your consideration.

Very truly yours,

Senator Steven Geller  
The Florida Senate





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# LETTER OF INTENTION

TO: Broward County Legislative Delegation

RE: Local Bill to extend and enlarge the corporate limits of the City of Cooper City to include specified unincorporated enclave land within said corporate limits – (Primarily “Royal Palm Ranches and Lake Maranatha Estates” Area)

BILL #: \_\_\_\_\_

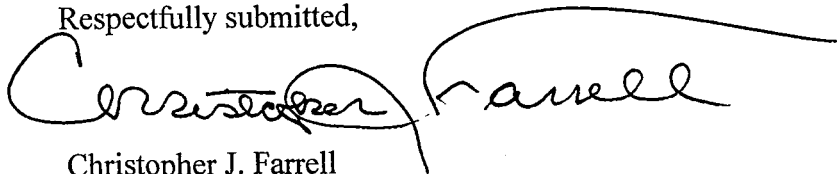
SPONSOR: Senator Steven Geller, District #29

DATE: October 4, 2002

It is the intent of the City of Cooper City (“City”) to extend and enlarge the corporate limits of the City by annexing specified unincorporated enclave land within said corporate limits. Towards this end the City is requesting the Broward County Legislative Delegation to file a local bill during the 2003 session of the Florida Legislature for annexation. The City is submitting this proposed bill because the City cannot achieve this annexation pursuant to Chapter 171, Florida Statutes. Since the City may not amend the Florida Statutes at the local level, the City is requesting the Florida Legislature to support this local bill.

The proposed area to be annexed is reflected on the attached map and sketches included in this package. It is the intent of this bill, which allows that annexation of property, to enable the City to more effectively plan and provide services to the area while providing a more logical configuration of the corporate limits of Cooper City.

Respectfully submitted,



Christopher J. Farrell  
City Manager  
City of Cooper City  
P.O. Box 290910  
9090 Southwest 50<sup>th</sup> Place  
Cooper City, Florida 333329-0910  
Telephone: (954) 434-4300  
Facsimile: (954) 434-5099

AGREEMENT

Between

BROWARD COUNTY

the

CITY OF COOPER CITY

and the

PROPERTY OWNERS OF "MAIN ROYAL PALM RANCHES"

related to

ANNEXATION OF THE "ROYAL PALM RANCHES" AREA

This is an Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "County," and the CITY OF COOPER CITY, a Florida municipal corporation, hereinafter referred to as "City," and the Property Owners of "Main Royal Palm Ranches," hereinafter referred to as "Owners."

WHEREAS, in order to establish the background, context and frame of reference for this Agreement and the objectives and intentions of County and City, the following statements, representations, and explanations are predicates for the undertakings and commitments, included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based; and

WHEREAS, it is the purpose and intent of this Agreement for County and City to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to achieve a smooth transition of the Royal Palm Ranches Area from the County to the City; and

WHEREAS, this Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Agreement and any amendments hereto, this Agreement including any amendments shall be filed as provided by Section 163.01(11); and

WHEREAS, the State of Florida approved Chapter \_\_\_\_\_, Laws of Florida (2002), during the 2002 Legislative Session, which upon voter-approved referendum resulted in the portions of the unincorporated area in Broward County described in Section 2 of Chapter \_\_\_\_\_, Laws of Florida (2002), (hereinafter sometimes referred to as the "Royal Palm Ranches Area"), being annexed into the municipal boundaries of the City; and

WHEREAS, annexation of the Royal Palm Ranches Area into the City will be effective September 15, 200\_\_\_; and

WHEREAS, is it also the purpose and intent of this Agreement for Cooper City to establish certain obligations and commitments to the Owners to govern their properties and general neighborhood subsequent to the effective date of the annexation; and

WHEREAS, it is mutually beneficial to City and County to ensure a smooth transition of the Royal Palm Ranches Area from the County to City; NOW, THEREFORE,

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

## ARTICLE I

### DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement – means this document, Articles 1 through 6, inclusive. Other terms and conditions are included in the exhibit that is expressly incorporated by reference.
- 1.2 Board – The Broward County Board of County Commissioners.
- 1.3 City Contract Administrator – The City of Cooper City Manager is the City Contract Administrator.
- 1.4 County Contract Administrator – The Broward County Administrator is the County Contract Administrator.
- 1.5 Main Royal Palm Ranches – That area of land as shown on Exhibit “A” attached hereto and made a part hereof by this reference.

## ARTICLE 2

### SERVICES AND REVENUE

The obligations and commitments of County and City regarding transition of the Royal Palm Ranches Area from County to City under this Agreement are as set forth in ExhibitB, which is attached hereto and incorporated herein by this reference.

## ARTICLE 3

### EFFECTIVENESS, TERM

This Agreement shall become effective on September 15, 200\_\_. The obligation of County to continue providing services identified in Exhibit B shall terminate as provided in ExhibitB. Notwithstanding any other provision to the contrary, if a County obligation to act or to provide service pursuant to this Agreement exists after September 30, 200\_\_, County shall have the right to discontinue providing such service at any time by giving at least thirty (30) days' prior written notice to City, after which time it shall be City's obligation and responsibility to act or provide such service.

#### ARTICLE 4

#### GOVERNMENTAL IMMUNITY AND LIABILITY RISK

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party. City assumes the risk for any and all loss and liability which results from this Agreement, if any, which are not the fault of County. County urges City to insure against potential loss and liability through City's insurance carrier as County does not assume or accept responsibility or liability for City by any means, whether insurable or otherwise, when such loss or liability is not the fault of County.

#### ARTICLE 5

#### TERMINATION

In the event of breach, this Agreement may be terminated by the aggrieved party, acting by and through its governing body, upon not less than ten (10) days' written notice to the other party. Such written notice shall specifically identify the breach. This Agreement may also be terminated by either parties' Contract Administrator upon such notice as such Contract Administrator deems appropriate under the circumstances in the event such Contract Administrator determines that termination is necessary to protect the public health or safety. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

#### ARTICLE 6

#### MISCELLANEOUS

##### 6.1 OWNERSHIP OF DOCUMENTS.

Any and all reports, photographs, surveys and other data and documents created in connection with this Agreement are and shall remain the property of the party that created same and City shall accept from County for lawful management, retention, destruction and/or disclosure any such document delivered to City by County.

##### 6.2 AUDIT RIGHT AND RETENTION OF RECORDS.

The parties shall have the right to audit the books, records, and accounts that are related to this Agreement. City and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

City and County shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated, the books, records and accounts shall be retained until completion of the audit; provided, that if audit findings have not been resolved, such books, records, and accounts shall be retained until resolution of the audit findings.

### 6.3 NONDISCRIMINATION.

City shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, City shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

City's decisions regarding the delivery of services under this Agreement, if any, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

City shall not engage in or commit any discriminatory practice as described in or in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services, if any pursuant to this Agreement.

### 6.4 INDEPENDENT CONTRACTOR.

No partnership, joint venture, or other relationship is created hereby. Neither County nor City extends to the other's agent(s) any authority of any kind to bind them in any respect whatsoever.

### 6.5 THIRD PARTY BENEFICIARIES.

Neither City nor County intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. However, the City specifically intends to benefit the Owners as set forth in Exhibit C, attached hereto and made a part hereof by this reference.

6.6 NOTICES.

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager  
City of Cooper City  
Post Office Box 290910  
Cooper City, Florida 33329-0910

6.7 ASSIGNMENT.

Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered.

6.8 WAIVER OF BREACH.

Neither County's nor City's failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

6.9 COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state and local laws, codes, ordinances, rules, and regulations with respect to its commitments, duties, responsibilities, and obligations pursuant to this Agreement.

6.10 SEVERANCE.

In the event a court of law should find any part of this Agreement to be invalid or unenforceable, the remaining terms of the Agreement shall be considered unaffected and



enforceable to the fullest extent of the law, provided the parties' original intent is not materially affected by exclusion of an unenforceable or invalid provision.

6.11 JOINT PREPARATION.

In interpreting this Agreement, no significance shall be given to the fact that one party may have authored the Agreement; rather, this Agreement shall be construed as a mutually acceptable document fully and fairly negotiated by the parties hereto.

6.12 PRIORITY OF PROVISIONS.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of Articles 1 through 6 of this Agreement, the term, statement, requirement or provision contained in Articles 1 through 6 shall prevail and be given effect.

6.13 CONSTRUCTION OF AGREEMENT.

The truth and accuracy of each "Whereas" clause set forth above are acknowledged by the parties and same are hereby incorporated into and made a part of this Agreement. It is the intent of the parties that this Agreement shall be liberally construed and interpreted consistent with the "Whereas" clauses set forth herein so as to fully effectuate its purposes and intent.

6.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement shall be in such State Courts. By entering into this Agreement, the parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

6.15 AMENDMENTS.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

6.16 PRIOR AGREEMENTS.

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

6.17 TRAFFIC ENGINEERING AGREEMENT.

It is not the intent of the parties to alter or affect the terms of the Traffic Engineering Agreement between them, approved by the Broward County Board of County Commissioners on December 3, 1981, unless specifically in conflict herein. In the event of such conflict, the terms of such Traffic Engineering Agreement shall prevail.

6.18 REPRESENTATION OF AUTHORITY.

The individuals executing this Agreement on behalf of any entity hereby represent and warrant that they are on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

6.19 MULTIPLE ORIGINALS.

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: 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 \_\_\_\_\_, 2002, and City, signing by and through its Mayor and City Clerk, duly authorized to execute same, and the Owners through their designated representative(s), duly authorized to execute same

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator,  
as Ex-officio Clerk of the Broward  
County Board of County  
Commissioners

\_\_\_\_\_  
Lori Nance Parrish, Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2002.

Approved as to form by  
EDWARD A. DION, County Attorney  
for Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

Insurance requirements  
approved by Broward County  
Risk Management Division

Telecopier: (954) 357-7641

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CITY

CITY OF COOPER CITY, FLORIDA

ATTEST:

\_\_\_\_\_  
Susan Bernard, City Clerk

\_\_\_\_\_  
Suellen H. Fardelmann, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2002.

Approved As To Form:

\_\_\_\_\_  
Alan F. Ruf, City Attorney

STATE OF FLORIDA                    )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Suellen H. Fardelmann and Susan Bernard, respectively, as Mayor and City Clerk of the City of Cooper City, a Florida municipal corporation and both executing the foregoing on behalf of the City of Cooper City. These individuals are personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

(Seal)

OWNERS

\_\_\_\_\_  
Barbara Kronk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bonnie Wetzler

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Barbara Kronk and Bonnie Wetzler, both executing the foregoing on behalf of the Main Royal Palm Ranches property owners. These individuals are personally known to me.

\_\_\_\_\_  
Notary Public

Seal:

EXHIBIT A

Map of Main Royal Palm Ranches

## EXHIBIT B

The respective obligations and commitments of the County and City are as follows:

1. **Services Transitioned to City:** Except as otherwise provided in this Agreement, City shall be responsible for all municipal-level services beginning September 15, 200\_\_. The County shall continue to provide municipal-level services until September 15, 200\_\_.
2. **Building Code Services:** All outstanding building permits shall be inspected and finalized by County, including expired building permits which are renewed. Any permit issued after the effective date of the annexation shall be issued, inspected and finalized by City. County shall continue to monitor and enforce building code violations for compliance for a period of time not to exceed one year from the effective date of the annexation. After that time, City shall be notified that County will close its files, after which it shall be City's responsibility to ensure compliance. All records for all building permits issued by County prior to the effective date of the annexation shall remain as part of County's public records. County shall provide City officials, with free, open and unlimited access to all records needed in the performance of their duties during regular business hours that are being maintained by County.
3. **Zoning Code Services:** All records for all zoning permits issued by County prior to the effective date of the annexation shall remain as part of County's public records. County shall continue to monitor and enforce pending zoning violations matters as of the effective date of annexation for compliance for a period of time not to exceed one year from the effective date of the annexation. After that time, City shall be notified that County will close its files, after which it will be City's responsibility to ensure compliance in those matters. All outstanding zoning permits and certificate of use applications shall be inspected and finalized by County. Any permit issued after the effective date of the annexation shall be issued, inspected and finalized by City.
4. **Engineering and Right-of-Way Management:** County and City acknowledge that jurisdiction and responsibility for, and title to, all public roads and public rights-of-way associated therewith lying within the Main Royal Palm Ranches area as described in Exhibit A, hereinafter referred to as "transferred roads" shall transfer from the County to the City effective September 15, 200\_\_, pursuant to Chapter \_\_\_\_\_, Laws of Florida. City and County agree and acknowledge that all legal rights, title, interest and responsibilities, including, but not limited to, the future planning, design, construction, improvement and maintenance of the transferred roads are relinquished by County and accepted by City effective September 15, 200\_\_, however:
  - A. All records for all permits issued by County prior to the effective date of the annexation shall remain as part of County's public records.
  - B. All outstanding engineering permits shall be inspected and finalized by County.
  - C. Bonds held for outstanding Engineering permits will be maintained until successful completion of the one-year warranty maintenance period.

- D. Any permit issued after the effective date of the annexation shall be issued, inspected and finalized by City, except as provided herein below and except as may be otherwise provided for in this Exhibit.
- E. County shall continue to monitor outstanding engineering permits for compliance through the warranty maintenance period until final acceptance by County. After acceptance, County shall notify City that County will close its files, and it shall be the City's responsibility to ensure compliance.

5. Street Maintenance: City hereby irrevocably accepts responsibility for maintenance of the transferred roads. However, County will pay City \_\_\_\_\_ (\$\_\_\_\_\_) to resurface the transferred roads. City must enter into a contract to resurface the transferred roads by September 15, 200\_\_. County will pay the \_\_\_\_\_ (\$\_\_\_\_\_) to City after City has awarded a contract for such work and after County's receipt of City's invoice requesting payment for such work.

6. Planning and Development Review: City shall be responsible for the review of all final plats within the annexed area which have not been approved by the Broward County Board of County Commissioners by September 15, 200\_\_. All plats approved by the Broward County Board of County Commissioners prior to the effective date of the annexation shall be entitled to be recorded as if such a plat was still located within the unincorporated area. City shall be responsible for neighborhood planning as of the effective date of the annexation. City shall be responsible for the review of all final site plan applications which have not received a development order from Broward County by September 15, 200\_\_. The Future Unincorporated Land Use Element of the Broward County Comprehensive Plan shall remain in effect until City adopts an ordinance changing such land use designation by a majority of the full governing body of City. Upon annexation, City shall be responsible for implementation and administration of the Future Unincorporated Land Use element of the Broward County Comprehensive Plan within the annexed area.

*Only  
Current  
or platting  
regulations*

7. Waterway Management and Maintenance: City agrees to accept conveyance and ownership of all publicly owned water bodies which shall irrevocably and unconditionally become owned by City upon the effective date of this Agreement. All storm sewers and associated storm water outfalls serving roads that are transferred to City as part of the annexation shall be owned by City. Storm sewers and the associated outfalls that primarily serve roads that will remain County's responsibility shall remain the responsibility of County. Such storm sewers and associated outfalls shall be identified by County staff in a writing to City within six (6) months of the date this Agreement becomes effective, however, County staff's failure to timely provide such list shall not affect City's ownership of same.

8. Allocation of Revenues: City shall coordinate the notification and filing for the necessary steps to ensure that State revenue sources identified below are transitioned to City on September 15, 200\_\_.

- Electric Utility Taxes



- Local Communications Services Taxes
- Electric Franchise Fees
- State Revenue Sharing

9. Garbage Collection: County shall continue to provide waste collection and recycling services until \_\_\_\_\_.
10. Continuation of Capital Project: The County shall complete \_\_\_\_\_ for which County funds are currently appropriated in County's budget.

## EXHIBIT C

The respective obligations and commitments of the City to the Owners are as follows:

1. Planning/Zoning/Land Use:

- permitted uses  
+ des. stds of*
- A. Pursuant to the provisions of Chapter \_\_\_\_\_, Laws of Florida (the "Act"), the Royal Palm Ranches area will be considered a preservation area and in order to protect the rural atmosphere of the Royal Palm Ranches community, all Broward County land use and zoning classifications, ~~rules and regulations~~ that are applicable to this area on the effective date of the Act shall be adopted by the City prior to the effective date of the annexation.
- B. Any and all proposed municipal enactments that may effect a change in the Royal Palm Ranches area, including but not limited to all quasi-judicial items, including zoning modifications, site plans, plats and variances, must be approved by a super-majority vote of the City Commission. A super-majority vote shall be defined as a four-fifth's vote of the City Commission.
- C. All applications for zoning changes within the Main Royal Palm Ranches area require written notification to all owners/residents in Main Royal Palm Ranches. Moreover, any application for a change of zoning within the Royal Palm Ranches area must first come before a Preservation Board made up of five members residing in the Royal Palm Ranches area who will be appointed every two (2) years by the governing body and will be responsible for issuing recommendations on zoning changes within the Royal Palm Ranches area.
- D. The provisions of Cooper City Code Section 23-76, "SRL, Special Residential Lifestyle overlay district," shall apply to all of the lands annexed into the City of Cooper City pursuant to the Act; the provisions of said Section 23-76 can only be changed by a super-majority vote of the City Commission.
1. The Owners have requested certain amendments to Section 23-76 of the Cooper City Code. The City shall review and adopt said amendments prior to the effective date of the annexation.
- E. Any uses and/or structures currently existing on the properties within Royal Palm Ranches upon the effective date of annexation, which legally comply with all applicable County and Building Code regulations, shall be permitted to remain. Any such installations which have not been legally installed and/or constructed under the current Broward County code, shall be subject to code enforcement procedures, as they would have been under Broward County regulations.

2. Roads and Rights-of-Way: In the event that the property owners of Royal Palm Ranches decide to dedicate their existing right-of-way reservations to the City of Cooper City, the City shall utilize gas tax revenues derived from Royal Palm Ranches to expand, where

necessary, repair and overlay the existing roadways. On any particular street, the City can only accomplish this work if all property owners on both sides of the road are willing to make this dedication. Should a property owner decline to dedicate the right-of-way reservation, the City cannot perform any work on that roadway.

The City of Cooper City shall provide to each property owner a standard form for right-of-way dedication, to which the owners should complete and execute the forms and attach a copy of their survey and/or legal description of their property. The City will also provide to each property owner a standard form for release of lien and a letter of explanation for the property owners to send to their mortgage holders in order to obtain the necessary approval.

The City of Cooper City shall record the dedications received in the public records of Broward County, Florida, and notify the Broward County Property Appraiser and Broward County Revenue Collection Division that the dedications have been made.

3. Drainage: The City of Cooper City will work with the Central Broward Water Control District to implement the recommendations for drainage improvements in the study commissioned by the interlocal consortium (Broward County, Central Broward, Cooper City and the Town of Davie). Emphasis will be placed on those roadways or areas where significant problems have occurred in the past.

The City will monitor the efficiency of the improvements through one rainy season and determine, in conjunction with Central Broward, if additional improvements are necessary. The City may enlist the aid of the District to apply for grant monies for drainage improvements.

4. Utility (Water) Services: In the event that a majority of the property owners in Royal Palm Ranches (fifty percent plus one) indicate their desire, in writing, to obtain water treatment and distribution services from the City of Cooper City, the City will proceed with plans to install a water distribution system. Property owners who desire to be hooked into the system shall be required to pay for a water meter, and to pay the cost of connecting the City's water lines to their homes. The City will assist the homeowners to keep these costs low by soliciting bids and/or proposals from qualified plumbing contractors to perform the work on a bulk basis.

Though the City will make every attempt to obtain grant or other supplemental funding for the water lines, any capital costs not covered by such funds shall be paid by the property owners of Royal Palm Ranches. The City shall create a special improvement district for this purpose with the costs to be amortized over a twenty-year period and included as a non-ad valorem charge on the owners' annual tax bill. The City will pursue the lowest interest rates available on the market at the time the improvement district is implemented and funded.

Upon completion of the improvements, and connection to the City's water distribution system, owners shall pay the rates for water service as established for customers within the City of Cooper City.

**House Committee on Local Government  
2003 ECONOMIC IMPACT STATEMENT**

House policy requires that economic impact statements for local bills be prepared at the LOCAL LEVEL. This form should be used for such purposes. It is the policy of the House Community Affairs Committee that no bill will be considered by the Committee without an original Economic Impact Statement. This form must be completed whether or not there is an economic impact. If possible, this form must accompany the bill when filed with the Clerk for introduction. In the alternative, please submit it to the House Community Affairs Committee as soon as possible after the bill is filed.

**BILL #:** \_\_\_\_\_

**SPONSOR(S):** \_\_\_\_\_

**RELATING TO:** Annexation of 'Royal Palm Ranches' Area

**XXVI. ESTIMATED COST OF ADMINISTRATION, IMPLEMENTATION, AND ENFORCEMENT:**

Expenditures	<u>FY 02-03</u>	<u>FY 03-04</u>
Administrative	0.00	\$ 33,800.00
Police	0.00	\$122,106.00
Fire	0.00	\$ 32,064.00
Public Works	0.00	\$ 93,095.00
Planning	0.00	\$ 4,753.00
Utilities	0.00	\$500,000.00
Code Enforcement	0.00	\$ 4,767.00
Recreation	0.00	\$ 36,725.00
Totals	<u>0.00</u>	<u>\$827,310.00</u>

**II. ANTICIPATED SOURCE(S) OF FUNDING:**

	<u>FY 02-03</u>	<u>FY 03-04</u>
Federal	0.00	0.00
State		
Gas, Utility and Franchise	0.00	\$ 67,782.00
Grant		\$500,000.00
Local		
Property Taxes	<u>0.00</u>	<u>\$155,060.00</u>
Totals	<u>0.00</u>	<u>\$722,842.00</u>

**III. ANTICIPATED NEW, INCREASED OR DECREASED REVENUES:**

Revenues	<u>FY 02-03</u>	<u>FY 03-04</u>
Interlocal Revenue		
for Fire/EMS	<u>0.00</u>	<u>(\$ 20,761.00)</u>
Totals	<u>0.00</u>	<u>(\$ 20,761.00)</u>

**IV. ESTIMATED ECONOMIC IMPACT ON INDIVIDUALS, BUSINESS, OR GOVERNMENTS:**

**Advantages:** Cooper City's Fire/Rescue Service fee is substantially lower than Broward County charges to unincorporated area residents, thereby saving property owners on ad valorem taxes.

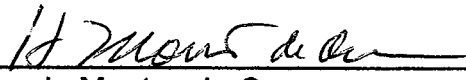
**Disadvantages:** None.

**V. ESTIMATED IMPACT UPON COMPETITION AND THE OPEN MARKET FOR EMPLOYMENT:**

Cooper City already services this area under contract to Broward County for Fire and EMS services and via mutual and automatic aid agreements for Police services. Therefore, this annexation should not cause the displacement of any Broward County employees.

**VI. DATA AND METHOD USED IN MAKING ESTIMATES (INCLUDING SOURCE(S) OF DATA):**

Data and estimates derived from Cooper City's administrative staff based on existing development and population. Data also received from Broward County Property Appraiser, Broward County Revenue Collection Division and the Florida Department of Revenue.

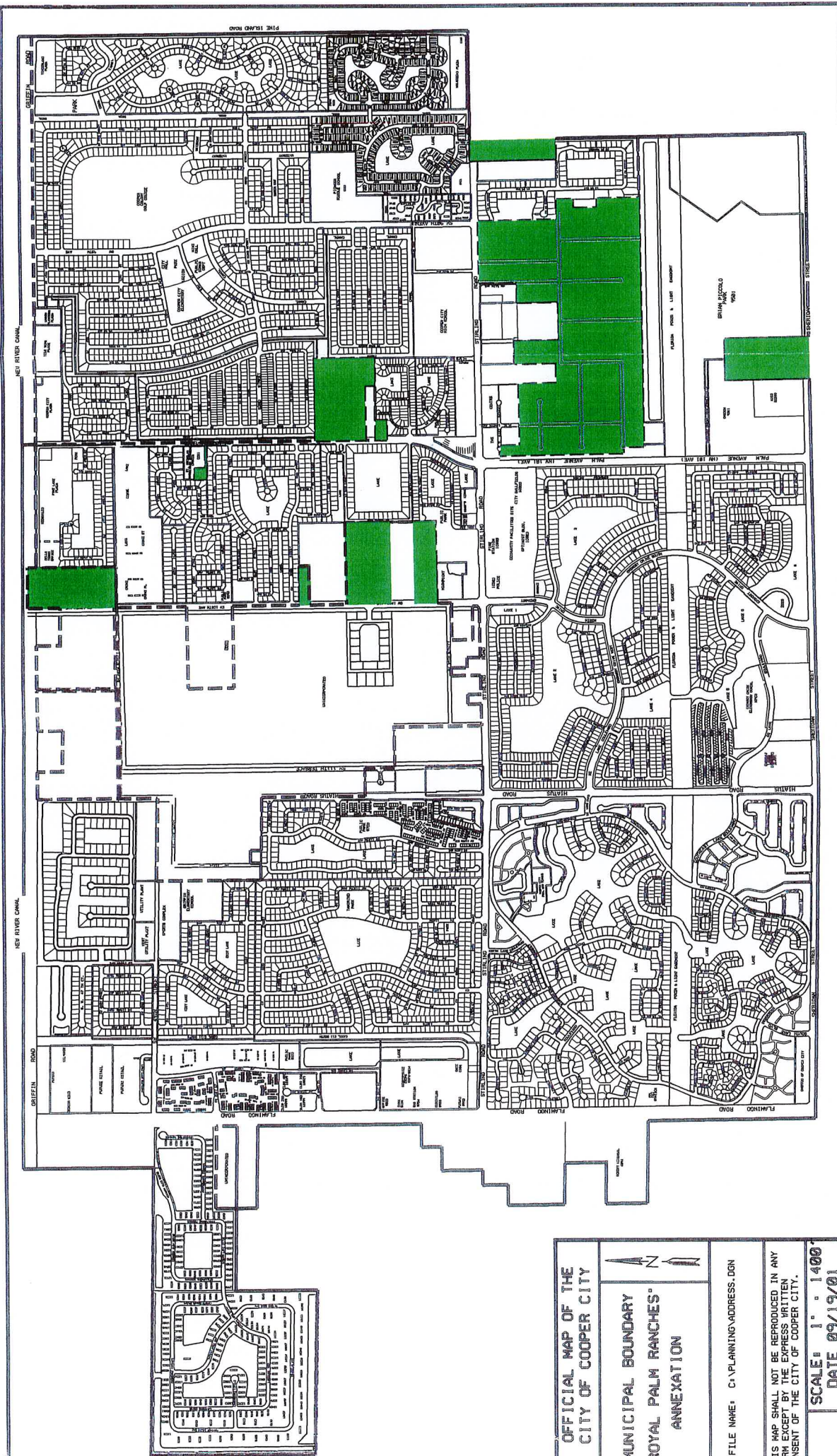
**Prepared By:**   
Horacio Montes de Oca

**Title:** Finance Director

**Representing:** The City of Cooper City, Florida

**Phone:** (954) 434-4300, extension 292.





<p><b>OFFICIAL MAP OF THE CITY OF COOPER CITY</b></p>	
<p><b>MUNICIPAL BOUNDARY ROYAL PALM RANCHES - ANNEXATION</b></p>	
<p>FILE NAME: C:\PLANNING\ADDRESS.DGN</p>	
<p>IS MAP SHALL NOT BE REPRODUCED IN ANY FORM EXCEPT BY THE EXPRESS WRITTEN CONSENT OF THE CITY OF COOPER CITY.</p>	
<p>SCALE: 1" = 1400'</p>	<p>DATE 09/19/01</p>