

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Donald DiPetrillo, Fire Chief 954/797-1213  
Prepared by: Raquel B. Gray, Administrative Aide

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town wide

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH ROCKY RODRIGUEZ AS BROWARD COUNTY PROPERTY APPRAISER FOR CREATING AND MAINTAINING A NON-AD VALOREM ASSESSMENT ROLL FOR FIRE RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:** This resolution authorizes the Town Administrator or designee to execute an agreement with Rocky Rodriguez as Broward County Property Appraiser. Rodriguez will create and maintain the Town's non-ad valorem assessment roll for fire rescue services. The cost for the first year will be \$9,000 with an annual cost of \$4,500 in subsequent years. Approval of this agreement will provide the Town an updated Annual Fire Rescue Assessment roll, a notification method to property owners as required by Florida Statutes, and reduce the Town's cost in maintaining the annual non-ad valorem fire rescue assessment.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** The attached agreement has been forwarded to the Town's attorney for review.

**FISCAL IMPACT:**

Has request been budgeted? Yes  
If yes, expected cost: \$9,000 estimated cost for first year; \$4,500 thereafter  
Account Name: Fire/EMS Assessment EXP – 001-0620-522-0329

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution and Agreement

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH ROCKY RODRIGUEZ AS BROWARD COUNTY PROPERTY APPRAISER FOR CREATING AND MAINTAINING A NON-AD VALOREM ASSESSMENT ROLL FOR FIRE RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to develop and implement a non-ad valorem assessment roll for this coming fiscal year and succeeding years for fire rescue services; and,

WHEREAS, Rocky Rodriguez as Broward County Property Appraiser can create and maintain a non-ad valorem assessment roll; and,

WHEREAS, the Town of Davie and Rocky Rodriguez as Broward County Property Appraiser have determined that it is mutually beneficial and in the best interest of the public to enter into this Agreement.

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 hereby authorizes the Town Administrator or designee to execute an agreement for implementing a non-ad valorem tax roll, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

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

ATTEST:

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

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

## EXHIBIT “A”

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between ROCKY RODRIGUEZ, as Broward County Property Appraiser ("Rodriguez"), and The Town of \_\_\_\_\_, Florida, a municipal corporation, ("Town").

1. Town desires to develop and implement a non-ad valorem assessment roll for the year \_\_\_\_ and succeeding years, to provide funds from property owners within the Town for fire rescue services. The Town desires to use the services of Rodriguez to create and maintain a non-ad valorem tax roll, and Rodriguez is prepared to do so on behalf of Town. Each party represents that it has satisfied all conditions precedent necessary to enter into this agreement.

2. Rodriguez agrees to perform the following services for Town:

A. Create a Non-Ad Valorem Assessment Roll for the Town for the year \_\_\_\_ and each succeeding year until this agreement is terminated by either of the parties pursuant to Paragraph 11 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, Rodriguez 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 assessment 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 Rodriguez of the proposed date of the scheduled public hearing by July 31, and Rodriguez 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.

3. 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 capa city 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.

4. The parties understand that the Property Appraiser's best estimate of set up costs for the year \_\_\_\_\_ 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.

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.

5. The specific duties to be performed under this agreement and their respective

timeframes are contained in Attachment 1 which is incorporated herein by reference.

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

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

8. 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.

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

10. 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 Manager at:

Facsimile:

Notices to the Property Appraiser shall be addressed to:

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

11. 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. Rodriguez 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.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ROCKY RODRIGUEZ, as  
Broward County Property Appraiser

By: \_\_\_\_\_

TOWN OF

By: \_\_\_\_\_

TOWN OF \_\_\_\_\_, a municipal  
corporation of the State of Florida

By: \_\_\_\_\_  
TOWN MANAGER OR HIS DESIGNEE,  
DIRECTOR OF FINANCIAL SERVICES

Approved as to form and legality for the use  
and reliance of the Town of, Florida, only.

\_\_\_\_\_  
TOWN ATTORNEY

**ATTACHMENT 1**

TOWN OF \_\_\_\_\_, FLORIDA  
CALENDAR FOR IMPLEMENTATION OF FIRE PROTECTION SERVICES ASSESSMENT

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| 1. | Appraiser to provide the Town 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 Town's taxable value   | By July 1  |
| 3. | Town reviews assessment data (unit counts, square footage amounts, property classifications) provided by the Assessor for correctness, as this data determines the assessment amount. The Town notifies the Appraiser of all corrections.  | From June 1 to no later than July 31                     |
|    | Once the Town calculates its preliminary fire protection 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 Town so that the Town can verify that expected revenues will be attained. |  |
| 4. | Town adopts its preliminary millage rate and preliminary non-ad valorem fire protection assessment rates. The Town adopts an Initial Assessment Resolution for the fire protection assessment Program.   | No later than August 4                                   |
| 5. | Town provides the Appraiser with its preliminary adopted non-ad valorem fire protection 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                                   |
| 6. | Appraiser sends TRIM notices including the non-ad valorem fire protection assessment to all Town 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 Town also advertises the public hearing in the newspaper.   | Early to mid-August but in no event later than August 24 |
| 7. | Town addresses property owner questions and appeals, and provides the Appraiser with any corrections as soon as  | September  |

possible.

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| 8.  | Town holds its public hearing on the non-ad valorem fire protection assessment and adopts a Final Assessment Resolution. Town has been holding this public hearing simultaneously with its budget hearing. | September  |
| 9.  | Certification by the Town in conformance with F.S.197.3632. Town provides to the Appraiser a certified copy of the resolution adopting the Town's final non-ad valorem fire protection assessment rates.   | No later than<br>3 days after adoption<br>of final resolution                                |
| 10. | Appraiser delivers the Town's non-ad valorem fire protection assessment rolls to the Revenue Collector.  | At the same time<br>of ad valorem tax<br>roll certification                                  |
| 11. | Appraiser provides to the Town a duplicate file of the non-ad valorem assessment roll as delivered to the Collector as the final record of current year fire rescue assessments.                           | 30 days after<br>delivering non-ad<br>valorem assessment<br>roll to the Revenue<br>Collector |

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