

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director / (954) 797-1101  
Prepared by Deborah Ross, AICP, Planning Supervisor

**SUBJECT:** Resolution  
Agreement with Florida Golf Management, Inc., d/b/a Grande Golf Club, a Florida Corporation, the Town of Davie and the Department of Community of Community Affairs

**AFFECTED DISTRICT:** Townwide

### **TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA; AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT, BETWEEN, FLORIDA GOLF MANAGEMENT, INC D/B/A GRANDE OAKS GOLF CLUB, A FLORIDA CORPORATION AND THE DEPARTMENT OF COMMUNITY OF AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

### **REPORT IN BRIEF:**

A request for a Section 380.032(3) Agreement has been submitted by Florida Golf Management, Inc., d/b/a Grande Golf Club, a Florida Corporation in regard to the Rolling Hills DRI (Development of Regional Impact). The Developer is requesting to preserve the right to build up to 140 units (10 single family units and 130 multi-family units) upon property that was previously approved for residential uses. It is noted by the developer that in the future if development of the additional units is proposed, such development may be subject to additional DRI review. The subject Agreement has been reviewed and found to be acceptable by Kenneth Metcalf, Regional Planning Administrator of the Department of Community Affairs. (See Attachment A)

As Council may recall an Agreement with Broward Anchor International, Inc., was previously approved by the Town on January 15, 2003, regarding said DRI which authorized the development of up to 219 townhouses previously approved by the DRI without the necessity of undergoing additional DRI review. The parties of the Agreement did not include the Florida Golf Management, Inc., d/b/a Grande Golf Club, a Florida Corporation.

For your convenience a brief history of the subject Rolling Hills DRI is attached. Relative to the proposed 10 single family units and 130 multi-family units that are the subject of this Agreement, staff advises the following -

Maximum levels of development of the approved DRI were not built;  
Development Order expired March 15, 2001;

Mitigation required by the DO for regional impacts has been completed; and Existing development within the DRI, together with the proposed 219 townhomes and the proposed 10 single family units and 130 multi-family units, comprises less than 100% of the multi-use DRI threshold and pursuant to Section 380.06(2)(d)2.a., F.S, the development does not constitute a DRI.

In conclusion, the Rolling Hills DRI is an essentially “builtout” DRI and as such may request a Section 380.032(3) Agreement to permit the development of the proposed 10 single family units and 130 multi-family units without the necessity of additional DRI review.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject Section 380.032(3) Agreement complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Memorandum, Resolution, Section 380.032(3) Agreement



**DEVELOPMENT SERVICES DEPARTMENT 797-1111**

Administration 954-797-1101  
Planning & Zoning 954-797-1103  
Building & Occupational Licensing 954-797-1111  
Code Enforcement 954-797-1121  
Engineering 954-797-1113

**TOWN OF DAVIE** 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314-3399 (954) 797-1030

**ME MEMORANDUM**

PZ 10-2-03

TO: Thomas J. Willi, Town Administrator

THRU: Mark A. Kutney, AICP, Development Services Director

THRU: Fernando Leiva, AICP, Planning and Zoning Manager

FROM: Deborah Ross, AICP, Planning Supervisor

DATE: October 2, 2003

RE: Rolling Hills Development of Regional Impact (DRI)

A request for a Section 380.032(3) Agreement has been submitted by Florida Golf Management, Inc., d/b/a Grande Golf Club, a Florida Corporation in regard to the Rolling Hills DRI (Development of Regional Impact). The subject Agreement has been reviewed and found to be acceptable by Kenneth Metcalf, Regional Planning Administrator of the Department of Community Affairs. See Attachment

As Council may recall an Agreement was previously approved by the Town on January 15, 2003 regarding said DRI. The parties of the Agreement did not include the Florida Golf Management, Inc., d/b/a Grande Golf Club, a Florida Corporation.

**BACKGROUND**

On June 3, 1987, the Town of Davie, Florida adopted Ordinance No. 87-72 approving a Development Order for the Rolling Hills DRI. The Development Order (DO) was valid for five (5) years. The 353 acre DRI is generally located between University Drive and Pine Island Road, south of SW 30 Street. Development at time of approval included the following, 160 townhouse units, 560 multi-family units, 280,000 square feet of office uses, 800,000 square feet of retail uses, 505 hotel rooms and a 36 hole golf course.

Subsequent amendments to Ordinance 87-72 occurred amending the DO's buildout date but please note according to Chapter 380.06(19)(e)2,F.S., a change to a DO which only involves an extension of the date of buildout is not considered a substantial deviation. As you may be aware, a substantial deviation is any proposed change to a previously approved development which creates a reasonable likelihood of additional impact, or any type of regional impact

created by the change not previously reviewed by the regional planning council.

The Ordinances amending said Ordinance include, Ordinance No. 87-8 which amended the DO from five (5) years to two (2) years (June 3, 1989); Ordinance No. 89-13 extended the DO from two (2) years to four (4) years (June 3, 1991); Ordinance 91-27 extended the DO from four (4) years to five (5) years (June 3, 1992); Ordinance 92-22 extended the duration of the DO to on or before May 15, 1994; and Ordinance No. 94-12 extended the duration of the DO to on or before May 15, 1995.

In 1995, Town Council approved Ordinance 95-2 which extended the duration of the DO until March 15, 2001 and modified the type of development to include 260 single family dwelling units. Again it is noted at the time of Council's approval it was found that the proposed changes did not create a reasonable likelihood of additional regional impact. Nor were these changes considered a substantial deviation because they did not constitute a change for 15% or more of the acreage of the development to a land use not previously approved in the Development Order.

## **DEVELOPMENT IMPACT**

Staff notes development within the DRI was not built according to the maximum levels approved in the original Development Order and as amended by Ordinance No. 95-2. Exhibit A of the proposed Section 380.032 (3) Agreement indicates 67,000 square feet of the approved 125,000 square feet was constructed while 64,432 square feet of the approved 175,000 commercial square footage was constructed. Of the approved 505 hotel rooms, 290 rooms were built and of the 889 residential units, 505 units have been built.

Regarding impacts associated with the development, it is noted all impacts e.g., schools, roadways have been mitigated. The remaining roadway improvement associated with the approval of Ordinance No. 95-12 concerns the installation of a traffic signal at the intersection of University Drive and Rolling Hills Boulevard. It is noted that Broward Anchor, a party to the agreement under review for the previous Agreement, has entered into an agreement with Nova Southeastern University and others to contribute towards the cost of said signal and median break. This improvement is has been constructed.

In regard to public hearings and public participation for the above referenced amendments, staff notes the adopting ordinance references that Town Council determined at the time that all legal requirements relative to publications for public hearing were satisfied. It is also noted that the South Florida Regional Planning Council (SFRPC) was a regional agency involved in the review of changes to the DRI's Development Orders. Please note according to state statute the SFRPC is not a required party to the agreement under review this evening.

Please be advised based on conversations with David Jordan, Deputy General Counsel for the Department of Community Affairs (DCA), staff notes that is not necessary for the Town to be a party to the proposed Section 380.032(3) Agreement if the applicant makes such a request. Mr. Jordan noted coordination between the applicant, local government and the DCA is encouraged but it is not unusual for the local government not to be a party to such an agreement.

Relative to the requested 219 townhouse units that are the subject of this agreement, staff advises the following -

Maximum levels of development of the approved DRI were not built;  
Development Order expired March 15, 2001;  
Mitigation, except for the noted traffic signal, required by the DO for regional impacts has been completed; and  
Existing development within the DRI, together with the proposed 219 townhomes, comprises less than 100% of the multi-use DRI threshold and pursuant to Section 380.06(2)(d)2.a., F.S, the development does not constitute a DRI.

In conclusion, the Rolling Hills DRI is an essentially "builtout" DRI and as such may request a Section 380.032(3) Agreement to permit the development of the proposed 219 townhomes without the necessity of additional DRI review.

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA: AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN FLORIDA GOLF MANAGEMENT, INC D/B/A GRANDE OAKS GOLF CLUB, A FLORIDA CORPORATION, AND THE DEPARTMENT OF COMMUNITY OF AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Town of Davie Commission Ordinance No. 87-72, as amended by Ordinance No. 87-8, as amended by Ordinance No. 89-13, as amended by Ordinance No. 91-27, as amended by Ordinance 91-27, as amended by Ordinance No. 92-22, as amended by Ordinance No. 94-12, as amended by Ordinance No. 95-2, the Town of Davie approved a development order for the Rolling Hills DRI providing for a certain development and conditions; and

WHEREAS, pursuant to Resolution No. R-2003-13, the Town approve on January 15, 2003, the Broward Anchor International Incorporated Section 380.032(3) Agreement, which authorized the development of up to 219 townhouses previously approved by the DRI without the necessity of undergoing additional DRI review; and

WHEREAS, the existing development within the former DRI, together with 219 townhomes previously authorized by Resolution No. R-2000-13, together with the proposed 10 single family units and 130 multi-family units essentially represent the practical build-out of the DRI due to the configuration of the developed commercial and office properties; and

WHEREAS, the developer desires to preserve the right to build up to 140 units upon the property previously approved for residential uses, and understands that, if, in the future, development of additional units is proposed, such development may be subject to additional DRI review.

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 does hereby authorize the Mayor and Town Administrator to enter an Agreement, attached hereto as Exhibit "A", between Florida Golf Management, Inc., d/b/a Grande Golf Club, a Florida Corporation and the Department of Community of Community Affairs.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

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

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

ATTACHMENT A



"Edwin Stacker"  
<EStacker@Akerman.  
com>

To: deborah\_ross@davie-fl.gov  
cc:  
Subject: Fwd: Re: Rolling Hills DRI

07/24/2003 12:35 PM

As we discussed, please see the attached email confirming that the Agreement which I am forwarding has been approved by DCA Staff. I look forward to working with you, and, enjoy your vacation !

Edwin J. Stacker, Esq.  
Akerman, Senterfitt & Eidson, P.A.  
Las Olas Centre II  
350 East Las Olas Blvd., Suite 1600  
Fort Lauderdale, Florida 33301  
Phone: (954) 463-2700 ext. 6956  
Fax: (954) 463-2224  
estacker@akerman.com

----- Message from Ken.Metcalf@dca.state.fl.us on Wed, 16 Jul 2003 10:35:37 -0400 -----

To: "Edwin Stacker"  
<EStacker@Akerman.com>

Subject Re: Rolling Hills DRI

:

Ed, sorry for the delay, I was out sick all of last week and just caught up. The changes to the agreement are consistent with our previous discussions. The agreement is acceptable to the Department. Please execute three originals with the Town and your client and mail the three originals to the Department for final signature. We will keep one original for our file and return the other two. If you have any questions, feel free to call.

Kenneth Metcalf, AICP  
Regional Planning Administrator  
Department of Community Affairs  
Division of Community Planning  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399  
(850) 922-1807  
ken.metcalf@dca.state.fl.us

"Edwin Stacker"  
<EStacker@Akerman  
.com>

To:  
cc:  
Subject: Rolling Hills DRI

07/11/2003 09:54  
AM

Ken, not trying to be a pest, but just wanted to follow up on our agreement; thanks !!

**FLORIDA GOLF MANAGEMENT, INC.  
§ 380.032(3) AGREEMENT**

**THIS AGREEMENT** is entered into between **FLORIDA GOLF MANAGEMENT, INC., d/b/a GRANDE OAKS GOLF CLUB ("Developer")**, a Florida corporation, the **TOWN OF DAVIE**, a municipal corporation ("Town"), and **THE DEPARTMENT OF COMMUNITY AFFAIRS**, an agency of the State of Florida ("DCA"), subject to all other governmental approvals and solely at the Developer's own risk.

**WHEREAS**, DCA is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, which includes provisions relating to development of regional impact ("DRI");

**WHEREAS**, DCA is authorized pursuant to Section 380.032(3), Florida Statutes, to enter into agreements necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes, and this Agreement meets the statutory standard;

**WHEREAS**, pursuant to Town of Davie Council Ordinance No. 87-72, as amended by Ordinance No. 87-80, as amended by Ordinance No. 89-13, as amended by Ordinance No. 91-27, as amended by Ordinance No. 92-22, as amended by Ordinance No. 94-12, as amended by Ordinance No. 95-2, the Town approved a development order for the Rolling Hills DRI providing for certain development and conditions (collectively referred to as the "DO");

**WHEREAS**, Ordinance No. 95-2 amended the DO to amend the Development Phasing Table and Development Program, to add certain developer requirements and to provide that the DO would be null and void if the project was not completed by March 15, 2001;

**WHEREAS**, no further ordinances amended the DO and, therefore, the DO expired on March 15, 2001;

**WHEREAS**, at the time of expiration of the DO the level of development within the Rolling Hills DRI was as reflected on Exhibit "A" attached hereto;

**WHEREAS**, the Annual Monitoring Report filed with DCA in March of 2001 ("Annual Report") indicated that all of the conditions of approval for the DRI required to have been completed given the level of development as of March 15, 2001, had been completed or complied with;

**WHEREAS**, the mitigation required by the DO for regional impacts resulting from the approved level of development has been completed, even though development never reached the approved level of development;

**WHEREAS**, pursuant to Resolution No. R-2003-13, the Town approved on January 15, 2003, the Broward Anchor International Incorporated § 380.032(3) Agreement, which authorized the development of up to 219 multi-family units previously approved by the DRI without the necessity of undergoing additional DRI review;

**WHEREAS**, Resolution No. R-2003-13 established that the developer of the proposed 215 unbuilt hotel units, as referenced in Exhibit A to Resolution R-2003-13, has no plans to develop the 215 hotel units and that development of such units may require further DRI review;

**WHEREAS**, the development order approved by Ordinance 95-2 authorized development of 125,000 square feet of office and 175,000 square feet of commercial, but only 67,000 square feet of office and 64,432 square feet of commercial floor space has actually been developed to date as shown on Exhibit A to this agreement;

**WHEREAS**, it is not feasible to develop the remaining unbuilt office and commercial floor space due to the configuration of the developed properties;

**WHEREAS**, the Developer is the fee simple owner of certain property within the DRI as reflected on Exhibit "B" attached hereto, which includes property approved for the development of ten (10) single family units and 130 multi-family units pursuant to the Development Program and Development Plan included within Ordinance No. 95-2;

**WHEREAS**, existing development within the former DRI, as reflected on Exhibit "A", together with the 219 townhomes previously authorized by Resolution No. R-2003-13, together with the proposed ten (10) single family units and 130 multi-family units essentially represent the practical build-out of the DRI due to the configuration of the developed commercial and office properties; and

**WHEREAS**, Developer desires to preserve the right to build up to 140 units upon the property previously approved for such residential uses, and understands that, if, in the future, development of additional units is proposed, such development may be subject to additional DRI review.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein the parties hereto agree as follows:

1. The representations set forth above are incorporated herein and are essential elements hereof.
2. The existing development within the former DRI, as reflected on Exhibit "A", together with the 219 townhomes previously authorized by Resolution No. R-2003-13 together with the proposed ten (10) single family units and 130 multi-family units represents the essentially built out configuration of the former DRI and comprises less than 100% of the multi-use DRI threshold. Accordingly, development of the 140 units as previously described will not result in additional regional development impacts not previously reviewed. Therefore, pursuant

to Section 380.06(15)(g)3., F.S., the Rolling Hills Development of Regional Impact is deemed essentially built out. Therefore, the Developer may undertake the development of up to ten (10) single family units and 130 multifamily units after the date of the execution of this agreement without the necessity of additional DRI review.

3. The Developer shall not claim vested rights, or assert equitable estoppel, arising from this Agreement. If additional DRI review is required in the future, this Agreement shall not entitle the Developer to a final development order approving such proposed development nor to particular conditions in a final development order.

4. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, the Department may terminate this Agreement or file suit to enforce the Agreement as provided in Section 380.06, Fla. Stat. (2002), or as likewise allowed by law.

5. This Agreement affects the rights and obligations of the parties under Chapter 380, Fla. Stat. (2002). It is not intended to determine or influence the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals which might be required by state law or local ordinance for any development authorized by this Agreement.

6. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. To ensure and provide that any successor in interest in and to any lands or parcels affected by this Agreement is bound by the terms of this Agreement, the Developer shall record this Agreement in the Official Records of Broward County, Florida, and shall provide the Department and the Town with a copy of the recorded Agreement including Book and Page number within two (2)

weeks of the date of the last execution of this Agreement. This recording information should be directed to Ken Metcalf, Department of Community Affairs, 2555 Shumark Oak Blvd., Tallahassee, Florida 32399-2100.

7. The parties further agree that this Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing, signed by the parties and recorded in the public records as provided in paragraph 6 above.

8. The date of execution of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

**IN WITNESS THEREOF**, the parties by and through their respective undersigned duly authorized representative have executed this Agreement on the dates and year below written.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2003.

Signed, sealed and delivered in the presence of these witnesses:

**FLORIDA GOLF MANAGEMENT, INC., d/b/a Grande Oaks Golf Club**

By: Florida Golf Management, Inc.  
d/b/a Grande Oaks Golf Club

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF FLORIDA     )  
                                  )     SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_ as \_\_\_\_\_ of Florida Golf Management, Inc. d/b/a Grande Oaks Golf Club, on behalf of said corporation. He/She personally appeared before me, in personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIES SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

**TOWN OF DAVIE**

WITNESSES:

\_\_\_\_\_

ATTEST:

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

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

By: \_\_\_\_\_  
Town Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 2003

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney

**THE DEPARTMENT OF COMMUNITY  
AFFAIRS**, an agency of the State of Florida

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  )        SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_ as \_\_\_\_\_ of THE DEPARTMENT OF COMMUNITY AFFAIRS, an agency of the State of Florida, \_\_\_\_\_. He/She personally appeared before me, is/are personally known to me or produced \_\_\_\_\_ as identification and [did] [did not] take an oath.

[NOTARIES SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### Rolling Hills DRI

Type of Use	Current Owner	Development Approved Pursuant to Ordinance 95-2	Existing Plus Proposed Development	% of DRI Thresholds
Residential		280 mf (existing at time of approval of DRI)	280 mf	
	Florida Golf Management, Inc.	10 sf (SF-2)	10 (proposed)	
		130 mf (MF-1)	130 (proposed)	
	Broward Anchor	250 sf (SF-1)	225	
		219 mf (MF-2)	219 (proposed)	
Total		889 residential units	864 residential units	28.8%
Office	RHO Properties	67,000 (existing at time of Ord. 95-2)	67,000	22.3%
		<u>58,000</u>	<u>0</u>	
		125,000	67,000	
Commercial	Walgreen's Wendy's SunTrust Quarterdeck Texaco Bennigan's Weston Road II Assoc. Ross Matz Associates	175,000	64,432	16.1%
Hotel	Affiliate of Broward Anchor	290 (existing at time of original DO)	290	82.8%
		<u>215</u>	<u>0</u>	
		505	290	
Total of multi-use thresholds <sup>1</sup>				150%

<sup>1</sup> 100% of the Multi-Use DRI threshold for three or more uses is 160%. Ch. 28-24.014, Florida Administrative Code.

{FT186263:1}

**EXHIBIT "B"**



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