

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers
FROM/PHONE: Mark A. Kutney, AICP, Development Services Director
PREPARED BY: M. Grace Hall
SUBJECT: Resolution
AFFECTED DISTRICT: District 2, Councilmember Lisa Hubert

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL (SFRPC) AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ADVANCE TO THE SFRPC FUNDING NEEDED TO CONDUCT A DESIGN CHARRETTE AND A MARKET STUDY AS COMPONENT TAKS OF THE STATE ROAD 7/U.S. 441 STRATEGICAL MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town of Davie has been asked to participate in planning efforts related to the State Road 7/US 441 Collaborative. The Collaborative is currently in the process of working with other collaborative members to conduct design charrettes and market studies along the entire corridor. By means of the attached Interlocal Agreement and resolution of support, the Town with assistance from the SFRPC and associated sub-contractual design consultants will be conducting a charrette the week of July 17 - 23, 2004.

Prior to that event taking place, Town staff will be working with these entities to form a steering committee. This steering committee will work to ensure a successful charrette endeavor and ample public input and participation as possible.

PREVIOUS ACTIONS: None

CONCURRENCES:

FISCAL IMPACT:

Has request been budgeted? no

If yes, expected cost: \$33,250.

Account Name:

Additional Comments: *NOTE: The SFRPC has advised that if they are successful in obtaining funding from the Florida Department of Transportation, the Town will not incur any costs, or greatly reduced costs.*

RECOMMENDATION(S):

Attachment(s):

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL (SFRPC) AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ADVANCE TO THE SFRPC FUNDING AS NEEDED TO CONDUCT A DESIGN CHARRETTE AND A MARKET STUDY AS COMPONENT TAKS OF THE STATE ROAD 7/U.S. 441 STRATEGICAL MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie pursuant to Resolution 2001-047 joined the State Road 7/U.S. 441 Collaborative; and

WHEREAS, one of the work activities of the State Road 7/U.S. 441 Collaborative is to conduct a design charrette and market study; and

WHEREAS, the Town of Davie Town Council believes it is in the Town's best interest to participate and create a development concept for the State Road 7/U.S. 441 Corridor, and which serves as the eastern boundary to the Town; and

WHEREAS, the State Road 7/U.S. 441 Corridor serves as the eastern border and provides the first visual image of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Town Administrator and staff to work in cooperation with the South Florida Regional Planning Council and all related entities in accordance with the Interlocal Agreement.

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

**STATE ROAD 7/U.S. 441 STRATEGIC MASTER PLAN
INTERLOCAL AGREEMENT**

THIS IS AN AGREEMENT made and entered into this ___ day of May 2004, by and between the parties, the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "SFRPC" and the Town of Davie, Tax ID #16-11-196811-54C, hereinafter referred to as "the Town of Davie".

WITNESSETH:

WHEREAS, the SFRPC and the Town of Davie are members of the State Road 7/U.S. 441 Collaborative; and

WHEREAS, the Town of Davie willingly entered into a State Road 7 Partnership Agreement with other jurisdictions along the State Road 7 Corridor to promote a unified and cooperative planning initiative to improve the economic and aesthetic conditions of the State Road 7 Corridor; and

WHEREAS, the SFRPC has entered into a Local Agency Agreement with the Florida Department of Transportation that will provide for the reimbursement of expenditures associated with the development of the State Road 7/U.S. 441 Strategic Master Plan and attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the SFRPC has been designated as the responsible entity to facilitate the development of a Strategic Master Plan for the State Road 7 Collaborative; and

WHEREAS, it is recognized that, because each member of the Collaborative has different interests, priorities, and responsibilities, individual agreements between the Council and the Collaborative members will be required to further the intent of this resolution; and,

WHEREAS, the South Florida Regional Planning Council and the Town of Davie wish to formalize a process that will enable the Town of Davie to receive, leverage and effectively appropriate federal, state, and other funds specifically earmarked for creating and implementing the Master Plan for the aesthetic and economic revitalization of the State Road 7/U.S. 441 corridor; and,

WHEREAS, the parties hereto have identified and agreed upon a Scope of Services to complete portions of work tasks outlined in the State Road 7/U.S. 441 Strategic Master Plan attached hereto and made a part hereof as Exhibit "B", including but not limited to:

- a) Entering into necessary agreements with the SFRPC to complete each applicable work task defined by the Scope of Work; and,
- b) Appropriation of staff resources necessary to complete each task including a charrette and community steering committee; and,
- c) Consideration of sponsoring the development of the Master Plan within it's jurisdiction; and,
- d) Consideration of a process of updating it's Comprehensive Plan, Future Land Use Map, or Agency Plan to implement the recommendations of the Master Plan; and
- e) Consideration of a process of updating it's Capital Improvement Element to implement the recommendations of the Master Plan; and
- f) Consideration of a process of updating it's land development regulations to implement the comprehensive plan and Master Plan; and
- g) Consideration of providing a proportionate share match and/or provide advance funds to complete the work tasks within it's jurisdiction.

NOW THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

ARTICLE I
COMPENSATION

1.1 The Town of Davie agrees to enter into this agreement with the SFRPC to coordinate the funding associated with the above referenced work tasks of the State Road 7/U.S. 441 Master Plan for conducting specific work tasks beneficial to the Town of Davie along the State Road 7/U.S. 441 Corridor and to consider the recommendations and outcomes of the specific work tasks.

1.2 The Town of Davie agrees to pay the SFRPC the amount of \$64,500 to complete the terms, conditions and provisions set forth in Exhibit "B".

1.3 The SFRPC shall invoice the Florida Department of Transportation in the amount of \$62,500 pursuant to this Agreement, and the terms, conditions and provisions set forth in Exhibit "B".

1.4 Upon receipt of reimbursement from the Florida Department of Transportation, the SFRPC shall reimburse the Town of Davie in the amount \$62,500 without interest or charges, as set forth in Exhibit "B".

ARTICLE II

TERMS AND CANCELLATION

2.1 This Agreement shall commence on the ____ day of _____, 2004 and shall terminate on the 30th day of _____, 2004 or until the SFRPC has reimbursed the Town of Davie in full.

2.2 It is anticipated that the parties shall fulfill their obligations under this Agreement by completing the Scope of Services by the termination date.

ARTICLE III

GENERAL PROVISIONS

3.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

3.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

3.3 This document shall be executed in at least three (3) counterparts each of which shall be deemed to be a duplicate original.

3.4 The Agreement is executed and is to be performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida.

3.5 In connection with any litigation arising out of this Agreement, including any administration, trial level, or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and paralegal costs.

3.6 If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

3.8 The parties to this agreement shall follow all applicable state and federal laws and regulations.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of each signature: the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, through its Executive Director, authorized to execute same by SFRPC action on the 8th day of September, 2003.

SFRPC:

ATTEST

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

CAROLYN A. DEKLE, _____
EXECUTIVE DIRECTOR DATE

Approved as to legal form:

BY:

SAMUEL S. GOREN, ESQ. _____
General Counsel to SFRPC DATE

JURISDICTION:

ATTEST

DATE

DIRECTOR

Exhibit "A"

The State Road 7/U.S. 441 Collaborative Strategic Master Plan

The State Road 7/U.S. 441 Strategic Master Plan is a series of interrelated tasks. Components of The State Road 7/U.S. 441 Strategic Master Plan are to be completed by the Council, Collaborative Communities, or qualified sub-consultant(s), in accordance with this Agreement, and Chapter 163, Part II, Florida Statutes.

Project Timeframe:

The project timeframe will commence as of October 1, 2003. It is anticipated that all tasks contemplated within the scope of this agreement shall be substantially complete no later than June 30, 2007.

Planning Elements:

Planning Task 1 - Corridor Profile/Cross-section

Meet with the FDOT and MPO to agree upon future State Road 7 roadway profile(s). At a minimum this profile will consider:

1. Available or planned ROW
2. Planned Express Bus Service
3. Planned Bus Rapid Transit Service
3. Future Modes of Transportation

Work with the Broward MPO to identify opportunities to amend the Transportation Improvement Plan (TIP), Unified Planning Work Program (UPWP), or Long-Range Transportation Plan (LRTP) to identify transportation improvements for the State Road 7 Corridor.

The Collaborative members will:

- a. Participate in the design session and provide input in order to determine future transportation options appropriate for the corridor.
- b. Update any Transportation Improvement Plans (TIP), Long Range Transportation Plans (LRTP), Transit Development Plans (TDP), or Transportation or Capital Facilities Elements to reflect the future transportation needs of the corridor.

Planning Task 2 - Design Charrettes

Conduct a series of design charrettes to create a corridor-wide vision. The design charrette will address at a minimum:

1. ROW
2. Bus Pullouts
3. Bus Shelters
4. Median Landscaping
5. Access Management
6. Signage
7. Land Development

Work in partnership with each corridor community to establish a preliminary schedule for the design charrettes and project scope.

Prepare draft inter-local agreement to each corridor community outlining detailed logistical needs to support a design charrette.

Provide technical and logistical support for design charrette workshops.

The Collaborative members will:

- a. Provide input necessary to schedule the design charrette series.
- b. Assist in identifying suitable locations to conduct each design charrette.
- c. Will assist in advertising and direct mailing.
- d. Consider entering into a separate inter-local agreement with the Council to confirm logistical support and provide advance funding to conduct the design charrette.

Planning Task 3 – Market Study

Conduct a corridor market study and integrate into the design process.

Planning Task 4 - Bus Shelter Design

Integrate a model Bus Shelter Design with a series of options that can be locally adopted as part of the design studio process.

The Collaborative Members will:

- a. Consider application to the Florida Department of Transportation’s Urban Transit Capital Grant program or other available funding sources to provide bus shelters within the corridor.

Planning Task 5 – Infrastructure Inventory & Needs Assessment

Prepare a comprehensive inventory of available physical infrastructure (water, wastewater, drainage) and provide an assessment of the capacity of identified systems.

As a component of each design charrette, a separate infrastructure needs assessment will be conducted to determine the amount of infrastructure needed to accommodate the proposed development plan.

Planning Task 6 – School Capacity Needs Analysis

Review and assess school capacity necessary to accommodate future projected populations and to identify necessary amendments to any local government inter-local agreements with the School Board.

The Collaborative Members will:

- a. Will participate in the review of school capacity needs.
- b. Will consider entering into any agreements with the School Board or developers to ensure that adequate school facilities are provided to accommodate future residents.

Planning Task 7 – Chapter 163 and Chapter 380, F.S. Certification

Upon successful completion of the *State Road 7 Strategic Master Plan* the Collaborative Members will consider submitting an application to the Florida Department of Community Affairs for local certification from Chapter 163 and Chapter 380 review.

Implementation Elements

Implementation Task 1 – Future Land Use Map Classification

Work in partnership with Broward County to submit an amendment to the County’s Comprehensive Plan to create a corridor-based Mixed-Use Future Land Use Map category that will support the State Road 7 Master Plan vision and related redevelopment activities.

Create a sub-committee of The State Road 7/U.S. 441 Collaborative to review and provide technical assistance to Broward County to address the development of a corridor-based Mixed-Use Future Land Use Map category.

Create a model amendment package that can be utilized by all corridor communities to amend their respective Comprehensive Plans to incorporate the new Mixed-Use category.

The Collaborative members will:

- a. Provide input into the development of the County’s new corridor-based Mixed-Use Future Land Use Map category through participation in the Future Land Use Map sub-committee.
- b. Within one year of the effective date of the County’s corridor-based Mixed-Use Land Use Map category, or as part of the jurisdiction’s scheduled Evaluation and Appraisal Report (EAR) process, schedule a public hearing to consider an amendment to local comprehensive plan to adopt the County’s newly created Mixed-Use Land Use Map category, where appropriate for each jurisdiction.

Implementation Task 2 – Trafficways Plan ROW Reservation Analysis

Review and provide technical assistance to Broward County, the Florida Department of Transportation, and the Broward Metropolitan Planning Organization to address the future right of way reservation designation on the Broward County Trafficways plan for right of way preservation.

The Collaborative members will:

- a. Provide input into the determination of future right of way reservation necessary to accommodate future transportation needs and promote local redevelopment goals.

Implementation Task 3 – Non-Profit Status

Evaluate, and provide recommendations for incorporating The State Road 7 Collaborative into a 501(c)3 Not For Profit agency for the purposes of facilitating grant funding and corridor-wide economic development initiatives.

The Collaborative members will:

- a. Provide input and consider the pros and cons (if any) of incorporating The State Road 7 Collaborative.

Implementation Task 4 – Model Land Development Regulation

Create a Model Land Development Code that can be used by each jurisdiction to implement the adopted recommendations of the design plan.

- a. Prepare a template land development regulation (LDR) that can be utilized by all corridor communities.
- b. Within three months of conceptual approval, assist each jurisdiction with identifying necessary adjustments to the template LDR to support each jurisdictions stated redevelopment goals.

The Collaborative members will:

- a. Provide input into the development of the template land development regulation.
- b. Schedule a public hearing to consider adopting the adjusted template land development regulation at the time the new Mixed-Use Future Land Use Map category is considered.

Implementation Task 5 - ROW Improvement Plan

The ROW Improvement Plan will be coordinated with both Transportation Enhancement Landscape Grants. The \$1,000,000 allocation will be used to implement the landscape plans approved in these documents.

Complete detailed scaled drawings to address public improvements within existing Right of Way. The drawings at a minimum will specifically identify the type, quantity, cost and location of the following types of public amenities:

1. Lamp Posts
8. Bus Pullouts
9. Bus Shelters
10. Curbs
11. Gutters
12. Public Telephones
13. Newspaper Racks
14. Litter Receptacles
9. Landscaping/Tree Grates/Guards
10. Bicycle Racks
11. Water Fountains
12. Benches

Implementation Task 6 - Maintenance Agreements

- a. Review and develop a Maintenance Agreement(s) to provide for the continued maintenance of right of way amenities, such as, bus shelters and landscaping.

The Collaborative members will:

- a. Will participate in the review of maintenance agreements and consider the adoption of such maintenance agreements that may be necessary for corridor improvements.

Implementation Task 7 - Redevelopment Strategy Tool Kit (Implementation Plan)

- a. Prepare a redevelopment strategy tool kit that will identify local strategies that can be implemented to promote redevelopment activities along the corridor (Implementation Plan).

Administration

Administration Task 1 - Local Agency Agreement

- a. Prepare Inter-local Agreement and Scope of Services for Steering Committee approval.
- b. Enter into the require Local Agency Agreement with the Florida Department of Transportation, District IV to encumber available Federal funds for the purpose of creating a Master Plan for State Road 7.
- c. Ensure that available funding is used for the express purpose of creating the Master Plan as detailed in this agreement.
- d. Provide a high level of technical assistance to all Collaborative members to ensure that the adopted workplan and schedule is maintained.
- e. Provide periodic updates of the status of the Master Plan and recommend adjustments, as needed, to maintain the effectiveness of the work plan.

The Collaborative members will:

- a. To the extent feasible, advance fund or provide necessary match or staff resources necessary to complete portions of the Master Plan conducted specifically with its jurisdiction.
- b. Strive to maintain the timeframes established within this Scope of Services.
- c. Ensure local participation at scheduled meetings of the Collaborative.
- d. Participate in activities of the Master Plan to foster greater intergovernmental coordination and dialogue.
- e. Assist Collaborative members in achieving goals set forth in this Scope of Services.

Administration Task 2 - Annual Newsletter/Webpage

- a. Prepare an annual newsletter or brochure that highlights the accomplishments of the Collaborative.
- b. Maintain a webpage to highlight and promote information related to work of the State Road 7 Collaborative.

The Collaborative Communities will:

- a. Assist with reproduction costs associated with the printing of the annual brochure.

Administration Task 3 - Additional Grant Funding

- a. Continue to seek additional resources to facilitate the implementation of the Master Plan

The Collaborative jurisdictions will:

- a. Assist with the identification of available grant sources.
- b. Continue to provide letters of support for available grants to the Collaborative.
- c. Apply for grant resources that will assist in implementing local redevelopment activities.

Administration Task 4 - Facilitation & Contract Management

- a. Maintain all accounting records and quarterly reports as required by the funding agencies.
- b. Enter into all necessary sub-contracts to complete the assigned tasks
- c. Facilitate scheduled meetings of The State Road 7 Collaborative Steering Committee and sub-committees.
- d. Ensure that all project deliverables are completed in a timely manner.

The State Road 7/U.S. 441 Collaborative

Steering Committee Calendar

2003-2006

<u>Date</u>	<u>Time</u>	<u>Location</u>
Thursday, October 9, 2003	2:00 - 4:00 p.m.	Margate
Thursday, January 15, 2004	2:00 - 4:00 p.m.	Hollywood
Thursday, April 22, 2004	2:00 - 4:00 p.m.	Davie
Thursday, July 15, 2004	2:00 - 4:00 p.m.	Miramar
Thursday, October 21, 2004	2:00 - 4:00 p.m.	TBA
Thursday, January 13, 2005	2:00 - 4:00 p.m.	TBA
Thursday, April 21, 2005	2:00 - 4:00 p.m.	TBA
Thursday, July 14, 2005	2:00 - 4:00 p.m.	TBA
Thursday, October 20, 2005	2:00 - 4:00 p.m.	TBA
Thursday, January 12, 2006	2:00 - 4:00 p.m.	TBA
Thursday, April 20, 2006	2:00 - 4:00 p.m.	TBA
Thursday, July 13, 2006	2:00 - 4:00 p.m.	TBA
Thursday, October 19, 2006	2:00 - 4:00 p.m.	TBA
Thursday, January 11, 2007	2:00 - 4:00 p.m.	TBA
Thursday, April 19, 2007	2:00 - 4:00 p.m.	TBA
Thursday, June 11, 2007	2:00 - 4:00 p.m.	TBA

The State Road 7/U.S. 441 Collaborative

Design Charrette Schedule

As of April 22, 2004

<u>Date</u>	<u>Segment</u>
1. Saturday, October 4, 2003 – Friday, October 10, 2003	Margate
2. Saturday, March 6, 2004 – Friday, March 12, 2004	Lauderhill
3. Saturday, July 17, 2004 – Friday July 23, 2004	Davie/Hollywood
4. Saturday, September 18, 2004 – Friday, September 24, 2004	Hollywood
5. Saturday, December 4, 2004 – Friday, December 10, 2004	Miramar/Broward
6. Saturday, February 5, 2005 – Friday February 11, 2005	Plantation/Ft. Laud
7. Saturday, May 27, 2005 – Friday, June 3, 2005	Springs/Creek/Park
8. Saturday, October 28, 2005 – Friday, November 5, 2005	N. Laud/Tamarac

Exhibit "B"

Draft Scope of Services

1. This Scope of Services is an agreement between the South Florida Regional Planning Council (SFRPC) and the Town to advance fund the following services related to the implementation of the following component tasks included in the *State Road 7/U.S. 441 Strategic Master Plan* (Exhibit "A")
 - Planning Task 2: Design Charrettes (Not to exceed \$62,500)
 - Planning Task 3: Market Study/Urban Land Institute Panel (\$2,000)
2. Upon execution of this agreement, the Town of Davie shall submit \$2,000 to the SFRPC for the purposes of coordinating a future market study/Urban Land Institute Panel for the entire corridor.
3. Within 30 days of the scheduled design charrette for each jurisdiction, the Town of Davie shall submit \$31,250 to the SFRPC for the purposes of coordinating and facilitating the development of:
 - a charrette master plan for the State Road 7 Corridor in the Town of Davie
4. By June 1, 2004, or as soon as practical, the SFRPC shall coordinate with Town of Davie to secure a mutually agreeable date in which to conduct a seven-day design charrette for portions of Davie along the State Road 7/U.S. 441 Corridor, utilizing the available charrette dates are included in Exhibit "C" and the charrette segment map included in Exhibit "D".
5. Upon agreement of the charrette date, the Town of Davie shall prepare a public notice of the charrette schedule and submit a copy of the public notice to the SFRPC. Upon receipt, the SFRPC shall assist the Town of Davie with preparing a charrette timeline, securing a suitable meeting space for the public design charrette and design studio, and assisting with developing a charrette public outreach strategy, including a community steering committee. In addition, it will be the fiscal responsibility of the host charrette jurisdiction(s) for any cost associated with meeting spaces, refreshments, public safety, and public notice. At all presentations, the participating jurisdiction(s) shall provide an appropriate auditorium with the required audio (sound system) and visual (8' x 8' screen) equipment.
6. Upon agreement of the charrette date the SFRPC will coordinate with charrette consultant to provide the following services:
 - a. Assist the Town of Davie and adjacent jurisdictions with defining the study area to create a conceptual master plan for the area during a seven-day charrette.
 - b. Prepare a fully detailed base map and relevant plans and reports; conduct one initial client meeting to discuss the charrette; and commence preliminary logistical planning and interviews.
 - c. Assemble a 10 to 12 person design team. Make a kick-off presentation to the Town of Davie and citizens; conduct a design workshop in an appropriate format to reveal design issues and generate design ideas.
 - d. Create, refine, and illustrate an overall master plan for the study area as well as a conceptual plan for each project within the study area, with one or more explanatory sketches and diagrams, as appropriate.
 - f. Present work in progress to the Town of Davie and residents.
 - g. Provide a final written document (3 copies only) on paper, as appropriate, and a digital copy of such documents in an appropriate format (such as pdf).

- h. Provide graphic documents, including drawings, diagrams, maps, perspective renderings, or other comparable materials (3 copies only) on paper, as appropriate, and in a digital format suitable for reproduction.
 - i. Provide copies of all PowerPoint presentations used for this project.
- 7. Upon completion of the seven-day charrette the Town of Davie shall submit \$31,250 to the SFRPC.
- 8. Upon submittal of the draft final charrette report the Town of Davie will schedule the charrette report to be considered at a meeting of the Town of Davie Council for discussion and conceptual approval. Upon conceptual approval, Town of Davie will be responsible for coordinating any necessary updates to the Town's Comprehensive Plan and Capital Facilities Element and/or additional areas of coordination needed for plan implementation.
- 9. Upon receipt of the public notice described in paragraph 5 above, the SFRPC shall submit a reimbursement request to the Florida Department of Transportation. Upon receipt of the reimbursement funds from the Florida Department of Transportation, the SFRPC shall repay the Town of Davie \$31,250.
- 10. Upon receipt of the draft final charrette report described in paragraph 10 above, the SFRPC shall submit a reimbursement request to the Florida Department of Transportation. Upon receipt of the reimbursement funds from the Florida Department of Transportation, the SFRPC shall repay the Town of Davie \$31,250.

**Payment Schedule
(Davie)**

Target Date:	Deliverable	Scope Number	Funding Amount
June 1, 2004	ULI Contract	2	\$2,000
June 17, 2004	Schedule Charrette	3	\$31,250
July 23, 2004	Complete Charrette	7	\$31,250
Total			\$64,500

**Repayment Schedule
(SFRPC)**

Target Date:	Deliverable	Scope Number	Funding Amount
August 30, 2004	Public Notice	9	\$31,250
September 30, 2004	Draft Report	10	\$31,250
Total			\$62,500

RESOLUTION 03-02

A RESOLUTION BY THE STEERING COMMITTEE OF THE STATE ROAD 7/U.S. 441 COLLABORATIVE, AUTHORIZING THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL TO ACT AS FISCAL AGENT FOR THE COLLABORATIVE AND TO ENTER INTER LOCAL AGREEMENTS WITH COLLABORATIVE MEMBERS TO IMPLEMENT A SCOPE OF WORK TO CREATE THE STATE ROAD 7/U.S. 441 STRATEGIC MASTER PLAN (MASTER PLAN).

Whereas, the Steering Committee of the Collaborative has expressed its desire to create an area-wide comprehensive and functional Master Plan to guide future redevelopment activities along the State Road 7/U.S. 441 Corridor in Broward County; and,

Whereas, the Steering Committee members wish to collaborate with other area local governments to address current land use, transportation, economic and aesthetic issues along the State Road 7/U.S. 441 Corridor and increase intergovernmental cooperation; and,

Whereas, the South Florida Regional Planning Council, in partnership with the Broward County Metropolitan Planning Organization, submitted federal funding requests on behalf of the Collaborative for the creation of the Master Plan; and,

Whereas, the Federal Highway Administration has notified the Florida Department of Transportation, District IV of its intent to provide funds for the creation of the Master Plan; and,

Whereas, the Steering Committee members have passed a resolution authorizing the South Florida Regional Planning Council to enter into a Local Agency Agreement with the Florida Department of Transportation, District IV, to encumber available federal funds to create the Master Plan; and,

Whereas, on August 7, 2003, the Steering Committee members acknowledged conceptual support for the draft Scope of Work; and,

Whereas, the Steering Committee members seek the Council's assistance to provide fiscal and administrative oversight necessary to facilitate the orderly development and completion of the Master Plan; and,

Whereas, the Steering Committee of the Collaborative and the South Florida Regional Planning Council wish to formalize a process that will enable the Collaborative to receive, leverage and effectively appropriate federal, state, and other funds specifically earmarked for creating and implementing the Master Plan for the aesthetic and economic revitalization of the State Road 7/U.S. 441 corridor; and,

Whereas, it is recognized that, because each member of the Collaborative has different interests, priorities, and responsibilities, individual agreements between the Council and the Collaborative members will be required to further the intent of this resolution; and,

Whereas, the Council agrees to facilitate this Initiative of the Collaborative and to coordinate the provision of services to complete the agreed to Scope of Work (Attachment A); and,

Whereas, the Council agrees to facilitate this Master Plan initiative of the Collaborative and to coordinate the provision of services to complete the approved conceptual Scope of Work . (Attachment A).

Now, Therefore, be it RESOLVED by the Steering Committee of the Collaborative, as follows:

1. The Council will be responsible to securing all certifications and agreements necessary to comply with the applicable standards of the funding authority; and
2. The Council will be responsible for all fiscal, auditing and monitoring responsibilities required by the funding agencies; and

3. The Council agrees to provide the Collaborative with staff and technical assistance in completing the Master Plan; and

4. The Council and each Collaborative Member will be responsible for entering into individual agreements which will further the intent of this Resolution and the Scope of Work, and which will contain provisions to address, without limitation, the following:

a) Each Collaborative member will consider appropriating the staff resources and entering into the necessary agreements with the Council to complete each applicable work task defined by the Scope of Work; and

b) Each Collaborative jurisdiction will consider a process of sponsoring the development of the Master Plan within it's jurisdiction; and

c) Each Collaborative member jurisdiction will consider a process of updating it's Comprehensive Plan, Future Land Use Map, or Agency Plan to implement the recommendations of the Master Plan; and

d) Each Collaborative jurisdiction will consider a process of updating it's Capital Improvement Element to implement the recommendations of the Master Plan; and

e) Each Collaborative jurisdiction will consider a process of updating it's land development regulations to implement the comprehensive plan and Master Plan; and

f) Each Collaborative member will consider providing a proportionate share match and/or provide advance funds to complete the work tasks within it's jurisdiction.

6. The South Florida Regional Planning Council, is hereby authorized to make, execute, and deliver the necessary certifications and/or agreements to facilitate the development of the State Road 7/U.S. 441 Master Plan, and implement the Scope of Work.

APPROVED ON this 11th day of September, 2003

Leanna "Lee" Mirsky, Chair
The State Road 7/U.S. 441 Collaborative

Exhibit "C"

State Road 7/U.S. 441 Strategic Master Plan Charrette Schedule

<u>Date</u>	<u>Segment</u>
1. Saturday, October 3, 2003 – Friday, October 10, 2003	Margate
2. Saturday, March 6, 2004 – Friday, March 12, 2004	Lauderhill
<u>3. Saturday, July 17, 2004 – Friday July 23, 2004</u>	<u>Davie/Hollywood</u>
4. Saturday, September 4, 2004 – Friday, September 10, 2004	Hollywood
5. Saturday, December 4, 2004 – Friday, December 10, 2004	Miramar/Broward
6. Saturday, February 5, 2005 – Friday February 11, 2005	Plantation/Ft. Laud
7. Saturday, May 27, 2005 – Friday, June 3, 2005	Springs/Creek/Park
8. Saturday, October 28, 2005 – Friday, November 5, 2005	N. Laud/Tamarac

Exhibit "D"

