

## Executive Summary

### **Installation of Required Improvements Agreement between The School Board of Broward County, Florida and the Broward County Board of County Commissioners**

The Wedge Area is a triangular parcel of land that was annexed into Broward County from Palm Beach County in 2009. The total area is approximately 2,612 gross acres, consisting of approximately 2,333 acres that allows residential development. The majority of land (approximately 2000+/- acres) in the Wedge Area would eventually be located within the jurisdictional boundaries of the City of Parkland.

For background purposes, the Agreement between the City of Parkland and the Amerigo Bruschi Family Limited Partnership, a Florida Limited Partnership, and Dale Alan Bruschi and Dean Curtis Bruschi (Annexation Agreement) and with obligations and ownership of the parcels of land owned by the Bruschi Family later transferred to Standard Pacific of Florida (Standard Pacific), required the Bruschi Family to dedicate up to a 12 acre elementary school site to The School Board of Broward County, Florida (SBBC) to mitigate the student impact anticipated from residential development proposed on the Bruschi property. The Annexation Agreement required the SBBC and the City to jointly identify the location of the elementary school site on the property prior to any Land Use Plan Amendments (LUPA) or rezoning(s) of the property. School District and City staff in collaboration with representative(s) of the Bruschi Family jointly fulfilled this requirement on behalf of the SBBC and the City. However, due to site constraints, the elementary school site was not located on the Bruschi Family property, but via consensus amongst District staff, City staff, the Bruschi Family, and Triple H Ranch Property, Ltd. (Triple H), the elementary school site was located on lands owned by Triple H.

The dedicated elementary school site conveyed to the SBBC was an 8.75+/- net acre school site rather than the 12 acre elementary school site. The primary reason was due to the North Springs Improvement District (NSID) requirements, which mandates that construction on all undeveloped land in the Wedge Area shall be constructed with a minimum of eighteen (18%) percent lake or water retention area. But to account for the decreased acreage, the School Site Dedication and Impact Fee Agreement (Dedication Agreement) which enabled the dedication of the site to the SBBC stipulated that the water retention requirements for the site would be addressed in the Triple H property, whereby water run-off from the school site would be channeled into adjacent Triple H land.

Also, the First Amendment to Agreement between the City of Parkland, Triple H Ranch Property Ltd. and the Debuys Property Investment Group, Ltd. (Triple H and Debuys) (Annexation Agreement) required Triple H and Debuys to dedicate a 15-20 acre middle school site to the SBBC to mitigate the student impact anticipated from the residential developments proposed on the Triple H and Debuys land. The Annexation Agreement required the City and the SBBC to jointly determine and identify the location of the middle school site prior to any proposed LUPA or rezoning(s) on the properties. School District and City staff in collaboration with representative(s) of the property owners jointly fulfilled this requirement. The dedicated middle school site conveyed to the SBBC was an approximate 17.16+/- net acres as opposed to the maximum 20 acres called for in the Annexation Agreement; again due to the NSID requirements. Also as with the elementary school site, the Dedication Agreement stipulated that the water retention requirements for the middle school site would be addressed in the Triple H property, whereby water run-off from the school site would be channeled into adjacent Triple H land.

As articulated in the related Agenda Request Form for this item, provisions in the Broward County Land development Code (BCLDC) requires that the plat where the school sites are located must be recorded. Additionally as a prerequisite to the recordation, the BCLDC requires the owner of record of the school sites to delineate in the Installation of Required Improvements Agreement ("Agreement"), the SBBC's obligations as they relate to the traffic improvements required for the functioning of the future school(s) sites prior to the construction and operation of the school(s).

To address these requirements, District staff from the Office of Facilities & Construction (OFC), the Facility Planning & Real Estate (FP&RE) Department, and the Office of the General Counsel worked collaboratively with Triple H Ranch Property, Ltd. (Triple H) and Broward County staff to delineate the SBBC's obligations as they relate to the traffic improvements required for the school sites. Most specifically, the OFC worked with Triple H and Broward County staff to generate the estimated cost for the traffic improvements, and in the future when the construction of school(s) are warranted and undertaken in the Wedge Area, the OFC will take the lead to ensure that the obligations codified in the Agreement are fulfilled on behalf of the SBBC. It should be noted that upon the SBBC's formal action on the Agreement, the Agreement will be transmitted to Broward County and scheduled for formal action by the Broward County Commission.