

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 14-04-010M
COMMUNITY DEVELOPMENT DEPARTMENT

TO:	Michael C. Cernech, City Manager	DATE:	June 11, 2014
FROM:	Maxine Calloway, Director of Community Development	RE:	Woodmont – Development Agreement
		CASE#:	6-MI-13
		TEMP. ORD. NO.:	2300
		MF#:	13-76

RECOMMENDATION: The Director of Community Development recommends that the City Commission open a Public Hearing regarding the Woodmont development agreement in order to solicit input regarding same. It is further recommended that the City Commission approve the Development Agreement at the first of two public hearings.

ISSUE: Section 162.3220 through 163.3223, Florida Statutes provides for local governments to enter into development agreements in order to set forth the procedures, rights and obligations of the parties with regard to the development of the property consistent with the Comprehensive Plan and the Code of Ordinances and to detail the requirements and commitments for developing the property. As such, Woodmont Country Club has submitted the attached development agreement for approval by the City Commission.

BACKGROUND: The development agreement ensures the performance of parties subject to the agreement. Agents for the applicant have been working diligently with staff regarding this agreement. The terms and conditions of the agreement include the following commitments:

- Agreement to execute and record the Consolidated Covenant in order to restrict that portion of the Woodmont property for 99 years for the use of 27 holes of golf, with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, driving range, putting greens, cart barn, maintenance shed and all other uses incidental thereto. During such 99 year period, Developer, its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes.
- Developer shall coordinate and bear the cost of all improvements and upgrades for the additional 9-hole golf course, to be incorporated into the Golf Course Parcel from the former Pines Golf Course, and ensure that it will operate and be maintained under excellent playing conditions consistent with the maintenance standards included as Exhibit "H" to the agreement.

Specifically, Developer hereby agrees that, at a minimum, course improvements for the additional 9 holes shall include new greens, updated sand traps, new practice areas, new maintenance areas, new mature tree planting program, relocation of certain tee boxes, new coquina waste areas and cart paths consistent with the improvement standards included as Exhibit "G" to the agreement. Developer voluntarily covenants and agrees to spend no less than \$4,448,000 as the minimum improvement and maintenance contribution over a 5 year period.

- Developer shall construct a new clubhouse on the Property ranging in size from 12,000 square feet to 14,000 square feet which will include, but is not limited to: locker rooms; restaurant with indoor and outdoor seating; banquet/conference facilities; golf and tennis pro shop; administrative offices and areas; storage facilities and other ancillary uses to the main clubhouse facility. The new clubhouse will be built to have a seating capacity of 150 to 200 seats. The New Clubhouse will also include an additional approximate 4,000 to 6,000 square foot cart storage area that will either be constructed as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse.
- Developer shall commence construction of the New Clubhouse prior to issuance of the 25th building permit for construction of a residential unit. Upon commencement of the New Clubhouse the City agrees to issue fifty additional building permits for construction of residential units upon the Residential Parcels. The New Clubhouse shall be substantially completed no later than 18 months from approval of the Applications by the City Commission, at which time all remaining residential building permits will be issued by the City.
- Prior to issuance of the first building permit for construction of the first residential unit on the Property, Developer shall place \$150,000 into the City's escrow account to be used for a street improvement study and any recommended improvements to the roadway system related to the development of new homes within Woodmont.
- The Developer shall comply with the Parks and Recreation Open Space requirement in accordance with Section 10-296 of the City's Code of Ordinances.
- Developer shall pay all costs associated with the construction of the "Southgate Boulevard Buffer Wall" and related perimeter landscaping improvements consistent with the City's adopted Major Corridor Study.
- Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such improvement shall, at a minimum, include a 25' landscape buffer or water body with a minimum width of 70 feet, a 6 foot high wall and landscaping improvements on the east side of the wall facing the existing residential areas. All improvements made pursuant to this section shall comply with the City's Code of Ordinances.

- The proposed commercial parcel (Parcel “D”) will be limited to 28,000 square feet of commercial retail use consistent with the uses allowed in the City’s B-2 zoning district with the exception of gas stations, which shall be prohibited.
- Developer agrees to contribute \$750 per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels to meet the City’s affordable housing objectives.
- Prior to issuance of the first certificate of occupancy for a residential unit, Developer shall contribute \$75,000 toward the City’s efforts to improve the existing entrances to the Woodmont community through repair or replacement of signage, professional landscaping and lighting, in accordance with the City’s residential signage program. Developer also agrees to construct a new entrance sign and attractive landscaping in a first class manner for the property generally located on the southeast corner of Pine Island Road and Southgate Boulevard, which is owned by Developer.
- All homes to be built on the Residential Parcels shall be a minimum of 2,400 gross square feet and sold for no less than \$299,999.00, and built in accordance with the applicable homebuilder’s “Green” building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star.
- Construction of the residential units will be completed within 6 years of the issuance of the first permit for a residential unit with an option to extend for this agreement as long as a written request is made prior to the expiration of the 6 year period.

In 2013, the City retained the services of Kipp Schulties Golf Design, Inc. (Consultant) to evaluate the plans provided by the Developer relative to the proposed 27 hole integrated golf course within the Woodmont Residential Community to determine the impact of the proposed development upon the existing and proposed golf course. Specifically, the Consultant looked at the integrity of the proposed re-established golf component of the Pines Golf Course to determine whether it would be in harmony with the existing Cypress Course. The Consultant’s analysis was done using established industry standard and measurements at a time when Woodmont would have been originally measured.

The Consultant issued a report which in summary, finds the method being proposed by the Applicant to restore the Pines Golf Course to be feasible. In addition, The Consultant identified areas of conflict with the course and the proposed development that staff will require the Applicant to address during Major Site Plan review. Although several of the Consultant’s recommendations will be incorporated into the Developer’s Site Plan during the Major Site Plan review process, staff will also require the Applicant to submit professionally prepared renderings and site plans done by a golf course design or land planning professional at the Major Site Plan review stage. In addition, the Consultant provided comparable maintenance expenses for courses maintained at a cost per hole similar to what’s being proposed for the re-established golf course.

CONCLUSION: Permanent closure of the northern 18-hole golf course in Woodmont has negatively impacted the neighborhood. Staff has received numerous complaints regarding golf course maintenance, individuals trespassing and wildlife on the course. It is in keeping with the Goals, Objectives and Policies of the Comprehensive Plan that the City of Tamarac support long term alternatives to neighborhood decline. The Development Agreement for Woodmont is necessary in order to ensure that development proceeds in an orderly manner. Improvements subject to the development agreement are intended to support and enhance the viability of the neighborhood.



Maxine Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2300
Development Agreement (with Exhibit Attachments)
Kipp Schulties Golf Design Summary Report (City Consultant)

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