

ORDINANCE NO. 2018-002

AN ORDINANCE ESTABLISHING MCJUNKIN AT PARKLAND COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES; PROVIDING FOR THE NAME OF THE COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR SCOPE OF POWERS AND TERM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA:

SECTION 1. AUTHORITY FOR THIS ORDINANCE. The City of Parkland, Florida (the "City") is authorized to enact this ordinance under the authority granted by the provisions of the City Charter of the City, Chapter 166, Florida Statutes, Chapter 190, Florida Statutes (the "Act") and other applicable provisions of law.

SECTION 2. FINDINGS.

A. NVR, Inc., a Virginia corporation ("Petitioner"), with the joinder and consent of WSFM1 LLC, the owner of 100% of approximately 151.5210 acres of real property (the "Property") within the jurisdictional boundaries of the City of Parkland, Florida (the "City"), has submitted a petition (the "Petition") to the City Commission of the City of Parkland (the "City Commission") to establish a community development district to be known as "MCJUNKIN AT PARKLAND COMMUNITY DEVELOPMENT DISTRICT" (the "District") as a reasonable and appropriate method of providing the public infrastructure and related facilities and services needed to serve the Property. The boundaries of the District are coterminous with the boundaries of the Property and no real property within the boundaries of the District will be excluded from the District.

B. The City Commission has conducted a public hearing on the Petition in accordance with the requirements of Section 190.005(1)(d) and has considered the record of the public hearing and the factors set forth in Section 190.005(1)(e) of the Act, among other factors, and hereby finds that:

1. All statements in the Petition have been found to be true and correct.
2. The establishment of the District is not inconsistent with any applicable elements or portion of the State of Florida's comprehensive plan or of the effective local government comprehensive plan.

3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. The area that will be served by the District is amenable to separate special district government.

C. The City Commission now desires to grant the Petition and to establish the District, subject to the terms and conditions as more fully set forth herein.

SECTION 3. ESTABLISHMENT OF DISTRICT; NAME. The City Commission hereby grants the Petition and establishes the District as a community development district within the meaning of the Act and as an independent special district within the meaning of Chapter 189, Florida Statutes. The name of the District shall be the "McJunkin at Parkland Community Development District."

SECTION 4. EXTERNAL BOUNDARIES. The external boundaries of the District shall be as set forth on Exhibit A hereto.

SECTION 5. INITIAL MEMBERS OF BOARD OF SUPERVISORS. The five persons to be the initial members of the Board of Supervisors of the District, each of whom is designated in the Petition, are as follows:

Michael DeBock
Robert Smithwick
Kingsley Greene
Keith Tomlison
Tom Ridley

SECTION 6. SCOPE OF POWERS; TERM. The powers of the District shall be limited to financing, refinancing, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for (1) roadway, sidewalk and traffic improvements; (2) earth work; (3) drainage and related facilities, and (4) water and sewer facilities, and the administrative functions directly connected with such actions and necessary to conduct business in accordance with the Act, or as otherwise limited by the Interlocal Agreement between the City of Parkland and the District. The final maturity of any and all bonds issued by the District shall be not later than the earlier to occur of (i) the date approximately 30 years from the date of issuance of the first series of bonds financing the District public improvements, or

(ii) January 1, 2050. Promptly following such time as all bonds for the District have reached their final maturity, the District's Board of Supervisors shall take the actions necessary to dissolve the District in accordance with the Act and applicable law and shall diligently proceed to dissolve the District.

SECTION 7. SEVERABILITY; EFFECTIVE DATE. If any word, phrase, clause, sentence of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance. This Ordinance shall only become effective if the City receives written and signed notice from the Petitioner for the District, on or before January 1, 2019, that the District desires for this Ordinance establishing the District to become effective, in which case the establishment of the District shall be deemed to commence on the date of receipt of such notice as verified by the City Clerk. Notwithstanding the foregoing, the District shall have no authority to impose any assessments or incur or issue any debt unless and until the City receives a properly executed Interlocal Agreement, in substantially the form attached as Exhibit "B". ~~This Ordinance shall be in full force and effect immediately upon its passage and adoption.~~

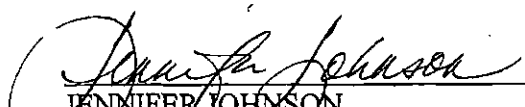
PASSED AND ADOPTED ON FIRST READING THIS 31st DAY OF January, 2018.

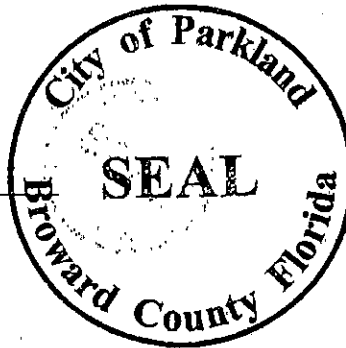
PASSED AND ADOPTED ON SECOND READING THIS 7th DAY OF March, 2018.

CITY OF PARKLAND


CHRISTINE HUNSCHOFSKY
MAYOR

ATTEST:


JENNIFER JOHNSON
CITY CLERK



RECORD OF COMMISSION VOTE
Mayor Hunschofsky No
Vice Mayor Kagan Yes
Commissioner Cutler Yes
Commissioner Mayersohn Yes
Commissioner Solomon No

EXHIBIT A

EXTERNAL BOUNDARIES OF DISTRICT

LEGAL DESCRIPTION

A parcel of land in the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of Section 26, Township 47 East, Range 41 West and including all of Tracts 5, 6, 10, 11, and 12 and portions of Tracts 7, 8, 9 of Section 35, Township 47 East, Range 41 East according to the plat of "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2", as recorded in Plat Book 1 at page 102 of the Public Records of Palm Beach County, Florida, together with the portion of platted right-of-way lying and adjacent to said Tracts, being more particularly described with bearings based on a grid bearing of N 89°40'19" E being the north line of the northwest quarter (NW 1/4) said Section 35, as follows:

BEGINNING at the northwest corner of Tract "I", PARKLAND LAKES P.U.D., as recorded in Plat Book 102 at page 44 of the Public Records of Broward County, Florida, said corner lying on the southerly right-of-way line of Lox Road, run N 72°00'32" W along said southerly right-of-way line a distance of 580.66 feet to the northeast corner of a parcel of land described in Official Records Book 32904-1535, Broward County Records;

thence run S 01°16'01" E along the easterly line of said parcel a distance of 171.80 feet to the southeast corner of said parcel;

thence run S 88°43'59" W along the southerly line of said parcel a distance of 215.00 feet to the southwest corner of said parcel;

thence run N 01°16'01" W along the westerly line of said parcel a distance of 246.92 feet to the northwest corner of said parcel, said corner lying on the southerly right-of-way of Lox Road;

thence run N 72°00'32" W along said southerly right-of-way line a distance of 1566.10 feet to the northeast corner of a right-of-way parcel described in Right-of-Way Deed 2301-1337, Palm Beach County Records;

thence run S 01°18'52" E along the easterly line of said right-of-way parcel a distance of 127.15 feet to the southeast corner of said right-of-way parcel and to an intersection with a line 120.00 feet south of and parallel with the southerly right-of-way of Lox Road;

thence run N 72°00'32" W along the south line of said right-of-way parcel a distance of 315.15 feet to an intersection with the westerly line of the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of said Section 26;

thence run S 01°18'52" E along said westerly line a distance of 214.93 feet to the southwest corner of the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of said Section 26, said corner also being the northwest corner of the east half (E 1/2) of the northwest quarter (NW 1/4) of Section 35;

thence run S 01°16'33" E along the westerly line of the east half (E 1/2) of the northwest quarter (NW 1/4) of said Section 35 a distance of 2641.32 feet to an intersection with the south line of the north half (N 1/2) of said Section 35, also being a corner of the plat of said PARKLAND LAKES P.U.D.;


thence run N 89°40'58" E along the southerly line of the north half (N 1/2) of said Section 35, also being a boundary line of said plat, a distance of 2638.82 feet to an intersection with the easterly line of the east half (E 1/2) of the northeast quarter (NE 1/4) of said Section 35, also being a corner of said plat;

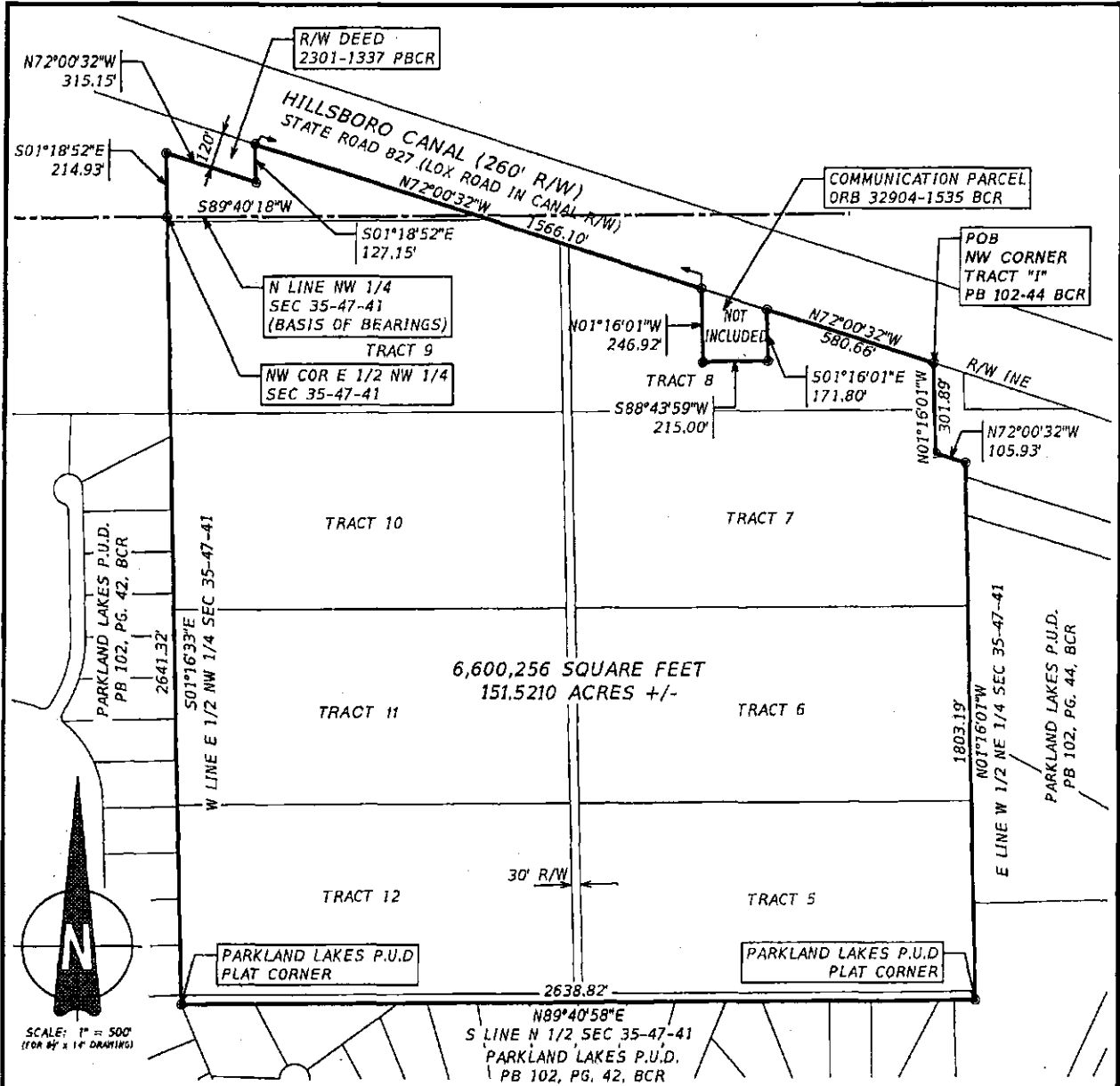
thence run N 01°16'01" W along the easterly line of the west half (W 1/2) of the northeast quarter (NE 1/4) of said Section 35, also being a boundary of said plat, a distance of 1803.19 feet to a corner of said plat;

thence run N 72°00'32" W along a boundary line of said plat a distance of 105.93 feet to a corner of said plat;

thence run N 01°16'01" W along a boundary line of said plat a distance of 301.89 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Parkland, Broward County, Florida and contain 151.5210 acres (6600256 sq. ft.), more or less.

McJUNKIN FARMS NVR HOMES, RYAN INC.		PLAT LEGAL DESCRIPTION & SKETCH			
 WINNINGHAM & FRADLEY, INC. ENGINEERS - PLANNERS - SURVEYORS <small>111 N.E. 4th STREET, OAKLAND PARK, FL 33334 954-771-7410 FAX: 954-771-0298 www.winfrad.com</small>	EB-0002995 LB-0002995	DRAWN: DAF CHECKED:	DATE: 04/17 DATE:	PROJECT NUMBER 15008	SHEET 1 OF 2



LEGEND:

BCR Broward County Records
 COR Corner
 ORB Official Records Book
 PB Plat Book
 PBCR Palm Beach County Records
 POB Point of Beginning
 R/W Right-of-way
 SEC Section

NOTES:

1. This sketch & legal description is not valid without the signature & seal of a Florida licensed Surveyor & Mapper.
2. This sketch & legal description consists of two sheets & is not complete without both sheets.
3. This is not a survey.

PREPARED BY:

David A. Fradley
 Professional Surveyor & Mapper
 Florida License Number 3458

Date: _____

McJUNKIN FARMS NVR HOMES, RYAN INC.		PLAT LEGAL DESCRIPTION & SKETCH			
WINNINGHAM & FRADLEY, INC. ENGINEERS - PLANNERS - SURVEYORS 111 N.E. 44th STREET, OAKLAND PARK, FL 33334 954-771-7440 FAX: 954-771-0298 www.winfrad.com		EB-0002995 LB-0002995	DRAWN: DAF CHECKED:	DATE: 04/17 DATE:	PROJECT NUMBER 15008
				SHEET 2 OF 2	

EXHIBIT "B"

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 14 day of September, 2018, by and between the **CITY OF PARKLAND, FLORIDA**, a municipal corporation of the State of Florida ("City") and **MCJUNKIN AT PARKLAND COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the "District").

WITNESSTH:

WHEREAS, the City has established the District by ordinance pursuant to Chapter 190, Florida Statutes (the "Act"); and

WHEREAS, the District desires to undertake infrastructure improvements within the boundaries of the District subject to the terms and conditions hereof; and

NOW, THEREFORE, in consideration of the mutual promises and other considerations contained herein, the parties hereto agree as follows:

1. Pursuant to Section 190.012(1)(g), the City consents to the District financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems, facilities and basic infrastructure for projects outside the boundaries of the District that are consistent with the District's powers as specified in paragraph 2 and paragraph 3 below and are required by any development orders, development agreements and zoning conditions, development permits, site plans or master plans applicable to the land within the boundaries of the District, as same may be amended.

2. The powers of the District shall be limited to financing, refinancing, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for (1) roadway, sidewalk and traffic improvements; (2) earth work; (3) drainage and related facilities, and (4) water and sewer facilities, and the administrative functions directly connected with such actions and necessary to conduct business in accordance with the Act.

3. Without the prior written consent of the City, which may be withheld in the City's sole discretion, the District will not finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operated and maintain any systems, facilities and basic infrastructure within the boundaries of the District, other than those projects (collectively, the "Petition Projects") set forth in Exhibit D to the petition submitted to the City ("Petition") seeking establishment of the District; provided, however, the District may additionally finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operated and maintain systems, facilities and basic infrastructure, within the boundaries of the District, necessary for reconstruction and/or repair, renewal and/or replacement projects that are consistent with the powers set forth in paragraph 1 and paragraph 2 above or to remediate a natural disaster (collectively, the "Additional Projects").

4. Without the prior written consent of the City, which may be withheld in the City's sole discretion, the District will not finance or refinance any projects in addition to the Petition Projects and the Additional Projects through the issuance of the District's bonds or other obligations, including refunding bonds, payable from non-ad valorem special assessments levied on benefitted property in the District (collectively, the "Bonds").

5. The final maturity of any and all Bonds issued by the District shall be not later than the earlier to occur of (i) the date approximately 30 years from the date of issuance of the first series of bonds financing the District public improvements, or (ii) January 1, 2050. Promptly following such time as all Bonds are no longer outstanding, the Board of Supervisors of the District will take the actions required by applicable law, including the Act, to dissolve the District, subject to the requirements of applicable law, including the Act, and shall diligently proceed to dissolve the District and ensure that all financial obligations of the District are fully discharged or affirmatively assumed by another entity prior to dissolution.

6. Notwithstanding any provision or language to the contrary, in no event shall the District levy special assessments to pay debt service requirements on its Bonds in excess of \$1,800 per residential unit annually.

7. The proceedings of the District levying non-ad valorem special assessments on assessable property within the District's boundaries in connection with the Bonds shall permit such assessments to be prepaid by owners of assessed property in the manner permitted by Chapters 170, 190 and 197, Florida Statutes, and other applicable law.

8. In no event shall the City assume, agree to assume or otherwise be held responsible for any outstanding debt of the District. The District hereby acknowledges that the City shall not ever be responsible for any District debt, whether as a result of the bankruptcy of the District or otherwise, and hereby agrees to provide written notice to any creditors, successors and assigns of the District that the City is not, nor ever will be, responsible for such debt.

9. Pursuant to Section 190.048, Fla. Stat., the following language must be included in a sales contract for the initial sale of a residential unit within the District, in a location immediately prior to the space reserved in the contract for the signature of the purchaser, in boldfaced and conspicuous type that is larger than the type in the remaining text of the contract:

"THE MCJUNKIN AT PARKLAND COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."

The District, including the Petitioner for the District as set forth in the Petition, hereby agrees, to the furthest extent permitted by law, to include the above language in boldfaced and conspicuous type on the first page (not including the cover page if there is a cover page) of all sales and marketing materials to be distributed to persons who visit the sales center or similar office in connection with any new residential development properties within the District.

10. This Agreement may be signed in counterparts, each of which, taken together, shall be deemed an original hereof.

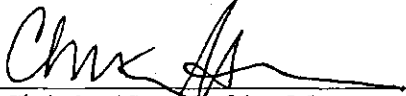
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature; the City, through its City Commission, signing by and through its Mayor, authorized to execute same by action of City Commission of the City on the 4th day of September, 2018 and the District, through its Board of Supervisors, signing by and through its duly authorized Chairman, authorized to execute same by action of the Board of Supervisors of the District on the 29 day of August, 2018.

[signatures on following pages]

[signature page]

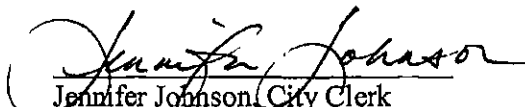
INTERLOCAL AGREEMENT
BETWEEN CITY OF PARKLAND, FLORIDA
AND MCJUNKIN AT PARKLAND COMMUNITY DEVELOPMENT DISTRICT

CITY OF PARKLAND, FLORIDA

By: 
Christine Hunschofsky, Mayor

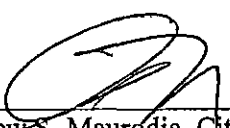
Date: 9-4-2018

ATTEST:


Jennifer Johnson, City Clerk



APPROVED AS TO FORM AND:

By: 
Andrew S. Maurodis, City Attorney

[Signatures continued on next page]

[signature page]

INTERLOCAL AGREEMENT
BETWEEN CITY OF PARKLAND, FLORIDA
AND MCJUNKIN AT PARKLAND COMMUNITY DEVELOPMENT DISTRICT

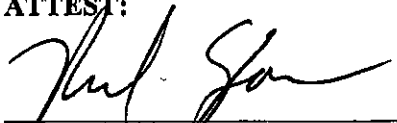
**MCJUNKIN AT PARKLAND COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____

Title: Chairman, Board of Supervisors

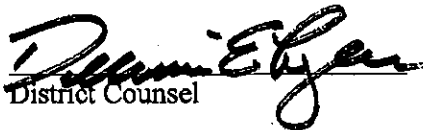
Date: 8-29-18

ATTEST:



District Secretary

APPROVED AS TO FORM:



District Counsel