

RESOLUTION NO. 2022 - 061

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION 2022-041 AND APPROVING A NEW AGREEMENT CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5101 SOUTH FLAMINGO ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 24, 2022 Resolution 2022-041 was approved by the Town Council to provide water service to the property attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Andy Shi ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide this property with water services, and is willing to provide such services to the Owner; and

WHEREAS, the property is a nursery and the original agreement provided by the City of Cooper City was intended for residential properties only; and

WHEREAS, a new agreement attached hereto and incorporated herein by reference as Exhibit "B" has been developed by the City of Cooper City for commercial properties and they request that all parties approve of the new agreement; and

WHEREAS, the Owner is desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town of Southwest Ranches, Florida hereby repeals the consent previously provided under Resolution 2022-041 and now consents to the City of Cooper City providing water services to 5101 South Flamingo Road under the terms of the new agreement attached hereto and incorporated herein by reference as Exhibit "B", provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 3. A certified copy of this Resolution shall be provided to the City of Cooper City.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 23rd day of June, 2022 on a motion by

V/m Jablonski and seconded by V/m Kuczenski.

Breitkreuz	<u>yes</u>
Jablonski	<u>yes</u>
Allbritton	<u>yes</u>
Hartmann	<u>absent</u>
Kuczenski	<u>yes</u>


Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u>0</u>


Steve Breitkreuz, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.1027.01

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Non Residential - Outside the City)

FOR: Andy Shi

(NAME OF OWNER)

LOCATION: 5101 S. Flamingo Road, Southwest Ranches, FL 33330

THIS AGREEMENT effective this 24th day of May, 2020, is made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Andy Shi, an individual/ or commercial customer with a property address of 5101 S. Flamingo Road, Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water or sewage disposal service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water or sewer services outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, the Cooper City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on May 24, 2022; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on ~~February 24~~, 2022.
June 23rd, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is defined for nonresidential / commercial customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Non-Residential 1 # ERC's @ \$1,316 Per ERC
Total ERC's 1 (WATER)

CONTRIBUTION (SEWER)

Non-Residential# _____ ERC's @ _____ Per ERC
Total ERC's _____ (SEWER)

OWNER has paid to CITY the sum of One Thousand Three Hundred & Sixteen dollars

\$ 1,316.00 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water distribution service or sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service or sewage collection service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service or sewage collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY's sole obligation shall be to refund OWNER's contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water distribution service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, Owner's successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

M. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above, and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER:

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:

Andy Shi

5101 S. Flamingo Road

Southwest Ranches, FL 33330

FOR THE TOWN OF Southwest Ranches:

Town Administrator

13400 Griffin Road

Southwest Ranches, FL 3333-

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF COOPER CITY:

ATTEST:
Tedra Allen

BY: [Signature]
MAYOR GREG ROSS

DATE: 5-25-22

CITY CLERK

Approved as to legal form:
[Signature]
CITY ATTORNEY

BY: [Signature]
CITY MANAGER

DATE: 5/31/22

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Greg Ross + Joseph Napoli to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Greg Ross + Joseph Napoli executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22 day of _____, 2022.

Tedra Allen
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



OWNER:

BY: Andy Shi
NAME: ANDY SHI
DATE: 05/13/2022

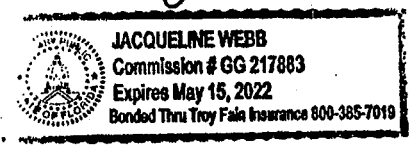
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of May, 2022, by Andy Shi (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced D/L as identification.

WITNESS my hand and official seal, this 13 day of May, 2022.

Jacqueline Webb
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



THE TOWN OF Southwest Ranches

ATTEST

CITY CLERK

[Handwritten Signature]

BY:

TITLE:

DATE:

[Handwritten Signature]
Mayor
6/23/22

Approved as to legal form

CITY ATTORNEY

[Handwritten Signature]

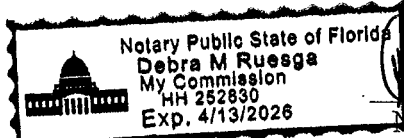
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of June, 2022, by

Mayor Steve Breitkreuz (individual/ or business entity name), as ^{OWNER} Mayor for said

^{PROPERTY} Town. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 23rd day of June, 2022.



[Handwritten Signature]
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Exhibit A

The East 1/2 of Tract 4, of the Subdivision of Section 35, Township 50 South, Range 40 East, according to the Florida Fruit Lands Company's Subdivision No.1, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, said property lying and being in Broward County, Florida.

Debra Ruesga

From: Jackie Webb <JWebb@coopercityfl.org>
Sent: Wednesday, June 15, 2022 11:37 AM
To: Debra Ruesga
Subject: [EXTERNAL] RE: Andy Shi

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Because we didn't have a water agreement for commercial customers outside of the City. So that form was recently created by our City Attorney.

Jackie Webb

Senior Administrative Specialist
11791 SW 49 Street



CITY OF
Cooper City
Someplace Special

Cooper City, FL 33330
P: 954.434.5519 #100 / F: 954.315-1380
Email: jackiew@coopercityfl.org

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Debra Ruesga <druesga@southwestranches.org>
Sent: Wednesday, June 15, 2022 11:35 AM
To: Jackie Webb <JWebb@coopercityfl.org>
Subject: Andy Shi

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Hi Jackie,

Can you put into words why we are redoing Andy's water agreement. I need it to put into our agenda document.

Thank you,

Debbie

Debra M. Ruesga
Deputy Town Clerk
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: (954) 434-0008
Fax: (954) 434-1490

Email: druesga@southwestranches.org

Website: www.southwestranches.org



Please note: Town Hall is now open to the public. While we are all still recovering from the COVID-19 pandemic we ask that you observe social distancing practices when visiting Town Hall and the use of facial coverings is requested.

The Town of Southwest Ranches is proud to partner with the Military Heroes Support Foundation to send care packages to our military troops deployed around the world or their families statewide. Your generous donation is greatly appreciated. Please call Town Hall at (954) 434-0008 for a list of needed goods. Thank you!

Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

Please note that Florida has a broad public records laws and that all correspondence to me via email may be subject to disclosure.

RESOLUTION NO. 2022 - 041

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5101 SOUTH FLAMINGO ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Andy Shi ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 5101 South Flamingo Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 3. A certified copy of this Resolution shall be provided to the City of Cooper City.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 24th day of February 2022 on a motion by

Wm Jablonski and seconded by Jim Hartmann.

Breitkreuz	<u>yes</u>
Jablonski	<u>yes</u>
Allbritton	<u>yes</u>
Hartmann	<u>yes</u>
Kuczenski	<u>yes</u>


Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Steve Breitkreuz, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

 For:
Keith Poliakov, Town Attorney
1001.927.01