



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of June 23, 2022

Southwest Ranches Council Chambers  
**7:00 PM Thursday**

13400 Griffin Road  
Southwest Ranches, FL 33330

<b><u>Mayor</u></b> Steve Breitreuz	<b><u>Town Council</u></b> Jim Allbritton Bob Hartmann David Kuczenski	<b><u>Town Administrator</u></b> Andrew D. Berns, MPA <b><u>Town Financial Administrator</u></b> Emil C. Lopez, CPM	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D. <b><u>Assistant Town Administrator/Town Clerk</u></b> Russell C. Muniz, MPA
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Barbara Sharief, Candidate for Florida Senate District 35**
4. **Angel Gomez, Coordinator of Governmental Affairs, BCPS - Secure the Next Generation Referendum**
5. **Public Comment**
  - All Speakers are limited to 3 minutes.
  - Public Comment will last for 30 minutes.
  - All comments must be on non-agenda items.
  - All Speakers must fill out a request card prior to speaking.
  - All Speakers must state first name, last name, and mailing address.
  - Speakers will be called in the order the request cards were received.
  - Request cards will only be received until the first five minutes of public comment have concluded.
6. **Board Reports**
7. **Council Member Comments**
8. **Legal Comments**
9. **Administration Comments**

### **Resolutions**

10. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION 2021-009 AND CONSENTING TO A NEW AGREEMENT WITH THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5950 ASAD COURT, 13590 STIRLING ROAD, 5850 ASAD DRIVE, AND 5900 ASAD WAY, FOUR SINGLE FAMILY HOMES 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.**

- 11. 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.**

**12. Approval of Minutes**

- a. May 12, 2022 Regular Meeting Minutes**

**13. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitkreuz, Mayor**  
**Gary Jablonski, Vice Mayor**  
**Jim Allbritton, Council Member**  
**Bob Hartmann, Council Member**  
**David Kuczenski, Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 6/23/2022  
**SUBJECT:** Asad New Water Agreement With Cooper City

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### **Recommendation**

To place this item on the agenda for Council consideration and approval.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

- A. Sound Governance
- D. Improved Infrastructure

### **Background**

The Asad family ("Owners") are the owners of four properties lying within the Town of Southwest Ranches at 5950 Asad Court, 13590 Stirling Road, 5850 Asad Drive, and 5900 Asad Way. The Owners are constructing four single family homes.

On November 19, 2020 pursuant to Resolution 2021-009, the Town Council approved a water service agreement to provide services to the properties attached hereto and incorporated herein by reference as Exhibit "A." The owners were approved for a 1.5 inch meter to provide service to the properties. The owners which to upsize the service to a 2 inch meter. In order to upsize the meter the City of Cooper City requires that a new agreement be executed by the parties.

This resolution seeks to repeal Resolution 2021-009 and authorize the approval of a new agreement under the same limitations originally approved by the Town.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution 2022-XXX ASAD Water Agreement Reso - New - TA Approved	6/16/2022	Resolution
Asad Water Agreemnet - 5850	6/16/2022	Agreement
ASAD 5850 Legal Description - Exhibit A	6/16/2022	Exhibit
Asad Water Agreement- 5900	6/16/2022	Agreement
ASAD 5900 Legal Description - Exhibit A	6/16/2022	Exhibit
Asad Water Agreement- 5950	6/16/2022	Agreement
ASAD 5950 Legal Description - Exhibit A	6/16/2022	Exhibit
Asad Water Agreement - 13590	6/16/2022	Agreement
ASAD 13950_STIRLING Legal Description - Exhibit A	6/16/2022	Exhibit

**RESOLUTION NO. 2022 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION 2021-009 AND CONSENTING TO A NEW AGREEMENT WITH THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5950 ASAD COURT, 13590 STIRLING ROAD, 5850 ASAD DRIVE, AND 5900 ASAD WAY, FOUR SINGLE FAMILY HOMES 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 November 19, 2020 Resolution 2021-009 was approved by the Town Council to provide water service to the properties attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, the Asad Family ("Owners"), are constructing four single family homes in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, the Owners are desirous of obtaining water services for their homes, 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 these four homes with water services, and is willing to provide such services to the Owners; and

**WHEREAS**, the agreement approved previously under R-2021-009 approved a 1.5 inch meter for the properties and the Owners wish to upsize the capacity and increase to a 2 inch meter; and

**WHEREAS**, a new agreement attached hereto and incorporated herein by reference as Exhibit "B" has been developed by the City of Cooper City to reflect the larger size meter and they request that all parties approve of the new agreement; and

**WHEREAS**, the Owners are 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,** the Owners agrees that they 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 2021-009 and now consents to the City of Cooper City providing water services to 5950 Asad Court, 13590 Stirling Road, 5850 Asad Drive, and 5900 Asad Way, 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.

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

Ranches, Florida, this 23<sup>RD</sup> day of June 2023 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_

Jablonski \_\_\_\_\_

Albritton \_\_\_\_\_

Hartmann \_\_\_\_\_

Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Absent \_\_\_\_\_

Abstaining \_\_\_\_\_

**[Signatures on Next Page]**

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Steve Breitzkreuz, Mayor

Attest:

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Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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Keith Poliakoff, Town Attorney  
1001.1028.01

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**WATER AGREEMENT**

**FOR SINGLE-FAMILY HOMEOWNER**

**FOR:** AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE  
(NAME OF OWNER)

**LOCATION:** 5850 ASAD DRIVE SOUTHWEST RANCHES, 33330

**THIS AGREEMENT** effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ 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 AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE an individual with a property address of 5850 ASAD DRIVE SOUTHWEST RANCHES, 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, together with water distribution facilities known as COOPER CITY WATER 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 service from CITY for the PROPERTY; and

**WHEREAS**, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water 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 service 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 services for the PROPERTY; and

**WHEREAS**, the Cooper City 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 \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, the Cooper City 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 \_\_\_\_\_, 20\_\_\_\_; 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 \_\_\_\_\_, 20\_\_\_\_.

**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 the assumed average daily flow of a detached single-family residential unit.
- 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 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 is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

#### **CONTRIBUTION (WATER)**

Residential .....# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC  
Total ERC's 8 (WATER)

#### **CONTRIBUTION (SEWER)**

Residential .....# \_\_\_\_\_ Units X \_\_\_\_\_ ERC's Per Unit @ \_\_\_\_\_ Per ERC  
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 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 service and 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 and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

#### B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his 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, reasonable rules and regulations relating to the furnishing of water 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 other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. 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

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

Each consumer of water 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 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, his 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 system 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 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.

#### **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

City Manager  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328

FOR THE OWNER

12767 Equestrian Trl  
Davie, FL 33330

FOR THE TOWN OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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

Signed, sealed and delivered  
in the presence of:

**THE CITY OF COOPER CITY**

ATTEST:

BY: \_\_\_\_\_

MAYOR GREG ROSS

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

ATTEST:

BY: \_\_\_\_\_

MAYOR GREG ROSS

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

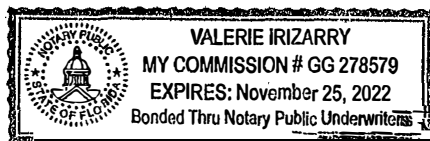
**OWNER**

BY: Ammar Badi Saad  
DATE: 5-25-22

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



V. Irizarry  
\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires: November 25, 2022

Signed, sealed and delivered  
in the presence of:

**THE TOWN OF** \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

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## EXHIBIT A

LEGAL DESCRIPTION:

THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 41 AND 42, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH  $89^{\circ} 43' 46''$  EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 824.76 FEET; THENCE NORTH  $00^{\circ} 47' 33''$  WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $01^{\circ} 47' 33''$  WEST, A DISTANCE OF 480.41 FEET; THENCE NORTH  $43^{\circ} 58' 04''$  EAST, A DISTANCE OF 174.42 FEET; THENCE NORTH  $89^{\circ} 43' 41''$  EAST, A DISTANCE OF 204.84 FEET; THENCE SOUTH  $01^{\circ} 47' 23''$  EAST, A DISTANCE OF 605.42; THENCE SOUTH  $89^{\circ} 43' 46''$  WEST, A DISTANCE OF 329.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

THE SOUTH 40 FEET THEREOF, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 191,807.63 SQUARE FEET (4.40 ACRES) MORE OR LESS. #



**WATER AGREEMENT**

EXHIBIT "B"

**FOR SINGLE-FAMILY HOMEOWNER**

**FOR:** AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE  
(NAME OF OWNER)

**LOCATION:** 5900 ASAD WAY SOUTHWEST RANCHES, 33330

**THIS AGREEMENT** effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO an individual with a property address of 5900 ASAD WAY SOUTHWEST RANCHES, 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, together with water distribution facilities known as COOPER CITY WATER 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 service from CITY for the PROPERTY; and

**WHEREAS**, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water 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 service 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 services for the PROPERTY; and

**WHEREAS**, the Cooper City 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 \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, the Cooper City 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 \_\_\_\_\_, 20\_\_\_\_; 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 \_\_\_\_\_, 20\_\_\_\_.

**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 the assumed average daily flow of a detached single-family residential unit.
- 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 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 is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

#### **CONTRIBUTION (WATER)**

Residential .....# 1 Units X 1 ERC's Per \$1,348.77 Per ERC  
Total ERC's 8 (WATER)

#### **CONTRIBUTION (SEWER)**

Residential .....# \_\_\_\_\_ Units X \_\_\_\_\_ ERC's Per Unit @ \_\_\_\_\_ Per ERC  
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 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 service and 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 and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

#### **B. WELLS PROHIBITED EXCEPT FOR IRRIGATION**

OWNER, his 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, reasonable rules and regulations relating to the furnishing of water 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 other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. 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**

{00308483.3 3451-0000000}

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

Each consumer of water 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 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, his 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 system 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 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.

#### **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  
City Manager  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328

FOR THE OWNER  
12767 Equestrian Trl  
Davie, FL 33330

FOR THE TOWN OF \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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

Signed, sealed and delivered  
in the presence of:

**THE CITY OF COOPER CITY**

ATTEST:

BY: \_\_\_\_\_  
MAYOR GREG ROSS

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

ATTEST:

BY: \_\_\_\_\_

MAYOR GREG ROSS

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

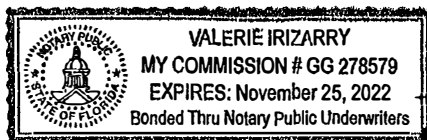
**OWNER**

BY: Amr & Ali Asad  
DATE: 5-25-22

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



My commission expires:

November 25, 2022

*Valerie Irizarry*  
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered  
in the presence of:

**THE TOWN OF** \_\_\_\_\_



Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

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EXHIBIT A

LEGAL DESCRIPTION:

THE WEST HALF OF TRACTS 43 AND 44, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH;

THE WEST HALF OF THE EAST HALF AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 43 AND 44, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH  $89^{\circ} 43' 46''$  EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 659.76 FEET; THENCE NORTH  $00^{\circ} 47' 33''$  WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $01^{\circ} 47' 33''$  WEST, A DISTANCE OF 605.41 FEET; THENCE SOUTH  $89^{\circ} 43' 41''$  WEST, A DISTANCE OF 619.79 FEET; THENCE NORTH  $01^{\circ} 47' 46''$  WEST, A DISTANCE OF 660.40 FEET; THENCE NORTH  $89^{\circ} 43' 36''$  EAST, A DISTANCE OF 1,114.71; THENCE SOUTH  $01^{\circ} 47' 23''$  EAST, A DISTANCE OF 660.44 FEET; THENCE SOUTH  $89^{\circ} 43' 41''$  WEST, A DISTANCE OF 204.84 FEET; THENCE SOUTH  $43^{\circ} 58' 04''$  WEST, A DISTANCE OF 174.42 FEET; THENCE SOUTH  $01^{\circ} 47' 33''$  EAST, A DISTANCE OF 480.41 FEET; THENCE SOUTH  $89^{\circ} 43' 46''$  WEST, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

THE SOUTH 40 FEET THEREOF, AND THE WEST 40 FEET OF TRACTS 43 AND 44, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 843,122.09 SQUARE FEET (19.36 ACRES) MORE OR LESS. #



**WATER AGREEMENT****FOR SINGLE-FAMILY HOMEOWNER**

**FOR:** ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRS  
(NAME OF OWNER)

**LOCATION:** 5950 ASAD CT SOUTHWEST RANCHES, FL 33330

---

**THIS AGREEMENT** effective this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ 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 ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRS, an individual with a property address of 5950 ASAD CT 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, together with water distribution facilities known as COOPER CITY WATER 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 service from CITY for the PROPERTY; and

**WHEREAS**, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water 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 service 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 services for the PROPERTY; and

**WHEREAS**, the Cooper City 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 \_\_\_\_\_, 20\_\_\_\_; 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 \_\_\_\_\_, 20\_\_\_\_.

**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 the assumed average daily flow of a detached single-family residential unit.
- 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 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 is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

#### **CONTRIBUTION (WATER)**

Residential .....# 1 Units X 1 ERC's Per \$1,348.77 Per ERC  
Total ERC's 8 (WATER)

#### **CONTRIBUTION (SEWER)**

Residential .....# \_\_\_\_\_ Units X \_\_\_\_\_ ERC's Per Unit @ \_\_\_\_\_ Per ERC  
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 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 service and 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 and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

#### **B. WELLS PROHIBITED EXCEPT FOR IRRIGATION**

OWNER, his 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, reasonable rules and regulations relating to the furnishing of water 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 other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. 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**

{00308483.3 3451-0000000}

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 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 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, his 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 system 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 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.

**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  
City Manager  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328

FOR THE OWNER  
12767 Equestrian Trl  
Davie, FL 33330

FOR THE TOWN OF \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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

Signed, sealed and delivered  
in the presence of:

**THE CITY OF COOPER CITY**

ATTEST:

BY: \_\_\_\_\_

MAYOR GREG ROSS

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

**OWNER**

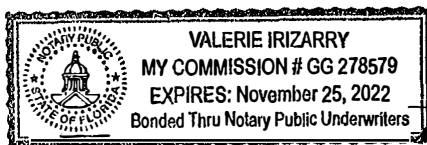
BY: Lehem Asael

DATE: 5-25-22

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

November 25, 2022

Signed, sealed and delivered  
in the presence of:

**THE TOWN OF** \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

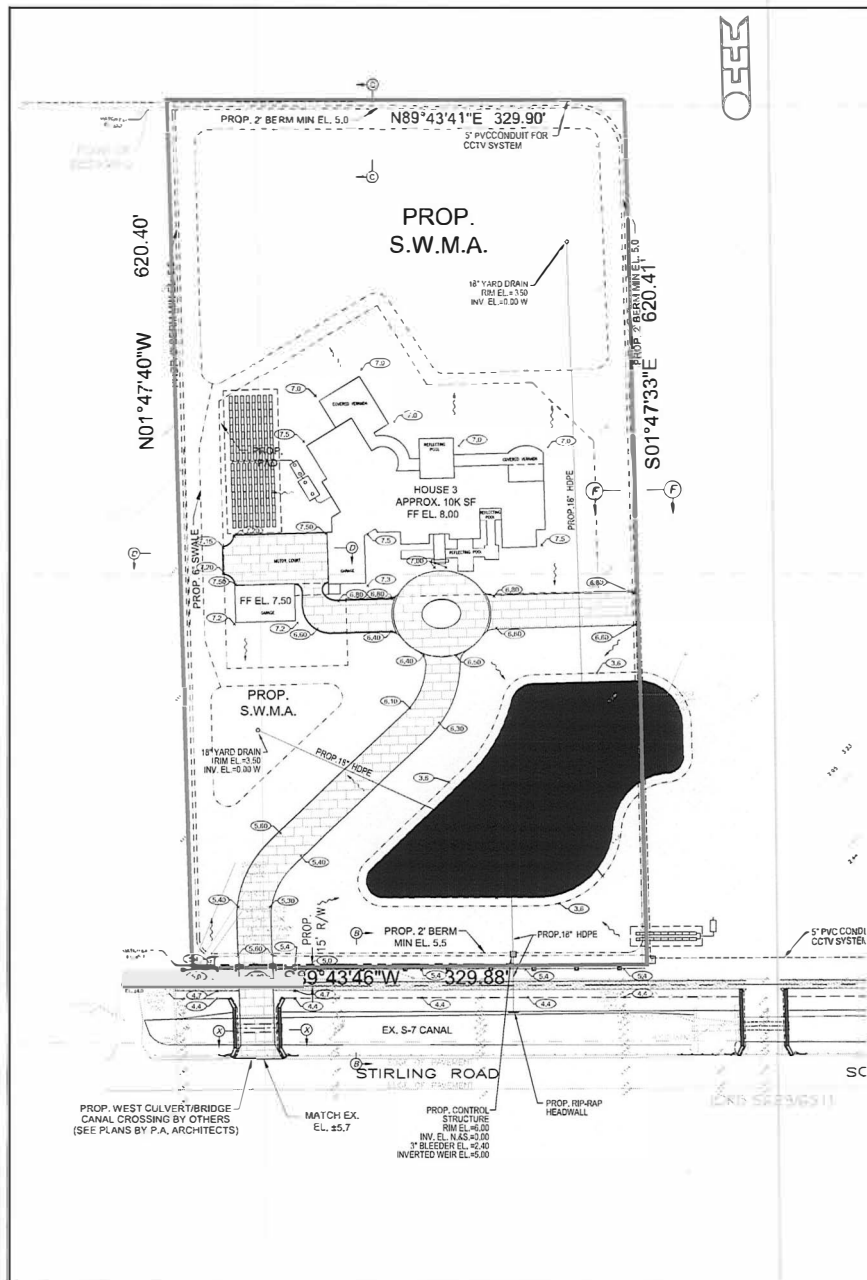
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EXHIBIT ALEGAL DESCRIPTION:

THE EAST HALF OF THE WEST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH-WEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH  $89^{\circ} 43' 46''$  EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 329.88 FEET; THENCE NORTH  $00^{\circ} 47' 33''$  WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $01^{\circ} 47' 33''$  WEST, A DISTANCE OF 605.41 FEET; THENCE NORTH  $89^{\circ} 43' 41''$  EAST, A DISTANCE OF 329.88 FEET; THENCE SOUTH  $01^{\circ} 47' 33''$  EAST, A DISTANCE OF 605.41 FEET; THENCE SOUTH  $89^{\circ} 43' 46''$  WEST, A DISTANCE OF 329.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 199,712.65 SQUARE FEET (4.59 ACRES) MORE OR LESS. #



GRAPHIC SCALE

1 inch = 60 ft



LOCATION NAME  
NOT TO SCALE

DESCRIPTION: THE WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AND THE WEST HALF OF THE EAST HALF OF TRACTS 43 AND 44, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, LAMAR COMPANY, LAND COMPANY, LAND GRANT, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH: THE WEST HALF OF THE EAST HALF AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 41, 42, 43, AND 44 OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, LAMAR COMPANY, LAND COMPANY, LAND GRANT, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS AND EXCEPT: THE NORTH 40 FEET THEREOF, AS CONVEYED TO BROADWAY COUNTRY BY DEED DATED AND RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 827, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SHE AND SITUATED IN THE TOWN OF SOUTH-WEST NINETEEN, BROWARD COUNTY, FLORIDA, CONTAINING XX SQUARE FEET (XX ACRES) MORE OR LESS.

NOTES:

1. PROPOSED LOCATION OF HOMES & SEPTIC SYSTEM IS PER ARCHITECTURAL SITE PLAN AT KNOX LANDSCAPE ARCHITECTURE, LTD. 1011 SOUTHWEST SECOND AVENUE, DELRAY BEACH, FLORIDA 33444.
2. REFER TO M-15 SITE PLAN FOR SEPTIC AND WELL INFORMATION.
3. SURVEY INFORMATION AND LOCATION DESCRIPTION TAKEN FROM SURVEY PREPARED BY KNOX LANDSCAPE ARCHITECTURE, LTD., 1011 SW 2ND AVENUE, SUITE 104, DELRAY BEACH, FLORIDA 33438. 954-660-6533 DATES: 3/26/16.
4. FILL OR FLOOD PAD SHALL BE COVERED SHALL BE COMPACTED TO NO LESS THAN 95% DENSITY PER ASTM-T-80.
5. SOLE SLOPES OF FILL OR EXCAVATED AREAS SHALL NOT EXCEED 4:1 (HORIZONTAL TO VERTICAL) UNLESS PERMITTER AGREES.
6. ALL DISTURBED AREAS SHALL BE GRASS 50000 W/1.51. AUGUSTINE GRASS.
7. OWNER SHALL SUBMIT A FINAL SURVEY AND AS-BUILT PLAN TO THE TOWN OF DELRAY BEACH FOR REVIEW AND APPROVAL. THE FINAL SURVEY AND AS-BUILT MUST INCLUDE SUFFICIENT TOPOGRAPHIC INFORMATION TO VERIFY CONFORMANCE TO THE DESIGN, APPROPRIATE LOCATIONS OF THE SEPTIC PADS, AND THE LOCATION OF THE WELL. TO THE TOWN OF DELRAY BEACH.

LEGEND:

- DOH SHORING COUNTY RECORDS
- DOH SAGE COUNTY RECORDS
- DOH PLAT BOOK
- MG FLOOD
- OFD OFFICIAL RECORDS BOOK
- OS CONCRETE
- OSB 1/2" OF WET
- SEC SECTION
- SECT CONCRETE BLOCK STRUCTURE
- W POWER PILE
- WCH ANCHOR
- WCH WELDED
- WYF TENSILE
- WYF UTILITY FACILITY
- WYF DRAINAGE EXCAVATION
- WYF ASSOCIATE CONTRACT
- WYF SURFACE WATER MANAGEMENT
- WYF WETLAND
- WYF GATE VALVE
- WYF WATER W/IN
- WYF LIVE-ING LIGATION
- WYF W/OLD LIGATION
- WYF FLOW DIRECTION
- WYF BEING
- WYF RETENTION AREA
- WYF TRANSPORTED
- WYF LIGATION

ENGINEER'S SEAL  
NOT VALID WITHOUT  
ORIGINAL SIGNATURE



SHEET	TITLE
-------	-------

## TYPICAL DRAINAGE PLAN

THE ELEVATIONS AS SHOWN HEREON  
ARE BASED ON THE NORTH AMERICAN  
VERTICAL DATUM OF 1988 (NAD 1988)

REVISIONS

**PILLAR CONSULTANTS, INC.**  
*Consulting Engineers, Planners, Surveyors*

5230 S. University Drive -- Suite #04  
Dade, Florida 33328  
Phone: (954) 680-6533

$p = .39461$

**13495 STIRLING ROAD  
ASAD RESIDENCES  
SOUTHWEST RANCHES  
BROWARD COUNTY, FLORIDA**

SCALE: 1"=80'

DATE: 04/03/19

DRAWN BY: JRW

SHEET No.

C-1

180350

**WATER AGREEMENT****FOR SINGLE-FAMILY HOMEOWNER**

**FOR:** BAJANDAS, RICHARDO Wafa Issa Asad Irrev TR  
(NAME OF OWNER)

**LOCATION:** 13590 STIRLING RD SOUTHWEST RANCHES, FL 33330

**THIS AGREEMENT** effective this \_\_\_ day of \_\_\_, \_\_\_ 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 BAJANDAS, RICHARDO Wafa Issa Asad Irrev TR an individual with a property address of 13590 STIRLING RD 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, together with water distribution facilities known as COOPER CITY WATER 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 service from CITY for the PROPERTY; and

**WHEREAS**, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water 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 service 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 services for the PROPERTY; and

**WHEREAS**, the Cooper City 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 \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, the Cooper City 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 \_\_\_\_\_, 20\_\_\_\_; 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 \_\_\_\_\_, 20\_\_\_\_\_.

**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 the assumed average daily flow of a detached single-family residential unit.
- 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 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 is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

#### **CONTRIBUTION (WATER)**

Residential .....# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC  
Total ERC's 8 (WATER)

#### **CONTRIBUTION (SEWER)**



Residential .....# \_\_\_\_\_ Units X \_\_\_\_\_ ERC's Per Unit @ \_\_\_\_\_ Per ERC  
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 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 service and 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 and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

#### **B. WELLS PROHIBITED EXCEPT FOR IRRIGATION**

OWNER, his 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, reasonable rules and regulations relating to the furnishing of water 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 other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. 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**

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

Each consumer of water 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 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, his 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 system 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 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.

#### **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  
City Manager  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328

FOR THE OWNER  
12767 Equestrian Trl  
Davie, FL 33330

FOR THE TOWN OF \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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

Signed, sealed and delivered  
in the presence of:

**THE CITY OF COOPER CITY**

ATTEST:

BY: \_\_\_\_\_

MAYOR GREG ROSS

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

ATTEST:

BY: \_\_\_\_\_

MAYOR GREG ROSS

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

**OWNER**

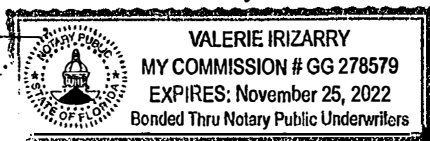
BY: Wafa Azael  
DATE: 5-23-22

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of

20 \_\_\_\_\_



Valerie Irizarry  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires: November 25, 2022

Signed, sealed and delivered  
in the presence of:

THE TOWN OF

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD       ) SS

BEFORE ME personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

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SW 60TH ST

STIRLING RD

# Parcel Information

Folio Number: 514002060010

Owner: BAJANDAS, RICHARDO WAI  
ISSA ASAD IRREV TR

13590 STIRLING RD  
Situs Address: SOUTHWEST RANCHES FL  
33330

Legal: LINDO RANCHES 148-38 B  
PARCEL A

Millage Code: 3413

Use Code: 01

Land Value: \$ 329,180

Building Value: \$ 1,399,820

Other Value: 0

Total Value: \$ 1,729,000

SOH Capped Value: \$ 1,729,000

Homeslead Exempt. \$ 25,000  
Amnt:

WVD Exempt. Amnt: \$ 0

Other Exempt. Amnt: \$ 0

Taxable Value: \$ 1,679,000

Sale Date 1: 12/06/2019

Sale Price 1: \$ 1,395,000

Deed Type 1: WVD

Sale Date 2: 11/18/2019

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**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitkreuz, Mayor**  
**Gary Jablonski, Vice Mayor**  
**Jim Allbritton, Council Member**  
**Bob Hartmann, Council Member**  
**David Kuczenski, Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 6/23/2022  
**SUBJECT:** Shi - New Water Agreement with Cooper City

---

### **Recommendation**

To place this item on the agenda for Council consideration and approval.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

- A. Sound Governance
- D. Improved Infrastructure

### **Background**

Andy Shi ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 5101 South Flamingo Road. On February 24, 2022 pursuant to Resolution 2022-041 the Town Council approved an agreement with Cooper City to provide water service to the property attached hereto and incorporated herein by reference as Exhibit A.

The referenced property is a commercial nursery and the original agreement provided by Cooper City was intended for residential properties only. A new agreement, attached hereto and incorporated herein by reference as Exhibit "B" has been prepared and submitted for consideration is intended for commercial properties. The City of Cooper requests that all parties sign the new agreement.

This resolution seeks to repeal Resolution 2022-041 and authorize the approval of a new

commercial water agreement under the same limitations originally approved by the Town.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
RESO 2022-XXX -Shi-WaterAgreement - New - RJD Review	6/16/2022	Resolution
Andy Shi Water Agreement	6/16/2022	Agreement
Andy Shi Legal Desscription - Exhibit A	6/16/2022	Exhibit

**RESOLUTION NO. 2022 - XXX**

**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 23<sup>rd</sup> day of June, 2022 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.1027.01

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**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 24<sup>th</sup> 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.

**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

{00509773.3 3451-0000000}

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**

{00509773.3 3451-0000000}

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. 50<sup>th</sup> 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**

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

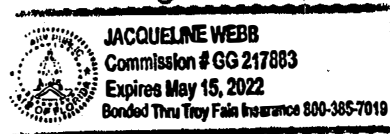
STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

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** \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

DATE: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

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

ATTEST:  
Tedra Allen

CITY CLERK

Approved as to legal form:

[Signature]  
CITY ATTORNEY

CITY OF COOPER CITY:

BY: [Signature]  
MAYOR GREG ROSS

DATE: 5-25-22

BY: [Signature]  
CITY MANAGER

DATE: 5/31/22

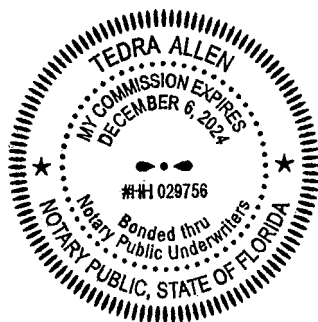
STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

BEFORE ME personally appeared Joseph  
Greg Ross + 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 \_\_\_\_\_ day of \_\_\_\_\_,  
20 22.

[Signature]  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



OWNER:

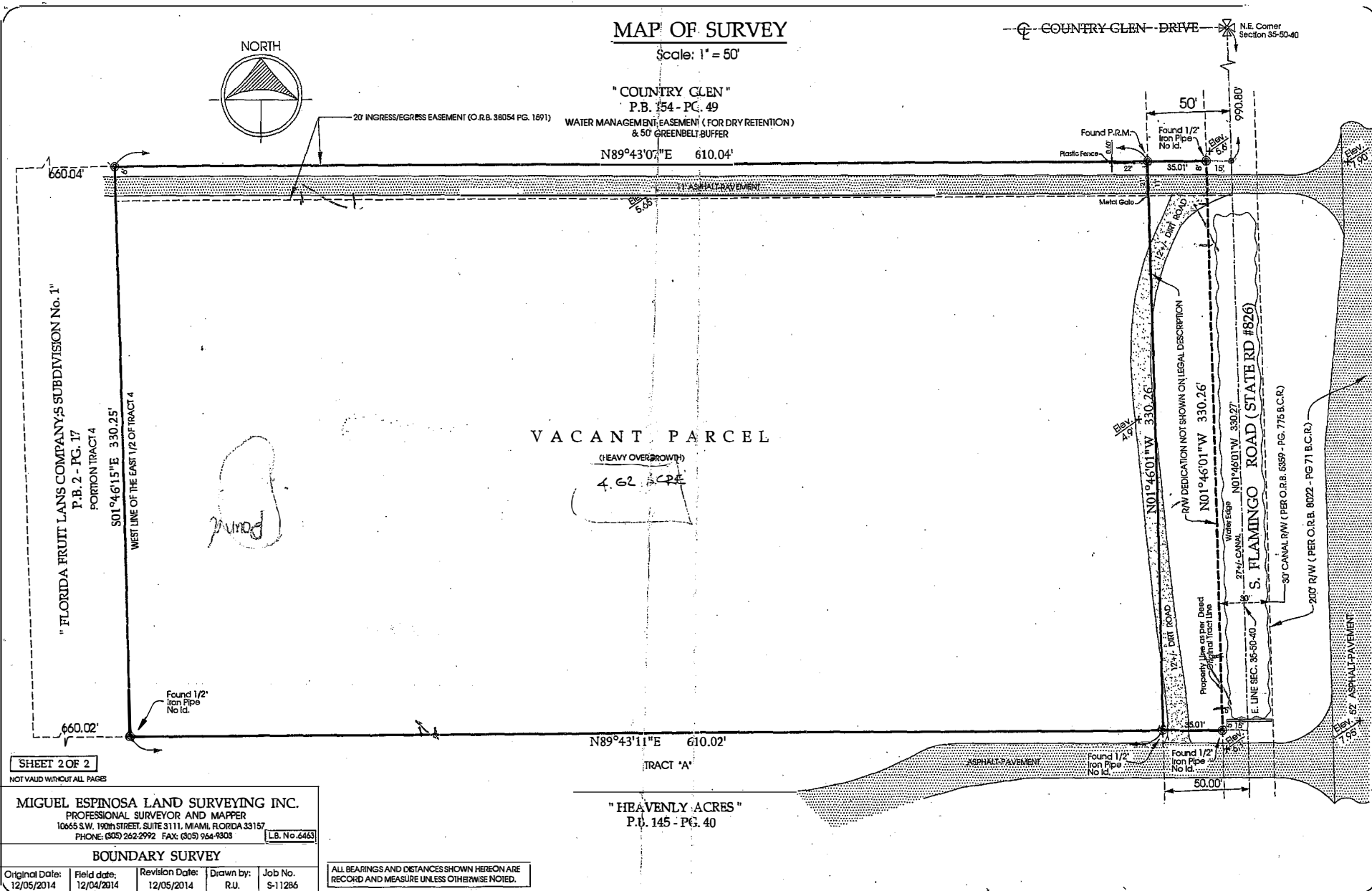
{00509773.3 3451-0000000}

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## 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.



**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

May 12, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member David S. Kuczenski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator

Emil C. Lopez, Town Financial Administrator

Richard Dewitt, Assistant Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**Quasi-Judicial Hearings**

**3. Resolution Approving St. Mark Site Plan Modification**

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-81-21 TO MODIFY THE APPROVED ST. MARK CHURCH SITE PLAN BY AUTHORIZING A FREESTANDING ROOF STRUCTURE OVER THE EXISTING BASKETBALL COURTS LOCATED AT 5601 FLAMINGO ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**4. Public Comment**

The following members of the public addressed the Town Council: Newell Hollingsworth.

**5. Board Reports**

There were no Board Reports.

**6. Council Member Comments**

Vice Mayor Jablonski advised any students that were applying for the Town's scholarship, to make sure to submit their packages by the end of the month. He advised that the June 14<sup>th</sup> hazmat event will be held at the WastePro facility in Pembroke Pines instead of the Rolling Oaks Barn. The next "Hazmat at the Barn" will be July 9<sup>th</sup>. He offered to send the FPL Hardening PowerPoint Presentation to anyone that wanted to know more about the project. He also advised the public of the following upcoming events: Water Matter Days will be on May 21<sup>st</sup> and the DMV Flow-Mobile will be at Town Hall on May 25<sup>th</sup>. Vice Mayor Jablonski spoke about the guard rails down

Hancock Road and how they looked to be complete. Lastly, he spoke about the ballfield at Country Estates Park. \$30,000.00 was allocated to work on the ballfield and then it was discovered that that amount was insufficient, so the Town Council was asked to reallocate \$12,000.00 from the \$30,000.00 to the fence on SW 199<sup>th</sup> Avenue. Vice Mayor Jablonski requested the remaining \$18,000.00 be allocated back to the Country Estates Ballfield, but for needed fencing around the perimeter. The cost for fencing the area is \$48,000.00 and he asked the remaining amount to come out of the forfeiture fund to finish the project. There would be no cost to the taxpayers. He asked for the support of the Town Council, which they gave unanimously.

Council Member Hartmann attended the monthly Broward Metropolitan Planning Organization (MPO) meeting and provided an update on what was discussed.

Council Member Kuczenski provided an update on the U-turn at Sheridan Street and 146<sup>th</sup> Avenue. The Town of Southwest Ranches along with the Town of Davie opposed the left hand turn northbound onto Volunteer Road from Eastbound Sheridan Street and now the item is going before the Broward County Commission for consideration. Next, he spoke about properties that are still in possession of Broward County when they should have been deeded to the Town of Southwest Ranches when it became a Town on 2000. He directed administration to work on having the properties deeded back to the Town.

Council Member Allbritton attended the Broward League of Cities Directors meeting and provided an update on what was discussed. He announced that sections of Green Meadows will get underground power lines which will be a great help during storm season in maintaining power. He spoke about the Public Safety and Traffic Committee and the great ideas the members came up with. Lastly, he spoke about the Green Meadows Civic Association and attendance is growing.

Mayor Breitzkreuz commended the Town of Davie with their help in gaining a lot of their residents' support in blocking the left turn off Sheridan Street onto Volunteer Road. He along with other residents wrote letters to the Broward County Board of Commissioners stating the Town's opposition to the project and hopes for a positive outcome. He spoke about the issues with the swales and Bahia grass versus St. Augustine grass and stated a compromise has been reached. He asked Town Administrator Berns to elaborate further on the matter when it comes time for his comments. Lastly, he spoke about the traffic that backs up on Griffin Road from Bonaventure Boulevard past SW 199<sup>th</sup> Avenue most mornings. The Town requested a new traffic study be run which they did, however the results came back that there was no traffic issue; he expressed concern with how Broward County came to that conclusion.

## **7. Legal Comments**

There were no legal comments.

## **8. Administrative Comments**

Town Administrator Berns advised the Town Council that there will be a special meeting on June 2<sup>nd</sup>, 2022 to discuss a new P3 agreement. He spoke about the upcoming hurricane season and a presentation that is being prepared for the Town Council to explain the Town's emergency processes. He advised Debbie Goff-Rose brought a container of documents she received from

Tammy Dollar that go back to the year 2000 that can be given to the Historical Society for preservation. Lastly, he spoke about the swale remediation and the reason the Town used Bahia grass to sod the swales that have been part of the TSDOR project due to being less expensive, easier maintenance and a much better product to work with. Some residents have been resistant to the Bahia grass and have laid their own sod. For those residents that have laid their own sod, they have been instructed to contact the Town's Public Works department and a partial reimbursement will be provided to them. This information will run in the Town's newsletter.

### **Ordinance – 2<sup>nd</sup> Reading**

**9.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 105-030 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO QUASI-JUDICIAL HEARINGS AND EX PARTE COMMUNICATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading - April 14, 2022}**  
**{Tabled from April 28, 2022}**

### **ITEM FAILED FOR LACK OF MOTION AND SECOND.**

**10.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REDISTRICTING THE TOWN IN ACCORDANCE WITH SECTION 2.04 (b) OF THE TOWN'S CHARTER TO INCORPORATE THE RESULTS OF THE 2020 CENSUS; REPEALING ORDINANCE NO. 2011-14 BY ESTABLISHING AND ADOPTING FOUR (4) REVISED RESIDENTIAL ELECTION DISTRICTS PRIOR TO THE QUALIFYING PERIOD FOR THE MUNICIPAL ELECTION OF 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; AND PROVIDING AN EFFECTIVE DATE. **{Approved on First Reading - April 28, 2022}**

The following motion was made by Council Member Kuczenski, seconded by Council Member Allbritton and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

### **MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**

### **Resolutions**

**11.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$43,000.00) OF SURTAX FUNDING TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS (SWRA-022) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

### **ITEM WITHDRAWN.**

### **12. Approval of Minutes** **a. April 14, 2022 Regular Meeting**

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE APRIL 14, 2022 REGULAR MEETING MINUTES.**

### **13. Adjournment**

Meeting was adjourned at 8:26 p.m.

*Respectfully submitted:*

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*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 23<sup>rd</sup> day of June, 2022.*

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*Steve Breitzkreuz, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.