



Southwest Ranches Town Council

REGULAR MEETING

Agenda of February 27, 2020

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Doug McKay	Delsa Amundson	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Bob Hartmann	<u>Town Financial</u>	<u>Assistant Town</u>
Denise Schroeder	Gary Jablonski	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, MMC

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. **President's Volunteer Service Awards - Pavitpaul Makkar & Jashanpreet Singh**
4. **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.
5. **Board Reports**
6. **Council Member Comments**
7. **Legal Comments**
8. **Administration Comments**

Resolutions

9. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ACCEPTING A PUBLIC RIGHT OF WAY DEDICATION ALONG SW 186th AVENUE; ACCEPTING THE PERPETUAL MAINTAINENANCE OBLIGATION OF SAID PUBLIC RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.**
10. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ACCEPTING A**

PUBLIC RIGHT OF WAY DEDICATION ALONG SW 188th AVENUE; ACCEPTING THE PERPETUAL MAINTAINENANCE OBLIGATION OF SAID PUBLIC RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICE TO 13000 LEWIN LANE AND 13001 LEWIN LANE, TWO 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICE TO 12901 STIRLING ROAD, A SINGLE FAMILY HOME 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICE TO 5801 SW 130 AVENUE, A SINGLE FAMILY HOME 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 14. Town 20th Birthday Party Update - Sandra Luongo**

15. Agreement With Tim Weimann - Police Civilian Coordinator Services

16. 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.

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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
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 2/27/2020
SUBJECT: Accepting a ROW Dedication from 5301 SW 186th Avenue

Recommendation

To place this item on the agenda for Council consideration and approval to accept a right-of-way (ROW) dedication from 5301 SW 186th Avenue.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Town maintains most of SW 186th Avenue, but a section of ROW is missing. The homeowner has completed all the necessary documentation to dedicate the ROW.

Town Staff has determined that it is in the best interest of the Town to accept title to the Land for the purpose of a public road right-of-way and for drainage and accept the perpetual maintenance obligation of the ROW.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, PE, LEED AP, CPESC, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
ROW-dedication-5301SW186 -FINAL-TA Approved	2/21/2020	Resolution
Exhibit	1/29/2020	Exhibit

RESOLUTION NO. 2020 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ACCEPTING A PUBLIC RIGHT OF WAY DEDICATION ALONG SW 186th AVENUE; ACCEPTING THE PERPETUAL MAINTAINENCE OBLIGATION OF SAID PUBLIC RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain residents along SW 186th Avenue in the Town of Southwest Ranches own to the center of the existing roadway; and

WHEREAS, certain residents along S.W. 186th Avenue have agreed to convey the land depicted and legally described in Exhibit "A", attached hereto and made a part hereof, for purposes of use as a public road right-of-way (hereinafter referred to as the "Land"); and

WHEREAS, Town Staff has determined that it is in the best interest of the Town to (i) accept title to the Land for the purpose of a public road right-of-way (ROW) and for drainage; and (ii) accept the perpetual maintenance obligation of the ROW.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the conveyance of title for the Land to the Town, by the execution and delivery of a Quit Claim Deed(s) from the residents who currently own the Land, or portions thereof.

SECTION 3. The Town Council hereby approves the dedication of the Land as a public a right-of-way to be used for ingress/egress, drainage and utilities.

SECTION 4. AUTHORIZATION. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to accept and record any and all documents as may be required in connection with effecting the foregoing resolutions, including but not limited to the Quit Claim Deeds; affidavits; Partial Releases of Mortgages and any other documents required to further effectuate the intent of this Resolution.

SECTION 5. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such

36601493.1

decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 27th day of February, 2020, on a motion by

_____, seconded by _____.

McKay	_____
Schroeder	_____
Amundson	_____
Hartmann	_____
Jablonski	_____

Ayes	_____
Nays	_____
Absent	_____
Abstaining	_____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
36601493.1

EXHIBIT A

THE EAST 25 FEET OF THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST ONE HALF OF THE SOUTH ONE HALF OF THE NORTH ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST; THENCE S00 06' 36" ALONG THE CENTERLINE OF "S.W. 186TH AVENUE" A DISTANCE OF 165.06 FEET TO THE S.E. CORNER OF THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 36, TOWNSHIP 50, RANGE 39 EAST; THENCE S 89 54' 42" W ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 25 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF "S.W. 186TH AVENUE"; THENCE N 00 06' 36" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 165.06 FEET TO A POINT; THENCE N 89 54' 48" E A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING; SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

From: Rod Ley
Sent: Friday, April 26, 2019 9:38 AM
To: patgreaux@gmail.com
Cc: Andy Berns <aberns@southwestranches.org>; Philip Chorath <pchorath@southwestranches.org>; Robert Solera <rsolera@southwestranches.org>; Emily Aceti <eaceti@southwestranches.org>
Subject: RE: question regarding lot SF

Mr. Greaux-

Good morning. The process for dedicating right of way is as follows...

The first step is to sign the Town's Right of Way Dedication form. This officially expresses your intent to dedicate the right of way to the Town. Additionally, you will have to coordinate with a surveyor to prepare a sketch and legal description of the property you are proposing to dedicate. In this particular instance, the total right of way width required for SW 186th Way would be 50 feet so your half of the right of way would be 25 feet (across the frontage of your property). That dimension is consistent with what homeowners on your street have historically dedicated. The Town also needs the title documents from a current title search. These documents are necessary to ensure that the property being dedicated has no liens or other form of liabilities. Once these documents have been submitted and reviewed, the Town will prepare an ordinance which will be placed on a future Town Council meeting agenda for Town Council consideration. The Council's vote will be the ultimate determinant as to whether or not the Town accepts your proposed dedication.

One major point to consider is the current condition of your road. The Town's policy for accepting road right of way has condition provisions that have to be met. If the section of road in front of your house does not meet the acceptable standards you would be required to either pay a fee (based on current engineering estimates) or improve the road so it meets the standards. Engineering staff can provide a courtesy inspection of the road to help you make a more informed decision.

If you have any additional questions feel free to contact me. Have a good weekend.

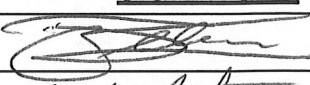
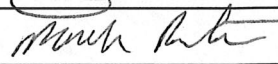
Rod Ley, PE, LEED AP
Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
T: (954) 343-7444
F: (954) 434-1490
rley@southwestranches.org

**TOWN OF SOUTHWEST RANCHES PETITION FOR DEDICATION OF
RIGHT OF WAY**

TO TOWN COUNCIL
TOWN OF SOUTHWEST RANCHES

The following resident of 186TH AVENUE (name of road), a private road, located in the Town of Southwest Ranches, near the intersection of GRIFFIN RD (name of nearest intersecting road), Southwest Ranches, hereby petition the Town Council to incorporate 186TH AVENUE (name of road) into the Town. The undersigned landowner, for themselves and their respective heirs, assigns and personal representatives, agree to provide sufficient private road right-of-way over their affected property as necessary for 186TH AVENUE (name of road) and to release and discharge the Town and each of its Council members, employees and agents, from all claims, loss, damages, causes of actions and liabilities arising out of any property damage caused by the Town's improvement of 186TH AVENUE (name of road).

Signed as of this 30TH day of APRIL, 2019.

<u>PRINT NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>SIGNATURE</u>
PATRICK GREAX	5301 SW 186TH AVE	954-554-4296	
MARITZA PESTANA	5301 SW 186TH AVE	954-205-9357	



"Su Casa is MiCasa's #1 Priority"

5400 S. University Drive, Suite 401, Davie, FL 33328
Tel: (954) 474-0101 Fax: (954) 474-3781

PROPERTY INFORMATION REPORT

FILE NO: PIR19-003

Search through: May 08, 2019

OWNER OF RECORD:

PATRICK GREAU and MARITZA PESTANA, husband and wife, by virtue of a Deed dated 4-30-2014 filed 5-19-2014 in Official Record Book 50786 Page 1710.

LEGAL DESCRIPTION:

A portion of Tract 18, in Section 36, Township 50 South, Range 39 East, according to the Plat of THE EVERGLADES LAND COMPANY'S SUBDIVISION of Section 36 and the South one-half (1/2) of Section 25, Township 50 South, Range 39 East, as recorded in Plat Book 1, Page 63, of the Public Records of Miami-Dade County, Florida, that lies within the West one-half (1/2) of the South one-half (1/2) of the North one-half (1/2) of the Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 36, Township 50 South, Range 39 East. Said land lying and being in BROWARD County, Florida.

MORTGAGE INFORMATION:

NONE

JUDGMENT AND LIEN INFORMATION:

1. **Notice of Commencement** filed 5-14-2018 in Instrument No. 115073407 of the Public Records of BROWARD County, Florida.

MISCELLANEOUS INFORMATION:

NONE

THE FOLLOWING NAMES HAVE BEEN SEARCHED:

PATRICK GREAX

MARITZA PESTANA

INFORMATIONAL NOTE FOR REFERENCE PURPOSES ONLY: Tax I.D.

503936-01-0132. 2018 Taxes were paid in the amount of \$ **12,288.92**. Gross amount of taxes were \$ **12,800.96**. HOMESTEAD exemption filed.

NOTE: Agent must compare this tax information with any current year tax bill that may be presented at, or prior to, closing. Agent must also search for county and municipal liens not recorded in the Public Records or the County Tax Collector's Office.

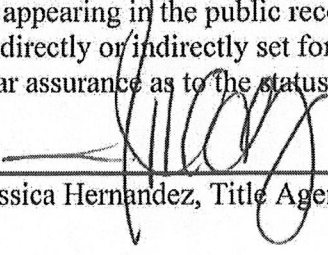
This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

The above-captioned property has been searched only by the above description and by no other description or name. This report purposely omits restrictions, easements, subdivision agreements and any reference to mortgages, judgments and/or liens that appear to be satisfied to be satisfied of record or have expired pursuant to Florida Statutes.

This report does not reflect those documents, if any, which may have been recorded prior (other than an assumed mortgage) or subsequent to the time period covered herein and which may disclose the possible existence of encumbrances, liens, rights interests or other matters which may affect the subject property.

This Company, in issuing this certificate, expressly disclaims any liability for the validity of any document or proceeding appearing in the public records and which constitutes a part of the chain of title. This certificate does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title.

SIGNATORY:



Jessica Hernandez, Title Agent

50786 @ 1710

Please Return To:
Shepard & Leskar, P.A.
100 NW 70th Ave.
Plantation, FL 33317
14-9574

Prepared by and return to :
David W. Leskar
Buyer's Title, Inc.
100 NW 70th Avenue
Plantation, FL 33317
File Number: 14-9574
Parcel Identification Number: 0936-01-0132

Space Above This Line For Recording Data

Warranty Deed

This Warranty Deed, made this April 30, 2014 between Daniel Margelu, a single man whose post office address is: 1715 Wiley Street, Hollywood, FL 33020 grantor, and Patrick Greaux and Maritza Pestana, husband and wife whose post office address is 5301 NW 136th Ave, Southwest Ranches, FL 33332* grantee: * 18451 NW 22ND STREET, PEMBROKE PINES, FL 33029

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following land, situate, lying and being in Broward County, Florida, to wit:

A portion of Tract 18, in Section 36, Township 50 South, Range 39 East, according to the Plat of THE EVERGLADES LAND COMPANY'S SUBDIVISION of Section 36 and the South one-half (1/2) of Section 25, Township 50 South, Range 39 East, as recorded in Plat Book 1, Page 63, of the Public Records of Miami-Dade County, Florida, that lies within the West one-half (1/2) of the South one-half (1/2) of the North one-half (1/2) of the Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 36, Township 50 South, Range 39 East. Said land lying and being in Broward County, Florida.

Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, reservations, limitations, easements of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

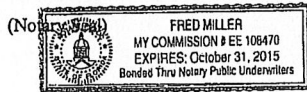
Signed sealed and delivered in our presence:

Witness Name: Patricia Hill
Witness Name: Munira Rodriguez

Daniel Margelu
Daniel Margelu

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 30 day of April, 2014 by: Daniel Margelu who ☐ are personally known to me or ☒ who has produced a FLORIDA'S LICENSE as Identification.



[Signature]
Notary Public
Printed Name:
My Commission Expires:

AFTER RECORDING - RETURN TO: PATRICK GREAX & MARITZA PESTANA
5301 SW 186TH AVE,
SOUTHWEST RANCHES, FL 33332

PERMIT NUMBER: SWR18-004158

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO.: 5039 36 01 0132

SUBDIVISION EVERGLADES LAND CO SUB 1-63 D 36-50-39 TR 18 S1/2 OF N1/2 OF W1/2 BLOCK TRACT LOT BLDG UNIT

2. GENERAL DESCRIPTION OF IMPROVEMENT:
Installation of grid-tied photovoltaic system

3. OWNER INFORMATION: a. Name Patrick Greaux and Maritza Pestana

b. Address 5301 SW 186th Ave, SW Ranches, FL 33332 c. Interest in property Owner

d. Name and address of fee simple titleholder (if other than Owner) N/A

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER: N/A (Owner-builder)

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT: N/A

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER: N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7, Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: N/A

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: N/A

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): , 20

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager
State of Florida
County of Broward

PATRICK GREAX
Print Name and Provide Signatory's Title/Office

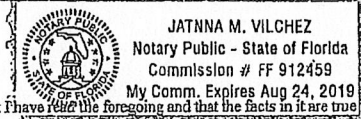
The foregoing instrument was acknowledged before me this 9th day of MAY, 2018

By Patrick Greaux, as OWNER
(name of person) (type of authority, ... e.g. officer, trustee, attorney in fact)

For (name of party on behalf of whom instrument was executed)

Personally known or ☒ produced the following type of identification: FL DRIVERS LICENSE

Notary



(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/ Director / Partner/Manager who signed above:

By Maritza Pestana

Rev. 08-09-07 (S. Recording)



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	5301 SW 186 AVENUE, SOUTHWEST RANCHES FL 33332	ID #	5039 36 01 0132
Property Owner	GREAU, PATRICK PESTANA, MARITZA	Millage	3413
Mailing Address	5301 SW 186 AVE SOUTHWEST RANCHES FL 33332	Use	01
Abbr Legal Description	EVERGLADES LAND CO SUB 1-63 D 36-50-39 TR 18 S1/2 OF N1/2 OF W1/2		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

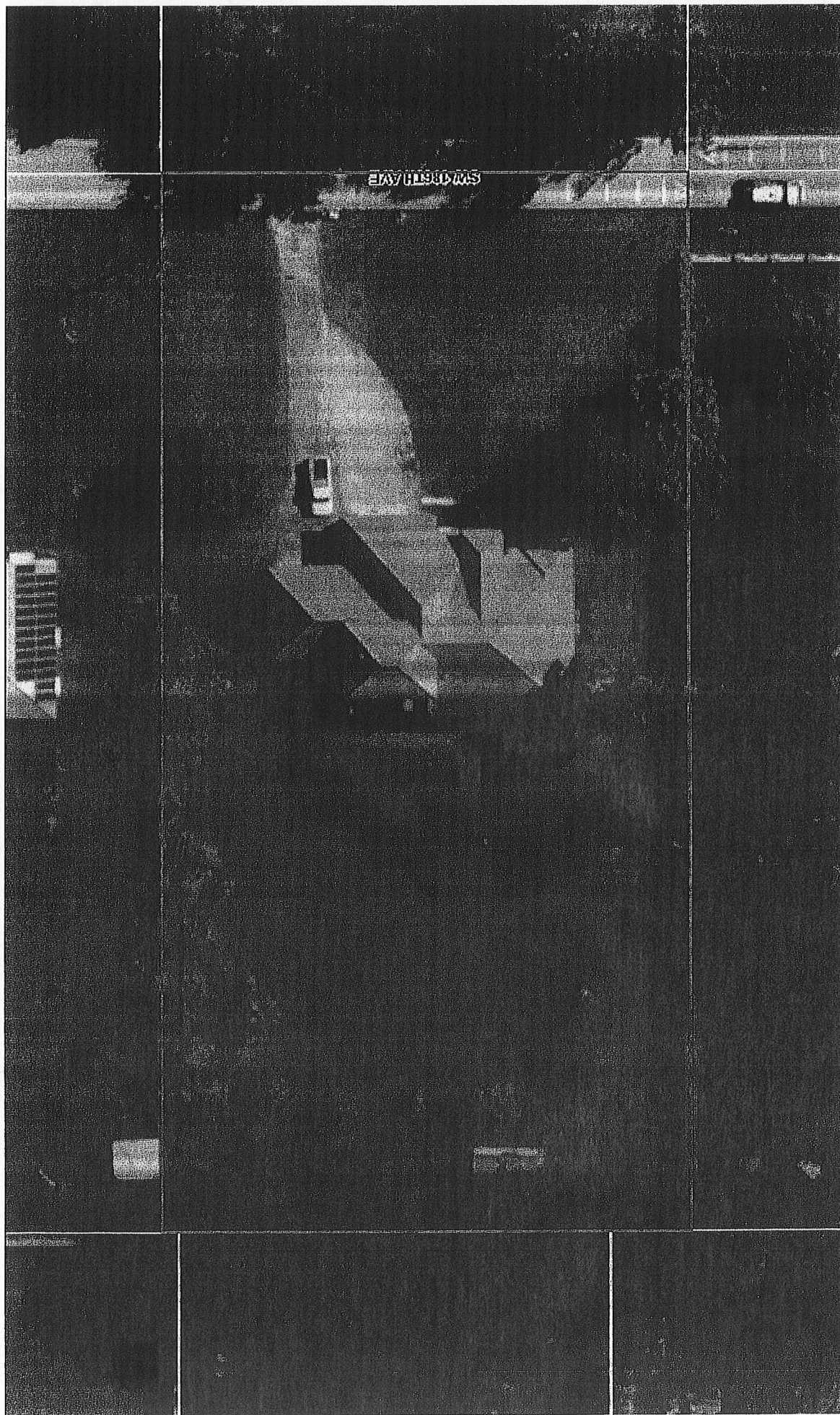
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$217,800	\$603,640	\$821,440	\$697,150	
2018	\$217,800	\$621,050	\$838,850	\$684,160	\$12,800.96
2017	\$163,350	\$56,300	\$219,650	\$139,960	\$2,846.84

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$821,440	\$821,440	\$821,440	\$821,440
Portability	0	0	0	0
Assessed/SOH 15	\$697,150	\$697,150	\$697,150	\$697,150
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$647,150	\$672,150	\$647,150	\$647,150

Sales History			
Date	Type	Price	Book/Page or CIN
4/30/2014	WD-Q	\$180,000	112294304
10/9/2013	WD-D	\$95,500	111884279
6/4/2007	QCD-T	\$100	44231 / 312
2/22/2007	DRR-T	\$100	43669 / 1591
9/27/2006	QCD	\$100	42853 / 1767

Land Calculations		
Price	Factor	Type
\$174,240	1.25	AC
Adj. Bldg. S.F. (Card, Sketch)		4051
Units/Beds/Baths		1/3/4
Eff./Act. Year Built: 2018/2017		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
34	9		9G					
R	1		9G					
1			1.25					



ay 10, 2019



IMPORTANT NOTICE: All unpaid 2018 Tax Bills are now Delinquent. Per Florida Statute, unpaid Real Estate accounts now include statutory 3% delinquency interest while unpaid Tangible Personal Property accounts will begin accruing statutory 1.5% delinquency interest each month. All delinquent accounts which remain unpaid on April 15th, will be advertised publicly and will be charged with additional statutory Advertising and Collection fees. The final deadline to make a payment and avoid the issuance of a Tax Certificate Lien against the property and additional statutory penalties, interests, and fees is: mailed payment must be received in the tax office by Wednesday May 22nd, 2019 at 5:00 PM (EST), and online payments must be placed by Wednesday May 22nd, 2019 at 6:00PM (EST).

After these payment deadlines, to allow for the reconciliation of the certificates sale and to updated account balances, NO payments will be accepted for 2019 delinquent accounts until approximately June 10, 2019.

No Partial Payments can be made on delinquent tax balances. Online payments can only be made for the full balance showing on the account.

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for all online credit or debit card transactions for payments on all eligible tax accounts. Credit and Debit card transactions will be charged 2.55% of the full payment amount (\$1.95 minimum fee). You will be shown and asked to approve the amount of any convenience fee before completing your payment and check-out process. There is NO FEE for making payment by the eCheck payment option.

LOCAL BUSINESS TAX PAYMENTS. After your online payment is completed and confirmed, please PRINT YOUR BUSINESS TAX RECEIPT from the link shown on the same payment receipt page. To request a printed receipt to be mailed to you, contact businesstax@broward.org.

If you need to request Wire Payment Instructions: email your request to revenue@broward.org.

Bill History — Real Estate Account At 5301 SW 186 AVE

Real Estate Account #503936-01-0132

Parcel details




































Latest bill

Full bill history

Print this page

There are no unpaid bills.

Amounts as of 05/10/2019

Bill	Balance	Status	Action
 2018 Annual Bill	\$0.00	11/29/2018 Paid \$12,288.92 Receipt #WWW-18-00078010	 Print (PDF)
 2017 Annual Bill	\$0.00	11/08/2017 Paid \$2,732.97 Receipt #WWW-17-00019864	 Print (PDF)
 2016 Annual Bill	\$0.00	11/16/2016 Paid \$2,550.84 Receipt #WWW-16-00031812	 Print (PDF)
 2015 Annual Bill	\$0.00	11/18/2015 Paid \$2,561.80 Receipt #WWW-15-00033083	 Print (PDF)
 2014 Annual Bill	\$0.00	11/16/2014 Paid \$4,113.97 Receipt #WWW-14-00022930	 Print (PDF)
 2013 Annual Bill	\$0.00	12/05/2013 Paid \$3,765.79 Receipt #05A-13-00002583 <i>Effective 11/29/2013</i>	 Print (PDF)
 2012 Annual Bill	\$0.00	11/30/2012 Paid \$3,608.15 Receipt #EEX-12-00000975	 Print (PDF)
 2011 Annual Bill	\$0.00	11/28/2011 Paid \$3,406.18 Receipt #EEX-11-00000060	 Print (PDF)
 2010 Annual Bill	\$0.00	10/05/2011 Paid \$5,380.15 Receipt #03B-11-00000179	 Print (PDF)
 Redeemed certificate #15838	Face \$5,118.00 Rate 0.25%	10/05/2011 Certificate redeemed 05/17/2011 Certificate issued 05/02/2011 Advertisement file created	
 2009 Annual Bill	\$0.00	06/28/2010 Paid \$4,981.99 Receipt #02A-09-00012779	 Print (PDF)
 Redeemed certificate #26047	Face \$4,738.80 Rate 0.25%	06/28/2010 Certificate redeemed 06/01/2010 Certificate issued 04/24/2010 Advertisement file created	
 2008 Annual Bill	\$0.00	03/13/2009 Paid \$7,079.10 Receipt #2008-1604153 <i>Effective 03/12/2009</i>	 Print (PDF)
 2007 Annual Bill	\$0.00	03/13/2009 Paid \$8,315.77 Receipt #2008-1604153 <i>Effective 03/12/2009</i>	 Print (PDF)
 Redeemed certificate #8433	Face \$7,670.35 Rate 10%	03/16/2009 Certificate redeemed 06/01/2008 Certificate issued 05/01/2008 Advertisement file created	
 2006 Annual Bill	\$0.00	11/28/2006 Paid \$6,331.80 Receipt #2006-6110762 <i>Effective 11/01/2006</i>	 Print (PDF)
 2005 Annual Bill	\$0.00	09/25/2006 Paid \$6,436.71 Receipt #2005-1608522 <i>Effective 09/22/2006</i>	 Print (PDF)
 Redeemed certificate #4174	Face \$6,124.25 Rate 0.25%	10/03/2006 Certificate redeemed 06/01/2006 Certificate issued 05/01/2006 Advertisement file created	
 2004 Annual Bill	\$0.00	09/25/2006 Paid \$5,745.36 Receipt #2005-1608522 <i>Effective 09/22/2006</i>	 Print (PDF)
 Redeemed certificate #3529	Face \$5,465.82 Rate 0.25%	10/03/2006 Certificate redeemed 06/01/2005 Certificate issued 05/01/2005 Advertisement file created	
Total Balance	\$0.00		There are no unpaid bills.



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IMPORTANT NOTICE: All unpaid 2018 Tax Bills are now Delinquent. Per Florida Statute, unpaid Real Estate accounts now include statutory 3% delinquency interest while unpaid Tangible Personal Property accounts will begin accruing statutory 1.5% delinquency interest each month. All delinquent accounts which remain unpaid on April 15th, will be advertised publicly and will be charged with additional statutory Advertising and Collection fees. The final deadline to make a payment and avoid the issuance of a Tax Certificate Lien against the property and additional statutory penalties, interests, and fees is: mailed payment must be received in the tax office by Wednesday May 22nd, 2019 at 5:00 PM (EST), and online payments must be placed by Wednesday May 22nd, 2019 at 6:00PM (EST).

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Real Estate Account At 5301 SW 186 AVE

Real Estate Account #503936-01-0132


Parcel details

Latest bill


Full bill history

2018	2017	2016	2015	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2018 Annual Bill

 Print this bill (PDF)


Broward County Records, Taxes & Treasury Div. Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number Alternate key Escrow code Millage code
 503936-01-0132 399964 — 3413

PAID 2018-11-29

\$12,288.92

Receipt #WWW-18-
00078010

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner
 GREAX,PATRICK
 PESTANA,MARITZA
 5301 SW 186 AVE
 SOUTHWEST RANCHES, FL 33332

Situs address
 5301 SW 186 AVE

Legal description
 EVERGLADES LAND CO SUB 1-63 D 36-50-39 TR 18 S1/2 OF N1/2 OF W1/2

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.47920	684,160	50,000	634,160	\$3,474.69
VOTED DEBT	0.18980	684,160	50,000	634,160	\$120.36
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.77500	684,160	25,000	659,160	\$3,147.49
CAPITAL OUTLAY	1.50000	684,160	25,000	659,160	\$988.74
VOTER APPROVED DEBT LEVY	0.12790	684,160	25,000	659,160	\$84.31
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.04170	684,160	50,000	634,160	\$26.44
OKEECHOBEE BASIN	0.13100	684,160	50,000	634,160	\$83.07
SFWM DISTRICT	0.12090	684,160	50,000	634,160	\$76.67
SOUTH BROWARD HOSPITAL	0.14140	684,160	50,000	634,160	\$89.67
CHILDREN'S SVCS COUNCIL OF BC	0.48820	684,160	50,000	634,160	\$309.60
TOWN OF SOUTHWEST RANCHES	4.83110	684,160	50,000	634,160	\$3,063.69
FL INLAND NAVIGATION	0.03200	684,160	50,000	634,160	\$20.29
Total	17.85820				\$11,485.02

Non-Ad Valorem Assessments

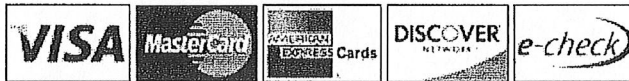
Levying authority	Rate	Amount
SOUTHWEST RANCHES FIRE ASSESSMENT		\$543.65
SOUTH BROWARD DRAINAGE 9G	@ 35.0000	\$35.00
Total		\$1,315.94

Levying authority	Rate	Amount
SOUTHWEST RANCHES SOLID WASTE ASSMT	@ 318.9500	\$318.95
SOUTHWEST RANCHES BULK WASTE ASSMT		\$418.34
Total		\$1,315.94

Combined taxes and assessments: \$12,800.96

If paid by: Nov 30, 2018
Please pay: \$0.00

PAID 2018-11-29
\$12,288.92
Receipt #WWW-
18-00078010
Print Receipt 



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BROWARD COUNTY

2018 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 399964

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
503936-01-0132		See Below	See Below	See Below	3413

GREAU, PATRICK
PESTANA, MARITZA
5301 SW 186 AVE
SOUTHWEST RANCHES, FL 33332

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

5301 SW 186 AVE
EVERGLADES LAND CO SUB 1-63 D
36-50-39
TR 18 S1/2 OF N1/2 OF W1/2

WWW-18-00078010 \$12,288.92
Paid By patrick greaux

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.47920	684,160	50,000	634,160	3,474.69
VOTED DEBT	0.18980	684,160	50,000	634,160	120.36
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.77500	684,160	25,000	659,160	3,147.49
CAPITAL OUTLAY	1.50000	684,160	25,000	659,160	988.74
VOTER APPROVED DEBT LEVY	0.12790	684,160	25,000	659,160	84.31
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.04170	684,160	50,000	634,160	26.44
OKEECHOBEE BASIN	0.13100	684,160	50,000	634,160	83.07
SFWMD DISTRICT	0.12090	684,160	50,000	634,160	76.67
SOUTH BROWARD HOSPITAL	0.14140	684,160	50,000	634,160	89.67
CHILDREN'S SVCS COUNCIL OF BC	0.48820	684,160	50,000	634,160	309.60
TOWN OF SOUTHWEST RANCHES	4.83110	684,160	50,000	634,160	3,063.69
FL INLAND NAVIGATION	0.03200	684,160	50,000	634,160	20.29

Total Millage: 17.85820

Ad Valorem Taxes:

\$11,485.02

NON - AD VALOREM TAXES		
Levying Authority	Rate	Amount
34 SOUTHWEST RANCHES FIRE ASSESSMENT		543.65
9G SOUTH BROWARD DRAINAGE 9G	@ 35.0000	35.00
SWH SOUTHWEST RANCHES SOLID WASTE ASSMT	@ 318.9500	318.95
SWR SOUTHWEST RANCHES BULK WASTE ASSMT		418.34

Non - Ad Valorem Assessments:

\$1,315.94

Combined Taxes and Assessments:

\$12,800.96

If Postmarked By	Nov 30, 2018				
Please Pay	\$0.00				

BROWARD COUNTY

2018 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 399964

Paid 11/29/2018 Receipt #

WWW-18-00078010

\$12,288.92

Paid By patrick greaux

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
503936-01-0132

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

GREAU, PATRICK
PESTANA, MARITZA
5301 SW 186 AVE
SOUTHWEST RANCHES, FL 33332

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Nov 30, 2018	\$0.00

Return with Payment

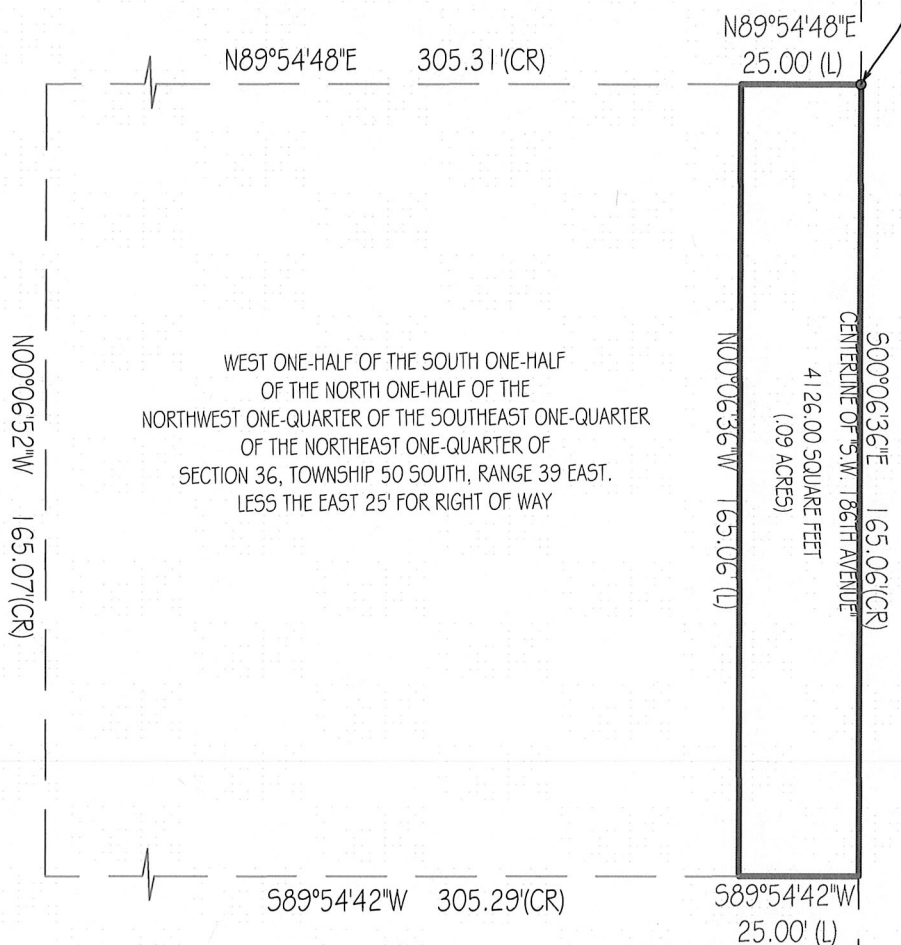
Please Pay Only One Amount



SCALE: 1"=40'

SKETCH OF DESCRIPTION

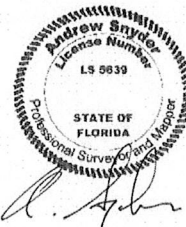
POINT OF BEGINNING
N.E. CORNER OF THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE
NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE
NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST.



WEST ONE-HALF OF THE SOUTH ONE-HALF
OF THE NORTH ONE-HALF OF THE
NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER
OF THE NORTHEAST ONE-QUARTER OF
SECTION 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST.
LESS THE EAST 25' FOR RIGHT OF WAY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION
SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS
SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN
CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE
CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT
THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS
SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025,
FLORIDA STATUTES.



Digitally signed by Andrew
Snyder
DN: c=US, o=Landtec Surveying
Inc,
ou=A01427E00000165B49526FC
00006EA1, cn=Andrew Snyder
Adobe Acrobat version:
2019.012.20034

SIGNED:

DATE: 05/08/2019

ANDREW SNYDER PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
REGISTRATION No. 5639 (NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
MAPPER SHOWN ABOVE)

LEGAL DESCRIPTION:

THE EAST 25 FEET OF THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE
NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF
SECTION 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE
NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 50 SOUTH,
RANGE 39 EAST; THENCE S00°06'36"E ALONG THE CENTERLINE OF "S.W. 186TH AVENUE" A DISTANCE OF 165.06 FEET TO THE S.E. CORNER OF
THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER
OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST; THENCE S89°54'42"W ALONG THE SOUTH LINE OF
SAID PARCEL A DISTANCE OF 25 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF "S.W. 186TH AVENUE"; THENCE N00°06'36"W
ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 165.06 FEET TO A POINT; THENCE N89°54'48"E A DISTANCE OF 25 FEET TO THE POINT OF
BEGINNING. SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID DESCRIBED PARCEL OF LAND CONTAINING 4126 SQ. FT. (0.09 ACRES)

Landtec Surveying offers services throughout the State of Florida. Please refer to our website at
www.LandtecSurvey.com for up to date information about our locations and coverage area.

This survey has been issued by the following Landtec Surveying office:

600 Fairway Drive - Ste. 101

Deerfield Beach, FL. 33441

Office: (561) 367-3587 Fax: (561) 465-3145

www.LandtecSurvey.com

LEGEND:

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.B. - PLAT BOOK
P.G. - PAGE
B.C.R. - BROWARD COUNTY RECORDS

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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
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 2/27/2020
SUBJECT: Accepting a ROW Dedication from 6401 SW 188th Avenue

Recommendation

To place this item on the agenda for Council consideration and approval to accept a right-of-way (ROW) dedication for the Fiscal Year 2019-2020 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program during FY 2015 with the goal of preserving and extending the life of the Town's paved streets.

On January 9, 2020, the Town Council awarded a contract to GPE Engineering & General Contractor Corp. to resurface the roadways and re-shape of drainage swales on SW 188th Avenue, SW 63rd Street, and SW 61st Court and the following side streets: Stirling Road; SW 57th Court; SW 54th Place; SW 51st Manor; SW 186th Way.

A section of ROW is missing from 6401 SW 188th Avenue, and the homeowner has completed all the necessary documentation to dedicate the ROW.

Town Staff has determined that it is in the best interest of the Town to accept title to the land for the purpose of a public road right-of-way and for drainage and accept the perpetual maintenance obligation of the ROW.

Fiscal Impact/Analysis

The condition of the right-of-way being dedicated at 6401 SW 188th Avenue is currently not acceptable. As per the Town's policy, the roadway base within the limits of ROW to be dedicated must be improved to a level acceptable to the Town. In lieu of performing the work themselves, the homeowner opted to write a check to the Town to cover the exact cost of the Town's contractor to rework the base for this respective section of roadway. The total cost is of the reimbursement is \$1,299.23.

Staff Contact:

Rod Ley, PE, LEED AP, CPESC, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
SW 188 Avenue ROW Dedication 364752~1 FINAL-TA Approved	2/21/2020	Resolution
Exhibit	1/29/2020	Exhibit

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ACCEPTING A PUBLIC RIGHT OF WAY DEDICATION ALONG SW 188th AVENUE; ACCEPTING THE PERPETUAL MAINTAINANCE OBLIGATION OF SAID PUBLIC RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain residents along SW 188th Avenue in the Town of Southwest Ranches own to the center of the existing roadway; and

WHEREAS, certain residents along SW 188th Avenue have agreed to convey the land depicted and legally described in Exhibit "A", attached hereto and made a part hereof, for purposes of use as a public road right-of-way (hereinafter referred to as the "Land"); and

WHEREAS, Town Staff has determined that it is in the best interest of the Town to (i) accept title to the Land for the purpose of a public road right-of-way (ROW) and for drainage; and (ii) accept the perpetual maintenance obligation of the ROW.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the conveyance of title for the Land to the Town, by the execution and delivery of a Quit Claim Deed(s) from the residents who currently own the Land, or portions thereof.

SECTION 3. The Town Council hereby approves the dedication of the Land as a public a right-of-way to be used for ingress/egress, drainage and utilities.

SECTION 4. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to accept and record any and all documents as may be required in connection with effecting the foregoing resolutions, including but not limited to the Quit Claim Deeds; affidavits; Partial Releases of Mortgages and any other documents required to further effectuate the intent of this Resolution.

SECTION 5. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 27th day of February, 2020, on a motion by

_____, seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

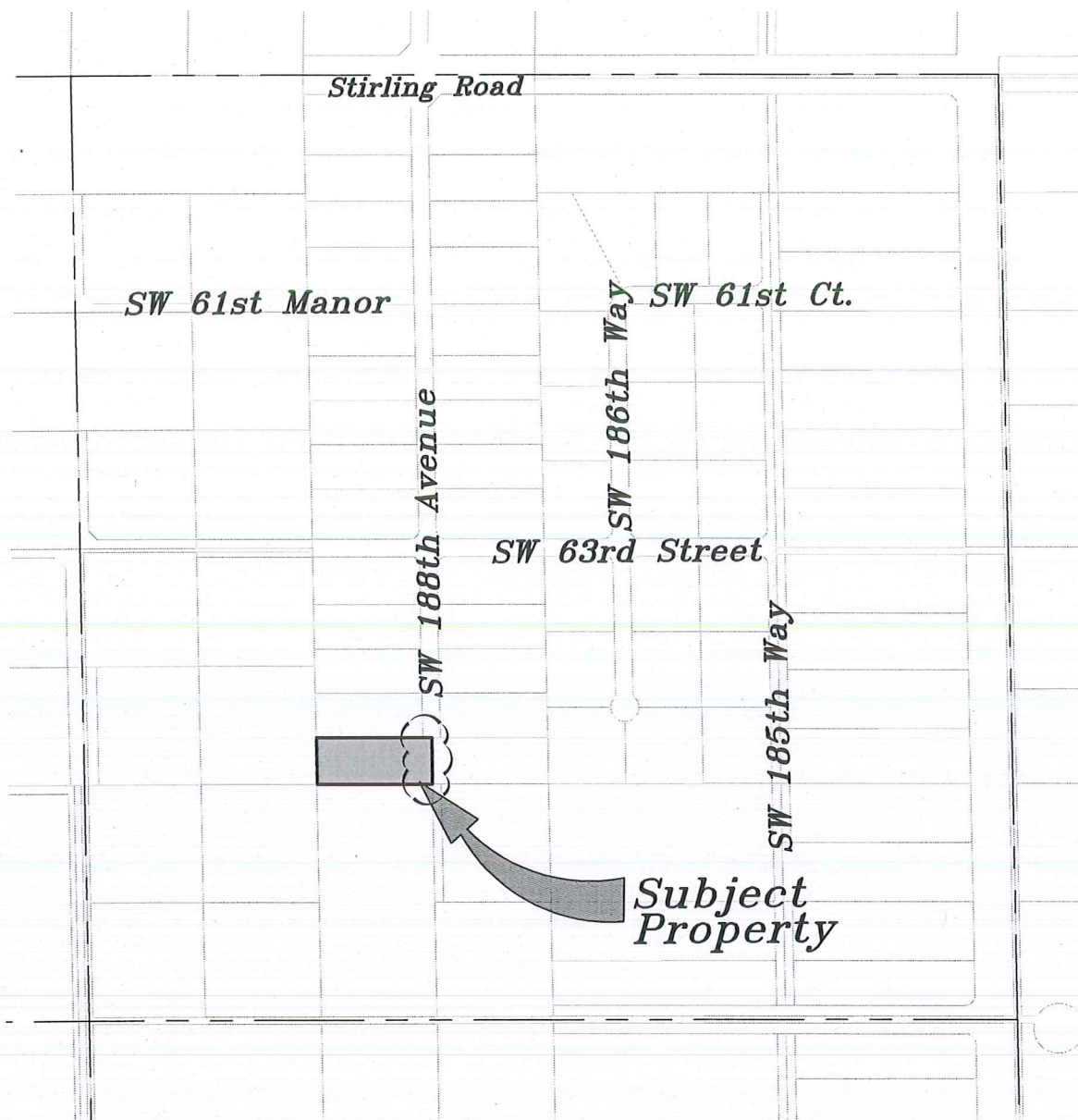
Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
36601497.1

EXHIBIT A

THE EASTERLY 25.00 FEET OF THE WEST ½ OF THE SOUTH 131.00 FEET OF TRACT 19, "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 51 SOUTH, RANGE 39 EAST", AS RECORDED IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NE 1/4 - SECTION 01, TOWNSHIP 51 SOUTH, RANGE 39 EAST
LOCATION MAP



SCALE 1"=500'

1 INCH = 500 FEET

SHEET 1 OF 3 SHEETS

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. _____

DATE: 01/09/2019

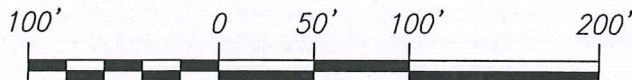
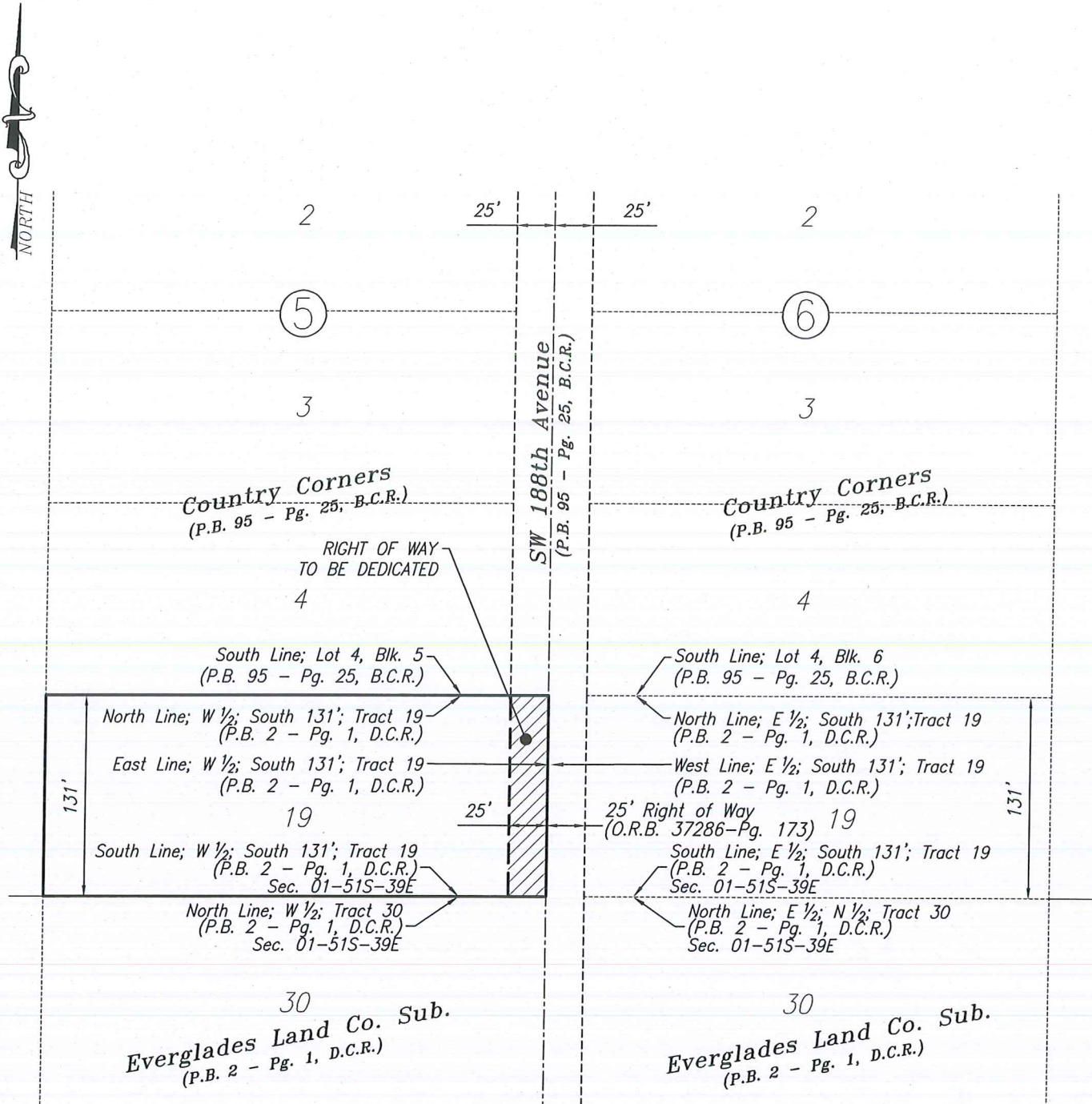
THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=100'

1 INCH = 100 FEET

SHEET 2 OF 3 SHEETS

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025

PHONE No. (954) 435-7010

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FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

The Easterly 25.00 feet of the West $\frac{1}{2}$ of the South 131.00 feet of Tract 19, "The Everglades Land Company's Subdivision of Section 1, Township 51 South, Range 39 East", as recorded in Plat Book 2, at Page 1, of the Public Records of Dade County, Florida. Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida.

SHEET 3 OF 3 SHEETS



Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. _____

DATE: 01/19/2019

THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS



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

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

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 2/27/2020
SUBJECT: Lewin Water Agreement

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

Background

Robert Lewin ("Owner") is the owner of two properties lying within the Town of Southwest Ranches at 13000 Lewin Lane and 13001 Lewin Lane. The Owner is constructing two single family homes. The Owner is desirous of obtaining water services for the properties, however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to the Owner, or to any other property owner within the Town of Southwest Ranches whose property is within the vicinity of the proposed utility services and is desirous of obtaining water services from the City of Cooper City.

As a condition, and in consideration, of this Resolution being adopted, the Owner and others

seeking water services from the City of Cooper City agree that he/she/it/they shall solely be responsible for all costs of connecting to the water services from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, PE, LEED AP, CPESC, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Lewin Utility Agreement Reso - TA Approved	2/21/2020	Resolution
Revised TA Approved 22520 - 13000 Lewin Lane Water Agreement	2/25/2020	Resolution
Revised TA Approved 22520 - 13001 Lewin Lane Water Agreement	2/25/2020	Resolution

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICE TO 13000 LEWIN LANE AND 13001 LEWIN LANE, TWO 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert Lewin ("Owner"), is constructing two single family homes 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 service for his homes, however, water service is not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide these two homes with water service, and is willing to provide such service to the Owner; and

WHEREAS, the Owner is desirous of obtaining water service 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 provided that Broward County's new water and sewer connectivity regulations exempts homes currently located in the Rural Estates and Rural Ranches land use categories from mandatory connection; and

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water service to 13000 Lewin Lane and 13001 Lewin Lane, provided that no further expansion of service shall be permitted without the explicit written consent of the Town, and provided that such connection shall not occur until and unless Broward County adopts a new water and sewer connectivity regulation that exempts from mandatory connection homes currently located in the Rural Estates and the Rural Ranches land use categories.

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 27th day of February 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Signatures on Following Page

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
36601483.1

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WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: _____ Robert Lewin _____
(NAME OF OWNER)

LOCATION: _____ 13000 Lewin Lane, Southwest Ranches, FL 33330 _____

THIS AGREEMENT effective this ____ day of _____, 20____, 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 Robert Lewin, an individual with a property address of 13000 Lewin Lane, 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 ~~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 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 service 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 (water) 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 @ \$ 1,316.00 Per ERC
Total ERC's 8 (WATER)

OWNER has paid to CITY the sum of \$ \$10,528.00 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 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 capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water 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 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 within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water 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 water line to property and install 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.

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 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 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, 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. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

13000 Lewin Lane
SW Ranches, 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____.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

OWNER

BY: _____

DATE: _____

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.

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My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

BY: _____

MAYOR _____

DATE: _____

CITY CLERK

Approved as to legal form:

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(NAME OF OWNER)

LOCATION: _____ 13001 Lewin Lane, Southwest Ranches, FL 33330 _____

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FOR THE CITY OF COOPER CITY

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

FOR THE OWNER

13001 Lewin Lane
SW Ranches, FL 33330

FOR THE TOWN OF _____

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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____.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

OWNER

BY: _____
DATE: _____

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:

NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

CITY CLERK

BY: _____
MAYOR _____
DATE: _____

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

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

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 2/27/2020
SUBJECT: Arin Water Agreement

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- C. Reliable Public Safety
- D. Improved Infrastructure

Background

Esra Arin ("Owner") is the owner of a property lying within the Town of Southwest Ranches located at 12901 Stirling Road. The Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to the Owner, or to any other property owner within the Town of Southwest Ranches whose property is within the vicinity of the proposed utility services and is desirous of obtaining water services from the City of Cooper City.

As a condition, and in consideration, of this Resolution being adopted, the Owner and others seeking water services from the City of Cooper City agree that he/she/it/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.

Fiscal Impact/Analysis

None

Staff Contact:

Rod Ley, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Arin-WaterReso_-_Final- TA Approved	2/21/2020	Resolution
Arin Water Agreement	2/21/2020	Agreement

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICE TO 12901 STIRLING ROAD, A SINGLE FAMILY HOME 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Esra Arin("Owner"), has a single family home 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 service for his home, however, water service is not available from the Town of Southwest Ranches; and

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

WHEREAS, the Owner is desirous of obtaining water service 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 provided that Broward County's new water and sewer connectivity regulations exempts homes currently located in the Rural Estates and Rural Ranches land use categories from mandatory connection; and

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water service to 12901 Stirling Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town, and provided that such connection shall not occur until and unless Broward County adopts a new water and sewer connectivity regulation that exempts from mandatory connection homes currently located in the Rural Estates and the Rural Ranches land use categories.

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 27th day of February 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Signatures on Following Page

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: _____ Esra Arin _____
(NAME OF OWNER)

LOCATION: _____ 12901 Stirling Road, Southwest Ranches, FL 33330 _____

THIS AGREEMENT effective this ____ day of _____, 20____, 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 Robert Lewin, an individual with a property address of 13000 Lewin Lane, 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 ~~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 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 service 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 (water) 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 @ \$_____ Per ERC
Total ERC's 1 (WATER)

OWNER has paid to CITY the sum of _____

\$_____ 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 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 capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water 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 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 within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water 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 water line to property and install 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.

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 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 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, 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. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

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____.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

OWNER

BY: _____
DATE: _____

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:

NOTARY PUBLIC STATE OF FLORIDA

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

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

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 2/21/2020
SUBJECT: Leeds Water Agreement

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- C. Reliable Public Safety
- D. Improved Infrastructure

Background

Scott and Teresa Leeds ("Owner") are the owners of a property lying within the Town of Southwest Ranches located at 5801 SW 130th Avenue. The Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to the Owner, or to any other property owner within the Town of Southwest Ranches whose property is within the vicinity of the proposed utility services and is desirous of obtaining water services from the City of Cooper City.

As a condition, and in consideration, of this Resolution being adopted, the Owner and others seeking water services from the City of Cooper City agree that he/she/it/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.

Fiscal Impact/Analysis

None

Staff Contact:

Rod Ley, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
LeedsWaterReso_-_Final-TA Approved.doc	2/21/2020	Resolution
Leeds Water Agreement	2/21/2020	Agreement

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICE TO 5801 SW 130 AVENUE, A SINGLE FAMILY HOME 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Scott and Teresa Leeds("Owner"), have a single family home 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 service for their home, however, water service is not available from the Town of Southwest Ranches; and

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

WHEREAS, the Owner is desirous of obtaining water service 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 provided that Broward County's new water and sewer connectivity regulations exempts homes currently located in the Rural Estates and Rural Ranches land use categories from mandatory connection; and

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water service to 5801 SW 130th Avenue, provided that no further expansion of service shall be permitted without the explicit written consent of the Town, and provided that such connection shall not occur until and unless Broward County adopts a new water and sewer connectivity regulation that exempts from mandatory connection homes currently located in the Rural Estates and the Rural Ranches land use categories.

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 27th day of February 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Signatures on Following Page

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
36601484.1

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WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: _____ Scott W. Leeds _____
(NAME OF OWNER)

LOCATION: _____ 5801 SW 130th Avenue, Southwest Ranches, FL 33330 _____

THIS AGREEMENT effective this ____ day of _____, 20____, 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 Robert Lewin, an individual with a property address of 13000 Lewin Lane, 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 ~~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 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 service 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 (water) 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 @ \$_____ Per ERC
Total ERC's 1 (WATER)

OWNER has paid to CITY the sum of _____

\$_____ 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 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 capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water 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 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 within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water 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 water line to property and install 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.

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 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 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, 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. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

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____.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

OWNER

BY: _____
DATE: _____

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:

NOTARY PUBLIC STATE OF FLORIDA

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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