



Cooper City Commission Meeting Agenda Item Request Form

Date: 11/9/16
Requesting Commissioner/Department: Utilities
Commission Regular Meeting Date: 12/13/16
Commission Workshop Meeting Date: _____

BID/RFP # _____ New Renewal

Contract name/description: _____

AGENDA

Presentation Consent Regular Discussion

BACKGROUND & RECOMMENDATION (attach backup material to Item Request Form)

This is a recommendation for Commission approval of a Water & Sewer Developer's Agreement for water service for Xiomara Gallego, 3850 NW 94 Avenue, Royal Palm Ranches.

GENERAL LEDGER ACCOUNT NUMBER(S) AND AMOUNT(S):

N/A

APPROVALS:

Finance Director _____ City Manager _____ City Clerk _____

RESOLUTION NO. 16-12-7

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A WATER AND SEWER DEVELOPER'S AGREEMENT FOR WATER SERVICE FOR XIOMARA GALLEGO, 3850 NORTHWEST 94 AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That the Mayor and City Clerk be and hereby are authorized to execute a Water and Sewer Developer's Agreement for water services with Xiomara Gallego, 3850 Northwest 94 Avenue, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of December, A.D., 2016.

GREG ROSS
Mayor

ATTEST:

SUSAN POLING
City Clerk

ROLL CALL

Mayor Ross _____
Commissioner Sims _____
Commissioner Mallozzi _____
Commissioner Curran _____
Commissioner Green _____



COOPER CITY UTILITIES DEPARTMENT MEMORANDUM

DATE: November 9, 2016
TO: Bruce Loucks, City Manager
FROM: Michael F. Bailey, P.E., Utilities Director/City Engineer *MB*
SUBJECT: **Water and Sewer Developer's Agreement**

This is a recommendation for Commission approval of the attached Water & Sewer Developer's Agreement for water service for Xiomara Gallego, 3850 NW 94 Avenue, Royal Palm Ranches, Cooper City.

Included are checks in the amount of \$1,636 for water (\$1,316-1 ERC Water/\$220 Meter/\$100 deposit).

Please place this matter on the next available City Commission Agenda for their review and approval.

Attachments

cc: Susan Poling, City Clerk/Dir. Admin. Svc.
Joanne Hooks, Finance Department w/atts.

WATER AND SEWER AGREEMENT

FOR SINGLE FAMILY HOMEOWNER

FOR: Xiomara Gallego
(NAME OF OWNER)

LOCATION: 3850 NW 94 Ave
Cooper City FL 33024

THIS AGREEMENT effective this 9 day of November, 2016, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter call "CITY"

Xiomara Gallego and

hereinafter called "OWNER"

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

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

WHEREAS, the 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____.

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.

PART II OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission.

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# _____ Units X 1 ERC's Per Unit @ \$1,316 Per ERC
Total ERC's 1 (WATER)

~~CONTRIBUTION (SEWER)~~

~~Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's _____ (SEWER)~~

OWNER has paid to CITY the sum of Thirteen Hundred and Sixteen dollars
\$ 1,316.00 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

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

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY.

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

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

E. OWNER'S RESPONSIBILITY

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

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein 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 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 and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems 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 held harmless 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

Xiomara Gallego
3850 NW 94 Ave
Cooper City, FL 33024

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

DATE: _____

CITY CLERK

Approved as to form

BY: _____
CITY MANAGER

DATE: _____

CITY ATTORNEY

OWNER

BY: *Thomas D. Pellegrin*

DATE: 11-9-14

Laura Diller
WITNESS

MF B...
WITNESS

STATE OF FLORIDA)

COUNTY OF BROWARD) SS

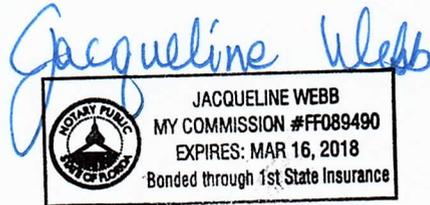
BEFORE ME personally appeared _____

Xiomara Gallego 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 she executed said instrument for the purposes therein expressed.

2016. WITNESS my hand and official seal, this 9th day of November,

JACQUELINE WEBB
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



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.

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

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



**City of Cooper City
Utilities Customer Service
Application For Utility Services
Residential/Commercial**

Name of Applicant: Xiomara Gallego
The security deposit placed on this account will be refunded only to the above applicant.

Service Address: 3850 NW 94 Ave, Cooper City FL 33024

Have you ever had an account with The City of Cooper City before? Yes No ()

Previous Cooper City Address: 3850 NW 94 Ave

Driver's License # G420-957-74521-0 OR State ID # Florida

Verified Driver's License by: _____

Local Business Tax ID # _____ Contact Person: _____

Primary Phone Number: _____ Cell Number: _____

Do you own or lease your business location? _____

Property Owner Information for Rental Properties

Property Owner's Name: _____

Owner's Address: _____

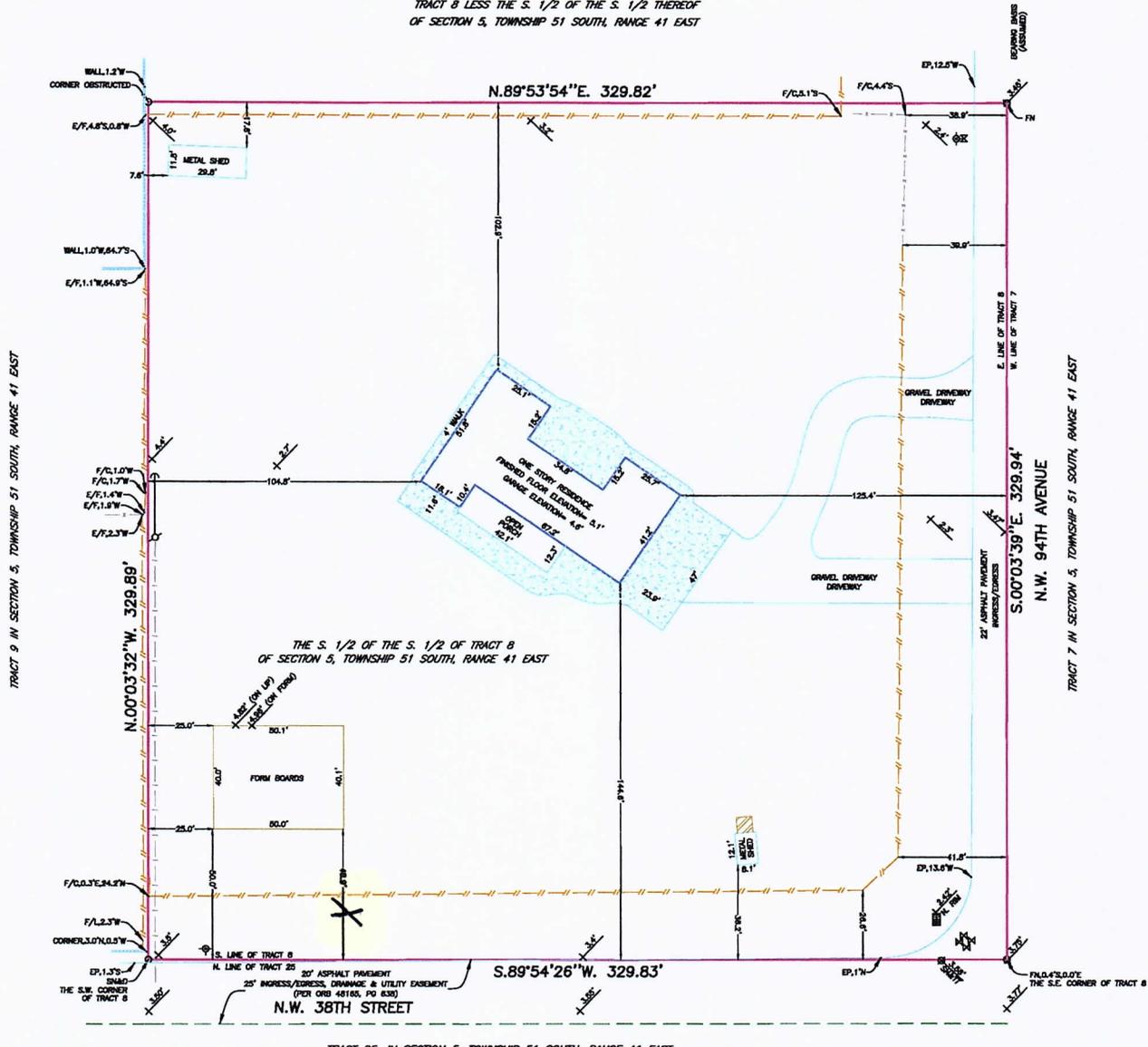
Owner's Phone Number: _____

Date Lease Began _____
M/D/Y

Term of Lease _____
M/D/Y

Signature: _____ Date: _____

TRACT 8 LESS THE S. 1/2 OF THE S. 1/2 THEREOF
OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 41 EAST



TRACT 25, IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 41 EAST

LEGAL DESCRIPTION
THE SOUTH HALF (SOUTH 1/2) OF THE SOUTH HALF (SOUTH 1/2) OF TRACT 8, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE AND BEING IN BROWARD COUNTY, FLORIDA.

CERTIFIED TO:
XOMARA GALLEGO
PROPERTY ADDRESS:
3850 NW 94TH AVENUE
COOPER CITY, FL 33024
BOUNDARY SURVEY
INVOICE # 38206SF
SURVEY DATE 10/14/18
SPOT ON FORM BOARDS 11/02/18
FLOOD ZONE AH-5.0'
MAP DATE 08/19/18
MAP NUMBER 120032 0545H



SURVEYOR'S NOTES
1. BEARS OF BEARINGS AS INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE SHOWN.
6. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
7. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN ENLARGED TO MORE CLEARLY ILLUSTRATE THE CONTROL THE LOCATION OF THE IMPROVEMENTS ON A SCALED POSTINGS.
8. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
9. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 6.7\"/>

ABBREVIATIONS
BLDG CORNER BUILDING CORNER
C/S CONCRETE SLAB
D/C DRAINAGE CURB
E/C ELECTRICAL CABLE
F/C FENCE CORNER
G/C GUY ANCHOR
H/C HANDHOLE
I/C IRON ROD
L/C LIGHT CABLE
M/C METAL SHED
P/C POOL EQUIPMENT
P/LD PAVED DRIVEWAY
P/W PAVED WALK
R/C ROAD CORNER
S/C SCHEDULED PORCH
S/W SCHEDULED WALK
T/C TIE CORNER
W/C WATER METER
W/V WATER VALVE
W/W WATER WELL

LEGEND
CABLE JUNCTION BOX
CATCH BASIN
CLEAN OUT
CONTROL VALVE
ELECTRIC SERVICE
FIRE HYDRANT
FPLD PAD
GLY ANCHOR
HANDHOLE
POOL EQUIPMENT
POWER/LIGHT POLE
SPRINKLER SYSTEM
WATER METER
WATER VALVE
WELL
BRICK PAVERS
CENTERLINE
CONCRETE/CHWT
CONCRETE WALL
ELEVATION
METAL FENCE
OVERHEAD WIRES
WOOD DECK/DOCK
WOOD FENCE

ATLANTIC COAST
SURVEYING, INC.
Paul J. Stowell
PAUL J. STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 8241
ATLANTIC COAST SURVEYING, INC.
8129 STERLING RD SUITE 2 DAVE, FLORIDA 33314
OFFICE: 954.567.2100 FAX: 954.567.5418

