

RECEIVED
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REMETERING AGREEMENT BY:

THIS AGREEMENT is made and entered into this 26 day of October, 2020, by and between the City of Lauderhill, a municipal corporation with principal offices located at 5581 West Oakland Park Boulevard, Lauderhill, Florida 33313 (hereinafter "CITY") and Wingona Simmonds (hereinafter "OWNER"), to provide for remetering of water meters on the property known as 5700 NW 14 St Lauderhill located at 5700-5704 NW 14 St Lauderhill, FL 33313 (hereinafter "PROPERTY").

WHEREAS, the City Commission of the City of Lauderhill passed Ordinance No. 000-5-28 amending The Code of Ordinances Section 21-46 to allow a property owner, pursuant to express written agreement only, to install individual water meters, in order to separately bill each Individual User based upon actual consumption; and

WHEREAS, OWNER is the lawful owner of the PROPERTY described above; and

WHEREAS, OWNER desires to install individual water meters for each Unit (hereinafter "SUBMETERS") on the PROPERTY;

WHEREAS, REMETERING shall mean the resale of water service by use of a SUBMETER by an OWNER at a rate or charge which does not exceed the OWNER'S actual purchase price from the CITY; and

NOW, THEREFORE, in consideration of the terms and conditions, provisions, covenants and promises hereinafter set forth, the Parties agree that:

1. The foregoing Whereas clauses are true and correct and are hereby incorporated herein by reference thereto.
2. The CITY consents to the use of REMETERING on the subject PROPERTY, subject to the limitations set forth in this Agreement, in Chapter 21 of the Code of Ordinances of the City of Lauderhill, in any Federal, State, and Local Law or Administrative Rule, the South Florida Building Code, all as may be amended from time to time, the American Water Works Association ("AWWA"), and any applicable developer's agreement for the PROPERTY.

3. OWNER is solely responsible for all costs associated with the REMETERING of the water meters on the PROPERTY, including, but not limited to, the cost of the installation of all water SUBMETERS and associated plumbing and shall obtain all required permits prior to the installation of same.

4. The use of SUBMETERS shall be limited to the purpose of allocating the direct cost of water and sewer service to Individual Users, and should be billed at a rate consistent with the rate billed by the City, as provided in Section 21-47 of the City Code, as may be amended from time to time. At no time shall the OWNER be permitted to charge an Individual User more than the actual direct cost of the water and sewer consumption by that Individual Unit.

5. OWNER will read the SUBMETERS on a periodic schedule and use the readings to determine the water use among the Individual Units, and others who shall be lawfully entitled to receive same.

6. OWNER shall test and inspect all SUBMETERS within the time intervals recommended by the American Water Works Association ("AWWA") for the applicable size and type of SUBMETER, by a facility that is accredited and in compliance with AWWA Standards. In addition, SUBMETERS shall be tested for accuracy of flow rates and test flow quantities in accordance with applicable AWWA Standards. No SUBMETER shall be placed into service unless it has been tested by a certified testing facility to comply with AWWA Standards for accuracy. OWNER agrees to perform a test of the accuracy of a SUBMETER upon reasonable request by the CITY.

7. OWNER is strictly prohibited from charging rates greater than those charged by the CITY. However, in addition to the direct costs of the water and sewer services provided to the Individual User, the OWNER shall be entitled to charge a nominal fee to the Individual User to compensate for actual costs to the OWNER for preparation of billing and paperwork as can be justified by the OWNER. The CITY reserves the right, but not the obligation, to audit the prorated bills distributed to the Individual Users to verify that the aggregate amount charged to the Individual Users is not greater than the direct amount charged to the OWNER by the CITY. OWNER agrees to supply billing information to the CITY as requested.

8. OWNER shall pay CITY an annual fee of Five Dollars (\$5.00) per unit on the PROPERTY for monitoring and auditing said REMETERING system as

necessary. Said PROPERTY being composed of 2 units, which results in a total annual fee due in the amount of \$ 10.27. This annual fee is due by October 30th each year. Upon thirty (30) days written notice, the CITY reserves the right to increase this annual fee if the CITY's direct cost to provide its services under this Agreement increases.

9. OWNER shall distribute information regarding the REMETERING to all Individual Users who will receive distributed utility bills. Included in that information will be the name and phone number of the appropriate OWNER'S representative to whom all billing inquiries can be directed.

10. Upon reasonable request of an Individual User, OWNER shall make the following available for the Individual User's inspection:

- a. the direct billing from the CITY to the OWNER for the current month and the twelve (12) preceding months.
- b. the calculation for the billing for the current month and the twelve (12) preceding months.
- c. All SUBMETER readings and user billings for the Individual Unit for the current month and the twelve (12) preceding months.
- d. All SUBMETER test results for the Individual Unit for the current month and the twelve (12) preceding months.

11. OWNER shall abide by all provisions set forth in Chapter 21 of the Code of Ordinances of the City of Lauderhill, any Federal, State, and Local law or Administrative Rule, and the South Florida Building Code, all as may be amended from time to time, the American Water Works Association, and any applicable developer's agreement for the PROPERTY.

12. This AGREEMENT can be revoked at any time by the CITY for failure of the OWNER to comply with any provision of this Agreement, at which time OWNER shall immediately cease and desist all REMETERING activities. In addition, should OWNER fail to comply with any provision of this Agreement, the OWNER shall be fined at a rate of Two Thousand Five Hundred Dollars (\$2,500.00) per day per violation. Should OWNER fail to cure said violation within forty-five days after receipt of written notice by the CITY of said violation, the CITY shall have the right to remove all REMETERING devices from the PROPERTY. Said notice shall be deemed effective five (5) days after mailing. The CITY shall not be liable for any costs associated with

the removal of said REMETERING devices and shall not be responsible for the reconnection or reinstallation of any such devices. OWNER shall reimburse CITY for the actual costs incurred by the CITY to remove said devices. OWNER shall not be permitted to continue REMETERING activities until the CITY has issued a written notice that said violation has been satisfactorily cured.

13. The CITY shall in no way be liable or responsible for any problems with the water or sewer services which are caused by the REMETERING of the PROPERTY; OWNER shall solely bear all related responsibility and costs in order to ensure the prompt provision of water and sewer services to the Individual User.

14. The OWNER, its officers, directors, members, employees, volunteers, assistants, agents, successors, and assignees shall be an independent contractor and at no time shall be considered an employee or agent of the CITY. The OWNER hereby agrees at no time to represent or cause to be represented that they are employees or agents of the CITY.

IN WITNESS WHEREOF, the Parties have made and executed this Re-metering Agreement on the respective dates indicated below.

Attest:

City Clerk
Andrea Anderson

CITY OF LAUDERHILL



City Manager, Desorae Giles-Smith

Date: 11/2/2020

5700-5704 NW 14 St

OWNER

Winsome Simmonds
(Print Name of Property)

Winsome
(Signature of Owner/Duly Authorized Representative)

Winsome Simmonds
(Print Name of Owner/Duly Authorized Representative)

Date: 10-26-20

Witness

Phinola Amos
(Signature)
Phinola Amos
(Print Name)



Site Address	5700-5704 NW 14 STREET, LAUDERHILL FL 33313	ID #	4941 35 06 1650
Property Owner	SIMMONDS, WINSOME A	Millage	1912
Mailing Address	PO BOX 6104 FORT LAUDERDALE FL 33310-6104	Use	08
Abbr Legal Description	FERN SUB NO ONE 55-5 B LOT 6 BLK 8		

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)**.

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021	\$20,510	\$197,010	\$217,520	\$147,750	
2020	\$20,510	\$197,270	\$217,780	\$134,320	
2019	\$20,510	\$173,950	\$194,460	\$122,110	\$4,526.14

2021 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$217,520	\$217,520	\$217,520	\$217,520
Portability	0	0	0	0
Assessed/SOH	\$147,750	\$217,520	\$147,750	\$147,750
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$147,750	\$217,520	\$147,750	\$147,750

Sales History			
Date	Type	Price	Book/Page or CIN
7/23/2010	WD-Q-SS	\$75,000	47265 / 1218
9/17/1999	WD	\$90,000	29866 / 551
3/1/1994	QCD	\$100	21952 / 193
10/1/1987	WD	\$69,000	
5/1/1976	WD	\$38,000	

Land Calculations		
Price	Factor	Type
\$3.00	6,835	SF
Adj. Bldg. S.F. (Card, Sketch)		1849
Units		2
Eff./Act. Year Built: 1969/1968		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
19								
R								
2								

Business Information - Update - LIVE

File Edit Actions Details Links Help



Business Information

Business Number 15359 Transfer Date



Holds: 0 Notes: 5

Business Name * SIMMOND, WINSOME



Within Jurisdiction

Balance Information

License Due

License Credit

License Balance

Tax Due

Tax Credit

Tax Balance

Total Balance

HardCopy Ctrl-Alt-P ST



City/State/Zip LAUDERHILL FL 33313

FOLIO NBR 494135061650 3

Business Contact Information

Use Default

Mailing Address Other - PO BOX 6104



Business Detail

Business Status * O - Open



Date Established 07/13/2011



Date Closed



Tax ID

Products

Services RENTAL

Distance

City/State/Zip FORT LAUDERDALE FL 33310

Phone (954) 748-5108

Email

Owner/Contact Information | Defined Fields | State Defined | License Information | History

Primary Owner Information

Owner Name * SIMMOND, WINSOME



Use Default

Address Other - PO BOX 6104



Primary Contact

Name

Address

City/State/Zip

Phone

Email

City/State/Zip FORT LAUDERDALE FL 33310

Phone Other - (954) 748-5108



Prepared by and return to:
SUSAN T. RHODES
Attorney at Law
Surealty Title, Inc.
2400 North University Drive Suite 200
Pembroke Pines, FL 33024
954-680-5959
File Number: 210-004B

[Space Above This Line For Recording Date]

Warranty Deed

This Warranty Deed made this 23 day of July, 2010 between Vincent Swaby, a single man whose post office address is 22580 Blue Fin Trail, Boca Raton, FL 33428, grantor, and Winsome A. Simmonds, a single woman whose post office address is 5700 NW 14th Street, Lauderhill, FL 33313, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said 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 described land, situate, lying and being in Broward County Florida to-wit:

Lot 6, Block 8, FERN SUBDIVISION NUMBER ONE, according to the Plat thereof, as recorded in Plat Book 55, Page 5, of the Public Records of Broward County, Florida.

Parcel Identification Number: 494135-06-1650

Subject to taxes for 2010 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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, 2009.

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: Marilyn Gallucci

Witness Name: Larry Beardford

Vincent Swaby (Seal)
Vincent Swaby

DoubleTimes

2

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 23 day of July, 2010 by Vincent Swaby, who is personally known or has produced a driver's license as identification.

[Notary Seal]



Marilyn K. Gallington
Notary Public

Printed Name: Marilyn K. Gallington

My Commission Expires: 7/21/12



CITY OF LAUDERHILL

RE-METERING INVOICE

DATE 10-26-2020

OWNER'S NAME: Winsome Simmonds

COMPANY NAME: Winsome Simmonds

SERVICE ADDRESS: 5700-5704 NW 14 St
Lauderhill FL 33313

UTILITY ACCOUNT #: 3125200-0

TELEPHONE # 754-457-4503

RE-METERING FEE APPLICATION: \$25.00

MAKE CHECKS PAYABLE TO: THE CITY OF LAUDERHILL

DUPLICATE RECEIPT
CITY OF LAUDERHILL
RECVD BY: CLAIRE 01000419219
PAYOR: 5700-5704 NW 14 ST
TODAY'S DATE: 10/26/20
REGISTER DATE: 10/26/20 TIME: 12:37
DESCRIPTION AMOUNT
CUST ID: 3125200-0
RE METERING \$25.00

TOTAL DUE: \$25.00
TENDERED: \$25.00
CHANGE: \$.00
MONEY ORDER: \$25.00
REF NUM: 2213465307

CODE# 791

ACCOUNT NUMBER: 401-343-283