

## REMETERING AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of August, 2019, 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 \_\_\_\_\_, (hereinafter "OWNER"), to provide for remetering of water meters on the property known as Inverrary House, located at 3363 Spanish Moss Terr Lauderhill, FL 33319, (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 7 units, which results in a total annual fee due in the amount of \$ 35.00 . This annual fee is due by October 30<sup>th</sup> 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 Lauderdale, 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.

**CITY OF LAUDERHILL**

Attest:

  
\_\_\_\_\_  
City Manager, Desorae Giles-Smith

\_\_\_\_\_  
City Clerk  
Andrea Anderson

Date: 10-20-20

**OWNER**

BYRON HARRIOTT  
(Print Name of Property)

Byron Harriott  
(Signature of Owner/Duly Authorized Representative)

\_\_\_\_\_  
(Print Name of Owner/Duly Authorized Representative)

Date: 10-7-2020

Witness:

[Signature]  
(Signature)

Janice Hartman  
(Print Name)



**MARTY KIAR**  
**BROWARD**  
 COUNTY  
 PROPERTY APPRAISER

<b>Site Address</b>	3363 SPANISH MOSS TERRACE #1-6, LAUDERHILL FL 33319	<b>ID #</b>	4941 23 03 0010
<b>Property Owner</b>	HARRIOTT, BYRON A	<b>Millage</b>	1912
<b>Mailing Address</b>	3363 SPANISH MOSS TER APT 4 LAUDERHILL FL 33319	<b>Use</b>	08
<b>Abbr Legal Description</b>	INVERRARY RACQUET CLUB SEC ONE 71-10 B TR A		

**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	\$99,960	\$565,430	\$665,390	\$616,270	
2018	\$99,960	\$766,430	\$866,390	\$657,190	\$18,337.28
2017	\$99,960	\$699,230	\$799,190	\$611,730	\$16,998.79

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$665,390	\$665,390	\$665,390	\$665,390
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH 10</b>	\$616,270	\$616,270	\$616,270	\$616,270
<b>Homestead 100%, NCU=22%</b>	\$25,000	\$25,000	\$25,000	\$25,000
<b>Add. Homestead</b>	\$25,000	0	\$25,000	\$25,000
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$566,270	\$591,270	\$566,270	\$566,270

Sales History			
Date	Type	Price	Book/Page or CIN
5/28/2009	QCD-T	\$100	46258 / 1628
9/25/2002	QCD	\$100	33999 / 1116
3/9/2001	WD	\$405,000	31368 / 603
7/1/1989	WD	\$450,000	16630 / 192
5/1/1986	WD	\$301,000	

Land Calculations		
Price	Factor	Type
\$3.00	33,320	SF
<b>Adj. Bldg. S.F. (Card, Sketch)</b>		9989
<b>Units</b>		6
<b>Eff./Act. Year Built: 1982/1972</b>		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
19								
R								
6								

DUPLICATE RECEIPT

CITY OF LAUDERHILL

RECVD BY: CM082919 01000395955

PAYOR: 3363 SPANISH MOSS T

TODAY'S DATE: 08/29/19

REGISTER DATE: 08/29/19 TIME: 12:27

DESCRIPTION AMOUNT

CUST ID:414000-0

RE METERING \$25.00

TOTAL DUE: \$25.00

TENDERED: \$25.00

CHANGE: \$.00

CHECK ; \$25.00

REF NUM: 3677

**City of Lauderhill Utilities Department  
Time and Charges - Spanish Moss Terrace Re-Metering**

Labor	Name	Date	Date	Date	Date	Date	Date	Date	Date	Date	Hours	Cost Per Hr.	Total
Utility Service Worker 1	E. Cross	9/10/2018									4	\$30.00	\$120.00
Utility Service Worker 1	M. Owens										4	\$30.00	\$120.00
Utility Service Worker 3	K. Strachan										4	\$50.00	\$200.00
Utility Service Worker 3	B. Lovett										4	\$50.00	\$200.00
Utility Service Worker 4	L. Coachman											\$50.00	\$
Heavy Equipment Operator											4	\$60.00	\$240.00
Foreman	J. Griffin										2	\$65.00	\$130.00
Equipment											Hours		
Excavator	Cat VE 658										4	\$200.00	\$800.00
Dump Truck	652										4	\$200.00	\$800.00
Pick up Trucks	677										0	\$200.00	\$
Pick up Trucks	682										0	\$200.00	\$
Pick up Trucks	270										0	\$200.00	\$
Pick up Trucks	289										0	\$200.00	\$
Pick up Trucks											0	\$200.00	\$
Water Pumps	1										4	\$100.00	\$400.00
Street Saw	1										1	\$100.00	\$100.00
Hand Tools	1										4	\$100.00	\$400.00
Skid Steer	1										4	\$100.00	\$400.00
Material											Amount	Cost / Item	
2" corporation stop											0	\$122.00	\$0.00
6"x2" tapping saddle											0	\$54.00	\$0.00
curbstones											7	\$52.00	\$364.00
100' roll 2" poly pipe											0	\$88.00	\$0.00
2"x1" joke											1	\$112.00	\$112.00
U-branches											2	\$110.00	\$220.00
5/8 meters											7	\$125.00	\$875.00
Credit 2" meter											1		(\$525.00)
Restoration													
Sod Replacement											1	\$190.00	\$0.00
Asphalt											0	\$71.00	\$0.00
											Total	\$	\$ 4,956.00

DUPLICATE RECEIPT  
CITY OF LAUDERHILL 02000670538  
RCVD BY: ALEECIA  
PAYOR: BRYON HARRIOTT  
TODAY'S DATE: 10/07/20  
REGISTER DATE: 10/07/20 TIME: 09:56  
DESCRIPTION AMOUNT  
CUST ID: 4104000-0  
MISCELLANEOUS REVENUE \$4,956.00  
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TOTAL DUE: \$4,956.00  
TENDERED: \$4,956.00  
CHANGE: \$.00  
CHECK : \$4,956.00  
REF NUM: 3739