



City of Lauderhill Utility

RE-METERING AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of February, 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

The sembler Company (Sembler Family Partnership #41 Ltd) +,

(hereinafter "OWNER"), to provide for re-metering of water meters on the property known as

Commercial Boulevard Shoppes +,

located at 7936 West Commercial BLVD. Lauderhill, Florida 33351 +,

(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 for Individual Consumer Units, in order to separately bill each Individual User based upon his/her 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 Individual Consumer 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 Consumer Unit.
- #5.** OWNER will read the SUBMETERS on a periodic schedule and use the readings to determine the water use among the Individual Consumer 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 1 units, which results in a total annual fee due in the amount of \$ 5.00. 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 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 Remetering Agreement on the respective dates indicated below.



CITY OF LAUDERHILL

ATTEST:

City Manager, Charles Faranda

City Clerk
Andrea M. Anderson

Date: _____



OWNER

Commercial Boulevard Shoppes
(Name of Property)

Gregory S. Sembler
(Signature)

Gregory S. Sembler
(Print Name and Title)

727.384.1000
(Phone #)

Date: 2.13.20

Witness:

Helen M. Camp
(Signature)

Helen M. Camp
(Print Name)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Partnership
 SEMBLER FAMILY PARTNERSHIP #41, LTD.

Filing Information

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Last Event LP CERTIFICATE OF CORRECTION
Event Date Filed 05/16/2007
Event Effective Date NONE

Principal Address

5858 CENTRAL AVENUE
 ST. PETERSBURG, FL 33707

Mailing Address

5858 CENTRAL AVENUE
 ST. PETERSBURG, FL 33707

Registered Agent Name & Address

SEMBLER, GREGORY S
 5858 CENTRAL AVENUE
 ST. PETERSBURG, FL 33707

General Partner Detail

Name & Address

Document Number P05000031019

SEMBLER RETAIL II, INC.
 5858 CENTRAL AVENUE
 ST. PETERSBURG, FL 33707

Annual Reports

Report Year	Filed Date
2018	04/11/2018
2019	01/15/2019
2020	01/10/2020

Document Images

01/10/2020 -- ANNUAL REPORT	View image in PDF format
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04/11/2018 -- ANNUAL REPORT	View image in PDF format
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05/01/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
05/16/2007 -- LP Statement of Corr.	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
06/08/2005 -- Domestic LP	View image in PDF format

Florida Department of State, Division of Corporations

DUPLICATE RECEIPT
CITY OF LAUDERHILL
RECVD BY: CLAIRE 01000407352
PAYOR: SEMBLER FAMILY
TODAY'S DATE: 03/11/20
REGISTER DATE: 03/11/20 TIME: 16:14
DESCRIPTION AMOUNT
CUST ID:7936 W COMMERCIAL BLVD
RE METERING \$25.00

TOTAL DUE: \$25.00
TENDERED: \$25.00
CHANGE: \$.00
CHECK : \$25.00
REF NUM: 0000002273

1637

copy to
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Abbot Municipal Center

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