



FEB 14 2024

City of Lauderhill Utility

RE-METERING AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of February, 2024

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

Fortune First 51 LLC

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

5630 NW 15 St., Units 1-3, Lauderhill

located at 5630 NW 15 St., Units 1-3, Lauderhill

(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 3 units, which results in a total annual fee due in the amount of \$ 15. 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 Remetering Agreement on the respective dates indicated below.



CITY OF LAUDERHILL

ATTEST:

City Manager, Desorae Giles-Smith

City Clerk
Andrea M. Anderson

Date: _____



DUPLICATE RECEIPT
CITY OF LAUDERHILL
RECVD BY: CLAIRE 01000488747

PAYOR: 5630 NW 15 ST #1-3
TODAY'S DATE: 02/14/24
REGISTER DATE: 02/14/24 TIME: 17:38
DESCRIPTION AMOUNT
CUST ID: 401-343-283 \$25.00
RE METERING -----

TOTAL DUE: \$25.00
TENDERED: \$25.00
CHANGE: \$.00
VISA : \$25.00
REF NUM: 75456611

OWNER

5630 NW 15 ST, Units 1-3, Lauderhill
(Name of Property)

[Signature]
(Signature)

Father Spence
(Print Name and Title)

954-696-5108
(Phone #)

Date: 2/14/2024

Witness:
[Signature]
(Signature)



CITY OF LAUDERHILL

RE-METERING INVOICE

DATE 2/14/2023

OWNER'S NAME: Faith Spencer

COMPANY NAME: Fortune First 51 LLC

SERVICE ADDRESS: 5630 NW 15 St, Units 1-3
Lauderhill

UTILITY ACCOUNT #: 3110000-0

TELEPHONE # 954-696-5108

RE-METERING FEE APPLICATION: \$25.00

MAKE CHECKS PAYABLE TO: THE CITY OF LAUDERHILL

CODE# 791

ACCOUNT NUMBER: 401-343-283

Start new search

Certify Copies?

Book Type: O Official Records
Book / Page: /
Instrument Number: 118852849

Search Results

Record Date: 5/12/2023 3:56:49 PM
Book Type: O - Official Records
Book / Page: /
Instrument Number: 118852849

Number Of Pages: 2

Doc Type: D - Deed Transfers of Real Property

Grantor: DAUKAS, PHILIP F
DAUKAS, MARIA M

Grantee: FORTUNE FIRST 51 LLC

Consideration: \$530,000.00

Case Number:

Mtg Assumption Amt: 0.0000

Legal: FERN SUB NO ONE 55-5 B LOT 8 BLK 1

ParcelID: 494135060080
[Property Appraiser](#)
[Property Map](#)
[Tax Collector](#)

Instr# 118852849 , Page 1 of 2, Recorded 05/12/2023 at 03:56 PM
Broward County Commission
Deed Doc Stamps: \$3710.00

Prepared by and return to:
Howard E Henriquez, Esq.

Citadel Title & Escrow Company, LLC
1515 N. University Drive Suite 118
Coral Springs, FL 33071
954-795-3857
File Number: CT23.063

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11th day of May, 2023 between Philip F. Daukas and Maria M. Daukas, husband and wife whose post office address is 19 Jordan Drive, South Weymouth, MA 02196, grantor, and Fortune First 51, LLC, a Florida limited liability company whose post office address is 7154 N. University Drive, Suite 240, Tamarac, FL 33321, grantee:

(Whoever read herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the predecessors 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 8, Block 1, FERN SUBDIVISION NUMBER ONE, according to the map or plat thereof as recorded in Plat Book 55, Page 5, Public Records of Broward County, Florida.

Parcel Identification Number: 4941 35 06 0080

Property Address: 5630 NW 15th Street, Units #1 through #3, Landerhill, Florida 33313

Subject to taxes for 2022 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, 2022.

DoubleTime®



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