

REMETERING AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of February, 2023, by and between the City of Lauderdale, a municipal corporation with principal offices located at 5581 West Oakland Park Boulevard, Lauderdale, Florida 33313 (hereinafter "CITY") and Raymond Brave & Jeannette Michel, (hereinafter "OWNER"), to provide for remetering of water meters on the property known as _____, located at 5301 & 5305 NW 17th St Lauderdale, FL 33313, (hereinafter "PROPERTY").

WHEREAS, the City Commission of the City of Lauderdale 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 Lauderdale, 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 \$ _____. 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 OF LAUDERHILL


City Manager, Desorae Giles-Smith

City Clerk
Andrea Anderson

Date: 4/27/23.

OWNER

5301 & 5305 NW 17th St. Lauderdale FL. 33313
(Print Name of Property)

[Signature]
(Signature of Owner/Duly Authorized Representative)

[Signature]
(Print Name of Owner/Duly Authorized Representative)

Date: 2/9/23

Witness:

[Signature]
(Signature)

Teresa Beas

(Print Name)

Lauderhill Code Enforcement Board Hearing Mitigation Presentation

Property Address: 5000 NW 17 CT

Owner Name: Verol Stewart H/E Norma Henlon

X This is a fine mitigation request, for the fine amount of \$52,027.17

Just Market Value (BPCA) \$364,710.00

CE# 07090114 0 0

Date of NOV: 9/12/2007

Date of hearing: 10/23/2007

Ordered to correct the violation(s) by 12/15/07 12/31/07

Violation was corrected on 6/30/2009

\$85.00 administrative paid **Yes** No

For Official Use Only

Fine Mitigation Request: **Approved** **Denied**

Comments:

Liens are for the following:

It shall be unlawful for any person to park, store, leave, or place abandoned property on public or private property. All building exterior wall surfaces shall be painted - clean and/or paint building to be free of discoloration.

Recommended mitigation amount is (5)% of \$57,027.17 + \$165.00 admin fee + \$0.00 HC

Recommend mitigating lien to \$5,867.72



April Skinner, Chief Code Enforcement Officer

02/14/23

Date

Desorae Giles-Smith, City Manager

Date



CODE ENFORCEMENT

2/13/2023

Verol Stewart H/E Norma Henlon
5000 NW 17 Court
Lauderhill, FL 33313

CE# 07090114 0 0

To Whom It May Concern:

The City of Lauderhill has approved your mitigation request for the code enforcement lien on the property located at **5000 NW 17 CT** Lauderhill. The approved mitigated amount is **\$5,867.72** . Payment is due within 30 days or the lien will revert to the original amount plus interest and administrative costs.

Please make checks payable to "City of Lauderhill" and mail to:
Lauderhill Code Enforcement
Attn: Mitigations-Claire Pierre
5581 West Oakland Park Boulevard
Lauderhill, Florida 33313

The normal processing time for mailed checks is approximately 30 days from receipt of payment to release of lien.

In order to expedite processing, you may hand deliver a cashier's check made payable to the "City of Lauderhill".

If you have any questions or need more information, contact us at mitigations@lauderhill-fl.gov.

Sincerely,

April Skinner
Chief Code Enforcement Officer



CITY OF LAUDERHILL

RE-METERING INVOICE

DATE 2/15/2023

OWNER'S NAME: Brave, Raymond / Michel Jeannette

COMPANY NAME: _____

SERVICE ADDRESS: 5301 NW 17th ST
Lauderhill, FL, 33313

UTILITY ACCOUNT #: 3314301-0

TELEPHONE # 954-627-2667

RE-METERING FEE APPLICATION: \$25.00

MAKE CHECKS PAYABLE TO: THE CITY OF LAUDERHILL

CODE# 791

ACCOUNT NUMBER: 401-343-283

CITY OF LAUDERHILL
REC'D BY: KERISHA 02000690736
PAYOR: 5301 NW 17 ST
TODAY'S DATE: 02/15/23
REGISTER DATE: 02/15/23 TIME: 15:46
DESCRIPTION AMOUNT
CUST ID: 401-343283
RE METERING \$25.00
TOTAL DUE: \$25.00
TENDERED: \$25.00
CHANGE: \$.00
CASH : \$25.00
REF NUM: