

WATER AND SEWER AGREEMENT

FOR SINGLE FAMILY HOMEOWNER

FOR: Jamel Lopez, Jarel Lopez, Ana Peña, Michelle Lopez
(NAME OF OWNER)

LOCATION: 3701 NW 100th Avenue Cooper City, FL 33024

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter call "CITY"

And

Jamel Lopez, Jarel Lopez, Ana Peña, Michelle Lopez

hereinafter called "OWNER"

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, OWNER desires to procure water service or sewage disposal service or both from CITY for the PROPERTY; and

WHEREAS, the parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, the City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term City Commission shall refer to the City of Cooper City Commission.

PART II OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 2.5 ERC's Per Unit @ \$1,390.82 Per ERC, plus installation charge \$460.00, and deposit \$120.00 for a total of \$4,057.05

Total ERC's 2.5 (WATER)

CONTRIBUTION (SEWER)

Residential# 0 Units X 0 ERC's Per Unit @ _____ Per ERC

Total ERC's 0 (SEWER)

OWNER has paid to CITY the sum of \$4,057.05

\$4,057.05 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide water line to property and install meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations. The "Clean-out" for the lateral shall be at the property or easement line.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, **damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY** shall not constitute a breach of the provisions contained herein nor impose liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be held harmless from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER
Jarel Lopez
3701 NW 100th Avenue
Cooper City, FL 33024

Ana Peña
Michelle Lopez
Jamel Lopez

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

BY: _____
MAYOR GREG ROSS

DATE: _____

ATTEST:

CITY CLERK


BY: _____
CITY MANAGER

DATE: _____

Approved as to form

CITY ATTORNEY

OWNER

BY: 
Ana Peña *Ana Peña*

BY: Jarel Lopez *Michelle Lopez*
DATE: 5-6-2024 *Jarel Lopez*

Noah Shih *1816 NW 5th street*
WITNESS *Plantation, FL 33317* *Noah Shih*

Marry Ross *9889 NW 2nd st*
WITNESS *Plantation 33324* *Marry Ross*

STATE OF FLORIDA)

COUNTY OF BROWARD) SS

BEFORE ME personally appeared Michelle Lopez

Jamel Lopez Jarel Lopez Ann Penn to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Jarel Lopez executed said instrument for the purposes therein expressed.

2024. WITNESS my hand and official seal, this 7th day of AUGUST

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:
9/27/2026

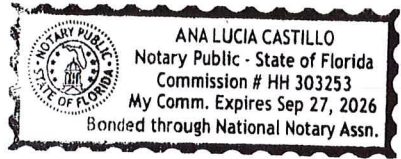
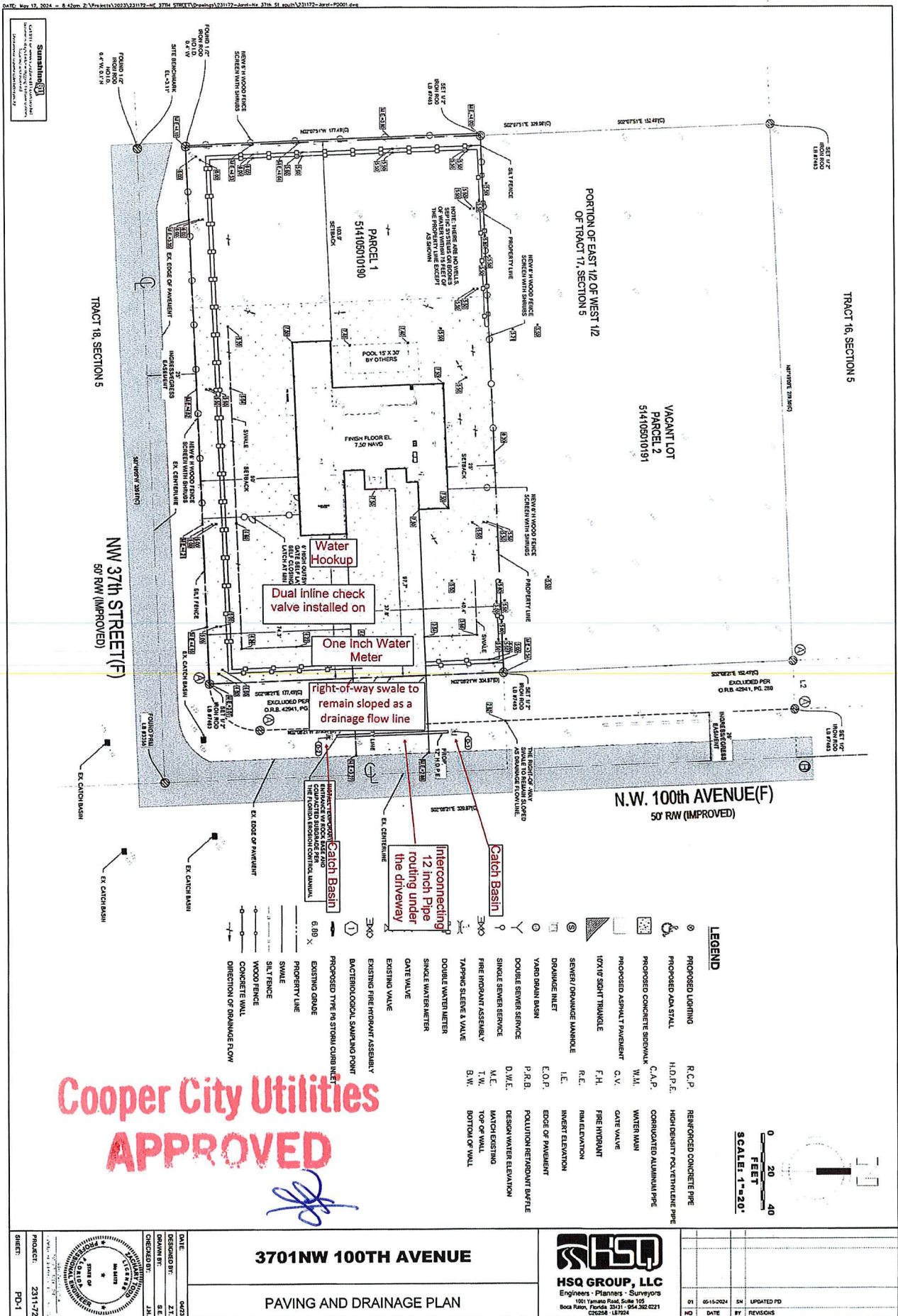


EXHIBIT B

DATE: May 17, 2024 - 8:42m 2:\Projects\2023\231172-HC_3701_NW100\Drawings\231172-dwg-no-3701_51.dwg\231172-dwg-no-3701.dwg



Stamping
 CS 3114 - State of Florida Professional Seal
 License No. 12547
 Date of Expiration 06/30/2025
 State of Florida Department of Business and Professional Regulation

Legend
 PROPOSED LIGHTING
 PROPOSED ADA STALL
 PROPOSED CONCRETE SIDEWALK
 PROPOSED ASPHALT PAVEMENT
 10X14" SIGHT TRIANGLE
 SEWER / DRAINAGE MANHOLE
 DRAINAGE INLET
 YARD DRAIN BASIN
 DOUBLE SEWER SERVICE
 SINGLE SEWER SERVICE
 FIRE HYDRANT ASSEMBLY
 TAPPING SLEEVE & VALVE
 DOUBLE WATER METER
 SINGLE WATER METER
 GATE VALVE
 EXISTING VALVE
 EXISTING FIRE HYDRANT ASSEMBLY
 BACTERIOLOGICAL SAMPLING POINT
 PROPOSED TYPE RA STORM CURB INLET
 EXISTING GRABE
 PROPERTY LINE
 SWALE
 SALT FENCE
 WOOD FENCE
 CONCRETE WALL
 DIRECTION OF DRAINAGE FLOW

LEGEND
 R.C.P.
 H.O.P.E.
 C.A.P.
 W.M.
 C.V.
 F.H.
 R.E.
 I.E.
 E.O.P.
 P.R.B.
 D.W.E.
 M.E.
 T.W.
 B.W.
 REINFORCED CONCRETE PIPE
 HIGH DENSITY POLYETHYLENE PIPE
 CORRUGATED ALUMINUM PIPE
 WATER MAIN
 GATE VALVE
 FIRE HYDRANT
 MAN ELEVATION
 INVERT ELEVATION
 EDGE OF PAVEMENT
 POLLUTION RETARDANT CURB
 DESIGN WATER ELEVATION
 MATCH EXISTING
 TOP OF WALL
 BOTTOM OF WALL

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Cooper City Utilities
APPROVED

[Signature]

3701NW 100TH AVENUE
PAVING AND DRAINAGE PLAN

HSQ GROUP, LLC
 Engineers - Planners - Surveyors
 1501 15th Street, Suite 100
 Boca Raton, Florida 33431 - 954-362-0221
 05/15/2024

NO	DATE	BY	REVISIONS
01	05-15-2024	SM	UPDATED PD

DATE	04/23
DESIGNED BY	Z.T.
DRAWN BY	S.E.
CHECKED BY	J.H.

PROJECT: 2311-72
 SHEET: PD-1