

RESOLUTION NO 23-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AND SEWER DEVELOPER'S AGREEMENT FOR WATER SERVICES OUTSIDE OF THE CITY LIMITS TO EMMAUS PROPERTY HOLDINGS LLC, LOCATED AT 12550 LURAY ROAD, WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR 8 ERCs, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cooper City ("City") is the owner of the Utility system and provides water distribution and sewage collection services ("Services"); and

WHEREAS, Emmaus Property Holdings LLC ("Owners") have real property in the Town of Southwest Ranches, as described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the "Owners" have requested that the "City" provide their property with water services; and

WHEREAS, the property of the "Owners" is located in Southwest Ranches but is within the area where the "City" provides water services; and

WHEREAS, there is sufficient capacity in the "City's" Utility system to provide water services to this property; and

WHEREAS, Section 19-107 of the City Code requires the “Developer” or “Owner” to execute a Water and Sewer Developer’s Agreement and pay contribution charges to the “City” before the “Services” could be provided; and

WHEREAS, the contribution charges for eight (8) water ERCs shall be increased by 25% because property is located outside the City limits; and

WHEREAS, the Utilities Director/City Engineer recommends approval of Water and Sewer Developer’s Agreement with Emmaus Property Holdings LLC, for 8 water ERCs with 25% surcharge; and

WHEREAS, the City Commission finds that approving and authorizing the aforementioned Water and Sewer Developer’s Agreement are in the best interests of the citizens and residents of the City of Cooper City

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the City Commission hereby approves and authorizes the execution of Water and Sewer Developer’s Agreement for water services only with Emmaus Property Holdings LLC, Southwest Ranches, Florida, attached hereto as Exhibit “A” and made a part hereof by this reference.

Section 3: That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution.

Section 4: Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4: Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5: Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED this _____ day of _____,2023.

GREG ROSS
Mayor

ATTEST:

RYAN EGGLESTON
City Manager

TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross _____
Commissioner, Green _____
Commissioner, Shrouder _____
Commissioner, Katzman _____
Commissioner, Mallozzi _____

APPROVED AS TO LEGAL FORM:

Jacob G. Horowitz
City Attorney

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

Exhibit A

(Residential - Outside the City)

FOR: Emmaus Property Holdings LLC
(NAME OF OWNER)

LOCATION: 12550 Luray Road, Southwest Ranches, FL 33330

THIS AGREEMENT effective this 8th day of June, 20 23, is made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Emmaus Property Holdings LLC, an individual/ or commercial customer with a property address of 12550 Luray Road, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant 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, the PROPERTY is located in the TOWN; and

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

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water or sewer services outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; 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 Cooper 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____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 8, 2023.

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 defined for nonresidential / commercial customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.
- 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. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

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

CONTRIBUTION (WATER)

Non-Residential 8 # ERC's @ \$1,370.89 Per ERC, plus meter installation \$1,015.00, plus deposit \$480.00, and 25% surcharge \$3,115.53 for a total of \$15,577.65
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Non-Residential# _____ ERC's @ _____ Per ERC
Total ERC's _____ (SEWER)

OWNER has paid to CITY the sum of Fifteen Thousand Five Hundred and Seventy Seven dollars and sixty five cents

\$15,577.65 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 distribution service or sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service or sewage collection service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service or sewage collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's 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, rules and regulations relating to the furnishing of water distribution 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. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

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. 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 one water line to the property and install a 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. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

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 distribution 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.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, 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 any liability upon CITY by OWNER, Owner's 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 system 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 indemnified and held harmless by the OWNER 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.

M. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above, and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

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 Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:

Emmaus Property Holdings LLC
12550 Luray Road
Southwest Ranches, FL 33330

Haydee Amezcua is as registered agent for Emmaus property Holdings

FOR THE TOWN OF Southwest Ranches:

13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Andrew Berns, Town Administrator

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.

SIGNATURE PAGES FOLLOW

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

CITY OF COOPER CITY:

ATTEST:

BY: _____
MAYOR GREG ROSS

CITY CLERK

DATE: _____

Approved as to legal form:

BY: _____
CITY MANAGER

CITY ATTORNEY

DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ 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 _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER:

BY:

NAME:

DATE:

Haydee Amezcua
Registered Agent for Emmanuel Prop. Holdings
HAYDEE AMEZCUITA
June 1, 2023

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of June, 2023, by Haydee Amezcua, Registered Agent for Emmanuel Prop. Holdings, Inc. (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced FL Driver License as identification.

WITNESS my hand and official seal, this 1st day of June, 2023.

Debra M Ruesga

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



THE TOWN OF SOUTHWEST RANCHES

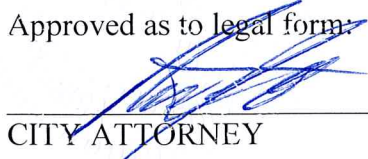
ATTEST:


CITY CLERK

BY: 
STEVE BRETKREUZ

TITLE: MAYOR

DATE: June 8, 2023

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L18000165496

Entity Name: EMMAUS PROPERTY HOLDINGS, LLC

Current Principal Place of Business:

4700 SW 186TH AVE
SOUTHWEST RANCHES, FL 33332

Current Mailing Address:

4700 SW 186TH AVE
SOUTHWEST RANCHES, FL 33332

FEI Number: APPLIED FOR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

AMEZQUITA, HAYDEE E
4700 SW 186TH AVE
SOUTHWEST RANCHES, FL 33332 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: HAYDEE E AMEZQUITA

03/14/2023

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AMBR
Name AMEZQUITA, HAYDEE E
Address 4700 SW 186TH AVE
City-State-Zip: SOUTHWEST RANCHES FL 33332

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HAYDEE AMEZQUITA

PRESIDENT

03/14/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

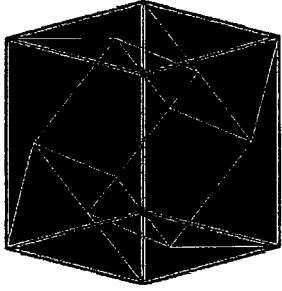


Exhibit A

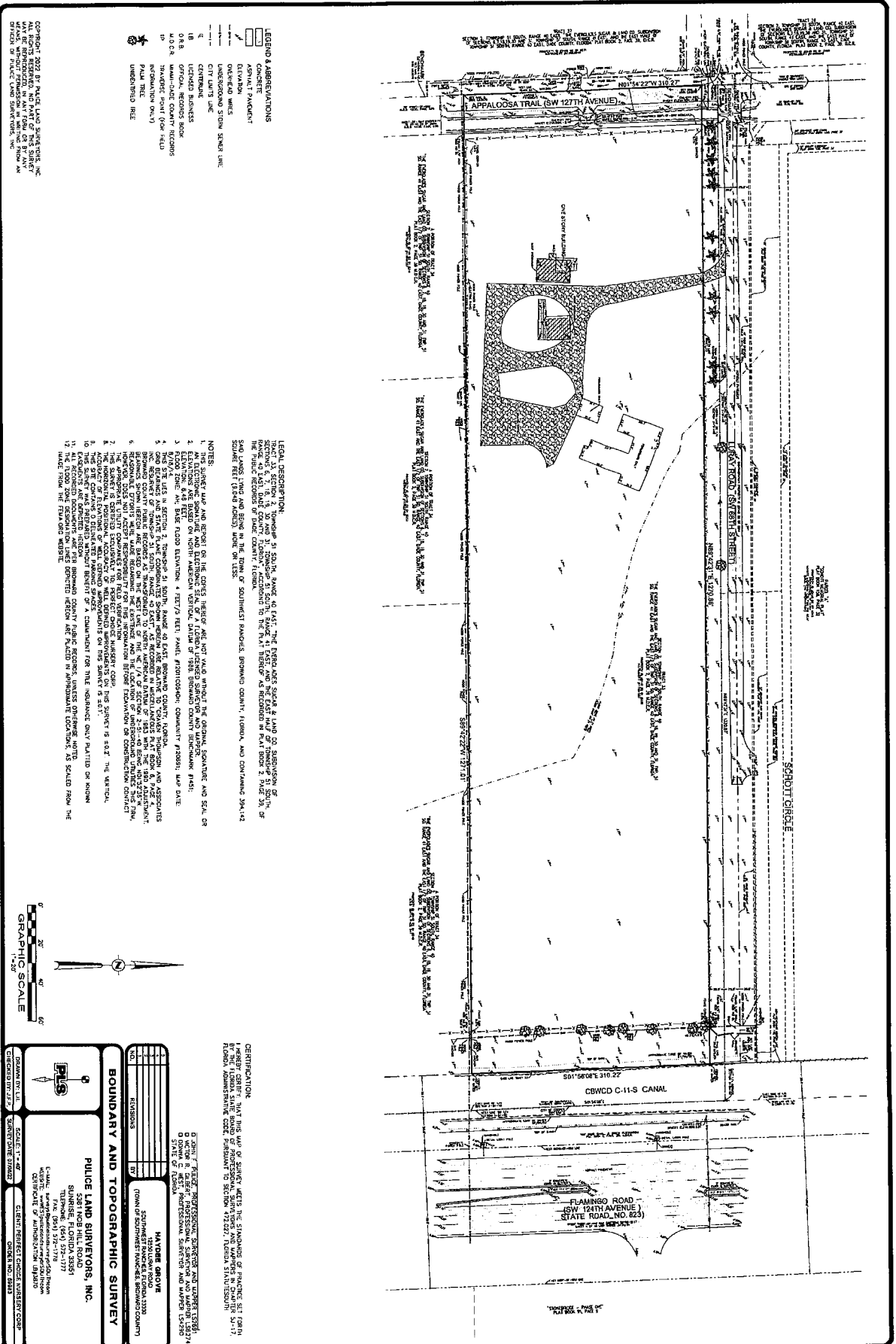
Index Development Group (IDG)

1622 Nw 36th
Miami, FL, 33142
(954) 376-9000
NilArchitecture@Gmail.com

May 17, 2023

TRACT 33, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTIONS 6, 7, 18, 19, 30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 394,142 SQUARE FEET (9.048 ACRES), MORE OR LESS.

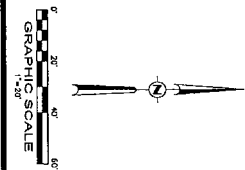
Property ID# 5140.02 01 0230



- LEGEND & ABBREVIATIONS**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - CONCRETE WALLS FROM SURVEY LINE
 - CITY LIMITS LINE
 - CENTRINE
 - UTCHESON BUSINESS BLDG
 - 0.8A. OFFICAL BUSINESS BLDG
 - 0.8B. TRANSFER POINT (FOR FIELD RECONSTRUCTION ONLY)
 - PLUM TREE
 - UNDERWRITERS BLDG

LEGAL DESCRIPTION:
 BLOCK 2A, SECTION 2, TOWNSHIP 21 SOUTH, RANGE 40 EAST, THE EVERGLADES SURVEY & LAND GRANT, SECTION OF THE RANGE AND 3451, DUE COUNTY "TOWNSHIP" ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 78, OF THE PUBLIC RECORDS OF DIXIE COUNTY, FLORIDA.
 SMALL LOTS 17 AND 18 BEING IN THE TOWN OF SOUTHWEST PINNACLES, BROWARD COUNTY, FLORIDA, AND CONTAINING 294-1-22 SQUARE FEET, (70' X 420') MORE OR LESS.

NOTES:
 1. THIS SURVEY MAP AND REPORT ON THE CONVEY, HEIGHT, AND NOT VALID WITHOUT THE ORIGINAL SCANTLE AND SIGN ON THE SURVEY MAP.
 2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK M-451.
 3. FLOOD ZONING AND BARE FLOOD ELEVATION: 4 FEET/3 FEET PANEL, HYDROLOGICAL COMMUNITY PRACTICE, MAY DATE.
 4. THIS SITE LIES IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA.
 5. THIS SURVEY MAP AND REPORT ON THE CONVEY, HEIGHT, AND NOT VALID WITHOUT THE ORIGINAL SCANTLE AND SIGN ON THE SURVEY MAP.
 6. RECONSTRUCTION OF THE EXISTING CANAL AND THE LOCATION OF THE CANAL TO BE RECONSTRUCTED UNDER THIS PLAN, THE APPROXIMATE STAIRY CHANNELS FOR FIELD VERIFICATION.
 7. THE APPROXIMATE POSITION, LOCATION OF REAL PROPERTY OWNERS ON THIS SURVEY IS AS SHOWN IN THE VERTICAL COLUMN.
 8. THIS SITE CONTAINS A REMAINDER OF BENCH FOR THE "BRIDGE ONLY" PARTIES ON KNOW.
 9. ELEVATIONS ARE OBTAINED FROM SURVEY POINTS.
 10. ELEVATIONS ARE OBTAINED FROM SURVEY POINTS.
 11. THE FLOOD ZONE DESIGNATION LINE IS DEDUCTED FROM THE FLOOD ZONE DESIGNATION LINE AS SCALED FROM THE MAP FROM THE FLOODING WEBSITE.



CERTIFICATION:
 I, HENRY GRIFFIN, HAVE THIS MAP OF SURVEY AND THE SIGNATURE OF HENRY GRIFFIN, SURVEYOR, REGISTERED PROFESSIONAL SURVEYOR AND MAPPER, LICENSE NO. 128274, FLORIDA, ADMINISTERING CODE PRESIDENT TO RECORD #22,022, FLORIDA SURVEYORS.

REVISIONS:

NO.	REVISIONS	DATE	BY
1	ISSUE		
2			
3			
4			
5			
6			
7			
8			
9			
10			

BOUNDARY AND TOPOGRAPHIC SURVEY

PULICE LAND SURVEYORS, INC.
 5281 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TEL: (954) 272-1718
 FAX: (954) 272-1719
 E-MAIL: info@pulicesurveyors.com
 REGISTERED PROFESSIONAL SURVEYORS AND MAPPERS
 LICENSE NO. 128274
 LICENSE NO. 128274
 LICENSE NO. 128274

GRAPHIC SCALE: 0 20 40 60 80 100

ORDER NO. 2023