



TAMARAC PUBLIC SERVICES
WATER AND SEWER
DEVELOPER'S AGREEMENT

FOR: _____
(Name of Development)

GENERAL LOCATION: _____

THIS AGREEMENT effective this _____ day of _____, 20__,

made and entered into by and between:

The CITY OF TAMARAC, at 7525 Northwest 88th Avenue, Tamarac, Florida 33321, a municipal corporation of the State of Florida, hereinafter called "CITY"

And

At _____
hereinafter called "DEVELOPER".

And

At _____
hereinafter called "OWNER".

WITNESSETH

=====

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

WHEREAS, DEVELOPER own or 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 DEVELOPER's PROPERTY described in Exhibit "A" attached; and

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

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

WHEREAS, this AGREEMENT and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction if the subject matter of this AGREEMENT; and

WHEREAS, CITY has received proof of payment by DEVELOPER of any portion of Contribution-In-Aid-of-Construction charges owed to third parties, and which is attached as Exhibit "B"; and

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

PART 1. DEFINITIONS

A. The term DEVELOPER shall refer to the Contracting Party in this AGREEMENT who has an ownership interest in the PROPERTY. Is that interest fee simple? ___ YES or ___ NO. If no, then the nature of the interest is best described as _____. If DEVELOPER is not the OWNER, then the OWNER joins in this AGREEMENT and agrees to be jointly and severally liable for the responsibilities of the DEVELOPER enumerated in this AGREEMENT.

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 GUARANTEED REVENUE refers to a fee paid by DEVELOPER to defray the cost to CITY of maintaining reserve water and sewer systems. The GUARANTEED REVENUE is equal to the applicable monthly service availability charge for water and sewer service.

PART II. DEVELOPER’S OBLIGATIONS

A. INSTALLATIONS IN COMPLIANCE WITH SPECIFICATION

1. DEVELOPER, at his expense and at no expense to the CITY, shall design, construct and install all necessary water distribution and sewage collection lines, over, through, under, across and past the PROPERTY in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer to be approved by the appropriate governmental regulatory agencies and by the Director of Public Services, or his/her authorized representative; and said water distribution and sewage collection lines shall be installed and connected to CITY’s existing water distribution and sewage collection lines, all of which work shall be paid for by the DEVELOPER.

2. All installations shall be installed at DEVELOPER’s expense and shall include, without limitation, all gravity flow mains, force mains, pump stations and lift stations required for the furnishing of service to the PROPERTY. At the time of submission of the plans, specifications and engineering data by DEVELOPER to the Director of Public Services, or designee, shall pay to the CITY the following Review Fee (to be paid one time only):

If the AGREEMENT is for 0 – 5 ERC’s the review fee shall be\$250.00
If the AGREEMENT is for 6 – 10 ERC’s the review fee shall be\$500.00
If the AGREEMENT is for 11 or more ERC’s, the review fee shall be\$750.00

Said Review Fee is to compensate CITY for CITY’s expense in having said data reviewed by the Director of Public Services or his/her authorized representatives.

3. Meter shall be INSTALLED BY CITY. No meter shall be removed, moved, bypassed, or altered in any way except by the CITY. Violation of this paragraph may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the CITY’s City Manager or his/her designee.

4. Non-metered use of City water or use of water from fire hydrants may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the CITY’s City Manager or his/her designee.

B. INSPECTION AND SUPERVISION BY DEVELOPER'S ENGINEER

DEVELOPER shall, at his expense, and at no expense to the CITY, retain the services of a registered professional engineer for the purposes of providing necessary inspection and supervision of the construction work to ensure that construction is at all times in compliance with accepted sanitary engineering practices and in compliance with the approved plans and specifications. DEVELOPER shall notify CITY in writing of such appointment. A copy of each field report shall be submitted to the Director of Public Services or his/her authorized representative. Should there be cause or reason for the DEVELOPER to engage the services of a registered engineer (other than the design engineer) for inspections, then DEVELOPER shall notify the CITY within five (5) days of such engagement.

The DEVELOPER's Engineer of Record shall prepare "As-Built" drawings of all construction.

C. PRECONSTRUCTION MEETING

DEVELOPER and its Contractor shall arrange for and hold a preconstruction meeting with the Director of Public Services or his/her authorized representative. Notification of said meeting shall be made in writing and received by all parties seventy-two hours in advance of said meeting. The meeting shall be held at least twenty-four (24) hours prior to start of each phase of construction. An Engineering Permit, payment of engineering fees and bonding based on a Certified Cost Estimate, prepared by DEVELOPER's registered engineer, shall be required prior to any construction.

D. WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC SERVICES

The work to be performed by DEVELOPER, as provided in this AGREEMENT shall not commence until all plans and specifications covering the work to be performed are approved in writing by the Director of Public Services or his/her authorized representative. Approved plans and permits must be on site at all times.

E. ENGINEERS PRESENT AT TESTS

During construction and at the time when periodic inspections are required, the Director of Public Services or his/her authorized representative shall be present and DEVELOPER's engineer shall be present to observe and witness tests for determination of conformance to approved plans and specification. The City's Engineering Inspector shall make periodic visits during sanitary sewer and water line installation, and shall be notified before any sanitary sewer or water lines are installed or tested. Any work performed beyond the City of Tamarac Inspector's normal working hours 7:30 a.m. to 4:00 p.m., (Monday through Friday) must be inspected. The cost of inspection conducted by the CITY Inspectors beyond normal working hours will be paid by the DEVELOPER including overtime at the rate in effect at the time of inspection. The CITY reserves the right to directly invoice the contractor, developer and/or owner

for the costs of inspections by Public Services Department personnel that are requested or required to occur outside normal work days and work hours.

F. COMPLIANCE WITH APPLICABLE LAWS

The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this AGREEMENT as well as all applicable Federal and State Statutes, County and CITY ordinances. The requirements of this paragraph shall govern, regardless of any errors or omissions in the approved plans or specifications.

G. AS-BUILT DRAWINGS

DEVELOPER shall, at its own expense and at no expense to the CITY, furnish to the CITY one (1) complete set of AutoCAD compatible files on a USB Flash Drive, and two sets of prints of As-Built drawings prepared by a Florida registered engineer who designed the water distribution and sewer systems or by any other engineer retained by the DEVELOPER. The As-Built drawings shall be approved by the Director of Public Services or his/her authorized representative. As-Built drawings shall be certified and sealed by the DEVELOPER's engineer showing all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution and sewage collection systems and service lines as constructed in the field. As-Built drawings shall also be sealed by a Florida registered surveyor as to the actual locations of all surface features of these systems, easements and right-of-ways which are part or adjacent to the property and shall include all paving and drainage facilities constructed in conjunction with the water and sewage facilities.

H. CONTRIBUTION PAYMENTS FROM DEVELOPER

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

The contribution charge shall be computed based upon the DEVELOPER's representation on the approved final site plan for the PROPERTY. A copy of said plan shall be reduced to 8½" x 11" and attached to this AGREEMENT as Exhibit "C". Exhibit "D" is attached to this AGREEMENT and shall indicate the number of buildings to be built, number of residential, non-residential and accessory units and ERC's per building and the number of meters and meter sizes. The DEVELOPER's engineer of record will also supply to the CITY, meter calculations on all non-residential meters based on the Florida Building Code Fifth Edition Appendix E, latest revision for meter sizes.

Payment of the contribution charges is a condition precedent to the execution of this AGREEMENT. The payment of the contribution charges shall be made in accordance with the applicable sections of the City Code and the phasing for the payment of contribution charges, if applicable, attached to this AGREEMENT as Exhibit "F". Note, development projects shall have a minimum of 50 ERC's to be considered eligible for a phasing for payment of contribution charges plan.

The contribution charges applicable for this AGREEMENT are summarized as follows:

CONTRIBUTION (WATER)

Residential # _____ Units X _____ ERC's Per Unit @ \$1,700.00 Per ERC
Non-Residential # _____ ERC's @ \$1,700.00 Per ERC
Total ERC's _____ (WATER) Total Contribution \$ _____

CONTRIBUTION (SEWER)

Residential # _____ Units X _____ ERC's Per Unit @ \$2,200.00 Per ERC
Non-Residential # _____ ERC's @ \$2,200.00 Per ERC
Total ERC's _____ (SEWER) Total Contribution \$ _____

I. GUARANTEED REVENUES

1. DEVELOPER shall pay to the City, GUARANTEED REVENUES when due, at the rates in effect when due, as amended from time to time. GUARANTEED REVENUE is equal to the minimum service availability charge for water and sewer service. GUARANTEED REVENUES are due and payable monthly.

2. The payment of GUARANTEED REVENUES required by this AGREEMENT shall commence six (6) months after the payment of CIAC Fees. Plat for the property been recorded with Broward County _____ YES _____ NO. If NO, then GUARANTEED REVENUES commence one (1) year after the effective date of this AGREEMENT. GUARANTEED REVENUES shall be due for all UNITS/ERC'S assigned to the PROPERTY unless otherwise specified by this AGREEMENT.

3. GUARANTEED REVENUE, if initiated shall no longer accrue for a unit when metered water and sewer service is established at a particular building and the required customer deposits are paid to the CITY. However, if accounts are open in the DEVELOPER's name and closed without a new account being established, the GUARANTEED REVENUES shall resume.

4. The parties acknowledge the GUARANTEED REVENUE payments made by the DEVELOPER shall be considered as revenue (income).

5. In accordance with Section 22-190 (b) of the Tamarac City Code, there are sanctions or penalties that the City can exercise as a result of unpaid guaranteed revenues, including interest penalties at a rate established by resolution of the City Commission.

6. Unpaid Guaranteed Revenues are subject to annual interest rates as established by City Commission.

J. MODIFICATION TO CITY'S WATER OR SEWER FACILITIES MAY BE NECESSARY

In addition to all other obligations of this AGREEMENT, DEVELOPER may be required by the CITY to make modifications to the CITY'S water and sewage systems because of the development's impact on the systems. The modifications are set forth in Exhibit "E" and they shall be performed by DEVELOPER prior to the issuance of the first Certificate of Occupancy, unless provided in this AGREEMENT.

K. DELINQUENT PAYMENTS, DEFAULT, NOTICE OF DEFAULT

1. If any payment of GUARANTEED REVENUES required by this AGREEMENT is more than fifteen (15) days late, the CITY shall send the DEVELOPER a notice of delinquency by prepaid certified mail, and failure of the DEVELOPER to make the required payment in full within seven (7) days of the date shown on the notice shall constitute a default by the DEVELOPER.

2. Other than required payment of GUARANTEED REVENUES, if any act required by this AGREEMENT is not timely accomplished or if any act prohibited by this AGREEMENT is done, then this AGREEMENT shall be in default. Notice of default and the grounds for default shall be sent to the DEVELOPER by the CITY as provided in Part VI of this AGREEMENT.

L. SANCTIONS AND PENALTIES

Should DEVELOPER be in default of this AGREEMENT, it is agreed that the CITY shall have the right to exercise one or more of the following sanctions or penalties:

1. Any reserved plant capacity under this AGREEMENT may be rescinded and forfeited.

2. The site plan for the PROPERTY is voidable by Resolution of the City Commission.

3. No final inspections shall be approved by CITY.
4. No Certificate of Occupancy shall be issued by CITY for any unit on the PROPERTY.
5. There shall be an interest penalty equal to the maximum rate allowed by Florida State Law on any payments due to CITY from DEVELOPER which are not paid. The penalty, when applicable, shall accrue from the due date of payment as provided in this AGREEMENT.
6. The CITY shall be entitled to lien the PROPERTY and foreclose the lien in satisfaction of any payments due under this AGREEMENT.
7. CITY shall be entitled to any other remedy at law and failure to exercise any remedy shall not constitute a waiver of said remedy.

M. MISCELLANEOUS ADDITIONAL OBLIGATIONS OF DEVELOPER

Prior to acceptance of the work required to be done, DEVELOPER shall, without cost to CITY:

1. Convey to CITY and its successors and assigns, by good and sufficient exclusive easement deed, in a form satisfactory to CITY, a perpetual right, easement and privilege to operate, maintain, repair or replace all water and sewer mains, pipes, connections, pumps and meters within granted easements upon DEVELOPER's PROPERTY in connection with supplying water and sewer service to the inhabitants, occupants and customers in DEVELOPER's PROPERTY and secure from each mortgage and lienor a release of mortgagees' and lienors' interest in the easement and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water and sewer mains, pipes, connections, pumps and meters within the easements. Easements shall be a minimum of 20' wide for sewer and 15' wide for water.

2. Transfer to CITY by BILL OF SALE ABSOLUTE all DEVELOPER's right, title and interest in and to all of the water and sewer supply lines, mains, pumps, connections, pipes, valves, meters and equipment installed up to and within granted easements and right-of-way within the PROPERTY and off-site improvements installed for the purpose of supplying water distribution and sewage collection for DEVELOPER's PROPERTY.

3. Furnish CITY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this AGREEMENT have been paid, or in the event of a dispute between the DEVELOPER and a contractor or

subcontractor, furnish CITY with a BOND in the amount in dispute and in a form acceptable to the CITY.

4. Furnish CITY with a satisfactory surety bond or letter of credit in the amount of twenty-five percent (25%) of the cost of the work, in a form acceptable to the CITY, guaranteeing all work installed pursuant to this AGREEMENT against defects in materials, equipment or construction for a period of not less than one (1) year from date of acceptance of same by CITY.

5. Furnish CITY with T.V. inspection and air test of the sanitary sewer collection system performed one (1) month before 1-year warranty period expires.

6. Install cleanout on consumer's sanitary service in accordance with current Utility Standard Detail.

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Public Services, or his/her authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER's PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve ____ ERC's of water service and ____ERC's of sewage treatment plant capacity for DEVELOPER.

B. SERVICE CONDITIONS ON LARGE USER AGREEMENT

The CITY has entered into a "Large User Agreement" with Broward County, (the "COUNTY"), in which the COUNTY has agreed to make future sewage treatment capacity available at its regional wastewater treatment plant. In the event CITY cannot provide sufficient capacity, as a result of COUNTY's action, the CITY's sole obligation shall be to refund DEVELOPER's contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity, provided that DEVELOPER is not in default of this AGREEMENT.

C. IMPOSSIBILITY TO PROVIDE SERVICE

In the event that the CITY cannot provide sufficient service as a result of the actions of any regulatory agency, then the CITY's sole obligation shall be to refund DEVELOPER's contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity, provided that DEVELOPER is not in default of this AGREEMENT.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at the beginning of this AGREEMENT are true and correct and in addition to them, it is mutually covenanted and agreed, as follows:

A. ASSIGNMENT OF THIS AGREEMENT

In addition to binding DEVELOPER, the provisions of this AGREEMENT shall run with the land and be binding upon and inure to the benefits of successors in title to the PROJECT after this AGREEMENT has been recorded in the Public Records of Broward County, Florida. However, any other assignment or transfer of DEVELOPER's rights and obligations is prohibited unless:

1. Assignment shall be done in writing in the same formality as this AGREEMENT.
2. CITY shall be a party of said assignment and shall not withhold approval of assignment unreasonably.
3. DEVELOPER shall remain primarily liable to CITY for the terms and conditions of this AGREEMENT unless assignment is made in compliance with this section. CITY agrees to execute a "satisfaction by assignment" for DEVELOPER if this AGREEMENT is properly assigned.

DEVELOPER agrees to make full disclosure to any party purchasing all or any part of the PROPERTY encompassed by this AGREEMENT as to all the terms hereof, and with particular reference to the GUARANTEED REVENUES set forth in Section I of Part II herein.

B. REPEAL OF PRIOR AGREEMENTS

All prior Developer Agreements or Agreements pertaining to the supply of water and sewer affecting the PROPERTY are hereby cancelled and declared of no

force and effect upon that PROPERTY which is the subject matter of this AGREEMENT.

PART V. MUTUAL ADDITIONAL COVENANTS

PARTICULARLY FOR FUTURE CONSUMERS AND ASSIGNEES AS WELL AS DEVELOPER

It is mutually covenanted and agreed by and between the parties as follows:

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

DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER's PROPERTY shall not install or maintain any water wells except for irrigation purposes.

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. The water and sewer rates to be charged by CITY to said customers shall be the rates now or hereafter charged to other customers within the area of service of TAMARAC UTILITIES WATER AND SEWER SYSTEM. DEVELOPER hereby acknowledges and agrees that the rates are subject to change at any time by CITY.

D. CITY NOT LIABLE FOR DEVELOPER'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 DEVELOPER's PROPERTY other than the water main and water service lines (from the water main to the water meter) and the sewage collection system within granted easements to CITY pursuant to this AGREEMENT.

E. SYSTEMS ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on DEVELOPER's PROPERTY shall keep all water pipes, service lines including cleanouts, 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 meter but the obligation for the maintenance of the lines shall be as set forth above and in applicable CITY regulations.

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 this AGREEMENT is executed by the City Manager.

G. OVER-SIZE METERS ON SINGLE FAMILY HOMES

It is assumed that a home on the PROPERTY will be serviced by a 5/8-inch water meter. If a larger water meter is needed, then the owner (whether DEVELOPER, Assignee or Homeowner) will be charged additional contribution charges which must be paid at the rate prevailing at the time of the application for larger meter for additional ERC's, to accommodate the larger meter.

H. CONDITIONS ON FIRE HYDRANT USE

No water from CITY's water distribution system shall be used or disbursed by DEVELOPER or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless the Director of Public Services, or his/her authorized representative, has first approved the use and the connection, and there has first been made adequate provisions for compensating CITY for such water.

I. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein at any time caused by and 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 the CITY shall not constitute a breach of the provisions contained herein nor impose liability upon the CITY by the DEVELOPER, his successors and assigns.

J. SEVERABILITY

If any 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 portions hereof.

K. RECORDING OF AGREEMENT

This AGREEMENT shall be recorded by the CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER'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 DEVELOPER's PROPERTY connected to or to be connected to the 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.

L. HOLD HARMLESS PROVISION

It is mutually agreed that the 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 DEVELOPER's PROPERTY for which CITY cannot perform its obligation.

It is also mutually agreed to hold the City harmless for any expenses incurred by the CITY'S use of the utility easement(s) resulting in the destruction and/or removal of existing and/or future landscaping and/or structures.

M. CONTROL OF CROSS CONNECTIONS AND BACK-FLOW

1. The purpose of this Section is to protect the public water main against actual or potential cross-connections and back-flow by isolating within the premises or Private Property contamination or pollution that has occurred or may occur because of some undiscovered or unauthorized cross-connection on the premises or Private Property.

2. POLICY

- a. No water service connection shall be installed or maintained by the CITY unless the public water main is protected by an Approved back-flow prevention assembly as required by Florida Administrative Code 17-22, applicable DEP regulations, and this Section.
- b. Any back-flow prevention assembly required herein shall be of a model type, and size approved by the Director of Public Services for the City of Tamarac, or his/her Designee, utilizing accepted practices and standards established by the American Water Works Association, AWWA C-506-78 or American Society of Sanitary Engineers Standard 1024.
- c. Service of water to any premises shall be denied or discontinued by the CITY if a back-flow prevention assembly required by this Section is not properly installed, tested, and maintained in properly functioning condition, or if it is found that a required assembly has been removed or by-passed.
- d. Single family residences shall be protected by a dual check valve, which will be installed by a plumber on the outlet side of the meter after installation of the meter.
- e. All services, other than single-family residences, shall be protected by an approved reduced pressure principle assembly or double check valve assembly, as determined by the Director of Public Services or his/her designee, based on planned water usage within the premises.
- f. Reduced pressure principle and double check valve assemblies shall be procured and installed by DEVELOPER, in accordance with the Standard Back-Flow Prevention Detail Sheet, which is available at the Tamarac Public Services Department, prior to the installation of the water service meter.
- g. Prior to connection of water service, the back-flow prevention assembly must be inspected and tested by a certified tester. If at the time of testing, the assembly is found to be malfunctioning, the DEVELOPER will be notified by the CITY and water service will not be provided until such time as the back-flow prevention assembly does pass inspection.

- h. Annual (or at intervals determined by Director of Public Services or his/her designee) inspections and tests of back-flow prevention assembly shall be performed by state certified back-flow tester. DEVELOPER/OWNER must have tests performed (with results submitted to Director of Public Services) by a State certified back-flow tester at Developer/Owner expense. The DEVELOPER/OWNER will be responsible for insuring that proper plumbing permits have been obtained and fees paid.

N. WELLFIELD PROTECTION

DEVELOPER acknowledges that property described in Exhibit "A" (is/is not) within a Broward County protected well field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by Tamarac Director of Public Services. If property is within said zone of influence, DEVELOPER agrees to limit uses of property to those uses that are allowed by Broward County Ordinance 84-60 or as it may be amended.

O. PROHIBITED HAZARDOUS MATERIALS

DEVELOPER acknowledges that Broward County and the City of Tamarac have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Tamarac Ordinance 85-52). DEVELOPER agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Tamarac Ordinance 85-52 or as they may be amended.

P. VENUE

This agreement shall be governed by the laws of the State of Florida as now and hereinafter in force. The venue for actions arising out of the Agreement is fixed in Broward County, Florida.

PART VI. 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 present, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF TAMARAC:

FOR THE DEVELOPER:

City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

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 VII. ADDITIONAL PROVISIONS

A. EXHIBITS

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

EXHIBIT "A" - Legal Description and Legal Sketch on an 8-1/2 inch by 11 inch page of the PROPERTY.

EXHIBIT "B" - Receipt from third party for a portion of contribution charge:
Applicable _____ Not Applicable _____

EXHIBIT "C" - A sketch of the site plan of the PROPERTY reduced to 8-1/2 inch by 11-inch page size.

EXHIBIT "D" - A listing for the PROPERTY indicating the number of ERC's allocated to each building, the number of meters per building, the meter size(s) and a payment schedule of phasing (if applicable).

EXHIBIT "E" - Modification of CITY's water or sewer facilities if required by the Director of Public Services, if applicable.
Applicable _____ Not Applicable _____

EXHIBIT "F" - Phasing for the payment of contribution charges:
Applicable _____ Not Applicable _____

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

ACCEPTED BY CITY OF TAMARAC
GRANTEE

Date: _____

ATTEST:

By: _____

Kathleen Gunn
Interim City Manager

By: _____

Jennifer Johnson, CMC
City Clerk

Date: _____

Approved as to form:

By: _____

John R. Herin, Jr.,
City Attorney

STATE OF FLORIDA :
: SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

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

The foregoing instrument was acknowledged before me by means of:

() Physical Presence,
- OR -

() Online Notarization,

Name of person Acknowledging

() Personally known to me, or

() Produced identification

Type of Identification Produced:

Signature of Notary Public – State of Florida

() DID take an oath, or

() DID NOT take an oath

Name of Notary Typed, Printed or Stamped

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal on the day and year first above written.

ATTEST:

DEVELOPER

By: _____

By: _____

Type Name _____
Corporate Secretary

Type Name _____
President

(Corporate Seal)

STATE OF FLORIDA :
 : SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

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

The foregoing instrument was acknowledged before me by means of:

- Physical Presence,
- OR -
- Online Notarization,

Name of person Acknowledging

- Personally known to me, or
 - Produced identification
- Type of Identification Produced:

Signature of Notary Public – State of Florida

- DID take an oath, or
- DID NOT take an oath

Name of Notary Typed, Printed or Stamped

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal on the day and year first above written.

(DEVELOPER)

Witness
Type Name _____

Type Name/Title _____

Witness
Type Name _____

Type Name/Title _____

STATE OF FLORIDA :
 : SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

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

The foregoing instrument was acknowledged before me by means of:

- () Physical Presence,
 - OR -
- () Online Notarization,

- () Personally known to me, or
 - () Produced identification
- Type of Identification Produced:

Name of person Acknowledging

Signature of Notary Public – State of Florida

Name of Notary Typed, Printed or Stamped

- () DID take an oath, or
- () DID NOT take an oath

IN WITNESS WHEREOF, Mortgagee has hereunto set his hand and seal on the day and year first above written.

ATTEST:

MORTGAGEE

By: _____

By: _____

Type Name _____
Corporate Secretary

Type Name _____
President

(Corporate Seal)

STATE OF FLORIDA :
: SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

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

The foregoing instrument was acknowledged before me by means of:

- () Physical Presence,
- OR -
- () Online Notarization,

Name of person Acknowledging

- () Personally known to me, or
 - () Produced identification
- Type of Identification Produced:

Signature of Notary Public – State of Florida

- () DID take an oath, or
- () DID NOT take an oath

Name of Notary Typed, Printed or Stamped

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, _____ do hereby affirm that I am the _____ of _____ and that I have executed a Water and Sewer DEVELOPER's Agreement with the City of Tamarac for _____ project and that I am the owner of the property covered by said DEVELOPER'S AGREEMENT.

There are no mortgages held on the property which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

(Signature)

This ___ day of _____, 20__.

STATE OF FLORIDA :
: SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

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

The foregoing instrument was acknowledged before me by means of:

- Physical Presence,
- OR -
 Online Notarization,

Name of person Acknowledging

- Personally known to me, or
 Produced identification
Type of Identification Produced:

Signature of Notary Public – State of Florida

- DID take an oath, or
 DID NOT take an oath

Name of Notary Typed, Printed or Stamped

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

ATTEST:

OWNER

By: _____

By: _____

Type Name _____
Corporate Secretary

Type Name _____
President

(Corporate Seal)

STATE OF FLORIDA :
 : SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

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

The foregoing instrument was acknowledged before me by means of:

- () Physical Presence,
- OR -
- () Online Notarization,

Name of person Acknowledging

- () Personally known to me, or
 - () Produced identification
- Type of Identification Produced:

Signature of Notary Public – State of Florida

- () DID take an oath, or
- () DID NOT take an oath

Name of Notary Typed, Printed or Stamped

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

(OWNER)

Witness
Type Name _____

Type Name/Title _____

Witness
Type Name _____

Type Name/Title _____

STATE OF FLORIDA :
 : SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

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

The foregoing instrument was acknowledged before me by means of:

- () Physical Presence,
- OR -
- () Online Notarization,

Name of person Acknowledging

- () Personally known to me, or
 - () Produced identification
- Type of Identification Produced:

Signature of Notary Public – State of Florida

- () DID take an oath, or
- () DID NOT take an oath

Name of Notary Typed, Printed or Stamped

EXHIBIT D
TAMARAC WATER AND SEWER DEVELOPER'S AGREEMENT

Development _____

METER SCHEDULE

<u>LOT #</u>	<u># OF UNITS</u>	<u># OF ERC'S</u>		<u>WATER</u> <u>CIAC</u> <u>FEES</u>	<u>SEWER</u> <u>CIAC</u> <u>FEES</u>	<u>TOTAL</u> <u>CIAC</u> <u>FEES</u>	<u># OF METERS</u>	<u>METER SIZE</u>
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TOTAL _____

_____ DUMPSTER(S) CONNECTED TO SEWER
 @ 1 ERC EACH = _____ ERC'S (SEWER)

TOTAL ERC'S _____ (Water) _____ (Sewer)

