### CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: September 29, 2021

**Presenter's Name and Title:** Roy Virgin, Director of Utilities, on behalf of the Utilities Department

Prepared By: Ronnie S. Navarro, PE

Temp. Reso. Number: 7443

Item Description: Temp. Reso. #7443, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CREATING THE CITY OF MIRAMAR RESIDENTIAL COPPER PIPE LOW-INTEREST LOAN PROGRAM, PLEDGING ONE MILLION DOLLARS (\$1,000,000.00) FROM THE CITY'S UTILITY FUND FOR THE LOAN PROGRAM; AUTHORIZING THE CITY MANAGER TO DEVELOP LOAN CRITERIA AND A LOAN APPLICATION PROCESS, TO APPROVE LOANS TO APPLICANTS, AND ΤO CARRY OUT ALL QUALIFIED ADDITIONAL RESPONSIBILITIES RELATING TO THE LOAN PROGRAM. (Director of Utilities Roy Virgin).

Consent  $\Box$  Resolution  $\boxtimes$  Ordinance  $\Box$  Quasi-Judicial  $\Box$  Public Hearing  $\Box$ 

### Instructions for the Office of the City Clerk:

 Public Notice – As required by the Sec. \_\_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_\_ in a \_\_\_\_\_\_ ad in the \_\_\_\_\_\_; by the posting the property on \_\_\_\_\_\_; by the posting the property on \_\_\_\_\_\_\_; fill in all that apply)

 (fill in all that apply)

Special Voting Requirement – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes □ No □

**REMARKS:** Funding of \$1,000,000.00 will come from Utility Account No. 410-90-000-590-000-604690. The \$250,000.00 will come from Non-Departmental Contingency for FY21 and the \$750,000.00 is proposed to be appropriated in the FY22 Budget.

#### Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7443
- Appendix A Fact Sheet on Copper Pinhole Leaks
- Appendix B Application Checklist (Web\_eblast)
- Appendix C Application Checklist (Printed)
- Appendix D Loan Program Application
- Appendix E Approval Letter Form
- Appendix F Second Mortgage Agreement (Sample Form)



## CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: 🧳 Vernon E. Hargray, City Manager Nu

**BY:** Roy Virgin, Ph.D. Director of Utilities

DATE: September 23, 2021

RE: Temp. Reso. No. 7443 Residential Copper Pipe Low-Interest Loan Program

**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7443, for the the creation of the City of Miramar Residential Copper Pipe Low-Interest Loan Program.

**ISSUE:** City Commission approval is required to authorize the creation of the Loan Program.

**BACKGROUND:** Miramar homeowners have experienced copper pipe corrosion causing leaks and property damage. These leaks and resulting property damage have caused Miramar residents financial hardship. Copper plumbing failure is caused by many factors, including, among other things, faultily/low grade building material, improper coating, improper plumbing design, high turbulence in the pipes, and dry wall with high emission of sulfur compounds.

The City retained an engineering firm, Kimley-Horn, to perform a Corrosion-Control Desktop and Pilot Study ("Study") in 2018. The Study found that the City is in full compliance with the national drinking water standards, including lead and copper rules and that there is no correlation between the City's water quality and copper pipe corrosion.

The City Commission conducted a public workshop regarding copper pipe corrosion and leaks on March 23, 2021. The City is committed to helping its residents with the copper pipe corrosion issue and assistance through a low-interest loan program. The City pledges \$1M (one million dollars) from the City's Utility Fund for the loan program.

### CITY OF MIRAMAR MIRAMAR, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CREATING THE CITY OF MIRAMAR RESIDENTIAL COPPER PIPE LOW-INTEREST LOAN PROGRAM, PLEDGING ONE MILLION DOLLARS (\$1,000,000.00) FROM THE CITY'S UTILITY FUND FOR THE LOAN PROGRAM; AUTHORIZING THE CITY MANAGER TO DEVELOP LOAN CRITERIA AND A LOAN APPLICATION PROCESS, TO APPROVE LOANS TO QUALIFIED APPLICANTS, AND TO CARRY OUT ALL ADDITIONAL RESPONSIBILITIES RELATING TO THE LOAN PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miramar homeowners have experienced copper pipe corrosion

causing leaks and property damage;

WHEREAS, these leaks and resulting property damage have caused Miramar

residents financial hardship; and

WHEREAS, copper plumbing failure is caused by many factors, including, among

other things, faultily/low grade building material, improper coating, improper plumbing

design, high turbulence in the pipes, and dry wall with high emission of sulfur compounds;

and

WHEREAS, the City retained an engineering firm, Kimley-Horn, to perform a

Corrosion-Control Desktop and Pilot Study ("Study") in 2018; and

Reso. No. \_\_\_\_\_

**WHEREAS**, the Study found that the City is in full compliance with drinking water standards, including lead and copper rules and that there is no correlation between the City's water quality and copper pipe corrosion;

WHEREAS, on March 23, 2021, the Miramar City Commission conducted a public workshop regarding copper pipe corrosion and leaks; and

WHEREAS, the City is committed to helping its residents deal with the financial hardship caused by the copper pipe corrosion by providing assistance through a low-interest loan program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

**Section 1.** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2.** The City of Miramar is authorized to create the City of Miramar Residential Copper Pipe Infrastructure Low-Interest Loan Program ("Loan Program").

<u>Section 3.</u> The revenue pledged for the Loan Program shall be One Million Dollars (\$1,000,000.00) from the City Utility Fund.

**Section 4.** The City Manager is authorized to do all things necessary to create the Loan Program, including developing its criteria, application, and approval process.

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- **Section 5.** The general loan terms for the Loan Program shall be as follows:
  - (a) The maximum loan amount for each eligible applicant shall not exceed Ten Thousand Dollars (\$10,000.00).
  - (b) The interest rate for the loan shall be one percent (1%).
  - (c) The loan payment term shall not exceed five (5) years.
  - (d) The owner(s) of record shall be the loan applicant.
  - (e) A certificate of lien and/or mortgage shall be recorded on the property to secure the repayment of the loan.
  - (f) Billing for the loan shall commence thirty (30) days after the loan proceeds are distributed to the owner(s) on the owner(s) monthly water bill.
  - (g) A late fee of no greater than ten percent (10%) of the current charges will be applied to delinquent balances and accounts are also subject to disconnection.

Reso. No. \_\_\_\_\_

**Section 6.** That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, \_\_\_\_\_,

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

City Attorney, Austin Pamies Norris Weeks Powell, PLLC

Requested by AdministrationVotedCommissioner Winston F. Barnes\_\_\_\_\_Commissioner Maxwell B. Chambers\_\_\_\_\_Vice Mayor Yvette Colbourne\_\_\_\_\_Commissioner Alexandra P. Davis\_\_\_\_\_Mayor Wayne M. Messam\_\_\_\_\_

Reso. No. \_\_\_\_\_



# FACT SHEET OFFICE OF THE CITY MANAGER

APPENDIX A

# Project Name: City of Miramar (Copper Pipe) Infrastructure Loan Program

## BACKGROUND

On March 23, 2021, the City had a workshop regarding Copper Pipe Pinhole corrosion leaks that some Miramar residents are experiencing. The City is committed to helping its residents with this issue and assistance through a loan program is being made available. The affected resident has the option to apply for the City's low-interest loan program.

**Process:** The property owner(s) is asked to submit application to the City of Miramar Utilities Department for approval of the City's low-interest loan. The loan program criteria (checklist) indicated below will be shared with residents to assist in collection of necessary documents for loan approval and closing. Billing will commence 30 days after the loan proceeds are distributed on the owner's monthly water bill. Late fees of 10% will be applied to delinquent balances. Delinquent accounts are also subject to disconnection.

### LOCATION

13800 Pembroke Program. Application to be submitted to Dr Roy Virgin. Monday -Thursday 8:00 am-6:00 pm – Application Start date: TBD Application link miramarfl.gov

## **PROGRAM CRITERIA**

To be included with initial application:

- (1) City of Miramar (Copper Pipe) Infrastructure Improvements Program Application
- \_\_\_\_\_ (2) Property Owner(s) State ID
- \_\_\_\_\_ (3) Copy of Property Owner's most recent Property Tax Bill
- \_\_\_\_\_ (4) Homeowner Insurance policy showing repair coverage/deductible and/or denial of claim
- \_\_\_\_\_ (5) Copy of current-recent Utility/Water Bill
- \_\_\_\_\_ (6) Written quotes from three [3] different contractors showing estimates of the same work. Lowest quote will be chosen. Estimates must include parts, labor, and permit fees.
- \_\_\_\_\_ (7) A signed contract between property owner(s) and the selected contractor
- \_\_\_\_\_ (8) Copy of Active Contractor's License
- \_\_\_\_\_ (9) Copy of Active Contractor's Business Tax Receipt(s) & W9



# FACT SHEET OFFICE OF THE CITY MANAGER

### Once application is approved:

- \_\_\_\_\_ (10) Approval Letter from the City of Miramar Utilities Department
- \_\_\_\_\_ (11) Copy of Required Permits (City of Miramar Plumbing Permit)
- \_\_\_\_\_ (12) A Notice of Commencement must be recorded and posted on the job site before the first inspection

## Once work is completed:

- \_\_\_\_\_ (13) Final Inspection from City of Miramar Building Division
- \_\_\_\_\_ (14) Contractor's Final Release of Lien(s)
- (15) Voucher/Authorization for Payment to Contractor
- \_\_\_\_\_ (16) A certificate of lien and/or mortgage recorded on the property to secure the repayment of the loan
- \_\_\_\_\_ (17) Official Loan closing with Financial Services Team

Loans are available on a first come first serve basis until funds are exhausted. The owner(s) of record is the required applicant. If the property has two or more owners, all must sign and agree to the terms of the loan. A certificate of lien will be placed on owner property to secure the loan.

## LOAN TERMS

- The maximum loan amount for each eligible applicant shall not exceed Ten Thousand Dollars (\$10,000.00).
- The interest rate for the loan shall be one percent (1%).
- The loan payment term shall not exceed five (5) years.
- The owner(s) of record shall be the loan applicant.
- A certificate of lien and/or mortgage shall be recorded on the property to secure the repayment of the loan.
- Billing for the loan shall commence thirty (30) days after the loan proceeds are distributed to the owner(s) on the owner(s) monthly water bill.
- A late fee of no greater than ten percent (10%) of the current charges will be applied to delinquent balances and accounts are also subject to disconnection.

## FISCAL IMPACT

• Funding is being made available through Budget Code 410-90-000-590-000-604690

## UPDATE:

• Application Checklist, Application Form, Certificate of Lien, Approval Letter & Marketing collateral has been created.

# FACT SHEET OFFICE OF THE CITY MANAGER



**APPENDIX B - APPLICATION CHECKLIST\_WEB\_EBLAST** 

21-FS-XXX (Number will be entered by OCM)

Date: April 19, 2021 Contact: Virgin, Roy Phone: (954) 883-5065 Email: rvirgin@miramarfl.gov

# City of Miramar (Copper Pipe) Infrastructure Loan Program

# BACKGROUND

On March 23, 2021, the City had a workshop regarding Copper Pipe Pinhole corrosion leaks that some Miramar residents are experiencing. The City is committed to helping its residents with this issue and assistance through a loan program is being made available. The affected resident has the option to apply for the City's low-interest loan program.

**Process:** The property owner(s) is asked to submit application to the City of Miramar Utilities Department for approval of the City's low-interest loan. The loan program criteria (checklist) indicated below will be shared with residents to assist in collection of necessary documents for loan approval and closing. Billing will commence 30 days after the loan proceeds are distributed on the owner's monthly water bill. Late fees of 10% will be applied to delinquent balances. Delinquent accounts are also subject to disconnection.

# LOCATION

13800 Pembroke Program. Application to be submitted to **Dr Roy Virgin**. Monday -Thursday 8:00 am-6:00 pm – **Application Start date: TBD** Application link **miramarfl.gov** 

# Program Criteria

To be included with initial application:

- (1) City of Miramar (Copper Pipe) Infrastructure Improvements Program Application
- \_\_\_\_ (2) Property Owner(s) State ID
- \_\_\_\_ (3) Copy of Property Owner's most recent Property Tax Bill
- \_\_\_\_ (4) Homeowner Insurance policy showing repair coverage/deductible and/or denial of claim
- \_\_\_\_(5) Copy of current-recent Utility/Water Bill
- (6) Written quotes from three [3] different contractors showing estimates of the same work. Lowest quote will be chosen. Estimates must include parts, labor, and permit fees.
- \_\_\_\_ (7) A signed contract between property owner(s) and the selected contractor
- \_\_\_\_(8) Copy of Active Contractor's License
- \_\_\_\_ (9) Copy of Active Contractor's Business Tax Receipt(s) & W9

- Once application is approved:
- \_\_\_ (10) Approval Letter from the City of Miramar Utilities Department
- \_\_(11) Copy of Required Permits (City of Miramar Plumbing Permit)) 💭

Once work is completed:

- \_\_\_\_(12) Final Inspection from City of Miramar Building Division,
- \_\_\_(13) Contractor's Final Release of Lien(s)
- \_\_\_(14) Voucher/Authorization for Payment to Contractor
- \_\_\_\_ (15) A certificate of lien and/or mortgage recorded on the property to secure the repayment of the loan
- (16) Official Loan closing with Financial Services Team

Loans are available on a first come first serve basis until funds are exhausted. The owner(s) of record is the required applicant. If the property has two or more owners, all must sign and agree to the terms of the loan. A certificate of lien will be placed on owner property to secure the loan.

# LOAN TERMS

Estimated cost – not-to-exceed \$10,000.

Billing will commence **30 days** after the loan proceeds are distributed on the owner's monthly water bill

- ✤ Loan Simple Interest Rate 1 %
- Payment term not to exceed 5 years with no prepayment penalty
- $\circ$
- ◆ Late fees of 10% will be applied to delinquent balances

**UPDATE:** 

Delinquent accounts are also subject to disconnection

# FISCAL IMPACT

Funding is being made available through Budget Code 410-90-000-590-000-604690

Application Checklist, Application Form, Certificate of Lien, Approval Letter & Marketing collateral has been created.





# LOAN PROGRAM APPLICATION

Date:		
Property Owner's Last Name:	Property Owner's First Name:	
Property Co-Owner's Last Name:	Property Co-Owner's First Name:	
Property Address:		
Mailing Address:		
Daytime Telephone #:	Evening Telephone #:	
Mobile Number #:	E-Mail Address:	
Please attach 3 quotes for estimating the	work to be completed.	
Selected Contractor's Name:		
Selected Contractor's Daytime Telephone #	£	
To be included with initial application:		O <u>nce application is approved:</u>
(1) City of Miramar (Copper Pipe) Infr	rastructure Improvements Program Application	(10) Approval Letter from the City of Miramar Utilities Department
(2) Property Owner(s) State ID		(11) Copy of Required Permits (City of Miramar Plumbing Permit)
(3) Copy of Property Owner's most re	cent Property Tax Bill	Once work is completed:
(4) Homeowner Insurance policy showi	.ng repair coverage/deductible	(12) Final Inspection from City of Miramar Building Division
(5) Copy of current-recent Utility/Wat	er Bill	(13) Contractor's Final Release of Lien(s)
(6) Written quotes from three [3] differ	rent contractors showing estimates of the same work	(14) Voucher/Authorization for Payment to Contractor

Lowest quote will be chosen. Estimates must include parts, labor, and permit fees.

\_\_\_\_ (7) A signed contract between property owner(s) and the selected contractor

(8) Copy of Active Contractor's License

(9) Copy of Active	Contractor's	Business	Tax Receip	ot(s) & W9
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\_\_\_\_(15) A certificate of lien and/or a mortgage recorded shall be on the property to secure the repayment of the loan

\_\_\_ (16) Official Loan closing with Financial Services Team









# **CERTIFICATE OF LIEN**

This certificate is for the property located at \_\_\_\_\_\_ Folio#:\_\_\_\_\_\_ Folio#:\_\_\_\_\_\_(the "Property").

By signing this certificate, the owner, its successors and assigns of the above-described property (the "Owner") acknowledges and agrees as follows:

- (1) The Owner is vested with fee simple title of record to the Property.
- (2) The repair of the copper piping and new pipe replacement (the "Improvements"), will provide a benefit to the owner property.
- (3) The total cost of the Improvements required to serve the Property is \$\_\_\_\_\_\_ (the "Project Cost").
- (4) The terms and conditions of the City of Miramar Loan Program, including but not limited to, (a) repayment of the Project Costs, (b) the repayment term of \_\_\_\_ (\_\_) years, (c) the annual percentage rate of \_\_\_\_ (\_\_\_) percent, (d) the prepayment requirements, and (e) and computation of the annual charges, are fair and reasonable in relation to the special benefits to be provided to the Property by construction of the Renovations/Improvements.
- (5) Billing will commence 30 days after the loan proceeds are distributed on the owner's monthly water bill. Late fees of 10% will be applied to delinquent balances. Delinquent accounts are also subject to disconnection.
- (6) Upon sale of the Property, the loan must be paid in full.
- (7) The City is hereby authorized to record this certificate of lien and it is understood that the lien will only be released when the loan has been paid in full.

THIS CERTIFICATE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE ACKNOWLEDGMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY AND SHALL BE BINDING ON THE OWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS ACKNOWLEDGMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE STOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS ACKNOWLEDGMENT OR THE ASSESSMENTS.

Property Owner's Name (printed)	(signature)	Date	_
Property Co-Owner's Name (printed)	(signature)	Date	_
STATE OF FLORIDA, COUNTY OF BR	oward		
The foregoing instrument was acknowledged befor	e me this this day of, 20	, by	, who is personally
known to me or who has produced	as identification and who did no	t take an oath.	

known to me or who has produced



My Commission Expires:

Name: \_\_\_\_\_

Commission No.:





# SECOND MORTGAGE AGREEMENT

# SAMPLE OF DOCUMENT TO BE COMPLETED AT CLOSING

# SECOND MORTGAGE AGREEMENT

The undersigned, Jane Does (a single woman) and XXXXXXXXXXXXXXXXXX, (hereinafter "Owner(s)") whose mailing address is 1234 Anywhere Drive Miramar, FL Zip Code and who owns certain real property located at 1234 Anywhere Drive Miramar, FL Zip Code (hereinafter "Property") and legally described as:

# LEGAL DESCRIPTION. FOLIO #

In consideration of a deferred payment loan or benefit given by the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), in connection with the COPPER PIPE INFRASTRUCTURE PROGRAM for the purpose of ASSIST IN THE REPAIRS OF SAID PROPERTY, with regards to the above-described property, without interest, as specified on the Promissory Note, attached hereto and incorporated herein as Exhibit "A", so long as OWNER does not sell, convey, lease or otherwise dispose of the real property within five (5) years of the execution of this Agreement, OWNER agrees as follows:

1. A lien against the Property is hereby established in favor of the CITY, for a term of five (5) years from the date of execution of this Agreement, to provide security for the amount set forth in the Promissory Note, which becomes payable by the OWNER or the OWNER'S estate, personal representatives, heirs or devisees. The lien on OWNER'S Property shall be discharged on the date following the five (5) year anniversary of the execution of this Agreement ("Discharge Date").

2. The OWNER shall abide by all the stipulations, agreements, conditions, and covenants of this Agreement, and shall duly pay all taxes, all insurance premiums reasonably required, and keep the Property in preserved and good condition.

3. City funds are used to ASSIST IN THE REPAIRS OF SAID PROPERTY. Therefore, OWNER must live in the dwelling on the Property for at least five (5) years from the date of execution of this Agreement. Leasing the above-described property is not permitted.

4. RECAPTURE PROVISION. If OWNER breaches this Agreement by selling, conveying, leasing, abandoning or otherwise disposing of the Property during the five (5) year period, the loan shall become immediately due and payable, in full, to the CITY.

5. Subordination of Mortgage. This Second Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain Mortgage from Borrower to the First Lender, dated \_\_\_\_\_\_, recorded in Official Records Book at Page in the Public Records Office of County, Florida (the "First Mortgage") securing that certain note having an original principal face amount of \$ dollars, dated \_\_\_\_\_\_ (the "First Note") made by Borrower payable to \_\_\_\_\_\_\_ (the "First Lender").

6. The CITY consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the payment of money. If any provision of the Promissory Note or the Second Mortgage Agreement conflicts with any provisions of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

7. Should the OWNER fail to fully comply with the terms, conditions and obligations set forth in this Agreement, then the lien established by the Agreement may be foreclosed in the same manner as provided by law for foreclosure of a mortgage, and in addition, the terms, conditions, and obligations herein may be enforced by any other action, in law or equity, at the option of the CITY.

8. After the Discharge Date, OWNER may sell, convey, lease or otherwise dispose of the Property free and clear of any encumbrance or lien in favor of CITY in connection with the COPPER PIPE INFRASTRUCTURE PROGRAM.

9. In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision in this Agreement or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

10. All costs, including reasonable attorney's fees, which may be incurred by the CITY for the collection of any amounts which may become due the CITY hereunder or which may be incurred by the CITY in the enforcement of the Agreement, conditions, and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the OWNER.

11. In the event that the sole OWNER should die, or upon the death of the survivor of JOINT OWNERS, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased OWNER.

12. The use of the word OWNER in this Agreement shall apply to the plural as well as the singular.

13. Venue of any action relating to this Second Mortgage Agreement shall be in Broward County, Florida, and this Agreement shall be governed by the laws of the State of Florida.





# SECOND MORTGAGE AGREEMENT (CONT.)

# SAMPLE OF DOCUMENT TO BE COMPLETED AT CLOSING

ATTEST:		OWNER
Witness		Print Name
Witness		Signature (before Notary)
ATTEST:		This day of, 20 OWNER
Witness		Print Name
Witness		Signature (before Notary)
COPPER PIPE INFRASTRU	CTURE PROGRAM:	This day of, 20 NOT TO EXCEED <u>\$10,000.00</u>
STATE OF FLORIDA		
COUNTY OF BROWARD	) ss: )	
	0	day of, 20 by <u>Jane Doe</u> is/are personally known to me or who produced

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission expires:

Notary Public State of Florida at Large



as identification.





# CONTRACTOR'S FINAL RELEASE OF LIEN(S)

said property, and that I have the right to execute this waiver and release of liens.

IN WITNESS	WHEREOF			have (has) hereunto seth	hand and
seal	_this	_day of,	20,	, A.D.	

WITNESS:

SEAL:

SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, A.D.

Notary Public







# **CITY OF MIRAMAR VOUCHER/AUTHORIZATION FOR PAYMENT TO CONTRACTOR**

Project Name:		
Property Address:		
Folio Number:		
Property Owner's Last Name:		
Property Co-Owner's Last Name:	_ Property Co-Owner's First Name	2:
<b>Project Scope:</b> Original Bid Quotes shall include the following: Permit fees, replacing copper pipes at property, site restoration to mat	ch existing materials, protection of utilitie	s system as necessary. Contractor is responsible for
determining the location and length of the copper pipes, location and l		
Contractor's Name:		
Contractors Address:		
1. Bid quote of contract work (100% of work completed)		\$
2. Cost of any approved change orders		\$
3. Total amount of payment		\$
Basis of Change Order:		
*Cost of any change order must be approved by the City of Miramar.	NOTE: Please attach the Contractor	's Final Release of Lien(s) for payment.
I /We the Property Owner(s) of the above listed property am	n/are satisfied with the work performe	ed by the contractor and authorize the City of
Miramar to pay the above named contractor for the work perfe		
Property Owner's Name (printed)	(signature)	Date
Property Co-Owner's Name (printed)	(signature)	Date

If there is a dollar (\$) amount in line #2 above, then the contractor's signature as well as the approving city official's signature are required below.

Contractor's Signature:	Date:
Approving City of Miramar Official's Signature: _	Date:





# City of Miramar (Copper Pipe) Infrastructure Improvements Loan Program

BEAUTY AND PROGRESS EST 1955

This section will be completed by Utilities Services Administrator who will transfer the file to the Finance	e Directo	or's Offic	e to proce	ss payment.	
Property Owner's Name(s):					
Property Address:					
Contractor's Name:					
Amount Due Contractor:					
(1) City of Miramar (Copper pipe) Infrastructure Improvements Program Application					
(2) Certificate of Lien					
(3) Copy of Active Contractor's License					
(4) Active Contractor's Business Tax Receipt & W9					
(5) Copy of Three Written Quotes (lowest bid)					
(6) Voucher/Authorization for Payment to Contractor					
(7) Copy of Property Owner's most recent Property Tax Bill					
<ul> <li>(8) Copy of Required Permits         <ul> <li>Broward County Dept. of Planning and Environmental Protection</li> <li>City of Miramar Plumbing Permit</li> <li>(9) Approval Letter</li> </ul> </li> </ul>					
(10) Property Owner(s) State ID					
(11) Copy of current-recent Utility/Water Bill.					
(12) Final Inspection from City of Miramar Building Division					
(13) Insurance Letter					
(14) Notarized Letter from Homeowner regarding ownership.					
Processed by:		/	/		
Name The Finance Director (or designee) will verify that all documents are in this file before the Contractor is	paid:	Date			
Verified by:		/	/		
Finance Director's (or Designee's) Signature	Date	_/	_/	_	
(15) Final Contractor's Release of Liens					
(16) Official Loan closing with Financial Services Team					
Upon payment to the Contractor, this file shall be transferred to the Utilities Billing Division for repayme be filed with all documents relevant to the City of Miramar (Copper Pipe) Infrastructure Improvements			id, to the	City Clerk's Off	fice to
Payment Denied / Explain Reason(s):					



# City of Miramar (Copper Pipe) Infrastructure Improvements Loan Program Application

Date:	
Property Owner's Last Name:	Property Owner's First Name:
Property Co-Owner's Last Name:	Property Co-Owner's First Name:
Property Address:	
Mailing Address:	
Daytime Telephone #:	_ Evening Telephone #:
Mobile Number #:	E-Mail Address:
Please attach 3 quotes for estimating t	he work to be completed.
	e #
To be included with initial application:         (1) City of Miramar (Copper Pipe)         (2) Property Owner(s) State ID         (3) Copy of Property Owner's mo         (4) Homeowner Insurance policy         and/or denial of claim         (5) Copy of current-recent Utility/N	

Once application is approved:

- \_\_\_\_\_ (10) Approval Letter from the City of Miramar Utilities Department
- (11) Copy of Required Permits (City of Miramar Plumbing Permit is required and possibly a City of Miramar Structural Permit – contact Building Dept for further information)
- \_\_\_\_\_ (12) A Notice of Commencement must be recorded and posted on the job site before the first inspection

Once work is completed:

- \_\_\_\_\_ (13) Final Inspection from City of Miramar Building Division
- (14) Contractor's Final Release of Lien(s)
- \_\_\_\_\_ (15) Voucher/Authorization for Payment to Contractor
- (16) A certificate of lien and/or a mortgage recorded shall be on the property to secure the repayment of the loan
- \_\_\_\_\_ (17) Official Loan closing with Financial Services Team

### LOAN TERMS

- (a) The maximum loan amount for each eligible applicant shall not exceed Ten Thousand Dollars (\$10,000.00).
- (b) The interest rate for the loan shall be one percent (1%).
- (c) The loan payment term shall not exceed five (5) years.
- (d) The owner(s) of record shall be the loan applicant.
- (e) A certificate of lien and/or mortgage shall be recorded on the property to secure the repayment of the loan.
- (f) Billing for the loan shall commence thirty (30) days after the loan proceeds are distributed to the owner(s) on the owner(s) monthly water bill.
- (g) A late fee of no greater than ten percent (10%) of the current charges will be applied to delinquent balances and accounts are also subject to disconnection.

By means of signature below, I hereby attest that all the information provided in this application is true and correct and agree to the aforementioned requirements and loan terms.

Property Owner's Name (printed)	(signature)	Date
Property Co-Owner's Name (printed)	(signature)	Date
STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowled by, produced,	who is personally	this day of, 20 , known to me or who has n and who did not take an oath.
	Name: Notary Pu My Commission E	

Commission No.:

# **CERTIFICATE OF LIEN**

This certificate is for the property located at \_\_\_\_\_

Folio#:\_\_\_\_\_\_(the "Property").

By signing this certificate, the owner, its successors and assigns of the above-described property (the "Owner") acknowledges and agrees as follows:

(1) The Owner is vested with fee simple title of record to the Property.

(2) The repair of the copper piping and new pipe replacement (the "Improvements"), will provide a benefit to the owner property

(3) The total cost of the Improvements required to serve the Property is \$\_\_\_\_\_(the "Project Cost").

(4) The terms and conditions of the City of Miramar Loan Program, including but not limited to, (a) repayment of the Project Costs, (b) the repayment term of \_\_ (\_\_) years, (c) the annual percentage rate of \_\_\_ (\_\_) percent, (d) the prepayment requirements, and (e) computation of the annual charges, are fair and reasonable in relation to the special benefits to be provided to the Property by construction of the Renovation/Improvements.

(5) Upon sale of the Property, the loan must be paid in full.

(6) The City is hereby authorized to record this certificate of lien and it is understood that the lien will only be released when the loan has been paid in full.

THIS CERTIFICATE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE ACKNOWLEDGMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY AND SHALL BE BINDING ON THE OWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS ACKNOWLEDGMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS ACKNOWLEDGMENT OR THE ASSESSMENTS.

Property Owner's Name (printed)	(signature)	Date	
Property Co-Owner's Name (printed)	(signature)	Date	
STATE OF FLORIDA COUNTY OF BROWARD			
The foregoing instrument was acknowledge , who	ged before me this is personally	· · ·	·
produced		and who did not take	
	Name:		

Notary Public	
My Commission Expires:	
Commission No.:	



# CONTRACTOR'S FINAL RELEASE OF LIEN(S)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \_\_\_\_\_\_(\$ ) paid by the City of Miramar, Florida, receipt of which is hereby acknowledged, I do hereby release and quitclaim to the PROPERTY OWNER, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which \_\_\_\_\_\_ (general contractor, subcontractor, materialman, or other person furnishing labor or materials now has or might have against the property, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the repairs of the residence located at \_\_\_\_\_\_\_. Further, I warrant that I have not and will not assign any claim for payment nor right to perfect a lien against said property, and that I have the right to execute this waiver and release of liens

IN WITNESS WHEREOF \_\_\_\_\_\_ have (has) hereunto set \_\_\_\_\_\_hand and seal \_\_\_\_\_\_this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_, A.D.

WITNESS:

SEAL:

SWORN AND SUBSRIBED TO BEFORE ME this \_\_\_day of \_\_\_\_\_, 20\_\_\_, A.D.

Notary Public State of Florida – at – Large

My Commission expires:



## City of Miramar Miramar Infrastructure (Copper Pipe) Loan Program Voucher/Authorization for Payment to Contractor

Project Name:		
Property Address:		
Folio Number:		
Property Owner's Last Name:	Property Owner's First Name:	
Property Co-Owner's Last Name:	Property Co-Owner's First Name:	
Project Scope:		
Original Bid Quotes shall include the following: Permit fees, replacing copper pipes at property, utilities system as necessary. Contractor is resp copper pipes, location and length of proposed w lateral.	onsible for determining the loca	ation and length of the
Contractor's Name:		
Contractors Address:		
<ol> <li>Bid quote of contract work (100% of work</li> <li>Cost of any approved change orders</li> <li>Total amount of payment</li> </ol>	completed)	\$ \$ \$
Basis of Change Order:		
*Cost of any change order must be approved by NOTE: Please attach the Contractor's Final Re		
I /We the Property Owner(s) of the above listed contractor and authorize the City of Miramar to p on my/our behalf.		
Property Owner(s) Signature:	Date:	
Property Co-Owner(s) Signature:	Date:	
If there is a dollar (\$) amount in line #2 above, th city official's signature are required below.	nen the contractor's signature a	as well as the approving
ontractor's Signature: Date:		

Approving City of Miramar Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **APPENDIX E - APPROVAL LETTER FORM**



BEAUTY AND PROGRESS EST 195 5

City of Miramar

#### Mayor

Wayne M. Messam

Vice Mayor

Yvette Colbourne

City Commission

Winston F. Barnes

Maxwell B. Chambers

Alexandra P. Davis

#### "We're at the Center of Everything"

Utilities Department 13900 Pembroke Road Miramar, Florida 33027 August 3, 2021

**Customer Name** 

**Customer Address** 

**RE: Customer Address** 

Dear Customer:

Congratulations, your application for the copper pipe infrastructure loan program has been approved. The loan amount is for \$10,000 with simple interest at 1%. The total of the loan including interest is \$10,500.00. The loan will be scheduled for sixty (60) equal payments of \$175.00 which will be billed monthly to the property's Utility/Water bill. The first installment will appear on your Utility/Water Bill within 30 days after completion of the work and disbursement to your contractor. Late fees of 10% will be applied to delinquent balances. Delinquent accounts are also subject to disconnection

A certificate of lien and/or mortgage shall be recorded on the property to secure the repayment of the loan. There is no pre-payment penalty associated with this loan. If you wish to pay the loan in full, you will need to contact the City so a final payoff amount can be calculated. Your Utility/Water bill must be current before funds can be released to the contractor.

The City will release the loan funds by check, payable directly to the selected contractor. These funds will be released to the contractor after completion of a satisfactory inspection by the City's Building Division. Direct payment to the contractor does not change the status of the parties but is for the sole and exclusive purpose of expediting payments of the sums due the contractor.

Please refer to the City of Miramar (Copper Pipe) Infrastructure Improvements Loan Program Application for a list of requirements and Ioan terms.

Sincerely,

Phone (954) 602-4357 TDD: (954) 602-3802 FAX: (954) 602-4710

#### SAMPLE OF DOCUMENT TO BE COMPLETED AT CLOSING

#### SECOND MORTGAGE AGREEMENT

The undersigned, <u>Jane Doe and John Doe</u>, <u>husband and wife</u>, (hereinafter collectively referred to as "Owner") whose mailing address is <u>1234 Anywhere Drive Miramar</u>, FL Zip Code and who owns certain real property located at <u>1234 Anywhere Drive Miramar</u>, FL Zip Code (hereinafter "Property") and legally described as:

### LEGAL DESCRIPTION. FOLIO #

In consideration of a loan or benefit given by the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), in connection with the CITY'S Copper Pipe Infrastructure Program ("Program") for the purpose performing repairs to the Property that are consistent, and as specified in the Promissory Note, attached hereto and incorporated herein as Exhibit "A". Owner agrees as follows:

1. A lien against the Property is hereby established in favor of the CITY, for a term of five (5) years from the date of execution of this Mortgage Agreement, to provide security for the amount set forth in the Promissory Note, which becomes payable by the Owner's, personal representatives, heirs or devisees. The lien on Owner's Property shall be discharged on the date following the five (5) year anniversary of the execution of this Agreement ("Discharge Date").

2. The Owner shall abide by all the stipulations, agreements, conditions, and covenants of this Agreement, and shall duly pay all taxes, all insurance premiums reasonably required, and keep the Property in preserved and good condition.

3. City funds are used to affect the repair to the Property approved by the Program.

4. Subordination of Mortgage. This Second Mortgage shall be subordinated to the terms and conditions specified in that certain Mortgage from Borrower to the First Lender, dated , recorded in Official Records Book at Page \_\_\_\_\_\_ in the Public Records Office of Broward County, Florida (the "First Mortgage") securing that certain note having an original principal face amount of \$ dollars, dated \_\_\_\_\_\_ (the "First Note") made by Borrower payable to \_\_\_\_\_\_ (the "First Lender").

5. The CITY consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the payment of money. If any provision of the Promissory Note or the Second Mortgage Agreement conflicts with any provisions of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

6. Should the Owner fail to fully comply with the terms, conditions and obligations set forth in this Agreement, then the lien established by the Agreement may be foreclosed in the same manner as provided by law for foreclosure of a mortgage, and in addition, the terms, conditions, and obligations herein may be enforced by any other action, in law or equity, at the option of the CITY.

9. In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision in this Agreement or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

10. All costs, including reasonable attorney's fees, which may be incurred by the CITY for the collection of any amounts which may become due the CITY hereunder or which may be incurred by the CITY in the enforcement of the Agreement, conditions, and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner. 11. In the event that the sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased Owner.

12. The use of the word OWNER in this Agreement shall apply to the plural as well as the singular.

#### [THIS SPACE INTENTIONALLY LEFT BLANK]

13. Venue of any action relating to this Second Mortgage Agreement shall be in Broward County, Florida, and this Agreement shall be governed by the laws of the State of Florida.

ATTEST:

OWNER

Witness

Print Name

Witness

Signature (before Notary)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

ATTEST:

OWNER

Witness

Witness

Print Name

Signature (before Notary)

This day of , 20

### COPPER PIPE INFRASTRUCTURE PROGRAM: NOT TO EXCEED \$10,000.00

STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD )

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_,
20\_\_\_.

My commission expires:

Notary Public State of Florida at Large