

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

<b>Meeting Date</b> 3/17/2014	<b>Open Agenda</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Special Order Request</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Agenda Item Number</b> L-14		
<b>TITLE:</b>  Grant of Utility Easement to Florida Power and Light for Quiet Waters Athletic Park Improvements on the Campus of Quiet Waters Elementary School		
<b>REQUESTED ACTION:</b>  Approve the grant of a Utility Easement to Florida Power and Light (FP&L) to provide a new primary electrical service at Quiet Waters Athletic Park on the campus of Quiet Waters Elementary School.		
<b>SUMMARY EXPLANATION AND BACKGROUND:</b>  On January 25, 2011 the City of Deerfield Beach (City) and The School Board of Broward County, Florida (SBBC) entered into a Forty (40) year Master Lease Agreement for the lease of the five (5) acres of open space acquired by the Board in December 2008. The City, in conjunction with Broward County, funded the construction of Quiet Waters Athletic Park, consisting of a ball field, two multi-purpose fields, sports lighting, and retention areas for the joint use by Quiet Waters Elementary School students and the local residents.. The proposed Utility Easement is required by FP&L to provide a new primary electrical service sufficient to feed the Quiet Waters Athletic Park currently under construction on the campus of Quiet Waters Elementary School.  This item has been reviewed and approved as to form and legal content by the Office of the General Counsel.		
<b>SCHOOL BOARD GOALS:</b> <input type="checkbox"/> •Goal 1: High Quality Instruction. <input checked="" type="checkbox"/> •Goal 2: Continuous Improvement. <input type="checkbox"/> •Goal 3: Effective Communication.		
<b>FINANCIAL IMPACT:</b>  There is no financial impact to the District; therefore, this item does not require a Collaboration Form from the Capital Budget Department.		
<b>EXHIBITS: (List)</b>  1. Executive Summary 2. Underground Easement 3. Master Lease Agreement 4. City of Deerfield Beach Letter		
<b>BOARD ACTION:</b>  <div style="text-align: center; font-size: 1.5em; font-weight: bold;">APPROVED</div> (For Official School Board Records' Office Only)		<b>SOURCE OF ADDITIONAL INFORMATION:</b> Chris O. Akagbosu 754-321-2162 Dave Archer 954-249-3904  Name _____ Phone _____

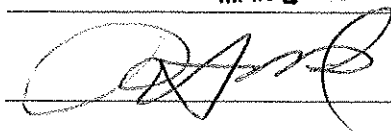
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**Leslie M. Brown**  
**Chief Portfolio Services Officer**

Approved in Open Board Meeting on:

**MAR 17 2014**

By:



School Board Chair

## EXECUTIVE SUMMARY

Grant of Utility Easement to Florida Power and Light for Quiet Waters Athletic Park Improvements on the Campus of Quiet Waters Elementary School

### **Additional Background Information:**

In an effort to provide high quality recreational facilities for the students at Quiet Waters Elementary School as well as all of the children of the City of Deerfield Beach, and pursuant to the 2000 Broward County Safe Parks and Land Preservation Bond, the City of Deerfield Beach, in conjunction with Broward County, entered into an agreement for the development and construction of improvements to the Quiet Waters Elementary School grounds. The improvements currently under construction include a ball field, two multi-purpose fields, sports lighting, and retention areas for the joint use by Quiet Waters Elementary School students and the local residents. The five (5) acre site is the subject of a Master Lease Agreement, executed in January 2011, between The School Board of Broward County, Florida and the City of Deerfield Beach. These improvements require a new FP&L primary electrical service and easement for which approval is hereby requested. These improvements are intended to improve the usefulness of the play area and enhance the experience for all who utilize the park.

Sec. 4, Twp 48, Rge 42-E**UNDERGROUND EASEMENT**

This Instrument Prepared By

Parcel I.D. 484204000150  
(Maintained by County Appraiser)Name: \_\_\_\_\_  
Co. Name: Florida Power & Light Company  
Address: \_\_\_\_\_

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light, its affiliates, licensees, agents, successors, and assign ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Reserved for Circuit Court

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 2014.

Signed, sealed and delivered in the presence of:

Pauline E. White  
(Witness's Signature)

Print Name: PAULINE E. WHITE

Genevieve Ponce  
(Witness's Signature)

Print Name: GENEVIEVE PONCE  
(Witness)

Approved as to form and legal content.

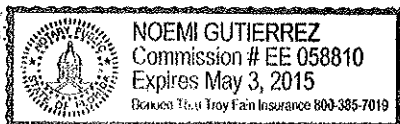
Paul Rodriguez 03/03/14  
Office of the General Counsel

The School Board of Broward County, Florida

By: Patricia Good  
(Chair signature)Print Name: Patricia GoodPrint Address: 600 S.E. Third Avenue  
Fort Lauderdale, FL 33301Attest: Robert W. Runcie  
(Superintendent of Schools Signature)Print Name: Robert W. RunciePrint Address: 600 S.E. Third Avenue  
Fort Lauderdale, FL 33301STATE OF FLORIDA AND COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2014 by Patricia Good, Chair, and Robert W. Runcie, Superintendent respectively the \_\_\_\_\_ grantor and Secretary of The School Board of Broward County, FL, a corporation, on behalf of said corporation, who are personally known to me or have produced \_\_\_\_\_ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires



Notary Public, Signature

Print Name NOEMI GUTIERREZ

**DESCRIPTION: FLORIDA POWER AND LIGHT EASEMENT**

A PORTION OF GOVERNMENT LOT 3, IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF ELEMENTARY SCHOOL "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE SOUTH 89°18'01" WEST, ALONG THE SOUTH RIGHT OF WAY OF HILLSBORO BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 13007, AT PAGE 307 OF SAID PUBLIC RECORDS, A DISTANCE OF 408.68 FEET; THENCE SOUTH 00°41'59" EAST, ALONG THE WEST BOUNDARY OF THOSE LANDS AS DESCRIBED IN CORRECTIVE QUIT CLAIM DEED, RECORDED IN OFFICIAL RECORDS BOOK 45951, PAGE 1617, A DISTANCE OF 2.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°18'01" EAST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 00°41'59" EAST, ALONG A LINE 13.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH SAID WEST BOUNDARY, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°18'01" WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 00°41'59" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

**NOTES:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF ELEMENTARY SCHOOL "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGE 20 OF SAID PUBLIC RECORDS OF BROWARD COUNTY. THE WEST BOUNDARY OF SAID PLAT BEARS SOUTH 00°41'59" EAST.

THIS DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED SKETCH.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER 271

  
\_\_\_\_\_  
**DOUGLAS M. DAVIE.**

PROFESSIONAL SURVEYOR AND MAPPER NO. 4343

THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT  
VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.



# CRAVEN • THOMPSON & ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: **CITY OF DEERFIELD BEACH**

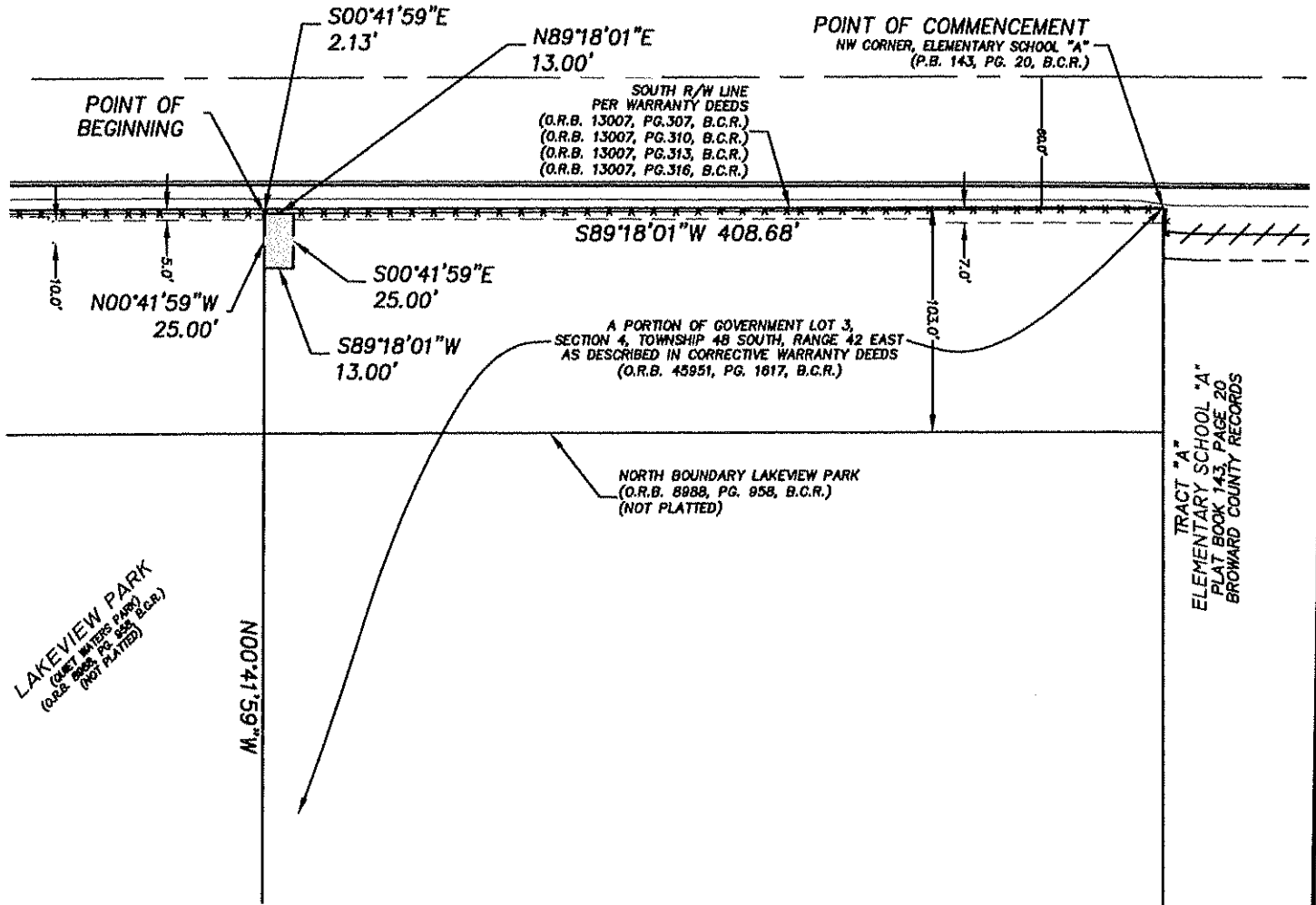
**NOTE:** THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

## SKETCH TO ACCOMPANY DESCRIPTION FLORIDA POWER AND LIGHT EASEMENT

### HILLSBORO BLVD. (STATE ROAD #810)

RIGHT-OF-WAY MAP SECTION 86120-2508, SHEET 12 OF 19,  
DATED 11-5-92, LAST REVISED 3-14-94

SCALE= 1"=80'



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D
REV TO 13x25 MOVE TO CLF	1/27/14	DMD	

**NOTE** The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

**NOTE** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

G: \2004\040006\DWG\SD-FPL3.DWG

JOB NO.: 04-0006      DRAWN BY: DMD      CHECKED BY: RAY      F.B. 2619      PG. 51      DATED: 1/22/14

**AGENDA REQUEST FORM**  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <b>1/25/11</b>	<div style="display: flex; justify-content: space-between;"> <div>Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> <div>Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> </div>	Agenda Item Number <b>J-10</b>
TITLE <p align="center"><b>Master Recreation Lease Agreement between the City of Deerfield Beach and The School Board of Broward County, Florida</b></p>		
REQUESTED ACTION: <p>Approve the Master Recreation Lease Agreement between the City of Deerfield Beach and The School Board of Broward County, Florida.</p>		
SUMMARY EXPLANATION AND BACKGROUND: <p>The City of Deerfield Beach desires to lease the five (5) acres of open space acquired by the Board in December 2008. The District purchased this parcel with the intent of relocating the recreational fields displaced by the construction of the classroom addition building at Quiet Waters Elementary school to the parcel.</p> <p>The City's Parks and Recreation Department desires to fund the construction of a ball field, two multi-purpose fields, lighting and retention areas for the joint use by Quiet Waters Elementary School students and the local residents. The District will provide design services support and participate in periodic and final construction inspections.</p> <p>This item has been reviewed and approved as to form and legal content by the School Board Attorney.</p>		
SCHOOL BOARD GOALS: <div style="display: flex;"> <div style="width: 5%; text-align: right;"> <input type="checkbox"/> •Goal One: <input type="checkbox"/> •Goal Two: <input type="checkbox"/> •Goal Three: <input type="checkbox"/> •Goal Four: <input type="checkbox"/> •Goal Five: <input checked="" type="checkbox"/> •Goal Six: <input type="checkbox"/> •Goal Seven: </div> <div style="width: 95%;">           Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.            Improve the health and wellness of students and personnel.            Provide a safe and secure physical and technological environment for all students and employees.            Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.            Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.            Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.            Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs. </div> </div>		
FINANCIAL IMPACT: <p>There is no financial impact to the School District, therefore this item does not require a collaboration form from the Capital Budget Department.</p>		
EXHIBITS: (List) <p>1. Master Recreation Lease Agreement</p>		
BOARD ACTION: <p align="center"><b>APPROVED</b></p> <small>(For Official School Board Records' Office Only)</small>		SOURCE OF ADDITIONAL INFORMATION: <div style="display: flex; justify-content: space-between;"> <div>Chris O. Akagbosu</div> <div>(754) 321-2162</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Name</div> <div>Phone</div> </div>

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Thomas E. Lindner, Acting Deputy Superintendent  
 Facilities & Construction Management Division

Approved in Open Board Meeting on:

By:

Revised July 2008

FN/TF/CA/NA/du:ll

**JAN 25 2011**

*[Signature]*

School Board Chair

## MASTER RECREATION LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this 25<sup>th</sup> day of January, 20 11  
by and between

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

### THE CITY OF DEERFIELD BEACH

(hereinafter referred to as "CITY"),  
whose principal place of business is  
150 N.E. Second Avenue, Deerfield Beach, Florida 33441.

**WHEREAS**, SBBC is the controlling body of the Public Schools of Broward County, Florida, and does own certain school sites and other real estate parcels located in Deerfield Beach, Broward County, Florida, hereinafter referred to as "school grounds".

**WHEREAS**, by reason of the heavy demands existing in Deerfield Beach as a result of the increase of the population of school children, SBBC is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvements of the school grounds as parks and well-equipped playgrounds; and

**WHEREAS**, it is the purpose and policy of CITY to develop, operate and maintain parks and community recreational facilities; and

**WHEREAS**, Whereas, the City and SBBC are desirous of providing a mechanism whereby the City can undertake improvements to the recreational facilities on a portion of the school grounds for recreational purposes, upon the City's determination that it has the funds available to construct such improvements; and

**WHEREAS**, SBBC and CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of Deerfield Beach:

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 - CONDITIONS

2.01 **Leased Property.** SBBC does hereby lease to CITY a five (5) acre parcel on Quiet Waters Elementary School, as shown on Exhibit "A" attached hereto and made a part hereof under the terms and conditions hereinafter set forth.

2.02 **Lease Term.** The term of the lease of said premises is forty (40) years from the date of the execution of this lease agreement by both parties.

2.03 **Rental.** The rental shall be One Dollar (\$1.00) per year payable to SBBC on the yearly anniversary of the lease agreement.

2.04. **Uses Permitted.** The uses and purposes to which CITY shall put said premises to use shall be for playground and recreational purposes available to the citizens of the area. The land herein leased shall be preserved as open space and for recreational use in perpetuity. Uses permitted, but not limited to these uses are: improved recreational fields (baseball, soccer, football, etc), ball courts (tennis, basketball, etc.), wet or dry water retention areas, reforestation, agricultural use, educational earth science uses, lighting, scoreboards, fencing, walkways, boardwalks, restroom facilities, field house, maintenance facilities, and parking spaces. No use of the property shall be allowed which is inconsistent with the intent and purpose of the Declaration of Restrictive Covenants recorded in the Official Records Book 45951, Page 1611 of the Broward County Records. No advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by SBBC in writing.

2.05. **Conflict of Uses.** The uses of said premises by CITY shall be limited and restricted so as not to conflict in any way with the use of said property by SBBC in its Public Education Program, and the use of said property by CITY shall at all times be in compliance with the laws of the State of Florida concerning the use of school property.

2.06 **Improvements.** The proposed design and location of any and all improvements to be constructed or placed on the leased premises shall be consistent with those listed within the Declaration of Restrictive Covenants recorded in the Official Records Book 45951, Page 1611 of the Broward County Records, including but not limited to baseball diamonds, buildings, lights, etc., and must be approved in writing by SBBC prior to placement or construction., The approval by SBBC shall not be unreasonably withheld.

A. The City shall cause certain improvements, substantially as depicted on Exhibit B attached hereto, to be constructed on the leased property. It is understood that the ultimate, actual design and extent of such improvements may differ from those as depicted on Exhibit B, and the design and any improvements actually constructed or placed on the leased property must be approved by both the City and the SBBC or its designee. The purpose of the exhibit is to provide evidence of the general intent of the parties. The specific improvements contemplated and as shown on attached Exhibit "B: shall hereinafter be referred to as "The Improvements".

B. No improvements of any kind shall be constructed or placed on the premises without the written approval of SBBC or its designee. Any improvements constructed or placed without such written approval shall be immediately removed by the City or relocated within ten (10) days of receipt of written demand by SBBC or its designee, unless the parties agree that such improvements should remain, whereby this agreement will be amended to reflect the use and responsibility for such improvements.

C. The City shall be solely responsible for the construction of The Improvements on the leased grounds. SBBC's designee shall prepare construction documents for City's review and issuance of all required building permits. SBBC's designee shall develop and provide to City a list of site investigations, analyses or reports ("Reports") necessary to design The Improvements. The City shall timely procure and pay the cost for all such Reports. The parties agree to cooperate in good faith to implement the parties' respective obligations herein and the parties shall be obligated to take all necessary actions required to fulfill the spirit and intent of this agreement including, but not limited to the obligation to execute documents necessary to obtain permits.

D. Subject to the provisions as set forth above, the parties further agree that City will prepare and submit plans to SBBC or its designee, for review and approval of all subsequent proposed improvements. All proposed design documents shall meet or exceed the requirements of The Florida Building Code, including compliance with the State Requirements for Educational Facilities ("SREF). Within ninety (90) days of receipt of proposed design documents, SBBC shall either approve or reject such proposed design documents. All design documents must be approved by SBBC or its designee prior to submission to the Department of Education, if applicable. The City agrees to obtain all necessary permits and approvals and to contract with a contractor for the construction of the improvements. SBBC shall cooperate with City and City's contractors to make the leased premises reasonably available for necessary



construction activities to complete construction pursuant to any construction contract.

E. The City shall be solely responsible for all contracts or obligations to the contractor hired to construct improvements.

F. **Payment and Performance Bonds.** Before commencement of construction or placement of any improvements, the City shall require its contractor to furnish surety payment and performance bonds, naming both City and SBBC as Obligees, that guarantee the completion of the improvements and the performance of the work necessary to complete such improvements, and guarantee full payment of all suppliers, materialmen, laborers and subcontractors providing materials, labor or services used to complete such improvements. The City shall require its contractor to deliver a copy of the surety bonds to the City. The City shall require that such bonds remain in full force and effect for one year after completion and acceptance of the improvements by both City and SBBC or its designee. The City shall require its contractor to promptly correct any and all defective or faulty work or materials that appear after the completion and acceptance of the improvements within the applicable warranty periods for such work.

G. The City shall provide the SBBC or its designee copies of all requests for payment from its contractors, and shall provide documentation of all payments made to such contractors. SBBC may make periodic visits to the site to observe the progress of the work. Prior to issuance of Final Payment by the City to its contractors, City and SBBC shall jointly inspect the work to identify incomplete or unacceptable work under the applicable construction contract which would preclude the making of Final Payment. The City shall be responsible to seek redress from the contractor for failure to comply with the construction contract, or for contractor's failure to remedy any defective or warranty items.

H. The City agrees that it will obtain all necessary permits and commence construction of The Improvements within seven (7) years of the effective date of this agreement, and shall complete construction of The Improvements with twelve (12) months after a construction contract is executed for The Improvements except to the extent it is unable to do so due to acts of god or other matters beyond its control. Should The Improvements not commence or be completed in accordance with this paragraph, the sole and exclusive remedy of SBBC shall be termination of this agreement.

I. Upon completion of construction of The Improvements, the City will notify the SBBC of the proposed Final Inspection date, and shall permit the SBBC to participate in the inspection process. SBBC shall also participate in reviewing the progress of the construction during construction.

J. The City will provide SBBC with documentation of the actual cost of each improvement to be constructed on the leased property. The City is solely responsible to obtain and pay the costs for any and all testing required during construction of any improvements.

K. The City agrees to pay for the installation of separate meters, and utility costs for all utility services provided to the constructed improvement.

L. The parties recognize that the decision to undertake the improvements will require the City to identify a funding source which it deems appropriate and in its best interest. The decision to commence any plans and improvements shall rest solely in the discretion of the City. In the event the City does not, for any reason whatsoever, commence construction during the time period set forth herein, the sole and exclusive remedy of SBBC shall be to terminate this Lease

## **2.07. Termination.**

(a) SBBC has the option to terminate the agreement if the provisions of Section 2.06 H are not met.

(b) It is specifically agreed between the parties hereto that at any time SBBC desires to cancel any designated portion of the leased area which SBBC determines is needed exclusively for school purposes or terminate the entire lease, it shall have conclusive right to do so. In the event SBBC so elects, CITY shall be

given ninety (90) days' written notice prior thereto and in the event of cancellation, SBBC shall reimburse CITY for the then remaining value of CITY installed recreational facilities within the effected lease area. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by SBBC; one selected by CITY; and the third appraiser selected by the two appraisers appointed to cancel this lease as to. SBBC's determination in this regard shall be conclusively binding upon all parties.

(c) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount SBBC shall pay. It is further agreed that SBBC shall be obligated to pay the fee of the appraiser selected by SBBC; CITY shall be obligated to pay the fee of the appraiser selected by CITY; CITY and SBBC shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(d) CITY shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon ninety (90) days' written notice of cancellation to The School Board of Broward County, Florida. If CITY shall properly exercise its option to cancel this lease agreement, as to the whole or part of the leased premises, CITY shall have the right, subject to SBBC's purchase option described below, to remove any and all such fixtures and improvements to the property as CITY had placed thereupon, except that CITY shall not remove sod, landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and CITY shall, in the case of removal of fixtures and improvements, reestablish the normal grade of the premises to the condition which the same was found upon CITY's first entering the premises hereunder. If, upon cancellation by CITY SBBC wishes to purchase CITY installed recreational fixtures and/or improvements, then CITY shall sell the same to SBBC at a mutually agreed price. However, if CITY and SBBC cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above-described in Section 2.08(b) hereof, shall be used to arrive at a binding price.

#### 2.08. Maintenance.

(a) It shall be the responsibility of CITY to keep the grounds herein leased, including retention areas, clean, sanitary and free from trash and debris, the grass mowed to prevent unsightly accumulation of weeds and other vegetation, and the recreational fields shall be properly maintained. Upon failure of CITY to comply with the provisions of this section, SBBC shall give written notice to CITY of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, CITY has not commenced to complete the cleaning and/or mowing of said recreational area, SBBC shall have the right to enter upon the premises, remove trash and debris from the area, or mow the area and charge CITY the cost to SBBC for such services. Billing for trash and debris removal or mowing shall be on a per-cleaning or per-mowing basis and shall be due and payable within fifteen (15) days after receipt of said billing by CITY.

(b) Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that CITY, in addition to the above, will clean up the premises after each and every event it sponsors or after its use of the premises, and SBBC will be responsible to clean after each and every event it sponsors or after its use of the premises.

(c) The CITY shall maintain and/or repair all other improvements placed within the leased areas to include restroom facilities, field house facilities, maintenance facilities, dugouts, fencing, bleachers, scoreboard, lighting, sidewalks, parking lots and wet or dry retention areas. CITY agrees at all times to keep the improvements placed on the areas herein leased and the equipment placed on said areas properly maintained.

(d) Notwithstanding anything to the contrary set forth herein, during the time that SBBC is in control of the premises, SBBC shall assure that no actions are undertaken which would cause the leased property to be unsafe or that any of the property thereon be damaged or destroyed. To the extent that any such conditions are caused, or the extent that any damage is caused during the time that SBBC is in control of the premises, SBBC shall immediately undertake remedial measures as necessary to cause the premises to be safe, or to cause the repair of any part of the property, facilities or improvements. If in the course of the SBBC's use SBBC becomes aware of any damage or dangerous condition in or upon the leased property or equipment caused during the time of the City is in control of the premises, SBBC shall, immediately, notify the CITY'S Director of Parks and Recreation or his/her designee of such damage or dangerous condition. The leased property may be deemed unusable until such time as the responsible party to this agreement corrects or remedies the condition. To the extent that the failure of either

party to undertake such measures results in any claim, cause of action, penalty, judgment or other liability, that party shall be fully responsible and shall indemnify and hold the other party harmless from any liability in connection therewith. After use of the premises by SBBC or its permittees, SBBC shall cause all trash to be removed, and to return all fields, facilities and equipment to their original condition, minus normal wear and tear.

2.09 **Hours of Operation.** This entire area will be under the control of SBBC during the hours the school on the property adjacent to the leased area is in session and the School Board shall take full responsibility for the property. During off-school hours, when the leased area is officially open by CITY, control and use of the area will be under the jurisdiction of CITY and the CITY shall take full responsibility for the property.

2.10 **Ownership of Improvement at Lease Expiration.** At the expiration of this lease, in the event the same is not canceled by SBBC or CITY prior thereto, all permanent recreational facilities such as baseball diamonds, lighting facilities, permanent backstops, etc., shall become the property of SBBC and CITY shall have the right to remove all moveable (non-permanent) recreational facilities.

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence, to the extent permitted by law and without any waiver of sovereign immunities.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable or as a waiver of any rights or limits to liability provided under Section 768.28, Florida Statutes.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.05 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.06 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.07 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is 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 giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Growth Management  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To CITY: City Manager  
City of Deerfield Beach  
150 N.E. Second Avenue  
Deerfield Beach, Florida 33441

With a Copy to:

Director, Parks and Recreation  
City of Deerfield Beach  
150 N.E. Second Avenue  
Deerfield Beach, Florida 33441

3.17 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

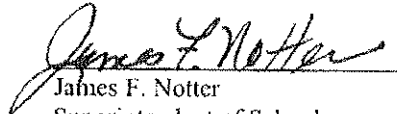
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By 

Benjamin J. Williams, Chair

ATTEST:

  
James F. Notter  
Superintendent of Schools

Approved as to Form and Legal Content:

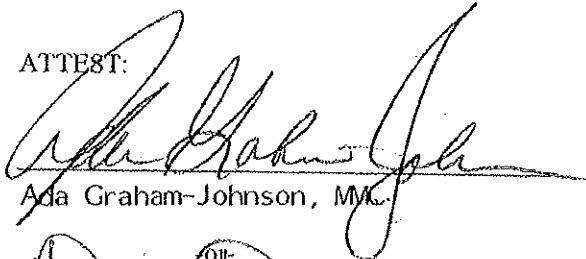
  
School Board Attorney

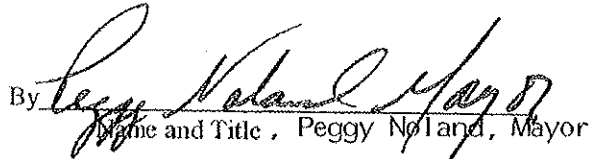
**FOR CITY**

(Corporate Seal)

THE CITY OF DEERFIELD BEACH

ATTEST:

  
Ada Graham-Johnson, MMC

By   
Name and Title, Peggy Noland, Mayor

  
Witness  
  
Witness

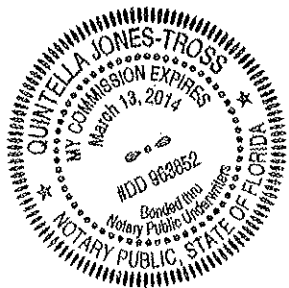
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13th day of December, 2010  
by Peggy Noland, Mayor of City of Deerfield Beach  
(Name of Person) (Name of Corporation or Agency)  
on behalf of the corporation/agency. He/She is personally known to me or produced  
as identification and did/did not first take an oath.  
(Type of Identification)

My Commission Expires:

(SEAL)





Signature -- Notary Public

Quintella Tross

Printed Name of Notary

963852

Notary's Commission No.

Exhibit "A"  
Leased Premises  
Sketch of Proposed Improved Grounds

# EXHIBIT "A", Page 1 of 2

## SKETCH AND DESCRIPTION

PORTION OF SECTION 4-48-42, ALSO BEING A PORTION OF 'LAKEVIEW PARK' (QUIET WATERS PARK) AS DESCRIBED IN ORB 8988, PG 958, BCR.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 3, SECTION 4-48-42.

SURVEY PROJECT NO. 2007-052

PARCEL "A"  
"HAMMOCKS AT RIVERGLEN"  
(PB 159, PG 29, BCR)

FDOT PERPETUAL R/W EASEMENT PARCEL 810  
(ORB 22893, PG 376-377, BCR)



(12' UTILITY EASEMENT (PB 159, PG 29, BCR))

FDOT PERPETUAL R/W EASEMENT PARCEL 810  
(ORB 22893, PG 376-377, BCR)

NORTH R/W LINE PER FDOT RIGHT-OF-WAY PARCEL 127  
SECTION 86120-2508 BROWARD COUNTY

HILLSBORO BOULEVARD (STATE ROAD 810)  
R/W PER FDOT RIGHT-OF-WAY MAP NO. 86120-2509,  
SHEET 12 OF 19 DATED 11-5-92  
AND REVISED 3-14-94.

N89°05'51"E  
N88°53'20"E

NW CORNER RB 143,  
PG. 20, BCR.

12' R/W DEDICATED  
(PB 143, PG 20, BCR)

SOUTH R/W LINE OF  
HILLSBORO BLVD.

N89°18'01"E 408.68'

FDOT PERMANENT R/W EASEMENT  
(ORB 22889, PG 782, BCR)

FDOT PERMANENT R/W EASEMENT  
(ORB 22889, PG 782, BCR)

12' UTILITY EASEMENT  
(PB 143, PG 20, BCR)

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

PORTION OF SECTION 4-48-42, ALSO  
BEING A PORTION OF 'LAKEVIEW PARK'  
(QUIET WATERS PARK) AS DESCRIBED  
IN ORB 8988, PG 958, BCR.

AREA=217,799 SQUARE FEET  
5.00 ACRES ±

PORTION OF SECTION 4-48-42, ALSO  
BEING A PORTION OF LAND DESCRIBED  
IN ORB 31033, PG 1088 BCR;  
ORB 45816 PG 52 BCR;  
ORB 45816, PG 56 BCR;  
ORB 45816, PG 60 BCR;  
ORB 45816, PG 72, BCR

N00°41'59"W 422.74'

S00°41'59"E 637.10'

TRACT "A"  
ELEMENTARY SCHOOL  
(PB 143, PG 20, BCR)

(WEST LINE TRACT "A";  
PB 143, PG 20, BCR)

SW CORNER PLAT OF  
'ELEMENTARY SCHOOL "A"  
(PB 143, PG 20, BCR)

POB

PORTION OF SECTION 4-48-42, ALSO  
BEING A PORTION OF 'LAKEVIEW PARK'  
(QUIET WATERS PARK) AS DESCRIBED  
IN ORB 8988, PG 958, BCR.

D=08°01'55"

R=3275.00'

A=459.10'

PAVING BEARING  
S22°17'30"W

SHEET 1 OF 2

## HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555



# EXHIBIT "A", Page 2 of 2

## SKETCH AND DESCRIPTION

PORTION OF SECTION 4-48-42, ALSO BEING A PORTION OF 'LAKEVIEW PARK' (QUIET WATERS PARK) AS DESCRIBED IN ORB 8988, PG 958, BCR.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 3, SECTION 4-48-42.

SURVEY PROJECT NO. 2007-052

### LEGEND

PB = PLAT BOOK  
ORB = OFFICIAL RECORDS BOOK  
PG = PAGE  
--- = NON-VEHICULAR ACCESS LINE  
D = DELTA  
R = RADIUS  
L = ARC LENGTH

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION  
BCR = BROWARD COUNTY RECORDS  
BCR = BROWARD COUNTY RECORDS  
PSM = PROFESSIONAL SURVEYOR AND MAPPER  
BCED = BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION  
R/W = RIGHT-OF-WAY

### DESCRIPTION

A PORTION OF THE PROPERTY DESCRIBED AS 'LAKEVIEW PARK' (QUIET WATERS PARK) IN ORB 8988, PAGE 958 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH A PORTION OF GOVERNMENT LOT 3, BOTH BEING PORTIONS OF THE NORTH ONE-HALF (1/2) OF SECTION 4, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE PLAT OF ELEMENTARY SCHOOL "A" AS RECORDED IN PLAT BOOK 143, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 3275.00 FEET AND RADIAL BEARING OF SOUTH 22°17'56" WEST; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°01'55", AND AN ARC DISTANCE OF 459.10 FEET; THENCE NORTH 00°41'59" WEST, A DISTANCE OF 422.74 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HILLSBORO BOULEVARD (SR 810) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NUMBER 86120-2508, SHEET 12 OF 19, DATED 11-5-92 AND LAST REVISED ON 3-14-94; THENCE NORTH 89°18'01" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 408.68 FEET TO THE NORTHWEST CORNER OF ABOVE REFERENCED PLAT; THENCE SOUTH 00°41'59" EAST ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 631.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA; AND CONTAINING 217,799 SQUARE FEET (5.000 ACRES MORE OR LESS).

### SURVEY NOTES

- 1) THE "SKETCH AND DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR IN CONJUNCTION WITH THE REAL PROPERTY SECTION OF BROWARD COUNTY, FLORIDA.
- 2) BEARINGS SHOWN ARE RELATIVE TO THE BEARING OF 00°41'59"E ALONG THE WEST LINE OF THE PLAT OF ELEMENTARY SCHOOL "A" AS RECORDED IN PLAT BOOK 143, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS SHOWN THEREON.

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

TITLE PREAMBLE TO LEGAL, AND WESTERLY ADJOINER INFO. REVISED 1-20-09 BY E. AUGUSTO

SHEET 2 OF 2

### CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

*Brian A Harris*  
PROFESSIONAL SURVEYOR AND MAPPER #5771, STATE OF FLORIDA  
BRIAN A HARRIS

DATE OF SKETCH  
2-23-07

DRAWN BY  
SY

CHECKED BY  
BAH

MANAGER  
EBA

## HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

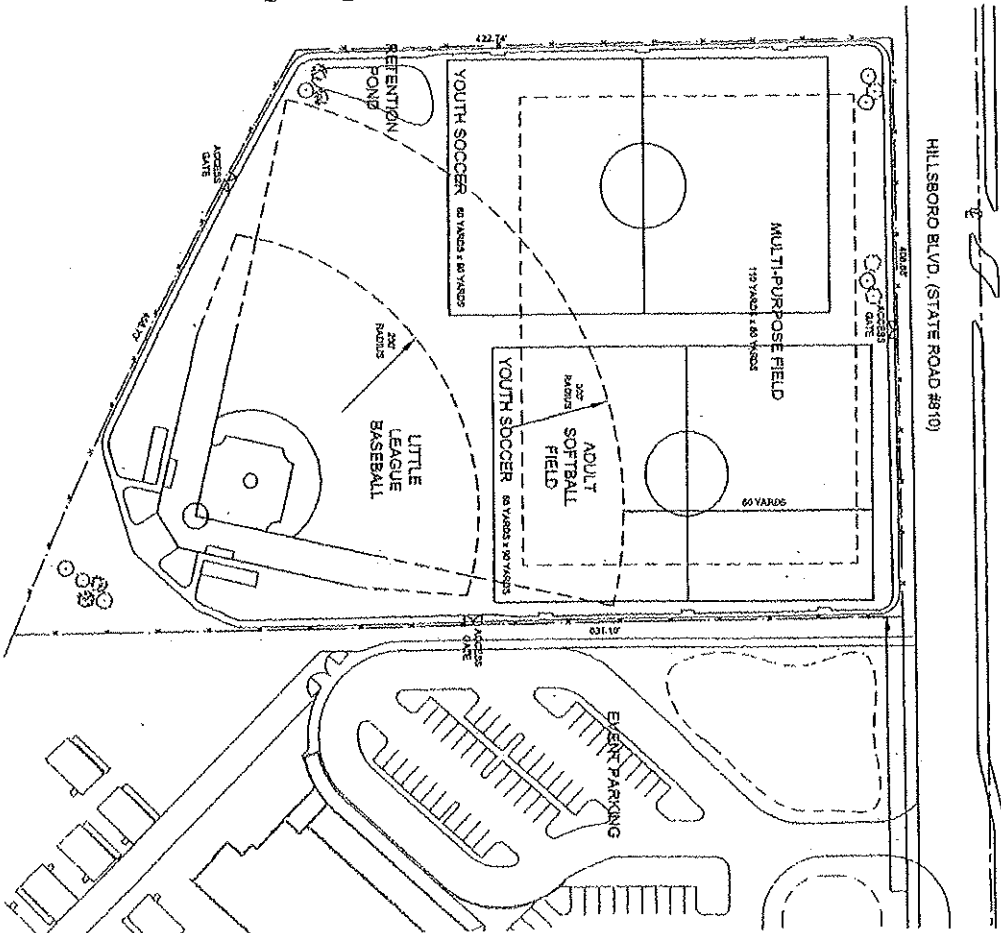
Phone # (954) 577-4555

Exhibit "B"  
Leased Premises  
Improvements

- OPTIONS:
- (1) LITTLE LEAGUE BASEBALL FIELD (W/ 200' OUTFIELD)
  - (2) YOUTH SOCCER FIELDS (60 YARDS x 90 YARDS)
  - OR -
  - (1) LITTLE LEAGUE BASEBALL FIELD (W/ 200' OUTFIELD)
  - (1) MULTI-PURPOSE FIELD (60 YARDS x 110 YARDS)
  - OR -
  - (1) ADULT SOFTBALL FIELD (W/ 300' OUTFIELD)
  - (1) YOUTH SOCCER FIELD (60 YARDS x 90 YARDS)

QUIET WATERS PARK

PROPOSED SITE PLAN - B



SCALE: 1" = 40'-0"



<p>THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FACILITIES &amp; CONSTRUCTION MANAGEMENT DESIGN SERVICES 1700 N.W. 14th Street, Fort Lauderdale, Florida 33312</p>		<p>SUBMISSIONS</p>		<p>REVISIONS</p>	
<p>QUIET WATERS ELEMENTARY PLAYFIELD PARK</p>		<p>DATE: 11/21/12</p>		<p>BY: [Signature]</p>	
<p>DESIGN PROFESSIONAL</p>		<p>PROJECT NUMBER</p>		<p>2</p>	
<p>CLIENT NAME</p>		<p>COMPLETION DATE</p>		<p>3-28-13</p>	
<p>DESIGN BY</p>		<p>PROJECT NO.</p>		<p>REVIEWED BY</p>	



February 13, 2014

School Board of Broward County  
Facility Planning and Real Estate  
600 S.E. Third Avenue, 8<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

**Attn: Jonathan M. Peservich**  
**Property Coordinator**

**Re: Quiet Waters Athletic Park**  
**City Project No. 11262-P**  
**FP&L Primary Service Easement**

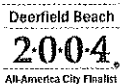
Pursuant to the 2000 Broward County Safe Parks and Land Preservation Bond, the City of Deerfield Beach and Broward County entered into agreement for the development and improvements to the Quiet Waters Elementary School grounds Sports Lighting and well-equipped playgrounds. Improvements require a new FP&L Primary Electrical Service and Easement to which approval is requested. We have attached a Lease Agreement, Construction Contract including Bonds and Insurance Certificates, Signed & Sealed Legal Description of the proposed Easement and Construction Documents that illustrate Quiet Waters Athletic Park improvements.

*Mayor*  
Peggy Noland

*Vice Mayor*  
Sylvia Poitier

*Commissioners*  
Bill Ganz  
Joseph P. Miller  
Martin Popelsky

*City Manager*  
Mike Mahaney



Thank you for your continued cooperation.

Sincerely,

Charles DaBrusco, P.E.  
Director of Environmental Services Department

EDP:edp

cc: Burgess Hanson and City Manager  
Project No. 11262-QWAP-file

