

Meeting Date: July 14, 2015

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE OR MOTION      A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRASIL BORBA AND ODANIRA MARIA FERNANDES, THEODORE AND CATHERINE ALFLEN, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE. (NO COST)

Summary of Purpose and Why: The owners of 2700 NE 9<sup>th</sup> Court would like to build a dock within five foot of the extended property line. This requires an agreement between the neighbors per City Code.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Property owner
- (2) Primary staff contact: Robert McCaughan, Alessandra Delfico PE Ext. 4097, 4144
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE          | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---------------------------|---------------|-----------------------------|-----------------------------|
| Engineering               | <u>7-8-15</u> | Approve                     | <i>Alessandra Delfico</i>   |
| Public Works              | <u>7/8/15</u> | Approve                     | <i>Robert McCaughan</i>     |
| City Attorney             | <u>7/8/15</u> | —                           | <i>Jordan B...</i>          |

Advisory Board

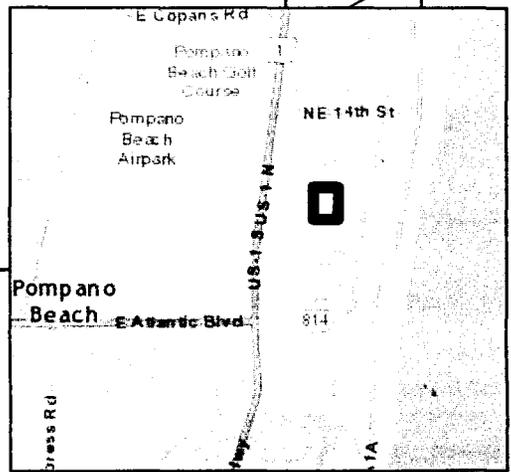
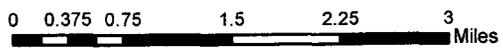
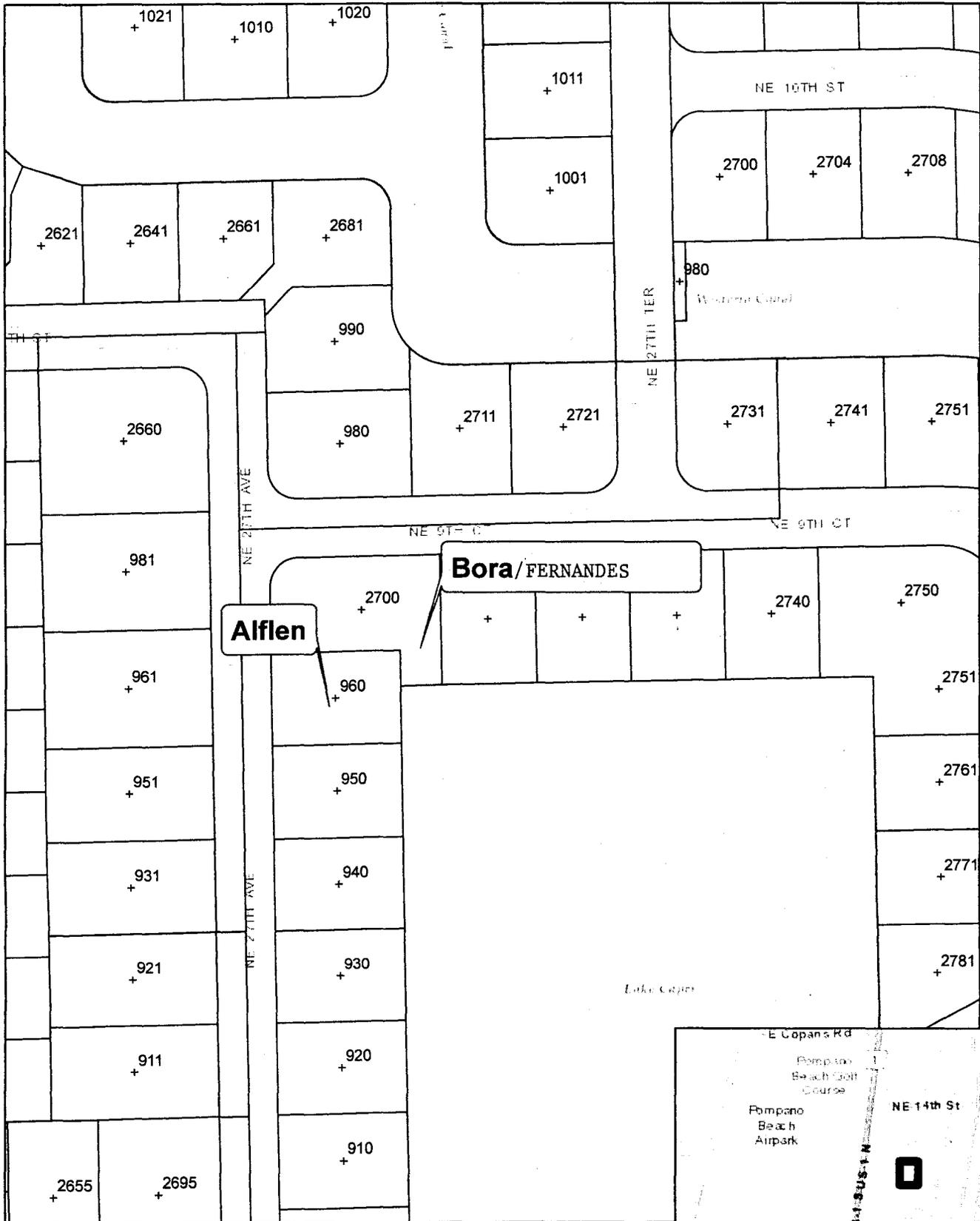
Development Services Director

City Manager *[Signature]*

ACTION TAKEN BY COMMISSION:

| Ordinance         | Resolution        | Consideration  | Workshop       |
|-------------------|-------------------|----------------|----------------|
| 1st Reading _____ | 1st Reading _____ | Results: _____ | Results: _____ |
| 2nd Reading _____ | _____             | _____          | _____          |
| _____             | _____             | _____          | _____          |

# Docking Agreement Location





**City Attorney's Communication #2015-1113**

June 11, 2015

**TO:** Alessandra Delfico, P.E., City Engineer  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution – Shared Common Docking Area Agreement

Pursuant to your memorandum dated June 9, 2015, Engineering Department Memorandum No. 15-138, I have prepared and attached the following form of Resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRASIL BORBA AND ODANIRA MARIA FERNANDES, THEODORE AND CATHERINE ALFLEN, AND THE CITY OF POMPAÑO BEACH; PROVIDING AN EFFECTIVE DATE.**

Please note that the “In Witness Whereof” sentence is missing, as well as the City signature block. Please make corrections before presentation to City Commission. Also, Exhibit “B” in one proposed agreement differs from the other.

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/ds  
l:cor/engr/2015-1113  
Attachment

RESOLUTION NO. 2015- \_\_\_\_\_

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG BRASIL BORBA AND ODANIRA MARIA FERNANDES, THEODORE AND CATHERINE ALFLEN, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Shared Common Docking Area Agreement among Brasil Borba and Odanira Maria Fernandes, Theodore and Catherine Alflen, and the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement among Brasil Borba and Odanira Maria Fernandes, Theodore and Catherine Alflen, and the City of Pompano Beach.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

GBL/ds  
6/11/15  
l:reso/2015-381

## **SHARED COMMON DOCKING AREA AGREEMENT**

THIS IS AN AGREEMENT by and between Brasil Borba & Odanira Maria Fernandes whose address is 2700 NE 9th Ct, Pompano Beach, FL(hereinafter'OWNER A'), Theodore & Catherine Alflen whose address is 960 NE 27th Ave, Pompano Beach, FL(hereinafter'OWNER B'), and the CITY OF POMPANO BEACH,(hereinafter'CITY'), a municipal corporation of the State of Florida located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, OWNER A desires to construct a dock within a common docking area adjacent to their property legally described as follows:

**See Exhibit "A" attached hereto**

WHEREAS, Section 151.03, " Structures in Waterways", of the Pompano Beach Code of Ordinances requires that if two or more lots share common docking area, the owners shall enter into an agreement with the City which shall state the property owners have reviewed and approved the proposed plans as it relates to the placement of any structure in the common docking area as well as the proposed docking of any boat or watercraft; and

WHEREAS OWNER A, OWNER B, and CITY have reached an agreement regarding OWNER A extending OWNER A's dock within the five feet of the extended property line and desire to memorialize the agreement; and

IN CONSIDERATION of the mutual promises, terms and conditions herein, OWNER A, OWNER B, and CITY agree as follows.

1. CITY is a party to this Agreement for the sole purpose of ensuring compliance with Section 151.03, "Structures in Waterway" of the Pompano Beach Code of Ordinances. As such, this Agreement is made on the express condition that OWNER A agrees the CITY shall be held harmless and free from all claims for damages for injury or death to any person or property damage of any kind that occurs in connection with this Agreement. Further, OWNER A shall indemnify CITY, its agents and employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

2. This Agreement shall be approved by the Office of the City Attorney for legal content and shall be of no effect until it is properly executed by all parties and recorded along with a copy of the approved plans in the Public Records of Broward County, Florida. CITY assumes no responsibility for recording and must be provided a copy of the Agreement showing the recording information prior to permit issuance.

3. OWNER A is individually and jointly responsible for compliance with all applicable federal, state and local regulations pertaining to the construction, maintenance and use of the

docking facilities to the extent that the dock may result in other existing improvements being rendered non-compliant such as may be the case with enforcement of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes, and Florida Building Code Section 424.2.

4. The parties have reviewed and approved the proposed construction plans for placement of a dock within five feet of the extended property line, a copy of which are attached hereto and made part of hereof as "Exhibit B," and OWNER B grants unto OWNER A the full right to erect, maintain and keep such structure.

5. Upon conveyance of the property of either or both OWNER A and OWNER B, this Docking Agreement shall become null and void and a new agreement between the parties shall be required. Application for the new agreement with the CITY must be made by the affected abutting property owners within 30 days of the conveyance of either abutting property.

If the affected abutting property owners do not timely apply to CITY for a new Docking Agreement within 30 days of conveyance of either abutting property or one or both of the abutting property owners does not want to continue the extended docking facility, the portion of the dock structure that extends within five feet of the extended property line shall be removed within 30 days of the aforesaid conveyance in accordance with all applicable regulations and all cost, liability and responsibility associated with said removal shall be borne solely by the property owner that was a party to the former Docking Agreement.

6. No boat lifts shall be erected within five feet of the extended property line.

7. No vessels may be docked within the five feet of the extended property line.

8. The width of the canal, river, basin or waterway along which the structure is erected must have a minimum width of 50 feet.

9. Fire suppression systems shall be installed as required by applicable CITY, County, State of Florida and Federal law requirements. Fire suppression systems shall be shown on plans and maintained in full working order at all times.

10. This Agreement may be terminated by CITY for good cause, including, but not limited to, a change in the CITY's Code of Ordinances; upon conveyance of either of the subject abutting properties; the failure of OWNER A to continuously maintain their dock, seawall and other related improvements in good repair; and/or the failure of either or both OWNER A and OWNER B to comply with this agreement.

IN WITNESS WHEREOF, CITY and OWNERS have executed this agreement on the respective dates under each signature.

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**'OWNER A':**

Witnesses:

Joseph Gilio  
Witness 1 Signature

Print Name: Joseph Gilio

Vilg  
Witness 2 Signature

Print Name: Vincent montella

Brasil Borba

Brasil Borba

Odanira M. Fernandes

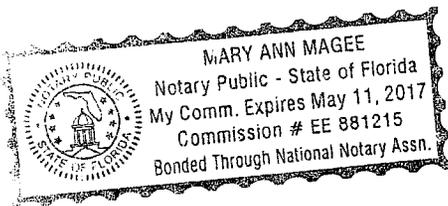
Odanira Maria Fernandes

DATED: 5/25/2015

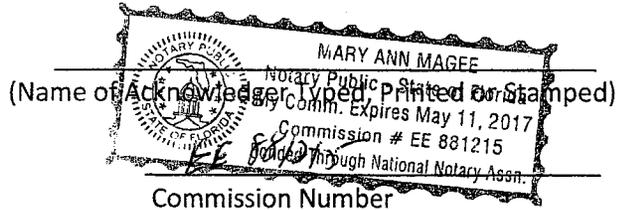
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of May, 2015 by Brasil Borba & Odanira Maria Fernandes. He/she are personally known to me or who produced(type of identification), \_\_\_\_\_

NOTARY'S SEAL:



M  
NOTARY PUBLIC, STATE OF FLORIDA



Commission Number

'OWNER B':

Witnesses:

Joseph Gilio  
Witness 1 Signature  
Print Name: Joseph Gilio

Theodore Alflen  
Theodore Alflen  
Catherine A. Alflen  
Catherine Alflen

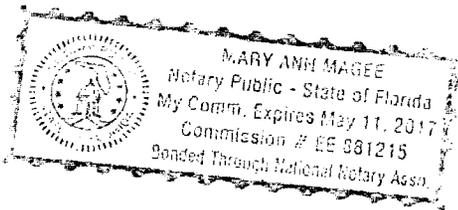
Vincent Montella  
Witness 2 Signature  
Print Name: Vincent Montella

DATED: 5/25/15

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of May, 2015 by Theodore & Catherine Alflen. He/she are personally known to me or who produced (type of identification) \_\_\_\_\_

NOTARY'S SEAL:



MARY ANN MAGEE  
NOTARY PUBLIC, STATE OF FLORIDA  
\_\_\_\_\_  
MARY ANN MAGEE  
Notary Public - State of Florida  
(Name of Acknowledger Typed, Printed or Stamped)  
Comm. Expires May 11, 2017  
Commission # EE 881215  
EE-881215  
Commission Number

# EXHIBIT A

Exhibit A



|                 |   |         |                 |
|-----------------|---|---------|-----------------|
| Site Address    | 2700 NE 9 COURT, POMPANO BEACH          | ID #    | 4843 31 21 0690 |
| Property Owner  | BORBA,BRASIL<br>FERNANDES,ODANIRA MARIA | Millage | 1511            |
| Mailing Address | 2700 NE 9 CT POMPANO BEACH FL 33062     | Use     | 01              |

|                               |  |
|-------------------------------|--|
| Abbreviated Legal Description | HARBOR VILLAGE SEC F 43-15 B LOT 26 BLK 17 |
|-------------------------------|--|

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

| Property Assessment Values   |           |           |                     |                      |             |
|--|-----------|-----------|---------------------|----------------------|-------------|
| Click here to see 2013 Exemptions and Taxable Values to be reflected on the Nov. 1, 2013 tax bill. |           |           |                     |                      |             |
| Year   | Land      | Building  | Just / Market Value | Assessed / SOH Value | Tax         |
| 2014   | \$375,240 | \$192,560 | \$567,800           | \$550,220            |             |
| 2013   | \$375,240 | \$175,340 | \$550,580           | \$542,090            | \$10,826.79 |
| 2012   | \$375,240 | \$175,340 | \$550,580           | \$533,030            | \$10,633.17 |

| 2014 Exemptions and Taxable Values by Taxing Authority |           |              |           |             |
|--|-----------|--------------|-----------|-------------|
|  | County    | School Board | Municipal | Independent |
| Just Value   | \$567,800 | \$567,800    | \$567,800 | \$567,800   |
| Portability  | 0         | 0            | 0         | 0           |
| Assessed/SOH 03  | \$550,220 | \$550,220    | \$550,220 | \$550,220   |
| Homestead 100%   | \$25,000  | \$25,000     | \$25,000  | \$25,000    |
| Add. Homestead   | \$25,000  | 0            | \$25,000  | \$25,000    |
| Wid/Vet/Dis  | 0         | 0            | 0         | 0           |
| Senior   | 0         | 0            | 0         | 0           |
| Exempt Type  | 0         | 0            | 0         | 0           |
| Taxable  | \$500,220 | \$525,220    | \$500,220 | \$500,220   |

| Sales History |         |           |                  |
|---------------|---------|-----------|------------------|
| Date          | Type    | Price     | Book/Page or CIN |
| 5/5/2014      | WD-Q-SS | \$729,000 | 112268146        |
| 5/29/2009     | QCD-T   |           | 46374 / 741      |
| 1/31/2002     | WD      | \$514,000 | 32713 / 877      |
| 2/8/2000      | WD      | \$309,900 | 30257 / 73       |
| 12/13/1996    | WD      | \$171,000 | 25786 / 837      |

| Land Calculations            |        |      |
|------------------------------|--------|------|
| Price                        | Factor | Type |
| \$30.00                      | 12,508 | SF   |
| Adj. Bldg. S.F. (See Sketch) |        | 2880 |
| Units                        |        | 1    |

| Special Assessments |      |       |       |      |      |       |       |      |
|---------------------|------|-------|-------|------|------|-------|-------|------|
| Fire                | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
| 15                  |      |       |       |      |      |       |       |      |
| R                   |      |       |       |      |      |       |       |      |
| 1                   |      |       |       |      |      |       |       |      |

# EXHIBIT B

# POST CONSTRUCTION PLAN VIEW

1. Remove the existing 5'9" x 20' dock and pilings
  2. Install 4 batter piles and 35 lf. of seawall cap.
  3. Install 35 lf. of seawall footer.
  4. Install a +/-4'4" x 21 concrete dock and pilings
- (edge of dock to be +/-6'9" from the seawall wet-face)

