

**SOUTH BROWARD DRAINAGE DISTRICT
BOARD OF COMMISSIONERS MEETING**

*****AGENDA*****

THURSDAY, JUNE 30, 2016 AT 8:00 A.M.

NOTE: BOARD MEMBERS, PLEASE TURN YOUR MICROPHONES ON

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE
02. PUBLIC COMMENT
03. APPROVAL OF MAY 26, 2016 SOUTH BROWARD DRAINAGE DISTRICT (SBDD) BOARD OF COMMISSIONERS MEETING MINUTES
04. DIRECTOR'S REPORT
 - A. CONTRACT AWARDS:
 1. SBDD DISASTER DEBRIS MONITORING SERVICES
 2. SBDD 70-HOUR POST STORM DEBRIS/TREE REMOVAL SERVICES
 3. SBDD 70-HOUR POST STORM VAC TRUCK/DREDGER SERVICES
 - B. RE-INVESTMENT OF DISTRICT FUNDS
 - C. SBDD RESOLUTION 2016-04 – AGREEMENT WITH VENTURA POINTE HOUSING, LLC TO ALLOW A DRAINAGE OUTFALL CONNECTION TO SBDD'S C-1 CANAL.
 - D. SCHEDULE TENTATIVE BUDGET AND ASSESSMENT HEARING FOR JULY 28, 2016
 - E. UPDATE ON SBDD GARAGE BUILDING EXPANSION PROJECT
 - F. OTHER
05. ATTORNEY'S REPORT:
06. APPROVAL OF LEGAL BILLS
07. BOARD MEMBERS QUESTIONS/COMMENTS
08. OTHER
09. MEETINGS:
 - A. NEXT REGULAR BOARD MEETING WILL BE HELD ON **THURSDAY, JULY 28TH AT 8:00 A.M.**
10. ADJOURNMENT

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING/MEETING MAY NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE MAY WISH TO INSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD IS TO BE USED FOR TESTIMONY AND EVIDENCE UPON WHICH AN APPEAL WOULD BE BASED.

IN ACCORDANCE W/THE AMERICANS W/DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS W/DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE DISTRICT AT (954) 680-3337 AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS FOR ASSISTANCE.

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES**

JUNE 30, 2016

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Robert E. Goggin, IV, Secretary
Alanna Mersinger, Commissioner
Thomas Good, Commissioner
Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director
Douglas R. Bell, Legal Counsel
Reina Muniz, Recording Secretary
General Public: See Attached List

Absent:

01. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chair Hodges called the SBDD Board Meeting to order at 8:05 A.M.; with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Mersinger, Commissioner Goggin, and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the May 26, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and it was carried unanimously.

04. DIRECTOR'S REPORT

A. CONTRACT AWARDS:

1. SBDD DISASTER DEBRIS MONITORING SERVICES

District Director Hart stated that SBDD advertised for bids for Disaster Debris Monitoring Services. The District received a total of two (2) bids. The bid is for monitoring of post-storm disaster recovery work performed by SBDD Contractors following a declared Disaster/State of Emergency in accordance with FEMA and State of Florida requirements and includes a series of hourly rates for personnel. The bid documents allow the District to award multiple contracts.

In order to provide SBDD with the highest level of flexibility, and to serve the best interests of the District, District Director Hart recommended that the District award a contract for Disaster Debris Monitoring Services to the following Consultants:

- True North Emergency Management
- Hazen & Sawyer

District Director Hart said that individual work orders would be issued under the contract documents, following a state declared disaster, to any firm listed above based on factors including, but not limited to, hourly rates, availability, responsiveness, the specific needs of the District, type of monitoring needed, location, and/or the severity of the storm, and/or the extent of damages.

SBDD has reviewed all of the bids submitted and have checked references for those companies that SBDD has not worked with directly. SBDD has determined that both Contractors are qualified to perform the work and that both bids meet the requirements.

District Director Hart requested approval to award contracts for the Disaster Debris Monitoring Services to the both Consultants listed above.

Commissioner Minnaugh moved for approval of the contract for the Disaster Debris Monitoring Services to True North Emergency Management and Hazen & Sawyer as recommended by the District Director. Motion was seconded by Commissioner Goggin.

In discussion, Commissioner Minnaugh asked if the contracts that are being reviewed for consideration were updated contracts or new contracts. District Director Hart replied that they are new contracts. He said that once the contracts are approved by the Board, the District will replace the existing contracts with new contracts, and Attorney Bell will review them as well.

Commissioner Minnaugh commented that when the big storm hit back in 2005, even though the District had contracts, other agencies would offer the contractors more money, and the contractors would bail out and go take more money; and now you're sitting there asking what do we do now; but most of this cost will be reimbursable under FEMA.

District Director Hart indicated that the Debris Monitoring contractor will not actually do any construction work; they will be monitoring and recording the number of trucks, volume of fill, etc., and making sure that the contractors are following proper procedures, and that the paperwork is in order to get the reimbursement that the District would request from FEMA.

Commissioner Goggin wanted clarification on what "E-Ticket Unit" means. District Director Hart clarified that those are forms that would be used for documentation purposes. He said that the District has their own forms that they have prepared, and he does not believe that other forms will be needed. Commissioner Goggin also wanted clarification of "Use of Vehicle", listed under reimbursable expenses. District Director Hart clarified that this is if the contractor were using a vehicle and they wanted to get reimbursed for mileage or travel time. He said that he does not see where SBDD would be approving that under this contract.

Commissioner Mersinger commented that she understood that True North Emergency Management has the same personnel, but has changed their name. District Director Hart replied yes. Commissioner Mersinger stated that if in any way, the District finds that the name change was for a reason that is not conducive to our doing business with them, can the District cancel the contract. District Director Hart replied yes; the District has a right to cancel the contract. He said that the name change was done as part of a merger and consolidation.

Chair Hodges asked what the term of the contract was. District Director Hart replied that the term is two years with a right to renew for two additional years.

The question was called and it was carried unanimously.

2. SBDD 70-HOUR POST STORM DEBRIS/TREE REMOVAL SERVICES

District Director Hart stated that SBDD advertised for bids for 70 Hour Post Storm Debris/Tree Removal Services and received a total of four (4) bids. The bid is for work to be performed during the first 70 hours following a declared Disaster/State of Emergency and includes a series of hourly rates for equipment and personnel; and as with the Monitoring Service Contract, in accordance with FEMA and State of Florida requirements. The bid documents allow the District to award multiple contracts.

In order to provide SBDD with the highest level of flexibility, and to serve the best interests of the District, District Director Hart recommended that the District award a contract for 70 Hour Post Storm Debris/Tree Removal Services to the following Contractors:

- Custom Tree Care, Inc.
- Ceres Environmental Services, Inc.
- T.F.R. Enterprises, Inc.
- Weekley Asphalt Paving, Inc.

District Director Hart said that individual work orders would be issued under the contract documents, following a state declared disaster, to any firm listed above based on factors including, but not limited to, hourly rates, availability, responsiveness, the specific needs of the District, type of equipment needed, location, and/or the severity of the storm, and/or the extent of damages.

SBDD has reviewed all of the bids submitted and have checked references for those companies that SBDD has not worked with directly. SBDD has determined that all of the Contractors are qualified to perform the work and that all of the bids meet the requirements

District Director Hart requested approval to award contracts for the 70 Hour Post Storm Debris/Tree Removal Services to the four (4) Contractors listed above.

Commissioner Minnaugh moved for approval to award the contract for the 70-Hr. Post Storm Debris/Tree Removal Services to Custom Tree Care, Inc., Ceres Environmental Services, Inc., T.F.R. Enterprises, Inc. and Weekley Asphalt Paving, Inc. as recommended by the District Director. Motion was seconded by Commissioner Goggin and it was carried unanimously.

Commissioner Good joined the meeting at approximately 8:18 a.m.

3. SBDD 70-HOUR POST STORM VAC TRUCK/DREDGER SERVICES

District Director Hart stated that SBDD advertised for bids for 70 Hour Post Storm Vac Truck/Dredger Services. SBDD received a total of two (2) bids. The bid is for work to be performed during the first 70 hours following a declared Disaster/State of Emergency and includes a series of hourly rates for equipment and personnel. The bid documents allow the District to award multiple contracts.

In order to provide SBDD with the highest level of flexibility, and to serve the best interests of the District, District Director Hart recommended that the District award a contract for 70 Hour Post Storm Vac Truck/Dredger Services to the following Contractors:

- Shenandoah General Construction Company
- Industrial Divers Corp.

Individual Work Orders would be issued under the contract documents, following a state declared disaster, to any firm listed above based on factors including, but not limited to, hourly rates, availability, responsiveness, the specific needs of the District, type of equipment needed, location, and/or the severity of the storm, and/or the extent of damages.

SBDD has reviewed all of the bids submitted and have checked references for those companies that SBDD has not worked with directly. SBDD has determined that all of the Contractors are qualified to perform the work and that all of the bids meet the requirements.

District Director Hart requested approval to award contracts for the 70 Hour Post Storm Vac Truck/Dredger Services to the two (2) Contractors listed above.

Commissioner Minnaugh moved for approval to award SBDD 70 Hour Post Storm Vac Truck/Dredger Services to Shenandoah General Construction Company, and to Industrial Divers Corp. as recommended by the District Director. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

B. RE-INVESTMENT OF DISTRICT FUNDS

District Director Hart stated that the following investment funds are scheduled to mature over the next three months:

- | | |
|-----------------------------------|---------------------------|
| 1. Centennial Bank CD - \$247,500 | Maturity Date – 7/19/2016 |
| 2. TD Bank CD - \$247,500 | Maturity Date - 8/7/2016 |
| 3. Stonegate Bank CD - \$247,500 | Maturity Date - 8/8/2016 |
| 4. Landmark Bank CD - \$247,500 | Maturity Date - 8/14/2016 |
| 5. Bank United CD - \$247,506 | Maturity Date – 9/30/2016 |

On May 24, 2016, the Finance and Investment Committee met to discuss the District's options for re-investing the cash-on-hand that will be available upon the maturity of these investment funds. The recommendation from the Finance and Investment Committee is to re-invest these funds in new 12-month CDs.

A 12 month cash flow analysis by SBDD staff indicates that the District will have adequate cash-on-hand over the 12-month period of the new CDs.

District Director Hart requested approval to re-invest the monies that will become available from five CDs scheduled to mature over the next three months by purchasing new 12-month CDs.

Commissioner Minnaugh moved for approval to re-invest the monies that will become available from a maturing CD investment next month by purchasing new 12-month CDs. Motion was seconded by Commissioner Mersinger.

Vice Chair Ryan asked what was done with the interest. Commissioner Minnaugh replied that the interest goes back into the General Operating Fund.

The question was called and it was carried unanimously.

C. SBDD RESOLUTION 2016-04 – AGREEMENT WITH VENTURA POINTE HOUSING, LLC TO ALLOW A DRAINAGE OUTFALL CONNECTION TO SBDD’S C-1 CANAL.

District Director Hart presented proposed Resolution 2016-04 which authorizes South Broward Drainage District (SBDD) to enter into an Agreement with Ventura Pointe Housing, LLC to allow a drainage outfall connection into the District’s Canal No. 1.

District Director Hart stated that Ventura Point Housing, LLC (Developer) is proposing to construct a 206 unit multi-family, residential development at the southeast corner of Pasadena Blvd. and University Dr. in the City of Pembroke Pines. The project borders the District’s Canal No. 1 and is located outside of the District’s jurisdictional limits; within the jurisdictional limits of the Central Broward Water Control District (CBWCD). Due to its close proximity, the Developer is requesting a drainage overflow connection into the District’s Canal No. 1.

The proposed Agreement includes the following provisions for allowing the drainage outfall connection from the Ventura Pointe development (Project):

- The water management and drainage plan for the Project will include a minimum of 15% water management area which is consistent with the District’s requirements and criteria for its S-1 Drainage Basin.
- The discharge from the proposed drainage outfall connection from the Project into the District’s Canal No. 1 will be limited to the allowable discharge rate as stipulated in the rules and criteria of CBWCD and the South Florida Water Management District (SFWMD).
- Developer will construct a Control Structure, which shall limit and control the stormwater discharge from the Project into the District’s Canal No. 1 in accordance with CBWCD and SFWMD rules and criteria.
- Developer has demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to the District’s S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District’s Canal No. 1.
- Developer has also demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to any downstream property as a result of the design discharge rates from the Subject Property into the District’s Canal No. 1.
- District shall collect an initial user fee and an annual user fee for the outfall connection from the Subject Property into the District’s Canal No. 1.
- The amount of user fees will be equivalent to \$21.50 per residential unit or a total of \$4,429.00.
- The District reserves the right to adjust the annual user fee to match its annual assessment rate for Multi-Family Residential Units.

- Developer shall obtain permits from the District, SFWMD, and CBWCD for the proposed drainage improvements on Subject Property and within the Canal No.1 Right-of-Way.
- Developer shall be responsible to comply with all local, state and federal regulatory requirements for water quality associated with the development of the Subject Property and the C-1 Canal Right-of-Way, including those regulatory requirements that are in place now or that are instituted in the future.
- Developer shall provide the District with as-built drawings of the drainage improvements on the Subject Property and within the District's C-1 Canal Right-of-Way upon the completion of construction.
- Developer shall maintain the drainage improvements on the Subject Property and within the C-1 Canal Right-of-Way, including, but not limited to the Control Structure.
- Developer shall pay for all costs associated with the Agreement.
- Developer shall allow the District to utilize any engineering document, report, calculation, modeling data, etc. prepared as part of this Agreement for any purpose as deemed appropriate by the District, and at no cost to the District.
- The District and Developer agree that the initial user fee and all subsequent annual user fees shall be retained by the District and shall be used by the District in whatever way deemed necessary or appropriate by the District in the District's sole discretion.
- The District will issue an Invoice to Developer on or about October 1st of each year and payment will be due on November 1st.
- In the event payment of the user fee, or payment of any other cost incurred by the District in association with the Agreement, is not received by District within thirty (30) days of its due date, then the District shall be entitled to file a lien in the Broward County Public Records.
- All successors to Developer shall be bound by this Agreement.

District staff has no objections to the proposed drainage outfall connection, as the impacts to the District's facilities are negligible.

There are no financial impacts to this Agenda Item; the proposed Agreement includes provisions for payment of an initial user fee and an annual user fee, and reimbursement of all costs associated with the preparation of the Agreement.

District Director Hart requested approval of Resolution 2016-04 authorizing SBDD to enter into an Agreement with Ventura Pointe Housing, LLC to allow a drainage outfall connection into the District's Canal No. 1.

Commissioner Goggin moved for approval of Resolution 2016-04 authorizing SBDD to enter into an Agreement with Ventura Pointe Housing, LLC to allow a drainage outfall connection into the District's Canal No. 1. Motion was seconded by Commissioner Mersinger.

Discussion ensued.

Mr. Matthew Novack from Craven Thompson & Associates, and Mr. Ron Roan from Ventura Pointe Housing, LLC, were present to answer any questions.

Commissioner Mersinger asked Mr. Roan if this development will be a gated development with a HOA. Mr. Roan replied that at this point there is no HOA; that it will be a rental community and it will be gated. Commissioner Mersinger commented that a management company will be assuming this development after Venutra Pointe Housing, LLC leaves the development. Mr. Roan said that they will continue to own it, and they will have a management company; but Ventura Pointe Housing LLC will be responsible for paying the annual fees. Commissioner Mersinger said that if at some point they sell, will this transfer to the next person that purchases it. Mr. Roan said yes.

Commissioner Minnaugh asked District Director Hart, if there could be some sort of provision in the resolution that if they decide to sell off all the individual units and make it into some sort of condominium, that it would have to be disclosed that the owners will be paying the user fee individually on their taxes. District Director Hart replied that the recommendation is that the obligation would go to the HOA as opposed to the individual unit owners. He said that staff did not want to go to 200 individuals to try to collect. It was preferable to deal with one entity which would be the successor to the developer (the HOA). Commissioner Minnaugh replied that if that successor decides to sell off the individual units, now you have 206 individual owners; and if they are having financial problems, that association will not pay a thing; and now who does the District collect that annual fee from; and who do they look to for that annual fee.

Commissioner Good agreed with Commissioner Minnaugh. He said that she brings up a good point. He said there is a potential for this to be sold as individual units, because he has seen that happen; and now you have single owners with folio numbers rather than a folio number that covers the whole property. He said that although it says it is a covenant with the land, how does that translate into the many folio numbers that could be generated from that single folio number. Attorney Bell replied that the lien would be on the entire parcel if the District were to lien it. He thinks the District could request the Property Appraiser to place the annual fee on the tax bill. He said a provision may be placed so that the HOA, if one is created, would take over, and then have a second provision that the property owners acknowledge and agree, if applicable, that the individual units would be assessed on the annual tax bill. Chair Hodges asked if they would also be paying taxes to Central Broward Water Control District. Attorney Bell replied yes. Chair Hodges asked if the District also has the ability to tax them. Attorney Bell replied yes; there are lots of overlaps. Commissioner Minnaugh commented that SBDD's taxes are a user fee, and that her concern is that in the event something were to happen, how does the District get their fee. She asked Attorney Bell if there is any way to place a provision in the agreement that they would have to come to us perhaps for approval before there is any sale, transfer, etc. to make sure that the District is protected. Attorney Bell said that he could account for a number of scenarios, and of course what actually happens may be totally different. Commissioner Minnaugh said that she is just looking at protecting the District's interest in the Agreement.

Commissioner Good suggested that this agreement can actually capture what is being recommended by Commissioner Minnaugh, as well as maintaining the convenience of billing. He thinks that the language needs to be referenced such that if the property should ever be sold or broken into different folio numbers, then that charge would be broken down into a prorata format or whatever the appropriate term would be.

Commissioner Minnaugh said that they she presumes that it would also fall under the 5-year recertification like everything else. District Director Hart replied yes. Commissioner Minnaugh said that the language needs to be strong enough so that the District does not get in a similar situation as with some of the present commercial properties. She has concerns with the maintenance part of it. Attorney Bell said that Central Broward Water Control District (CBWCD) also has the 5-year recertification, and they would have to do the 5-year recertification for both Districts. Chair Hodges commented that he also had concerns regarding the maintenance and wanted to know if SBDD is the enforcer or CBWCD. District Director Hart replied both; they will have to go to CBWCD first, but SBDD has the right to go in as well.

Commissioner Minnaugh asked District Director Hart about the structure. She asked what type of structure is it. District Director Hart explained that it will be a concrete structure; a box similar to a typical control structure; below ground with a weir plate between their development and the District's canal. He said that the weir plate will regulate the discharge and it will be accessible; and they will be able to get in, clean it and maintain it. Commissioner Minnaugh asked who will have control of the weir. District Director Hart replied that all parties would have control of it. He said it is a fixed weir and it will be inspected every 5 years, or more. Commissioner Minnaugh asked if the District owns that canal. District Director Hart replied yes, the District owns the canal. Commissioner Minnaugh commented that whatever improvements that they are making, the District is supervising it. District Director Hart said absolutely.

Commissioner Santana-Woodall commented that everyone knows that the canal on University Drive gets dirty; and now there will be 200 units on that canal; and as far as cleaning, is the developer going to have an agreement to maintain the area, or is the District going to watch to see if there is more debris because of this development being there. District Director Hart replied yes, and that Venutra Pointe Housing, LLC, will be doing an agreement with the District for the portion within the District's boundaries. He said that although this is at the very north end of the canal, he believes that this will be a benefit to our canal, because they will be doing some improvements to it; they will be deepening it and reinforcing the banks, etc.; and the discharge rate will be very small.

Commissioner Minnaugh asked what would be the alternative if the District said no to this. Mr. Novak replied that if this outfall was not connected into SBDD's canal, then they would have to go through CBWCD's canal which is 1000 feet north of this site; and it would be an additional cost of approximately \$50,000 to \$100,000. Attorney Bell added that they would also have to get permission of the underlying property owners. Central Broward does not have any easements to connect to its canals.

Commissioner Goggin commented that on the blue prints he sees a lake at the east end of the property, and he asked District Director Hart if this is for a water management, and if it would be through CBWCD. District Director Hart replied yes; they will have their own on-site drainage system, and he referenced to the Board that the property is consistent with SBDD's rules and criteria when it comes to on-site storage and water management. They have the same requirements as far as the lake and storage on the property, and they have done all the calculations to show that the site will be protected for the 10-year/100-year flood events. Commissioner Goggin commented that the property collects a lot of water due to the high elevation of Pasadena Blvd. He said Pasadena Blvd. sits high in that area, so obviously that piece of land to the south side is low. He commented that he is sure that there has been much studying to understand that, and to offset that. District Director Hart agreed, and said that they have shown that there will not be any impacts to surrounding properties as a result to the development. Commissioner Goggin asked if there are any wetlands created around the lake. District Director Hart replied that

CBWCD has a requirement for wetlands, and he deferred to Mr. Novak to answer that question. Mr. Novak replied that there will be a literal shelf which is just a higher bank with landscaping and environmentally friendly plants all around the lake.

Chair Hodges commented that it seems that they are taking on some off-site run-off as well. District Director Hart said that they are doing work on University Drive and Pasadena Blvd, and are extending the existing culvert. Chair Hodges asked if SBDD is taking the run-off from Pasadena Blvd., and has it been taken into account on the pre-post. District Director Hart replied yes; it has been taken into account on the pre-post. Chair Hodges asked on the drainage from Pasadena Blvd., is that only roadway, or is that taking in some off-site properties from the north of Pasadena Blvd. Mr. Novak replied no, that it is only from Pasadena Blvd. and they are also placing in some exfiltration trench along Pasadena Blvd. Chair Hodges asked if they are placing the typical fabric form detail on the headwall. District Director Hart replied yes.

Commissioner Minnaugh asked at what time do they pay the initial fee. District Director replied that he believes it's within 30 days, upon execution of the agreement.

Commissioner Good had concerns that the agreement has no specific reference to not allowing any additional connections to the system. He said that he understands that they have a total discharge volume limit, but he also heard Mr. Novak say that after 25-year storm limit, all bets are off. He said that he is also concerned that in the future there could be someone who comes in and says that they could connect to that system because there could be a localized flooding issue or a localized issue; and that the language has no specific reference to absolutely no additional connections to the system. He also did not see anything regarding Hold Harmless language to protect the District. Commissioner Good also had concerns because there are two Districts involved; what happens in a 5-year recertification, if both Districts have a conflict. Who has superceding authority. He said the agreement does not state who has superceding authority. District Director Hart replied that those same issues come up when you get your initial permits and approvals; you do have to get permits from multiple agencies, and there are some overlaps. He said that there are occasions when you can have approval from one agency and the other agency is more restrictive; and it's a requirement of the developer and applicant that they get all parties to agree on all aspects. He said that at least on the permitting side, if there is a discrepancy, it is up to the applicant to work it out with both agencies; it's their burden to get approval from both. Commissioner Good said that he also knows that when there is a pure conflict, one agency supercedes the other. He said that if there is a conflict then they would have to get both approvals and make a specific reference in the agreement that the 5-year recertification will require both approvals, if that is the way it goes. District Director Hart agreed with Commissioner Good and said they will add language that will specifically state and make reference that they will be required to meet the requirements of both 5-year recertifications.

District Director Hart said they will add the following language in the agreement:

1. No additional connections allowed.
2. Hold Harmless/Indemnification language.
3. Add language on the 5-year recertification and the question of conflict; so that there is no issues.
4. Add language on the future obligation and ability of the District to transfer payment to individual property owners based on folio numbers.

Commissioner Minnaugh had concerns that if the conflict could not be resolved and everyone is frustrated, there will be a lawsuit, and she does not feel that SBDD should pay to defend that

lawsuit because CBWCD and SBDD cannot agree, and the developer has taken the position that they are not going to do anything because you can't make all parties happy. She said someone will file a lawsuit and it could be dragged out for years. She said that the District should not be paying anything for it, and in the agreement and the resolution it should be clear that both have to agree; but it's not always clear that both entities are going to be able to agree. District Director Hart said that he agrees, but he thinks that in the maintenance agreement there is language that speaks to legal fees and reimbursement, but as far as a conflict with South Broward, if the District feels that there is a need or that maintenance needs to be done that is not being done, the District has the right to go in and do the work and then get reimbursed by the property owner for that work. There is a process that is spelled out in the agreement. He deferred to Attorney Bell to elaborate. Attorney Bell said that he thinks there could be language that basically says, "that in the event any litigation regarding any conflict whatsoever, that the property owner will be responsible to reimburse the District for all legal fees incurred in defending"

Commissioner Mersinger commented that she finds that a bit bizarre, because she said you're telling me ahead of time that if she sues you, she will assume the cost even if she wins the lawsuit. Attorney Bell said that would be a conflict between the District and the property owner; and if it's a conflict between the District and the property owner, then usually, the prevailing party wins; but if it's a conflict between Central Broward and South Broward then yes. Commissioner Mersinger said that she's talking about the two governmental agencies, because otherwise it did not make sense to her. Attorney Bell said that the primary purpose of this agreement is the user fee which really does not affect Central Broward at all, and so that's why they are not a party to it. Chair Hodges asked won't the conflict be resolved in the permit. District Director Hart said he would hope so. Attorney Bell said that their main concern is the connection into the canal. Commissioner Minnaugh asked what happens if it becomes a stand-off, can it be dissolved and returned, and no longer in effect. Attorney Bell said that the agreement does not have a provision that it can be cancelled at any time; so it would remain in place and would have to be negotiated.

Commissioner Goggin asked if the weir is in our easement or is it in CBWCD's easement. District Director Hart replied it will be in our easement.

Commissioner Good said that one of the standard protocols for any utilities is to impose a 25% surcharge for connections that are outside of the utility's municipal boundaries; and drainage is considered to be a utility.

District Director Hart said that would be a decision of the Board. He said that their initial look at this was to make sure that if they were using the District's canal, and they would get the benefit of the District's facility, that they would be paying the same rate as any property within the District. That is a common practice within utilities, more so on water and sewer, but if the Board felt that it was appropriate under this circumstance as well, that in addition to paying the same rate that they would pay a surcharge, then they would add that to the agreement. Commissioner Good said that he thinks that they should add it to the agreement.

District Director Hart suggested that the final agreement be brought back. He said that there are now five points that would be added to the agreement for consideration, and he would like to have a consensus from the Board for all five points.

Commissioner Good suggested that a motion be made to table this Agenda Item to the next Board meeting.

Commissioner Minnaugh moved to table Resolution 2016-04 and bring it back with the changes

for approval. Commissioner Good seconded the motion.

District Director Hart said that he will highlight the changes. They are as follows:

1. Add language that would transfer the obligation for the annual user fee to all future property owners based on the Broward County Property Appraisers folio numbers.
2. Add language that specifically says no additional connections shall be allowed to the drainage system.
3. Add Hold Harmless/Indemnification language related to the connection.
4. Add language on the requirement for the 5-year recertification and additional language on any potential conflicts related to the 5-year recertification and require approval from both Central Broward and South Broward as it relates to the 5-year recertification.
5. Add language on reimbursement of any legal fees associated with a conflict between CBWCD and SBDD.
6. Add a 25% surcharge on the user fees per year, based on connections for properties outside of the jurisdictional boundaries of SBDD.

The changes will be made and be forwarded to the developer, and if they are in agreement, it will be brought back before the Board for final approval through Resolution.

The question was called and it was carried unanimously.

D. SCHEDULE TENTATIVE BUDGET AND ASSESSMENT HEARING FOR JULY 28, 2016

Commissioner Minnaugh moved for approval for Tentative Budget and Assessment Hearing for Thursday, July 28th at 8:15 a.m. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

E. UPDATE ON SBDD GARAGE BUILDING EXPANSION PROJECT

District Director Hart updated the Board on the status of the garage building expansion project. He said that both the rezoning and site plan have been approved; and that he has been coordinating with Attorney Bell on the next step, which is to hire an architect to do the design and prepare the bid documents; and based on Attorney Bell's recommendation, SBDD will prepare a procedure for hiring a professional consultant and for hiring professional services. It will be a broad resolution which will deal with not only an architect, but any professional services to establish a procedure on how SBDD would go about hiring a consultant through CCNA; which is the Consultants Competitive Negotiation Act. This is a state statute which regulates and dictates how you can hire professional services; it's not based on fees, but on qualifications. Attorney Bell recommended that the Board should first establish a procedure; and that procedure would be consistent with CCNA and will include a number of scenarios. District Director Hart said that there may be a point in the future where we would like to have a library of consultants.

District Director Hart recommended two staff members and a Board member to be on the Committee. Hopefully this will be done by July, but more towards August. He said that this will set us back a couple of months on the schedule, but there is no urgency, and he is confident that we are going in the right direction; and this way, we will be 100% within the statute.

F. OTHER

None.

05. Attorney Report:

Attorney Bell congratulated Commissioner Minnaugh, and Chair Hodges on their re-election; and wished Commissioner Good good luck on his election.

06. APPROVAL OF LEGAL FEES

Commissioner Minnaugh moved for approval of the legal bills. Motion was seconded by Commissioner Goggin and it was carried unanimously.

07. BOARD MEMBER'S QUESTIONS/COMMENTS

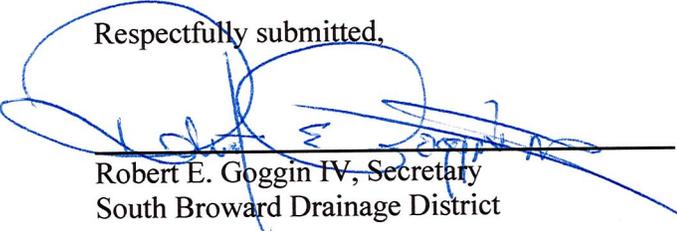
Commissioner Goggin asked District Director Hart how the piece of property on Flamingo Road in Pembroke Pines is going. District Director Hart said that there has not been any follow-up discussion with the representative who first brought it forward, but the direction from the Commission was to prepare a policy for selling surplus property. He has not done anything since that Board meeting, but he will be bringing a draft policy for selling surplus property to the Board at a future meeting.

08. MEETING DATE(S)

- A. The Next **Regular Board Meeting** will be held on **Thursday, July 28th at 8:00 a.m.** with the **First Public Hearing for Tentative Budget for 2016/2017 Fiscal Year** to be held at **8:15 a.m.**
- B. **Regular Board Meeting** will be held on **Thursday, August 25th at 8:00 a.m.**
- C. The Next **Regular Board Meeting** will be held on **Monday, September 12th at 8:00 a.m.** with the **Final Budget Hearing for 2016/2017 Fiscal Year** to be held at **8:15 a.m.**

Adjournment at 9:27 A.M.

Respectfully submitted,



Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: June 23, 2016

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Contract Award for Disaster Debris Monitoring Services

Comments:

SBDD advertised for bids for Disaster Debris Monitoring Services. We received a total of two (2) bids. The bid is for monitoring of post-storm disaster recovery work performed by SBDD Contractors following a declared Disaster/State of Emergency and includes a series of hourly rates for personnel. The bid documents allow the District to award multiple contracts. A copy of the Bid Summary is attached.

In order to provide SBDD with the highest level of flexibility, and to serve the best interests of the District, I am recommending that the District award a contract for Disaster Debris Monitoring Services to the following Consultants:

- True North Emergency Management
- Hazen & Sawyer.

Individual Work Orders would be issued under the contract documents, following a state declared disaster, to any firm listed above based on factors including, but not limited to, hourly rates, availability, responsiveness, the specific needs of the District, type of monitoring needed, location, and/or the severity of the storm, and/or the extent of damages.

SBDD has reviewed all of the bids submitted and have checked references for those companies that SBDD has not worked with directly. SBDD has determined that all of the Contractors are qualified to perform the work and that all of the bids meet the requirements

This is to request approval to award contracts for the 70 Hour Post Storm Monitoring Services to the two (2) Consultants listed above.

KH
Attachment

BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT
DISASTER DEBRIS MONITORING SERVICES
(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Thursday, June 09, 2016

TRUE NORTH EMERGENCY MANAGEMENT			HAZEN & SAWYER		
<u>ITEM</u>	<u>RATE</u>	<u>O.T. RATE.</u>	<u>ITEM</u>	<u>RATE</u>	<u>O.T. RATE.</u>
Contractor's Indemnification	<u>\$10.00</u>		Contractor's Indemnification	<u>\$10.00</u>	
Project Manager	<u>\$130.00</u>	<u>\$130.00</u>	Project Manager	<u>\$216.00</u>	<u>\$216.00</u>
Project Engineer	<u>\$155.00</u>	<u>\$155.00</u>	Project Engineer	<u>\$175.50</u>	<u>\$175.50</u>
On-Site Construction Manager	<u>\$135.00</u>	<u>\$135.00</u>	On-Site Construction Manager	<u>\$148.50</u>	<u>\$148.50</u>
Debris Monitoring Supervisor	<u>\$85.00</u>	<u>\$85.00</u>	Debris Monitoring Supervisor	<u>\$114.75</u>	<u>\$114.75</u>
Debris Monitor	<u>\$35.00</u>	<u>\$35.00</u>	Debris Monitor	<u>\$87.75</u>	<u>\$87.75</u>
CADD Operator	<u>\$85.00</u>	<u>\$85.00</u>	CADD Operator	<u>\$121.50</u>	<u>\$121.50</u>
Financial Management/Contract Specialist	<u>\$120.00</u>	<u>\$120.00</u>	Financial Management/Contract Specialist	<u>\$216.00</u>	<u>\$216.00</u>
Administrative Personnel	<u>\$28.00</u>	<u>\$28.00</u>	Administrative Personnel	<u>\$67.50</u>	<u>\$67.50</u>
<u>List Costs for Reimbursable Expenses</u>			<u>List Costs for Reimbursable Expenses</u>		
<u>E-TICKET UNIT</u>		<u>4.00/HR</u>	<u>XEROX - BLACK&WHITE 8.5X11</u>		<u>\$0.13/Page</u>
			<u>XEROX - BLACK&WHITE 11X17</u>		<u>\$0.25/Page</u>
			<u>XEROX - COLOR 8.5X11</u>		<u>\$1.27/Page</u>
			<u>XEROX - COLOR 11X17</u>		<u>\$2.53/Page</u>
			<u>ENGINEERING SIZE DRAWINGS</u>		<u>\$2.53/Dwg.</u>
			<u>USE OF VEHICLE (When Approved)</u>		<u>\$0.63/Mile</u>

MEMORANDUM

DATE: June 23, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Contract Award for 70 Hour Post Storm Debris/Tree Removal Services

Comments:

SBDD advertised for bids for 70 Hour Post Storm Debris/Tree Removal Services. We received a total of four (4) bids. The bid is for work to be performed during the first 70 hours following a declared Disaster/State of Emergency and includes a series of hourly rates for equipment and personnel. The bid documents allow the District to award multiple contracts. A copy of the Bid Summary is attached.

In order to provide SBDD with the highest level of flexibility, and to serve the best interests of the District, I am recommending that the District award a contract for 70 Hour Post Storm Debris/Tree Removal Services to the following Contractors:

- Custom Tree Care, Inc.
- Ceres Environmental Services, Inc.
- T.F.R. Enterprises, Inc.
- Weekley Asphalt Paving, Inc.

Individual Work Orders would be issued under the contract documents, following a state declared disaster, to any firm listed above based on factors including, but not limited to, hourly rates, availability, responsiveness, the specific needs of the District, type of equipment needed, location, and/or the severity of the storm, and/or the extent of damages.

SBDD has reviewed all of the bids submitted and have checked references for those companies that SBDD has not worked with directly. SBDD has determined that all of the Contractors are qualified to perform the work and that all of the bids meet the requirements

This is to request approval to award contracts for the 70 Hour Post Storm Debris/Tree Removal Services to the four (4) Contractors listed above.

KH
Attachment

BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT
70-HR POST STORM DEBRIS/TREE REMOVAL SERVICES
(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Thursday, June 09, 2016

COMPANY NAMES →	CUSTOM TREE CARE INC.			CERES ENVIRONMENTAL SERVICES, INC.			T.F.R. ENTERPRISES, INC.			WEEKLEY ASPHALT PAVING, INC.		
	<u>CAPACITY/ SIZE</u>	<u>REGULAR TIME/HR.</u>	<u>O.T./HR.</u>	<u>CAPACITY/ SIZE</u>	<u>REGULAR TIME/HR.</u>	<u>O.T./HR.</u>	<u>CAPACITY/ SIZE</u>	<u>REGULAR TIME/HR.</u>	<u>O.T./HR.</u>	<u>CAPACITY/ SIZE</u>	<u>REGULAR TIME/HR.</u>	<u>O.T./HR.</u>
HOURLY RATE FOR CREW - THREE (3) EXPERIENCED EMPLOYEES WITH CHAIN-SAWS, TRUCK CHIPPER & TREE CHIPPER	12"	\$325.00	\$475.00		\$318.00	\$367.00		\$375.00	\$487.50	PER CREW	\$324.00	\$486.00
TREE CHIPPER	12"	\$75.00	\$100.00	8"	\$88.00	\$137.00	12" Throat	\$100.00	\$125.00	8"	\$75.00	\$112.50
BOBCAT	1750 LBS +	\$75.00	\$100.00	1.5 CY	\$82.00	\$131.00	753	\$100.00	\$125.00	50 HP	\$75.00	\$112.50
COMBINATION		\$125.00	\$175.00	—	\$110.00	\$159.00	Attachment	\$150.00	\$175.00	80 HP	\$90.00	\$135.00
BOAT		\$200.00	\$300.00	Pontoon w/Motor	\$210.00	\$259.00	14' w/Motor	\$150.00	\$175.00	16'	\$200.00	\$300.00
CRANE	40 TON	\$225.00	NO BID	15 TON	\$185.00	\$234.00	30 TON	\$200.00	\$250.00	3/4 CY	\$160.00	\$240.00
GRAPPLE TRUCK	50 YD	\$200.00	\$300.00	—	\$165.00	\$214.00	45 CY	\$300.00	\$350.00	NO BID	NO BID	NO BID
DUMP TRUCK		\$80.00	\$125.00	10-18 CY	\$92.00	\$141.00	16-20 CY	\$100.00	\$125.00	18 CY	\$75.00	\$112.50
BUCKET TRUCK	55' +	\$150.00	\$225.00	40'-60'	\$234.00	\$283.00	40'-60'	\$275.00	\$300.00	NO BID	NO BID	NO BID
CHIPPER TRUCK		\$75.00	\$100.00	—	\$102.70	\$151.70	8'-12' BED	\$75.00	\$100.00	NO BID	NO BID	NO BID
DUMP TRAILER	25 YD +	\$100.00	\$125.00	24-40 CY	\$125.00	\$174.00	6-10 CY	\$125.00	\$150.00	22 CY	\$100.00	\$150.00
ADDITIONAL EMPLOYEES: SUPERVISOR		\$60.00	\$90.00		\$60.00	\$109.00		\$75.00	\$102.50		\$75.00	\$112.50
LABORER		\$40.00	\$60.00		\$39.00	\$58.50		\$50.00	\$75.00		\$48.00	\$72.00

COMPANY NAMES →	CUSTOM TREE CARE INC.			CERES ENVIRONMENTAL SERVICES, INC.			T.F.R. ENTERPRISES, INC.			WEEKLEY ASPHALT PAVING, INC.		
CATEGORY/ITEMS	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE
Vegetative Collect and Haul	0-5 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to Debris Management Site (DMS).	CY	<u>\$30.00</u>	0-5 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to Debris Management Site (DMS).	CY	<u>\$71.00</u>	0-5 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to Debris Management Site (DMS).	CY	<u>\$102.00</u>	0-5 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to Debris Management Site (DMS).	CY	<u>\$125.00</u>
	6-15 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$40.00</u>	6-15 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$72.50</u>	6-15 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$106.00</u>	6-15 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$135.00</u>
	16-30 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$50.00</u>	16-30 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$74.50</u>	16-30 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$115.00</u>	16-30 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$145.00</u>
	31-60 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$60.00</u>	31-60 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$76.50</u>	31-60 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$120.00</u>	31-60 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$155.00</u>
	Single Price Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS. Removal for any haul distance.	CY	<u>\$50.00</u>	Single Price Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS. Removal for any haul distance.	CY	<u>\$74.50</u>	Single Price Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS. Removal for any haul distance.	CY	<u>\$120.00</u>	Single Price Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS. Removal for any haul distance.	CY	<u>\$155.00</u>
Management and Reduction	Grinding			Grinding			Grinding			Grinding		
	Grinding/Chipping vegetative debris at DMS	CY	<u>\$3.25</u>	Grinding/Chipping vegetative debris at DMS	CY	<u>\$4.28</u>	Grinding/Chipping vegetative debris at DMS	CY	<u>\$4.15</u>	Grinding/Chipping vegetative debris at DMS	CY	<u>\$10.00</u>
C & D Collect and Haul	0-5 Miles Construction and Demolition (C&D) from Canals and Ditches and Transport to DMS.	CY	<u>\$40.00</u>	0-5 Miles Construction and Demolition (C&D) from Canals and Ditches and Transport to DMS.	CY	<u>\$79.00</u>	0-5 Miles Construction and Demolition (C&D) from Canals and Ditches and Transport to DMS.	CY	<u>\$105.00</u>	0-5 Miles Construction and Demolition (C&D) from Canals and Ditches and Transport to DMS.	CY	<u>\$125.00</u>
	6-15 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance up to 15 miles.	CY	<u>\$50.00</u>	6-15 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance up to 15 miles.	CY	<u>\$80.50</u>	6-15 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance up to 15 miles.	CY	<u>\$110.00</u>	6-15 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance up to 15 miles.	CY	<u>\$135.00</u>

COMPANY NAMES →	CUSTOM TREE CARE INC.			CERES ENVIRONMENTAL SERVICES, INC.			T.F.R. ENTERPRISES, INC.			WEEKLEY ASPHALT PAVING, INC.		
	16-30 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 16 and 30 miles.	CY	<u>\$60.00</u>	16-30 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 16 and 30 miles.	CY	<u>\$82.50</u>	16-30 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 16 and 30 miles.	CY	<u>\$120.00</u>	16-30 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 16 and 30 miles.	CY	<u>\$145.00</u>
	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	CY	<u>\$70.00</u>	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	CY	<u>\$84.50</u>	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	CY	<u>\$130.00</u>	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	CY	<u>\$155.00</u>
	Single Price			Single Price			Single Price			Single Price		
	A single price C&D collect and removal for any haul distance.	CY	<u>\$60.00</u>	A single price C&D collect and removal for any haul distance.	CY	<u>\$82.50</u>	A single price C&D collect and removal for any haul distance.	CY	<u>\$140.00</u>	A single price C&D collect and removal for any haul distance.	CY	<u>\$155.00</u>
Final Disposal	0-5 Miles from DMS to Final Disposal.			0-5 Miles from DMS to Final Disposal.			0-5 Miles from DMS to Final Disposal.			0-5 Miles from DMS to Final Disposal.		
	Transport processed debris from DMS to final disposal 0-5 Miles.	CY	<u>\$5.00</u>	Transport processed debris from DMS to final disposal 0-5 Miles.	CY	<u>\$4.95</u>	Transport processed debris from DMS to final disposal 0-5 Miles.	CY	<u>\$5.50</u>	Transport processed debris from DMS to final disposal 0-5 Miles.	CY	<u>\$125.00</u>
	6-15 Miles from DMS to Final Disposal.			6-15 Miles from DMS to Final Disposal.			6-15 Miles from DMS to Final Disposal.			6-15 Miles from DMS to Final Disposal.		
	Transport processed debris from DMS to final disposal 6-15 Miles.	CY	<u>\$6.00</u>	Transport processed debris from DMS to final disposal 6-15 Miles.	CY	<u>\$5.85</u>	Transport processed debris from DMS to final disposal 6-15 Miles.	CY	<u>\$7.75</u>	Transport processed debris from DMS to final disposal 6-15 Miles.	CY	<u>\$135.00</u>
	16-30 Miles from DMS to Final Disposal.			16-30 Miles from DMS to Final Disposal.			16-30 Miles from DMS to Final Disposal.			16-30 Miles from DMS to Final Disposal.		
	Transport processed debris from DMS to final disposal 16-30 Miles.	CY	<u>\$7.00</u>	Transport processed debris from DMS to final disposal 16-30 Miles.	CY	<u>\$6.98</u>	Transport processed debris from DMS to final disposal 16-30 Miles.	CY	<u>\$9.00</u>	Transport processed debris from DMS to final disposal 16-30 Miles.	CY	<u>\$145.00</u>
	60+ Miles from DMS to Final Disposal.			60+ Miles from DMS to Final Disposal.			60+ Miles from DMS to Final Disposal.			60+ Miles from DMS to Final Disposal.		
	Transport processed debris from DMS to final disposal 60+ Miles.	CY	<u>\$8.00</u>	Transport processed debris from DMS to final disposal 60+ Miles.	CY	<u>\$8.95</u>	Transport processed debris from DMS to final disposal 60+ Miles.	CY	<u>\$11.00</u>	Transport processed debris from DMS to final disposal 60+ Miles.	CY	<u>\$190.00</u>
Specialty Removal	Vessel Removal (Marine)			Vessel Removal (Marine)			Vessel Removal (Marine)			Vessel Removal (Marine)		
	Removal of eligible vessel from waterway transport to DMS.	LF	<u>\$50.00</u>	Removal of eligible vessel from waterway transport to DMS.	LF	<u>\$88.00</u>	Removal of eligible vessel from waterway transport to DMS.	LF	<u>\$44.00</u>	Removal of eligible vessel from waterway transport to DMS.	LF	<u>\$140.00</u>
Bonding	Provide Performance and Payment Bond	LS	<u>\$ 2.5%</u>	Provide Performance and Payment Bond	LS	<u>\$0.00</u>	Provide Performance and Payment Bond	LS	<u>\$0.00</u>	Provide Performance and Payment Bond	LS	<u>\$ 3%</u>

****MEMORANDUM****

DATE: June 23, 2016

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Contract Award for 70 Hour Post Storm Vac Truck/Dredger Services

Comments:

SBDD advertised for bids for 70 Hour Post Storm Vac Truck/Dredger Services. We received a total of two (2) bids. The bid is for work to be performed during the first 70 hours following a declared Disaster/State of Emergency and includes a series of hourly rates for equipment and personnel. The bid documents allow the District to award multiple contracts. A copy of the Bid Summary is attached.

In order to provide SBDD with the highest level of flexibility, and to serve the best interests of the District, I am recommending that the District award a contract for 70 Hour Post Storm Vac Truck/Dredger Services to the following Contractors:

- Shenandoah General Construction Company
- Industrial Divers Corp.

Individual Work Orders would be issued under the contract documents, following a state declared disaster, to any firm listed above based on factors including, but not limited to, hourly rates, availability, responsiveness, the specific needs of the District, type of equipment needed, location, and/or the severity of the storm, and/or the extent of damages.

SBDD has reviewed all of the bids submitted and have checked references for those companies that SBDD has not worked with directly. SBDD has determined that all of the Contractors are qualified to perform the work and that all of the bids meet the requirements

This is to request approval to award contracts for the 70 Hour Post Storm Vac Truck/Dredger Services to the two (2) Contractors listed above.

KH
Attachment

BID TABULATION
 SOUTH BROWARD DRAINAGE DISTRICT
 70-HR POST STORM VAC TRUCK/DREDGER SERVICES
 THURSDAY, JUNE 09, 2016

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

COMPANY NAMES	SHENANDOAH GENERAL CONSTRUCTION CO.			INDUSTRIAL DIVERS CORP.		
<u>EQUIPMENT</u>	<u>CAPACITY/SIZE</u>	<u>REGULAR TIME/HR.</u>	<u>O.T./HR.</u>	<u>CAPACITY/SIZE</u>	<u>REGULAR TIME/HR.</u>	<u>O.T./HR.</u>
VAC TRUCK W/EXPERIENCED OPERATOR & CREW	3,200 GALS.	\$ 225.00	\$ 250.00	NO BID	NO BID	NO BID
DREDGE BOAT W/EXPERIENCED OPERATOR & CREW	10' X 25'	\$ 250.00	\$ 275.00	6" - 1500 GPM	\$ 470.00	\$ 611.00
PORTABLE DREDGE W/EXPERIENCED OPERATOR & CREW	NO BID	NO BID	NO BID	6" - 1500 GPM	\$ 385.00	\$ 500.50
TRACK HOE	60' LONG STICK	\$ 150.00	\$ 150.00	NO BID	NO BID	NO BID
COMBINATION	CAT 420	\$ 135.00	\$ 155.00	NO BID	NO BID	NO BID
ADDITIONAL EMPLOYEES: SUPERVISOR		\$ 55.00	\$ 75.00	N/A	\$ 75.00	\$ 97.50
LABORER		\$ 38.00	\$ 57.00	NO BID	NO BID	NO BID
CATEGORY	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE
Material & Sand Collect and Haul	0-5 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to Debris Management Site (DMS).	CY	\$75.00	0-5 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to Debris Management Site (DMS).	CY	\$ NO BID
	6-15 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$85.00	6-15 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$ NO BID
	16-30 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$125.00	16-30 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$ NO BID
	31-60 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$150.00	31-60 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$ NO BID
	Single Price Remove material/sand/debris from Drainage Culverts and Structures and Transport to DMS. Removal for any haul distance.	CY	\$300.00	Single Price Remove material/sand/debris from Drainage Culverts and Structures and Transport to DMS. Removal for any haul distance.	CY	\$ NO BID
Material & Sand Removal	Remove material/sand/debris from an 18" Drainage Culvert and dispose material in the adjacent water body.	LF	\$5.00	Remove material/sand/debris from an 18" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ NO BID
	Remove material/sand/debris from a 24" Drainage Culvert and dispose material in the adjacent water body.	LF	\$6.00	Remove material/sand/debris from a 24" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ NO BID
	Remove material/sand/debris from a 30" Drainage Culvert and dispose material in the adjacent water body.	LF	\$7.00	Remove material/sand/debris from a 30" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 52.35
	Remove material/sand/debris from a 36" Drainage Culvert and dispose material in the adjacent water body.	LF	\$8.00	Remove material/sand/debris from a 36" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 59.35

BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT
70-HR POST STORM VAC TRUCK/DREDGER SERVICES
THURSDAY, JUNE 09, 2016

COMPANY NAMES →	SHENANDOAH GENERAL CONSTRUCTION CO.	INDUSTRIAL DIVERS CORP.				
	Remove material/sand/debris from a 48" Drainage Culvert and dispose material in the adjacent water body.	LF	\$10.00	Remove material/sand/debris from a 48" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 68.50
	Remove material/sand/debris from a 54" Drainage Culvert and dispose material in the adjacent water body.	LF	\$50.00	Remove material/sand/debris from a 54" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 89.00
	Remove material/sand/debris from a 60" Drainage Culvert and dispose material in the adjacent water body.	LF	\$55.00	Remove material/sand/debris from a 60" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 111.25
	Remove material/sand/debris from a 72" Drainage Culvert and dispose material in the adjacent water body.	LF	\$75.00	Remove material/sand/debris from a 72" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 127.25
	Remove material/sand/debris from an 84" Drainage Culvert and dispose material in the adjacent water body.	LF	\$100.00	Remove material/sand/debris from an 84" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 148.35
	Remove material/sand/debris from a 96" Drainage Culvert and dispose material in the adjacent water body.	LF	\$150.00	Remove material/sand/debris from a 96" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ 178.00
Final Disposal	0-5 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 0-5 Miles.	CY	\$75.00	0-5 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 0-5 Miles.	CY	\$ NO BID
	6-15 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 6-15 Miles.	CY	\$85.00	6-15 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 6-15 Miles.	CY	\$ NO BID
	16-30 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 16-30 Miles.	CY	\$125.00	16-30 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 16-30 Miles.	CY	\$ NO BID
	60+ Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 60+ Miles.	CY	\$150.00	60+ Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 60+ Miles.	CY	\$ NO BID
Bonding	Provide Performance and Payment Bond	LS	\$300.00	Provide Performance and Payment Bond	LS	\$ 3%
				ADDITIONAL:	REGULAR TIME/HR.	O.T./HR.
				FOUR DIVER TEAM:		
				SUPERVISOR, DIVER, STANDBY DIVER, & TENDER	\$225.00/Hr.	\$292.50/Hr.
				CCTV or HANDHELD HD CAMERA	\$250.00/Day	
				BURNING GEAR OR HYDRAULIC TOOL	\$350.00/Day	
				BURNING RODS	\$4.00/Each	
				BURNING OXYGEN	\$60.00/Bottle	

MEMORANDUM

DATE: June 23, 2016

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Re-Investment of District Funds

Comments:

The following investment funds are scheduled to mature over the next three months:

- | | |
|-----------------------------------|---------------------------|
| 1. Centennial Bank CD - \$247,500 | Maturity Date – 7/19/2016 |
| 2. TD Bank CD - \$247,500 | Maturity Date - 8/7/2016 |
| 3. Stonegate Bank CD - \$247,500 | Maturity Date - 8/8/2016 |
| 4. Landmark Bank CD - \$247,500 | Maturity Date - 8/14/2016 |
| 5. Bank United CD - \$247,506 | Maturity Date – 9/30/2016 |

On May 24, 2016, the Finance and Investment Committee met to discuss the District's options for re-investing the cash-on-hand that will be available upon the maturity of these investment funds. The recommendation from the Finance and Investment Committee is to re-invest these funds in new 12-month CDs.

Financial impacts to this Agenda Item: None; a 12 month cash flow analysis by SBDD staff indicates that the District will have adequate cash-on-hand over the 12-month period of the new CDs.

This is to request approval to re-invest the monies that will become available from five CDs scheduled to mature over the next three months by purchasing new 12-month CDs in the amount of \$247,500.

KH

MEMORANDUM

DATE: June 23, 2016

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: SBDD Resolution No. 2016-04 – Authorize South Broward Drainage District to Enter into an Agreement with Ventura Pointe Housing, LLC to Allow a Drainage Outfall Connection into the District's Canal No. 1

Comments:

Proposed Resolution 2016-04 authorizes South Broward Drainage District (SBDD) to enter into an Agreement with Ventura Pointe Housing, LLC to allow a drainage outfall connection into the District's Canal No. 1.

Ventura Point Housing, LLC (Developer) is proposing to construct a 206 unit multi-family, residential development at the southeast corner of Pasadena Blvd. and University Dr. in the City of Pembroke Pines. The project borders the District's Canal No. 1 and is located outside of the District's jurisdictional limits; within the jurisdictional limits of the Central Broward Water Control District (CBWCD). Due to its close proximity, the Developer is requesting a drainage overflow connection into the District's Canal No. 1.

The proposed Agreement includes the following provisions for allowing the drainage outfall connection from the Ventura Pointe development (Project):

- The water management and drainage plan for the Project will include a minimum of 15% water management area which is consistent with the District's requirements and criteria for its S-1 Drainage Basin.
- The discharge from the proposed drainage outfall connection from the Project into the District's Canal No. 1 will be limited to the allowable discharge rate as stipulated in the rules and criteria of CBWCD and the South Florida Water Management District (SFWMD).
- Developer will construct a Control Structure which shall limit and control the stormwater discharge from the Project into the District's Canal No. 1 in accordance with CBWCD and SFWMD rules and criteria.
- Developer has demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to the District's S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District's Canal No. 1.
- Developer has also demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to any downstream property as a result of the design discharge rates from the Subject Property into the District's Canal No. 1.
- District shall collect an initial user fee and an annual user fee for the outfall connection from the Subject Property into the District's Canal No. 1.
- The amount of user fees will be equivalent to \$21.50 per residential unit or a total of \$4,429.00.
- The District reserves the right to adjust the annual user fee to match its annual assessment rate for Multi-Family Residential Units.
- Developer shall obtain permits from the District, SFWMD, and CBWCD for the proposed drainage improvements on Subject Property and within the C-1 Canal Right-of-Way.

- Developer shall be responsible to comply with all local, state and federal regulatory requirements for water quality associated with the development of the Subject Property and the C-1 Canal Right-of-Way, including those regulatory requirements that are in place now or that are instituted in the future.
- Provide the District with as-built drawings of the drainage improvements on the Subject Property and within the District's C-1 Canal Right-of-Way upon the completion of construction.
- Maintain the drainage improvements on the Subject Property and within the C-1 Canal Right-of-Way, including, but not limited to the Control Structure.
- Pay for all costs associated with the Agreement.
- Allow the District to utilize any engineering document, report, calculation, modeling data, etc. prepared as part of this Agreement for any purpose as deemed appropriate by the District, and at no cost to the District.
- The District and Developer agree that the initial user fee and all subsequent annual user fees shall be retained by the District and shall be used by the District in whatever way deemed necessary or appropriate by the District in the District's sole discretion.
- That the District will issue an Invoice to Developer on or about October 1st of each year and payment will be due on November 1st
- In the event payment of the user fee, or payment of any other cost incurred by the District in association with the Agreement, is not received by District within thirty (30) days of its due date, then the District shall be entitled to file a lien in the Broward County Public Records.
- All successors to Developer shall be bound by this Agreement.

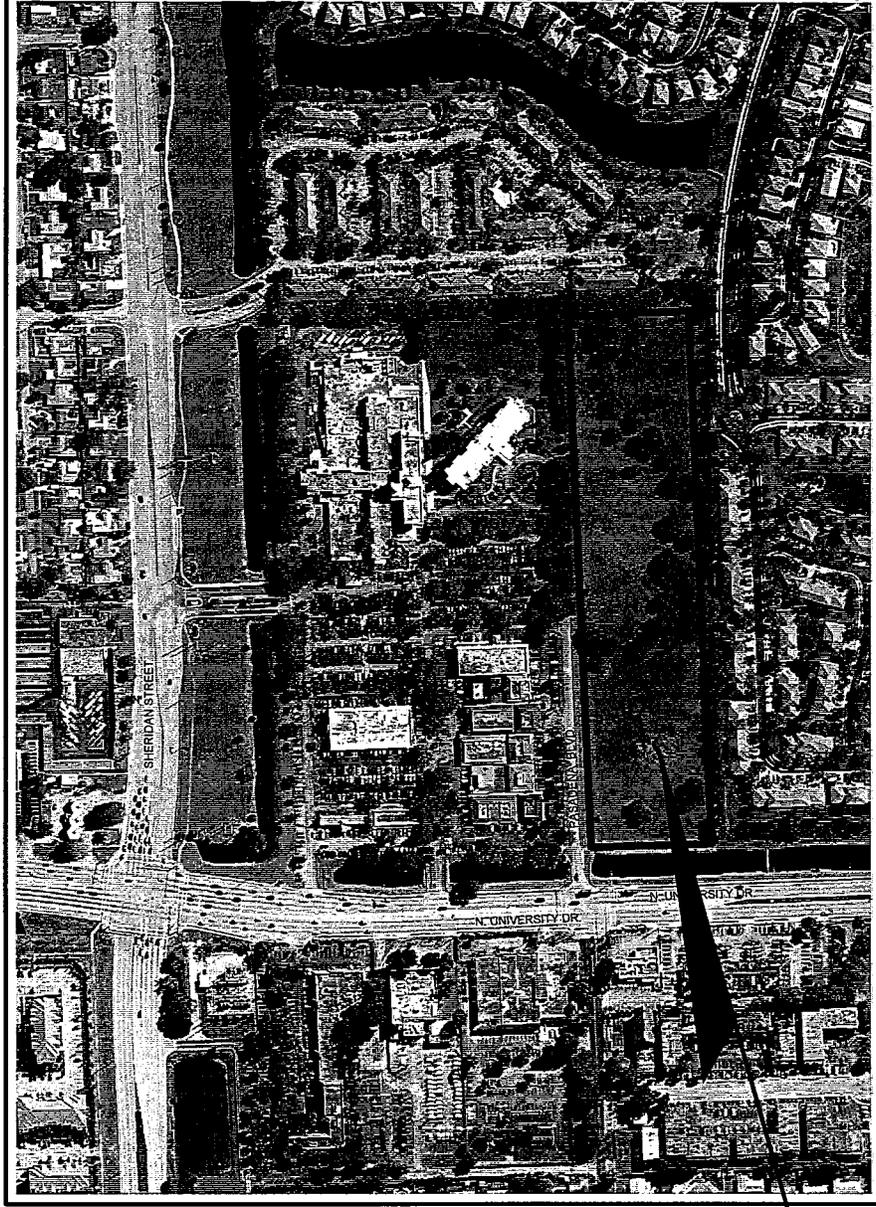
District staff has no objections to the proposed drainage outfall connection, as the impacts to the District's facilities are negligible.

Financial impacts to this Agenda Item: None; the proposed Agreement includes provisions for payment of an initial user fee and an annual user fee, and reimbursement of all costs associated with the preparation of the Agreement.

This to request approval of Resolution 2016-04 authorizing SBDD to enter into an Agreement with Ventura Pointe Housing, LLC to allow a drainage outfall connection into the District's Canal No. 1.

KH
Attachments

**VENTURA POINTE
CITY OF PEMBROKE PINES
BROWARD COUNTY, FLORIDA**



**PROJECT
LOCATION**

**LOCATION MAP
NOT TO SCALE**

SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION No. 2016-04**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH VENTURA POINTE HOUSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, REGARDING THE CONNECTION OF A DRAINAGE OUTFALL INTO THE DISTRICT'S CANAL NO. 1 AND PAYMENT OF A USER FEE BY VENTURA POINTE HOUSING, LLC, ITS SUCCESSORS AND ASSIGNS, TO THE DISTRICT FOR SAID DRAINAGE OUTFALL CONNECTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The South Broward Drainage District, hereinafter referred to as "District", is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands and drainage within its geographical boundaries; and

WHEREAS, Ventura Pointe Housing, LLC, hereinafter referred to as "Developer", is a Florida Limited Liability Company, and a residential developer; and

WHEREAS, Developer is the owner of property located outside the boundaries of the District, and located directly east of and adjacent to the District's S-1 Drainage Basin and the District's Canal No. 1, said property, hereinafter referred to as "Subject Property"; and

WHEREAS, the Subject Property is further described on Exhibit "A" to the Agreement, attached hereto: and

WHEREAS, Developer is proposing to develop and construct a residential community known as "Ventura Pointe" on the Subject Property, which is located within the municipal boundaries of the City of Pembroke and the jurisdictional boundaries of the Central Broward Water Control District (CBWCD); and

WHEREAS, the proposed development plans for the Subject Property include improvements within the jurisdictional boundaries of the District, including turn lane improvements along University Drive and improvements to and along the District's Canal No. 1; and

WHEREAS, Developer is proposing to develop Subject Property in accordance with federal, state, local, CBWCD and District criteria; and

WHEREAS, Developer is proposing to construct 206 multi-family residential units on the Subject Property; and

WHEREAS, Developer is requesting approval from the District for a drainage outfall connection from the Subject Property into the District's Canal No. 1; and

WHEREAS, the water management and drainage plan for the Subject Property will include a minimum of 15% water management area which is consistent with the District's requirements and criteria for its S-1 Drainage Basin; and

WHEREAS, the discharge from the proposed drainage outfall connection from the Subject Property into the District's Canal No. 1 will be limited to the allowable discharge rate as stipulated in the rules and criteria of CBWCD and the South Florida Water Management District (SFWMD); and

WHEREAS, District has agreed to allow the Developer to discharge into the District's Canal No. 1 in accordance with the limitations, terms and conditions stated herein; and

WHEREAS, Developer has demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to the District's S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District's Canal No. 1; and

WHEREAS, Developer has also demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to any downstream property as a result of the design discharge rates from the Subject Property into the District's Canal No. 1; and

WHEREAS District shall collect an initial user fee in the amount of \$4,429.00 and an annual user fee in the amount of \$4,429.00 for the outfall connection from the Subject Property into the District's Canal No. 1; and

WHEREAS the initial and annual user fee amount of \$4,429.00 is based on a cost of \$21.50 per residential unit for the proposed Ventura Pointe development; and

WHEREAS, the District has prepared an Agreement whereby the Developer will be permitted to install a drainage outfall connection into the District's Canal No. 1, subject to certain terms and conditions; and

WHEREAS, the Agreement is attached to this Resolution No. 2016-04 as Exhibit "1" and is herein referred to as the "Agreement"; and

WHEREAS, under the Agreement, the Developer will indemnify and hold harmless the District from any and all liability as a result of the drainage outfall connection into the District's Canal No. 1; and

WHEREAS, under the Agreement, the initial user fee will be due within ten days after Agreement has been fully executed, and District will issue an Invoice for the annual user fee to Developer on or about October 1st of each year and payment will be due on November 1st; and

WHEREAS, the Agreement includes provisions to allow the District to collect the user fee in the event that said user fee is not received by District within thirty days of the due date, including, but not limited to, filing a lien in the Broward County Public Records upon the Subject Property; and

WHEREAS, under the Agreement, District and Developer agree that the initial user fee and all subsequent annual user fees shall be retained by the District and shall be used by the District in whatever way deemed necessary or appropriate by the District in the District's sole discretion; and

WHEREAS, under the Agreement, District and Developer agree that the District reserves the right to adjust the annual user fee to match its annual assessment rate for Multi-Family Residential Units; and

WHEREAS, under the Agreement, all successors to Developer shall be bound by the Agreement; and

WHEREAS, the District and Developer are desirous of entering into an Agreement to provide for approval to permit the installation of the drainage outfall connection from the Subject Property into the Districts Canal No. 1; and

WHEREAS, a public meeting was held on the 30th day of June, 2016 at 8:00 AM at the offices of the South Broward Drainage District, located at 6591 SW 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreement and authorizing the District to enter into the proposed Agreement;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are true and correct and are incorporated herein by reference as if fully stated herein.

2. The Agreement between the District and Developer is approved.

3. The District's attorney and District Director are authorized and directed to submit the Agreement to the Developer for approval and execution.

4. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto and reproduced thereof.

5. Upon full execution of the Agreement, the District's attorney and District Director are authorized and directed to record the Agreement in the Broward County Public Records.

6. If any one or more of the covenants, agreements or provisions of this Resolution, the Agreement or the exhibits attached to the Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, the Agreement or the exhibits attached to the Agreement.

7. This Resolution shall take effect immediately upon its adoption and shall be effective until revised or changed by the District Board of Commissioners by subsequent Resolution.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the ____ day of _____, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution No. 2016-04 was acknowledged before me this ____ day of _____, 2016 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2016.

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

June 23, 2016

Prepared by: DOUGLAS R. BELL, ESQUIRE

RETURN TO: SOUTH BROWARD DRAINAGE DISTRICT
6591 SW 160 AVENUE
SOUTHWEST RANCHES, FLORIDA 33331

FOLIO NO. 514110140010

Agreement
(VENTURA POINTE)

THIS AGREEMENT for construction of Drainage Improvements in the South Broward Drainage District S-1 Drainage Basin is made this ____ day of _____, 2016, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District" and VENTURA POINTE HOUSING, LLC, a Limited Liability Company, whose address is 5604 PGA Boulevard, Suite 109, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all development plans affecting lands and drainage within its geographical boundaries; and

WHEREAS, Developer is the owner of property located outside the boundaries of the South Broward Drainage District, and located directly east of and adjacent to the District's S-1 Drainage Basin and the District's Canal No. 1, said property, hereinafter referred to as "Subject Property" is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO; and

WHEREAS, the Subject Property is located within the jurisdictional boundaries of the Central Broward Water Control District (CBWCD); and

WHEREAS, the proposed development plans for the Subject Property include improvements within the jurisdictional boundaries of the District, including turn lane improvements along University Drive and improvements to and along the District's Canal No. 1; and

WHEREAS, Developer is proposing to develop Subject Property in accordance with federal, state,

local, CBWCD and District criteria; and

WHEREAS, Developer is proposing to construct 206 multi-family residential units on the Subject Property; and

WHEREAS, Developer is requesting approval from the District for a drainage outfall connection from the Subject Property into the District's Canal No. 1; and

WHEREAS, the water management and drainage plan for the Subject Property will include a minimum of 15% water management area which is consistent with the District's requirements and criteria for its S-1 Drainage Basin; and

WHEREAS, the discharge from the proposed drainage outfall connection from the Subject Property into the District's Canal No. 1 will be limited to the allowable discharge rate as stipulated in the rules and criteria of CBWCD and the South Florida Water Management District (SFWMD); and

WHEREAS, District has agreed to allow the Developer to discharge into the District's Canal No. 1 in accordance with the limitations, terms and conditions stated herein; and

WHEREAS, Developer has demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to the District's S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District's Canal No. 1; and

WHEREAS, Developer has also demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to any downstream property as a result of the design discharge rates from the Subject Property into the District's Canal No. 1; and

WHEREAS District shall collect an initial user fee and an annual user fee for the outfall connection from the Subject Property into the District's Canal No. 1; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, District and Developer hereby agree upon the following terms and conditions:

(1) The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

(2) As part of this Agreement, the Developer, its successors and assigns agree to the following items:

(a) All successors to Developer shall be bound by this Agreement. However, Developer shall not assign this Agreement to a successor without the written approval of the District Board of Commissioners and any purported assignment without said written approval will be null and void and of no force or effect.

(b) This Agreement shall be effective on July 1, 2016 ("Effective Date").

(c) Deliver to the District, within ten (10) calendar days after this Agreement is fully executed, an initial user fee in an amount equivalent to \$21.50 per residential unit or \$4,429.00.

(d) Deliver to the District an annual user fee in an amount equivalent to \$21.50 per residential unit or \$4,429.00, which shall be due on November 1, 2017 and on November 1st of each subsequent year for as long as the drainage outfall connection from the Subject Property remains in place and operational.

(e) Developer has provided engineering calculations and stormwater modeling results confirming that there will be no expected adverse impacts to the District's S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District's Canal No. 1. The District has reviewed and accepted these calculations.

(f) Developer's engineers have updated the District's S-1 Drainage Basin ICPR stormwater model and have confirmed that there is no expected adverse impact to drainage and stormwater management within the S-1 Drainage Basin due to the drainage outfall connection from the Subject Property. The District has reviewed and accepted these modeling results. Developer's engineer shall provide the District with both hard copies and electronic copies of the S-1 Drainage Basin ICPR model update for incorporation into any future updates to the District's Facilities Report.

(g) Developer will design the Subject Property to provide a minimum of 15% on-site water management area for the storage, conveyance, attenuation and treatment of stormwaters in accordance with CBWCD and SFWMD rules and criteria.

(h) Developer will construct a Control Structure which shall limit and control the stormwater discharge from the Subject Property into the District's Canal No. 1 in accordance with CBWCD and SFWMD rules and criteria.

(i) Developer shall obtain permits from the District, SFWMD, and CBWCD for the proposed drainage improvements on Subject Property and within the District's Canal No. 1 Right-of-Way.

(j) Developer shall be responsible to comply with all local, state and federal regulatory requirements for water quality associated with the development of the Subject Property and the District's Canal No. 1 Right-of-Way, including those regulatory requirements that are in place now or that are instituted in the future. Specifically, but not exclusively, Developer shall meet all regulatory requirements for nutrient discharge, Best Management Practices (BMPs), and for the National Pollutant Discharge Elimination System (NPDES) Stormwater Program.

(k) Provide the District with as-built drawings of the drainage improvements on the Subject Property and within the District's Canal No. 1 Right-of-Way upon the completion of construction.

(l) Maintain the drainage improvements on the Subject Property and within the District's Canal No. 1 Right-of-Way, including, but not limited to the Control Structure.

(m) Pay for all costs of providing the foregoing items.

(n) Allow the District to utilize any engineering document, report, calculation, modeling data, etc. prepared as part of this Agreement for any purpose as deemed appropriate by the District, and at no cost to the District.

(3) In return for the foregoing, the District agrees as follows:

(a) That the District will issue a Paving and Drainage Permit to Developer for

construction of the Developer's drainage improvements within the jurisdictional boundaries of the District and for a drainage outfall connection into the District's Canal No. 1, provided that all other District, SFWMD and CBWCD criteria for development of Subject Property has been met.

(b) That the District will issue an Invoice to Developer on or about October 1st of each year and payment will be due on November 1st.

(4) The District and Developer agree that the initial user fee and all subsequent annual user fees shall be retained by the District and shall be used by the District in whatever way deemed necessary or appropriate by the District in the District's sole discretion.

(5) The District and Developer agree that the District reserves the right to adjust the annual user fee as agreed to in Paragraph 2(d) of this Agreement to match its annual assessment rate for Multi-Family Residential Units.

(6) This Agreement is between the District and the Developer only and there are no Third Party Beneficiaries not specifically named herein that have or are intended to have any enforceable rights under this Agreement.

(7) Nothing contained herein shall be deemed to constitute a waiver by District of any limitations of its liability that that may be accorded District by virtue of Section 768.28 Florida Statutes or any subsequently enacted similar law.

(8) The Developer acknowledges that they shall be responsible to comply with all federal, state, county and local regulations regarding the water quality of the lakes and water bodies within the Subject Property and shall be responsible to pay for any and all costs, including reasonable attorney's fees, associated with said compliance. Furthermore, Developer shall be responsible to reimburse the District for any costs and expenses incurred by the District to address any water quality issue which is attributable to the Subject Property in accordance with Paragraph 9 below.

(9) In the event payment of the user fee, or payment of any other cost incurred by the District in association with the Agreement, is not received by District within thirty (30) days of its due date, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that the District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

(10) All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:
South Broward Drainage District
Attn: District Director
6591 S.W. 160th Avenue

Southwest Ranches, Florida 33331

with copy to:

Douglas R. Bell, Esquire
800 East Broward Boulevard, Suite 505
Fort Lauderdale, Florida 33301

As to Developer:

Ventura Pointe Housing, LLC
5604 PGA Boulevard, Suite 109
Palm Beach Gardens, FL 33418
Attn: Ron Roan, Vice President

unless the address is changed by a party by notice given to the other party, notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered or upon hand delivery to the address indicated. Notwithstanding the foregoing, in the event of any stoppage of mail service performed by the United States Postal Service due to strike or labor difficulty, notice, request or demands or other communications referred to in this Agreement may be sent by email, facsimile or private courier, but shall be deemed to have been given when received.

(11) In the event of any litigation under this Agreement or litigation with respect to the enforcement of any liens of the District, the prevailing party shall be entitled to an award of its court costs and reasonable attorney's fees at trial and all appellate levels of judicial proceedings.

(12) No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(13) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same Agreement.

(14) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with Subject Property and binding upon all owners of Subject Property. The Developer shall disclose this Agreement in writing to all persons acquiring any portion of Subject Property subsequent to the date of this Agreement and any declaration of covenants, conditions or restrictions recorded with respect to Subject Property subsequent to the date of this Agreement shall specially refer to this Agreement.

(15) This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

(16) All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

(17) This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by all parties.

(18) The Exhibits hereto contain additional terms of this Agreement. Typewritten or handwritten provisions inserted in this agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

(19) Whenever approvals of any nature are required by any party to this agreement, it is agreed that same shall not be unreasonably withheld.

(20) This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

(21) This Agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

(22) The Developer agrees to reimburse District and pay for all reasonable attorneys' fees and costs incurred by District in negotiating and preparing this Agreement and the cost of recording this Agreement in the Public Records of Broward County, Florida.

(23) This Agreement shall be recorded in the public records of Broward County, Florida.

DISTRICT

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Witness Signature

Attest:

Witness Printed Name

By: Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2016 by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2016.

NOTARY SEAL OR STAMP

NOTARY PUBLIC

DEVELOPER

Signed, sealed and delivered
in the presence of:

VENTURA POINTE HOUSING, LLC

Witness Signature

By: _____

Witness Printed Name

Print Name: Ron Roan

Witness Signature

Title: Vice President

Witness Printed Name

STATE OF _____)
)§
COUNTY OF _____)

The foregoing Agreement] was acknowledged before me this ____ day of _____, 2016 by Ron Roan as Vice President of Ventura Pointe Housing, LLC, a Limited Liability Company, who is personally known to me or who produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2016.

NOTARY SEAL OR STAMP

NOTARY PUBLIC:

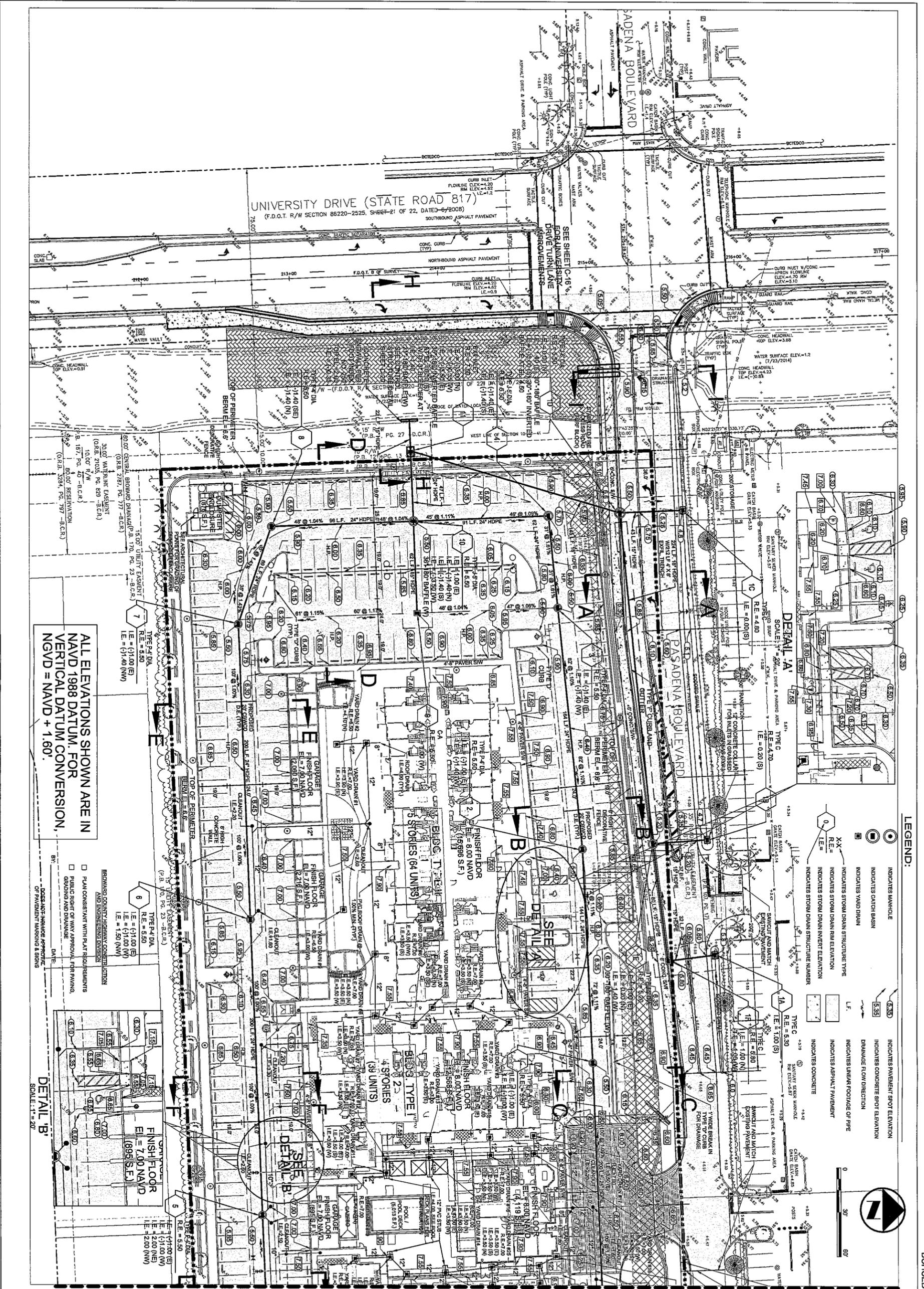
EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL "A" OF SOLOMON OFFICE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 121, PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

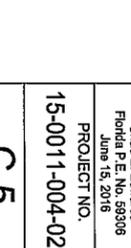
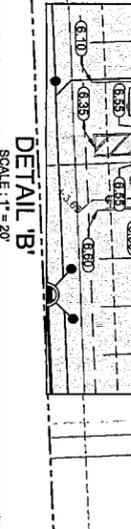
ALSO KNOWN AS:

TRACT 24, "A.J. BENDLE'S SUBDIVISION", OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 27, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.



ALL ELEVATIONS SHOWN ARE IN NAVD 1988 DATUM. FOR VERTICAL DATUM CONVERSION, NGVD = NAVD + 1.60'

REWORKED COUNTY PLANNING COMMISSION AND ENGINEERING DIVISION
 PLAN CONSISTENT WITH PLAT REQUIREMENTS
 PUBLIC RIGHT OF WAY APPROVAL FOR PAVING
 DATE: _____



- LEGEND:**
- (Symbol) INDICATES MANHOLE
 - (Symbol) INDICATES CATCH BASIN
 - (Symbol) INDICATES YARD DRAIN
 - (Symbol) INDICATES STORM DRAIN STRUCTURE TYPE
 - (Symbol) INDICATES STORM DRAIN ELEVATION
 - (Symbol) INDICATES STORM DRAIN INVERT ELEVATION
 - (Symbol) INDICATES STORM DRAIN STRUCTURE NUMBER
 - (Symbol) INDICATES PAVEMENT SPOT ELEVATION
 - (Symbol) INDICATES CONCRETE FOOT ELEVATION
 - (Symbol) INDICATES FLOW DIRECTION
 - (Symbol) INDICATES LINEAR FOOTAGE OF PIPE
 - (Symbol) INDICATES ASPHALT PAVEMENT
 - (Symbol) INDICATES CONCRETE

MATCH LINE SEE SHEET C-6

BOHCED REF. # 160405051

VENTURA POINTE

PREPARED FOR:
VENTURA POINTE HOUSING, LLC

PAVING, GRADING AND DRAINAGE PLAN

C-5
 SHEET 5 OF 26

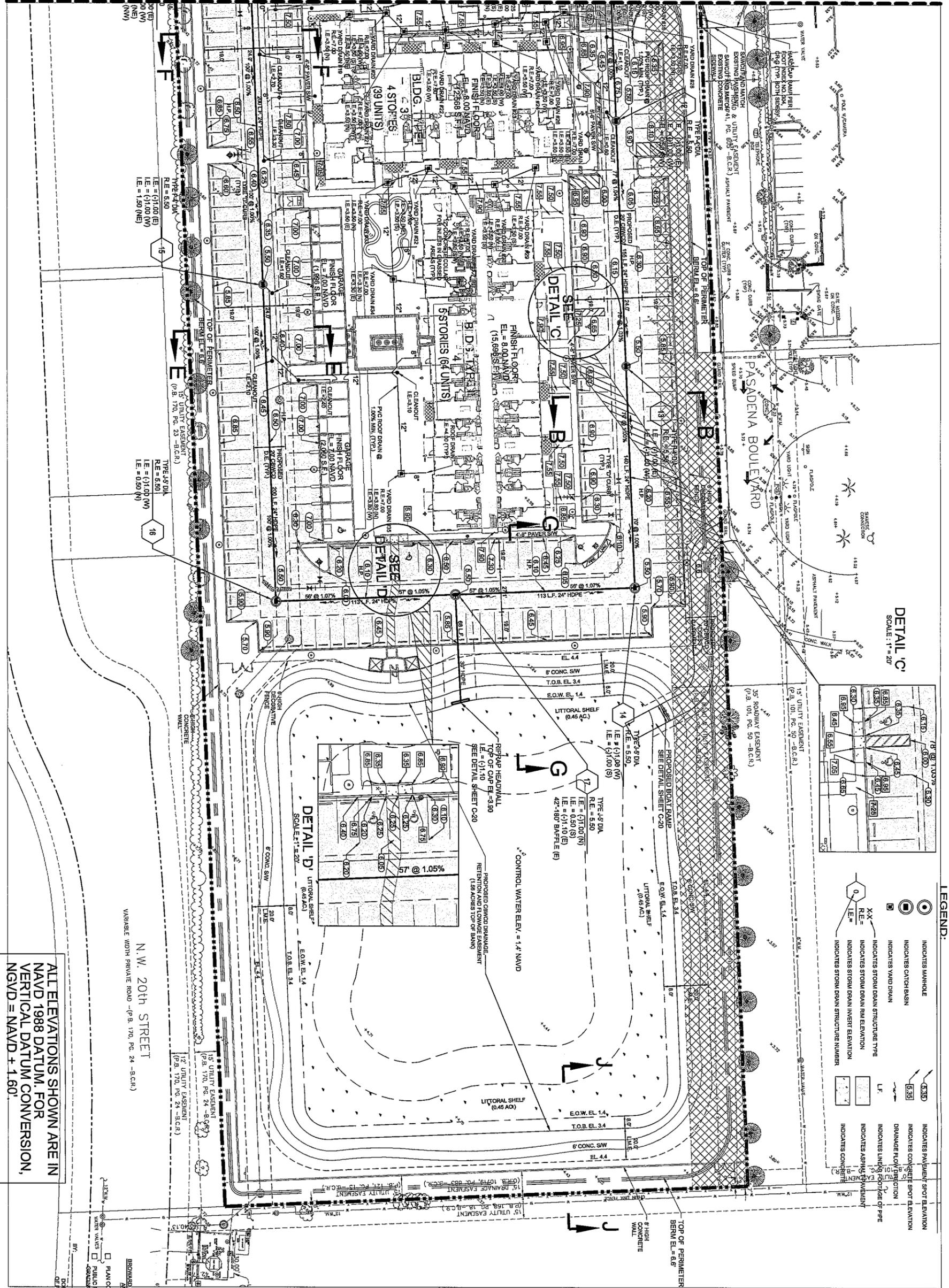
CRAVEN · THOMPSON AND ASSOCIATES, INC.
 ENGINEERS · PLANNERS · SURVEYORS

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

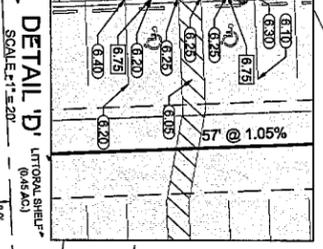
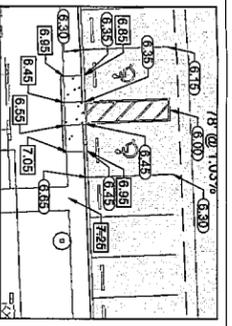
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114

DATE:	1/16
SCALE:	1"=30'
DESIGN BY:	MRN
DRAWN BY:	MRN
CHECKED BY:	CEE
APPROVED BY:	CEE

MATCH LINE SEE SHEET C-5



DETAIL 'C'
SCALE: 1" = 20'



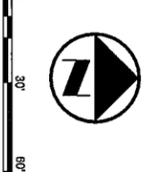
LEGEND:

- INDICATES MANHOLE
- INDICATES CATCH BASIN
- INDICATES YARD DRAIN
- INDICATES STORM DRAIN STRUCTURE TYPE
- INDICATES STORM DRAIN RIM ELEVATION
- INDICATES STORM DRAIN INVERT ELEVATION
- INDICATES STORM DRAIN STRUCTURE NUMBER
- INDICATES PAVEMENT SPOT ELEVATION
- INDICATES SPOT ELEVATION
- INDICATES DRAINAGE FLOW DIRECTION
- INDICATES LINE SIZE / SCHEDULE OF PIPE
- INDICATES ASPHALT PAVEMENT
- INDICATES CONCRETE

ALL ELEVATIONS SHOWN ARE IN
NAVD 1988 DATUM. FOR
VERTICAL DATUM CONVERSION,
NGVD = NAVD + 1.60'

N.W. 20th STREET
VARIABLE WIDTH PRIVATE ROAD - (P.B. 170, PG. 24 - B.C.R.)

BROWARD COUNTY HIGHWAY CONSTRUCTION
AND ENGINEERING DIVISION
PLAN CONSISTENT WITH PLAT REQUIREMENTS
PUBLIC RIGHT OF WAY APPROVAL FOR PAVING,
ASPHALT AND DRAINAGE
DATE: _____
BY: _____
CHECKS NOT INCLUDE APPROVAL
DEVELOPMENT AND DRAINAGE



VENTURA POINTE
PREPARED FOR:
VENTURA POINTE HOUSING, LLC
PAVING, GRADING AND DRAINAGE PLAN

CRAVEN · THOMPSON AND ASSOCIATES, INC.
ENGINEERS · PLANNERS · SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
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FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114

DATE:	1/16
SCALE:	1"=30'
DESIGN BY:	MRN
DRAWN BY:	MRN
CHECKED BY:	CEE
APPROVED BY:	CEE

PROJECT NO.
15-0011-004-02
C-6
SHEET 6 OF 26

Chief E. Edwards
Florida P.E. No. 59306
June 15, 2016

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

Ordinary Income/Expense	<u>Oct '15 - May 16</u>	<u>Annual Budget</u>
Income		
1402 · Maintenance	3,013,179.90	3,093,364.50
1404 · Permit Fees	33,831.00	30,000.00
1405 · 5 Year Recertification Program	36,287.00	30,000.00
1406 · Residential and Lot Permit Fees	25,477.50	22,000.00
1407 · Telecommunications Annual Fee	3,500.00	2,850.00
1408 · Appropriation of Fund Balance	0.00	153,884.74
1410 · Interest Income	3,632.08	12,000.00
1416 · Miscellaneous Income	39,566.36	1,000.00
Total Income	3,155,473.84	3,345,099.24
Expense		
1412 · South Broward Collection Fee	57,914.11	61,867.29
1414 · Discounts (Early Tax Payments)	110,255.60	111,361.12
1501 · Administrative - Office	230,533.60	334,501.44
1503 · Board of Supervisors	25,200.00	37,800.00
1505 · Field Operations	345,143.69	501,105.28
1506 · Inspectors/Project Coord.	163,300.95	247,990.08
1507 · Payroll Taxes - FICA	55,958.49	90,832.81
1509 · Pension	66,691.40	105,891.22
1513 · Payroll Other	45,868.45	65,000.00
1520 · Accounting Fees	24,750.00	25,000.00
1535 · Engineer/Consult Fees/Spec Proj	10,167.50	65,000.00
1540 · Legal Fees	35,590.95	60,000.00
1543 · Legal Fees Special Proj.	0.00	25,000.00
1544 · Other Expense	0.00	1,000.00
1550 · Commercial Property Package	32,888.00	36,000.00
1555 · General/Hazard Liability	36,515.00	38,000.00
1560 · Group Health, Life & Dental	241,636.31	395,000.00
1570 · Workers Compensation	21,981.00	22,000.00
1575 · Advertising	1,306.50	6,500.00
1585 · Computer Supplies - Upgrades	1,144.25	10,000.00
1590 · Dues & Subscriptions	4,725.90	5,600.00
1600 · FPL - Electric	7,540.57	13,000.00
1603 · Gas (LP) Auxiliary Power	0.00	5,000.00
1605 · Janitorial Service	1,124.95	2,000.00
1610 · Licenses & Fees	652.55	900.00
1615 · Maintenance Contracts	4,884.79	9,000.00
1620 · Uniforms	1,955.27	2,500.00
1625 · Office Supplies - Postage	2,439.56	4,500.00
1630 · Payroll Service	2,473.42	3,600.00
1635 · Printing - Stationary	684.84	1,800.00
1640 · Public Records Storage/Filing	6,321.67	40,000.00
1645 · Telephone - Misc. Communication	8,848.57	15,000.00

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

	<u>Oct '15 - May 16</u>	<u>Annual Budget</u>
1650 · Water & Sewer	1,182.63	2,100.00
1655 · Buildings & Grounds	25,721.47	35,000.00
1660 · Equipment Rental/Outside Svcs.	513.82	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	14,531.94	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	16,315.10	60,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	21,206.27	40,000.00
1677 · Hazardous Mat./Spill Cont.	944.88	5,000.00
1680 · Janitorial Supplies - Carp. Clg	256.52	1,000.00
1683 · Hurricane Preparedness Supp.	0.00	1,500.00
1685 · Landscaping & Mowing	23,814.75	32,000.00
1690 · Photography - VCR Equip. & Phot	0.00	250.00
1695 · Pump Stations - Flood Gates	25,101.06	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	1,626.08	2,500.00
1705 · Sanitat. - Exterminating Serv.	6,952.26	7,500.00
1710 · Small Tools - Shop Supplies	4,203.58	9,000.00
1715 · Water Recorder/Elev Gge/Telemetry	5,340.30	8,000.00
1720 · CanaL/Swale Cleaning/Renovation	7,720.20	30,000.00
1725 · Culvert Cleaning/Inspection	16,142.50	50,000.00
1730 · Culvert Repair - Flapper Gates	39,282.57	40,000.00
1735 · Endwall Repair - Replace./Upgrd	0.00	5,000.00
1740 · Erosion Control	16,529.51	45,000.00
1745 · Gates/Barrier/Fence/Ramp/Sign	3,548.32	5,000.00
1747 · Outfall Structures	0.00	2,000.00
1750 · Trash Rack/Piling/Tank Upgr.	6,358.78	10,000.00
1755 · Tree Removal	17,947.50	30,000.00
1765 · Herbicides	183,041.59	370,000.00
1770 · Triploid Carp/Fsh Guards/Maint	6,000.00	30,000.00
1775 · Water Testing	3,715.00	8,000.00
1780 · Seminars/Meetings/Conferences	5,934.35	8,500.00
1785 · Equip./Vehicle Replace./Upgrd	10,656.67	50,000.00
1797 · Contingency/Misc Expense	0.00	10,000.00
Total Expense	<u>2,013,085.54</u>	<u>3,345,099.24</u>

SOUTH BROWARD DRAINAGE DISTRICT
SUMMARY OF DISTRICT FUNDS
June 21, 2016
SBDD ASSET ACCOUNTS

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
UNASSIGNED						
General	\$1,335,855	\$1,335,855	Suntrust Muni Now	\$39,855	CD-FL Community	\$1,765,931
				\$244,976	CD-Regent Bank	
				\$145,245	CD-Bank United	
Payroll	\$48,516	\$48,516	Suntrust			\$48,516
COMMITTED						
Capital Improvements	\$838,595	\$838,595	Suntrust Reserve	\$247,500	CD-Stonegate	\$1,599,664
				\$247,500	CD-Landmark	
				\$184,500	CD-Centennial	
				\$81,569	CD-FL Community	
Emergency	\$3,246,697	\$3,246,697	Suntrust Reserve			\$3,246,697
Separation	\$160,668	\$160,668	Suntrust Reserve	\$51,048	CD-Bank United	\$274,716
				\$63,000	CD-Centennial	
Totals	\$5,630,331	\$5,630,331		\$1,305,193		\$6,935,524

SBDD LIABILITY ACCOUNT

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
As-Built	\$83,785	\$83,785	Suntrust Paying	\$51,213	CD-Bank United	\$508,574
				\$247,500	CD-TD Bank	
				\$126,076	CD-FL Community	
Total	\$83,785	\$83,785		\$424,789		\$508,574
FUND TOTALS				\$1,729,982		\$7,444,098

SBDD INVESTMENT SUMMARY

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
Centennial Bank CD	<i>Rollover</i>	\$247,500	1.05%	6/19/2015	7/19/2016
TD Bank CD		\$247,500	0.30%	8/7/2015	8/7/2016
Stonegate Bank CD		\$247,500	0.40%	8/8/2015	8/8/2016
Landmark Bank CD		\$247,500	0.60%	8/14/2015	8/14/2016
Bank United CD		\$247,506	0.85%	9/30/2015	9/30/2016
Regent Bank CD		\$244,976	0.50%	1/11/2016	1/11/2017
FL Community Bank CD		\$247,500	1.00%	2/25/2016	2/25/2017
TOTAL OF INVESTMENTS		\$1,729,982			

Jul-16	Aug-15	Sep-16	Jan-17	Feb-17
\$247,500	\$742,500	\$247,506	\$244,976	\$247,500

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

June 23, 2016

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

INVOICE

Legal services rendered on behalf of South Broward Drainage District from May 18, 2016 through June 22, 2016:

1. Legal counsel and representation to District Director regarding Silver Shores Legal Proceedings:

Attorney's Fees: 2 hrs. 45 min. @ \$225.00/hr. = **\$ 618.75**

2. Coordination regarding Maintenance Building Issues including Architect Contract:

Attorney's Fees: 6 hrs. 25 min. @ \$225.00/hr. = \$ 1,443.75
Paralegal Fees: 1 hr. 30 min. @ \$90.00/hr. = \$ 135.00
\$ 1,578.75

TOTAL DUE THIS INVOICE: \$ 2,197.50

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

June 23, 2016

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

*** I N V O I C E ***

LEGAL SERVICES REIMBURSABLE FROM PROPERTY OWNERS:

Legal services rendered on behalf of South Broward Drainage District from May 18, 2016 through June 22, 2016:

1. Coordination regarding Tara Plat (Downey Ranches) Drainage Easements:
Attorney's Fees: 2 hrs. 45 min. @ \$225.00/hr. = **\$ 618.75**

2. Coordination regarding Ventura Pointe Agreement:
Attorney's Fees: 5 hrs. 35 min. @ \$225.00/hr. = **\$ 1,256.25**

TOTAL DUE THIS INVOICE: \$ 1,875.00