

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

OCTOBER 27, 2016

Present:

Scott Hodges, Chairperson	Douglas R. Bell, Legal Counsel
James Ryan, Vice Chairperson	Kevin M. Hart, District Director
Vicki Minnaugh, Treasurer	Reina Muniz, Recording Secretary
Robert E. Goggin, IV, Secretary	Robert Franklin, SBDD Operations & Maintenance Manager
Alanna Mersinger, Commissioner	Ronald Thompson, SBDD Chief Mechanic
Thomas Good, Commissioner	General Public: See Attached List
Mercedes Santana-Woodall, Commissioner	

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 Good, 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 September 12, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and it was carried unanimously.

04. DIRECTOR'S REPORT

A. UPDATE TO SBDD 5-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

District Director Hart presented the proposed 5-Year Capital Improvement Plan (CIP). The CIP includes priorities for capital expenditures for fiscal year 2016/2017 and each subsequent year through 2020/2021.

SBDD completed four (4) CIP projects in 2015/2016 and has one (1) CIP project that is on-going. The total projected cost for SBDD's 2016/2017 CIP projects is \$870,000. One project from 2015/2016 is being carried forward to 2016/2017 (Expansion of the SBDD Garage Building).

District Director Hart said that this year's budget is a bit higher than past years, due to the carry forward of the garage building expansion project. He said that on the architectural services, the District has made some progress. In addition, the site plan has been approved, the zoning

has been approved, and SBDD has prepared concept plans; and he has worked with staff on the preliminary layout and design of the building.

The total budget for the proposed 5-year CIP is \$3,135,000. The CIP includes a variety of important and necessary capital improvements, including continued upgrades to the District's pump stations, culvert repairs/replacements, telemetry upgrades, canal improvements/dredging, miscellaneous drainage improvements, equipment upgrades, and building upgrades. The current balance in the CIP reserve account is \$1,599,664, which is sufficient to fund the proposed CIP through fiscal year 2017/2018. Additional funding will be required for fiscal year 2018/2019 and beyond.

The proposed CIP does not account for any outside funding from grants or other revenue sources. The District will continue to pursue available grants and outside funding opportunities for the CIP.

District Director Hart highlighted some of this year's projects. They are as follows:

1. Garage building expansion.
2. Rebuild two motors.
3. Rebuild two pumps.
4. Replace generators at S-1 & S-7 pump stations
5. Install a sluice gate at S-8 pump station.
6. Add telemetry to the gates along the C-11 canal.
7. Upgrade the District's B-1 pump station (design & permitting).

He said that the District is also looking to install a basin interconnect as a cost share with the Town of Southwest Ranches through a cooperative grant with SFWMD. He said that the S-8 sluice gate was not successful in getting grant funding; but the Town of SWR was successful on the Dykes Road interconnect. The District's cost share was approved in last year's budget for \$100,000. In this year's CIP, SBDD's cost share was reduced to \$50,000 because SFWMD cut their funding down; so the District's share remains at 25%.

Additional projects include the reinforcement of the pump tubes at the S-3 pump station; and the Board previously approved funding for the County-wide flood mapping project, and that has been carried forward; and lastly, funding for a joint project with SWR for improvements at SW 55th Street for \$25,000.

Approval of this agenda item will establish the 5-year budget for capital improvement projects for the District, and will establish priorities for CIP projects for the fiscal year 2016/2017.

Commissioner Minnaugh moved for approval to update the SBDD 5-year Capital Improvement Plan and for approval of funding for fiscal year 2016/2017. Motion was seconded by Commissioner Santana-Woodall.

Commissioner Mersinger wanted clarification on whether the District will be purchasing an additional grapple truck or a new grapple truck. District Director Hart replied that it will be an additional truck.

Commissioner Goggin asked if when staff makes a decision to purchase a new grapple truck, do they consider additional options for changes/features that will improve the new grapple truck. District Director Hart replied yes.

The question was called and it was carried unanimously.

B. CONTRACT AWARDS:

1. SBDD CULVERT REPAIR PROJECT AT THE S-3 PUMP STATION IN MIRAMAR

District Director Hart stated that South Broward Drainage District (SBDD) advertised for bids for the Culvert Repair Project at the S-3 Pump Station in Miramar. SBDD received five (5) bids, ranging in price from \$76,437.90 to \$188,160.00. Each bidder was required to attend a mandatory pre-bid meeting and a mandatory site visit as a prerequisite to submitting a bid.

The project is located at the SBDD S-3 pump station and includes repairs to the three existing, 54-inch diameter pump tubes at that location. The project will utilize a Cured-In-Place-Pipe (CIPP) culvert repair method in order to maximize the hydraulic/flow capacity through the existing culverts.

The lowest bid received was submitted by Shenandoah General Construction Company (Shenandoah) in the amount of \$76,437.90. SBDD has reviewed the bid submitted by Shenandoah and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. Shenandoah has performed similar work for SBDD in the past and the District has been satisfied with their work.

District Director Hart recommended that the District award the contract for the Culvert Repair Project at the S-3 Pump Station in Miramar to Shenandoah General Construction Company as the lowest, responsive, responsible bidder in the amount of \$76,437.90.

The work covered under this project is included as part of the District's 2016-2017 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP Committed account.

Commissioner Minnaugh moved for approval to award the contract for the SBDD Culvert Repair Project at the S-3 Pump Station in Miramar to Shenandoah General Construction Co. in the amount of \$76,437.90. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously

2. SBDD REBUILDING OF TWO STORMWATER PUMPS AT THE S-1 & S-7 PUMP STATIONS IN MIRAMAR

District Director Hart stated that SBDD advertised for bids for the Rebuilding of Stormwater Pumps at the S-1 and S-7 Pump Stations in Miramar. The bid included the rebuild of one pump at the S-1 Pump Station (S-1 #3 Pump); and one pump at the S-7 pump station (S-7 #3 Pump). SBDD received a total of three (3) bids. The bid included a base bid and two Alternate Bid Items for each pump. The base bids ranged in price from \$51,538.00 to \$52,000.00.

The lowest base bid for both pumps was submitted by MWI Pump Corporation (MWI) in the amount of \$51,538.00. SBDD has reviewed the bid submitted by MWI and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. MWI has performed work for the District in the past and the District has been satisfied with their work.

District Director Hart recommended that the District award the contract for the Stormwater Pumps at the S-1 and S-7 Pump Stations in Miramar to MWI Pump Corporation in the amount of \$51,538.00 as the lowest responsive, responsible bidder. In addition, he requested the award of Bid Alternates 1 and 2 in the combined, not-to-exceed amount of \$7,980.00 to MWI Pump Corporation. The total amount of the contract will be a not-to-exceed amount of \$59,518.00.

The work covered under this project is included under SBDD's 2016-2017 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD Capital Improvement Committed Account.

Commissioner Minnaugh moved for approval to award the contract for the SBDD Rebuilding of two Stormwater Pumps at the S-1 & S-7 Pump Stations in Miramar Project to MWI Pump Corporation in the not-to-exceed amount of \$59,518.00. Motion was seconded by Commissioner Santana-Woodall.

Commissioner Mersinger asked District Director Hart if this was the rebuilding of the motors; and which funding account is it coming out of. District Director Hart replied no, it is the rebuilding of two pumps and that it is coming out of the Capital Improvement Committed account; and if the total cost exceeds the \$55,000 budget, then the overage would also be funded through the CIP account.

The question was called and it was carried unanimously.

3. SBDD REBUILDING & RECONDITIONING OF TWO CATERPILLAR DIESEL ENGINES PROJECT AT THE S-1 & S-2 PUMP STATIONS IN MIRAMAR

District Director Hart stated that SBDD advertised for bids for the rebuilding and reconditioning of two (2) Caterpillar diesel engines. The engines to be rebuilt are the District's # 2 diesel engine at the S-1 pump station and the # 1 diesel engine at the S-2 pump station. The scope of the work will include a complete re-build of the CAT engines by an authorized Caterpillar (CAT) dealer who provides certified repair and maintenance services on CAT engines. SBDD received one bid in the amount of \$71,500.

District Director Hart commented that there are only two certified Caterpillar dealers that are able to do the work. He said that Caterpillar is very strict about their service centers; and only one dealer is able to provide services for certain geographical areas; and for the State of Florida it is broken up into quadrants. He said that SBDD was able to get Caterpillar to agree that their Central Florida service center could do work on SBDD's engines, if SBDD takes the engine up to the service center. Unfortunately, SBDD is not able to get additional pricing from local mechanics, because they are not authorized Caterpillar service centers.

The lowest and only bid was submitted by Ring Power Corp. in the amount of \$71,500. SBDD has reviewed the bid submitted by Ring Power Corp. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD is familiar with this Contractor and has been satisfied with their past work on similar type projects.

District Director Hart recommended that the District award the contract for the SBDD Rebuilding and Reconditioning of Caterpillar Diesel Engines Project at the S-1 and S-2 Pump Stations in Miramar to Ring Power, Corp. in the not-to-exceed amount of \$71,500 as the lowest responsive, responsible bidder.

District Director Hart commented that the bid has an allowance item for \$5,000 to cover any additional, unforeseen costs. He said that once they uncover the engine they may find some additional work, such as gaskets, etc. He said that because of past projects, the District knows that there may be additional work involved, and so they built that amount into the contract.

The work covered under this project is included as part of the District's 2016-2017 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP Committed account.

Commissioner Minnaugh moved for approval to award the contract for the SBDD Rebuilding & Reconditioning of two Caterpillar Diesel Engines at the S-1 & S-2 Pump Stations in Miramar Project to Ring Power Corporation in the not-to-exceed amount of \$71,500. Motion was seconded by Commissioner Santana-Woodall.

Vice Chair Ryan asked District Director Hart if there was any guarantee on the work done on these engines. District Director Hart replied yes, one year.

Commissioner Good asked what does the one year warranty cover; parts or labor. District Director Hart replied it's on all parts, and that it goes hand-in-hand with labor. Mr. Ronald Thompson, SBDD Mechanic, said it has a 1-year or 1,000 hour warranty on parts/labor.

Commissioner Good asked how long has this engine been in operation, and is this the first time it's being rehabilitated. District Director Hart replied they have been in operation for over 20 years; and yes, it is the first time these particular engines have been rehabilitated. He said that they are the original engines; and when SBDD does the evaluation on which motors to rebuild, they look at service time.

Commissioner Good asked District Director Hart since they are over 20 years old and are being rehabilitated, what is the expected life cycle before the next rehabilitation requirement. District Director Hart deferred the question to Mr. Thompson. Mr. Thompson explained that these particular engines are 27 years old and have just under 10,000 hours of use on them. District Director Hart asked Mr. Thompson how long before the District would expect to have to do any additional work on them. Mr. Thompson said that they should have another 10,000 hours of useful life on them; District Director Hart asked Mr. Thompson once the service is done with this engine, how long before it needs to be rehabilitated again. Mr. Thompson replied another 25 years/10,000 hours.

Commissioner Good had concerns on the emissions standards and the cost of rehabilitating these engines vs replacing them with a new engine system. He asked Mr. Thompson what the cost is for a new engine. Mr. Thompson replied that these engines are no longer available because of emissions standards. He said that this engine would have cost about \$75,000 new, back in the 80's. District Director Hart said that on a replacement, the District would have to go with a new type of engine that meets the current emissions standards, and that would cost over \$100,000. Mr. Thompson

commented that it would exceed that cost, and be at a completely different bracket for emission standards.

Commissioner Good asked if SBDD is grandfathered in regarding the emissions for the existing engines. Mr. Thompson replied, yes.

Commissioner Goggin stated that he thinks he knows where Commissioner Good is going with that comment. He said that he thinks that the only thing that works somewhat to the District's advantage is how they have been utilizing their sluice gates; and he was looking at another chart where it shows that the District's emissions on the engines is going down, and we are extending the life expectancy on the diesel engines.

Mr. Thompson commented that, on a parts per million basis, a car engine pollutes more than a diesel engine does. Commissioner Good noted that what was just stated was that the District is violating emission standards; and whether it is a little or a lot, it is still a standard.

He said that what he is trying to get to is, that if these are so outdated, why is the District even considering to stay with an outdated system.

District Director Hart said that SBDD does not consider these engines to be outdated. He said that these are really some of the best engines that are available, and have served the District extremely well over the years; and they believe that these are really the best type of engines for this type of service. He said that they have evaluated replacing these engines, and their preference is to keep these engines and keep them in service for as long as they can; not that new engines aren't good, and can't do the same thing, but in this particular case, these are very suitable for the District's purposes. He said that as long as the District can keep them in good, operating condition, they feel that it is a benefit, and worth the expense to rebuild rather than replace.

Commissioner Good replied that he does understand, but his concern is with keeping a product that is no longer produced, and parts that are no longer produced; in a best case scenario, if everything works fine, you keep the regular maintenance, etc.; but what happens when all of the sudden something happens, and it could be a small thing, and you have to purchase a part; but because they no longer make it, that expense can become quite an expense, because they no longer manufacture it, or they have to search the world over to find the part in order to get you back in service. He said that he is looking at it from a cost perspective. If there is a need for some other type of repair/maintenance in the future, and it is no longer being made anywhere, a simple thing could cost you almost the same as buying a brand new unit.

Commissioner Good suggested that the District consider thinking about a replacement. He then asked if the engines are being shipped out.

District Director Hart said that Mr. Thompson physically goes with the engine and supervises the work. Mr. Thompson explained that the mechanic takes the engine apart and goes over every part and he visually sees what's going on; they physically remove every part in a climate controlled area and then reassembles it there.

Commissioner Good commented that he is not sure that the District has identified what the additional cost would be, associated with this process. He said that it is not \$71,000, but \$71,000 plus; and that he would like for District Director Hart to bring it back to

share what that additional cost is.

Vice Chair Ryan asked if there are after-market parts for these engines. Mr. Thompson replied, unfortunately, no. Caterpillar is running on a 50-year shelf life for their parts and they are readily available. Getting parts is not as difficult as many think. There are some times that we have to get parts overseas for hard-to-find items, but they are usually available within 72 hours. He said that another downside to getting something more modernized is that with technology comes software; and we would be unable to obtain the software to keep these engines running; and they would be under the complete control of Caterpillar at that point (proprietary). He said that if they had a pump that went down right now, that he would be able to fix it, but on the newer ones, there would be no way he would be licensed or even schooled; and there would be no way we could get the software to fix these machines.

Commissioner Goggin asked on the emissions situation, is there something that the District could do just to help out with the emissions; even though the District does not have to be at a certain approval level; something they could add to their package just to help the District with that issue. Mr. Thompson replied that the District is already ahead on that. He said that they have installed new mufflers and different exhausts at almost all the pump stations.

The question was called and it was carried unanimously.

C. SBDD RESOLUTION 2016-11 – AUTHORIZING THE DISTRICT TO PROCEED WITH EMERGENCY REPAIR WORK AT THE S-8 PUMP STATION; AUTHORIZING THE DISTRICT DIRECTOR TO ENTER INTO CONTRACTS AND ISSUE PURCHASE ORDERS FOR OVER \$10,000; AND AUTHORIZING THE DISTRICT TO UTILIZE THE DISTRICT’S EMERGENCY ACCOUNT TO FUND THE EMERGENCY REPAIR WORK AT THE S-8 PUMP STATION, AS NEEDED

District Director Hart requested authorization for the District to proceed with the procurement of contractual services for emergency repairs to the S-8 pump station without competition, or with such competition as is practical under the circumstances; authorize the District Director to enter into contracts & issue Purchase Orders up to a maximum of \$200,000 for the emergency repairs to the S-8 pump station; and authorize the use of the SBDD Emergency Fund Account to pay for the emergency repair work at the S-8 pump station.

District Director Hart explained that during the pre-storm preparations for Hurricane Matthew, the S-8 pump station sustained significant damage due to a fire at the #2 Caterpillar Diesel Engine. The fire was caused by a fuel line that severed during the operation of the engine. Fortunately, SBDD staff was on-site (outside the engine room) at the time the fire broke out, and was able to notify the Town of Davie Fire Department which is located right next door to the S-8 pump station. The fire department was able to extinguish the fire quickly and minimize the overall damage to the pump station.

Despite the timing and seriousness of this incident, SBDD staff was able to isolate the damaged engine, and restore the operational capabilities of the pump station in advance of the pending storm. Although, one engine was out of commission, the pump station was fully operational with two pumps on-line, along with the emergency generator.

District staff has estimated the S-8 pump station sustained \$158,100 in damages. This damage is covered under the District's insurance policy and the deductible for this incident will be \$5,000.

SBDD staff has begun the process of assessing the damage and coordinating on the required repairs to the pump station. Due to the critical nature of this facility and urgent need to complete the repairs as quickly as possible, and to fully restore the capacity of the S-8 pump station in the quickest manner possible, District Director Hart requested that the Board waive the formal bidding process for the repair work; and authorize the District Director to approve contract work and to issue Purchase Orders that exceeds the current limit of \$10,000. All work will be performed by licensed and insured Contractors and by Contractors who are experienced with SBDD and with the specific work required at the S-8 pump station.

District Director Hart said that on the purchase orders for work that will exceed the normal threshold of \$10,000, he expects that would only apply to three individual work items. He said one would be the engine rebuild which would be with Ring Power, since they are the only ones that have bid on this in the past; and that would be the District's approach with the engine rebuild. He said that the insurance adjuster recommended that the District reseal or replace the entire coating on the roof; and that will be over \$10,000. The control panel repair was estimated at \$50,000, but the actual cost will be closer to \$38,000. He said that is specialty work and the District would use the same company that did the original design and installation of the control panels.

It was further requested that if necessary, the initial funding for this work come from the SBDD Emergency Account. Any funds taken from the Emergency account would be reimbursed upon receipt of the insurance payment for the repair work.

The \$5,000 deductible will be paid for through the SBDD General Operating account, and all other expenses are anticipated to be reimbursed under SBDD's insurance policy.

District Director Hart requested that the Board of Commissioners waive the bidding process for emergency repairs to the S-8 pump station; authorize the District Director to approve contract work and to issue Purchase Orders for work that exceeds the current limit of \$10,000; and to utilize the SBDD Emergency Account for repairs to the S-8 pump station, as necessary.

District Director Hart commented that the District believes that this was an isolated incident. He said that it had to do with repair work that was previously done on the engine, and it stresses the importance of using authorized Caterpillar dealers that know how these engines need to be maintained and put back together. He said that there is a strong possibility that when this engine was reconditioned, it was not done by an authorized Caterpillar dealer, but by another mechanic, and that they did not align the fuel line correctly. Mr. Thompson inspected all of the District's other engines, and he is very confident that this was isolated; and the potential for this to occur is very small on any of the other motors.

Commissioner Minnaugh moved for approval of Resolution 2016-11 - Authorizing the District to proceed with emergency repair work at the S-8 Pump Station; Authorizing the District Director to enter into contracts and issue purchase orders for over \$10,000; and Authorizing the District to utilize the District's Emergency Account to fund the emergency repair work at the S-8 Pump Station, as needed. Motion was seconded by Commissioner Goggin.

Commissioner Minnaugh had concerns that this would be the first time tapping into the emergency fund, and she wanted to make sure that it will be repaid, including the \$5,000

deductible. District Director Hart replied yes.

Chair Hodges asked for clarification on the process of getting reimbursed. He asked when the District gets a price, do they need approval from the insurance company. District Director Hart replied no, they do not need approval from them. It's all specialty work for the most part, and the insurance company will rely on the District for the pricing. He said that every cost the District receives will be forwarded to them; every estimate and all the assessment studies. District Director Hart will keep them posted, and at the end of the work, they will write a check. Chair Hodges commented that he wanted to make sure that the District doesn't complete the job and then the insurance company says "we're not reimbursing you for that". He also asked if Mr. Thompson will be supervising the work. District Director Hart replied yes.

Commissioner Goggin commented that once this has been approved, he knows the District Director will be doing his due diligence. He asked Mr. Thompson for his comments on the incident. Mr. Thompson explained that what he found upon inspection, was that there was a fuel line on the #5 cylinder for the injector, which is what feeds the fuel from the injector pump to the injector, and that it was not secured and routed properly, and it caused the line to rub through on the turbo housing, and it eventually severed the line and caused the fire.

Vice Chair Ryan asked if it was cross-threaded. Mr. Thompson replied that it was not cross-threaded, or tied down and routed properly. He said that each one of these lines are specific to each cylinder; and it was just not secured properly.

Commissioner Goggin said that he has seen some scenarios in these situations, where it is unmanned, and there are fire suppressants systems in place. He also has seen where there is a state-of-the-art piece of equipment that does not have to be plumb, lined, or certified, and it's new to the District. He described it as a ball that hangs from the ceiling, and when there is a fire, it literally detonates and puts the fire out. He said that this could be hung over the system. Mr. Thompson said that they are looking into an individual motor halon suppression system; and that because it is diesel fuel, it is going to need to be a powder suppression; and that each individual motor will need one.

The question was called and it was carried unanimously.

D. APPROVAL OF SBDD SELECTION COMMITTEE RANKINGS FOR ARCHITECTURAL FIRMS TO PROVIDE ARCHITECTURAL SERVICES FOR THE SBDD GARAGE BUILDING EXPANSION PROJECT

District Director Hart stated that this was a follow-up to previous discussions regarding approval of the SBDD Selection Committee rankings for architectural firms to provide architectural services for the SBDD garage building expansion project.

The District established the Selection Committee which consists of Chair Hodges, Mr. Luis Ochoa, and District Director Hart. The Selection Committee met on Tuesday, October 17th to establish rankings for architectural firms.

The Selection Committee had previously requested Letters of Interest (LOI) from four (4) qualified firms to provide architectural services for this project. The committee reviewed the LOI submittals and established rankings to present to the SBDD Board of Commissioners for approval. SBDD is looking to piggy-back off of the City of Miramar's Library of Consultants for an Architect. The recommended rankings are based upon an evaluation criteria that was established prior to the request for LOIs, and reflect the Selection Committee's order of

preference of the most qualified firm to perform the required architectural services for this project.

It was unanimous among the Committee Members that CPZ Architects Inc. was the number one ranked firm. He said the #2 ranked firm was Walters, Zackria Associates and there was a tie on the last two firms, Acai Associates Inc. and MC Harry & Associates.

Upon approval of the rankings, the District Director will negotiate a fee for architectural services, starting with the highest ranked firm, in accordance with CCNA; and the Board of Commissioners shall approve the contract.

District Director Hart requested approval of the rankings as recommended by the Selection Committee.

Commissioner Good moved for approval of SBDD Selection Committee Rankings for Architectural firms to provide architectural services for the SBDD garage building expansion project. Motion was seconded by Commissioner Mersinger.

Commissioner Mersinger stated that she reviewed all the documentation on the potential Architects; and that she agrees with District Director Hart with his conclusion on the number one ranked firm being CPZ Architects Inc. She said that she realized the MC Harry & Associates submittal was incomplete, so that makes them non-compliant; Zackaria Associates has a pending lawsuit with the School Board, and on Acai Associates Inc., they placed the Southwest Bus Depot as a reference, which she said was such a debacle. She said that the only one that was complete and without lawsuits was CPZ Architects Inc.

Commissioner Good advised District Director Hart to not be pressured in the negotiations for that one, single firm, because if he cannot come to a proper price point, he would need to move to the next ranked firm.

The question was called and it was carried unanimously

E. REPORT ON EVALUATION OF SLUICE GATES AT SBDD PUMP STATIONS

District Director Hart discussed the evaluation of the sluice gates that the District has installed at the S-7, S-2 and S-1 pump stations. He said that the sluice gates have been very beneficial to the District. He stated that if the District were ever to lose the ability to operate the pumps at a pump station, these gates have the ability to still move a tremendous amount of water. The District is also able to maintain, and bleed down the basins over time, at control water elevation, which has given the District the ability to have maximum storage. The District has also seen a reduction in engine run time. He estimated \$78,000 in savings in fuel costs since the sluice gates have been installed. District Director Hart stated that with the reduction in engine run time, is a reduction in emissions. He estimated a 391 ton reduction based on data of how much carbon is emitted with the use of one gallon of fuel.

District Director Hart recognized Mr. Robert Franklin, Operations & Maintenance Manager and Mr. Thompson for doing such a great job.

Commissioner Goggin asked staff, if the usage of diesel fuel goes down and the District is storing the diesel fuel in the tanks, is there another underlying issue, for the District when the fuel is stored in the tanks for a long period of time.

Mr. Franklin explained that they do an annual treatment on the fuel, as well as having a program in place for filtration, and it is an ongoing, year-to-year program. He said that the fuel is in very good shape because of the treatment and the program that the District has in place. District Director Hart said that the District has found it to be very important to exercise the engines and make sure that they are running and in good shape, and to get a certain amount of usage because the last thing anyone wants to happen is that an engine or pump sits idle for six months and something is frozen because it has not been run; and Mr. Thompson is responsible to run these engines/pumps.

Vice Chair Ryan asked District Director Hart, if during Hurricane Matthew, did he bring down the water to control level or below control level, and did the sluice gates have any part of it. District Director Hart replied yes, and that the sluice gates had a big part in that. He said that water levels were brought down slightly below control levels, and that the District was able to move that water a week ahead of time; the District's water levels were lowered across the board and they were well prepared for Hurricane Matthew. He said that they then had significantly less rainfall than expected. They got a huge storm after that, and were able to recover very nicely, and now the District is moving into conservation mode.

Chair Hodges thanked District Director Hart for being on top of the sluice gates.

F. OTHER

District Director Hart said that SBDD is performing a review of all of the District's water bodies, so that they can see how things are working and if there is anything they need to be aware of. Mr. Franklin, and Mr. Joe Certain, who has 40 years of experience, will be spearheading this review, and it will be performed on a regular basis.

District Director Hart said that the Miramar/Pembroke Chamber of Commerce has a Strategic Planning Retreat coming up. Commissioner Mersinger will be representing the District. It will be held at Captiva Island on November 18 thru the 19th; and the cost for the District will be approximately \$750. There were no objections from the Board.

- **Hosted MIT Function in coordination with Broward County** - District Director Hart commented that on Friday, October 14th, SBDD hosted a program at the District's conference room for a group of students from MIT. It was coordinated with Broward County and was a really nice event. He said there were MIT students looking at resiliency related to climate change and sea level rise. District Director Hart gave a speech in this regard and it was well received. Just another outreach and coordination effort with Broward County. District Director Hart will also be performing an outreach program with Pines Charter Middle School that he shares with the students.
- **Florida Administrative Code** - District Director Hart stated that the Florida Department of Environmental Protection (FDEP) is proposing a rule change under rule 62-302.530 of the Florida Administrative Code related to human health-based surface water quality criteria. He said that many prior discussions were on numeric nutrient criteria, and that was a big issue because of the impact of nutrients on certain types of invasive plants and other vegetation. He said that the human health-based surface water quality criteria is to insure that Floridians can safely eat fresh Florida fish and drink tap water. He said that before the criteria change, they looked at 71 parameters when it came to these human-based criteria. He said that the criteria was adopted in 1992 and every three years they review it; and they have determined that they need to update the criteria. He said that EPA has placed new guidelines for this

criteria, and based on new science, and the new criteria recommended by EPA, the state has proposed a rule change.

Commissioner Mersinger and Commissioner Minnaugh questioned if there was something that the District needed to do to support them. Commissioner Good replied no, and he explained that there are some groups that will challenge anything; but in reality, this is sort of an extension on the water quality criteria that started back in 2012; and the State of Florida noticed that there are many issues with this, so the EPA and the state agreed to a series of new criteria or standards; and they have changed some of them and added another 40 parameters. He said that what that means for the District is that if the District was ever found to be in violation, there could be a cost impact to the District, but there doesn't seem to be any evidence that the District will be in violation.

Commissioner Goggin asked District Director Hart if this will have an impact with how the District addressed some of the problems in the past, where the District had concerns with how Broward County reacted to negligent spilling with some of the local residents. District Director Hart replied that he does not think that there is a direct correlation; and he feels that there were productive meetings with Broward County; and that the District is in a better coordinated position on reporting spills than they were in the past.

Commissioner Mersinger complimented Mr. Franklin and Mr. Thompson for the excellent work they do. She said they make the District look so good and that not ever once has she had negative feedback about the District.

05. Attorney Report:

REQUEST FOR RATE INCREASE

Attorney Bell requested a rate increase for his legal services that have not been increased in approximately 7 years, and he would like an increase from \$225/hr. to \$250/hr. for legal fees and paralegal from \$90/hr to \$110/hr. He said that Tindel Hammock has approved his rate for \$250/hr. for attorney fees, and \$100/hr. for paralegal fees. He said that he'll reduce paralegal fees to \$100/hr., so that it is consistent with Tindel Hammock. Everything else stays the same.

Attorney Bell said that the District Director prepared several charts and has done an investigation of some of the other Districts to compare what they charge.

Commissioner Minnaugh moved for approval of the rate increase for Attorney Bell. Motion was seconded by Commissioner Santana-Woodall.

Commissioner Mersinger commented that what is very important to her is institutional knowledge, and she opined that it is so undervalued nowadays.

Commissioner Good said that the only thing that he has reservations on with regard to cost, is that in prior years there were some heavy expenses and after that it was more of a normal way of operating. He said that if you look at what the District was being billed for, that although he does agree with Commissioner Mersinger on institutional knowledge, many of the things worked on did not require institutional knowledge. He said his concern was that if these overall costs continue to rise, that there is a potential that the District can get to a point where they may want to consider hiring an in-house attorney who can do much of the regular work, and when we need to do the institutional knowledge piece, that can be farmed out. He said that he's just making a statement, and

that this is an observation in regards to the overall cost. He said that the fee is the fee, and he is fine with that, but that he just cares about the overall cost.

Vice Chair Ryan agreed with Commissioner Good and said that Attorney Bell does a good job, but at some point the District may need to hire a full time attorney, and he does not know that they will ever get a full time attorney that has the background and experience that Mr. Bell has. He also has the experience with Central Broward Water Control District. He brings all that experience to this group and he thinks the Board benefits from it; and he said he is in favor of the rate increase.

Chair Hodges commented that he tends to agree with Commissioner Good, and maybe there is a way for a monthly, not-to-exceed amount for administrative-type work, and if there is special conditions or special lawsuits, then the District can exceed that, or get a proposal; but that maybe there is a way to cap the cost and work that Commissioner Good had mentioned.

District Director Hart said that there are two Districts that he spoke to that actually do that sort of thing; they have a monthly retainer that the attorney works against. He said a lot of the Districts are similar in the way that they operate.

Commissioner Mersinger suggested that the Board keep an eye on the costs, and bring it back in about a year, so that they can really see what the District's actual costs are. Chair Hodges agreed, and said that as with Commissioner Good, he is more concerned about the District's range/budget.

The question was called and it was carried unanimously.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER'S QUESTIONS/COMMENTS

Commissioner Mersinger commented that on the C-51, everyone is liking it, and no one wants to pay for it.

Attorney Bell reminded the Board that next month the District will swear in the newly elected Board members into office. He said that someone that is authorized to administer an oath, such as a Notary Public or a Judge, will need to swear them in. He said that the other thing is that the District will also have the election of officers for the next two years.

08. MEETING DATE(S)

A. **Regular Board Meeting** will be held on **Thursday, November 17th at 8:00 a.m.**

Adjournment at 10:05 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: November 10, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: SBDD Resolution No. 2016-12 – Approval and Adoption of SBDD Policies and Guidelines for the Sale, Transfer or Disposition of Surplus Land

Comments:

Attached for the Board's review and approval is SBDD Resolution No. 2016-12 which will adopt proposed Policies and Guidelines for the sale, transfer, or disposition of surplus land.

The proposed Policies and Guidelines are intended to provide the District with a mechanism for disposing of surplus land in a manner that is in the best interest of the District, and the Board shall be required to approve the sale or transfer of any surplus land.

The District Director is requesting approval of the attached Policies and Guidelines for the sale, transfer, or disposition of surplus land.

Financial impacts to this Agenda Item: there are no immediate financial impacts to this agenda item. Approval of Resolution No. 2016-12 will establish policies and guidelines for the District to sell, transfer or otherwise dispose of surplus land within the District; and the Board of Commissioners shall be required to approve of the sale, transfer or disposition of any surplus land.

This is to request approval of SBDD Resolution 2016-12 – SBDD Policies and Guidelines for the Sale, Transfer or Disposition of Surplus Land.

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION No. 2016-12

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT
APPROVING AND ADOPTING THE SOUTH BROWARD DRAINAGE
DISTRICT POLICIES AND GUIDELINES FOR THE SALE, TRANSFER OR
DISPOSITION OF SURPLUS LAND, PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, a political subdivision of the State of Florida, and an independent water management district hereinafter referred to as "District", is charged with the responsibility of effecting drainage and water management within its geographical boundaries; and

WHEREAS, over the years, the District has acquired numerous parcels of land for the purpose of drainage, water management, maintenance, or other purposes; and

WHEREAS, pursuant to Section 298.22(3), Florida Statutes, from time to time, the District may determine that land owned by the District are no longer needed to carry out the purposes of the District's Charter, to wit: Chapter 98-524, Laws of Florida, as amended, and which are no longer required for drainage, water management, maintenance, or other purposes, and are therefore considered to be surplus land; and

WHEREAS, the District Board of Commissioners has determined that the District should approve and adopt a set of Policies and Guidelines for the sale, transfer or disposition of surplus land; and

WHEREAS, the intent of these Policies and Guidelines is to provide the District with a mechanism for disposing of surplus land in a manner that is in the best interest of the District; and

WHEREAS, the District's Director has submitted to the District Board of Commissioners a set of Policies and Guidelines for the Sale, Transfer or Disposition of Surplus Land ("Policies and Guidelines"); and

WHEREAS, the proposed Policies and Guidelines are stated in the attached Exhibit "A"; and

WHEREAS, the District Director has recommended that the Policies and Guidelines be approved and adopted by the Board of Commissioners; and

WHEREAS, the Policies and Guidelines shall be followed by the District in the sale, transfer, or disposition of any surplus land; and

WHEREAS, a public hearing was held at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:00 A.M. on Thursday, the 17th day of November, 2016 for the purpose of approving and

adopting the Policies and Guidelines;

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 South Broward Drainage District Policies and Guidelines for the Sale, Transfer, or Disposition of Surplus Land as stated in the attached Exhibit "A" are approved and adopted.

3. If any one or more of the covenants, agreements or provisions of this Resolution or the attached Exhibit "A" 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 or the attached Exhibit "A".

4. The South Broward Drainage District Policies and Guidelines for the Sale, Transfer, or Disposition of Surplus Land shall take effect as of the 17th day of November, 2016 and shall be effective until revised or changed by the District Board of Commissioners by subsequent resolution.

5. This Resolution shall take effect immediately upon its adoption.

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. 2016-12 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 August, 2016.

(NOTARY SEAL OR STAMP)



Notary Public - State of Florida at Large

EXHIBIT "A"

SOUTH BROWARD DRAINAGE DISTRICT
POLICIES AND GUIDELINES FOR THE SALE, TRANSFER OR DISPOSITION
OF SURPLUS LAND

November 2016

General

The South Broward Drainage District (SBDD) Board of Commissioners (Board) has established the following policies and guidelines for the District to follow in the sale, transfer, or disposition of surplus lands.

Definitions

For purposes of these policies and guidelines, "lands" shall refer to any land or water body located within the jurisdictional boundaries of the SBDD. Lands shall not include any habitable structures or buildings, unless otherwise designated and approved by the Board.

"Surplus land" shall mean land or lands that are no longer needed by SBDD for drainage, water management, or maintenance purposes as determined by the Board.

"Transfer of land" shall mean the transfer of property by SBDD to a second party at no cost. In this case, the District would transfer its ownership of the land through a quit claim deed, with no monetary compensation or payment in return.

Background

Over the years SBDD has acquired numerous parcels of land for purpose of drainage, water management, maintenance, or other purposes. These lands have been acquired through dedications by plat, by separate instruments, transfers, and other means.

From time to time, SBDD may determine that lands owned by the District are no longer required for drainage, water management, maintenance, or other purposes, and are therefore considered to be surplus land.

It is the intent of these policies and guidelines to provide SBDD with a mechanism for disposing of surplus land in a manner that is in the best interest of the District.

Guidelines for Disposing of Surplus Land

Prior to the sale, transfer or disposition of any surplus land, the Board shall make a determination that the property in question is surplus land. District land shall be considered surplus when:

1. It is not required for present or future works of the District.

EXHIBIT "A"

2. It is not required for drainage or water management purposes.
3. It is not required for maintenance or operational purposes.
4. It has no apparent present or future purpose under the District's Water Control Plan.
5. It has no apparent present or future purpose as identified in the District's Facilities Report.
6. The disposition of the land shall not create any adverse impacts upon the operations of the District or the level of service currently being provided by the District.
7. The disposition of the land will not cause any financial hardship on the District.

In determining if a property is considered to be surplus land, the District may consider the following factors:

- The future owner of the property is willing to dedicate an easement over the property that will grant the District with the same rights and authorities as currently provided by the District owning the land. Under this proviso, any disposition of land would be subject to the dedication of the required easement(s).
- As part of the transfer of the surplus land, the District may retain an easement or easements that provide the District with the same rights and authorities as currently provided by the District owning the surplus land. The District may also require such restrictive covenants as the District determines are necessary to protect the rights of the District.

The District may dispose of surplus land in the following manners, as determined by the Board to be in the best interest of the District:

1. By selling the property to the highest bidder.
2. By selling the property to the adjacent property owner for a price at, or above, the appraised value of the land, unless otherwise authorized by the Board.
3. By transferring the property to the adjacent property owner.
4. By transferring the property back to the property owner who originally deeded the property to the District, or successor property owner(s).
5. By transferring the property to another governmental agency or other interested party.

Sale of Surplus Land

The following procedures shall be followed for the sale of surplus lands by the District:

Prior to the sale of the property, the following documents shall be prepared:

1. A survey of the land, dated within 12 months of the date of the sale.
2. A sketch, and an accurate legal description of the property, including the acreage of the land.

EXHIBIT "A"

3. Title information to include: (1) a copy of the instrument by which the District acquired its interest in the land; and (2) a review by a title company to identify any additional owners and any title exceptions, including any existing easements.
4. A certified appraisal of the land, dated within 120 days prior to the date of the sale. The cost of the appraisal shall be paid for by purchaser of the property.
5. Documentation showing that the proposed sale would not violate any applicable subdivision or platting laws.
6. Verification by the District that the proposed sale is not contrary to the public interest.
7. Other survey, informational, or engineering data deemed necessary to evaluate the sale of the property.

SBDD shall advertise the sale and obtain bids for the surplus land by advertising the notice of sale once a week for 2 consecutive weeks in a newspaper in general circulation in Broward County, Florida; the second of which will be placed at least seven (7) days prior to the bid date. Upon receipt of the bids, the District shall evaluate the bids, and the District Director shall make a recommendation to the Board on the sale of the surplus land in accordance with these policies and guidelines. If appropriate, the District Director may recommend that the Board reject one or more of the bids.

Whenever possible, the District shall sell surplus land at a price at or above the appraised value of the land. In those cases where the District advertises for the sale of surplus land and receives no bids, or no acceptable bid is received by the District, then the District may sell the surplus land to the person or entity who submits the highest acceptable offer to the District after the bid opening date or the date the Board rejects all bids, without having to advertise the sale for a second time.

In those cases where the District advertises for the sale of surplus land and receives no acceptable bids at or above the appraised value of the land, then the District may sell the surplus land at a price lower than the appraised value to the person or entity who submitted the highest acceptable offer; without having to advertise the sale for a second time.

In certain cases, the Board may determine that it is appropriate, and in the best interest of the District, to sell surplus land to the adjacent property owner without having to advertise the sale or to obtain bids. In these cases, the Board may waive the requirement for the District to advertise the sale, and may authorize the District to sell the surplus lands to the adjacent property owner, provided that the sales price is equal to or greater than the appraised value of the property. Under special circumstances, the Board may authorize the sale of surplus land to the adjacent property owner at a price lower than the appraised value of the land.

The Board shall be required to approve the sale of any surplus land, and the conveyance of the property shall be made by quit claim deed. The surplus land will be conveyed/sold "as-is" with no representations as to marketability, zoning, authorized use, land use

EXHIBIT "A"

requirements, availability or cost of municipal or county services or impact fees, requirements of platting, restrictions or other encumbrances.

Transfer of Surplus Land

The District may transfer surplus land to a second party under the following terms and conditions:

1. The subject property has been determined by the Board to be surplus land as defined under these Policies and Guidelines.
2. The sale of the subject property provides no substantial benefit to the District from a financial or other perspective.
3. The original purpose and benefit of the dedication of the surplus land to the District is no longer applicable; or the District is able to obtain easement rights over the subject property, which will grant the District with the rights and authorities required by the District.
4. The second party to whom the subject property will be transferred is the rightful party to whom the property should be transferred, and there are no other parties that would have a reasonable interest in obtaining the subject property.
5. The transfer of the property will not create any undue hardship or harm to any other property or party.

The following procedures shall be followed for the transfer of surplus land by the District:

Prior to the transfer of the property, the following documents shall be prepared:

1. A survey of the land, dated within 12 months of the date of the transfer.
2. A sketch, and an accurate legal description of the property, including the acreage of the land.
3. Title information to include: (1) a copy of the instrument by which the District acquired its interest in the land; and (2) a review by a title company to identify any additional owners and any title exceptions, including any existing easements.
4. A certified appraisal of the land, dated within 120 days prior to the date of the sale or transfer shall be obtained by SBDD. The cost of the appraisal shall be paid for by future owner of the property.
5. Documentation showing that the proposed transfer would not violate any applicable subdivision or platting laws.
6. Verification by the District that the proposed transfer is not contrary to the public interest.
7. Other survey, informational, or engineering data deemed necessary to evaluate the transfer of the property.

The Board may waive the requirement for a survey, title information, or appraisal if it is determined that one or more of these documents are not necessary for the transfer of the surplus land in question.

EXHIBIT "A"

The Board shall be required to approve all transfers of surplus land, and the conveyance shall be made by quit claim deed. The surplus land will be conveyed/sold "as-is" with no representations as to marketability, zoning, authorized use, land use requirements, availability or cost of municipal or county services or impact fees, requirements of platting, restrictions or other encumbrances.

MEMORANDUM

DATE: November 10, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Approval of Contract with CPZ Architects, Inc. for Architectural Services for SBDD
Garage Building Expansion Project

Comments:

In accordance with the Consultant's Competitive Negotiation Act (CCNA), the District Director has negotiated a contract for architectural services for the SBDD Garage Building Expansion project with CPZ Architects, Inc. (CPZ). CPZ was the highest ranked firm by the SBDD Selection Committee; and the rankings were previously approved by the Board.

The total, not-to-exceed amount of the contract is \$43,950.00, which includes a fixed fee of \$35,100 for design, permitting and construction administration services; and an allowance of \$8,850 for site visits during construction. A copy of the contract with CPZ is attached.

Financial Impacts to this Agenda item: The SBDD Garage Building Expansion project is part of the District's 2016-2017 Capital Improvement Plan (CIP), and funding for this project will come from the SBDD CIP committed account.

This is to request approval of the contract with CPZ Architects, Inc. for architectural services for the SBDD Garage Building Expansion project for the total, not-to-exceed amount of \$43,950, with funding from the SBDD CIP committed account.

KH
Attachments



November 3, 2016

South Broward Drainage District
Attn.: Mr. Kevin Hart
6591 SW 160th Avenue
Southwest Ranches, FL 33331

Re: New Maintenance Building

Dear Mr. Hart:

We are pleased to offer the following fee proposal to provide Architectural Services for the Design of the new Maintenance Garage and Canopy.

SCOPE

The scope includes providing Architectural and Engineering service in accordance with the attached Exhibit "A", dated 11/2/16. The following is a list of clarifications:

1. All project specifications will be included on the drawings. A separate specification book will not be provided.
2. All Civil Engineering and Landscape Architectural Services will be by SBDD.
3. FPL Coordination to be completed by SBDD.
4. Architectural Drawings will be completed in REVIT Design Software, not Autocad format.
5. We will provide SBDD and the Contractor with a PDF set of final construction drawings. We will not supply paper copies to them.
6. All shop drawings will be delivered to our office and picked up from our office.
7. All Site Plan Approvals have been completed by SBDD. Our design team is only responsible for final Building Department Review and Permitting.

SERVICES & COMPENSATION

Our fee for this work are as follows:

Construction Documents	\$28,000.00
Architectural \$15,100	
MEP Engineer \$7,000	
Structural \$5,900	
Permitting / Bidding	\$ 2,000.00
Construction Administration	
Shop Drawing Review and RFI's	\$ 5,100.00
Architectural \$3,520	
MEP Engineer \$500	
Structural \$1,080	

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525, FAX (954) 797-2847
AA #26000685 WWW.CPZARCHITECTS.COM



Site Visits (Allowance as required)	\$8,850.00
Architectural \$500/visit (6 visits), \$3,000	
MEP Engineer \$700/visit (3 visits), \$2,100	
Structural Eng., Proj. Eng. \$490 (3 visits), \$1,470	
Special Inspector, \$380/visit (6 visits), \$2,280	
Allowance as required	
Any additional inspections must be approved by SBDD	

TOTAL FEE	\$43,950.00
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We thank you for the opportunity to offer you these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA
President

Accepted on _____ 2016.

By: _____

Title: _____



**CPZ ARCHITECTS, INC.
GENERAL CONDITIONS, JANUARY, 2016**

1. **AUTHORIZATION TO PROCEED**
Signing this Agreement shall be construed as authorization by CLIENT for CPZ ARCHITECTS, INC. to proceed with the Services, unless otherwise provided for in this Agreement.
2. **OUTSIDE SERVICES**
When additional technical or professional services are furnished by an outside source, as approved by CLIENT, an additional amount of 10% shall be added to the cost of these services for CPZ ARCHITECTS, INC.'s administrative costs. Any additional services by an outside source shall be pre-approved by the CLIENT.
3. **OPINIONS OF CONSTRUCTION COSTS**
Any opinion of construction costs provided by CPZ ARCHITECTS, INC. will be on a basis of experience and judgment. Since CPZ ARCHITECTS, INC. has no control over market conditions or bidding procedures, CPZ ARCHITECTS, INC. does not warrant that bids or ultimate construction costs will not vary from these opinions of costs.
4. **PROFESSIONAL STANDARDS**
CPZ ARCHITECTS, INC. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CPZ ARCHITECTS, INC. makes no warranty, expressed or implied.
5. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by CPZ ARCHITECTS, INC. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and CPZ ARCHITECTS, INC.
6. **LIMITATION OF LIABILITY**
In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated so that the Client agrees, to the fullest extent permitted by law and notwithstanding any other provisions of this Agreement, to limit the total liability of the Architect to the Client and all subcontractors on the project, for any and all injuries, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this agreement, from any cause or causes, so that the total aggregate liability of the Architect shall be \$500,000. Such claims and causes include, but are not limited to, strict liability, negligence, professional errors or omissions, breach of contract or breach of warranty. This clause applies to all principals, directors, officers, employees, agents and servants of the Architect.

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525, FAX (954) 797-2847
WWW.CPZARCHITECTS.COM



7. DISPUTE RESOLUTION

All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

8. PAYMENT OF CPZ ARCHITECTS, INC. / INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by CPZ ARCHITECTS, INC. for all Services performed under the terms of this agreement. Invoices are due and payable within 28 days of receipt. CLIENT agrees to pay interest at the rate of 1.5% per month on all past-due amounts.

9. TERMINATION FOR NONPAYMENT OF FEES

CPZ ARCHITECTS, INC. may terminate this contract by giving written notice if any CPZ ARCHITECTS, INC. invoice remains unpaid for more than 60 days. CPZ ARCHITECTS, INC.'s right to terminate this contract shall not be waived by CPZ ARCHITECTS, INC.'s continued performance during any period of investigation by CPZ ARCHITECTS, INC. to determine the reasons for CLIENT'S nonpayment.

10. TERMINATION

Either CLIENT or CPZ ARCHITECTS, INC. may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay CPZ ARCHITECTS, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LEGAL EXPENSES

In the event legal action is brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, Both the CLIENT and CPZ ARCHITECTS, INC. shall be responsible for their own expenses in event the matter is settled before trial, and in the event a final judgment is issued, the losing party shall pay the prevailing party's reasonable amounts for fees, costs and expenses as may be set by the court.

12. ASSIGNMENT TO RELATED ENTITY

Notwithstanding anything in this Agreement to the contrary, in the event CPZ ARCHITECTS, INC. is not qualified and licensed in the relevant jurisdiction to provide any services required hereunder, CPZ ARCHITECTS, INC. may, without the consent of any other party, assign all or any part of its obligation to provide such services to an entity related to CPZ ARCHITECTS, INC. which is qualified and licensed to provide such services in the jurisdiction involved and which is contractually bound to CPZ ARCHITECTS, INC. to provide such services. SBDD shall approve any assignment of the agreement.



13. INDIVIDUAL PROTECTION

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's employees, officers or directors. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. AN INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT.**

14. CLIENT FURNISHED INFORMATION

CPZ ARCHITECTS, INC. will consider all information supplied by the client as accurate and correct. Extra work, or work done over because of inaccurate or incorrect information supplied by the client, will be paid for as additional services upon prior approval by CLIENT.

15. CONTRACT LIMITATIONS

This proposal may expire after 60 days if unsigned, and the fees indicated shall be subject to an increase. The Client also agrees by signing this proposal that CPZ ARCHITECTS, INC. hourly rate shall increase after a period of one year from the date of the contract.

16. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. NOTICES

All notices related to this contract shall be considered sufficient if delivered in person by fax, email or by registered/certified mail to the business address of the parties.

1. CPZ ARCHITECTS, INC.

4316 W. Broward Blvd.
Plantation, FL 33317

2. SOUTH BROWARD DRAINAGE DISTRICT

6591 SW 160th Avenue
Southwest Ranches, FL 33331

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525, FAX (954) 797-2847

AA #26000685

WWW.CPZARCHITECTS.COM



18. NON COLLUSION

CPZ ARCHITECTS, INC. warrants that we have not employed or retained any company or person, other than a bona fide employee working solely for CPZ ARCHITECTS, INC. to solicit or secure this agreement and that CPZ ARCHITECTS, INC. has not paid or agreed to pay any person company, corporation, individual, or firm, other than a bona fide employee working solely for CPZ ARCHITECTS, INC. any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, SBDD shall have the right to terminate the agreement.

19. PUBLIC RECORDS

IN ACCORDANCE WITH CHAPTER 119, FLORIDA STATUTES, CPZ ARCHITECTS, INC. MUST RESPOND AND PROVIDE ALL PUBLIC RECORDS TO THE SBDD PUBLIC RECORDS CUSTODIAN UPON REQUEST, INCLUDING:

- **KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY SBDD TO PERFORM THE CONTRACTED SERVICES.**
- **UPON REQUEST FROM SBDD'S CUSTODIAN OF PUBLIC RECORDS, PROVIDE SBDD WITH A COPY OF THE REQUESTED RECORDS OR ALLOW THE RECORDS TO BE INSPECTED OR COPIED WITHIN A REASONABLE TIME AT A COST THAT DOES NOT EXCEED THE COST PROVIDED IN CHAPTER 119, F.S., OR AS OTHERWISE PROVIDED.**
- **ENSURE THAT PUBLIC RECORDS THAT ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS ARE NOT DISCLOSED EXCEPT AS AUTHORIZED BY LAW FOR THE DURATION OF THE CONTRACT TERM AND FOLLOWING COMPLETION OF THE CONTRACT IF CPZ ARCHITECTS, INC. DOES NOT TRANSFER TO THE RECORDS TO SBDD.**
- **UPON COMPLETION OF THE CONTRACT, TRANSFER AT NO COST TO SBDD ALL PUBLIC RECORDS IN POSSESSION OF CPZ ARCHITECTS, INC. OR KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY SBDD TO PERFORM THE CONTRACTED SERVICES. IF CPZ ARCHITECTS, INC. TRANSFERS ALL PUBLIC RECORDS TO SBDD UPON COMPLETION OF THE CONTRACT, CPZ ARCHITECTS, INC. SHALL DESTROY ANY DUPLICATE PUBLIC RECORDS THAT ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS. IF CPZ ARCHITECTS, INC. KEEPS AND MAINTAINS PUBLIC RECORDS UPON COMPLETION OF THE CONTRACT, CPZ ARCHITECTS, INC. SHALL MEET ALL APPLICABLE REQUIREMENTS FOR RETAINING PUBLIC RECORDS. ALL RECORDS STORED ELECTRONICALLY MUST BE PROVIDED TO SBDD, UPON REQUEST FROM SBDD'S CUSTODIAN OF PUBLIC RECORDS IN A FORMAT THAT IS**

CPZ ARCHITECTS, INC.



COMPARABLE WITH THE INFORMATION TECHNOLOGY SYSTEMS OF SBDD.

IF CPZ ARCHITECTS, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CPZ ARCHITECTS, INC.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SOUTH BROWARD DRAINAGE DISTRICT

ATTN: KEVIN HART

6591 SW 160TH AVENUE

SOUTHWEST RANCHES, FL 33331

954-680-3337 EXT. 206

KEVIN@SBDD.ORG

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525, FAX (954) 797-2847

AA #26000685

WWW.CPZARCHITECTS.COM

EXHIBIT "A"

SOUTH BROWARD DRAINAGE DISTRICT EXPANSION OF MAINTENANCE BUILDING SCOPE OF SERVICES

11/4/2016

GENERAL

The South Broward Drainage District (SBDD) is proposing to expand its maintenance garage area at its District headquarters located at 6591 SW 160th Avenue, Southwest Ranches, FL 33331. The proposed expansion shall consist of the following elements:

- 2,858 square foot (sf) garage building expansion for storage and maintenance activities.
- 1,050 sf covered parking area with permanent roof structure for storage and protection of SBDD equipment.
- Building and structural design to accommodate 180 mph wind speeds and all provisions of the Florida Building Code.
- Concrete roof structure.
- Two (2) 4' x 4' louvered openings on the west wall.
- One (1) 4' x 4' opening on the west wall with an electric exhaust fan.
- Four (4) 10' wide x 14' high garage door openings on the east wall.
- Four (4) window openings on both the east wall and north wall (total of eight windows).
- One (1) 3'-3" wide door opening on the east wall.
- All garage doors, entry doors, windows, louvers, exhaust fans and solar panels shall be hurricane resistant.
- The windows, garage doors, and entry door shall be impact resistant.
- Overhead steel beam (continuous) to accommodate a pulley and lifting system for District operations and maintenance activities with a 2 kip (2,000 lbs.) design lifting capacity.
- Single-use, handicap bathroom
- Utility floor sink and outdoor hose bib.
- Roof drainage shall be by gutters and downspouts onto the adjacent ground.
- Solar panels to be placed on the roof top for alternate electrical service.
- Six (6) new asphalt parking spaces plus new striping on existing asphalt area to replace lost parking due to the new building footprint.
- New 20' x 20' dumpster pad with chain link fence enclosure.
- Relocation or replacement of three (3) existing shade trees.
- Relocation of existing water service line to serve both the existing garage building and expansion area.
- Improved outdoor lighting and additional outdoor camera(s) for safety and security.
- Capability to install overhead lofts for additional storage areas.

It is the intent of SBDD to prepare bid plans and to solicit bids for the construction of the building expansion. The bid will be a lump sum price for all work required to construct the project in accordance with the Contract Documents. SBDD will be awarding one lump sum contract to include all facets of the work.

EXHIBIT "A"

PRELIMINARY DESIGN PLANS

SBDD has prepared preliminary design plans to include the following:

- Cover Page
- Site Data Table
- Overall Site Plan of SBDD's property at a 1"=40' scale
- Enlarged Site Plan of the SBDD Maintenance Yard at a 1"=20' scale
- Building Expansion Floor Plan
- Building Elevations
- Existing Tree Survey
- Landscape Plan
- Preliminary Engineering Plan
- Preliminary Engineering Plan (Enlarged)
- Photometrics Plan

Except for the Photometrics Plan, these plans shall be made available to the architect in AutoCAD format.

The rezoning, site plan and plat note amendment have all been approved.

SCOPE OF SERVICES TO BE PROVIDED BY THE ARCHITECT

The architect shall provide the following scope of services to SBDD:

- Review preliminary design plans and provide feedback to SBDD on proposed building layout and project elements. Particular focus shall be to ensure compliance with the Florida Building Code and on any cost saving measures that can be incorporated into the project.
- Prepare a final set of Architectural Building Plans for the bidding and construction of the project. The plans shall be prepared in accordance with industry standards for the architecture and engineering professions and in accordance with the Florida Building Code and all other applicable federal, state, county and local municipal codes.
- The Building Plans shall include the following components as required and needed to complete the project:
 - Cover Sheet (to be provided by SBDD)
 - Site Plan (to be provided by SBDD)
 - Floor Plan
 - Elevations
 - Sections
 - Details
 - Specifications
 - Mechanical, Electrical and Plumbing Plans
 - Structural Plans
 - Erosion Protection and Control Plan (to be provided by SBDD)
 - Survey (to be provided by SBDD)
- Prepare the structural engineering plans for the project.

EXHIBIT "A"

- Prepare mechanical, electrical and plumbing plans for the project.
- Prepare specifications for all architectural and engineering elements as required.
- Attend meetings and conduct site visits as necessary to prepare bid plans and specifications noted above.
- Review District prepared Bid Documents and provide input as applicable.
- Provide one set of signed and sealed bid documents.
- Provide AutoCAD and PDF files of bid documents for copying and distribution by SBDD as part of the bid documents.
- Provide three (3) sets of signed and sealed bid documents for submittal to the Town of Southwest Ranches Building Department for a "dry run" review of the Building Plans.
- Address all comments by the Town of Southwest Ranches Building Department and update the architectural and engineering plans as applicable.
- Attend pre-bid meeting at District headquarters.
- Coordinate and answer all architectural or other applicable RFIs during the bid process.
- Assist District in preparing applicable Addendums during the bidding process as it relates to the plans and specifications prepared by the architectural team. This includes providing any required updates to the plans or other bid documents.
- Provide three (3) sets of final Building Plans (signed and sealed) for submittal to the Town of Southwest Ranches Building Department for the issuance of a Building Permit.
- Provide up to five (5) additional sets of final Building Plans to the Contractor.
- Review all required shop drawings related to the architectural and engineering components (structural and MEP) of the project.
- Provide special inspections as required under the Building Permit.
- Answer and address all architectural-related and engineering-related (structural and MEP) RFIs during construction.
- Provide updated plans, details, etc. as required and as a result of an RFI.
- Assist in evaluating and preparing Change Orders related to the architectural components and engineering-related components (structural and MEP) of the work. SBDD will prepare and issue the actual Change Orders.

SCOPE OF SERVICES TO BE PROVIDED BY SBDD

- SBDD shall coordinate with the architectural team on all aspects of the project.
- SBDD shall prepare the civil engineering plans for all stages of the project. This shall include demolition, paving, drainage, water and sewer, and pavement markings and striping. Utility services shall be provided to within 5' of the new building.
- SBDD shall prepare the Erosion Protection Control Plan for the project.
- If needed, SBDD shall prepare a Staging Plan for the project.
- SBDD shall provide 30% building plans (floor plan and elevations). The 30% plans shall not include any architectural details or sections or any plans for the electrical, mechanical or plumbing.
- SBDD shall provide photometric plans for the outside lighting (per site plan submittal).
- SBDD shall provide landscape and irrigation plans for the project.
- SBDD shall address all civil engineering related RFIs during all stages of the project.

EXHIBIT "A"

- SBDD shall prepare the bid documents and bid package for the project; with input from the architectural team as required.
- SBDD shall submit and process any required site plan approvals, zoning approvals, plat note amendments or other planning approvals required for the project.
- SBDD shall submit and process both the "dry run" Building Permit submittal and the final Building Permit submittal through the Town of Southwest Ranches.
- SBDD shall process the plans through the Broward County permit desk for all required sign-offs.
- SBDD shall process and obtain all required permits related to the civil engineering work.
- SBDD shall coordinate and conduct the Bid Opening.
- SBDD shall review the bids, prepare a Bid Tabulation, and prepare the required documents for submittal to the SBDD Board of Commissioners for approval.
- SBDD shall prepare and process the contract documents.
- SBDD shall schedule and attend the pre-construction conference.
- SBDD shall coordinate with FPL on the alternate electrical service to the new building. SBDD shall coordinate on any requirements for FPL to provide alternate service to the new building. The electrical engineer shall be responsible to design and include in the plans any service lines from the (pole) to the new meter location (if applicable).
- SBDD shall provide contract administration services.
- SBDD shall provide all civil related construction inspections and certifications.
- SBDD shall contract for all testing services during construction.

PROJECT SCHEDULE

The preliminary project schedule is as follows:

- | | | |
|--|---------------------|------------|
| • Prepare Scope of Services & Select Architect | Sept – Nov 2016 | (90 days) |
| • Prepare Bid Plans/Permitting | Dec 2016 – Feb 2017 | (90 days) |
| ○ Prepare 90% Plans | (30 days) | |
| ○ Plan Review & Permitting | (30 days) | |
| ○ Prepare Final Bid Plans | (30 days) | |
| • Bidding/Contract Award | Mar – Apr 2017 | (60 days) |
| • Notice to Proceed (NTP) | May 15, 2017 | (15 days) |
| • Construction | May 2017 - Oct 2017 | (5 months) |

MEMORANDUM

DATE: November 10, 2016

TO: South Broward Drainage District Commissioners

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

Subject: Request for a Partial Vacation of a SBDD Drainage Easement on Property owned by Robert P. Vardaman, as Co-Trustee and Joan M. Vardaman, as Co-Trustee, of Joan M. Vardaman Revocable Trust Agreement in Southwest Ranches, FL in Southwest Ranches, Florida

Comments:

South Broward Drainage District (SBDD) received a request to release and vacate its interest in a portion of an existing Drainage Easement on property owned by Robert P. Vardaman, as Co-Trustee and Joan M. Vardaman, as Co-Trustee, of Joan M. Vardaman Revocable Trust Agreement (“Joan M. Vardaman Trust”). The Drainage Easement was previously dedicated by separate instrument under OR Book 39382, Pages 1312-1313, and a portion of the easement is longer required.

The Drainage Easement was previously dedicated to accommodate a drainage outfall and inter-connect from the former “Weekley Parcel” to the “Trails Lake” as depicted on the attached sketch. The “Weekley Parcel” was recently developed as the Franklin Academy Charter School; and the drainage outfall and inter-connect was installed as part of the charter school drainage system. The District is proposing to retain a 20-foot Drainage Easement over the outfall culvert, which would allow a partial vacation of the previously dedicated easement.

SBDD staff has reviewed the request and has no objections.

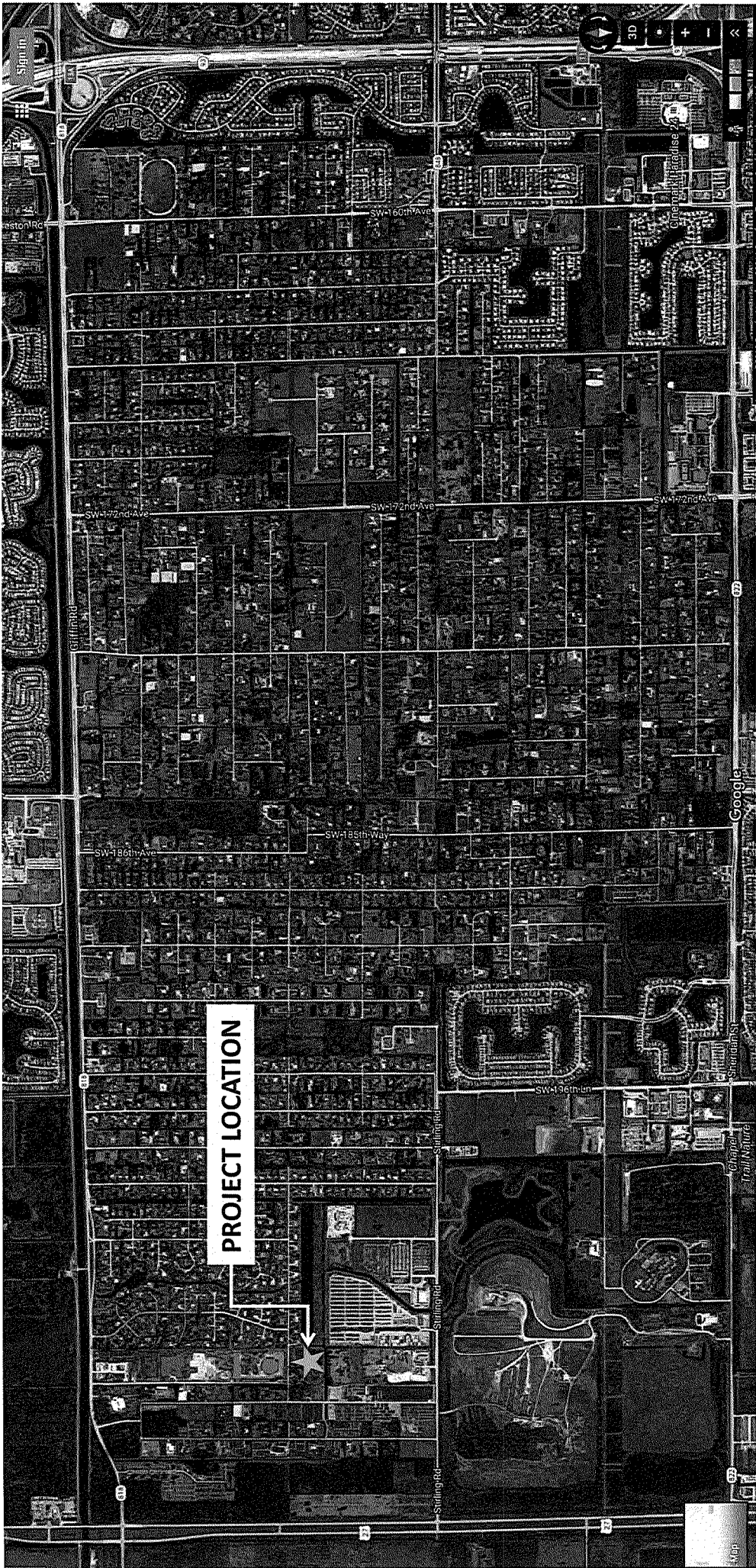
The following documents/sketches are attached to this memo:

- Location Map
- Partial Release and Vacation document.
- Original easement vacation document (OR Book 39382, Pages 1312-1313)
- Color sketch showing the existing easement and proposed partial easement vacation.
- Color sketch showing overall drainage patterns for the area and illustrating that the proposed vacation will not create any adverse impacts to the drainage of the surrounding properties.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs.

The request is for SBDD approval of a partial vacation and release its interest in the Drainage Easement previously recorded under OR Book 39382, Pages 1312-1313, BCR as described in the attached Partial Release and Vacation document.

KH
Attachments



LOCATION MAP
NOT TO SCALE

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.: 5039 3501 0150

**PARTIAL RELEASE AND VACATION OF
DRAINAGE EASEMENT**

THIS PARTIAL RELEASE AND VACATION OF THE DRAINAGE EASEMENT executed this _____ day of _____, 2_____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, to ROBERT P. VARDAMAN, as Co-Trustee and JOAN M. VARDAMAN, as Co-Trustee, of the Joan M. Vardaman Revocable Trust Agreement, dated October 15, 2003, whose post office address is 630 Jonas Holloway Lane, Grandview, TN 37337, their successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the portion of the DRAINAGE EASEMENT as described below:

The South 50 Feet of the East 20 feet of the Northeast ¼ of Tract 40, Section 35, Township 50 South, Range 39 East, according to the Plat of the Everglades Land Company's Subdivision as recorded in Plat Book 2, Page 1, of the Public Records of Miami-Dade County (now Broward County), Florida. Said lands situate, lying and being in Broward County, Florida.

The purpose of this PARTIAL RELEASE AND VACATION OF THE DRAINAGE EASEMENT is to release and vacate the first party's interest in and to that portion of the EASEMENT dated April 6, 2005 and recorded in the Broward County Public Records at ORB 39382 Page 1312 and located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim

whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2_____, by SCOTT HODGES and ROBERT GOGGIN IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

5

Prepared by: Christine M. Moreno, Esq.
Christine M. Moreno, Attorney, PA
4450 SE Federal Highway
Stuart, FL 34997
Tel: 772-288-1020

Return To: Neil Kalin, District Director
South Broward Drainage District
6591 SW 160 Avenue
Southwest Ranches, FL 33331
Tel: 954-680-3337
Fax: 954-680-3339
Folio No. 0935-01-0141

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is granted this 18th day of March, 2005, by ROBERT P. VARDAMAN and JOAN VARDAMAN, his wife, whose address is 630 Jonas Holloway Lane, Grandview, Tennessee 37337, hereinafter "Grantors" to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, located at 6591 Southwest 160 Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH

That the Grantors, for and in consideration of the sum of ten (\$10.00) dollars and other goods and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, do hereby grant and convey to District, its successors and assigns, a perpetual and exclusive Drainage Easement for the construction and maintenance of an underground drainage facility, together with any necessary appurtenances incidental and necessary thereto, under, across and through the following described "Property" of Grantors:

The East 20 feet of the Northeast ¼ of Tract 40 of Section 35, Township 50 South, Range 39 East, according to the Plat of the Everglades Land Company's Subdivision, as recorded in Plat Book 2, Page 1, of the Public Records of Dade County (now Broward County), Florida. Said lands situate, lying and being in Broward County, Florida ("Easement" or "Property");

of such character and sufficient size as to make a proper and adequate drainage system that District, its successors and assigns may establish.

2

Together with free ingress, egress and regress across said lands for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

It is mutually understood and agreed that in the event the District, its successors and/or assigns require the removal of any fences located in the Easement during any construction or maintenance, that the District, its successors and/or assigns will be obligated at its sole cost and expense to repair, restore and replace in the Easement any fences belonging to the Grantors, their successors and/or assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"GRANTORS"

[Signature]
Witness:

[Signature]
Robert P. Vardaman

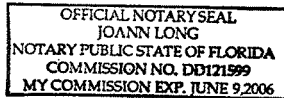
[Signature]
Witness:

[Signature]
Joan Vardaman

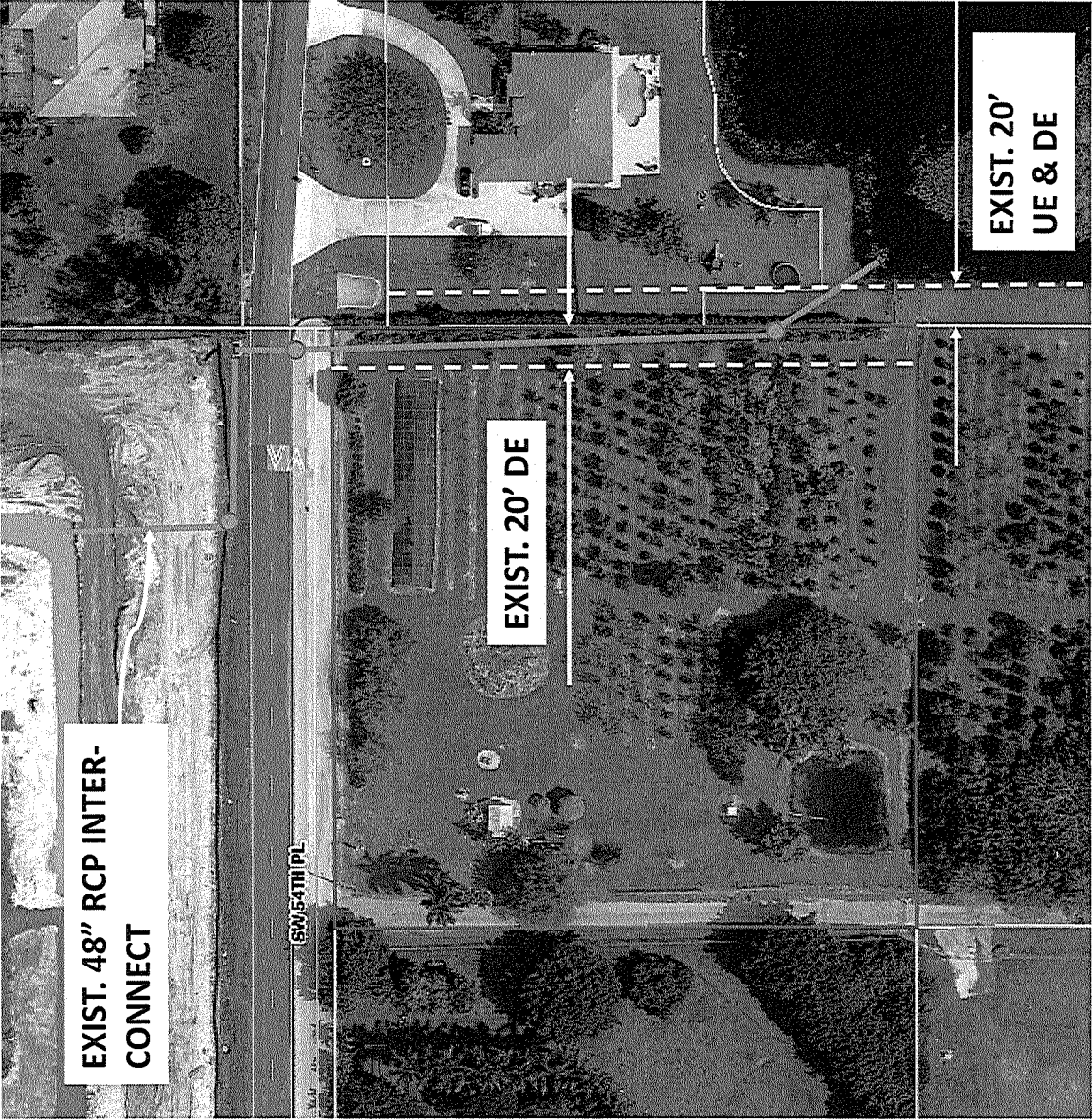
State of Florida |
 | SS:
County of Broward |

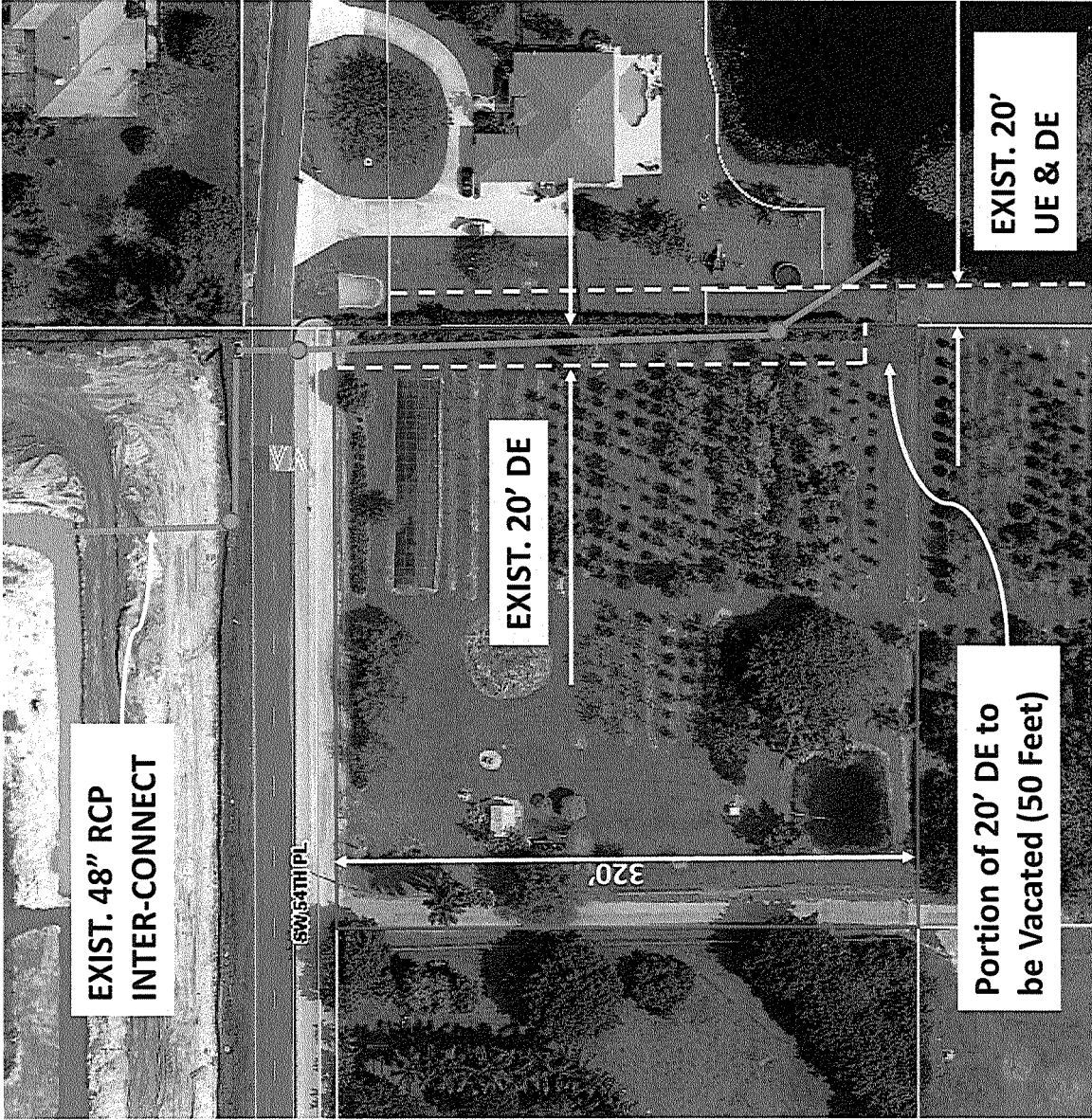
The foregoing Drainage Easement was acknowledged before me this 18 day of March, 2005, by Robert P. Vardaman and Joan Vardaman, Grantors, who each are personally known to me or who each produced a valid Tennessee driver's license. Witness my hand and official seal in the county and state last aforesaid this 18 day of March, 2005.

My Commission Expires:



[Signature]
Notary Public:
Commission No.:





**EXIST. 48" RCP
INTER-CONNECT**

SW 54TH PL

EXIST. 20' DE

**Portion of 20' DE to
be Vacated (50 Feet)**

**EXIST. 20'
UE & DE**

320'





Cemetery Trails Canal Inter-Connect

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

	<u>Oct 16</u>	<u>Annual Budget</u>
Ordinary Income/Expense		
Income		
1402 · Maintenance	45.31	3,110,681.00
1404 · Permit Fees	8,489.00	35,000.00
1405 · 5 Year Recertification Program	3,973.00	35,000.00
1406 · Residential and Lot Permit Fees	2,071.00	25,000.00
1407 · Telecommunications Annual Fee	3,500.00	3,500.00
1408 · Appropriation of Fund Balance	0.00	188,560.90
1410 · Interest Income	2,142.78	6,000.00
1416 · Miscellaneous Income	0.00	1,000.00
Total Income	20,221.09	3,404,741.90
Expense		
1412 · South Broward Collection Fee	0.29	62,213.62
1414 · Discounts (Early Tax Payments)	30.27	111,984.52
1501 · Administrative - Office	26,044.00	345,246.72
1503 · Board of Supervisors	3,150.00	37,800.00
1505 · Field Operations	39,117.05	518,706.24
1506 · Inspectors/Project Coord.	19,231.20	255,211.84
1507 · Payroll Taxes - FICA	9,075.42	93,480.31
1509 · Pension	7,146.84	107,467.12
1513 · Payroll Other	48,084.85	64,681.53
1520 · Accounting Fees	0.00	25,000.00
1535 · Engineer/Consult Fees/Spec Proj	0.00	65,000.00
1540 · Legal Fees	1,412.50	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	32,710.00	36,000.00
1555 · General/Hazard Liability	37,680.00	38,000.00
1560 · Group Health, Life & Dental	29,546.78	395,000.00
1570 · Workers Compensation	20,817.00	38,500.00
1575 · Advertising	348.50	6,500.00
1585 · Computer Supplies - Upgrades	66.30	10,000.00
1590 · Dues & Subscriptions	4,000.00	5,800.00
1600 · FPL - Electric	985.39	13,000.00
1603 · Gas (LP) Auxiliary Power	0.00	5,000.00
1605 · Janitorial Service	111.75	2,000.00
1610 · Licenses & Fees	175.00	1,000.00
1615 · Maintenance Contracts	1,610.71	10,200.00
1620 · Uniforms	111.74	2,500.00
1625 · Office Supplies - Postage	447.05	5,000.00
1630 · Payroll Service	346.12	3,800.00
1635 · Printing - Stationary	0.00	1,800.00
1640 · Public Records Storage/Filing	0.00	35,000.00
1645 · Telephone - Misc. Communication	1,154.13	15,000.00

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

	<u>Oct 16</u>	<u>Annual Budget</u>
1650 · Water & Sewer	354.66	2,100.00
1655 · Buildings & Grounds	1,775.06	35,000.00
1660 · Equipment Rental/Outside Svcs.	1,105.80	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	1,824.15	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	69.78	60,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	3,510.21	40,000.00
1677 · Hazardous Mat./Spill Cont.	0.00	5,000.00
1680 · Janitorial Supplies - Carp. Clg	0.00	1,000.00
1683 · Hurricane Preparedness Supp.	0.00	1,500.00
1685 · Landscaping & Mowing	3,049.89	35,000.00
1690 · Photography - VCR Equip. & Phot	0.00	250.00
1695 · Pump Stations - Flood Gates	4,694.77	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	340.55	2,500.00
1705 · Sanitat. - Exterminating Serv.	513.76	10,000.00
1710 · Small Tools - Shop Supplies	374.39	9,000.00
1715 · Water Recorder/Elev Gge/Telemetry	180.84	8,000.00
1720 · Canal/Swale Cleaning/Renovation	0.00	30,000.00
1725 · Culvert Cleaning/Inspection	200.00	50,000.00
1730 · Culvert Repair - Flapper Gates	0.00	40,000.00
1735 · Endwall Repair - Replace./Upgrd	0.00	5,000.00
1740 · Erosion Control	0.00	45,000.00
1745 · Gates/Barrier/Fence/Ramp/Sign	0.00	5,000.00
1747 · Outfall Structures	0.00	2,000.00
1750 · Trash Rack/Piling/Tank Upgr.	0.00	10,000.00
1755 · Tree Removal	0.00	30,000.00
1765 · Herbicides	32,451.74	370,000.00
1770 · Triploid Carp/Fsh Guards/Maint	48.00	30,000.00
1775 · Water Testing	0.00	8,000.00
1780 · Seminars/Meetings/Conferences	102.14	8,500.00
1781 · Basin S-3 Drainage Improvements	0.00	0.00
1785 · Equip./Vehicle Replace./Upgrd	3,367.00	50,000.00
1787 · Contingency	0.00	10,000.00
Total Expense	<u>337,365.63</u>	<u>3,404,741.90</u>

SOUTH BROWARD DRAINAGE DISTRICT
SUMMARY OF DISTRICT FUNDS
November 8, 2016

SBDD ASSET ACCOUNTS

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
UNASSIGNED						
General	\$282,538	\$282,538	Suntrust AdvantageNow	\$39,855	CD-FL Community	\$712,608
				\$244,976	CD-Regent Bank	
				\$145,239	CD-Bank United	
Payroll	\$82,838	\$82,838	Suntrust			\$82,838
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	\$4,611,336	\$4,611,336		\$1,305,187		\$5,916,523

SBDD LIABILITY ACCOUNT

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
As-Built	\$93,085	\$93,085	Suntrust Paying	\$51,213	CD-Bank United	\$517,874
				\$247,500	CD-TD Bank	
				\$126,076	CD-FL Community	
Total	\$93,085	\$93,085		\$424,789		\$517,874
FUND TOTALS				\$1,729,976		\$6,434,397

SBDD INVESTMENT SUMMARY

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
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
Centennial Bank CD		\$247,500	0.20%	7/19/2016	7/19/2017
TD Bank CD		\$247,500	0.37%	8/8/2016	8/8/2017
Stonegate Bank CD		\$247,500	0.40%	8/8/2016	8/8/2017
Landmark Bank CD		\$247,500	1.01%	8/15/2016	11/15/2017
Bank United CD		\$247,500	1.10%	9/30/2016	11/30/2017
TOTAL OF INVESTMENTS		\$1,729,976			

Jan-17	Feb-17	Jul-17	Aug-17	Nov-17
\$244,976	\$247,500	\$247,500	\$495,000	\$495,000

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November 7, 2016

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

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

Legal services rendered on behalf of South Broward Drainage District from October 19, 2016 through November 6, 2016:

1. Coordination regarding Maintenance Building Issues including Architect Proposals and CPZ Architect Contract:
Attorney's Fees: 4 hrs. 45 min. @ \$225.00/hr. = **\$ 1,068.75**

2. Coordination regarding Polices and Guidelines for Selecting Professional Consultants:
Attorney's Fees: 25 minutes @ \$225.00/hr. = **\$ 93.75**

3. Coordination regarding Surplus Property (Land) Policy:
Attorney's Fees: 2 hrs. 50 min. @ \$225.00/hr. = **\$ 637.50**

4. Coordination regarding Pasadena Lakes Easement
Attorney's Fees: 10 minutes @ \$225.00/hr. = **\$ 37.50**

TOTAL DUE THIS INVOICE: \$ 1,837.50