

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

OCTOBER 29, 2015

Present:

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

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

Absent:

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

Chair Hodges called the SBDD Board Meeting to order at 8:01 A.M., with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Mersinger, Commissioner Good, and Commissioner Goggin present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Goggin moved for approval of the minutes of the September 14th, 2015, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Minnaugh and carried unanimously by those present.

04. DIRECTOR'S REPORT

A. RELEASE & VACATION OF DRAINAGE EASEMENTS IN TOWNHOMES AT RAIN TREE DEVELOPMENT ("PEMBROKE LAKES SOUTH" PLAT, PB 119, PG 1)

Commissioner Santana-Woodall joined the meeting at approximately 8:04 A.M.

District Director Hart stated that South Broward Drainage District (SBDD) received a request to release and vacate its interests in five (5) separate easements ("Easements") located within the Raintree Redevelopment properties of the "Pembroke Falls – Phase 1" plat and the in the City of Pembroke Pines. The Easements were previously dedicated by separate instruments and are being replaced by new easements as needed.

The request was submitted by representatives for the developer of the Raintree Redevelopment properties, which includes three phases of residential developments.

The applicant is requesting the release and vacation of the following easements:

1. Release and Vacation of Drainage Easement previously recorded under OR Book 49573, Page 587, BCR.
2. Partial Release and Vacation of Drainage easement previously recorded under OR Book 50793, Page 791, BCR.
3. Release and Vacation of Lake Maintenance Easement previously recorded under OR Book 50793, Page 784, BCR.
4. Release and Vacation of Drainage, Flowage and Storage Easement previously recorded under OR Book 50793, Page 773, BCR.
5. Release and Vacation of Boat Ramp/Lake Access Easement previously recorded under OR Book 50793, Page 779, BCR.

The easements in question are all located within (or adjacent to) the Townhomes at Raintree development and are depicted on the "Abandoned Easement Exhibit". With the exception of the Boat Ramp/Lake Access Easement, all of the easements to be vacated are being replaced with new easements as depicted on the "New Easement Exhibit". The Boat Ramp/Lake Access Easement is no longer needed and is not being replaced. The final development plan for the Townhomes at Raintree development is slightly different from when the easements were originally recorded, which necessitates this action.

SBDD staff has reviewed the request and has no objections. There are no financial impacts to this Agenda Item, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The above-mentioned vacations and releases are subject to the dedication of new easements across the Raintree Redevelopment properties as indicated on the New Easement Exhibit and any additional easements as required by SBDD; and reimbursement of all legal and recording costs associated with the redevelopment of the Raintree Redevelopment properties.

Commissioner Minnaugh moved for approval for the Release & Vacation of Drainage Easements at the Raintree Development. Motion was seconded by Commissioner Mersinger.

Discussion ensued.

Commissioner Good asked District Director Hart if there were concerns regarding the maintenance of the lake, how would the District address those if there were impacts to the flowage of the lake. District Director Hart replied that on this property, the property owner will be entering into a Maintenance Agreement with the District where they will be responsible for the maintenance of the entire water management system; and that will include the lakes and the pipes, and if they do not provide the maintenance that is required, the District has the right to go in and perform the maintenance work, and be reimbursed for its cost. The first recourse would be to contact the HOA, and if they do not perform the work, the District will perform it, and invoice the HOA for the District's costs.

Commissioner Good asked District Director Hart, if the District already has a Maintenance

Agreement in place. District Director Hart said that he believes the District does have one in place, but he would need to verify it. He said that there are a number of different parcels within Raintree, and he does believe that there is one in place for the first development, which is “Estates of Mayfair”; and that agreement will be extended to include the entire Raintree development. Chair Hodges added that the District does not release the Certificates of Occupancy (CO’s) for the homes until they have an agreement in place.

Commissioner Good asked if the requirement to enter into a Maintenance Agreement was stated in the easement release documents. District Director Hart replied that it is stated in the permit conditions for the property. Commissioner Good asked if the permit conditions are related to the vacation of the easements. District Director Hart explained that they are tied together in that the paving and drainage plans reflect the new alignment and the new configuration of the lakes and pipes; and the applicant was made aware that they need to clean up the easements; and the District needs to get the easements corrected; and as a condition of the site plan approval and permit issuance, that the property owners are required to enter into the agreement. Typically, the agreement gets done prior to final acceptance; that is the sequence that the District follows on all development projects. Before the District signs off and accepts any of the work, or any CO’s are issued, the District requires that the agreement be executed and recorded. Commissioner Good noted that process is for giving a permit and accepting the work, but this request is for giving up certain rights in order to gain other rights.

Commissioner Good commented that the District can do the release and then have something go wrong with the permit and never execute the agreement; but by then the District may have already released the easements. He said he likes the concept that the release does not happen until the agreements are in place as well, not contingent on the permit. District Director Hart said he has no problem, if in addition to the condition that the new easements are dedicated, that the agreement also be executed. He said he doesn’t think the applicant would have any problem with that as well, because they are already aware that it needs to be done. Commissioner Good suggested that the District modify it to say that the easements will not be released until SBDD gets the agreement. District Director Hart agreed. Attorney Bell added that the release will not be recorded or finalized until such time as the agreement has been entered into, and it should all be recorded simultaneously.

Commissioner Good made an Amendment to the motion, for the approval for the Release & Vacation of Drainage Easements at the Raintree Development contingent upon the acceptance of the Maintenance Agreement”. Vice Chair Ryan seconded the Amendment to the motion.

Commissioner Goggin asked District Director Hart if the boat ramp exists somewhere else. District Director Hart replied yes; that boat ramp is provided in another location on that lake and that he reviewed this with the District’s Operations Manager.

Commissioner Good established that the District does not own the water body, and there is an easement, and that there are new rules on water quality. He asked District Director Hart if there was an impairment on this body of water, how does that impact the District, and who is responsible for the water quality remediation. District Director Hart replied that if there was an impairment, and the water body was declared to be impaired by the state, the way the state enforces the provisions for remediation, as far as Best Management Practices and the clean-up, is through the city’s NPDES permit. He said that this is the mechanism that the state uses on any impaired waterbody right now. He said that he believes that it would be the same process for a private water body within the city, if it were declared to be impaired. Whether the HOA would be responsible,

or because it is privately owned, how that would factor into that process, he is not sure because that situation has never come up. He does know that the agency that makes those declarations is the state (FDEP), and they use the MS4 Permit as their mechanism for implementing an action plan and TMDLs to try to lower the impairment.

Commissioner Good queried that if this lake discharges into a SBDD owned asset, which this lake does, and it begins to impair the SBDD owned asset, would the District be responsible to mitigate the impaired water that is entering its asset. District Director Hart stated that this has not been the case to date, that he has seen; and even under the new rules, he has not seen where the local drainage district, whether ownership or not, has been the responsible party to do the remediation; it has fallen to the cities, under the MS4 Permits. He said that there is a whole process they go through. He commented that the stakeholders look at the whole basin to try to identify the area of concern, and then go out for a site investigation, and try to implement a plan that will reduce the loads in whatever manner possible. He said it could change, but the mechanism that the state uses thus far, is the MS4 Permit.

Commissioner Good said that the reason that he is focused on this is because the MS4 Permit only relates to certain areas that are not under a separate jurisdiction; and this property falls within a separate jurisdiction. He said that as far as the MS4 Permit, he is not certain that it applies here because the Drainage District is exempt from any Broward County rules and regulations. The Drainage District may have to abide by SFWMD rules, and it certainly abides by the State rules. He said he wants to vet this out a bit more, because if the District does become responsible for impaired waters owned by private properties, the simplest thing would be to say that we are going to shut it up and will not let them drain into SBDD's system until it is fixed; but the District does not actually do that. He then asked District Director Hart if the Maintenance Agreement has anything to say about the quality of the water. District Director Hart replied that this is in their permit; that they are required to meet certain water quality standards, but the Maintenance and Indemnification Agreement really just focuses on maintenance and indemnifying the District if it had to go in and do any work.

Commissioner Minnaugh asked if the HOA documents were completed and recorded. Mr. Jeff Schnars from Schnars Engineering Corp., replied that he believed they were completed and recorded. Commissioner Minnaugh said that if the District is concerned about who is responsible for water impairment or quality, the District could require them to place language into their HOA documents that they are definitely responsible for it, since the HOA will ultimately own the lake and that should be part of their recorded documents; stating that the buyers have read it and understand what their financial responsibility is.

District Director Hart commented that this lake system is an important conveyance system for the District and the surrounding areas, because there are a number of connections from off-site properties. He said that for many years when it was still Raintree, the District did not have the easements that he felt were needed on this property. Pembroke Lakes South all flows through Raintree, all the way north to Pines Boulevard; and all those properties flow south and through Raintree. He said that similar to Commissioner Good's concerns, if there was an impairment upstream of Raintree, that may flow into the Raintree system.

District Director Hart stated that Raintree is not an isolated, stand-alone system that is only taking run-off from Raintree; this property is taking run-off and water from many surrounding properties. He wanted this to be factored in to the questions that Commissioner Good was raising; he said these questions were relevant and it may be something to be discussed further as far as the state's

practice in dealing with impairments, and the District's role in those practices and procedures, as well as the county's and the municipality's. He said that if anything was found to be an issue within the community, whether it be the city, county or District, they would have the ability to go in and pin-point the issue and it could be addressed.

Commissioner Minnaugh asked if it would guarantee reimbursement, if the District had to go in and do the work. District Director Hart said that if it got to that point, it would probably involve the courts. Commissioner Minnaugh commented that she thought that the District could avoid the courts, should it get to that point, if this wording was included in the HOA documents. She asked who owns the waterbodies to the north. District Director Hart said that some are owned by the District. He said that the District is finishing up the mapping of the ownership of the waterbodies that was discussed previously. The District should have all the ownership information completed by the end of this month, and with that, will begin putting together the policy on erosion protection. Beyond that, he had some additional thoughts to expand that to include the District's responsibilities when it comes to aquatic maintenance, and expand that even further, to include water quality.

Commissioner Minnaugh withdrew her motion for approval for the Release & Vacation of Drainage Easements at the Raintree Development until a consensus is agreed upon as to who is responsible for maintenance of the waterbodies; and she would like to see the HOA documents updated. She commented that when Hurricane Wilma hit, the people did not know that Silver Lakes owned the lake and that they were all going to be assessed and pay to rebuild it; and likewise with Nautica and Sunset Lakes. This came as a big shock that they were all assessed. She said that the District has the ability now to request that this wording be included, and that it is totally clarified, so that the District does not have to take it to the courts; because it is a no-win situation; because the rest of the taxpayers end up paying all the money the District spends on legal fees and court costs.

Commissioner Mersinger commented that she understands that the District has a whole separate issue on the maintenance and water quality, but at this moment, all Mr. Schnars is asking for is the vacation of the easements; and although she does understand what the issue is, it's a more systemic issue than this piece of property under the new regulations; and she wants to know what it has to do with vacating the easements, or is the District going to continue holding on to this until the state gets their policy together.

Commissioner Minnaugh commented that her take on this is that once this is vacated there is no guarantee that there are going to be agreements signed and new easements dedicated; and if there are going to be new easements, this is the District's chance to deal with water quality and who will be responsible. Chair Hodges replied that the District is not releasing the permit, not allowing them to get CO's or sign-offs, and that is the leverage the District has. He said that the Maintenance Agreement and all the documents have to come together at the end of the project before the District releases it and allows them to occupy their buildings.

District Director Hart said that, as a condition of approval on the vacations, there would be two conditions: (1) the dedication of replacement easements which are already in hand; and (2) the execution and recordation of a Maintenance and Indemnification Agreement prior to recording the releases; and then the question of water quality could be included as well, and have a requirement to include a clause in the HOA documents. This project has quite a few phases left to complete, so he does believe that the District will have the opportunity to include any future requirements as it relates to water quality or agreements, etc. He said this will not be completed within the next year

and the District can incorporate conditions as well on future permits. He asked the Board for direction on how they want to proceed, he said this is just to vacate and replace easements, but the District can include any conditions and provisions as they see fit under this particular petition.

Chair Hodges suggested that language should be placed in the Maintenance and Indemnification Agreement. Commissioner Mersinger suggested a workshop to discuss this further because what is being discussed is a much bigger issue than the easements. She said the District needs to come up with some sort of policy on how the District will be handling these situations, and it should not be holding up just one petition; when the District really wants coverage on all these bodies of water and it should not be piece-mealed. Chair Hodges agreed with Commissioner Mersinger and said that this is certainly a relevant conversation that the Board should continue to have, and he feels that it is a more global issue that probably relates to more general, long term maintenance, rather than just a release of easements. District Director Hart agreed and commented that you can look at it as an expansion of what the Board brought up a few Board meetings ago on erosion, and the District's responsibilities related to that; and homeowner or community responsibilities; or on maintenance issues of the lakes, (i.e. trash). Chair Hodges said that water quality is definitely in our purview now, and he believes that Commissioner Good raises very valid points that definitely warrant a workshop and more research and detailed discussion.

Commissioner Good commented that the goal here is that the Board is trying to protect the District from future incidents that can arise, and there has not been enough history to even try to guess what may happen; and it's not trying to be ownerless either, because there are upstream contributions. The goal here is, if that particular location is generating the impairment, then that particular location needs to be responsible for the impairment. He said that he believes that can be easily resolved. He said there is a need to go beyond the permit; and that there is probably a case law that when you issue a permit and 10 years later when there is a change in rules, he does not know that you can relate back to the permit and get the change implemented. We are subject to change, that is what government does; but once in a permit, it may not allow you to do that. Whereas he believes that you may be able to create language, such that you can hold an owner of an asset responsible for their contribution to other assets. He said that personally, he likes the fact that the District tried to deal with it in the Maintenance Agreement because that is probably the place to go, and as Commissioner Minnaugh mentioned, if there are other documentation, like the HOA Documents, it would be most appropriate to address there as well. He said she is right, when she says that you don't want to take this to court, because the District can wind up with an additional burden. He said yes, this is all about easements, but once you get what you want, what incentive does the property owner have to participate. He said if the District has the agreement, the additional language about water quality, and the language referenced by Commissioner Minnaugh as a condition, then we can move forward, if Commissioner Minnaugh agrees to that. He believes that then we could have a workshop, but he does not believe that just because we could have a workshop, we should let some awareness before the Board just go away. District Director Hart added, that the three conditions he is hearing are: the dedication of the new easements, along with execution of the maintenance agreement, and inclusion in the HOA documents of a provision on water quality requirements within a community.

Mr. Schnars commented on the three conditions. He said that this is a four phase project, and there are permits for two of the phases; and that this easement abandonment is in the second phase of the project. He said that there are houses going up and they will probably be asking for a CO in the next couple of months. He said there are no issues on agreeing to record the new easements and entering into the Maintenance Agreement, but he said it would be difficult for him to agree to a condition of adding something to the HOA document that he does not even know what it is. He

asked, “what if he leaves here with a condition that says something needs to be added, but can’t agree as to what it is”? He agrees that this is a global issue, and the Board needs to decide on what their policy is regarding water quality, and if that is something that will be included in the future on the District’s maintenance agreements. He said they have water quality provisions in their SFWMD permits; but he does not know if that’s included in the SBDD permit. He suggested that perhaps this is something that may be added to the SBDD permit also as a global policy; but that they are well on their way on this particular project, and would like to continue forward. He said this is clean-up work of documents, and the Board should be able to move forward with whatever the current rules and regulations are. He doesn’t believe there should be conditions added to this project at this time, unless there is something new that is ready to go right now.

Chair Hodges stated that these are current rules and regulations. He said that they are just having a discussion and making sure that everyone complies; and that he hears what Mr. Schnars is saying, and there is some relevance to that, but there is also the concern the Board has on protecting the Drainage District and their rights if something happens, moving forward with water quality.

Commissioner Mersinger asked Mr. Schnars if they have an agreement with SFWMD regarding water quality. Mr. Schnars answered yes. Chair Hodges commented that there are all sorts of calculations that need to be performed and that water quality is a portion; and that there are two different permits that are needed. Commissioner Mersinger asked Chair Hodges that if the water was tested would that be it, or if it’s a continual process. Commissioner Good clarified that the answer is yes and no. He said the reason why it is yes and no is because there are two types of permits; a construction permit and an operating permit. He said the relevant question here is, is it a construction permit or an operating permit.

District Director Hart commented that any development project is required to meet certain water quality standards within that property. He said that when construction is finished, the District issues an Operation and Maintenance permit from SBDD. Commissioner Mersinger asked if the petitioner needs to have an Operational permit from SFWMD at the beginning. District Director Hart explained that SFWMD issues a permit, and when the construction is finished, the engineer certifies the system to the District, and they convert the project from construction to operation; but the conditions and requirements under the permit remain in place. What SBDD does is issue a new permit, an Operation and Maintenance permit, and it goes hand-in-hand with the District’s agreement because the agreement is executed, signed, and recorded; and he feels this is a higher level when it comes to requirements. He said that in the Operation permit that SBDD issues, the District could add language on water quality, and that goes to the applicant and to the HOA, etc. He said he likes the idea of adding that language in the Operation permit.

Commissioner Goggin clarified that right now they are at a construction phase and he agrees that at this point the District needs to know where they will be at a final stage, and that these things need to be implemented. District Director Hart agreed with Commissioner Goggin and suggested that language be added regarding water quality in the Operation and Maintenance permit. Chair Hodges agreed and said that all these ideas and discussions would be generated in the workshop and the District will add more details as they move forward.

Commissioner Minnaugh commented that it’s always been this District’s policy that when someone comes in to request something on their property, and they are looking to get a release or a vacation, that this is the opportunity to get everything that the District wants, because there is no better time to do this; and she know that the philosophy is to work with them etc., but she feels that now is the time to get done what the District wants done. She feels strongly that something needs

to be in their HOA documents for the people that will be living there and paying for all this stuff. She said that she is not looking to reinvent the wheel. She said that between Attorney Bell and District Director Hart, they can come up with wording. She said she just wants something that once it's turned over, they become the new owner, if the developer is not in there, they own it and are responsible for it; that there is a 5-year recertification that every HOA goes through, and more importantly that the HOA will be financially responsible for it. District Director Hart replied that he thinks that can be done.

Commissioner Good stated that if there is a barrier along the way, it can always come back to the Board. Commissioner Good made a motion to accept the vacation of the easements contingent upon the acceptance of a maintenance agreement which includes water quality, and contingent upon the acceptance of new dedicated easements, and contingent upon the acceptance of revised HOA language that would address this particular water quality concern or any other maintenance concern. Commissioner Goggin seconded the motion.

Commissioner Mersinger said that when the 5-year certification is performed and deficiencies are found, the HOA has to fix those deficiencies. She asked why is it that important to place language there, if the language is already there in the 5-year certification. Commissioner Good replied that language is not in there yet. Chair Hodges said that it is not so much water quality, it's more the functionality of the flow, broken pipes/manhole, etc. Commissioner Mersinger asked due to the new legislation, shouldn't the certification change. Chair Hodges commented that is where the Board is trying to get to, but that is not in place today. Attorney Bell suggested that as part of the motion, that if for some reason they do not give the District the new easements or do not get the agreement the District is looking for, that the approval of the vacation is rescinded. Chair Hodges clarified that is the motion that Commissioner Good made with conditions.

The question was called and carried unanimously.

B. REQUEST TO TRANSFER FUNDS FROM CIP COMMITTED ACCOUNT TO GENERAL OPERATING ACCOUNT FOR COMPLETED CIP PROJECTS

District Director Hart said that SBDD recently completed work on a number of CIP projects and requested approval to transfer \$142,209.98 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for 2014/2015 CIP projects.

Commissioner Goggin moved for approval to transfer funds as requested from the SBDD CIP Committed Account to SBDD General Operating Account. Motion was seconded by Commissioner Mersinger and carried unanimously.

C. OTHER

- **Year End Audit** – District Director Hart said that they have started work on the year end audit with the accountant and should have it to the Board in draft form in January 2016. He credited the staff and Susan Iratzoqui for the good work that they've done throughout the year.
- **Completion of Basin Improvements-** District Director Hart stated that the 48" interconnect pipe along SW 145th Avenue, from Century Village to the Monarch Lakes Canal, has been completed, and now there is a secondary outfall for those areas that the District did not have before. In addition to that, with the funds that the District received for those improvements, the District was able to replace the roof at the S-3 Pump Station; and do some other improvements

there as well; and the District completed the sluice gates at the S-3 Pump Station and have added those to the District's control and telemetry system.

- **Mapping of Water Bodies**- This work should be finished this week.
- **Discussion of Annual Assessment** - District Director Hart stated that during the discussion last month of the annual assessment, and if the information the he and Attorney Bell received from the property appraiser's office is accurate, there was question as to how much it would cost to get a complete audit from a third party. Director Hart indicated that the cost would be \$264,265.00. He said that is because this would be done by a certified planner, and they would need to look at each property, etc. He said that on a better note, creating a map of the sub-basins for the assessments would be less than \$5,000, and maybe even half of that. He said they will be moving forward to complete that. He said even the cost to perform an audit on a basin-by-basin basis from an outside, independent company is expensive, but District Director Hart feels this can be done in-house, if it is the Board's direction.

Commissioner Goggin asked Attorney Bell if he recalls a couple of years ago he spent some time on this situation where he found some information/language, and he was able to redirect some codes and find where there were some problems. Attorney Bell replied yes, they constantly update that because they always find some parcels that for some reason are not being assessed by the District because they are coded wrong, so this is ongoing yearly.

05. ATTORNEY'S REPORT:

Attorney Bell said that Senator Ring proposed Senate Bill 516, and what is being asked only of Special Districts is burdensome, probably unnecessary, unfunded and costly. It's a lot of work to put this together and no one else is being required to do it. Commissioner Mersinger said she looked at this and it was sent to five committees which tells her that it is a road block and she doubts very highly that it will get through all five committees during session, which she says is a good thing. She said most of the things on the list the District already does. Attorney Bell disagreed. He says that we post our budget, but not the graphs and the detail formats that they are asking for. She says she would keep an eye on it, but she believes there is going to be a lot of pushback and that is why it went to five committees. Chair Hodges asked if the District knows if the FASD is looking at this. District Director Hart replied yes; and as Attorney Bell mentioned, it doesn't apply to any other agency, and it's burdensome, etc.; and finally if anyone is interested in getting this information, they can obtain it through a public records request. What the bill requires is that this all be placed on your webpage. FASD is tracking it closely, are opposed to it, and trying to discourage it.

Attorney Bell said that there are two other bills, (Companion Bills) Senate bill 552 and House bill 7005 which looks like they will apply to South Florida Water Management District and DEP. He said that there is a summary analysis that was done which is 30 pages or so, and this is something which he will follow.

06. APPROVAL OF LEGAL FEES

Commissioner Goggin moved for approval of the legal bills. Motion was seconded by Commissioner Mersinger.

Commissioner Minnaugh had concerns regarding the coordination on Monarch Lakes and the 172nd Avenue Tree Removal.

District Director Hart clarified and said that, unfortunately, there is a pending lawsuit involving Monarch Lakes; it's the Property Association and the Engineering firm and some other parties; the District is not involved in the lawsuit. The District has received subpoenas for records, and staff has been subpoenaed for deposition; and because they have subpoenaed staff, he felt that Attorney Bell should be there representing. He said that although the District is not party to this, they will be incurring some expense, because of the subpoenas that they are receiving. He clarified that there is no action taken against the District at this time.

The tree removal is really for the District's benefit. He said the District wanted to remove some trees along 172nd Avenue canal and the trees extend outside of the right-of-way and he wanted to make sure that the District is covered with the property owners to go in and remove them. He said they were in agreement with this and he just wanted to cover all bases on that.

On Lenis, there was an issue where they got fined several hundred thousand dollars for code violations by the City, and they are trying to show that this is unreasonable and get a lower amount. They requested a number of records from the District. Commissioner Minnaugh asked if the District got reimbursed for that. District Director Hart said that he was initially concerned that this might be something that the District was going to be pulled into, so he asked Attorney Bell to guide him on how to prepare the documents, and Attorney Bell significantly reduced the amount of time staff had to spend to put the public records request together, and the District wound up providing much less documentation than what was originally noted. He said he doesn't mind asking for reimbursement, but he does not know if he can justify that this was part of the cost to prepare the records. He said it was really counsel from the attorney to the Director. He said the District did provide the public records and received payment for the copies. Commissioner Minnaugh said that in that case she doesn't have any problem with it. Chair Hodges asked that maybe he should rephrase it a little better on how this was described.

Commissioner Good recommended that the attorney resubmit the bill as to where the charges really go, whether it is to public request or general counsel for staff. Commissioner Minnaugh suggested that it be approved subject to changing the verbage on the legal bill.

The question was called and it was carried unanimously.

07. BOARD MEMBER'S QUESTIONS/COMMENTS

None.

08. MEETING DATE(S)

A. Next Board Meeting will be held on Thursday, November 19th at 8:00 a.m.

Adjournment at 9:22 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

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MEMORANDUM

DATE: November 16, 2015
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Contract Award for the SBDD Roof Replacement Project at District Headquarters

Comments:

SBDD advertised for bids for the replacement of the existing roof at District headquarters in Southwest Ranches, FL. The scope of the work will include the removal of the existing tile roof and replacement with a new metal roof. We received a total of seven (7) bids ranging in price from \$63,065.00 to \$112,000.00. A copy of the Bid Summary is attached.

The lowest bid was submitted by Munsie Enterprises, Inc. in the amount of \$63,065.00. SBDD has reviewed the bid submitted by Munsie Enterprises, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD has checked the references provided by Contractor and received positive feedback from all references. I am recommending that the District award the contract for the SBDD Roof Replacement Project at District Headquarters to Munsie Enterprises, Inc. in the amount of \$63,065.00 as the lowest responsive, responsible bidder.

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2015-2016 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP Committed account.

This is to request approval to award the contract for the bid for the SBDD Roof Replacement Project at District Headquarters to Munsie Enterprises, Inc. in the amount of \$63,065.00. Funding for this project will come from the SBDD CIP Committed Account as part of the District's 2015-2016 CIP.

KH
Attachment

BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT

ROOFING REPLACEMENT PROJECT AT SBDD HEADQUARTERS

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Wednesday, November 04, 2015

COMPANIES	TOTAL LUMP SUM BID PRICE	COMMENTS
MUNSIE ENTERPRISES INC.	\$63,065.00	
GOMEZ ROOFING CO.	\$68,615.00	
PRECISION ROOFING CORP.	\$68,900.00	
FULL COVER ROOFING SYSTEMS, INC.	\$70,300.00	
ROOFING CONCEPTS UNLIMITED (RCU)	\$75,760.00	
A-1 PROPERTY SERVICES, INC.	\$79,448.80	
ATLAS-APEX ROOFING	\$112,000.00	

*****MEMORANDUM*****

DATE: November 16, 2015

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for the SBDD Rebuilding and Reconditioning of Caterpillar Diesel Engines Project at the S-1 and S-7 Pump Stations in Miramar

Comments:

SBDD advertised for bids for the rebuilding and reconditioning of two (2) 3306 Caterpillar diesel engines. The engines to be rebuilt are the District's # 4 diesel engine at the S-1 pump station and the # 1 diesel engine at the S-7 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. We received one bid in the amount of \$67,800. A copy of the Bid Summary is attached.

The lowest and only bid was submitted by Ring Power Corp. in the amount of \$67,800. 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. I am recommending that the District award the contract for the SBDD Rebuilding and Reconditioning of Caterpillar Diesel Engines Project at the S-1 and S-7 Pump Stations in Miramar to Ring Power, Corp. in the not-to-exceed amount of \$67,800 as the lowest responsive, responsible bidder

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2015-2016 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP Committed account.

This is to request approval to award the contract for the bid for the SBDD Rebuilding and Reconditioning of Caterpillar Diesel Engines Project at the S-1 and S-7 Pump Stations in Miramar to Ring Power Corporation in the not-to-exceed amount of \$67,800. Funding for this project will come from the SBDD CIP Committed Account as part of the District's 2015-2016 CIP.

KH
Attachment

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

REBUILDING & RECONDITIONING TWO (2) 3306 CATERPILLAR DIESEL ENGINES PROJECT AT THE S-1 & S-7 PUMP STATIONS IN MIRAMAR

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Wednesday, November 04, 2015

COMPANIES	BASE BID #1 S-1 PUMP STATION	BASE BID #2 S-7 PUMP STATION	TOTAL LUMP SUM FOR BOTH LOCATIONS	ALLOWANCE	TOTAL LUMP SUM FOR BOTH LOCATIONS W/ALLOWANCE
RING POWER CORP.	\$31,400.00	\$31,400.00	\$62,800.00	\$5,000.00	\$67,800.00
Contract Awarded to: Total for both sites: \$					

*****MEMORANDUM*****

DATE: November 16, 2015

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for SBDD Conversion of Stormwater Pump from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar

Comments:

SBDD advertised for bids for the Conversion of Stormwater Pump from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar. The bid included the conversion of one pump at the S-4/S-5 Pump Station (S-5 #3 Pump); and the rebuilding of a second pump at the S-2 pump station (S-2 #2 Pump) which was added as an addendum to the bid. We 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 \$46,700.00 to \$47,800.00. A copy of the Bid Summary is attached.

The lowest base bid for both pumps was submitted by Creel Pump, Inc. in the amount of \$46,700.00. SBDD has reviewed the bid submitted by Creel Pump, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. Creel Pump, Inc. has performed work for the District in the past and the District has been satisfied with their work.

I am recommending that the District award the contract for the SBDD Conversion of Stormwater Pumps from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar to Creel Pump, Inc. in the amount of \$46,700.00 as the lowest responsive, responsible bidder. In addition, I am requesting the award of Bid Alternates 1 and 2 in the combined, not-to-exceed amount of \$8,400.00 to Creel Pump, Inc. The total amount of the contract will be a not-to-exceed amount of \$55,100.00.

Financial impacts to this Agenda Item: The work covered under this project is included under SBDD's 2015-2016 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD Capital Improvement Committed Account.

This is to request approval to award the contract for the SBDD Conversion of Stormwater Pump from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar to Creel Pump, Inc. in the not-to-exceed amount of \$55,100.00. Funding for this project will come from the SBDD Capital Improvement Committed Account.

KH
Attachment

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT CONVERSION OF ONE STORMWATER PUMPS TO WATER LUBRICATION AT THE S-4/S-5 PUMP STATIONS IN MIRAMAR

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Wednesday, November 04, 2015

COMPANY NAME	BIDS FOR - S-5 PUMP STATION # 3 PUMP			BIDS FOR - S-2 PUMP STATION #2 PUMP			LUMP SUM FOR BOTH PUMPS
	BASE BID AMOUNTS	ALT. BID AMOUNTS		BASE BID AMOUNTS	ALT. BID AMOUNTS		TOTAL LUMP SUM FOR BOTH PUMPS (Not Including Alternates)
	#3 PUMP	NEW PROPELLER PER PUMP	REBLADING PROPELLER PER PUMP	#2 PUMP	NEW PROPELLER PER PUMP	REBLADING PROPELLER PER PUMP	
CREEL PUMP INC.	\$21,800.00	\$3,800.00	\$2,250.00	\$24,900.00	\$4,600.00	\$2,400.00	\$46,700.00
MWI PUMP CORP.	\$22,519.00	\$3,698.00	\$1,743.00	\$24,711.00	\$4,267.00	\$2,186.00	\$47,230.00
FPI PUMPS, INC.	\$23,100.00	\$3,100.00	\$1,700.00	\$24,700.00	\$3,900.00	\$2,490.00	\$47,800.00
COMMENTS:	<i>Contract Awarded to :</i> <i>For a total amount, not-to-exceed: \$</i>						

MEMORANDUM

DATE: November 16, 2015

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2015-10 – Maintenance Agreement with FDOT

Comments:

SBDD Resolution No. 2015-10 authorizes SBDD to enter into a Maintenance Agreement with the Florida Department of Transportation (FDOT) for the construction, inspection and maintenance of Twin-96” Spiral Rib Aluminized Steel Culverts within the SBDD Canal No. 4 across and under the I-75 right-of-way.

As part of the I-75 Express Lanes project, FDOT is proposing to replace the open water channel of the SBDD Canal No. 4 that transects the I-75 right-of-way with Twin-96” Spiral Rib Aluminized Steel Culverts. The drainage engineer for the project has provided hydraulic calculations and supporting documentation to verify that the twin 96” culverts meet SBDD criteria for the 100-year design flow and head losses across the culverts, and that the culvert material meets FDOT standards and approval as an “approved equal” material to reinforced concrete pipe (RCP). In addition, the drainage engineer has performed a stormwater modeling analysis of the SBDD S-3 Drainage Basin to verify that the proposed improvements will not have any adverse impacts to the upstream (or downstream) limits of the SBDD Canal No. 4 and surrounding properties. These calculations have also been reviewed and approved by an independent third party professional engineer on behalf of FDOT.

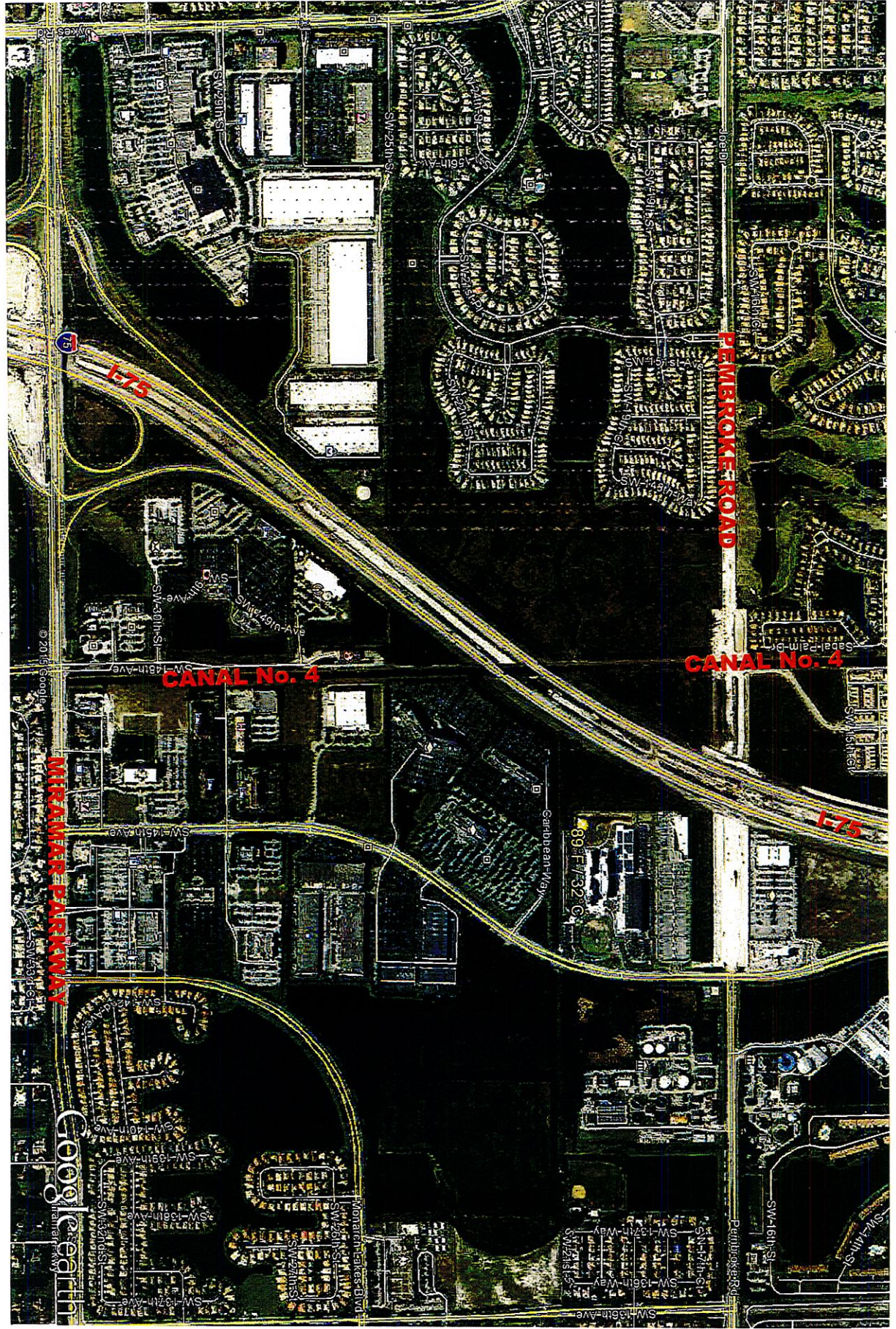
SBDD has reviewed the design plans and drainage calculations for the proposed installation of Twin-96” Spiral Rib Aluminized Steel Culverts and has no objections to the proposed improvements.

Upon completion of construction, FDOT will be responsible for all required inspections and maintenance of the Twin-96” Spiral Rib Aluminized Steel Culverts in accordance with attached Maintenance Agreement. SBDD shall have the right, but not the obligation, to perform any required inspections and maintenance of the culverts in the event that FDOT does not meet their obligations under the agreement; and SBDD shall be entitled to be reimbursed for its costs associated with any such inspections and maintenance. The inspection and maintenance obligations of FDOT are outlined in Exhibit “D” of the agreement and include visual inspections and necessary repairs on an annual basis; a dive inspection every 3 three years; an engineer’s recertification of the culverts every 5 years; and additional responsibilities following a major storm event.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by FDOT, its contractor and engineer.

The request is for approval of SBDD Resolution No. 2015-10 – Maintenance Agreement with the Florida Department of Transportation (FDOT) for the construction, inspection and maintenance of Twin-96” Spiral Rib Aluminized Steel Culverts within the SBDD Canal No. 4 across and under the I-75 right-of-way.

KH
Attachments



SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION Nº 2015-10

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE OF TWIN-96" SPIRAL RIB ALUMINIZED STEEL CULVERTS WITHIN THE SOUTH BROWARD DRAINAGE DISTRICT CANAL NO. 4 ACROSS AND UNDER THE I-75 RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Florida Department of Transportation, hereinafter referred to as "FDOT" is an agency of the State of Florida charged with the responsibility of constructing, improving and maintaining state roads within the State of Florida; and

WHEREAS, FDOT is the Owner of certain real property located in Broward County, Florida, described on Exhibit "A" to the Agreement attached hereto and hereinafter referred to as "Subject Property"; and

WHEREAS, the Subject Property is part of the I-75 interstate system, a portion of which traverses through the District's jurisdictional boundaries and transects the District's Canal No. 4; and

WHEREAS, FDOT proposes to replace the open water channel within the District's Canal No. 4 area which transects the I-75 right-of-way, with Twin-96" Spiral Rib Aluminized Steel Culverts ("Improvements"); and

WHEREAS, FDOT proposes to construct the aforementioned Improvements to I-75 at its intersection with the District's Canal No. 4, within that portion of said Canal No.

4 as depicted on Exhibit "C" to the Agreement attached hereto, said lands lying, being and situated in Broward County, Florida; and

WHEREAS, FDOT's engineers have performed a drainage analysis of the District's S-3 Drainage Basin to confirm that the Improvements will not adversely impact the District's S-3 Drainage Basin or raise stages within the District's S-3 Drainage Basin during the 100-year, 3-day storm event; and

WHEREAS, FDOT will apply for a permit from the District to construct the Improvements and said construction will be in accordance with all District criteria and regulations; and

WHEREAS, as a condition of approval, and prior to issuance of the permit, the District requires that FDOT enter into an agreement accepting responsibility for the construction of the proposed Improvements and also for the inspection and maintenance of the Improvements in accordance with District requirements; and

WHEREAS, the agreement (herein referred to as "Agreement") is attached hereto as Exhibit "1" and FDOT's inspection and maintenance obligations and responsibilities are defined in Exhibit "D" to the Agreement; and

WHEREAS, a public hearing was held on the 19th day of November, 2015 at 8:00 A.M. at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the Agreement and authorizing the District to enter into said Agreement;

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

1. The foregoing statements are incorporated herein as if fully stated herein.
2. The Agreement between the District and FDOT for the construction, inspection, and maintenance of the Twin-96" Spiral Rib Aluminized Steel Culverts within the District's Canal No. 4 and across and under the I-75 right-of-way is approved.
3. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested to by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto or reproduced thereof.

4. The District's attorney and District Director are authorized and directed to submit the executed Agreement to FDOT for final execution.

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

6. 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 _____, 2015.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____

Attest:

Scott Hodges, Chairperson

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N^o 2015-10 was acknowledged before me this ____ day of _____, 2015 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 _____, 2015.

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

EXHIBIT "I"

MAINTENANCE AGREEMENT

(I-75 EXPRESS LANES – SBDD C-4 CANAL CROSSING)

THIS MAINTENANCE AGREEMENT, made and entered into this _____ day of _____, 2015, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "SBDD", and FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, whose address is 3400 West Commercial Boulevard, Ft. Lauderdale, Florida 33309, hereinafter referred to as "FDOT".

WITNESSETH:

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

WHEREAS, FDOT is an agency of the State of Florida charged with the responsibility of constructing, improving and maintaining state roads within the State of Florida; and

WHEREAS, FDOT is the Owner of certain real property located in Broward County, Florida, described on Exhibit "A" attached hereto and hereinafter referred to as "Subject Property"; and

WHEREAS, the Subject Property is a segment of State Road 93 (aka: the I-75 right-of-way), herein after referred to as "I-75 R/W", and contains a portion of SBDD's Canal No. 4 which is SBDD's primary canal serving its S-3 Drainage Basin; and

WHEREAS, FDOT proposes to construct improvements to the I-75 R/W in Pembroke Pines, Broward County, Florida under State Project No. 421707-4-52-01 pursuant to plans prepared by Wantman Group, Inc. (hereinafter referred to as the "Plans"); and

WHEREAS, FDOT proposes to replace the open water channel within SBDD's Canal No. 4 which transects the I-75 right-of-way, with Twin-96" Spiral Rib Aluminized Steel Culverts (the "Improvements"), said Improvements being more particularly depicted on Exhibit "B" attached hereto; and

WHEREAS, FDOT proposes to construct the aforementioned Improvements to I-75 at its intersection with SBDD's Canal No. 4, hereinafter referred to as "Canal No. 4 Area" within that portion of said Canal No. 4 Area as depicted on Exhibit "C" attached hereto, said lands lying, being and situated in Broward County, Florida; and

WHEREAS, FDOT's engineers have performed a drainage analysis of SBDD's S-3 Drainage Basin to confirm that the Improvements will not adversely impact SBDD's S-3 Drainage Basin or raise stages within SBDD's S-3 Drainage Basin during the 100-year, 3-day storm event; and

WHEREAS, the Canal No. 4 Area is used for the purpose of constructing and maintaining drainage facilities of SBDD which include, but are not limited to, maintaining the Canal No. 4 Area, the canal contained therein and other drainage appurtenances; and

WHEREAS, as part of the proposed Improvements to I-75, FDOT proposes to widen said I-75 by adding said Improvements and additional paved lanes which will result in the partial filling of Canal No. 4 within the Canal No. 4 Area; and

WHEREAS, SBDD requires the unrestricted right to maintain stormwater flowage through the Subject Property and the Canal No. 4 Area and requires that the Twin-96" Spiral Rib Aluminized Steel Culverts remain open, clear and free of obstructions; and

WHEREAS, notwithstanding anything stated herein, the parties acknowledge that SBDD shall have the right, but not the responsibility, to perform any inspections of the culverts or to perform any maintenance work on the culverts, if necessary; and

WHEREAS, FDOT will apply for a permit from SBDD to construct the Improvements and said construction will be in accordance with all SBDD criteria and regulations; and

WHEREAS, the Improvements are more fully described on the Plans submitted to SBDD and as depicted on Exhibit "B"; and

WHEREAS, before SBDD will issue a permit to FDOT for this construction, FDOT must submit final construction drawings and specifications for the proposed construction, which must be approved by the District's Director; and

WHEREAS, before SBDD will issue a final permit to FDOT for this construction, SBDD requires FDOT to enter into this Agreement accepting responsibility for construction of the proposed Improvements as shown and described on the Plans and specifications for State Road Project No. 421707-4-52-01 and also for maintenance of the Improvements in accordance with the maintenance requirements as reflected in Exhibit "D" attached hereto; and

WHEREAS, SBDD and FDOT are desirous of entering into an agreement to provide for construction, inspection and maintenance of the Improvements; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by SBDD and FDOT, each intending to be legally bound, do hereby agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. After review and approval of the Plans, SBDD will issue a permit to FDOT to construct the Improvements.
3. FDOT agrees that after the construction of the Improvements is completed by FDOT and accepted by SBDD, that FDOT will assume responsibility for the inspections and maintenance of said Improvements in accordance with the SBDD permit conditions and the maintenance requirements in Exhibit "D".

4. FDOT shall be fully responsible to ensure that the 100-year design flow for the SBDD Canal No. 4 is maintained at all times through the Subject Property and the Canal No. 4 Area, including, but not limited to, during the time period that any maintenance work is performed on the Twin-96" Spiral Rib Aluminized Steel Culverts.

5. FDOT agrees to enter into this Agreement and to be responsible for any and all actual damages and expenses incurred by SBDD associated with the Improvements and all other matters stated in this Agreement to the extent incurred by the negligence of FDOT, or by FDOT's failure to properly perform its maintenance obligations.

6. SBDD agrees to allow and authorize FDOT and its successors and assigns to utilize the Canal No. 4 Area for construction, repair, maintenance, replacement and use of the Improvements described herein.

7. FDOT acknowledges that in the event FDOT fails to timely perform its inspection and maintenance obligations stated herein or in the attached Exhibit "D" and SBDD's employees or agents are required to inspect or maintain any portion of the Improvements and should the work of SBDD's employees or agents cause any damage whatsoever to the Improvements, that FDOT shall be responsible for any actual and necessary repairs or other work required in order to return the Improvements to their permitted condition as required by SBDD, and any other governmental agencies which have jurisdiction over Subject Property. In such event, this responsibility shall remain solely that of FDOT unless such harm or damage to the Improvements is caused by the negligence of SBDD, its employees, agents or contractors. "Necessary" repairs and costs shall be determined in accordance with the normal industry standard for similar such repairs and costs.

8. After construction of the Improvements is completed by FDOT, accepted by SBDD and the inspection and maintenance responsibility is assumed by FDOT, as stated herein, FDOT agrees that FDOT shall be responsible for damage, injury, or claims occurring as a result of its activities on the Subject Property.

9. FDOT acknowledges that SBDD has no obligation or responsibility regarding the Improvements, that any damage which may be caused to the Improvements shall be repaired by FDOT. SBDD shall be responsible for the repair of any Improvements damaged as a result of negligent activities of SBDD. This paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Improvements.

10. FDOT shall be responsible to repair any damage which it causes to SBDD's existing drainage systems including appurtenances thereto. FDOT agrees to reimburse SBDD for necessary and actual costs (to be in accordance with normal industry standards) incurred by SBDD as a result of FDOT's failure to timely repair any damage to SBDD's drainage system which occurs as a result of the aforementioned construction. FDOT does not waive any defenses or admit any liability by such agreement, nor is this Agreement meant to absolve the contractors or subcontractors or third parties from liability for their own actions.

11. In the event the Improvements are not being constructed, inspected or maintained pursuant to the Plans approved by SBDD or the maintenance requirements in Exhibit "D", FDOT agrees that within twenty (20) consecutive calendar days after written notice by SBDD, FDOT will commence to inspect, repair or correct any deviations from the approved Plans or SBDD requirements, and said inspections, repairs or corrections shall be completed within sixty (60) working days of said notice; provided however upon written approval by SBDD such time period may be extended for a reasonable time, as solely determined by the SBDD District Director, as long as the repairs and corrections have commenced within such time period and are being diligently pursued, as determined in the SBDD District Director's sole discretion.

12. FDOT shall require the contractor or contractors which FDOT contracts with to construct the Improvements to post a performance bond or letter of credit in the amount of the awarded contract cost of construction. FDOT shall furnish SBDD with a copy of the performance bond or letter of credit provided by the contractor or contractors.

13. It is understood that during construction of the Improvements, FDOT's contractor shall conduct construction in such a manner that flow in the Canal No. 4 to SBDD's S-3 stormwater pump station will be maintained at all times within the Canal No. 4 Area and that FDOT shall take reasonable and necessary steps to prevent pollution of these canals due to construction of the Improvements.

14. FDOT agrees that during construction of the Improvements, it shall ensure that all provisions of the National Pollutant Discharge Elimination System (NPDES) rules and regulations are adhered to at all times.

15. FDOT agrees that if the construction of the Improvements causes or is causing damage to SBDD's drainage systems (including appurtenances) or the Improvements are not being constructed in accordance with the approved Plans or maintenance requirements, that upon receipt of written notice by SBDD to FDOT and the Contractor, which notice shall specifically describe the nature and extent of the damage or improper construction, that FDOT shall promptly respond to or address SBDD's concerns. If SBDD gives notice as provided herein, FDOT and its Contractor shall work with SBDD to coordinate a solution.

16. After completion of the Improvements, and prior to final acceptance by SBDD, FDOT shall provide to SBDD as-built drawings of the Improvements, including the inverts and location of the Twin-96" Spiral Rib Aluminized Steel Culverts, canal cross-sections and the locations of all other drainage improvements constructed within the Subject Property depicted on Exhibit "B".

17. After completion of the Improvements, and acceptance of the Improvements by SBDD, FDOT shall be responsible for and pay for the inspection and maintenance of the Improvements. For the purpose of this Agreement, construction shall be considered complete when FDOT's engineers certify completion to the SBDD District Director and SBDD accepts such certification in writing. Failure to notify the FDOT of rejection of certification by SBDD within two (2) months of receipt of certification shall be deemed to be SBDD's acceptance of completion.

18. FDOT shall be responsible to repair any damage determined to be caused by FDOT to adjacent properties as a result of its construction, inspections, maintenance or lack of maintenance of the Improvements, without waiving any defenses or admitting any liability thereto or absolving any of FDOT's contractors or subcontractors or third parties from liability for their own actions.

19. SBDD shall notify FDOT of any necessary repairs or maintenance of the Improvements and provide FDOT a reasonable opportunity to perform the repairs or maintenance. If, after providing notice and an opportunity to cure, SBDD undertakes to perform the repairs or maintenance, SBDD's responsibility for maintaining the Improvements shall consist primarily of maintaining flowage through the Twin-96" Spiral Rib Aluminized Steel Culverts and maintaining the integrity and flow characteristics of the Twin-96" Spiral Rib Aluminized Steel Culverts at SBDD's costs and SBDD shall be responsible for any damage to FDOT's roadway caused by SBDD's negligence. All costs incurred by SBDD under this Agreement except that which is caused by SBDD's negligence shall be reimbursed by FDOT to SBDD.

20. If SBDD determines there is an emergency condition within the area of the Improvements which requires immediate attention, SBDD agrees to make an attempt to first notify FDOT of such condition. If however, SBDD is unable to contact FDOT, or FDOT is not able to immediately respond to the emergency and the situation is adversely impacting the SBDD system, SBDD shall have the right to alleviate or correct the adverse condition.

21. In a non-emergency situation, if SBDD requires the use of the Canal No. 4 Area, SBDD will give FDOT reasonable notice of at least fifteen (15) calendar days of SBDD's intent to use the Canal No. 4 Area along with the time frame and nature of the work to be performed. Such use shall not intentionally interfere with the Improvements or FDOT's authorized use of the Canal No. 4 Area.

22. At all times following the execution of this Agreement, FDOT agrees to allow SBDD access to and through the Improvements across the Subject Property.

23. If FDOT maintains liability and property damage insurance as described in this Agreement, SBDD agrees that it shall first direct its claims for damages arising out of this Agreement against the insurance which is provided, however, in the event said insurance is not in place or is insufficient to cover any claims of the SBDD, SBDD may proceed directly against FDOT and its contractor(s), as provided by law. FDOT further agrees that FDOT will, upon request, provide SBDD with copies of all applicable insurance policies pursuant to this paragraph, that SBDD shall be a named insured and SBDD shall be given notification in writing from the insurance company of any changes in the status of the insurance obtained by FDOT at least thirty (30) days prior to the effective date of said changes and at least thirty (30) days prior to cancellation of said insurance.

24. To the extent provided by law FDOT shall indemnify, defend and hold harmless SBDD against any actions, claims, or damages arising out of, relating to, or resulting for negligent or wrongful act(s) of FDOT, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by FDOT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not

constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section, 768.28, nor shall the same be construed to constitute agreement by FDOT to indemnify SBDD for the negligent acts or omissions of SBDD , its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by FDOT or SBDD to be sued by third parties in any manner arising out of this agreement.

25. FDOT's obligations under this Agreement are assignable in whole or in part to a successor which shall be responsible for all obligations of FDOT stated herein. Such assignment by FDOT to a successor shall be subject to the approval of the SBDD Board of Commissioners. Such approval by the SBDD Board of Commissioners shall include approval of the document affecting said assignment, and an acknowledgement in writing that the assignee has read and understands the assignment which must provide that the assignee agrees to perform FDOT's obligations hereunder and to be bound by the terms of this Agreement. Upon the delivery of said document to SBDD and upon approval of said document by the SBDD Board of Commissioners, FDOT shall have no responsibility to perform pursuant to the terms of this Agreement. However, FDOT and any subsequent assignor will continue to be liable for any damage arising out of the events which occurred prior to the assignment of such party's obligations as stated herein.

26. Any actual costs and expenses to be paid by FDOT under this Agreement shall be paid in accordance with Section 215.422, Fla. Stat. upon receipt of a statement for same with support documentation (invoices and the like) for all charges shown. These costs are not intended to include normal maintenance activities of SBDD.

27. In the event payment is not received within forty (40) days from the billing of such charges, SBDD shall be entitled to pursue a claim against FDOT. For any court action on this matter, SBDD may file suit in Broward County for any unpaid sums alleged to be due SBDD, as well as attorney's fees and interest.

28. FDOT, by signing this Agreement, acknowledges that SBDD is only permitting occupancy of the Canal No. 4 Area by the Improvements and that SBDD has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements.

29. Both before and after completion by FDOT and acceptance by SBDD of the Improvements, FDOT shall at all times provide SBDD with the name and phone number of an individual or individuals who shall be available 24/7 to answer questions and complaints regarding the responsibility of the inspection and maintenance of the Improvements.

30. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to SBDD:

South Broward Drainage District
Attn: District Director
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

with a copy to SBDD's Attorney:

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

As to FDOT:

Florida Department of Transportation
Attn: Director of Operations
3400 West Commercial Boulevard
Ft. Lauderdale, Florida 33309

With copy to:

FDOT General Counsel
3400 West Commercial Boulevard
Ft. Lauderdale, Florida 33309

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests, or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

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

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

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

34. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with Subject Property and binding upon all owners of such land, as their interest may appear.

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

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

require.

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

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

39. Whenever approvals of any nature are required by any party to this Agreement, it is agreed that same shall not be unreasonably withheld.

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

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

42. FDOT, their assigns or designees shall have the right to use any SBDD easement area or right-of-way to inspect or maintain the Improvements.

43. This Agreement shall not be recorded in the public records.

44. Notwithstanding anything to the contrary set forth in this Agreement, except in an emergency situation as stated in paragraph 20, SBDD or its contractors, in exercising SBDD's rights under this Agreement shall not interfere with traffic flow or operations of I-75 without prior approval from FDOT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"SBDD"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Attest:

Witness Signature

Robert E. Goggin, IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2015 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 _____, 2015.
(NOTARY SEAL OR STAMP)

Notary Public

"FDOT"
(Florida Department of Transportation)

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By:

Print Name and Title:

Attorney Approved as to Form

Attorney Approved as to Form

STATE OF FLORIDA)
)§
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2015 by _____ as _____ of FDOT, an agency of the State of Florida. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2015.
(NOTARY SEAL OR STAMP)

Notary Public

EXHIBIT "A"
FDOT I-75 RIGHT-OF-WAY DESCRIPTION
(SUBJECT PROPERTY)

EXHIBIT "A"

LEGAL DESCRIPTION:

A part of the Southeast one-quarter (SE 1/4) of Section Twenty one (21), in Township Fifty one (51) South, Range Forty (40) East, and a part of the Southwest one-quarter (SW 1/4) of Section Twenty two (22), Township Fifty one (51) South, Range Forty (40) East, with said lands being more particularly described as follows:



The east forty eight (48.00') feet of said Section Twenty one (21), together with the west fifty two (52.00') feet of said Section Twenty two (22), lying under State Road 93, per The State Highway Right of Way Map, F.A. Project No. I-75-4(13) 2/9, State Road 93, Section 86075-2402.

Said lands lying and being in Broward County, Florida.

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) This Sketch and Legal Description conforms to the guidelines established in Chapter 5J-17.052 (Standards of Practice) of Florida's Administrative Code, pursuant to Section 472.027 of the Florida Statutes.
- 3) Bearings refer to the East line of the Southeast one-quarter of Section 21, Township 51 South, Range 40 East, said line having a bearing of North 1°47'34" West, with said line being considered a well monumented line.
- 4) Not valid without the signature and original raised seal of the Florida Professional Surveyor and Mapper in responsible charge.
- 5) Modifications to this data by anyone other than the signing party is prohibited without the express written consent of the signing party.
- 6) This Sketch and Legal Description consists of Sheets 1 through 2, and no portion is complete or valid without the rest.

LEGEND:

-  Baseline of Survey
-  Section Corner
- P.I. Point of Intersection
- P.C. Point of Curvature
- P.T. Point of Tangency
- Δ Curve Delta
- D Degree of Curve
- T Tangent
- L Curve Length
- R Curve Radius
- LB Licensed Business
- PSM Professional Surveyor and Mapper
- Inc. Incorporated
- SR State Road
- No. Number
- STA. Baseline Station
- SEC. Section
- TWP. Township
- RGE. Range

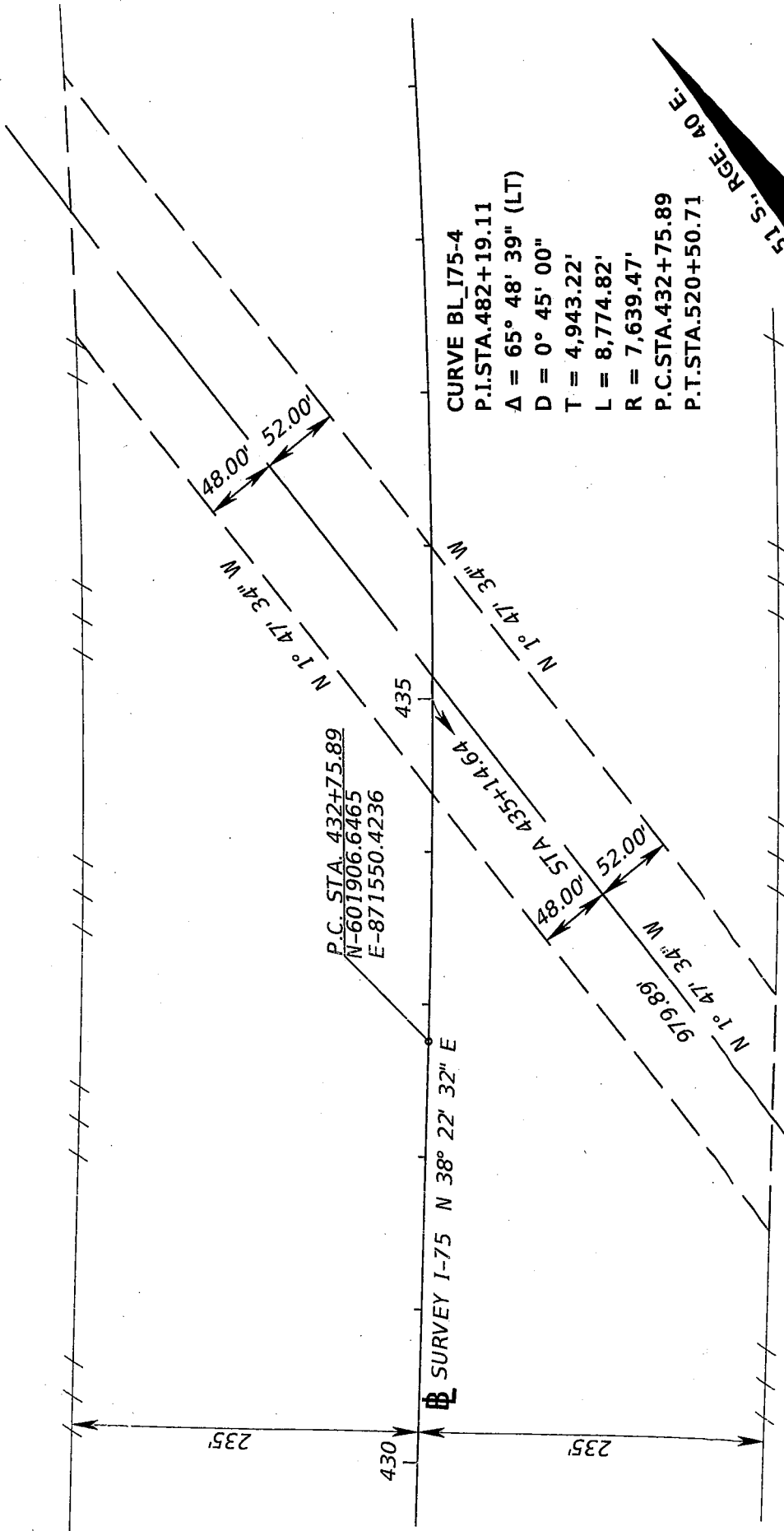
For the firm
Wantman Group, Inc.
Florida Licensed Business No. 7055

By: _____ Date: _____

Samuel T. Hall,
Florida Professional
Surveyor and Mapper No. 6644

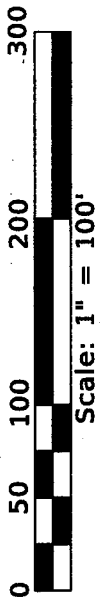
		FLORIDA DEPARTMENT OF TRANSPORTATION	
		SKETCH AND LEGAL DESCRIPTION	
		STATE ROAD NO. 93	BROWARD COUNTY
		BY	DATE
		DRAWN	S.T.H. 10/19/2015
		CHECKED	J.E. 10/20/2015
		PREPARED BY:	DATA SOURCE:
		WANTMAN GROUP, INC.	
REVISION	BY	DATE	F.P. NO. N/A SECTION 86075-2402 SHEET 1 OF 2

EXHIBIT "A"



CURVE BL_I75-4
 P.I. STA. 482+19.11
 $\Delta = 65^\circ 48' 39''$ (LT)
 $D = 0^\circ 45' 00''$
 $T = 4,943.22'$
 $L = 8,774.82'$
 $R = 7,639.47'$
 P.C. STA. 432+75.89
 P.T. STA. 520+50.71

SEC. 21, TWP. 51 S., RGE. 40 E.



FLORIDA DEPARTMENT OF TRANSPORTATION		STATE ROAD NO. 93		BROWARD COUNTY	
SKETCH AND LEGAL DESCRIPTION		BY	DATE	PREPARED BY:	DATA SOURCE:
REVISION	BY	DATE		WANTMAN GROUP, INC.	
			10/19/2015		
			10/20/2015	F.P. NO. N/A	SECTION 86075-2402
					SHEET 2 OF 2

N-601116.6850
 E-871726.3500

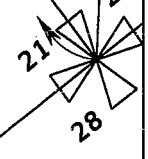
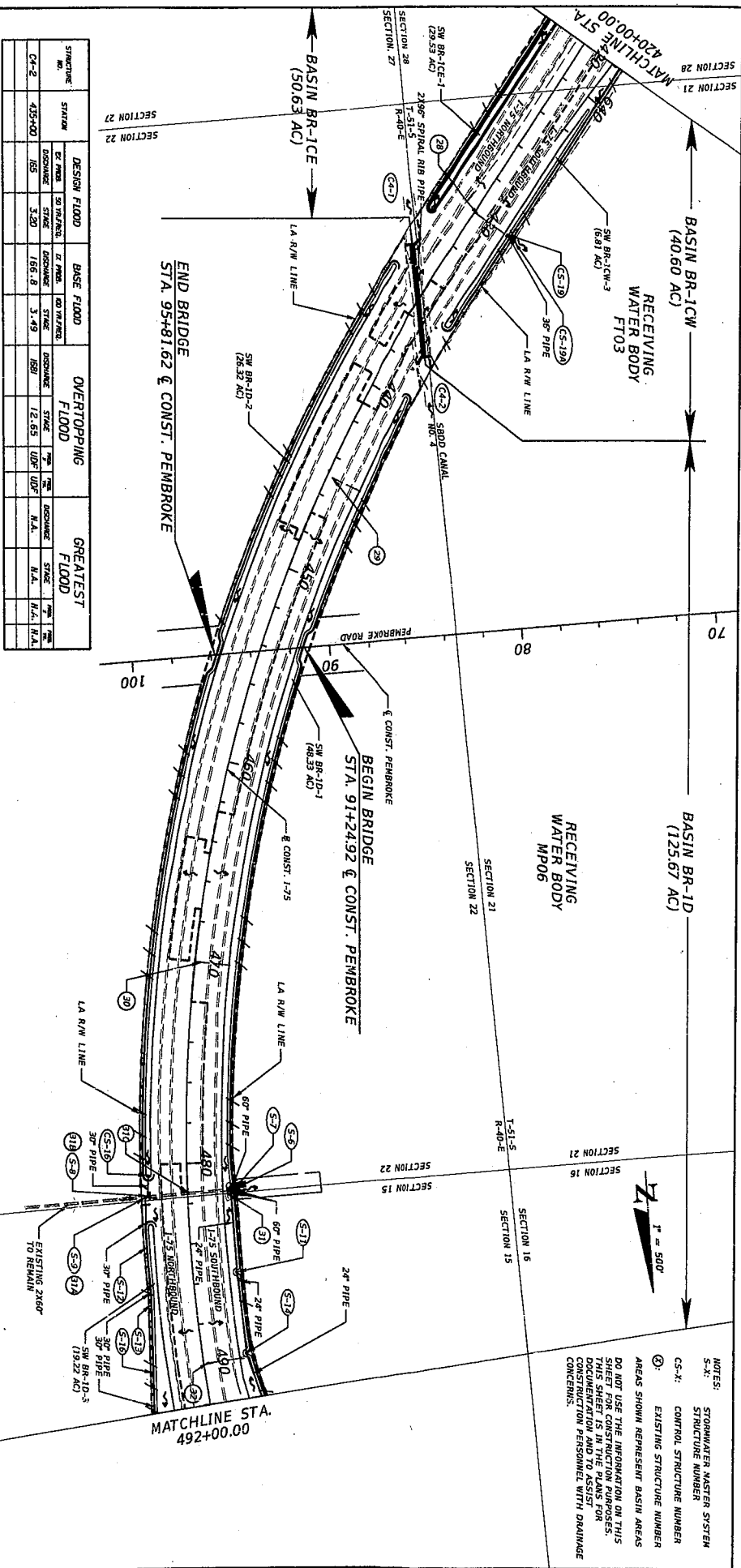


EXHIBIT "B"
PLANS FOR THE IMPROVEMENTS



STRUCTURE NO.	DESIGN FLOOD		BASE FLOOD		OVERTOPPING FLOOD		GREATEST FLOOD	
	STAGE	DISCHARGE	STAGE	DISCHARGE	STAGE	DISCHARGE	STAGE	DISCHARGE
CS-2	435.00	165	3.20	166.8	3.49	168	12.65	100'
								100'
								N.A.
								N.A.

NOTES: THE HYDRAULIC DATA IS SHOWN FOR INFORMATIONAL PURPOSES ONLY, TO INDICATE THE FLOOD DISCHARGES AND WATER SURFACE ELEVATIONS WHICH MAY BE ANTICIPATED IN ANY YEAR. THIS DATA WAS GENERATED USING HEAVY VARIABLE FLOODS DETERMINED BY A STUDY OF THE WATERSHED, AND ASSUMES THAT THE FLOODS ARE UNUSUAL PARTICIPANT OF ANTICIPATED CONDITIONS, URBANIZATION, CHANNELIZATION, AND LAND USE. USERS OF THIS DATA ARE CAUTIONED AGAINST THE ASSUMPTION OF PRECISION WHICH CAN NOT BE ATTAINED. DISCHARGES ARE IN CUBIC FEET PER SECOND AND STAGES ARE IN FEET, MVD, 1988.

DEFINITIONS:
DESIGN FLOOD: THE FLOOD SELECTED BY F.O.D.T. TO BE USED TO ASSURE SUFFICIENT LEVEL OF PROTECTION.
BASE FLOOD: THE FLOOD HAVING A 1% CHANCE OF BEING EXCEEDED IN ANY YEAR, (100 YR. FREQUENCY).
OVERTOPPING FLOOD: THE FLOOD WHERE FLOW OCCURS ABOVE THE HIGHWAY (OR OTHER WATERBORN DIVIDE OR OTHER EMERGENCY RELIEF STRUCTURES).
GREATEST FLOOD: THE MOST SEVERE FLOOD WHICH CAN BE PREDICTED WHERE OVERTOPPING IS NOT PRACTICABLE, NORMALLY ONE WITH A 0.2% CHANCE OF BEING EXCEEDED IN ANY YEAR, (500 YR. FREQUENCY).

UOF: UNDEFINED

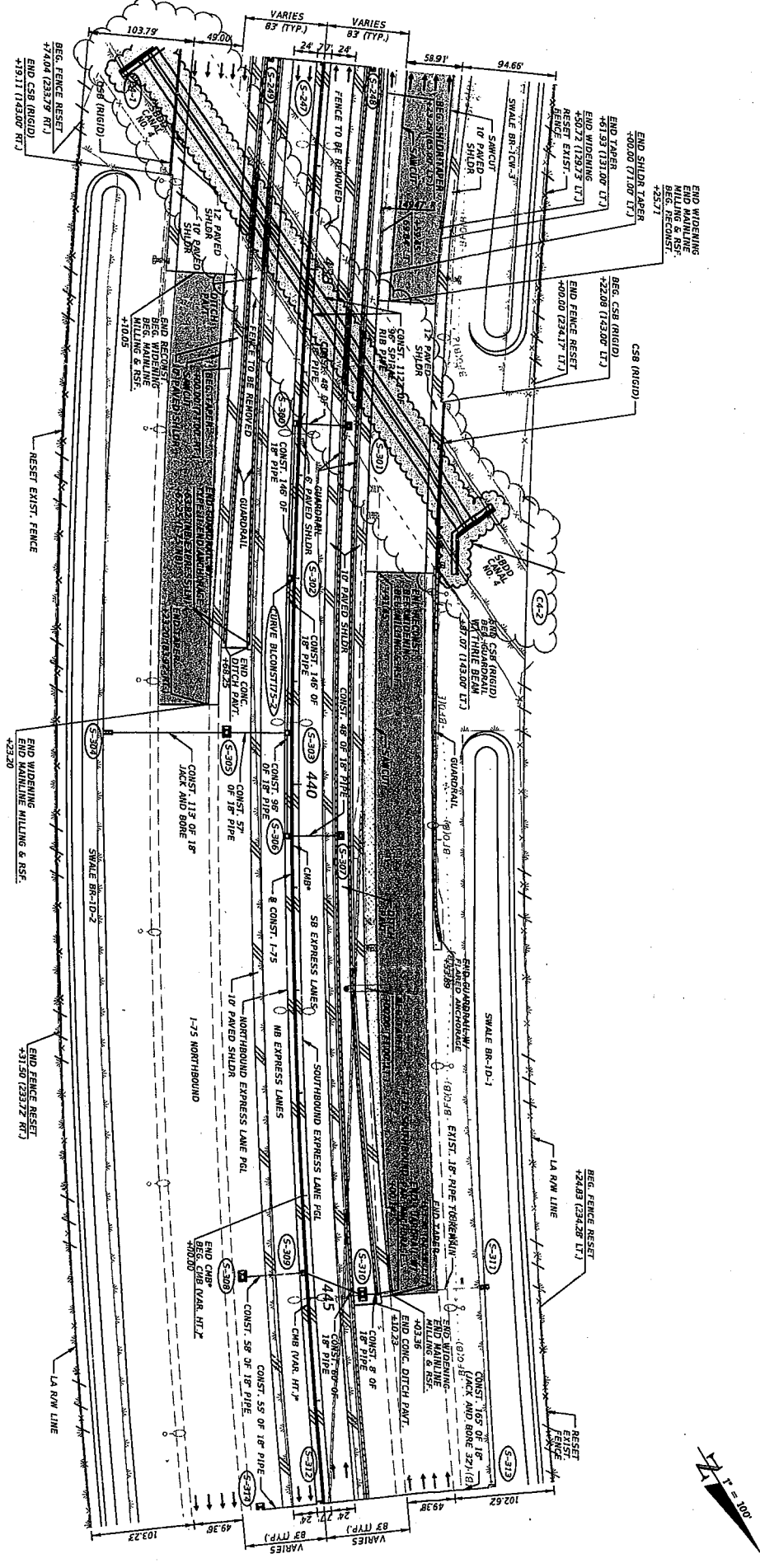
REVISIONS:

DATE	DESCRIPTION	BY	APP'D

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FINANCIAL PROJECT ID
ROAD NO. 93
COUNTY BROWARD
DATE 6/16/2015

DRAINAGE MAP (2)

SHEET NO. 4



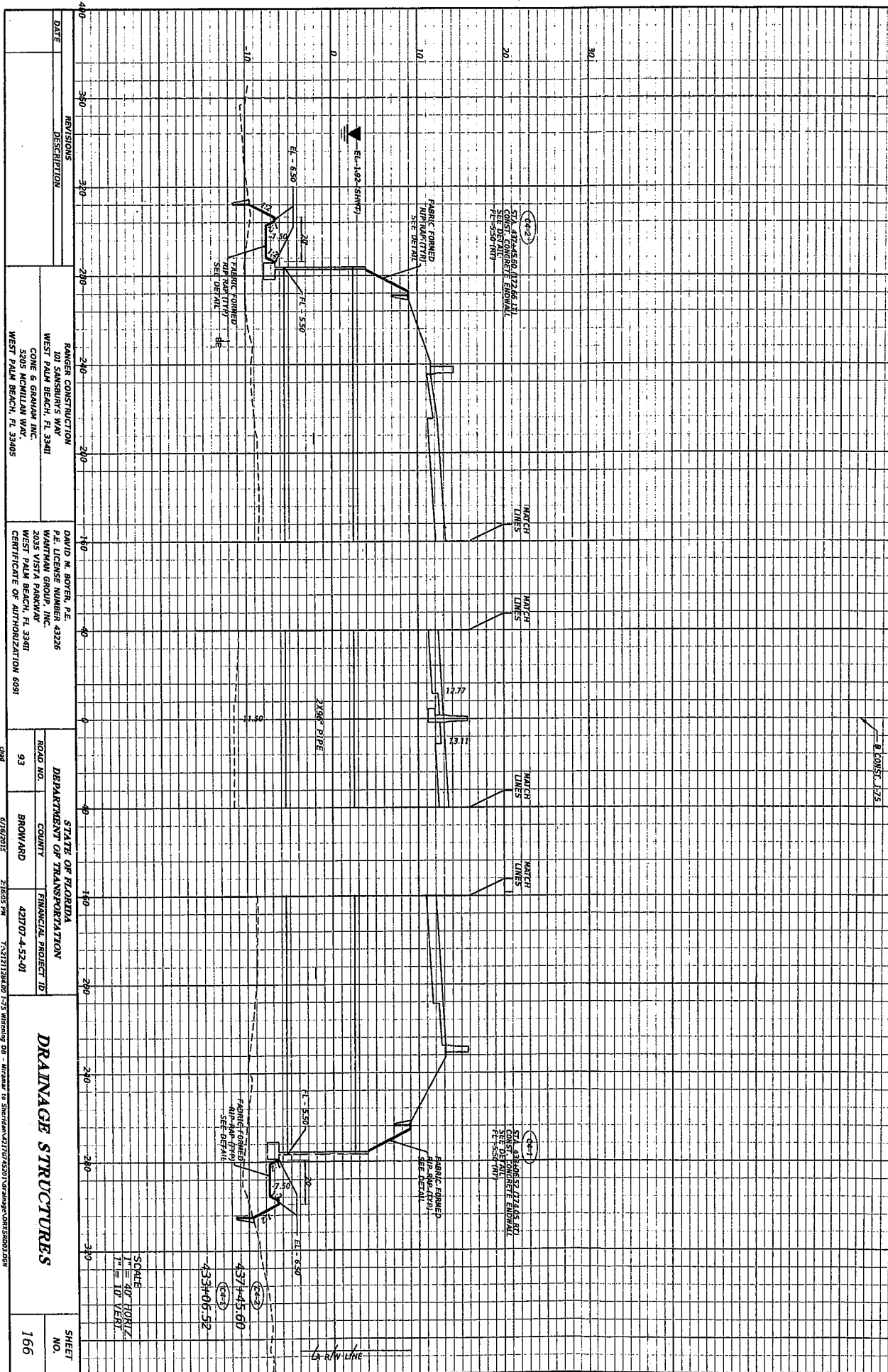
- * W/ OPAQUE VISUAL BARRIER
- EXISTING WETLANDS
- PAVED SHOULDER
- WIDENING
- MILLING AND RESURFACING

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

RELEASED FOR CONSTRUCTION DATE: 6/16/2015
 BY: (HUR) BY: (DOT)
 CONTRACT E4N88

DATE		REVISIONS	
DESCRIPTION		RANGER CONSTRUCTION	
WEST PALM BEACH, FL 33401		101 SANSBURY'S WAY	
5305 MCWILLIAM WAY		CONE & GRAYAN, INC.	
WEST PALM BEACH, FL 33405		DAVID S. WANTMAN, P.E.	
F.L. LICENSE NUMBER 47512		2035 VISTA PARKWAY	
WEST PALM BEACH, FL 33401		CERTIFICATE OF AUTHORIZATION 6091	
STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
COUNTY		FINANCIAL PROJECT ID	
BROWARD		421707-4-52-01	
ROAD NO.		ROADWAY PLAN (7)	
93		SHEET NO.	
6/16/2015		52	

EXHIBIT "B"



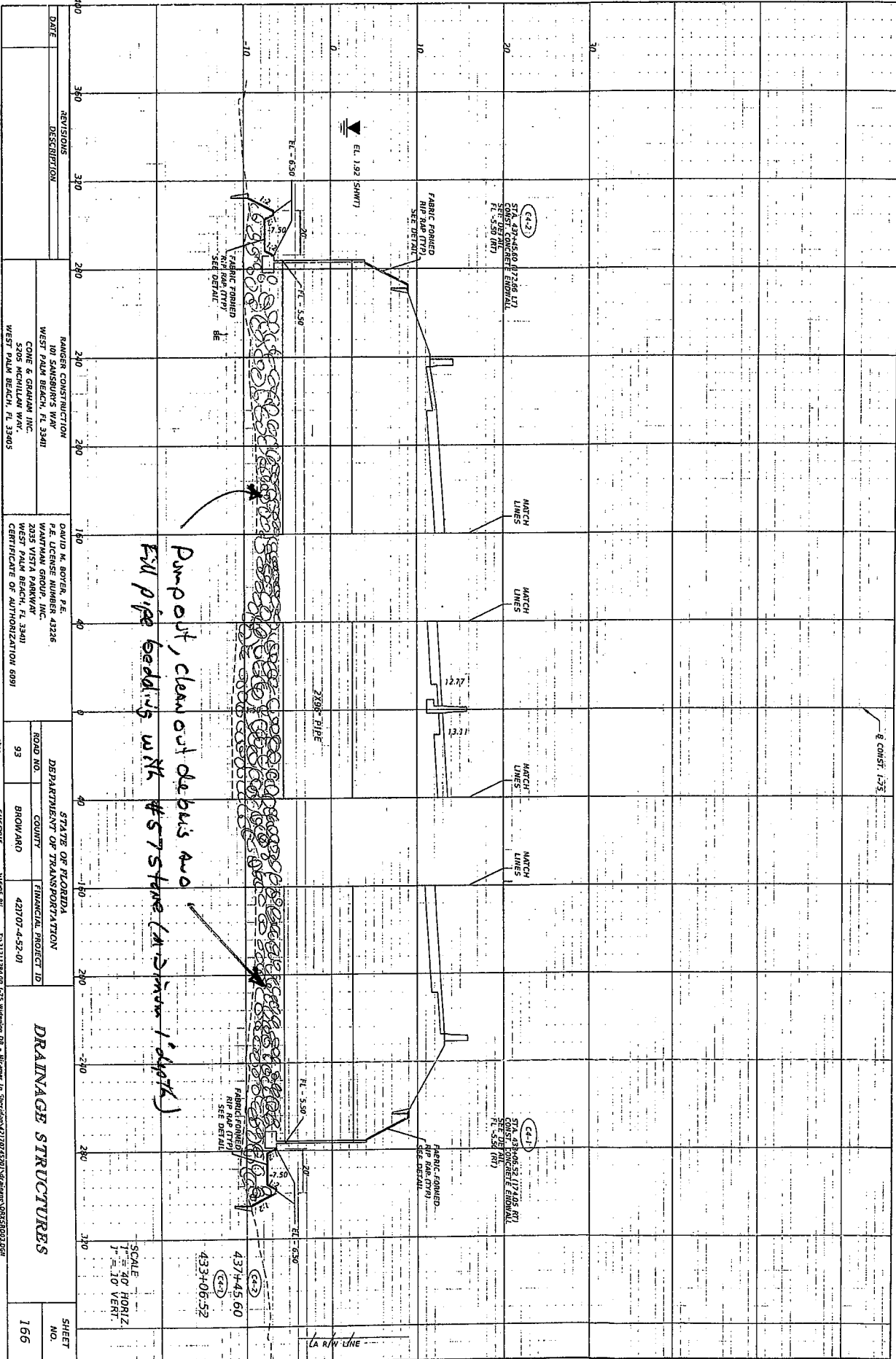
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61615-23.003, F.A.C.

RELEASED FOR CONSTRUCTION DATE:
 Review for general compliance with contract documents. Sole responsibility for correctness of dimensions, field quantities, and safety during fabrication and erection shall remain with the contractor.
 FPID 421707-4-52-01 & 421707-4-52-02 CONTRACT E&NB
 BY: (HDR) BY: (FDT)

DATE	REVISIONS DESCRIPTION	RANGER CONSTRUCTION 101 SHAWBURN'S WAY WEST PALM BEACH, FL 33411 CONE & GARRARD INC. 5205 MICHELAN WAY WEST PALM BEACH, FL 33405	DAVID W. BOTTEN, P.E. P.E. LICENSE NUMBER 43226 2025 VISTA PARKWAY WEST PALM BEACH, FL 33411 CERTIFICATE OF AUTHORIZATION 6991	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 93 COUNTY BROWARD FINANCIAL PROJECT ID 421707-4-52-01	SHEET NO. 166
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6/16/2015 2:05 PM T:\312124\09 173 widening 08 - W\2mm\10 Surfaces\421707\501\Drawings\DRN50032.dwg

EXHIBIT "B"



DATE	REVISIONS	DESCRIPTION	RANGER CONSTRUCTION WEST PALM BEACH, FL 33411 CONE & GIBBARD, INC. 520 S. PALM AVENUE WEST PALM BEACH, FL 33405	DAVID M. BOYER, P.E. E. LINDSEY BOYER 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411 CERTIFICATE OF AUTHORIZATION 6091	DEPARTMENT OF TRANSPORTATION COUNTY BROWARD	FINANCIAL PROJECT ID 421707-4-52-01	SHEET NO. 166

DRAINAGE STRUCTURES

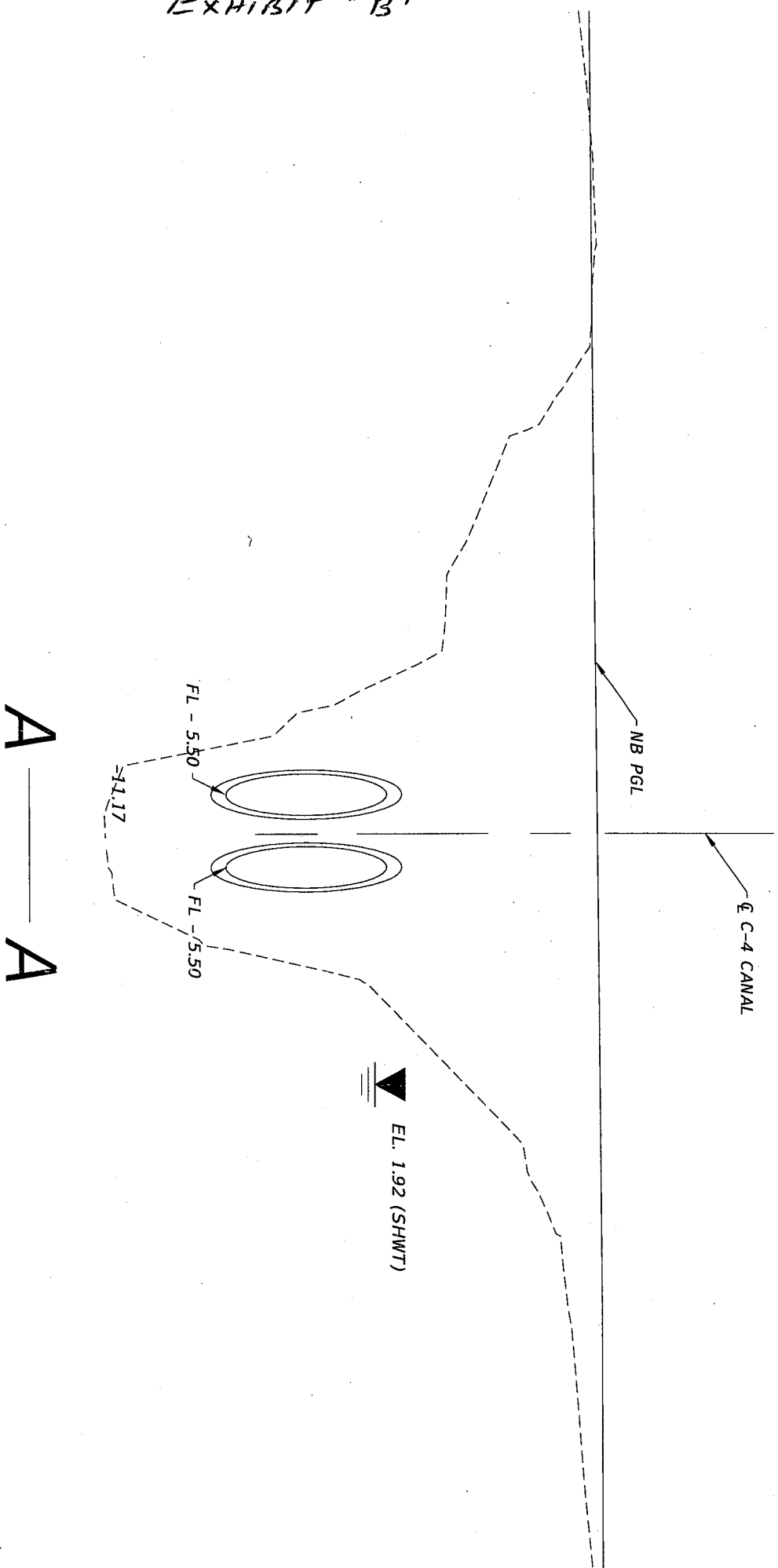
SCALE
1" = 10' HORIZ.
1" = 10' VERT.

Pumpout, clean out debris and
fill pipe bedding with #57 Stone (in 2' zones / 1' depth)

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE
SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

RELEASED FOR CONSTRUCTION DATE:
Review for general compliance with contract documents. Sole responsibility for correctness of
dimensions, details, quantities, and safety during fabrication and erection shall remain with the contractor.
FPID 421707-4-52-01 & 421707-4-52-02 CONTRACT E&MS
BY: (HDR) BY: (FDDT)

EXHIBIT "B"



A — A

EXHIBIT "C"
CANAL NO. 4 AREA DEPICTION

EXHIBIT "C"

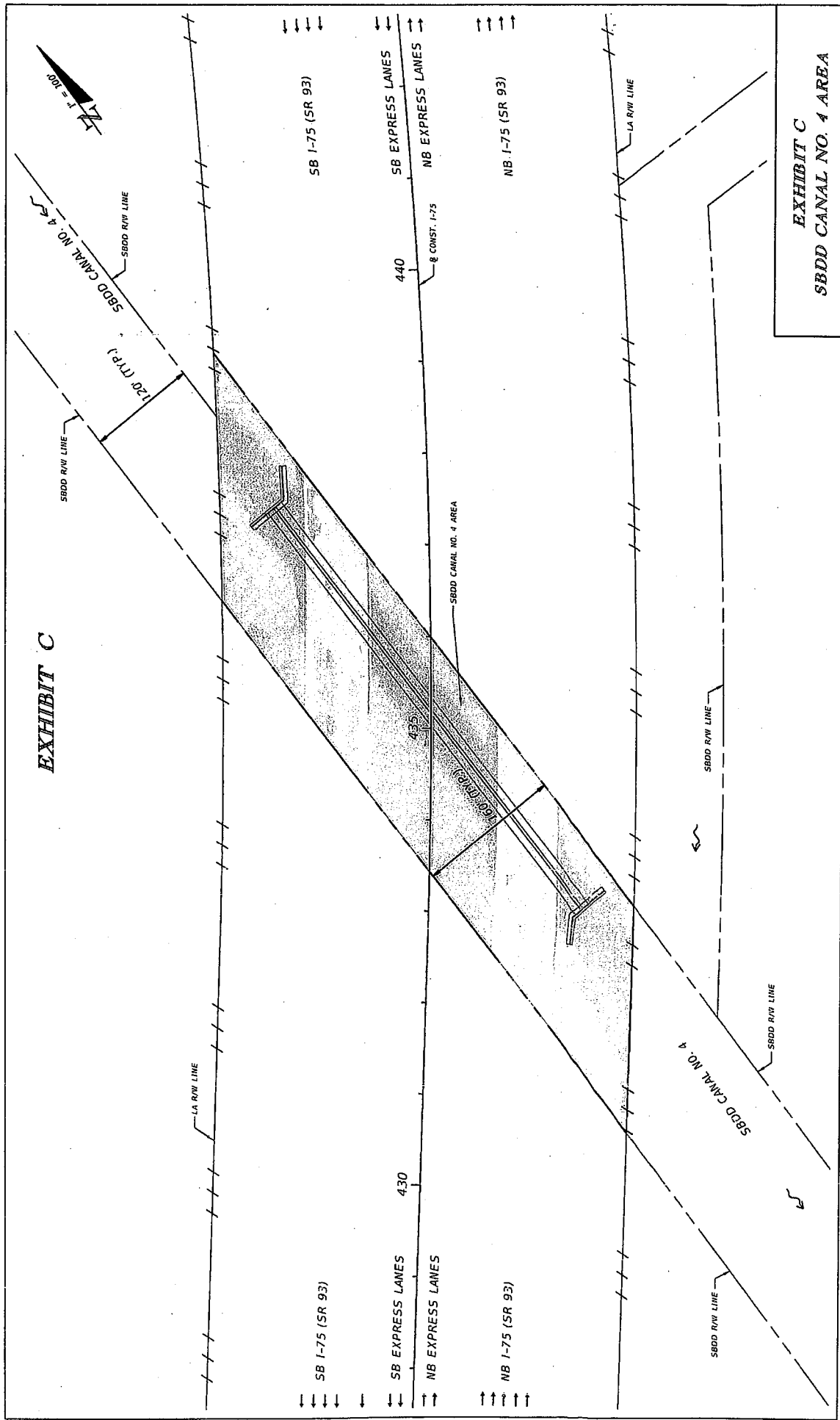


EXHIBIT C

EXHIBIT C
SBDD CANAL NO. 4 AREA

D:\Info\DWG 10/20/2015 11:57:11 AM P:\STRT\1284-00 TFS Working DB - Bureau to Street\DWG\1284-00\1284-00-SBDD-Exhibit.C

EXHIBIT "D"
SBDD'S REQUIREMENTS TO MAINTAIN THE IMPROVEMENTS

EXHIBIT "D"

MAINTENANCE REQUIREMENTS FOR 1-75 CULVERT CROSSING AT SBBD C-4 CANAL

ANNUALLY

1. FDOT shall perform a visual inspection of the drainage culvert and all appurtenances (end walls, revetment, canal bank, canal bottom, etc.) and verify that all drainage facilities are functioning properly with no obstructions. Any sedimentation build-up over 6" at the ends of the culvert shall be removed.
2. Remove any debris, trash, dirt, leaves, mulch, sedimentation, etc. that is obstructing flow in through or out of the culvert.
3. Repair/restore any erosion issues along the canal banks and within the revetment protection system.
4. Repair any other deficiencies identified during the annual inspection.
5. Provide a written report to SBDD summarizing the findings in the annual inspection and identifying any corrective action and deficiencies.

EVERY THREE YEARS

1. FDOT shall perform a dive inspection for the full length of the culvert for sedimentation build-up and any deficiencies in the culvert. The culvert shall be cleaned as needed with a vac truck to remove any sedimentation build-up over 6".
2. The dive inspection shall include the canal bottom for a distance of 25 feet upstream and downstream of the culvert crossing to verify that there is no build-up of sedimentation that could impede flow. Any impediments to the flow channel shall be removed.
3. The dive inspection shall verify that the original size and shape of the culvert has not changed since the initial construction (or previous 3-year inspection report).
4. The dive inspection shall verify that the culvert is in good condition and has no visible signs of damage, deformations, leaks, gaps, intrusions, etc.
5. The dive inspection shall also verify that the revetment mat is in good condition and has no visible signs of damage, deformations, leaks, gaps, intrusions, etc.
6. Any deficiencies in the culvert or the revetment mat shall be immediately addressed and corrected by FDOT. All corrective action and repair work shall be coordinated with and approved by SBDD.

EXHIBIT "D"

7. Provide a written report to SBDD summarizing the findings of the dive inspection and identifying any corrective action and deficiencies.

EVERY FIVE YEARS

1. Provide an Engineer's re-certification of the I-75 drainage system, including the Canal No 4 Culvert Crossing in accordance SBDD Criteria.

FOLLOWING A MAJOR STORM EVENT

1. SBDD may require FDOT to perform a dive inspection of the culvert following a major storm event (ie: hurricane, tropical storm, or major unnamed storm). The purpose of this inspection will be to verify that the culvert and the revetment mat have not been damaged or otherwise impeded due to the impacts from the storm.
2. Any deficiencies in the culvert or revetment mat shall be immediately addressed and corrected by FDOT, including, but not limited to, the removal of sedimentation over 6".