

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

**NOVEMBER 17, 2016**

**Present:**

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

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

**Absent:**

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

Chair Hodges called the SBDD Board Meeting to order at 8:10 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 October 27, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

**04. DIRECTOR'S REPORT**

**A. INDUCTION & SWEARING IN OF NEW SBDD BOARD MEMBERS**

Ms. Lily Hodges introduced newly elected SBDD Commissioner Scott Hodges, and Commissioner Hodges took the Oath of Office and was sworn in as a new Commissioner.

Mrs. Patricia Good introduced newly elected SBDD Commissioner Thomas Good, and Commissioner Good took the Oath of Office and was sworn in as a new Commissioner.

Mrs. Patricia Good introduced newly elected SBDD Commissioner Vicki Minnaugh, and Commissioner Minnaugh took the Oath of Office and was sworn in as a new Commissioner.

**B. ELECTION OF OFFICERS FOR SBDD BOARD OF COMMISSIONERS**

Chair Hodges asked for nominations from the Board for the Office of Chair for the upcoming term. Commissioner Mersinger nominated Scott Hodges to serve as Chair for the up-coming term. Commissioner Minnaugh seconded the nomination. Hearing that there were no other nominations, Chair Hodges closed nominations for the new Chair; and the Board unanimously approved Scott Hodges as the Chair.

Chair Hodges asked for nominations from the Board for the Office of Vice Chair for the upcoming term. Commissioner Goggin nominated James Ryan to serve as Vice Chair for the up-coming term. Commissioner Santana-Woodall seconded the nomination. Hearing that there were no other nominations, Chair Hodges closed nominations for Vice Chair; and the Board unanimously approved James Ryan as Vice Chair.

Chair Hodges asked for nominations from the Board for the Office of Secretary for the upcoming term. Commissioner Santana-Woodall nominated Robert Goggin IV to serve as Secretary for the up-coming term. Vice Chair Ryan seconded the nomination. Hearing that there were no other nominations, Chair Hodges closed nominations for Secretary; and the Board unanimously approved Robert Goggin IV as Secretary.

Chair Hodges asked for nominations from the Board for the Office of Treasurer for the upcoming term. Commissioner Mersinger nominated Vicki Minnaugh to serve as Treasurer for the up-coming term. Commissioner Santana-Woodall seconded the nomination. Hearing that there were no other nominations, Chair Hodges closed nominations for Treasurer; and the Board unanimously approved Vicki Minnaugh as Treasurer.

The Board unanimously elected the following officers for the up-coming 2-year term:

- Chairperson - Scott Hodges
- Vice Chairperson - James Ryan
- Treasurer - Vicki Minnaugh
- Secretary - Robert Goggin IV

**C. SBDD RESOLUTION 2016-12 – ADOPTING POLICIES FOR THE SALE AND DISPOSITION OF SURPLUS LANDS (REAL PROPERTY)**

District Director Hart presented SBDD Resolution No. 2016-12 to adopt proposed Policies and Guidelines for the sale, transfer, or disposition of surplus land for the Board’s review and approval.

District Director Hart stated that Proposed Resolution No. 2016-12 is 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 that the Board shall be required to approve the sale or transfer of any surplus land. He said that there are no immediate financial impacts to this agenda item; and the approval of Resolution No. 2016-12 will establish such policies and guidelines.

Discussion ensued. Commissioner Minnaugh had concerns regarding the lack of the word “leasing”. She asked what happens if someone does not want to buy the land, but they

prefer to lease it. Can there be wording added that says “leasing”; and is there any reason that the District would not want to add the word leasing. Attorney Bell said that it can be done; and that leasing would fall under the same category as “transfer”.

Chair Hodges asked Attorney Bell if that would require any change in language. Commissioner Minnaugh asked what if it’s just defined as “transfer to include leasing”. Attorney Bell said that would be the easy way of doing it.

Commissioner Minnaugh said that she was thinking of the word leasing in the commercial/business sense. Commissioner Good agrees with Commissioner Minnaugh that leasing should be a consideration. He said he also recognizes that if there is a lease, it would be under a separate lease agreement. Commissioner Minnaugh agreed with Commissioner Good’s comments.

Chair Hodges asked if the adjacent property would have the right of first refusal; and shouldn’t they have some priority. Attorney Bell replied that if it’s a vacation, each adjacent property owner would get half, but if it’s a straight sale or transfer, he does not think we have to worry about that.

Commissioner Good had concerns on the appraised value of a property, and how a conflict would work itself out if there were differing appraised values on the property. He feels this should be addressed in terms of defining what the appraisal process entails. He also wanted to know who bears the cost of the appraisal. Attorney Bell stated that in the past, the District has borne the cost of the appraisal.

District Director Hart clarified that the guidelines state that the cost of the appraisal shall be paid for by the purchaser. He said that the possibility could exist that the purchaser gets their own, separate appraisal. Commissioner Good said that as a government agency, there are potentials for things to occur, which become a target for a developer or other party who believe that they can create great value out of something. He said that the District can get into a conflict over the appraised value of that property; and he thinks that it should be explained in advance so that the District is not stuck with that conflict, and winds up paying an incredible amount of attorney fees just to deal with it.

District Director Hart said that the District can add language that the appraiser would be selected by the District; and if they are certified and qualified, that it would substantiate the use of that appraisal, and that the purchaser will be paying for the cost of that appraisal. He said that the District can also add language that if there is a conflict between a second appraisal done independently by the Purchaser, that the District’s appraisal will take precedence.

Commissioner Good commented that he does not want the guidelines to talk about a conflict; and that the point he is trying to get to, is to define that process. He said that there are many options, and he would like to see it defined in the document on how the appraisal process works.

Mrs. Patricia Good suggested that with other government entities when they do an appraisal as required by statute, typically the buyers will do their own appraisal; and the process usually allows a third party to review the two appraisals; not another appraisal, but you have an appraiser that conducts a review of both appraisals and makes the determination.

Commissioner Minnaugh commented, that speaking as a realtor, you should be able to

determine what the value of a property is based on a “pencil search” in the area; if there is financing involved there will be an appraisal done on it, because the lender will require it; but if it’s a cash deal they may or may not get an appraisal. She said, “what does it matter; if you have a contract price for a certain amount of money, and it doesn’t appraise, then the buyer will either go with the deal or cancel it”. She said she wants to understand why the District is tip-towing around if there is a contract price for certain amount of money, you either want it, you close on it, or you cancel, and the District keeps the property. She said that she doesn’t care if there’s a conflict with the appraisals because it is irrelevant. She doesn’t understand why this cannot be a straight sale.

Commissioner Mersinger asked what the District’s responsibility was in this regard. Attorney Bell said that the District can put in whatever amount the District wants for the sale of the property. District Director Hart stated that the District tried to follow the state guidelines for South Florida Water Management District (SFWMD); and that SBDD does not have statutory guidelines on its disposition of surplus land. He said that to a certain degree, the District tried to mirror SFWMD’s process, but as mentioned by Attorney Bell, the District does not have to follow their guidelines specifically, because they don’t fall under the same heading in the statutes. SFWMD’s requirements are pretty clear, they have to sell land at, or above, the appraised value, but the District does not. He said that the District (SFWMD) can approve their own guidelines for the selling of property, but if the Board deems an appraisal is not necessary, it can be removed. He opined that placing it in would be good information to have; to obtain an appraisal of the land so that there is a good starting point, if the District were to advertise.

Attorney Bell read an excerpt of Florida statute 373.089 that states . . . “that any lands or interest or rights of land determined by the governing board to be surplus, may be sold by the District at any time by the highest price obtainable, however, at no occasion shall the selling price be less than the appraised value of the land or interests or rights of land as determined by a certified appraisal obtained within 360 days before the effective date of the contract or sale”. He said that this statute doesn’t apply to SBDD. He said that basically you get a price, then you get an appraisal, and you work the price from there.

District Director Hart clarified that if the Board elects to sell surplus land, and decides to place it out to bid, before the District places the advertisement, there are certain things they need to have in advance; one of the things would be an appraisal that the District would obtain, then they would place the advertisement where it will more than likely include the appraised value or minimum bid; next the District receives the bids; and that is it; the bid is the price. After that, if the purchaser wants, they can do an independent appraisal, or whatever they feel necessary to investigate the property, but once the District gets the bid on the sale, that is the sale price, and there is no negotiation at that point because they are bids, and the District will choose the highest bid. He said that the way the guidelines are written, if the District does not get a bid at, or above, the appraised value, they still have the right to take the best bid, if the Board deems that it is in the best interest of the District. The District would have the right to do that without having to re-advertise a second time for a bid. The appraisal is just to give the District a starting point on the price as Commissioner Minnaugh commented earlier.

District Director Hart stated that on the transfer of land, there is language that the District can waive the requirement for an appraisal. He said that there is really no need to get an appraisal on property that the District will be transferring to an adjacent property owner.

He said that is how the guidelines are set up, but additional language can be added if

something did come up in the future, as far as a second appraisal. However, once it is bid, that is the price, and the bidder is basically establishing their price point for the land.

Chair Hodges asked if there was language that says “if the District does not get the minimum bid that they don’t have to sell”. District Director Hart replied yes; and there is also language that says the Board may determine that it is appropriate and in the best interest, to sell surplus land to the adjacent property owner without having to advertise a sale or to obtain bids.

Commissioner Minnaugh asked if the District has to go through a bidding process, or can they go through a commercial broker to attract more potential buyers. Attorney Bell replied that he thinks it has to be bid; but if it is being sold to a governmental entity, then it is not necessary.

Commissioner Minnaugh asked if, for example, a bank wanted to purchase the surplus land from the District, would the District still have to place it out for bid and open it up to other people because it is not a government entity that is interested in buying it; it’s the bank that is already there; they wanted additional parking. She wanted to know if it would have to go through a bidding process, or can the District sell it. Attorney Bell replied he is not sure, he needed to do further research.

Commissioner Good commented that District Director Hart made reference to the fact that you would not need to get an appraisal for a property that you are going to transfer. He asked how do we value the assets of this District, and is that considered as part of the value of the District; and if you’re giving up land, why would you not want to know the value of the property that you are giving up. He also had concerns that there is no reference on the closing costs.

Chair Hodges stated that everyone raised some valid points and would like District Director Hart and Attorney Bell to do further research, and bring this item back at the January Board meeting for further discussion and approval.

**D. APPROVAL OF CONTRACT WITH CPZ ARCHITECTS, INC. FOR ARCHITECTURAL SERVICES FOR SBDD GARAGE BUILDING EXPANSION PROJECT**

District Director Hart stated that in accordance with the Consultant’s Competitive Negotiation Act (CCNA), he 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.

The cost of this contract 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.

District Director Hart informed the Board that he had several meetings with Mr. Chris Zimmerman, Principal; and that he was very impressed with the meetings; and how Mr. Zimmerman approached the project; and his enthusiasm on working with the District on this project. He said he seems to have a good understanding of the scope of the job, and the fact that this is a garage building. He was very pleased with how Mr. Zimmerman presented the proposal and the interaction they had.

Commissioner Goggin moved for 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. Motion was seconded by Commissioner Santana-Woodall.

Commissioner Mersinger commented that she knows that the whole project was budgeted at \$400,000, and asked if the architect's fee was included in this budget. District Director Hart replied, typically it equates to 10% of the construction cost.

The question was called and it was carried unanimously.

#### **E. VARDAMIN PROPERTY EASEMENT VACATION**

District Director Hart stated that 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" to the south. 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.

District Director Hart said that in discussing and coordinating the outfall with the Vardamins, he indicated that there may not be a need to keep the entire length of the easement. He said SBDD would go back, once the pipe was placed, and review and work with them to vacate the portion that is no longer necessary; and that is the purpose of this request.

He said that the pipe skews across the property, and staff determined that the south 50' is not necessary to maintain the pipe. SBDD staff has reviewed the request and has no objections.

District Director Hart requested approval of a partial vacation and to release its interest in the Drainage Easement previously recorded under OR Book 39382, Pages 1312-1313, BCR.

Commissioner Minnaugh moved for approval of a partial vacation and to release its interest in the Drainage Easement previously recorded. Motion was seconded by Vice Chair Ryan and it was carried unanimously.

Commissioner Good requested that when presenting these requests to the Board in the future, that the Director clearly defines what is being recommended.

#### **E. OTHER**

- **Holiday Luncheon** – The Holiday Luncheon is scheduled for Friday, December 16, 2016 at 1:00 p.m.
- **Cost of Reconditioning of S-1 and S-7 Engines** - District Director Hart stated that there was a request to provide the Board with the additional costs associated with reconditioning of the District's diesel engines at the S-1 and S-7 pump stations. He explained in detail what those cost would be, and said that the total additional cost would be \$4,304.32; this includes all of the time to disassemble and re-assemble the engines; and part of those costs would be incurred whether the District would rebuild or replace the engines.
- **Summary of Wet Season** – District Director Hart reported that South Florida is in good shape heading into the dry season. The last 12 months was the wettest 12-month period since 1995 and 2<sup>nd</sup> wettest 12-month period since 1960. The District is in conservation mode, and all the gates are closed.
- **Update on S-8 Pump Station** – Mr. Thompson delivered the engine up to Ring Power this week, and the cost on the rebuild came in below the estimate. He is continuing to coordinate with the adjuster; the building has already been cleaned, and the control panels are under repair as well. He said they are waiting on a few other costs for the roof and painting, etc.

#### **05. Attorney Report:**

Today the Urban League is holding the legislative delegation meeting for the purpose of electing the Chair and Vice Chair of the delegation, and they will have a small gathering afterwards. It is open to the public and will be at 6:00 p.m. on 27<sup>th</sup> Avenue, South of Sunrise Boulevard.

#### **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 Minnaugh said that she heard a couple of the news commentators make a comment that now that Trump had won, that they were going to fight the EPA on the new definition of the Waters of the U.S. EPA would have control on every piece of water in the country, and the new standards are not achievable. Stay tuned.

Commissioner Goggin said that he watched a special on cyber attacks of state and federal agencies' critical infrastructure. He said it brought to his attention how the District just purchased all kinds of software to run their equipment via phone so that they can have more function and capability. He said that within that show, they spoke about how there is state and federal assistance for governmental infrastructure; to help make sure that the equipment we use is up-to-speed, and has what it needs to prevent a cyber attack. He said that the one thing they spoke about was small governmental entities, and how they are targets, and how they are used as tests for learning how to

attack bigger pieces of governmental infrastructures.

**08. MEETING DATE(S)**

A. **Regular Board Meeting** will be held on **Thursday, December 15<sup>th</sup> at 8:00 a.m.**

Adjournment at 9:25 A.M.

Respectfully submitted,

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Robert E. Goggin IV, Secretary  
South Broward Drainage District

/rim

DRAFT



\*\*\*MEMORANDUM\*\*\*

DATE: December 8, 2016  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Request to Purchase New Vehicle

Comments:

SBDD staff has researched pricing for the purchase of a new vehicle to replace one of the District's existing vehicles.

This is a request to purchase a new 2017 Ford Escape. The lowest price available for the purchase of a new 2017 Ford Escape is through the Florida Sheriff's Association Contract in the amount of \$18,060.00. The Florida Sheriff's Association Contract was awarded through a publically advertised, competitive bid process and therefore, the purchase of a vehicle through this contract does not require SBDD to publically advertise for bids.

SBDD has researched other pricing options for a comparable 2017 Ford Escape, and determined that the pricing through the Florida Sheriff's Association Contract is the most economical option. Informal pricing obtained from other local car/truck dealers exceeded \$24,500 in price.

I am requesting approval for the District to purchase a 2017 Ford Escape from Hub City Ford, Inc. under the Florida Sheriff's Association Contract in the amount of \$18,060.00.

Financial impacts to this Agenda Item: The purchase of the new vehicle will be funded through the General Operating Account as part of the District's 2016-2017 budget.

**This is to request approval for the purchase of a 2017 Ford Escape in the total amount of \$18,060.00. Funding for this project will come from the SBDD General Operating Account as part of the 2016-2017 Budget.**

**KH**  
**Attachments**

Fleet Department  
windrow1@windrowfleetsales.com



Phone: (800) 972-3673  
Office: (850) 398-6810  
Cell: (850) 393-4723  
Fax: (850) 398-6827

5-Dec  
JOE CERTAIN  
SOUTH BROWARD DRAINAGE DISTRICT  
954-680-3337 EXT 208  
954-680-3339  
JOE@SBDD.ORG

Contract # FSA16-VEL-24

Exterior Vehicle Color	Emergency Lighting:		Driver side	Passenger side
	Color	Lights		
Interior Vehicle Color	Color	Lenses		
We Appreciate your interest in the 2017/2018 Florida Sheriff's Association of counties purchasing contract. Listed below are items we discussed.				
	2017 FORD ESCAPE (U0F) SPEC #28			Price \$18,060.00
				\$18,060.00

Joe Windrow  
Fleet Sales Manager  
850-398-6810 Office  
850-393-4723 Cell

All vehicles will be ordered **WHITE** unless agency chooses a different color.  
Please return quote along with purchase order.

## \*\*\*MEMORANDUM\*\*\*

DATE: December 8, 2016  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Request to Purchase New Equipment

## Comments:

SBDD staff has researched pricing for the purchase of a 4-Wheel Drive Tractor with attachments for bush hogging/grass cutting (rotary mower) and a front-end bucket for loading of materials. In addition, the tractor will allow for the attachment of a small back hoe in the future.

The main purpose of this piece of equipment is to provide SBDD the ability to maintain its right-of-way and easement areas with in-house staff and equipment. Previously, SBDD has contracted out this type of work. In addition, this equipment will allow SBDD to perform small, miscellaneous grading and excavation work through a simple switching out of attachments on the tractor. SBDD staff believes that this equipment will be ideal for maintaining the District's field area, easement areas, and right-of-way areas, and in performing small, miscellaneous drainage improvement projects.

This is a request to purchase the following equipment:

- 2017 Massey Ferguson 1742 Tractor
- Land Pride RCF2760 60" rotary cutter with front & rear chain guards
- Massey Ferguson DL125 Loader package with 66" bucket

The lowest price available for the purchase of this equipment is through the Florida Sheriff's Association Contract in the amount of \$33,589.00. The Florida Sheriff's Association Contract was awarded through a publically advertised, competitive bid process and therefore, the purchase of a tractor through this contract does not require SBDD to publically advertise for bids.

Standard equipment on the Massey Ferguson 1742 tractor and front-end loader includes: 41.6 rated engine HP, 1.7L; 3-cylinder turbocharged and intercooled diesel engine; 4WD; meets Tier 4 Final clean air emissions requirements; sealed wet disc brakes; hydrostatic power steering; and front and rear working lights, one-piece main frame front-end loader with 2,535 lbs lift capacity (at 24"); and 66" bucket.

I am requesting approval for the District to purchase a 2017 Massey Ferguson 1742 Tractor, Land Pride RCF2760 60" rotary cutter with front & rear chain guards, and a Massey Ferguson DL125 Loader package with 66" bucket from Kelley Tractor Company in the amount of \$33,589.00.

Financial impacts to this Agenda Item: The purchase of the new equipment will be funded through the General Operating Account as part of the District's 2016-2017 budget. The costs will be split between line items 1785 - Equipment (\$30,506) and 1685 - Landscaping/Mowing/Clearing (\$3,083).

**This is to request approval for the purchase of a 2017 Massey Ferguson 1742 Tractor, Land Pride RCF2760 60" rotary cutter with front & rear chain guards, and a Massey Ferguson DL125 Loader package with 66" bucket from Kelley Tractor Company in the amount of \$33,589.00. Funding for this project will come from the SBDD General Operating Account as part of the 2016-2017 Budget.**

**KH**  
**Attachments**



Kelly Tractor Co.  
Serving the Industry Since 1933  
ktccat@kellytractor.com  
www.kellytractor.com

December 5, 2016  
South Broward Drainage District  
Attn: Joe Certain  
(954) 275-1756

rev1205-HST

**REF: Quoted as per Florida Sheriff's Association Contract #FSA16-VEH14.0  
Specification# 21**

One new 2017 Massey Ferguson MF1742 Tractor:

- MF1742 3 Cylinder Turbocharged and Intercooled Diesel Engine Tier 4
- 41.6 Rated Engine HP, 1.7L
- 31.6 PTO HP @ 2500 RPM – Hydrostatic
- Servo-HST Electronic Hydrostatic Transmission with 3 Ranges, Cruise Control, Stall Guard, Max Speed Control, and Response Control
- 4WD Platform with Factory Installed Joystick with Mid-Coupler
- DL125 Loader Package with Grill Guard
- 66 inch Heavy Duty Skid Steer Type Loader Bucket
- Skid Steer Quick Attach
- Sealed Wet Disc Brakes
- Pedal Operated Differential Lock
- 3-Point Hitch Cat I with Position Control
- Telescopic Stabilizers and Draft Link Ends
- Lift Capacity@ 24" - 2,535 lb
- 10-16.5 6PR Front Industrial Tires
- 17.5L-24 6P R4 Rear Industrial Tires
- Hydrostatic Power Steering

**CONTRACT PRICING**

BASE MACHINE UNIT PRICE (2017 Massey Ferguson 1742)	\$22,600	A
 <u>Specified Options</u>		
DL125 PKG DL125 Loader Package w/ 66" Bucket	\$ 7,906	B
 <u>Non-Specified Options</u>		
72533772 MFCB75 Backhoe Loader	\$ 6,529	
72533776M Mounting Kit	\$ 1,339	
72533781M Hydraulic Connect Kit	\$ 399	
72533785M 16-inch Bucket with 3 Replaceable Teeth	\$ 459	
	<b>LIST PRICE TOTAL</b>	<b>\$ 8,726</b>
	<b>LESS 15% CONTRACT DISCOUNT</b>	<b>-1,309</b>
	<b>NON-SPECIFIED OPTIONS TOTAL</b>	<b>\$ 7,417 C</b>
	<b>CONTRACT TOTAL</b>	<b>\$37,923 A+B+C</b>
	<b>QUOTE GRAND TOTAL</b>	<b>\$37,923</b>

FOB South Broward Drainage District

Thank you for consideration of our product. Quote is valid for sixty days.

Greg Bennett  
Governmental Sales  
305-592-5374 ext 1121  
Cell 786-229-7037  
Fax 305-477-2024  
[greg\\_bennett@kellytractor.com](mailto:greg_bennett@kellytractor.com)

[www.kellytractor.com/Governmental](http://www.kellytractor.com/Governmental)

**Miami**  
8255 NW 58 St  
Miami, FL 33156  
(305) 592-5360  
FAX (305) 477-2024

**Davie**  
2901 Reese Rd  
Davie, FL 33314  
(954) 581-8181  
FAX (954) 581-6464

**West Palm Beach**  
5460 Okeechobee Blvd  
West Palm Beach, FL 33417  
(561) 683-1231  
FAX (561) 683-4591

**Clewiston**  
801 E Sugarland Hwy  
Clewiston, FL 33440  
(863) 983-8177  
FAX (863) 902-1000

**Naples**  
3638 Prospect Ave  
Naples FL 34104  
(239) 403-3636  
FAX (239) 403-7510

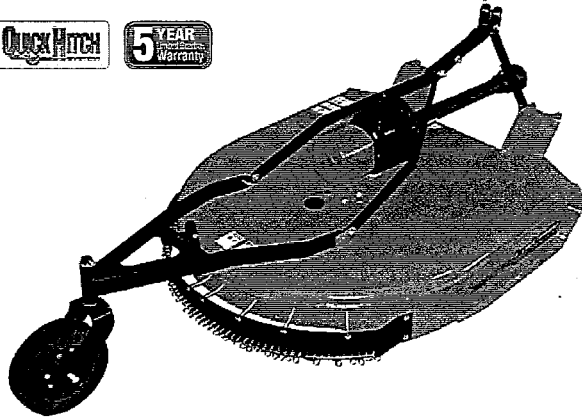
**Ft Myers**  
9851 Kelly Tractor Dr  
Ft Myers, FL 33905  
(239) 693-9233  
FAX (239) 693-8876

**Orlando (Cranes Only)**  
17300 E Colonial Dr  
Orlando, FL 32820  
(407) 568-8055  
FAX (407) 568-7701

# RCF27 Series - Medium Duty

RETURN TO INDEX

60/72: 35-130 HP • 84: 60-130 HP



Hitch: 60" & 72" Cat. 1\* or 2 (QH Adaptable)  
 84": Cat. 2 Std. or Cat. 3 QH Adaptable or Pull-Type  
 All Welded Deck  
 Deck Height:  
 60" & 72" is 11<sup>1</sup>/<sub>4</sub>"  
 84" is 10<sup>1</sup>/<sub>8</sub>"  
 Deck Thickness: 10 Gauge  
 Side Panels: 1/4"

Gearbox: 540 RPM, 130 HP  
 1<sup>3</sup>/<sub>8</sub>" - 6 Spline  
 Gearbox Output Shaft: 2"  
 Driveline: Cat. 4 with  
 4 Plate Slip-Clutch  
 Stump Jumper: 60" - 3/16" x 24" Round  
 72" - 3/16" x 30<sup>1</sup>/<sub>2</sub>" Round  
 84" - 3/16" x 24" x 38" Oval  
 Blades: Free Swinging High Suction  
 60" - 1/2" x 4" x 25"  
 72" - 1/2" x 4" x 29"  
 84" - 1/2" x 4" x 31"  
 Blade Bolt: Keyed with Hardened  
 Flat Washer & Lock Nut  
 Blade Tip Speed:  
 60" - 12,384 fpm  
 72" - 14,861 fpm  
 84" - 14,369 fpm  
 Tailwheel(s): 15" Laminated, with Cast  
 Iron Hub, Tapered Roller Bearings  
 Cutting Height: 1<sup>1</sup>/<sub>2</sub>" - 12"  
 Cutting Capacity: 3"  
 Skids: Replaceable  
 Front and Rear Guards Available

Cutters

MODEL NUMBER	DESCRIPTION	APPROX. MACHINE WEIGHT	SHIPPING WEIGHT	LIST PRICE
<b>RCF2760</b>	<b>27 SERIES - 60" ROTARY CUTTER</b> <b>Choose Front and Rear Guarding</b>	864#	944#	\$ 2,989
-01	Front Chain Guard (326-302A)	39#	39#	\$ 201
-02	Front Rubber Guard (326-303A)	24#	24#	\$ 147
-41	Rear Chain Guard (326-281A)	52#	52#	\$ 236
<b>RCF2772</b>	<b>27 SERIES - 72" ROTARY CUTTER</b> <b>Choose Front and Rear Guarding</b>	967#	1,047#	\$ 3,404
-01	Front Chain Guard (326-306A)	46#	46#	\$ 234
-02	Front Rubber Guard (326-307A)	28#	28#	\$ 161
-41	Rear Chain Guard (326-242A)	59#	59#	\$ 271
<b>RCF2784</b>	<b>27 SERIES - 84" ROTARY CUTTER</b> <b>Choose Front Guarding</b>	989#	1,069#	\$ 3,847
-01	Front Chain Guards (312-869A)	41#	41#	\$ 266
-02	Front Rubber Guard (312-866A)	25#	25#	\$ 174
	<b>You Must Choose One for RCF2784</b>			
-11	3 Point with Single 15" Laminated Tire	262#	262#	\$ 765
-14	3 Point with Dual 15" Laminated Tires	335#	335#	\$ 1,159
-12	Pull-Type with 21" Laminated Tires	500#	500#	\$ 2,376
	<b>You Must Choose One for Pull-Type RCF2784</b>			
-21	Ratchet Height Adjustment	15#	15#	\$ 209
-22	Hydraulic Type Adjustment	40#	40#	\$ 404
	<b>Choose Rear Guarding</b>			
-41	Rear Chain Guards (326-219A)	62#	62#	\$ 291
	<b>COLOR OPTION</b>			
-81	Green			
-82	Orange			
-83	Red			
	<b>Available Through Parts Dept. Only</b>			
<b>326-607A</b>	*Requires Top 3 Pt Cat 2/Cat 1 Conversion Kit			

**WARNING!**

*Rotary Cutters used in non-agricultural areas must be equipped with front & rear guards. The possibility of thrown objects can be hazardous to persons or property.*

Gearbox HP rating is based on in field use and performance



Kelly Tractor Co.  
Serving the Industry Since 1933  
ktccat@kellytractor.com  
www.kellytractor.com

December 5, 2016

South Broward Drainage District  
Attn: Joe Certain  
(954) 275-1756



**REF: Quote for Land Pride® RCF2760 – 60" Medium Duty, 27 Series Rotary Cutter per Florida Sheriff's Association Contract# FSA16-VEH14.0 Specification# 16**

<u>Qty</u>	<u>Option #</u>	<u>Description</u>	<u>List Price</u>
1	RC2760	60" Rotary Cutter	\$2,989
1	-01	Front Chain Guard	\$ 201
1	-41	Rear Chain Guard	\$ 236
LIST PRICE TOTAL			\$3,426
LESS 10% DISCOUNT			\$ -343
CONTRACT PRICE			\$3,083

**QUOTE GRAND TOTAL \$3,083**

FOB South Broward Drainage District

Thank you for consideration of our product. Quote is valid for sixty days  
Greg Bennett  
Governmental Sales  
305-592-5374 ext 1121  
Cell 786-229-7037  
Fax 305-477-2024

**Miami**  
8255 NW 58 St  
Miami, FL 33166  
(305) 592-5360  
FAX (305) 477-2024

**Davie**  
2801 Reese Rd  
Davie, FL 33314  
(954) 581-8181  
FAX (954) 581-8464

**West Palm Beach**  
5460 Okeechobee Blvd  
West Palm Beach, FL 33417  
(561) 683-1231  
FAX (561) 683-4591

**Clewiston**  
801 E Sugarland Hwy  
Clewiston, FL 33440  
(863) 983-8177  
FAX (863) 902-1000

**Naples**  
3636 Prospect Ave  
Naples FL 34104  
(239) 403-3636  
FAX (239) 403-7510

**Ft Myers**  
9651 Kelly Tractor Dr  
Ft Myers, FL 33905  
(239) 693-9233  
FAX (239) 693-8876

**Orlando (Cranes Only)**  
17300 E Colonial Dr  
Orlando, FL 32820  
(407) 568-8055  
FAX (407) 568-7701

\*\*\*MEMORANDUM\*\*\*

DATE: December 8, 2016  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Approval of Agreement with Attorney Douglas R. Bell for Legal Services

Comments:

Attached for the Board's review and approval is an Agreement with Attorney Douglas R. Bell to provide legal services to SBDD.

Douglas R. Bell has been providing legal services to SBDD since August of 1984; however, the District does not have a formal Agreement with Attorney Bell for providing these services. The attached Agreement provides the terms and conditions for Douglas R. Bell to provide legal services to SBDD. The hourly rates are consistent with the hourly rates approved by the Board at the October Board meeting.

Financial Impacts to this Agenda item: Funding for SBDD legal services will be through the General Operating Account as part of the District's 2016-2017 budget.

**This is to request approval of the Agreement with Douglas R. Bell to provide legal services to South Broward Drainage District in accordance with the terms and conditions stipulated in the Agreement.**

**KH**  
**Attachments**



## AGREEMENT

This "Agreement" made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter called the "District", and DOUGLAS R. BELL, a licensed attorney eligible to Practice Law in Florida, hereinafter called "District Attorney".

### WITNESSETH:

For and in consideration of the mutual promises herein set forth and for other good and valuable consideration, receipt of which is hereby acknowledged, the District and District Attorney do mutually agree to the following terms and conditions of this Agreement:

- **DISTRICT BOARD OF COMMISSIONERS:**

- A. The District's Board of Commissioners, hereinafter called "Board" shall hire the District Attorney to provide legal services to the District in accordance with the terms and conditions set forth in this Agreement.
- B. The Board shall be the sole body with the authority to hire and terminate the District Attorney.
- C. The Board shall approve the monthly invoices of the District Attorney, prior to payment.
- D. The Board shall approve any rate increases or other modifications to this Agreement.
- E. All Board approvals and action related to this Agreement shall be through a simple majority vote.

- **DISTRICT DIRECTOR:**

- A. The District Director shall coordinate with the District Attorney on all legal matters pertaining to the District.
- B. The District Director may direct the District Attorney, on behalf of the Board, to perform certain tasks, reviews, research, investigations, or other duties as deemed necessary and appropriate for the District. The duties of the District Attorney are further defined in the Scope of Services below.
- C. The District Director shall review the monthly invoices from the District Attorney and shall submit said invoices to the Board for review and approval.
- D. The District Director shall serve as a liaison between the Board and the District Attorney as required.

- **SCOPE OF SERVICES**

- A. The District Attorney shall be available to perform the following duties as directed by the Board or the District Director: coordinate with the Board and the District Director on legal matters pertaining to the District; attend the District's monthly Board meetings; review the agenda for the monthly Board meetings; provide a monthly report to the Board at the District Board meeting, as applicable; perform research, reviews, investigations, and other tasks; prepare/review contracts; prepare/review legal documents; prepare/review

District Resolutions; provide legal opinions or interpretations; provide recommendations; provide representation in litigation matters related to the District, its Board members or employees; request Attorney General Opinions on matters pertinent and relevant to the District; attend meetings on behalf of the District; review, track and report on legislative issues that may have an impact on the District or its residents; review and update the annual assessment roll of the District; provide assistance in the preparation and approval of special assessments; assist in any updates to the District Charter, Facilities Report, Water Control Plan or Criteria Manual; represent the District on administrative proceedings before governmental or administrative bodies; assist the District on real estate transactions; coordinate and provide assistance on labor or personnel matters; perform co-council activities with insurance counsel assigned by the District's insurance carrier; maintain monthly time logs for all services provided to the District; and any other task or duty as requested by the Board or District Director.

- B. The District Attorney shall not perform any tasks or duties without the prior knowledge of the Board or District Director, or unless requested by the Board or District Director to perform said tasks or duties.
- C. At the discretion of the Board, not-to-exceed amounts may be established prior to the District Attorney performing specific tasks.
- D. Prior to performing any cost-recoverable legal services on behalf of the District, the District Attorney shall refer the party who is responsible for reimbursement of said legal costs to the District Director so that the District may obtain a deposit in advance of incurring any recoverable legal costs. The District shall not be obligated to pay for recoverable attorney costs where the District Attorney has failed to coordinate properly with the District Director, and the District has not been reimbursed for said attorney costs.

- **COMPENSATION AND HOURLY RATES**

- A. District understands and agrees that charges for professional legal services rendered will be by the hour (or portion thereof) at the prevailing rates for time spent on the District's behalf by the District Attorney and his staff. The current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule.
- B. The District Attorney shall be paid a flat rate of \$1,000.00 to attend the District's monthly Board meetings. The flat rate shall include the following: coordinate with the District Director on the Board agenda; review the Board agenda and back-up documentation prior to the Board meeting; travel time to and from the Board meeting; and meeting with the District Director after the Board meeting to discuss and coordinate on applicable District business (said meeting to last up to two hours).

- **OUTSIDE SERVICES:**

- A. From time to time, the District Attorney may incur costs for services furnished by an outside source, and such costs shall be reimbursed to the District Attorney with no mark-up. Any outside services shall be pre-approved by the District.

- **CONFLICT OF INTEREST:**

- A. District acknowledges that District Attorney also works for another independent special district and is a Commissioner of the Central Broward Water Control District, an independent special district. In the event of a conflict, District Attorney shall have the right to resolve such conflict as he deems fit, including withdrawal, consistent with the appropriate Rules of Professional Conduct.
- B. In the event that a potential conflict of interest arises, the District Attorney shall inform the District in writing of said conflict of interest as soon as possible, and shall coordinate with the District to ensure that the interests of the District are not compromised in any way as a result of said conflict of interest.

- **TERMINATION**

- A. The Board may terminate this Agreement at any time through a simple majority vote of the Board.
- B. The District Attorney may terminate this Agreement by giving 30 days written notice to the Board and District Director and informing the Board of his intent to terminate at a District Board meeting. The effective date of the District Attorney's termination shall be 90 days after the date of the Board meeting, unless otherwise approved by the Board.
- C. The District Attorney may terminate this Agreement for good cause with written notice to the Board and District Director. Good cause shall include a breach of this Agreement, the District's refusal to cooperate with the District Attorney, or the District's refusal to follow advice or a material matter or any fact or circumstance that would render the District Attorney's continuing representation unlawful or unethical.
- D. At the conclusion of all legal services, all unpaid charges shall become due and payable; and the District Attorney shall, upon the District's request, deliver any funds or property of the District that are in the District Attorney's possession.

- **TERM:**

- A. The term of this Agreement shall be for five (5) years from the effective date.
- B. The Board may extend this Agreement for an additional five (5) year term or terms; or for a term or terms less than five (5) years.
- C. The District Attorney shall be evaluated by the Board once a year at the District's regular monthly Board meeting in January or at a special meeting as may be scheduled by the Board. The District Attorney's initial evaluation under this Agreement shall take place at the District's regular monthly Board meeting in January, 2018.

- **EFFECTIVE DATE:**

- A. This Agreement shall take effect immediately upon approval by the Board.

- **SEVERABILITY:**

- A. In case 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.

- **NOTICES:**

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

1. DOUGLAS R. BELL  
Cumberland Building – Suite 505  
800 East Broward Boulevard  
Fort Lauderdale, FL 33301
2. SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331

- **ASSIGNMENT:**

- A. This Agreement may not be assigned to another attorney without prior approval of the Board.

- **DISCLAIMER OF GUARANTEE:**

- A. Nothing in this Agreement and nothing in statements to the District shall be construed as a promise or guarantee about the outcome of any matter or of any possible litigation. Douglas R. Bell makes no such promises or guarantees.

- **NON COLLUSION:**

- A. District Attorney warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for District Attorney to solicit or secure this agreement and that District Attorney has not paid or agreed to pay any person company, corporation, individual, or firm, other than a bona fide employee working solely for District Attorney 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, District shall have the right to terminate the agreement.

- **PUBLIC RECORDS:**

- In accordance with Chapter 119, Florida Statutes, the District Attorney must respond and provide all public records to the District's public records custodian upon request, including:

- A. Keep and maintain public records required by District to perform the contracted services.
    - B. Upon request from the District's custodian of public records provide the District 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 by law.
    - C. 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 the District Attorney does not transfer the records to the District.

- D. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the District Attorney or keep and maintain public records required by the District to perform the contracted services. If the District Attorney transfers all public records to the District upon completion of the contract, the District Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District Attorney keeps and maintains public records upon completion of the contract, the District Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- E. **IF THE DISTRICT ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT ATTORNEY'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 160<sup>TH</sup> AVENUE, SOUTHWEST RANCHES, FL, 33331; 954-680-3337 EXT. 206; [KEVIN@SBDD.ORG](mailto:KEVIN@SBDD.ORG).**
- F. The District Attorney shall be exempt from providing any document that falls under the category of "Attorney/Client Privilege", Work Product Privilege and other exempt categories that may be applicable as determined by the District Attorney.

I have read and understand the foregoing terms and conditions, and those set forth on the attached Rate Schedule, and I agree to them as stated, and I agree to be bound and liable for all obligations under this Agreement.

In witness whereof, the parties hereto have executed this Agreement on the day first written above, and two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Agreement.

WITNESSES:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

DISTRICT ATTORNEY:

**DOUGLAS R. BELL**

By: \_\_\_\_\_

Print Name: Douglas R. Bell

Date \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SOUTH BROWARD DRAINAGE DISTRICT:

By: \_\_\_\_\_

Scott Hodges, Chairperson

By: \_\_\_\_\_

Robert E. Goggin IV, Secretary

Date: \_\_\_\_\_

## RATE SCHEDULE

### A. Hourly Rates for Legal Personnel

District Attorney	\$250.00/hour
Paralegal	\$100.00/hour

Charges shall be based on a minimum time unit of 15 minutes.

### B. Costs and expenses

In-office copying	\$0.35/page
Telefacsimile transmittal	No charge
In-house Computer Research	No additional charge
Travel in Broward County	No reimbursement
Travel outside of Broward Cty	\$0.57 /mile
Court Reporters' Fees	At Cost
Outside Copying	At Cost
Long Distance Phone Calls (Florida)	No Charge
Long Distance Phone Calls (outside Florida)	At Cost
Conference Call Set-Ups	At Cost
Video Conferencing	At Cost
Postage	At Cost
Outside Delivery Service	At Cost
Off-site File Storage	No Charge
Retrieval of Off-site Files	No Charge

- Reimbursement of any other costs not listed shall require pre-approval by the District.
- In-office copying shall be for copies requested by and provided to the District, or as required as part of the monthly Board packages, or as otherwise pre-approved by the District Director.
- Travel expense outside of Broward County shall be pre-approved by the District.

### C. Effective Date

- The Rate Schedule shall take effect upon approval of this Agreement by the Board, and shall remain in effect unless otherwise modified by the Board

\*\*\*MEMORANDUM\*\*\*

DATE: December 8, 2016  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Re-Investment of District Funds

Comments:

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

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1. Regent Bank CD - \$244,976       | Maturity Date – 1/11/2017 |
| 2. FL Community Bank CD - \$247,500 | Maturity Date – 2/25/2017 |

On December 6, 2016, the Finance and Investment Committee met to discuss the District's options for re-investing the cash-on-hand that will be available upon the maturity of these investment funds. The recommendation from the Finance and Investment Committee is to re-invest these funds in a new 12-month CD.

Financial impacts to this Agenda Item: None; a 12 month cash flow analysis by SBDD staff indicates that the District will have adequate cash-on-hand over the next 8 months, and if necessary, future maturing CDs can be transferred to cash.

**This is to request approval to re-invest the monies that will become available from two maturing SBDD investments by purchasing a new 12-month CDs in the same amounts as the original CDs.**

**KH**



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

	<u>Oct - Nov 16</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
1402 · Maintenance	45.31	3,110,681.00
1404 · Permit Fees	12,862.00	35,000.00
1405 · 5 Year Recertification Program	5,804.00	35,000.00
1406 · Residential and Lot Permit Fees	5,907.00	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	2,157.05	6,000.00
1416 · Miscellaneous Income	1,397.55	1,000.00
<b>Total Income</b>	<b>31,672.91</b>	<b>3,404,741.90</b>
<b>Expense</b>		
1412 · South Broward Collection Fee	0.29	62,213.62
1414 · Discounts (Early Tax Payments)	30.27	111,984.52
1501 · Administrative - Office	65,687.20	345,246.72
1503 · Board of Supervisors	6,300.00	37,800.00
1505 · Field Operations	98,775.91	518,706.24
1506 · Inspectors/Project Coord.	48,472.82	255,211.84
1507 · Payroll Taxes - FICA	17,903.14	93,480.31
1509 · Pension	17,588.22	107,467.12
1513 · Payroll Other	48,147.07	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	4,250.00	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	58,991.07	395,000.00
1570 · Workers Compensation	20,817.00	38,500.00
1575 · Advertising	348.50	6,500.00
1585 · Computer Supplies - Upgrades	422.16	10,000.00
1590 · Dues & Subscriptions	4,140.00	5,800.00
1600 · FPL - Electric	1,860.17	13,000.00
1603 · Gas (LP) Auxiliary Power	0.00	5,000.00
1605 · Janitorial Service	260.75	2,000.00
1610 · Licenses & Fees	175.00	1,000.00
1615 · Maintenance Contracts	3,061.36	10,200.00
1620 · Uniforms	284.43	2,500.00
1625 · Office Supplies - Postage	845.98	5,000.00
1630 · Payroll Service	708.69	3,800.00
1635 · Printing - Stationary	21.71	1,800.00
1640 · Public Records Storage/Filing	0.00	35,000.00
1645 · Telephone - Misc. Communication	2,571.14	15,000.00

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

	<u>Oct - Nov 16</u>	<u>Annual Budget</u>
1650 · Water & Sewer	507.72	2,100.00
1655 · Buildings & Grounds	2,599.46	35,000.00
1660 · Equipment Rental/Outside Svcs.	3,246.66	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	2,636.73	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	69.78	60,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	4,743.52	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	7,559.78	35,000.00
1690 · Photography - VCR Equip. & Phot	0.00	250.00
1695 · Pump Stations - Flood Gates	17,012.93	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	517.13	2,500.00
1705 · Sanitat. - Exterminating Serv.	903.65	10,000.00
1710 · Small Tools - Shop Supplies	924.19	9,000.00
1715 · Water Rcorde/Elev Gge/Telemetry	180.84	8,000.00
1720 · CanaL/Swale Cleaning/Renovation	5,608.00	30,000.00
1725 · Culvert Cleaning/Inspection	6,612.50	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	33.20	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	51,168.17	370,000.00
1770 · Triploid Carp/Fsh Guards/Maint	4,196.00	30,000.00
1775 · Water Testing	0.00	8,000.00
1780 · Seminars/Meetings/Conferences	908.96	8,500.00
1781 · Basin S-3 Drainage Improvements	0.00	0.00
1785 · Equip./Vehicle Replace./Upgrd	6,377.45	50,000.00
1797 · Contingency/Misc Expense	0.00	0.00
<b>Total Expense</b>	<u>587,859.55</u>	<u>3,394,741.90</u>

SOUTH BROWARD DRAINAGE DISTRICT  
SUMMARY OF DISTRICT FUNDS  
December 6, 2016

**SBDD ASSET ACCOUNTS**

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
<b>UNASSIGNED</b>						
General	\$525,354	\$525,354	Suntrust AdvantageNow	\$39,855	CD-FL Community	\$955,424
				\$244,976	CD-Regent Bank	
				\$145,239	CD-Bank United	
Payroll	\$74,725	\$74,725	Suntrust			\$74,725
<b>COMMITTED</b>						
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	
<b>Totals</b>	<b>\$4,846,039</b>	<b>\$4,846,039</b>		<b>\$1,305,187</b>		<b>\$6,151,226</b>

**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	
<b>Total</b>	<b>\$93,085</b>	<b>\$93,085</b>		<b>\$424,789</b>		<b>\$517,874</b>
<b>FUND TOTALS</b>				<b>\$1,729,976</b>		<b>\$6,669,100</b>

**SBDD INVESTMENT SUMMARY**

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
Regent Bank CD	REINVEST	\$244,976	0.50%	1/11/2016	1/11/2017
FL Community Bank CD	ROLL OVER	\$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
<b>TOTAL OF INVESTMENTS</b>		<b>\$1,729,976</b>			

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

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

December 7, 2016

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

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

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Legal services rendered on behalf of South Broward Drainage District from November 7, 2016 through December 6, 2016:

1. Coordination regarding Emergency Resolution for Approval of  
Emergency Repairs due to Fire at S-8 Pump Station:

Attorney's Fees:      1 hr. 45 min.      @ \$250.00/hr.      = **\$ 437.50**

2. Coordination regarding Surplus Property (Land) Policy:

Attorney's Fees:      30 minutes      @ \$250.00/hr.      = **\$ 125.00**

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**TOTAL DUE THIS INVOICE: \$ 562.50**