SOUTH BROWARD DRAINAGE DISTRICT GOVERNING BOARD MEETING MINUTES

MAY 26, 2016

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
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:

Robert E. Goggin, IV, Secretary

.....

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

Chair Hodges called the SBDD Board Meeting to order at 8:03 A.M.; with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Mersinger, Commissioner Good 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 April 28, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

04. DIRECTOR'S REPORT

A. REQUEST TO VACATE DRAINAGE EASEMENTS, LAKE EASEMENT, AND LAKE MAINTENANCE EASEMENTS WITHIN THE "TARA" PLAT (AKA: DOWNEY RANCHES), SUBJECT TO THE DEDICATION OF REPLACEMENT EASEMENTS

District Director Hart stated that South Broward Drainage District (SBDD) received a request to release and vacate its interests in various easements located within the "Tara" plat, located in the Town of Southwest Ranches (aka: Downey Ranches):

The easements in question were all previously dedicated by plat ("Tara" plat, PB 162, PG 20, BCR). The plat dedicated several different types of easements, based on the proposed development plan for the property at that time. The plat also provided for the relocation of the existing canal along SW 184th Avenue as part of the construction of the future roadway.

Director Hart stated that the hydraulics for this area has changed since the plat was recorded; the most notable change being the permanent closure of the connection from the SW 184th Avenue Canal to the C-11 Canal. He also noted that the access for the development will now be coming off of Griffin Road as opposed to SW 184th Avenue.

SBDD has reviewed the proposed drainage plan for the proposed development and has determined that the plan meets the District criteria. SBDD and the project engineer also met with Broward County, and the County is in agreement with the proposed development plan as it relates to the SW 184th Avenue canal and right-of-way. Any modifications to the location of the existing canal will be done by Broward County as part of the future roadway project; and provisions for off-site drainage connections will remain in place.

The request for vacation has been separated into uniform categories of easements as follows:

- Release and Vacation of 55-foot Drainage Easements
- Release and Vacation of 50-foot Drainage Easements
- Release and Vacation of 25-foot Drainage Easements
- Release and Vacation of 15-foot Lake Maintenance Easements
- Release and Vacation of 20-foot Lake Maintenance Easement
- Release and Vacation of a Portion of a Lake Easement

Director Hart reviewed the exhibits that were provided to the Board with this vacation request:

- A color exhibit of the easements to be vacated; there are a total of 28 individual easements to be vacated under this request.
- A color exhibit of new, replacement easements, which staff is recommending to be dedicated as a condition of approval for the vacations; there are a total of 32 individual replacement easements to be dedicated.
- A color exhibit showing the final configuration of all SBDD easements upon completion of the vacations and new dedications.
- An exhibit showing the drainage flow patterns for the surrounding areas, which
 demonstrates that the proposed vacations will not impact the existing drainage patterns; and
 Director Hart noted that for this project, there should be opportunities for improvements for
 the drainage of surrounding, off-site properties.

There are a total of six (6) separate Release and Vacation requests which include the individual sketch & legal descriptions of each easement. Staff is recommending that as a condition approval, the property owner be required to dedicate the new, replacement easements as provided, and pay for all legal and recording costs. Staff has no objections to the request; and the reason for this request is to accommodate the updated development plan for the property.

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 request is for approval of the six (6) above-mentioned Release and Vacation documents (28 total easements) as previously dedicated under the "Tara" plat, as recorded in Plat Book 162, Page 20, of the Public Records of Broward County, Florida. Said vacations and releases are subject to the dedication of new easements across the Downey Ranches property as described above and any additional easements as required by SBDD; and reimbursement of all legal and recording costs associated with the development of the Downey Ranches property.

Commissioner Minnaugh moved for approval for the Release and Vacation of the Easements within the Tara Plat (AKA: Downey Ranches), subject to the dedication of replacement easements. Motion was seconded by Commissioner Santana-Woodall.

Commissioner Minnaugh asked District Director Hart if there will be a Homeowners Association (HOA); and whether they will own the two lakes and be responsible for the maintenance, upkeep, etc. of such. District Director replied yes, there will be an HOA, and they will own the lakes and be responsible for the maintenance of the entire stormwater management system, including the two lakes. Commissioner Minnaugh commented that the access would be off of SW 184th Avenue. District Director Hart replied no, that access to the development will now be coming off of Griffin Road.

Mr. John Tello, Schwebke Shiskin & Associates, was present to answer questions from the Board.

Commissioner Mersinger commented that the she wanted to make sure that there would not be any negative impacts to the surrounding SW Ranches properties as a result of this project and this request. She asked if the capability for drainage, and the capability for retaining the water are going to be conducive to preventing flooding. District Director Hart replied yes; he said that some of the easement areas are getting wider, especially along the western boundaries. He said that once the property gets developed, there will actually be an improvement with drainage and there will be an allowance for drainage connections from the west. He commented that the Town of SWR is also doing an independent review of the development plan. Commissioner Mersinger asked if the on-site drainage system will connect to the SW 184th Avenue Canal. District Director Hart replied yes. Mr. Tello agreed and elaborated by saying, that although the scale of the drawings may look small, some of the easement areas are actually 75-foot wide retention areas. He added that District Director Hart did not mention that the developer has agreed to clean up the existing canal; and that they are going to go in and widen it as much as possible. He said that the developer did not just look at their project, but that they also looked at the SBDD canal and will be expanding it as much as possible to help convey water.

Commissioner Minnaugh asked Mr. Tello if Perfect Choice Nursery abuts this property. He said yes, they do; and gave a bit of background about that property and the SW 184th Avenue right-of-way. He said that the first approach to the project was to build what was approved (by plat); but the issue was that the nursery had not dedicated the right-of-way for SW 184th Avenue yet, and when they looked into trying to do the roadway around the nursery and still connect to Griffin Road, they could not do it; there was not enough right-of-way there; and so they really did not have an option; and Broward County then allowed them to connect to Griffin Road, away from the nursery. The reason for vacating the lake and crossing the lake, etc. is because technically,

they did not have the right-of-way needed to build SW 184th Avenue. Mr. Tello also indicated that the project will not be adversely impacting the nursery's drainage.

Commissioner Good mentioned that there was not a drainage plan included in the Board package, and asked if there is piping associated with the on-site drainage plan? District Director Hart replied that the applicant did submit a drainage plan for staff's review, and that there is some piping that is associated with the drainage plan; and there are provisions for piping from off-site properties, if those properties in the future are interested in connecting. The drainage plan shows that the roadway will also have piping from the swale system into the lake; and whatever is necessary to handle the drainage for the development. Commissioner Good noted that most of the drainage would then be above ground conveyance (through swales). District Director Hart agreed and added that there will also be conveyance through drainage inlets and culverts. Commissioner Good understood that the majority of the drainage/conveyance will be through swales and retention areas. Director Hart agreed and stated that there will be an ability for connections to the lake or to the SW 184th Avenue Canal. Mr. Tello clarified that there will be pipe connections under the road; and at each lot corner there will be a drainage box and a pipe connection to the SW 184th Avenue Canal. Commissioner Good indicated that he was good with the provisions for retention/conveyance; and he noted that the on-site drainage system will be permitted through SBDD (and not Broward County); and that over time the swale system can get lost to natural growth unless they are properly maintained. And the District has a 5-year recertification; and said that this is the first time he has had questions regarding above-ground conveyance (swales), and the operating permit and the re-certification; and if the swale system will be part of the re-certification. He asked what the procedure would be for the engineer to certify the operating component of above-ground conveyance (swales). District Director Hart explained that the engineer would need to do an inspection of the swale system; similar to what the District requires on other, similar drainage systems; and that the swale system would be part of the re-certification for the property. He said that the swales are an integral part of the drainage system, and that the engineer would be required to inspect those and to verify that all the boxes were open and functioning properly; and it would be part of the 5-year recertification to the District. Commissioner Good asked for clarification that the swale itself would be inspected. District Director Hart replied that the swales will be included; and that the purpose of the 5-year recertification is to prevent the swales from getting overgrown with vegetation and from not functioning properly, etc.

Chair Hodges elaborated further, and explained that the Miramar Park of Commerce has a similar drainage system with swales and flumes, and that they are required to inspect the swales as part of their 5-year recertification and verify that the above-ground conveyance (swales) and belowground conveyance (pipes) are functioning the same as when it was designed. District Director Hart shared another example of the Westfork Plaza shopping center where he had met earlier this week with the engineer and property owner and walked the perimeter swales; and discussed how the swale had changed over time. He said that this does happen; and that when the water moves, it picks up all the silt and loose sediments and deposits it in the swales. He said that Westfork Plaza will be re-grading portions of their swale as well, because it's too high in comparison to the original design.

Commissioner Minnaugh restated her original question to Mr. Tello, asking if there was going to be an HOA for this development. Mr. Tello assured her that there will be an HOA. She wanted confirmation that there will be language in such a way, that the HOA can enforce the maintenance requirements for the drainage system (by the induvial lot owners). Mr. Tello replied

yes; and District Director Hart stated that SBDD would be reviewing the HOA documents and also including the maintenance requirements in the Maintenance Agreement.

The question was called and it was carried unanimously.

B. SBDD RESOLUTION NO. 2016-03 – AGREEMENT WITH BROWARD COUNTY TO AMEND THE NOTATION ON THE FACE OF THE "SOUTH BROWARD DRAINAGE DISTRICT" PLAT

District Director Hart presented SBDD Resolution No. 2016-03 which authorizes SBDD to enter into an Agreement with Broward County for an Amendment of Notation on the "South Broward Drainage District" plat ("Plat"). The Plat was approved by the Broward County Board of County Commissioners on April 18, 1989 and was recorded in Plat Book 144 Page 12 of the public records of Broward County.

District Director Hart said that earlier this year, SBDD petitioned Broward County to amend the notation on the face of the Plat to allow for the expansion of the District's maintenance facility building. The Broward County Commission approved this request at its meeting of April 26, 2016. As part of the approval process, Broward County requires the District to enter into an "Agreement for Amendment of Notation of Plat" (Agreement).

The costs associated with this request are included under the SBDD 5-year Capital Improvement Plan (CIP) for the expansion of the District's maintenance facility.

District Director Hart said that this will be the final piece of the puzzle for the plat, site plan and preliminary approvals for the building expansion. He said that the District is now waiting to get a price from the architectural firm for the design and preparation of the bid documents for the building. He hopes to have this before the Board for approval at the June Board meeting. He said this request is a requirement by the County in order to make that Plat Amendment final.

District Director Hart requested approval of SBDD Resolution 2016-03 – Authorizing SBDD to enter into the Agreement with Broward County for an Amendment of Notation on the "South Broward Drainage District" Plat (Plat Book 144, Page 12, BCR), located in Southwest Ranches, Florida.

Commissioner Minnaugh made a motion for the Approval of Resolution 2016-03 which authorizes the District to enter into the Agreement between SBDD and Broward County to amend the Notation on the face of the "South Broward Drainage District" Plat. Commissioner Santana-Woodall seconded the motion.

Commissioner Mersinger commented that the District has gone through so many hoops to create a garage. District Director Hart commented that this is the common procedure; and he said that there are still quite a few hoops that the District still has to go through. He said that he hopes they can break ground by the beginning of the next calendar year.

The question was called and it was carried unanimously.

C. OTHER

- ➤ Westfork Plaza Shopping Center District Director Hart said that as a follow-up to the discussion at the last Board meeting, he met with the engineer who is working on the Westfork Plaza improvements on Dykes Road and Pines Boulevard, and also with the owner of the shopping center; and discussed with them what needs to be done; and shared an example of a maintenance plan that the District will require as part of the permit. He said they understood the importance of it, and were appreciative that he had taken the time to meet with them. They will be doing annual maintenance work there as part of the permit approval.
- ➤ <u>Visit to South Florida Water Management District (SFWMD)</u> District Director Hart said that Mr. Robert Franklin (SBDD Operations and Maintenance Manager) and he visited SFWMD and met with their operations staff and toured their control room and saw how they operate it. He felt that it was important to meet with these individuals face-to-face and put a face to the names and have one-on-one discussions, since these are the people that SBDD staff communicates with when there are problems with the SBDD system. It went very well. He said that in past days, SBDD has been preparing for hurricane season by making sure that all the pumps are up and running and in operational condition.

05. Attorney Report:

Attorney Bell reminded the Board that the last day for the qualifying period for the upcoming election is June 20th through June 24th, from noon to noon.

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 reminded District Director Hart about the Finance Meeting that was held earlier this week. District Director Hart said that the Finance & Investment Committee met this week and that the District has a number of CD's which will be maturing between now and the end of the year. He said that this will be presented at the June Board meeting with a recommendation from the Committee for Board approval.

Commissioner Mersinger expressed that as the Board had discussed the 5-year recertification process earlier, she feels the District does not have any teeth to do much about the non-compliance of a 5-year recertification. District Director Hart responded that the District does have some teeth and explained the process that the District goes through regarding someone who is non-compliant regarding the 5-year recertification.

He said that the District has a flow chart that they follow regarding the 5-year recertification process:

- SBDD sends out a notice that the 5-year recertification is due.
- SBDD then follows up on these notices.
- If the District does not get a response, a "Notice of Non-Compliance" is sent that makes the property owner aware that the 5-year recertification is required.
- If the District does not get a response within 30 days, a Notice of Violation is issued.

Finally, a copy of the Notice of Violation is sent to the local building department.

He said that most people do not like having a Notice of Violation on their property. He said that eventually they will need something from the District, whether it's a permit, a signature, etc. He said that if they go to the building department for a permit, the building department will flag it, and will require that they get SBDD cleared up first.

Commissioner Santana-Woodall asked District Director Hart if SBDD has the ability to fine the property owner if they ignore the notices. Attorney Bell replied that the District does not have a fine mechanism, but the District can get an injunction or a lien on the property.

Commissioner Mersinger asked if the District has the right to go onto the property and make the repair. District Director Hart stated that on some properties, where there is a Maintenance and Indemnification Agreement in place, the District does have the right to go in and do the repair, and then charge the property owner for it.

08. MEETING DATE(S)

A. The Next Regular Board Meeting will be held on Thursday, June 30, 2016 at 8:00 a.m.

Adjournment at 8:50 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary South Broward Drainage District

/rim

****MEMORANDUM****

DATE:

June 23, 2016

TO:

South Broward Drainage District Commissioners

FROM:

Kevin M. Hart, P.E.

District Director

Subject:

Contract Award for Disaster Debris Monitoring Services

Comments:

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

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

- True North Emergency Management
- Hazen & Sawyer.

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

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

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

KH

Attachment

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT DISASTER DEBRIS MONITORING SERVICES

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Thursday, June 09, 2016

TRUE NORTH EMERGENCY	Y MANAGEMENT		HAZEN & SAW	YYER	
<u>ITEM</u>	RATE	O.T. RATE.	<u>ITEM</u>	RATE	O.T. RATE.
Contractor's Indemnification	\$10.00		Contractor's Indemnification	<u>\$10.00</u>	
Project Manager	<u>\$130.00</u>	<u>\$130.00</u>	Project Manager	<u>\$216.00</u>	<u>\$216.00</u>
Project Engineer	<u>\$155.00</u>	<u>\$155.00</u>	Project Engineer	<u>\$175.50</u>	<u>\$175.50</u>
On-Site Construction Manager	<u>\$135.00</u>	<u>\$135.00</u>	On-Site Construction Manager	<u>\$148.50</u>	<u>\$148.50</u>
Debris Monitoring Supervisor	<u>\$85.00</u>	<u>\$85.00</u>	Debris Monitoring Supervisor	<u>\$114.75</u>	<u>\$114.75</u>
Debris Monitor	<u>\$35.00</u>	<u>\$35.00</u>	Debris Monitor	<u>\$87.75</u>	<u>\$87.75</u>
CADD Operator	<u>\$85.00</u>	<u>\$85.00</u>	CADD Operator	<u>\$121.50</u>	<u>\$121.50</u>
Financial Management/Contract Specialist	<u>\$120.00</u>	<u>\$120.00</u>	Financial Management/Contract Specialist	<u>\$216.00</u>	<u>\$216,00</u>
Administrative Personnel	\$28.00	<u>\$28.00</u>	Administrative Personnel	<u>\$67.50</u>	<u>\$67.50</u>
<u>List Costs for Reimbursable Expenses</u>			List Costs for Reimbursable Expenses		
E-TICKET UNIT		4.00/HR	XEROX - BLACK&WHITE 8.5X11		\$0.13/Page
			XEROX - BLACK&WHITE 11X17		\$0.25/Page
			XEROX - COLOR 8.5X11		\$1.27/Page
			XEROX - COLOR 11X17		\$2.53/Page
			ENGINEERING SIZE DRAWINGS		\$2.53/Dwg.
		6-111-7	USE OF VEHICLE (When Approved)		\$0.63/Mile

****MEMORANDUM****

DATE:

June 23, 2016

TO:

South Broward Drainage District Commissioners

FROM:

Kevin M. Hart, P.E.

District Director

Subject:

Contract Award for 70 Hour Post Storm Debris/Tree Removal Services

Comments:

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

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

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

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

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

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

KH

Attachment

BID TABULATION

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

Thursday, June 09, 2016

COMPANY NAMES	cus	STOM TREE CARE II	VC.	CERES ENV	CERES ENVIRONMENTAL SERVICES, INC.			T.F.R. ENTERPRISES, INC.			WEEKLEY ASPHALT PAVING, INC.		
EQUIPMENT	<u>CAPACITY/</u> SIZE	<u>REGULAR</u> TIME/HR.	<u>O.T./HR.</u>	<u>CAPACITY/</u> <u>SIZE</u>	<u>REGULAR</u> TIME/HR.	O.T./HR.	<u>CAPACITY/</u> <u>SIZE</u>	REGULAR TIME/HR.	O.T./HR.	<u>CAPACITY/</u> <u>SIZE</u>	REGULAR TIME/HR.	O.T./HR.	
HOURLY RATE FOR CREW - CHREE (3) EXPERIENCED EMPLOYEES WITH CHAIN-SAWS, FRUCK CHIPPER & TREE CHIPPER	12"	<u>\$325.00</u>	* \$475,00		\$318,00	<u>\$367.00</u>		<u>\$375.00</u>	<u>\$487.50</u>	PER CREW	\$324,00	<u>\$486.00</u>	
TREE CHIPPER	12"	<u>\$75.00</u>	\$100.00	8"	\$88.00	<u>\$137.00</u>	12" Throat	\$100.00	\$125,00	8"	<u>\$75.00</u>	<u>\$112.50</u>	
ВОВСАТ	1750 LBS +	\$75.00	\$100.00	1.5 CY	\$82.00	<u>\$131.00</u>	753	\$100.00	\$125.00	50 HP	\$75.00	<u>\$112.50</u>	
COMBINATION		<u>\$125,00</u>	\$175.00		\$110.00	\$159.00	Attachment	\$150.00	<u>\$175.00</u>	80 HP	\$90.00	\$135.00	
воат		<u>\$200.00</u>	\$300.00	Pontoon w/Motor	<u>\$210.00</u>	<u>\$259.00</u>	14' w/Motor	<u>\$150.00</u>	\$175.00	16'	\$200,00	\$300,00	
CRANE	40 TON	<u>\$225,00</u>	NO BID	15 TON	<u>\$185.00</u>	<u>\$234.00</u>	30 TON	<u>\$200,00</u>	\$250.00	3/4 CY	<u>\$160.00</u>	\$240.00	
GRAPPLE TRUCK	50 YD	\$200.00	\$300.00	_	<u>\$165.00</u>	\$214,00	45 CY	\$300.00	\$350.00	NO BID	NO BID	NO BID	
DUMP TRUCK		\$80,00	<u>\$125.00</u>	10-18 CY	\$92,00	\$141.00	16-20 CY	\$100.00	<u>\$125.00</u>	18 CY	<u>\$75.00</u>	\$112.50	
BUCKET TRUCK	55'+	\$150,00	\$225.00	40'-60'	<u>\$234,00</u>	\$283,00	40'-60'	\$275,00	\$300.00	NO BID	NO BID	NO BID	
CHIPPER TRUCK		\$75.00	\$100.00		<u>\$102.70</u>	<u>\$151.70</u>	8'-12' BED	<u>\$75.00</u>	\$100.00	NO BID	NO BID	NO BID	
DUMP TRAILER	25 YD+	\$100,00	<u>\$125.00</u>	24-40 CY	<u>\$125,00</u>	<u>\$174.00</u>	6-10 CY	<u>\$125.00</u>	\$150.00	22 CY	\$100.00	<u>\$150,00</u>	
ADDITIONAL EMPLOYEES: SUPERVISOR		\$60.00	\$90.00		\$60.00	\$109.00		\$75.00	\$102.50		<u>\$75.00</u>	<u>\$112.50</u>	
LABORER		\$40,00	<u>\$60.00</u>		\$39.00	<u>\$58.50</u>		<u>\$50,00</u>	<u>\$75.00</u>		\$48.00	<u>\$72.00</u>	

COMPANY NAMES	cus	TOM TREE CARE II	VC.	CERES ENV	IRONMENTAL SER	VICES, INC.	T.F	.R. ENTERPRISES, I	NC.	WEEKL	EY ASPHALT PAVII	VG, INC.
CATEGORY/ITEMS	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE
Vegetative Collect and Haul	0-5 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to Debris Management Site { DMS }.	сү	<u>\$30.00</u>	0-5 Miles Veg/Frees Remove and Collect from Canals and Ditches and Transport to Debris Management Site (DMS).	сү	<u>\$71.00</u>	0-5 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transpart to Debris Management Site (DMS).	сү	<u>\$102.00</u>	0-5 Miles Veg/Trees Remove and Collect from Conois and Ditches and Transport to Debris Management Site (DMS).	CY	<u>\$125,00</u>
	6-15 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	сү	<u>\$40.00</u>	6-15 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	сү	<u>\$72.50</u>	6-15 Miles Veg/Trees Remove and Collect from Canals and Dilches and Transport to DMS.	СУ	<u>\$106.00</u>	6-15 Miles Veg/Trees Remove and Callect from Canals and Ditches and Transport to DMS.	сү	<u>\$135.00</u>
	16-30 Milles Veg/Trees Remove and Collect from Conals and Ditches and Transport to DMS.	сү	<u>\$50.00</u>	16-30 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	сү	<u>\$74.50</u>	16-30 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	CY	<u>\$115.00</u>	16-30 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	сү	<u>\$145.00</u>
	31-60 Miles Veg/Trees Remove and Collect from Conals and Ditches and Transport to DMS.	СУ	\$60,00	31-60 Miles Veg/Trees Remove and Collect from Conals and Ditches and Transport to DMS.	сү	<u>\$76,50</u>	31-60 Miles Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS.	сү	<u>\$120.00</u>	31-60 Miles Veg/Trees Remove and Collect from Conals and Ditches and Transport to DMS.	СУ	<u>\$155.00</u>
	Single Price Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS. Removal for any haul distance.	CY	<u>\$50.00</u>	Single Price Veg/Trees Remove and Callect from Canals and Ditches and Transport to DMS. Removal for any haul distance.	сү	<u>\$74.50</u>	Single Price Veg/Trees Remove and Collect from Canals and Ditches and Transport to DMS. Removal for any houl distance.	сү	<u>\$120.00</u>	Single Price Veg/Trees Remove and Collect from Canais and Ditches and Transport to DMS, Removal for any haul distance.	cy	<u>\$155.00</u>
Management and Reduction	Grinding			Grinding			Grinding			Grinding		
	Gringing/Chipping vegetative debris at DMS	СУ	<u>\$3,25</u>	Gringing/Chipping vegetative debris at DMS	су	<u>\$4.28</u>	Gringing/Chipping vegetative debris at DMS	СҮ	<u>\$4.15</u>	Gringing/Chipping vegetative debris at DMS	сү	\$10.00
C & D Collect and Haul	O-5 Miles Construction and Demolition (C&D) from Canals and Ditches and Transport to DMS.	СУ	<u>\$40.00</u>	0-5 Miles Construction and Demolition (C&D) from Conals and Ditches and Transport to DMS.	сү	\$79.00	0-5 Miles Construction and Demolition (C&D) from Canels and Ditches and Transport to DMS.	CY	<u>\$105.00</u>	0-5 Miles Construction and Demolition (C&D) from Canals and Ditches and Transport to DMS.	СУ	\$125.00
. (6-15 Miles C&D from Conals and Ditches and Transport to DMS. C&D collect and removal for a houl distance up to 15 miles.	ĊY	\$50.00	6-15 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a hauf distance up to 15 miles.	СУ	<u>\$80.50</u>	6-15 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance up to 15 miles.	СУ	<u>\$110.00</u>	6-15 Miles C&D from Conols and Ditches and Transport to DMS. C&D collect and removal for o haul distance up to 15 miles.	сү	<u>\$135,00</u>

COMPANY NAMES	cus	TOM TREE CARE II	vc.	CERES ENV	IRONMENTAL SER	VICES, INC.	T.F	.R. ENTERPRISES, I	vc.	WEEKL	EY ASPHALT PAVIN	IG, INC.
	16-30 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 16 and 30 miles.	СУ	<u>\$60.Q0</u>	16-30 Miles C&O fram Canals and Ditches and Transport to DMS. C&D collect and removal for a houl distance between 16 and 30 miles.	сү	<u>\$82.50</u>	16-30 Miles C&D from Canals and Ditches and Tronsport to DMS. C&D collect and removal for a haul distance between 16 and 30 miles.	сү	\$120.00 _.	16-30 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 16 and 30 miles.	су	<u>\$145,00</u>
	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	СУ	<u>\$70,00</u>	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	СY	<u>\$84,50</u>	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	СУ	<u>\$130.00</u>	31-60 Miles C&D from Canals and Ditches and Transport to DMS. C&D collect and removal for a haul distance between 31 and 60 miles.	сү	<u>\$155,00</u>
	Single Price			Single Price			Single Price			Single Price		
	A single price C&D collect and removal for any haul distance.	СУ	\$60.00	A single price C&D collect and removal for any havi distance.	CY	<u>\$82.50</u>	A single price C&D collect and removal for any haul distance.	СУ	\$140.00	A single price C&D collect and removal for any houl distance.	СУ	\$155,00
Final Disposal	0-5 Miles from DMS to Final Disposal.			0-5 Miles from DMS to Final Disposal.			0-5 Miles from DMS to Final Disposal.			0-5 Miles from DMS to Final Disposal.		***
	Transport pracessed debris from DMS to final disposal 0-5 Miles.	СУ	<u>\$5.00</u>	Transport processed debris from DMS to final disposal 0-5 Miles.	СУ	<u>\$4.95</u>	Transport processed debris from DMS to final disposal 0-5 Miles.	СУ	\$5.50	Transport processed debris from DMS to final disposol 0-5 Miles.	СУ	<u>\$125.00</u>
	6-15 Miles from DMS to Final Disposal.			6-15 Miles from DMS to Final Disposal.			6-15 Miles from DMS to Final Disposal.			6-15 Miles from DMS to Final Disposal.		
	Transport processed debris from DM5 to final disposal 6-15 Miles.	сү	\$6.00	Transport processed debris from DMS to final disposal 6-15 Miles.	СҮ	<u>\$5,85</u>	Transport processed debris from DMS to final disposal 6-15 Miles.	СУ	<u>\$7.75</u>	Transport processed debris from DMS to final disposal 6-15 Miles.	СУ	\$135,00
	16-30 Miles from DMS to Final Disposal. Transport processed debris from DMS to final disposal 16-30 Miles.	су	\$7.00	16-30 Miles from DMS to Final Disposal. Transport processed debris from DMS to final disposal 16-30 Miles.	СХ	\$6.98	16-30 Miles from DMS to Final Disposol, Transport processed debris from DMS to final disposal 16-30 Miles,	СУ	<u>\$9.00</u>	16-30 Miles from DMS to Final Disposal. Transport processed debris from DMS to final disposal 16-30 Miles.	сү	<u>\$145.00</u>
	60+ Miles from DMS to Final Disposal.		******	60+ Miles from DMS to Final Disposal.			60+ Miles from DMS to Final Disposal.			60+ Miles from DMS to Final Disposal.		
·	Transport processed debris from DMS to final disposal 60+ Miles.	СУ	\$8.00	Transport processed debris from DMS to final disposal 60+ Miles.	СҮ	<u>\$8.95</u>	Transport processed debris from DMS to final disposal 60+ Miles.	СҮ	<u>\$11.00</u>	Transport processed debris from DMS to final disposol 60+ Miles.	сү	<u>\$190.00</u>
Specialty Removal	Vessel Removal (Marine)			Vessel Removal (Marine)			Vessei Removal (Marine)			Vessel Removal (Marine)		
	Removal of eligible vessel from waterway transport to DMS.	LF	<u>\$50.00</u>	Removal of eligible vessel from waterway transport to DMS.	LF	\$88.00	Removal of eligible vessel from waterway transport to DMS.	LF	\$44.00	Removal of eligible vessel from waterway transport to DMS.	LF	\$140.00
Bonding	Provide Performance and Payment Bond	LS	<u>\$ 2.5%</u>	Provide Performance and Payment Bond	LS	<u>\$0.00</u>	Provide Performance and Payment Bond	LS	<u>\$0.00</u>	Provide Performance and Payment Bond	LS	<u>\$ 3%</u>

****MEMORANDUM****

DATE:

June 23, 2016

TO:

South Broward Drainage District Commissioners

FROM:

Kevin M. Hart, P.E.

District Director

Subject:

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

Comments:

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

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

- Shenandoah General Construction Company
- Industrial Divers Corp.

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

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

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

KH Attachment

BID TABULATION

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

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

COMPANY NAMES	SHENANDOAH	GENERAL CONSTRU	ICTION CO.	IND	USTRIAL DIVERS CO	RP.
EQUIPMENT	CAPACITY/SIZE	REGULAR <u>TIME/HR</u> .	O.T./HR.	CAPACITY/SIZE	REGULAR <u>TIME/HR</u> .	O.T./HR.
/AC TRUCK W/EXPERIENCED OPERATOR & CREW	3,200 GALS.	\$ <u>225.00</u>	\$ <u>250.00</u>	NO BID	NO BID	NO BID
OREDGE BOAT W/EXPERIENCED OPERATOR & CREW	10' X 25'	\$ <u>250.00</u>	\$ <u>275.00</u>	6" - 1500 GPM	\$ <u>470.00</u>	\$ <u>611.00</u>
PORTABLE DREDGE W/EXPERIENCED OPERATOR & CREW	NO BID	NO BID	NO BID	6" - 1500 GPM	\$ <u>385.00</u>	\$ 500.50
TRACK HOE	60' LONG STICK	\$ 150.00	\$ <u>150.00</u>	NO BID	NO BID	NO BID
COMBINATION	CAT 420	\$_135.00_	\$ <u>155.00</u>	NO BID	NO BID	NO BID
ADDITIONAL EMPLOYEES: SUPERVISOR		\$_55.00	\$_75.00	N/A	\$_75.00	\$_97.50
LABORER		\$_38.00	\$_57.00_	NO BID	NO BID	NO BID
CATEGORY	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE	FIELD NAME & DESCRIPTION	UNIT	UNIT PRICE
Material & Sand Collect and Haul	O-5 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to Debris Management Site (DMS).	CY	\$ <u>75.00</u>	0-5 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to Debris Management Site (DMS).	СY	\$_NO BID_
	6-15 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$ <u>85.00</u>	6-15 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY.	\$ <u>NO BID</u>
	1.6-30 Miles Remove and Callect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$125.00	16-30 Miles Remove and Collect material/sond/debris from Drainage Culverts and Structures and Transport to DMS.	су	\$_NO BID_
	31-60 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$ <u>150.00</u>	31-60 Miles Remove and Collect material/sand/debris from Drainage Culverts and Structures and Transport to DMS.	CY	\$ <u>NO BID</u>
	Single Price Remove material/Sand/debris from Drainage Culverts and Structures and Transport to DMS. Removal for any haul distance.	cv	\$ <u>300.00</u>	Single Price Remove material/sand/debris from Drainage Culverts and Structures and Transport to DMS. Removal for any haul distance.	CY	\$ NO BID
Material & Sand Removal	Remove material/sand/debris from an 18" Drainage Culvert and dispose material in the adjacent water body.	ĽF	\$5.00	Remove material/sand/debris from an 18" Drainage Culvert and dispose material in the adjacent water body.	t f	\$_NO BID_
	Remove material/sand/debris from a 24* Drainage Culvert and dispose moterial in the adjacent water body.	LF	\$ <u>6.00</u>	Remove material/sand/debris from a 24° Drainage Culvert and dispose moterial in the adjacent water body.	ъ	\$ NO BID_
	Remove material/sand/debris from a 30° Drainage Culvert and dispose material in the adjacent water body.	LF	\$ <u>7.00</u>	Remove material/sand/debris from a 30° Drainage Culvert and dispose material in the adjacent water body.	, F	\$ <u>52.35</u>
	Remove material/sand/debris from a 36" Drainage Culvert and dispose material in the adjacent water body.	ĿF	\$8.00	Remove material/sand/debris from a 36" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ <u>59.35</u>

BID TABULATION

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

COMPANY NAMES	SHENANDOAH	GENERAL CONSTRU	CTION CO.	INDU	ISTRIAL DIVERS COI	RP.
	Remove material/sand/debris from a 48" Drainage Culvert and dispose material in the adjacent water body.	ĿF	\$ <u>10.00</u>	Remove material/sand/debris from a 48" Drainage Culvert and dispose material in the adjacent water body.	LF	\$ <u>68.50</u>
	Remove material/sand/debris from a 54" Drainage Culver; and dispose material in the adjacent water body.	ĽF	\$ <u>50.00</u>	Remove material/sand/debris from a 54° Drainage Culvert and dispose material in the adjacent water body.	LF.	\$ <u>89.00</u>
	Remove material/sand/debris from a 50" Drainage Culvert and dispose material in the adjacent water body.	ΙF	\$ <u>55.00</u>	Remove material/sond/debris from a 60° Drainage Culvert and dispose material in the adjacent water body.	ĽF	\$ <u>111.25</u>
	Remove material/sand/debris from a 72° Drainage Culvert and dispose material in the adjocent water body.	ĽF	\$75.00	Remove material/sand/debris from a 72" Drainage Culvert and dispose material in the adjacent water body.	L F	\$ <u>127.25</u>
	Remove material/sand/debris from an 84° Drainage Culvert and dispose material in the adjacent water body.	ĿF	\$100.00	Remove material/sand/debris from an 84" Drainage Culvert and dispose material in the adjacent water body.	ĽF	\$ <u>148.35</u>
	Remove material/sand/debris from a 96" Drainage Culvert and dispose material in the adjacent water body.	U F .	\$ <u>150.00</u>	Remove material/sand/debris from a 36" Drainage Culvert and dispose material in the adjacent water body.	ĿF	\$ <u>178.00</u>
Final Disposal	0-5 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 0-5 Miles.	α	\$ <u>75.00</u>	O-5 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal O-5 Miles.	CΥ	\$ <u>NO BID</u>
	6-15 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 6-15 Miles.	ረሃ	\$ <u>85.00</u>	6-15 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 6-15 Miles.	CY	\$ <u>NO BID</u>
	16-30 Miles from DMS to Final Disposal, Transport processed material/sand/debris from DMS to final disposal 16-30 Miles.	CY	\$ <u>125.00</u>	16-30 Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 16-30 Miles.	CY	\$ <u>NO BID</u>
	60+ Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 60+ Miles.	. CY	\$ <u>150.00</u>	60+ Miles from DMS to Final Disposal. Transport processed material/sand/debris from DMS to final disposal 60+ Miles.	CY	\$ <u>NO BID</u>
Bonding	Provide Performance and Payment Bond	LS	\$300.00_	Provide Performance and Payment Band	LS	\$_3%
	- cynicis wond		<u> </u>	ADDITIONAL:	REGULAR TIME/HR.	O.T./HR.
				FOUR DIVER TEAM: SUPERVISOR, DIVER, STANDBY DIVER, & TENDER	\$225.00/Hr.	\$292.50/Hr.
				CCTV or HANDHELD HD CAMERA	\$250.00/Day	
				BURNING GEAR OR HYDRAULIC TOOL	\$350.00/Day	
				BURNING RODS	\$4.00/Each	
	4	ľ	1			

****MEMORANDUM****

DATE:

June 23, 2016

TO:

South Broward Drainage District Commissioners

FROM:

Kevin M. Hart, P.E.

District Director

Subject:

Re-Investment of District Funds

Comments:

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

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

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

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

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

KH

****MEMORANDUM****

DATE:

June 23, 2016

TO:

4

South Broward Drainage District Commissioners

FROM:

Kevin M. Hart, P.E. District Director

Subject:

SBDD Resolution No. 2016-04 – Authorize South Broward Drainage District to Enter into

an Agreement with Ventura Pointe Housing, LLC to Allow a Drainage Outfall Connection

into the District's Canal No. 1

Comments:

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

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

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

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

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

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

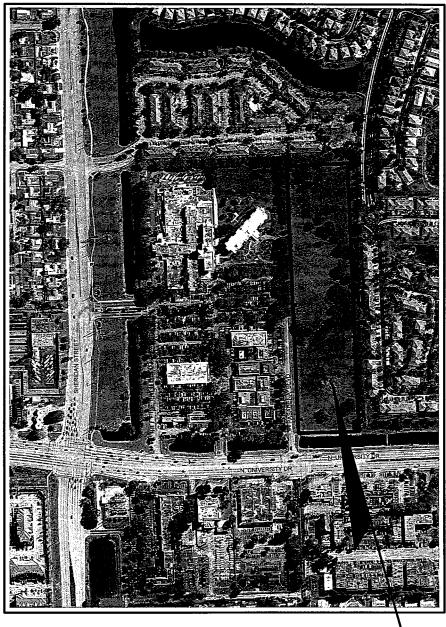
Financial impacts to this Agenda Item: None; the proposed Agreement includes provisions for payment of an initial user fee and an annual user fee, and reimbursement of all costs associated with the preparation of the Agreement.

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

KH Attachments



VENTURA POINTE CITY OF PEMBROKE PINES BROWARD COUNTY, FLORIDA



LOCATION MAP NOT TO SCALE

PROJECT LOCATION SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST

SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION No. 2016-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. The foregoing statements are true and correct and are incorporated herein by reference as if fully stated herein.
 - 2. The Agreement between the District and Developer is approved.
- 3. The District's attorney and District Director are authorized and directed to submit the Agreement to the Developer for approval and execution.
- 4. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto and reproduced thereof.
- 5. Upon full execution of the Agreement, the District's attorney and District Director are authorized and directed to record the Agreement in the Broward County Public Records.
- 6. If any one or more of the covenants, agreements or provisions of this Resolution, the Agreement or the exhibits attached to the Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, the Agreement or the exhibits attached to the Agreement.
- 7. This Resolution shall take effect immediately upon its adoption and shall be effective until revised or changed by the District Board of Commissioners by subsequent Resolution.

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

ADOPTED AND DATED the _	day of	, 2016.
	SOLITH RDOWAD	D DRAINAGE DISTRICT
(SEAL)	By:Scott Hodges, Cha	
	Scott Hodges, Ch	arperson
Attest:		
Robert E. Goggin, IV, Secretary	_	
STATE OF FLORIDA) S COUNTY OF BROWARD)		
day of, 2016. (NOTARY SEAL OR STAMP)	GES and ROBERT E. GOUTH BROWARD DRAIN BROWARD	DGGIN, IV, as Chairperson and INAGE DISTRICT, a political
↓	otary Public - State of I	

EXHIBIT "I"

June 23, 2016

Prepared by: DOUGLAS R. BELL, ESQUIRE

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

FOLIO NO. 514110140010

Agreement

(VENTURA POINTE)

Т	THIS AGREEMENT for construction of	Drainage Improvements	in the South Broward Drainage
District S	S-1 Drainage Basin is made this	day of,	2016, by and between SOUTH
BROWARI	D DRAINAGE DISTRICT, a political sub	division of the State of Flo	rida, whose address is 6591 S.W.
160th Av	venue, Southwest Ranches, Florida 33	3331, hereinafter referred	to as "District" and VENTURA
POINTE H	HOUSING, LLC, a Limited Liability Con	npany, whose address is	5604 PGA Boulevard, Suite 109,
Palm Bea	ach Gardens, Florida 33418 (hereinaftei	r referred to as "Develope	r").

WITNESSETH:

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

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

SEE EXHIBIT "A" ATTACHED HERETO; and

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

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

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

local, CBWCD and District criteria; and

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

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

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

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

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

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

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

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

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

- (1) The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
- (2) As part of this Agreement, the Developer, its successors and assigns agree to the following items:
- (a) All successors to Developer shall be bound by this Agreement. However, Developer shall not assign this Agreement to a successor without the written approval of the District Board of Commissioners and any purported assignment without said written approval will be null and void and of no force or effect.
 - (b) This Agreement shall be effective on July 1, 2016 ("Effective Date").
- (c) Deliver to the District, within ten (10) calendar days after this Agreement is fully executed, an initial user fee in an amount equivalent to \$21.50 per residential unit or \$4,429.00.
- (d) Deliver to the District an annual user fee in an amount equivalent to \$21.50 per residential unit or \$4,429.00, which shall be due on November 1, 2017 and on November 1st of each subsequent year for as long as the drainage outfall connection from the Subject Property remains in place and operational.

- (e) Developer has provided engineering calculations and stormwater modeling results confirming that there will be no expected adverse impacts to the District's S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District's Canal No. 1. The District has reviewed and accepted these calculations.
- (f) Developer's engineers have updated the District's S-1 Drainage Basin ICPR stormwater model and have confirmed that there is no expected adverse impact to drainage and stormwater management within the S-1 Drainage Basin due to the drainage outfall connection from the Subject Property. The District has reviewed and accepted these modeling results. Developer's engineer shall provide the District with both hard copies and electronic copies of the S-1 Drainage Basin ICPR model update for incorporation into any future updates to the District's Facilities Report.
- (g) Developer will design the Subject Property to provide a minimum of 15% on-site water management area for the storage, conveyance, attenuation and treatment of stormwaters in accordance with CBWCD and SFWMD rules and criteria.
- (h) Developer will construct a Control Structure which shall limit and control the stormwater discharge from the Subject Property into the District's Canal No. 1 in accordance with CBWCD and SFWMD rules and criteria.
- (i) Developer shall obtain permits from the District, SFWMD, and CBWCD for the proposed drainage improvements on Subject Property and within the District's Canal No. 1 Right-of-Way.
- (j) Developer shall be responsible to comply with all local, state and federal regulatory requirements for water quality associated with the development of the Subject Property and the District's Canal No. 1 Right-of-Way, including those regulatory requirements that are in place now or that are instituted in the future. Specifically, but not exclusively, Developer shall meet all regulatory requirements for nutrient discharge, Best Management Practices (BMPs), and for the National Pollutant Discharge Elimination System (NPDES) Stormwater Program.
- (k) Provide the District with as-built drawings of the drainage improvements on the Subject Property and within the District's Canal No. 1 Right-of-Way upon the completion of construction.
- (I) Maintain the drainage improvements on the Subject Property and within the District's Canal No. 1 Right-of-Way, including, but not limited to the Control Structure.
 - (m) Pay for all costs of providing the foregoing items.
- (n) Allow the District to utilize any engineering document, report, calculation, modeling data, etc. prepared as part of this Agreement for any purpose as deemed appropriate by the District, and at no cost to the District.
 - (3) In return for the foregoing, the District agrees as follows:
 - (a) That the District will issue a Paving and Drainage Permit to Developer for

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

- (b) That the District will issue an Invoice to Developer on or about October 1st of each year and payment will be due on November 1st.
- (4) The District and Developer agree that the initial user fee and all subsequent annual user fees shall be retained by the District and shall be used by the District in whatever way deemed necessary or appropriate by the District in the District's sole discretion.
- (5) The District and Developer agree that the District reserves the right to adjust the annual user fee as agreed to in Paragraph 2(d) of this Agreement to match its annual assessment rate for Multi-Family Residential Units.
- (6) This Agreement is between the District and the Developer only and there are no Third Party Beneficiaries not specifically named herein that have or are intended to have any enforceable rights under this Agreement.
- (7) Nothing contained herein shall be deemed to constitute a waiver by District of any limitations of its liability that that may be accorded District by virtue of Section 768.28 Florida Statutes or any subsequently enacted similar law.
- (8) The Developer acknowledges that they shall be responsible to comply with all federal, state, county and local regulations regarding the water quality of the lakes and water bodies within the Subject Property and shall be responsible to pay for any and all costs, including reasonable attorney's fees, associated with said compliance. Furthermore, Developer shall be responsible to reimburse the District for any costs and expenses incurred by the District to address any water quality issue which is attributable to the Subject Property in accordance with Paragraph 9 below.
- (9) In the event payment of the user fee, or payment of any other cost incurred by the District in association with the Agreement, is not received by District within thirty (30) days of its due date, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that the District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.
- (10) All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

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

Southwest Ranches, Florida 33331

with copy to:

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

As to Developer:

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

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

- (11) In the event of any litigation under this Agreement or litigation with respect to the enforcement of any liens of the District, the prevailing party shall be entitled to an award of its court costs and reasonable attorney's fees at trial and all appellate levels of judicial proceedings.
- (12) No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- (13) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same Agreement.
- (14) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with Subject Property and binding upon all owners of Subject Property. The Developer shall disclose this Agreement in writing to all persons acquiring any portion of Subject Property subsequent to the date of this Agreement and any declaration of covenants, conditions or restrictions recorded with respect to Subject Property subsequent to the date of this Agreement shall specially refer to this Agreement.
- (15) This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

- (16) All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- (17) This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by all parties.
- (18) The Exhibits hereto contain additional terms of this Agreement. Typewritten or handwritten provisions inserted in this agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.
- (19) Whenever approvals of any nature are required by any party to this agreement, it is agreed that same shall not be unreasonably withheld.
- (20) This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.
- (21) This Agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.
- (22) The Developer agrees to reimburse District and pay for all reasonable attorneys' fees and costs incurred by District in negotiating and preparing this Agreement and the cost of recording this Agreement in the Public Records of Broward County, Florida.
 - (23) This Agreement shall be recorded in the public records of Broward County, Florida.

	DISTRICT
Signed, sealed and delivered in the presence of:	SOUTH BROWARD DRAINAGE DISTRICT
Witness Signature Witness Printed Name	By: Scott Hodges, Chairperson
Witness Signature	Attest:
Witness Printed Name	By: Robert E. Goggin, IV, Secretary
STATE OF FLORIDA) SCOUNTY OF BROWARD)	
2016 by SCOTT HODGES and ROBERT E. GOO SOUTH BROWARD DRAINAGE DISTRICT, a poli BROWARD DRAINAGE DISTRICT. They are pers	vledged before me this day of GGIN, IV as Chairperson and Secretary, respectively of the tical subdivision of the State of Florida, on behalf of SOUTH sonally known to me. in the county and state last aforesaid this day
NOTARY SEAL OR STAMP	
	NOTARY PUBLIC

	DEVELOPER
Signed, sealed and delivered in the presence of:	VENTURA POINTE HOUSING, LLC
Witness Signature	Ву:
Witness Printed Name	Print Name: Ron Roan
Witness Signature	Title: <u>Vice President</u>
Witness Printed Name	
STATE OF	
COUNTY OF	§
	dged before me this day of, 2016 by inte Housing, LLC, a Limited Liability Company, who is personally
known to me or who produced	as identification. in the county and state last aforesaid this day
NOTARY SEAL OR STAMP	NOTARY PUBLIC:

EXHIBIT "A"

LEGAL DESCRIPTION:

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

ALSO KNOWN AS:

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

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

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WALLE OR IN PART WITHOUT WHITEN PERMISSION OF CHAVEN THOMPSON & ASSOCIATES, INC. CERNEN THOMPSON & ASSOCIATES, INC. COPYRIGHT OF 2015

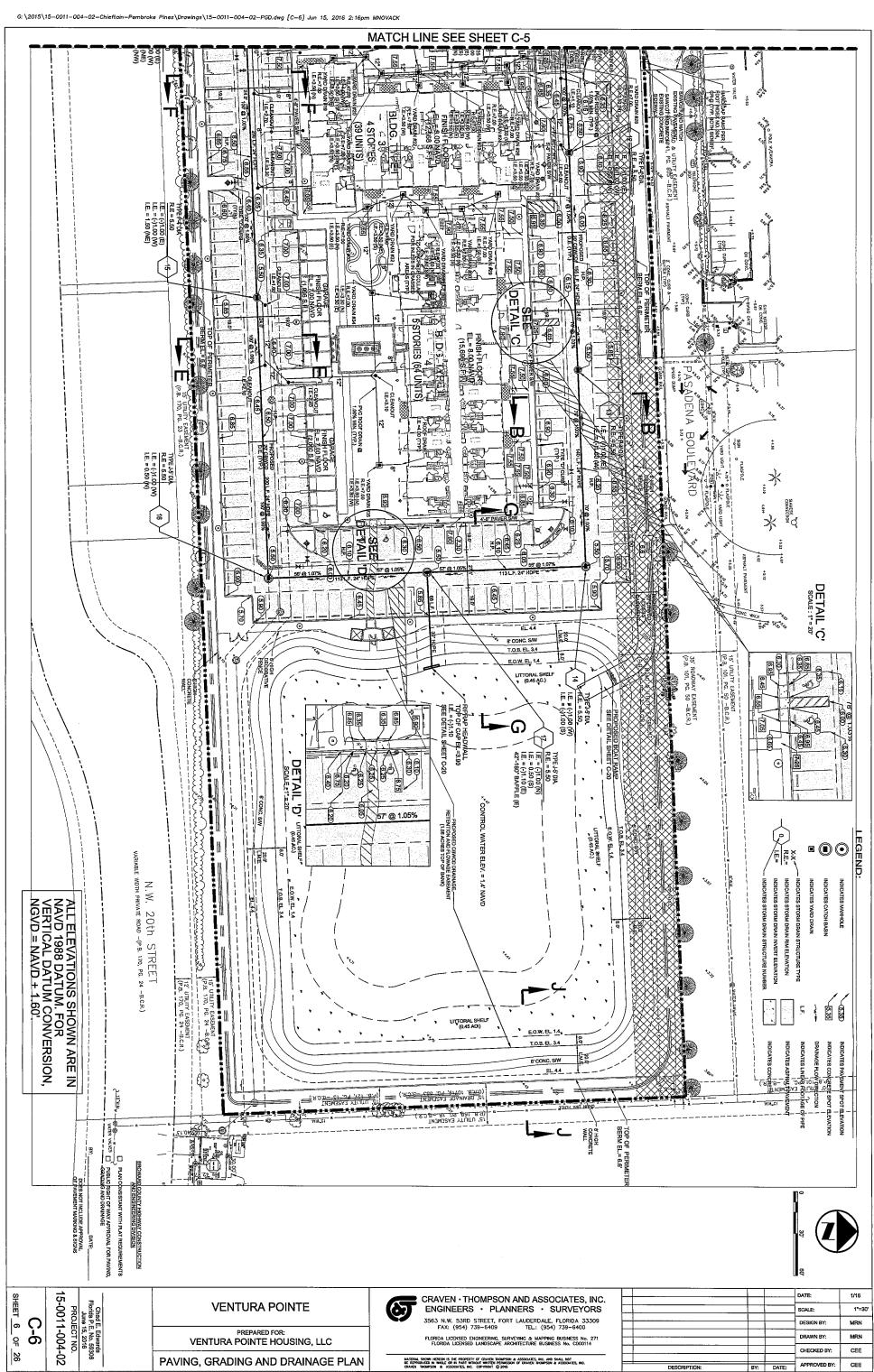
C-5

PREPARED FOR: VENTURA POINTE HOUSING, LLC

PAVING, GRADING AND DRAINAGE PLAN

BCHCED REF. # 160405051

CEE



MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN MOLE OR IN PART WITHOUT WRITTEN PERMISSION OF CRAVEN THOMPSON & ASSOCIATES, INC. CRAVEN THOMPSON & ASSOCIATES, INC. CONTRIGHT OF 2015

PAVING, GRADING AND DRAINAGE PLAN

BCHCED REF. # 160405051