

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

AUGUST 25, 2016

Present:

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

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

Absent:

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

Chair Hodges called the SBDD Board Meeting to order at 8:04 A.M.; with Vice Chair Ryan, Commissioner Minnaugh, 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 July 28, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously by those present.

04. DIRECTOR'S REPORT

Commissioner Mersinger and Commissioner Goggin joined the meeting at approximately 8:06 a.m

A. RESOLUTION 2016-06 – POLICIES AND GUIDELINES FOR HIRING A PROFESSIONAL CONSULTANT

District Director Hart presented SBDD Resolution No. 2016-06 to adopt proposed Policies and Guidelines for Selecting a Professional Consultant in Accordance with the Consultant's Competitive Negotiation Act (CCNA), Section 287.055, F.S.

He stated that CCNA was enacted by the Florida Legislature in 1971 to establish rules for public agencies to follow in the selection and procurement of professional design services, and it requires that the District select Professional Consultants based on qualifications rather than on a "lowest bid" basis.

If approved, these Policies and Guidelines would replace procedures established by a prior Board of Supervisors for contracting for professional services in accordance with CCNA under SBDD Resolution No. 87-7.

In addition to establishing guidelines for hiring professional consultants under CCNA, the Policies and Guidelines establish guidelines for SBDD to hire a professional consultant through an existing contract by another governmental agency and to hire a professional consultant through a design-build process.

There are no immediate financial impacts associated with this agenda item, as any individual contract will require separate approval by the Board of Commissioners.

District Director Hart discussed the steps in regards to hiring a professional consultant per CCNA standards. He gave three different scenarios as follows:

Scenario 1 – Through the conventional process of hiring an architect or design professional; where the District would advertise for letters of interest, conduct interviews, short list, and rank the firms based on their qualifications; then the District would negotiate with the highest ranked firm, and if they were unable to reach an equitable agreement with the highest ranked firm, then the District would go to the second highest, etc. and the award of the contract would go to the Board for approval.

Commissioner Minnaugh asked at what point does the Board see the cost. District Director Hart replied that they will see the cost after the Board approves the rankings, and the District begins to negotiate; the District cannot use cost as a determinate in ranking the firms.

Commissioner Mersinger asked what happens if the Board finds that the price of the highest ranked firm is astronomical; does the Board have the right to reject it. Chair Hodges reiterated that if you cannot come to an agreement, you go to the next ranked firm.

District Director Hart clarified that under CCNA, you cannot bid professional services; and you cannot get prices, say from the top three firms, have them submit proposals, etc. He said that it does not work that way. He explained that you start with the highest ranked firm, negotiate with that firm, and if for whatever reason you cannot come to an equitable agreement, you suspend those negotiations, and go to the second firm, and you start all over from scratch.

Scenario 2 – To allow the District to hire a professional consultant through an existing contract with another governmental agency; also known as “piggy-backing”. This is where the District would utilize a contract that has already been put in place by another governmental agency; where that agency has followed all of the provisions of CCNA. He said that typically, the governmental agency would have a Library of Consultants that the District could utilize for professional services. District Director Hart reiterated that you cannot bid the work under this scenario either; you can go to that library and request letters of interest, from say three firms, that you want to begin negotiations with, and you rank those, and use the same process as mentioned above in Scenario 1. He said that the benefit of this scenario is that it saves quite a bit of time by not having to go through the entire process, due to the fact that the government agency has already gone through the advertisement and evaluation of the initial submittals; and you use their short list of firms, or library of consultant, to select your consultant.

Scenario 3 - Using a design-build contract, which was one of the options the District was initially considering with the garage expansion project. This is where the District would hire both a Contractor and an Architect under one contract. The architect would design the building and the contractor would construct the building. The District would have one contract with this design-build team. He said that the difference under this scenario is that you can evaluate based on cost; but that you are not evaluating the cost of the design services; you are evaluating the cost of the entire project, which would be the building cost plus the design; and it would be a two-step process, where your initial evaluation has to be based on qualifications. The District would request proposals. The first step is to evaluate based on qualifications, where you can select three to five firms who are the highest qualified; second, you could request bid proposals from those firms and evaluate based on bids. However, you would first need to prepare an evaluation process with weighted criteria; i.e, price, experience, schedule, etc., where they receive points; and when you get to that last evaluation of price, you apply that weighted factor, which has already been established before anyone submits a bid.

District Director Hart said that CCNA is a statute that has to be followed. He has reviewed the policy with Attorney Bell; and it is in compliance with CCNA. The intent here is to try to give the District multiple flexibility when they go through this process. He said that there are certain thresholds as well; if the estimated cost of the project is less than \$325,000, you are not required to go through CCNA. He said that this is good to have in place in case it is ever needed.

Commissioner Mersinger made a motion for the approval of Resolution No. 2016-06 which will adopt proposed Policies and Guidelines for Selecting a Professional Consultant in Accordance with the Consultant's Competitive Negotiation Act (CCNA). Motion was seconded by Commissioner Santana-Woodall.

Discussion ensued.

Commissioner Minnaugh had concerns with this statute, because as she explained, this statute is extremely old and outdated. She said that times have changed so much in the last 45 years, and that every government agency is strapped by this statute, which is unbelievable. She said that she believes that the first thing that comes to everyone's mind is cost, and in this statute it is not important at all.

Commissioner Good commented that one of the reasons that CCNA was developed in this way, is when you have complex projects and choose to go with a low bid, what winds up happening is that it becomes way more expensive because of change orders; and what happened under CCNA is that the focus got more into qualifications.

Commissioner Minnaugh had concerns that since you don't see what the others are offering, and the fact that you have to first rank based on the qualifications, pick the top three, interview them, and if you can't negotiate, go to the next one; she said you don't see if it's the best price and the best qualified person or not; so what do you base it on. She does understand that this is the way the statute is written, but still feels it is outdated.

Commissioner Mersinger needed clarification on what the discussion is because the District needs to follow the statutory procedures, and she finds this discussion almost mute. She thinks the Board should go to the legislature and ask if it might be time to upgrade this; maybe even go to the local delegation. She does not see any wiggle room. She suggested that the Board

discuss this at a workshop, and create documentation on what they would like placed into legislation. Commissioner Good commented that the references on when this was adopted does not mean that it did not have amendments along the way. Commissioner Mersinger agreed with Commissioner Good and said that is why she suggested a workshop to clarify this, or possibly even change it through legislation.

Chair Hodges commented that it is not necessarily such a bad concept to pick the most competent person to do what you need done; that has a lot of good intent. Commissioner Mersinger said that her concern is that if a person knows that other people have not put in a bid, and it is not a bid situation, the District might not get the most quality for the money. She said that the District may have to look at the amendments, if there are any at all.

Commissioner Goggin asked District Director Hart if the District adopts this, and ends up using this process, and there is a change order; and now the District is spending more money because something was not done right to begin with; is that the same with all options. District Director Hart replied yes, the possibility of a change order does exist, and one obviously hopes that through the selection process, using a qualified, competent, professional, you will reduce the possibility of that, but in construction it is not realistic.

District Director Hart commented that the design-build concept was always intended to reduce or eliminate change orders. He said that when that whole concept came out back in the 80's you had the architect and the contractor under one contract, so you would not go back to the owner for a change order, but as agencies quickly found out, there is no insulation from a change order; because what happened on design-build, you had to present and prepare a design-build package which was very similar to a bid package, and if you did not list every specific item on what you wanted them to bid on, then they would come back and say it was not specific enough. He said his point is that it's up to the owner and the professional to work together to make sure everything is complete.

Chair Hodges commented that another benefit is having someone like District Director Hart and himself, that have this type of experience, to look at the package and the plans, and they might just see something as well; it is not just the consultant and the contractor that are looking at it.

Attorney Bell commented that there have been at least 31 Amendments to the CCNA since it was created, and the last one was in 2009, and the resolution that SBDD approved was done in 1987, so it's obsolete now with the new changes, so they had to do something one way or the other.

Chair Hodges said that there was a \$35,000 threshold for planning services and that's a rate that was established. He asked District Director Hart if the District is held to that, or can it be moved. District Director Hart replied that it can be moved, and that the policy makes reference to that; and whatever that threshold is (by statute), the District will be bound to it. Attorney Bell commented that it only moves if the legislature changes it.

Vice Chair Ryan asked if the requirements in the policy are set in stone; because it states that the Selection Committee may be comprised of 3 people; and it may include the District Director and one Board member. He said he would feel more comfortable if there were more than one Board member as part of the Selection Committee. District Director Hart replied that certain things are statutory, but others such as the composition of a Selection Committee will always be up to the Board. Attorney Bell added that if you wanted more than one Board

member, it would need to be added to the policy now. He said that the main reason for limiting it to one, is because you have more public advertising requirements if it's more than one.

The question was called and it was carried unanimously.

B. RESOLUTION 2016-07 – AMENDMENT TO 2015/2016 BUDGET

District Director Hart presented Resolution 2016-07 which grants approval for an amendment to the previously approved budget for the 2015/2016 fiscal year.

The overall budget amount has not changed, it remains at \$3,345,099; however five individual line items have been adjusted to reflect actual costs to date and projected expenses through the end of the fiscal year.

District Director Hart commented that the changes this year are minor and the budget amounts are pretty much in line across the board with the District's expenses this year.

District Director Hart requested approval of SBDD Resolution 2016-07 - Amendment to the Budget for the 2015/2016 fiscal year.

Commissioner Minnaugh made a motion for the approval of the Amendment to SBDD 2015/2016 fiscal year budget. Motion was seconded by Commissioner Goggin.

Vice Chair Ryan asked if there was a possibility of increasing Attorney Bell's fees. District Director Hart replied that he and Attorney Bell look into this every year and he believes that the District's attorney fees are in line with other districts.

The question was called and it was carried unanimously.

C. APPROVAL TO UTILIZE AN EXISTING CITY OF MIRAMAR "LIBRARY OF CONSULTANTS" TO HIRE AN ARCHITECT FOR THE DISTRICT'S GARAGE BUILDING EXPANSION PROJECT

District Director Hart said that this is a follow-up to Agenda Item No. 4-A; and a continuation of those previous discussions regarding the Garage Building Expansion project. He recommended that the District utilize the City of Miramar Library of Consultants for the District to select an architect to assist the District in the design of that building, and to prepare the bid documents.

The estimated cost for the project is \$400,000, which requires the District to follow CCNA in selecting and contracting with an architect. The District's CCNA Policies & Guidelines, which were just adopted, allows the District to hire a Professional Consultant through an existing contract by another government agency.

The City of Miramar has advertised for and awarded contracts for architectural services in accordance with CCNA, and these contracts were approved by the Miramar City Commission under Resolution No. 15-198. As such, the City has established seven qualified architects under a "Library of Consultants" who are able to provide architectural services to the City and if approved by the Board, allow them to provide architectural services to the District.

The services required by the District are similar in scope to those services advertised for and contracted by the City of Miramar.

District Director Hart said that the District has determined that utilizing the City of Miramar's existing Library of Consultant's for hiring an architect is in the best interest of the District and that such use of the City's contract would be done in a fair, equitable and economic manner.

The District shall follow the procedures outlined in the City's advertisement and contract for evaluating, selecting and contracting with the architect. The following procedure shall be followed:

- The District shall establish a Selection Committee to evaluate and rank qualified architects from the City's Library of Consultants, based upon their qualifications, not based upon price.
- It is recommended that the Selection Committee be comprised of the SBDD Board Chair, District Director, and Assistant District Director.
- The District shall request "Letters of Interest" from a minimum of three firms from the City of Miramar's Library of Consultants for architectural services, based upon the District's Scope of Services.
- The Selection Committee shall evaluate the Letters of Interest and shall rank the firms based upon their qualifications.
- The District Director shall negotiate a fair and equitable price with the most highly qualified firm and shall follow the CCNA Policies and Guidelines in the negotiation process.
- The Selection Committee shall present a recommendation to the Board of Commissioners to enter into a contract for architectural services, based upon the evaluation, rankings and contract negotiations.
- It is estimated that the process for evaluating, ranking, negotiating and presenting a recommendation to the Board will take 45 – 60 days. District Director Hart said that he will try to bring this back to the Board by October.

There will be no financial impacts to this agenda item, as Board of Commissioners will approve the final contract with the architect.

The request is to authorize the District Director to utilize the City of Miramar's Library of Consultants in selecting a Professional Architect for the District's Garage Building Expansion project.

Commissioner Mersinger made a motion for the Approval to utilize an existing City of Miramar "Library of Consultants" to hire an architect for the district's Garage Building Expansion Project. Motion was seconded by Commissioner Minnaugh.

Commissioner Mersinger commented that when she gets the information after the top 3 or 5 are picked, she would like to be able to see a history of change orders from previous projects, any lawsuits, conflicts, what their minority hiring is, etc. She wants to be able see this so that those questions can be answered ahead of time.

District Director Hart stated that the recommendation from the Director is that the Selection Committee will rank, negotiate and bring the contract back to the board; or if the Board prefers, the District can get the submittals, rank the submittals, and bring the rankings back to the Board for approval. This way, the Board could get all of the same information. He said that the Selection Committee could evaluate and bring forward the three firms without any rankings; if the Board felt it was appropriate as a body that they should evaluate the firms, and set the rankings based on the criteria mentioned. Another possibility is that the District Director could list those key components that are important to the Board, and make sure that those are listed in the District's criteria for the architect to include in their submittal to the District, so that the Board can evaluate that. He said the question is, do we have the Committee go through that entire process; vet, evaluate, rank, negotiate the contract and bring it back to the Board to approve the contract; or does the Board want to get more involved in the actual selection. There are many different ways to go on this.

He said that he would categorize this as a very straight-forward project that is not complicated from the standpoint of design or construction, and one that he is confident the staff has the experience to oversee, and make sure that it is done correctly.

Commissioner Mersinger commented that she would rather review the top three with the backup, and have input, rather than just rubber-stamp the contract. She needs a bit more information than to just rubber-stamp it.

Commissioner Good commented that there is certainly merit to vet out the qualification components of this, in advance of negotiations, because he has seen times where much time is expended through that entire process, only to be killed because of the qualification or a question on the ranking; and that's really the focus. It's not so much having the Board make the selection, but the Board, in his experience, participate in accepting the rankings as recommended by the Committee; not necessarily selecting. He said he supports that component of it. He also mentioned that he feels there is a time issue as well, because of the lead times of 30 days.

Commissioner Mersinger stated that the questions she is asking are pretty simplistic questions; and is information for the Board's benefit; because to her, these are questions that need to be asked.

Commissioner Good said that if you're approving the rankings you can vet all that out. Chair Hodges said that what Commissioner Good is stating has a lot of merit; and you can apply it in this case; and you can get to see all the ifs, ands or buts; and the rankings; and you will have a level of comfort.

Commissioner Minnaugh said that she would like to see the information on the rankings too, and she believes that is what the Board is here to do. She said that looking at the time schedule, if this all goes smoothly, under the District Director's projected time frame, the first shovel will not be put into the ground until sometime in July of next year, and if lucky, the District will be finished by December. Most likely it'll carry over by 2018. This project started close to a year ago in concept and getting the ground work approved; and could've probably been built under \$350,000 eighteen months ago. She said she could see why the public thinks government wastes money; because it's so long and dragged out.

Commissioner Minnaugh had concerns regarding the cost. She asked when does the Board find out about the cost; do they lock it in now, or will it take another eight months to actually start construction. She wanted to know if there is something in the policy that states that the cost is locked in, or does the price increase if costs goes up. District Director Hart replied that they will be locked in. She said that she agrees with Commissioner Good on the ranking process, and she would just like to know if there were any lawsuits.

Commissioner Mersinger commented that if the change orders were all customer driven, that is one thing, but if there were a load of change orders that were not customer driven, that to her, is an issue; and those are the things that she would like the Committee to bring forward. Commissioner Minnaugh asked if this can be added without adding a lot of time to the schedule. District Director Hart replied yes.

In summary, Chair Hodges said that the process will be that the Selection Committee ranks the firm, brings it back to the Board, then the Committee goes back and does their homework, and finally, the negotiations begin.

After further discussion, District Director Hart stated that the Selection Committee will present the rankings to the Board for approval first; District Director Hart will conduct the negotiations second; and finally, bring the contract to the Board for approval. He said that he hopes to have the rankings ready for approval by October.

Commissioner Mersinger made an amendment to the motion to add that in the architectural process, the Selection Committee pick three Architects, and the rankings will come back to the Board for approval. Motion was seconded by Commissioner Minnaugh.

Commissioner Good asked if the building will be hurricane rated. District Director Hart said that it will be hurricane rated; to withstand winds of 180 mph. Commissioner Good asked if there is any proposed increase for generated power, or is the generated power currently there sufficient. District Director Hart said that the generated power that is currently there is sufficient, and it will tie-in, so that there will be a connection to that power source (backup generator); and the District will have a solar powered electric element to the project as well. It is part of the scope.

The question was called and it was carried unanimously.

D. OTHER

- **E-mail Password** – District Director Hart reminded the Board to submit their password information for the SBDD e-mail accounts.

05. Attorney Report:

None.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER'S QUESTIONS/COMMENTS

Commissioner Mersinger asked District Director Hart that with the storm that may or may not come, has the District been drawing down the water levels already. District Director Hart replied yes, we are holding the water levels at control elevation, and have a conference call with SFWMD later today, and will get further direction on what we can do with our water levels. It depends on the forecast. Right now the levels are all pretty good.

Commissioner Goggin said that it was his understanding that in governmental facilities, like fire rescue stations, that they meet a different level of building code on hurricane scales; so that they don't collapse as easily, and that they go through other rules. Because the District is a separate entity, and at a certain level, where it is important for our equipment to be used at the time of need, is this something for the garage building that should be looked at; to be at that level of criteria; or is that something that the District should not be concerned about. District Director Hart replied that is something that the District will take into account when they look at the scope; but Emergency Operation Centers and certain shelters have a bit of a higher standard and different components than our garage building. For example, a back-up water supply, etc. which is more for shelters and facilities where people will be inside the building, as opposed to a garage type area.

08. MEETING DATE(S)

- A. **Regular Board Meeting** will be held on **Monday, September 12th at 8:00 a.m.** with the **Final Budget Hearing for 2016/2017 Fiscal Year** to be held at **8:15 a.m.**

Adjournment at 9:17 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: September 2, 2016

TO: South Broward Drainage District Commissioners

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

Subject: Variance Request for Property Owned by Anel and Marie Monrose at 17359 SW 54th Street, Miramar, FL 33029

Comments:

The owner of the property located at 17359 SW 54th Street, Miramar, FL 33029 is requesting a variance from SBDD for the encroachment of a concrete patio approximately 14' into a 20' Lake Maintenance Easement (LME). The property is owned by Anel and Marie Monrose and is located in the Sunset Falls development in Miramar.

The patio was constructed in 2013 under a Building Permit issued by the City of Miramar. Neither the Contractor nor the property owner was aware that a permit/sign-off was also required from SBDD.

It was recently determined that the concrete patio encroaches approximately 14 feet into the LME and is not compliant with SBDD criteria. This determination was made when the property owner requested approval from the City to construct a 2nd floor addition to the existing home. As a result, the property owner is requesting a variance and permit from SBDD for the patio encroachment.

Mrs. Monrose met with the Variance Review Committee (VRC) on August 10, 2016 and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

The details of the variance as discussed at the VRC are as follows:

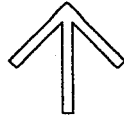
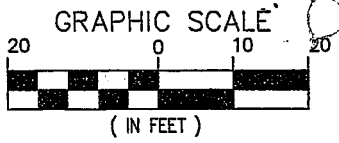
1. Per SBDD Criteria, the concrete patio is permitted to encroach four feet (4') into the LME.
2. The concrete patio was constructed in 2013 by a licensed Contractor.
3. The Contractor obtained a Building Permit from the City of Miramar to construct the patio.
4. Neither the Contractor nor the property owner was aware that a permit/approval was also required from SBDD.
5. The patio was constructed to allow for the enjoyment and improved quality of life for the Monrose's son who is allergic to grass.
6. The HOA for this community has no objections to the variance request.
7. Mr. and Mrs. Monrose are agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

SBDD staff has no objections to this variance request.

The requested variance is to allow the encroachment of a concrete patio approximately 14 feet into a 20-foot Lake Maintenance Easement. If the variance is approved, the homeowner will be required to enter into an Indemnification and Hold Harmless Agreement with SBDD and pay for all associated legal fees and recording fees.

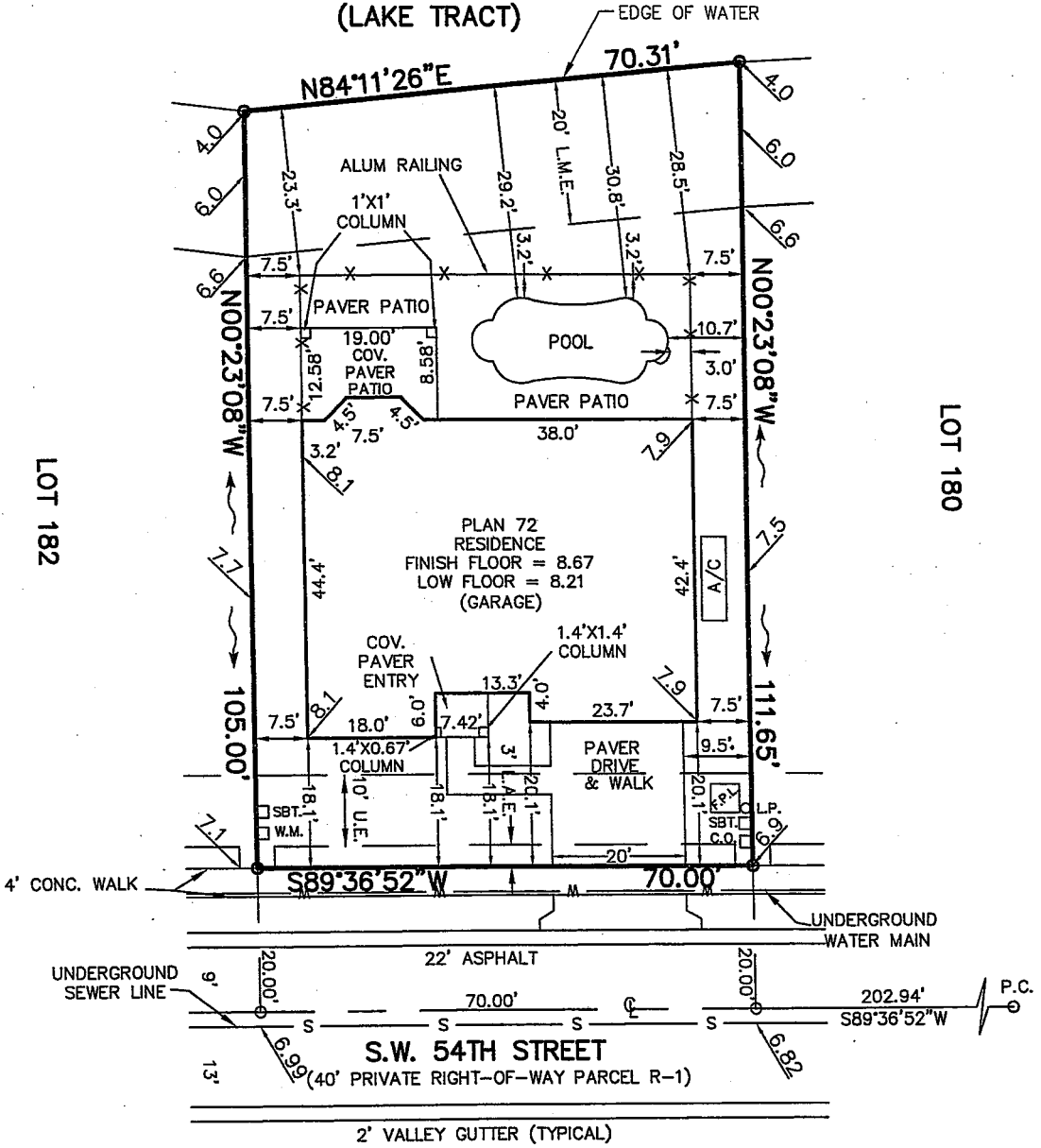
Financial impacts to this Agenda Item: there will be no financial impacts to this agenda item, as the property owner will be required to pay all associated legal costs, if any, and recording fees.

KH
Attachments



NORTH

PARCEL L-1
(LAKE TRACT)



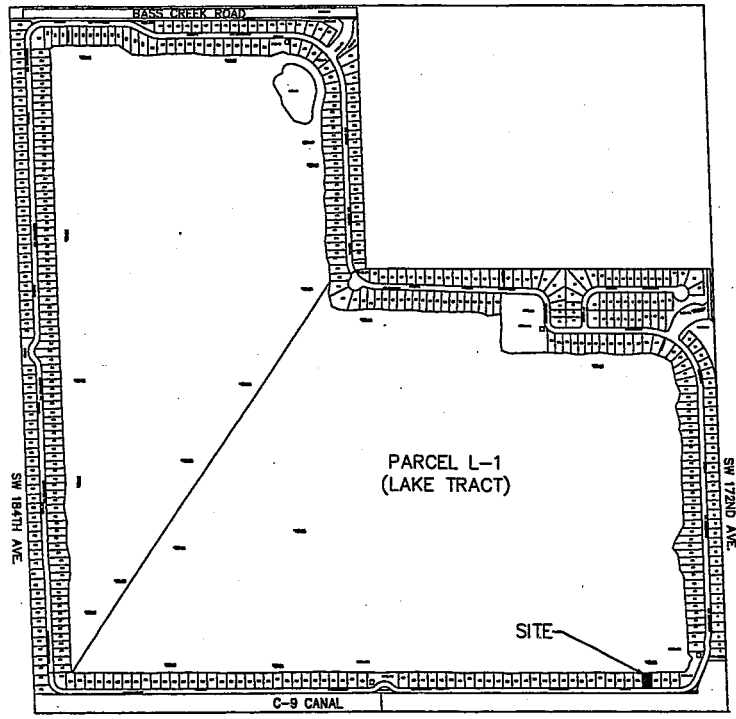
SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LAND SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452

SUNSET FALLS PLAT 1
 LOT 181 BOUNDARY SURVEY

| REVISION | DATE |
|---------------------|---------|
| ADD PLAT BOOK & PG. | 9/28/05 |
| FORMBOARD SURVEY | 3/7/08 |
| SLAB SURVEY | 3/20/08 |
| FINAL SURVEY | 9/12/08 |
| ADD CERTIFICATION | 9/21/08 |

| | |
|-----------|--------|
| DATE | 8/2/05 |
| DRAWN BY | JJ |
| F.B./ PG. | N/A |
| SCALE | 1"=20' |
| JOB NO. | 4905 |



CERTIFIED TO:
 ANEL MONROSE;
 SOUTHSTAR FUNDING;
 ACT TITLE
 COMPANY, INC.;
 FIDELITY NATIONAL
 TITLE INSURANCE
 COMPANY.

LOCATION MAP
 NOT TO SCALE

| | | | | |
|--|--------------------------|----------------------------------|---|---------------------------|
| ○ SET 5/8" IR/CAP LB 3591 | TYPICAL | ⊙0.00 | ↑ | ELEVATION |
| L.A.E. - LANDSCAPE AND ACCESS EASEMENT | LEGEND NOTES | → | | C.O. - CLEANOUT |
| L.M.E. - LAKE MAINTENANCE EASEMENT | | | | R.P. - RADIUS POINT |
| A/C - AIR CONDITIONER | D.E. - DRAINAGE EASEMENT | P.I. - POINT OF INTERSECTION | | P.C. - POINT OF CURVATURE |
| L - ARC LENGTH | CONC. - CONCRETE | FND. - FOUND | | R. - RADIUS |
| C.B. - CATCH BASIN | COV. - COVERED | F.H. - FIRE HYDRANT | | U.E. - UTILITY EASEMENT |
| O.H.M.E. - OVERHANG/ MAINTENANCE EASEMENT | ELEV. - ELEVATION | F.P.L. - FLORIDA POWER & LIGHT | | W.M. - WATER METER |
| | ESMT. - EASEMENT | FIN. - FINISHED | | Δ - DELTA (CENTRAL ANGLE) |
| | | FLR. - FLOOR | | |
| | | O/S - BUILDING OFFSET | | |
| | | P.C.P. - PERMANENT CONTROL POINT | | |

DESCRIPTION:

LOT 181, "SUNSET FALLS PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

CONTAINING 7,583 SQUARE FEET / 0.174 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE RECORD PLAT BASED ON THE SOUTH LINE OF LOT 181, BEARING S89° 36' 52"W.
5. THE "LAND DESCRIPTION" HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. FLOOD ZONE AH (EL 6'); COMMUNITY PANEL NO. 120048 0290 F; DATE: AUGUST 18, 1992


ADDRESS: 17359 SW 54 STREET

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON AUGUST 2, 2005. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LAND SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452


 DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO: 5005
 STATE OF FLORIDA
 L.B. 3591

| | |
|-----------|--------|
| DATE | 8/2/05 |
| DRAWN BY | JJ |
| F.B./ PG. | N/A |
| SCALE | N/A |
| JOB NO. | 4905 |

SUNSET FALLS PLAT 1
LOT 181 BOUNDARY SURVEY

(LAKE TRACT)

N84°11'26"E

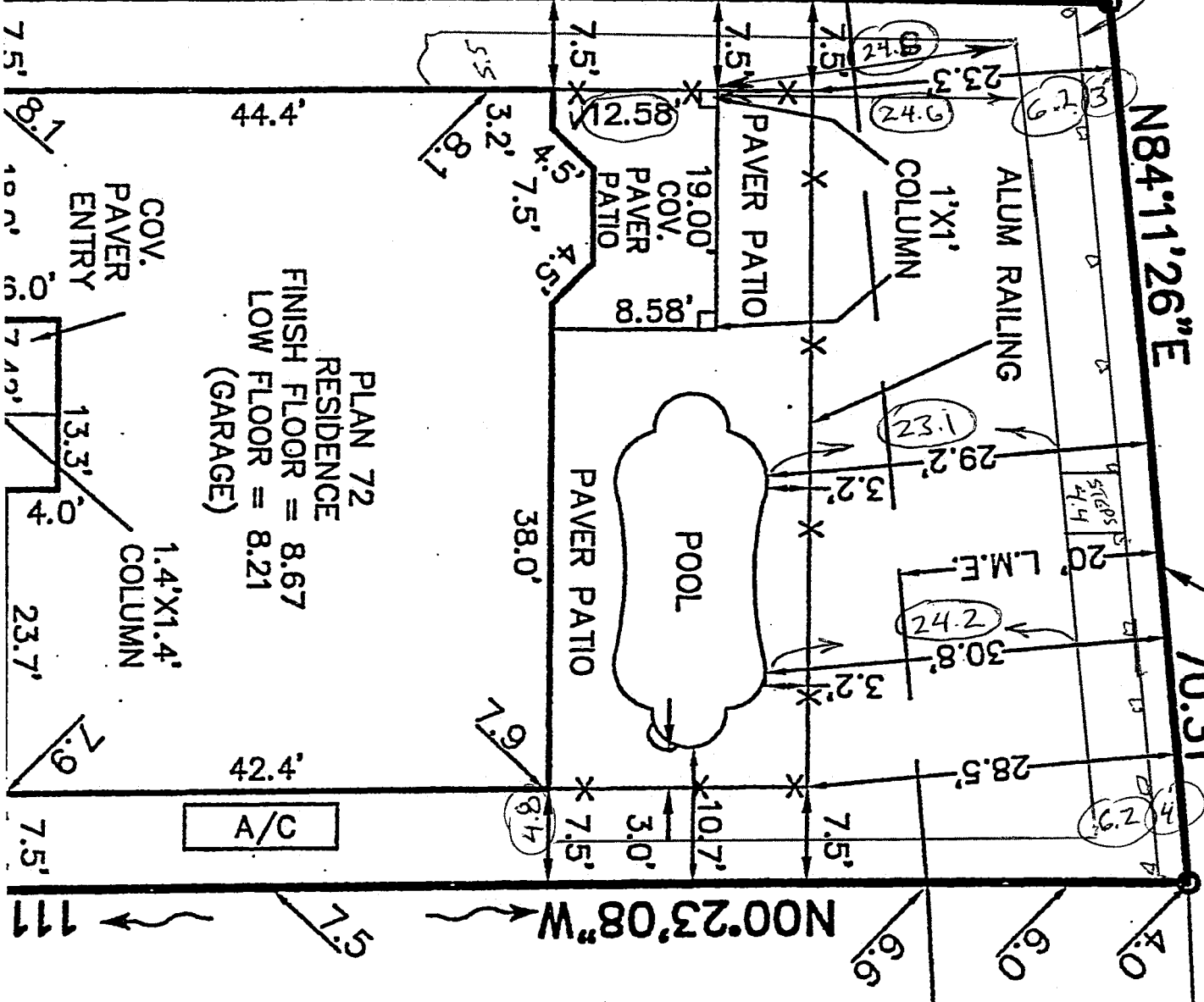
4' ALUM FENCE

EDGE OF WATER

70.31'

N00°23'08"W

N00°23'08"W



PLAN 72
 RESIDENCE
 FINISH FLOOR = 8.67
 LOW FLOOR = 8.21
 (GARAGE)

A/C

FENCE TO E.O.W.
 3' W. R
 4' E. R

17359 SW 54 ST.
 8/12/2016

LOT 180

ELECTRIC/LIGHTS



CITY OF MIRAMAR
2200 Civic Center Place
Miramar, Florida 33025
Community Development Department

PLEASE NOTE: When calling an inspection, please substitute the first 3 letters of the 10 character permit # with the following three digits:

BLD=253 ELE=353
 MEC=632 MST=678
 PLM=756

PERMIT

Permit # BLD13-01690 Type: PAD Issued: 7/15/2013
 Job Location: 17359 SW 54ST LOT# 181
 Lot: 181 Blk: Subdiv: SUNSET FALLS
 Parcel: 51-40-31-02-1810
 Owner: MARIE MUNROSE User ID: 264 Pin: 4263
 ANEL MUNROSE User ID: 264 Pin: 4263
 Project: BLD13-01690
 Job Description: Brick paver patio for Monroe
 Applied Date: 7/3/2013 Appl Oper: BDAD

| | | | |
|------------------|---------------------------|-----------|--------|
| Applicant Name: | AXXIS HOME DEVELOPERS INC | User ID: | 530963 |
| Contact Phone: | 786-518-2307 | User Pin: | 6460 |
| Contractor Name: | OCHOA, FREDDY | | |
| Business Name: | AXXIS HOME DEVELOPERS INC | | |

Type: Contractor
 Cert Nbr:
 User ID: 530963
 PIN: 6460

FCC Code: 703
 Square Footage: Floors: Job Value: \$ 8,200.00
 Number of Units: Baths: Buildings:
 Number of Bdrms: Zoning: Use:

| Item: | Quantity | Total: | Fee Type | Amount Due |
|-------|----------|--------|-----------------------------|---------------|
| | | | BCS BROWARD CO. SURVE | 6.12 |
| | | | PRF Plan Review Fee | 49.20 |
| | | | RAD FL. ST. \$468.631 SURCH | 2.00 |
| | | | SCF FL. ST. \$553.721 SURCH | 2.00 |
| | | | SUR 7% Structural Surcharge | 12.18 |
| | | | TCE BUILDING EDUCATION | 1.80 |
| | | | WRK Permit Fee | 123.00 |
| | | | Total: | 196.30 |

Permit holder acknowledges through acceptance of this permit that separate permits must be obtained as required by South Florida Building Code including those for all electric, plumbing, mechanical, roofing, and structural work. Further he/she acknowledges responsibility to comply with all requirements of the South Florida Building Code.

Notice: In addition to the requirements in this permit, there may be additional restrictions applicable to this property that may be found in the records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.

Warning to owner: Your failure to record a notice of commencement may result in you paying twice for building improvements to your property. If you intend to obtain financing, consult with your lender or an attorney before recording your notice of commencement.

 Building Official or Authorized Signature

 Date

 Received By

 Date

Sunset Falls Homeowners Association, Inc.

c/o Castle Management
17634 S.W. 47th Street
Miramar, FL 33029
800-337-5850

06/20/2013

Anel Monroe & Marie Monroe
17359 SW 54th Street
Miramar, FL 33029

**RE: Architectural Approval
17359 SW 54th Street**

Dear Homeowner:

Your request for architectural change has been approved for the following specific modification to your home:

Travertine pavers installation on pool area.

The approval of your request for architectural change is subject to the following stipulations:

The Association reserves the right to make a final inspection of the modification to ensure that it corresponds with the submitted request for architectural change and conforms to any stipulations of the approval. Please adhere to the plan you submitted, or submit an additional Request for Architectural Change if you need to deviate from the submitted plan.

Please be aware that you may also be required to meet certain local building codes and setback requirements when making this modification. Additional permits may be required and can be applied for at the city offices. Please also be aware that you are responsible for contacting the appropriate utility companies should your modification involve any digging activity.

This approval is based only on the aesthetics of your proposed modification and should not be construed as certification of construction worthiness and/or structural integrity of the proposed modification.

We appreciate your cooperation in submitting this request for architectural change. The Association encourages owners to take an interest in the appearance of their homes since an attractive community helps protect and enhance the value of all homes. If there are any additional questions or concerns please contact us at 800-337-5850.

Respectfully,

Castle Management, LLC.
On behalf of the Board of Directors
Sunset Falls Homeowners Association, Inc.









MEMORANDUM

DATE: September 2, 2016

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2016-10 – Authorize South Broward Drainage District to Enter into an Agreement with 7-Eleven, Inc. to Allow for the Installation of a Monitoring Well on District-Owned Property

Comments:

Proposed Resolution 2016-10 authorizes South Broward Drainage District (SBDD) to enter into an Agreement with 7-Eleven, Inc. (7-Eleven) to allow for the installation of a monitoring well on District-owned property.

7-Eleven owns an out-parcel in the commercial shopping center located on the southwest corner of Flamingo Road and Pines Blvd. The 7-Eleven property was previously approved and permitted, and its current use consists of a convenience store, car wash, gasoline dispensers and underground storage tanks. The District owns a 30-foot strip of land adjacent to the 7-Eleven property to east, which borders the Flamingo Road Canal.

7-Eleven is requesting approval from the District to construct a groundwater monitoring well within the 30' Strip of District-owned land in order to delineate the horizontal extent of the dissolved petroleum hydrocarbons in the groundwater from a discharge relating to the underground storage tanks on the 7-Eleven property.

The proposed Agreement includes the following provisions:

- Hold Harmless/Indemnification language related to the monitoring well installation.
- Requirement for 7-Eleven to perform any and all remediation of the District's 30-foot strip of land and the Flamingo Road Canal associated with the discharge related to the underground storage tanks on the 7-Eleven property.
- Reimbursement of all costs related to the Agreement and any costs arising out of damage or pollution to the 30' Strip, Flamingo Road Canal, or District's drainage systems resulting from the discharge relating to the underground storage tanks on the Subject Property.
- 7-Eleven shall obtain all required federal, state and local permits associated with the installation of the monitoring well.
- 7-Eleven shall be responsible to comply with all local, state and federal regulatory requirements for water quality associated with the installation of the monitoring well.
- 7-Eleven will provide the District with as-built drawings of the monitoring well upon the completion of construction.
- The monitoring well will be abandoned in place upon completion of all remediation activities associated with the discharge at the 7-Eleven property.
- Allows for additional monitoring wells to be constructed, if required.

District staff has no objections to the proposed monitoring well installation, as the monitoring well is required to assess the horizontal extent of the dissolved petroleum hydrocarbons in the groundwater from a discharge relating to the underground storage tanks on the 7-Eleven property, including any possible impacts

to the District-owned property; and 7-Eleven will be responsible for any and all remediation work including any required remediation work on District-owned property.

Financial impacts to this Agenda Item: None; the proposed Agreement includes provisions for payment of all costs associated with Agreement and any costs arising out of damage or pollution to the District's 30' Strip of land or the Flamingo Road Canal, resulting from the discharge relating to the underground storage tanks on the 7-Eleven property.

This to request approval of Resolution 2016-10 authorizing SBDD to enter into an Agreement with Eleven, Inc. to Allow for the Installation of a Monitoring Well on District-Owned Property.

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION No. 2016-10**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH 7-ELEVEN, INC. TO ALLOW FOR THE INSTALLATION OF A MOINTORING WELL ON DISTRICT-OWNED PROPERTY; PROVIDING FOR 7-ELEVEN, LLC INDEMNIFYING AND HOLDING THE SOUTH BROWARD DRAINAGE DISTRICT HARMLESS FROM ANY DAMAGE RESULTING FROM CONSTRUCTION AND PLACEMENT OF THE MONITORING WELL ON DISTRICT-OWNED PROPERTY; 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, 7-Eleven, Inc., hereinafter referred to as "7-Eleven", is a Texas corporation; and

WHEREAS, 7-Eleven is the owner of property located directly west of and adjacent to a thirty foot (30') strip of District-owned land located west of the District's Canal No. 3 a/k/a Flamingo Road Canal, 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, the District is the owner of the aforestated thirty foot (30') strip of land located directly east of and adjacent to the Subject Property (hereinafter referred to as "30' Strip"); and

WHEREAS, the Subject Property was previously permitted and developed, and its current use consists of a convenience store, car wash, gasoline dispensers and underground storage tanks; and

WHEREAS, 7-Eleven is requesting approval from the District to construct a

groundwater monitoring well adjacent to Subject Property and within the 30' Strip; and

WHEREAS, the monitoring well is required to assist 7-Eleven in the delineation of the horizontal extent of the dissolved petroleum hydrocarbons in the groundwater from a discharge relating to the underground storage tanks at the Subject Property; and

WHEREAS, the monitoring well will be constructed in accordance with all federal, state, local and District criteria; and

WHEREAS, upon completion of all remediation activities associated with the discharge at the Subject Property, the monitoring well will be abandoned in place and the well location site will be properly restored; and

WHEREAS, the monitoring well is depicted on the drawings attached as Exhibit "B" to the Agreement; and

WHEREAS, District has agreed to allow 7-Eleven to construct the monitoring well within the 30' Strip in accordance with the limitations, terms and conditions stated in the Agreement; and

WHEREAS, the District has prepared an Agreement whereby the Developer will be permitted to construct the monitoring well within the 30' Strip, subject to certain terms and conditions as stated in the Agreement; and

WHEREAS, the Agreement is attached to this Resolution No. 2016-10 as Exhibit "1" and is herein referred to as the "Agreement"; and

WHEREAS, 7-Eleven shall be responsible for all costs associated with the use of the 30' Strip for the purpose of installing the monitoring well within said District-owned land; and

WHEREAS, 7-Eleven, their successors, assigns and heirs agree that during construction, maintenance, and abandonment of the monitoring well within the 30' Strip, they shall take all reasonable and necessary steps to prevent pollution or damage to the 30' Strip, the District's drainage systems, and the adjacent Flamingo Road Canal as a result of said construction, maintenance and abandonment; and

WHEREAS, 7-Eleven shall be responsible to perform any and all remediation of the 30' Strip and the adjacent Flamingo Road Canal associated with the discharge relating to the underground storage tanks on the Subject Property in accordance with federal, state, local and District criteria; and

WHEREAS, 7-Eleven, their successors, assigns and heirs agree to be responsible

for and reimburse District for any and all costs arising out of damage or pollution to the 30' Strip, Flamingo Road Canal, or District's drainage systems resulting from the discharge relating to the underground storage tanks on the Subject Property; and

WHEREAS, under the Agreement, 7-Eleven will indemnify and hold harmless the District from any liability resulting from construction and placement of the monitoring well within the 30' Strip and 7-Eleven's subsequent use of the 30' Strip; and

WHEREAS, the District and 7-Eleven are desirous of entering into an Agreement to provide for approval to allow 7-Eleven to construct the monitoring well within the 30' Strip; and

WHEREAS, a public meeting was held on the 12th day of September, 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 7-Eleven is approved.

3. The District's attorney and District Director are authorized and directed to submit the Agreement to 7-Eleven 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 exhibit 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 exhibit attached to the Agreement.

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

Resolution.

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

ADOPTED AND DATED the _____ day of _____, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution No. 2016-10 was acknowledged before me this _____ day of _____, 2016 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

(NOTARY SEAL OR STAMP)



Notary Public - State of Florida at Large

EXHIBIT "1"

September 2, 2016

Prepared by: DOUGLAS R. BELL, ESQUIRE

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

33331 FOLIO NO. 514014020250

Agreement (7-ELEVEN FLAMINGO ROAD)

THIS AGREEMENT for installation and maintenance of monitoring well(s) is made this ____ day of _____, 2016, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District" and 7-ELEVEN, INC., a Texas corporation, whose address is 3200 Hackberry Road, Irving, Texas 75063 (hereinafter referred to as "7-Eleven").

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, 7-Eleven is the owner of property located directly west of and adjacent to a thirty foot (30') strip of land located west of the District's Canal No. 3 a/k/a Flamingo Road Canal, said property hereinafter referred to as "Subject Property" is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO; and

WHEREAS, the District is the owner of the aforesaid thirty foot (30') strip of land located directly east of and adjacent to Subject Property (hereinafter referred to as "30' Strip"); and

WHEREAS, the Subject Property was previously permitted and developed, and its current use consists of a convenience store, car wash, gasoline dispensers and underground storage tanks ; and

WHEREAS, 7-Eleven is requesting approval from the District to construct one or more groundwater monitoring wells adjacent to the Subject Property and within the 30' Strip of District-owned land; and

WHEREAS, the monitoring well(s) are required to assist 7-Eleven in the delineation of the horizontal

extent of dissolved petroleum hydrocarbons in the groundwater from a discharge resulting from 7-Eleven's operation of underground storage tanks at the Subject Property (hereinafter referred to as "the Release"); and

WHEREAS, the monitoring well(s) will be constructed in accordance with all federal, state, local and District criteria; and

WHEREAS, upon completion of all remediation activities associated with the Release, the monitoring well(s) will be abandoned in place and the well location site(s) will be properly restored; and

WHEREAS, 7-Eleven is requesting approval from the District to construct the aforesaid monitoring well(s) within the aforesaid 30' Strip; and

WHEREAS, the first monitoring well to be installed is depicted on the drawings attached hereto as Exhibit "B", and if any additional monitoring well(s) are required to be installed in the future, 7-Eleven will provide the District with an amended Exhibit "B" so the District can preapprove the proposed location(s); and

WHEREAS, 7-Eleven shall be responsible for all costs associated with the use of the 30' Strip for the purpose of installing the monitoring well within said 30' Strip; and

WHEREAS, 7-Eleven, their successors, assigns and heirs agree that during construction, maintenance, and abandonment of the monitoring well within the 30' Strip, they shall take all reasonable and necessary steps to prevent pollution or damage to the 30' Strip, the District's drainage systems, and the adjacent Flamingo Road Canal as a result of said construction, maintenance and abandonment; and

WHEREAS, 7-Eleven shall be responsible to perform any and all remediation of the 30' Strip and the adjacent Flamingo Road Canal associated with the Release in accordance with federal, state, local and District criteria; and

WHEREAS, 7-Eleven, their successors, assigns and heirs agree to be responsible for and reimburse District for any and all costs arising out of damage caused by 7-Eleven's remedial efforts or failure to complete required remedial efforts to the 30' Strip, Flamingo Road Canal, or District's drainage systems; and

WHEREAS, as a condition for approval of 7-Eleven's request to utilize the 30' Strip as stated herein, the District requires 7-Eleven, to enter into an indemnification and hold harmless agreement indemnifying and holding harmless the District from any and all liability as a result of the construction and placement of the monitoring well(s) within the 30' Strip; and

WHEREAS, the District and 7-Eleven are desirous of entering into an agreement to provide for approval to permit the construction, maintenance and operation of monitoring well(s) within the 30' Strip; 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 7-Eleven 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, 7-Eleven, its successors and assigns agree to the following items:

(a) 7-Eleven and all successors to 7-Eleven shall be bound by this Agreement, which shall be a covenant running with the land. However, 7-Eleven 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 September ____, 2016 ("Effective Date").

(c) 7-Eleven will construct, maintain and operate the monitoring well(s) in accordance with District and Broward County rules and criteria.

(d) 7-Eleven shall obtain permits from the District and Broward County for the proposed monitoring well(s).

(e) 7-Eleven shall be responsible to comply with all local, state and federal regulatory requirements associated with the monitoring well(s) use of the Subject Property and the 30' Strip.

(f) 7-Eleven shall provide the District with as-built drawings of the monitoring well(s) upon the completion of construction.

(g) 7-Eleven shall pay for all costs of providing the foregoing items.

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

(a) That the District will issue a Permit to 7-Eleven for construction of the monitoring well(s) so long as all other District and Broward County criteria for the monitoring well(s) have been met.

(4) This Agreement is between the District and 7-Eleven only and there are no Third Party Beneficiaries not specifically named herein that have or are intended to have any beneficial or enforceable rights under this Agreement.

(5) 7-Eleven hereby agrees for itself, and its successors and assigns, with respect to the monitoring well(s), to indemnify the District and hold District harmless from any claims, losses, damages or expenses, arising out of 7-Eleven's construction and maintenance of the monitoring well(s), associated with the Flamingo Road Canal or the 30' Strip.

(6) This indemnification includes but is not limited to any and all personal injuries which may be

sustained by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction and maintenance of the monitoring well.

(7) 7-Eleven and its successors, assigns and heirs agree to indemnify District from any and all liability, loss or damage District may suffer, other than that which is the result of reckless or willful acts or gross negligence of District's employees or agents, as a result of any third party claims, demands, costs or judgments and further agree to take over and defend any third party claims brought or such actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels.

(8) 7-Eleven and its successors and assigns, agree that all work shall comply with the District's Criteria Manual and that they shall hold the District harmless for any violations of same, in the event of any loss or damage suffered by the District.

(9) 7-Eleven acknowledges that District has no obligation or responsibility regarding the construction or maintenance of the monitoring well(s) and that the District shall have no obligation to repair or be responsible for any damage which may be caused to the monitoring well(s) by the District or any third party.

(10) 7-Eleven, their successors, assigns and heirs agree that during construction, maintenance, and abandonment of the monitoring well(s) within the 30' Strip, they shall take all reasonable and necessary steps to prevent pollution or damage to the 30' Strip, the District's drainage systems, and the adjacent Flamingo Road Canal as a result of said construction, maintenance and abandonment; and

(11) 7-Eleven shall be responsible to perform any and all remediation of the 30' Strip and the adjacent Flamingo Road Canal associated with the Release in accordance with federal, state, local and District criteria; and

(12) 7-Eleven, their successors, assigns and heirs agree to be responsible for and reimburse District for any and all costs arising out of 7-Eleven's remedial efforts or failure to complete remedial efforts to the 30' Strip, Flamingo Road Canal, or District's drainage systems; and

(13) This Agreement does not and is not intended to release third parties from any damage that third parties may cause to the monitoring well(s).

(14) 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.

(15) 7-Eleven by signing this Agreement, acknowledges that District is only permitting occupancy of the 30' Strip by the monitoring well(s) and that District has not reviewed and will not review, acknowledge, or comment on the structural integrity or sufficiency of the monitoring well(s).

(16) 7-Eleven further acknowledges that the monitoring well(s) will be constructed and maintained in substantial compliance with the construction drawings approved by the District.

(17) To the extent that the 7-Eleven is determined to be the cause of any damage to adjacent properties or the District's drainage system as a result of construction, maintenance or repair of the monitoring well(s), 7-Eleven agrees to take responsibility for such damage, without waiving any defenses or admitting any liability thereto or absolving any of 7-Eleven's contractors or subcontractors or third parties from liability for their own actions.

(18) 7-Eleven hereby agrees to indemnify and hold harmless, the District and its agents, employees and commissioners, from any and all liability, loss or damage the District, its agents, employees or commissioners, may suffer as a result of claims, demands, costs, attorney's fees, judgments, liens, penalties, or interest, as a result of any damage to the monitoring well(s), except for such damages which are caused by the willful or wanton acts or gross negligence of the District, its agents, employees or commissioners. In addition, 7-Eleven, and District acknowledge that:

(a) After receipt of notification of a claim or action against the District, the District shall notify 7-Eleven in writing within fifteen (15) calendar days or as reasonably practical, by registered or certified mail, of any such claim made or action filed against the District of the obligations indemnified against hereunder.

(b) 7-Eleven shall defend any such claims brought, or actions filed against the District, its agents, employees or commissioners, with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be

brought or an action filed with respect to the subject of the indemnity herein, the District agrees that 7-Eleven may employ attorneys of their own selection to appear and defend the claim or action on behalf of the District at the expense of 7-Eleven. 7-Eleven shall have the primary authority for the direction of the defense and may make recommendations to the District concerning the acceptability of any compromise or settlement of any claims or actions against the District. The District retains the right to reject any settlement offer which may be proposed pursuant to this Agreement and no settlement shall be made without approval by the District's Board of Commissioners, provided, however, District does not have the right to reject a settlement, and 7-Eleven shall not be required to obtain District's approval of a settlement involving only the payment of money by 7-Eleven pursuant to the indemnity contained in this Agreement, provided that the settlement releases the District and its agents, employees and commissioners from any and all liability arising out of the proceeding being settled. Copies of all correspondence and pleadings associated with any litigation arising out of this paragraph shall be mailed to District and District's attorney and as directed by the District.

(19) Except in the case of an emergency requiring immediate action, the District agrees to give reasonable notice (not less than 14 days) to 7-Eleven in advance of incurring any expense indemnifiable under this Agreement to allow 7-Eleven the right to cure the matter or to incur the expense directly. If 7-Eleven fails to take action within sixty (60) days, the District may incur the expense. In such case, 7-Eleven agrees to pay the expense within thirty (30) days of receiving adequate documentation of the expense, unless the reasonableness or necessity of the expense is contested in good faith. If 7-Eleven contests the expense in good faith, then the parties agree to use their best efforts to come to an agreement to resolve the disputed issue. If no resolution is reached, 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 18% per year or the highest non-usurious 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 the District is required to foreclose this lien, then and in such event the District will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures. District further acknowledges that any lien rights hereunder shall become effective only upon the District recording said lien in the Public Records of Broward County, Florida. In the further event the District elects to foreclose this lien, then and in such event the District will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures, which shall

be filed, in accordance with Chapter 713, Florida Statutes, as amended. Upon payment in full of any lien filed hereunder, the District will within a reasonable period of time discharge said lien as a matter of record in the Broward County Public Records.

(20) 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 7-Eleven:
7-Eleven, Inc.
3200 Hackberry Road
Irving, Texas 75063
Attn: Jose Rios
Email: jose.rios@7-11.com
Phone: 972.828.6592

(21) 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.

(22) In the event of any litigation under this Agreement, 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.

(23) 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.

(24) 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.

(25) 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. 7-Eleven 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.

(26) 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.

(27) 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.

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

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

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

(31) 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.

(32) 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.

(33) 7-Eleven agrees to reimburse District and pay for all reasonable and necessary 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. The District agrees to provide 7-Eleven with reasonable documentation of fees and costs prior to payment.

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

DISTRICT

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Witness Signature

Attest:

Witness Printed Name

By: Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC

7-ELEVEN

Signed, sealed and delivered
in the presence of:

7-ELEVEN, INC., a
Texas Corporation

Witness Signature

By: _____

Witness Printed Name

Print Name: Kirk F. Sniff, Esq.

Witness Signature

Title: Attorney-in-Fact

Witness Printed Name

STATE OF _____)
)S
COUNTY OF _____)

The foregoing Agreement] was acknowledged before me this _____ day of _____, 2016 by _____ as _____ of 7-Eleven, Inc., a Texas _____ corporation, who is personally known to me or who produced _____ as identification.

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC:

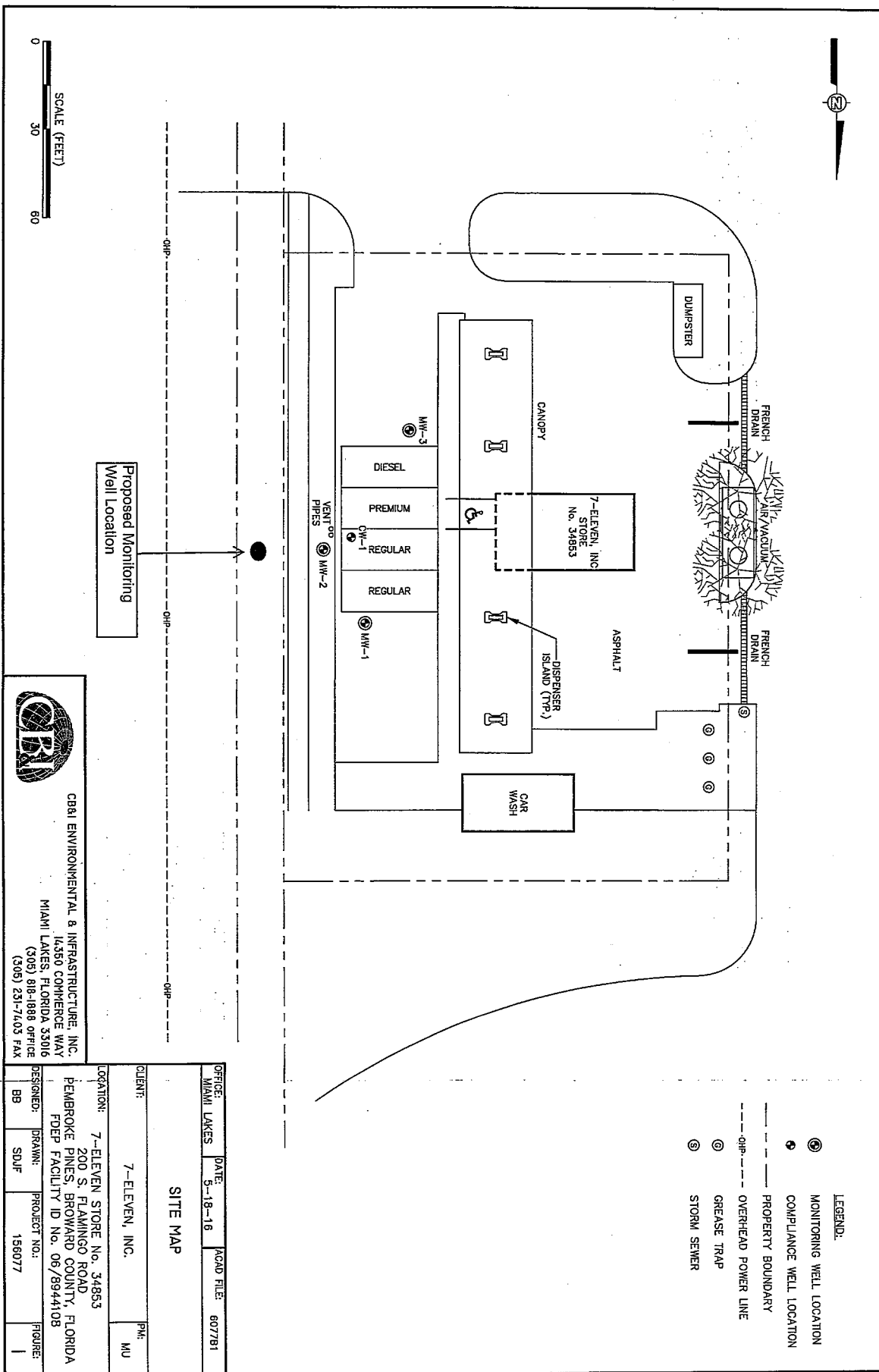
EXHIBIT "A"

LEGAL DESCRIPTION

PORTION OF TRACT A, "FLAMINGO WEST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 78 AT PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE NORTH 0 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT A FOR 415.15 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 06 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 59 MINUTES 06 SECONDS WEST FOR 150.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 54 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID TRACT A, FOR 200.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 06 SECONDS EAST AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 150.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 54 SECONDS WEST ALONG A LINE PARALLEL WITH AND 30.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE AFORESAID TRACT A, FOR 200.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

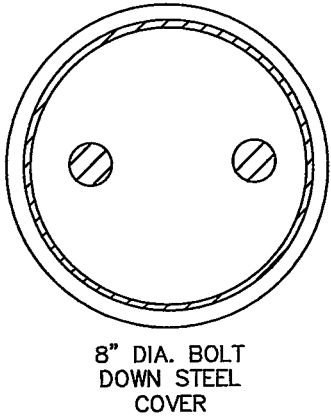
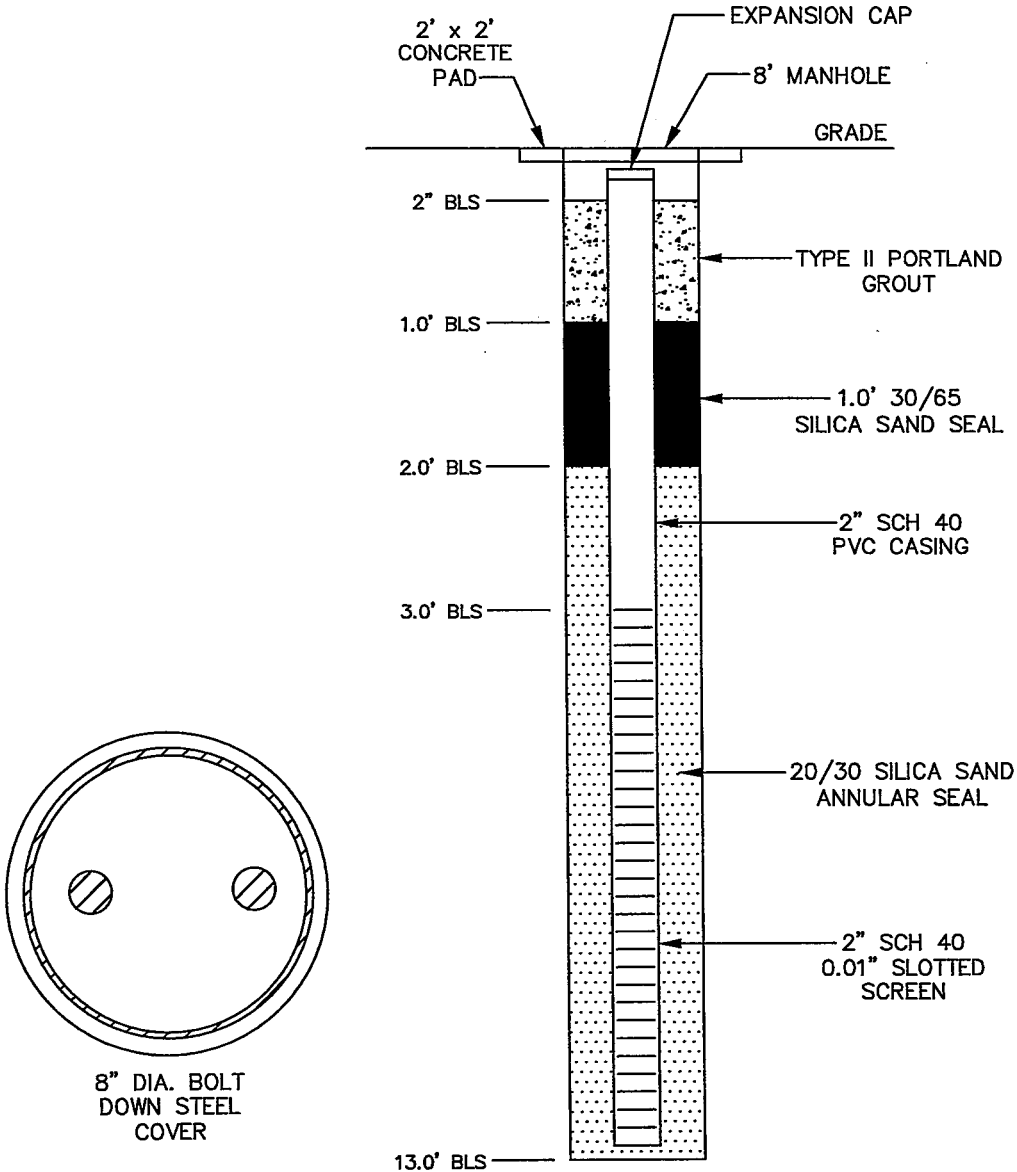
EXHIBIT "B"



- LEGEND:**
- ⊙ MONITORING WELL LOCATION
 - COMPLIANCE WELL LOCATION
 - PROPERTY BOUNDARY
 - OVERHEAD POWER LINE
 - ⊙ GREASE TRAP
 - ⊙ STORM SEWER

CBAI ENVIRONMENTAL & INFRASTRUCTURE, INC.
 14350 COMMERCE WAY
 MIAMI LAKES, FLORIDA 33016
 (305) 818-1888 OFFICE
 (305) 231-7403 FAX

| | | |
|---|------------------|------------------------|
| OFFICE: MIAMI LAKES | DATE: 5-18-16 | ACAD FILE: 607781 |
| SITE MAP | | |
| CLIENT: 7-ELEVEN, INC. | PM: MU | |
| LOCATION: 7-ELEVEN STORE No. 34853 200 S. FLAMINGO ROAD PEMBROKE PINES, BROWARD COUNTY, FLORIDA FOEP FACILITY ID No. 06/8944108 | DRAWN: SDJF | PROJECT NO.: 156077 |
| DESIGNED: BB | | FIGURE: 1 |



NOTE:

MONITORING WELL WILL BE FILLED WITH NON-SHRINK GROUT AT THE COMPLETION OF THE MONITORING.

| | | |
|------------------------|------------------|----------------------|
| OFFICE: MIAMI LAKES | DATE: 5-26-16 | ACAD FILE: 6077A1 |
|------------------------|------------------|----------------------|

SHALLOW MONITORING WELL CONSTRUCTION DIAGRAM

| | |
|---------------------------|-----------|
| CLIENT: 7-ELEVEN, INC. | PM: MU |
|---------------------------|-----------|

LOCATION: 7-ELEVEN STORE No. 34853
200 S. FLAMINGO ROAD
PEMBROKE PINES, BROWARD COUNTY, FLORIDA
FDEP FACILITY ID No. 06/8944108



CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
14350 COMMERCE WAY
MIAMI LAKES, FLORIDA 33016
(305) 818-1888 OFFICE
(305) 231-7403 FAX

| | | | |
|-----------------|----------------|------------------------|--------------|
| DESIGNED: BB | DRAWN: SDJF | PROJECT NO.: 156077 | FIGURE: 1 |
|-----------------|----------------|------------------------|--------------|



Image of
Typical Monitoring Well

MEMORANDUM

DATE: September 2, 2016

TO: South Broward Drainage District Commissioners

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

Subject: Request to Purchase Records Management Software

Comments:

This is a request for approval to purchase docStar Eclipse Records Management software and training from Astria Solutions Group, LLC in the amount of \$14,192.00.

Over the past 8 months, SBDD staff has been evaluating different products and options to help categorize the District's electronic files and to modernize its Records Management system. In the course of our research, we discovered that in addition to a file management/records management component, several companies offer add-on features that would allow SBDD to offer its residents and businesses improved customer service and cost savings. These benefits include on-line permitting and the ability to link SBDD's records database into its GIS mapping system, and allow residents and businesses to access specific, non-restricted, public records/documents on-line.

Two products emerged for this research as offering the best options for meeting the District's needs and objectives: "Laserfische" and "docStar Eclipse". Both of these products offer very similar features, which include:

- File Management and Records Management software, which will allow SBDD to categorize its files and records in accordance with the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies.
- Ease, accuracy, and efficiency in the retrieval of records/documents in response to a public records request.
- Work flow features which will track and notify staff on records retention requirements and on the disposal of specific records/documents in accordance with state statutes.
- Ability to manage both computer files/documents and e-mails.
- Add-on features to allow residents and businesses the ability to apply for and process permits on-line (E-permitting). This feature involves the creation of on-line forms that will link directly into the file management directories, and work flow features to track the process from beginning to end.
- Add-on features to link SBDD's file management database with an on-line GIS mapping system. This will allow residents and businesses the ability to click on an individual property (from a GIS map of the District), and access non-restricted, public records related to that property on-line.
- Training and support for all aspects of the software.
- It is staff's intent to begin filing all relevant documents by the Broward County Property Appraisers (BCPA) folio number for individual properties.

Once the new software has been installed and implemented, staff will begin filing and saving all new documents in accordance with the new file management structure and system. Over time, we will transfer and move existing files into the new directories. It's expected to take 3-5 years to fully implement the new filing and records management system and filing structure.

It is recommended that the features noted above be implemented in phases over the next three years as follows:

- Phase 1 – Records Management and File Management software.
- Phase 2 – On-Line Permitting, Forms, and Work Flow features.
- Phase 3 – Integration of SBDD Records Management database with an on-line GIS mapping feature.

SBDD is equally impressed with both the Laserfische and docStar Eclipse products; and feel that either product would serve the District very well. Reference checks on product satisfaction and vendors (for both products) all received positive responses.

Pricing for the two products did vary significantly however, as reflected on the attached Cost Comparison spreadsheet. Both products have an initial cost for the software, set-up, training and implementation; and then annual costs for on-going support and subscription rates. Based on the attached comparisons, I am recommending that the District purchase the docStar Eclipse Records Management software package from Astria Solutions Group, LLC in the amount of \$14,192.00. This is the Phase 1 cost.

The comparative cost analysis projects the total costs of both products over a 10-year period. This analysis includes both the initial costs and the annual subscription rates. Over the 10-year period, the docStar Eclipse package will cost between \$22,000 and \$45,000 less than the Laserfische package.

Financial impacts to this Agenda Item: SBDD's current fiscal-year budget includes the purchase of a Records Management, E-mail management and E-forms software in the amount of \$35,000; and the cost for this purchase (14,192.00) will be funded through the General Operating Account. SBDD's proposed budget for fiscal year 2016/2017 includes funds for Phase 2 of the system in the amount of \$25,000. Looking forward, it is anticipated that the District will be able to fund both the initial costs and the annual subscription rates for the overall implementation of the proposed system.

This is to request for approval to purchase docStar Eclipse Records Management software and training from Astria Solutions Group, LLC in the amount of \$14,192.00.

KH
Attachments

RECORDS MANAGEMENT SOFTWARE

Laserfiche

docStar Eclipse

Notes

| <u>Phase 1 - Records Management Software</u> | | | |
|--|----------|----------|--|
| One-Time Activation Fee | | \$99 | |
| Basic Starter System | \$15,000 | | |
| Annual Fees/Subscription Rate | \$3,100 | \$0 | |
| | | | |
| Records Management Module/Training (5 users) | | \$9,900 | includes \$99 activation fee |
| Records Management Module/Training (6 users) | \$9,000 | | |
| Annual Fees/Subscription Rate | \$1,800 | \$4,292 | |
| | | | |
| Total Phase 1 Costs | | | |
| Software/Training | \$24,000 | \$9,900 | |
| Annual Fees/Subscription Rate | \$4,900 | \$4,292 | |
| | | | |
| Total Phase 1 Costs for First Year | \$24,000 | \$14,192 | annual fees for Laserfiche are included in the first year costs for the software |

Laserfiche

docStar Eclipse

Notes

| <u>Phase 2 - On-Line Forms & On-Line Permitting</u> | | | |
|---|----------|----------|--|
| Web Portal | \$10,000 | | |
| Advanced Workflow | | \$8,100 | |
| Forms | \$15,000 | \$8,100 | |
| Subscription Rate -Web Portal | \$1,600 | N/A | |
| Subscription Rate -Advanced Workflow | N/A | \$0 | |
| Subscription Rate -Forms | \$2,000 | \$2,166 | |
| Total Phase 2 Costs | | | |
| Software/Training | \$25,000 | \$16,200 | |
| Annual Fees/Subscription Rate | \$3,600 | \$2,166 | |
| Total Phase 2 Costs for First Year | \$25,000 | \$18,366 | does not include Phase 1 costs; annual fees for Laserfiche are included in the first year costs for the software |

Laserfiche

docStar Eclipse

Notes

| <u>Phase 3 - Esri/ArcMap Configuration</u> | | | |
|---|----------|---------|--|
| Esri ArcMap Configuration/GeoDocs | \$17,000 | \$9,900 | |
| Outside Consultant fee for WebPack GIS software development | \$16,000 | N/A | |
| | | | |
| Subscription Rate | \$3,000 | \$6,579 | Subscription rates include access by 5/6 users at once; Individual subscription rate for ESRI/ArcMap (docStar) is \$110/user/month |
| | | \$3,947 | Subscription rate for ESRI/ArcMap (docStar) for limited access by 3 users |

| <u>Total for All Phases</u> | | | |
|-----------------------------|----------|----------|--|
| Software/Training | \$82,000 | \$36,000 | |
| Annual Subscription Rate | \$11,500 | \$10,405 | Subscription rate for ESRI/ArcMap (docStar) is based on access by 3 users at \$110/user/year |

| <u>Costs Over 10 Year Period</u> | <u>Laserfiche</u> | <u>docStar Eclipse</u> | <u>Difference</u> | <u>Notes</u> |
|--------------------------------------|-------------------|------------------------|-------------------|---|
| Year 1 - Records Management Software | \$24,000 | \$14,192 | \$9,808 | |
| Year 2 - On-Line Permitting | \$29,900 | \$22,658 | \$7,242 | |
| Year 3 - GIS Interface | \$41,500 | \$20,305 | \$21,195 | based on 3 users for docStar ArcMap |
| Year 4 | \$11,500 | \$10,405 | \$1,095 | on-going maintenance costs |
| Year 5 | \$11,500 | \$10,405 | \$1,095 | on-going maintenance costs |
| Year 6 | \$11,500 | \$10,405 | \$1,095 | on-going maintenance costs |
| Year 7 | \$11,500 | \$10,405 | \$1,095 | on-going maintenance costs |
| Year 8 | \$11,500 | \$10,405 | \$1,095 | on-going maintenance costs |
| Year 9 | \$11,500 | \$10,405 | \$1,095 | on-going maintenance costs |
| Year 10 | \$11,500 | \$10,405 | \$1,095 | on-going maintenance costs |
| | | | | |
| Totals | \$175,900 | \$129,990 | \$45,910 | Total savings with docStar Eclipse with 3 users |
| | | | \$22,349 | Total savings with docStar Eclipse with 5 users |

Notes:

- * Data is stored off-site with docStar Eclipse.
- * All data, files, file paths, file directories, etc. will remain the property of SBDD.
- * docStar Eclipse subscription rates are based on a 60 month subscription contract

MEMORANDUM

DATE: September 2, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: SBDD Resolution Nos. 2006-08 and 2006-09 - Proposed Assessment Rates and Final Draft Budget for Fiscal Year 2016/2017

Comments:

Attached for the Board's review and discussion are the proposed Assessment Rates and the final Draft Budget for the 2016/2017 fiscal year.

The total proposed budget for fiscal year 2016/2017 is \$3,404,742 with a recommendation to maintain the current assessment rates with no increases.

The final Draft Budget is consistent with the draft budget that was presented at the first Budget Hearing on July 28, 2016, with the following minor adjustments:

- Tax Revenues increased slightly to \$3,110,681 based on the latest update from the Broward County Property Appraiser's Office (BCPA).
- BCPA Collection Fees and Discount Rates were adjusted accordingly.
- Appropriation of Fund Balance decreased slightly.
- Payroll - Other decreased slightly.
- Workers Compensation Insurance decreased slightly.
- Maintenance Contracts increased slightly.

I am happy to answer any questions or provide whatever additional information is requested as it relates to the proposed assessment rates and draft budget for fiscal year 2016/2017.

Approval and adoption of the Assessment Rates for Fiscal Year 2016/2017 is under Resolution 2016-08; and approval of the Budget for Fiscal Year 2016/2017 is under Resolution 2016-09.

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION Nº 2016-08

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT APPROVING AND ADOPTING THE ASSESSMENT RATE FOR TAXATION AND ASSESSMENT OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2016/2017; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District is a political subdivision of the State of Florida, (hereinafter referred to as "District") charged with the responsibility of maintaining canals and other facilities within the area of its jurisdiction in Broward County, Florida; and

WHEREAS, the assessment rate for taxation and assessment of real property lying within the boundaries of the District for fiscal year 2016/2017 has been prepared by the District's Director, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a public hearing was held at the offices of the South Broward Drainage District, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:15 A.M. on Monday, September 12, 2016 for the purpose of approving and adjusting the assessment rate for taxation and assessment of real property within the boundaries of the District for fiscal year 2016/2017;

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

1. The foregoing statements are incorporated herein by reference as if fully stated herein.
2. The assessment rate for taxation and assessment of real property lying within the boundaries of the District for fiscal year 2016/2017 shall be as stated in Exhibit "A" to this resolution.
3. The taxation and assessment rates shall be effective as of October 1, 2016.
4. The Director or attorney of the District are directed to forward notification of the assessment rate for taxation and assessment of all real property lying within the boundaries of the District, in accordance with the rates stated in Exhibit "A" to this

Resolution, to the Broward County Property Appraiser, Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 and the Broward County Revenue Collector, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

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

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

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

ADOPTED and DATED the ____ day of September, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2016-08 was acknowledged before me this ____ day of September, 2016, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

[NOTARY SEAL OR STAMP]

↓

Notary Public:

**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016
AND ENDING SEPTEMBER 30, 2017**

| SUB-DISTRICT No. | OPERATIONS AND MAINTENANCE | TOTALS |
|---------------------|-------------------------------|---------|
| 1 (B1) | \$31.00 | \$31.00 |
| 1V | \$24.00 | \$24.00 |
| 1M | \$21.50 | \$21.50 |
| 1C | \$21.50 | \$21.50 |
| 1K | \$64.00 | \$64.00 |
| 2 (B2) | \$31.00 | \$31.00 |
| 2V | \$24.00 | \$24.00 |
| 2Z | \$0.00 | \$0.00 |
| 2M | \$21.50 | \$21.50 |
| 2C | \$21.50 | \$21.50 |
| 2K | \$64.00 | \$64.00 |
| 2L | \$0.00 | \$0.00 |
| 2X | \$0.00 | \$0.00 |
| 3 (B3) | \$31.00 | \$31.00 |
| 3L | \$0.00 | \$0.00 |
| 3V | \$24.00 | \$24.00 |
| 3M | \$0.00 | \$0.00 |
| 3C | \$21.50 | \$21.50 |
| 3K | \$64.00 | \$64.00 |
| 3G | \$64.00 | \$64.00 |
| 4 (B4) | \$0.00 | \$0.00 |
| 4H | \$31.00 | \$31.00 |
| 4I | \$31.00 | \$31.00 |
| 4J | \$64.00 | \$64.00 |
| EJ | \$0.00 | \$0.00 |
| GJ | \$21.50 | \$21.50 |
| 4K | \$31.00 | \$31.00 |
| 4L | \$0.00 | \$0.00 |
| EL | \$24.00 | \$24.00 |
| GL | \$64.00 | \$64.00 |
| 4N | \$64.00 | \$64.00 |
| EN | \$0.00 | \$0.00 |
| 4P | \$0.00 | \$0.00 |
| 4Q | \$0.00 | \$0.00 |
| 4R | \$21.50 | \$21.50 |
| 4S | \$0.00 | \$0.00 |
| 4T | \$21.50 | \$21.50 |
| 4V | \$64.00 | \$64.00 |
| EV | \$24.00 | \$24.00 |
| 5 (B5) | \$24.00 | \$24.00 |
| 5A | \$31.00 | \$31.00 |
| 5B | \$31.00 | \$31.00 |
| 5C | \$31.00 | \$31.00 |
| 5D | \$31.00 | \$31.00 |
| 5E | \$31.00 | \$31.00 |
| 5G | \$31.00 | \$31.00 |
| 5I | \$31.00 | \$31.00 |
| HI | \$0.00 | \$0.00 |

**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016
AND ENDING SEPTEMBER 30, 2017**

| SUB-DISTRICT No. | OPERATIONS AND MAINTENANCE | | TOTALS |
|-----------------------------|---------------------------------------|--|---------------|
| 5J | \$64.00 | | \$64.00 |
| HJ | \$24.00 | | \$24.00 |
| 5K | \$0.00 | | \$0.00 |
| 5M | \$64.00 | | \$64.00 |
| 5N | \$64.00 | | \$64.00 |
| HN | \$0.00 | | \$0.00 |
| 5P | \$0.00 | | \$0.00 |
| 5R | \$0.00 | | \$0.00 |
| HR | \$0.00 | | \$0.00 |
| 5S | \$0.00 | | \$0.00 |
| 5T | \$0.00 | | \$0.00 |
| 5U | \$0.00 | | \$0.00 |
| 5V | \$31.00 | | \$31.00 |
| HV | \$24.00 | | \$24.00 |
| 5W | \$64.00 | | \$64.00 |
| HW | \$24.00 | | \$24.00 |
| 5X | \$31.00 | | \$31.00 |
| HX | \$0.00 | | \$0.00 |
| 6 (B6) | \$24.00 | | \$24.00 |
| 7 (B7) | \$31.00 | | \$31.00 |
| 7V | \$24.00 | | \$24.00 |
| 7M | \$21.50 | | \$21.50 |
| RC | \$21.50 | | \$21.50 |
| 7K | \$64.00 | | \$64.00 |
| 8 (B8) | \$31.00 | | \$31.00 |
| 8M | \$21.50 | | \$21.50 |
| 8V | \$24.00 | | \$24.00 |
| 8K | \$64.00 | | \$64.00 |
| 9 (B9) | \$24.00 | | \$24.00 |
| 9A | \$31.00 | | \$31.00 |
| 9B | \$64.00 | | \$64.00 |
| UB | \$24.00 | | \$24.00 |
| 9C | \$64.00 | | \$64.00 |
| 9D | \$31.00 | | \$31.00 |
| 9E | \$64.00 | | \$64.00 |
| 9F | \$31.00 | | \$31.00 |
| 9G | \$31.00 | | \$31.00 |
| UG | \$24.00 | | \$24.00 |
| 9H | \$31.00 | | \$31.00 |
| UH | \$0.00 | | \$0.00 |
| 9I | \$31.00 | | \$31.00 |
| UI | \$24.00 | | \$24.00 |
| 9J | \$31.00 | | \$31.00 |
| UJ | \$24.00 | | \$24.00 |
| 9K | \$31.00 | | \$31.00 |
| UK | \$24.00 | | \$24.00 |
| 9L | \$31.00 | | \$31.00 |
| 9M | \$31.00 | | \$31.00 |

**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016
AND ENDING SEPTEMBER 30, 2017**

| SUB-DISTRICT No. | OPERATIONS AND MAINTENANCE | | TOTALS |
|-----------------------------|---------------------------------------|--|---------------|
| 9N | \$31.00 | | \$31.00 |
| 9P | \$31.00 | | \$31.00 |
| 9Q | \$31.00 | | \$31.00 |
| UQ | \$24.00 | | \$24.00 |
| 9R | \$31.00 | | \$31.00 |
| 9S | \$31.00 | | \$31.00 |
| 9T | \$31.00 | | \$31.00 |
| UT | \$24.00 | | \$24.00 |
| 9U | \$64.00 | | \$64.00 |
| 9V | \$0.00 | | \$0.00 |
| 9W | \$0.00 | | \$0.00 |
| 9X | \$0.00 | | \$0.00 |
| 9Y | \$0.00 | | \$0.00 |
| 9Z | \$0.00 | | \$0.00 |
| UZ | \$0.00 | | \$0.00 |
| 10 (BA) | \$24.00 | | \$24.00 |
| AA | \$31.00 | | \$31.00 |
| JA | \$24.00 | | \$24.00 |
| AC | \$64.00 | | \$64.00 |
| JC | \$24.00 | | \$24.00 |
| AZ | \$0.00 | | \$0.00 |
| JV | \$0.00 | | \$0.00 |
| AD | \$64.00 | | \$64.00 |
| JD | \$24.00 | | \$24.00 |
| AE | \$64.00 | | \$64.00 |
| JE | \$24.00 | | \$24.00 |
| AF | \$64.00 | | \$64.00 |
| JF | \$0.00 | | \$0.00 |
| AG | \$31.00 | | \$31.00 |
| JG | \$24.00 | | \$24.00 |
| JZ | \$64.00 | | \$64.00 |
| AH | \$31.00 | | \$31.00 |
| JH | \$24.00 | | \$24.00 |
| AI | \$31.00 | | \$31.00 |
| JT | \$24.00 | | \$24.00 |
| AJ | \$31.00 | | \$31.00 |
| JJ | \$24.00 | | \$24.00 |
| AK | \$31.00 | | \$31.00 |
| JK | \$24.00 | | \$24.00 |
| AL | \$31.00 | | \$31.00 |
| AM | \$31.00 | | \$31.00 |
| JM | \$24.00 | | \$24.00 |
| AN | \$31.00 | | \$31.00 |
| AP | \$31.00 | | \$31.00 |
| JP | \$24.00 | | \$24.00 |
| AQ | \$0.00 | | \$0.00 |
| AR | \$64.00 | | \$64.00 |
| AT | \$0.00 | | \$0.00 |

**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016
AND ENDING SEPTEMBER 30, 2017**

| SUB-DISTRICT No. | OPERATIONS AND MAINTENANCE | | TOTALS |
|-----------------------------|---------------------------------------|--|---------------|
| AV | \$64.00 | | \$64.00 |
| 11 (BB) | \$21.50 | | \$21.50 |
| VV | \$24.00 | | \$24.00 |
| VK | \$64.00 | | \$64.00 |
| 12 (BC) | \$31.00 | | \$31.00 |
| CV | \$24.00 | | \$24.00 |
| CN | \$21.50 | | \$21.50 |
| MH | \$21.50 | | \$21.50 |
| HC | \$21.50 | | \$21.50 |
| CK | \$64.00 | | \$64.00 |
| 13 (BD) | \$31.00 | | \$31.00 |
| DV | \$24.00 | | \$24.00 |
| DM | \$21.50 | | \$21.50 |
| DC | \$64.00 | | \$64.00 |
| DK | \$64.00 | | \$64.00 |
| 14 (BE) | \$0.00 | | \$0.00 |

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2016-09

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT ADOPTING THE APPROVED BUDGET OF THE SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2016/2017; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District is a political subdivision of the State of Florida, (hereinafter referred to as "District") charged with the responsibility of maintaining canals and other facilities within the area of its jurisdiction in Broward County, Florida; and

WHEREAS, the proposed tentative budget for the fiscal year 2016/2017, a copy of which is attached as Exhibit "A" to South Broward Drainage District Resolution N° 2016-09 was tentatively approved by the District Board of Commissioners on July 28, 2016, by South Broward Drainage District Resolution N° 2016-05; and

WHEREAS, the District has caused to be published in a newspaper of general circulation in Broward County, Florida (Sun-Sentinel) notice that a hearing on the budget for the purpose of hearing all objections to the budget as approved and making changes as the Board of Commissioners deems necessary shall be held on Monday, September 12, 2016, at 8:15 A.M.; and

WHEREAS, the District's Director has prepared the final District's budget, which is attached hereto as Exhibit "A"; and

WHEREAS, a public hearing was held at the offices of the South Broward Drainage District, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:15 A.M. on September 12, 2016, for the purpose of adopting the approved budget for the

fiscal year 2016/2017;

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

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

2. The District's budget for fiscal year 2016/2017, a copy of which is attached hereto as Exhibit "A" is approved and adopted and shall become effective at the beginning of the 2016/2017 fiscal year and the District's funds may be expended commencing October 1, 2016 and ending September 30, 2017.

3. The proposed expenditures in the final budget are \$ 3,404,742.

4. Funds of the District's 2016/2017 final budget not expended during the current fiscal year 2016/2017 may be used and expended during subsequent fiscal years.

5. The Director or attorney of the District are directed to forward a copy of this Resolution to the Broward County Property Appraiser, Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 and the Broward County Revenue Collector, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

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

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

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

ADOPTED and DATED the _____ day of September, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N^o 2016-09 was acknowledged before me this ____ day of September, 2016, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

[NOTARY SEAL OR STAMP]

↓

Notary Public:

**SOUTH BROWARD DRAINAGE DISTRICT
PROPOSED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017**

| | TOTALS |
|---|-------------|
| I. SALARIES/WAGES: | |
| 1501. ADMINISTRATIVE/OFFICE | \$345,247 |
| 1503. BOARD OF COMMISSIONERS | \$37,800 |
| 1505. FIELD OPERATIONS | \$518,706 |
| 1506. ENGINEERING/INSPECTIONS/PERMITTING | \$255,212 |
| 1507. PAYROLL TAXES/FICA | \$93,480 |
| 1509. PENSION/FRS | \$107,467 |
| 1513. OTHER | \$64,682 |
| TOTAL | \$1,422,594 |
| II. PROFESSIONAL FEES: | |
| 1520. ACCOUNTING/AUDIT FEES | \$25,000 |
| 1535. ENGR.FEES/SPECIAL PROJECTS/CONSULTING | \$65,000 |
| 1540. LEGAL FEES | \$60,000 |
| 1543. LEGAL FEES/SPECIAL PROJECTS | \$25,000 |
| 1544. OTHER | \$1,000 |
| TOTAL | \$176,000 |
| III. INSURANCE: | |
| 1550. COMMERCIAL PROPERTY PACKAGE | \$36,000 |
| 1555. GENERAL/EXCESS LIABILITY | \$38,000 |
| 1560. GROUP HEALTH/LIFE/DENTAL | \$395,000 |
| 1570. WORKERS COMPENSATION | \$38,500 |
| TOTAL | \$507,500 |
| IV. OFFICE AND ADMINISTRATION: | |
| 1575. ADVERTISING | \$6,500 |
| 1585. COMPUTER SUPPLIES/UPGRADES | \$10,000 |
| 1590. DUES/SUBSCRIPTIONS | \$5,800 |
| 1600. FPL/ELECTRIC | \$13,000 |
| 1603. GAS (LP)/AUXILIARY SERVICE | \$5,000 |
| 1605. JANITORIAL SERVICE | \$2,000 |
| 1610. LICENSES, FEES & EMS SERVICE | \$1,000 |
| 1615. MAINTENANCE CONTRACTS | \$10,200 |
| 1620. MISCELLANEOUS/UNIFORMS | \$2,500 |
| 1625. OFFICE SUPPLIES/POSTAGE | \$5,000 |
| 1630. PAYROLL SERVICE | \$3,800 |
| 1635. PRINTING/STATIONERY/DISPLAYS | \$1,800 |
| 1640. PUBLIC RECORDS | \$35,000 |
| 1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS | \$15,000 |
| 1650. WATER/SEWER | \$2,100 |
| TOTAL | \$118,700 |

EXHIBIT "A" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o: 2016-09

SOUTH BROWARD DRAINAGE DISTRICT
 PROPOSED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017

| | TOTALS |
|---|------------------|
| V. REPAIRS AND MAINTENANCE: | |
| 1655. BUILDINGS/GROUNDS | \$35,000 |
| 1660. EQUIPMENT RENTAL/OUTSIDE SERVICE | \$5,000 |
| 1665. EQUIPMENT/VEHICLES/BOATS | \$30,000 |
| 1670. FUEL/OIL - PUMP STATIONS | \$60,000 |
| 1675. FUEL/OIL - VEHICLES/EQUIPMENT | \$40,000 |
| 1677. SPILL CONTAINMENT MATERIALS | \$5,000 |
| 1680. JANITORIAL SUPPLIES | \$1,000 |
| 1683. HURRICANE PREPAREDNESS SUPPLIES | \$1,500 |
| 1685. LANDSCAPING/MOWING/CLEARING | \$35,000 |
| 1690. PHOTOGRAPHY/SUPPLIES | \$250 |
| 1695. PUMP STATIONS & CONTROL STRUCTURES | \$70,000 |
| 1700. SAFETY/SCUBA/INSPECTION EQUIPMENT | \$2,500 |
| 1705. SANITATION/EXTERMINATION | \$10,000 |
| 1710. SMALL TOOLS/SHOP SUPPLIES | \$9,000 |
| 1715. WATER RECORDERS/ELEVATION GAUGES/TELEMETRY | \$8,000 |
| TOTAL | \$312,250 |
| VI. FACILITIES REPAIR/ REPLACEMENT/ UPGRADES: | |
| 1720. CANAL CLEANING/SWALE RENOVATIONS/CLEANING | \$30,000 |
| 1725. CULVERT INSPECTIONS AND CLEANING | \$50,000 |
| 1730. CULVERT REPAIR/FLAPPER GATES | \$40,000 |
| 1735. ENDWALL REPAIR | \$5,000 |
| 1740. EROSION CONTROL | \$45,000 |
| 1745. GATES/BARRIERS/FENCES/SIGNS | \$5,000 |
| 1747. OUTFALL STRUCTURES/WEIRS | \$2,000 |
| 1750. TRASH RACKS/PILING/TANKS/PAINTING | \$10,000 |
| 1755. TREE REMOVAL | \$30,000 |
| TOTAL | \$217,000 |
| VII. AQUATIC PLANT MGMT/WATER ANALYSIS : | |
| 1765. HERBICIDES | \$370,000 |
| 1770. TRIPLOID CARP/FISH GUARDS/MAINTENANCE | \$30,000 |
| 1775. WATER TESTING | \$8,000 |
| TOTAL | \$408,000 |
| VIII. | |
| 1780. MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT | \$8,500 |

SOUTH BROWARD DRAINAGE DISTRICT
 PROPOSED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017

| | TOTALS |
|--|--------------------|
| IX. 1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES | \$50,000 |
| X. BROWARD COUNTY COLLECTION FEES (2%) | \$62,214 |
| XI. DISCOUNTS (EARLY TAX PAYMENTS): | \$111,985 |
| XII. 1787. CONTINGENCY | \$10,000 |
| TOTAL BUDGET FUND | \$3,404,742 |
| | |
| DISTRICT REVENUE/INCOME | TOTALS |
| I. MAINTENANCE OPERATIONS/REVENUES (2015/2016 PROPERTY ASSESSMENT) | \$3,110,681 |
| II. PERMIT FEES | \$35,000 |
| III. 5 YR RECERTIFICATION PROGRAM | \$35,000 |
| IV. RESIDENTIAL & LOS PERMIT FEES | \$25,000 |
| V. TELECOMMUNICATIONS ANNUAL FEE | \$3,500 |
| VI. APPROPRIATION OF FUND BALANCE | \$188,561 |
| VII. INTEREST | \$6,000 |
| VIII. MISCELLANEOUS INCOME | \$1,000 |
| TOTAL ESTIMATED REVENUES | \$3,404,742 |
| | |

SOUTH BROWARD DRAINAGE DISTRICT
2016-2017 DRAFT BUDGET
9/1/2016

| | DESCRIPTION/CATEGORY | 2012-2013 | | 2013-2014 | | 2014-2015 | | 2015-2016 | | 2016-2017 | Comments |
|--------------------------|-------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------------|----------------|---|
| | | Budget | Actual | Budget | Actual | Amended Budget | Actual | Adopted Budget | Actual Through 8/31/16 | Proposed | |
| REVENUES | | | | | | | | | | | |
| 1402 | MAINT./ADM. TAX REVENUE | \$3,056,420.50 | \$3,055,616.14 | \$3,042,382.50 | \$3,070,055.64 | 3,088,178.50 | \$3,089,839.03 | 3,093,364.50 | 3,091,431.06 | \$3,110,681.00 | Based on August 2016 Non-Ad Valorem Recap from BCPA's Office |
| 1404 | PERMIT FEES | \$20,000.00 | \$32,372.00 | \$25,000.00 | \$48,694.40 | 30,000.00 | \$56,928.50 | 30,000.00 | 47,535.50 | \$35,000.00 | Based on estimated income for 2016/2017 |
| 1405 | 5 YR RECERTIFICATION PROGRAM | \$20,000.00 | \$57,846.00 | \$25,000.00 | \$30,759.00 | 25,000.00 | \$40,205.00 | 30,000.00 | 51,181.00 | \$35,000.00 | Based on estimated income for 2016/2017 |
| 1406 | RESIDENTIAL & LOS PERMIT FEES | \$10,000.00 | \$24,033.50 | \$15,000.00 | \$23,328.50 | 18,000.00 | \$34,441.00 | 22,000.00 | 36,781.00 | \$25,000.00 | Based on estimated income for 2016/2017 |
| 1407 | TELECOMMUNICATIONS ANNUAL FEE | | | | | 6,000.00 | \$5,662.50 | 2,850.00 | 3,500.00 | \$3,500.00 | Based on estimated income for 2016/2017 |
| 1408 | APPROPRIATION OF FUND BALANCE | \$390,207.37 | \$0.00 | \$443,582.58 | \$0.00 | 321,894.90 | \$0.00 | 153,884.74 | 0.00 | \$188,560.90 | Appropriation of Fund Balance (Unrestricted Funds) - 5.54% |
| 1410 | INTEREST | \$25,000.00 | \$18,336.46 | \$12,000.00 | \$17,551.63 | 12,000.00 | \$22,795.63 | 12,000.00 | 9,783.94 | \$6,000.00 | Based on estimated income for 2016/2017 |
| 1416 | MISCELLANEOUS INCOME | \$1,000.00 | \$15,365.74 | \$1,000.00 | \$10,365.00 | 1,000.00 | \$59,294.43 | 1,000.00 | 39,171.69 | \$1,000.00 | Based on estimated miscellaneous income for 2016/2017 |
| | Total Income | \$3,522,627.87 | \$3,203,569.84 | \$3,563,965.08 | \$3,200,754.17 | \$3,502,073.40 | \$3,309,166.09 | \$3,345,099.24 | \$3,279,384.19 | \$3,404,741.90 | |
| EXPENSES | | | | | | | | | | | |
| SALARIES/WAGES | | | | | | | | | | | |
| 1501 | ADMINISTRATION/OFFICE STAFF | \$304,890.56 | \$299,865.56 | \$315,562.00 | \$314,040.32 | \$322,313.00 | \$322,796.00 | \$334,501.44 | \$307,511.20 | \$345,246.72 | Based on current employees +3.5% |
| 1503 | BOARD OF COMMISSIONERS | \$37,800.00 | \$37,800.00 | \$37,800.00 | \$37,800.00 | \$37,800.00 | \$37,800.00 | \$37,800.00 | \$34,650.00 | \$37,800.00 | 7 Commissioners @ \$450/Month |
| 1505 | FIELD OPERATIONS STAFF | \$469,230.62 | \$447,229.59 | \$471,711.00 | \$468,020.94 | \$484,008.00 | \$481,087.42 | \$501,105.28 | \$460,704.89 | \$518,706.24 | Based on current employees +3.5% |
| 1506 | ENGINEERING/INSP/PERMITTING STAFF | \$228,193.67 | \$216,954.50 | \$235,396.00 | \$235,189.69 | \$241,417.00 | \$239,395.31 | \$247,990.08 | \$217,824.21 | \$255,211.84 | Based on current employees +3.5% |
| 1507 | PAYROLL TAXES/FICA | \$84,531.02 | \$78,106.08 | \$85,000.00 | \$80,607.39 | \$83,043.66 | \$83,070.42 | \$90,832.81 | \$78,376.54 | \$93,480.31 | Based on projected payroll x 0.0765 |
| 1509 | PENSION/FRS | \$61,538.22 | \$62,253.41 | \$88,603.00 | \$91,815.04 | \$98,771.09 | \$99,714.67 | \$105,891.22 | \$94,433.88 | \$107,467.12 | Regular Class x 0.0752 + Senior Class x 0.2177 |
| 1513 | PAYROLL-OTHER | \$59,597.80 | \$47,699.42 | \$65,000.00 | \$50,315.97 | \$65,000.00 | \$44,522.57 | \$65,000.00 | \$46,036.36 | \$64,681.53 | Estimate of unused benefits + overtime if needed |
| PROFESSIONAL FEES | | | | | | | | | | | |
| 1520 | ACCOUNTING/AUDIT FEES | \$25,000.00 | \$24,000.00 | \$24,500.00 | \$24,250.00 | \$24,500.00 | \$24,500.00 | \$25,000.00 | \$24,750.00 | \$25,000.00 | Based on projected cost for annual financial audit |
| 1535 | ENG. FEES/SPEC. PROJECTS/CONSULTING | \$29,100.00 | \$20,671.25 | \$20,000.00 | \$9,085.50 | \$25,000.00 | \$11,617.50 | \$65,000.00 | \$12,117.50 | \$65,000.00 | Includes misc GIS, CADD and ICPR services; GPS hardware (\$2,000) |
| 1540 | LEGAL FEES | \$70,200.00 | \$54,292.70 | \$70,000.00 | \$50,252.95 | \$70,000.00 | \$38,313.75 | \$60,000.00 | \$51,818.45 | \$60,000.00 | Based on anticipated costs. |
| 1543 | LEGAL/SPECIAL PROJECTS | \$60,000.00 | \$26,210.87 | \$50,000.00 | \$0.00 | \$25,000.00 | \$0.00 | \$25,000.00 | \$0.00 | \$25,000.00 | Based on anticipated costs/contingency. |
| 1544 | OTHER | \$1,000.00 | \$0.00 | \$1,000.00 | \$0.00 | \$1,000.00 | \$75.00 | \$1,000.00 | \$0.00 | \$1,000.00 | Miscellaneous. |
| INSURANCE | | | | | | | | | | | |
| 1550 | COMMERCIAL PROPERTY PKG. | \$40,000.00 | \$38,340.50 | \$39,500.00 | \$33,363.50 | \$41,475.00 | \$34,385.00 | \$36,000.00 | \$32,888.00 | \$36,000.00 | Based on proposed rates for 2016/2017; includes flood ins, boat/hull ins (\$2,537) and new equipment. |
| 1555 | GENERAL/ EXCESS LIABILITY | \$45,000.00 | \$44,737.46 | \$42,700.00 | \$38,036.67 | \$44,835.00 | \$35,441.31 | \$38,000.00 | \$36,515.00 | \$38,000.00 | Based on proposed rates for 2016/2017; includes hazard liability for fuel tanks (\$2,600). |
| 1560 | GROUP HEALTH/LIFE/DENTAL | \$330,100.00 | \$319,672.48 | \$370,000.00 | \$367,916.04 | \$395,160.00 | \$388,593.16 | \$395,000.00 | \$330,574.65 | \$395,000.00 | Maintain current costs . |
| 1570 | WORKER'S COMPENSATION | \$20,600.00 | \$20,489.01 | \$26,500.00 | \$25,324.00 | \$29,150.00 | \$18,326.00 | \$22,000.00 | \$21,981.00 | \$38,500.00 | Estimate based on proposed rates for 2016/2017 (increase due WC claims) |

SOUTH BROWARD DRAINAGE DISTRICT
2016-2017 DRAFT BUDGET
9/1/2016

| | DESCRIPTION/CATEGORY | 2012-2013 | | 2013-2014 | | 2014-2015 | | 2015-2016 | | 2016-2017 | Comments |
|----------------------------------|---------------------------------------|-------------|-------------|-------------|-------------|----------------|-------------|----------------|------------------------|-------------|---|
| | | Budget | Actual | Budget | Actual | Amended Budget | Actual | Adopted Budget | Actual Through 8/31/16 | Proposed | |
| GENERAL OFFICE | | | | | | | | | | | |
| 1575 | ADVERTISING | \$8,300.00 | \$7,741.05 | \$8,500.00 | \$3,935.81 | \$8,500.00 | \$3,819.45 | \$6,500.00 | \$3,138.55 | \$6,500.00 | Based on anticipated use and historical costs. |
| 1585 | COMPUTER SUPPLIES/UPGRADES | \$10,200.00 | \$9,996.61 | \$11,000.00 | \$11,570.49 | \$15,000.00 | \$12,068.71 | \$10,000.00 | \$4,978.70 | \$10,000.00 | Computer supplies=\$5,000 + the following renewals AutoCAD=\$2,200, Arc View=\$950, ICPR=\$240, Hostcentric=\$250, Web Domain=\$250, QuickBooks=\$200, Norton=\$900. |
| 1590 | DUES/SUBSCRIPTIONS | \$5,400.00 | \$3,738.00 | \$5,400.00 | \$4,540.00 | \$6,600.00 | \$5,340.00 | \$5,600.00 | \$5,345.90 | \$5,800.00 | Chamber=\$300, FRMA=\$135, FASD=\$4,000, FES=\$312, ASCE=\$265 Notary=\$85.90, Costco=\$55, FAPMS=\$25, Aquatic License renewals=\$400; ASFPM=\$140 |
| 1600 | FPL/ELECTRIC | \$13,500.00 | \$12,507.16 | \$13,000.00 | \$12,177.28 | \$13,000.00 | \$11,786.52 | \$13,000.00 | \$9,929.39 | \$13,000.00 | Based on 2016/2017 anticipated costs. |
| 1603 | GAS (LP)/AUXILIARY SERVICE | \$5,000.00 | \$308.42 | \$5,000.00 | \$0.00 | \$5,000.00 | \$719.60 | \$5,000.00 | \$188.13 | \$5,000.00 | Emergency contingency. |
| 1605 | JANITORIAL SERVICE | \$2,000.00 | \$1,788.00 | \$2,000.00 | \$1,788.00 | \$2,000.00 | \$1,713.50 | \$2,000.00 | \$1,571.95 | \$2,000.00 | Based on 2016/2017 anticipated costs. |
| 1610 | LICENSES, FEES & EMS SERVICE | \$900.00 | \$898.30 | \$900.00 | \$375.00 | \$900.00 | \$474.50 | \$900.00 | \$904.35 | \$1,000.00 | Storage Tanks=\$360, Dept Economic Opportunity=\$175, Boats=\$33, New tag & registration = \$200; plus miscellaneous ; |
| 1615 | MAINTENANCE CONTRACTS | \$6,000.00 | \$5,101.28 | \$6,000.00 | \$5,443.17 | \$6,400.00 | \$5,804.43 | \$9,000.00 | \$5,470.85 | \$10,200.00 | Copier Lease=\$3,000, Intangible tax=\$160, BC Security=\$1010, Fire Extinguisher Service (Mircom, Inc.)=\$1,505, GPS (Office) = \$950; GPS (vehicles/boats) = \$3,400 + \$175 miscellaneous. |
| 1620 | UNIFORMS | \$3,500.00 | \$3,495.33 | \$2,500.00 | \$2,389.91 | \$2,500.00 | \$2,233.74 | \$2,500.00 | \$2,262.28 | \$2,500.00 | Based on proposed use. |
| 1625 | OFFICE SUPPLIES/POSTAGE | \$23,000.00 | \$22,811.89 | \$4,500.00 | \$2,765.68 | \$4,500.00 | \$3,711.93 | \$4,500.00 | \$3,094.73 | \$5,000.00 | Based on current and proposed costs. |
| 1630 | PAYROLL SERVICE | \$3,200.00 | \$3,238.72 | \$3,500.00 | \$3,334.59 | \$3,600.00 | \$3,392.09 | \$3,600.00 | \$3,214.99 | \$3,800.00 | Based on current use and anticipated costs |
| 1635 | PRINTING/STATIONERY, DISPLAYS | \$1,800.00 | \$1,573.85 | \$1,800.00 | \$1,121.38 | \$1,800.00 | \$572.17 | \$1,800.00 | \$1,190.56 | \$1,800.00 | Based on current and proposed use; includes Outreach materials. |
| 1640 | PUBLIC RECORDS | \$6,000.00 | \$4,413.73 | \$5,000.00 | \$4,141.07 | \$7,000.00 | \$7,823.88 | \$40,000.00 | \$7,805.17 | \$35,000.00 | Based on anticipated costs for scanning & recording fees; and Additional File Management Software (\$25,000) |
| 1645 | TELEPHONES/MISC.COMMUNICATION | \$14,000.00 | \$13,080.64 | \$14,000.00 | \$13,629.39 | \$15,000.00 | \$13,367.12 | \$15,000.00 | \$12,121.70 | \$15,000.00 | Based on 2016/2017 estimated costs; includes monthly rate for SBDD cameras |
| 1650 | WATER/SEWER | \$3,000.00 | \$1,671.00 | \$2,000.00 | \$1,779.92 | \$2,000.00 | \$1,840.78 | \$2,100.00 | \$1,648.46 | \$2,100.00 | Based on anticipated costs. |
| REPAIRS & MAINTENANCE | | | | | | | | | | | |
| 1655 | BUILDINGS/GROUNDS | \$33,200.00 | \$26,719.42 | \$35,000.00 | \$19,199.69 | \$35,000.00 | \$37,314.20 | \$35,000.00 | \$27,650.64 | \$35,000.00 | Based on anticipated costs and replacement of S-2 exhaust system (\$12,000). |
| 1660 | EQUIPMENT RENTAL/OUTSIDE SERVICE | \$5,000.00 | \$1,752.12 | \$5,000.00 | \$880.20 | \$5,000.00 | \$812.24 | \$5,000.00 | \$688.65 | \$5,000.00 | Based on anticipated use. |
| 1665 | EQUIPMENT/VEHICLES/BOATS | \$29,000.00 | \$27,189.65 | \$28,000.00 | \$24,822.87 | \$30,000.00 | \$20,686.59 | \$30,000.00 | \$22,358.21 | \$30,000.00 | General maintenance; based on 2016/2017 anticipated costs |
| 1670 | FUEL/OIL-PUMP STATIONS | \$90,000.00 | \$47,003.00 | \$65,000.00 | \$57,638.78 | \$65,000.00 | \$22,905.90 | \$60,000.00 | \$23,226.84 | \$60,000.00 | Based on historic use; emergency contingency. |
| 1675 | FUEL/OIL-VEHICLES/EQUIPMENT | \$40,000.00 | \$35,315.07 | \$46,500.00 | \$46,394.01 | \$45,000.00 | \$33,842.10 | \$40,000.00 | \$30,108.63 | \$40,000.00 | Based on current use & anticipated costs (grapple truck) |
| 1677 | SPILL CONTAINMENT MATERIALS | \$2,500.00 | \$2,069.37 | \$5,000.00 | \$1,050.77 | \$5,000.00 | \$1,871.26 | \$5,000.00 | \$944.88 | \$5,000.00 | Based on historic use; emergency contingency. |
| 1680 | JANITORIAL SUPPLIES | \$1,000.00 | \$688.91 | \$1,000.00 | \$291.39 | \$1,000.00 | \$522.16 | \$1,000.00 | \$267.10 | \$1,000.00 | Based on 2016/2017 anticipated costs |
| 1683 | HURRICANE PREPAREDNESS SUPPLIES | \$1,500.00 | \$1,137.93 | \$1,500.00 | \$685.62 | \$1,500.00 | \$736.69 | \$1,500.00 | \$472.69 | \$1,500.00 | Based on 2016/2017 anticipated costs |
| 1685 | LANDSCAPING/MOWING/CLEARING | \$27,500.00 | \$26,905.00 | \$32,000.00 | \$30,794.06 | \$35,000.00 | \$34,264.06 | \$32,000.00 | \$27,934.64 | \$35,000.00 | Based on anticipated use; includes lawn service & misc canal banks. |
| 1690 | PHOTOGRAPHY/SUPPLIES | \$350.00 | \$311.95 | \$350.00 | \$0.00 | \$350.00 | \$171.20 | \$250.00 | \$0.00 | \$250.00 | Based on anticipated use. |
| 1695 | PUMP STATIONS & CONTROL STRUCTURES | \$78,000.00 | \$77,791.45 | \$70,000.00 | \$63,372.63 | \$70,000.00 | \$48,109.81 | \$70,000.00 | \$40,445.01 | \$70,000.00 | General maintenance; based on 2016/2017 anticipated costs |
| 1700 | SAFETY/SCUBA/INSPECTION EQUIP. | \$2,500.00 | \$2,489.08 | \$3,000.00 | \$2,678.16 | \$2,500.00 | \$2,955.08 | \$2,500.00 | \$2,524.91 | \$2,500.00 | Based on 2016/2017 anticipated costs |
| 1705 | SANITATION/EXTERMINATION | \$6,100.00 | \$5,734.55 | \$6,000.00 | \$4,915.83 | \$7,600.00 | \$6,704.78 | \$7,500.00 | \$8,787.88 | \$10,000.00 | BC Dump Fees ; Waste Management monthly srvc; bi-monthly pest control |
| 1710 | SMALL TOOLS/SHOP SUPPLIES | \$9,000.00 | \$8,793.53 | \$9,000.00 | \$8,204.75 | \$9,000.00 | \$7,867.92 | \$9,000.00 | \$7,166.35 | \$9,000.00 | Based on 2016/2017 anticipated costs |
| 1715 | WATER RECORDERS/ELEV.GAUGES/TELEMETRY | \$8,000.00 | \$7,624.53 | \$8,000.00 | \$6,500.28 | \$8,000.00 | \$6,327.34 | \$8,000.00 | \$8,348.54 | \$8,000.00 | Miscellaneous repairs and maintenance. |

SOUTH BROWARD DRAINAGE DISTRICT
2016-2017 DRAFT BUDGET
9/1/2016

| | DESCRIPTION/CATEGORY | 2012-2013 | | 2013-2014 | | 2014-2015 | | 2015-2016 | | 2016-2017 | Comments |
|------|---|-----------------------|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|-----------------------|---|
| | | Budget | Actual | Budget | Actual | Amended Budget | Actual | Adopted Budget | Actual Through 8/31/16 | Proposed | |
| | FACILITIES REPAIR, REPLACEMENT & UPGRADES | | | | | | | | | | |
| 1720 | CANAL/SWALE RENOVATIONS/CLEANING | \$21,000.00 | \$476.37 | \$30,000.00 | \$16,642.03 | \$30,000.00 | \$18,585.42 | \$30,000.00 | \$11,457.20 | \$30,000.00 | Based on anticipated use. |
| 1725 | CULVERT INSPECTIONS AND CLEANING | \$56,500.00 | \$33,642.50 | \$50,000.00 | \$37,042.50 | \$50,000.00 | \$38,061.22 | \$50,000.00 | \$29,571.00 | \$50,000.00 | Based on anticipated use. |
| 1730 | CULVERT REPAIRS | \$25,000.00 | \$4,925.00 | \$40,000.00 | \$2,673.22 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$39,608.08 | \$40,000.00 | Based on anticipated use. |
| 1735 | ENDWALL REPAIRS | \$5,000.00 | \$0.00 | \$5,000.00 | \$1,752.91 | \$5,000.00 | \$0.00 | \$5,000.00 | \$310.68 | \$5,000.00 | Based on anticipated use. |
| 1740 | EROSION CONTROL | \$65,000.00 | \$45,300.00 | \$45,000.00 | \$41,669.61 | \$56,563.00 | \$56,563.00 | \$45,000.00 | \$21,059.51 | \$45,000.00 | To reinforce and rehabilitate 2-3 additional locations with FabriForm. |
| 1745 | GATES/BARRIERS/FENCES/SIGNS | \$5,500.00 | \$5,342.16 | \$6,000.00 | \$1,697.21 | \$5,000.00 | \$3,850.00 | \$5,000.00 | \$3,573.50 | \$5,000.00 | Based on anticipated use. |
| 1747 | OUTFALL STRUCTURES/WEIRS | \$2,500.00 | \$1,396.14 | \$2,000.00 | \$0.00 | \$2,000.00 | \$0.00 | \$2,000.00 | \$0.00 | \$2,000.00 | Based on anticipated use. |
| 1750 | TRASH RACKS/PILINGS/TANKS/PAINTING | \$5,000.00 | \$1,150.00 | \$10,000.00 | \$9,999.51 | \$10,000.00 | \$3,670.85 | \$10,000.00 | \$6,358.78 | \$10,000.00 | Painting of sheet piling at primary stations; misc repairs. |
| 1755 | TREE REMOVAL | \$30,000.00 | \$17,370.00 | \$35,000.00 | \$34,439.04 | \$30,000.00 | \$28,711.60 | \$30,000.00 | \$25,100.15 | \$30,000.00 | Based on anticipated use. |
| | AQUATIC PLANT MANAGEMENT & WATER ANALYSIS | | | | | | | | | | |
| 1765 | HERBICIDES | \$360,000.00 | \$359,697.64 | \$371,700.00 | \$351,598.21 | \$359,837.00 | \$318,071.55 | \$370,000.00 | \$252,819.40 | \$370,000.00 | Based on 2016/2017 anticipated use & maintaining current level of service |
| 1770 | TRIPLOID CARP/FISH GUARDS/MAINT | \$30,000.00 | \$20,045.00 | \$30,000.00 | \$29,117.52 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$13,700.00 | \$30,000.00 | Based on maintaining 2016/2017 rates |
| 1775 | WATER TESTING | \$8,000.00 | \$5,206.00 | \$8,000.00 | \$3,495.00 | \$8,000.00 | \$2,462.50 | \$8,000.00 | \$4,535.00 | \$8,000.00 | Based on 2016/2017 anticipated use |
| 1780 | MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT | \$12,900.00 | \$7,923.78 | \$12,000.00 | \$8,417.86 | \$10,000.00 | \$4,128.37 | \$8,500.00 | \$6,474.18 | \$8,500.00 | Arborist CEUs=\$300; FASD Conference = \$1,500 ; Broward Days=\$1,500; Aquatics Seminars=\$300.00; FASD Mtgs=\$750; Engr Seminars =\$2,000; Water Matters Day=\$1,000; Mechanics Training =\$500.00; CDL Training = \$500.00; and Misc=\$150; |
| 1785 | EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES | \$51,300.00 | \$50,956.00 | \$40,000.00 | \$32,128.45 | \$40,000.00 | \$11,057.25 | \$50,000.00 | \$39,146.67 | \$50,000.00 | Includes the purchase of 1 new truck; and combination for field operations |
| 1797 | CONTINGENCY | \$10,000.00 | \$3,522.73 | \$10,000.00 | \$1,881.16 | \$10,000.00 | \$1,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 | |
| 1412 | BROWARD CTY COLLECTION FEE 2% | \$61,128.41 | \$58,956.16 | \$60,847.65 | \$59,244.26 | \$61,763.57 | \$59,477.79 | \$61,867.29 | \$59,479.00 | \$62,213.62 | 2% of taxes. |
| 1414 | DISCOUNTS (EARLY TAX PAYMENTS) | \$110,036.32 | \$107,043.28 | \$110,036.32 | \$108,483.50 | \$111,174.43 | \$108,884.89 | \$111,361.12 | \$110,261.34 | \$111,984.52 | 3.6% of taxes. |
| | Total Expenses | \$3,165,096.62 | #REF! | \$3,209,305.97 | \$2,902,720.73 | \$3,261,560.75 | \$2,883,922.30 | \$3,345,099.24 | \$2,637,426.85 | \$3,404,741.90 | |

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

| | <u>Oct '15 - Aug 16</u> | <u>Annual Budget</u> |
|--|-------------------------|----------------------|
| Ordinary Income/Expense | | |
| Income | | |
| 1402 · Maintenance | 3,091,431.06 | 3,093,364.50 |
| 1404 · Permit Fees | 47,535.50 | 30,000.00 |
| 1405 · 5 Year Recertification Program | 51,181.00 | 30,000.00 |
| 1406 · Residential and Lot Permit Fees | 36,781.00 | 22,000.00 |
| 1407 · Telecommunications Annual Fee | 3,500.00 | 2,850.00 |
| 1408 · Appropriation of Fund Balance | 0.00 | 153,884.74 |
| 1410 · Interest Income | 9,783.94 | 12,000.00 |
| 1416 · Miscellaneous Income | 39,171.69 | 1,000.00 |
| Total Income | 3,279,384.19 | 3,345,099.24 |
| Expense | | |
| 1412 · South Broward Collection Fee | 59,479.00 | 61,867.29 |
| 1414 · Discounts (Early Tax Payments) | 110,261.34 | 111,361.12 |
| 1501 · Administrative - Office | 307,511.20 | 334,501.44 |
| 1503 · Board of Supervisors | 34,650.00 | 37,800.00 |
| 1505 · Field Operations | 460,704.89 | 501,105.28 |
| 1506 · Inspectors/Project Coord. | 217,824.21 | 247,990.08 |
| 1507 · Payroll Taxes - FICA | 78,376.54 | 90,832.81 |
| 1509 · Pension | 94,433.88 | 105,891.22 |
| 1513 · Payroll Other | 46,036.36 | 65,000.00 |
| 1520 · Accounting Fees | 24,750.00 | 25,000.00 |
| 1535 · Engineer/Consult Fees/Spec Proj | 12,117.50 | 59,700.00 |
| 1540 · Legal Fees | 51,818.45 | 60,000.00 |
| 1543 · Legal Fees Special Proj. | 0.00 | 25,000.00 |
| 1544 · Other Expense | 0.00 | 1,000.00 |
| 1550 · Commercial Property Package | 32,888.00 | 36,000.00 |
| 1555 · General/Hazard Liability | 36,515.00 | 38,000.00 |
| 1560 · Group Health, Life & Dental | 330,574.65 | 395,000.00 |
| 1570 · Workers Compensation | 21,981.00 | 22,000.00 |
| 1575 · Advertising | 3,138.55 | 6,500.00 |
| 1585 · Computer Supplies - Upgrades | 4,978.70 | 10,000.00 |
| 1590 · Dues & Subscriptions | 5,345.90 | 5,600.00 |
| 1600 · FPL - Electric | 9,929.39 | 13,000.00 |
| 1603 · Gas (LP) Auxiliary Power | 188.13 | 5,000.00 |
| 1605 · Janitorial Service | 1,571.95 | 2,000.00 |
| 1610 · Licenses & Fees | 904.35 | 900.00 |
| 1615 · Maintenance Contracts | 5,470.85 | 9,000.00 |
| 1620 · Uniforms | 2,262.28 | 4,200.00 |
| 1625 · Office Supplies - Postage | 3,094.73 | 4,500.00 |
| 1630 · Payroll Service | 3,214.99 | 3,600.00 |
| 1635 · Printing - Stationary | 1,190.56 | 1,800.00 |
| 1640 · Public Records Storage/Filing | 7,805.17 | 40,000.00 |
| 1645 · Telephone - Misc. Communication | 12,121.70 | 15,000.00 |

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

| | <u>Oct '15 - Aug 16</u> | <u>Annual Budget</u> |
|--|-------------------------|----------------------|
| 1650 · Water & Sewer | 1,648.46 | 2,100.00 |
| 1655 · Buildings & Grounds | 27,650.64 | 35,000.00 |
| 1660 · Equipment Rental/Outside Svcs. | 688.65 | 5,000.00 |
| 1665 · Equip/Vehic/Boats/Hvy Equip | 22,358.21 | 30,000.00 |
| 1670 · Fuel/Oil/Lubric. (Pump Stat) | 23,226.84 | 60,000.00 |
| 1675 · Fuel/Oil/Lubric. (Vehic/Equip) | 30,108.63 | 40,000.00 |
| 1677 · Hazardous Mat./Spill Cont. | 944.88 | 5,000.00 |
| 1680 · Janitorial Supplies - Carp. Clg | 267.10 | 1,000.00 |
| 1683 · Hurricane Preparedness Supp. | 472.69 | 1,500.00 |
| 1685 · Landscaping & Mowing | 27,934.64 | 32,500.00 |
| 1690 · Photography - VCR Equip. & Phot | 0.00 | 250.00 |
| 1695 · Pump Stations - Flood Gates | 40,445.01 | 70,000.00 |
| 1700 · Safety/SCUBA - Inspect Equip. | 2,524.91 | 2,500.00 |
| 1705 · Sanitat. - Exterminating Serv. | 8,787.88 | 10,200.00 |
| 1710 · Small Tools - Shop Supplies | 7,166.35 | 9,000.00 |
| 1715 · Water Rcorde/Elev Gge/Telemetry | 8,348.54 | 8,400.00 |
| 1720 · Canal/Swale Cleaning/Renovation | 11,457.20 | 30,000.00 |
| 1725 · Culvert Cleaning/Inspection | 29,571.00 | 50,000.00 |
| 1730 · Culvert Repair - Flapper Gates | 39,608.08 | 40,000.00 |
| 1735 · Endwall Repair - Replace./Upgrd | 310.68 | 5,000.00 |
| 1740 · Erosion Control | 21,059.51 | 45,000.00 |
| 1745 · Gates/Barrier/Fence/Ramp/Sign | 3,573.50 | 5,000.00 |
| 1747 · Outfall Structures | 0.00 | 2,000.00 |
| 1750 · Trash Rack/Piling/Tank Upgr. | 6,358.78 | 10,000.00 |
| 1755 · Tree Removal | 25,100.15 | 30,000.00 |
| 1765 · Herbicides | 252,819.40 | 370,000.00 |
| 1770 · Triploid Carp/Fsh Guards/Maint | 13,700.00 | 30,000.00 |
| 1775 · Water Testing | 4,535.00 | 8,000.00 |
| 1780 · Seminars/Meetings/Conferences | 6,474.18 | 8,500.00 |
| 1785 · Equip./Vehicle Replace./Upgrd | 39,146.67 | 50,000.00 |
| 1797 · Contingency/Misc Expense | 0.00 | 10,000.00 |
| Total Expense | 2,637,426.85 | 3,345,099.24 |

SOUTH BROWARD DRAINAGE DISTRICT
SUMMARY OF DISTRICT FUNDS
September 1, 2016

SBDD ASSET ACCOUNTS

| Fund | Cash on Hand | Subtotals | Institution | Investment Accounts | Fund Totals | |
|----------------------|--------------------|--------------------|-------------------|---------------------|-----------------|--------------------|
| UNASSIGNED | | | | | | |
| General | \$905,250 | \$905,250 | Suntrust Muni Now | \$39,855 | CD-FL Community | \$1,335,326 |
| | | | | \$244,976 | CD-Regent Bank | |
| | | | | \$145,245 | CD-Bank United | |
| Payroll | \$72,417 | \$72,417 | Suntrust | | | \$72,417 |
| COMMITTED | | | | | | |
| Capital Improvements | \$838,595 | \$838,595 | Suntrust Reserve | \$247,500 | CD-Stonegate | \$1,599,664 |
| | | | | \$247,500 | CD-Landmark | |
| | | | | \$184,500 | CD-Centennial | |
| | | | | \$81,569 | CD-FL Community | |
| Emergency | \$3,246,697 | \$3,246,697 | Suntrust Reserve | | | \$3,246,697 |
| Separation | \$160,668 | \$160,668 | Suntrust Reserve | \$51,048 | CD-Bank United | \$274,716 |
| | | | | \$63,000 | CD-Centennial | |
| Totals | \$5,223,627 | \$5,223,627 | | \$1,305,193 | | \$6,528,820 |

SBDD LIABILITY ACCOUNT

| Fund | Cash on Hand | Subtotals | Institution | Investment Accounts | Fund Totals | |
|--------------------|-----------------|-----------------|-----------------|---------------------|-----------------|--------------------|
| As-Built | \$89,585 | \$89,585 | Suntrust Paying | \$51,213 | CD-Bank United | \$514,374 |
| | | | | \$247,500 | CD-TD Bank | |
| | | | | \$126,076 | CD-FL Community | |
| Total | \$89,585 | \$89,585 | | \$424,789 | | \$514,374 |
| FUND TOTALS | | | | \$1,729,982 | | \$7,043,194 |

SBDD INVESTMENT SUMMARY

| Investment | Recommendation | Investment Amount | Interest Rate | Issue Date | Maturity Date |
|-----------------------------|----------------|--------------------|---------------|------------|---------------|
| Bank United CD | | \$247,506 | 0.85% | 9/30/2015 | 9/30/2016 |
| Regent Bank CD | | \$244,976 | 0.50% | 1/11/2016 | 1/11/2017 |
| FL Community Bank CD | | \$247,500 | 1.00% | 2/25/2016 | 2/25/2017 |
| 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 |
| TOTAL OF INVESTMENTS | | \$1,729,982 | | | |

| Sep-16 | Jan-17 | Feb-17 | Jul-17 | Aug-17 | Nov-17 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| \$247,506 | \$244,976 | \$247,500 | \$247,500 | \$495,000 | \$247,500 |

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(954) 524-8526

September 1, 2016

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

INVOICE

Legal services rendered on behalf of South Broward Drainage District from August 17, 2016 through August 31, 2016:

1. Coordination regarding Maintenance Building Issues including Title Opinion, Plat Amendment, Architect Contract and Public Meetings:
Attorney's Fees: 30 minutes @ \$225.00/hr. = **\$ 112.50**

2. Coordination regarding Polices and Guidelines for Selecting Professional Consultants:
Attorney's Fees: 1 hr. 35 min. @ \$225.00/hr. = **\$ 356.25**

3. Coordination regarding 2016/17 Budget:
Attorney's Fees: 45 minutes @ \$225.00/hr. = **\$ 168.75**

TOTAL DUE THIS INVOICE: \$ 637.50

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September 1, 2016

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

I N V O I C E

LEGAL SERVICES REIMBURSABLE FROM PROPERTY OWNERS:

Legal services rendered on behalf of South Broward Drainage District from August 17, 2016 through August 31, 2016:

1. Coordination regarding 7-Eleven Monitoring Well Adjacent to Flamingo Road Canal Right-of-Way:

Attorney's Fees: 1 hr. 45 min. @ \$225.00/hr. = **\$ 393.75**

TOTAL DUE THIS INVOICE: \$ 393.75