

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

MAY 29, 2014

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Alanna Mersinger, Commissioner
Thomas Good, Commissioner
Mercedes Santana-Woodall, Commissioner

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

Absent:

Robert E. Goggin, IV, Secretary

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

Chair Hodges called the SBDD Board Meeting to order at 8:10 A.M., with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Mersinger and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the April 24th, 2014, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Mersinger and was carried unanimously by the Commissioners present.

04. DIRECTOR'S REPORT

A. VARIANCE REQUEST FOR JOSE PADILLA PROPERTY AT 18483 S.W. 7TH STREET, PEMBROKE PINES

District Director Hart stated that the owner of the property located at 18483 S.W. 7TH Street, Pembroke Pines, FL is requesting a variance from SBDD for the encroachment of a spa and patio approximately 3.5' into a 15' Drainage Easement (DE). The spa and patio were constructed earlier this year, and a permit was pulled from the City of Pembroke Pines. The property is owned by Mr. and Mrs. Jose Antonio Padilla and is located in the Encantada development of Pembroke Pines.

The original permit plans for the pool, spa and surrounding patio did not show any encroachment into the 15' DE. During the course of construction, the pool contractor re-positioned the pool farther away from the back of the house, which resulted in the encroachment. According to Mr. Padilla, the pool contractor acted on his own when he

shifted the pool, and did not coordinate with either him or the City. Since that time, the pool contractor has gone out of business and Mr. Padilla has hired a new contractor.

District Director Hart said that the encroachment was discovered during the inspection process with the City, at which time Mr. Padilla was informed that a permit would now be required from SBDD.

Mr. Padilla met with the Variance Review Committee (VRC) on May 19, 2014 to discuss his options 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 spa and patio is not permitted within the 15' DE.
2. The 15' DE contains a swale and a 15" RCP for rear yard drainage only.
3. Mr. Padilla was not aware that the pool, spa and patio were shifted into the 15' DE.
4. The pool contractor has gone out of business and Mr. Padilla has suffered a financial hardship as a result.
5. There is an existing drainage inlet on the east side of the Padilla property that collects the rear yard drainage from several properties.
6. Mr. Padilla has agreed to install a second drainage inlet on the west side of his property to mitigate any impacts to the swale and rear yard drainage system. Mr. Padilla has also agreed to construct a retaining system at the edges of the patio to protect against erosion and to allow for proper grading/slopes.
7. The City of Pembroke Pines is in agreement with this solution.
8. The HOA for this community has no objections to the variance request and is in agreement with the proposed modifications to the rear yard drainage system.
9. The adjacent property owner is in agreement with the proposed modifications to the rear yard drainage system and has no objections to the pool construction.
10. Mr. Padilla has agreed to take responsibility for any future repair work on the existing 15" RCP along his property.
11. Mr. Padilla is agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

The requested variance is to allow the encroachment of a spa and patio approximately 3.5' feet into a 15' Drainage Easement. SBDD staff has no objections to this variance request and there are no financial impacts to this Agenda Item. If the variance is approved, Mr. Padilla is agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD and paying all associated legal fees and recording fees.

Mr. Padilla approached the podium to answer questions from Board members. Commissioner Mersinger asked Mr. Padilla who the original Contracting company was and who he dealt with? Mr. Padilla replied, that the contracting company's name was "Oceanic Pool Designer Construction" and the person he dealt with was the Owner/Vice President by the name of Dennis Ulacia". Commissioner Mersinger asked that this be placed on the record.

Vice Chair Ryan asked Mr. Padilla if, when he went to the City for a permit, was he aware that he would have to check with SBDD as well? Mr. Padilla said that he does not recall seeing that on the permit. He deferred to District Director Hart, who stated that this is just a drainage easement, it is not on a lake, and that all the construction on the permit plans was outside of the easement, so there would have been no issue with SBDD; the District would have said “no permit required”. It was only when the contractor shifted the patio into the easement that this became an issue and it was really discovered during the course of inspections.

Commissioner Minnaugh made a motion to approve the Variance allowing the encroachment of a spa and patio approximately 3.5’ feet into a 15’ Drainage Easement. Commissioner Santana-Woodall seconded the motion and it was carried unanimously.

B. VARIANCE REQUEST FOR FRANK BORZEN PROPERTY AT 17829 N.W. 15TH STREET, PEMBROKE PINES

District Director Hart stated that the owner of the property located at 17829 N.W. 15th Street, Pembroke Pines, FL is requesting a variance from SBDD for encroachment of a patio and screen enclosure approximately 0.9’ into a 20’ Lake Maintenance Easement (LME). The property is owned by Mr. Frank Borzen and is located in the Isles of Silver Lakes development in Pembroke Pines.

District Director Hart said that the patio was constructed in 1992 by the previous property owner. Mr. Borzen purchased the home in 1999 and installed a screen enclosure in 2000. The original screen enclosure was installed by a licensed Contractor and was permitted by the City. The original screen enclosure was destroyed during Hurricane Wilma, and was reconstructed in 2008. The 2008 construction was permitted by the City, and SBDD signed off on the City’s permit. At that time it was not known that the patio and screen enclosure encroached into the LME.

It was recently discovered that the patio and screen enclosure encroaches by 0.9’ into the LME. This determination was made from a new, 2014 survey of the property associated with the pending sale of the property. As a result, the property owner is requesting a variance from SBDD for the patio and screen enclosure.

Mr. Borzen met with the Variance Review Committee (VRC) on May 20, 2014 to discuss his options and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

District Director Hart presented the following points regarding Mr. Borzen’s Variance:

12. Per SBDD Criteria, the concrete patio and screen enclosure is not permitted within the LME.
13. The concrete patio was in place when Mr. Borzen purchased the property back in 1999.
14. The screen enclosure has been in place since 2000.
15. In 2008 the screen enclosure was rebuilt under a permit from the City, and SBDD signed-off on the City’s permit.
16. It was not known until recently that the concrete patio and screen enclosure encroaches into the LME by 0.9’.
17. The HOA for this community has no objections to the variance request.

18. Mr. Borzen is agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

The requested variance is to allow the encroachment of a concrete patio and screen enclosure approximately 0.9' feet into a 20' Lake Maintenance Easement. SBDD staff has no objections to this variance request and there are no financial impacts to this Agenda Item. If the variance is approved, Mr. Borzen is agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD and paying all associated legal fees and recording fees.

Commissioner Minnaugh recused herself from the vote on this motion because she is involved in the sale of the home.

Mr. Borzen approached the podium to answer questions from Board members. Vice Chair Ryan asked if Mr. Borzen was aware that there was a previously granted variance on this property? Mr. Borzen replied no, he was not aware. District Director Hart said that there was no variance through the District, but that the District had signed off on a permit.

Commissioner Mersinger made a motion to approve the variance allowing the encroachment of a concrete patio and screen enclosure approximately 0.9' feet into a 20' Lake Maintenance Easement. Vice Chair Ryan seconded the motion and it was carried unanimously.

Commissioner Good joined the meeting at approximately 8:25 A.M.

C. REQUEST FOR “LETTER OF NO OBJECTION” TO VACATE A PORTION OF A STORMWATER FLOWAGE/STORAGE EASEMENT IN THE “MEADOW PINES” PLAT (A.K.A. COBBLESTONE PHASE III)

South Broward Drainage District (SBDD) received a request to issue a “Letter of No Objection” for the vacation of a portion of a Storm Water Flowage/Storage Easement in the “Meadow Pines” plat (aka: Cobblestone Phase III). This easement was previously dedicated by the Meadow Pines plat. (PB 173, PG 40, BCR.)

The property is owned by the Meadow Pines Community Development District and is under contract for sale to Standard Pacific Homes.

The reason for the request is to accommodate the proposed Cobblestone Phase III development. The easement vacation and subsequent site development will result in a decrease in the surface water management area for the S-3 basin. The applicant has demonstrated that the impacts to the S-3 basin as a result of this development will be negligible; and the developer has agreed to compensate for the loss of basin storage by including an off-site S-3 basin improvement as part of the Paving & Drainage Permit for the project.

SBDD staff has no objection to this vacation request, subject to the following conditions:

- The Paving & Drainage Permit for the Cobblestone Phase III project will include an off-site S-3 basin improvement for the installation of an automated system to operate the existing sluice gates at the S-3 pump station (estimated cost = \$60,000).

- Property owner to enter into a Maintenance & Indemnification Agreement with SBDD.

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

The request is for approval of SBDD to issue a “Letter of No Objection” for the vacation and release of its interest in a portion of the Storm Water Flowage/Storage Easement as described in the legal description attached to the District Director’s memo and as previously dedicated under the Meadow Pines plat, as recorded in Plat Book 173, Page 40, B.C.R.

Commissioner Minnaugh made a motion to approve the issuance of a “Letter of No Objection” for the vacation and release of its interest in a portion of the Storm Water Flowage/Storage Easement as requested. Commissioner Santana-Woodall seconded the motion.

Vice Chair Ryan asked District Director Hart what the size of the Stormwater Flow Storage Easement was before they put this request in, and how much is the District losing with this vacation request? District Director Hart deferred to Mr. Clifford Loutan, Engineer for Suntech Engineering, to answer this question. Mr. Loutan explained that it is approximately 10.8 acres less than what was previously approved. District Director Hart elaborated that the original area of SWMA including the mitigation, actually exceeded the District’s minimum storage requirement for the Basin. The Cobblestone site had provided additional storage, mainly as a result of the mitigation. He said that there is a negligible impact to the Basin. District Director Hart said that the engineer has run a “Stormwater Model” demonstrating the impacts to the Basin, and they will be doing compensation for the loss of storage.

Vice Chair Ryan asked District Director Hart if the District can do the drainage analysis in house. District Director Hart replied yes.

The question was called and it was carried unanimously.

D. CONTRACT AWARD:

1. SBDD TREE REMOVAL & TRIMMING PROJECT AT VARIOUS LOCATIONS IN MIRAMAR, SWR & PEMBROKE PINES - District Director Hart stated that SBDD advertised for bids for the Tree Removal/Trimming Project at various locations in Miramar, SWR and Pembroke Pines. The District received a total of four (4) bids. The Bid amounts ranged in price from \$38,938.00 to \$181,250.00.

The bid documents allow the District the option of awarding the contract on a split basis.

The lowest bid for all thirteen sites combined was submitted by EDJ Service Inc. in the amount of \$38,938.00. The lowest bid for each of the 13 sites individually varies among the bids, and District Director Hart recommended that the bid be awarded on a split basis as follows:

1. EDJ Services Inc. in the amount of \$24,752.00 as the lowest responsive, responsible bidder for Site Nos. 1, 3, 5, 7, and 9 thru 13.

2. 100% Landscaping Company Inc. in the amount of \$10,350.00 as the lowest responsive, responsible bidder for Site Nos. 2, 4, 6 and 8.

The total of both contracts will be \$35,102.00.

The District has reviewed the bids submitted by both EDJ Services and 100% Landscaping Company Inc. and has determined that both contractors are qualified to perform the work.

The work covered under this project is included as part of the District's 2013-2014 budget; and funding for the project will come from the SBDD General Operating account. District Director Hart recommended that the District award the contract on a split basis to EDJ Services Inc. and to 100% Landscaping Company Inc., in the total amount of \$35,102.00 as the lowest responsive, responsible bidders.

Commissioner Minnaugh moved for approval to award the SBDD Tree Removal/Trimming Project on a split basis as recommended by the District Director to EDJ Services Inc. and to 100% Landscaping Company Inc., in the total amount of \$35,102.00. Motion was seconded by Commissioner Santana-Woodall.

In discussion, Commissioner Mersinger questioned if the bid submitted by Weekley Asphalt Paving Inc. should have been considered non-responsive since they just gave a lump sum and that is not the way they were supposed to have bid on this. District Director Hart said that being that Weekley's bid was so high, this is not an issue.

Vice Chair Ryan asked District Director Hart if the tree trimming work is accompanied by landscaping? District Director Hart said no; the District removes the trees and grinds the stumps to ground level. That is the extent of the work done. He said that normally there is no replacement of landscaping other than sod, but if there is, it is the responsibility of the property owner to do. He said the District does coordinate with all the property owners and have them sign a release for SBDD to access all of the properties. The District also coordinates with the individual cities to make sure that there are no permitting issues. These are all invasive, non-native, exotic type trees that the District will be removing. Vice Chair Ryan clarified that any landscaping to be done on the property, after the trees have been trimmed, is the responsibility of the City and/or the property owner. District Director Hart agreed.

Commissioner Good asked, are both companies aware of the distribution of the awards and are they in agreement? District Director Hart responded yes.

The question was called and it was carried unanimously.

2. SBDD FABRIC FORMED ENDWALL CONSTRUCTION PROJECT AT DAVIE AND PEMBROKE PINES - District Director Hart stated that SBDD advertised for bids for the Fabric-Formed Endwall Construction Project in Pembroke Pines and Davie. The District received a total of seven (7) bids. The Bid amounts ranged in price from \$31,300.00 to \$76,948.00. Each bidder was required to visit the job site location with a SBDD representative as a prerequisite to submitting a bid.

The lowest bid for both sites was submitted by LCCI Construction, LLC in the amount of \$31,300. SBDD has reviewed the bid submitted by LCCI Construction, LLC and has determined that the bid is complete and that the Contractor is qualified to perform

the work. District Director Hart recommended that the District award the contract for the Fabric-formed Endwall Construction Project to LCCI Construction, LLC in the amount of \$31,300.00 as the lowest responsive, responsible bidder.

The work covered under this project is included as part of the District's 2013-2014 budget; and funding for the project will come from the SBDD General Operating account.

Commissioner Minnaugh moved for approval to award the SBDD Fabric-Formed Construction Project in Pembroke Pines and Davie to LCCI Construction, LLC in the amount of \$31,300.00 as the lowest responsive, responsible bidder. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

E. AUTHORIZATION TO RE-INVEST DISTRICT FUNDS

District Director Hart requested approval to re-invest the monies that will become available from four maturing CD investments over the next four months by purchasing four new 12-month CDs at the highest available interest rates.

On May 13, 2014, the Finance and Investment Committee met to discuss the District's options for re-investing the cash-on-hand that will be available upon the maturity of each individual CD. The recommendation from the Finance and Investment Committee is to re-invest these funds in new 12-month CDs at the highest available interest rate.

A 12 month cash flow analysis by SBDD staff indicates that the District will have adequate cash-on-hand over the 12-month period of the new CDs. There will be no financial impacts as a result of the re-investment of these funds.

Commissioner Minnaugh moved for approval to re-invest the monies that will become available into new 12-month CDs at the highest available interest rate. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

F. SBDD RESOLUTION 2014-01 – REQUIREMENT FOR LOBBYIST REGISTRATION AND REPORTING

In March the District Director had presented the Board with Proposed SBDD Resolution 2014-01 that establishes a requirement for all lobbyists to register with the District and to file an annual statement of all lobbying activities; and this item was tabled by the Board, pending action by the Florida Legislature on SB 846.

District Director Hart said that Senate Bill 846 did get a House companion bill and did get approved; however, it got stripped down to where it only applies to the State's five water management districts. He said that there is really no requirement for any independent District to incorporate this requirement. He asked the Board for direction on whether or not this is something they want to require for SBDD.

Discussion ensued.

Commissioner Mersinger suggested that since the District is not required to do this, that the District table this item until it comes back through the legislature, and becomes a requirement. Commissioner Good agreed with Commissioner Mersinger that if it is necessary, then the District should do the necessary thing. His only concern was the memo

accompanying this item; he said he does not agree with the statement . . . “this will make the District compliant”, because there is no compliancy for this District. He wanted to clarify that this does not make the District compliant. He said that this is a voluntary thing, and not something that would make the District compliant.

No action was taken on this agenda item.

G. UPDATE ON 2013-2014 CAPTIAL IMPROVEMENT PLAN

District Director Hart updated the Board on the completed CIP projects to date. They are as follows:

- Upgraded two pumps from oil to water at the S-4/5 Pump Station.
- Rebuilt one gear drive at the SBDD S-4/5 Pump Station and replaced three additional gear drives at the S-2 Pump Station.
- Installed the Sluice Gate at the S-2 Pump Station.
- Replaced three gear drives at the S-3 Pump Station which was done as part of SBDD’s Basin 3 drainage improvements, under at the District’s General Operating funds.

Upcoming CIP projects are as follows:

- The Pipe-liner for the Johnson Street and Palm Avenue Culvert is currently out to bid. The bids are due in two weeks.
- The District is currently designing some drainage improvements at two locations in SWR.
- The District has done some excavation work in its primary and secondary canals in Basin 1, and have some additional excavation work planned and ready to move forward.

1. REQUEST APPROVAL TO CONTRACT WITH RING POWER CORPORATION TO REBUILD ENGINE #3 AT THE S-1 PUMP STATION FOR A NOT-TO-EXCEED PRICE OF \$22,500.00.

District Director Hart requested approval to contract with Ring Power Corporation for a not-to-exceed amount of \$22,500 to rebuild the District’s # 3 diesel engine at the S-1 pump station. Funding for this project will come from the SBDD CIP Committed Account as part of the District’s 2013-2014 CIP.

SBDD received pricing from two (2) authorized Caterpillar (CAT) dealers who provide certified repair and maintenance services on CAT engines to provide maintenance and repair work on the District’s # 3 diesel engine at the S-1 pump station. The scope of the work will include a complete re-build of the CAT engine. The pricing ranged in cost from \$31,789 (Pantropic Power) to \$22,288.62 (Ring Power Corp.).

The #3 engine at the S-1 pump station is a CAT 3306 diesel engine. Due to the specialized nature and complexity of this engine, it is recommended that any outside repair or maintenance work be performed by an authorized CAT dealer who provides certified repair and maintenance services. SBDD solicited prices from the two closest authorized CAT dealers in the area: Pantropic Power (South Florida) and Ring Power Corp. (Central Florida).

The lowest pricing was received from Ring Power Corp. in the amount of \$22,288.62. SBDD will remove the engine and transport it to Ring Power Corp.'s Palm Bay Branch; and Ring Power Corp. will return the engine to SBDD and re-install and test the engine. The estimated cost for SBDD to remove and transport the engine to Palm Bay is \$1,500.

The work covered under this project is included as part of the District's 2013-2014 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP Committed account.

Commissioner Minnaugh moved for approval to contract with Ring Power Corporation for a not-to-exceed amount of \$22,500 to rebuild the District's # 3 diesel engine at the S-1 pump station. Motion was seconded by Commissioner Mersinger.

Vice Chair Ryan asked District Director Hart, how often do these engines need to be rebuilt? He asked if the District keeps track of this? District Director Hart replied yes, these engines are fifteen plus years old, and are getting up in age and in service time; and the District rebuilt three engines about three years ago; and there will be more to follow. This was the engine recommended by staff to be rebuilt in this year.

The question was called and it was carried unanimously.

2. *REQUEST APPROVAL TO CONTRACT WITH M2M ADVISORS FOR THE PURCHASE AND INSTALLATION OF CAMERAS AND SUPPORTING EQUIPMENT AT SBDD PUMP STATIONS FOR A NOT-TO-EXCEED PRICE OF \$18,500.00.*

District Director Hart stated that SBDD received pricing from M2M (Machine-to-Machine) Advisors Group to provide two video cameras and supporting hardware/software at each of SBDD's six primary pump station locations. M2M Advisors Group (M2M) is a newly formed division of IC Real-time, a global leader in the design and manufacturing of surveillance solutions with its headquarters located in Pompano Beach, FL. The total price provided by M2M for these services is \$18,500.

The decision to use M2M for these services is based on M2M's newly formed partnership with the Verizon Partner Network on the installation and support of surveillance cameras and video streaming. SBDD recently switched cell phone service to Verizon, based in part upon its ability to provide this type of service at significantly lower costs than the District had previously been quoted.

Since 2011, SBDD has been researching and evaluating the feasibility of installing video cameras at its pump stations. This capability will greatly enhance the District's operations and decision making, especially during extreme weather events. Specifically, it will allow the District's Operations Manager and other key staff the ability to observe real time conditions at the District's pump stations and help make critical staffing decisions and work assignments. It will also allow SBDD staff to monitor the pump stations on a continuous basis and reassign work duties as necessary.

M2M joined the Verizon Partner Network to "develop and deploy custom-tailored HD video surveillance solutions via the Verizon Wireless 4G network". Because of this partnership, SBDD will be able to obtain video streaming from its cameras through

Verizon's cell phone satellite network as opposed to individual connections at each pump station location. In addition, SBDD will be able to "bundle" its usage of the cameras among all six locations, resulting in additional savings. In other words, SBDD will only be paying for the video streaming that it uses across all six locations as opposed to a minimal monthly charge at each individual location.

Prior to this opportunity, SBDD staff had determined that the cost of providing cameras at all six pump stations was not feasible at this time. SBDD staff had previously evaluated the following two options for providing cameras at its pump stations:

- Install an individual cable feed to each pump station with a minimum monthly charge at each location to stream and view the video. The cost for this option was estimated at \$90,000 for the hardware/software and \$120.00 per month for the service.
- Coordinate with Dataflow, SBDD's telemetry provider, on new technology for camera installation and video streaming. To date, Dataflow has not developed a reliable product for this service that would not require a full overhaul of SBDD's telemetry system. The cost for this option was estimated at over \$225,000 for the hardware/software with no monthly charge for the service.

This project is part of SBDD's 2013/2014 Capital Improvement Plan (CIP) with a previous budget amount of \$60,000; and funding for the project will come from the SBDD CIP Committed account. In addition to the \$18,500 cost for the hardware and software from M2M, there will be a monthly charge of \$38.50 for a 5 GB data plan or \$61.60 for a 10 GB data plan across all six locations. Staff is projecting that a 5 GB data usage plan will be sufficient.

The CIP budget amount for this item has been reduced to \$30,000, which includes the purchase of the equipment for \$18,500 and \$11,500 for the installation. The installation will be contracted separately by SBDD.

District Director Hart requested approval to contract with M2M Advisors Group for a not-to-exceed amount of \$18,500 for the purchase of cameras and hardware/software at six locations. The District will coordinate on the installation, and if needed, will contract out with an electrician.

Commissioner Minnaugh moved for approval to contract with M2M Advisors Group for a not-to-exceed amount of \$18,500 for the purchase of cameras and hardware/software at six locations. Motion was seconded by Commissioner Mersinger for discussion. Commissioner Minnaugh asked if the District pays sales tax? District Director Hart replied no. Commissioner Minnaugh indicated that the cost should be \$17,500 instead of \$18,500 because the M2M quote includes tax. District Director Hart agreed.

Commissioner Mersinger suggested that the District go for the \$61.60 monthly rate for the 10 GB data plan now, before the price goes up. She also wanted to know if there was a maintenance contract for the equipment. District Director Hart said he is sure there is, and that he will look into it.

Commissioner Good commented that the District is anticipating an increase in operating costs because of the purchase of air time. He asked if these locations were remotely operated, telemetry-wise. District Director Hart replied yes, they will be remotely operated,

for both pumps and camera system. He said that this will give the District the ability to look real-time at the pump station, rather than send an employee to these locations to assess the conditions.

Commissioner Good asked if there was any need to have a concern regarding security? District Director Hart replied that he does not believe the District falls under any federal requirement as far as levels of security. He believes that this is an individual decision by the District as to what it feels is appropriate. There are certain levels of security in place as far as access into the District's pump stations (for example, perimeter fencing and gating); and also security at the pump station itself. He said that the cameras will provide another layer of security. Commissioner Good commented that he was referring to a security perspective of national incident management. He suggested that it may be helpful to do research, to see if the District actually falls within some of those criteria. If they do, the District may need to return with other, additional solutions; because it can be disruptive if someone hijacks the system. District Director Hart agreed.

Chair Hodges commended the District for moving forward with this.

The question was called and it was carried unanimously.

3. *REQUEST APPROVAL TO TRANSFER FUNDS FROM THE CIP COMMITTED ACCOUNT TO THE GENERAL OPERATING ACCOUNT FOR COMPLETED CIP PROJECTS IN THE AMOUNT OF \$114,171.*

District Director Hart requested approval to transfer \$114,171 from the SBDD Capital Improvement Committed Account the SBDD General Operating Account as reimbursement for four recently completed CIP projects.

As discussed previously, SBDD recently completed several CIP projects. These projects were approved by the Board with funding through the Capital Improvement Committed Account. The work was performed through several different contracts administered by SBDD with a total amount of \$114,171.

Commissioner Minnaugh moved for approval to transfer funds from the CIP Committed Account to the General Operating Account for completed CIP projects in the amount of \$114,171. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

H. DISCUSSION AND ACTION REGARDING THE EXTENSION OF SBDD EMPLOYEE BENEFITS TO DOMESTIC PARTNERS

At the request of the Board, District Director Hart has reviewed the District's Employee Policy Handbook in regards to the extension of SBDD Employee benefits to domestic partners. The Policy Handbook states that "the District does not discriminate against any individual with regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation or other protected status". However, there is nothing specific in the handbook with regards to extending SBDD employee benefits to domestic partners.

Under SBDD's current health plan with Blue Cross/Blue Shield (BC/BS), there would be no additional cost to the District for extending health benefits to domestic partners. He said that it is simply a request that needs to be made by the District to BC/BS and they

would extend those benefits. There is criteria that will need to be met by employees demonstrating that they are domestic partners; and it applies to all domestic partners (same sex or opposite sex).

Commissioner Mersinger asked if BC/BS recognizes same sex marriages that take place outside of Florida? She would like to ensure that it is all part of the package. District Director Hart said that he would need to ask. He did not think that it would affect the District's ability to provide benefits however; and he knows that some health agencies do not provide benefits that extend to domestic partners. He said that in moving forward the District will deal with only those agencies that provide these benefits. He said that for other health providers there is a cost. BC/BS is one where there is no fee, but he does not know if they recognize same sex marriages. District Director Hart said that as it is today, an employee would have to meet the criteria as a domestic partner, as opposed to a married couple. Commissioner Mersinger commented that she realizes that this has not been an issue for the District, but she would like to do the right thing even before it is asked.

District Director Hart commented that he can pursue it further if it is the Board's decision.

Vice Chair Ryan asked District Director Hart if he could recall, some of the criteria for a domestic partnership? District Director Hart said that from what he recalls, an employee would just have to demonstrate that they have been together for six months, and that they have been cohabitating, (show a bill, etc.). Vice Chair Ryan asked District Director Hart to send him an email on the criteria.

I. OTHER

District Director Hart mentioned the following items:

- **Outreach Efforts** – District Director Hart said that he will be meeting with some of the facilities people from the School Board to discuss maintenance issues and share some of the same concepts that was discussed on Commercial/Industrial properties.
- **South Plantation High School** – District Director Hart said that he is continuing to work with South Plantation High School and they are developing a program for an actual class to go together with their environmental studies. He will be working with their Magnet Coordinator.

Commissioner Mersinger commented that the District is doing such amazing things with the School Board and was wondering why the District has not done a press release on these things. District Director Hart said that it may be possible and he will discuss it with the teacher at Pines Charter Middle School. Commissioner Minnaugh said she will have her contact call District Director Hart to assist him if needed.

05. ATTORNEY'S REPORT:

A. HOTWIRE UPDATE ON PEMBMROKE FALLS AGREEMENT

Attorney Bell said that the Agreement was distributed and reviewed with Hotwire. Since then, there have been revisions made; and the new Draft Agreement should serve the purpose the District desires. The HOA has granted Hotwire an easement, making the representation that Hotwire has the authority to install the cable; and it has been recorded. He said that the new Draft

Agreement is for discussion purposes today, and final approval at the next meeting. This will also be used as a boilerplate type Agreement to be used for future areas that Hotwire may go into.

Chair Hodges asked Attorney Bell if he feels this Agreement will protect the District adequately? Attorney Bell replied that the way the verbage is, it should indemnify the District for anything that may go wrong, and it should protect the District adequately.

Commissioner Mersinger had concerns that the District is not covered sufficiently for any damage that may be done to the District's easements; that there is only a \$10,000 letter of credit in place if something goes wrong. District Director Hart said that they did take out one of the bonds. He said that originally there was a maintenance bond and a permanent bond; and based on discussion that took place at the last Board meeting regarding installation, the District actually went out and did a spot inspection at every parcel/pod of the installation, and did not see any issues with the construction. There was nothing significant when it came to restoration, and what would typically be required for an installation of this nature, as it relates to the lake bank; so the District felt that \$10,000 would be adequate as far as a maintenance bond for one year, to cover anything that might come up in the future. The permanent bond was something that Hotwire felt was not necessary, appropriate, or consistent with anything that they do elsewhere. District Director Hart said that the goal of the agreement was to try to get language that protects SBDD, and that Hotwire would be willing to execute. Based on what Hotwire told the District, they have indicated that they will execute the Agreement with the language that is in the new Draft Agreement. District Director Hart reiterated, that as attorney Bell mentioned before, it will also be used as a framework Agreement for future areas that Hotwire or any utility company may go into, outside of the public right-of-way; for utilities in the lake maintenance easement, for example.

District Director Hart said that the original purpose and goals of the agreement have changed. For example, the HOA was removed as a party to the Agreement, so that it is now between SBDD and Hotwire. He said that based on what was seen, and when this Agreement gets approved and is in place, the District will issue a permit, perform a final inspection, prepare a punch list, and any issues will be addressed. The District will then close-out the permit and hold the bond for a year; and then the District will perform another inspection in a year. This is typically what is done on projects for drainage.

Commissioner Minnaugh suggested that on the bottom of page 3 and top of page 4, the word "written approval" should be inserted.

Chair Hodges asked if this Agreement would apply, for example, if a City were running a water main across the easement? District Director Hart replied yes.

Commissioner Minnaugh moved for approval of the Hotwire Agreement for discussion. Motion was seconded by Commissioner Mersinger.

Attorney Bell commented that this item is for discussion purposes today, and that it will be approved at the next Board meeting by Resolution.

Commissioner Minnaugh withdrew her motion for approval of the Hotwire Agreement for discussion. Commissioner Mersinger withdrew her second to the motion.

Commissioner Good responded to District Director Hart's comment regarding the \$10,000 Maintenance Bond. He said there was a question regarding the \$10,000 bonding, and the response was that Hotwire is doing a good job, and the District does not believe that they would need to chase after a larger amount. Commissioner Good believes that the District needs to recognize that the District is opening that door for others to follow. Hotwire may not be the only

company that the District will need to engage; and other companies may not have the same level of quality that Hotwire has; and he understands that this will be a template. He believes that this needs to be taken into consideration as the District goes through the process.

Commissioner Good further discussed the clarity of some of the language in the Agreement and suggested several additional changes. He also commented that District Director Hart made a statement that Hotwire does not do permanent bonds with anyone else. He said that statement is inaccurate, because once a facility is installed on your property or within your right-of-way, there is a reason why there would be a long term bond issued; because there is a need to be defensible against a company that defaults and goes out of business. If this were to happen, the District would have a right to call on the long term bond. He said that the long term bond is not by individual project; but that it covers all of the facilities that Hotwire may have within the District's area of responsibility. He opined that as long as they are in existence and operating within the District's area of responsibility, there needs to be an umbrella bond that covers any potential liabilities that may develop over the course of time.

Lastly, Commissioner Good commented that there are no annual fees included in the agreement. He said that he did not see any permit fees or any kind of fees whatsoever. He said that he saw where the District is going to recover some of the District's costs through the agreement process; but by federal law he does not believe that the District will be able to charge a permit fee. He suggested that District Director Hart may need to talk to the consulting attorney. He said that the reason you cannot charge permit fees is because Hotwire pays communication service taxes, but the fact-of-the-matter is that this District does not share or participate in communication service taxes. He asked if that meant that by federal law, it allows the District the ability to charge a permit fee and to require cost recovery, in order to ensure that Hotwire is doing the right thing? The other thing is that by federal law they are required to pay X amount of dollars per linear mile of cable that they place in the ground, so why did the District not ask for fees per linear mile of cable that was placed in the ground in the LME?

District Director Hart replied that a fee per lineal mile was in the previous agreement and it was taken out because Hotwire objected to it. In some of the discussion with their attorney, the District tried to be consistent with other permits that the District has issued. He said that permit fees were discussed and that he would research it further. He said that the District's objective is to charge them permit fees, and on this project in particular, because it is after-the-fact, and they did construction without a permit.

District Director Hart indicated that he would like to incorporate the Board's comments and run them by Hotwire for a consensus on an Agreement that they are willing to sign, and bring it back for formal approval at the next Board meeting by Resolution. This does not mean that whatever is presented cannot be modified; it is so that the District can complete the Pembroke Falls Agreement; and make Hotwire aware that any new work would need to go through the District for a permit.

District Director Hart said that he will discuss the higher maintenance bond and an umbrella bond that would apply to any work within the District; along with the other points that the Board of Commissioners had concerns about.

Chair Hodges commented that he thinks this is important; that although it started out on the wrong foot, it is now moving forward in the right direction, and that the District can make this work in everyone's best interest and avoid another Grand Palms scenario.

Commissioner Mersinger commented that Pembroke Falls is pretty much completed, but there will be other places that Hotwire needs to go, and they need to know that what was allowed for Pembroke Falls, may not be allowed elsewhere under these same set of circumstances.

Commissioner Minnaugh commented that in the Draft Agreement it references that the “association has contracted with Hotwire”. She suggested that in the future agreements, it should state that “Hotwire cannot enter into a contract with any other association, without first signing an agreement with SBDD”. She also suggested that if they merge or sell to another company, they would need to provide written approval, and there cannot be any transfer without having proof of a bond in place from any new purchaser or successor.

District Director Hart said that he hopes this will address most of the issues that the District needs to address at this time. He will discuss the additional bond and other comments that came up, and will report back at the next Board meeting.

Commissioner Minnaugh asked District Director Hart if the District owns any property where Hotwire would be placing their equipment through SBDD property similar to the lake maintenance easement? District Director Hart replied that there might be a situation where instead of a lake maintenance easement, it could be a canal right-of-way that the District actually owns. Commissioner Minnaugh said that it is her understanding that this Agreement would also make them go back in and take care of anything that the District would damage on its own property; that they would have to go in and take care of that as well. Attorney Bell said that right now, it is only referring to the LME; anything outside of the LME is not covered by this agreement, so anything going into the lake for example, would not be necessarily covered.

B. OTHER

Attorney Bell stated that Senate Bill 846, was originally applying to Special Districts, and now it does not. The other Senate Bill 1432, Revamp of 189, was approved. He said the main issue there is that in the event there is any type of review of a Special District, rather than going to the City or County, it will now go directly to the legislature; and that the delegation will do that review. Another issue is the website. He said that where it has been mandatory to have information on the website, it has now been revamped to be even more extensive, with a deadline of July, 2015. He said that there are many compliance issues; forms that need to be filled out, rules and regulations, and if it is not followed, it could lead to trouble.

Attorney Bell commented on the budget hearing, and said that in the past he followed the rules on the District’s Charter; and that there was a budget hearing in July, and then a second budget meeting in August. Then, to provide as much transparency as possible, he would make sure that there was a hearing of some type that was called a “workshop”, and the date of the workshop would be placed on the Trim notices. He said that he has had discussions with BCPA’s office every year, as to the dates that the District needs to comply with. What has been done for the last 4 to 5 years is that the District has had a workshop at night, and a 2nd budget hearing to approve the budget at the end of September. What he was told recently is that the BCPA is now being a bit stricter on some of these requirements. The requirement is that the District has to have a budget approved prior to September 15th. He said that as far as the hearing, which is to be placed in the Trim notice (and be considered as the District’s First Class mailing), the District would have to have their public hearing sometime between Friday, September 12th through Monday, September 15th.

Attorney Bell does not believe that SBDD needs to provide notice of the budget hearing in a First Class mailing; and he suggested that SBDD hold its 2nd budget hearing between September 4th and September 15th, without a workshop.

After further discussion, it was decided that the Final Budget Hearing will be held tentatively on Thursday, September 4th, 2014 at 6:00 p.m., and that the August Board meeting would be cancelled. Dates are subject to change.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER'S QUESTIONS/COMMENTS

None.

08. MEETING DATE(S)

A. The Next Regular Board Meeting will be held on **Thursday, June 26th at 8:00 a.m.**

Adjournment at 10:25 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

*****MEMORANDUM*****

DATE: June 16, 2014

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for SBDD Culvert Lining Project in Pembroke Pines Project

Comments:

SBDD advertised for bids for the slip-lining of the existing 84" diameter culvert at Johnson Street and Palm Avenue in the City of Pembroke Pines. We received a total of two (2) bids. The Bid amounts ranged in price from \$88,158.00 to \$111,900.00. Each bidder was required to attend a mandatory per-bid meeting as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The lowest bid was submitted by Straight Ahead Construction, Inc. in the amount of \$88,158.00. SBDD has reviewed the bid submitted by Straight Ahead Construction, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD is familiar with this Contractor and has been satisfied with their past work for the District. I am recommending that the District award the contract for the Culvert Lining Project in Pembroke Pines (Johnson Street/Palm Avenue) to Straight Ahead Construction, Inc. in the amount of \$88,158.00 as the lowest responsive, responsible bidder.

Financial impacts to this Agenda Item: This project is part of the District's 2013-2014 Capital Improvement Plan (CIP) and funding for the project will come from the SBDD CIP Committed account. This is also a cost share project with the City of Pembroke Pines who will be contributing \$24,000 towards the project.

This is to request approval to award the contract for the bid for the Culvert Lining Project in Pembroke Pines (Johnson Street/Palm Avenue) to Straight Ahead Construction, Inc. in the amount of \$88,158.00. Funding for this project will come from the SBDD CIP Committed Account as part of the 2013-2014 CIP.

KH
Attachment

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT CULVERT LINING PROJECT IN PEMBROKE PINES (JOHNSON STREET/PALM AVE.)

Thursday, June 12, 2014

(BIDS HAVE NOT BEEN FULLY EVALUATED)

<u>COMPANY NAME</u>	<u>TOTAL BID AMOUNT</u>	<u>COMMENTS</u>
STRAIGHT AHEAD CONSTRUCTION, INC.	\$88,158.00	
SHENANDOAH GENERAL CONSTRUCTION CO.	\$111,900.00	

MEMORANDUM

DATE: June 19, 2014

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2014-04 – Approval of Agreement with Hotwire Communications, LTD

Comments:

Proposed Resolution 2014-04 authorizes SBDD to enter into an Agreement with Hotwire Communications, LTD (Hotwire) regarding the installation of a communication system within the Pembroke Falls development.

The communication system within Pembroke Falls was installed by Hotwire within a series of Lake Maintenance Easements (LMEs) which were previously dedicated to SBDD by plat. The proposed Agreement acknowledges SBDD's right to access and utilize the LMEs for the purpose of maintaining the adjacent lakes, and it indemnifies and holds the District harmless against any damage that may done to the Hotwire communication system as a result of the District's use of the LMEs. In addition, the Agreement establishes Hotwire's sole responsibility for the construction, maintenance, operation, restoration, replacement, upgrade, relocation, abandonment, etc. of the communication system. The Agreement establishes a one-time users fee to cover the District's costs for issuing a permit, and requires Hotwire to post a \$50,000 bond with SBDD for all Hotwire work within the jurisdictional boundaries of the District. The \$50,000 bond will remain in place until formal approval by the SBDD Board of Commissioners to release the bond.

The approval and execution of the Agreement will allow SBDD to issue a Utility Permit to Hotwire for the installation and maintenance of the communication system within Pembroke Falls. Any new installations by Hotwire within the District's jurisdictional boundaries will require a separate permit and Agreement.

Also attached to this Memo is a red-line copy of the previous draft of the Agreement (new Draft No. 7), which illustrates the changes made to the Agreement in response to the Board's discussion and comments at the May Board meeting.

Financial impacts to this Agenda Item: None; the proposed Agreement includes a user fee, bonding requirements and reimbursement of all costs associated with the preparation of the Agreement.

This to request approval of Resolution 2014-04 authorizing SBDD to enter into an Agreement with Hotwire Communications, LTD (Hotwire) regarding the installation of a communication system within the Pembroke Falls development.

KH

Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION No. 2014-04**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH HOTWIRE COMMUNICATIONS, LTD, A PENNSYLVANIA LIMITED PARTNERSHIP, REGARDING THE INSTALLATION OF A COMMUNICATION SYSTEM WITHIN LAKE MAINTENANCE EASEMENTS LOCATED WITHIN THE PEMBROKE FALLS RESIDENTIAL DEVELOPMENT; 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, Hotwire Communications, LTD, hereinafter referred to as "Hotwire", is a communications company licensed by the State of Florida and is in the business of providing cable TV, internet and other communications services (hereinafter referred to as "Communication Services"); and

WHEREAS, Hotwire is currently providing provide Communication Services to residents of Pembroke Pines, Florida; and

WHEREAS, the Pembroke Falls Homeowners Association (hereinafter referred to as "Association") has contracted with Hotwire to provide bulk communication services to individual homes of Pembroke Falls; and

WHEREAS, Hotwire proposes to install or has installed armored fiber optic distribution cables (the "Communication System") within Lake Maintenance Easements (hereinafter referred to as "LME" or "LMEs") located on the property within the Pembroke Falls Development which is depicted or described on Exhibit "A" to the Agreement, attached hereto; and

WHEREAS, the Association has provided Hotwire with a Grant of Telecommunications Easement (Easement) which provides Hotwire with the right to

access and install the Communication Services within the Pembroke Falls development and the LMEs; and

WHEREAS, Hotwire has notified the underlying property owners of the Exhibit "A" property of the proposed Hotwire Communication System in accordance with applicable law; and

WHEREAS, Hotwire is responsible to ensure that said property owners consent to and have no objection to the construction of the Communication System by Hotwire within the LME's on their property and shall satisfy and address all concerns and obligations associated with said Communication System in accordance with applicable law; and

WHEREAS, prior to accessing or encroaching on any LME, Hotwire shall notify the underlying Property Owner(s) that Hotwire representatives will be installing or making repairs to the Communications System on said property; and

WHEREAS, the LMEs are dedicated to the District for use by the District to access and maintain adjacent water bodies; and

WHEREAS, at Hotwire's sole cost and expense, Hotwire proposes to install and maintain the Communication System within the LMEs; and

WHEREAS, the installation of the Communication System will not interfere with or change the lake bank slopes and none of Hotwire's facilities will be permitted or allowed above ground within the LME's; and

WHEREAS, Hotwire desires a permit from the District for itself, its successors and assigns for the purpose of constructing and maintaining the Communication System within the LMEs; and

WHEREAS, the District agrees to issue a permit to allow Hotwire to install the Communication System within the LMEs. All trenches will be hand dug, back-filled and compacted and the property, including any sod (grass) within the LMEs will be restored to its original condition. There will not be any heavy equipment placed on or near the LMEs or in, on, within or over any of the adjacent lake tracts; and

WHEREAS, Hotwire has obtained or will obtain all other Governmental approvals and permits required for placement of the Communication Systems within the LMEs by Hotwire; and

WHEREAS, the District shall collect a permit fee in the amount of \$500.00 or \$250.00 per linear mile (or fraction thereof) of installation within the LMEs, whichever is

greater; and

WHEREAS, a copy of a drawing depicting the Communication System to be constructed within the LMEs is attached as Exhibit "B" to the Agreement; and

WHEREAS, Hotwire has acknowledged that the District may at some date in the future utilize the LMEs for maintaining the adjacent lakes or water bodies and that the Communication System constructed by Hotwire within the LMEs may be damaged; and

WHEREAS, Hotwire has acknowledged that Hotwire has the sole responsibility to maintain the Communication System constructed within the LMEs and that the District has no obligation to maintain said Communication System; and

WHEREAS, as a condition for approval of Hotwire's request to utilize the LMEs as stated herein, the District requires Hotwire 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 Communication System within the LMEs and District's subsequent use of the LMEs; and

WHEREAS, the District has prepared an Agreement whereby Hotwire will indemnify and holding harmless the District from any and all liability as a result of the construction and placement of the Communication System within the LMEs and District's subsequent use of the LMEs. The Agreement is attached to this Resolution No. 2014-04 as Exhibit "1" and is herein referred to as the "Agreement"; and

WHEREAS, the District and Hotwire are desirous of entering into the Agreement; and

WHEREAS, a public meeting was held on the 26rd day of June, 2014 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 Hotwire is approved.
3. The District's attorney and District Director are authorized and directed to submit the Agreement to Hotwire 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 execution of the Agreement, the District's attorney and District Director are authorized and directed to record the Agreement in the Broward County Public Records.

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

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

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

ADOPTED AND DATED the ____ day of _____, 2014.

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. 2014-04 was acknowledged before me this ____ day of _____, 2012 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 February, 2014.
(NOTARY SEAL OR STAMP)



Notary Public - State of Florida at Large

EXHIBIT "1"

SBDD_Hot Wire Agreement
June 20, 2014
SBD № 14-3138

Prepared By & Return To:

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

AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 2014, 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"), HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania Limited Partnership, whose principle address is One Belmont Avenue, Suite 1100, Bala Cynwyd, PA 19004, (hereinafter referred to as "Hotwire").

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 subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Hotwire is a communications company licensed by the State of Florida and is in the business of providing cable TV, internet and other communications services (hereinafter referred to as "Communication Services"); and

WHEREAS, Hotwire is currently providing Communication Services to residents of Pembroke Pines, Florida; and

WHEREAS, the Pembroke Falls Homeowners Association (hereinafter referred to as "Association") has contracted with Hotwire to provide bulk communication services to individual homes of Pembroke Falls; and

WHEREAS, Hotwire proposes to install or has installed armored fiber optic distribution cables (the "Communication System") within Lake Maintenance Easements (hereinafter referred to as "LME" or "LMEs") located on the property within the Pembroke Falls Development which is depicted or described on Exhibit "A", attached hereto; and

WHEREAS, the Association has provided Hotwire with a Grant of Telecommunications Easement (Easement) which provides Hotwire with the right to access and install the Communication Services within the Pembroke Falls development and the LMEs; and

WHEREAS, the Easement has been recorded in the OR Book 50764, Page 1121, Broward County Records, and is incorporated herein in its entirety by reference; and

WHEREAS, Hotwire has notified the underlying property owners of the Exhibit "A" property of the proposed Hotwire Communication System in accordance with applicable law; and

WHEREAS, Hotwire is responsible to ensure that said property owners consent to and have no objection to the construction of the Communication System by Hotwire within the LME's on their property and shall satisfy and address all concerns and obligations associated with said Communication System in accordance with applicable law; and

WHEREAS, prior to accessing or encroaching on any LME, Hotwire shall notify the underlying Property Owner(s) that Hotwire representatives will be installing or making repairs to the Communications System on said property; and

WHEREAS, Hotwire shall acknowledge to the District in writing that said property owners have no objection to the construction or repairs of the Communication System by Hotwire within the LMEs on their property; and

WHEREAS, the LMEs are dedicated to the District for use by the District to access and maintain adjacent water bodies; and

WHEREAS, at Hotwire's sole cost and expense, Hotwire proposes to install and maintain within the LMEs a state of the art fiber distribution system consisting of armored fiber distribution wiring installed at a minimum depth of twenty-four (24) inches or drop fiber installed in conduit at a minimum depth of twelve (12) inches; and

WHEREAS, subject to conditions of this Agreement and as permitted by applicable law, District agrees to convey the right to use the LME's as stated in this Agreement and the District has no objection to Hotwire installing the Communication System as stated herein; and

WHEREAS, it is Hotwire's intention to place the distribution wiring and conduit within a hand dug trench located within the LMEs; and

WHEREAS, the installation of the Communication System will not interfere with or change the lake bank slopes and none of Hotwire's facilities will be permitted or allowed above ground within the LME's; and

WHEREAS, the District agrees to issue a permit to allow Hotwire to install armored fiber optic cable at a depth of 24 inches or drop fiber installed within a conduit at a minimum depth of 12 inches within the LMEs and no closer than ten (10) feet of the property owners back (lake tract) property line. All trenches will be hand dug, back-filled and compacted and the property, including any sod (grass) within the LMEs will be restored to its original condition. There will not be any heavy equipment placed on or near the LMEs or in, on, within or over any of the adjacent lake tracts; and

WHEREAS, Hotwire has obtained or will obtain all other Governmental approvals and permits required for placement of the Communication Systems within the LMEs by Hotwire; and

WHEREAS, Hotwire desires a permit from the District for itself, its successors and assigns for the purpose of constructing and maintaining the Communication System within the LMEs; and

WHEREAS, the District shall collect a one-time user fee in the amount of \$500.00 or \$250.00 per linear mile (or fraction thereof) of installation within the LMEs, whichever is greater; and

WHEREAS, a copy of a drawing depicting the Communication System to be constructed within the LMEs is attached hereto as Exhibit "B"; and

WHEREAS, Hotwire acknowledges that the District may at some date in the future utilize the LMEs for maintaining the adjacent lakes or water bodies and that the Communication System constructed by Hotwire within the LMEs may be damaged; and

WHEREAS, Hotwire acknowledges that Hotwire has the sole responsibility to maintain the Communication System constructed within the LMEs and that the District has no obligation to maintain said Communication System; and

WHEREAS, as a condition for approval of Hotwire's request to utilize the LMEs as stated herein, the District requires Hotwire 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 Communication System within the LMEs and District's subsequent use of the LMEs; and

WHEREAS, the District and Hotwire are desirous of entering into an Agreement to provide for approval to permit the installation and maintenance of the Communication System within the LMEs; and

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. District, subject to approval of the Association agrees to allow Hotwire the right and authority to enter upon the LMEs from time to time, at such times as Hotwire shall deem necessary for the construction, installation, maintenance and operation of its Communications System. The Communications System shall be comprised of facilities, on, about and within the LMEs, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for the provision of telephone and cable television services and other Communication Services in, over, across and under the LMEs (the "Facilities"). Unless specifically authorized by the District in writing, no improvements except as described in this Agreement, may be constructed or placed within the LME's by Hotwire and plans for any additional improvements by Hotwire must be submitted to and be approved by District prior to construction.

3. All successors to the District and Hotwire shall be bound by this Agreement. However, Hotwire 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.

4. This Agreement shall be effective on July 14, 2014 ("Effective Date").

5. Hotwire agrees that Hotwire shall be responsible for such work as may be necessary to maintain the Communication System in the condition required by the District, and other governmental agencies other than the District, which have jurisdiction over the Communication System.

6. Hotwire agrees that all maintenance of the Communication System within the LMEs shall comply with all requirements and conditions of the District and other applicable laws.

7. District shall retain the right to move Hotwire's equipment and Facilities in the case of an emergency, provided, however, District shall have first made a reasonable attempt to notify Hotwire of the emergency. If Hotwire does not respond to said emergency within a reasonable time period as determined by the nature of the emergency, District shall cooperate with Hotwire to ensure that the relocated equipment is operational and fully compliant with all applicable building, electrical and fire codes. All costs related to this paragraph shall be at Hotwire's expense.

8. Hotwire shall deposit with the District a Bond or Letter of Credit (Bond) in the amount of \$50,000 to ensure that all work related to the construction, maintenance, operation, restoration, replacement, upgrade, relocation, abandonment, etc. of the Communication System is in strict accordance with the rules, regulations and criteria of the District and applicable law. Said Bond shall cover any and all work performed by Hotwire within the jurisdictional boundaries of the District and shall remain in place until such time as the District's Board of Commissioners formally approve the release of the Bond. To the extent that Hotwire fails to make the necessary repairs within the LMEs as provided herein, District may withdraw such funds as are necessary to make such repairs in compliance with this Agreement, and Hotwire shall replenish the bond in full within 30 days of completion of such repairs. A copy of the Bond is attached hereto as Exhibit "C".

9. In the event any portion of the LME area is vacated by the District, this Agreement shall terminate and be of no force or effect as to said areas. Notwithstanding the foregoing, Hotwire shall remain liable for all damages and expenses which are the result of Hotwire's work within the vacated LME area and Hotwire shall notify the affected property owner(s).

10. At any time after the District has utilized the LMEs, Hotwire shall reconstruct and restore the Communication System to its previous condition, said reconstruction and restoration shall be at the cost of Hotwire and all construction shall be in accordance with all District rules, criteria and regulations. In addition, Hotwire shall submit as-built drawings to the District for the reconstructed and restored Communication System within the LMEs which must be approved by the District.

11. Hotwire shall maintain General Liability Insurance, Auto Insurance and Worker's Comp Insurance which indemnifies the District and which names the District as additional insured under the policy. District agrees that District shall first direct its claim against the insurance which is provided, however, in the event said insurance is not in place or is insufficient to cover all claims of the District, the District may proceed directly against Hotwire pursuant to the indemnification provisions in this

Agreement. Hotwire further agrees that Hotwire will, upon request provide District with copies of all applicable insurance policies pursuant to this paragraph and that District shall be a named insured. Hotwire shall provide copies of such insurance policies to District upon thirty (30) days written notice. District shall be given notification in writing from the insurance company of any changes in the status of the insurance obtained by Hotwire at least thirty (30) days prior to the effective date of said change in status and also at least thirty (30) days prior to cancellation of said insurance. A copy of Hotwire's insurance policy is attached hereto as Exhibit "D".

12. In the event Hotwire fails to commence reconstruction or restoration of the Communication System within the LMEs within thirty (30) days after receiving notification from the District and complete same within sixty (60) days of said notification, the District may provide for such maintenance of the LMEs as is necessary at the cost of the District, which cost shall be reimbursed to the District by Hotwire in accordance with this Agreement. However, nothing stated in this Agreement shall obligate the District to restore any of the Communication System constructed within the LMEs or any restoration associated therewith.

13. Hotwire hereby agrees for itself, and its successors, assigns, and heirs, with respect to the Communication System which is constructed within the LMEs to indemnify the District and hold District harmless from any claims, losses, damages or expenses, arising out of the construction and maintenance of the Communication System within the LMEs and also for any and all claims, losses, damages or expenses, arising out of the damage or obstruction of the Communication System by the District as a result of the maintenance activities of the District conducted pursuant to this Agreement.

14. This indemnification includes but is not limited to any and all personal injuries which may be suffered 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 Communication System within the LME's.

15. Hotwire, 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 such claims, demands, costs or judgments and further agrees to take over and defend any such 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. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of Section 768.28 Florida Statutes, as amended, or any subsequently enacted similar law.

16. Hotwire, its successors and assigns agree that they shall comply with all District rules, regulations and criteria and hold the District harmless for any violations of same, in the event of any loss or damage suffered by the District.

17. Hotwire acknowledges that District has no obligation or responsibility regarding any of the construction associated with the Communication System and that any damage which may be caused to the Communication System shall be repaired by Hotwire. Hotwire further acknowledges that the District shall have no obligation to repair or be responsible for any damage which may be caused to the Communication System by the District or any other party.

18. This Agreement does not and is not intended to release third parties from any damage that third parties may cause to the Communication System.

19. Hotwire shall provide to District as-built drawings of the Communication System including appurtenances and fixtures associated therewith; provided that such as-built drawings shall include the location of the Communication System at such intervals as determined necessary by the District along the LMEs and lake boundary. As-built drawings prepared for Hotwire which are approved by the District shall satisfy this requirement.

20. Hotwire, its successors, assigns and heirs agree that during construction and maintenance of the Communication System and reconstruction and restoration of the Communication System within the LMEs, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake and adjacent drainage systems as a result of said construction, maintenance and restoration. In addition, Hotwire, its successors, assigns and heirs agree to be responsible for and reimburse District for all expenses arising out of damage to the adjacent lakes and LMEs and the adjacent drainage systems.

21. Hotwire agrees to maintain the Communication System constructed within the LMEs and to fully and completely indemnify and hold harmless the District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property, personal property of District or to any person or entity due to any act or omission of Hotwire, its employees, subcontractors, designees or agents and its successors, assigns or heirs in or on the LMEs.

22. Notwithstanding any other provision of this Agreement, if an emergency condition or situation arises which requires District's immediate use of the LMEs, as solely determined by the District, Hotwire and Association acknowledge that District may proceed with such work as is necessary within the LMEs to alleviate said emergency condition or situation without being liable to Hotwire and Association for any damage which may occur to the Communication System including, but not limited to, loss of Communications Services by Hotwire's subscribers, credits for outages, or any other interruption to Hotwire's services. In this event, District agrees to make a reasonable effort to contact Hotwire and Association to give Hotwire and Association the opportunity to protect the Communication System or assist District in the work necessary to alleviate said emergency condition or situation. All costs related to this paragraph shall be at Hotwire's expense.

23. Hotwire agrees that Hotwire will keep the adjacent lake area and the LME's clear of any debris associated with the construction, maintenance or use of the Communication System.

24. Hotwire agrees to install and maintain signs at a maximum of one hundred foot (100') intervals within the LMEs, said signs stating that "THERE IS AN UNDERGROUND CABLE/COMMUNICATION SYSTEM LOCATED WITHIN THE TWENTY FOOT LAKE MAINTENANCE EASEMENT ADJACENT TO THE LAKE. CONTACT HOTWIRE COMMUNICATIONS AT _____ TO DETERMINE THE LOCATION OF SAID SYSTEM". The proposed signs must be in accordance with applicable laws and be approved by District prior to installation and can be installed on any fence which traverses the LME's. The requirements under this paragraph can be modified as agreed to by the parties. All costs related to this paragraph shall be at Hotwire's expense.

25. If the future orderly or natural re-development of the LME area physically conflicts with the location of the Facilities, Hotwire shall, within ninety (90) days after receipt of written request from District, relocate the Facilities to another mutually agreed upon area within the LME, provided such relocation is physically possible within the LME. Hotwire shall pay the full cost of the relocation and upon relocation of the Facilities, the LME area granted herein shall be deemed abandoned as to only that portion of LME area formerly occupied by the Facilities.

26. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnifications contained in this Agreement and in reconstructing or restoring the LME's, the lake bank or the adjacent water body property shall be paid to District by Hotwire, its successors, assigns and heirs within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon all Association 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.

27. Hotwire, by signing this Agreement, acknowledges that District is only permitting occupancy of the LME's by the Communication System and that District has not reviewed and will not review, acknowledge, or comment on the structural integrity or sufficiency of the Communication System.

28. Hotwire further acknowledges that the Communication System has been or will be constructed in substantial compliance with the drawings depicted in Exhibit "B".

29. To the extent that Hotwire is determined to be the cause of any damage to adjacent properties as a result of construction, maintenance or repair of the Communication System, Hotwire agrees to take responsibility for such damage, without waiving any defenses or admitting any liability thereto or absolving any of Hotwire's contractors or subcontractors or third parties from liability for their own actions.

30. Hotwire hereby undertakes 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 caused by the District, its agents or employees, to the Communication System, 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, Hotwire and District acknowledge that:

A. After receipt of notification of a claim or action against the District, the District shall notify Hotwire 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. Hotwire agrees to 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 Hotwire may employ attorneys of its own selection to appear and defend the claim or action on behalf of the District at the expense of Hotwire. Hotwire 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 Hotwire shall not be required to obtain District's approval of a settlement involving only the payment of money by Hotwire 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; and

31. Notwithstanding any provision stated herein, should Hotwire violate any terms or requirements of this Agreement, upon sixty (60) days written notice from the District to correct said

violation and Hotwire fails to correct said violation, Hotwire shall remove the Communication System placed within the LMEs within an additional sixty (60) days following the sixty (60) day notice. Should Hotwire fail to correct said violation and also fail to remove the Communication System within the LMEs, the District is hereby authorized to remove the Communication System within the LMEs, Hotwire shall reimburse District for all costs incurred by District in removing the said Communication System within the LMEs, and District may terminate this Agreement. These costs shall include, but not be limited to reasonable attorney's fees and legal expenses incurred by the District.

32. 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
email: kevin@sbdd.org

with copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard
Ft. Lauderdale, Florida 33301
email: bell8526@bellsouth.net

As to Hotwire:

HOTWIRE COMMUNICATIONS, LTD.
One Belmont Avenue, Suite 1100
Bala Cynwyd, PA 19004

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, in the event of any mail disruption by virtue 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 facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

33. 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.

34. 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.

35. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

36. 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.

37. 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.

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

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

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

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

42. This Agreement shall be recorded in the public records of Broward County, Florida with Hotwire to pay the full cost thereof.

43. District shall not interfere with the Facilities or knowingly permit any third party to interfere with the Facilities.

44. A failure or delay of District to enforce any provisions of the Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

45. Hotwire shall reimburse District and pay for any and all reasonable costs incurred by District incidental to the preparation of this Agreement and entering into or enforcing the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorney's fees, recording costs and any other necessary expenses.

46. Notwithstanding any of the foregoing, the District has the right to approve other uses within the LMEs and to issue permits for other uses within the LMEs. Section 9 of the District's Criteria Manual shall apply hereto.

47. This Agreement is non-exclusive and is for the non-exclusive right of Hotwire to use the LMEs as stated herein and for no other uses.

48. Notwithstanding any other provision in this Agreement, Hotwire's right to utilize the LMEs as stated herein shall be subject to the Association's agreement with Hotwire or if Hotwire is no longer authorized by any applicable governmental authority to provide communication services, this Agreement shall terminate except that Hotwire shall continue to be responsible for any and all expenses which have been and which may be incurred as a result of the Communication System facilities being placed within the LMEs.

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

Signed, sealed and delivered
in the presence of:

"District" (SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Attest:

Witness Signature

Robert E. Goggin, IV, Secretary

Witness Printed Name

STATE OF FLORIDA)

)§

COUNTY OF BROWARD) The foregoing Agreement was acknowledged before me this ____ day
of _____, 2014 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 _____, 2014.

(NOTARY SEAL OR STAMP)

↓

Notary Public

"Hotwire"
HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania
Limited Partnership

Witness Signature ↑

Witness Printed Name ↑

Witness Signature ↑

Witness Printed Name ↑

By: _____
Kristen Johnson, General Partner

STATE OF _____)

) §

COUNTY OF _____)

The foregoing Agreement was acknowledged before me this __ day of _____, 2014 by **Kristen Johnson** as General Partner of HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania limited partnership, as Hotwire, who is personally known to me or has produced _____ as identification.

Witness my hand and official seal in the county and state last aforesaid this ____ day of _____, 2014.

(NOTARY SEAL OR STAMP)

↓

NOTARY PUBLIC:

EXHIBIT "A" TO HOTWIRE COMMUNICATIONS, LTD AGREEMENT

**LOCATION OF PROPERTY WITHIN PEMBROKE FALLS FOR THE INSTALLATION OF
THE HOTWIRE COMMUNICATION SYSTEM WITHIN THE LAKE MAINTENANCE
EASEMENTS**

EXHIBIT "B" TO HOTWIRE COMMUNICATIONS, LTD AGREEMENT

**DRAWINGS DEPICTING THE HOTWIRE COMMUNICATION SYSTEM WITHIN
PEMBROKE FALLS**

EXHIBIT "C" TO HOTWIRE COMMUNICATIONS, LTD AGREEMENT

**\$50,000 BOND TO COVER ALL HOTWIRE COMMUNICATION SYSTEMS WITHIN
THE JURISDICTIONAL BOUNDARIES OF SBDD**

EXHIBIT "D" TO HOTWIRE COMMUNICATIONS, LTD AGREEMENT

COPY OF HOTWIRE INSURANCE POLICY

Prepared By & Return To:

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

DRAFT NO. **Z**

AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 2014, 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"), HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania Limited Partnership, whose principle address is One Belmont Avenue, Suite 1100, Bala Cynwyd, PA 19004, (hereinafter referred to as "Hotwire").

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 subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Hotwire is a communications company licensed by the State of Florida and is in the business of providing cable TV, internet and other communications services (hereinafter referred to as "Communication Services"); and

WHEREAS, Hotwire is currently providing Communication Services to residents of Pembroke Pines, Florida ~~proposes to provide Communication Services to residents of Pembroke Falls;~~ and

WHEREAS, the Pembroke Falls Homeowners Association (hereinafter referred to as "Association") has contracted with Hotwire to provide bulk communication services to individual homes of Pembroke Falls; and

WHEREAS, Hotwire proposes to install or has installed armored fiber optic distribution cables (the "Communication System") within Lake Maintenance Easements (hereinafter referred to as "LME" or "LMEs") located on the property within the Pembroke Falls Development which is depicted or described on Exhibit "A", attached hereto; and

WHEREAS, the Association has provided Hotwire with a Grant of Telecommunications Easement (Easement) which provides Hotwire with the right to access and install the Communication Services within the Pembroke Falls development and the LMEs; and

WHEREAS, the Easement has been recorded in the OR Book 50764, Page 1121, Broward County Records, and is incorporated herein in its entirety by reference; and

WHEREAS, Hotwire and Association have **has** notified the underlying property owners of the Exhibit "A" property of the proposed Hotwire Communication System in accordance with applicable law; and

WHEREAS, Hotwire and Association are **is** responsible to ensure that said property owners consent to and have no objection to the construction of the Communication System by Hotwire within the LME's on their property and shall satisfy and address all concerns and obligations associated with said Communication System in accordance with applicable law; and

WHEREAS, prior to accessing or encroaching on any LME, Hotwire shall notify the underlying Property Owner(s) that Hotwire representatives will be installing or making repairs to the Communications System on said property; and

WHEREAS, Hotwire and Association represent **shall acknowledge to the District in writing** that said property owners have no objection to the construction or repairs of the Communication System by Hotwire within the LMEs on their property; and

WHEREAS, the LMEs are dedicated to the District for use by the District to access and maintain adjacent water bodies; and

WHEREAS, at Hotwire's sole cost and expense, Hotwire proposes to install and maintain within the LMEs a state of the art fiber distribution system consisting of armored fiber distribution wiring installed at a minimum depth of twenty-four (24) inches or drop fiber installed in conduit at a minimum depth of twelve (12) inches (~~referred to herein as "Communication System"~~); and

WHEREAS, subject to conditions of this Agreement and as permitted by applicable law, District agrees to convey the right to use the LME's as stated in this Agreement and the District has no objection to Hotwire installing the Communication System as stated herein; and

WHEREAS, it is Hotwire's intention to place the distribution wiring and conduit within a hand dug trench located within the LMEs; and

WHEREAS, the installation of the Communication System will not interfere with or change the lake bank slopes and none of Hotwire's facilities will be permitted or allowed above ground within the LME's; and

WHEREAS, the District ~~has no objection to~~ **agrees to issue a permit to allow** Hotwire **to** installing armored fiber optic cable at a depth of 24 inches or drop fiber installed within a conduit at a minimum depth of 12 inches within the LMEs and no closer than ten (10) feet of the property owners back (lake tract) property line. All trenches will be hand dug, back-filled and compacted and the property, including any sod (grass) within the LMEs will be restored to its original condition. There will not be any heavy equipment placed on or near the LMEs or in, on, within or over any of the adjacent lake tracts; and

~~**WHEREAS,** Hotwire has obtained or will obtain a permit and all necessary approvals from the City of Pembroke Pines, Florida for all Communication Systems placed within the LMEs by Hotwire; and~~

WHEREAS, Hotwire has obtained or will obtain all other Governmental approvals and permits required for placement of the Communication Systems within the LMEs by Hotwire; and

WHEREAS, Hotwire desires a permit from the District for itself, its successors and assigns for the purpose of constructing and maintaining the Communication System within the LMEs; and

WHEREAS, the District shall collect a one-time user fee in the amount of \$500.00 or \$250.00 per linear mile (or fraction thereof) of installation within the LMEs, whichever is greater; and

WHEREAS, a copy of a drawing depicting the Communication System to be constructed within the LMEs is attached hereto as Exhibit "B"; and

WHEREAS, Hotwire acknowledges that the District may at some date in the future utilize the LMEs for maintaining the adjacent lakes or water bodies and that the Communication System constructed by Hotwire within the LMEs may be damaged; and

WHEREAS, Hotwire acknowledges that Hotwire has the sole responsibility to maintain the Communication System constructed within the LMEs and that the District has no obligation to maintain said Communication System; and

WHEREAS, as a condition for approval of Hotwire's request to utilize the LMEs as stated herein, the District requires Hotwire 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 Communication System within the LMEs and District's subsequent use of the LMEs; and

WHEREAS, the District and Hotwire are desirous of entering into an Agreement to provide for approval to permit the installation and maintenance of the Communication System within the LMEs; and

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. District, subject to approval of the Association agrees to allow Hotwire the right and authority to enter upon the LMEs from time to time, at such times as Hotwire shall deem necessary for the construction, installation, maintenance and operation of its Communications System. The Communications System shall be comprised of facilities, on, about and within the LMEs, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for the provision of telephone and cable television services and other Communication Services in, over, across and under the LMEs (the "Facilities"). - Unless specifically authorized by the District in writing, no improvements except as described in this Agreement, may be constructed or placed

within the LME's by Hotwire and plans for any additional improvements by Hotwire must be submitted to and be approved by District prior to construction.

3. All successors to the District and Hotwire shall be bound by this Agreement. However, Hotwire 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.

4. This Agreement shall be effective on June 1, 2014 ("Effective Date").

5. Hotwire agrees that Hotwire shall be responsible for such work as may be necessary to maintain the Communication System in the condition required by the District, and other governmental agencies other than the District, which have jurisdiction over the Communication System.

6. Hotwire agrees that all maintenance of the Communication System within the LMEs shall comply with all requirements and conditions of the District and other applicable laws.

7. District shall retain the right to move Hotwire's equipment and Facilities in the case of an emergency, provided, however, District shall have first made a reasonable attempt to notify Hotwire of the emergency. If Hotwire does not respond to said emergency within a reasonable time period as determined by the nature of the emergency, District shall cooperate with Hotwire to ensure that the relocated equipment is operational and fully compliant with all applicable building, electrical and fire codes. All costs related to this paragraph shall be at Hotwire's expense.

8. Hotwire shall deposit with the District a Maintenance Bond or Letter of Credit (Bond) in the amount of ~~\$10,000~~ \$50,000 to ensure that all work related to the construction, maintenance, operation, restoration, replacement, upgrade, relocation, abandonment, etc. of the Communication System is in strict accordance with the rules, regulations and criterion of the District. Said Bond shall cover any and all work performed by Hotwire within the jurisdictional boundaries of the District and shall remain in place until such time as the District's Board of Commissioners formally approves the release of the Bond. A copy of the Bond is attached hereto as Exhibit "C". ~~which will remain in place for a minimum period of one year after completion of all construction activities and until the District has approved all required restoration work.~~

9. In the event any portion of the LME area is vacated by the District, this Agreement shall terminate and be of no force or effect as to said areas. Notwithstanding the foregoing, Hotwire shall remain liable for all damages and expenses which are the result of Hotwire's work within the vacated LME area and Hotwire shall notify the affected property owner(s).

10. At any time after the District has utilized the LMEs, Hotwire shall reconstruct and restore the Communication System to its previous condition, said reconstruction and restoration shall be at the cost of Hotwire and all construction shall be in accordance with all District rules, criteria and regulations. In addition, Hotwire shall submit as-built drawings to the District for the reconstructed and restored Communication System within the LMEs which must be approved by the District.

11. Hotwire shall maintain General Liability Insurance, Auto Insurance and Worker's Comp Insurance which indemnifies the District and which names the District as additional insured under the policy. District agrees that District shall first direct its claim against the insurance which is provided, however, in the event said insurance is not in place or is insufficient to cover all claims of the District, the District may proceed directly against Hotwire pursuant to the indemnification provisions in this Agreement. Hotwire further agrees that Hotwire will, upon request provide District with copies of all applicable insurance policies pursuant to this paragraph and that District shall be a named insured. Hotwire shall provide copies of such insurance policies to District upon thirty (30) days written notice. District shall be given notification in writing from the insurance company of any changes in the status of the insurance obtained by Hotwire at least thirty (30) days prior to the effective date of said change in status and also at least thirty (30) days prior to cancellation of said insurance. A copy of Hotwire's insurance policy is attached hereto as Exhibit "D".

12. In the event Hotwire fails to commence reconstruction or restoration of the Communication System within the LMEs within thirty (30) days after receiving notification from the District and complete same within sixty (60) days of said notification, the District may provide for such maintenance of the LMEs as is necessary at the cost of the District, which cost shall be reimbursed to the District by Hotwire in accordance with this Agreement. However, nothing stated in this Agreement shall obligate the District to restore any of the Communication System constructed within the LMEs or any restoration associated therewith.

13. Hotwire hereby agrees for itself, and its successors, assigns, and heirs, with respect to the Communication System which is constructed within the LMEs to indemnify the District and hold District harmless from any claims, losses, damages or expenses, arising out of the construction and maintenance of the Communication System within the LMEs and also for any and all claims, losses, damages or expenses, arising out of the damage or obstruction of the Communication System by the District as a result of the maintenance activities of the District conducted pursuant to this Agreement.

14. This indemnification includes but is not limited to any and all personal injuries which may be suffered 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 Communication System within the LME's.

15. Hotwire, 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 such claims, demands, costs or judgments and further agrees to take over and defend any such 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. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that

may be accorded District by virtue of Section 768.28 Florida Statutes, as amended, or any subsequently enacted similar law.

16. Hotwire, its successors and assigns agree that they shall comply with all District rules, regulations and criteria and hold the District harmless for any violations of same, in the event of any loss or damage suffered by the District.

17. Hotwire acknowledges that District has no obligation or responsibility regarding any of the construction associated with the Communication System and that any damage which may be caused to the Communication System shall be repaired by Hotwire. Hotwire further acknowledges that the District shall have no obligation to repair or be responsible for any damage which may be caused to the Communication System by the District or any other party.

18. This Agreement does not and is not intended to release third parties from any damage that third parties may cause to the Communication System.

19. Hotwire shall provide to District as-built drawings of the Communication System including appurtenances and fixtures associated therewith; provided that such as-built drawings shall include the location of the Communication System at such intervals as determined necessary by the District along the LMEs and lake boundary. As-built drawings prepared for Hotwire which are approved by the District shall satisfy this requirement.

20. Hotwire, its successors, assigns and heirs agree that during construction and maintenance of the Communication System and reconstruction and restoration of the Communication System within the LMEs, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake and adjacent drainage systems as a result of said construction, maintenance and restoration. In addition, Hotwire, its successors, assigns and heirs agree to be responsible for and reimburse District for all expenses arising out of damage to the adjacent lakes and LMEs and the adjacent drainage systems.

21. Hotwire agrees to maintain the Communication System constructed within the LMEs and to fully and completely indemnify and hold harmless the District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property, personal property of District or to any person or entity due to any act or omission of Hotwire, its employees, subcontractors, designees or agents and its successors, assigns or heirs in or on the LMEs.

22. Notwithstanding any other provision of this Agreement, if an emergency condition or situation arises which requires District's immediate use of the LMEs, as solely determined by the District, Hotwire and Association acknowledge that District may proceed with such work as is necessary within the LMEs to alleviate said emergency condition or situation without being liable to Hotwire and Association for any damage which may occur to the Communication System including, but not limited to, loss of Communications Services by Hotwire's subscribers, credits for outages, or any other interruption to

Hotwire's services. In this event, District agrees to make a reasonable effort to contact Hotwire and Association to give Hotwire and Association the opportunity to protect the Communication System or assist District in the work necessary to alleviate said emergency condition or situation. All costs related to this paragraph shall be at Hotwire's expense.

23. Hotwire agrees that Hotwire will keep the adjacent lake area and the LME's clear of any debris associated with the construction, maintenance or use of the Communication System.

24. Hotwire agrees to install and maintain signs at a maximum of one hundred foot (100') intervals within the LMEs, said signs stating that "THERE IS AN UNDERGROUND CABLE/COMMUNICATION SYSTEM LOCATED WITHIN THE TWENTY FOOT LAKE MAINTENANCE EASEMENT ADJACENT TO THE LAKE. CONTACT HOTWIRE COMMUNICATIONS AT _____ TO DETERMINE THE LOCATION OF SAID SYSTEM". The proposed signs must be in accordance with applicable laws and be approved by District prior to installation and can be installed on any fence which traverses the LME's. The requirements under this paragraph can be modified as agreed to by the parties. All costs related to this paragraph shall be at Hotwire's expense.

25. If the future orderly or natural re-development of the LME area physically conflicts with the location of the Facilities, Hotwire shall, within ninety (90) days after receipt of written request from District, relocate the Facilities to another mutually agreed upon area within the LME, provided such relocation is physically possible within the LME. Hotwire shall pay the full cost of the relocation and upon relocation of the Facilities, the LME area granted herein shall be deemed abandoned as to only that portion of LME area formerly occupied by the Facilities.

26. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnifications contained in this Agreement and in reconstructing or restoring the LME's, the lake bank or the adjacent water body property shall be paid to District by Hotwire, its successors, assigns and heirs within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon all Association 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.

27. Hotwire, by signing this Agreement, acknowledges that District is only permitting occupancy of the LME's by the Communication System and that District has not reviewed and will not review, acknowledge, or comment on the structural integrity or sufficiency of the Communication System.

28. Hotwire further acknowledges that the Communication System has been or will be constructed in substantial compliance with the drawings depicted in Exhibit "B".

29. To the extent that Hotwire is determined to be the cause of any damage to adjacent properties as a result of construction, maintenance or repair of the Communication System, Hotwire agrees to take responsibility for such damage, without waiving any defenses or admitting any liability thereto or absolving any of Hotwire's contractors or subcontractors or third parties from liability for their own actions.

30. Hotwire hereby undertakes 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 caused by the District, its agents or employees, to the Communication System, 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, Hotwire and District acknowledge that:

A. After receipt of notification of a claim or action against the District, the District shall notify Hotwire 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. Hotwire agrees to 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 Hotwire may employ attorneys of its own selection to appear and defend the claim or action on behalf of the District at the expense of Hotwire. Hotwire 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 Hotwire shall not be required to obtain District's approval of a settlement involving only the payment of money by Hotwire 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; and

31. Notwithstanding any provision stated herein, should Hotwire violate any terms or requirements of this Agreement, upon sixty (60) days written notice from the District to correct said violation and Hotwire fails to correct said violation, Hotwire shall remove the Communication System placed within the LMEs within an additional sixty (60) days following the sixty (60) day notice. Should Hotwire fail to correct said violation and also fail to remove the Communication System within the LMEs, the District is hereby authorized to remove the Communication System within the LMEs, Hotwire shall reimburse District for all costs incurred by District in removing the said Communication System within the LMEs, and District may terminate this Agreement. These costs shall include, but not be limited to reasonable attorney's fees and legal expenses incurred by the District.

32. 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
email: kevin@sbdd.org

with copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard
Ft. Lauderdale, Florida 33301
email: bell8526@bellsouth.net

As to Hotwire:

HOTWIRE COMMUNICATIONS, LTD.
One Belmont Avenue, Suite 1100
Bala Cynwyd, PA 19004

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, in the event of any mail disruption by virtue 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 facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

33. 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.

34. 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.

35. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

36. 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.

37. 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.

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

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

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

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

42. This Agreement shall be recorded in the public records of Broward County, Florida with Hotwire to pay the full cost thereof.

43. ~~Grantor~~ District shall not interfere with the Facilities or knowingly permit any third party to interfere with the Facilities.

44. A failure or delay of District to enforce any provisions of the Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

45. Hotwire shall reimburse District and pay for any and all reasonable costs incurred by District incidental to the preparation of this Agreement and entering into or enforcing the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorney's fees, recording costs and any other necessary expenses.

46. Notwithstanding any of the foregoing, the District has the right to approve other uses within the LMEs and to issue permits for other uses within the LMEs. Section 9 of the District's Criteria Manual shall apply hereto.

47. This Agreement is non-exclusive and is for the non-exclusive right of Hotwire to use the LMEs as stated herein and for no other uses.

48. Notwithstanding any other provision in this Agreement, Hotwire's right to utilize the LMEs as stated herein shall be subject to the Association's agreement with Hotwire or if Hotwire is no longer authorized by any applicable governmental authority to provide communication services, this Agreement shall terminate except that Hotwire shall continue to be responsible for any and all expenses which have been and which may be incurred as a result of the Communication System facilities being placed within the LMEs.

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

Signed, sealed and delivered
in the presence of:

"District" (SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Attest:

Witness Signature

Robert E. Goggin, IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2014 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 _____, 2014.

(NOTARY SEAL OR STAMP)



Notary Public

"Hotwire"
HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania
Limited Partnership

Witness Signature ↑

Witness Printed Name ↑

Witness Signature ↑

Witness Printed Name ↑

By: _____
Kristen Johnson, General Partner

STATE OF _____)

) §

COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2014 by **Kristen Johnson** as General Partner of HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania limited partnership, as Hotwire, who is personally known to me or has produced _____ as identification.

Witness my hand and official seal in the county and state last aforesaid this ___ day of _____, 2014.

(NOTARY SEAL OR STAMP)

↓

NOTARY PUBLIC:

FISCAL CALENDAR FOR 2013

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Holidays and Observances:

Nov 5 Election Day
 Nov 11 Veteran's Day
 Nov 28 First Day of Hanukah

Nov 28 Thanksgiving
 Nov 29 Day After Thanksgiving
 Dec 25 Christmas Day

FISCAL CALENDAR FOR 2014

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													

Holidays and Observances:

Jan 1 New Year's Day
 Jan 20 Martin Luther King Day
 Feb 17 President's Day
 Apr 15 Passover
 Apr 18 Good Friday

May 26 Memorial Day
 Jul 4 Independence Day
 Sep 1 Labor Day
 Sep 25 Rosh Hashanah
 Oct 4 Yom Kippur