

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

JUNE 30, 2016

Present:

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

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

Absent:

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

Chair Hodges called the SBDD Board Meeting to order at 8:05 A.M.; with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Mersinger, Commissioner Goggin, and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the May 26, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and it was carried unanimously.

04. DIRECTOR'S REPORT

A. CONTRACT AWARDS:

1. SBDD DISASTER DEBRIS MONITORING SERVICES

District Director Hart stated that SBDD advertised for bids for Disaster Debris Monitoring Services. The District received a total of two (2) bids. The bid is for monitoring of post-storm disaster recovery work performed by SBDD Contractors following a declared Disaster/State of Emergency in accordance with FEMA and State of Florida requirements and includes a series of hourly rates for personnel. The bid documents allow the District to award multiple contracts.

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

- True North Emergency Management
- Hazen & Sawyer

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

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

District Director Hart requested approval to award contracts for the Disaster Debris Monitoring Services to the both Consultants listed above.

Commissioner Minnaugh moved for approval of the contract for the Disaster Debris Monitoring Services to True North Emergency Management and Hazen & Sawyer as recommended by the District Director. Motion was seconded by Commissioner Goggin.

In discussion, Commissioner Minnaugh asked if the contracts that are being reviewed for consideration were updated contracts or new contracts. District Director Hart replied that they are new contracts. He said that once the contracts are approved by the Board, the District will replace the existing contracts with new contracts, and Attorney Bell will review them as well.

Commissioner Minnaugh commented that when the big storm hit back in 2005, even though the District had contracts, other agencies would offer the contractors more money, and the contractors would bail out and go take more money; and now you're sitting there asking what do we do now; but most of this cost will be reimbursable under FEMA.

District Director Hart indicated that the Debris Monitoring contractor will not actually do any construction work; they will be monitoring and recording the number of trucks, volume of fill, etc., and making sure that the contractors are following proper procedures, and that the paperwork is in order to get the reimbursement that the District would request from FEMA.

Commissioner Goggin wanted clarification on what "E-Ticket Unit" means. District Director Hart clarified that those are forms that would be used for documentation purposes. He said that the District has their own forms that they have prepared, and he does not believe that other forms will be needed. Commissioner Goggin also wanted clarification of "Use of Vehicle", listed under reimbursable expenses. District Director Hart clarified that this is if the contractor were using a vehicle and they wanted to get reimbursed for mileage or travel time. He said that he does not see where SBDD would be approving that under this contract.

Commissioner Mersinger commented that she understood that True North Emergency Management has the same personnel, but has changed their name. District Director Hart replied yes. Commissioner Mersinger stated that if in any way, the District finds that the name change was for a reason that is not conducive to our doing business with them, can the District cancel the contract. District Director Hart replied yes; the District has a right to cancel the contract. He said that the name change was done as part of a merger and consolidation.

Chair Hodges asked what the term of the contract was. District Director Hart replied that the term is two years with a right to renew for two additional years.

The question was called and it was carried unanimously.

2. SBDD 70-HOUR POST STORM DEBRIS/TREE REMOVAL SERVICES

District Director Hart stated that SBDD advertised for bids for 70 Hour Post Storm Debris/Tree Removal Services and received a total of four (4) bids. The bid is for work to be performed during the first 70 hours following a declared Disaster/State of Emergency and includes a series of hourly rates for equipment and personnel; and as with the Monitoring Service Contract, in accordance with FEMA and State of Florida requirements. The bid documents allow the District to award multiple contracts.

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

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

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

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

District Director Hart requested approval to award contracts for the 70 Hour Post Storm Debris/Tree Removal Services to the four (4) Contractors listed above.

Commissioner Minnaugh moved for approval to award the contract for the 70-Hr. Post Storm Debris/Tree Removal Services to Custom Tree Care, Inc., Ceres Environmental Services, Inc., T.F.R. Enterprises, Inc. and Weekley Asphalt Paving, Inc. as recommended by the District Director. Motion was seconded by Commissioner Goggin and it was carried unanimously.

Commissioner Good joined the meeting at approximately 8:18 a.m.

3. SBDD 70-HOUR POST STORM VAC TRUCK/DREDGER SERVICES

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

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

- Shenandoah General Construction Company
- Industrial Divers Corp.

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

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

District Director Hart requested approval to award contracts for the 70 Hour Post Storm Vac Truck/Dredger Services to the two (2) Contractors listed above.

Commissioner Minnaugh moved for approval to award SBDD 70 Hour Post Storm Vac Truck/Dredger Services to Shenandoah General Construction Company, and to Industrial Divers Corp. as recommended by the District Director. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

B. RE-INVESTMENT OF DISTRICT FUNDS

District Director Hart stated that the following investment funds are scheduled to mature over the next three months:

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

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

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.

District Director Hart requested approval to re-invest the monies that will become available from five CDs scheduled to mature over the next three months by purchasing new 12-month CDs.

Commissioner Minnaugh moved for approval to re-invest the monies that will become available from a maturing CD investment next month by purchasing new 12-month CDs. Motion was seconded by Commissioner Mersinger.

Vice Chair Ryan asked what was done with the interest. Commissioner Minnaugh replied that the interest goes back into the General Operating Fund.

The question was called and it was carried unanimously.

C. SBDD RESOLUTION 2016-04 – AGREEMENT WITH VENTURA POINTE HOUSING, LLC TO ALLOW A DRAINAGE OUTFALL CONNECTION TO SBDD’S C-1 CANAL.

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

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

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

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

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

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

There are no financial impacts to this Agenda Item; the proposed Agreement includes provisions for payment of an initial user fee and an annual user fee, and reimbursement of all costs associated with the preparation of the Agreement.

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

Commissioner Goggin moved for approval of Resolution 2016-04 authorizing SBDD to enter into an Agreement with Ventura Pointe Housing, LLC to allow a drainage outfall connection into the District's Canal No. 1. Motion was seconded by Commissioner Mersinger.

Discussion ensued.

Mr. Matthew Novack from Craven Thompson & Associates, and Mr. Ron Roan from Ventura Pointe Housing, LLC, were present to answer any questions.

Commissioner Mersinger asked Mr. Roan if this development will be a gated development with a HOA. Mr. Roan replied that at this point there is no HOA; that it will be a rental community and it will be gated. Commissioner Mersinger commented that a management company will be assuming this development after Venutra Pointe Housing, LLC leaves the development. Mr. Roan said that they will continue to own it, and they will have a management company; but Ventura Pointe Housing LLC will be responsible for paying the annual fees. Commissioner Mersinger said that if at some point they sell, will this transfer to the next person that purchases it. Mr. Roan said yes.

Commissioner Minnaugh asked District Director Hart, if there could be some sort of provision in the resolution that if they decide to sell off all the individual units and make it into some sort of condominium, that it would have to be disclosed that the owners will be paying the user fee individually on their taxes. District Director Hart replied that the recommendation is that the obligation would go to the HOA as opposed to the individual unit owners. He said that staff did not want to go to 200 individuals to try to collect. It was preferable to deal with one entity which would be the successor to the developer (the HOA). Commissioner Minnaugh replied that if that successor decides to sell off the individual units, now you have 206 individual owners; and if they are having financial problems, that association will not pay a thing; and now who does the District collect that annual fee from; and who do they look to for that annual fee.

Commissioner Good agreed with Commissioner Minnaugh. He said that she brings up a good point. He said there is a potential for this to be sold as individual units, because he has seen that happen; and now you have single owners with folio numbers rather than a folio number that covers the whole property. He said that although it says it is a covenant with the land, how does that translate into the many folio numbers that could be generated from that single folio number. Attorney Bell replied that the lien would be on the entire parcel if the District were to lien it. He thinks the District could request the Property Appraiser to place the annual fee on the tax bill. He said a provision may be placed so that the HOA, if one is created, would take over, and then have a second provision that the property owners acknowledge and agree, if applicable, that the individual units would be assessed on the annual tax bill. Chair Hodges asked if they would also be paying taxes to Central Broward Water Control District. Attorney Bell replied yes. Chair Hodges asked if the District also has the ability to tax them. Attorney Bell replied yes; there are lots of overlaps. Commissioner Minnaugh commented that SBDD's taxes are a user fee, and that her concern is that in the event something were to happen, how does the District get their fee. She asked Attorney Bell if there is any way to place a provision in the agreement that they would have to come to us perhaps for approval before there is any sale, transfer, etc. to make sure that the District is protected. Attorney Bell said that he could account for a number of scenarios, and of course what actually happens may be totally different. Commissioner Minnaugh said that she is just looking at protecting the District's interest in the Agreement.

Commissioner Good suggested that this agreement can actually capture what is being recommended by Commissioner Minnaugh, as well as maintaining the convenience of billing. He thinks that the language needs to be referenced such that if the property should ever be sold or broken into different folio numbers, then that charge would be broken down into a prorata format or whatever the appropriate term would be.

Commissioner Minnaugh said that they she presumes that it would also fall under the 5-year recertification like everything else. District Director Hart replied yes. Commissioner Minnaugh said that the language needs to be strong enough so that the District does not get in a similar situation as with some of the present commercial properties. She has concerns with the maintenance part of it. Attorney Bell said that Central Broward Water Control District (CBWCD) also has the 5-year recertification, and they would have to do the 5-year recertification for both Districts. Chair Hodges commented that he also had concerns regarding the maintenance and wanted to know if SBDD is the enforcer or CBWCD. District Director Hart replied both; they will have to go to CBWCD first, but SBDD has the right to go in as well.

Commissioner Minnaugh asked District Director Hart about the structure. She asked what type of structure is it. District Director Hart explained that it will be a concrete structure; a box similar to a typical control structure; below ground with a weir plate between their development and the District's canal. He said that the weir plate will regulate the discharge and it will be accessible; and they will be able to get in, clean it and maintain it. Commissioner Minnaugh asked who will have control of the weir. District Director Hart replied that all parties would have control of it. He said it is a fixed weir and it will be inspected every 5 years, or more. Commissioner Minnaugh asked if the District owns that canal. District Director Hart replied yes, the District owns the canal. Commissioner Minnaugh commented that whatever improvements that they are making, the District is supervising it. District Director Hart said absolutely.

Commissioner Santana-Woodall commented that everyone knows that the canal on University Drive gets dirty; and now there will be 200 units on that canal; and as far as cleaning, is the developer going to have an agreement to maintain the area, or is the District going to watch to see if there is more debris because of this development being there. District Director Hart replied yes, and that Venutra Pointe Housing, LLC, will be doing an agreement with the District for the portion within the District's boundaries. He said that although this is at the very north end of the canal, he believes that this will be a benefit to our canal, because they will be doing some improvements to it; they will be deepening it and reinforcing the banks, etc.; and the discharge rate will be very small.

Commissioner Minnaugh asked what would be the alternative if the District said no to this. Mr. Novak replied that if this outfall was not connected into SBDD's canal, then they would have to go through CBWCD's canal which is 1000 feet north of this site; and it would be an additional cost of approximately \$50,000 to \$100,000. Attorney Bell added that they would also have to get permission of the underlying property owners. Central Broward does not have any easements to connect to its canals.

Commissioner Goggin commented that on the blue prints he sees a lake at the east end of the property, and he asked District Director Hart if this is for a water management, and if it would be through CBWCD. District Director Hart replied yes; they will have their own on-site drainage system, and he referenced to the Board that the property is consistent with SBDD's rules and criteria when it comes to on-site storage and water management. They have the same requirements as far as the lake and storage on the property, and they have done all the calculations to show that the site will be protected for the 10-year/100-year flood events. Commissioner Goggin commented that the property collects a lot of water due to the high elevation of Pasadena Blvd. He said Pasadena Blvd. sits high in that area, so obviously that piece of land to the south side is low. He commented that he is sure that there has been much studying to understand that, and to offset that. District Director Hart agreed, and said that they have shown that there will not be any impacts to surrounding properties as a result to the development. Commissioner Goggin asked if there are any wetlands created around the lake. District Director Hart replied that

CBWCD has a requirement for wetlands, and he deferred to Mr. Novak to answer that question. Mr. Novak replied that there will be a literal shelf which is just a higher bank with landscaping and environmentally friendly plants all around the lake.

Chair Hodges commented that it seems that they are taking on some off-site run-off as well. District Director Hart said that they are doing work on University Drive and Pasadena Blvd, and are extending the existing culvert. Chair Hodges asked if SBDD is taking the run-off from Pasadena Blvd., and has it been taken into account on the pre-post. District Director Hart replied yes; it has been taken into account on the pre-post. Chair Hodges asked on the drainage from Pasadena Blvd., is that only roadway, or is that taking in some off-site properties from the north of Pasadena Blvd. Mr. Novak replied no, that it is only from Pasadena Blvd. and they are also placing in some exfiltration trench along Pasadena Blvd. Chair Hodges asked if they are placing the typical fabric form detail on the headwall. District Director Hart replied yes.

Commissioner Minnaugh asked at what time do they pay the initial fee. District Director replied that he believes it's within 30 days, upon execution of the agreement.

Commissioner Good had concerns that the agreement has no specific reference to not allowing any additional connections to the system. He said that he understands that they have a total discharge volume limit, but he also heard Mr. Novak say that after 25-year storm limit, all bets are off. He said that he is also concerned that in the future there could be someone who comes in and says that they could connect to that system because there could be a localized flooding issue or a localized issue; and that the language has no specific reference to absolutely no additional connections to the system. He also did not see anything regarding Hold Harmless language to protect the District. Commissioner Good also had concerns because there are two Districts involved; what happens in a 5-year recertification, if both Districts have a conflict. Who has superceding authority. He said the agreement does not state who has superceding authority. District Director Hart replied that those same issues come up when you get your initial permits and approvals; you do have to get permits from multiple agencies, and there are some overlaps. He said that there are occasions when you can have approval from one agency and the other agency is more restrictive; and it's a requirement of the developer and applicant that they get all parties to agree on all aspects. He said that at least on the permitting side, if there is a discrepancy, it is up to the applicant to work it out with both agencies; it's their burden to get approval from both. Commissioner Good said that he also knows that when there is a pure conflict, one agency supercedes the other. He said that if there is a conflict then they would have to get both approvals and make a specific reference in the agreement that the 5-year recertification will require both approvals, if that is the way it goes. District Director Hart agreed with Commissioner Good and said they will add language that will specifically state and make reference that they will be required to meet the requirements of both 5-year recertifications.

District Director Hart said they will add the following language in the agreement:

1. No additional connections allowed.
2. Hold Harmless/Indemnification language.
3. Add language on the 5-year recertification and the question of conflict; so that there is no issues.
4. Add language on the future obligation and ability of the District to transfer payment to individual property owners based on folio numbers.

Commissioner Minnaugh had concerns that if the conflict could not be resolved and everyone is frustrated, there will be a lawsuit, and she does not feel that SBDD should pay to defend that

lawsuit because CBWCD and SBDD cannot agree, and the developer has taken the position that they are not going to do anything because you can't make all parties happy. She said someone will file a lawsuit and it could be dragged out for years. She said that the District should not be paying anything for it, and in the agreement and the resolution it should be clear that both have to agree; but it's not always clear that both entities are going to be able to agree. District Director Hart said that he agrees, but he thinks that in the maintenance agreement there is language that speaks to legal fees and reimbursement, but as far as a conflict with South Broward, if the District feels that there is a need or that maintenance needs to be done that is not being done, the District has the right to go in and do the work and then get reimbursed by the property owner for that work. There is a process that is spelled out in the agreement. He deferred to Attorney Bell to elaborate. Attorney Bell said that he thinks there could be language that basically says, "that in the event any litigation regarding any conflict whatsoever, that the property owner will be responsible to reimburse the District for all legal fees incurred in defending"

Commissioner Mersinger commented that she finds that a bit bizarre, because she said you're telling me ahead of time that if she sues you, she will assume the cost even if she wins the lawsuit. Attorney Bell said that would be a conflict between the District and the property owner; and if it's a conflict between the District and the property owner, then usually, the prevailing party wins; but if it's a conflict between Central Broward and South Broward then yes. Commissioner Mersinger said that she's talking about the two governmental agencies, because otherwise it did not make sense to her. Attorney Bell said that the primary purpose of this agreement is the user fee which really does not affect Central Broward at all, and so that's why they are not a party to it. Chair Hodges asked won't the conflict be resolved in the permit. District Director Hart said he would hope so. Attorney Bell said that their main concern is the connection into the canal. Commissioner Minnaugh asked what happens if it becomes a stand-off, can it be dissolved and returned, and no longer in effect. Attorney Bell said that the agreement does not have a provision that it can be cancelled at any time; so it would remain in place and would have to be negotiated.

Commissioner Goggin asked if the weir is in our easement or is it in CBWCD's easement. District Director Hart replied it will be in our easement.

Commissioner Good said that one of the standard protocols for any utilities is to impose a 25% surcharge for connections that are outside of the utility's municipal boundaries; and drainage is considered to be a utility.

District Director Hart said that would be a decision of the Board. He said that their initial look at this was to make sure that if they were using the District's canal, and they would get the benefit of the District's facility, that they would be paying the same rate as any property within the District. That is a common practice within utilities, more so on water and sewer, but if the Board felt that it was appropriate under this circumstance as well, that in addition to paying the same rate that they would pay a surcharge, then they would add that to the agreement. Commissioner Good said that he thinks that they should add it to the agreement.

District Director Hart suggested that the final agreement be brought back. He said that there are now five points that would be added to the agreement for consideration, and he would like to have a consensus from the Board for all five points.

Commissioner Good suggested that a motion be made to table this Agenda Item to the next Board meeting.

Commissioner Minnaugh moved to table Resolution 2016-04 and bring it back with the changes

for approval. Commissioner Good seconded the motion.

District Director Hart said that he will highlight the changes. They are as follows:

1. Add language that would transfer the obligation for the annual user fee to all future property owners based on the Broward County Property Appraisers folio numbers.
2. Add language that specifically says no additional connections shall be allowed to the drainage system.
3. Add Hold Harmless/Indemnification language related to the connection.
4. Add language on the requirement for the 5-year recertification and additional language on any potential conflicts related to the 5-year recertification and require approval from both Central Broward and South Broward as it relates to the 5-year recertification.
5. Add language on reimbursement of any legal fees associated with a conflict between CBWCD and SBDD.
6. Add a 25% surcharge on the user fees per year, based on connections for properties outside of the jurisdictional boundaries of SBDD.

The changes will be made and be forwarded to the developer, and if they are in agreement, it will be brought back before the Board for final approval through Resolution.

The question was called and it was carried unanimously.

D. SCHEDULE TENTATIVE BUDGET AND ASSESSMENT HEARING FOR JULY 28, 2016

Commissioner Minnaugh moved for approval for Tentative Budget and Assessment Hearing for Thursday, July 28th at 8:15 a.m. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

E. UPDATE ON SBDD GARAGE BUILDING EXPANSION PROJECT

District Director Hart updated the Board on the status of the garage building expansion project. He said that both the rezoning and site plan have been approved; and that he has been coordinating with Attorney Bell on the next step, which is to hire an architect to do the design and prepare the bid documents; and based on Attorney Bell's recommendation, SBDD will prepare a procedure for hiring a professional consultant and for hiring professional services. It will be a broad resolution which will deal with not only an architect, but any professional services to establish a procedure on how SBDD would go about hiring a consultant through CCNA; which is the Consultants Competitive Negotiation Act. This is a state statute which regulates and dictates how you can hire professional services; it's not based on fees, but on qualifications. Attorney Bell recommended that the Board should first establish a procedure; and that procedure would be consistent with CCNA and will include a number of scenarios. District Director Hart said that there may be a point in the future where we would like to have a library of consultants.

District Director Hart recommended two staff members and a Board member to be on the Committee. Hopefully this will be done by July, but more towards August. He said that this will set us back a couple of months on the schedule, but there is no urgency, and he is confident that we are going in the right direction; and this way, we will be 100% within the statute.

F. OTHER

None.

05. Attorney Report:

Attorney Bell congratulated Commissioner Minnaugh, and Chair Hodges on their re-election; and wished Commissioner Good good luck on his election.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER'S QUESTIONS/COMMENTS

Commissioner Goggin asked District Director Hart how the piece of property on Flamingo Road in Pembroke Pines is going. District Director Hart said that there has not been any follow-up discussion with the representative who first brought it forward, but the direction from the Commission was to prepare a policy for selling surplus property. He has not done anything since that Board meeting, but he will be bringing a draft policy for selling surplus property to the Board at a future meeting.

08. MEETING DATE(S)

- A. The Next **Regular Board Meeting** will be held on **Thursday, July 28th at 8:00 a.m.** with the **First Public Hearing for Tentative Budget for 2016/2017 Fiscal Year** to be held at **8:15 a.m.**
- B. **Regular Board Meeting** will be held on **Thursday, August 25th at 8:00 a.m.**
- C. The Next **Regular Board Meeting** will be held on **Monday, September 12th at 8:00 a.m.** with the **Final Budget Hearing for 2016/2017 Fiscal Year** to be held at **8:15 a.m.**

Adjournment at 9:27 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

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****MEMORANDUM****

DATE: July 21, 2016

TO: South Broward Drainage District Commissioners

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

Subject: Request to Vacate the Surface Water Management Area Previously Designated on the Property Owned by Gino Reyes and Myriam Masihy

Comments:

The owner of the property located at 4901 SW 195th Terrace, Southwest Ranches, FL 33332 is requesting that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded under OR Book 25161, Pages 714-717, Broward County Records. All properties in the SW Ranches are required to set aside 20% of their property at elevation 5.0' (or an equivalent storage area) as a SWMA.

The property owners, Gino Reyes and Myriam Masihy, will dedicate a new SWMA over the property to comply with the 20% SWMA requirement (see attached sketch).

SBDD staff has reviewed the request and has no objections.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The request is for SBDD to vacate and release its interest in the Surface Water Management Area on the property located at 4901 SW 195th Terrace, Southwest Ranches, FL 33332, as described in the attached "Release and Vacation of Surface Water Management Area Designation" and recorded under OR Book 25161, Pages 714-717, B.C.R. This request is subject to the dedication of a new Surface Water Management Area in accordance with SBDD Criteria.

KH
Attachments



LOCATION MAP

N.T.S



Prepared by: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331

Return to: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio No.: 503936130010

**RELEASE AND VACATION OF
SURFACE-WATER MANAGEMENT AREA DESIGNATION**

THIS RELEASE AND VACATION OF SURFACE-WATER MANAGEMENT AREA DESIGNATION executed this ____ day of _____, 2016, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 Southwest 160 Avenue, Southwest Ranches, Florida, 33331, first party, to GINO REYES and MYRIAM MASHY, his wife, whose post office address is 4901 S.W. 195th Terrace, Southwest Ranches, Florida 33332, their successors and assigns as their interest may appear of record, second party:

(Wherever used herein, the term "first party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first said party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the SURFACE-WATER MANAGEMENT AREA DESIGNATION located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

THE SOUTH 20 FEET; TOGETHER WITH THE NORTH 20 FEET; TOGETHER WITH THE WEST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

TRACT "A" OF MACMURDO ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 160, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

(This is intended to vacate the surface-water management area dedication recorded on July 22, 1996, in the Broward County Public Records OR Book 25161, Pages 714-717.)

The purpose of this Release and Vacation of SURFACE-WATER MANAGEMENT DESIGNATED AREA is to release and vacate the first parties interest in and to the SURFACE-WATER MANAGEMENT DESIGNATED AREA located on second parties property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name †

Witness Signature

ROBERT E. GOGGIN, IV, Secretary

Witness Printed Name †

District Seal:

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this ____ of _____, 2016 Scott Hodges and Robert E. Goggin, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party. They are personally known to me.

WITNESS my hand and official seal in the County and State lat aforesaid this ____ day of _____, 2016.

(NOTARY SEAL & STAMP)

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

SOUTH BROWARD DRAINAGE DISTRICT

(NEW SWMA TO BE DEDICATED)

Prepared by: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331

Return to: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio No.: 503936130010

SURFACE-WATER MANAGEMENT AREA DESIGNATION

THIS SURFACE-WATER MANAGEMENT AREA DESIGNATION is granted this 29th day of June 2016, by **GINO REYES** and **MYRIAM MASIHY**, his wife, whose address is 4901 S.W. 195th Terrace, Southwest Ranches, Florida 33332, hereinafter referred to as "Grantors", to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, located at 6591 Southwest 160 Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH

That the Grantors, for and in consideration of the sum of ten dollars (\$10.00) and other goods and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, do hereby grant and convey to District, its successors and assigns, a perpetual and exclusive SURFACE-WATER MANAGEMENT AREA for the storage and flowage of surface water together with any necessary appurtenances incidental and necessary thereto, over, across and through the following described property of Grantors:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO

of such character and sufficient size as to make a proper and adequate drainage system that District, its successors and assigns may establish.

Together with free ingress, egress and regress across said lands for the purpose of maintaining and repairing the drainage system and appurtenances therein.

The Grantors further acknowledge that the SURFACE-WATER MANAGEMENT AREA shall be used for storage and flowage of storm water, shall not be filled in and shall not be raised to an elevation above normal ground elevation and shall be maintained by the Grantors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

"GRANTORS"

[Signature]
Witness Signature

[Signature]
Grantor Signature

LOUIS OCHOA
Witness Printed Name I

GINO REYES
Grantor Printed Name I

[Signature]
Witness Signature

Reine I. Muniz
Witness Printed Name I

Witness Signature

Grantor Signature

LOUIS OCHOA
Witness Printed Name 1

MYRIAM MASHY
Grantor Printed Name 1

Reina I. Muniz
Witness Signature

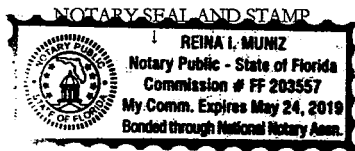
Reina I. Muniz
Witness Printed Name 1

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED
BEFORE ME THIS 29th DAY OF June, 2016, BY GINO REYES
AS GRANTOR WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED Driver's License

(TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS
29th DAY OF June, 2016.



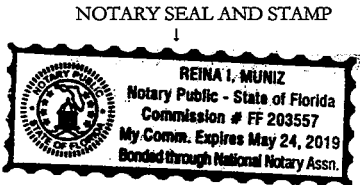
Reina I. Muniz
NOTARY PUBLIC
Reina I. Muniz
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED
BEFORE ME THIS 29th DAY OF June, 2016, BY MYRIAM MASHY
AS GRANTOR WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED Driver's License

(TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS
29th DAY OF June, 2016.



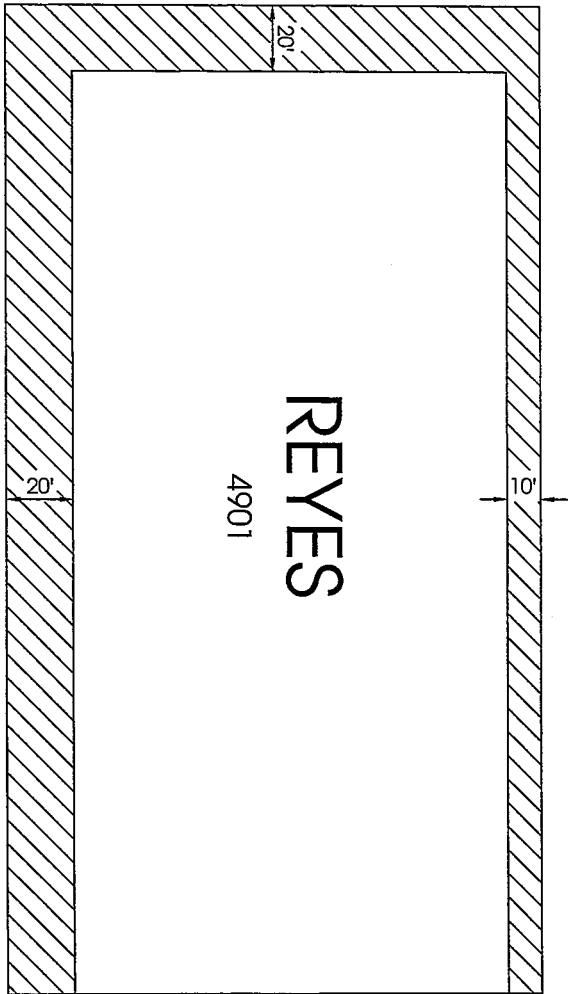
Reina I. Muniz
NOTARY PUBLIC
Reina I. Muniz
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

EXHIBIT "A" TO
SURFACE-WATER MANAGEMENT AREA DESIGNATION

THE SOUTH 20 FEET, TOGETHER WITH THE WEST 20 FEET, TOGETHER
WITH THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

TRACT "A" OF MACMURDO ESTATES, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 160, PAGE 31, OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE. LYING AND BEING IN BROWARD COUNTY, FLORIDA

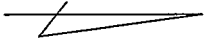


S.W. 195TH TERRACE

 SURFACE-WATER MANAGEMENT AREA TO BE
 MAINTAINED AT ELEVATION 5.50' N.G. V.D. OR LOWER
 (11,465 S.F. PROVIDED)

SCALE = N.T.S.
GINO REYES & MYRIAM MASIHY
 4901 S.W. 195TH TERRACE
 PROP. ID # 5039 3613 0010

THIS DRAWING IS FOR INFORMATIONAL
 PURPOSES ONLY. THIS IS NEITHER A
 SURVEY NOR AN ENGINEERING PLAN.



FILE COPY 96-353626 T#002
07-22-96 09:16AM

Prepared by: DOUGLAS R. BELL, ESQUIRE
RETURN TO: CUMBERLAND BUILDING, SUITE 601
800 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

MacMurdo Estates
"TRACT A"

Folio N°: 0936 13 001

L0936-12

**SURFACE WATER MANAGEMENT DESIGNATION
AND
DECLARATION OF RESTRICTIVE COVENANTS**

THIS Surface Water Management Designation and Declaration of Restrictive Covenants made this 30 day of MAY, 19 96 by Orlando Blanco and Dania Blanco, whose address is 1463 W 83rd St. Hialeah, FL 33014, hereinafter referred to as "Property Owners".

WITNESSETH:

WHEREAS, the Property Owners are the fee title owners of certain lands lying and being in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Property" and which is also known by Broward County Property Appraiser's Folio N° 0936 13 001; and

WHEREAS, the Property Owners seek to place certain restrictions on the proposed development which will conform to the level of service for drainage as required by the Broward County Land Development Code, Chapter 5, Article IX, Broward County Code of Ordinances; and

WHEREAS, Broward County is relying upon this designation and covenant in issuing a development order for the property and the South Broward Drainage District ("District") is relying upon this designation and covenant in representing to Broward County that the proposed development meets Broward County's level of service for drainage; NOW, THEREFORE,

The Property Owners hereby declare that the Property shall hereafter be held, maintained, transferred, sold, conveyed, and owned subject to the following designation and restrictive covenants:

1. RESTRICTIONS.

A. A surface water management area for the storage and flow of surface water to meet Broward County's level of service standards is hereby established, over, across, and through the portion of the property described in Exhibit "B" ("Water Management Area").

B. Property Owners acknowledge that the Property Owners are responsible for maintenance of the entire surface water management area designated by this document and that this area shall be designed, developed, and maintained in accordance with the requirements of the District to ensure that the water management area provides for the retention of surface water to meet the applicable level of service standards.

2. COVENANT RUNNING WITH THE LAND. This Restriction and Declaration shall run with the land described in Exhibits "A" and "B" and shall be binding on all parties and all persons acquiring title to the Property.

3. ENFORCEMENT. Broward County, through its Board of County Commissioners, its successors and assigns, and the South Broward Drainage District are the beneficiaries of this Declaration and Restriction, and as such, either the District or the County, or both, may enforce the terms of this Declaration by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate said terms. Furthermore, violations of this Designation and Restriction shall be contrary to the development permit issued for the development of the Property, and as such, shall constitute a violation of Chapter 5, Article IX, the Broward County Land Development Code, Broward County Code of Ordinances, and may be enforced in any manner that a violation of a county ordinance may be enforced.

4. AMENDMENT. This Designation and Restriction shall be released in part or in whole by the Board of County Commissioners and the District upon a determination that the applicable level of service has been reduced or that the construction of additional drainage facilities reduces the need for on-site surface water management areas.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature 1

Josefina A. Pino
Witness Printed Name 1

[Signature]
Witness Signature 1

Monica Rodriguez
Witness Printed Name 1

"PROPERTY OWNERS"
Orlando Blanco
[Signature]
Dania Blanco
Dania Blanco

BK 25161 PG 0714

4
WCS

[Signature]
Witness Signature 1

Josefina A. Pino
Witness Printed Name 1

[Signature]
Witness Signature 1

Monica Rodriguez
Witness Printed Name 1

Orlando Bianco
[Signature]
Dania Blanco
Dania Blanco

STATE OF FL)
COUNTY OF DADE)§

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county last aforesaid to administer oaths and take acknowledgments, personally appeared ORLANDO, Bianco to me known to be the person described herein and who executed the foregoing instrument as Property Owner and swore to and before me that the facts alleged in the above instrument are true.

WITNESS my hand and official seal in the county and state last aforesaid this 30 day of May, 19 96

[NOTARY SEAL OR STAMP AFFIXED HERE]

OFFICIAL NOTARY SEAL
ALEJANDRO HENRIQUEZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. C232342
MY COMMISSION EXP SEPT 29, 1996

[Signature]
Notary Public:

Alejandro Henriquez
Typed, printed or stamped name of Notary Public

is personally known to me)
 has produced _____ as identification).

STATE OF FL)
COUNTY OF DADE)§

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county last aforesaid to administer oaths and take acknowledgments, personally appeared DANIA BLANCO to me known to be the person described herein and who executed the foregoing instrument as Property Owner and swore to and before me that the facts alleged in the above instrument are true.

WITNESS my hand and official seal in the county and state last aforesaid this 30 day of May, 19 96

[NOTARY SEAL OR STAMP AFFIXED HERE]

OFFICIAL NOTARY SEAL
ALEJANDRO HENRIQUEZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. C232342
MY COMMISSION EXP SEPT 29, 1996

[Signature]
Notary Public:

Alejandro Henriquez
Typed, printed or stamped name of Notary Public

is personally known to me)
 has produced _____ as identification).

BK 25161 PG 0715

EXHIBIT "A"
[LEGAL DESCRIPTION OF PROPERTY BEING DEVELOPED]

LEGAL DESCRIPTION: Tract "A" of MACMURDO ESTATES, according to the plat thereof as recorded in Plat thereof as recorded in Plat Book 160, Page 31 of the public records of Broward county, Florida. Said lying situate and being in Broward county, Florida.

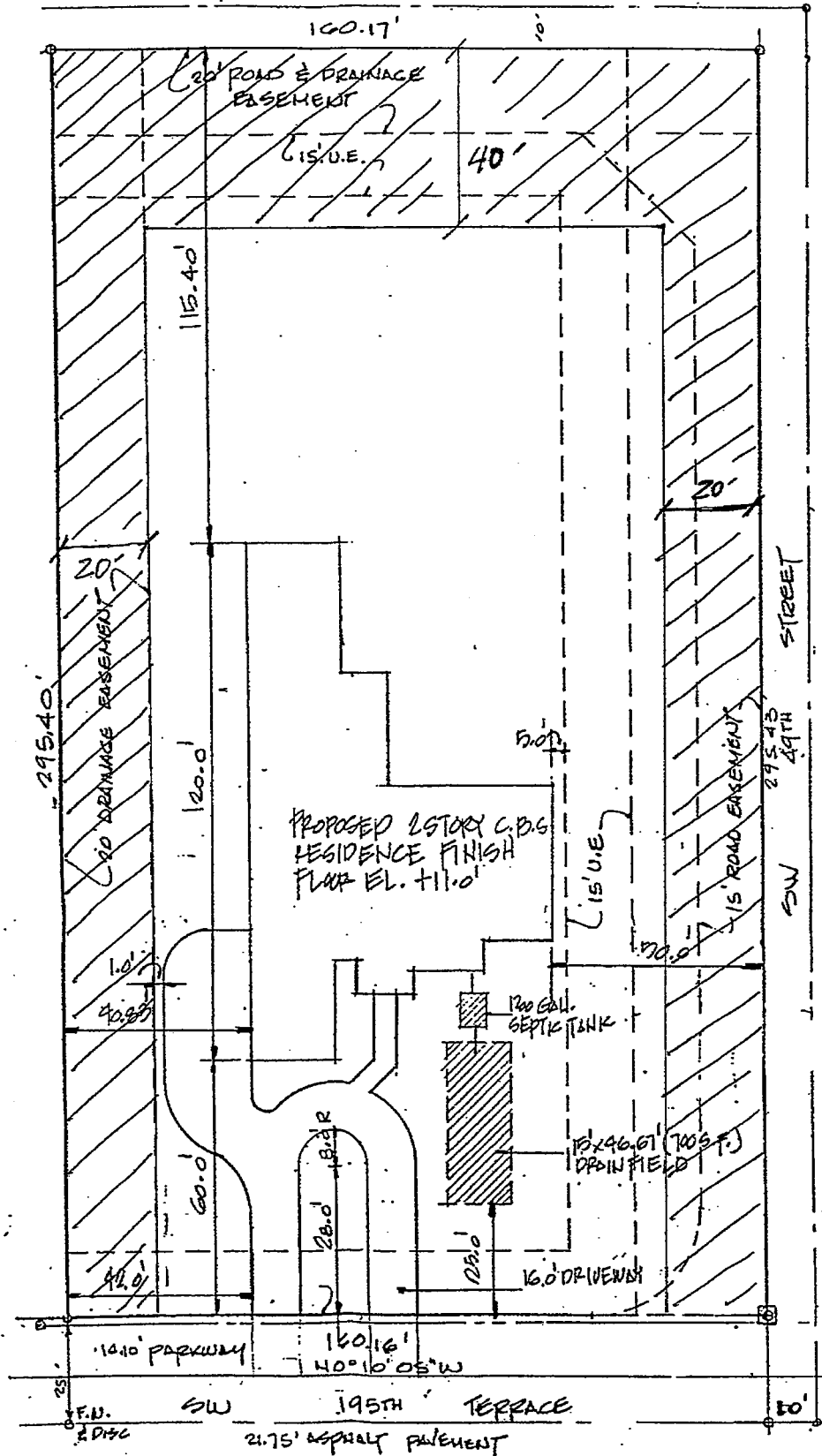
SAID LANDS LYING, BEING AND SITUATE IN BROWARD COUNTY,
FLORIDA.

BK 25161 PG 07161

EXHIBIT "B"
[LEGAL DESCRIPTION OF SURFACE WATER MANAGEMENT AREA]

AS SHOWN ON ATTACHED SKETCH, THE SOUTH 20 FEET, THE NORTH 20 FEET, AND THE WEST 40 FEET OF THE ABOVE DESCRIBED PROPERTY.

SW 194th AVE NORTH
 S0°10'23"E



BK 25161 PG 0717

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

EXHIBIT "B"

PLOT PLAN 1:30

WATER MANAGEMENT AREA

Denotes Water Mgt. Area.

MEMORANDUM

DATE: July 21, 2016

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2016-04 – Authorize South Broward Drainage District to Enter into an Agreement with Ventura Pointe Housing, LLC to Allow a Drainage Outfall Connection into the District’s Canal No. 1

Comments:

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

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

This item was discussed at the June 2016 Board meeting and was tabled. The proposed Agreement has been revised based on the Board’s comments as follows:

- Added language that will transfer the obligation for the annual user fee to all future property owners based on the Broward County Property Appraisers folio numbers.
- Added language that specifically says no additional connections shall be allowed to the drainage system.
- Added Hold Harmless/Indemnification language related to the connection.
- Added language on the requirement for the 5-year recertification from both SBDD and Central Broward Water Control District (CBWCD).
- Add language on the reimbursement of any legal fees associated with a conflict between CBWCD and SBDD.
- Added a 25% surcharge on the user fees per year, based on connections for properties outside of the jurisdictional boundaries of SBDD.

The following provisions from the original draft Agreement remain in place:

- The water management and drainage plan for the Project will include a minimum of 15% water management area which is consistent with the District’s requirements and criteria for its S-1 Drainage Basin.
- The discharge from the proposed drainage outfall connection from the Project into the District’s Canal No. 1 will be limited to the allowable discharge rate as stipulated in the rules and criteria of CBWCD and the South Florida Water Management District (SFWMD).
- Developer will construct a Control Structure which shall limit and control the stormwater discharge from the Project into the District’s Canal No. 1 in accordance with CBWCD and SFWMD rules and criteria.

- Developer has demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to the District's S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District's Canal No. 1.
- Developer has also demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to any downstream property as a result of the design discharge rates from the Subject Property into the District's Canal No. 1.
- District shall collect an initial user fee and an annual user fee for the outfall connection from the Subject Property into the District's Canal No. 1.
- The amount of user fees will be equivalent to \$21.50 per residential unit or a total of \$4,429.00.
- The District reserves the right to adjust the annual user fee to match its annual assessment rate for Multi-Family Residential Units.
- Developer shall obtain permits from the District, SFWMD, and CBWCD for the proposed drainage improvements on Subject Property and within the C-1 Canal Right-of-Way.
- Developer shall be responsible to comply with all local, state and federal regulatory requirements for water quality associated with the development of the Subject Property and the C-1 Canal Right-of-Way, including those regulatory requirements that are in place now or that are instituted in the future.
- Provide the District with as-built drawings of the drainage improvements on the Subject Property and within the District's C-1 Canal Right-of-Way upon the completion of construction.
- Maintain the drainage improvements on the Subject Property and within the C-1 Canal Right-of-Way, including, but not limited to the Control Structure.
- Pay for all costs associated with the Agreement.
- Allow the District to utilize any engineering document, report, calculation, modeling data, etc. prepared as part of this Agreement for any purpose as deemed appropriate by the District, and at no cost to the District.
- The District and Developer agree that the initial user fee and all subsequent annual user fees shall be retained by the District and shall be used by the District in whatever way deemed necessary or appropriate by the District in the District's sole discretion.
- That the District will issue an Invoice to Developer on or about October 1st of each year and payment will be due on November 1st
- In the event payment of the user fee, or payment of any other cost incurred by the District in association with the Agreement, is not received by District within thirty (30) days of its due date, then the District shall be entitled to file a lien in the Broward County Public Records.
- All successors to Developer shall be bound by this Agreement.

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

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

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

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION No. 2016-04**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH VENTURA POINTE HOUSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, REGARDING THE CONNECTION OF A DRAINAGE OUTFALL INTO THE DISTRICT'S CANAL NO. 1; PROVIDING FOR PAYMENT TO THE DISTRICT OF AN INITIAL USER FEE AND AN ANNUAL USER FEE BY VENTURA POINTE HOUSING, LLC, ITS SUCCESSORS AND ASSIGNS, FOR SAID DRAINAGE OUTFALL CONNECTION; PROVIDING FOR A TWENTY FIVE PERCENT (25%) SURCHARGE ON THE USER FEES; PROVIDING FOR VENTURA POINTE HOUSING, LLC INDEMNIFYING AND HOLDING THE SOUTH BROWARD DRAINAGE DISTRICT HARMLESS FROM ANY DAMAGE TO THE DRAINAGE OUTFALL CONNECTION, THE DISTRICT'S CANAL NUMBER NO. 1 AND THE VENTURA POINTE HOUSING, LLC PROPERTY AND DRAINAGE SYSTEM WHICH IS SUBJECT TO THE AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the District's Canal No. 1 is located within the Canal No. 1 Right-of-Way; and

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

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

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

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

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

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

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

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

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

WHEREAS, Developer has also demonstrated through stormwater modeling and engineering calculations that there will be no expected adverse impacts to any downstream property as a result of the design discharge rates from the Subject Property

into the District's Canal No. 1; and

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

WHEREAS, since the Subject Property is located outside the geographical limits of the District, the initial user fee and the annual user fee will be subject to a twenty-five percent (25%) surcharge; and

WHEREAS, the initial user fee and the annual user fee, subject to the surcharge, shall be calculated, adjusted and paid as stated in the Agreement; and

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

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

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

WHEREAS, under the Agreement, the initial user fee will be due within ten days after Agreement has been fully executed, and beginning in 2017, the District will issue an Invoice for the annual user fee to Developer on or about October 1st of each year and payment will be due on November 1st; and

WHEREAS, the Agreement provides for payment of the annual user fees by individual property owners in the event the portions of the Subject property are sold/transferred to multiple property owners; and

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

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

WHEREAS, under the Agreement, District and Developer agree that the District

reserves the right to adjust the annual user fee to match its annual assessment rate for Multi-Family Residential Units or such other use that the Subject Property is used for; and

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

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

WHEREAS, a public meeting was held on the 28th day of July, 2016 at 8:00 AM at the offices of the South Broward Drainage District located at 6591 SW 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreement and authorizing the District to enter into the proposed Agreement;

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

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

2. The Agreement between the District and Developer is approved.

3. The District's attorney and District Director are authorized and directed to submit the Agreement to the Developer for approval and execution.

4. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto and reproduced thereof.

5. Upon full execution of the Agreement, the District's attorney and District Director are authorized and directed to record the Agreement in the Broward County Public Records.

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

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

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

ADOPTED AND DATED the _____ day of _____, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution No. 2016-04 was acknowledged before me this _____ day of _____, 2016 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

July 18, 2016

Prepared by: DOUGLAS R. BELL, ESQUIRE

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

FOLIO NO. 514110140010

Agreement
(VENTURA POINTE)

THIS AGREEMENT for construction of Drainage Improvements in the South Broward Drainage District S-1 Drainage Basin is made this _____ day of _____, 2016, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District" and VENTURA POINTE HOUSING, LLC, a Florida Limited Liability Company, whose address is 5604 PGA Boulevard, Suite 109, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Developer").

WITNESSETH:

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

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

SEE EXHIBIT "A" ATTACHED HERETO; and

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

WHEREAS, the District's Canal No. 1 is located within the District's Canal No. 1 Right-of-Way; and

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

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

local, CBWCD and District criteria; and

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

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

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

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

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

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

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

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

WHEREAS, since the Subject Property is located outside of the limits of the District, the initial user fee and annual user fee will be subject to a twenty five percent (25%) surcharge; and

WHEREAS, as a condition for approval of Developer's request to utilize the Canal No. 1 Right-of-Way and Canal No. 1 as stated herein, the District requires Developer, 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 drainage outfall connection within the Canal No. 1 Right-of-Way and Developer's subsequent use of the Right-of-Way; and

WHEREAS, the District and Developer are desirous of entering into an agreement to provide for approval to permit the construction and maintenance of the drainage outfall connection within the Canal No. 1 Right-of-Way; and

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

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

(2) As part of this Agreement, the Developer, its successors and assigns agree to the following items:

(a) All successors to Developer shall be bound by this Agreement. However,

Developer shall not assign this Agreement to a successor without the written approval of the District Board of Commissioners and any purported assignment without said written approval will be null and void and of no force or effect.

(b) This Agreement shall be effective on August 1, 2016 ("Effective Date").

(c) Deliver to the District, within ten (10) calendar days after this Agreement is fully executed, an initial user fee in an amount equivalent to \$21.50 per residential unit plus a 25% surcharge for a total of \$5,536.25.

(d) Deliver to the District an annual user fee in an amount equivalent to \$21.50 per residential unit plus a 25% surcharge or \$5,536.25, which shall be due on November 1, 2017 and on November 1st of each subsequent year for as long as the drainage outfall connection from the Subject Property to the District's Canal No. 1 remains in place and operational.

(e) Developer has provided engineering calculations and stormwater modeling results confirming that there will be no expected adverse impacts to the District's S-1 Drainage Basin as a result of the design discharge rates from the Subject Property into the District's Canal No. 1. The District has reviewed and accepted these calculations.

(f) Developer's engineers have updated the District's S-1 Drainage Basin ICPR stormwater model and have confirmed that there is no expected adverse impact to drainage and stormwater management within the S-1 Drainage Basin due to the drainage outfall connection from the Subject Property. The District has reviewed and accepted these modeling results. Developer's engineer shall provide the District with both hard copies and electronic copies of the S-1 Drainage Basin ICPR model update for incorporation into any future updates to the District's Facilities Report.

(g) Developer will design the Subject Property to provide a minimum of 15% on-site water management area for the storage, conveyance, attenuation and treatment of stormwaters in accordance with CBWCD and SFWMD rules and criteria.

(h) Developer will construct a Control Structure a/k/a drainage outfall connection which shall limit and control the stormwater discharge from the Subject Property into the District's Canal No. 1 in accordance with CBWCD and SFWMD rules and criteria.

(i) Developer shall obtain permits from the District, SFWMD, and CBWCD for the proposed drainage improvements on Subject Property and within the District's Canal No. 1 Right-of-Way.

(j) Developer shall be responsible to comply with all local, state and federal regulatory requirements for water quality associated with the development of the Subject Property and the District's Canal No. 1 Right-of-Way, including those regulatory requirements that are in place now or that are instituted in the future. Specifically, but not exclusively, Developer shall meet all regulatory requirements for nutrient discharge, Best Management Practices (BMPs), and for the National Pollutant Discharge Elimination System (NPDES) Stormwater Program.

(k) Provide the District with as-built drawings of the drainage improvements on the Subject Property and within the District's Canal No. 1 Right-of-Way upon the completion of construction.

(l) Maintain the drainage improvements on the Subject Property and within the District's Canal No. 1 Right-of-Way, including, but not limited to the Control Structure.

(m) No additional drainage connections to the Subject Property drainage system shall be allowed or permitted.

(n) Comply with both the CBWCD's and the District's 5 year recertification programs which require all drainage facilities and structures to be inspected and certified every 5 years following acceptance of the drainage facilities by the CBWCD and the District.

(o) Pay for all costs of providing the foregoing items.

(p) Allow the District to utilize any engineering document, report, calculation, modeling data, etc. prepared as part of this Agreement for any purpose as deemed appropriate by the District, and at no cost to the District.

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

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

(b) That the District will issue an Invoice to Developer on or about October 1st of each year and payment will be due on November 1st.

(4) The District and Developer agree that the initial user fee and all subsequent annual user fees shall be retained by the District and shall be used by the District in whatever way deemed necessary or appropriate by the District in the District's sole discretion.

(5) The District and Developer agree that the District reserves the right to adjust the annual user fee as agreed to in Paragraph 2(d) of this Agreement to match its annual assessment rate for Multi-Family Residential Units or such other use that the Subject Property is being used for.

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

(7) It is the intent of this Agreement that the Developer or its successors and assigns shall pay the initial user fee and the annual user fee in a lump sum payment for the entire amount of said user fee.

(8) It is the further intent of this Agreement that in the event the management of Subject Property is turned over to a property owners' association or management company, that said property owners' association or the management company shall pay the user fees.

(9) In the event the Subject Property is sold or conveyed to multiple property owners, it is the further intent that each property owner shall pay their prorata portion of the annual user fee based on the

Broward County Property Appraiser's tax identification numbers plus any additional costs incurred by the District to collect same. However, in the alternative, the property owner's association or management company can continue to pay the entire annual user fee.

(10) It is further intended that under the foregoing scenario, the District may issue individual invoices through the Broward County Property Appraiser's office by adding the prorata user fees to the annual tax bill based on the tax identification numbers assigned to the Subject Property for its individual parcels.

(11) In the event the Subject Property is redeveloped or converted to a different use, the annual user fee shall be recalculated based on the then use of the Subject Property with the base amount per unit to be based on the District's annual assessment for the type of development/use that is applicable to the Subject Property.

(12) In the event of a conflict between the District and the CBWCD associated with this Agreement, the Developer and its successors and assigns shall be responsible for payment of all costs and expenses including reasonable legal fees and costs incurred by the District. This requirement is regardless of who the prevailing party or parties are.

(13) Developer hereby agrees for itself, and its successors, assigns, and heirs, with respect to the drainage outfall connection which to indemnify the District and hold District harmless from any claims, losses, damages or expenses, arising out of the construction and maintenance of the drainage outfall connection and also for any and all claims, losses, damages or expenses, arising out of damage or obstruction of the drainage outfall connection 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 sustained by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction and maintenance of the water main within the Easements.

(15) Developer and its successors, assigns and heirs agree to indemnify District from any and all liability, loss or damage District may suffer, other than that which is the result of reckless or willful acts or gross negligence of District's employees or agents, as a result of such claims, demands, costs or judgments and further agree 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.

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

(17) Developer acknowledges that District has no obligation or responsibility regarding the construction or maintenance of the drainage outfall connection and that the District shall have no obligation

to repair or be responsible for any damage which may be caused to the drainage outfall connection 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 drainage outfall connection.

(19) Nothing contained herein shall be deemed to constitute a waiver by District of any limitations of its liability that that may be accorded District by virtue of Section 768.28 Florida Statutes or any subsequently enacted similar law.

(20) The Developer acknowledges that they shall be responsible to comply with all federal, state, county and local regulations regarding the water quality of the lakes and water bodies within the Subject Property and shall be responsible to pay for any and all costs, including reasonable attorney's fees, associated with said compliance. Furthermore, Developer shall be responsible to reimburse the District for any costs and expenses incurred by the District to address any water quality issue which is attributable to the Subject Property in accordance with Paragraph (11) below.

(21) In the event payment of the user fee, or payment of any other cost incurred by the District associated with this Agreement, is not received by District within thirty (30) days of its due date, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that the District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure. Notwithstanding the foregoing, in the event the individual units or portions of the Subject Property are conveyed to multiple owners and either or both the property owners association and the management company, if any, fail to pay 100% of the annual user fee, each subsequent property owner shall be responsible for their share of the annual user fee. If said user fee is not paid as required by this Agreement, the District's lien rights shall apply to all parts of Subject Property for which the annual user fee is delinquent. 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.

(22) Developer by signing this Agreement, acknowledges that District is only permitting occupancy of the Canal No. 1 Right-of-Way by the drainage outfall connection and that District has not reviewed and will not review, acknowledge, or comment on the structural integrity or sufficiency of the drainage outfall connection.

(23) Developer further acknowledges that the drainage outfall connection will be constructed in substantial compliance with the construction drawings approved by the District.

(24) To the extent that the Developer is determined to be the cause of any damage to adjacent properties or the District's drainage system as a result of construction, maintenance or repair of the

drainage outfall connection, Developer agrees to take responsibility for such damage, without waiving any defenses or admitting any liability thereto or absolving any of Developer's contractors or subcontractors or third parties from liability for their own actions.

(25) Developer hereby agrees to indemnify and hold harmless, the District and its agents, employees and commissioners, from any and all liability, loss or damage the District, its agents, employees or commissioners, may suffer as a result of claims, demands, costs, attorney's fees, judgments, liens, penalties, or interest, as a result of any damage caused by the District, its agents or employees, to the drainage outfall connection, 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, Developer, and District acknowledge that:

(a) After receipt of notification of a claim or action against the District, the District shall notify Developer 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) Developer shall defend any such claims brought, or actions filed against the District, its agents, employees or commissioners, with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, the District agrees that Developer may employ attorneys of their own selection to appear and defend the claim or action on behalf of the District at the expense of the Developer. The Developer 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 Developer shall not be required to obtain District's approval of a settlement involving only the payment of money by the Developer 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.

(26) All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

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

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

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

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

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

(28) 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.

(29) 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.

(30) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with Subject Property and binding upon all owners of Subject Property. The Developer shall disclose this Agreement in writing to all persons acquiring any portion of Subject Property subsequent to the date of this Agreement and any declaration of covenants, conditions or restrictions recorded with respect to Subject Property subsequent to the date of this Agreement shall specially refer to this Agreement.

(31) 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.

(32) 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.

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

(34) The Exhibit hereto contains additional terms of this Agreement. Typewritten or handwritten provisions inserted in this agreement or the exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

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

(36) 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.

(37) 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.

(38) The Developer agrees to reimburse District and pay for all reasonable attorneys' fees and costs incurred by District in negotiating and preparing this Agreement and the cost of recording this Agreement in the Public Records of Broward County, Florida.

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

DISTRICT

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Attest:

Witness Signature

Witness Printed Name

By: Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION:

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

ALSO KNOWN AS:

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

MEMORANDUM

DATE: July 21, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: 2016/2017 Draft Budget
SBDD Resolution No. 2016-05

Comments:

Attached for the Board's review and discussion is the 2016/2017 Draft Budget.

The total proposed budget for fiscal year 2016/2017 is \$3,404,741.90 which represents a 1.78% increase from the previous year.

I am not recommending any changes to the current assessment rates. Proposed tax revenues for 2016/2017 are up slightly from the previous year (0.20%), based on the 2016 July Non-Ad Valorem Recap from the Broward County Property Appraiser's Office. All other revenues have been adjusted to reflect the projected income for 2016/2017.

The current level of District operations, maintenance, and repairs is projected to remain at or above the current level. Budgeted expenses for fiscal year 2016/2017 are consistent with 2015/2016 expenses as noted below:

- "Salaries/Wages" have been increased slightly to account for a cost of living increase and merit raises.
- "Engineering Fees/Special Projects/Consulting" costs are remaining constant to allow for the purchase of additional GPS hardware.
- "Accounting/Audit Fees" and "Legal Fees" are remaining constant.
- "Commercial Property Pkg", "General/Excess Liability", and "Group Health/Life/Dental" Insurance expenses are remaining constant.
- "Workers Compensation" Insurance costs has been increased to account for an expected increase due to recent Workers Comp claims.
- "Dues/Subscriptions" has been increased slightly.
- "Licenses, Fees & EMS Service" has been increased slightly.
- "Maintenance Contracts" have been increased slightly.
- "Office Supplies/Postage" has been increased slightly.

- “Public Records” has been decreased to \$35,000; which will allow the District to expand its capabilities for File Management, E-Forms, On-line permitting; and to integrate these services with the District’s GIS network.
- “Fuel” costs are remaining constant.
- “Landscaping/Mowing/Clearing has been increased slightly.
- “Sanitation” costs are slightly higher to account for higher costs for the disposal of trash and debris at the county landfill.
- “Facilities Repair, Replacement & Upgrades” costs are remaining constant for 2016/2017 based on projected costs.
- “Herbicides/Aquatic Plant Management” costs are remaining constant.
- “Water Testing” costs are remaining constant.
- “Meetings, Seminars & Employee Development” are remaining constant.
- “Equipment Purchases, Replacement & Upgrades costs are remaining constant to allow for the purchase of one new field truck, and a combination for field operations.

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

Financial impacts to this Agenda Item: Approval of Resolution No. 2016-05 establishes the tentative budget and assessment rates for the 2016/2017 fiscal year.

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION NO. 2016-05

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT APPROVING THE TENTATIVE BUDGET OF THE SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2016/2017, APPROVING THE TENTATIVE ASSESSMENT RATES FOR TAXATION AND ASSESSMENT OF REAL PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT FOR FISCAL YEAR 2016/2017; PROVIDING FOR A PUBLIC HEARING ON THE BUDGET AND ASSESSMENT RATES AS APPROVED; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the tentative budget for fiscal year 2016/2017 prepared by the District's Director, a copy of which is attached hereto as Exhibit "A" has been submitted to the District Board of Commissioners for approval; and

WHEREAS, the tentative assessment rates for taxation and assessment of real property lying within the boundaries of the District for fiscal year 2016/2017 prepared by the District's Director, a copy of which is attached hereto as Exhibit "B" has been submitted to the District Board of Commissioners for approval; and

WHEREAS, a public meeting was held at the offices of the South Broward Drainage District, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:15 A.M. on Thursday, July 28, 2016, for the purpose of approving the tentative budget and approving the tentative assessment rates for the fiscal year 2016/2017;

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

1. The District's tentative budget as submitted to the Board of Commissioners of the South Broward Drainage District for the fiscal year 2016/2017, a copy of which is attached hereto as Exhibit "A" is approved as proposed.

2. The tentative assessment rates for taxation and assessment of real property

lying within the boundaries of the District for fiscal year 2016/2017 as stated in Exhibit "B" to this resolution are approved as proposed.

3. A public hearing shall be held on the budget as approved and on the assessment rates as approved on Monday, September 12, 2016, at 8:15 A.M. at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331.

4. The District's Director or attorney shall prepare a notice of the September 12, 2016 public hearing on the budget and assessment rates for fiscal year 2016/2017, which shall be published in a newspaper of general circulation in Broward County, Florida, once a week for two (2) consecutive weeks providing that the second publication shall be not less than seven (7) days after the first publication and further providing that the second publication shall be seven (7) or more days prior to the public hearing.

5. The notice of public hearing on the budget and assessment rates shall be directed to all landowners of the District, shall state the purpose of the public hearing, and shall contain a designation of the date, time and place of the public hearing at which time the Board of Commissioners shall hear all objections to the budget as approved and assessment rates as approved and make changes as the Board deems necessary.

6. At the conclusion of the public hearing to be held on September 12, 2016, the Board of Commissioners shall, by resolution, adopt a budget as finally approved by the Board and by separate resolution adopt the assessment rates as finally approved by the Board.

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

WHEREAS, this resolution shall take effect immediately upon its adoption.

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

ADOPTED and DATED the _____ day of July, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution No. 2016-05 was acknowledged before me this _____ day of July, 2016, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

Notary Public - State of Florida at Large

[NOTARY SEAL OR STAMP]

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

	TOTALS
I. SALARIES/WAGES:	
1501. ADMINISTRATIVE/OFFICE	\$345,247
1503. BOARD OF COMMISSIONERS	\$37,800
1505. FIELD OPERATIONS	\$518,706
1506. ENGINEERING/INSPECTIONS/PERMITTING	\$255,212
1507. PAYROLL TAXES/FICA	\$93,480
1509. PENSION/FRS	\$107,467
1513. OTHER	\$65,000
TOTAL	\$1,422,912
II. PROFESSIONAL FEES:	
1520. ACCOUNTING/AUDIT FEES	\$25,000
1535. ENGR.FEES/SPECIAL PROJECTS/CONSULTING	\$65,000
1540. LEGAL FEES	\$60,000
1543. LEGAL FEES/SPECIAL PROJECTS	\$25,000
1544. OTHER	\$1,000
TOTAL	\$176,000
III. INSURANCE:	
1550. COMMERCIAL PROPERTY PACKAGE	\$36,000
1555. GENERAL/EXCESS LIABILITY	\$38,000
1560. GROUP HEALTH/LIFE/DENTAL	\$395,000
1570. WORKERS COMPENSATION	\$39,500
TOTAL	\$508,500
IV. OFFICE AND ADMINISTRATION:	
1575. ADVERTISING	\$6,500
1585. COMPUTER SUPPLIES/UPGRADES	\$10,000
1590. DUES/SUBSCRIPTIONS	\$5,800
1600. FPL/ELECTRIC	\$13,000
1603. GAS (LP)/AUXILIARY SERVICE	\$5,000
1605. JANITORIAL SERVICE	\$2,000
1610. LICENSES, FEES & EMS SERVICE	\$1,000
1615. MAINTENANCE CONTRACTS	\$9,500
1620. MISCELLANEOUS/UNIFORMS	\$2,500
1625. OFFICE SUPPLIES/POSTAGE	\$5,000
1630. PAYROLL SERVICE	\$3,800
1635. PRINTING/STATIONERY/DISPLAYS	\$1,800
1640. PUBLIC RECORDS	\$35,000
1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS	\$15,000
1650. WATER/SEWER	\$2,100
TOTAL	\$118,000

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

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

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

	TOTALS
IX. 1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$50,000
X. 1412. BROWARD COUNTY COLLECTION FEES (2%)	\$61,993
XI. 1414. DISCOUNTS (EARLY TAX PAYMENTS):	\$111,587
XII. 1787. CONTINGENCY	\$10,000
TOTAL BUDGET FUND	\$3,404,742
DISTRICT REVENUE/INCOME	TOTALS
I. MAINTENANCE OPERATIONS/REVENUES (2016/2017 PROPERTY ASSESSMENT)	\$3,099,637
II. PERMIT FEES	\$35,000
III. 5 YR RECERTIFICATION PROGRAM	\$35,000
IV. RESIDENTIAL & LOS PERMIT FEES	\$25,000
V. TELECOMMUNICATIONS ANNUAL FEE	\$3,500
VI. APPROPRIATION OF FUND BALANCE	\$199,605
VII. INTEREST	\$6,000
VIII. MISCELLANEOUS INCOME	\$1,000
TOTAL ESTIMATED REVENUES	\$3,404,742

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

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

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

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

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

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

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

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

SOUTH BROWARD DRAINAGE DISTRICT
2016-2017 DRAFT BUDGET
7/19/2016

	DESCRIPTION/CATEGORY	2012-2013		2013-2014		2014-2015		2015-2016		2016-2017	Comments
		Budget	Actual	Budget	Actual	Amended Budget	Actual	Adopted Budget	Actual Through 6/30/16	Proposed	
	REVENUES										
1402	MAINT./ADM. TAX REVENUE	\$3,056,420.50	\$3,055,616.14	\$3,042,382.50	\$3,070,055.64	3,088,178.50	\$3,089,839.03	3,093,364.50	3,037,699.19	\$3,099,637.00	Based on July 2016 Non-Ad Valorem Recap from BCPA's Office
1404	PERMIT FEES	\$20,000.00	\$32,372.00	\$25,000.00	\$48,694.40	30,000.00	\$56,928.50	30,000.00	36,820.00	\$35,000.00	Based on estimated income for 2016/2017
1405	5 YR RECERTIFICATION PROGRAM	\$20,000.00	\$57,846.00	\$25,000.00	\$30,759.00	25,000.00	\$40,205.00	30,000.00	44,196.00	\$35,000.00	Based on estimated income for 2016/2017
1406	RESIDENTIAL & LOS PERMIT FEES	\$10,000.00	\$24,033.50	\$15,000.00	\$23,328.50	18,000.00	\$34,441.00	22,000.00	29,021.50	\$25,000.00	Based on estimated income for 2016/2017
1407	TELECOMMUNICATIONS ANNUAL FEE					6,000.00	\$5,662.50	2,850.00	3,500.00	\$3,500.00	Based on estimated income for 2016/2017
1408	APPROPRIATION OF FUND BALANCE	\$390,207.37	\$0.00	\$443,582.58	\$0.00	321,894.90	\$0.00	153,884.74	0.00	\$199,604.90	Appropriation of Fund Balance (Unrestricted Funds) - 5.86%
1410	INTEREST	\$25,000.00	\$18,336.46	\$12,000.00	\$17,551.63	12,000.00	\$22,795.63	12,000.00	3,632.08	\$6,000.00	Based on estimated income for 2016/2017
1416	MISCELLANEOUS INCOME	\$1,000.00	\$15,365.74	\$1,000.00	\$10,365.00	1,000.00	\$59,294.43	1,000.00	39,171.69	\$1,000.00	Based on estimated miscellaneous income for 2016/2017
	Total Income	\$3,522,627.87	\$3,203,569.84	\$3,563,965.08	\$3,200,754.17	\$3,502,073.40	\$3,309,166.09	\$3,345,099.24	\$3,194,040.46	\$3,404,741.90	
	EXPENSES										
	SALARIES/WAGES										
1501	ADMINISTRATION/OFFICE STAFF	\$304,890.56	\$299,865.56	\$315,562.00	\$314,040.32	\$322,313.00	\$322,796.00	\$334,501.44	\$256,192.80	\$345,246.72	Based on current employees +3.5%
1503	BOARD OF COMMISSIONERS	\$37,800.00	\$37,800.00	\$37,800.00	\$37,800.00	\$37,800.00	\$37,800.00	\$37,800.00	\$28,350.00	\$37,800.00	7 Commissioners @ \$450/Month
1505	FIELD OPERATIONS STAFF	\$469,230.62	\$447,229.59	\$471,711.00	\$468,020.94	\$484,008.00	\$481,087.42	\$501,105.28	\$383,759.23	\$518,706.24	Based on current employees +3.5%
1506	ENGINEERING/INSP/PERMITTING STAFF	\$228,193.67	\$216,954.50	\$235,396.00	\$235,189.69	\$241,417.00	\$239,395.31	\$247,990.08	\$179,888.21	\$255,211.84	Based on current employees +3.5%
1507	PAYROLL TAXES/FICA	\$84,531.02	\$78,106.08	\$85,000.00	\$80,607.39	\$83,043.66	\$83,070.42	\$90,832.81	\$65,282.67	\$93,480.31	Based on projected payroll x 0.0765
1509	PENSION/FRS	\$61,538.22	\$62,253.41	\$88,603.00	\$91,815.04	\$98,771.09	\$99,714.67	\$105,891.22	\$74,066.51	\$107,467.12	Regular Class x 0.0752 + Senior Class x 0.2177
1513	PAYROLL-OTHER	\$59,597.80	\$47,699.42	\$65,000.00	\$50,315.97	\$65,000.00	\$44,522.57	\$65,000.00	\$45,876.44	\$65,000.00	Estimate of unused benefits + overtime if needed
	PROFESSIONAL FEES										
1520	ACCOUNTING/AUDIT FEES	\$25,000.00	\$24,000.00	\$24,500.00	\$24,250.00	\$24,500.00	\$24,500.00	\$25,000.00	\$24,750.00	\$25,000.00	Based on projected cost for annual financial audit
1535	ENG. FEES/SPEC. PROJECTS/CONSULTING	\$29,100.00	\$20,671.25	\$20,000.00	\$9,085.50	\$25,000.00	\$11,617.50	\$65,000.00	\$12,117.50	\$65,000.00	Includes misc GIS, CADD and ICPR services; GPS hardware (\$2,000)
1540	LEGAL FEES	\$70,200.00	\$54,292.70	\$70,000.00	\$50,252.95	\$70,000.00	\$38,313.75	\$60,000.00	\$38,788.45	\$60,000.00	Based on anticipated costs.
1543	LEGAL/SPECIAL PROJECTS	\$60,000.00	\$26,210.87	\$50,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	Based on anticipated costs/contingency.
1544	OTHER	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$75.00	\$1,000.00	\$0.00	\$1,000.00	Miscellaneous.
	INSURANCE										
1550	COMMERCIAL PROPERTY PKG.	\$40,000.00	\$38,340.50	\$39,500.00	\$33,363.50	\$41,475.00	\$34,385.00	\$36,000.00	\$32,888.00	\$36,000.00	Based on proposed rates for 2016/2017; includes flood ins, boat/hull ins (\$2,537) and new equipment.
1555	GENERAL/ EXCESS LIABILITY	\$45,000.00	\$44,737.46	\$42,700.00	\$38,036.67	\$44,835.00	\$35,441.31	\$38,000.00	\$36,515.00	\$38,000.00	Based on proposed rates for 2016/2017; includes hazard liability for fuel tanks (\$2,600).
1560	GROUP HEALTH/LIFE/DENTAL	\$330,100.00	\$319,672.48	\$370,000.00	\$367,916.04	\$395,160.00	\$388,593.16	\$395,000.00	\$271,481.09	\$395,000.00	Maintain current costs .
1570	WORKER'S COMPENSATION	\$20,600.00	\$20,489.01	\$26,500.00	\$25,324.00	\$29,150.00	\$18,326.00	\$22,000.00	\$21,981.00	\$39,500.00	Estimate based on proposed rates for 2016/2017 (increase due WC claims)

SOUTH BROWARD DRAINAGE DISTRICT
2016-2017 DRAFT BUDGET
7/19/2016

	DESCRIPTION/CATEGORY	2012-2013		2013-2014		2014-2015		2015-2016		2016-2017	Comments
		Budget	Actual	Budget	Actual	Amended Budget	Actual	Adopted Budget	Actual Through 6/30/16	Proposed	
GENERAL OFFICE											
1575	ADVERTISING	\$8,300.00	\$7,741.05	\$8,500.00	\$3,935.81	\$8,500.00	\$3,819.45	\$6,500.00	\$1,306.50	\$6,500.00	Based on anticipated use and historical costs.
1585	COMPUTER SUPPLIES/UPGRADES	\$10,200.00	\$9,996.61	\$11,000.00	\$11,570.49	\$15,000.00	\$12,068.71	\$10,000.00	\$3,691.16	\$10,000.00	Computer supplies=\$5,000 + the following renewals AutoCAD=\$2,200, Arc View=\$950, ICPR=\$240, Hostcentric=\$250, Web Domain=\$250, QuickBooks=\$200, Norton=\$900.
1590	DUES/SUBSCRIPTIONS	\$5,400.00	\$3,738.00	\$5,400.00	\$4,540.00	\$6,600.00	\$5,340.00	\$5,600.00	\$5,345.90	\$5,800.00	Chamber=\$300, FRMA=\$135, FASD=\$4,000, FES=\$312, ASCE=\$265 Notary=\$85.90, Costco=\$55, FAPMS=\$25, Aquatic License renewals=\$400; ASFPM=\$140
1600	FPL/ELECTRIC	\$13,500.00	\$12,507.16	\$13,000.00	\$12,177.28	\$13,000.00	\$11,786.52	\$13,000.00	\$8,607.66	\$13,000.00	Based on 2016/2017 anticipated costs.
1603	GAS (LP)/AUXILIARY SERVICE	\$5,000.00	\$308.42	\$5,000.00	\$0.00	\$5,000.00	\$719.60	\$5,000.00	\$188.13	\$5,000.00	Emergency contingency.
1605	JANITORIAL SERVICE	\$2,000.00	\$1,788.00	\$2,000.00	\$1,788.00	\$2,000.00	\$1,713.50	\$2,000.00	\$1,273.95	\$2,000.00	Based on 2016/2017 anticipated costs.
1610	LICENSES, FEES & EMS SERVICE	\$900.00	\$898.30	\$900.00	\$375.00	\$900.00	\$474.50	\$900.00	\$904.35	\$1,000.00	Storage Tanks=\$360, Dept Economic Opportunity=\$175, Boats=\$33, New tag & registration =\$200; plus miscellaneous ;
1615	MAINTENANCE CONTRACTS	\$6,000.00	\$5,101.28	\$6,000.00	\$5,443.17	\$6,400.00	\$5,804.43	\$9,000.00	\$5,067.93	\$9,500.00	Copier Lease=\$3,000, Intangible tax=\$160, BC Security=\$1010, Fire Extinguisher Service (Mircom, Inc.)=\$1,505, GPS (Office) = \$950; GPS (vehicles/boats) = \$2,500 + \$375 miscellaneous.
1620	UNIFORMS	\$3,500.00	\$3,495.33	\$2,500.00	\$2,389.91	\$2,500.00	\$2,233.74	\$2,500.00	\$2,068.31	\$2,500.00	Based on proposed use.
1625	OFFICE SUPPLIES/POSTAGE	\$23,000.00	\$22,811.89	\$4,500.00	\$2,765.68	\$4,500.00	\$3,711.93	\$4,500.00	\$2,619.82	\$5,000.00	Based on current and proposed costs.
1630	PAYROLL SERVICE	\$3,200.00	\$3,238.72	\$3,500.00	\$3,334.59	\$3,600.00	\$3,392.09	\$3,600.00	\$2,720.61	\$3,800.00	Based on current use and anticipated costs
1635	PRINTING/STATIONERY, DISPLAYS	\$1,800.00	\$1,573.85	\$1,800.00	\$1,121.38	\$1,800.00	\$572.17	\$1,800.00	\$689.06	\$1,800.00	Based on current and proposed use; includes Outreach materials.
1640	PUBLIC RECORDS	\$6,000.00	\$4,413.73	\$5,000.00	\$4,141.07	\$7,000.00	\$7,823.88	\$40,000.00	\$7,087.17	\$35,000.00	Based on anticipated costs for scanning & recording fees; and Additional File Management Software (\$25,000)
1645	TELEPHONES/MISC.COMMUNICATION	\$14,000.00	\$13,080.64	\$14,000.00	\$13,629.39	\$15,000.00	\$13,367.12	\$15,000.00	\$9,926.05	\$15,000.00	Based on 2016/2017 estimated costs; includes monthly rate for SBDD cameras
1650	WATER/SEWER	\$3,000.00	\$1,671.00	\$2,000.00	\$1,779.92	\$2,000.00	\$1,840.78	\$2,100.00	\$1,342.49	\$2,100.00	Based on anticipated costs.
REPAIRS & MAINTENANCE											
1655	BUILDINGS/GROUNDS	\$33,200.00	\$26,719.42	\$35,000.00	\$19,199.69	\$35,000.00	\$37,314.20	\$35,000.00	\$27,196.58	\$35,000.00	Based on anticipated costs and replacement of S-2 exhaust system (\$12,000).
1660	EQUIPMENT RENTAL/OUTSIDE SERVICE	\$5,000.00	\$1,752.12	\$5,000.00	\$880.20	\$5,000.00	\$812.24	\$5,000.00	\$513.82	\$5,000.00	Based on anticipated use.
1665	EQUIPMENT/VEHICLES/BOATS	\$29,000.00	\$27,189.65	\$28,000.00	\$24,822.87	\$30,000.00	\$20,686.59	\$30,000.00	\$16,682.11	\$30,000.00	General maintenance; based on 2016/2017 anticipated costs
1670	FUEL/OIL-PUMP STATIONS	\$90,000.00	\$47,003.00	\$65,000.00	\$57,638.78	\$65,000.00	\$22,905.90	\$60,000.00	\$17,257.85	\$60,000.00	Based on historic use; emergency contingency.
1675	FUEL/OIL-VEHICLES/EQUIPMENT	\$40,000.00	\$35,315.07	\$46,500.00	\$46,394.01	\$45,000.00	\$33,842.10	\$40,000.00	\$24,228.34	\$40,000.00	Based on current use & anticipated costs (grapple truck)
1677	SPILL CONTAINMENT MATERIALS	\$2,500.00	\$2,069.37	\$5,000.00	\$1,050.77	\$5,000.00	\$1,871.26	\$5,000.00	\$944.88	\$5,000.00	Based on historic use; emergency contingency.
1680	JANITORIAL SUPPLIES	\$1,000.00	\$688.91	\$1,000.00	\$291.39	\$1,000.00	\$522.16	\$1,000.00	\$267.10	\$1,000.00	Based on 2016/2017 anticipated costs
1683	HURRICANE PREPAREDNESS SUPPLIES	\$1,500.00	\$1,137.93	\$1,500.00	\$685.62	\$1,500.00	\$736.69	\$1,500.00	\$422.48	\$1,500.00	Based on 2016/2017 anticipated costs
1685	LANDSCAPING/MOWING/CLEARING	\$27,500.00	\$26,905.00	\$32,000.00	\$30,794.06	\$35,000.00	\$34,264.06	\$32,000.00	\$23,859.75	\$35,000.00	Based on anticipated use; includes lawn service & misc canal banks.
1690	PHOTOGRAPHY/SUPPLIES	\$350.00	\$311.95	\$350.00	\$0.00	\$350.00	\$171.20	\$250.00	\$0.00	\$250.00	Based on anticipated use.
1695	PUMP STATIONS & CONTROL STRUCTURES	\$78,000.00	\$77,791.45	\$70,000.00	\$63,372.63	\$70,000.00	\$48,109.81	\$70,000.00	\$28,656.59	\$70,000.00	General maintenance; based on 2016/2017 anticipated costs
1700	SAFETY/SCUBA/INSPECTION EQUIP.	\$2,500.00	\$2,489.08	\$3,000.00	\$2,678.16	\$2,500.00	\$2,955.08	\$2,500.00	\$1,836.57	\$2,500.00	Based on 2016/2017 anticipated costs
1705	SANITATION/EXTERMINATION	\$6,100.00	\$5,734.55	\$6,000.00	\$4,915.83	\$7,600.00	\$6,704.78	\$7,500.00	\$7,586.66	\$10,000.00	BC Dump Fees ; Waste Management monthly srvc; bi-monthly pest control
1710	SMALL TOOLS/SHOP SUPPLIES	\$9,000.00	\$8,793.53	\$9,000.00	\$8,204.75	\$9,000.00	\$7,867.92	\$9,000.00	\$4,756.67	\$9,000.00	Based on 2016/2017 anticipated costs
1715	WATER RECORDERS/ELEV.GAUGES/TELEMETRY	\$8,000.00	\$7,624.53	\$8,000.00	\$6,500.28	\$8,000.00	\$6,327.34	\$8,000.00	\$6,980.54	\$8,000.00	Miscellaneous repairs and maintenance.

SOUTH BROWARD DRAINAGE DISTRICT
2016-2017 DRAFT BUDGET
7/19/2016

	DESCRIPTION/CATEGORY	2012-2013		2013-2014		2014-2015		2015-2016		2016-2017	Comments
		Budget	Actual	Budget	Actual	Amended Budget	Actual	Adopted Budget	Actual Through 6/30/16	Proposed	
	FACILITIES REPAIR, REPLACEMENT & UPGRADES										
1720	CANAL/SWALE RENOVATIONS/CLEANING	\$21,000.00	\$476.37	\$30,000.00	\$16,642.03	\$30,000.00	\$18,585.42	\$30,000.00	\$7,720.20	\$30,000.00	Based on anticipated use.
1725	CULVERT INSPECTIONS AND CLEANING	\$56,500.00	\$33,642.50	\$50,000.00	\$37,042.50	\$50,000.00	\$38,061.22	\$50,000.00	\$23,630.00	\$50,000.00	Based on anticipated use.
1730	CULVERT REPAIRS	\$25,000.00	\$4,925.00	\$40,000.00	\$2,673.22	\$40,000.00	\$40,000.00	\$40,000.00	\$39,462.57	\$40,000.00	Based on anticipated use.
1735	ENDWALL REPAIRS	\$5,000.00	\$0.00	\$5,000.00	\$1,752.91	\$5,000.00	\$0.00	\$5,000.00	\$288.00	\$5,000.00	Based on anticipated use.
1740	EROSION CONTROL	\$65,000.00	\$45,300.00	\$45,000.00	\$41,669.61	\$56,563.00	\$56,563.00	\$45,000.00	\$16,529.51	\$45,000.00	To reinforce and rehabilitate 2-3 additional locations with FabriForm.
1745	GATES/BARRIERS/FENCES/SIGNS	\$5,500.00	\$5,342.16	\$6,000.00	\$1,697.21	\$5,000.00	\$3,850.00	\$5,000.00	\$3,548.32	\$5,000.00	Based on anticipated use.
1747	OUTFALL STRUCTURES/WEIRS	\$2,500.00	\$1,396.14	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	Based on anticipated use.
1750	TRASH RACKS/PILINGS/TANKS/PAINTING	\$5,000.00	\$1,150.00	\$10,000.00	\$9,999.51	\$10,000.00	\$3,670.85	\$10,000.00	\$6,358.78	\$10,000.00	Painting of sheet piling at primary stations; misc repairs.
1755	TREE REMOVAL	\$30,000.00	\$17,370.00	\$35,000.00	\$34,439.04	\$30,000.00	\$28,711.60	\$30,000.00	\$25,100.15	\$30,000.00	Based on anticipated use.
	AQUATIC PLANT MANAGEMENT & WATER ANALYSIS										
1765	HERBICIDES	\$360,000.00	\$359,697.64	\$371,700.00	\$351,598.21	\$359,837.00	\$318,071.55	\$370,000.00	\$211,668.26	\$370,000.00	Based on 2016/2017 anticipated use & maintaining current level of service
1770	TRIPLOID CARP/FISH GUARDS/MAINT	\$30,000.00	\$20,045.00	\$30,000.00	\$29,117.52	\$30,000.00	\$30,000.00	\$30,000.00	\$6,000.00	\$30,000.00	Based on maintaining 2016/2017 rates
1775	WATER TESTING	\$8,000.00	\$5,206.00	\$8,000.00	\$3,495.00	\$8,000.00	\$2,462.50	\$8,000.00	\$3,715.00	\$8,000.00	Based on 2016/2017 anticipated use
1780	MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	\$12,900.00	\$7,923.78	\$12,000.00	\$8,417.86	\$10,000.00	\$4,128.37	\$8,500.00	\$6,415.78	\$8,500.00	Arborist CEUs=\$300; FASD Conference = \$1,500 ; Broward Days=\$1,500; Aquatics Seminars=\$300.00; FASD Mtgs=\$750; Engr Seminars =\$2,000; Water Matters Day=\$1,000; Mechanics Training =\$500.00; CDL Training = \$500.00; and Misc=\$150;
1785	EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$51,300.00	\$50,956.00	\$40,000.00	\$32,128.45	\$40,000.00	\$11,057.25	\$50,000.00	\$11,127.67	\$50,000.00	Includes the purchase of 1 new truck; and combination for field operations
1797	CONTINGENCY	\$10,000.00	\$3,522.73	\$10,000.00	\$1,881.16	\$10,000.00	\$1,000.00	\$10,000.00	\$0.00	\$10,000.00	
1412	BROWARD CTY COLLECTION FEE 2%	\$61,128.41	\$58,956.16	\$60,847.65	\$59,244.26	\$61,763.57	\$59,477.79	\$61,867.29	\$58,404.32	\$61,992.74	2% of taxes.
1414	DISCOUNTS (EARLY TAX PAYMENTS)	\$110,036.32	\$107,043.28	\$110,036.32	\$108,483.50	\$111,174.43	\$108,884.89	\$111,361.12	\$110,264.68	\$111,586.93	3.6% of taxes.
	Total Expenses	\$3,165,096.62	#REF!	\$3,209,305.97	\$2,902,720.73	\$3,261,560.75	\$2,883,922.30	\$3,345,099.24	\$2,216,199.17	\$3,404,741.90	

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

	<u>Oct '15 - Jun 16</u>	<u>Annual Budget</u>
Ordinary Income/Expense		
Income		
1402 · Maintenance	3,037,699.19	3,093,364.50
1404 · Permit Fees	36,820.00	30,000.00
1405 · 5 Year Recertification Program	44,196.00	30,000.00
1406 · Residential and Lot Permit Fees	29,021.50	22,000.00
1407 · Telecommunications Annual Fee	3,500.00	2,850.00
1408 · Appropriation of Fund Balance	0.00	153,884.74
1410 · Interest Income	3,632.08	12,000.00
1416 · Miscellaneous Income	39,171.69	1,000.00
Total Income	3,194,040.46	3,345,099.24
Expense		
1412 · South Broward Collection Fee	58,404.32	61,867.29
1414 · Discounts (Early Tax Payments)	110,264.68	111,361.12
1501 · Administrative - Office	256,192.80	334,501.44
1503 · Board of Supervisors	28,350.00	37,800.00
1505 · Field Operations	383,759.23	501,105.28
1506 · Inspectors/Project Coord.	179,888.21	247,990.08
1507 · Payroll Taxes - FICA	65,282.67	90,832.81
1509 · Pension	74,066.51	105,891.22
1513 · Payroll Other	45,876.44	65,000.00
1520 · Accounting Fees	24,750.00	25,000.00
1535 · Engineer/Consult Fees/Spec Proj	12,117.50	65,000.00
1540 · Legal Fees	38,788.45	60,000.00
1543 · Legal Fees Special Proj.	0.00	25,000.00
1544 · Other Expense	0.00	1,000.00
1550 · Commercial Property Package	32,888.00	36,000.00
1555 · General/Hazard Liability	36,515.00	38,000.00
1560 · Group Health, Life & Dental	271,481.09	395,000.00
1570 · Workers Compensation	21,981.00	22,000.00
1575 · Advertising	1,306.50	6,500.00
1585 · Computer Supplies - Upgrades	3,691.16	10,000.00
1590 · Dues & Subscriptions	5,345.90	5,600.00
1600 · FPL - Electric	8,607.66	13,000.00
1603 · Gas (LP) Auxiliary Power	188.13	5,000.00
1605 · Janitorial Service	1,273.95	2,000.00
1610 · Licenses & Fees	904.35	900.00
1615 · Maintenance Contracts	5,067.93	9,000.00
1620 · Uniforms	2,068.31	2,500.00
1625 · Office Supplies - Postage	2,619.82	4,500.00
1630 · Payroll Service	2,720.61	3,600.00
1635 · Printing - Stationary	689.06	1,800.00
1640 · Public Records Storage/Filing	7,087.17	40,000.00
1645 · Telephone - Misc. Communication	9,926.05	15,000.00

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

	<u>Oct '15 - Jun 16</u>	<u>Annual Budget</u>
1650 · Water & Sewer	1,342.49	2,100.00
1655 · Buildings & Grounds	27,196.58	35,000.00
1660 · Equipment Rental/Outside Svcs.	513.82	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	16,682.11	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	17,257.85	60,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	24,228.34	40,000.00
1677 · Hazardous Mat./Spill Cont.	944.88	5,000.00
1680 · Janitorial Supplies - Carp. Clg	267.10	1,000.00
1683 · Hurricane Preparedness Supp.	422.48	1,500.00
1685 · Landscaping & Mowing	23,859.75	32,000.00
1690 · Photography - VCR Equip. & Phot	0.00	250.00
1695 · Pump Stations - Flood Gates	28,656.59	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	1,836.57	2,500.00
1705 · Sanitat. - Exterminating Serv.	7,586.66	7,500.00
1710 · Small Tools - Shop Supplies	4,756.67	9,000.00
1715 · Water Rcorde/Elev Gge/Telemetry	6,980.54	8,000.00
1720 · CanaL/Swale Cleaning/Renovation	7,720.20	30,000.00
1725 · Culvert Cleaning/Inspection	23,630.00	50,000.00
1730 · Culvert Repair - Flapper Gates	39,462.57	40,000.00
1735 · Endwall Repair - Replace./Upgrd	288.00	5,000.00
1740 · Erosion Control	16,529.51	45,000.00
1745 · Gates/Barrier/Fence/Ramp/Sign	3,548.32	5,000.00
1747 · Outfall Structures	0.00	2,000.00
1750 · Trash Rack/Piling/Tank Upgr.	6,358.78	10,000.00
1755 · Tree Removal	25,100.15	30,000.00
1765 · Herbicides	211,668.26	370,000.00
1770 · Triploid Carp/Fsh Guards/Maint	6,000.00	30,000.00
1775 · Water Testing	3,715.00	8,000.00
1780 · Seminars/Meetings/Conferences	6,415.78	8,500.00
1781 · Basin S-3 Drainage Improvements	0.00	0.00
1785 · Equip./Vehicle Replace./Upgrd	11,127.67	50,000.00
1797 · Contingency/Misc Expense	0.00	10,000.00
Total Expense	<u>2,216,199.17</u>	<u>3,345,099.24</u>

SOUTH BROWARD DRAINAGE DISTRICT
SUMMARY OF DISTRICT FUNDS
July 19, 2016
SBDD ASSET ACCOUNTS

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals
UNASSIGNED					
General	\$1,189,318	\$1,189,318	Suntrust Muni Now	\$39,855 CD-FL Community	\$1,619,394
				\$244,976 CD-Regent Bank	
				\$145,245 CD-Bank United	
Payroll	\$44,960	\$44,960	Suntrust		\$44,960
COMMITTED					
Capital Improvements	\$838,595	\$838,595	Suntrust Reserve	\$247,500 CD-Stonegate	\$1,599,664
				\$247,500 CD-Landmark	
				\$184,500 CD-Centennial	
				\$81,569 CD-FL Community	
Emergency	\$3,246,697	\$3,246,697	Suntrust Reserve		\$3,246,697
Separation	\$160,668	\$160,668	Suntrust Reserve	\$51,048 CD-Bank United	\$274,716
				\$63,000 CD-Centennial	
Totals	\$5,480,238	\$5,480,238		\$1,305,193	\$6,785,431

SBDD LIABILITY ACCOUNT

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals
As-Built	\$90,585	\$90,585	Suntrust Paying	\$51,213 CD-Bank United	\$515,374
				\$247,500 CD-TD Bank	
				\$126,076 CD-FL Community	
Total	\$90,585	\$90,585		\$424,789	\$515,374
FUND TOTALS				\$1,729,982	\$7,300,805

SBDD INVESTMENT SUMMARY

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
TD Bank CD	<i>Rollover</i>	\$247,500	0.30%	8/7/2015	8/7/2016
Stonegate Bank CD	<i>Rollover</i>	\$247,500	0.40%	8/8/2015	8/8/2016
Landmark Bank CD	<i>Rollover</i>	\$247,500	0.60%	8/14/2015	8/14/2016
Bank United CD		\$247,506	0.85%	9/30/2015	9/30/2016
Regent Bank CD		\$244,976	0.50%	1/11/2016	1/11/2017
FL Community Bank CD		\$247,500	1.00%	2/25/2016	2/25/2017
Centennial Bank CD		\$247,500	0.20%	7/19/2016	7/19/2017
TOTAL OF INVESTMENTS		\$1,729,982			

Aug-15	Sep-16	Jan-17	Feb-17	Jul-17
\$742,500	\$247,506	\$244,976	\$247,500	\$247,500

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July 20, 2016

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

INVOICE

Legal services rendered on behalf of South Broward Drainage District from June 23, 2016 through July 19, 2016:

1. Coordination regarding 2016/17 Use Code Update for Annual Assessment:
Attorney's Fees: 6 hrs. 35 min. @ \$225.00/hr. = **\$ 1,481.25**

2. Coordination regarding Maintenance Building Issues including Architect Contract and Public Meetings:
Attorney's Fees: 11 hrs. 30 min. @ \$225.00/hr. = \$ 2,587.50
Paralegal Fees: 4 hrs. 30 min. @ \$90.00/hr. = \$ 405.00
\$ 2,992.50

3. Coordination regarding 2016/17 Budget:
Attorney's Fees: 1 hr. 45 min. @ \$225.00/hr. = **\$ 393.75**

TOTAL DUE THIS INVOICE: \$ 4,867.50

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July 20, 2016

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

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

LEGAL SERVICES REIMBURSABLE FROM PROPERTY OWNERS:

Legal services rendered on behalf of South Broward Drainage District from June 23, 2016 through July 19, 2016:

1. Coordination regarding Ventura Pointe Agreement:

Attorney's Fees:	12 hrs. 5 min.	@ \$225.00/hr.	= \$ 2,718.75
Paralegal Fees:	30 minutes	@ \$90.00/hr.	= \$ 45.00
			\$ 2,763.75

2. Coordination regarding Flamingo Road Canal Right-of-Way:

Attorney's Fees:	10 minutes	@ \$225.00/hr.	= \$ 37.50
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TOTAL DUE THIS INVOICE: \$ 2,801.25