

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES
JUNE 28, 2012**

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
Freddie Fisikelli, Council Member, SWR
General Public: See Attached List

Absent:

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Meeting called to order at 8:11 A.M. by Vice Chair Ryan, followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Goggin moved for approval of the minutes of the May 31, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Minnaugh and was carried unanimously.

04. DIRECTOR'S REPORT

A. PRESENTATION OF FASD "SAFETY AWARD OF THE YEAR" AWARD TO SBDD

District Director Hart presented SBDD with a plaque from FASD for the "Safety Award of the Year". He expressed his pride and excitement on receiving this prestigious award. He said that this just demonstrates the commitment that the Board has made for safety, and the practices that the District has implemented over the years. He said that there are over a thousand Special Districts throughout the State and that to be selected as the single District for this award, is something to be very proud of.

At this time, Vice Chair Ryan turned the meeting over to Chair Hodges.

B. AWARD CONTRACTS

1. 70 HOUR POST STORM DEBRIS/TREE REMOVAL SERVICES

SBDD advertised for bids for 70 Hour Post Storm Debris/Tree Removal Services. A total of ten (10) bids were received. 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 recommends that the District award a contract to all ten (10) bidders. The Contractors are as follows:

- Adventure Environmental, Inc.
- Ceres Environmental Services, Inc.
- EDJ Service, Inc.
- Elan Lawn & Landscaping Services
- Florida Coast Services, Inc.
- Orchidman Landscape Artisans Corp.
- Pan American Landscaping
- RKC Land Development, Inc.
- TTC Environmental, Inc.
- Weekley Asphalt Paving, Inc.

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

SBDD has reviewed all of the bids submitted and checked their references. SBDD has determined that all of the Contractors meet the requirements and are qualified to perform the work.

District Director Hart recommends award of the contract to all ten (10) bidders listed.

Commissioner Minnaugh moved for approval to award the contract to all ten (10) Contractors and to follow the guidelines stated in the contract. Motion was seconded by Commissioner Goggin.

Further discussion ensued regarding what the availability would be in case of a storm disaster. Commissioner Mersinger had concerns on the exclusivity of these Contractors if a storm were to hit. District Director Hart explained that the Contractors will not be exclusive, and that the rates will be fixed under the contract. He elaborated that FEMA requires that these contracts are competitively bid and in place in order to get reimbursed. He reiterated, for the record, some of the factors that the District will consider in issuing work orders under the contracts. They are as

follows:

- Hourly rates
- Availability
- Responsiveness
- Specific needs of the District
- Type of equipment needed
- Location
- Severity of the storm
- Extent of the damages

Commissioner Goggin asked District Director Hart if from the past storms, the District has ever used any of the companies before? District Director Hart replied yes. He said that the District had contracts in place previously, and that it was suggested by a FEMA Consultant, that these contracts should be put out for competitive bid on a regular basis. That is why SBDD decided to put the contracts out to bid; so that they could renew the process that had taken place approximately four years ago.

Commissioner Minnaugh commented that when Wilma hit, Mr. Schwartzberg was able to call in Contractors that the District had lined up to do the different projects in the different canals, because the District's manpower just could not be everywhere. She recalls that FEMA required contractors to follow their rate chart, or the Contractor would not be reimbursed. She said that those that were price gauging only got reimbursed the amount that was quoted in the contract.

Chair Hodges asked if these contracts are renewable. District Director Hart replied that they are renewable. He said that it will be an annual contract and it can be extended for two more years, and then placed for re-bid. Chair Hodges also asked if the District does a mock hurricane drill. District Director Hart said that the District does not do a mock drill, but that the County does, and that he would like for the County to include the District in that drill. The District staff has met to review the Hurricane Preparedness Manual and the procedures to follow in the event of a storm.

The question was called and it was carried unanimously.

2. *70 HOUR POST STORM VAC TRUCK/DREDGER SERVICES*

As with the contract for the 70 Hour Post Storm Debris/Tree Services, SBDD advertised for bids for 70 Hour Post Storm Vac Truck/Dredger Services. A total of seven (7) bids were received. 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 recommends award of the contract to all seven (7) bidders. The Contractors are as follows:

- A-1 Pipe Environmental Services, Inc.
- Erosion Restoration LLC
- Industrial Divers Corp.

- Proline Vactor Services, Inc.
- Shenandoah General Construction Company
- Technical Inspections, Inc.
- Westwind Contracting

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 checked their references. SBDD has determined that all of the Contractors meet the requirements and are qualified to perform the work.

District Director Hart recommends award of the contract to all seven (7) bidders listed. The contract would follow the same guidelines as with the previous contract.

Commissioner Minnaugh moved for approval to award the contract to all seven (7) bidders and to follow the same guidelines stated in the contract, as with the previous contract. Motion was seconded by Commissioner Goggin and it was carried unanimously.

C. VARIANCE REQUEST FOR DAMMOUS PROPERTY, MIRAMAR, FL

Mr. John Dammous, the owner of the property located at 17601 SW 18th Street, Miramar, FL 33025 is requesting a variance from SBDD for an existing wood dock located within a SBDD 20-Foot Lake Maintenance Easement (LME) and the encroachment of a screened-in patio into a SBDD 15-Foot Drainage Easement (DE) along the side yard. The dock and patio enclosure were constructed prior to the date that Mr. Dammous purchased the property in 2009, and do not meet SBDD criteria. The property is located within the Sapphire Bay community of Silver lakes.

Mr. Dammous met with the Variance Review Committee (VRC) on June 13, 2012 and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

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

1. SBDD Criteria allows a maximum size dock of 200 square feet (sf).
2. The size of the dock on the Dammous property is 268 sf which exceeds SBDD criteria by 68 sf (34%).
3. A signed and sealed letter from a Florida Professional Engineer has been provided that opines that the foundation of the dock is structurally sound and acceptable for the subject dock.
4. The Silver Lakes Community Association has conditionally approved the dock.
5. The screened-in patio encroaches 5-feet in to the 15-foot wide DE.
6. The 15-foot DE contains a 15" RCP outfall culvert.

7. To date, there have been no maintenance issues with the 15" RCP.
8. Based on aerial photos from the Broward County Property Appraiser's web page, the dock was constructed sometime in or around 1999 and the patio enclosure was built prior to 1998.
9. Mr. Dammous purchased the home in December 2009.
10. Mr. Dammous is agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

The requested variance is to exceed the minimum size for a dock by 68 sf and to encroach 5 feet into the 15-foot DE with a screened patio. If the variance is approved, the homeowner will be required to enter into an Indemnification and Hold Harmless Agreement with SBDD and pay for all associated legal fees.

District Director Hart said that Mr. Dammous received an Engineer's Statement Of Compliance on the structure and integrity of the dock; he also received a letter of approval from the Silver Lakes Community Association.

In discussion, Mr. Dammous reiterated that he purchased this property in 2009 and the dock was in place when he purchased the home. He explained that he met with the HOA and they said they would approve it as long as SBDD approves it. He said that there are no electrical installations on the items in question. He mentioned that the HOA had maintenance work done several months ago, and that there were no issues as far as access to the easement. He said he is willing to enter into any agreement that SBDD proposes.

Commissioner Minnaugh commented and thanked Mr. Dammous for going through the procedure to make this all legal. It was unanimously agreed that the Board sees no problem with the dock structure exceeding 68 sf. She said it looks good and that it is obvious that the District can go in and do any work deemed necessary.

Commissioner Minnaugh moved for approval of the variance conditioned on Mr. Dammous entering into an Indemnification and Hold Harmless Agreement. Motion was seconded by Vice Chair Ryan and it was carried unanimously.

D. RESOLUTION 2012-07 - ESTABLISHING PROCEDURES FOR EVALUATING AND SELECTING A QUALIFIED ACCOUNTING FIRM TO PERFORM THE DISTRICT'S ANNUAL FINANCIAL AUDIT

Through the Chair, it was agreed to move item # 04-E up for discussion.

This item was discussed at the last Board meeting and direction was given to District Director Hart and Attorney Bell to place an advertisement for a Request for Proposals (RFP) for an accounting firm to perform the District's Annual Audit. There was a belief that there was a Resolution in place from when the District previously selected their accounting firm, and that the District would follow the guidelines within that Resolution. Unfortunately, there is no Resolution in place, but there is actually a State Statute that establishes guidelines for public agencies to follow when selecting

an auditor to perform an annual audit.

District Director Hart said that Attorney Bell and he prepared Resolution 2012-07 for consideration by the Board to follow the process that is outlined in the State Statute. He said that much of the wording is identical to the wording in the State Statute, and that the thought process under Resolution 2012-07 is to give the Board maximum flexibility.

The following steps are required per the State Statute:

- SBDD needs to establish an Audit Committee.
- Audit Committee will place an advertisement.
- Audit Committee will establish criteria on the selection process.
- Audit Committee will meet and evaluate the proposals and short list, up to three (3) firms, for selection.
- The Audit Committee will rank those firms and present them to the Board for final determination.

The one flexible factor is that compensation can be included as an evaluation factor, as long as it is not the sole or pre-dominate factor; or compensation cannot be included as an evaluation factor.

Vice Chair Ryan asked who will be appointed to the Audit Committee? District Director Hart said that in the previous Board meeting, the Board appointed a Selection Committee as being the Board Treasurer, the District Director, and Staff Member Susan Iratzoqui. According to District Director Hart this needs to be changed by action of the Board to an Audit Committee in accordance with the State Statute. The way the Resolution is set up, the Audit Committee would be made up of a Board member, the District Director, and one other member. He said that the committee meetings will need to be public meetings because when a committee is making a recommendation to the Board, those meetings need to be held in the Sunshine. The advertisement will list when and where the Committee will meet.

Commissioner Mersinger commented that although there may be several extra steps involved in selecting a finance auditor, at least this will be done and the procedure will be in place for future reference, and the District will have done their due diligence. District Director Hart commented that he is very pleased with the process and as Commissioner Good mentioned in the last meeting, this is following Best Practices for government.

Commissioner Minnaugh moved for approval of Resolution 2012-07- establishing procedures for evaluating and selecting a qualified accounting firm to perform the District's Annual Financial Audit. Motion was seconded by Commissioner Goggin and it was carried unanimously.

E. IDENTIFY THE "SELECTION COMMITTEE" AS THE "SBDD AUDIT COMMITTEE"

Vice Chair Ryan moved for approval for the SBDD Audit Committee to be comprised of Commissioner Minnaugh, District Director Hart, and Mrs. Susan Iratzoqui. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

F. RESOLUTION 2012-08 - APPROVAL OF REQUEST FOR PROPOSALS (RFP) PACKAGE FOR ANNUAL FINANCIAL AUDITING SERVICES

District Director Hart explained that Resolution 2012-08 includes the advertisement to be placed in the newspaper and the RFP package that will be available for pick-up by any interested applicant. He said that this item came before the Board so that they may choose on how the evaluation should be done. He reiterated that compensation can be included as a factor, as long as it is not the sole or primary factor in selecting an auditor, or compensation can be excluded and the selection be based solely on qualifications per the state statute. He discussed further what the procedure is for selecting a qualified accounting firm.

District Director Hart suggested that this should be an annual contract; (one year with the ability to extend for four additional one-year periods.) Each year the District will have the ability to extend, and after five years, re-advertise.

Commissioner Mersinger agreed that five years seems like a reasonable amount of time, as long as there is a mechanism to cancel once a year in those five years. She said she is very comfortable with that.

Commissioner Good commented that in his experience, he would prefer the RFP process as opposed to the RFQ process. He said that he would rather have the prices available in advance rather than go through a negotiation process. He recommends a process with a sealed price proposal and he explained the details involved. District Director Hart said this process can be included under the package. He said that there is a section called "Evaluation Procedures" that describes a similar process as explained by Commissioner Good.

Further discussion ensued regarding the steps and procedures for evaluating the accounting firms.

Commissioner Good made a motion to approve Resolution 2012-08- establishing procedures for evaluating and selecting a qualified accounting firm to perform the District's Annual Financial Audit and to include the compensation part of the evaluation process, such that the compensation is considered after the applicant meets certain technical and qualifications criteria. Motion was seconded by Commissioner Goggin and it was carried.

G. ESTABLISH MEETING DATES FOR FY 2012/2013 BUDGET HEARINGS

The upcoming dates for the FY 2012/2013 Budget Hearing meeting were discussed as

follows:

- A. 1st PUBLIC HEARING for the FY2012/2013 Budget Hearing will be held on **Thursday, July 26th at 9:00 A.M.** Following the Regular Board Meeting on **Thursday, July 26th at 8:00 A.M.**
- B. SBDD WORKSHOP WILL BE HELD ON **THURSDAY, SEPTEMBER 13TH AT 7:00 P.M.**
- C. FINAL BUDGET MEETING WILL BE HELD ON **THURSDAY, SEPTEMBER 27TH AT 8:00 A.M.**

At this time, Commissioner Good excused himself from the meeting.

H. VACATION AND RE-DEDICATION OF SWMA FOR GONZALES PROPERTY, SWR, FL

This is a request to vacate the Surface Water Management Area (SWMA) previously designated on property owned by Alexey B. and Olga M. Gonzales. This property is located at 6310 SW 185th Way, Southwest Ranches, FL. Mr. and Mrs. Gonzales want to reconfigure and relocate the 20% SWMA that is required on their property. In discussions with the District, the approach is to vacate the previously dedicated area and rededicate the new area. SBDD staff has reviewed the request and has no objections. This request is subject to the dedication of a new SWMA in accordance with SBDD Criteria.

Commissioner Minnaugh moved for approval for the vacation of SWMA subject to Mr. & Mrs. Gonzales signing an Agreement to re-establish the new SWMA in accordance with SBDD Criteria. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

I. UPDATE ON GRAND PALMS

District Director Hart said that since the last Board meeting, the entity that purchased the Home Land Security parcel (NGP V) has signed off on the Agreement. Shortly after, the proposed agreement was forwarded to Grand Palms. The owner of the balance of the 15500 Pines Boulevard property (GL Homes) has not yet seen the agreement. However, Grand Palms reviewed the agreement and provided minor comments back to the District. He said they were very minor comments and that he has already incorporated the changes into the Agreement. For the record, District Director Hart said that the comments were non-substantive. He said that Attorney Bell is coordinating with Grand Palm's attorney to get the final sign-off. There will be one party left (GL Homes) to approve the final Agreement. He said that coordination and discussion will be between Mr. Wyn Gyer and his client GL Homes. He has not heard anything back from Mr. Wyn Gyer regarding the status.

J. OTHER

FASD ANNUAL CONFERENCE – District Director Hart said he attended the FASD annual conference and sat in on a number of presentations that were very informative

and helpful to him as a Director.

BMPs - District Director Hart was invited to make a presentation at the Town of Southwest Ranches regarding Best Management Practices. He said that the District is actively working with the nurseries out west in SWR to encourage them to enroll in the State's BMP Program with the Agriculture and Consumer Services. He said it is really important as it relates to the M.O.A. that the District has with the Town of SWR and SFWMD. He said that right now there is a collaborative effort between the County, District, and the Town to implement these BMPs with the nursery operations.

UPDATE ON M.O.A. - District Director Hart said that the M.O.A. was extended last year through November of this year and there is discussion with SFWMD to extend the program permanently. He said there is language in the M.O.A. that allows for this based on the success of the pilot program. It was decided to file for an additional one year extension, to give enough time to go through the permit modification process. He said the intention is to prepare a formal application to SFWMD to modify the District's Basin S9/S10 permit to implement the pilot project as a permanent project.

Commissioner Minnaugh asked if the SFWMD is receptive to this project. District Director Hart replied yes.

UPDATE ON NUMERIC NUTRIENT CRITERIA - District Director Hart stated that this is continuing to move forward. There have been some rulings, that from his understanding, reinforces the state's position; that when it comes to numerics and water quality guidelines, the State's rules are really best suited for Florida. He said that EPA has not yet ruled on the state's request to take over numerics and have EPA rescind their previous rulings. That is still in the balance. He said that there are also some rule changes being proposed to adopt a single comprehensive stormwater rule for the whole state. Right now there are five different state agencies with different rules, and the state is trying to adopt a single set of rules for all.

ARMY CORP. OF ENGINEERS - He said he got a response to his letter from the Army Corp of Engineers on the Broward County Water Preserve Area Project.

05. ATTORNEY'S REPORT:

None.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER'S QUESTIONS/COMMENTS

Vice Chair Ryan said that he and District Director Hart attended the FASD Annual Conference in Bonita Springs, FL and that he had the opportunity to go to several events. He said that he and District Director Hart attended the round table discussion on Water Districts and that SBDD is in great shape. He also said that there was discussion about

social media. Finally, Vice Chair Ryan mentioned that District Director Hart was asked to join the FASD Education Committee.

08. MEETING DATES

- A. SBDD REGULAR BOARD MEETING WILL BE HELD ON THURSDAY, JULY 26TH AT 8:00 A.M.
- B. 1ST PUBLIC HEARING REGARDING THE SOUTH BROWARD DRAINAGE DISTRICT 2012/2013 FISCAL YEAR BUDGET WILL BE HELD ON THURSDAY, JULY 26TH AT 9:00 A.M

Adjournment at 9:43 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

DRAFT

MEMORANDUM

DATE: July 19, 2012
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 Miguel A. Codorniu and Sandra E. Codorniu

Comments:

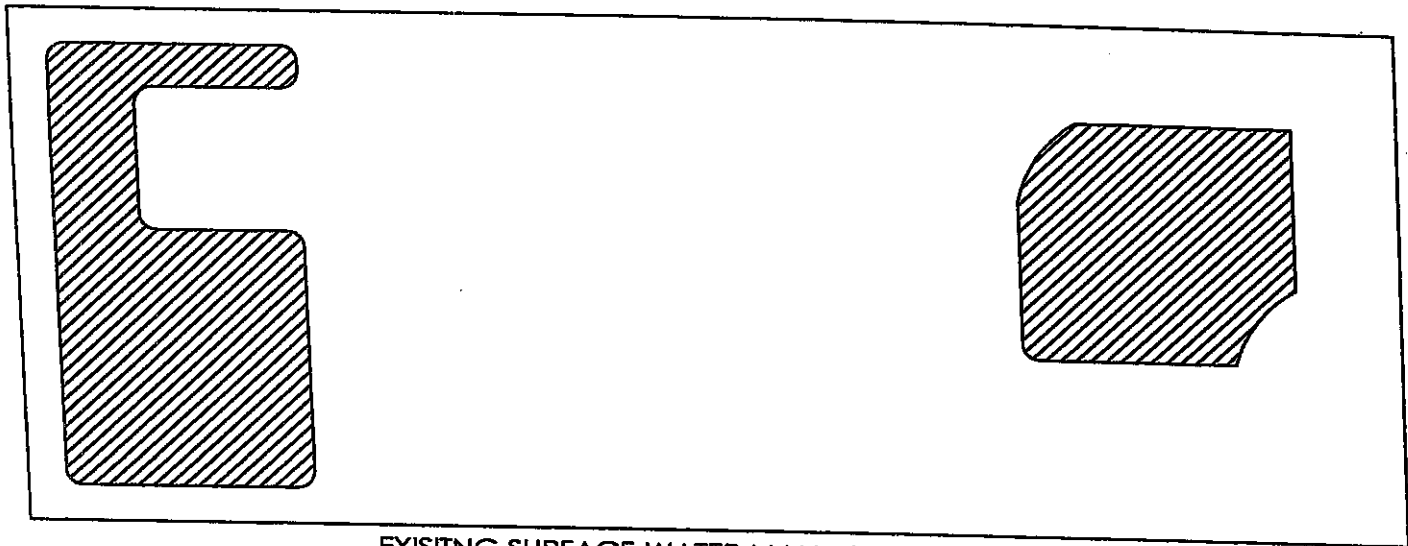
The owner of the property located at 5131 SW 167th Avenue, Southwest Ranches, FL 33331 is requesting that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded in the Broward County public records. All properties in the SW Ranches are required to set aside 20% of their property at elevation 5.0' (or an equivalent storage area) as a SWMA.

The property owners, Miguel A. and Sandra E. Codorniu, will dedicate a new SWMA over the property to comply with the 20% SWMA requirement (see attached sketch).

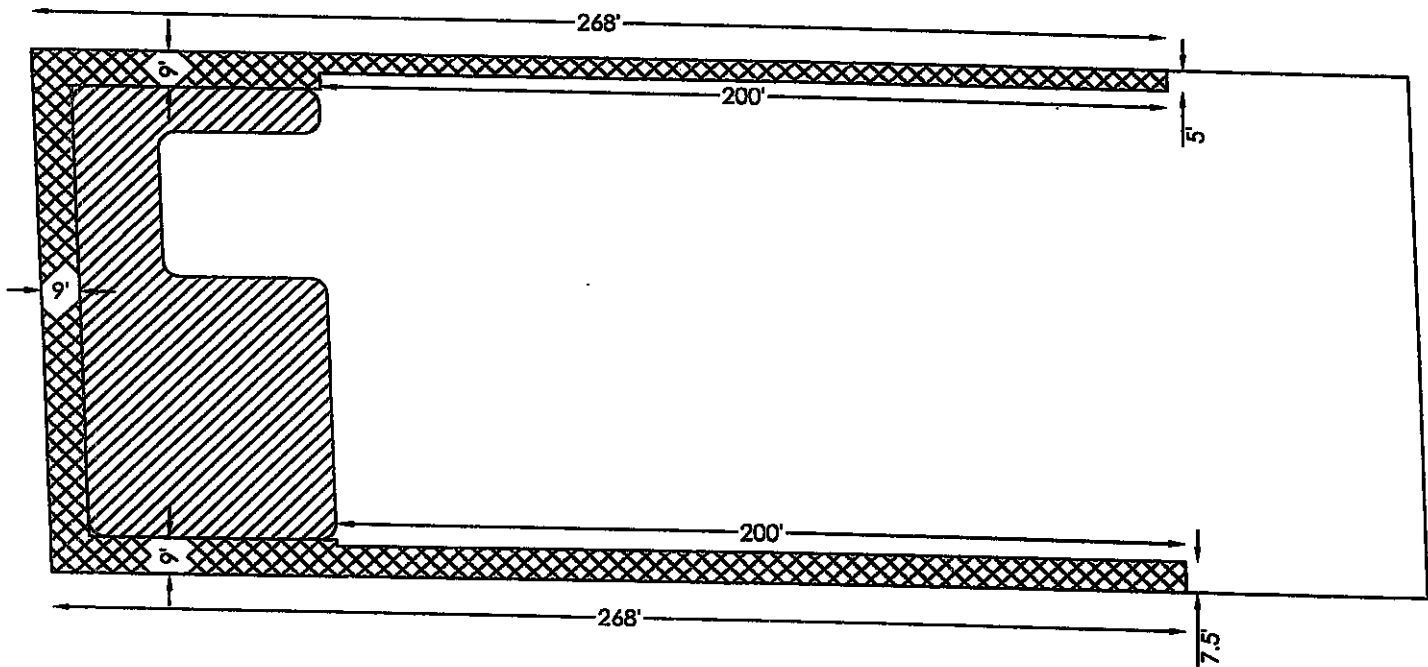
SBDD staff has reviewed the request and has no objections.



The request is for SBDD to vacate and release its interest in the Surface Water Management Area on the property located at 5131 SW 167th Avenue, Southwest Ranches, FL 33331, as described in the attached "Release and Vacation of Surface Water Management Area Designation". This request is subject to the dedication of a new Surface Water Management Area in accordance with SBDD Criteria.

KH
Attachments



EXISTING SURFACE-WATER MANAGEMENT AREAS
8,708 SQ FT AT ELEV. = 5.0' NGVD



PROPOSED SURFACE-WATER MANAGEMENT AREAS
 5,037 SQ FT AT ELEV. = 5.0' NGVD
 4,731 SQ FT AT ELEV. = 6.0' NGVD

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

SCALE = N.T.S.
CODORNIU PROPERTY
 5131 SW 167TH AVENUE
 32-50-40



*****MEMORANDUM*****

DATE: July 19, 2012

TO: South Broward Drainage District Commissioners

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

Subject: Variance Request for Property Owned by Jeanette Vinov Steinberg

Comments:

The owner of the property located at 17840 NW 19th Street, Pembroke Pines, FL 33029 is requesting a variance from SBDD for an existing concrete patio deck located within a SBDD 20-Foot Lake Maintenance Easement (LME). The patio was constructed in 2001 as part of a screened-in patio enclosure, and a Building Permit was pulled from the City of Pembroke Pines. The City did not require a sign-off from SBDD at that time. The concrete patio does not meet SBDD criteria. The property is located within the Las Brisas community of Silver Lakes.

Mrs. Steinberg met with the Variance Review Committee (VRC) on July 3, 2012 and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

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

1. SBDD Criteria does not allow concrete patios within a LME.
2. The size of the concrete patio is approximately 205 square feet (sf) within the LME.
3. SBDD Criteria would allow a 240 sf wood deck within the LME.
4. There are no electrical elements within the LME.
5. The SilverLakes Community Association approved the screened-in enclosure back in 2001.
6. The property owner pulled a Permit from the City of Pembroke Pines for the screened-in enclosure. The City did not require a sign-off from SBDD at that time.
7. Hurricane Wilma destroyed the screen portion of the patio enclosure in 2005.
8. Mrs. Steinberg is agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

The requested variance is to allow an approximate 205 sf concrete patio to be located within a SBDD 20-Foot Lake Maintenance Easement (LME). If the variance is approved, the homeowner will be required to enter into an Indemnification and Hold Harmless Agreement with SBDD and pay for all associated legal fees.

KH
Attachments



Location Map

17840 NW 19th Street

Pembroke Pines, FL 33029

NTS

Jeanette Vinov Steinberg
Silverlakes
Las Brisas
17840 NW 19th Street
Pembroke Pines, Florida 33029
H: 954-438-3808
C: 954-559-0206
W: 305-242-1847
v_jani@hotmail.com

July 8, 2012

VARIANCE APPLICATION

In 2001, my late husband, Richard Steinberg contracted with Hudson Aluminum to build a screened enclosure in the backyard of our home after obtaining the appropriate approval from Pines Property Management. As part of the project, Hudson Aluminum extended the existing deck with poured concrete. It was covered with terra cotta tile by Amazing Marble, Co. Hudson Aluminum then erected the screened enclosure. They obtained the permit from the City of Pembroke Pines without any objections. The screened enclosure was subsequently destroyed by a fallen tree during Hurricane Wilma in 2005. It was not replaced.

I am planning to replace the fence around my property. I am requesting a variance for the concrete slab. It has not impacted access through the easement area in the 11 years since it was created. There have not been any problems during this period.

Strict application of the provisions of the District's Criteria would deprive me of reasonable use of my property and the existing structure. It would create a financial hardship for me if I needed to alter the existing deck.

The proposed variance is in harmony with the general purpose of the District's Charter and is not contrary to the public interest, health, safety, or welfare, taking into account the drainage characteristics of the surrounding properties.

The proposed variance is the minimum variance that will make possible the reasonable use of the land and structure with no adverse impact on the District's ability to perform its duties under its Charter.

This variance would not hinder or alter the ability of SBDD to maintain and/or operate SBDD facilities.

****MEMORANDUM****

DATE: July 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Variance Request for Property Owned by Pedro Sotomayor

Comments:

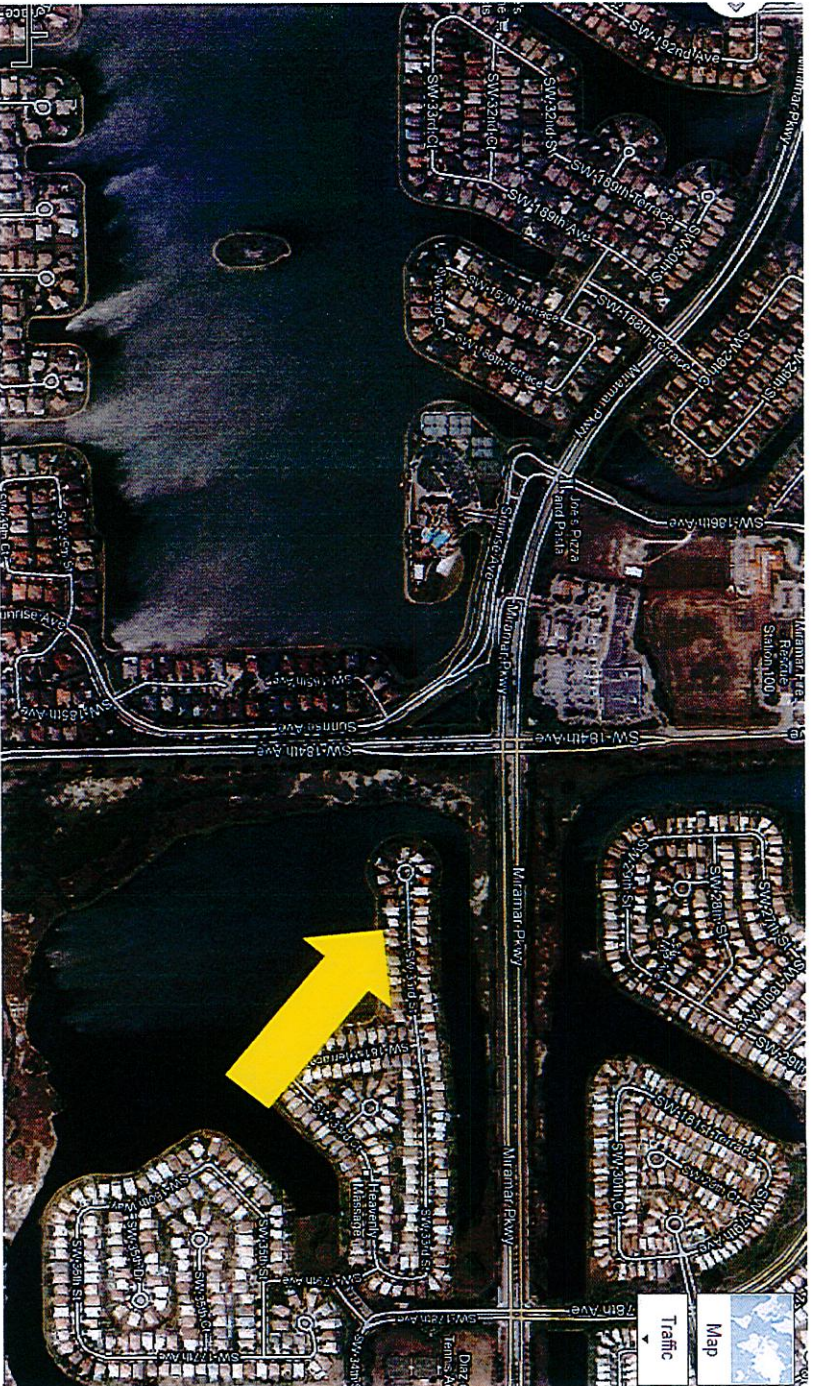
The owner of the property located at 18242 SW 33rd Street, Miramar, FL 33029 is requesting a variance from SBDD for an existing paver walkway/sitting area, paver patio and barbeque grill located within a SBDD 20-Foot Lake Maintenance Easement (LME). The walkway/sitting area, patio and grill were constructed prior to the date that Mr. Sotomayor purchased the property in 2008, and do not meet SBDD criteria. The property is located within the Marina Isles community of Silver Lakes.

Mr. Sotomayor met with the Variance Review Committee (VRC) on July 3, 2012 and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

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

1. SBDD Criteria does not allow paver patios to extend more than 4-feet in the LME; nor does the Criteria allow a permanent barbeque grill to be located within the LME.
2. The 6' X 12' paver area where the grill is located does meet SBDD Criteria for a wood deck.
3. All electrical elements will be removed from the LME.
4. The SilverLakes Community Association has conditionally approved the paver deck and other improvements.
5. Based on aerial photos from the Broward County Property Appraiser's web page, it appears that the walkway/sitting area, patio deck and grill were constructed prior to 2006.
6. Mr. Sotomayor purchased the home in January 2008.
7. Mr. Sotomayor has applied for a permit from SBDD for all other improvements within the LME that currently meet SBDD Criteria.
8. Mr. Sotomayor is agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

The requested variance is to allow a paver walkway/sitting area, paver patio and barbeque grill as depicted on the attached survey (dated 01/09/2008) located within a SBDD 20-Foot Lake Maintenance Easement (LME). If the variance is approved, the homeowner will be required to



Location Map

18242 SW 33rd Street

Miramar, FL 33029

NTS

July 6, 2012

Board of Commissioners
South Broward Drainage District
6591 SW 160 Avenue
Southwest Ranches, FL 33331

Distinguished Board of Commissioners:

I am herewith requesting approval of a variance in my property located at 18242 SW 33 St., Miramar, FL 33029.

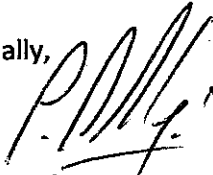
This request is based on the fact that the brick pavers and barbeque grill were already installed in the property lake maintenance easement when I purchased the property in January 2008.

I must add that I was completely unaware of any violation or non compliance when I bought the house that has been the residence of my family and I for the past four and a half years.

I have also been notified of some electric work that is non-compliant and I will gladly remove it from the easement area as I realize the potential danger of keeping it there.

Last but not least, I have submitted a permit application to the South Broward Drainage District for improvements within the easement consisting of a pool deck, a blocks seawall and aluminum fence.

Cordially,



Pedro A. Sotomayor

MEMORANDUM

DATE: July 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Proposed Resolution No 2012-09

Comments:

Proposed Resolution 2012-09 allows SBDD to enter in an Agreement with property owners who obtain a variance approval from the SBDD Board of Commissioners (Board) for the placement and construction of improvements within SBDD easements and lake/water body property that will not require further approval from the Board. The proposed Resolution includes two standard Agreements: (1) an Agreement for a variance approval for improvements on a property owner's property only, attached as Exhibit "1" to the Resolution; and (2) an Agreement for a variance approval of improvements on a property owner's property and on adjacent lake/water body property, attached as Exhibit "2" to the Resolution. Both Agreements have been reviewed by the District Attorney.

Approval of a variance is contingent upon the property owner entering into an Indemnification and Hold Harmless Agreement with the District. The above noted agreements would cover this requirement. Any substantive changes to the standard agreements will require Board approval.

Approval of this Resolution will eliminate the current procedure of the SBDD attorney having to prepare a separate agreement between the property owner and the SBDD which then requires the agreement to be submitted to the Board at a subsequent meeting for final approval by separate resolution. This will reduce the time for providing the property owner with a final approved agreement and will save the property owners the expense of attorney's fees and costs for preparing the separate agreement and resolution. Any improvements which are not covered by the Resolution (or if the property owners request modifications to the applicable Agreement) will still need to have a separate agreement approved by a separate resolution at a subsequent meeting.

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2012-09**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO AGREEMENTS WITH PROPERTY OWNERS WHO OBTAIN A VARIANCE FOR PLACEMENT AND CONSTRUCTION OF IMPROVEMENTS WHICH REQUIRE BOARD OF COMMISSIONERS APPROVAL, IN OR OVER ANY LAKE MAINTENANCE EASEMENT, DRAINAGE EASEMENT, LAKE EASEMENT, FLOWAGE EASEMENT, STORAGE EASEMENT OR ANY OTHER EASEMENT DEDICATED TO DISTRICT OR FOR PLACEMENT AND CONSTRUCTION OF IMPROVEMENTS IN OR OVER ANY LAKE PROPERTY, OR OTHER PROPERTY OWNED BY THE DISTRICT OR OVER PROPERTY THE DISTRICT HAS PERMITTING AUTHORITY SO LONG AS THE PROPERTY OWNERS ENTER INTO AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WITH DISTRICT INDEMNIFYING DISTRICT FROM ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE AND EXPENSES DISTRICT MAY INCUR AS THE RESULT OF ALLOWING SAID IMPROVEMENTS TO BE CONSTRUCTED WITHIN SAID DISTRICT'S EASEMENTS OR WITHIN PROPERTY OWNED BY THE DISTRICT, OR OVER PROPERTY THE DISTRICT HAS PERMITTING AUTHORITY; AUTHORIZING DISTRICT TO ENTER INTO SAID AGREEMENTS WITHOUT FURTHER BOARD APPROVAL; 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

WHEREAS, the District Board of Commissioners "hereinafter referred to as "Board", has previously established and approved a Regulations, Standards, Procedures and Design Criteria Manual, hereinafter referred to as "Criteria Manual" which established regulations, standards, procedures and design criteria for constructing improvements within the District; and

WHEREAS, from time to time, property owners within the District, hereinafter referred to as "Property Owners", request the District to approve construction of improvements, which require Board approval and a variance from District criteria, (hereinafter referred to as "Improvements") within or over easement areas dedicated to

the District, the underlying property being owned by said Property Owners, hereinafter referred to as "Easements" and/or within or over lake areas or other water bodies owned by the District or over which the District has permitting authority that lie adjacent to Property Owner's property (hereinafter referred to as "Lake Property"); and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement, or any other easement dedicated to the District hereinafter referred to as "Easement Areas", or over Lake Property owned by the District or property over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, the Section 4.4 of the Criteria Manual regulates "Variances and Appeals"; and

WHEREAS, the Section 9 of the Criteria Manual regulates "Permitted Uses within Lakes, Canals, other Water Bodies and Easement Areas"; and

WHEREAS, the Criteria Manual requires Property Owners to enter into an Indemnification and Hold Harmless Agreement with the District on variance applications (hereinafter referred to as "Variance"); and

WHEREAS, the Criteria Manual requires Property Owners to obtain a permit from the District prior to constructing said Improvements within or over Easement Areas and within the Lake Property ; and

WHEREAS, said Improvements must be in conformance with the Criteria Manual unless otherwise authorized and approved under a Variance; and

WHEREAS, the District has previously determined that if a Variance is approved, so long as the Property Owners agree to comply with District Criteria and enter into an indemnification and hold harmless agreement indemnifying the District from any and all liability, claims, losses, damages and expenses arising out of construction of the Improvements approved by said Variance, that the Property Owners may be allowed to obtain a permit and approval for construction of the Improvements for which the Variance

was approved; and

WHEREAS, the District has previously authorized the District to enter into agreements with Property Owners for construction of certain Improvements within Easements without further Board approval; and

WHEREAS, the District Attorney has prepared Agreements to be entered into between the District and Property Owners who have obtained approval of a Variance. A true and correct copy of said Agreements are attached to this Resolution as Exhibit "1" and Exhibit "2"; and

WHEREAS, Exhibit "1" is for approval of Improvements located within Easements located on Property Owners property only and Exhibit "2" is for approval of Improvements within Easements located on Property Owners property and within the adjacent Lake Property; and

WHEREAS, a public hearing was held at 8:00 A.M. on Thursday, July 26, 2012 at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreements, attached hereto as Exhibit "1" and Exhibit "2" and authorizing the District to enter into the proposed Agreements with Property Owners upon certain conditions;

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

1. The foregoing statements are incorporated herein in their entirety as if fully stated herein.
2. That upon approval of a Variance submitted by Property Owners owning property within the District, the District is authorized to enter into an agreement with said Property Owners for construction of the proposed Improvements within the Easement so long as the Property Owners have provided all documents required by the District in the form acceptable to the District, have executed the applicable Agreement attached hereto as Exhibit "1" and Exhibit "2" and have paid the District's required fees and expenses associated with the approval and recording of the Agreement.
3. That the District is authorized to enter into the Agreements which are

attached to this Resolution as Exhibit "1" and Exhibit "2" with Property Owners who have obtained a Variance and whose Improvements are authorized to be constructed within the District Easements and Lake Property described therein.

4. That so long as Property Owners provide all information required by District, the Agreement is executed by the Property Owner, filled out in its entirety by the Property Owner and all fees have been paid, and following approval by the District Director and without further action by the District Board of Commissioners, the applicable Agreement shall be executed in the name of the District by the Chairperson and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed or reproduced thereof.

5. After the applicable Agreement has been fully executed, the District Director is authorized and directed to have the original signed Agreement recorded in the Broward County Public Records.

6. The District's Attorney and the District Director upon concurrence from the District Chairperson are authorized to agree to and make minor non substantive revisions to the Agreements.

7. The District Director is authorized to and shall revise the signature blocks for the Property Owners to be compatible with alternate forms of ownership including, but not limited to corporations, general and limited partnerships, limited liability company's, trusts, estates, etc. In this event, the District Director shall require the Property Owner(s) to submit documentation confirming that the person signing on behalf of the Property Owner is authorized to sign on behalf of said Property Owner(s).

8.. If one or more of the covenants, agreements or provisions of this Resolution, or the Exhibits hereto, or the procedures contained herein, shall be determined to be 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 Exhibits attached hereto, or the procedures contained herein.

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

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

ADOPTED AND DATED the _____ day of _____, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2012-09 was acknowledged before me this ____ day of _____, 2012 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2012.

(NOTARY SEAL OR STAMP)



Notary Public - State of Florida at Large

EXHIBIT "1"

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

**PERMIT AGREEMENT WITH VARIANCE
(FOR IMPROVEMENTS WITHIN EASEMENTS
LOCATED ON PROPERTY OWNERS PROPERTY ONLY)**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, FL 33331 and _____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement, drainage easement, storage easement and/or other easement rights or permitting authority and which the District either maintains or has the right to maintain; and

WHEREAS, District has established, in accordance with its Criteria Manual and rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement or other easement dedicated to the District or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as ("Improvements"), within the Easement; and

WHEREAS, the District Board of Commissioners hereinafter referred to as "Board" approved a Variance Request for the

Improvements on _____; and

WHEREAS, as a condition of the Variance approval and of allowing construction of the Improvements within the Easement, District requires that certain minimum criteria be complied with and that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any condition of the District's permit to Property Owners or the District's rules, regulations and criteria, unless specifically provided for in this Agreement; and

WHEREAS, as a condition of the Variance approval and of allowing the Improvements to be constructed within the Easement, District requires that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, Property Owners agree to allow District employees, staff and representatives to access the Easement and adjacent lake/water body property through and across the side yards of the Subject Property from the road or street right-of-way adjacent to Subject Property. Said access shall be at reasonable times and District shall give notice to Property Owners as is reasonable under the circumstances that access is required by the District; and

WHEREAS, the District Board has determined and approved by South Broward Drainage District Resolution No. 2012-09 that Property Owners within the District that obtain a Variance approval from the Board may obtain a permit without further Board approval for construction of approved improvements within the District's easements so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and pay for all associated legal costs, and comply with all other District criteria for obtaining said permit; and

WHEREAS, District and Property Owners are desirous of entering into an agreement to permit the construction of the Improvements within the Easement,;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".
3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.
4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject

Property on which the Improvements are constructed within the Easement, to indemnify District and hold it harmless from any liability, claims, losses, damages and expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement. Property Owners agree to indemnify District from any and all liability, claims, loss, damage and expenses District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.

5. Property Owners shall on the Easement and lake/water body property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the Easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake/water body as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake/water body resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement.

8. Property Owners agree that in the event District requires the use of the Easement in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Property Owners agree that if it is necessary for District to restore the Easement, lake bank and/or any part of the Improvements, and/or to remove and/or replace any part of the Improvements, that Property Owners will reimburse District for any and all

costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

10. Notwithstanding the provisions of Paragraph No. 8 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owners for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the improvements or assist District in the work necessary to alleviate said emergency condition or situation.

11. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, lake bank or Improvements shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon 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 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.

12. Property Owners by signing this Agreement acknowledge that District is only permitting occupancy of the Easement by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

13. Property Owners further acknowledge that the Improvements will be or have been constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

14. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

15. 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

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property;

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

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

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

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

25. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

26. 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.

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

28. Property Owners acknowledge that they have read and understand this Agreement.

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

Signed, sealed and delivered

"DISTRICT" (South Broward Drainage District)

in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

NOTARY SEAL OR STAMP

Notary Public
State of Florida at Large:

By: _____
SCOTT HODGES, CHAIRPERSON

Attest:
By: _____
ROBERT E GOGGIN, IV SECRETARY

"Property Owner(s)"

Witness Signature

By: _____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

EXHIBIT "2"

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

PERMIT AGREEMENT WITH VARIANCE
(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON
PROPERTY OWNER'S PROPERTY AND ADJACENT LAKE/WATER BODY PROPERTY)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, FL 33331, and

_____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement, drainage easement, storage easement and/or other easement rights or permitting authority and which the District either maintains or has the right to maintain and which is hereinafter referred to as "Lake Property"; and

WHEREAS, District has established, in accordance with its Criteria Manual and rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement or other easement and/or other easement rights or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as

"Easement Improvements", within the Easement; and

WHEREAS, in addition to the construction of the Easement Improvements within the Easement, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____, hereinafter referred to as "Lake Improvements", within the Lake Property; and

WHEREAS, unless otherwise stated, the Easement Improvements and Lake Improvements are hereinafter collectively referred to as "Improvements"; and

WHEREAS, the District Board of Commissioners hereinafter referred to as "Board" approved a Variance Request for the Improvements on _____; and

WHEREAS, as a condition of the Variance approval and allowing construction of the Improvements within the Easement and Lake Property, District requires that certain minimum criteria be complied with and that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any condition of the District's permit to Property Owners or the District's rules, regulations and criteria, unless specifically provided for in this Agreement; and

WHEREAS, as a condition of the Variance approval and of allowing the Improvements to be constructed within the Easement and Lake Property. District requires that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, Property Owners agree to allow District employees, staff and representatives to access the Easement and adjacent Lake Property through and across the side yards of the Subject Property from the road or street right-of-way adjacent to Subject Property. Said access shall be at reasonable times and District shall give notice to Property Owners as is reasonable under the circumstances that access is required by the District; and

WHEREAS, District Board has determined and approved by South Broward Drainage District Resolution No. 2012-09 that Property Owners within the District that obtain a Variance approval from the Board may obtain a permit without further Board approval for construction of approved Improvements within the District's easements and adjacent lake property so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and pay for all associated legal costs, and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for an approval to permit the construction of the Easement Improvements within the Easement and the Lake Improvements within the Lake Property;

NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars (\$10.00) and other good and valuable con-

siderations from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and Property Owners, each intending to be legally bound, do hereby represent, warrant and covenant and agree as follows:

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

2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement and Lake Property, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".

3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.

4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement and Lake Property, to indemnify District and hold it harmless from any liability, claims, losses, damages and expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and Lake Property and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and Lake Property. Property Owners agree to indemnify District from any and all liability, claims, loss, damage and expenses District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.

5. Property Owners shall on the Easement and Lake Property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement and Lake Property, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Lake Property and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage

to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement and Lake Property.

8. Property Owners agree that in the event District requires the use of the Easement or Lake Property in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Notwithstanding the provisions of the previous paragraph, Property Owners agree that in the event the District shall have a reasonable permanent use of the Easement or Lake Property, that within thirty (30) days notice by District, Property Owners, their successors, assigns and heirs, shall remove the Easement or Lake Improvements approved by this agreement. In this event, the lake bank and/or lake maintenance easement and/or lake/water body shall be restored to its original condition or District criteria as it exists on the date of this Agreement. Notwithstanding the foregoing, in the event there is not a permanent need for said property but there is a temporary basis which need is reasonable for reasonable use of the Easement or Lake Property, District shall use all reasonable means to avoid the necessity of removing any part of the Easement or Lake Improvements. If after attempts to use said property temporarily without removing the Easement and Lake Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient, then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject Property, Property Owners, their successors, assigns or heirs shall remove so much of the Easement or Lake Improvements as may be reasonably necessary to permit District to effectuate the temporary use. Thereafter, and upon notice from District that said temporary need or use has been fulfilled and is no longer necessary, Property Owners, their assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements which were removed as may be reasonably necessary, so long as the construction necessary to complete replacement of the Easement and/or Lake Improvements complies with District's criteria and requirements of this Agreement.

10. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Easement or Lake Improvements constructed pursuant to this Agreement and to restore the lake bank and/or maintenance easement and/or lake, that Property Owners, their successors, assigns and heirs will reimburse District for any and all costs incurred to effect said removal and restoration, including attorneys' fees and costs expended in connection with such removal and restoration.

11. Property Owners agree that if it is necessary for District to restore the Easement, Lake Property, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the Easement or Lake Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

12. Notwithstanding the provisions of Paragraph No. 8 and 9 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owners for any damage which may occur to the Improvements. In this event, District agrees

to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the improvements or assist District in the work necessary to alleviate said emergency condition or situation.

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this Agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Easement or Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon 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 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.

14. Property Owners by signing this Agreement acknowledge that District is only permitting occupancy of the Easement and Lake Property by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

15. Property Owners further acknowledge that the Improvements will be or have been constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

16. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owners shall not replace same without approval of the District.

17. 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

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property.

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated.

Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

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

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

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

27. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

28. 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.

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

30. Property Owners acknowledge that they have read and understand this Agreement.

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, Chairperson

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E. GOGGIN IV, Secretary

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

"Property Owner(s)"

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By:

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

MEMORANDUM

DATE: July 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Proposed Resolution No 2012-10

Comments:

Proposed Resolution 2012-10 allows SBDD to enter in an Agreement with property owners who request a permit for placement and construction of currently allowed/permitable improvements in SBDD easements and/or lakes/water bodies owned by SBDD without additional approval from the SBDD Board of Commissioners (Board). The proposed Resolution includes two standard Agreements: (1) an Agreement for improvements on a property owner's property only, attached as Exhibit "1" to the Resolution; and (2) an Agreement for improvements on a property owner's property and on adjacent lake/water body property, attached as Exhibit "2" to the Resolution. Both Agreements have been reviewed by the District Attorney.

The currently allowed/permitable improvements (See Section 9 of Criteria Manual) require that the property owner enter into an Indemnification and Hold Harmless Agreement with the District. The above noted agreements would cover this requirement. Any substantive changes to the standard agreements will require Board approval.

Any improvements covered under this Resolution would currently be permitted by SBDD without further Board action and must meet the current SBDD Criteria.

Proposed Resolution No. 2012-10 would supersede SBDD Resolution No. 92-7, which granted SBDD a similar authority under the criteria that was in place in 1992. In 1992 any improvement within a lake maintenance easement (LME) and within lake/water body property required a variance. Resolution 92-7 authorized SBDD to issue permits and enter into agreements for these types of improvements, provided that certain requirements were met (as outlined in the Resolution). Since that time, the SBDD Criteria Manual has been updated to allow improvements in LME's, other easements, and lake/water body property owned by the SBDD without a variance. Proposed Resolution 2012-10 conforms to the current SBDD Criteria and practices.

Any improvements constructed as part a variance approval would be covered under proposed Resolution No. 2012-09.

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2012-10**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO AGREEMENTS WITH PROPERTY OWNERS WHO REQUEST A PERMIT FOR PLACEMENT AND CONSTRUCTION OF IMPROVEMENTS, WHICH DO NOT REQUIRE BOARD OF COMMISSIONERS APPROVAL, IN OR OVER ANY LAKE MAINTENANCE EASEMENT, DRAINAGE EASEMENT, LAKE EASEMENT, FLOWAGE EASEMENT, STORAGE EASEMENT OR ANY OTHER EASEMENT DEDICATED TO THE DISTRICT, OR FOR PLACEMENT AND CONSTRUCTION OF IMPROVEMENTS IN OR OVER ANY LAKE PROPERTY OR OTHER PROPERTY OWNED BY THE DISTRICT OR OVER PROPERTY THE DISTRICT HAS PERMITTING AUTHORITY SO LONG AS THE PROPERTY OWNERS ENTER INTO AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WITH DISTRICT INDEMNIFYING DISTRICT FROM ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE AND EXPENSES DISTRICT MAY INCUR AS THE RESULT OF ALLOWING SAID IMPROVEMENTS TO BE CONSTRUCTED WITHIN SAID DISTRICT'S EASEMENTS OR WITHIN PROPERTY OWNED BY THE DISTRICT OR OVER PROPERTY THE DISTRICT HAS PERMITTING AUTHORITY; AUTHORIZING DISTRICT TO ENTER INTO SAID AGREEMENTS WITHOUT FURTHER BOARD APPROVAL; 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

WHEREAS, the District Board of Commissioners, hereinafter referred to as "Board" has previously established and approved a Regulations, Standards, Procedures and Design Criteria Manual, hereinafter referred to as "Criteria Manual" which established regulations, standards, procedures and design criteria for constructing improvements within the District; and

WHEREAS, from time to time, property owners within the District, hereinafter referred to as "Property Owners", request the District to approve construction of certain improvements, which do not require further Board approval, within or over easement areas dedicated to the District, the underlying property being owned by said Property

Owners, hereinafter referred to as "Easements" and/or within or over lake areas or other water bodies owned by the District or over which the District has permitting authority that lie adjacent to Property Owners property (hereinafter referred to as "Lake Property"); and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement, or any other easement dedicated to the District hereinafter referred to as "Easement Areas", or over Lake Property owned by the District or property over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, the Section 9 of the Criteria Manual regulates "Permitted Uses within Lakes, Canals, other Water Bodies and Easement Areas"; and

WHEREAS, the Criteria Manual requires Property Owners to enter into an Indemnification and Hold Harmless Agreement with the District on permit applications for docks, decks, boat storage areas, electrical installations, bulkheads/seawalls and sprinkler intakes lines larger than 2" in diameter (hereinafter referred to as "Improvements") that are constructed within said Easement Areas, lake areas or other water bodies that are constructed within said Easements and/or Lake Property; and

WHEREAS, approval of the foregoing Improvements which comply with District criteria as determined by the District Director, do not require further Board approval; and

WHEREAS, the Criteria Manual requires Property Owners to obtain a permit from the District prior to constructing said Improvements within or over Easement Areas and within the Lake Property; and

WHEREAS, said Improvements must be in conformance with the Criteria Manual; and

WHEREAS, the District has previously determined that so long as the Property Owners agree to comply with District Criteria and enter into an indemnification and hold harmless agreement indemnifying the District from any and all liability, claims, losses,

damages and expenses arising out of construction of the approved Improvements within said Easements and Lake Property, that Property Owners may be allowed to obtain a permit and approval for construction of the Improvements; and

WHEREAS, that it is unlikely that the District will require removal of the Improvements constructed within the Easements so long as the District Director or Board of Commissioners determine that the Improvements will not impact or have a negative effect on District drainage operations, the Easements or the adjacent Lake Property; and

WHEREAS, the District has previously authorized the District to enter into agreements with Property Owners for construction of certain Improvements within Easements and Lake Property without further Board approval; and

WHEREAS, the District Attorney has prepared revised Agreements to be entered into between the District and Property Owners for the purpose of effecting the determination of the Board that certain Improvements can be placed within the District's Easements and Lake Property and that it is unlikely that District will require removal of said Improvements from the Easement. A true and correct copy of said Agreements are attached to this Resolution as Exhibit "1" and Exhibit "2"; and

WHEREAS, Exhibit "1" is for approval of Improvements located within Easements located on Property Owners property only and Exhibit "2" is for approval of Improvements within Easements located on Property Owners property and within the adjacent Lake Property; and

WHEREAS, nothing contained herein is to be construed or interpreted to apply to canal right-of-way, canal easements and/or canal maintenance easements for the District's primary canal system (hereinafter referred to as "Primary Canals"), and that no improvements shall be placed within or over the District's Primary Canals without prior approval from the District's Board of Commissioners; and

WHEREAS, a public hearing was held at 8:00 A.M. on Thursday, July 26, 2012 at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed

Agreements, attached hereto as Exhibit "1" and Exhibit "2" and authorizing the District to enter into the proposed Agreements with Property Owners upon certain conditions;

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

1. The foregoing statements are incorporated herein in their entirety as if fully stated herein.

2. That upon recommendation of the District Director, a permit may be issued to Property Owners of property adjacent to a lake/water body owned by the District and/or over which the District has a lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement or any other easement rights and which the District either maintains or has the right to maintain. In addition, the District is authorized to enter into an agreement with said Property Owners for construction of the proposed Improvements within the Easement so long as the Property Owners have provided all documents required by the District in the form acceptable to the District, have executed the applicable Agreement attached hereto as Exhibit "1" and Exhibit "2" and have paid the District's required fees and expenses associated with the approval and recording of the Agreement.

3. That the District is authorized to enter into the Agreements which are attached to this Resolution as Exhibit "1" and Exhibit "2" with Property Owners whose Improvements are authorized to be constructed within the District Easements and Lake Property described therein.

4. That so long as Property Owners provide all information required by District, the Agreement is executed by the Property Owners, filled out in its entirety by the Property Owner and all fees have been paid, and following approval by the District Director and without further action by the District Board of Commissioners, the applicable Agreement shall be executed in the name of the District by the Chairperson and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed or reproduced thereof.

5. After the applicable Agreement has been fully executed, the District

Director is authorized and directed to have the original signed Agreement recorded in the Broward County Public Records.

6. Notwithstanding the foregoing, if the District Director or Board of Commissioners determine that there is reasonable likelihood that the Easement in which the Improvements are proposed to be constructed in will be required by the District for drainage purposes or to maintain the facilities of the District, including, but not limited to the adjacent lake/water body and said activities may require removal of the Improvements from the Easement, the District shall not issue a permit provided by this Resolution and shall not enter into one of the Agreements attached hereto as Exhibit "1" and Exhibit "2". In this event, the Property Owner's permit request shall be denied and any further relief requested by the Property Owners, if any, may be submitted to the District's Board of Commissioners upon request by the Property Owners, at a regularly scheduled meeting of the District Board of Commissioners.

7. The District's Attorney and the District Director upon concurrence from the District Chairperson are authorized to agree to and make minor non substantive revisions to the Agreements.

8. The District Director is authorized to and shall revise the signature blocks for the Property Owners to be compatible with alternate forms of ownership including, but not limited to corporations, general and limited partnerships, limited liability company's, trusts, estates, etc. In this event, the District Director shall require the Property Owner(s) to submit documentation confirming that the person signing on behalf of the Property Owner(s) is authorized to sign on behalf of said Property Owner(s).

9. If one or more of the covenants, agreements or provisions of this Resolution, or the Exhibits hereto, or the procedures contained herein, shall be determined to be 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 Exhibits attached hereto, or the procedures contained herein.

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

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

ADOPTED AND DATED the _____ day of _____, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2012-10 was acknowledged before me this ____ day of _____, 2012 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2012.

(NOTARY SEAL OR STAMP)



Notary Public - State of Florida at Large

EXHIBIT "2"

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

PERMIT AGREEMENT
**(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON
PROPERTY OWNER'S PROPERTY AND ADJACENT LAKE/WATER BODY PROPERTY)**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, FL 33331, and _____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement, drainage easement, storage easement and/or other easement rights or permitting authority and which the District either maintains or has the right to maintain and which is hereinafter referred to as "Lake Property"; and

WHEREAS, District has established, in accordance with its Criteria Manual and rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement, or other easement and/or other easement rights or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as "Easement Improvements", within the Easement; and

WHEREAS, in addition to the construction of the Easement Improvements within the Easement, Property Owners desire an

approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____, hereinafter referred to as "Lake Improvements", within the Lake Property; and

WHEREAS, unless otherwise stated, the Easement Improvements and Lake Improvements are hereinafter collectively referred to as "Improvements"; and

WHEREAS, as a condition of allowing construction of the Improvements within the Easement and Lake Property, District requires that certain minimum criteria be complied with and that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, the District has determined that due to the method District utilizes in maintaining the lake/water body adjacent to Subject Property, it is unlikely that District will require the removal of the Easement Improvements from the Easement; and

WHEREAS, except as otherwise provided for in this Agreement, the District agrees to delete and rescind the right of District to require Property Owners to remove the Easement Improvements from the Easement; and

WHEREAS, the rescision of District's right to require removal of the Easement Improvements from the Easement on Subject Property is based on District's review of District's requirements and obligations to maintain the adjacent lake/water body and easements from the Easement located on Subject Property and is not to be construed or interpreted as a determination by District or change in policy or criteria of District that similar improvements constructed within District's easements located on other property adjacent to the lake or water body that Subject Property abuts or any other lake/water body within the District will not have to be removed in the event the District requires said removal for drainage purposes or to maintain the facilities of the District; and

WHEREAS, nothing contained herein is to be interpreted as rescinding District's right to require removal of the Lake Improvements from the Lake Property as provided by this Agreement; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any other condition of the District's permit to Property Owners or the District's rules, regulations and criteria, unless specifically provided for in this agreement; and

WHEREAS, as a condition of allowing the Improvements to be constructed within the Easement and Lake Property and rescinding District's right to require removal of the Easement Improvements, District requires that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, Property Owners agree to allow District employees, staff and representatives to access the Easement and adjacent Lake Property through and across the side yards of the Subject Property from the road or street right-of-way adjacent to Subject Property. Said access shall be at reasonable times and District shall give notice to Property Owners as is reasonable under the circumstances that access is required by the District; and

WHEREAS, District Board of Commissioners, hereinafter referred to as "Board" has determined and approved by South Broward Drainage District Resolution No. 2012-10 that Property Owners owning property adjacent to lakes and certain other water bodies

within the District may obtain a permit without Board approval for construction of certain Improvements within the District's easements and adjacent lake property so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District, and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for an approval to permit the construction of the Easement Improvements within the Easement and the Lake Improvements within the Lake Property and except as stated herein, to rescind District's right to require removal of the Improvements from the Easement;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement and Lake Property, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".
3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.
4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement and Lake Property, to indemnify District and hold it harmless from any liability, claims, losses, damages and expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and Lake Property and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and Lake Property. Property Owners agree to indemnify District from any and all liability, claims, loss, damage and expenses District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.
5. Property Owners shall on the Easement and Lake Property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the Easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.
6. Property Owners agree that during and following construction of the Improvements within the Easement and Lake

Property, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake/water body as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Lake Property and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement and Lake Property.

8. Property Owners agree that in the event District requires the use of the Easement or Lake Property in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Notwithstanding the provisions of the previous paragraph, Property Owners agree that in the event the District shall have a reasonable permanent use of the Easement or Lake Property, that within thirty (30) days notice by District, Property Owners, their successors, assigns and heirs, shall remove the Easement or Lake Improvements approved by this agreement. In this event, the lake bank, and/or lake maintenance easement and/or lake/water body shall be restored to its original condition or District criteria as it exists on the date of this Agreement. Notwithstanding the foregoing, in the event there is not a permanent need for said property but there is a temporary basis which need is reasonable for reasonable use of the Easement or Lake Property, District shall use all reasonable means to avoid the necessity of removing any part of the Easement or Lake Improvements. If after attempts to use said property temporarily without removing the Easement and Lake Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient, then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject Property, Property Owners, their successors, assigns or heirs shall remove so much of the Easement or Lake Improvements as may be reasonably necessary. to permit District to effectuate the temporary use. Thereafter, and upon notice from District that said temporary need or use has been fulfilled and is no longer necessary, Property Owners, their assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements which were removed as may be reasonably necessary. So long as the construction necessary to complete replacement of the Easement and/or Lake Improvements complies with District's criteria and requirements of this Agreement.

10. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Easement or Lake Improvements constructed pursuant to this Agreement and to restore the lake bank and/or maintenance easement and/or lake, that Property Owners, their successors, assigns and heirs will reimburse District for any and all costs incurred to effect said removal and restoration, including attorneys' fees and costs expended in connection with such removal and restoration.

11. Property Owners agree that if it is necessary for District to restore the Easement, Lake Property, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the Easement or Lake Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs

expended in connection with such removal, restoration and replacement.

12. Notwithstanding the provisions of Paragraph No. 8 and 9 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owners for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the Improvements or assist District in the work necessary to alleviate said emergency condition or situation.

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this Agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Easement or Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon 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 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.

14. Property Owners by signing this Agreement acknowledge that District is only permitting occupancy of the Easement and Lake Property by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

15. Property Owners further acknowledge that the Improvements will be or have been constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

16. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owners shall not replace same without approval of the District.

17. 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

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property.

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated.

Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by

facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

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

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

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

27. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

28. 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.

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

30. Property Owners acknowledge that they have read and understand this Agreement.

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, Chairperson

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E. GOGGIN IV, Secretary

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

"Property Owner(s)"

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

RESOLUTION NO. 92-7

PROVIDED FOR INFORMATIONAL PURPOSE ONLY

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION NO. 92-7

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO AGREEMENTS WITH PROPERTY OWNERS WHO REQUEST VARIANCES FROM THE DISTRICT'S CRITERIA FOR PLACEMENT AND CONSTRUCTION OF IMPROVEMENTS CONSTRUCTED IN OR OVER ANY LAKE MAINTENANCE EASEMENT, DRAINAGE EASEMENT, FLOWAGE EASEMENT OR OTHER PROPERTY OWNED BY THE DISTRICT OR OVER WHICH THE DISTRICT HAS PERMITTING AUTHORITY SO LONG AS THE PROPERTY OWNER ENTERS INTO AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WITH DISTRICT INDEMNIFYING DISTRICT FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE DISTRICT MAY SUFFER AS THE RESULT OF ALLOWING SAID IMPROVEMENTS TO BE CONSTRUCTED WITHIN THE DISTRICT'S EASEMENTS OR OTHER PROPERTY; AUTHORIZING DISTRICT TO ENTER INTO SAID AGREEMENTS WITHOUT FURTHER BOARD APPROVAL; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District is a political subdivision of the State of Florida, (hereinafter referred to as "District"), created by Chapter 67-904, Laws of Florida, as amended, and is charged with the responsibility of effecting drainage and water management within its geographical boundaries including maintenance of certain drainage facilities within its geographical boundaries; and

WHEREAS, District has established in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement or other property owned by the District over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, from time to time, property owners within the District request the District for a variance for the purpose of constructing improvements including, but not limited to, docks, pools, decks, fences and other structures and also that property owners not be required to remove said improvements; and

WHEREAS, District has previously authorized the District to enter into agreements with property owners for construction of certain improvements, within lake maintenance easements, drainage easements, flowage easements and other property owned by the District (hereinafter referred to as "Easements") within the District so long as property owners enter into an agreement previously approved by the District which required that

the Improvements be removed if District requested removal for effecting District drainage requirements and/or maintenance; and

WHEREAS, the District Board of Supervisors has determined that so long as the Property Owners agree to comply with certain minimum criteria established by the District and enter into a hold harmless agreement indemnifying the District from any and all claims, losses, damages and expenses arising out of construction of the approved improvements within said Easements that Property Owners may be allowed to obtain a permit and approval for construction of the Improvements and that District will not require removal of the Improvements so long as the District's Manager or Board of Supervisors determine that the District will not require removal of the Improvements for District drainage requirements or maintenance of the adjacent lake/water body; and

WHEREAS, the District's Attorney has prepared a revised Agreement to be entered into between the District and Property Owners for the purpose of effecting the determination of the Board that certain approved Improvements can be placed within the District's Easements and that District will not require removal of said Improvements . A true and correct copy of said proposed Agreement is attached to this Resolution as Exhibit "1"; and

WHEREAS, nothing contained herein is to be construed or interpreted to apply to canal right-of-way, canal easements and/or canal maintenance easements and the District's policy is that no improvements shall be placed within the canal right-of-way, canal easements and/or canal maintenance easements located within the District; and

WHEREAS, a public meeting was held at the offices of the South Broward Drainage District, located at 6591 S.W. 160th Avenue, Davie, Florida 33331, at 9:30 A.M. on Thursday, the 26th day of March, 1992 for the purpose of approving the proposed Agreement attached hereto as Exhibit "1" and authorizing District to enter into the proposed Agreement with property owners upon certain conditions;

NOW, THEREFORE, be it resolved by the Board of Supervisors 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 though set forth verbatim.
2. That upon recommendation by the District Manager that a variance/permit

be issued to property owners of property which is adjacent to a lake/water body owned by the District and/or over which the District has a lake maintenance easement, drainage easement, flowage easement, and/or other easement rights and which the District either maintains or has the right to maintain, the District is authorized to enter into an agreement with said property owners for construction of the proposed improvements within the Easement so long as the property owners have provided all documents required by the District in the form acceptable to the District, have executed the Agreement attached hereto as Exhibit "1" and have paid the District's required fees and expenses associated with the approval and recording of the Agreement.

3. That the District is authorized to enter into the Agreement which is attached to this Resolution as Exhibit "1" with property owners whose improvements are authorized to be constructed within the District Easements described therein.

4. That so long as Property Owners provide all information requested by District, the Agreement is executed by the property owner, filled out in its entirety by the property owner and all fees have been paid, and following approval by the District's Manager and attorney and without further action by the District Board of Supervisors, the Agreement shall be executed in the name of the District by the President and countersigned and attested to by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto or reproduced thereof.

5. After the Agreement has been fully executed, District's Attorney is authorized and directed to record the original signed Agreement in the Broward County Public Records.

6. Notwithstanding the foregoing, if the District's Manager or Board of Supervisors determine that there is a reasonable likelihood that the Easement which the Improvements are proposed to be constructed in will be required by the District for drainage purposes or to maintain the facilities of the District, including but not limited to the adjacent lake/water body and said activities of District may require removal of the Improvements from the Easement, the District shall not issue a permit or variance provided by this Resolution and shall not enter into the Agreement attached hereto as Exhibit "1". In this event, the Property Owners' permit/variance request shall be denied and any further relief requested by the Property Owners, if any, may be submitted to the District Board of Su-

pervisors upon request by the Property Owners, at the next regularly scheduled meeting of the District Board of Supervisors.

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

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

IN WITNESS WHEREOF, the President of the Board of Supervisor of the South Broward Drainage District has hereunto set his hand and the Secretary of the Board of Supervisors of the South Broward Drainage District has caused to be set its seal.

ADOPTED and DATED the 26th day of March, 1992.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: *Leonard Miller*
Leonard Miller, President

Attest: *Ronald E. Corbitt, Jr.*
Ronald E. Corbitt, Jr., Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution was acknowledged before me this 26th day of March, 1992, by LEONARD MILLER and RONALD E. CORBITT, JR., as President 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 and did take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this 26th day of March, 1992.

Douglas R. Bell
Notary Public:

My Commission Expires:

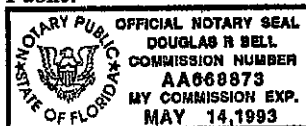


EXHIBIT "1" TO
SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION NO. 92-7

SBDDXXX.AG2
4/28/82

AGREEMENT
(FOR IMPROVEMENTS WITHIN EASEMENTS
LOCATED ON PROPERTY OWNERS PROPERTY ONLY)

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", and _____ and _____ hereinafter referred to as "Property Owners".

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement and/or other easement rights and which the District either maintains or has the right to maintain; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire a variance from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as "Improvements"), within the Easement; and

WHEREAS, as a condition of approval of the Improvements within the Easement, District requires that certain minimum criteria be complied with and that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements are permitted within the Easements, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, the District has determined that due to the method District utilizes in maintaining the lake/water body adjacent to Subject Property, that District will not require the removal of the Improvements from the Easement; and

WHEREAS, the District agrees to delete and rescind the right of District to require Property Owner to remove the Improvements from the Easement; and

WHEREAS, the rescission of District's right to require removal of the Improvements from the Easement on Subject Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and easements from the Easement located on Subject Property and is not to be construed or interpreted as a determination by District or change in policy or criteria of District that similar Improvements constructed within District's easements located on other property adjacent to the lake or water body that Subject Property abuts or any other lake within the District will not have to be removed in the event the District requires said removal for drainage purposes or to maintain the facilities of the District; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any other condition of the District's permit to property owners or the District's rules, regulations and criteria, unless specifically provided for in this agreement;

and

WHEREAS, as a condition of allowing the improvements to be constructed within the Easement and rescinding District's right to require removal of the Improvements, District requires that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, District has determined and approved by South Broward Drainage District Resolution No. 92-7 that Property Owners owning property adjacent to lakes and certain other water bodies within the District may obtain a permit without Board approval for construction of Improvements within the District's easements so long as the Improvements comply with all of the following criteria:

A. Property Owners shall submit a copy of warranty deed or other acceptable document stating that Property Owners are the owners of Subject Property.

B. Property Owners shall submit a current survey dated no earlier than one (1) year prior to submittal date of the permit/approval request unless the District's Manager determines that a current survey is not required. This survey, if required, shall show for the Easement and Subject Property at a minimum, the following data:

- i. Edge of water on date of survey.
- ii. Elevation of water on date of survey and water control elevation for the affected water body.
- iii. Drawings, plat or other acceptable documentation for all platted and recorded easements

according to the Broward County Public Records within ten (10) feet of the proposed Improvements.

iv. All structures located on or within the Easement which the Improvements are proposed to be constructed within.

v. All underground drainage culverts and other utilities which have been constructed within the Easement.

vi. Top of bank for adjacent lake with elevation of top of bank.

C. Property Owners shall submit a sketch of the proposed Improvements which shows the Subject Property and Easement.

D. The Improvements must further comply with the following criteria:

i. No encroachments of the Improvements shall be allowed over any platted and/or recorded easements, except as provided by this agreement and shown on the attached drawing/sketch.

ii. Only material approved by the Broward County edition of the South Florida Building Code or the applicable local government (Broward County or City Improvements are located) and the District will be allowed for the Improvements.

iii. If required by the District, the County or City that the Improvements are located in must sign off or approve the structural integrity of the Improvements to be in accordance with the County or City building code.

iv. If required by the District, Property Owner shall submit for review and approval an engineering report and drawings which describe and show how the Improvements will be constructed and what precautions are being taken to prevent the Improvements from adversely affecting the District's drainage system.

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for a variance to permit the construction of the Improvements within the easement and to rescind District's right to require removal of the Improvements;

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

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

2. District agrees to issue permits and a variance to Property Owners permitting construction of Improvements within

the Easement, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this agreement as Exhibit "B".

3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.

4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement, to indemnify District and hold it harmless from any claims, losses, damages or expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement. Property Owners agree to indemnify District from any and all liability, loss or damage District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.

5. Property Owners shall on the Easement and lake property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement.

8. Property Owners agree that in the event District requires the use of the Easement in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Property Owners agree that if it is necessary for District to restore the Easement, lake bank and/or any part of the Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said restoration, including attorneys' fees and costs expended in connection with such restoration.

10. Notwithstanding the provisions of Paragraph No. 8 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition

or situation without being liable to the Property Owner for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the Improvements or assist District in the work necessary to alleviate said emergency condition or situation.

11. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, take back or Improvements shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon 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 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.

12. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the Easement by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

13. Property Owners further acknowledge that the improvements will be constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

14. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Supervisors. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

15. 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 Manager,
6591 S.W. 180th Avenue
Davie, Florida 33331

with copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 601
800 East Broward Boulevard
Ft. Lauderdale, Florida 33301

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property.

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, telegraph or private courier, but shall be deemed to have been given when received.

16. 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.

17. 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.

18. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective

heirs, personal representatives, successors, assigns and grantees.

19. 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.

20. 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.

21. This agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

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

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

24. 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.

25. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

26. 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.

27. This agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Print Witness Name:

By: _____
Leonard Miller, President

Print Witness Name:

Attest:

Ronald E. Corblitt, Jr., Secretary

Signed, sealed and delivered
in the presence of:

"Property Owners"

Print Witness Name:

Print Property Owner Name:

Print Witness Name:

Print Witness Name:

Print Property Owner Name:

Print Witness Name:

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by Leonard Miller and Ronald E. Corbitt, Jr., as President 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 and did take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 19____.

Notary Public:
State of Florida at Large

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF)
)§
COUNTY OF)

The foregoing Agreement was acknowledged before me this _____ day of _____, 19____ by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as Identification) and who did (did not) take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 19____.

Notary Public:
State of Florida at Large

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF)
)§
COUNTY OF)

The foregoing Agreement was acknowledged before me this _____ day of _____, 19____ by _____ as Property Owner(s), who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as Identification) and who did (did not) take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 19____.

Notary Public:
State of Florida at Large

Typed, printed or stamped name of Notary Public

My Commission Expires:

MEMORANDUM

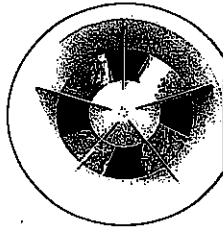
DATE: July 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Transfer Funds from SBDD Capital Improvements Committed Account to the SBDD General Operating Account

Comments:

SBDD recently completed the CIP project to convert two pumps from oil lubrication to water lubrication in the amount of \$30,544.00. This project included the conversion of the #1 pump at the S-7 pump station and the #4 pump at the S-1 pump station and was previously approved by the Board with funding through the Capital Improvement Committed Account.

This is to request approval to transfer \$30,544.00 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account to fund the CIP project to convert two pumps from oil lubrication to water lubrication.

KH
Attachments



FPI PUMPS, INC.

QUALITY SINCE 1937

RECEIVED
JUN 19 2012
BY: _____

Invoice

Date	Invoice #
6/15/2012	12-2127

Bill To
South Broward Drainage District 6591 S.W. 160 Ave. Southwest Ranches, FL 33331

Ship To
South Broward Drainage District 6591 S.W. 160 Ave. Davie, FL 33331

P.O. Number	Terms	Rep	Ship	Via	FOB	Project
	Due on receipt	GH	6/15/2012		Jobsite	

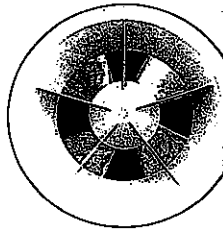
Quantity	Item Code	Description	Price Each	Amount
1	PUMP REPAIR	Re: Project Name- Stormwater Pump Modification-Convert from oil to water lubrication. Pump Station S-1 (#4Pump) Make Couch Pump 42" 47,500 GPM (SN 6301) * Complete of all "Scope of work" per contract.	13,148.00	13,148.00
1	PUMP REPAIR	Additional work as approved in Change Order #2 * Weld repair of numerous deep corrosion pits on the suction bell, wear ring & discharge Venturi; * Remove the tabs that are remnants of the suction bar screen. * Fill in the missing welds under the baseplate where it meets the column.	625.00	625.00

*S-1 pump station
4 pump*

Fund _____
OK By _____
Date 7-2-12
Acct. # 1795-1B
Posted _____

*CONVERSION OF OIL COOLED
TO WATER LUBRICANT*

Total	USD 13,773.00
--------------	---------------



FPI PUMPS, INC.

QUALITY SINCE 1937

RECEIVED
MAY 21 2012
BY: _____

Invoice

Date	Invoice #
5/18/2012	12-2114

Bill To
South Broward Drainage District 6591 S.W. 160 Ave. Southwest Ranches, FL 33331

Ship To
South Broward Drainage District 6591 S.W. 160 Ave. Davie, FL 33331

P.O. Number	Terms	Rep	Ship	Via	FOB	Project
	Due on receipt	GH	5/18/2012		Jobsite	

Quantity	Item Code	Description	Price Each	Amount
1	PUMP REPAIR	Re: Project name- Stormwater Pump Modification- Convert from oil to water lubrication. Pump Station S-7 (#1 Pump) Make G&H Pumps 42"-50,000 GPM (SN AH2988) * Completion of all "Scope of work" per contract.	13,148.00	13,148.00
1	PUMP REPAIR	Additional work approved in change order #1. * Sand blast and apply epoxy coats per bid Alternate No. 2. \$600.00 * Install new propeller per bid Alternate No. 3 \$2,548.00 * Weld and repair various cracks in pump. \$475.00 <i>S-7 pump station # 1 pump</i> Fund <u>CIP</u> OK By <u>[Signature]</u> Date <u>5-29-12</u> Acct. # <u>1795.1B</u> Posted <u>[Signature]</u>	3,623.00	3,623.00
<i>PUMP STATION UPGRADES - CONVERSIONS FROM OIL TO WATER LUBRICATION (CIP)</i>				

Total USD 16,771.00

814 Hammondville Road • Pompano Beach, FL 33060 • (954) 946-3066 • Fax (954) 946-3111
 sales@fpipumps.com • www.fpipumps.com

FINAL BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT

**CONVERSION OF STORMWATER PUMPS FROM OIL TO WATER
LUBRICATION AT THE S-1 & S-7 PUMP STATIONS IN MIRAMAR**

Thursday, February 09, 2012

COMPANY NAME	BASE BID AMOUNTS			COMMENTS
	BASE BID LOC. 1	BASE BID LOC. 2	TOTAL BASE BID FOR BOTH LOCATIONS	
FPI Pumps, Inc.	\$13,148.00	\$13,148.00	\$26,296.00	AWARDED 3/29/12
Moving Water Industries (MWI Corporation)	\$16,285.00	\$16,285.00	\$32,570.00	

COMPANY NAME	ALTERNATE BID AMOUNTS		
	ALT. BID # 1	ALT. BID # 2	ALT. BID # 3
FPI Pumps, Inc.	\$600.00	\$600.00	\$2,548.00 PER PUMP
Moving Water Industries (MWI Corporation)	\$600.00	\$600.00	\$2,875.00 PER PUMP

****MEMORANDUM****

DATE: July 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Re-Investment of District Funds

Comments:

The following investment funds are scheduled to mature during the month of August, 2012:

- | | |
|---------------------------------------|--------------------------|
| 1. Israel Bonds - \$990,000 | Maturity Date - 8/1/2012 |
| 2. Tristate Capital Bank CD - 247,500 | Maturity Date - 8/4/2012 |

Upon maturity of these investments, the District will have approximately \$1,237,500 of cash-on-hand. The actual amount of cash-on-hand will depend upon the final payout amount from the CD investment fund.

On July 17, 2012, the Finance and Investment Committee met to discuss the District options for re-investing the cash-on-hand that will be available after 8/4/12. The recommendation from the Finance and Investment Committee is to re-invest these funds as follows:

- \$500,000 in Israel Bonds (3-year bond)
- \$247,500 in a 12-month CD
- \$247,500 in an 18-month CD
- \$242,500 in a 24-month CD

The new CDs would be purchased under the best terms and interest rates available. Current rates range from +/- 0.20% for a 12-month CD to +/- 0.90% for a 24-month CD. The current rate for a 3-year Israel Bond is 1.36%.

This is to request approval to re-invest the monies that will become available in August 2012 from two maturing investment funds as follows: purchase a 3-year Israel Bond in the amount of \$500,000; purchase a 12-month CD in the amount of \$247,500 under the best terms and interest rate available; purchase an 18-month CD in the amount of \$247,500 under the best terms and interest rate available; and purchase a 24-month CD in the amount of \$242,500 under the best terms and interest rate available.

KH
Attachment

ITEM # 05

**SOUTH BROWARD DRAINAGE DISTRICT
2012/2013 FISCAL YEAR BUDGET**

****MEMORANDUM****

DATE: July 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: 2012/2013 Draft Budget

Comments:

Attached for the Board's review and discussion is the 2012/2013 Draft Budget.

The total proposed budget for fiscal year 2011/2012 is \$3,346,670, which represents a 7.5% increase from the previous year. I am not recommending any changes to the current assessment rates.

The increase in the proposed budget is attributed to an increase in Budget Line Item No. 1408 – "Appropriation of Fund Balance", which includes \$357,531 for the "Basin 3 Drainage Improvements" covered under the District's Agreement with Duke Realty. The revenue for these improvements was received in 2012, and is therefore reflected as an Appropriation of Fund balance in next year's proposed budget. The corresponding Expense item is shown under Budget Line Item No. 1781 – "Basin 3 Drainage Improvements" for the same \$357,531 total.

Other revenue sources have been adjusted to reflect the estimated income for the upcoming fiscal year. Proposed tax revenues for 2012/2013 are basically the same as for 2011/2012 (less than a 0.1% increase). With the exception of the Appropriation of Fund Balance associated with the Basin 3 Drainage Improvements noted above, revenues are projected to decrease by \$124,464 or 4% from last year's budget.

The current level of District operations, maintenance, and repairs is projected to remain constant for the next fiscal year. Budgeted expenses for fiscal year 2012/2013 are consistent with expenses for 2011-2012.

Areas of notable adjustments to 2012/2013 expenses include:

- "Professional Fees" have been reduced due to a decrease in the budget for Consulting fees as SBDD is able to perform many of these services in-house.
- "Insurance" expenses are lower due to lower than projected Health Insurance coverage for the current fiscal year. The proposed budget does include an increase in all insurance costs from "actual" insurance costs for the current fiscal year.

- “Office & Administration” costs have been lowered slightly to reflect historical expenses.
- “Repairs and Maintenance” costs are slightly lower with the following adjustments:
 - “Buildings and Grounds” has been decreased based on projected costs for 2012/2013.
 - “Fuel/Oil - Pump Stations” costs have been increased, based on historical and projected use.
 - “Sanitation” costs have been increase to account for renewed Waste Management services due to the relocation of the SW Ranches Town Hall.
 - “Telemetry” costs have been reduced, based on projected costs for 2012/2013.
- “Facilities Repair, Replacement & Upgrades” costs have been decreased slightly based on projected costs for 2012/2013.
- “Aquatic Plant Management & Water Analysis” costs are remaining the same.
- “Equipment Purchases, Replacement & Upgrades costs have been decreased based on projected costs for 2012/2013, and includes the purchase of a new mechanics truck as a carry-over from 2011/2012.

I am happy to answer any questions or provide whatever additional information is requested as it relates to the draft budget for fiscal year 2011/2012.

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
2012-2013 DRAFT BUDGET
7/19/2012**

	DESCRIPTION/CATEGORY	2012-2013
		Budget
	REVENUES	
1402	MAINT./ADM. TAX REVENUE	3,056,513
1404	PERMIT FEES	20,000
1405	5 YR RECERTIFICATION PROGRAM STARTING FY 10/11	20,000
1406	RESIDENTIAL & LOS PERMIT FEES	10,000
1408	APPROPRIATION OF FUND BALANCE	385,321
1410	INTEREST	25,000
1412	BROWARD CTY COLLECTION FEE 2%	-61,130
1414	DISCOUNTS (EARLY TAX PAYMENTS)	-110,034
1416	MISCELLANEOUS INCOME	1,000
	TOTAL INCOME	3,346,670
	EXPENSES	
	SALARIES/WAGES	
1501	ADMINISTRATION/OFFICE	303,283
1503	BOARD OF COMMISSIONERS	37,800
1505	FIELD OPERATIONS	467,334
1506	ENGINEERING/INSP/PERMITTING	226,976
1507	PAYROLL TAXES/FICA	84,180
1509	PENSION/FRS	57,816
1513	PAYROLL-OTHER	65,000
	PROFESSIONAL FEES	
1520	ACCOUNTING/AUDIT FEES	25,000
1535	ENG. FEES/SPEC. PROJECTS/CONSULTING	20,000
1540	LEGAL FEES	70,200
1543	LEGAL/SPECIAL PROJECTS	60,000
1544	OTHER	1,000
	INSURANCE	
1550	COMMERCIAL PROPERTY PKG.	42,000
1555	GENERAL/ EXCESS LIABILITY	46,200
1560	GROUP HEALTH/LIFE/DENTAL/VISION	355,000
1570	WORKER'S COMPENSATION	23,000

**SOUTH BROWARD DRAINAGE DISTRICT
2012-2013 DRAFT BUDGET
7/19/2012**

	DESCRIPTION/CATEGORY	2012-2013
		Budget
	GENERAL OFFICE	
1575	ADVERTISING	7,500
1585	COMPUTER SUPPLIES/UPGRADES	10,100
1590	DUES/SUBSCRIPTIONS	5,400
1600	FPL/ELECTRIC	14,000
1603	GAS (LP)/AUXILIARY SERVICE	5,000
1605	JANITORIAL SERVICE	2,000
1610	LICENSES & FEES	900
1615	MAINTENANCE CONTRACTS	6,000
1620	UNIFORMS	3,500
1625	OFFICE SUPPLIES/POSTAGE	4,000
1630	PAYROLL SERVICE	2,900
1635	PRINTING/STATIONERY, DISPLAYS	1,800
1640	PUBLIC RECORDS	6,000
1645	TELEPHONES/MISC.COMMUNICATION	14,000
1650	WATER/SEWER	3,000
	REPAIRS & MAINTENANCE	
1655	BUILDINGS/GROUNDS	35,000
1660	EQUIPMENT RENTAL/OUTSIDE SERVICE	5,000
1665	EQUIPMENT/VEHICLES/BOATS	24,000
1670	FUEL/OIL-PUMP STATIONS	65,000
1675	FUEL/OIL-VEHICLES/EQUIPMENT	45,000
1677	SPILL CONTAINMENT MATERIALS	5,000
1680	JANITORIAL SUPPLIES	1,000
1683	HURRICANE PREPAREDNESS SUPPLIES	1,500
1685	LANDSCAPING/MOWING/CLEARING	25,000
1690	PHOTOGRAPHY/SUPPLIES	350

**SOUTH BROWARD DRAINAGE DISTRICT
2012-2013 DRAFT BUDGET
7/19/2012**

	DESCRIPTION/CATEGORY	2012-2013
		Budget
1695	PUMP STATIONS & CONTROL STRUCTURES	50,000
1700	SAFETY/SCUBA/INSPECTION EQUIP.	2,500
1705	SANITATION/EXTERMINATION	5,000
1710	SMALL TOOLS/SHOP SUPPLIES	9,000
1715	WATER RECORDERS/ELEV.GAUGES/TELEMETRY	8,000
	FACILITIES REPAIR, REPLACEMENT & UPGRADES	
1720	CANAL/SWALE RENOVATIONS/CLEANING	30,000
1725	CULVERT INSPECTIONS AND CLEANING	55,000
1730	CULVERT REPAIR/FLAPPER GATES	25,000
1735	ENDWALL REPAIR	5,000
1740	EROSION CONTROL	60,000
1745	GATES/BARRIERS/FENCES/SIGNS	5,000
1747	OUTFALL STRUCTURES/WEIRS	2,000
1750	TRASH RACKS/PILINGS/TANKS/PAINTING	10,000
1755	TREE REMOVAL	40,000
	AQUATIC PLANT MANAGEMENT & WATER ANALYSIS	
1765	HERBICIDES	384,000
1770	TRIPLOID CARP/FISH GUARDS/MAINT	40,000
1775	WATER TESTING	8,000
1780	MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	12,900
1781	BASIN 3 DRAINAGE IMPROVMENTS	357,531
1785	EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	50,000
1797	CONTINGENCY/MISCELLANEOUS EXPENSE	10,000
	TOTAL EXPENSES	3,346,670

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N^o 2012-11

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT APPROVING THE TENTATIVE BUDGET OF THE SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2012/2013, APPROVING THE TENTATIVE ASSESSMENT RATES FOR TAXATION OF REAL PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PROVIDING FOR A PUBLIC WORKSHOP AND 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 2012/2013 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 rate for taxation and assessment of real property lying within the boundaries of the District for fiscal year 2012/2013 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 9:00 A.M. on Thursday, July 26, 2012, for the purpose of tentatively approving the proposed budget and approving the assessment rates for the fiscal year 2012/2013;

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

1. The District's budget as submitted to the Board of Commissioners of the South Broward Drainage District for the fiscal year 2012/2013, a copy of which is attached hereto as Exhibit "A" is tentatively approved as proposed.

2. The assessment rates for taxation and assessment of real property lying within the boundaries of the District for fiscal year 2012/2013 as stated in Exhibit "B" to

this resolution tentatively approved as proposed.

3. That a public workshop on the budget and assessments of the South Broward Drainage District for fiscal year 2012/2013 shall be held at 7:00 P.M. on Thursday, September 13, 2012 at the office of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331.

4. A public hearing shall be held on the budget as approved and on the assessment rates as approved which will be held on Thursday, September 27, 2012, at 9:00 A.M. at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331.

5. The District's Director or attorney shall prepare a notice of the September 13, 2012 public workshop on the budget and assessment rates, 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 workshop.

6. The District's Director or attorney shall prepare a notice of the September 27, 2012 public hearing on the budget and assessment rates, 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.

7. The notice of the public workshop and the notice of public hearing on the budget and assessment rates shall be directed to all landowners of the District, and shall state the purpose of the meetings and shall contain a designation of the date, time and place of the public workshop and 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.

8. At the conclusion of the budget hearing to be held on September 27, 2012, 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.

9. 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, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N^o 2012-11 was acknowledged before me this _____ day of July, 2012, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of July, 2012.

Notary Public - State of Florida at Large

[NOTARY SEAL OR STAMP]

**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012
AND ENDING SEPTEMBER 30, 2013**

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	\$24.00	\$24.00
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	\$24.00	\$24.00
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, 2012
AND ENDING SEPTEMBER 30, 2013**

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	\$24.00	\$24.00
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
8M	\$0.00	\$0.00
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	\$24.00	\$24.00
9I	\$31.00	\$31.00
UI	\$24.00	\$24.00
9J	\$31.00	\$31.00
UJ	\$24.00	\$24.00
9K	\$31.00	\$31.00
UK	\$24.00	\$24.00
9L	\$31.00	\$31.00
9M	\$31.00	\$31.00

**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012
AND ENDING SEPTEMBER 30, 2013**

9N	\$31.00	\$31.00
9P	\$31.00	\$31.00
9Q	\$31.00	\$31.00
UQ	\$24.00	\$24.00
9R	\$31.00	\$31.00
9S	\$31.00	\$31.00
9T	\$31.00	\$31.00
UT	\$24.00	\$24.00
9U	\$64.00	\$64.00
9V	\$0.00	\$0.00
9W	\$0.00	\$0.00
9X	\$0.00	\$0.00
9Y	\$0.00	\$0.00
9Z	\$0.00	\$0.00
UZ	\$0.00	\$0.00
10 (BA)	\$24.00	\$24.00
AA	\$31.00	\$31.00
JA	\$24.00	\$24.00
AC	\$64.00	\$64.00
JC	\$24.00	\$24.00
AZ	\$0.00	\$0.00
JV	\$0.00	\$0.00
AD	\$64.00	\$64.00
JD	\$24.00	\$24.00
AE	\$64.00	\$64.00
JE	\$24.00	\$24.00
AF	\$64.00	\$64.00
JF	\$0.00	\$0.00
AG	\$31.00	\$31.00
JG	\$24.00	\$24.00
JZ	\$64.00	\$64.00
AH	\$31.00	\$31.00
JH	\$24.00	\$24.00
AI	\$31.00	\$31.00
JT	\$24.00	\$24.00
AJ	\$31.00	\$31.00
JJ	\$24.00	\$24.00
AK	\$31.00	\$31.00
JK	\$24.00	\$24.00
AL	\$31.00	\$31.00
AM	\$31.00	\$31.00
JM	\$24.00	\$24.00
AN	\$31.00	\$31.00
AP	\$31.00	\$31.00
JP	\$24.00	\$24.00
AQ	\$0.00	\$0.00
AR	\$64.00	\$64.00
AT	\$0.00	\$0.00

**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012
AND ENDING SEPTEMBER 30, 2013**

AV	\$64.00		\$64.00
11 (BB)	\$21.50		\$21.50
VV	\$24.00		\$24.00
VK	\$64.00		\$64.00
12 (BC)	\$31.00		\$31.00
CV	\$24.00		\$24.00
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
PROPOSED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013**

	TOTAL
SALARIES/WAGES:	
1501. ADMINISTRATIVE/OFFICE	\$303,283
1503. BOARD OF COMMISSIONERS	\$37,800
1505. FIELD OPERATIONS	\$467,334
1506. ENGINEERING/INSPECTIONS/PERMITTING	\$226,976
1507. PAYROLL TAXES/FICA	\$84,180
1509. PENSION/FRS	\$57,816
1513. OTHER	\$65,000
TOTAL	\$1,242,389
PROFESSIONAL FEES:	
1520. ACCOUNTING/AUDIT FEES	\$25,000
1535. ENGR.FEES/SPECIAL PROJECTS/CONSULTING	\$20,000
1540. LEGAL FEES	\$70,200
1543. LEGAL FEES/SPECIAL PROJECTS	\$60,000
1544. OTHER	\$1,000
TOTAL	\$176,200
INSURANCE:	
1550. COMMERCIAL PROPERTY PACKAGE	\$42,000
1555. GENERAL/EXCESS LIABILITY	\$46,200
1560. GROUP HEALTH/LIFE/DENTAL	\$355,000
1570. WORKERS COMPENSATION	\$23,000
TOTAL	\$466,200
OFFICE AND ADMINISTRATION:	
1575. ADVERTISING	\$7,500
1585. COMPUTER SUPPLIES/UPGRADES	\$10,100
1590. DUES/SUBSCRIPTIONS	\$5,400
1595. FLIGHT SERVICE	\$0
1600. FPL/ELECTRIC	\$14,000
1603. GAS (LP)/AUXILIARY SERVICE	\$5,000
1605. JANITORIAL SERVICE	\$2,000
1610. LICENSES, FEES & EMS SERVICE	\$900
1615. MAINTENANCE CONTRACTS	\$6,000
1620. MISCELLANEOUS/UNIFORMS	\$3,500
1625. OFFICE SUPPLIES/POSTAGE	\$4,000
1630. PAYROLL SERVICE	\$2,900
1635. PRINTING/STATIONERY/DISPLAYS	\$1,800
1640. PUBLIC RECORDS	\$6,000
1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS	\$14,000

EXHIBIT "A" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o. 2012-11

**SOUTH BROWARD DRAINAGE DISTRICT
PROPOSED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013**

		TOTALS
	1650. WATER/SEWER	\$3,000
	TOTAL	\$86,100
	REPAIRS AND MAINTENANCE:	
	1655. BUILDINGS/GROUNDS	\$35,000
	1660. EQUIPMENT RENTAL/OUTSIDE SERVICE	\$5,000
	1665. EQUIPMENT/VEHICLES/BOATS	\$24,000
	1670. FUEL/OIL - PUMP STATIONS	\$65,000
	1675. FUEL/OIL - VEHICLES/EQUIPMENT	\$45,000
	1677. SPILL CONTAINMENT MATERIALS	\$5,000
	1680. JANITORIAL SUPPLIES	\$1,000
	1683. HURRICANE PREPAREDNESS SUPPLIES	\$1,500
	1685. LANDSCAPING/MOWING/CLEARING	\$25,000
	1690. PHOTOGRAPHY/SUPPLIES	\$350
	1695. PUMP STATIONS & CONTROL STRUCTURES	\$50,000
	1700. SAFETY/SCUBA/INSPECTION EQUIPMENT	\$2,500
	1705. SANITATION/EXTERMINATION	\$5,000
	1710. SMALL TOOLS/SHOP SUPPLIES	\$9,000
	1715. WATER RECORDERS/ELEVATION GAUGES/TELEMETRY	\$8,000
	TOTAL	\$281,350
VI	FACILITIES REPAIR/ REPLACEMENT/ UPGRADES:	
	1720. CANAL CLEANING/SWALE RENOVATIONS/CLEANING	\$30,000
	1725. CULVERT INSPECTIONS AND CLEANING	\$55,000
	1730. CULVERT REPAIR/FLAPPER GATES	\$25,000
	1735. ENDWALL REPAIR	\$5,000
	1740. EROSION CONTROL	\$60,000
	1745. GATES/BARRIERS/FENCES/SIGNS	\$5,000
	1747. OUTFALL STRUCTURES/WEIRS	\$2,000
	1750. TRASH RACKS/PILING/TANKS/PAINTING	\$10,000
	1755. TREE REMOVAL	\$40,000
	TOTAL	\$232,000
VII	AQUATIC PLANT MGMT/WATER ANALYSIS :	
	1765. HERBICIDES	\$384,000
	1770. TRIPLOID CARP/FISH GUARDS/MAINTENANCE	\$40,000
	1775. WATER TESTING	\$8,000
	TOTAL	\$432,000
VIII	1777. SPECIAL PROJECTS	\$357,531

SOUTH BROWARD DRAINAGE DISTRICT
 PROPOSED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013

	1780. MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	\$12,900
	1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$50,000
	BROWARD COUNTY COLLECTION FEES (2%)	\$61,130
	DISCOUNTS (EARLY TAX PAYMENTS):	\$110,035
	1787. CONTINGENCY	\$10,000
	TOTAL BUDGET FUND	\$3,517,835
	ESTIMATED REVENUES	
	I. MAINTENANCE OPERATIONS/REVENUES (2012/2013 PROPERTY ASSESSMENT)	\$3,056,513
	II. PERMIT FEES	\$20,000
	III. 5 YR RECERTIFICATION PROGRAM	\$20,000
	IV. RESIDENTIAL & LOS PERMIT FEES	\$10,000
	V. APPROPRIATION OF FUND BALANCE	\$385,322
	VI. INTEREST	\$25,000
	VII. MISCELLANEOUS INCOME	\$1,000
	TOTAL ESTIMATED REVENUES	\$3,517,835

EXHIBIT "A" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o. 2012-11