

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

**JUNE 26, 2014**

**Present:**

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

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

**Absent:**

Robert E. Goggin, IV, Secretary

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

Vice Chair Ryan called the SBDD Board Meeting to order at 8:06 A.M., with Commissioner Minnaugh, Commissioner Mersinger, Commissioner Good, and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

**02. PUBLIC COMMENT**

None.

**03. APPROVAL OF MINUTES**

Commissioner Minnaugh moved for approval of the minutes of the May 29<sup>th</sup>, 2014, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Good and was carried unanimously by the Commissioners present.

**04. DIRECTOR'S REPORT**

**A. CONTRACT AWARD:**

1. SBDD CULVERT SLIP-LINING PROJECT IN PEMBROKE PINES - District Director Hart stated that SBDD advertised for bids for the slip-lining of the existing 84" diameter culvert at Johnson Street and Palm Avenue in the City of Pembroke Pines. The District received a total of two (2) bids. The Bid amounts ranged in price from \$88,158.00 to \$111,900.00. Each bidder was required to attend a mandatory per-bid meeting as a prerequisite to submitting a bid.

The lowest bid was submitted by Straight Ahead Construction, Inc. in the amount of \$88,158.00. SBDD has reviewed the bid submitted by Straight Ahead Construction, Inc. and has determined that the Contractor is qualified to perform the work and that the bid

meets all requirements. SBDD is familiar with this Contractor and has been satisfied with their past work for the District. District Director Hart recommended that the District award the contract for the Culvert Lining Project in Pembroke Pines (Johnson Street/Palm Avenue) to Straight Ahead Construction, Inc. in the amount of \$88,158.00 as the lowest responsive, responsible bidder.

The work covered under this project is included as part of the District's 2013-2014 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP committed account. This is also a cost share project with the City of Pembroke Pines who will be contributing \$24,000 towards the project.

Commissioner Minnaugh moved for approval to award the SBDD Culvert Slip-Lining Project in Pembroke Pines to Straight Ahead Construction, Inc. in the amount of \$88,158.00 as the lowest responsive, responsible bidder. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously by the Commissioners present.

**B. RESOLUTION NO. 2014-04 – APPROVAL OF AGREEMENT WITH HOTWIRE COMMUNICATIONS, LTD.**

District Director Hart stated that Proposed Resolution 2014-04 authorizes SBDD to enter into an Agreement with Hotwire Communications, LTD (Hotwire) regarding the installation of a communication system within the Pembroke Falls development. This was discussed at the last Board meeting as a draft agreement. He received comments/concerns on the draft agreement by the Board and has had subsequent conversations with Hotwire on the content of the agreement. The updated draft agreement was brought before the Board for discussion and approval by Resolution.

District Director Hart said that the communication system within Pembroke Falls was installed by Hotwire within a series of Lake Maintenance Easements (LMEs) which were previously dedicated to SBDD by plat. The proposed agreement acknowledges SBDD's right to access and utilize the LMEs for the purpose of maintaining the adjacent lakes, and it indemnifies and holds the District harmless against any damage that may be done to the Hotwire communication system as a result of the District's use of the LMEs. In addition, the Agreement establishes Hotwire's sole responsibility for the construction, maintenance, operation, restoration, replacement, upgrade, relocation, abandonment, etc. of the communication system.

Based on comments from the Board, the District increased bond amount to \$50,000. The agreement establishes a one-time user fee to cover the District's costs for issuing a permit, and requires Hotwire to post the \$50,000 bond with SBDD for all Hotwire work within the jurisdictional boundaries of the District. The \$50,000 bond will remain in place until formal approval by the SBDD Board of Commissioners to release the bond.

The approval and execution of the agreement will allow SBDD to issue a Utility Permit to Hotwire for the installation and maintenance of the communication system within Pembroke Falls. Any new installations by Hotwire within the District's jurisdictional boundaries will require a separate permit and agreement. District Director Hart discussed several changes based on the Board's comments/recommendations.

Commissioner Minnaugh made a motion to approve Resolution 2014-04 which authorizes SBDD to enter into an agreement with Hotwire Communications, LTD (Hotwire) regarding the installation of a communication system within the Pembroke Falls development as amended by the Director. Commissioner Mersinger seconded the motion for discussion.

Commissioner Good thanked District Director Hart for the effort that he and Attorney Bell have put into the agreement, and for updating the agreement so that it is better defined than when it was initially brought before the Board, but he still had questions that he felt needed further discussion; and that the District can do more work in clarifying the language.

Commissioner Good stated that although the District does reference the bond, he did not see any language that guarantees that the bond is renewed on an annual basis. District Director Hart said that he does not see any issues with adding language to that effect. He said that the bond will be attached as an exhibit to the Agreement, and that the District will have the opportunity to review the bond and ensure that the proper language is in place.

Commissioner Good asked District Director Hart why the District does not have an annual user fee associated with this agreement. District Director Hart explained that the one-time fee was established to cover the District's cost for issuing the permit, doing the work that needs to be done as far as insuring proper restoration, construction, etc.; and that District staff did not feel that there was a need for an annual fee for the District's purpose to maintain their use of the easement; and therefore District staff proposed a one-time user fee to cover the District's permit costs, similar to other permits in the District.

Commissioner Mersinger asked if the District can add language that indicates that this is a one-time user fee for the initial work, but if there is additional work to be done, an additional fee will be required.

Commissioner Good said that based on what District Director Hart stated, the Director is predicting that in the future the District will never have the need to apply any of the District's resources in reference to the issue in question. Commissioner Good said that during the last meeting, requiring an annual user fee to help cover some of the potential costs that the District may find themselves experiencing was discussed; and being that this is a new type of infrastructure, he does not know that it can be treated in the same manner as previous permits. He spoke of the communication service tax and how it has been identified by the state and federal government as a fee for local government to recover ongoing costs; and he does not know why the District is not requiring an annual user fee. He said that although the District is not a government agency in the sense that the District is able to get communication taxes from the state; the District is actually a private owner, and has the ability to ask for these user fees, because the District is not included under that law. He stated that the only thing that would deter him from this element of user fees, is if someone provides him with a law that prevents the District from charging an annual user fee; but he does not know of any law that prohibits the District from doing this.

District Director Hart agreed with Commissioner Good in that there is no law, and the District is able to apply a user fee, and if the Board elects, the District can apply an annual user fee. He said that part of the objective is to move this agreement forward and to complete it; and he cannot speak on Hotwire's behalf regarding the provision of an annual user fee. In the past, they had a strong opposition to that, and that is why it was removed from the agreement, and a one-time user fee was put in place. In addition, the agreement is intended to protect the District's use of the easements, limit its liability, as it relates to the cable, and cover the cost on the permitting side; and there is also language that has been written into the agreement that addresses any future issues with Hotwire and their responsibility to take care of those issues, and the umbrella bond, etc.

District Director Hart said that the question of a one-time user fee versus an annual user fee is a Board decision, and if the Board decides that an annual user fee is something that should

be required for this agreement, it will go back to Hotwire, and they will need to make a final determination on this agreement.

Commissioner Good said that he is very pleased with everything that has been placed into this agreement; and that he has been focused on this one issue and the fact that Hotwire enters onto the District's easements, does something, and we are now having to play catch-up; and he does not feel that Hotwire should be treated any differently from any other party that comes before the Board for approvals in this regard. On the issue of the fee, the District is not asking for anything that the District cannot justify. He said that he would like to offer one other thing. If there is an objection on the annual fee, he suggested that the District consider terms in the agreement that establishes a three year term, that would be renewable; and every time the agreement is renewed there would be renewal fees.

District Director Hart suggested that if the Board approves the agreement with language for an annual user fee, or if the District places a term limit in the agreement, either way, he feels that the District is at a point with Hotwire where he would like to present them with a final agreement as approved by this Board. Hotwire is aware of the Board's previous position on the fees.

Commissioner Mersinger commented that she does not have an objection at all to placing that language in the agreement, and that she does not think that this will deter Hotwire from signing the agreement.

Commissioner Minnaugh commented that she was also in agreement with the annual user fee, and she asked for a copy of the Pembroke Falls Agreement that was made with Hotwire. She wants to review this agreement before she makes her final decision. She said if the District is creating this money to specifically address potential repairs, etc., it should go into a separate "Communications Fund", because there will be other communities in the future. She feels this is a very important agreement because it will be recorded, and others will look at this document and see what kind of deal the District cut with Hotwire, and try to get the same deal.

Vice Chair Ryan agreed that the District should charge an annual fee.

District Director Hart explained that the District will amend the clause that says "one-time" user fee, and replace it with the word "annual". They will also add language specifying the the bond will renew automatically on an annual basis. Once this is finalized, signed, and executed, the District will issue a permit; and once the work and the restoration is done, that permit will be closed, but the fee will be a requirement through the agreement, and if Hotwire fails to pay, the District will go to the bond or whatever action needs to be taken through the District's attorney to collect that fee.

Commissioner Good agreed with Commissioner Minnaugh's comment on creating a "Communications Account" and her inquiry regarding the sufficiency of the fee. He asked District Director Hart if \$250 per linear mile is enough? District Director Hart indicated he was proposing \$250 per linear mile or a \$500 fixed fee, whichever is greater; and he felt this was sufficient. Commissioner Mersinger said that in that case, Hotwire owes the District for two years. She asked if the District should go there or leave it as is. Commissioner Good said that he does not want to throw out a number that does not have justification, but that it sounds low enough, and that it would have justification. He said that the potential for a homeowner to attack this District because the District has allowed this work is very real, should they experience a problem.

Commissioner Mersinger made a motion to amend the Agreement as follows:

Amendment #1: Add an annual fee of \$250 per linear mile to the Agreement, and that SBDD receive an initial user fee of \$250 per linear mile, and an annual user fee every July 14<sup>th</sup>; commencing July 14<sup>th</sup>, 2014.

Amendment #2: Add language that the bond be renewed automatically on an annual basis.

Attorney Bell recommended that each amendment be handled as an individual motion.

Commissioner Mersinger made a motion to amend the Agreement to include an initial user fee and an annual user fee.

Commissioner Good seconded the motion on Amendment #1. Roll Call was called and the Amendment passed with a vote of 4 to 1; with Commissioner Minnaugh opposed.

Commissioner Mersinger made a motion to amend the agreement to include a provision that the bond be renewed automatically on an annual basis.

Commissioner Santana-Woodall seconded the motion on Amendment #2. Roll call was called and the Amendment passed with a vote of 4 to 1; with Commissioner Minnaugh opposed.

Commissioner Minnaugh then withdrew her previous motion to approve Resolution 2014-04. Commissioner Mersinger then withdrew her second to the previous motion.

Commissioner Mersinger then made a motion to approve Resolution 2014-04 as amended by the Board. The motion died due to a lack of a second.

Commissioner Mersinger asked what Hotwire's charge to the homeowners, had to do with the District.

Commissioner Minnaugh explained that having seen two cable agreements that were signed by Silver Lakes, there is enormous amounts of money that are laid out on the table as an incentive for this HOA to sign a contract, that the average homeowner is not aware of. She said that money goes to the HOA; and that she would like to see what kind of money was on the table to determine if the District is charging Hotwire enough. She said that perhaps the District should be charging more than \$250 per linear mile.

Commissioner Mersinger commented that the District is not hypothetically in the business of making money. She said that the District is looking out for its interest and if there is a problem with its easements; and that from what she gathers, the District has enough backup to make sure that its easements are fine; and are covered if there is a problem with the cable company; and that the District is not held liable. She said that what she is trying to figure out why the District would need more than \$50,000 to cover its costs.

Commissioner Good replied that he does not think that the \$50,000 is available in the way Commissioner Mersinger is understanding it. He further explained that the \$50,000 is just a bond; and that there are very strict criteria that one needs to meet in order to exercise that bond; and it will most likely be specifically around property damages. He said that when

you have people that are in your area of responsibility, there are all sorts of things that can occur. There are also other issues that can be associated with having this communication provider within the District's lake maintenance easements. He said that what is being asked is that the Board carefully review the issues to make certain that the number that the District is asking for is something that the District can live with in the future.

Commissioner Minnaugh said that she does not see this as a money maker because ultimately the person that will end up paying this, will be the property owners, and that right now, she is requesting through staff, a copy of the agreement between Hotwire and the Pembroke Falls HOA for Hotwire to provide cable services to the residents of Pembroke Falls, before she can make a final decision. Attorney Bell indicated that he would request a copy of that agreement. Commissioner Minnaugh said that she does not see why this item can't wait another month.

It was the decision of Board that the Resolution be brought forth at the next Board meeting in July for finalization.

Chair Hodges joined the meeting at approximately 9:25 A.M.

#### **C. FINALIZE DATES AND TIMES FOR 2014-2015 SBDD BUDGET HEARINGS**

By consensus, the dates and times for the 2014/2015 SBDD Budget Hearings are as follows:

- The First Budget Hearing for 2014/2015 Fiscal Year will be held on Thursday, July 24<sup>th</sup> at 8:30 a.m.
- The Final Budget Hearing for 2014/2015 Fiscal Year will be held on Monday, September 15<sup>th</sup> at 8:30 a.m.
- No Budget Workshop will be scheduled.

In addition, the July 31<sup>st</sup> Board meeting will be re-scheduled to July 24<sup>th</sup>, and the September 18<sup>th</sup> Board meeting will be re-scheduled to September 15<sup>th</sup>.

Commissioner Minnaugh moved to accept the dates as noted. Commissioner Mersinger seconded the motion and it was carried unanimously.

#### **D. OTHER**

District Director Hart mentioned the following items:

- **Chamber of Commerce** – Commissioner Mersinger requested that the District look into membership through the Miramar/Pembroke Pines Chamber of Commerce as a networking tool. District Director Hart asked the Board for their thoughts on this matter. With no objections by the Board members, it was agreed that the District would follow through with this request.
- **Philippines Exchange Group** – District Director Hart said that he participated in another exchange program, this one was with City of Legapazi, Philippines, and that the District hosted a group from the Philippines here at the District to talk about Urban Stormwater Management and how the District operates and manages its systems. This was in collaboration with the City of Ft. Lauderdale. He said it went very well, and he also spoke to a committee at the School Board about maintenance issues that was very well received.

- **Broward County Water Preserve Area Project** – District Director Hart said that Commissioner Good made him aware that the U.S. House of Representatives has approved funding for the Broward County’s Water Preserve Area Project which is significant. He said they have not funded these water resources projects for a number of years. He said that there is nothing to expect that the Senate will not approve the funding as well, but it needs to be approved by both the House and the Senate. He said that the project includes a C-9 Impoundment in Miramar, and a C-11 Impoundment in Weston. He said that the process moving forward would be for the District to be involved with the design and review, and making sure that the project does not have any adverse impacts on the District from a flood control and water quality perspective.
- **Update to Criteria** – District Director Hart said that the District has been working on updating its Criteria Manual and hopes to have it ready for review by the Board for August. He said that it has been quite a number of years since the last update.
- **Annual FASD Conference** – District Director Hart said that the Annual FASD Conference took place last week at Sanibel Harbor in Ft. Myers and that Vice Chair Ryan was in attendance as well. He was able to sit in on a number of programs and learned some important information in relation to Special Districts and the past legislation session.

Vice Chair Ryan updated the Board on his experience at the conference. He commented that he ran into the company that sold the District its grapple truck (Tampa Crane) and he said that a photograph from the District’s Pump Station 8 was proudly displayed with the grapple truck as part of their advertisement. He said that several programs were presented such as the Sunshine Law requirements, and new Ethics programs. He also attended a Water District Roundtable with Terry Lewis where they discussed water quality.

**05. ATTORNEY’S REPORT:**

None.

**06. APPROVAL OF LEGAL FEES**

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

**07. BOARD MEMBER’S QUESTIONS/COMMENTS**

Commissioner Mersinger said that she attended the C-51 meeting and a Consultant gave another report on the cost of the project. She said that they have this billion dollar project where they are going through all these steps, and she found out that there is currently no funding for this project.

Vice Chair Ryan asked District Director Hart to elaborate on Mr. Luis Ochoa’s engineering schooling. District Director Hart said that Mr. Luis Ochoa, Assistant District Director, has completed his course work for his engineering degree; he has graduated and is now an Engineer in Training (EIT). He has passed his EIT exam and now has a degree in Civil Engineering and will be a tremendous asset, in addition to how important he already is to the District. He said that he can now assist even more on the District’s engineering projects; and the District has quite

a few projects that can be done in-house without having to contract out with a consultant, which will save the District money. He said that Mr. Ochoa also passed his professional engineering license exam, however, he is required to work for four years under the direction of a professional engineer, which has to be done after his degree; and District Director Hart is qualified as a licensed engineer to work with him on that. Commissioner Mersinger commented that this reinforces the policy that was put in place regarding offsetting educational cost and the benefits the District is getting from this.

Commissioner Good thanked Councilman Fisikelli and the SWR Council for the invite to the Town's open-house. He said it was his great pleasure to attend; and that it is a wonderful facility, and he was glad to see that the Town of SWR has a home. He really appreciated the invite to the open-house.

**08. MEETING DATE(S)**

- A. The Next **Regular Board Meeting** will be held on **Thursday, July 24<sup>th</sup> at 8:00 a.m.** with the **First Budget Hearing for 2014/2015 Fiscal Year** to be held at **8:30 a.m.**
- B. **Regular Board Meeting** will be held on **Thursday, August 28<sup>th</sup> at 8:00 a.m.**
- C. **Regular Board Meeting** will be held on **Monday, September 15<sup>th</sup> at 8:00 a.m.** with the **Final Budget Hearing for 2014/2015 Fiscal Year** to be held at **8:30 a.m.**

Adjournment at 9:50 A.M.

Respectfully submitted,

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Robert E. Goggin IV, Secretary  
South Broward Drainage District

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## \*\*\*MEMORANDUM\*\*\*

DATE: July 14, 2014

TO: South Broward Drainage District Commissioners

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

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

## Comments:

SBDD advertised for bids for 70 Hour Post Storm Debris/Tree Removal Services. We received a total of three (3) bids. The bid is for work to be performed during the first 70 hours following a declared Disaster/State of Emergency and includes a series of hourly rates for equipment and personnel. The bid documents allow the District to award multiple contracts. A copy of the Bid Summary is attached.

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

- TFR Enterprises, Inc.
- Arbor Tree & Land, Inc.
- Weekley Asphalt Paving, Inc.

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

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

**This is to request approval to award contracts for the 70 Hour Post Storm Debris/Tree Removal Services to the three (3) Contractors listed above.**

**KH**  
**Attachment**

**BID TABULATION**  
**SOUTH BROWARD DRAINAGE DISTRICT**  
**70 HOUR POST STORM DEBRIS/TREE REMOVAL SERVICES**  
**(BIDS HAVE NOT BEEN FULLY EVALUATED)**

**Thursday, July 17, 2014**

<u>COMPANY NAME</u>	<u>COMMENTS</u>
TFR ENTERPRISES, INC.	<b>See Attached</b>
ARBOR TREE & LAND, INC.	<b>See Attached</b>
WEEKLEY ASPHALT PAVING, INC.	<b>See Attached</b>

**70 HOUR POST STORM DEBRIS/TREE REMOVAL SERVICES BIDS**

July 17, 2014

	TFR ENTERPRISES, INC.			ARBOR TREE & LAND, INC.			WEEKLEY ASPHALT PAVING, INC.		
	CAP.	REG.	O.T.	CAP.	REG.	O.T.	CAP.	REG.	O.T.
HOURLY RATE FOR CREW - THREE (3) EXPERIENCED EMPLOYEES WITH CHAIN-SAWS, TRUCK CHIPPER & TREE CHIPPER		\$375.00	\$487.50		\$360.00	\$480.00		\$324.00	\$486.00
TREE CHIPPER		\$100.00	\$125.00	14" 250 BANDIT	\$80.00	\$88.00	8"	\$75.00	\$112.50
BOBCAT		\$100.00	\$125.00	1500 LB.	\$80.00	\$88.00	50 HP	\$75.00	\$112.50
COMBINATION		\$150.00	\$175.00	MOBARK 18" KB	\$250.00	\$280.00	80 HP	\$90.00	\$135.00
BOAT		\$150.00	\$175.00	BARGE W/ 150 HP	\$275.00	\$295.00	16 FT	\$200.00	\$300.00
CRANE		\$200.00	\$250.00	50 TON	\$200.00	\$215.00	3/4 CY	\$160.00	\$240.00
GRAPPLE TRUCK		\$300.00	\$350.00	50 CY	\$155.00	\$180.00		N/B	N/B
DUMP TRUCK		\$100.00	\$125.00	18 CY	\$65.00	\$72.00	18 CY	\$75.00	\$112.50
BUCKET TRUCK		\$275.00	\$300.00	50 FT	\$150.00	\$165.00		N/B	N/B
CHIPPER TRUCK		\$75.00	\$100.00	20 CY	\$40.00	\$46.00		N/B	N/B
DUMP TRAILER		\$125.00	\$150.00	80 CY	\$140.00	\$160.00	22 CY	\$100.00	\$150.00
ADDITIONAL EMPLOYEES:									
SUPERVISOR		\$75.00	\$102.50		\$60.00	\$75.00		\$75.00	\$112.50
LABORER		\$50.00	\$75.00		\$40.00	\$60.00		\$48.00	\$72.00
<b>Vegetative Collect and Haul</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
0-5 Miles	CY	\$102.00		CY	\$26.00		CY	\$125.00	
6-15 Miles	CY	\$106.00		CY	\$31.00		CY	\$135.00	
16-30 Miles	CY	\$115.00		CY	\$41.00		CY	\$145.00	
31-60 Miles	CY	\$120.00		CY	\$51.00		CY	\$155.00	
Single Price	CY	\$120.00		CY	\$42.00		CY	\$155.00	
<b>Management and Reduction Grinding/Chipping</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
	CY	\$4.15		CY	\$3.00		CY	\$10.00	
<b>C &amp; D Collect and Haul</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
0-5 Miles	CY	\$102.00		CY	\$27.00		CY	\$125.00	
6-15 Miles	CY	\$106.00		CY	\$32.00		CY	\$135.00	
16-30 Miles	CY	\$115.00		CY	\$42.00		CY	\$145.00	
31-60 Miles	CY	\$120.00		CY	\$52.00		CY	\$155.00	
Single Price	CY	\$120.00		CY	\$43.00		CY	\$155.00	
<b>Final Disposal</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
0-5 Miles	CY	\$5.50		CY	\$5.50		CY	\$125.00	
6-15 Miles	CY	\$7.75		CY	\$6.50		CY	\$135.00	
16-30 Miles	CY	\$9.00		CY	\$7.50		CY	\$145.00	
60+ Miles	CY	\$11.00		CY	\$8.00		CY	\$190.00	
<b>Specialty Removal Vessel Removal (Marine)</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
	LF	\$44.00		LF	\$200.00		LF	\$140.00	
<b>Bonding Performance &amp; Payment</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
	LS	0		LS	\$21.75/\$1,000.00		LS	3%	

\* N/B = NO BID

**\*\*\*MEMORANDUM\*\*\***

DATE: July 14, 2014  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Contract Award for 70 Hour Post Storm Vac Truck/Dredger Services

## Comments:

SBDD advertised for bids for 70 Hour Post Storm Vac Truck/Dredger Services. We received a total of one (1) bid. The bid is for work to be performed during the first 70 hours following a declared Disaster/State of Emergency and includes a series of hourly rates for equipment and personnel. The bid documents allow the District to award multiple contracts. A copy of the Bid Summary is attached.

I am recommending that the District award a contract for 70 Hour Post Storm Vac Truck/Dredger Services to the following Contractor:

- Arbor Tree & Land, 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 the bid submitted and has checked references. SBDD has determined that the Contractor is qualified to perform the work and that the bid meet the requirements

**This is to request approval to award the contract for the 70 Hour Post Storm Vac Truck/Dredger Services to Arbor Tree & Land, Inc.**

**KH**  
**Attachment**

**BID TABULATION**  
**SOUTH BROWARD DRAINAGE DISTRICT**  
**70 HOUR POST STORM VAC TRUCK/DREDGER SERVICES**  
**(BIDS HAVE NOT BEEN FULLY EVALUATED)**

**Thursday, July 17, 2014**

<b><u>COMPANY NAME</u></b>	<b><u>COMMENTS</u></b>
ARBOR TREE & LAND, INC.	<b>See Attached</b>

## 70 HOUR POST STORM VAC TRUCK/DREDGER SERVICES BIDS

July 17, 2014

	ARBOR TREE & LAND, INC.								
	CAP.	REG.	O.T.	CAP.	REG.	O.T.	CAP.	REG.	O.T.
VAC TRUCK W/EXP. OPERATOR & CREW		\$350.00	\$0.00						
DREDGE BOAT W/EXP. OP. & CREW	12 X 40/50	\$400.00	\$0.00						
PORTABLE DREDGE W/EXP. OP. & CREW		N/B	N/B						
TRACK HOE	60,000 LBS.	\$190.00	\$0.00						
COMBINATION	95 HP 1.5 CY	\$108.00	\$0.00						
<b>ADDITIONAL EMPLOYEES:</b>									
SUPERVISOR		\$60.00	\$75.00						
LABORER		\$30.00	\$45.00						
<b>Material &amp; Sand Collect and Haul</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
0-5 Miles	CY	\$14.00		CY			CY		
6-15 Miles	CY	\$15.00		CY			CY		
16-30 Miles	CY	\$17.25		CY			CY		
31-60 Miles	CY	\$20.00		CY			CY		
Single Price	CY	\$20.00		CY			CY		
<b>Material &amp; Sand Removal</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
18 INCHES	LF	\$5.50		LF			LF		
24 INCHES	LF	\$6.50		LF			LF		
30 INCHES	LF	\$7.00		LF			LF		
36 INCHES	LF	\$7.75		LF			LF		
48 INCHES	LF	\$10.50		LF			LF		
54 INCHES	LF	\$15.00		LF			LF		
60 INCHES	LF	\$19.00		LF			LF		
72 INCHES	LF	\$28.00		LF			LF		
84 INCHES	LF	\$31.00		LF			LF		
96 INCHES	LF	\$42.00		LF			LF		
<b>Final Disposal</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	
0-5 Miles	CY	\$32.00		CY			CY		
6-15 Miles	CY	\$40.00		CY			CY		
16-30 Miles	CY	\$52.00		CY			CY		
60+ Miles	CY	\$120.00		CY			CY		
<b>Bonding Performance &amp; Payment</b>	LS	\$21.75/\$1,000.00		LS			LS		

\* N/B = NO BID

## \*\*\*MEMORANDUM\*\*\*

DATE: July 17, 2014

TO: South Broward Drainage District Commissioners

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

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

## Comments:

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

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

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

Also attached to this Memo is a red-line copy of the previous draft of the Agreement (new Draft No. 8), which illustrates the changes made to the Agreement in response to the Board's discussion and comments at the June Board meeting. Those changes are summarized as follows:

- A WHEREAS clause has been added requiring Hotwire to provide a copy of its Agreement with the Pembroke Falls HOA for providing bulk communication services to individual homes of Pembroke Falls.
- The user fee language has been modified to require Hotwire to pay the District an initial user fee in the amount of \$250 per linear mile (or fraction thereof) which will be due upon the issuance of the Utility Permit, and an annual user fee in the amount of \$250 per linear mile (or fraction thereof) which will be due September 1, 2014 and on September 1<sup>st</sup> of each subsequent year for as long as Hotwire maintains its Communication System within the LMEs.
- At the advice of the District's outside council, an "Initial Term" of ten years was added to the Agreement with an automatic "Renewal Term" of ten years, and then subsequent one-year terms thereafter.

- The language for the \$50,000.00 bond has been updated to state that the bond shall automatically renew on an annual basis.
- The insurance clause has been updated to provide specific language on the types and amounts of insurance to be provided under the Agreement.
- Language has been added specifying a time frame for when “as-built” drawings will be required.

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

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

**KH**  
**Attachments**



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

**RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH HOTWIRE COMMUNICATIONS, LTD, A PENNSYLVANIA LIMITED PARTNERSHIP, REGARDING THE INSTALLATION OF A COMMUNICATION SYSTEM WITHIN LAKE MAINTENANCE EASEMENTS LOCATED WITHIN THE PEMBROKE FALLS RESIDENTIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the District shall collect a user fee for the installation of Hotwire's Communication System within the LMEs; and

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

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

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

WHEREAS, as a condition for approval of Hotwire's request to utilize the LMEs as stated herein, the District requires Hotwire to enter into an indemnification and hold harmless agreement indemnifying and holding harmless the District from any and all liability as a result of the construction and placement of the Communication System within the LMEs and District's subsequent use of the LMEs; and

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

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

WHEREAS, a public meeting was held on the 24<sup>th</sup> day of July, 2014 at 8:00 AM at the offices of the South Broward Drainage District located at 6591 SW 160<sup>th</sup> Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreement and authorizing the District to enter into the proposed Agreement;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as if fully stated herein.
2. The Agreement between the District and Hotwire is approved.
3. The District's attorney and District Director are authorized and directed to submit the Agreement to Hotwire for approval and execution.
4. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the

Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto and reproduced thereof.

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

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

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

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

ADOPTED AND DATED the \_\_\_\_ day of \_\_\_\_\_, 2014.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: \_\_\_\_\_  
Scott Hodges, Chairperson

Attest:

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA        )  
                                      )§  
COUNTY OF BROWARD    )

The foregoing Resolution No. 2014-04 was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.  
(NOTARY SEAL OR STAMP)

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\_\_\_\_\_  
Notary Public - State of Florida at Large

EXHIBIT " 1 "

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SBDD\_Hot Wire Agreement  
July 10, 2014  
SBD Nº 14-3138

Prepared By & Return To:

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

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**AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 (hereinafter referred to as "District"), HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania Limited Partnership, whose principle address is One Belmont Avenue, Suite 1100, Bala Cynwyd, PA 19004, (hereinafter referred to as "Hotwire").

**WITNESSETH:**

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

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

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

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

**WHEREAS**, Hotwire shall provide District with a copy of the Communication Services Agreement between Hotwire and Association for providing bulk communication services to individual homes of Pembroke Falls, and any renewals, modifications or other revisions to said agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the District agrees to issue a permit to allow Hotwire to install armored fiber optic cable at a depth of 24 inches or drop fiber installed within a conduit at a minimum depth of 12 inches within the LMEs and no closer than ten (10) feet of the property owners back (lake tract) property line. All trenches will be hand dug, back-filled and compacted and the property, including any sod (grass)

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within the LMEs will be restored to its original condition. There will not be any heavy equipment placed on or near the LMEs or in, on, within or over any of the adjacent lake tracts; and

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

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

**WHEREAS**, the District shall collect a user fee for the installation of Hotwire's Communications System within the LMEs; and

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

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

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

**WHEREAS**, as a condition for approval of Hotwire's request to utilize the LMEs as stated herein, the District requires Hotwire to enter into an indemnification and hold harmless agreement indemnifying and holding harmless the District from any and all liability as a result of the construction and placement of the Communication System within the LMEs and District's subsequent use of the LMEs; and

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

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

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

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



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

3. All successors to the District and Hotwire shall be bound by this Agreement. However, Hotwire shall not assign this Agreement to a successor without the written approval of the District Board of Commissioners and any purported assignment without said written approval will be null and void and of no force or effect.

4. This Agreement shall be effective on September 1, 2014 ("Effective Date"); provided, however, the initial term of this Agreement (the "Initial Term") is ten (10) years, commencing on the Effective Date. This Agreement will automatically renew for one (1) additional term ("Renewal Term") of ten (10) years, unless either party provides written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or Renewal Term. If at the end of the Renewal Term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate the Agreement at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for further one (1) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

5. The District shall collect an initial user fee in the amount of \$250.00 per linear mile (or fraction thereof) for the period of time that Hotwire's Communications System have been installed within the LMEs, which will be due upon the issuance of the permit by SBDD. In addition, an annual user fee in the amount of \$250.00 per linear mile (or fraction thereof) for installation of Hotwire's Communication System within the LMEs, which will become due on September 1, 2014 and on September 1<sup>st</sup> of each subsequent year for as long as Hotwire maintains its Communication System within the LMEs.

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

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

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

9. Hotwire shall deposit with the District a Bond or Letter of Credit (Bond) in the amount of \$50,000.00 to ensure that all work related to the construction, maintenance, operation, restoration, replacement, upgrade, relocation, abandonment, etc. of the Communication System is in strict

accordance with the rules, regulations and criteria of the District and applicable law. Said Bond shall cover any and all work performed by Hotwire within the jurisdictional boundaries of the District, and shall automatically renew on an annual basis, and shall remain in place until such time as the District's Board of Commissioners formally approve the release of the Bond. To the extent that Hotwire fails to make the necessary repairs within the LMEs as provided herein, District may withdraw such funds as are necessary to make such repairs in compliance with this Agreement, and Hotwire shall replenish the bond in full within 30 days of completion of such repairs. A copy of the Bond is attached hereto as Exhibit "C".

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

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

12. Hotwire shall maintain, with an insurance company or companies lawfully authorized to do business in the State of Florida such insurance as will protect Hotwire and the District from claims which may arise out of or result from Hotwire's operations under the Agreement and for which Hotwire may become legally liable, whether such operation be by the District, Hotwire or a subcontractor or anyone directly or indirectly employed by any of them. Hotwire shall furnish the District with a Certificate of Insurance and all exclusion, limitation or exception endorsements or riders for the following:

- a. Worker's Compensation Insurance according to State statutory limits covering all employees or subcontractors of Operator.
- b. Comprehensive General Liability Insurance, including Product and Completed Operations coverage, in the minimum limit amount of not less than \$1,000,000 per occurrence for each coverage form with the District listed as an additional insured.
- c. Commercial Automobile Liability coverage in the minimum limit amount of not less than \$1,000,000 per occurrence with the District listed as an additional insured.
- d. Contractual Liability Insurance fully covering Operator's obligations arising out of this Agreement, including the "Indemnification" provisions, with the District listed as an additional insured.
- e. Excess or Umbrella liability policy in the minimum limit amount of not less than \$10,000,000 per occurrence with the District listed as an additional insured.

The policies issued in "b", "c", "d" and "e" above shall be issued using the most current Insurance Services Office insuring agreements, terms and conditions including the most current additional insured

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endorsement or broader. The certificates shall be issued in the name of the District and all insurance shall be on a primary insurance policy of the Hotwire and apply on a direct basis for all insured parties. A copy of the policies listed in "a", "b", "c", "d" and "e" above are attached hereto as Exhibit "D".

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

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

15. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction and maintenance of the Communication System within the LME's.

16. Hotwire, its successors, assigns and heirs agree to indemnify District from any and all liability, loss or damage District may suffer, other than that which is the result of reckless or willful acts or gross negligence of District's employees or agents, as a result of such claims, demands, costs or judgments and further agrees to take over and defend any such claims brought or such actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of Section 768.28 Florida Statutes, as amended, or any subsequently enacted similar law.

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

18. Hotwire acknowledges that District has no obligation or responsibility regarding any of the construction associated with the Communication System and that any damage which may be caused to the Communication System shall be repaired by Hotwire. Hotwire further acknowledges that the

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District shall have no obligation to repair or be responsible for any damage which may be caused to the Communication System by the District or any other party.

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

20. Within 90 days of the effective date of this Agreement, Hotwire shall provide to District as-built drawings of the Communication System including appurtenances and fixtures associated therewith; provided that such as-built drawings shall include the location of the Communication System at such intervals as determined necessary by the District along the LMEs and lake boundary. As-built drawings prepared for Hotwire which are approved by the District shall satisfy this requirement.

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

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

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

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

25. Hotwire agrees to install and maintain signs at a maximum of one hundred foot (100') intervals within the LMEs, said signs stating that "THERE IS AN UNDERGROUND

CABLE/COMMUNICATION SYSTEM LOCATED WITHIN THE TWENTY FOOT LAKE MAINTENANCE EASEMENT ADJACENT TO THE LAKE. CONTACT HOTWIRE COMMUNICATIONS AT \_\_\_\_\_ TO DETERMINE THE LOCATION OF SAID SYSTEM". The proposed signs must be a minimum of two square feet (2 sq. ft.) in size, and shall be in accordance with applicable laws and shall be approved by District prior to installation and can be installed on any fence which traverses the LME's. The requirements under this paragraph can be modified as agreed to by the parties. All costs related to this paragraph shall be at Hotwire's expense.

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

27. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnifications contained in this Agreement and in reconstructing or restoring the LME's, the lake bank or the adjacent water body property shall be paid to District by Hotwire, its successors, assigns and heirs within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon all Association property for all expenses including reasonable attorney's fees, together with interest thereon at 18% per year or the highest non-usurious rate allowed by law, whichever is less, and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event the District is required to foreclose this lien, then and in such event the District will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures. District further acknowledges that any lien rights hereunder shall become effective only upon the District recording said lien in the Public Records of Broward County, Florida. In the further event the District elects to foreclose this lien, then and in such event the District will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures, which shall be filed, in accordance with Chapter 713, Florida Statutes, as amended. Upon payment in full of any lien filed hereunder, the District will within a reasonable period of time discharge said lien as a matter of record in the Broward County Public Records.

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

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

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

31. Hotwire hereby undertakes to indemnify and hold harmless, the District and its agents, employees and commissioners, from any and all liability, loss or damage the District, its agents, employees or commissioners, may suffer as a result of claims, demands, costs, attorney's fees, judgments, liens, penalties, or interest, as a result of any damage caused by the District, its agents or employees, to the Communication System, except for such damages which are caused by the willful or wanton acts or gross negligence of the District; its agents, employees or commissioners. In addition, Hotwire and District acknowledge that:

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

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

32. Notwithstanding any provision stated herein, should Hotwire violate any terms or requirements of this Agreement, upon sixty (60) days written notice from the District to correct said violation and Hotwire fails to correct said violation, Hotwire shall remove the Communication System placed within the LMEs within an additional sixty (60) days following the sixty (60) day notice. Should

Hotwire fail to correct said violation and also fail to remove the Communication System within the LMEs, the District is hereby authorized to remove the Communication System within the LMEs, Hotwire shall reimburse District for all costs incurred by District in removing the said Communication System within the LMEs, and District may terminate this Agreement. These costs shall include, but not be limited to reasonable attorney's fees and legal expenses incurred by the District.

33. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District  
Attn: District Director  
6591 S.W. 160th Avenue  
Southwest Ranches, Florida 33331  
email: kevin@sbdd.org

with copy to:

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

As to Hotwire:

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

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

34. 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.

35. 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.

36. 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.

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37. 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.

38. 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.

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

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

41. 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.

42. 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.

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

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

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

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

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

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

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



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

Signed, sealed and delivered  
in the presence of:

"District" (SOUTH BROWARD DRAINAGE DISTRICT)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: Scott Hodges, Chairperson

\_\_\_\_\_  
Witness Printed Name

Attest:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA     )  
                                  )§  
COUNTY OF BROWARD )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

(NOTARY SEAL OR STAMP)

↓

\_\_\_\_\_  
Notary Public

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

\_\_\_\_\_  
Witness Signature ↑

\_\_\_\_\_  
Witness Printed Name ↑

\_\_\_\_\_  
Witness Signature ↑

\_\_\_\_\_  
Witness Printed Name ↑

By: \_\_\_\_\_  
Kristen Johnson, General Partner

STATE OF \_\_\_\_\_ )

) §

COUNTY OF \_\_\_\_\_ )

before me this \_\_\_ day of \_\_\_\_\_, 2014 by **Kristen Johnson** as General Partner of HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania limited partnership, as Hotwire, who is personally known to me or has produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL OR STAMP)

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\_\_\_\_\_  
NOTARY PUBLIC:

Prepared By & Return To:

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

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## **DRAFT NO. 8**

### **AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 (hereinafter referred to as "District"), HOTWIRE COMMUNICATIONS, LTD., a Pennsylvania Limited Partnership, whose principle address is One Belmont Avenue, Suite 1100, Bala Cynwyd, PA 19004, (hereinafter referred to as "Hotwire").

### **WITNESSETH:**

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

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

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

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

**WHEREAS**, Hotwire shall provide District with a copy of the Communication Services Agreement between Hotwire and Association for providing bulk communication services to individual homes of Pembroke Falls, and any renewals, modifications or other revisions to said agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the District agrees to issue a permit to allow Hotwire to install armored fiber optic cable at a depth of 24 inches or drop fiber installed within a conduit at a minimum depth of 12 inches within the LMEs and no closer than ten (10) feet of the property owners back (lake tract) property line. All trenches will be hand dug, back-filled and compacted and the property, including any sod (grass)

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within the LMEs will be restored to its original condition. There will not be any heavy equipment placed on or near the LMEs or in, on, within or over any of the adjacent lake tracts; and

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

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

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

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

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

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

**WHEREAS**, as a condition for approval of Hotwire's request to utilize the LMEs as stated herein, the District requires Hotwire to enter into an indemnification and hold harmless agreement indemnifying and holding harmless the District from any and all liability as a result of the construction and placement of the Communication System within the LMEs and District's subsequent use of the LMEs; and

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

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

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

2. District, subject to approval of the Association, agrees to allow Hotwire the right and authority to enter upon the LMEs from time to time, at such times as Hotwire shall deem necessary for the construction, installation, maintenance and operation of its Communications System. The Communications System shall be comprised of facilities, on, about and within the LMEs, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for the provision of telephone and cable television services and other Communication Services in, over, across and under the LMEs (the "Facilities"). Unless specifically authorized by the

District in writing, no improvements except as described in this Agreement, may be constructed or placed within the LME's by Hotwire and plans for any additional improvements by Hotwire must be submitted to and be approved by District prior to construction.

3. All successors to the District and Hotwire shall be bound by this Agreement. However, Hotwire shall not assign this Agreement to a successor without the written approval of the District Board of Commissioners and any purported assignment without said written approval will be null and void and of no force or effect.

4. ~~This Agreement shall be effective on July 14, 2014 ("Effective Date").~~ This Agreement shall be effective on September 1, 2014 ("Effective Date"); provided, however, the initial term of this Agreement (the "Initial Term") is ten (10) years, commencing on the Effective Date. This Agreement will automatically renew for one (1) additional term ("Renewal Term") of ten (10) years, unless either party provides written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or Renewal Term. If at the end of the Renewal Term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate the Agreement at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for further one (1) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

5. The District shall collect an initial user fee in the amount of \$250.00 per linear mile (or fraction thereof) for the period of time that Hotwire's Communications System have been installed within the LMEs, which will be due upon the issuance of the permit by SBDD. In addition, an annual user fee in the amount of \$250.00 per linear mile (or fraction thereof) for installation of Hotwire's Communication System within the LMEs, which will become due on September 1, 2014 and on September 1<sup>st</sup> of each subsequent year for as long as Hotwire maintains its Communication System within the LMEs.

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

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

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

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9. Hotwire shall deposit with the District a Bond or Letter of Credit (Bond) in the amount of \$50,000.00 to ensure that all work related to the construction, maintenance, operation, restoration, replacement, upgrade, relocation, abandonment, etc. of the Communication System is in strict accordance with the rules, regulations and criteria of the District and applicable law. Said Bond shall cover any and all work performed by Hotwire within the jurisdictional boundaries of the District, and shall automatically renew on an annual basis, and shall remain in place until such time as the District's Board of Commissioners formally approve the release of the Bond. To the extent that Hotwire fails to make the necessary repairs within the LMEs as provided herein, District may withdraw such funds as are necessary to make such repairs in compliance with this Agreement, and Hotwire shall replenish the bond in full within 30 days of completion of such repairs. A copy of the Bond is attached hereto as Exhibit "C".

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

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

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

12. Hotwire shall maintain, with an insurance company or companies lawfully authorized to do business in the State of Florida such insurance as will protect Hotwire and the District from claims which may arise out of or result from Hotwire's operations under the Agreement and for which Hotwire may become legally liable, whether such operation be by the District, Hotwire or a subcontractor or

anyone directly or indirectly employed by any of them. Hotwire shall furnish the District with a Certificate of Insurance and all exclusion, limitation or exception endorsements or riders for the following:

- a. Worker's Compensation Insurance according to State statutory limits covering all employees or subcontractors of Operator.
- b. Comprehensive General Liability Insurance, including Product and Completed Operations coverage, in the minimum limit amount of not less than \$1,000,000 per occurrence for each coverage form with the District listed as an additional insured.
- c. Commercial Automobile Liability coverage in the minimum limit amount of not less than \$1,000,000 per occurrence with the District listed as an additional insured.
- d. Contractual Liability Insurance fully covering Operator's obligations arising out of this Agreement, including the "Indemnification" provisions, with the District listed as an additional insured.
- e. Excess or Umbrella liability policy in the minimum limit amount of not less than \$10,000,000 per occurrence with the District listed as an additional insured.

The policies issued in "b", "c", "d" and "e" above shall be issued using the most current Insurance Services Office insuring agreements, terms and conditions including the most current additional insured endorsement or broader. The certificates shall be issued in the name of the District and all insurance shall be on a primary insurance policy of the Hotwire and apply on a direct basis for all insured parties. A copy of the policies listed in "a", "b", "c", "d" and "e" above are attached hereto as Exhibit "D".

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

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

15. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction and maintenance of the Communication System within the LME's.



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16. Hotwire, its successors, assigns and heirs agree to indemnify District from any and all liability, loss or damage District may suffer, other than that which is the result of reckless or willful acts or gross negligence of District's employees or agents, as a result of such claims, demands, costs or judgments and further agrees to take over and defend any such claims brought or such actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of Section 768.28 Florida Statutes, as amended, or any subsequently enacted similar law.

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

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

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

20. Within 90 days of the effective date of this Agreement, Hotwire shall provide to District as-built drawings of the Communication System including appurtenances and fixtures associated therewith; provided that such as-built drawings shall include the location of the Communication System at such intervals as determined necessary by the District along the LMEs and lake boundary. As-built drawings prepared for Hotwire which are approved by the District shall satisfy this requirement.

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

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

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omission of Hotwire, its employees, subcontractors, designees or agents and its successors, assigns or heirs in or on the LMEs.

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

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

25. Hotwire agrees to install and maintain signs at a maximum of one hundred foot (100') intervals within the LMEs, said signs stating that "THERE IS AN UNDERGROUND CABLE/COMMUNICATION SYSTEM LOCATED WITHIN THE TWENTY FOOT LAKE MAINTENANCE EASEMENT ADJACENT TO THE LAKE. CONTACT HOTWIRE COMMUNICATIONS AT \_\_\_\_\_ TO DETERMINE THE LOCATION OF SAID SYSTEM". The proposed signs must be a minimum of two square feet (2 sq. ft.) in size, and shall be in accordance with applicable laws and shall be approved by District prior to installation and can be installed on any fence which traverses the LME's. The requirements under this paragraph can be modified as agreed to by the parties. All costs related to this paragraph shall be at Hotwire's expense.

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

27. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnifications contained in this Agreement and in reconstructing or restoring the LME's, the lake bank or the adjacent water body property shall be paid to District by Hotwire, its successors, assigns and heirs within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon all Association property for all expenses including reasonable attorney's fees, together with interest thereon at 18% per year or the highest non-usurious rate allowed by law, whichever is less, and all costs of

collection, including reasonable attorney's fees at all trial and appellate levels. In the further event the District is required to foreclose this lien, then and in such event the District will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures. District further acknowledges that any lien rights hereunder shall become effective only upon the District recording said lien in the Public Records of Broward County, Florida. In the further event the District elects to foreclose this lien, then and in such event the District will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures, which shall be filed, in accordance with Chapter 713, Florida Statutes, as amended. Upon payment in full of any lien filed hereunder, the District will within a reasonable period of time discharge said lien as a matter of record in the Broward County Public Records.

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

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

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

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

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

B. Hotwire agrees to defend any such claims brought, or actions filed against the District, its agents, employees or commissioners, with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, the District agrees that Hotwire may employ attorneys of its own selection to appear and defend the claim or action

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

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

33. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District  
Attn: District Director  
6591 S.W. 160th Avenue  
Southwest Ranches, Florida 33331  
email: kevin@sbdd.org

with copy to:

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

As to Hotwire:

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

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

34. 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 wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

35. 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.

36. 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.

37. 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.

38. 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.

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

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

41. 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.

42. 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.

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
in the presence of:

"District" (SOUTH BROWARD DRAINAGE DISTRICT)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: Scott Hodges, Chairperson

\_\_\_\_\_  
Witness Printed Name

Attest:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA     )  
                                  )§  
COUNTY OF BROWARD )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

(NOTARY SEAL OR STAMP)



\_\_\_\_\_  
Notary Public

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

\_\_\_\_\_  
Witness Signature ↑

\_\_\_\_\_  
Witness Printed Name ↑

\_\_\_\_\_  
Witness Signature ↑

\_\_\_\_\_  
Witness Printed Name ↑

By: \_\_\_\_\_  
Kristen Johnson, General Partner

STATE OF \_\_\_\_\_ )

) §

COUNTY OF \_\_\_\_\_ )

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

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

(NOTARY SEAL OR STAMP)

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\_\_\_\_\_  
NOTARY PUBLIC:



## \*\*\*\*MEMORANDUM\*\*\*\*

DATE: July 17, 2014  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: 2014/2015 Draft Budget  
SBDD Resolution No. 2014-05

## Comments:

Attached for the Board's review and discussion is the 2014/2015 Draft Budget.

The total proposed budget for fiscal year 2014/2015 is \$3,498,644, which represents a 1.87% decrease from the previous year. I am not recommending any changes to the current assessment rates. Proposed tax revenues for 2014/2015 are up slightly from the previous year and we have added a new Revenue Category titled "Telecommunications Annual Fee". All other revenues have been adjusted to reflect the projected income for 2014/2015.

The current level of District operations, maintenance, and repairs is projected to remain at or above the current level. Budgeted expenses for fiscal year 2014/2015 are consistent with 2013/2014 expenses as noted below:

- "Salaries/Wages" have been increased slightly to account for a cost of living increase and merit raises.
- Legal Fees for "Special Projects" has been decreased based on projected costs and historical costs over the past 3 years.
- "Insurance" expenses are slightly higher due to projected increases in property, liability and workers comp insurance as well as a projected increase in group health insurance.
- "Computer Supplies and Upgrades" costs have been increased to account for enhanced use of the District's GIS system to improve efficiencies and facilities maintenance.
- "Repairs and Maintenance" costs are slightly higher due to a projected increase in repairs/maintenance of District equipment and vehicles.
- "Facilities Repair, Replacement & Upgrades" costs are remaining the same for 2014/2015 based on projected costs.
- "Aquatic Plant Management & Water Analysis" costs are slightly lower due to increased efficiencies and projected costs for 2014/2015.
- "Meetings, Seminars & Employee Development" has been decreased slightly.

- “Basin 3 Drainage Improvements” has been carried forward to 2014/2015 with a remaining balance of \$240,512.65 (versus a balance of \$354,659.11 for 2013/2014).
- “Equipment Purchases, Replacement & Upgrades costs are remaining the same for 2014/2015, and includes the purchase of one new field truck.

I am happy to answer any questions or provide whatever additional information is requested as it relates to the draft budget for fiscal year 2014/2015.

Financial impacts to this Agenda Item: approval of Resolution No. 2014-05 establishes the tentative budget and assessment rates for the 2014/2015 fiscal year.

**KH**  
**Attachments**

SOUTH BROWARD DRAINAGE DISTRICT  
RESOLUTION N° 2014-05

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT APPROVING THE TENTATIVE BUDGET OF THE SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2014/2015, APPROVING THE TENTATIVE ASSESSMENT RATES FOR TAXATION OF REAL PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PROVIDING FOR A PUBLIC HEARING ON THE BUDGET AND ASSESSMENT RATES AS APPROVED; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the tentative budget for fiscal year 2014/2015 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 2014/2015 prepared by the District's Director, a copy of which is attached hereto as Exhibit "B" has been submitted to the District Board of Commissioners for approval; and

WHEREAS, a public meeting was held at the offices of the South Broward Drainage District, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:30 A.M. on Thursday, July 24, 2014, for the purpose of tentatively approving the proposed budget and approving the assessment rates for the fiscal year 2014/2015;

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 2014/2015, 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 2014/2015 as stated in Exhibit "B" to this resolution is tentatively approved as proposed.

3. A public hearing shall be held on the budget as approved and on the assessment rates as approved which will be held on Monday, September 15, 2013, at 8:30 A.M. at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331.

4. The District's Director or attorney shall prepare a notice of the September 15, 2014 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.

5. 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 hearing at which time the Board of Commissioners shall hear all objections to the budget as approved and assessment rates as approved and make changes as the Board deems necessary.

6. At the conclusion of the budget hearing to be held on September 15, 2014, the Board of Commissioners shall, by resolution, adopt a budget as finally approved by the Board and by separate resolution adopt the assessment rates as finally approved by the Board.

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

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

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

ADOPTED and DATED the \_\_\_\_\_ day of July, 2014.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: \_\_\_\_\_  
Scott Hodges, Chairperson

Attest:

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA            )  
  )§  
COUNTY OF BROWARD        )

The foregoing Resolution N° 2014-05 was acknowledged before me this \_\_\_\_\_ day of July, 2014, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_\_ day of July, 2014.

\_\_\_\_\_  
Notary Public - State of Florida at Large

[NOTARY SEAL OR STAMP]

SOUTH BROWARD DRAINAGE DISTRICT  
 PROPOSED BUDGET  
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015

	TOTALS
<b>I. SALARIES/WAGES:</b>	
1501. ADMINISTRATIVE/OFFICE	\$322,313
1503. BOARD OF COMMISSIONERS	\$37,800
1505. FIELD OPERATIONS	\$484,008
1506. ENGINEERING/INSPECTIONS/PERMITTING	\$241,417
1507. PAYROLL TAXES/FICA	\$83,044
1509. PENSION/FRS	\$98,771
1513. OTHER	\$65,000
TOTAL	\$1,332,353
<b>II. PROFESSIONAL FEES:</b>	
1520. ACCOUNTING/AUDIT FEES	\$24,500
1535. ENGR.FEES/SPECIAL PROJECTS/CONSULTING	\$25,000
1540. LEGAL FEES	\$70,000
1543. LEGAL FEES/SPECIAL PROJECTS	\$25,000
1544. OTHER	\$1,000
TOTAL	\$145,500
<b>III. INSURANCE:</b>	
1550. COMMERCIAL PROPERTY PACKAGE	\$41,475
1555. GENERAL/EXCESS LIABILITY	\$44,835
1560. GROUP HEALTH/LIFE/DENTAL	\$395,160
1570. WORKERS COMPENSATION	\$29,150
TOTAL	\$510,620
<b>IV. OFFICE AND ADMINISTRATION:</b>	
1575. ADVERTISING	\$8,500
1585. COMPUTER SUPPLIES/UPGRADES	\$15,000
1590. DUES/SUBSCRIPTIONS	\$6,600
1600. FPL/ELECTRIC	\$13,000
1603. GAS (LP)/AUXILIARY SERVICE	\$5,000
1605. JANITORIAL SERVICE	\$2,000
1610. LICENSES, FEES & EMS SERVICE	\$900
1615. MAINTENANCE CONTRACTS	\$6,400
1620. MISCELLANEOUS/UNIFORMS	\$2,500
1625. OFFICE SUPPLIES/POSTAGE	\$4,500
1630. PAYROLL SERVICE	\$3,600
1635. PRINTING/STATIONERY/DISPLAYS	\$1,800
1640. PUBLIC RECORDS	\$5,000
1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS	\$15,000
1650. WATER/SEWER	\$2,000
TOTAL	\$91,800

EXHIBIT "A" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N<sup>o</sup>. 2014-05

SOUTH BROWARD DRAINAGE DISTRICT  
 PROPOSED BUDGET  
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015

	TOTALS
<b>V. REPAIRS AND MAINTENANCE:</b>	
1655. BUILDINGS/GROUNDS	\$35,000
1660. EQUIPMENT RENTAL/OUTSIDE SERVICE	\$5,000
1665. EQUIPMENT/VEHICLES/BOATS	\$30,000
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	\$35,000
1690. PHOTOGRAPHY/SUPPLIES	\$350
1695. PUMP STATIONS & CONTROL STRUCTURES	\$70,000
1700. SAFETY/SCUBA/INSPECTION EQUIPMENT	\$2,500
1705. SANITATION/EXTERMINATION	\$6,000
1710. SMALL TOOLS/SHOP SUPPLIES	\$9,000
1715. WATER RECORDERS/ELEVATION GAUGES/TELEMETRY	\$8,000
TOTAL	\$318,350
<b>VI. FACILITIES REPAIR/ REPLACEMENT/ UPGRADES:</b>	
1720. CANAL CLEANING/SWALE RENOVATIONS/CLEANING	\$30,000
1725. CULVERT INSPECTIONS AND CLEANING	\$50,000
1730. CULVERT REPAIR/FLAPPER GATES	\$40,000
1735. ENDWALL REPAIR	\$5,000
1740. EROSION CONTROL	\$45,000
1745. GATES/BARRIERS/FENCES/SIGNS	\$5,000
1747. OUTFALL STRUCTURES/WEIRS	\$2,000
1750. TRASH RACKS/PILING/TANKS/PAINTING	\$10,000
1755. TREE REMOVAL	\$30,000
TOTAL	\$217,000
<b>VII. AQUATIC PLANT MGMT/WATER ANALYSIS :</b>	
1765. HERBICIDES	\$375,000
1770. TRIPLOID CARP/FISH GUARDS/MAINTENANCE	\$30,000
1775. WATER TESTING	\$6,000
TOTAL	\$411,000
<b>VIII. 1780. MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION &amp; EMPLOYEE DEVELOPMENT</b>	\$10,000
<b>IX. 1781. BASIN 3 DRAINAGE IMPROVEMENTS</b>	\$240,513

SOUTH BROWARD DRAINAGE DISTRICT  
 PROPOSED BUDGET  
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015

	TOTALS
X. 1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$40,000
XI. BROWARD COUNTY COLLECTION FEES (2%)	\$61,472
XII. DISCOUNTS (EARLY TAX PAYMENTS):	\$110,036
XIII. 1787. CONTINGENCY	\$10,000
<b>TOTAL BUDGET FUND</b>	<b>\$3,498,644</b>
DISTRICT REVENUE/INCOME	TOTALS
I. MAINTENANCE OPERATIONS/REVENUES (2013/2014 PROPERTY ASSESSMENT)	\$3,073,622
II. PERMIT FEES	\$30,000
III. 5 YR RECERTIFICATION PROGRAM	\$25,000
IV. RESIDENTIAL & LOS PERMIT FEES	\$18,000
V. TELECOMMUNICATIONS ANNUAL FEE	\$6,000
VI. APPROPRIATION OF FUND BALANCE	\$333,023
VII. INTEREST	\$12,000
VIII. MISCELLANEOUS INCOME	\$1,000
<b>TOTAL ESTIMATED REVENUES</b>	<b>\$3,498,644</b>



**SOUTH BROWARD DRAINAGE DISTRICT ASSESSMENT RATES  
FOR FISCAL YEAR BEGINNING OCTOBER 1, 2014  
AND ENDING SEPTEMBER 30, 2015**

<b>SUB-DISTRICT No.</b>	<b>OPERATIONS AND MAINTENANCE</b>		<b>TOTALS</b>
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, 2014  
AND ENDING SEPTEMBER 30, 2015**

<b>SUB-DISTRICT No.</b>	<b>OPERATIONS AND MAINTENANCE</b>		<b>TOTALS</b>
5J	\$64.00		\$64.00
HJ	\$24.00		\$24.00
5K	\$0.00		\$0.00
5M	\$64.00		\$64.00
5N	\$64.00		\$64.00
HN	\$0.00		\$0.00
5P	\$0.00		\$0.00
5R	\$0.00		\$0.00
HR	\$0.00		\$0.00
5S	\$0.00		\$0.00
5T	\$0.00		\$0.00
5U	\$0.00		\$0.00
5V	\$31.00		\$31.00
HV	\$24.00		\$24.00
5W	\$64.00		\$64.00
HW	\$24.00		\$24.00
5X	\$31.00		\$31.00
HX	\$0.00		\$0.00
6 (B6)	\$24.00		\$24.00
7 (B7)	\$31.00		\$31.00
7V	\$24.00		\$24.00
7M	\$21.50		\$21.50
RC	\$21.50		\$21.50
7K	\$64.00		\$64.00
8 (B8)	\$31.00		\$31.00
8V	\$24.00		\$24.00
8M	\$21.50		\$21.50
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, 2014  
AND ENDING SEPTEMBER 30, 2015**

<b>SUB-DISTRICT No.</b>	<b>OPERATIONS AND MAINTENANCE</b>		<b>TOTALS</b>
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, 2014  
AND ENDING SEPTEMBER 30, 2015**

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