

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES
JULY 26, 2012**

Present:

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

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

Absent:

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Meeting called to order at 8:10 A.M. followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the June 28, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and was carried unanimously.

04. DIRECTOR'S REPORT

A. VACATION AND RE-DEDICATION OF SURFACE WATER MANAGEMENT AREAS FOR CODORNIU PROPERTY, SWR, FL

The owner of the property located at 5131 S.W. 167th Avenue, SWR is requesting that SBDD vacate the Surface Water Management Area that was previously designated and recorded in the Broward County public records, so that they can re-dedicate a new SWMA over the property to comply with the 20% SWMA requirements. The District Director provided information on the SWMA to be vacated and the new SWMA to be dedicated. The staff has reviewed the request and has no objections.

Commissioner Minnaugh moved for approval of the vacation and re-dedication of SWMA for the Codorniu property. Motion was seconded by Commissioner Santana-Woodall and was carried unanimously.

B. VARIANCE REQUEST FOR MS. JANET VINOV STEINBERG, LAS BRISAS AT SILVER LAKES, P.P., FL

The owner of the property located at 17840 N.W. 19th Street, Pembroke Pines, in the Las Brisas Community of Silver Lakes is requesting a variance from SBDD for an existing concrete patio deck located within a SBDD 20-Foot Lake Maintenance Easement (LME). The patio was constructed in 2001 as part of a screened-in patio enclosure, and a Building Permit was issued by the City of Pembroke Pines. At that time, the City did not require a sign-off from SBDD. The screened-in portion of the patio was blown away by Hurricane Wilma and the concrete slab portion remains. There are no electrical elements within the easement. The concrete patio does not meet SBDD Criteria. The owner of the property, Mrs. Steinberg met with the Variance Review Committee (VRC) on July 3, 2012.

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

Commissioner Minnaugh moved for approval of the variance to allow the concrete slab to remain within the LME. Motion was seconded by Commissioner Goggin.

Commissioner Mersinger said that the homeowner pulled the necessary permits and acted in good faith. She said that as far as the homeowner knew, they did everything in accordance with the City of Pembroke Pines criteria.

With no further discussion, the question was called and it was carried unanimously.

C. VARIANCE REQUEST FOR MR. PEDRO SOTOMAYOR, MARINA ISLES AT SILVER LAKES, MIRAMAR, FL

The owner of the property located at 18242 S.W. 33rd Street, Miramar, in the Marina Isles Community of Silver Lakes, is requesting a variance from SBDD for an existing paver walkway/sitting area, paver patio and barbeque grill located within a SBDD 20-Foot LME. The walkway/sitting area, patio and grill were constructed prior to the date that the property owner, Mr. Sotomayor, purchased the property in 2008, and they do not meet SBDD Criteria. Based on aerial photos from the Broward County Property Appraiser's web page, it appears that the walkway/sitting area, patio deck and grill were constructed prior to 2006. Mr. Sotomayor has applied for a permit from SBDD for all other improvements within the LME that currently meet SBDD Criteria, and will be removing all electrical elements from the LME.

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

for consideration.

The requested variance is to allow a paver walkway/sitting area, paver patio and barbeque grill to remain within a SBDD 20-Foot LME. The Silver Lakes Community Association has conditionally approved the paver decks, walk-way and other improvements subject to approval of the variance and permits by SBDD. If the variance is approved, the homeowner will be required to enter into an Indemnification and Hold Harmless Agreement with SBDD and pay for all associated legal fees.

Commissioner Minnaugh moved for approval of the variance to allow paver walkway/sitting area, paver patio and barbeque grill to remain within the SBDD 20-Foot LME conditioned on Mr. Sotomayor removing the electrical from the LME and entering into an Indemnification and Hold Harmless Agreement. Motion was seconded by Commissioner Mersinger.

In discussion, Commissioner Mersinger said that she finds it difficult to penalize someone who has acted in good faith, pulled permits legally, and has gone through all the proper channels. She commented that the officials that need to inform the homeowner of what is allowed and appropriate or not allowed and appropriate, seem to keep letting things slip through the cracks.

Vice Chair Ryan had concerns with the barbeque grill/deck area that is very close to the lake. He asked District Director Hart if the deck pavers where the BBQ grill is located, were a wood deck, would it be okay? District Director Hart said yes it would. He said that by square footage standards it does meet SBDD criteria for a wood deck. Vice Chair Ryan asked Mr. Sotomayor how difficult it would be for him to change the paver deck into a wood deck. Mr. Sotomayor replied that he had no plans on re-constructing anything in the easement and that if he were to change it from pavers to wood, that it would have cost implications that he was not counting on.

Chair Hodges also had concerns about approving the BBQ grill area because of how close it is to the water.

Commissioner Good agreed with Commissioner Mersinger on the fact that the homeowner has been doing everything in good faith, etc. and should not be penalized; and does not know how much of the burden should be placed on the new homeowner.

Commissioner Goggin agreed with Chair Hodges and Vice Chair Ryan, and expressed his concerns with the fact that the BBQ grill area was built so close to the water's edge. He said he does not see any documentation that shows that a Contractor or an Engineer had inspected it. He commented that typically the District does not allow any BBQ grills, especially permanently built ones, to be in the District's LME. He is not very comfortable with allowing the BBQ grill area to remain within the LME. He said that he would prefer to have some type of documentation stating that it's structurally sound, and for further review to take place before he can agree to allow this BBQ grill area to remain within the LME.

Commissioner Good commented that since the homeowner will be signing a “Hold Harmless Agreement”, he does not have any problem with allowing it to stay.

Attorney Bell explained that in the Indemnification Agreement it will have a provision that states, “The District is not investigating or assuring the structural integrity and that the property owner is solely responsible for the structural integrity”. On the other hand, the Board can always ask for an Engineering Certificate that shows that it is structurally sound.

Commissioner Minnaugh suggested that the District consider placing the following clause into the Agreement: “Prior to the transfer of ownership whether by gift, deed, etc., the BBQ grill/paver area must be removed and inspected by the District to confirm that it has been removed.”

Attorney Bell read a paragraph from the Indemnification Agreement that would cover the District in regards to the structural responsibility, but reiterated that it would be up to the Board to decide whether they want an Engineering Certificate.

Vice Chair Ryan made a motion to amend the previous motion to require the 6’ x 12’ BBQ grill/paver area to be replaced with wood decking. The motion died by lack of a second.

The question was called, a roll call was taken and the motion was carried by a 4 to 3 vote with opposing votes from Chair Hodges, Vice Chair Ryan, and Commissioner Goggin.

D. RESOLUTION 2012-09 – AUTHORIZING DISTRICT TO ENTER INTO AGREEMENTS REQUIRED FOR CONSTRUCTION OF IMPROVEMENTS IN EASEMENTS AND/OR DISTRICT OWNED LAKE AREAS

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

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

Approval of this Resolution will eliminate the current procedure of the SBDD attorney

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

Commissioner Minnaugh clarified that any variances would still have to come before the Board for approval. District Director Hart confirmed this and stated that regardless of the situation, all variances would still need to come before the Board for approval.

Commissioner Minnaugh moved for approval of Resolution 2012-09- Authorizing District to enter into agreements required for construction of improvements in easements and/or District owned lake areas. Motion was seconded by Commissioner Goggin and it was carried unanimously.

E. RESOLUTION 2012-10 – AUTHORIZING DISTRICT TO ENTER INTO AGREEMENTS REQUIRED FOR VARIANCE APPROVALS

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

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

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

Proposed Resolution No. 2012-10 would supersede SBDD Resolution No. 92-7, which granted SBDD a similar authority under the criteria that was in place in 1992. In 1992 any improvement within a lake maintenance easement (LME) and within lake/water body property required a variance. Resolution 92-7 authorized SBDD to issue permits and enter into agreements for these types of improvements, provided that certain requirements were met. Since that time, the SBDD Criteria Manual has been updated to allow improvements in LME's, other easements, and lake/water body property

owned by the SBDD without a variance. Proposed Resolution 2012-10 conforms to the current SBDD Criteria and practices.

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

Commissioner Minnaugh moved for approval of Resolution 2012-10 - Authorizing District to enter into agreements required for variance approvals. Motion was seconded by Commissioner Santana-Woodall and it was carried.

Commissioner Good then raised a question regarding the Board's previous approval of Resolution 2012-09. Commissioner Good agreed with Commissioner Minnaugh that the District should incorporate the language she suggested previously in the discussion on Mr. Sotomayor's variance. After further discussion ensued, and in order to be fair to the present owner, it was agreed by the Board that the District should incorporate such language into the Agreement regarding transfer of ownership, etc. and the removal of improvements approved under a variance.

Commissioner Good made a motion that staff modify the Agreement to incorporate language that would require removal of the items discussed in the variance prior to the transfer of ownership of the property. Commissioner Minnaugh seconded the motion for discussion.

After further discussion, Attorney Bell suggested that a motion to reconsider Agenda Item 4.C. be made, where this item can be tabled for the next meeting. He also suggested that when someone comes in for a permit, whether or not it includes a variance, everything should be included in the one Agreement. He then said that maybe there should be one agreement for the variance part and another for the permittable part, but that might create a problem. District Director Hart said that this issue could be addressed in the Agreement.

Commissioner Good withdrew his previous motion and Commissioner Minnaugh withdrew her second to the motion.

Commissioner Good made a motion to reconsider Resolution 2012-09. Commissioner Minnaugh seconded the motion and it was carried unanimously.

Commissioner Mersinger made a motion to table Resolution 2012-09. Commissioner Minnaugh seconded the motion and it was carried unanimously.

At this time, public hearing convened.

05. 9:00 A.M. PUBLIC HEARING REGARDING THE SOUTH BROWARD DRAINAGE DISTRICT 2012/2013 FISCAL YEAR BUDGET (SEE SEPARATE AGENDA)

DISTRICT CHAIRPERSON PRESENTS:

(A) The name of the taxing District is South Broward Drainage District.

DISTRICT DIRECTOR PRESENTS THE PROPOSED BUDGET FOR FISCAL YEAR 2012-2013:

District Director Hart presented the Board with a proposed budget for fiscal year 2012/2013. He indicated that the proposed budget for next fiscal year is \$3,346,670, which represents a 7.5% increase from the previous year. No changes to the current assessment rates were recommended.

QUESTIONS AND COMMENTS FROM COMMISSIONERS REGARDING THE TENTATIVE BUDGET FOR FISCAL YEAR 2012/2013.

Vice Chair Ryan asked District Director Hart why the District is currently under budget and why expenses have not matched revenues over the past several years. He believes that the District should spend the amount budgeted as close as possible.

District Director Hart explained that because hurricane season falls during the last four months of the fiscal year, and the uncertainty associated with the hurricane season, the District is typically conservative with spending through the first 8 months. The District does try, as much as possible, to budget for actual, anticipated expenses, however some line items are directly related to costs associated with storms and major rainfall events.

District Director Hart then explained that the increase in the budget was attributed to an increase in Budget Line item No. 1408 - "Appropriation of Fund Balance", which includes \$357,531 for the "Basin 3 Drainage Improvements" covered under the District's Agreement with Duke Realty. It was recommended by the Accountant that these funds be allocated under line item No. 1408 because the revenue for these improvements was received in 2012, and therefore should be reflected as an Appropriation of Fund balance in next year's proposed budget. Proposed tax revenues for 2012/2013 are basically the same as for 2011/2012. With the exception of the Appropriation of Fund Balance associated with the Basin 3 Drainage Improvements, revenues are projected to decrease by 4% from last year's budget.

Although several adjustments were made, District Director Hart said that the current level of District operations, maintenance, and repairs is projected to remain constant for the next fiscal year; and that budgeted expenses for fiscal year 2012/2013 are consistent with expenses for 2011-2012.

Vice Chair Ryan commented that he noticed that a couple of the line items were a bit more than in the previous year. District Director Hart said that he has outlined the adjustments from last year's budget to this year's budget and with the exception of the insurance, most costs have decreased this year.

Commissioner Goggin asked about line item 1513 for payroll/other. He wanted District Director Hart to elaborate. District Director Hart indicated that this item includes overtime as needed, and the payment of unused benefits in accordance with the SBDD Employee Policy Handbook. Commissioner Goggin also asked about line item 1505 for field

operations. He said that “field operations” does not give him a specific description for that line item. District Director Hart explained that payroll costs fall into three categories (administrative/office, field operations and engineering/permitting). He said he will include the word “staff” to these items.

PUBLIC DISCUSSION AND QUESTIONS ON TENTATIVE TAXES, ASSESSMENT RATES AND BUDGET FOR FISCAL YEAR 2012/2013

Mr. Bob Busch commented that budgeting on an annual basis for things that are non-annual, such as a hurricane, should be handled through the Reserve accounts.

DISTRICT CHAIRPERSON CLOSES PUBLIC DISCUSSION.

ADDITIONAL QUESTIONS/COMMENTS FROM COMMISSIONERS REGARDING TENTATIVE TAXES, ASSESSMENT RATES AND BUDGET FOR FISCAL YEAR 2012/2013:

None.

DISTRICT CHAIRPERSON PRESENTS RESOLUTION NO. 2012-11 WHICH APPROVES THE TENTATIVE TAXES, ASSESSMENT RATES AND BUDGET FOR FISCAL YEAR 2012/2013 AND SCHEDULES A BUDGET WORKSHOP FOR SEPTEMBER 13, 2012 AT 7:00 P.M. AND THE FINAL PUBLIC HEARING ON THE TAXES, ASSESSMENT RATES AND BUDGET FOR SEPTEMBER 27, 2012 AT 8:00 A.M. AT THE DISTRICT’S HEADQUARTERS

Commissioner Minnaugh made a motion for the approval of Resolution 2012-11 – Approval of the Tentative Taxes, Assessment Rates and Budget for Fiscal Year 2012/2013. Commissioner Santana-Woodall seconded the motion and it was carried unanimously.

PUBLIC HEARING ADJOURNED AT 9:25 A.M.

F. REQUEST TO TRANSFER FUNDS FROM CAPITAL IMPROVEMENTS COMMITTED ACCOUNT TO GENERAL OPERATING ACCOUNT

This is a formal request to transfer funds from the Capital Improvements Committed Account to the General Operating Account for a recently completed project, converting two pumps from oil lubricating to water in the amount of \$30,544.00. The project included conversion of the #1 Pump Station at the S-7 and #4 Pump Station at the S-1, as previously approved by the Board.

Commissioner Minnaugh moved for approval for the transfer of funds from Capital Improvements Committed Account to General Operating Account. Motion was seconded by Commissioner Goggin and was carried unanimously.

G. REINVESTMENT OF DISTRICT FUNDS

District Director Hart said that there are two investment funds that are scheduled to

mature in first week of August. One is an investment of Israeli Bonds in the amount of \$990,000.00 and the second a Tri-State Capital CD in the amount of \$247,500.00.

Upon maturity of these investments, the District will have approximately \$1,237,500 of cash-on-hand.

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

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

The new CDs would be purchased under the best terms and interest rates available.

District Director Hart requested approval to re-invest the monies that will become available in August 2012 from two maturing investment funds under the best terms and interest rate available as recommended by the Finance and Investment Committee.

Commissioner Minnaugh moved for approval for the reinvestment of District funds as recommended. Motion was seconded by Commissioner Mersinger.

Vice Chair Ryan suggested that the District consider investing in other investments. Commissioner Minnaugh explained that there are just a few approved banks that the District is allowed to invest in. District Director Hart said that there are other investments that the District can consider, however, in the short term, the interest rates are almost the same as the CD. He said that he agrees with Commissioner Minnaugh that by investing in a ladder approach, if things do change, the District will have cash available to place in other investments.

The question was called and it was carried unanimously.

H. UPDATE ON GRAND PALMS

The Settlement Agreement has been signed by Grand Palms, SBDD and by NGP V (the new owners of 15500 Pines Boulevard property). Only one party remains to sign the agreement, and that is GL Homes. Although they have no liability or interest in the property, they are party to the lawsuit and therefore need to sign the Agreement. District Director Hart said that a conference call is scheduled for Friday between the attorneys to resolve all the remaining issues on this matter.

Once all parties sign, and the documents are recorded, the releases will be held in escrow. The preparation of the drawings and price bidding will be the next step, and finally, construction would take place. Grand Palms is continuing to progress on their 5-year drainage recertification.

I. OTHER

District Director Hart introduced three representatives of the U.S. Army Corp. of Engineers: Al Burns, Paul Stevenson, (Biologist) and Christyn Wiederhold, (Hydraulic Engineer). He said they are very involved in the Broward County Water Preserve Area Project that includes the C-11 Impoundment, C-9 Impoundment and the Seepage Management Area that was discussed at previous meetings. He said that they are here this week to have a series of meetings with different agencies. District Director Hart gave some tentative dates on the project.

Tentative dates subject to change:

C-11 Impoundment –	Anticipated Start Date: August 2016 Completion Date: December 2019
Seepage Management Area –	Anticipated Start Date: April 2019 Completion Date: July 2025
C-9 Impoundment -	Anticipated Start Date: April 2022 Completion Date: July 2025

He said that although the project is far in the horizon, the Army Corp of Engineers have indicated that as it moves through the design, SBDD will be invited to monthly progress meetings and will be involved in those updates, and will have an opportunity to have some input. He said that the meeting he attended yesterday was very informative and helpful in giving him a better understanding on the project, and how it will move forward.

06. ATTORNEY'S REPORT:

None.

07. APPROVAL OF LEGAL FEES

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

08. BOARD MEMBER'S QUESTIONS/COMMENTS

Vice Chair Ryan said that some of the residents from his area are interested in having a Holiday Boat Parade on the lake at Taft & Flamingo. He wanted to get a consensus from the Board if this would be possible. He commented that perhaps they would allow, for a one-day period only, gasoline powered boats, provided that they do not exceed any kind of wake speed.

Commissioner Mersinger asked Vice Chair Ryan how the HOA feels about this. Vice Chair Ryan said that they were excited about it. He said a set of rules can be provided.

Commissioner Minnaugh asked attorney Bell if this would be possible. Attorney Bell replied that historically this was never approved because of potential liability issues, and that other requests have come in similar to this one. Commissioner Santana-Woodall recalls a time when she requested to use one of the lakes for sail boat training for the Boy Scouts and it was denied because of liability issues. Vice Chair Ryan said that if that's the case, he will recommend that the residents only use electric boats.

09. MEETING DATES

- A. SBDD REGULAR BOARD MEETING WILL BE HELD ON **THURSDAY, AUGUST 30TH AT 8:00 A.M.**

Adjournment at 10:00 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

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MEMORANDUM

DATE: August 23, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Proposed Resolution No 2012-09

Comments:

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

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

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

This item was tabled at the last Board meeting with a request by the Board to add language to the Agreements that would require certain improvements to be removed by the property owners prior to transferring ownership of the property.

KH
Attachments

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

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

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

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

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

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

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

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

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

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

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

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

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

obtain a permit and approval for construction of the Improvements for which the Variance was approved; and

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

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

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

WHEREAS, a public hearing was held at 8:00 A.M. on Thursday, August 30, 2012 at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreements, attached hereto as Exhibit "1" and Exhibit "2" and authorizing the District to enter into the proposed Agreements with Property Owners upon certain conditions;

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

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

2. That upon approval of a Variance submitted by Property Owners owning property within the District, the District is authorized to enter into an agreement with said Property Owners for construction of the proposed Improvements within the Easement so long as the Property Owners have provided all documents required by the District in the form acceptable to the District, have executed the applicable Agreement attached hereto as Exhibit "1" and Exhibit "2" and have paid the District's required fees and

expenses associated with the approval and recording of the Agreement.

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

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

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

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

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

8. If one or more of the covenants, agreements or provisions of this Resolution, or the Exhibits hereto, or the procedures contained herein, shall be determined to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any

reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, the Exhibits attached hereto, or the procedures contained herein.

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

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

ADOPTED AND DATED the _____ day of _____, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

EXHIBIT " 1 "

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

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

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

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

WITNESSETH

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

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

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

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

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

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

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

Improvements on _____; and

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

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

WHEREAS, for those Improvements approved by the Variance, the District may require some or all of said Improvements to be removed prior to the transfer of ownership of the Subject Property by the current Property Owners or within sixty days of transfer if said transfer is by operation of law or beyond the control of Property owners; and

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

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

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

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

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

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".

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

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

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

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

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

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

restore the Improvements must comply with the District's criteria and requirements of this Agreement.

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

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

11. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, lake bank or Improvements shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

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

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

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

15. Property Owners by signing this Agreement agree to remove the following portion of the Improvements approved under the Variance prior to the transfer of ownership of the Subject Property or within sixty days of transfer to the subsequent property owners if said transfer is by operation of law or beyond the control of the Property Owners: _____

Failure by Property Owners to remove the above described improvements prior to the transfer of ownership of the Subject Property or by the subsequent property owners within sixty days as stated herein shall constitute a breach of this Agreement and the subsequent property owners of Subject Property shall be required to apply for and obtain a new permit through the District, including any required variances, which may be unreasonably denied. Furthermore, District shall have the right to remove said Improvements without being liable to the Property Owners or subsequent property owners for any damage which may occur to the Subject Property or the Improvements. The subsequent property owner shall be required to fully reimburse the District for all costs associated with the removal of said above described Improvements by the District, including all associated attorney's fees incurred as a result of having

taken such action, which costs shall be subject to payment by the subsequent property owners to the District in accordance with the provisions of paragraph 13 and other applicable provisions of this Agreement.

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

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

As to Property Owners:

Name:
Address:

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

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

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

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

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

27. 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.

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

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

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, CHAIRPERSON

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E GOGGIN, IV SECRETARY

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)S
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

Notary Public
State of Florida at Large:

"Property Owner(s)"

Witness Signature

By: _____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) \$
COUNTY OF BROWARD)

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

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) \$
COUNTY OF BROWARD)

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

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

EXHIBIT " 2 "

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

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

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

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

WITNESSETH

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

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

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

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

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

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

"Easement Improvements", within the Easement; and

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

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

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

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

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

WHEREAS, for those Improvements approved by the Variance, the District may require some or all of said Improvements to be removed prior to the transfer of ownership of the Subject Property by the current Property Owners or within sixty days of transfer if said transfer is by operation of law or beyond the control of Property owners; and

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this Agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Easement or Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

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

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

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

17. Property Owners by signing this Agreement agree to remove the following portion of the Improvements approved under the Variance prior to the transfer of ownership of the Subject Property or within sixty days of transfer to the subsequent property owners if said transfer is by operation of law or beyond the control of the Property Owners: _____

_____ Failure by Property Owners to remove the above described improvements prior to the transfer of ownership of the Subject Property or by the subsequent property owners within sixty days as stated herein shall constitute a breach of this Agreement and the subsequent property owners of Subject Property shall be required to apply for and obtain a new permit through the District, including any required variances, which may be unreasonably denied. Furthermore, District shall have the right to remove said Improvements without being liable to the Property Owners or subsequent property owners for any damage which may occur to the Subject Property or the Improvements. The subsequent property owner shall be required to fully reimburse the District for all costs associated with the removal of said above described Improvements by the District, including all associated attorney's fees incurred as a result of having taken such action, which costs shall be subject to payment by the subsequent property owners to the District in accordance with the provisions of paragraph 13 and other applicable provisions of this Agreement.

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

As to District:

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

As to Property Owners:

Name:
Address:

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

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

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

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

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

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

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

and any other necessary expenses.

29. 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.

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

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

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, Chairperson

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E. GOGGIN IV, Secretary

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)S
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

"Property Owner(s)"

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

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

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

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

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

MEMORANDUM

DATE: August 23, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Contract Award for SBDD Tree Removal and Trimming in Southwest Ranches

Comments:

SBDD advertised for bids for Tree Removal and Trimming in Southwest Ranches at sixteen (16) locations. We received a total of nine (9) bids. The bids ranged in price from \$7,990.00 to \$93,150.00. Each bidder was required to visit all site locations with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The lowest bid received was submitted by Pan American Landscaping LLC (Pan American) in the amount of \$7,990.00. SBDD has reviewed the bid submitted by Pan American and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. Pan American has performed work for the District in the past and the District has been satisfied with their work.

I am recommending that the District award the contract for the SBDD Tree Removal and Trimming in Southwest Ranches to Pan American Landscaping LLC in the amount of \$7,990.00 as the lowest responsive, responsible bidder.

This is to request approval to award the contract for the SBDD Tree Removal and Trimming in Southwest Ranches to Pan American Landscaping LLC in the amount of \$7,990.00. Funding for this project will come from the SBDD General Operating account as part of the 2011-2012 Budget.

KH
Attachments

**FINAL
BID TABULATION**

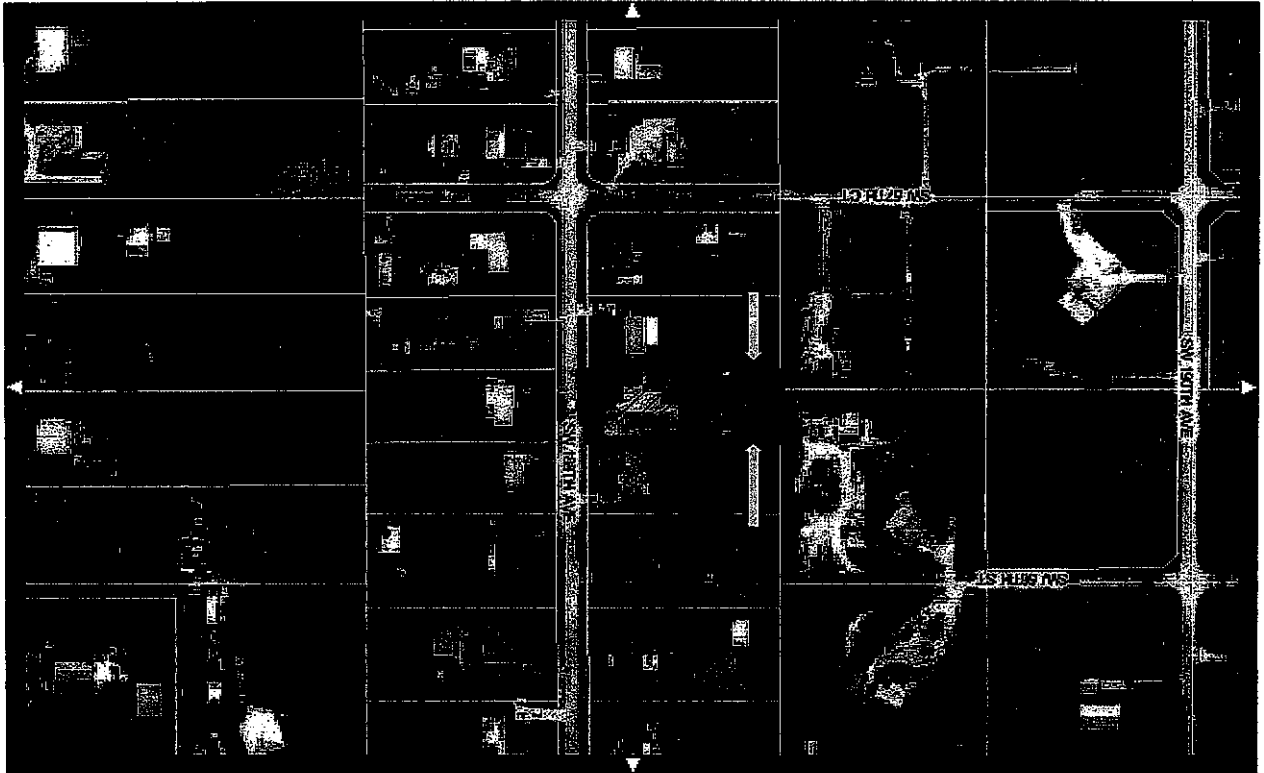
SOUTH BROWARD DRAINAGE DISTRICT

**TREE REMOVAL & TRIMMING IN THE
SOUTHWEST RANCHES**

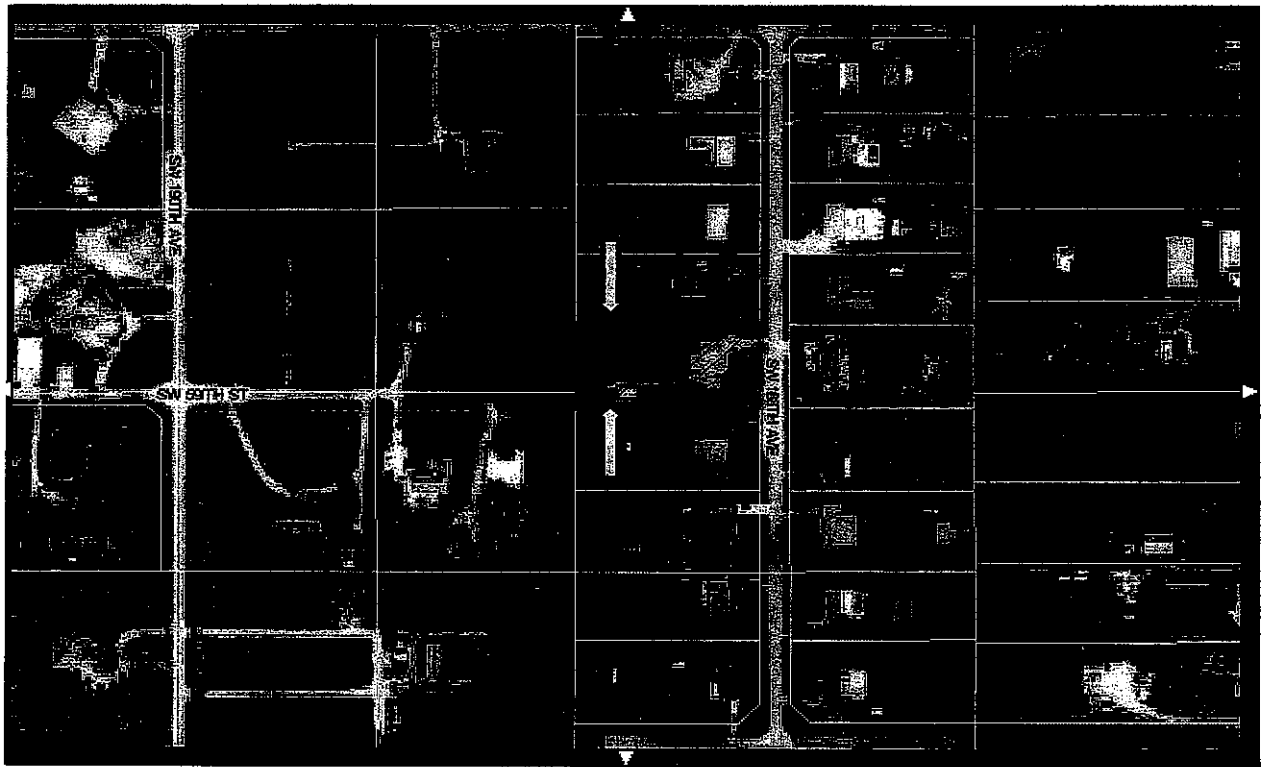
Thursday, August 16, 2012

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

<u>COMPANY NAME</u>	<u>LUMP SUM FOR ALL LOCATIONS</u>	<u>COMMENTS</u>
PAN AMERICAN LANDSCAPING	\$7,990.00	
EDJ SERVICE INC.	\$9,475.00	
BACK BAY AQUATICS & LANDSCAPE	\$11,555.75	
ELAN LAWN & LANDSCAPING	\$19,100.00	
FLORIDA TURF & LANDSCAPE HORTICULTURE, INC.	\$20,756.00	
SUPERIOR LANDSCAPING & LAWN SVCS., INC.	\$26,098.00	
FLORIDA COAST SERVICES, INC.	\$28,600.00	
COUNTY WASTE INC.	\$32,931.80	
TTC ENVIRONMENTAL	\$93,150.00	



LOCATION #1: 5581 S.W. 188th Avenue, SWR



LOCATION #2: 5781 S.W. 188th Avenue, SWR



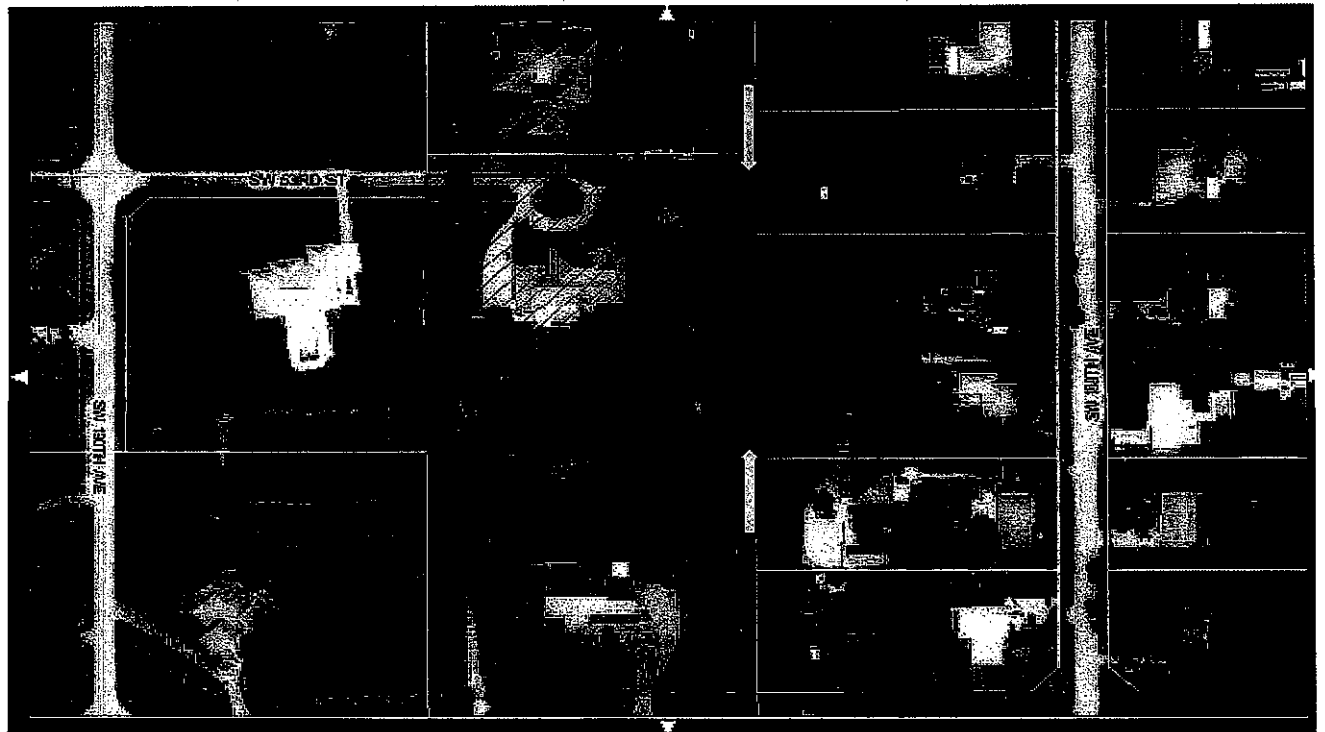
LOCATION #3: 5801 S.W. 188th Avenue, SWR



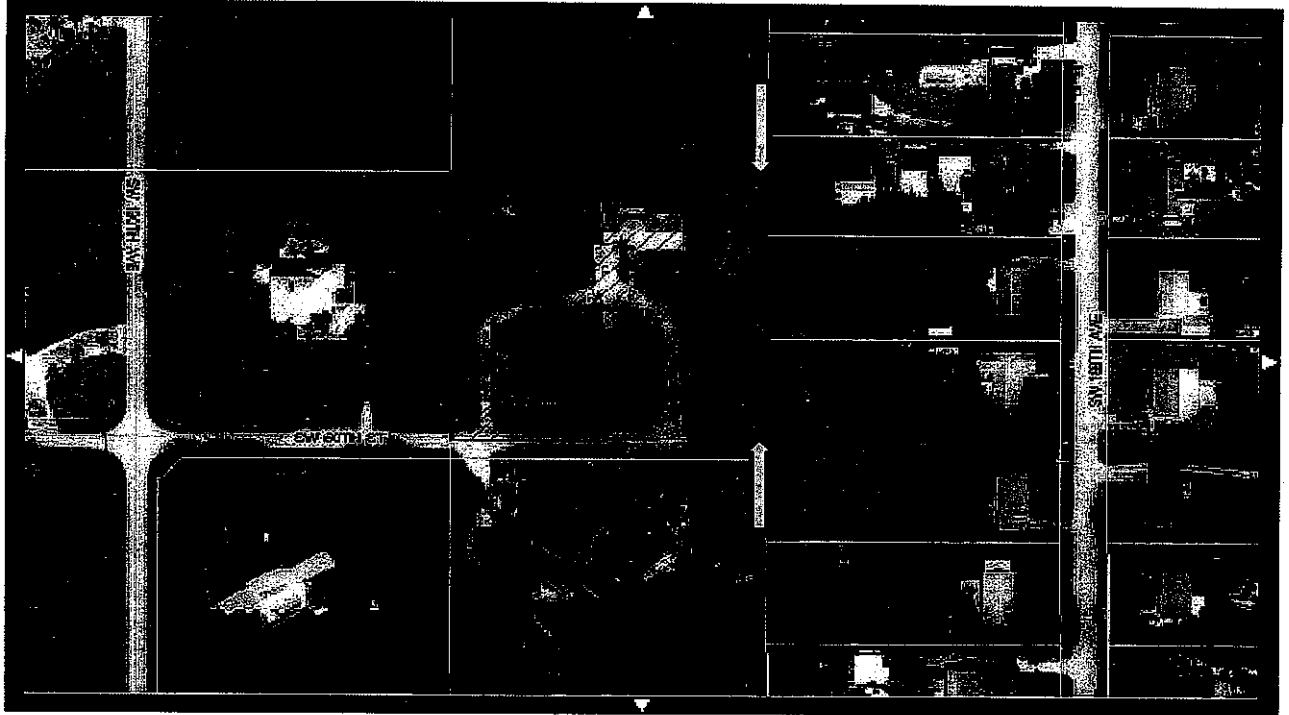
LOCATION #4: 18900 S.W. 54th Place, SWR



LOCATION #5: 18901 S.W. 53rd Street, SWR



LOCATION #6: 18900 S.W. 53rd Street, SWR



LOCATION #7: 18901 S.W. 50th Street, SWR



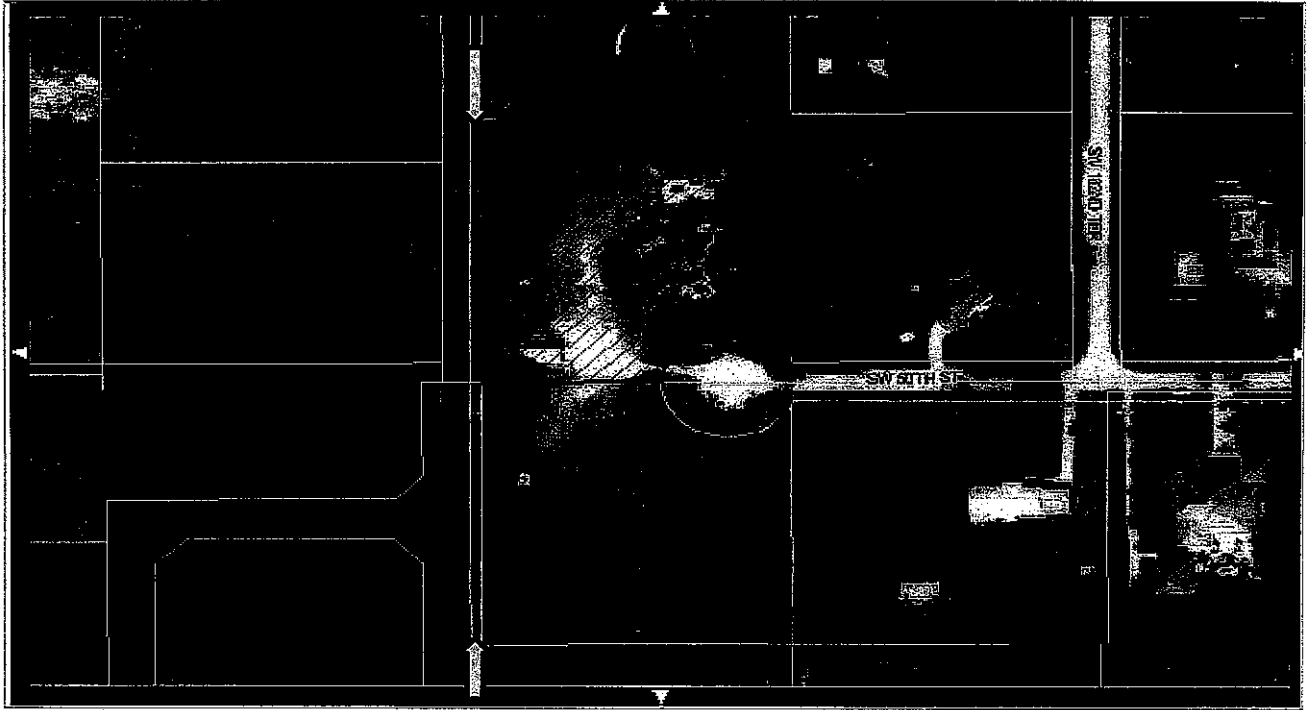
LOCATION #8: 18331 S.W. 48th Street, SWR



LOCATION #9: 18100 S.W. 50th Street, SWR



LOCATION #10: 18340 S.W. 48th Street, SWR



**LOCATION #11: 18391 S.W. 50th Street &
Vacant Lot South, SWR**



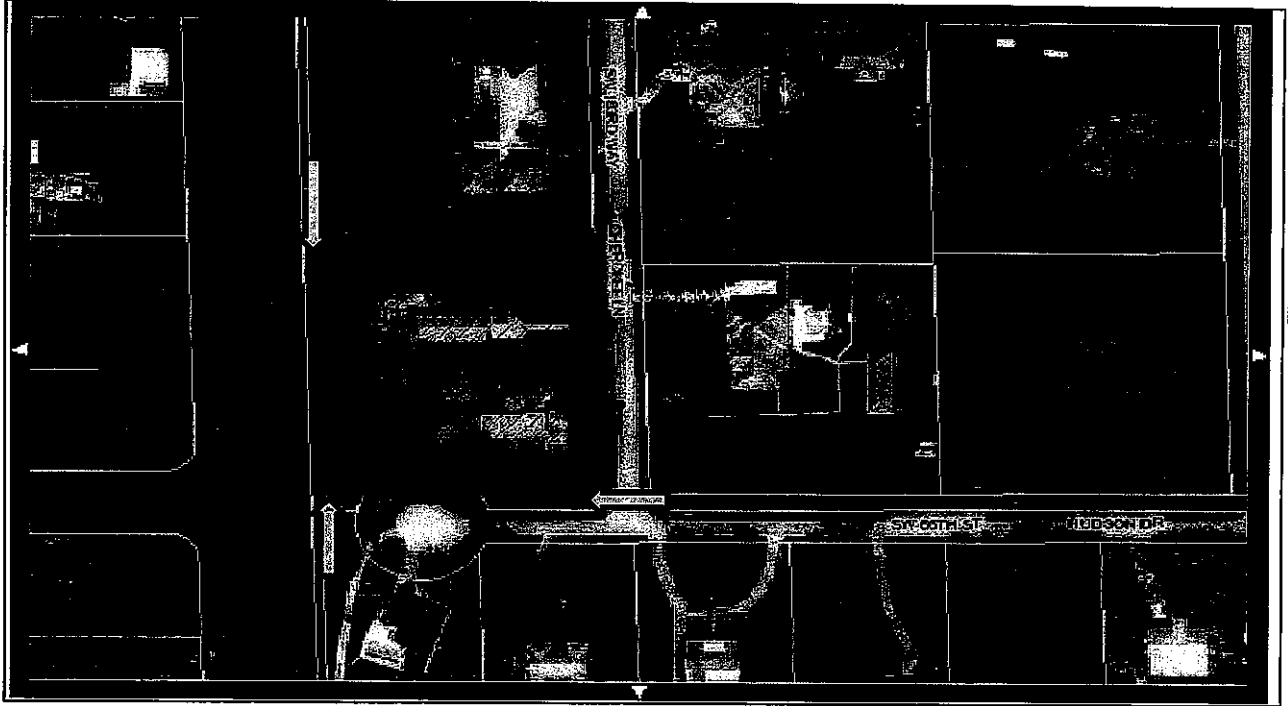
LOCATION #12: 18130 S.W. 50th Court



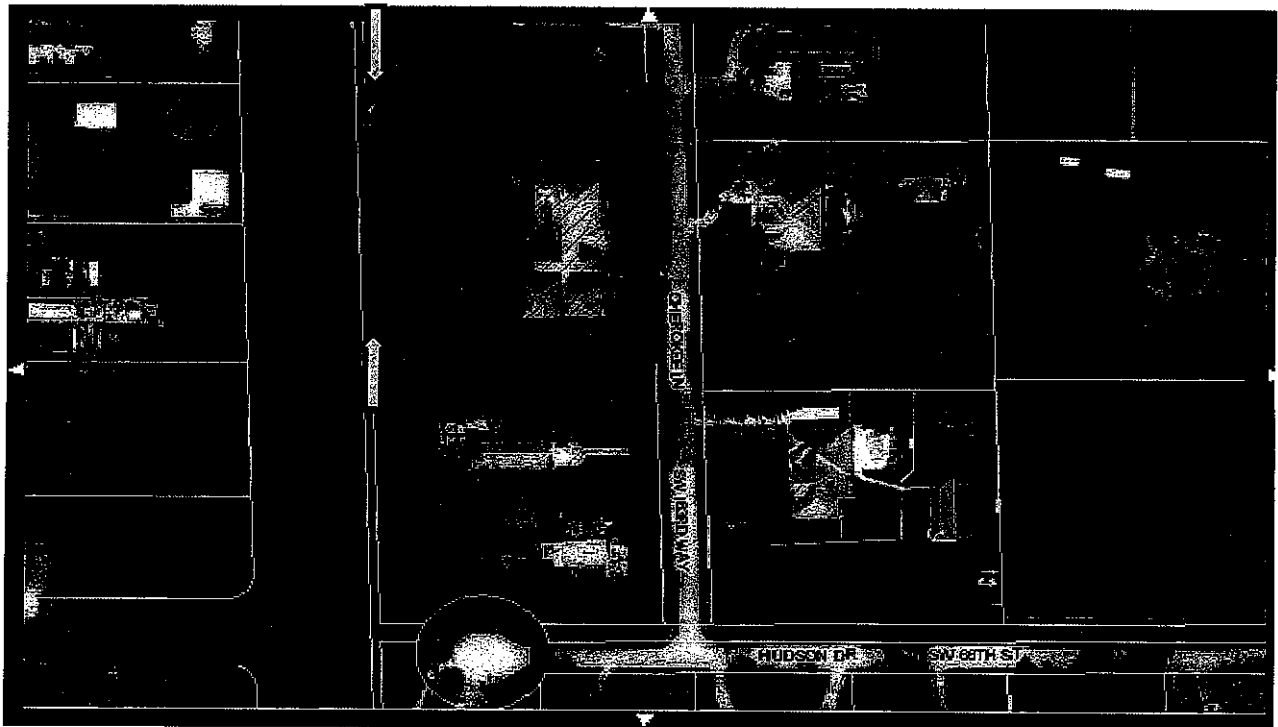
LOCATION #13: 18051 S.W. 57th Street, SWR



LOCATION #14: Vacant Lot West of
7110 S.W. 182nd Way, SWR



LOCATION #15: 6521 S.W. 183rd Way, SWR



LOCATION #16: 6451 S.W. 183rd Way, SWR

MEMORANDUM

DATE: August 23, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Contract Award for Stormwater Culvert Cleaning Project

Comments:

SBDD advertised for bids for the stormwater culvert cleaning at twelve (12) locations. We received a total of four (4) bids. The total Bid amounts ranged in price from \$41,835.00 to \$64,650.00. Each bidder was required to visit each job site location with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

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

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 bid requirements.

The lowest bid for each of the 12 sites varies among all four bids. Therefore, it is recommended that the bid be awarded on a split basis as follows:

1. Seamar Divers, LLC in the amount of \$9,000 as the lowest responsive, responsible bidder for Site Nos. 1, 3, 5, 6, & 7.
2. Proline Vactor Services, Inc. in the amount of \$11,535 as the lowest responsive, responsible bidder for Site Nos. 2, 9, 10, & 11.
3. A-1 Pipe Cleaning in the amount of \$14,350 as the lowest responsive, responsible bidder for Site Nos. 4 & 12.
4. Industrial Divers Corp in the amount of \$2,900 as the lowest responsive, responsible bidder for Site No. 8.

The total of all four contracts will be \$37,785.

This is to request approval to award contracts for the Stormwater Culvert Cleaning Project on a split basis as noted above. The total of all four contracts will be \$37,785 and funding for this project will come from the SBDD General Operating Account as part of the 2011-2012 Budget.

KH
Attachment

FINAL BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT
STORMWATER CULVERT CLEANING PROJECT
Thursday, August 16, 2012

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

	SEAMAR DIVERS, LLC.	PROLINE VACTOR SERVICES, INC.	A-I PIPE CLEANING	INDUSTRIAL DIVERS CORP.
SITE #1	\$1,800.00	\$2,100.00	\$2,850.00	\$2,900.00
SITE #2	\$4,500.00	\$2,750.00	\$2,850.00	\$3,700.00
SITE #3	\$1,800.00	\$2,100.00	\$2,850.00	\$2,900.00
SITE #4	\$9,000.00	\$6,750.00	\$5,750.00	\$12,500.00
SITE #5	\$1,800.00	\$1,850.00	\$2,850.00	\$3,250.00
SITE #6	\$1,800.00	\$2,100.00	\$2,850.00	\$5,900.00
SITE #7	\$1,800.00	\$3,750.00	\$4,350.00	\$3,250.00
SITE #8	\$3,600.00	\$2,950.00	\$3,850.00	\$2,900.00
SITE #9	\$2,700.00	\$2,250.00	\$2,850.00	\$2,500.00
SITE #10	\$2,700.00	\$2,685.00	\$2,850.00	\$5,900.00
SITE #11	\$7,200.00	\$3,850.00	\$5,750.00	\$6,450.00
SITE #12	\$14,400.00	\$8,700.00	\$8,600.00	\$12,500.00
LUMP SUM FOR ALL LOCATIONS	\$53,100.00	\$41,835.00	\$48,250.00	\$64,650.00
COMMENTS:				

PROJECT NAME:

AUGUST 2012 STORMWATER CULVERT CLEANING PROJECT

LOCATIONS/DESCRIPTION:

	Location	Pipe #	Size/Length	Description of Work
1.	Aventine at Miramar 2436 Centergate Drive Between Buildings 31 & 28 Miramar	2-6	48" RCP 1100'	Clean 20' in on the west end of the culvert, channel 20' out. Dispose of all materials into the lake.
2.	Montclair West of SW 27th Ct. & Montclair Blvd. Miramar	2-42	72" RCP 620'	Clean all four (4) manholes and 10' both ways of all four (4) manholes. Dispose all materials off-site.
3.	Amber Lakes East of 9201 S.W. 20th St. Miramar	2-92	42" RCP 300'	Clean 20' in on the west end of the culvert, channel 20' out. Dispose of all materials into the lake.
4.	Miramar Estates 2331 West Lake Miramar Circle Miramar	2-94	48" RCP 608'	Clean culvert completely and channel 20' on both sides. Dispose of all materials to both sides of lake or off-site. Reinstall PRB by SBDD specifications.
5.	Meadows of Miramar Meadows Circle West, north of Elm Lane Miramar	2-107	36" CMP 45'	Clean culvert completely and channel 20' on both sides. Dispose of all materials to both sides of canal or off-site.
6.	Meadows of Miramar Meadows Circle East, north of Elm Lane Miramar	2-108	36" CMP 47'	Clean culvert completely and channel 20' on both sides. Dispose of all materials to both sides of canal or off-site. Remove partial concrete plug and cement out of pipe.
7.	Country Club Ranches 4500 S.W. 137th Avenue Miramar	3-45	42" RCP 73'	Clean culvert completely and channel 20' on both sides. Dispose of all materials to the north side of the canal.

8.	Westview Westview Blvd. & N.W. 13th St. Pembroke Pines	7-36	36" CMP 135'	Clean culvert completely and channel 20' on both sides. Dispose of all materials into the lake.
9.	Harbour Lake Estates 19168 S.W. 17th Ct. Miramar	5-50	48" RCP 465'	Clean 30' in on the south side and channel 20' out on south side. Dispose of all materials into the lake
10.	Harbour Lake Estates S.W. 195th Ave. – S.W. 22nd St. Miramar	5-51	60" RCP 590'	Clean both ends 30' in and channel 20' out and remove all trash and stumps from pipe. Dispose of all materials into the lake
11.	Estancia SW 188th Terr. & S.W. 3rd St. Pembroke Pines	5-35	48" RCP 190'	Clean culvert completely and channel 20' on both sides. Dispose of all materials to the lake on south side.
12.	Senior Center Outfall North of 10121 Pines Blvd. Pembroke Pines	7-72	36" & 60" RCP 1580'	Clean from #2 Weir to Canal 870'. All materials must be removed from site.

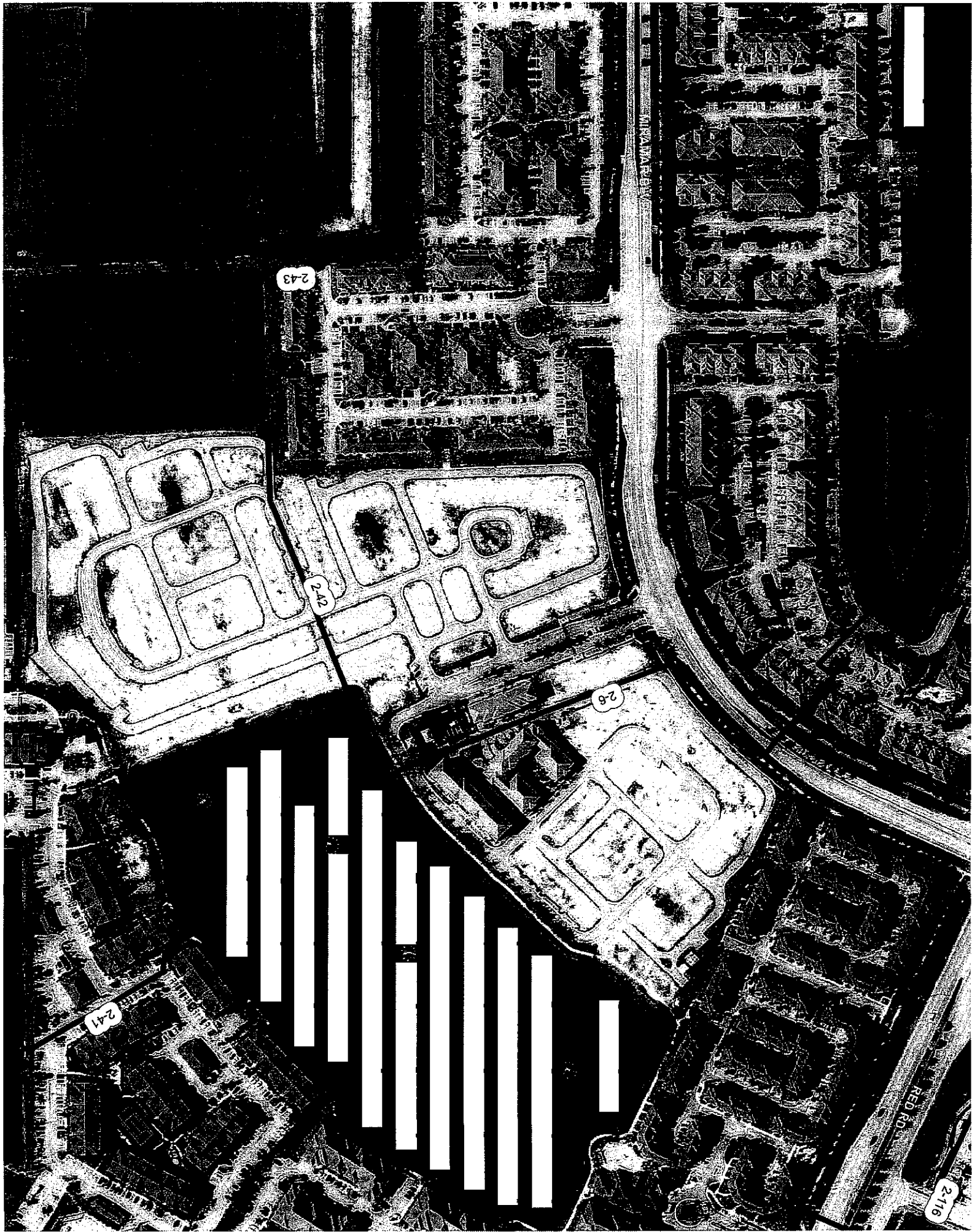
INVITATION TO BID: Sealed Bids will be accepted until 3:00 p.m. on Thursday, August 16, 2012. Bids shall be submitted to the South Broward Drainage District (District) in a sealed envelope with the words **"South Broward Drainage District – SBDD Culvert Cleaning Project"** on the outside of the envelope. Please make sure to also write the **name of your company** on the outside of the envelope and deliver to:

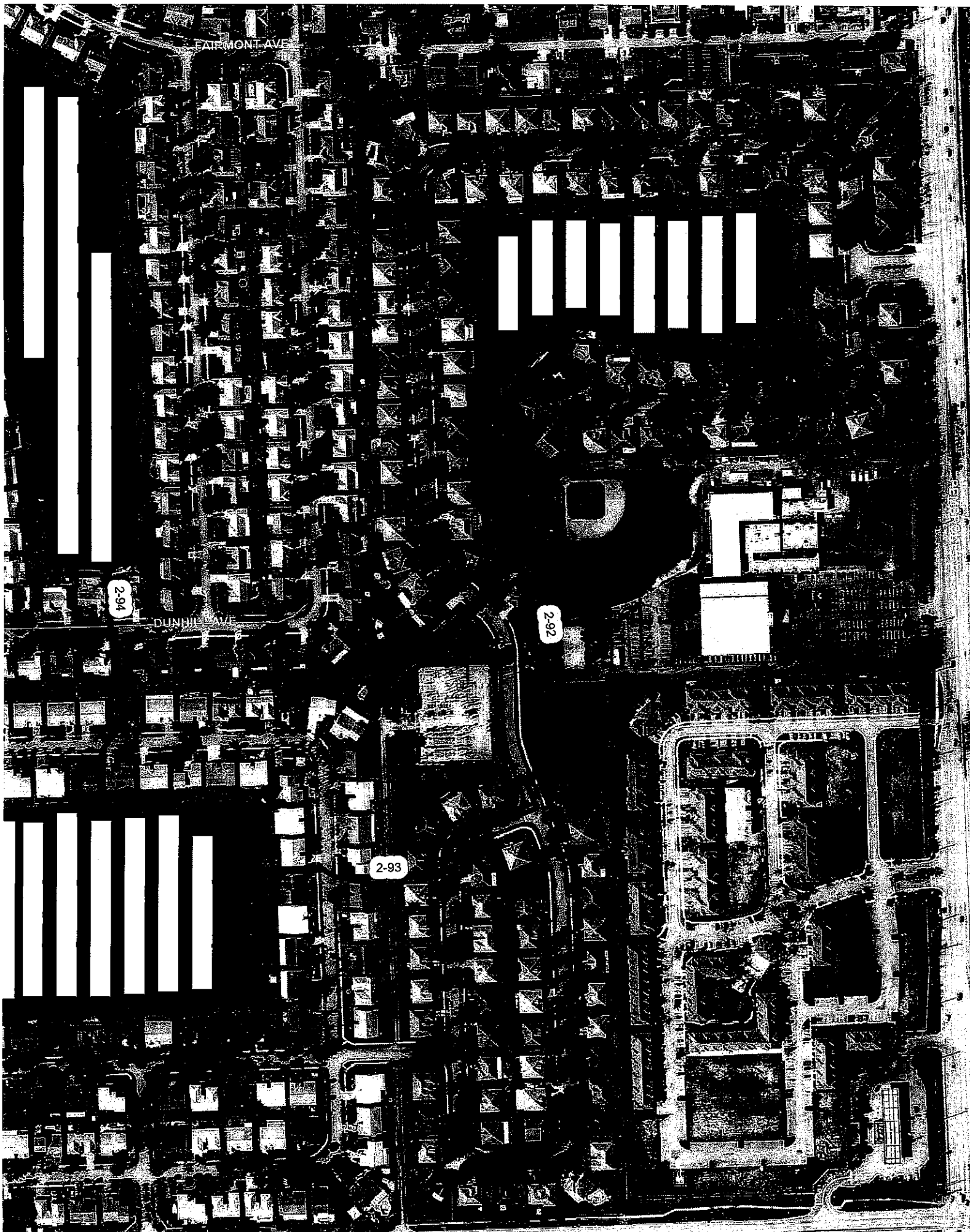
**Joseph Certain
South Broward Drainage District
6591 S.W. 160th Ave.
Southwest Ranches, FL 33331**

Bids shall be valid for 90 days from date of bid opening. The bids will be opened publicly at 3:30 p.m.

QUALIFICATIONS OF BIDDERS:

Bidders must have at least two (2) years of culvert cleaning experience with culvert pipes sizes from 36" to 72" in diameter. The Owner shall have the sole authority to determine if the nature of the previous projects and the Contractor's role in the previous projects satisfy the intent of this





FAIRMONT AVE

DUNHILL AVE

2-94

2-92

2-93



2-106

2-107

2-108

MIRAMAR PKY





SW 196TH AVE

5-51

SW 196TH AVE

SW 196TH AVE

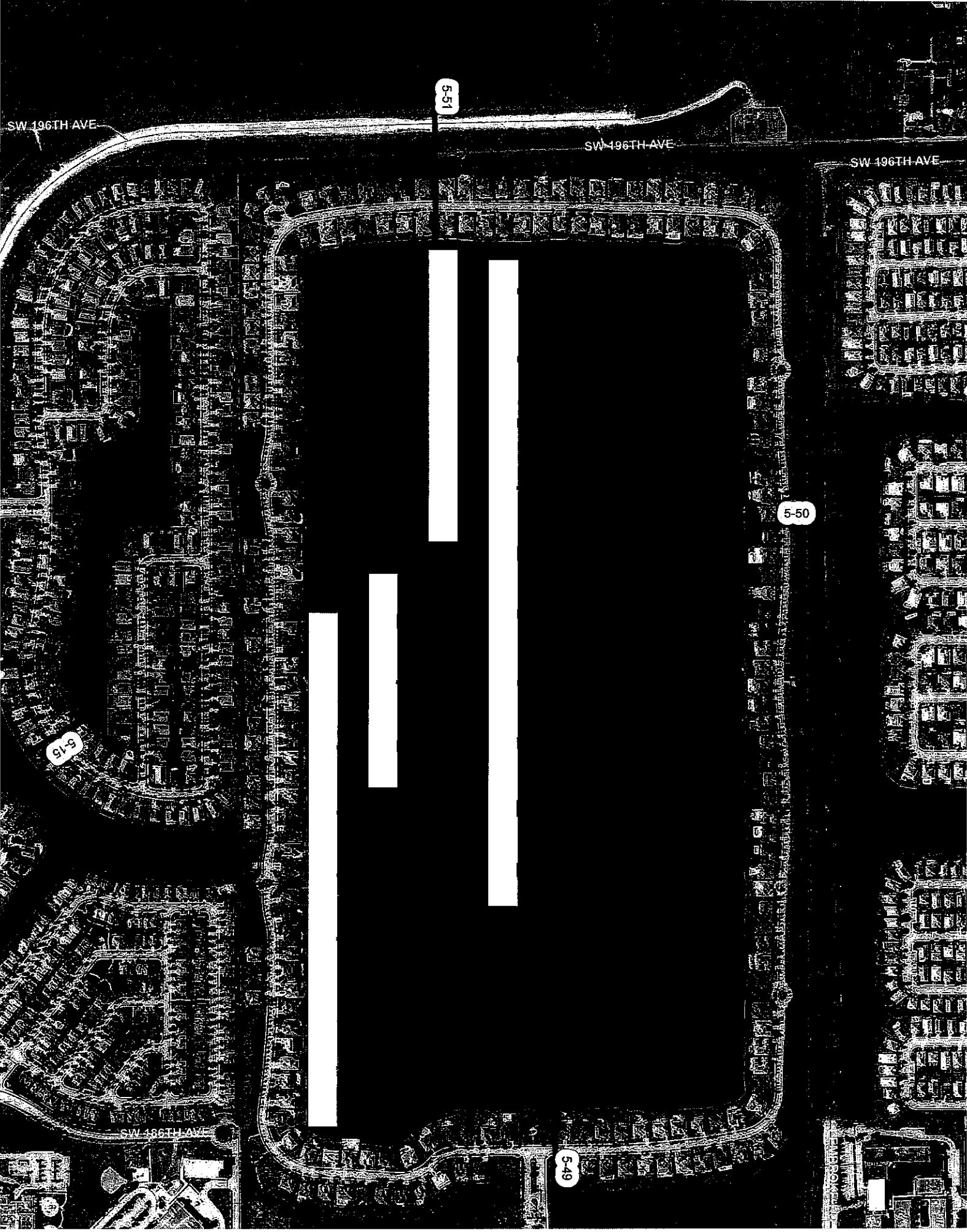
5-50

5-15

SW 196TH AVE

5-49

EMERSON





MEMORANDUM

DATE: August 23, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Contract Award for Fabric Formed Endwall Construction Project

Comments:

SBDD advertised for bids for the installation of Fabric Formed endwalls at two (2) locations; one in Pembroke Pines and one in Miramar. We received a total of five (5) bids. The Bid amounts ranged in price from \$15,800.00 to \$40,193.00. Each bidder was required to visit each job site location with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The lowest bid was submitted by Engineer Control Systems Corp. (ECSC) in the amount of \$15,800.00. SBDD has reviewed the bid submitted by ECSC and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD has contacted references for ECSC and received positive feedback with no negative comments. I am recommending that the District award the contract for the Bid for the Fabric Formed Endwall Construction Project to Engineer Control Systems Corp. in the amount of \$15,800.00 as the lowest responsive, responsible bidder.

This is to request approval to award the contract for the Fabric Formed Endwall Construction Project to Engineer Control Systems Corp. in the amount of \$15,800.00. Funding for this project will come from the SBDD General Operating Account as part of the 2011-2012 Budget.

KH
Attachment

FINAL BID TABULATION

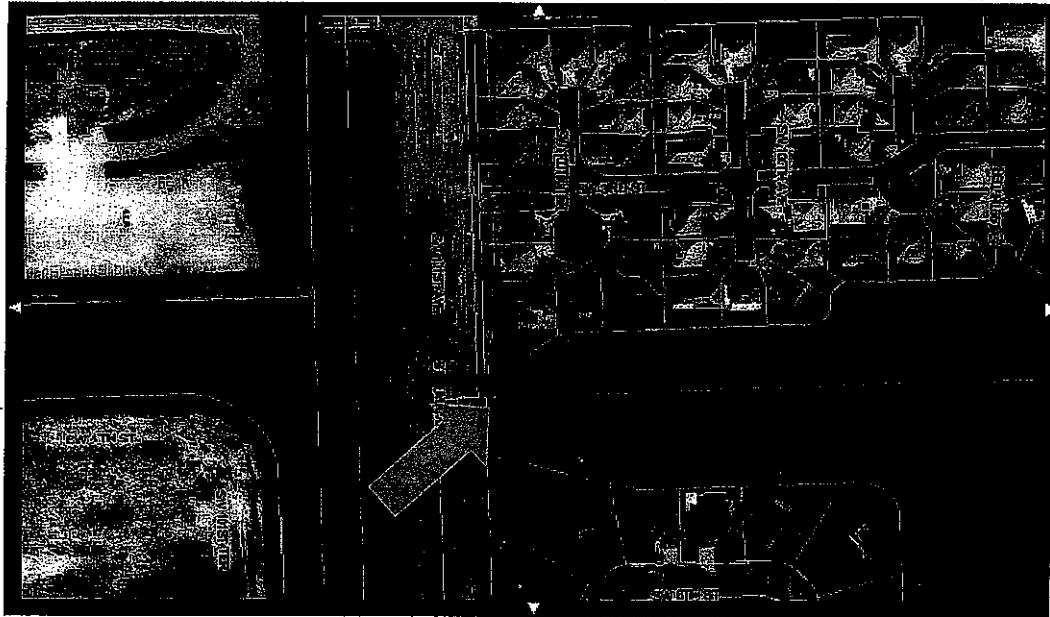
SOUTH BROWARD DRAINAGE DISTRICT

FABRIC FORMED ENDWALL CONSTRUCTION PROJECT IN PEMBROKE PINES & MIRAMAR

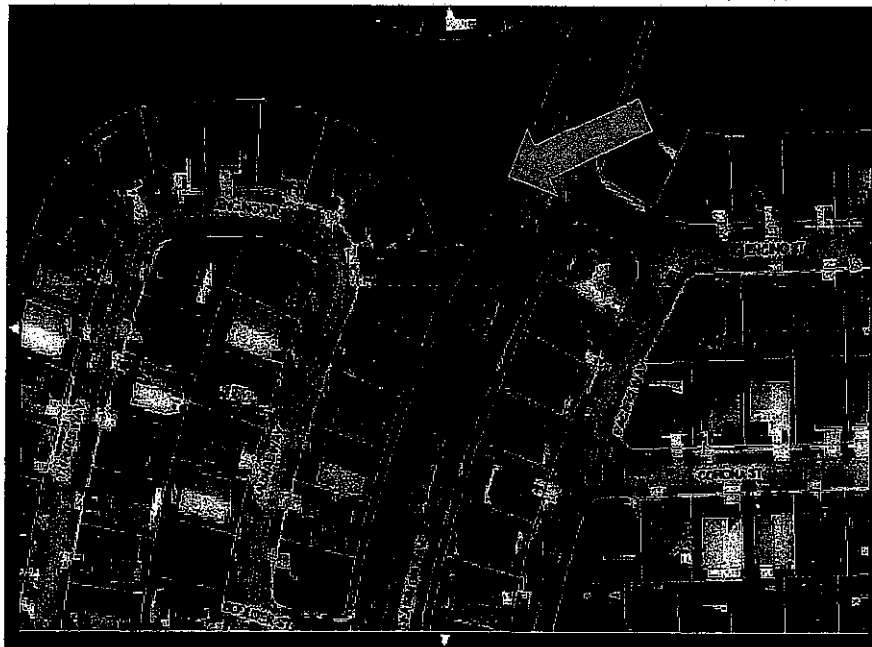
Thursday, August 16, 2012

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

<u>COMPANY NAME</u>	BID AMOUNT			COMMENTS
	BASE BID LOCATION 1	# BASE BID LOCATION # 2	LUMP SUM TOTAL FOR BOTH LOCATIONS	
ENGINEER CONTROL SYSTEMS, CORP.	\$7,600.00	\$8,200.00	\$15,800.00	
UNDERWATER ENGINEERING SERVICES, INC.	\$12,292.00	\$10,926.00	\$23,218.00	
LCCI	\$14,200.00	\$13,850.00	\$28,150.00	
CONSTRUCT GROUP CORP. (CGC)	\$16,645.00	\$18,295.00	\$34,940.00	
ANZAC CONTRACTOR, INC.	\$20,815.00	\$19,378.00	\$40,193.00	



LOCATION #1: Pipe # 2-72 (Tanglewood) East Side



LOCATION #2: Pipe # 2-192 (River Run) West Side

****MEMORANDUM****

DATE: August 23, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Selection of Accounting Firm to Provide Annual Financial Auditing Services

Comments:

SBDD advertised for Request for Proposals (RFP) for Annual Financial Auditing Services. The District received four (4) submittal packages in response to the RFP.

In accordance with SBDD Resolution No. 2012-07 (and State Statutes), the SBDD Audit Committee held a series of committee meetings to establish criteria for the evaluation of the RFP submittals and to rank the top three rated firms. The evaluation criteria included both technical qualifications and compensation, where compensation was not the sole or predominant factor in the evaluation criteria.

The SBDD Audit Committee ranked the top three firms as follows:

1. Margolis, Fink & Wichrowski
2. Grau & Associates
3. Keefe, McCullough & Co.

The RFP submittals for each of the four firms who submitted proposals are attached, along with copies of the Audit Committee meeting minutes.

KH

Attachments

****MEMORANDUM****

DATE: August 23, 2012

TO: South Broward Drainage District Commissioners

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

Subject: Vacation Request for Property Owned by Thomas J. Good Jr. and Patricia M. Good

Comments:

The owner of the property located at 9521 SW 6th Street, Pembroke Pines, FL 33025 is requesting that SBDD vacate the south ten feet (10') of a 20-foot Waterway Maintenance Easement (WME) that runs along their north property line. The property is located in the Skomill Section One residential community and borders an existing water body that was dedicated by the "Skomill Section One" plat (PB 105, PG 39, BCR) to the "perpetual use of the adjacent property owners". The 20' WME was also dedicated by the "Skomill Section One" plat.

Based on a survey of the property and a site investigation by SBDD staff, the full width of the 20' WME is not needed for SBDD to access the adjacent water body, if ever needed. There is approximately 32 feet from the edge of water to the back of the 20' WME. Based on the limits of the proposed vacation, SBDD will maintain a minimum of 20 feet outside the existing edge of water for access purposes.

SBDD staff has reviewed the request and has no objections.

The request is for SBDD to vacate and release its interest in the south 10 feet of the 20-foot Waterway Maintenance Easement on the property located at 9521 SW 6th Street, Pembroke Pines, FL 33025, as described in the attached "Release and Vacation of a Portion of Waterway Maintenance Easement" document.

KH
Attachments

MEMORANDUM

DATE: August 23, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate Easements in the "Meadow Pines" Plat

Comments:

South Broward Drainage District received a request to vacate a total of four (4) existing drainage easements located within the "Meadow Pines" plat, located west of I-75 and south of Pines Boulevard in the City of Pembroke Pines, FL. These easements were previously dedicated by separate instrument and are depicted on the attached "Easement Exhibit". Also attached are the sketch & legal descriptions of the easement areas to be vacated.

The reason for the request is to allow the property owner to update the required easements to match the actual culvert locations within the property. The easements, as currently recorded, do not align properly with the culverts.

New drainage easements have been prepared and recorded that match the existing culvert locations, as required by SBDD.

SBDD staff has no objection to this vacation request.

The request is for SBDD to vacate and release its interest in the following properties:

- **Properties described in the attached Exhibit "A, B & C" of the Release and Vacation of Drainage Easements; Meadow Pines (A.K.A. Cobblestone), said properties being a portion of Parcel A, Meadow Pines, according to the Plat thereof as recorded in Plat Book 173, Page 40, B.C.R.**
- **Property described in attached Exhibit "A" of the Release and Vacation of 100' Flowage/Storage/Drainage/Canal Easement; Meadow Pines (A.K.A. Cobblestone), said property being a portion of Parcel A, Meadow Pines, according to the Plat thereof as recorded in Plat Book 173, Page 40, B.C.R.**

KH
Attachments

MEMORANDUM

DATE: August 23, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: SBDD Resolution No. 2012-12 – Amendment to the 2011/2012 Budget

Comments:

Attached for the Board's review and approval is SBDD Resolution No. 2012-12 which grants approval for an amendment to the previously approved budget for the 2011/2012 fiscal year.

The overall budget has not changed (\$3,281,559); however several line items have been adjusted to reflect actual costs to date and projected expenses through the end of the fiscal year. All adjusted line items have been highlighted for reference.

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

This to request approval of SBDD Resolution 2012-12 - Amendment to the 2011/2012 Budget.

KH

Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
2011-2012 PROPOSED BUDGET AMENDMENT
8/21/2012**

	DESCRIPTION/CATEGORY	2011-2012		
		Approved Budget	Actual Through 8/20/12	Proposed Budget Revision
REVENUES				
1402	MAINT./ADM. TAX REVENUE	\$3,053,733.50	\$3,072,163.82	\$3,053,733.50
1404	PERMIT FEES	\$27,000.00	\$28,176.00	\$27,000.00
1405	5 YR RECERTIFICATION PROGRAM	\$10,000.00	\$40,544.24	\$10,000.00
1406	RESIDENTIAL & LOS PERMIT FEES	\$15,000.00	\$16,178.60	\$15,000.00
1408	APPROPRIATION OF FUND BALANCE	\$127,325.22	\$0.00	\$127,325.22
1410	INTEREST	\$47,500.00	\$37,393.02	\$47,500.00
1411	INTEREST (OTHER)	\$0.00		\$0.00
1416	MISCELLANEOUS INCOME	\$1,000.00	\$17,251.70	\$1,000.00
	Total Income	\$3,281,558.72	\$3,211,707.38	\$3,281,558.72
EXPENSES				
SALARIES/WAGES				
1501	ADMINISTRATION/OFFICE STAFF	\$298,422.05	\$260,336.57	\$298,422.05
1503	BOARD OF COMMISSIONERS	\$37,800.00	\$31,500.00	\$37,800.00
1505	FIELD OPERATIONS STAFF	\$464,607.25	\$400,862.92	\$464,607.25
1506	ENGINEERING/INSP/PERMITTING STAFF	\$222,503.15	\$195,036.02	\$222,503.15
1507	PAYROLL TAXES/FICA	\$85,340.43	\$71,455.88	\$85,340.43
1509	PENSION/FRS	\$53,789.00	\$45,482.75	\$53,789.00
1513	PAYROLL-OTHER	\$75,000.00	\$58,350.22	\$75,000.00
PROFESSIONAL FEES				
1520	ACCOUNTING/AUDIT FEES	\$26,000.00	\$26,000.00	\$26,000.00
1525	CONSULTING	\$0.00		\$0.00
1535	ENG. FEES/SPEC. PROJECTS/CONSULTING	\$45,000.00	\$21,546.88	\$45,000.00
1540	LEGAL FEES	\$70,200.00	\$58,864.75	\$70,200.00
1543	LEGAL/SPECIAL PROJECTS	\$60,000.00	\$45,149.59	\$60,000.00
1544	OTHER	\$1,000.00	\$0.00	\$1,000.00
INSURANCE				
1550	COMMERCIAL PROPERTY PKG.	\$36,500.00	\$33,748.79	\$36,500.00
1555	GENERAL/ EXCESS LIABILITY	\$42,000.00	\$38,151.30	\$42,000.00
1560	GROUP HEALTH/LIFE/DENTAL	\$388,010.00	\$268,362.40	\$384,260.00
1570	WORKER'S COMPENSATION	\$21,275.00	\$19,071.98	\$21,275.00
GENERAL OFFICE				
1575	ADVERTISING	\$8,000.00	\$6,466.27	\$8,000.00
1580	AERIAL MAPS/PHOTOGRAPHY	\$0.00	\$0.00	\$0.00
1585	COMPUTER SUPPLIES/UPGRADES	\$10,100.00	\$3,736.97	\$8,400.00
1590	DUES/SUBSCRIPTIONS	\$5,400.00	\$3,940.00	\$5,400.00
1595	FLIGHT SERVICE	\$2,500.00	\$0.00	\$2,500.00
1600	FPL/ELECTRIC	\$16,456.00	\$10,738.83	\$16,456.00
1603	GAS (LP)/AUXILIARY SERVICE	\$5,000.00	\$135.72	\$5,000.00
1605	JANITORIAL SERVICE	\$2,200.00	\$1,639.00	\$2,200.00
1610	LICENSES, FEES & EMS SERVICE	\$700.00	\$892.57	\$900.00
1615	MAINTENANCE CONTRACTS	\$9,200.00	\$4,132.05	\$9,200.00
1620	UNIFORMS	\$3,000.00	\$1,584.57	\$4,500.00
1625	OFFICE SUPPLIES/POSTAGE	\$4,300.00	\$2,736.88	\$4,300.00
1630	PAYROLL SERVICE	\$2,400.00	\$2,472.53	\$2,400.00
1635	PRINTING/STATIONERY, DISPLAYS	\$2,327.50	\$668.48	\$2,327.50
1640	PUBLIC RECORDS	\$2,500.00	\$6,117.93	\$6,050.00
1645	TELEPHONES/MISC COMMUNICATION	\$15,000.00	\$10,938.31	\$15,000.00
1650	WATER/SEWER	\$3,000.00	\$1,708.72	\$3,000.00

SOUTH BROWARD DRAINAGE DISTRICT
2011-2012 PROPOSED BUDGET AMENDMENT
8/21/2012

	DESCRIPTION/CATEGORY	2011-2012		
		Approved Budget	Actual Through 8/20/12	Proposed Budget Revision
	REPAIRS & MAINTENANCE			
1655	BUILDINGS/GROUNDS	\$53,723.00	\$23,103.28	\$53,723.00
1660	EQUIPMENT RENTAL/OUTSIDE SERVICE	\$10,000.00	\$0.00	\$10,000.00
1665	EQUIPMENT/VEHICLES/BOATS	\$23,100.00	\$22,400.49	\$23,100.00
1670	FUEL/OIL-PUMP STATIONS	\$50,000.00	\$68,540.11	\$82,000.00
1675	FUEL/OIL-VEHICLES/EQUIPMENT	\$43,500.00	\$36,475.58	\$45,000.00
1677	SPILL CONTAINMENT MATERIALS	\$7,500.00	\$0.00	\$7,500.00
1680	JANITORIAL SUPPLIES	\$1,000.00	\$618.33	\$1,000.00
1683	HURRICANE PREPAREDNESS SUPPLIES	\$1,500.00	\$1,272.81	\$1,500.00
1685	LANDSCAPING/MOWING/CLEARING	\$26,000.00	\$11,209.33	\$19,750.00
1690	PHOTOGRAPHY/SUPPLIES	\$350.00	\$215.96	\$350.00
1695	PUMP STATIONS & CONTROL STRUCTURES	\$48,800.00	\$37,433.07	\$48,800.00
1700	SAFETY/SCUBA/INSPECTION EQUIP.	\$2,500.00	\$2,399.81	\$2,500.00
1705	SANITATION/EXTERMINATION	\$500.00	\$132.30	\$500.00
1710	SMALL TOOLS/SHOP SUPPLIES	\$9,000.00	\$8,245.59	\$9,000.00
1713	TELEMETRY	\$0.00	\$0.00	\$0.00
1715	WATER RECORDERS/ELEV.GAUGES/TELEMETRY	\$10,000.00	\$16,240.57	\$20,000.00
	FACILITIES REPAIR, REPLACEMENT & UPGRADES			
1720	CANAL/SWALE RENOVATIONS/CLEANING	\$30,000.00	\$14,903.08	\$30,000.00
1725	CULVERT INSPECTIONS AND CLEANING	\$70,000.00	\$21,487.50	\$70,000.00
1730	CULVERT REPAIR/FLAPPER GATES	\$25,000.00	\$0.00	\$25,000.00
1735	ENDWALL REPAIR	\$5,000.00	\$0.00	\$1,000.00
1740	EROSION CONTROL	\$60,000.00	\$32,000.00	\$62,000.00
1745	GATES/BARRIERS/FENCES/SIGNS	\$3,000.00	-\$953.12	\$5,000.00
1747	OUTFALL STRUCTURES/WEIRS	\$2,000.00	\$0.00	\$2,000.00
1750	TRASH RACKS/PILINGS/TANKS/PAINTING	\$20,000.00	\$14,589.00	\$20,000.00
1755	TREE REMOVAL	\$56,700.00	\$26,270.70	\$56,700.00
	AQUATIC PLANT MANAGEMENT & WATER ANALYSIS			
1765	HERBICIDES	\$384,000.00	\$291,882.93	\$384,000.00
1770	TRIPLOID CARP/FISH GUARDS/MAINT	\$40,000.00	\$28,000.00	\$40,000.00
1775	WATER TESTING	\$8,000.00	\$5,997.00	\$8,000.00
1777	SPECIAL PROJECTS	\$0.00	\$0.00	\$0.00
1780	MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	16,900.00	\$7,401.62	13,350.00
1785	EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$76,000.00	\$3,673.95	\$42,500.00
1412	BROWARD CTY COLLECTION FEE 2%	\$61,074.67	\$59,249.57	\$61,074.67
1414	DISCOUNTS (EARLY TAX PAYMENTS)	\$106,880.67	\$109,725.40	\$106,880.67
1797	CONTINGENCY	\$10,000.00	\$2,500.00	\$10,000.00
	Total Expenses	\$3,281,558.72	\$2,476,853.74	\$3,281,558.72

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2012-12

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT ADOPTING AND APPROVING THE AMENDED BUDGET OF THE SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2011/2012; 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 final budget for fiscal year 2011/2012 as prepared by the District's Director, a copy of which is attached hereto as Exhibit "A" was approved and adopted by the District Board of Commissioners by District Resolution 2011-17 on September 22, 2011; and

WHEREAS, the District Director has prepared an amended budget for the District's 2011/2012 fiscal year, a copy of which is attached hereto as Exhibit "B" and which 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 8:00 A.M. on Thursday, August 30, 2012, for the purpose of approving the amended budget for the fiscal year 2011/2012;

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

1. The foregoing statements are incorporated herein by reference as if fully stated herein.
2. The District's amended budget for fiscal year 2011/2012, a copy of which is attached hereto as Exhibit "B" is approved and adopted and shall become effective at the beginning of the 2011/2012 fiscal year, to wit: October 1, 2011 and the District's funds may be expended commencing October 1, 2011 and ending September 30, 2012.

3. The proposed expenditures in the amended budget are \$ 3,281,559.
4. Funds of the District's 2011/2012 amended budget not expended during the current fiscal year 2011/2012 may be used and expended during subsequent fiscal years.
5. 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 August, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2012-12 was acknowledged before me this _____ day of August, 2012, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

Notary Public - State of Florida at Large

[NOTARY SEAL OR STAMP]

SOUTH BROWARD DRAINAGE DISTRICT
ADOPTED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012

		TOTALS
I.	SALARIES/WAGES:	
	1501. ADMINISTRATIVE/OFFICE	\$298,422
	1503. BOARD OF COMMISSIONERS	\$37,800
	1505. FIELD OPERATIONS	\$464,607
	1506. ENGINEERING/INSPECTIONS/PERMITTING	\$222,503
	1507. PAYROLL TAXES/FICA	\$85,340
	1509. PENSION/FRS	\$53,789
	1513. PAYROLL/OTHER	\$75,000
	TOTAL	\$1,237,461
II.	PROFESSIONAL FEES:	
	1520. ACCOUNTING/AUDIT FEES	\$26,000
	1535. ENG.FEES/SPECIAL PROJECTS/CONSULTING	\$45,000
	1540. LEGAL FEES	\$70,200
	1543. LEGAL FEES/SPECIAL PROJECTS	\$60,000
	1544. OTHER	\$1,000
	TOTAL	\$202,200
III.	INSURANCE:	
	1550. COMMERCIAL PROPERTY PACKAGE	\$36,500
	1555. GENERAL/EXCESS LIABILITY	\$42,000
	1560. GROUP HEALTH/LIFE/DENTAL	\$388,010
	1570. WORKERS COMPENSATION	\$21,275
	TOTAL	\$487,785
IV.	OFFICE AND ADMINISTRATION:	
	1575. ADVERTISING	\$8,000
	1585. COMPUTER SUPPLIES/UPGRADES	\$10,100
	1590. DUES/SUBSCRIPTIONS	\$5,400
	1595. FLIGHT SERVICE	\$2,500
	1600. FP&L/ELECTRIC	\$16,456
	1603. GAS (LP)/AUXILIARY SERVICE	\$5,000
	1605. JANITORIAL SERVICE	\$2,200
	1610. LICENSES, FEES & EMS SERVICE	\$700
	1615. MAINTENANCE CONTRACTS	\$9,200
	1620. MISCELLANEOUS/UNIFORMS	\$3,000
	1625. OFFICE SUPPLIES/POSTAGE	\$4,300
	1630. PAYROLL SERVICE	\$2,400
	1635. PRINTING/STATIONERY/DISPLAYS	\$2,328
	1640. PUBLIC RECORDS	\$2,500
	1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS	\$15,000

EXHIBIT "A" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o. 2012-12

SOUTH BROWARD DRAINAGE DISTRICT
ADOPTED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012

		TOTALS
	1650. WATER/SEWER	\$3,000
	TOTAL	\$92,084
V.	REPAIRS AND MAINTENANCE:	
	1655. BUILDINGS/GROUNDS	\$53,723
	1660. EQUIPMENT RENTAL/OUTSIDE SERVICE	\$10,000
	1665. EQUIPMENT/VEHICLES/BOATS	\$23,100
	1670. FUEL/OIL - PUMP STATIONS	\$50,000
	1675. FUEL/OIL - VEHICLES/EQUIPMENT	\$43,500
	1677. SPILL CONTAINMENT MATERIALS	\$7,500
	1680. JANITORIAL SUPPLIES	\$1,000
	1683. HURRICANE PREPAREDNESS SUPPLIES	\$1,500
	1685. LANDSCAPING/MOWING/CLEARING	\$26,000
	1690. PHOTOGRAPHY/SUPPLIES	\$350
	1695. PUMP STATIONS & CONTROL STRUCTURES	\$48,800
	1700. SAFETY/SCUBA/INSPECTION EQUIPMENT	\$2,500
	1705. SANITATION/EXTERMINATION	\$500
	1710. SMALL TOOLS/SHOP SUPPLIES	\$9,000
	1715. WATER RECORDERS/ELEVATION GAUGES/TELEMETRY	\$10,000
	TOTAL	\$287,473
VI.	FACILITIES REPAIR/ REPLACEMENT/ UPGRADES:	
	1720. CANAL CLEANING/SWALE RENOVATIONS/CLEANING	\$30,000
	1725. CULVERT INSPECTIONS AND CLEANING	\$70,000
	1730. CULVERT REPAIR/FLAPPER GATES	\$25,000
	1735. ENDWALL REPAIR	\$5,000
	1740. EROSION CONTROL	\$60,000
	1745. GATES/BARRIERS/FENCES/SIGNS	\$3,000
	1747. OUTFALL STRUCTURES/WEIRS	\$2,000
	1750. TRASH RACKS/PILING/TANKS/PAINTING	\$20,000
	1755. TREE REMOVAL	\$56,700
	TOTAL	\$271,700
VII.	AQUATIC PLANT MGMT/WATER ANALYSIS :	
	1765. HERBICIDES	\$384,000
	1770. TRIPLOID CARP/FISH GUARDS/MAINTENANCE	\$40,000
	1775. WATER TESTING	\$8,000
	TOTAL	\$432,000
VIII.	1777. SPECIAL PROJECTS	\$0

EXHIBIT "A" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o. 2012-12

SOUTH BROWARD DRAINAGE DISTRICT
ADOPTED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012

		TOTALS
IX.	1780. MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	\$16,900
X.	1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$76,000
XI.	BROWARD COUNTY COLLECTION FEES (2%)	\$61,075
XII.	DISCOUNTS (EARLY TAX PAYMENTS [EST 3.5%]):	\$106,881
XIII.	1787. CONTINGENCY	\$10,000
TOTAL BUDGET FUND		\$3,281,559
DISTRICT REVENUE/INCOME		TOTALS
I.	MAINTENANCE OPERATIONS/REVENUES (2011/2012 PROPERTY ASSESSMENT)	\$3,053,734
II.	PERMIT FEES	\$27,000
III.	5 YR RECERTIFICATION PROGRAM	\$10,000
IV.	RESIDENTIAL & LOS PERMIT FEES	\$15,000
V.	APPROPRIATION OF FUND BALANCE	\$127,325
VI.	INTEREST	\$47,500
VII.	MISCELLANEOUS INCOME	\$1,000
TOTAL ESTIMATED REVENUES		\$3,281,559

SOUTH BROWARD DRAINAGE DISTRICT
 AMENDED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012

		TOTALS
I.	SALARIES/WAGES:	
	1501. ADMINISTRATIVE/OFFICE	\$298,422
	1503. BOARD OF COMMISSIONERS	\$37,800
	1505. FIELD OPERATIONS	\$464,607
	1506. ENGINEERING/INSPECTIONS/PERMITTING	\$222,503
	1507. PAYROLL TAXES/FICA	\$85,340
	1509. PENSION/FRS	\$53,789
	1513. PAYROLL/OTHER	\$75,000
	TOTAL	\$1,237,461
II.	PROFESSIONAL FEES:	
	1520. ACCOUNTING/AUDIT FEES	\$26,000
	1535. ENG.FEES/SPECIAL PROJECTS/CONSULTING	\$45,000
	1540. LEGAL FEES	\$70,200
	1543. LEGAL FEES/SPECIAL PROJECTS	\$60,000
	1544. OTHER	\$1,000
	TOTAL	\$202,200
III.	INSURANCE:	
	1550. COMMERCIAL PROPERTY PACKAGE	\$36,500
	1555. GENERAL/EXCESS LIABILITY	\$42,000
	1560. GROUP HEALTH/LIFE/DENTAL	\$384,260
	1570. WORKERS COMPENSATION	\$21,275
	TOTAL	\$484,035
IV.	OFFICE AND ADMINISTRATION:	
	1575. ADVERTISING	\$8,000
	1585. COMPUTER SUPPLIES/UPGRADES	\$8,400
	1590. DUES/SUBSCRIPTIONS	\$5,400
	1595. FLIGHT SERVICE	\$2,500
	1600. FP&L/ELECTRIC	\$16,456
	1603. GAS (LP)/AUXILIARY SERVICE	\$5,000
	1605. JANITORIAL SERVICE	\$2,200
	1610. LICENSES, FEES & EMS SERVICE	\$900
	1615. MAINTENANCE CONTRACTS	\$9,200
	1620. MISCELLANEOUS/UNIFORMS	\$4,500
	1625. OFFICE SUPPLIES/POSTAGE	\$4,300
	1630. PAYROLL SERVICE	\$2,400
	1635. PRINTING/STATIONERY/DISPLAYS	\$2,328
	1640. PUBLIC RECORDS	\$6,050
	1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS	\$15,000

EXHIBIT "B" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o. 2012-12

**SOUTH BROWARD DRAINAGE DISTRICT
 AMENDED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012**

		TOTALS
	1650. WATER/SEWER	\$3,000
	TOTAL	\$95,634
V.	REPAIRS AND MAINTENANCE:	
	1655. BUILDINGS/GROUNDS	\$53,723
	1660. EQUIPMENT RENTAL/OUTSIDE SERVICE	\$10,000
	1665. EQUIPMENT/VEHICLES/BOATS	\$23,100
	1670. FUEL/OIL - PUMP STATIONS	\$82,000
	1675. FUEL/OIL - VEHICLES/EQUIPMENT	\$45,000
	1677. SPILL CONTAINMENT MATERIALS	\$7,500
	1680. JANITORIAL SUPPLIES	\$1,000
	1683. HURRICANE PREPAREDNESS SUPPLIES	\$1,500
	1685. LANDSCAPING/MOWING/CLEARING	\$19,750
	1690. PHOTOGRAPHY/SUPPLIES	\$350
	1695. PUMP STATIONS & CONTROL STRUCTURES	\$48,800
	1700. SAFETY/SCUBA/INSPECTION EQUIPMENT	\$2,500
	1705. SANITATION/EXTERMINATION	\$500
	1710. SMALL TOOLS/SHOP SUPPLIES	\$9,000
	1715. WATER RECORDERS/ELEVATION GAUGES/TELEMETRY	\$20,000
	TOTAL	\$324,723
VI.	FACILITIES REPAIR/ REPLACEMENT/ UPGRADES:	
	1720. CANAL CLEANING/SWALE RENOVATIONS/CLEANING	\$30,000
	1725. CULVERT INSPECTIONS AND CLEANING	\$70,000
	1730. CULVERT REPAIR/FLAPPER GATES	\$25,000
	1735. ENDWALL REPAIR	\$1,000
	1740. EROSION CONTROL	\$62,000
	1745. GATES/BARRIERS/FENCES/SIGNS	\$5,000
	1747. OUTFALL STRUCTURES/WEIRS	\$2,000
	1750. TRASH RACKS/PILING/TANKS/PAINTING	\$20,000
	1755. TREE REMOVAL	\$56,700
	TOTAL	\$271,700
VII.	AQUATIC PLANT MGMT/WATER ANALYSIS :	
	1765. HERBICIDES	\$384,000
	1770. TRIPLOID CARP/FISH GUARDS/MAINTENANCE	\$40,000
	1775. WATER TESTING	\$8,000
	TOTAL	\$432,000
VIII.	1777. SPECIAL PROJECTS	\$0

SOUTH BROWARD DRAINAGE DISTRICT
 AMENDED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012

		TOTALS
IX.	1780. MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	\$13,350
X.	1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$42,500
XI.	BROWARD COUNTY COLLECTION FEES (2%)	\$61,075
XII.	DISCOUNTS (EARLY TAX PAYMENTS [EST 3.5%]):	\$106,881
XIII.	1787. CONTINGENCY	\$10,000
TOTAL BUDGET FUND		\$3,281,559
DISTRICT REVENUE/INCOME		TOTALS
I.	MAINTENANCE OPERATIONS/REVENUES (2011/2012 PROPERTY ASSESSMENT)	\$3,053,734
II.	PERMIT FEES	\$27,000
III.	5 YR RECERTIFICATION PROGRAM	\$10,000
IV.	RESIDENTIAL & LOS PERMIT FEES	\$15,000
V.	APPROPRIATION OF FUND BALANCE	\$127,325
VI.	INTEREST	\$47,500
VII.	MISCELLANEOUS INCOME	\$1,000
TOTAL ESTIMATED REVENUES		\$3,281,559

FISCAL CALENDAR FOR 2012

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

Holidays and Observances:

Nov 6	Election Day	Nov 23	Day After Thanksgiving
Nov 11	Veteran's Day	Dec 8	First Night of Hanukah
Nov 12	Veteran's Day Observed	Dec 25	Christmas Day
Nov 22	Thanksgiving Day		

FISCAL CALENDAR FOR 2013

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

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

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

Holidays and Observances:

Jan 1	New Year's Day	May 27	Memorial Day
Jan 21	Martin Luther King's Day	Jul 4	Independence Day
Feb 18	President's Day	Sep 2	Labor Day
Mar 26	Passover	Sep 5	Rosh Hashana
Mar 29	Good Friday	Sep 14	Yom Kippur