

**THE PLANTATION ACRES IMPROVEMENT DISTRICT  
POLICIES AND PROCEDURES MANUAL**  
**Adopted January, 2003**  
(Updated July 17, 2013)



**DISTRICT OFFICE LOCATED AT:  
1701 NW 112<sup>TH</sup> AVENUE  
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**SECTION 1      GENERAL INFORMATION**

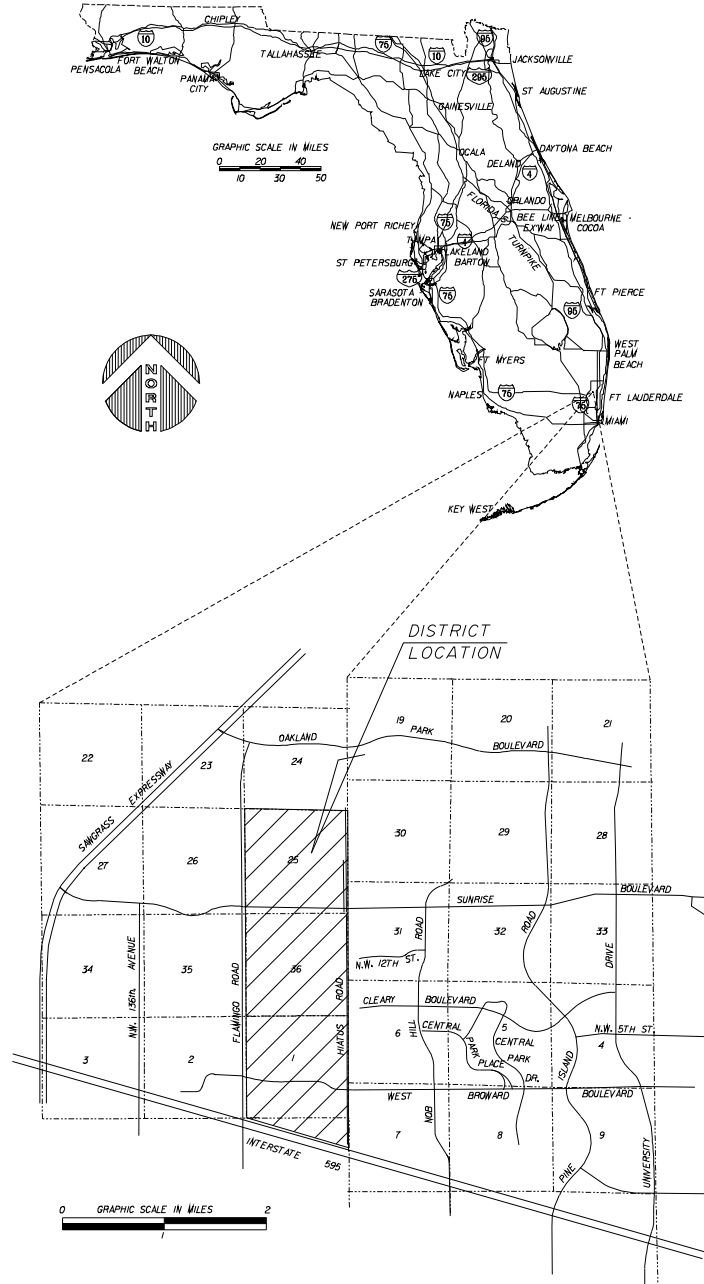
**1.1      Description of District**

**1.1.1      Authority**

The Plantation Acres Improvement District was created as a Special District by the Florida Legislature by a Special Act pursuant to Chapter 82-274, Laws of Florida to assume the powers, responsibilities, obligations of the Dixie Drainage District, which was abolished by the Special Act. Plantation Acres Improvement District is subject to those provisions of Chapter 298, F.S. as set forth in the Special Act.

**1.1.2      General Location**

The District is located within the City of Plantation, Broward County, Florida and has as its general boundaries NW 28<sup>th</sup> Court to the north, the C-42 Canal to the east, the North New River Canal to the south and Flamingo Road to the west.



**Figure 1 - General Location Map**

## 1.2 Definitions

The following definitions apply only in the context of these policies and procedures.

- 1.2.1 “10 Year Storm” shall mean the rain from a 24 hour duration storm with a 10 year return period. A storm with a 10 year return period has a 10% probability of occurring in any given year. The rainfall quantity is as defined by the SFWMD and is occasionally revised.
- 1.2.2 “100 Year Storm” shall mean the rain from a three day duration storm with a 100 year return period. A storm with a 100 year return period has a 1% probability of occurring in any given year. The rainfall quantity is as defined by the SFWMD and is occasionally revised.
- 1.2.3 “3 Year Storm” shall mean the rain from a storm with a 3 year return period. The duration varies with the type of analysis. A storm with a 3 year return period has a 33% probability of occurring in any given year. The rainfall quantity and peak rate is as defined by the Florida Department of Transportation.
- 1.2.4 “Applicant” shall mean the owner of record, the owner's agent, or any person with a legal or equitable interest in the property which is subject to the proceeding or has presented an application or request to the District for approval.
- 1.2.5 “Application” shall mean an application for a development permit or site specific plan approval.
- 1.2.6 “Application Information Form” shall mean the District’s standard form application that is part of the submittal package for Plat and Site Data Record approval. The standard form is available from the District Engineer.
- 1.2.7 “Asbuilt” shall mean the drawing(s) and supporting data, if any, that represent a record of improvements as they have been constructed.
- 1.2.8 “Benchmark” shall mean a permanent mark with a generally accepted and publically discoverable elevation used for reference vertical control surveying . Benchmarks may be established using NGVD-29 or NAVD-88 datum.<sup>1</sup>
- 1.2.9 “Blasting” shall mean the detonation of explosives, generally placed in cored holes within natural rock strata, to fragment the rock and assist the process of excavation.
- 1.2.10 “Board” shall mean the Board of Commissioners of the Plantation Acres Improvement District.<sup>2</sup>
- 1.2.11 “Boundary Survey” shall mean the graphical representation and any supporting data that show the property legally described. The survey shall meet the standards of the surveying and legal profession for surveys and shall be dated and sealed by a surveyor licensed in the State of Florida.
- 1.2.12 “Building Permit” shall mean an approval by the District for the construction of an improvement on a single lot. Additional permitting may be required from other agencies.
- 1.2.13 “Calculations” shall mean the report that is intended to demonstrate that the project meets the criteria of the District and the conditions of the South Florida Water Management District Permit. The calculations shall include the following, if applicable:
  - (a) Site data acreage breakdown, including the total, pervious, impervious, buildings, paving, detention areas, and waterways.
  - (b) Detention volume.
  - (c) Stage vs. storage quantities per the District criteria.
  - (d) Soil Storage quantities.

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<sup>1</sup>Added March 28, 2013

<sup>2</sup>Amended March 28, 2013

- (e) Existing grade percentage.
  - (f) Exfiltration test results and trench design.
- 1.2.14 “Canal” shall mean a man-made open linear excavation, cut deeper than the water table, that collects and conveys surface water. In the District, there are six East-West canals connected by two North-South canals. Some sections of the canals utilize a culvert, but continue to be designated as a canal.
- 1.2.15 “Catch Basin” shall mean a chamber or well, usually built at a low point in the surrounding terrain, which admits surface water for discharge into a stormwater system.
- 1.2.16 “Certificate of Occupancy” shall mean the final acceptance given by the City. After a Certificate of Occupancy is given, the facility may be occupied and utilized as intended.
- 1.2.17 “Certification” shall mean the written certification given by the Engineer of Record under seal that the project is complete, has been constructed in substantial conformance with the approved plans, and may be utilized for the purpose for which it was intended.
- 1.2.18 “City” shall mean the City of Plantation, Broward County, Florida or a department of the City.
- 1.2.19 “Collector Swale” shall mean a swale that carries runoff from areas in addition to the adjacent area.
- 1.2.20 “Commissioner” shall mean Plantation Acres Improvement District Board of Commissioners member.<sup>3</sup>
- 1.2.21 “Conceptual Drainage Plan” shall mean the plan that describes the general method of stormwater management and drainage on property to be developed and the particular means for connection of the on-site drainage system to the District’s canal system. The plan may include a sketch, written description, or both.
- 1.2.22 “Construction Plans” shall mean the drawing(s), generally paving, grading and drainage plans, and supporting data that depict the improvement to be permitted and constructed within the District. The construction plans shall include the following:
- (a) Sufficient detail to define the location, nature, scope, intent, function, and construction requirements of the work proposed.
  - (b) Detailed location sketch and legal description.
  - (c) Lot grading with areas shown to remain at existing grade (for single family residential projects).
- 1.2.23 “Control Structure” shall mean a structure, generally a weir, used to control some aspect of stormwater flow or impoundment.
- 1.2.24 “Covenant” shall mean the instrument outlining the property owner’s perpetual obligation to the maintenance on drainage facilities, the requirements and potential impacts of onsite stormwater storage and other responsibilities. The covenant becomes recorded in the Public Records of Broward County and runs with the land. There are different obligations for single family lots less than three-quarter (3/4) acres and three-quarter (3/4) acre or larger.
- 1.2.25 “Culvert” shall mean a closed conduit for the free passage of surface drainage water below the surface or through an embankment.
- 1.2.26 “Deadline” shall mean 5:00 PM on the last day that an application may be presented to the District Engineer to be on the Agenda for a regularly scheduled District meeting.
- 1.2.27 “Detention” shall mean the detaining of stormwater as defined by the SFWMD.

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<sup>3</sup> Amended March 28, 2013 (deleted “Supervisor”)

- 1.2.28 “Development” shall mean the planned improvements for any non-residential or multi-family use and for single family lots that include the construction of a common access. If one or more single family lots are to be improved and front an existing improved access, they are not considered to be a development.
- 1.2.29 “Dewatering” shall mean the temporary short-term removal of groundwater for the purposes of creating a more dry environment for the construction of improvements that will exist below the water table.
- 1.2.30 “District” shall mean the Plantation Acres Improvement District.
- 1.2.31 “Driveway Culvert” shall mean the culvert used under a private driveway that crosses a swale. The bottom of the culvert is generally just below the bottom of the swale and the top of the culvert is generally above the bottom of the swale.<sup>4</sup>
- 1.2.32 “Easement” shall mean a right for some specific use on property owned by another. The use and conditions of the easement are generally described in the instrument that created the easement. The District’s easement criteria is described in [3.4](#).
- 1.2.33 “Easement Vacation” shall mean the District’s approval for the vacation of an easement. The District’s approval does not constitute a vacation, only the District’s approval for the vacation.
- 1.2.34 “Elevation” shall mean the height in feet above sea level. The datums used for establishing sea level are the NGVD-29 and NAVD-88. All elevations described herein are in feet according to the NGVD-29, unless otherwise described.<sup>5</sup>
- 1.2.35 “Encroachment” shall mean a privately owned man-made structure that lies within a District right-of-way or easement above or below ground.
- 1.2.36 “Encroachment Agreement” shall mean an agreement between the District and property Owner to define an encroachment that exists within a District easement and to describe certain conditions and responsibilities.
- 1.2.37 “Endwall” shall mean a wall of concrete or cement rip-rap at the end of a culvert to serve one or all of the following purposes: protect earthen material from scour or undermining; increase hydraulic efficiency of the culvert; divert direction of flow; retard disjuncting of short sectional culvert; and serve as a retaining wall.
- 1.2.38 “Engineer of Record” shall mean the Professional Engineer, registered and licensed in the State of Florida that prepared the engineering drawings and documents presented to the District for approval or the Professional Engineer, registered in the State of Florida that has accepted responsibility for the design of the engineering drawings.
- 1.2.39 “Established Natural Grade” shall mean the threshold elevation that separates the upland portion of a developed lot from the area that is used for stormwater storage.
- 1.2.40 “Exfiltration System” shall mean a subterranean system used to transport liquid to the earth, consisting of a perforated culvert surrounded by a uniform rock media surrounded by a filter fabric, all running between or extending from an inlet.
- 1.2.41 “*Ex-parte* communication” shall mean any written, oral, or graphic communication with a Commissioner which may directly or indirectly relate to or which could influence the disposition of an application, other than those made on the record during a quasi-judicial hearing.
- 1.2.42 “Expert” shall mean a person who is qualified in a subject matter by knowledge, skill, experience, training or education.

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<sup>4</sup> Definition added January 13, 2005

<sup>5</sup> Amended March 28, 2013



- 1.2.43 “Facilities” shall mean various utility and drainage works, including but not limited to inlets, conduits, wire, pipe, culverts, manholes, endwalls, canals, swales, retention or detention basins, outlets and other structural components of this nature.
- 1.2.44 “Fence” shall mean a barrier enclosing or separating an area, typically consisting of posts connected by wire, wood, metal, or plastic that may be disassembled and reassembled. A fence is not a permanent structure, but may occupy a permanent location. Concrete, brick, or stone walls are not considered to be a fence even if they occupy a location typically occupied by a fence.
- 1.2.45 “Filling Plan” shall mean the drawing(s) that show the extent of the proposed filling on a lot. The filling plan shall include the following items specific to the District:
- (a) Limits of fill.
  - (b) Area to remain at the established natural grade.
  - (c) Lot dimensions, square footage and elevations.
  - (d) Drainage easements.
- 1.2.46 “Flood” or “Flooding” shall mean the temporary inundation of normally dry areas from the inflow of upland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters. The inundation of normally dry land set aside for stormwater, such as swales, detention areas, and natural areas, is not considered flooding.
- 1.2.47 “Floor” shall mean the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction.
- 1.2.48 “House Addition” shall mean an external structure added to and possibly extending from an existing single family residence.
- 1.2.49 “Inlet” shall mean Catch Basin.
- 1.2.50 “Landscaping” shall mean any plants other than sod, turf, and grass.
- 1.2.51 “Letter of Authorization” shall mean the document from the Owner that authorizes an agent to act as the Applicant for the Owner. The letter should specify a time period that the agent will act as the Applicant. If no time period is specified, the agent will be considered the authorized Applicant for the life of the permit. The letter shall be signed by the Owner and duly notarized.
- 1.2.52 “License” shall mean Permit.
- 1.2.53 “Material fact” shall mean a fact that bears a logical relationship to one or more issues raised by the Application or the laws and regulations pertaining to the matter requested by the Application.
- 1.2.54 “Minor Swale” shall mean a swale that carries runoff only from the area immediately adjacent to the swale. For example, a side yard swale that collects runoff only from the homes on both sides and drains to the front or rear or both would be a minor swale.
- 1.2.55 “Natural Area” shall mean the area that is purposely constructed to be at or below the Established Natural Grade. The shape of the Natural Area is at the discretion of the Owner. The purpose of the Natural Area is to provide flood protection through periodic inundation. Any improvements, materials or landscaping placed within the Natural Area may be subject to damage from the periodic inundation.
- 1.2.56 “Natural Grade” shall mean Established Natural Grade.

- 1.2.57 "NAVD or NAVD-88" shall mean the North American Vertical Datum of 1988 for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.<sup>6</sup>
- 1.2.58 "NGVD or NGVD-29" shall mean the National Geodetic Vertical Datum for vertical control surveying in the United States of America based upon the General Adjustment of 1929.<sup>7</sup>
- 1.2.59 "Owner" shall mean the title holder of record of the land involved in the review and approval process.
- 1.2.60 "Pad" shall mean the earthen material placed for the construction of a structure. Upon completion of the structure, "Pad" shall refer to the earthen material that remains adjacent and external to the structure.
- 1.2.61 "Parcel" shall mean an area of land, commonly owned and subdivided by plat, recorded or unrecorded, or by deed, that is not itself similarly subdivided.
- 1.2.62 "Participants" shall mean members of the general public, other than the Applicant, including experts and representatives of units of local governments and governmental agencies, who offer testimony at a quasi-judicial hearing for the purpose of being heard on an Application.
- 1.2.63 "Party" shall mean the Applicant and Plantation Acres Improvement District.
- 1.2.64 "Perimeter Dike" shall mean the physical hydraulic barrier surrounding the District preventing flooding from the 100 Year Storm from entering or leaving the District. The dike consists of NW 28<sup>th</sup> Court on the North; 112<sup>th</sup> Avenue or Old Hiatus Road on the East; the North New River Canal north bank on the South; the landscaped berm between NW 124<sup>th</sup> Avenue and Flamingo Road on the West, North of NW 8<sup>th</sup> Street; and the Flamingo Road easterly curb on the West, South of NW 8<sup>th</sup> Street.
- 1.2.65 "Permit" shall mean the authorization from the District to construct, occupy, or operate a specific facility within the District, generally within a specific time period.
- 1.2.66 "Permit Application" shall mean the standard application form that accompanies an application for District approval.
- 1.2.67 "Plantation Acres South" shall mean the unrecorded subdivision of 188 single family lots and local park lying south of SW 3<sup>rd</sup> Street.
- 1.2.68 "Plat" shall mean the drawing(s) and supporting data that are used to describe property that is to be subdivided according to the platting laws of the City, County, and State. The plat shall include the following items specific to the District:
- (a) An approval statement for the Chairman's and, if requested, District Engineer's signature;
  - (b) The location and size of easements to be dedicated to the District by plat.
  - (c) Dedication language for all easements dedicated to the District by plat, containing the following specific language:  
*All drainage easements are hereby dedicated to the Plantation Acres Improvement District for proper purposes.*
  - (d) Information (dimensions and O.R. Book and Page) for previously dedicated District rights-of-way and easements on or adjacent to the plat.
- 1.2.69 "Plat Agreement" shall mean the District's agreement with the Applicant for platting that outlines general development criteria. The plat agreement shall state that the applicant shall do at least the following:

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<sup>6</sup>Added March 28, 2013

<sup>7</sup>Amended March 28, 2013

- (a) Submit drainage plans for District approval.
  - (b) Perform all site work with a valid District permit and follow the condition of said permit.
  - (c) Construct the critical elements of the proposed drainage system during the permit period. The critical elements for this agreement shall mean the drainage improvements required, as determined by the District Engineer, that will adequately connect the property being platted to the District's drainage system. The critical elements will be specified in the agreement.
  - (d) Post security for the construction of the critical elements until those elements are accepted by the District.
- 1.2.70 "Positive Drainage" shall mean a network of inlets and culverts which collect the stormwater within the development and convey it to a District Canal.
- 1.2.71 "Pumpage" shall mean any liquid discharged from a pump.
- 1.2.72 "Proof of Ownership" shall mean the documentation that proves that the Applicant owns the property on which a permit or approval for an improvement is being requested from the District. The proof of ownership shall include the following:
- (a) A copy of the current deed, and;
  - (b) (I) An attorney's opinion of title dated no more than ninety (90) days prior to the date of the application, or (ii) an update of title certified by a title company licensed and authorized to provide title services in the State of Florida, dated no more than ninety (90) days prior to the date of the application.
  - (c) If the Applicant is a contract purchaser, then a copy of the purchase contract or proof of ownership from the current owner accompanied by a letter of authorization from the owner, together with proof of ownership.
- 1.2.73 "Quarter Line" shall mean the tract line that divides each land section into quarters, excluding section-lines.
- 1.2.74 "Quarter-Quarter Line" shall mean the tract line that divides each land section quarter into quarters, excluding section-lines and quarter section-lines.
- 1.2.75 "Quasi-judicial proceeding" shall mean a hearing held by the Board to adjudicate the private rights of an Applicant by means of a hearing which comports with due process requirements.
- 1.2.76 "Relevant evidence" shall mean evidence which tends to prove or disprove a fact that is material to the determination of the Application.
- 1.2.77 "Reservation Release" shall mean an approval from the District to release the drainage reservation that may exist on a specific parcel of land from the holder of the reservation to the Owner of the land. The District's approval does not constitute an actual release, only the District' approval for the release.
- 1.2.78 "Retention" shall mean the impoundment of stormwater, without provision for release.
- 1.2.79 "Road or Roadway" shall mean any surface used for motorized transportation whether it was intended for that purpose or not, excluding permitted parking spaces and drive aisles that are not a required access for fire protection for a building.
- 1.2.80 "Roadside Swale" shall mean the swale running parallel with a road and lying within the right-of-way or easement. Roadside swales drain the road and adjacent property.
- 1.2.81 "Runoff" shall mean Stormwater Runoff.
- 1.2.82 "Section Line" shall mean the boundary line of a land section.
- 1.2.83 "Security" shall mean the funds or guarantee of funds provided in advance of an improvement to assure proper compliance and completion as specifically defined in [5.3](#).

- 1.2.84 “SFWMD” shall mean the South Florida Water Management District.
- 1.2.85 “Single Family Residence” shall mean the structure(s) and related improvements to be occupied by a single human family on a single lot.
- 1.2.86 “Single Lot” shall mean a parcel of land, restricted through zoning or other means, for the use by one person, family or common group in one home.
- 1.2.87 “Site Data Record” shall mean the drawing(s) and supporting data that are used to describe the residential property that is to be subdivided according to the unrecorded platting laws of the City. The site data record shall include the following items specific to the District:
- (a) An approval statement for the Chairman's and District Engineer's signature.
  - (b) The location and size of easements dedicated to the District.
  - (c) The total lot square footage.
- 1.2.88 “Site Grading Plan” shall mean the plan showing the proposed improvements to a lot. The site grading plan for a lot shall include the following items specific to the District:
- (a) Lot dimensions and square footage.
  - (b) Building location.
  - (c) Drainage easements.
  - (d) Front, side and rear swale grading.
  - (e) Location, diameter, length, and material of any proposed culverts.
  - (f) Location and square footage of area to remain at the established natural grade.
  - (g) Finished floor elevation and proposed grades adjacent to building.
  - (h) Evidence of or plans for the connection of the site to a District Canal or Drainage Inlet.
- 1.2.89 “Sod” shall mean commercially grown grass or turf, generally installed over bare earth in sections of a composite of mature grass, root and topsoil.
- 1.2.90 “Staff” shall mean Plantation Acres Improvement District staff members charged with the responsibility of reviewing the Application or enforcing the Board's decision on the Application for development orders and development permits.
- 1.2.91 “Street Swale Culvert” shall mean the culvert used under a public access roadway that crosses a swale. The bottom of the culvert is generally just below the bottom of the swale and the top of the culvert is generally above the bottom of the swale.<sup>8</sup>
- 1.2.92 “Stormwater or Stormwater Runoff” shall mean that portion of precipitation that is not immediately absorbed by the earth, but finds its way into the drainage facilities after meeting the persistent demands of evapotranspiration, interception and other losses.
- 1.2.93 “Submittal Package” shall mean the items submitted by an Applicant to the District Engineer for approval. A description and quantity of the required items to be contained in a submittal package to constitute a complete application for each type of approval given by the District is described in [4.3](#).
- 1.2.94 “Surcharge” shall mean standing water, generally short term, resulting from exceeding the flow rate capacity of downstream drainage facilities, in contrast to standing water resulting from rising flood levels, which is generally longer term.

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<sup>8</sup> Definition added January 13, 2005

- 1.2.95 “Swale” shall mean a shallow ditch or linear depression, wider than deep, often wet and usually grassed.<sup>9</sup> Swales in the District are typically at a flat profile grade.
- 1.2.96 “Tolerated” shall refer to the District’s disposition on certain open and notorious improvements that coexist with District facilities within District property or easements without a permit. Such improvements may continue to coexist without interference at the discretion of the District, but are subject to removal at any time. The District does not accept responsibility for the preservation, protection, removal, or damage of improvements that are “tolerated”.<sup>10</sup>
- 1.2.97 “Topographic Survey” shall mean a survey showing the surface improvements, features, and elevations. The topographic survey shall show on-site and perimeter grades and at a minimum grid of 100 feet for site developments and 50 feet for single lots. The grades shall extend approximately 25 feet into adjacent property for site development permits and 5 feet for single family lot permits. Improvements within 25 feet of any proposed canals shall be shown. The survey shall be signed and sealed by a surveyor registered in the State of Florida unless the topographic information is incorporated into the construction plans.
- 1.2.98 “Witness” shall mean any person who testifies under oath.

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<sup>9</sup>Amended March 28, 2013

<sup>10</sup>Added March 28, 2013

**SECTION 2      ADMINISTRATION<sup>11</sup>**

2.1      Board of Commissioners

2.1.1      The Board

The Board of Commissioners of the Plantation Acres Improvement District shall exercise the powers granted to the District pursuant to the Special Act and Chapter 298, F.S. The Board shall consist of five members, each member shall hold office for a term of four years and until his or her successor shall be chosen and shall qualify. A majority of the members of the Board shall be residents of Broward County and all members shall be residents of the State of Florida. All of the members of the Board shall be landowners within the District.

2.1.2      Chairman/Vice Chairman<sup>12</sup>

The Board shall select a Chairman and Vice Chairman at the January meeting of each odd numbered year. The Chairman and Vice Chairman shall each serve for a term of two years. The Chair and Vice-Chair may not serve consecutive terms in those capacities unless a super majority of the Board of Commissioners votes affirmatively to waive such term limitations on a case-by-case basis. The Chairman of the Board of Commissioners shall preside at all meetings at which he/she is present. In the absence of the Chairman, the Vice Chairman shall preside. The presiding officer shall preserve strict order and decorum at all meetings of the Board. He/she shall repeat every motion and state every question coming before the Board and announce the decision of the Board of all matters coming before it. A majority vote of the Commissioners present shall govern and conclusively determine all questions of order not otherwise covered. The Chairman of the Board of Commissioners shall vote on all questions, his/her name being called last when a roll call is requested. The District Manager shall certify all resolutions adopted by the Board. In the absence of the Chairman or in the event of his/her inability to serve by reason of illness or accident, the Vice Chairman shall perform the duties and functions of the Chairman until his/her return and resumption of duty.

2.2      Meetings

2.2.1      Governing Rules

Except as may be provided in special act, or general law or by these rules, or by questions of order, the methods of organization in conduct of business of the Board of Commissioners shall be governed by the procedures set forth in this manual. In the absence of the rule of procedure adopted by the Board, Roberts Rules of Order, as amended from time to time, will be used to determine procedure of all Board meetings.

2.2.2      Regular Meetings

The Board of Commissioners shall hold meetings beginning at 7:00 p.m. on the fourth Thursday of each month, except for the months of November and December when the meeting date and time shall be established by the Board. Meetings may be canceled at the discretion of the Board. All meetings shall be held at the offices of the District located at 1701 Northwest 112th Avenue, Plantation, Florida, or such place as may be approved by resolution or motion adopted in a meeting by the majority of the Commissioners present and shall be open to the public and all new media. A bulletin board at the front of the District offices is established for the purpose of notifying residents, landowners, and the general public of upcoming meetings. The Board shall consider site data records, plats, paving and drainage plans, reservation releases, expenditures for the District

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<sup>11</sup>The word "Supervisor" is replaced throughout this Section with "Commissioner" July 11, 2013

<sup>12</sup>Amended February 28, 2013

and other necessary business connected with the powers and duties of the District. The time certain of 11:30 p.m. is hereby established for the conclusion of the scheduled order of business of any meeting, which time certain may be waived by a majority of the Board. The establishment of a time certain shall not be construed to prohibit hearings of emergency items.

#### 2.2.3 Special Meetings and Emergency Meetings

##### (a) Special Meetings

Special Meetings of the Board may be held on call of the Chairman or of three (3) or more Commissioners upon no less than 24 hours effective notice to each Commissioner.

##### (b) Emergency Meeting

An Emergency Meeting of the Board may be called by the Chairman whenever, in his/her opinion, an emergency exists which requires immediate Board action. Whenever such emergency meeting is called, the Chairman shall notify the District Manager who shall forthwith serve either verbal or written notice upon each Commissioner, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at the meeting. At least 24 hours shall elapse between the time the District Manager receives notice of the meeting and the time the meeting is to be held.

##### (c) Notice

If, after reasonable diligence, it is impossible to give reasonable notice to each Commissioner, such failure shall not effect the legality of the meeting if a quorum be in attendance. The minutes of each special or emergency meeting shall show the manner and method by which notice of such special or emergency meeting was given to each Commissioner, or shall show a waiver of notice. All special or emergency meetings shall be open to the public and shall be held and conducted in the offices of the District or other suitable facility. Minutes thereof shall be kept by the District's Secretary.

##### (d) Waiver of Notice

Anything herein to the contrary notwithstanding, notice of any special or emergency meeting of the Board shall be waived only by not less than a majority of the entire membership of the Board. No special or emergency meeting shall be held unless notice thereof shall be given in compliance with the provisions of this resolution or unless notice thereof is waived by the majority of the entire membership of the Board.

##### (e) Proper Notice

Proper notice shall consist of personal notice to the Commissioner, or if personal notice can not be had, by delivery to the Commissioner's office and home, and, if no one is at either place, posting notice upon the door. In addition, it shall be the responsibility of the District Manager to notify the public by posting notice of the special or emergency meeting on the District's bulletin board.

#### 2.2.4 Agenda

##### (a) Official Agenda

There shall be an official agenda for every meeting of the Board which shall determine the order of business conducted at the meeting. The Board shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless a majority of the Board as are present shall have first consented to the presentation thereof for consideration and action. The agenda for meetings of the Board shall include approval of minutes; budget reports; attorney's agenda; engineer's

agenda; District Manager's agenda. A portion of the agenda shall be designated as a consent agenda and all items contained therein may be voted on with one motion, except that any Commissioner may withdraw an item from the consent agenda and it shall be voted on individually. No matter listed on the agenda, or the vote thereon, may be deferred until a later time unless a majority of the Board present shall vote in favor of such deferral. Matters may be placed on the agenda by any Commissioner, the District Manager, the General Counsel, the District Accountant, or the District Engineer.

(b) Chair

The Chairman shall take the chair at the hour appointed for the meeting and shall call the Board to order immediately. In the absence of the Chairman and Vice Chairman, the District Secretary shall determine whether a quorum is present and in that event shall call for the election of a temporary Chairman. Upon the arrival of the Chairman or Vice Chairman, the temporary Chairman shall relinquish the chair upon the conclusion of the business immediately before the Board.

2.2.5 Quorum

(a) Defined

A majority of the whole number of the Board shall constitute a quorum. Any Commissioner who announces a conflict of interest on a particular matter or in the proceedings related to that matter shall be deemed present for the purpose of creating a quorum.

(b) No Quorum

Should no quorum attend within 30 minutes after the hour appointed for the meeting of the Board, the Chairman or the Vice Chairman, or in their absence, the District Manager or his/her designee, may adjourn the meeting until the next day, unless by unanimous agreement those Commissioners present select another hour or day. The names of the Commissioners present and their action at such meeting shall be recorded in the minutes by the District Secretary.

2.2.6 Order of Business

All meetings of the Board shall be open to the public. Promptly at the hour set for each meeting, the Commissioners, the General Counsel, District Engineer, the District Secretary, and the District Manager shall take their regular station and the business of the Board shall be taken up for consideration and disposition in accordance with the agenda for the meeting.

2.2.7 Rules of Debate

(a) As to the Chairman

Upon relinquishing the chair, the Chairman or such other Commissioner as may be presiding may move, second and debate, subject only to such limitations of debate as are by these rules imposed upon all Commissioners until the motion is resolved or until re-assuming the chair whichever occurs later.

(b) Getting the Floor, Improper Reference To Be Avoided

Every Commissioner desiring to speak for any purpose shall address the presiding officer and upon recognition, shall confine himself or herself to the question under debate.



(c) Interruption

A Commissioner once recognized shall not be interrupted when speaking unless it be to call him or her to order or as herein otherwise provided. If a Commissioner while speaking be called to order, he or she shall cease speaking until the question of order be determined by the presiding officer, and, if in order, the Commissioner shall be permitted to proceed. Any Commissioner may appeal to the Board of Commissioners from the decision of the Chairman upon a question of order, whereupon without debate the Chairman shall submit to the Board the question, "Shall the decision of the chair be sustained?" and the Board shall decide by a majority vote.

(d) Privilege of Closing Debate

Any Commissioner may move to close debate and call the question on the motion being considered which shall be non-debatable. The Commissioner moving the adoption of a resolution or motion shall have the privilege of closing the debate.

(e) Roll Call

Upon any roll call there shall be no discussion by any Commissioner prior to voting, and he or she shall vote yes or no. Any Commissioner, upon voting, may give a brief statement to explain his or her vote. A Commissioner shall have the privilege of filing with the District Secretary division a written explanation of his or her vote.

(f) Vote Change

Any Commissioner absent for a vote may record his or her vote, or any Commissioner may change his or her vote, before the next item is called for consideration or before a recess or adjournment is called, whichever occurs first, but not thereafter.

(g) Renewal

Once action is taken on a proposed resolution or motion, neither the exact same resolution or motion nor its repeal or recession may be brought before the Board again during the six (6) months period following the said action unless a majority of the members of the Board present vote for renewal.

2.2.8 Reading Minutes

Unless a reading of the minutes of a meeting is requested by a majority of the Board, such minutes, when approved by the Board and signed by the Chairman and the District Secretary, shall be considered approved without reading.

2.2.9 Method of Voting

The vote upon any resolution, motion or other matter may be by voice vote, provided that the Chairman or any Commissioner may require a roll call vote to be taken. Upon every roll call vote the names of the Commissioners shall be called alphabetically by surname, except that the names shall be rotated after each roll call vote, so that the Commissioner who votes first on a preceding roll call shall vote last upon the next subsequent matter; provided, however, that the presiding officer, shall always cast his or her vote last. Upon relinquishing the chair, the Chairman shall vote in alphabetical order with the other Commissioners. The District Secretary shall call the roll, tabulate the votes, and announce the results.

#### 2.2.10 Addressing the Board

##### (a) Agenda Items

All proceedings and the order of business at all meetings of the Board shall be conducted in accordance with the official agenda. Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the Commissioners present at the meeting. Any citizen shall be entitled to be placed on the official agenda of a regular meeting of the Board and be heard concerning any matter within the scope of the jurisdiction of the Board. Only Commissioners may place a citizen on the official agenda.

##### (b) Non-Agenda Matters

Non-agenda matters shall be confined to items that could not be addressed in a timely manner as an agenda item at subsequent meetings or items that are informational only.

##### (c) Addressing Board

Each person, other than members of the District staff, who addresses the Board shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:

- (1) Each person addressing the Board shall clearly state his/her name and address.
- (2) If requested by any Commissioner, any person addressing the Board may be required to state:
  - a) Whether he/she speaks for himself, a group of persons, or a third party; if the person says that he/she represents an organization, whether the view expressed by the speaker represents an established policy of the organization approved by the Board or governing council;
  - b) Whether he/she is being compensated by the person or persons for whom he/she speaks; and
  - c) Whether he/she or any member of his/her immediate family has a personal financial interest in the pending matter, he/she shall limit his/her address to the time limits set by the Chairman. All remarks shall be addressed to the Board as a body and not to any Commissioner. No person, other than Commissioners and the person having the floor, shall be permitted to enter into any discussion, whether directly or through a Commissioner, without the permission of the presiding officer.

#### 2.2.11 Decorum

Any persons making impertinent or slanderous remarks or who becomes boisterous while addressing the Board shall be barred from further audience before the Board by the presiding Board, unless permission to continue or again address the Board be granted by the majority vote of the Commissioners present.

#### 2.2.12 Committees

##### (a) Representatives

Whenever the Board deems it necessary or desirable that the Board shall be represented at meetings, conferences or other occasions involving other governmental entities, agencies, officials or groups, or non-governmental organization, the Board may nominate Commissioners to represent the Board at such meetings, conferences or other occasions, with the consent of the designee. Such representatives shall have no power to act for or on behalf of the Board, or to make any commitment or binding obligation on behalf of the Board or the District. Such representative shall report in writing to the Board with regard to such meeting, conference, or other occasion.

(b) Establishment of Ad Hoc Committees

The Board may establish special ad hoc committees from time to time as specific needs arise. The Board shall make nominations to such committees with the consent of the appointees.

(c) Abolishment of Ad Hoc Committee

Any special ad hoc committee may be abolished by the Board when its continued existence no longer is necessary or will automatically be abolished one (1) year from the date of its creation.

2.2.13 Adjournment

A motion to adjourn shall always be in order and decided without debate, except that the motion shall contain a time to hear the balance of the agenda if same has not been completed.

2.2.14 Clerk Minutes Agenda

The District Secretary shall serve as Clerk of the Board. The District Secretary shall duplicate the minutes and all resolutions and ordinances, and shall furnish copies to persons desiring them at the prescribed rates. The District Manager shall make available to the Commissioners a copy of the agenda seven (7) calendar days before the meeting.

2.3 Organization and Administration<sup>13</sup>

2.3.1 Chairman

The Chairman shall be the administrative head of the District. The District Secretary, the District Engineer, the District Attorney, the District Accountant, and the District Manager shall each be appointed by and serve at the pleasure of the Board. Directions and orders to the District's administrative staff shall be given by the Chairman, unless directions or orders concerning a particular matter or practice are given by the Board at a Board meeting. Except for the purpose of inquiry, the members of the Board other than the Chairman shall deal with administrative services solely through Board meetings, and no member of the Board shall give orders or directions to any administrative staff, either publicly or privately.

2.3.2 District Secretary

In order to fulfill its obligation to keep a permanent record book of all proceedings of the District, the Board has employed an official secretary for the District. The secretary records minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts which record books shall at reasonable times be open to the inspection of any landowner.

2.3.3 District Engineer

The District Engineer shall be responsible for implementation of the engineering criteria set forth in this manual; for developing and maintaining a complete and comprehensive plan for the drainage and reclamation of lands within the District; for reviewing all applications for permits; for preparing an annual report; for representing the District for the issuance of approvals for building permits on individual lots and for stamps placed on plans previously approved by the Board; for reviewing and approving security disbursements for private developments; and for any other matters involving engineering issues of the District, at the request of the Board.

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<sup>13</sup> Revised October 20, 2008

#### 2.3.4 District Attorney

The District Attorney shall be responsible for all legal matters concerning the District. This shall include, but is not limited to, the attendance of monthly Board meetings; the preparation of contracts, ordinances, and resolutions; counsel and advice to the Board on legal matters involving the District; representation of the District in legal actions; representation of the District in negotiations relating to the District's issuance of development approvals for property within the jurisdiction of the District; and any other matters of a legal nature for the Board and District. The Board may, by and with the advice of the District Attorney, employ special counsel.

#### 2.3.5 District Administrator<sup>14</sup>

District Administrator shall be responsible for receiving all bills pertaining to the operations of the Plantation Acres Improvement District; reviewing all the bills and invoices for accuracy; validating that all bills received directly are accurate and the District is billed for correct services and products; reviewing all the invoices approved for payment by the District Manager and check for accuracy; monitoring the District's expenditure of funds; printing checks and corresponding payment vouchers for presentation to the Board for review, approval and signature; depositing all plat and permit monies into appropriate accounts; reconciling all bank accounts on a monthly basis; preparing a monthly consent agenda, and monthly cash flow and detailed general ledger for presentation to the Board at monthly meeting; preparing all State and Federal payroll reports; paying and filing all applicable payroll taxes; preparing all workers compensation audits required by the insurance company; serving as the District's procurement officer; preparing annual budget and any amendments thereto for presentation to the Board; serving as the human resources coordinator; monitoring employee pay; monitoring employee use of sick leave and vacation leave; reviewing all insurance policies; generating health and dental insurance reports; generating Florida Retirement System Reports; generating workers compensation reports; verifying all non-ad valorem receipts; and filing of reports with the Property Appraiser.

#### 2.3.6 District Manager or Maintenance Personnel

The District Manager or Maintenance Personnel, shall preserve and maintain any facility or equipment owned by the District. The Board may prescribe such other duties as may be necessary to fulfill goals of the Board as determined from time to time in accordance with the powers, responsibilities and obligations of the Board. The District Manager shall be responsible for the day to day operations and business administration of the District. This procedures manual and a record of all amendments thereto shall also be maintained by the District Manager.

### 2.4 Purchasing

#### 2.4.1 Bids<sup>15</sup>

No contract shall be entered into by the Board for the construction or maintenance of any authorized project, nor shall any goods, supplies, services or materials be purchased, when the amount thereof to be paid by the District shall exceed Ten Thousand Dollars (\$10,000.00) unless notice of bids shall be advertised once a week for two (2) consecutive weeks in a newspaper published in Broward County and of general circulation within the District. In each case the bid of the lowest responsible bidder shall be accepted, unless all bids are rejected.

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<sup>14</sup> Amended March 24, 2011

<sup>15</sup> Amended May 23, 2013

The Board may require the bidders to furnish bond with responsible surety to be approved by the Board. At all times, the Board may undertake and perform the construction, operation and maintenance of any project or facility by the direct employment of labor, material and machinery. To the extent permitted by law the requirements of this Section [2.4.1](#) may be waived by the Board for good cause shown prior to solicitation or procurement.

#### 2.4.2 Competitive Sealed Bidding

(a) Conditions for Use

Offers equal to or over the mandatory bid amount shall be solicited by formal competitive sealed bidding except as otherwise provided in Section [2.4.1](#).

(b) Invitation for Bids

An Invitation for Bids shall be issued for each solicitation for offers equal to or exceeding the mandatory bid amount and shall include a purchase description, and all terms and conditions applicable to the procurement.

(c) Public Notice

Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation, posting on the Internet, or any other means of making requirements known to a large number of potential vendors, a reasonable time prior to bid opening. When public notice is required by Florida Statutes as being in the "Sunshine", the District will follow the advertising requirements stipulated in the Florida Statutes.

(d) Bid Opening

(1) Time of Receipt

Bids must be received by the District no later than the time and date identified in the Invitation for Bids. Bids received after this time for any reason shall be returned to the bidder.

(2) All Bids Unopened

If all bids are not opened at the appropriate time and date of the bid opening, for any reason other than failure of the vendors to present their bids or cause their bid to be presented at the appropriate time, the bid opening may be postponed and extended. This automatic extension of the bid opening time may occur without notice to bidders if there has been no other change in requirements or specifications other than the delay of opening of the bid. Any vendor submitting a bid after the delayed original time and date, but before the next regularly scheduled time and date for bid opening, shall not have the bid accepted, opened, and fully considered for award.

(3) Bids Remain Unopened After Bid Opening Time

If, after bids have been opened, it is ascertained that one or more bids remain unopened for any reason other than the failure of a vendor or vendors to present his or her bid or cause to have his or her bid presented at the appropriate time, the remaining unopened bids shall be opened and publicly read aloud at another scheduled date and time.

(4) Public Bid Opening

All bids received shall be publicly opened in the presence of one or more witnesses at the time and place designated in the Invitation for Bids.

(e) Bid Acceptance and Bid Evaluation

Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award, excluding cash discounts, shall be objectively measurable, such as trade discounts, transportation costs, and total or life cycle costs. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids.

(f) Correction, Cancellation or Withdrawal of Bids

(1) Addition to Bids

a) Exceptions to Bid Requirements

After bid opening, an otherwise low bidder shall not be permitted to delete exceptions to bid conditions or specifications which affect price or substantive obligations. However, such bidder shall be permitted the opportunity to furnish other information called for by the Invitation for Bids and not supplied due to oversight, so long as it does not affect responsiveness.

b) Responsibility, Determination, with Additional Information

Bidders may be asked to provide the District with any information required to determine the responsibility of the vendor.

c) Waiver of Technicality

Information shall not be considered after the bid opening if it has been specifically requested to be provided with the bid and becomes a matter of responsiveness. The bid shall be considered responsive only if it substantially conforms to requirements of the Invitation for Bids as it relates to pricing, surety, insurance, specifications, and any other matter unequivocally stated in the Invitation for Bids as a determinant of responsiveness. A minor or non-substantive lack of conformity on these matters may be considered a technicality or irregularity, which may be waived by the authority empowered to make the award. A minor or technical irregularity is a variation from the bid or proposal which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by others, or does not adversely affect the interests of the District.

(2) Correction of Bids

a) Mathematical Errors

Errors in extension of unit prices or in mathematical calculations may be corrected by the District prior to award. In all cases of errors in mathematical computation, the unit prices shall not be changed except in accordance with Section [2.4.2\(f\)](#).

b) Correction of Non-Judgmental Errors

A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in his or her bid, including unit prices, when the intended bid is reasonably proven by submission of proof of evidentiary value or is ascertained from the bid document.

c) Voluntary Reduction of Price

The District may accept a voluntary reduction from a low bidder after bid opening, if

such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids. A voluntary reduction may not be used to ascertain the lowest responsive bid.

d) Unsuccessful Bidders Not Permitted to Correct Bid Mistakes

No bidder shall be permitted to correct a bid mistake, with the exception of mathematical computation, which would cause such bidder to have the low bid and receive an award which otherwise would go to another vendor except in accordance with the provisions of Section [2.4.2\(f\)\(2b\)](#).

e) Corrections After Award

Any corrections to the benefit of the vendor of a non-judgmental, clerical and/or mathematical bid mistake after award shall only be permitted by the awarding authority; and any correction in prices may not permit the changed price to exceed the price of the next low bid.

(3) Cancellation of Bids

a) Cancellation or Postponement of Bid Opening

Any time prior to the bid opening date and time, the District may cancel or postpone the bid opening or cancel the Invitation for Bid or any other District solicitation in its entirety.

b) Rejection After Bid Opening

After any vendor offer is opened, any or all offers may be rejected by the District or designee, including those bids in which there is only one responsive vendor, except when a Selection Committee has been established. When a Selection Committee has been established, the responsiveness of vendor offers shall be determined as stated in Section [2.4.2\(f\)\(5\)](#).

(4) Withdrawal of Bids

a) Bid Amendments Prior to Opening

Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the District that their bid should not be considered or that their bid should be amended. Amendments should be forwarded to the District, in the same manner as the original bid.

b) Bid Amendments After Opening

After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the Invitation for Bid with the following exceptions:

1) Non-judgmental Mistake

The bidder is alleging a non-judgmental mistake of fact which is reasonably proven by submission of backup documentation of evidentiary value clearly showing that the mistake is clerical and non-judgmental but the evidence is not clear enough for correction of unit price as provided in Section [2.4.2\(f\)\(2b\)](#).

2) Prima Facie Evidence of Mistake

The bid is so outrageous as to be prima facie evidence of a bid mistake, but a

mistake that cannot be corrected by correction of mathematical computation.

c) Unilateral Withdrawal of a Bid

Any bidder who unilaterally withdraws a bid without permission before ninety (90) days have elapsed from the date of the Bid Opening or a time specified in the Invitation for Bids may be debarred in accordance with the applicable provisions of this Code. The District may waive this debarment for cause.

(5) Determination of Responsiveness and Responsibility

The determination of a non-responsive or non-responsive bidder or offeror and the permitting of withdrawals or corrections of bids and offers, in accordance with the directives of this Code, shall be the duty and responsibility of the Board except when a Selection Committee has been established. When a Selection Committee has been established, the responsiveness of vendor offers shall be determined as stated in this Code. The recommendation of award shall only be made to the responsive and responsible offeror of the best evaluated offer.

(6) Unbalanced bids

A bid with extreme variations from the District's estimate, or where obvious unbalancing of unit or lump sum prices has occurred, shall be thoroughly evaluated. Where obvious unbalanced bid items exist, a decision or recommendation to award or reject a bid shall be supported by written justification. A bid found to be mathematically unbalanced, but not found to be materially unbalanced, may be awarded. The District may determine a materially unbalanced bid to be non-responsive.

(g) Award Authority.

A contract shall be awarded by the Board with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and award criteria set forth in the Invitation for Bids.

(h) Tie Bids

If two or more bidders are tied, the tie may be broken and the successful vendor selected by the following criteria presented in order of importance and consideration.

- (1) Quality of the items or services bid if such quality is ascertainable.
- (2) Delivery time if provided in the bid by the bidders.
- (3) Preference to businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes, as amended.
- (4) Location of the vendor within Broward County.
- (5) Company which provides domestic partner benefits.
- (6) Preference for purchase from a vendor other than a manufacturer.
- (7) If above items 1 through 6 are not applicable, the award will be decided by drawing of lots or flipping a coin.

(i) Criteria for Breaking Ties

If two (2) or more ranked vendors are tied and it is necessary to break the tie, the tie shall be broken and the higher ranked vendor or vendors shall be selected by the following criteria presented in order of importance and consideration as documented in the vendor's response to the solicitation:

- (1) Location of the vendor within Broward County.



- (2) Company which provides domestic partner benefits.
  - (3) Preference to businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes, as amended.
  - (4) Preference for purchase from vendor other than a manufacturer.
  - (5) A re-vote or re-assessment of only the tied vendors.
  - (6) Preference to vendor receiving a majority of the total first-place votes.
  - (7) If above items 1 through 6 do not break the tie vote, vendor or vendors shall be selected by the District's Board of Commissioners.
- (j) Authority to Reduce Scope of Construction Projects and Negotiate
- In the event all bids for a construction project exceed available funds, as determined by the District Administrator, and the low responsible bid does not exceed such funds by more than 5%, the Board is authorized, where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate, or to designate a person to negotiate for the District, an adjustment of the bid price, including changes in the bid requirements of the low, responsive and responsible bidder, in order to bring the bid within the amount of available funds.
- (k) Authority to Award to Second Low Bidder After Cancellation of Contract
- If within ninety (90) days after bids are opened, or any period bids are required to remain firm as prescribed in the Invitation for Bid, the Contract of the lowest responsible vendor is canceled, the Board may elect to award the contract to the next low responsible bidder. After the ninety (90) day period or alternate period prescribed in the Invitation to Bid, the Awarding Authority may award to the next low responsible bidder provided:
- (1) A determination is made that it is in the best interest of the District to award based on the present bids rather than re-bid, and
  - (2) The next low responsible bidder agrees, in writing, to the extension of the bid price for the additional period of time.
- (l) Contract Extension
- All invitations for bids for Open-End contracts shall, when practical, provide for an extension of the contract for a specified time period, upon mutual consent of the buyer and seller and a written analysis by the District Administrator that renewal is in the best interest of the District. No contract shall extend beyond five (5) years without the express consent of the Board.
- (m) Price Adjustment
- Contract may be awarded with provisions for upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the District.
- (n) Cancellation of Solicitation
- A request for solicitations may be canceled and/or any or all responses to solicitations may be rejected in whole or in part when it is in the best interests of the District. The reasons therefore shall be made part of the file.
- (o) Cancellation of Contracts
- The Board has the authority to cancel the contract.

(p) Software Acquisition

Notwithstanding any other provision of this Code, any procurement of computer application software or a software license must have as part of the contract or as an accompanying contract an agreement for maintenance for a minimum period of five (5) years. If it is impossible to meet the requirements of obtaining a five (5) year maintenance contract with each purchase, the awarding authority will be made aware of the reason for failure to obtain the requisite maintenance contract and may make an award which is in the best interest of the District.

(q) Competitive Sealed Proposals

(1) Conditions for Use

If it is not practical nor advantageous to procure any specific supplies, services or construction by competitive sealed bidding, the District may determine that the use of competitive, sealed proposals may be used. Competitive sealed proposals shall be the preferred method to obtain general service, when the award is to be based upon evaluation of price, quality, experience of the vendor, and other factors.

(2) Request for Proposals

Proposals shall be solicited through a request for proposals which should state as near as possible the functional or performance specifications for the end results being sought. Proposals shall be received, opened, and processed in the same manner as bids discussed in Section [2.4.2\(d\)](#). Requests for Proposals may be corrected, withdrawn, and canceled in the same manner as bids discussed in Section [2.4.2\(f\)](#).

(3) Public Notice

Adequate public notice of a Request for Proposal shall be given in the same manner as provided in Subsection [2.4.2\(c\)](#), Competitive Sealed Bidding- Public Notice.

(4) Evaluation Factors

The Request for Proposals shall state the relative importance of all evaluation factors, including price, in an exact numerical fashion, stating the number of points each evaluation factor may receive. In addition, certain items may be rated in accordance with their importance and classified as mandatory, desirable, or highly desirable. Only criteria disclosed on the solicitations may be used to evaluate the items or services proposed.

(5) Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposal, discussions may be conducted with responsible offerors whose submitted proposal is determined to be reasonably susceptible of being accepted for award, for the purpose of clarification to assure full understanding of responsiveness to the solicitation requirement. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposal and such revisions will be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

(6) Award of Proposals

Award shall be made to the responsive, responsible offeror whose proposal is determined, in writing, to be the most advantageous to the District, taking into consideration the evaluation factors set forth in the Request for Proposals. The contract file shall contain the reasons for the award, including the evaluations of all persons rating the proposals.

#### 2.4.3 Award Authority<sup>16</sup>

- (a) The Board is responsible for the award of all contracts. However, when the Board is not in session, the Chairman may approve and award contracts not to exceed four thousand dollars (\$4,000.00) each, and the Chairman shall report such contract(s) to the Board at its next regularly scheduled meeting.
- (b) In order to facilitate the day to day operations of the District, the District Manager shall have the authority to issue purchase orders for goods and services up to an amount of Five Hundred Dollars (\$500.00) per purchase order. A copy of each purchase order so issued by the District Manager shall be provided by the District Manager to the District Accountant and the District Chair within five (5) calendar days of the date of issuance of the purchase order. The District Accountant shall report each such purchase order issued by the District Manager to the Board at its next available regularly scheduled meeting.
- (c) The known requirement of any commodity or service shall not be divided to circumvent the requirement of the mandatory bid amount. The District Administrator may deem it more beneficial or economical to purchase an annual or alternate quantity of a commodity or service at one time or to enter into an open-ended contract for annual or alternate requirements in which case, if the aggregate total exceeds the mandatory bid amount, formal bid procedures shall be used.

#### 2.5 Maintenance of District Works

The District shall be responsible for the treatment of aquatic plants and maintenance of the canals, lakes, and waterways within the District's jurisdiction. No special organization or homeowner's association shall be permitted to treat the waters within the District's jurisdiction for aquatic plant life when such waters are maintained by the District. However, the maintenance of the ground covering on the banks of canals, lakes, waterways, and swales shall remain the responsibility of the adjacent property owner.

#### 2.6 Public Records<sup>17</sup>

##### 2.6.1 Policy

- (a) The District adopts Chapter 119, Florida Statutes, hereinafter referred to as the "Public Records Law", including all exemptions provided in the Florida Statutes, as presently enacted and, hereafter amended, and as may be construed by the courts and Attorney General, as the District's policy regarding the public's right to inspect and copy public records.
- (b) It is the policy of the District that all public records shall be open for inspection by any person at any reasonable time and under reasonable conditions as provided by Section 119.07(1)(a), Florida Statutes. A request for public records may be made verbally or in writing.
- (c) Each official and employee is the custodian of his or her own public records, including any public records created or existing on the official or employee's personal mobile device or other personal property, such as a computer. As a result, each official and employee is responsible for maintaining his or her own public records and complying with the Public Records Law.

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<sup>16</sup> Amended March 25, 2010

<sup>17</sup> Revised October 20, 2008 and April 25, 2013

#### 2.6.2 Custodian

The District Manager is hereby appointed the custodian of the public records of the District. The District Manager may designate another District employee as the custodian in the absence of the District Manager.

#### 2.6.3 Requests

Any party desiring to inspect the public records of the District may do so after making a request for such inspection to the District Manager. Any such request must be specific enough to allow the District Manager to identify the records being requested. The public records of the District shall be available for inspection at the District office during the District's normal business hours.

#### 2.6.4 Inspection and Copying

In order to ensure the safe and proper care and custody of all public records of the District, any party inspecting public records of the District shall be accompanied at all times during such inspection by the District Manager, or another employee of the District designated by the District Manager. The copying of any public records, whether such records be in writing or audio tape, shall be performed solely by the District Manager or his or her designee. At no time shall the public records of the District, other than those in the possession of the District Engineer, the District Attorney or the District Administrator be removed from the offices of the District.

#### 2.6.5 Fees

Fees and charges are due for inspection and copying of public records of the District as follows:

- (a) To reimburse the District for the Time Spent
  - (1) To reimburse the District for the time spent in identifying, locating and producing records requested for inspection, the party making such request shall pay the District the sum of six dollars and fifty cents (\$6.50) for each quarter hour, or portion thereof, spent by the District Manager in identifying, locating and producing such requested records.
  - (2) To reimburse the District for the District Manager's time spent in accompanying a party inspecting the public records of the District, the party inspecting such records shall pay the District the sum of six dollars and fifty cents (\$6.50) for each quarter, or any portion thereof, spent by the District Manager in the performance of such activity.
  - (3) To reimburse the District for the time spent by the District Manager in copying requested records, the person making such request shall pay the District the sum of six dollars and fifty cents (\$6.50) for each quarter hour, or portion thereof, spent by the District Manager in making such copies.
- (b) For Copies
  - (1) The party requesting copies of blueprints, paving and drainage plans or plats shall pay the District the sum of two dollars and fifty cents (\$2.50) for each 24" x 36" sheet prepared by the District Engineer; and the sum of five dollars (\$5.00) per sheet for each 24" x 36" sheet prepared by a party other than the District Engineer.
  - (2) To reimburse the District for copies of all other records requested by a party, the party making such request shall pay the District the sum of fifteen cents (\$0.15) for each such copy made pursuant to such request.

- (3) Any party requesting a copy of an audio tape of a public record of the District shall supply their own duplicating equipment and blank audio tapes or pay the District the District's actual cost of causing such audio tape to be duplicated by an independent contractor selected by the District.
- (c) Special Charge
- (1) A special charge may be assessed, in addition to the actual costs of materials and supplies, when the nature or volume of the records requested required extensive use of information technology resources, extensive clerical or supervisory assistance by District personnel. "Information technology" shall be defined to include data processing hardware, software and services, communications, supplies, personnel, facility resources, maintenance, and training.
  - (2) For the purpose of this Regulation, "extensive" shall mean that it will require more than 15 minutes to locate, review the records for confidential or exempt information, copy and re-file the requested material. Any special service charge shall be computed to the nearest quarter of an hour exceeding 15 minutes.
  - (3) The records custodian shall be responsible for the verification that all fees and charges have been paid prior to the release of any copies.
- (d) Exempt from fees
- The schedule of fees and charges set forth in [2.6.5\(a\)](#) and [2.6.5\(b\)](#) shall not be applied to any member of the District's Board of Commissioners, or the District's professional staff.
- (e) Payment
- The fees and charges set forth to reimburse the District for the District Manager's time in identifying, locating, and producing public records requested for inspection, shall be paid in cash or by check by the party making such request for inspection, prior to such inspection taking place. The fees and charges set forth above for the cost of copies, including the fees and charges associated with the District Manager's time in copying requested public records, shall be paid in cash or by check the party making such request prior to that party receiving the requested copies.

#### 2.6.6 Confidential or Exempt Information

Any specific information that is deemed or classified as confidential or exempt shall NOT be available for public inspection. Any specific information that is exempt from the Public Records Act may be redacted from the public record leaving the remainder of the record available for public access at the discretion of the District Manager or the District Attorney.

#### 2.6.7 Electronic Communication

Voicemail messages and text messages are intended to be brief, transitory messages instead of non-transitory messages and therefore transitory voicemail and text messages need to be retained by an employee/official only until obsolete, superseded, or the administrative value is lost. Land-line voicemail messages shall not be retained for longer than ten (10) days. In the event an employee/official receives a non-transitory voicemail or text message, a transitory voicemail or text message on his/her mobile device or a transitory voicemail or text message that will not be obsolete within ten (10) days, the recipient shall be responsible for retaining the content in accordance with the Public Records Law.

## 2.7 Quasi-judicial Proceedings

### 2.7.1 Applicability

Except as may otherwise be provided by statute or ordinance, these procedures shall apply to all actions taken by the Board regarding site-specific development orders or permits.

### 2.7.2 *Ex-parte* Communication

#### (a) Authority

This section incorporates section 286.0115, Florida Statutes, as amended, which authorizes a local government to establish a process for disclosure or *ex-parte* communication with public officials in order to remove the presumption of prejudice.

#### (b) Access Permitted

Any Commissioner may choose to discuss the merits of any matter on which action may be taken by the Board with any person not otherwise prohibited by statute, charter provision, or ordinance if the Commissioner complies with the following procedures.

#### (c) Disclosure Procedures

Compliance with the following procedures shall remove the presumption of prejudice arising from *ex-parte* communication with any Commissioner:

#### (d) Oral Communications

The substance of any oral *ex-parte* communication with a Commissioner which relates to a quasi-judicial action pending before the Board is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter. At the quasi-judicial hearing the person or persons responsible for the *ex-parte* communication, any party to the hearing and any Participant shall have the opportunity to contest the accuracy of the matters disclosed.

#### (e) Written Communications

Any written communication which relates to a quasi-judicial action pending before the Board is not presumed prejudicial to the action if such written communication is forwarded to the appropriate Staff for inclusion in the official file, is included in the back-up for the quasi-judicial hearing and is disclosed on the record before final action on the matter. It shall be the responsibility of the Applicant to review the official file periodically to determine whether written *ex-parte* communications have been placed in the official file.

#### (f) Investigations and Site Visits

Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigations, site visit, or expert opinion is made a part of the record before final action on the matter.

### 2.7.3 Disclosure

Disclosures must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the *ex-parte* communication are given a reasonable opportunity to refute or respond to the communication.

#### 2.7.4 General Procedures

- (a) Manner of Conducting Proceedings  
Quasi-judicial proceedings shall be conducted in an informal manner.
- (b) Rights of Presenting Party  
Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross examine opposing witnesses on any relevant matter, and to rebut evidence.
- (c) Responsibility of Staff  
Staff shall have the responsibility of presenting the case on behalf of Plantation Acres Improvement District.
- (d) Notice  
Notice and scheduling requirements for quasi-judicial hearings held before the Board shall be provided in accordance with applicable state law.

#### 2.7.5 Official File

- (a) Defined  
All written communications received by Commissioner or Staff concerning an Application, the Agenda, any petitions or other submissions from the public, and all other documents pertaining to the Application shall be kept in the official file maintained by Staff.
- (b) Public Availability  
The official file will be made available for public inspection upon request at any time during normal business hours.
- (c) Staff Report  
The Staff report on the Application shall be sent to the Board and shall be made a part of the agenda back-up and the official file.

#### 2.7.6 Order of the Proceeding

To the extent possible, the following shall be the order of the proceeding

- (a) Opening Statement  
The Chairman shall read a preliminary statement once at the beginning of the quasi-judicial hearing portion of the agenda outlining the procedure which shall be followed.
- (b) Sworn  
The Applicant, Staff, and all Participants requesting to speak shall be collectively sworn excluding attorneys licensed to practice law in the State of Florida, unless they intend to present testimony. The Board will not consider the unsworn comments of any person in its deliberations.
- (c) Waiver of Evidentiary Hearing  
If the Applicant or agent of the Applicant agrees with Staff's recommendation and wishes to waive his or her right to an evidentiary hearing, and if no Commissioner or anyone from the audience wishes to speak for or against the quasi-judicial agenda item, the Board may vote on the item based upon the materials in the agenda back-up.
- (d) Staff's Presentation  
If there is an evidentiary hearing, Staff shall present a brief synopsis of the nature of the Application, introduce any additional exhibits which are not already included in the agenda back-up, summarize issues and make a recommendation.

- (e) Applicant's Presentation  
The Applicant shall make his or her presentation.
- (f) Other Participants' Presentation  
Participants in support of the Application shall make their presentation. Participants claiming to represent a group, organization, unit of local government or governmental agency must indicate the Participant's authority to act as a representative for the group, organization or agency.
- (g) Applicant's Presentation Closed  
The presentation of the case in chief for the Application will then be considered closed, except for rebuttal as hereinafter provided.
- (h) Participants' in Opposition Presentation  
Participants in opposition to the Application shall make their presentation.
- (i) Participants' in Opposition Presentation Closed  
The presentation of the case in opposition to the Application will then be considered closed, except for rebuttal as hereinafter provided.
- (j) Time Limits for Presentation
  - (1) Staff - up to thirty (30) minutes.
  - (2) Applicant - up to thirty (30) minutes.
  - (3) Participants:
    - a) Members of the public - five (5) minutes each.
    - b) Speakers representing an organization or a group in attendance at the meeting - five (5) minutes each.
- (k) Time Extension  
At the discretion of the Chair the time allowed for any testimony may be extended.
- (l) Transfer of Time Limit  
A speaker who is a member of the public may give his or her time to another speaker, however, a speaker who is given time by another speaker or speakers may not accumulate nor speak for more than thirty (30) minutes, including the speaker's own time.
- (m) Cross Examination  
After each person testifies and/or documents are made part of the record, the Applicant, Staff or any Commissioner may cross-examine the witness.
- (n) Rebuttal by Staff  
Rebuttal by Staff, if requested, will follow cross examination.
- (o) Rebuttal by Applicant  
Rebuttal by Applicant, if requested, will follow rebuttal by Staff. At this time the Applicant may only rebut statements made by the Participants and/or Staff in opposition to the Application.
- (p) Response to Rebuttal  
The Chair may choose to allow Participants to respond to the Applicant's rebuttal if the Chair deems the response to be necessary to ensure fairness and due process. The response must be limited to issues addressed in the Applicant's rebuttal. No new issues may be raised at this time.



- (q) Further Responses
 

The Chair, in the interest of fairness and due process, may allow further responses, but the responses must be limited to issues addressed by the previous speaker. No new issues may be raised at this time.
- (r) No Further Evidence
 

No further evidence will be accepted at this time in the hearing.
- (s) Final argument
 

Final argument by Applicant and Staff. In final argument, the Applicant and Staff may refer only to facts which were admitted into evidence. Argument that refers to facts not in evidence will be disregarded by the Board.
- (t) Response to Staff Recommendations
 

At the discretion of the Board, the Applicant may be permitted to respond to final Staff recommendations.
- (u) Deliberation
 

The Board shall deliberate on the Application. No further presentations or testimony shall be permitted, and Commissioners shall not ask further questions of persons presenting testimony. The Board shall discuss the evidence which was presented at the quasi-judicial hearing and vote on the Application. Although the Board shall not be required to make findings of fact and conclusions of law, the Board must ensure that there is competent substantial evidence in the record to support its decision.

#### 2.7.7 Evidence

- (a) As Determined by Board
 

The Board shall not be bound by the strict rules of evidence, or limited to consideration of evidence which would be admissible in a court of law. The Board may exclude evidence or testimony which is not relevant, material, or competent, or testimony which is unduly repetitious or defamatory. The Board will determine the relevancy of evidence.
- (b) Hearsay Evidence
 

Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in a court.
- (c) Documentary Evidence
 

Documentary evidence may be presented in the form of a copy or the original, if available. Upon request, the Applicant and Staff shall be given an opportunity to compare the copy with the original.
- (d) Cross-Examination
 

Only the Applicant, Staff and the Board shall be entitled to conduct cross-examination when testimony is given or documents are made a part of the record.
- (e) Board Representation
 

The General Counsel of the Plantation Acres Improvement District shall represent the Board and advise the Board as to the procedures to be followed and the propriety and admissibility of evidence presented at the proceeding.

#### 2.7.8 Cross Examination

##### (a) General Rules

The Applicant, Staff and all Participants are subject to cross-examination during the hearing. A Participant may not question any person. However, a Participant may request that the Board ask questions of the witness. The Board may or may not choose to ask the witness any questions requested by a Participant. The scope of the cross-examination shall be limited to the facts alleged by the Applicant, Staff or Participant(s) in relation to the Application.

##### (b) Cross Examination Stopped

The Chairman of the Board may direct the party conducting the cross-examination to stop a particular line of questioning that merely harasses, intimidates or embarrasses the individual being cross-examined. The Chairman of the Board may direct the party conducting the cross-examination to stop a particular line of questioning that is not relevant and that is beyond the scope of the facts alleged by the individual being cross-examined. If the party conducting the cross-examination continuously violates directions from the Chair to end a line of questioning deemed irrelevant and merely designed to harass, intimidate or embarrass the individual, the Chairman may terminate the cross-examination.

#### 2.7.9 Continuances and Deferrals

If, in the opinion of the Board, any testimony or documentary evidence or information presented at the hearing justifies allowing additional research or review in order to properly determine the issue presented, the Board shall continue the hearing to a time certain to allow for such research or review.

#### 2.7.10 Judicial Notice

The Board shall take judicial notice of all state and local laws, ordinances and regulations and may take judicial notice of such other matters as are generally recognized by the courts of the State of Florida.

#### 2.7.11 Basis of Decision

All decisions by the Board shall be based on the evidence presented to the Board at the quasi-judicial hearing on the Application, which shall include the materials in the agenda back-up, testimony of all witnesses, any documentary and demonstrative evidence and visual aids presented. Each Commissioner shall weigh all the competent, material and relevant evidence presented, giving each piece of evidence the weight the Commissioner sees fit.

#### 2.7.12 Supplementing the Record

##### (a) When Prohibited

Supplementing the record after the quasi-judicial hearing is prohibited, unless specifically authorized by an affirmative vote of the Board.

##### (b) When Permitted

Supplementing the record after the quasi-judicial hearing is permitted when specifically authorized by an affirmative vote of the Board under the following conditions:

- (1) After a quasi-judicial hearing is continued but prior to final action being taken.
- (2) If a question is raised by the Board at the hearing to which an answer is not available at the hearing, the party to whom the question is directed may submit the requested information in writing to the Board after the quasi-judicial hearing, provided the hearing has been continued or another hearing has been scheduled for a future date and no final action has been taken by the Board.

- (3) The Board will specifically identify the question to which a response is required. No additional information will be accepted.
- (4) The supplemental information must be filed with Staff within a reasonable time before the continued or next scheduled hearing.
- (5) If the requested material is received from someone other than the Applicant, Staff will notify the Applicant that the supplemental information has been received. If time allows, Staff will mail a copy of the supplemental information to the Applicant.
- (6) Staff will notify those Participants to the hearing who have indicated on the record that they wish to be notified of the receipt of the supplemental information.

2.7.13 Record of Quasi-Judicial Proceeding

(a) Defined

Quasi-judicial proceedings shall be preserved by tape recording or other device. A court reporter may be provided for all quasi-judicial hearings by the Applicant. The official record of the proceeding shall be the minutes as approved by the Board and the evidence received, unless a verbatim transcript is made. If the proceeding is transcribed, the transcription shall become the official record of the proceeding. Any person may request that all or part of the transcript of the proceeding be transcribed into verbatim form. In such case, the person requesting the transcript shall be responsible for the cost of production of the transcript.

(b) Official File

All evidence admitted at the hearing shall be placed in the official file. The official file shall be kept in the custody of the appropriate Staff at all times during the pendency of the Application. The official file and the record of the proceeding will be made available to the public for inspection upon request at any time during normal business hours.

**SECTION 3      DEVELOPMENT CRITERIA**

3.1      General

3.1.1    Minimum Criteria

The following criteria shall be utilized by designers for new construction and by the District Engineer in the review of various applications for District approval. The criteria set forth herein are a minimum criteria. The Board of Commissioners or the District Engineer may require a more stringent criteria before approval of an application.

3.1.2    Other Agencies

This criteria may supplement, duplicate, or replace certain criteria of agencies of the City of Plantation, Broward County, the South Florida Water Management District, and the State of Florida. Contact those agencies for their criteria.

3.2      Level of Service

3.2.1    Primary Structures

The lowest floor elevation of a primary structure as defined by the City of Plantation shall be at or above the flood level of the 100 year storm or otherwise protected.

3.2.2    Roads

The lowest crown of road elevation, or outer edge for an inverted crown road, shall be at or above the flood level of the 10 year storm.

3.2.3    Parking Lots

The lowest parking or drive aisles surface shall be protected from surcharge during a 3 year storm.

3.3      Elevations in feet<sup>18</sup>

3.3.1    Floor Elevation = 9.0 NGVD-29 or 7.5 NAVD-88, minimum. (Homes with septic systems generally require higher floor elevations due to plumbing requirements.)

3.3.2    Road Elevation = 7.0 NGVD-29 or 5.5 NAVD-88, minimum. (Measured at the highest point of the cross section)

3.3.3    Pad Elevation = 9.0 NGVD-29 or 7.5 NAVD-88, maximum.

3.3.4    Established Natural Grade

(a)    Minimum = 6.5 NGVD-29 or 5.0 NAVD-88 for the entire District, except Tracts 1-3, 14-19, 30-32, inclusive, in Section 25, Township 49 South, Range 40 East.

(b)    Minimum = 7.0 NGVD-29 or 5.5 NAVD-88 for Tracts 2, 3, 14, 16, 18, 19, 30, 31 in Section 25, Township 49 South, Range 40 East.

(c)    Minimum = 7.5 NGVD-29 or 6.0 NAVD-88 for Tracts 1, 16, 17, 32 in Section 25, Township 49 South, Range 40 East.

(d)    Maximum = 0.5 feet below the average or nominal grade of the crown of road of an adjacent road, but not lower than 6.5 NGVD-29 or 5.0 NAVD-88.

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<sup>18</sup> Amended March 28, 2013

(e) Other

If it can be demonstrated to the satisfaction of the District Engineer that the surrounding property is consistently different than described above, then the average grade of the surrounding property may be used to determine the established natural grade or if the property in its pre-developed state contains portions that are higher than the above elevations, then the natural area may contain portions at different elevations. This is generally the case with the property in the north end of the District.

3.3.5 Design Water Elevations

- (a) Normal water elevation = 4.0 NGVD-29 or 2.5 NAVD-88.
- (b) Water Elevation for drainage connected to a canal = 4.5 NGVD-29 or 3.0 NAVD-88.
- (c) Water Elevation for drainage connected to a stormwater storage area = the elevation reached by the volume of the stormwater, but not less than 4.5 NGVD-29 or 3.0 NAVD-88.

3.3.6 Stormwater Quality Treatment Elevations

- (a) Maximum Elevation for Wet Detention = 4.50 NGVD-29 or 3.0 NAVD-88.
- (b) Maximum Elevation for Pretreatment = 5.75 NGVD-29 or 4.25 NAVD-88.
- (c) Maximum Elevation for Dry Detention = 6.50 NGVD-29 or 5.0 NAVD-88.

3.3.7 Swales

(a) Roadside Swales

- (1) 118<sup>th</sup> Avenue = 5.25 NGVD-29 or 3.75 NAVD-88, unless specifically designed otherwise and approved by the District Engineer.
- (2) NW 124<sup>th</sup> Avenue = 5.25 NGVD-29 or 3.75 NAVD-88, unless specifically designed otherwise and approved by the District Engineer.
- (3) NW 112<sup>th</sup> Avenue.  
This road is a District perimeter dike road and is at a high elevation. Therefore, the roadside swale is not generally available for local drainage. The swale grade varies to meet the surrounding conditions.
- (4) All other Streets = 1.5 feet below the design crown of road elevation, but not lower than 5.5 NGVD-29 or 4.0 NAVD-88.

(b) Collector Swales

- (1) Minimum = 5.25 NGVD-29 or 3.75 NAVD-88, unless surrounding developed property is significantly low, in which case the District Engineer may require lower swale grade.
- (2) Normal = 5.5 NGVD-29 or 4.0 NAVD-88, or equal to the nearest roadside swale.
- (3) Maximum = 0.5 feet below the natural area elevation of the lowest property served by the swale.

(c) Minor Swales

- (1) Minimum = the elevation of the adjoining roadside or collector swale.
- (2) Maximum = 0.5 feet below the lowest adjacent property.

3.3.8 Dry Detention Area = 5.25 NGVD-29 or 3.75 NAVD-88, minimum.

3.3.9 Perimeter Dike of the District

- (a) Paved or concrete surface = The higher of 9.0 NGVD-29 or 7.5 NAVD-88 or the 100 Year Storm Elevation of the adjacent drainage basin.
- (b) Earthen surface = The higher of 11.0 NGVD-29 or 9.5 NAVD-88 or 2 feet above the 100 Year Storm Elevation of the adjacent drainage basin.

### 3.3.10 Conversions between NGVD-29 and NAVD-88 Datums<sup>19</sup>

- (a) The threshold elevations in this section reflect a numerical difference of 1.5 feet, with NAVD-88 being 1.5 feet numerically lower than NGVD-29. The actual numerical difference for the same grade will be as determined by measuring the grade using benchmarks established in both datums or by converting from one datum to the other using an algorithm as used by the Army Corp of Engineers Corpscon Program Version 6.01, or later. The actual range of difference in the District is from 1.56 feet to the North to 1.58 feet to the South. As an example, if the difference is 1.57 feet, an elevation of 9.00 feet NGVD-29 would be 7.43 feet NAVD-88.
- (b) Adjusting the threshold elevations by 1.5 feet when NAVD-88 criteria is applied results in a slight increase in actual threshold elevations. This could result in an existing improvement meeting the thresholds elevation criteria when measured in NGVD-29 but not meeting the criteria when measured in NAVD-88. To avoid this occurrence when applied to existing improvements, all NAVD-88 threshold elevations carry a tolerance equal to the difference between the actual difference in datums and 1.5 feet. As an example, if the actual difference in datums is 1.57 feet, the tolerance is 0.07 feet. A measured elevation of 7.43 feet NAVD-88 would therefore meet the minimum threshold criteria of 7.5 feet NAVD-88, at that location.
- (c) Improvements constructed after adoption of this code revision shall meet the criteria as stated in NAVD-88, regardless of the datum used in the plans or surveys.

## 3.4 Easements and Rights-of-Ways<sup>20</sup>

### 3.4.1 Dimensional Requirements

- (a) Swales

A 20 feet wide drainage easement is required centered on all lot lines (10 feet on each lot) that do not abut a road right-of-way for all lots, unless the lot is part of a subdivision or development that has an approved drainage plan with specific easement locations that do not include all lot lines.
- (b) Canals

A 20 feet wide canal easement or right-of-way is required adjacent to all quarter-quarter lines in Sections 25-49-40, 36-49-40, and 1-50-40 for canals (Except in the NE 1/4 of Sec. 36-49-40, where the C-4-A North canal will run one tract west of the quarter-quarter line).
- (c) Canal Maintenance

A 10 feet wide drainage and canal maintenance easement is required adjacent to both sides of all canal easements or rights-of-way.
- (d) Culverts

Drainage easements are required for culverts on private property as follows:

  - (1) 15 feet wide (7.5 feet on both sides of the culvert.) for culverts installed.
  - (2) 20 feet wide (10 feet on both sides of the culvert) for future culverts.
  - (3) 40 feet wide for culverts within a canal corridor.

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<sup>19</sup> Added March 28, 2013

<sup>20</sup> Revised August 28, 2006

(e) Lakes, Ponds, and Detention Areas

Drainage easements are required for all ponds in Plantation Acres South and all lakes and detention area that are an integral part of a drainage system as follows:

- (1) Lakes - Over the lake to 20 feet outside the normal water elevation.
- (2) Ponds - Over the pond to 5 feet outside the normal water elevation.
- (3) Detention Areas - Over the detention area to top of bank.

(f) Miscellaneous

Easements are required at locations that are presently being utilized as a drainage facility or at locations determined by the District to contain a future facility needed to alleviate an existing drainage problem.

3.4.2 Canal Right-of-Way Exception

A canal easement may be dedicated in lieu of a canal right-of-way only if:

- (a) the area or the dimensions of the property affected by the right-of-way dedication would be reduced to an amount that is below minimum criteria for the City's zoning criteria; or
- (b) there is an existing structure on the affected property that would violate City setback criteria by the dedication of rights-of-way; or
- (c) the acquisition of rights-of-way will cause legal delays and time is of the essence; and
- (d) the Board approves an easement as an alternate to rights-of-way on the affected property.

3.4.3 Encroachments

Certain above ground encroachments may exist within certain drainage easements. If an encroachment exists that is minor and does not interfere with District facilities, as determined by the District Engineer, then an encroachment agreement may be issued. An encroachment agreement is an acknowledgment by the District that the Owner has constructed an improvement such as a slab, driveway, air conditioning unit, etc. in the drainage easement. The improvement is allowed to remain within the easement providing it does not interfere with the flowage of drainage, the future installation of District facilities or the proper maintenance of District facilities. The District is not responsible for replacement or relocation of any improvement within the easement that are removed, damaged, or destroyed during the course of maintenance, repair, or construction of drainage facilities. Encroachments are not permitted within eight feet of the property line in those areas designated as Primary Drainage Easements within Plantation Acres South.

3.4.4 Dedication

The required easement or right-of-way shall be dedicated prior to the District operating or maintaining the relative drainage facility. If a permit is being requested, the required easement or right-of-way shall be dedicated as described in [5.2.3](#).

3.4.5 Primary Drainage Easements within Plantation Acres South.

Easements within Plantation Acres South designated as Primary Drainage Easements, shall remain clear of all obstructions, temporary or permanent, including landscaping, for a width of 16 feet, eight feet on both sides of the property line. The dimensional criteria for these easements follow the criteria in [3.4.1](#). A table of the lots that have a Primary Drainage Easement and a sketch showing the location is found in [Figure 2](#).

**TABLE OF LOTS AND  
PROPERTY LINES WITH  
PRIMARY DRAINAGE  
EASEMENTS IN  
PLANTATION ACRES SOUTH**

LOT	Property Line	LOT	Property Line
34	North	130	East, North
35	South, West	131	East, South
36-42	West	132	East, North
44-46	South	133-134	North
47	South, West	135	North, East
48	South, East	136	West
49	South	137	West, SW Corner
50	South, West	138	West, North
51	South, East	139	West, South
52-54	South	140	West, North
55	South, West	141	North, East
56	South, East	142	East, South
57-63	South	143	East, North
64-66	North	144-146	East
67	North, East	147	East, SE Corner
68	North, West	148	South, West
69-70	North	149	South
71	North, East	151	West, South
72	East	152	West, North
73	East, South	153	West
74	East, North	154	East, North
75	East	155	East, South
76	West	156	North
77	West, North	157	North, West, South
78	West, South	158	East, South, West
79	West	159	South, East
80	West, North	161	South
81	East, North	162	South, Southwest
82	East	163	Northeast
83	East, South	164	North, East
84	East, North	165	North, West
85	East	166-168	North
86	West	169	South
87	West, North	170	East, North
88	West, South	171	Northeast, East
89	West	172	West
90	West, North	173	Southwest, West, North
91	North, East	174	North, East
92	North, West	176	East
93-94	North	177	West, North, NE Corner
95	North, East	178	Southwest, Northwest
96	North, East, West	179	Northwest, Northeast
97	North, West	180	Southwest, West, North
98	North	181	West, South
99	East	183	Southeast
100	East, South	184	South, West
101	East, North	185	SW Corner
102-104	East	186	South, West
105	East, South	187	South, East
106	North, NE Corner	188	South, SW Corner
108-112	West		
113	West, North		
114	South, West		
115	South, East		
116-117	South		
119	East		
120	East, South		
121	East, North		
122	East, South		
123	South, West		
124-127	West		
128	East		
129	East, South		

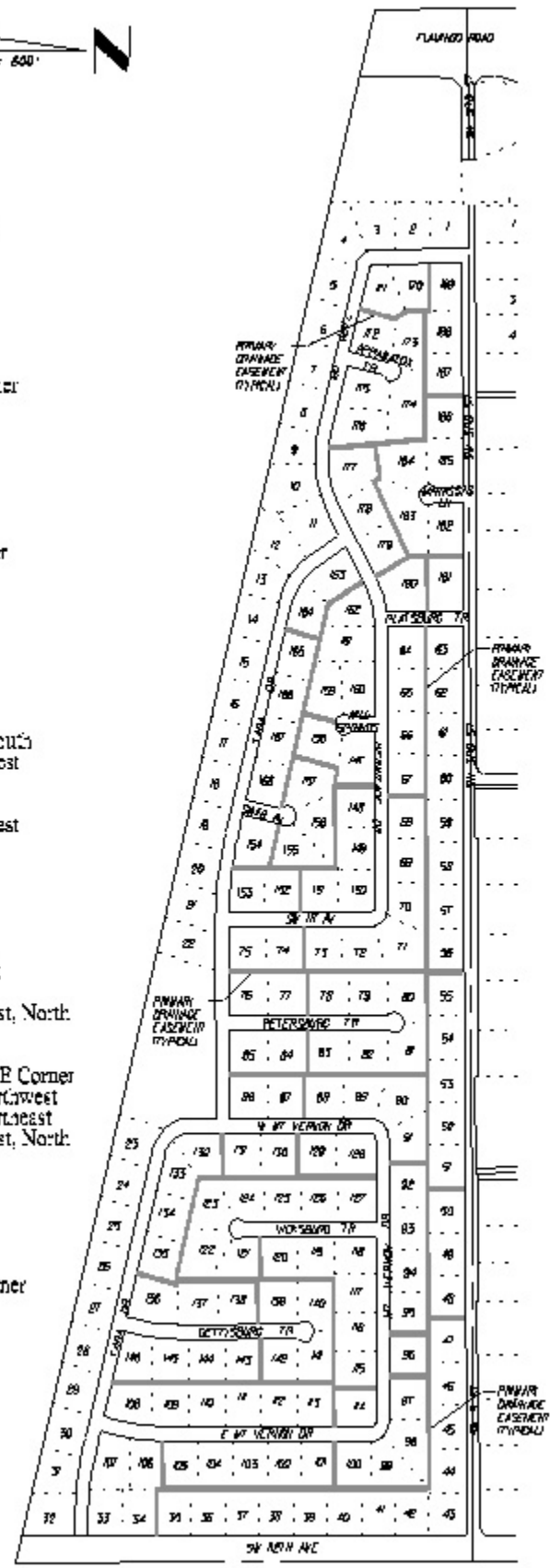
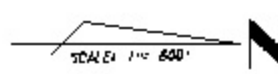


Figure 2 - Primary Drainage Easement Location Sketch for Plantation Acres South



### 3.5 Grading and Drainage Requirements

#### 3.5.1 Single Lot

- (a) Single lots shall be graded to shed runoff to perimeter swales or inlets.
- (b) Swales shall be constructed between lots.
- (c) Provisions shall be made to ensure that roof runoff does not create erosion.
- (d) The lot grading shall match the adjacent developed lots as much as possible to minimize the impact of drainage from one lot to another.
- (e) The perimeter swales or inlets shall be connected to a drainage facility of the District, via swales, culverts, and other appropriate means, designed and constructed in accordance with the requirements of the District, and approved by the District Engineer.

#### 3.5.2 Developments

- (a) All developments shall have positive drainage designed and constructed in accordance with the requirements of the District, and approved by the District Engineer and the Board.
- (b) The positive drainage system shall extend to the perimeter and may be sized for existing or future flows from offsite development, when directed by the District Engineer.
- (c) Refer to [3.5.1](#) for drainage for single lots within a development.

#### 3.5.3 Roadways

- (a) Roadway shall have a positive drainage designed and constructed in accordance with the requirements of the District, and approved by the District Engineer and the Board.
- (b) Roadways serving rural lots meeting the storage criteria of [3.7.2](#) shall be constructed with crown of road and swale profile at a fixed grade not to exceed the elevations defined in [3.3](#).
- (c) Roadways that do not accept runoff from adjacent property or accepts runoff from property designed to comply with the requirements of [3.7.1](#) may be designed with a profile gradient no less than 0.3%.
- (d) Inlets shall be spaced to drain a maximum of 330 feet of roadside swale.

### 3.6 Stormwater Quality Requirements

#### 3.6.1 Pretreatment

- (a) All commercial development shall provide one-half inch of pretreatment computed as defined by the SFWMD.
- (b) All pretreatment detention areas shall be separated from the District's waterways with a control structure.

#### 3.6.2 Initial Runoff Treatment

- (a) The initial runoff volume to be treated shall be as computed by the SFWMD.
- (b) The District provides stormwater quality treatment for the first inch of runoff for residential areas. Any stormwater quality storage in excess of the first inch in residential areas shall be provided on-site without the use of a control structure.
- (c) All stormwater quality treatment, including the first inch, for commercial development shall be provided on-site. Control structures are required for pretreatment and are optional for other stormwater quality treatment. The maximum control elevation shall not exceed the elevations defined in [3.3.6](#).

#### 3.6.3 Detention Area

- (a) All stormwater quality facilities shall be detention facilities, connected to a District Canal, designed to release the stored stormwater per the criteria of the SFWMD.

- (b) The maximum side slope for a detention area is 3 feet horizontal to 1 foot vertical (3:1) in non-residential developments and 4 feet horizontal to 1 foot vertical (4:1) in residential developments.

3.6.4 Retention Area

Retention is not permitted.

3.6.5 Exfiltration System<sup>21</sup>

Exfiltration systems used for water quality treatment shall meet the criteria of the SFWMD.

3.7 Stormwater Storage Requirements<sup>22</sup>

3.7.1 Total Storage for New Construction

To meet the flood storage requirements of the District, property shall provide sub-surface and surface storage potential as follows:

- (a) Total storage at or below elevation 7.0, including subsurface storage = 0.76 acre-feet.
- (b) Total storage at or below elevation 8.0, including subsurface storage = 1.28 acre-feet.
- (c) Total storage at or below elevation 9.0, including subsurface storage = 2.01 acre-feet.

3.7.2 Alternative Storage Criteria for New Construction

A parcel shall be considered to have met the total storage requirement if it has the following percentage of the lot at or below natural grade:

- (a) For a parcel under 3/4 acre = 30%.
- (b) For a parcel in Plantation Acres South = 30%.
- (c) For all other parcels = 50%.

3.7.3 Alternative Storage Criteria for an Addition on a Previously Developed Parcel

- (a) A parcel originally developed after 1986 shall be considered to have met the total storage requirement if the percentage of the lot at or below natural grade equals the lesser of the percentage originally approved or the percentage described in [3.7.2](#).
- (b) A parcel originally developed prior to 1986 shall comply with the criteria used in its development. In the absence of a record of the criteria used, the District Engineer will determine the criteria for the Addition.
- (c) Any parcel being re-developed or modified with an improvement value exceeding 50% of the approximate value of the existing improvements shall comply with [3.7.2](#).
- (d) Any parcel being improved that currently meets the criteria in [3.7.2](#), shall continue to meet that criteria.

3.7.4 General Conditions

- (a) Soil storage above an elevation of 4.0 shall be computed per the criteria of the SFWMD, and is not considered to be available under impervious surfaces.
- (b) Impervious surfaces are allowed in the natural area, but will be subject to flooding.
- (c) If the District Engineer determines that it is not possible for a parcel to meet the storage criteria due to existing conditions or other factors, then the District Engineer shall raise the elevation used as natural grade, reduce the percentage to remain at existing grade, or both.
- (d) The storage and exfiltrated volume in Exfiltration Systems may be added to the total storage available

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<sup>21</sup> Amended March 28, 2013

<sup>22</sup> Amended March 28, 2013

to meet the District's storage requirements provided the Exfiltration System is below an impervious surface. The associated culverts in an Exfiltration System under a pervious area may be considered to be a sub-surface storage vault.

- (e) Sub-surface storage vaults may be used to supplement surface storage, providing they are connected to a District facility and have been approved by the District Engineer. Sub-surface storage vaults under pervious areas shall deduct the volume attributed to soil storage for the overlying pervious area.

### 3.8 Discharge Rate

The discharge rate for developments within the District is controlled by gravity and the water elevation of the receiving canal. No other control structure is permitted for limiting discharge rate.

### 3.9 Culverts<sup>23</sup>

#### 3.9.1 Minimum Diameters<sup>24</sup>

- (a) Swale Culverts, including public and private swale connections to a canal:
  - (1) Along 124th Avenue: 15 inch diameter.
  - (2) Along 118th Avenue: 18 inch diameter.
  - (3) All others: 12 inch diameter.
- (b) Storm sewer collection systems:
  - (1) General: Minimum diameter designed to ensure that the system is not surcharged in 3 year storm, but not less than 15 inch diameter.
  - (2) Connection to District Canal: Minimum diameter designed to ensure that the discharge velocity does not exceed 3 feet per second, but not less than 24 inch diameter.
- (c) District Canal Culverts: 48 inch diameter.
- (d) Reduction of Minimum to avoid a Conflict: A smaller diameter round culvert or elliptical culvert may be used to avoid a conflict with existing utilities upon approval by the District Engineer, provided that round Swale Culverts are not less than 12 inch diameter and all other round culverts are not less than 15 inch diameter.

#### 3.9.2 Material

- (a) Driveway Culverts - Corrugated metal or reinforced concrete.
- (b) Street Swale Culverts - Corrugated metal or reinforced concrete.
- (c) Culverts carrying canal flow - Reinforced concrete.
- (d) All others - Material approved by the Florida Department of Transportation.

#### 3.9.3 Access Spacing

The approximate maximum pipe lengths recommended without access structures shall be 165 feet for 15" diameter culverts and 330 feet for all others.

#### 3.9.4 End Treatment

- (a) Driveway Culvert - Culverts shall be terminated with a sloped concrete apron as shown in [3.19.7](#).
- (b) Street Swale Culvert - Culverts shall be terminated with a sloped concrete apron as shown in [3.19.7](#).

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<sup>23</sup> Paragraph revised January 13, 2005

<sup>24</sup> Amended March 28, 2013

- (c) Culverts entering a waterway - Culverts shall be terminated with concrete endwall as detailed by the Florida Department of Transportation, with a top elevation no lower than 6.0 feet, or with a Rip-Rap endwall as shown in [3.19.6](#).
- (d) Private Culverts entering District Canals - Private culverts approved to discharge to a District Canal shall have an end treatment as approved by the District Engineer. Culverts projecting into the canal with no end treatment are not permitted.

### 3.10 Catch Basins

#### 3.10.1 General

Catch basins shall be precast concrete, or other material approved by the District Engineer, with commercially available inlet grates with sufficient open cross sectional area to allow passage of the runoff without passing significant debris.

#### 3.10.2 Roadside Inlets<sup>25</sup>

Catch basins in roadside swales shall have an asphalt or concrete apron.

#### 3.10.3 Pollution Retardant Baffles

Pollution retardant baffles shall be installed in a structure prior to discharging to a District waterway in systems that drain paved parking areas. Drainage systems that drain rural developments do not utilize baffles.

### 3.11 Swales<sup>26</sup>

#### 3.11.1 General

Swales are the primary method of conveyance of stormwater to the canals or inlets within the District. Swales may remain wet during the entire wet season and have standing water during periods of rainfall. The standing water is expected to diminish within three days, unless the bottom of the swale is within one foot of the water table. Swales with a bottom elevation within one foot of the water table can be expected to remain wet until the water table is lowered.

#### 3.11.2 Roadside Swales

##### (a) 112<sup>th</sup> Avenue (Old Hiatus Road)

112<sup>th</sup> Avenue is not intended to have a conveyance swale for any stormwater other than from adjacent property. Property adjacent to 112<sup>th</sup> Avenue shall incorporate a swale as required to route stormwater to the nearest collection point.

##### (b) 118<sup>th</sup> Avenue

The swales within 118<sup>th</sup> Avenue are part of the District's secondary drainage system. They are generally wider and deeper than all other swales within the District. Sections have water in them for prolonged periods throughout the year, especially those segments next to a canal. The bottom elevation of the swale shall be approximately 3 inches lower, or more, than the side yard and connecting street swales.

##### (c) 124<sup>th</sup> Avenue (Old Flamingo Road)

124<sup>th</sup> Avenue has a swale on only the eastern side. This swale is part of the District's secondary drainage system. The swale is similar to a neighborhood swale in size and depth.

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<sup>25</sup> Amended March 28, 2013

<sup>26</sup> Section Added March 28, 2013

(d) Broward Boulevard

The swales within Broward Boulevard are unique to Broward Boulevard.

(e) Sunrise Boulevard

Sunrise Boulevard does not have swales.

(f) All Other Roads

Swales for all other roads are generally 1.5 feet below the design crown of road, but not lower than elevation 5.5 feet NGVD-29. The bottom of the swale is intended to be 10.5 feet from the edge of pavement. These swales are not intended to have a longitudinal slope.

3.11.3 Collector Swales

Collector swales run on private property and drain more than the adjacent properties. They are designed to be relatively wide to account for obstructions over time. Although collector swales are generally designed to be centered on a common property line, the actual thread of the swale may favor one side over the other or meander from one side of the property or the other. Collector swales are part of the neighborhood drainage system. These swales shall be kept clear by the adjacent property owners, but are also subject to maintenance by the District.

3.11.4 Minor Swales

Minor swales run on private property and drain only the adjacent properties. They are considered to be a private facility and are not part of the neighborhood drainage system. These swales shall be kept clear by the adjacent property owners.

3.11.5 Minimum Swale Length

Swales shall not be less than 20 feet in length. Improvements that cross a swale shall be designed to leave no less than 20 feet of swale to the next crossing. If unavoidable, a culvert shall be extended from one crossing to the next. This rule does not apply if there is an interconnecting swale within the segment that is less than 20 feet.

3.11.6 Swale Crossings

Crossings over swales such as roadway, driveways, walkways are permissible provided they do not result in a flow rate below the minimum allowable. The minimum flow rate shall be based on the minimum driveway culvert per [3.9.1\(a\)](#). The size and location of the crossing may be affected by [3.11.5](#).

3.11.7 Swale Obstructions

Permanent above ground features that obstruct the flow of drainage within a swale are not permitted. Living features that become obstructions, such as trees or roots, are subject to modification, such as trimming, or removal.

3.12 Utility Crossings Over District Canals

3.12.1 General

Utility crossings are constructed and maintained at the risk of the entity responsible for the utility. The District assumes no responsibility for any and all damage to utilities within the District's easements or rights-of-way.

3.12.2 Overhead

Overhead power and telephone line crossings shall have a minimum vertical clearance of 40 feet between low wire elevation and the elevation of the top of bank, berm, or natural elevation, whichever is higher. No poles are allowed within the District's easements or rights-of-way.

3.12.3 Subaqueous

All subaqueous crossings shall be laid to a predetermined depth that provides a minimum of 36 inches of cover to the ultimate design canal bottom. Subaqueous crossings for sanitary sewer pressure mains are not permitted.

3.12.4 Aerial

Pile supported aerial crossings shall have a minimum vertical clearance of five feet above the maintained water elevation. No piles shall be placed in or near the center of the canal. No crossings are permitted within 25 feet of the end of existing or proposed culverts.

3.13 Fences

3.13.1 Fences in District Canal Rights-of-Way or Canal Easements

Fences in District canal rights-of-way or canal easements that prohibit continuous access are not permitted.

3.13.2 Fences in District Canal Maintenance Easements<sup>27</sup>

Fences in canal maintenance easements are not permitted unless approved by the Board.

3.13.3 Fences in Other Easements

Fences are permitted in other easements provided they do not interfere with the flowage of drainage or the proper maintenance of District facilities.

3.13.4 Walls as Fences<sup>28</sup>

Walls in easements are not permitted.

3.13.5 Fence Columns and Easements<sup>29</sup>

Columns of concrete, masonry, brick or similar material used as decorative fence supports are permitted in drainage easements provided they do not exceed eighteen inches (18") in width or diameter and do not interfere with the flowage of drainage or the proper maintenance of District Facilities.

3.13.6 Responsibility

The District is not responsible for replacement or relocation of any fences within District easements that are removed, damaged, or destroyed during the course of maintenance, repair, or construction of drainage facilities.

3.14 Trees and Landscaping within District Property or Easements<sup>30</sup>

3.14.1 Trees and Landscaping in Canal Rights-of-Way, Canal Easements, and Canal Maintenance Easements

(a) Trees are not permitted.

(b) Sod and ground covering is permitted provided that they do not interfere with drainage, access, or maintenance.

3.14.2 Trees and Landscaping in Other Easements

Trees and landscaping may be permitted in other easements provided they do not interfere with the flowage of drainage or the proper maintenance of District facilities as determined by the District Engineer. Trees and landscaping that become an obstruction through natural growth or lack of maintenance are subject to removal

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<sup>27</sup>Added March 28, 2013

<sup>28</sup>Amended March 28, 2013

<sup>29</sup> Paragraph added October 20, 2008

<sup>30</sup>Amended March 28, 2013

or modification.

3.14.3 Responsibility

The District is not responsible for replacement or relocation of any trees or landscaping removed, damaged, or destroyed during the course of maintenance, repair, or construction of drainage facilities.

3.15 Irrigation Facilities

3.15.1 Supply

The District canals are a source of irrigation water. Irrigation supply lines are permitted within the District rights-of-way and easements provided they are installed with a minimum of 24 inch cover and enter the canal 0.5 feet below maintained water level.

3.15.2 Pumps and Sprinkler Heads

Pumps and sprinkler heads are not permitted within District rights-of-way or canal easements.

3.15.3 Responsibility

The District is not responsible for replacement or relocation of any irrigation facilities removed, damaged, or destroyed during the course of maintenance, repair, or construction of drainage facilities.

3.16 District Perimeter Dike/Berm

3.16.1 Surrounds District

District shall be surrounded by a dike and/or berm to prevent cross flowage of stormwater to and from adjacent Districts.

3.16.2 Paved roadways

Paved roadways may serve as a dike providing that the elevation of the crown of the roadway does not fall below the elevation defined in [3.3.9\(a\)](#) and that there are no underground pipe systems connecting the District side of the roadway with the other side.

3.16.3 Earthen Berm

An earthen berm may serve as a dike providing that the elevation of the crown of the berm does not fall below the elevation defined in [3.3.9\(b\)](#) and that the berm is constructed with a minimum side slope of 3 feet horizontal to 1 foot vertical (3:1) the proper slopes and landscaping to ensure that the berm can be adequately maintained as a permanent facility.

3.17 Excavations

3.17.1 Canals

Canals shall be constructed per the adopted typical cross section.

3.17.2 Lakes and ponds

- (a) Lakes and pond shall be constructed to a minimum depth no higher than elevation -6.0 feet, depth measured at the toe of the side slopes.
- (b) Lakes and pond shall be constructed to a maximum depth no lower than elevation -16.0 feet.
- (c) Side slopes shall be four feet horizontal to one foot vertical (4:1) from elevation 2.0 to elevation 6.0, or existing ground, whichever is lower.
- (d) Side slopes below elevation 2.0 feet shall be at the natural angle of repose.

3.17.3 Blasting

Blasting is not permitted within the District. All excavations shall be by free digging.

3.17.4 Dewatering

Excavations may be dewatered only if the pumpage can be totally retained on the property or on adjacent property with that property owner's approval. The water from a dewatering operation shall not enter the District's Canal system.

3.18 Wetland Mitigation Areas

3.18.1 General

Wetland mitigation areas may be required by other governmental agencies as part of development. Prior to planning the wetland mitigation area, contact the District for coordination with drainage facilities and operation.

3.18.2 Maintenance Responsibility

The maintenance responsibility lies with the owner of the wetland mitigation area or the owner's legal designee. The District has no responsibility for the maintenance, nor for the survival of the mitigation area eco-system.

3.18.3 Conflict with Drainage Operation

The District relies on a continuous pumping schedule for proper drainage. Pumping is an unnatural method of removing storm water and may adversely affect an eco-system in a wetland mitigation area that relies on seasonal hydro-periods. The pumping schedule will not be altered to accommodate the operation of a wetland mitigation area and must be considered when designing the mitigation area.

3.18.4 Used for Stormwater Storage

A wetland mitigation area may be considered in the storage calculations when meeting the criteria in [3.7](#).

3.19 Standard Details

The details shown herein are subject to revision. Contact the District Engineer for latest and additional details. The details shown are not to scale.



3.19.1 Typical Section for 50' Right-of-Way

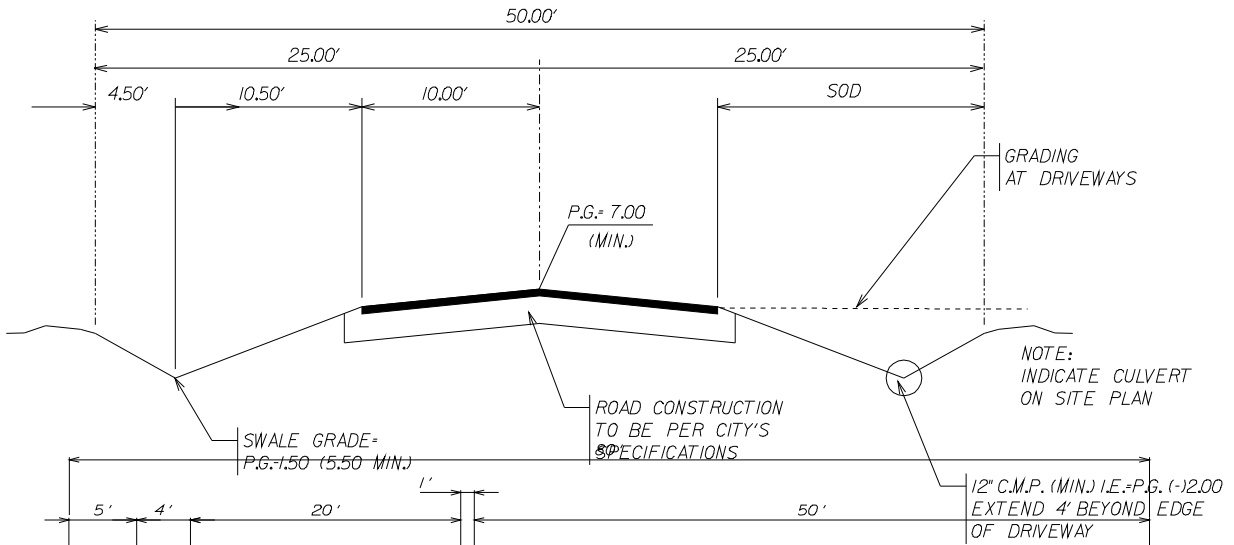


Figure 3 - Typical Section for 50' Right-of-Way

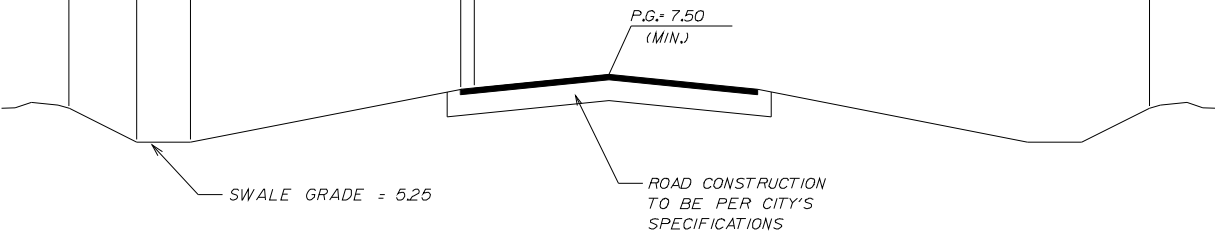
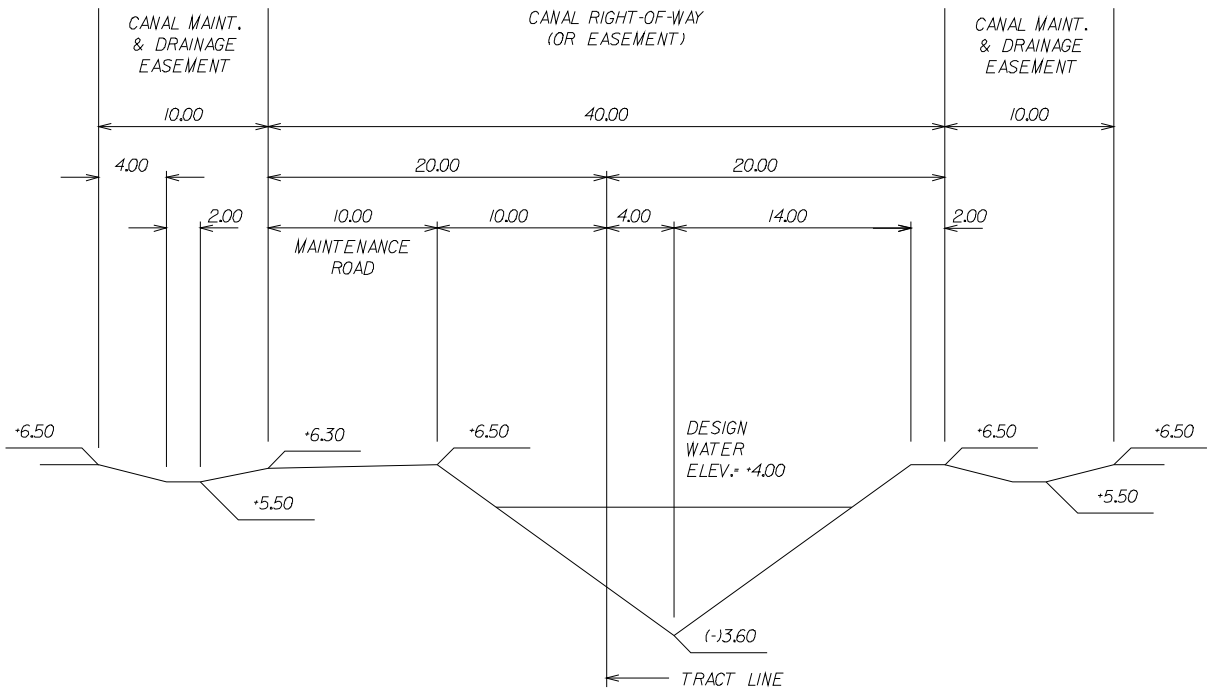


Figure 4 - Typical Section for 118<sup>th</sup> Avenue

3.19.2 Typical Section for 118<sup>th</sup> Avenue

### 3.19.3 Typical Canal Section

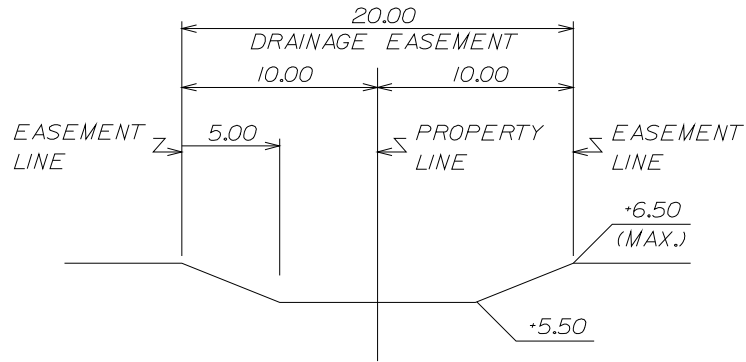


**NOTES:**

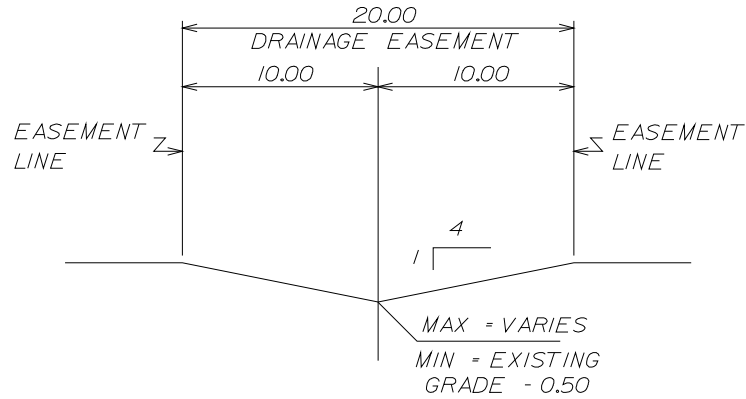
1. No trees or fences allowed in easement or right-of-way.
2. Top 12" of maintenance road shall be stabilized to an LBR of 40.
3. Sod above elevation 4.00.

**Figure 5 - Typical Canal Section**

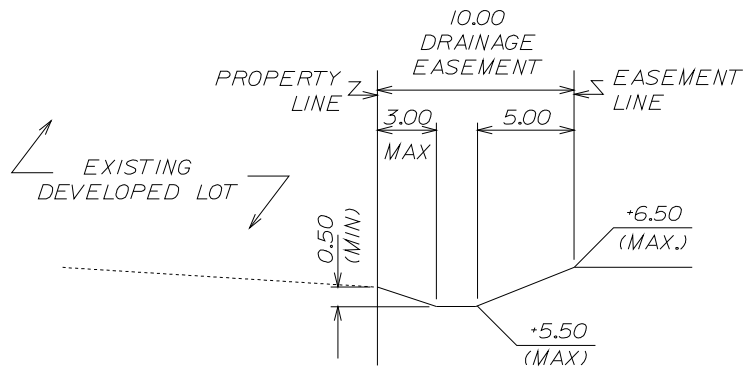
3.19.4 Typical Swale Sections



**Figure 6 - Typical Collector Swale Section**

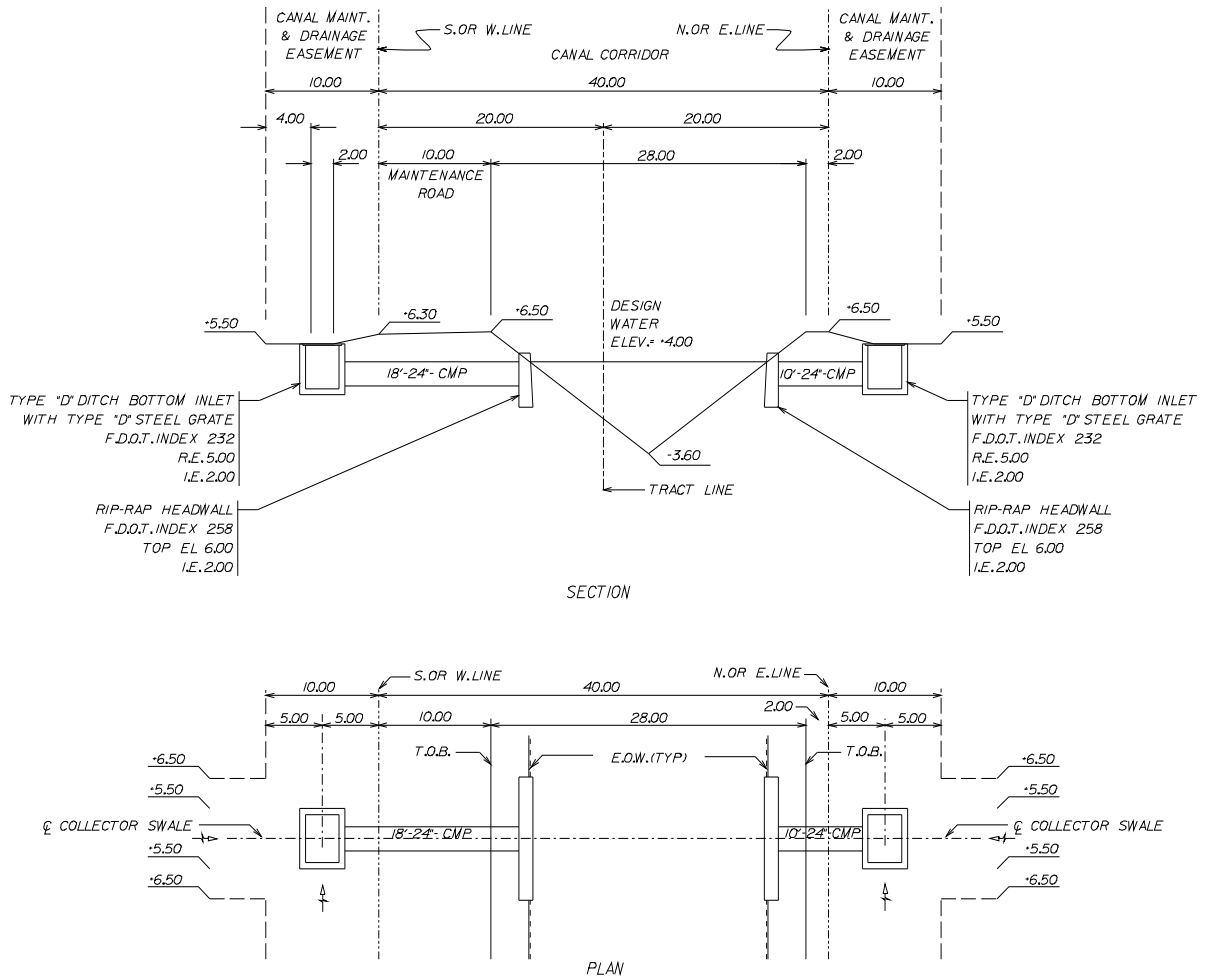


**Figure 7 - Typical Minor Swale Section**



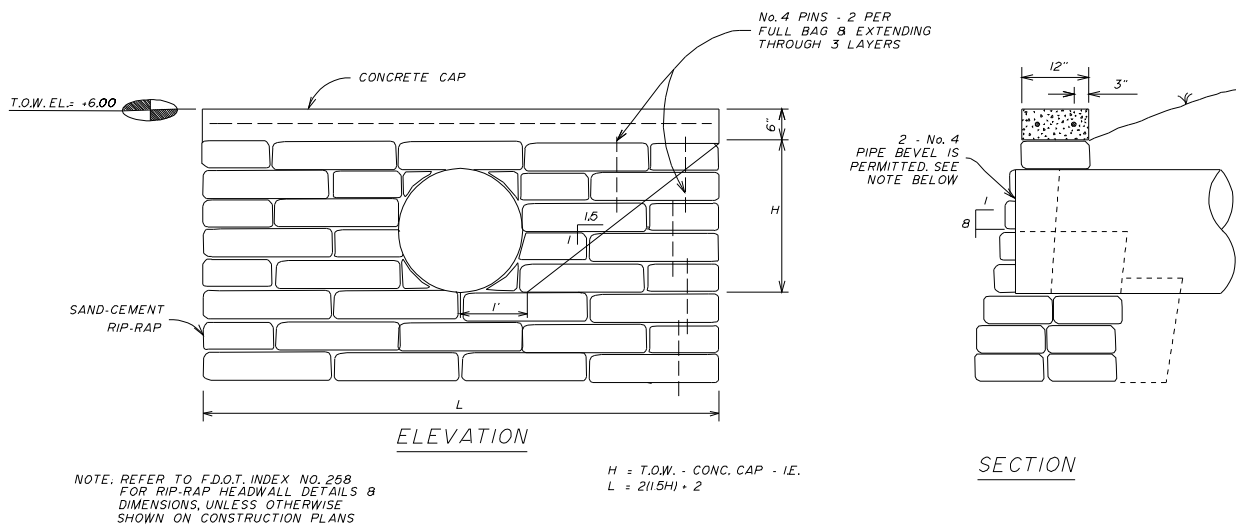
**Figure 8 - Typical Modified Swale Section**

### 3.19.5 Typical Detail for Swale to Canal Connection



**Figure 9 - Typical Detail for Swale to Canal Connection**

### 3.19.6 Typical Detail for Rip-Rap Endwall



**Figure 10 - Typical Detail for Rip-Rap Endwall**

3.19.7 Typical Detail for Driveway Culvert End-Flare<sup>31</sup>

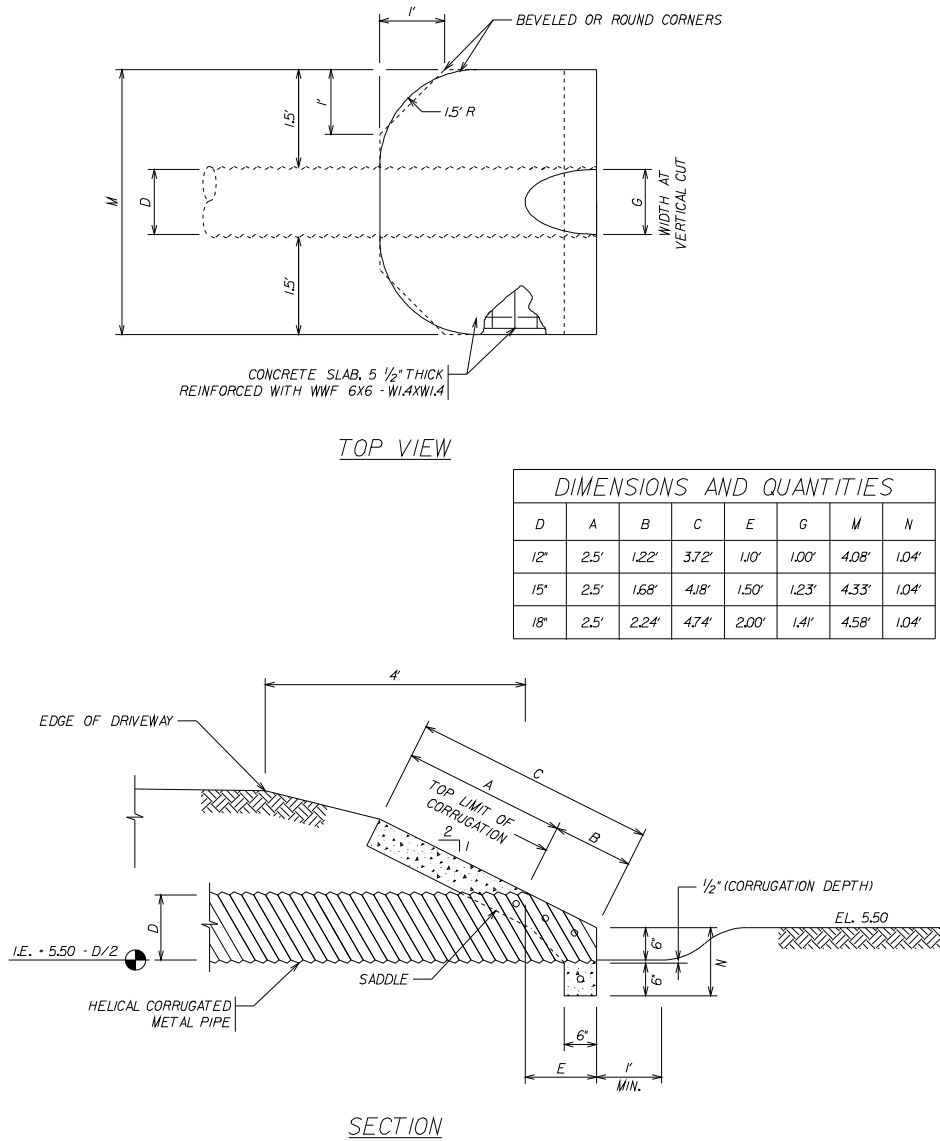
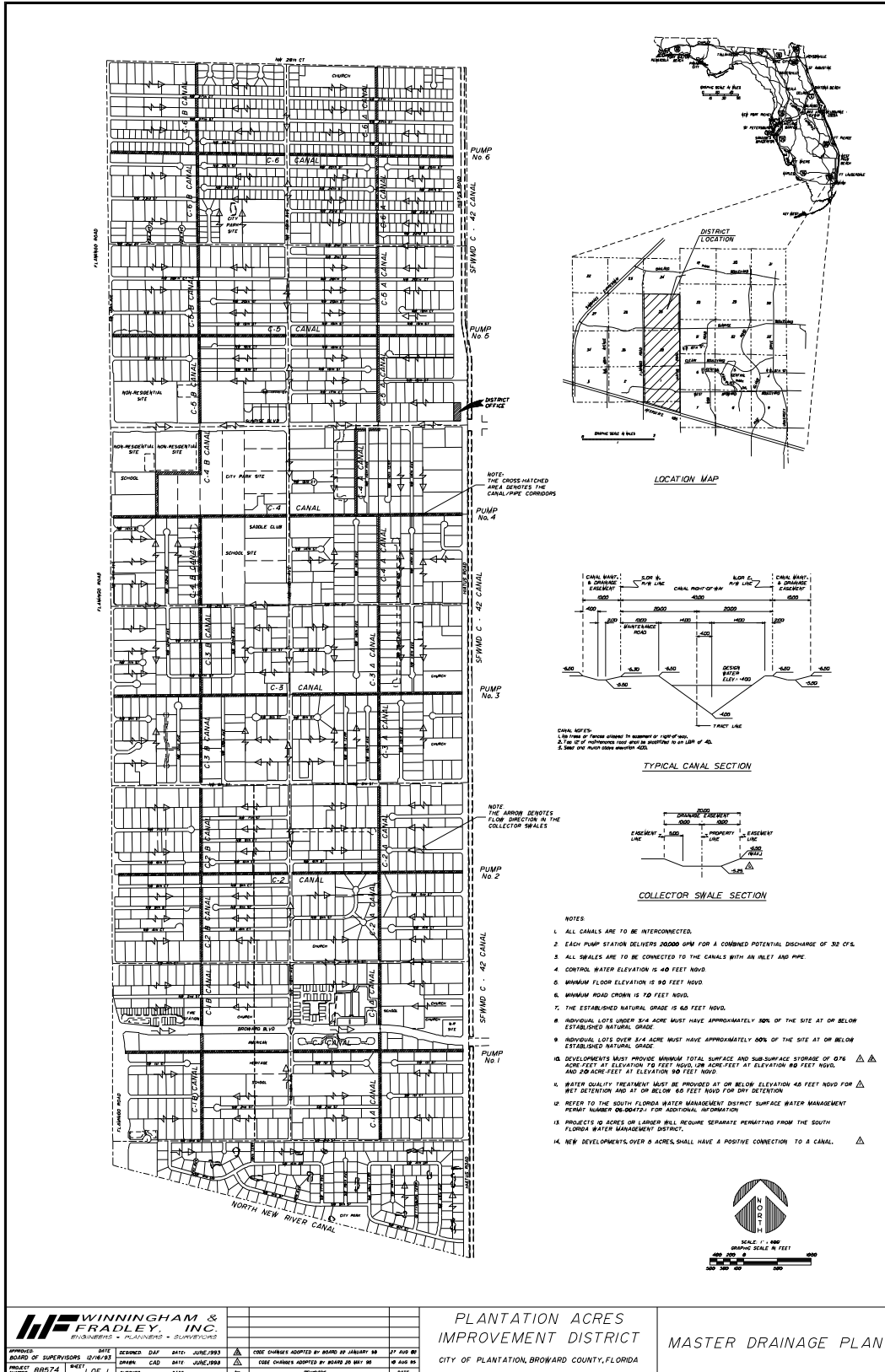


Figure 11 - Typical Detail for Driveway Culvert End-Flare

<sup>31</sup> Detail Added January 13, 2005

### 3.19.8 Master Drainage Plan

This plan is reduced and is for general reference only. For a full size latest copy contact the District Engineer.



### 3.20 Variances<sup>32</sup>

#### 3.20.1 Request

When a literal enforcement of the rules and regulations contained in this Policies and Procedures Manual will result in undue hardship, a variance may be requested and the procedures set forth below are to be strictly adhered to.

#### 3.20.2 Application

Application for a variance must be made on a form prescribed by the District, and must be accompanied by the prescribed fee at the time of submission.

#### 3.20.3 Review

An application for variance shall be reviewed by the District Engineer for completeness prior to being placed on a Board agenda.

#### 3.20.4 Grant of Variance

In order to grant a requested variance, the Board must find that:

- (a) That special circumstances exist which create a hardship and which are peculiar to the property involved and are not applicable to other property or buildings within the District.
- (b) That the special conditions and circumstances which create the hardship are a result of the natural condition of the property and do not result from the actions of an owner of the property.
- (c) That the grant of the variance will not confer upon the property any special privileges denied or not granted to other property within the District by this Policies and Procedures Manual.
- (d) That the literal interpretation of this Policies and Procedures Manual will deprive the property owner of rights commonly enjoyed by other properties within the District.
- (e) That the variance requested is the minimum variance necessary that will make possible the reasonable use of the property.
- (f) That the grant of the variance will be in harmony with the general intent and purpose of this Policies and Procedures Manual and that the variance would not be injurious or detrimental to other properties within the District.

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<sup>32</sup>Section added March 28, 2013

## **SECTION 4      REVIEW AND APPROVAL PROCEDURES**

### **4.1      General**

#### **4.1.1      Applications to District Engineer**

All applications for approval are submitted to the District Engineer. The District Engineer will review, comment, criticize, and recommend approval or denial of the application to the Board.

#### **4.1.2      Adequate Review Time Required<sup>33</sup>**

Approvals shall not be recommended until the District Engineer has had sufficient time to adequately review and comment on the application.

#### **4.1.3      District Engineer as District's Agent**

The District Engineer acts as the District's agent for:

- (a) the issuance of the District approval for building permit applications for residences and minor improvements;
- (b) the issuance of District approval for plans approved by the Board;
- (c) the issuance of the District approval for Certificates of Occupancy;
- (d) the approval for partial release of Security as described in [5.3.5](#).
- (e) the issuance of Encroachment Agreements; and
- (f) a specific duty, task, or function when directed by the Board.

#### **4.1.4      Other Approvals**

An approval issued to a project by any other governing body does not guarantee that an approval will be issued for the project by the District. In certain circumstances, an approval from another governing body may be a prerequisite of an approval by the District.

### **4.2      Deadline for Board Agenda Items<sup>34</sup>**

#### **4.2.1      Construction Plans**

To be on the Agenda for a regularly scheduled District meeting, a submittal package shall be submitted to the District Engineer's office no less than four (4) weeks prior to the District meeting.

#### **4.2.2      Plats**

To be on the Agenda for a regularly scheduled District meeting, a submittal package shall be submitted to the District Engineer's office:

- (a) no less than four (4) weeks prior to the District meeting for all plats of property five (5) acres or larger,  
or
- (b) no less than three (3) weeks prior to the District meeting for all other plats.

#### **4.2.3      All Other Items**

To be on the Agenda for a regularly scheduled District meeting for approval of other than a construction plan or plat, a submittal package shall be submitted to the District Engineer's office no less than three (3) weeks prior to the District meeting.

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<sup>33</sup> Amended March 28, 2013

<sup>34</sup> Amended March 28, 2013



#### 4.3 Submittal Package

The number of copies listed in the following paragraphs is subject to change. Check with the District Staff for the latest requirements.

##### 4.3.1 Asbuilt - Submitted to Board

After acceptance by the District Engineer pursuant to [5.7](#), the submittal package for Board approval for reduction of security shall include the following:

- (a) Nine (9) copies of the asbuilt survey.
- (b) One (1) original and nine (9) copies of the Engineer's Letter of Certification.
- (c) Favorable Inspection Report from the District Engineer (furnished by the District Engineer).
- (d) Nine (9) copies of the recorded easements, if applicable.

##### 4.3.2 Building Permit for New Home Construction<sup>35</sup>

The submittal package shall include the following:

- (a) For New Homes with an evident drainage connection to a District Facility:
  - (1) Four (4) Site Grading Plans.
  - (2) One (1) Topographic Survey. (This item is required to demonstrate that an adequate connection exists to a District Facility if the connection is not otherwise evident, e.g. a home in a new development.)
  - (3) One (1) Permit Application.
  - (4) Application fee deposit
- (b) For New Homes without a drainage connection to a District Facility:
  - (1) All of the items listed in [4.3.2\(a\)](#), above. (A topographic survey may be combined with the construction plan or may be waived by the District Engineer.)
  - (2) Four (4) Offsite Drainage Connection Plans.
  - (3) Cost estimate prepared by a Registered Engineer for the offsite work required to connect to a District Facility.
  - (4) Security Deposit for the offsite work. (This item may be submitted after the District Engineer has approved the cost estimate and prior to the approval of the building permit.)

##### 4.3.3 Building Permit for House Additions and Pools

- (a) Four (4) Site Grading Plans. The Site Grading Plan shall show the area to remain at natural grade, although depending on the age of the original permit and other circumstances, the natural grade may differ from the grade defined in [3.3.4](#).
- (b) One (1) Topographic Survey (at the discretion of the District Engineer).
- (c) One (1) Permit Application.
- (d) Application fee deposit.

##### 4.3.4 Building Permit for Other than New Homes, Additions, and Pools

- (a) Four (4) copies of the improvement plan.<sup>36</sup>
- (b) One (1) Permit Application.
- (c) Application fee.

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<sup>35</sup>Revised March 17, 2005

<sup>36</sup>Amended March 28, 2013

#### 4.3.5 Certificate of Occupancy

- (a) Four (4) copies of the final asbuilt survey.<sup>37</sup>
- (b) Engineer's Letter of Certification.
- (c) Application fee, including any outstanding balance from the permit review process.

#### 4.3.6 Construction Plan

The submittal package shall include the following:

- (a) Two (2) copies of the site improvement construction plans. After review by the District Engineer and the completion of all revisions requested by the District Engineer, nine (9) copies will be submitted for Board review.
- (b) Three (3) executed original permit applications and nine (9) copies.
- (c) Nine (9) copies of the proof of ownership, if the applicant is not the owner, also include nine (9) copies of a letter of authorization from the owner.
- (d) One (1) copy of a topographic survey. A topographic survey is not required if the topographic survey data is shown on the site improvement construction plans.
- (e) One (1) copy of a boundary survey.
- (f) One (1) copy of engineering calculations.
- (g) Application fee deposit.
- (h) Other information as is reasonably necessary for the District Engineer and Board to determine if the project meets the criteria of the District. The other information may include phasing plans, master plans, overall conceptual plans and calculations, agreements, proposed easements, etc.

#### 4.3.7 Easement Vacation

The submittal package shall include the following:

- (a) Nine (9) copies of a letter, report, or sketch clearly explaining the need for the vacation.
- (b) Nine (9) copies of the sketch of the vacation.
- (c) Application fee deposit.

#### 4.3.8 Permit Extension

The submittal package shall include the following:

- (a) Three (3) executed original permit applications and nine (9) copies.
- (b) Letter of request for an extension, describing the reason for the delay and expected time for completion.
- (c) If permit criteria has changed since the time the original permit was issued, or the plans have changed, or if significant time has passed with no significant construction activity, then nine (9) copies of the latest plans shall also be submitted. Any changes shall be described in the letter requesting the extension.<sup>38</sup>

#### 4.3.9 Plat

The submittal package shall include the following:

- (a) Nine (9) copies of the plat, signed by the Owner and Surveyor. Bring the original plat document to the meeting for signature by the Chairman.
- (b) The original and nine (9) copies of the Application Information Form.

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<sup>37</sup> Amended March 28, 2013

<sup>38</sup> Added March 28, 2013

- (c) Nine (9) copies of the executed Covenant document, if applicable.
- (d) Nine (9) copies of the executed right-of-way and/or easements for adjacent District Canals, if applicable.
- (e) Nine (9) copies of Proof of Ownership.
- (f) Nine (9) copies of a conceptual drainage plan. If construction plans are submitted with the plat, a conceptual plan is not needed. If the plat is for single family lots, less than five (5) acres, fronting an existing improved street, a conceptual plan is not needed.
- (g) Application fee deposit.

#### 4.3.10 Encroachment Agreement

The submittal package shall include the following:

- (a) One (1) copy of the survey showing the encroachment.
- (b) One (1) copy of the deed for the property.
- (c) Processing fee.

#### 4.3.11 Reservation Release

When submitting for the release of reservations, the applicant shall submit a request for the release of the canal reservations to the South Florida Water Management District. After the District Engineer has reviewed the application, determined the easement or right-of-way requirements the Applicant will be notified and the request for information and documentation will be made. Once the Applicant is aware of the requirements for the release, to be on an agenda the submittal package shall include the following:

- (a) Nine (9) copies of the site sketch.
- (b) The original and nine (9) copies of the proposed easement or right-of-way in recordable form properly executed by the applicant. (If required).
- (c) Application fee.

#### 4.3.12 Site Data Record

The submittal package shall include the following:

- (a) Nine (9) copies of the site data record signed by the Owner and Surveyor. Bring the original Site Data Record document to the meeting for signature by the Chairman.
- (b) The original and nine (9) copies of the Application Information Form..
- (c) Nine (9) copies of the executed Covenant document.
- (d) Nine (9) copies of the executed easements and/or rights-of way documents.
- (e) Application fee.

#### 4.3.13 Special Request for Board Approval

The submittal package shall include the following:

- (a) A letter to the District Engineer defining the special request.
- (b) Nine (9) copies of any exhibits to be presented for review.<sup>39</sup>
- (c) Application fee.

### 4.4 Review and Approval Process

#### 4.4.1 Asbuilt

- (a) The review and approval process is described in [5.7](#). During that process, two (2) copies of an Asbuilt

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<sup>39</sup> Added March 28, 2013

shall be submitted to the District Engineer for review and comment.

- (b) After the District Engineer has given final acceptance, the Asbuilt package described in [4.3.1](#) will be submitted to the Board together with a request for a reduction of Security as described in [5.3.5](#).

#### 4.4.2 Building Permit for a New Home<sup>40</sup>

- (a) The Submittal Package is delivered to the District Engineer for review and approval.
- (b) Plans with deficiencies will be returned to the Applicant with comments.
- (c) A field inspection may be required as part of the review to determine if the drainage for the adjacent property is adequately addressed and if the property has a adequate drainage connection to a District Canal.
- (d) If a site requires offsite work to connect to a District Facility, the cost estimate will be reviewed. Once the estimate and offsite plans are acceptable to the District Engineer., the Security shall be approved for submittal.
- (e) After the Security requirements have been satisfied and the District Engineer has approved the Building Permit, plans will be stamped “Approved”, “Approved as Noted”, or “Not Applicable” and a letter of approval will be given.
- (f) If the District Engineer denies the permit, the Applicant may request to have the permit placed on an agenda for Board approval by following the procedure for “Special Request for Board Approval”, including the fee.

#### 4.4.3 Building Permit for a House Addition or Pool

- (a) The Submittal Package is delivered to the District Engineer for review and approval.
- (b) Plans with deficiencies will be returned to the Applicant with comments.
- (c) A field inspection may be required as part of the review to determine if the drainage for the adjacent property is adequately addressed and if the property has a adequate drainage connection to a District Canal.
- (d) After the District Engineer has approved the Building Permit, plans will be stamped “Approved”, “Approved as Noted”, or “Not Applicable” and a letter of approval will be given.
- (e) If the District Engineer denies the permit, the Applicant may request to have the permit placed on an agenda for Board approval by following the procedure for “Special Request for Board Approval”, including the fee.

#### 4.4.4 Certificate of Occupancy

- (a) The Submittal Package is delivered to the District Engineer for review and approval.
- (b) A field inspection will be required as part of the review.
- (c) Deficiencies found with the survey or construction will be described in a comments letter to the Applicant.
- (d) After the District Engineer’s representative has approved the construction and the District Engineer has approved the final survey, the final survey will be stamped “Approved”. For new homes, a letter of final approval will be given.
- (e) The District’s approval for a “Certificate of Occupancy” does not guarantee that another governmental

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<sup>40</sup> Revised March 17, 2005

entity with jurisdiction will issue a "Certificate of Occupancy".<sup>41</sup>

4.4.5 Construction Plan

- (a) The Submittal Package is delivered to the District Engineer for review.
- (b) Deficiencies found with the submittal will be described in a comments letter to the Applicant.
- (c) When the submittal is complete and meets the criteria of the District, the Construction Plan shall be placed on an Agenda for Board Approval.
- (d) After Board approval, the Applicant shall fulfill all security obligations with the District for construction of the project.
- (e) If the security obligations are not satisfied within six months of the Board approval, then the Board approval expires and the Applicant shall re-apply for approval. If the security obligations are met within six months of Board approval, the Permit is issued.
- (f) The permit is valid for one year.

4.4.6 Easement Vacation

- (a) The Submittal Package is delivered to the District Engineer for review.
- (b) Deficiencies found with the submittal will be described in a comments letter to the Applicant.
- (c) When the submittal is complete and meets the criteria of the District, the request for the Easement Vacation shall be placed on an Agenda for Board Approval.
- (d) After Board approval, a Quit Claim Deed, or similar instrument, shall be prepared by the Applicant's Attorney and presented to the District's Attorney for review and approval.
- (e) After approval by the District's Attorney, the instrument shall be executed by the District in favor of the Owner and recorded by the Applicant. A copy of the recorded instrument shall be forwarded to the District Engineer.

4.4.7 Permit Extension<sup>42</sup>

- (a) The Submittal Package is delivered to the District Engineer for review.
- (b) If the extension is by letter request only, the item shall be placed on an Agenda for Board Consent Approval. If the extension is accompanied by constructions plans, the item shall be placed on an Agenda for Board Approval.
- (c) A permit will be issued only after Board approval.

4.4.8 Plat

- (a) The Submittal Package is delivered to the District Engineer for review. The plat shall include the following items specific to the District:

- (1) An approval statement for the Chairman's signature as follows:

***PLANTATION ACRES IMPROVEMENT DISTRICT***

***This plat is hereby approved subject to a plat agreement as recorded in O.R. Book \_\_\_\_ Page \_\_\_\_.***

***By \_\_\_\_\_ Date \_\_\_\_\_***  
***Chairman***

(Reference to the plat agreement will be eliminated from those plats that do not require a plat agreement.)

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<sup>41</sup> Added March 28, 2013

<sup>42</sup> Amended March 28, 2013

- (2) The location and size of easements to be dedicated to the District by plat.
- (3) Dedication language for all easements dedicated to the District by plat as follows:
  - All drainage easements are hereby dedicated to the Plantation Acres Improvement District for proper purposes.*
- (4) Information (dimensions and O.R. Book and Page) for previously dedicated District rights-of-way and easements on or adjacent to the plat. Canal rights-of-way, canal easements, and canal maintenance easements shall be dedicated prior to submittal of the plat to the District Engineer. All other easements may be shown to be dedicated by plat.
- (b) Deficiencies found with the submittal will be described in a comments letter to the Applicant.
- (c) When the submittal is complete and meets the criteria of the District, the Plat shall be placed on an Agenda for Board Approval.
- (d) After Board approval (which may be subject to the plat agreement and other conditions), the Chairman will sign the plat.
- (e) After the security requirements have been met, the plat agreement will be executed by the Chairman. The plat agreement will then be recorded by the Applicant prior to plat recordation and the O.R. Book and Page number shall be placed on the plat.
- (f) Just prior to recordation, the District Engineer will check the plat for changes from the plat submitted to the District and will verify that all conditions of the District's approval have been met.
- (g) **If any changes are made to the plat that affect the District's criteria, conditions of approval, and/or the geometry of the parcel(s) being platted, including but not limited to changes to boundary and parcel dimensions, entrances, easements, non-vehicular access lines and density, then the plat shall be re-submitted to the District for re-approval.**

#### 4.4.9 Encroachment Agreement

- (a) The Submittal Package is delivered to the District Engineer for review.
- (b) An inspection is conducted of the encroachment by a District representative.
- (c) If the encroachment is determined to have a negligible impact on the drainage within the easement then, after receiving the application fee, the District Engineer prepares the standard Encroachment Agreement for execution by the property owner and records the document.
- (d) If the encroachment is significant, or at the discretion of the District Engineer or District Attorney, the encroachment agreement may be a unique document subject to Board approval as a Special Request.

#### 4.4.10 Reservation Release

- (a) Generally, notification is given to the District by the SFWMD that a request for a reservation release has been made to the SFWMD. After receiving such a notification, a letter is sent to the Applicant outlining the process and requesting the Submittal Package.
- (b) The Submittal Package is submitted to the District Engineer for review.
- (c) The District Engineer determines if the easement and covenant requirements have been met.
- (d) If the requirements have not been met, the Applicant is notified and furnished with the appropriate standard documents for execution.
- (e) If the Applicant does not reply within 60 days, the District Engineer will place the submittal on an Agenda with the recommendation for denial.
- (f) Upon verification that the easement and covenant requirements have been met, the item is placed on the an Agenda for Board Approval.

(g) After Board action, the documents, if any, are recorded and a letter is sent to the Applicant.

4.4.11 Site Data Record

(a) The Submittal Package is delivered to the District Engineer for review.

(b) Deficiencies found with the submittal will be described in a comments letter to the Applicant.

(c) When the submittal is complete and meets the criteria of the District, the Site Data Record shall be placed on an Agenda for Board Approval.

(d) After Board approval any executed but unrecorded easement, deed, and covenant documents are recorded.

4.4.12 Special Request for Board Approval

(a) The Submittal Package is submitted to the District Engineer for review.

(b) Deficiencies found with the submittal will be described in a comments letter to the Applicant.

(c) When the submittal is complete and adequately describes the request, the Special Request shall be placed on an Agenda for Board Approval.

**SECTION 5      PERMITS**

5.1      General

5.1.1      District's Authority

The District has the power and authority to establish a code of general specifications for the obtaining of a permit and for requiring hearings in connection therewith before the Board for approval of plans and plat for any construction of work done in the District.

5.1.2      Permit Required

(a)      For Construction:

Any construction that may alter stormwater storage or conveyance, or may affect any District works, or any access to District works requires a permit from the District.

(b)      For Use or Occupation of District Facilities:

The use or occupation of District facilities, including but not limited to canals, rights-of-ways, easements, culverts, buildings, or land, requires a permit from the District.

(c)      For Operation:

The operation of a drainage facility requires a permit from the District.

5.1.3      Permits Not Granted

No permit will be granted:

(a)      unless it is demonstrated by the applicant that any use of a District's works that would not adversely affect such works or interfere with or impose hardships upon the District's operation, maintenance or construction activities.

(b)      unless it is demonstrated by the applicant that any use of District's works when granting such would not be inconsistent with the surface water management criteria and Master Plan of the District;

(c)      for improvements that interfere with the flowage of drainage within designated swales and drainage easements, unless, for those permits issued by the District Engineer, the interference is deemed insignificant by the District Engineer;

(d)      for improvements that interfere with or reduce the storage of stormwater in areas designated for stormwater storage without compensating storage provided, unless, for those permits issued by the District Engineer, the interference or reduction is deemed insignificant by the District Engineer; nor

(e)      until the easements and/or rights-of-way required as defined in [3.4](#) have been dedicated.

The applicant shall have the burden of proof which shall include the burden of going forward with the evidence and the burden of persuasion in all questions of fact which are to be determined by the District.

5.1.4      Discharges into or Withdrawals from District Waters

The District reserves the right to change, regulate and limit discharges into or withdrawals from District waters; amend or change any of its policies, practices, procedures, regulations or fees, and such action shall not constitute any claim for damages nor become the basis for legal suit by any permittee; and require that water quality monitoring and improvement of discharges into District waters be done by the permittee/applicant.

5.1.5      Compliance

In the event that the District exercises its rights reserved in Paragraph [5.1.4](#), the permit holder will be required to comply by alteration or otherwise, as required.

5.1.6      Hold Harmless and Indemnification Agreement

Prior to the District issuing a permit for any use of the District's works, the District may require the applicant



to enter into a hold harmless and indemnification agreement indemnifying and holding harmless the District from any and all claims which may result as the result of the District's permitting of the use of its works. All legal expenses and costs incurred by the District in preparing, coordinating and entering into said agreement will be reimbursed to the District by the applicant prior to a permit being issued or the applicant shall pay to the District's attorney an amount which shall be held in trust for the purpose of paying the amount which is estimated for preparing, coordinating and recording a said agreement.

5.1.7 Responsibility for Other Permits

Permit issuance does not relieve permittee (applicant) from responsibility from obtaining any other state, local or federal permit for the work permitted.

5.1.8 Deficiencies Not Discovered

The issuance of a permit by the District, the District Engineer, or the District representative does not release the developer, the contractor, or the project engineer from any liability arising from deficiencies not discovered during the review and permitting process, nor does it release the developer, contractor, or project engineer from the responsibility of correcting any such deficiencies.

5.2 Issuance of Construction Permit

5.2.1 Single Lot Improvements

- (a) The permit for single lot improvements is submitted to, reviewed and approved by the District Engineer.
- (b) If the permit is denied by the District Engineer, the applicant may submit the permit application to the Board, through the District Engineer. The action of the Board will govern.
- (c) An additional fee is required for permits submitted to the Board.

5.2.2 Site Developments

- (a) The permit for site developments is submitted to and reviewed by the District Engineer and approved by the Board.
- (b) The permit application shall contain the project title, street address, location, purpose, phase size and overall project size, description of work, names and addresses of property owner, developer, and project engineer, number of dwelling units or square footage of commercial area, date of commencement, and name of District's receiving canal.
- (c) The permit shall be signed by the owner or the owner's authorized agent. The signature shall be notarized. Upon approval by the Board, and satisfaction of all conditions of approval, and posting of any required security, the District Chairman will sign the permit.

5.2.3 Dedication of Easements and Rights-of-Way

All easements and rights-of-way within a parcel required per [3.4](#) shall be dedicated or in recordable form, executed by the Applicant and delivered to the District Engineer prior to the issuance of a permit for improvements on that parcel.

5.3 Security<sup>43</sup>

5.3.1 Required

Security is required prior to construction or plat recordation as follows:

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<sup>43</sup>Revised March 17, 2005

- (a) For plats that require offsite improvements to connect the developed platted property to a District Facility, the security for the offsite work is required prior to plat recordation.
- (b) For new developments security is required prior to the issuance of a District construction permit.
- (c) For new homes that require an offsite connection to a District Facility, security is required prior to the approval of a building permit.

5.3.2 Amount

The amount of the security shall be equal to 125% of the estimated cost of improvements.

5.3.3 Estimated Cost of Improvements

The cost estimate shall be prepared by an engineer licensed in the State of Florida and shall be approved by the District Engineer.

5.3.4 Form of Security

The security will be in the form of cash. Cash security will be placed with the District Accountant.

5.3.5 Reduction and Release of Security<sup>44</sup>

(a) For New Developments:

At such time as the project is approximately greater than fifty percent (50%) complete, as certified by the Project Engineer, the developer shall submit a disbursement request to the District Engineer for review. Should the District Engineer concur that the project is approximately greater than fifty percent (50%) complete, the District Engineer may release up to fifty percent (50%) of the Security. At such time as the project is seventy-five percent (75%) complete, as certified by the Project Engineer, the developer shall submit a disbursement request to the District Engineer for review. Should the District Engineer concur that the project is approximately greater than seventy-five percent (75%) complete, the District Engineer may release up to seventy-five percent (75%) of the Security. After a project is completed and the applicable criteria in [5.7](#) have been met and after payment has been made by the developer of any unpaid engineering and/or legal expenses which have been incurred by the District for the processing of the project, the District Engineer shall recommend to the Board that all but ten percent (10%) of the Security be returned, and the Board may release all but ten percent (10%) of the Security. Should the project be free from defects for a period of one (1) year from the date of the District Engineer's approval of the final as-built survey, the Board may approve the release of the remaining Security at its next regular meeting after the first anniversary of the Board's release and return the remaining Security, less any outstanding fees. The Security shall be released approximately 45 days later.

(b) For Single Lots:

At such time as the offsite work is substantially completed (preferably in advance of the construction on the single lot) and the applicable criteria in [5.7](#) have been met and verified by the District Engineer, all but ten percent (10%) of the Security shall be returned. Should the offsite work be free from defects upon approval of the final as-built survey for the lot construction, and after payment has been made by the permittee of any unpaid engineering and/or legal expenses which have been incurred by the District for the processing of the project, the remaining portion of the Security shall be released.

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<sup>44</sup> Amended March 28, 2013

(c) For Work involving City Roadways

For work involving City roadways where the Security is held entirely by the District, the release of the Security shall be considered only after acceptance of the work by the City Engineer or Building Official.

5.3.6 Use of Security by District

The District shall have the option to use the Security as is necessary if construction has not been completed within the permit period or if there is an unpaid balance in the fee deposit account.

5.3.7 Waiver of Duplicated Security

Where a project involves the construction of public improvements such as roads, and the applicant has or is required to post or deposit security for such improvements with the governmental entity or agency, other than the District, which is the permitting authority for such public improvements, the Board, at its option, may reduce the amount of the security posted or deposited for the public improvements with the governmental entity which is the permitting authority for such public improvements, or an amount equal to One Hundred Twenty Five Percent (125%) of the estimated cost of the paving and drainage improvements associated with such public improvements, whichever amount is greater, if the applicant demonstrated by a preponderance of the evidence that:

- (a) the proposed public improvements are to be constructed entirely outside of District lands, including, but not limited to, such lands upon, under or through which the District has been granted an easement; and
- (b) there is no risk of damage to District facilities, works, or lands including, but not limited to, District canals and swales, as a result of the construction of the proposed public improvements or the operation and use of the proposed public improvements; and
- (c) neither the construction of the proposed public improvements nor the operation and use of the proposed public improvements will interfere with or impede the proper operation of any District facilities or District works.

5.4 Fees<sup>45</sup>

5.4.1 Purpose

The fees are for the administrative, legal, and engineering costs associated with, but not limited to, application review, processing, presentation to the Board, field inspections, and enforcement.

5.4.2 Payment

- (a) Checks or money orders shall be made payable to PLANTATION ACRES IMPROVEMENT DISTRICT.
- (b) Payment of fees for building permits shall be made by money order or cashiers check only. Cash or personal checks are not accepted.
- (c) The initial fees are collected by the District Engineer at the time the application is submitted. When required, additional fee deposit(s) will be required if permitting costs exceed the fee deposit.

5.4.3 Fees Subject to Change

THE FEE SCHEDULE IS SUBJECT TO CHANGE. CONTACT THE DISTRICT ENGINEER FOR THE CURRENT FEE SCHEDULE.

5.4.4 Fixed Fee Schedule

The fees in Table 1 are paid at the time of application. The fees are fixed on a “per application” basis. If the same item is re-submitted for re-approval or an additional review for any reason a new fee may be charged.

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<sup>45</sup>Revised May 8, 2007

**Table 1 - Fixed Fee Schedule**

<b>APPLICATION FOR:</b>	<b>AMOUNT</b>
<b>Building Permit</b> for minor filling for maintenance or repair (as determined by the District Engineer)	No charge
<b>Building Permit</b> for fence repair or replacement in same previously permitted location.	No charge
<b>Building Permit</b> for new fence outside of District's easements and located more than 15 feet from property lines	No charge
<b>Building Permit</b> for new fence located within a District Easement or within 15 feet of a property line.	\$100.00
<b>Building Permit</b> for new driveway or driveway expansion.	\$100.00
<b>Building Permit</b> for miscellaneous structure or facility requiring minor filling or grading (as determined by the District Engineer).	\$75.00
<b>Building Permit</b> for shed on grade and located more than 15 feet from property lines or structures built on previously permitted and constructed slabs. No filling is permitted.	No charge
<b>Encroachment Agreement</b>	\$225.00
<b>Release of Reservation</b>	\$300.00
<b>Site Data Record</b>	\$450.00
<b>Special Meetings</b> requested by Applicant to assist in the development process	Refer to paragraph <a href="#">5.4.7</a>
<b>Special Items</b> requiring Board approval presented by resident of Plantation Acres. Fee is applied to each Board Meeting.	\$100.00

5.4.5 Fee Deposit Schedule

- (a) The fees shown in Table [2](#) are a minimum deposit. The actual fee will be based on the cost of the review, but will not be less than the fees shown. The total cost is determined by the hours spent by the District Engineer, the District Attorney and Staff plus District administrative costs and expenses.
- (b) If the District's costs approaches the amount deposited, an additional deposit will be required. All costs are to be paid by the Applicant prior to final approval or acceptance of work.
- (c) Fees collected in excess of both the minimum fee and the cost of processing will be refunded only upon request no sooner than 30 days and no later than one year from the date of the last work done on the permit.

**Table 2 - Fee Deposit Schedule**

<b>APPLICATION FOR:</b>	<b>AMOUNT</b>
<b>Building Permit</b> for new home construction.	\$500.00
<b>Building Permit</b> for house addition on a previously approved pad - no additional filling required.	\$150.00
<b>Building Permit</b> for house addition or additional structure requiring filling.	\$400.00
<b>Building Permit</b> for a new pool on a previously approved area, as shown on an original building permit - no substantial additional filling required.	\$150.00
<b>Building Permit</b> for a new pool requiring major lot regrading.	\$400.00
<b>Building Permit</b> for vacant lot clearing only.	\$100.00
<b>Building Permit</b> for vacant lot filling or clearing and filling.	\$200.00
<b>Certificate of Occupancy</b> for new construction.	\$200.00
<b>Building Permit</b> for filling and/or regrading on a developed lot with an existing home.	\$300.00
<b>Site Development Plans</b>	\$3,000.00
<b>Plats</b> for Single Family Lots less than 5 acres	\$1,000.00
<b>Plats</b> for other than Single Family Lots less than 5 acres	\$2,000.00
<b>Variance requests</b>	\$1,000.00

5.4.6 Fees Associated with Code Violations

- (a) Code violations that involve improper or prohibited construction will not involve a fee, providing the construction causing the violation is removed or corrected upon notice by the District.
- (b) If the violation involves work that is normally permitted, but was done without a permit, then the fee will be double the cost of the normal permit for the work.
- (c) If the violation involves a remedy by the District, then the fee will be double the cost incurred by the District for the remedy.

5.4.7 Fees for Special Meetings

The Applicant or other person or entity which requests a special meeting of the Board of Commissioners of the Plantation Acres Improvement District shall, should such request for special meeting be granted, pay to the District a fee in the amount of \$3,500 payable by check or money order made payable to the Plantation Acres Improvement District. The fee set forth in this Subsection does not include fees charged by the District Counsel, whose fees and the payment thereof shall be the responsibility of the applicant or party requesting the special meeting, and such attorney's fees shall be paid directly to the District Counsel by the Applicant or party requesting the special meeting. All fees for special meetings, including, but not limited to attorney's fees, shall be paid by the Applicant or party requesting the special meeting no less than 48 hours prior to the special meeting. In the event such fees are not paid within such time, the special meeting will be canceled.

5.5 Pre-Construction Meeting

Prior to commencement of construction on projects approved and permitted by the District a pre-construction meeting shall be scheduled and the District representative shall be invited to attend. The District representative shall be notified at least 72 hours prior to the meeting.

## 5.6 Inspections

### 5.6.1 Periodic Inspections

During construction the District representative shall conduct periodic inspections of the work performed.

### 5.6.2 Notification

The District representative shall be notified 24 hours in advance for inspections of all connections to District facilities prior to backfilling and for any final or semi-final inspections.

## 5.7 Final Acceptance/Compliance With Permit<sup>46</sup>

### 5.7.1 Semi-Final Inspection

When the project is substantially completed, the District representative shall schedule a semi-final inspection with the contractor, project engineer, and a representative of the permittee. At the semi-final inspection a punch list of deficiencies may be created.

### 5.7.2 Final Inspection

After the deficiencies noted in the punch list have been corrected, the District representative shall schedule a final inspection with the contractor, project engineer, and a representative of the permittee. If all the deficiencies have not been corrected, another final inspection will be scheduled.

### 5.7.3 Asbuilt Survey

Upon receiving a favorable inspection report from the District representative and after reviewing the asbuilt survey, the District Engineer will approve or disapprove the asbuilt survey.

### 5.7.4 Letter of Certification

When satisfied that the project is substantially complete, the Engineer of Record shall issue a Letter of Certification, certifying that the project has been constructed in substantial conformance with the approved plans and may be utilized for the purpose for which it was intended.

### 5.7.5 District's Acceptance

Approval of the asbuilt survey and acceptance of the Letter of Certification will constitute the District's acceptance of the project and acknowledgment of compliance with the permit.

### 5.7.6 Acceptance from Other Governmental Entities

Unless otherwise specified in the permit conditions, the District's acceptance is granted independent of other governmental agencies. As an exception, if the District Engineer is notified by another governmental agency of a deficiency and the deficiency affects the work permitted by the District, in the opinion of the District Engineer, then District acceptance may be withheld until acceptance is granted by the other agency.

### 5.7.7 Acceptance Prior to Application of Second Lift of Asphalt

Final District acceptance may be granted prior to the application of the second lift of asphalt on projects that the City requires a second lift of asphalt to be applied more than one year after the project is completed. However, Security for the second lift and the final retainage per [5.3.5](#) shall not be released until the second lift has been applied and accepted.

### 5.7.8 Deficiencies Not Discovered

The acceptance by the District, the District Engineer, or the District representative does not release the developer, the contractor, or the project engineer from any liability arising from deficiencies not discovered during this final acceptance process, nor does it release the developer, contractor, or project engineer from the responsibility of correcting any such deficiencies.

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<sup>46</sup> Amended March 28, 2012

5.8 Operation Permit

5.8.1 Required

All development that stores, discharges, or conveys stormwater within the District require an Operation Permit.

5.8.2 Issuance

Development that has been constructed in accordance with plans approved by the District as described in [5.7](#) is automatically issued an revocable Operation Permit. No notice is required.

5.8.3 Duration

The permit remains in effect until revoked.

5.8.4 Revocation

The Operation Permit is subject to revocation five years after it has been issued or five years after the Project has been re-certified. The Operation Permit may be revoked if the Project is no longer operating substantially as designed and constructed, as determined by the District Engineer.

5.8.5 Re-Certification

All Development should be re-certified every five years by the Project Engineer, or an Engineer registered in the State of Florida who is familiar with the project design and operation and assumes the responsibility for re-certifying its continued compliance with the design.

5.8.6 Re-Issuance of Permits Revoked

An Operation Permit that has been revoked will be re-issued upon the acceptance by the District Engineer of the re-certification.

5.9 Permit for Use or Occupation of District Facility

5.9.1 Required

Any use of a District Facility or any occupation of a District facility with an improvement by others requires an Permit for Use or Occupation of District Facility.

5.9.2 Issuance

(a) No-Notice Permit

The use or occupation of a District Facility that is in accordance with plans approved by the District as described in [5.7](#) is automatically issued an revocable Permit for Use or Occupation of District Facility. No notice is required.

(b) Written Permit

At the Discretion of the District Board or Staff, generally when special conditions are required, a written permit may be required.

5.9.3 Duration

The permit remains in effect until revoked.

5.9.4 Revocation

Unless specified, the permit is subject to revocation five years after it has been issued. If the permit is revoked, the occupation or use of the District facility shall cease.