

CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION MEETING

AGENDA

Wednesday, March 6, 2024
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, Florida 33065

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Ariella Martinez, Park Springs Elementary, 1st Grade
Joaquin Pereyra, ADOM Online Catholic School, 8th Grade

Recognitions/Proclamations/Presentations

- 1. Proclamation, Procurement Month (Dale Pazdra)**
Request that the City Commission proclaim March as "Procurement Month" in the City of Coral Springs in recognition of the significant role the public procurement profession plays in the efficiency and effectiveness of government operations.
- 2. Recognition, Gail Dixon (Kim Moskowitz)**
Request that the City Commission recognize Gail Dixon for many years of exceptional contributions to the City of Coral Springs.
- 3. Proclamation, Government Finance Professionals Week (Catherine Givens)**
Request that the City Commission proclaim March 18, 2024 to March 22, 2024, as "Government Finance Professionals Week" in the City of Coral Springs.
- 4. Recognition, Coral Springs Regional Institute of Public Safety, Florida Fire Service Training and Education Provider of the Year for 2023 (Chief McNally)**
Request that the City Commission recognize the staff of the Coral Springs Regional Institute of Public Safety for being selected as the Florida Fire Service Training and Education Provider of the Year for 2023, for a record fifth time.
- 5. Proclamation, Irish American Heritage Month (Mayor Brook)**
Request that the City Commission proclaim March 2024 as "Irish American Heritage Month" in the City of Coral Springs in recognition of the long history of Irish American contributions to the State of Florida.
- 6. Proclamation, Women History Month (Commissioner Bowen)**
Request that the City Commission proclaim March 2024 as Women History Month in the City of Coral Springs.

Public Comment

Public Hearings/Special Meeting Announcements

7. Ordinance 2024-108, First Reading, Recommended Changes to the Procurement Code (Gail Dixon)

Request to hold public hearing and approve first reading of Ordinance 2024-108, amending Chapter 2, Article VIII of the Code of the City of Coral Springs entitled "Purchasing and Procurement" increasing the purchasing authority of the Purchasing Manager from \$45,000 to \$75,000; increasing the authority of the Purchasing Manager to execute renewal contracts from \$45,000 to \$75,000; increasing the purchasing authority of the City Manager from \$45,000 to \$75,000; and amending various sections for consistency with the increases; and set second reading to March 21, 2024. It also includes new Cybersecurity language, changing paper systems to electronic, updating exempt commodities, and updating the proposal meetings, and protest procedures. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

8. Conditional Use Petition (CA23-0006) Sawgrass Storage (Tina Jou)

Request to hold quasi-judicial hearing and public hearing to consider petition of Rod Feiner on behalf of AGI 42nd Street Owner, LLC, seeking Conditional Use approval in accordance with Land Development Code Section 250638 (Conditional Uses) to permit construction of a parking lot for the storage of trucks and trailers within the Industrial, Research and Development (IRD) zoning districts, located at 12101 NW 42nd Street, legally described as a portion of the Northeast One-Quarter (N.E. ¼) OF SECTION 18, Township 48 South, Range 41 East; and if approved, authorize the City Attorney's Office to draft an order for CA23-0006 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CA23-0006) (REQUEST TO HOLD QUASI-JUDICIAL HEARING AND PUBLIC HEARING, CONSIDER, AUTHORIZE, AND ADOPT)

Consent

9. Minutes Approval (Georgia Elliott)

Request to approve the City Commission meeting summary of February 21, 2024 Regular Meeting. (REQUEST TO APPROVE)

10. Resolution 2024-010, Supporting Broward County Mobility Advancement Program (MAP) Cycle 5 Projects (Tina Jou)

Request to approve Resolution 2024-010 supporting Broward County Transportation Mobility Advancement Program (MAP) Cycle 5 Projects; and authorize Staff to transmit the Resolution to Broward County Metropolitan Planning Organization (MPO). Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CON24-0005) (REQUEST TO APPROVE, AUTHORIZE)

11. Hot Mix Asphalt Pickup at Manufacturer (John Norris)

(A) Request to award the contract for Bid #24-C-163F for Hot Mix Asphalt Pickup at Manufacturer to **Ranger Construction Industries, Inc.** of West Palm Beach, Florida and **Weekley Asphalt Paving, Inc.** of Pembroke Pines, Florida from March 6, 2024 through March 5, 2025 with four (4) additional one (1) year renewal options. The estimated annual expenditure is \$62,000.

(B) Request to authorize the Purchasing Manager to execute and approve all renewals.

(C) Request to authorize the Purchasing Manager to execute and approve change orders up to \$45,000.

Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

12. **Multipurpose Turf Machine (John Norris)**
Request to award the purchase for Bid #24-C-150F for one multipurpose turf machine to **EFE, Inc. dba Everglades Equipment Group** of Belle Glade, Florida in the amount of \$54,945. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)
13. **Use of Forfeiture Funds (Chief McKeone)**
Request to authorize the use of \$2,500 in Law Enforcement Trust Funds to cover the annual \$2,500 donation to the FBI National Academy Association (FBINAA). Funding Source: Receiving Forfeiture to Expend. Strategic Goal: A Thriving, Resilient Business Community. (REQUEST TO AUTHORIZE)
14. **Use of Forfeiture Funds (Chief McKeone)**
Request to authorize the use of \$2,000 in Law Enforcement Trust Funds to cover a \$2,000 donation to the FAU School of Criminology and Criminal Justice. Funding Source: Receiving Forfeiture to Expend. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AUTHORIZE)

Policy Formation and Direction

15. **Ordinance 2024-107, Second Reading, Live Local Act (LDA23-0004) (Tina Jou)**
Request to approve and adopt on second reading Ordinance 2024-107, amending Chapter 25 of the Land Development Code, creating new Article XVIII entitled “Live Local Act”; providing for conflicts; providing for severability; providing for codification of Ordinance 2024-107. First reading held February 21, 2024. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (LDA23-0004) (REQUEST TO APPROVE, ADOPT)
16. **Solid Waste Collection and Recycling Services (John Norris)**
Request to award contract for RFP #23-A-143, Solid Waste Collection and Recycling Services to **Coastal Waste and Recycling of Florida, Inc.**, of Boca Raton, Florida from October 1, 2024 through September 30, 2031. The contract may be renewed for up to two (2) additional five (5) year renewal terms. The estimated annual expenditure is \$5,000,000 for single family residential and low-density multi-family services. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)
17. **Computer Equipment, Peripherals, and Related Services (Stephen Dyer)**
Request to award the NASPO (National Association of State Procurement Officials) Contract for Computer Equipment, Peripherals, and Related Services via State of Florida Participating Addendum #43210000-23-NASPO-ACS to **Dell Marketing L.P.** of Round Rock, Texas, **Hewlett Packard Enterprises** of Plano, Texas, **HP Inc.** of Palo Alto, California and **Zebra Technologies International LLC** of Lincolnshire, Illinois through their resellers from March 6, 2024 through June 30, 2025. The estimated annual expenditure is \$850,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Commission Communications

City Manager's Communication

City Attorney's Communication

Adjournment

Next Regular Meeting: Wednesday, March 20, 2024, 6:30 p.m., City Commission Chambers.

If a person decides to appeal any decision made by the City Commission with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities who need an accommodation to participate in this proceeding should contact the City Clerk's Office at 954-344-1065 at least three (3) days in advance. If you are hearing or speech impaired, you may contact the Office of the City Clerk through the Florida Relay Service, 711.

PUBLIC COMMENT (MUNICIPAL CODE, SECTION 2-2):

The City Commission of the City of Coral Springs, at each regularly scheduled meeting (first and third Wednesdays), shall entertain public comment. Anyone desiring to address the City Commission must submit a written request to the City Clerk. Public comments will be held in the priority order in which they are received. Each request shall succinctly detail the matter to be brought before the City Commission; shall contain the address and phone number where the speaker can be reached if the need arises; and shall be dated and signed.

Items on the agenda which are not designed as Public Hearings must be discussed during the public comment period. Waiver of rules. By majority vote, the City Commission may invite public discussion on any agenda item and thereby waive the proscriptions otherwise outlined in this section.

Decorum to be maintained. In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their

position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

Time limit on discussion. Subject to waiver rule contained within this section, public discussion by individual speakers shall be limited to three (3) minutes at the public comment period.

Summary Sheet

Agenda Item: 1.

Meeting Date: March 6, 2024

Subject: Proclamation, Procurement Month (Dale Pazdra)

Requested Action: Request that the City Commission proclaim March as “Procurement Month” in the City of Coral Springs in recognition of the significant role the public procurement profession plays in the efficiency and effectiveness of government operations.

Placement: Recognitions/Proclamations/Presentations

Attachments: [Proclamation March as Procurement Month](#)

Background / Description: In addition to the purchase of goods and services, Purchasing engages in or has direct responsibility for functions such as executing, implementing, and administering contracts, and developing working relationships with suppliers and other departments within the organization.

The public procurement profession in the City of Coral Springs Government and in other public and private organizations has tremendous influence on the economic conditions in the United States, with cumulative purchasing power running into the billions of dollars.

The Purchasing Division and the City of Coral Springs recognizes, supports, and practices the Public Procurement Values and Guiding Principles of Accountability, Ethics, Impartiality, Professionalism, Service and Transparency, established by NIGP – The Institute for Public Procurement, as fundamental tenants of the public procurement profession.

NIGP has proclaimed the month of March as Procurement Month to further expand the awareness of the purchasing professionals’ role to governmental officials, the general public, business, and corporate leaders.

Presenting: Dale Pazdra

Summary Sheet

Agenda Item: 1992

Meeting Date: March 6, 2024

Subject: Proclamation, Procurement Month

Requested Action: Request that the City Commission proclaim March as “Procurement Month” in the City of Coral Springs in recognition of the significant role the public procurement profession plays in the efficiency and effectiveness of government operations.

Placement: Recognitions/Proclamations/Presentations

Background / Description: In addition to the purchase of goods and services, Purchasing engages in or has direct responsibility for functions such as executing, implementing, and administering contracts, and developing working relationships with suppliers and other departments within the organization.

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NIGP has proclaimed the month of March as Procurement Month to further expand the awareness of the purchasing professionals’ role to governmental officials, the general public, business, and corporate leaders.

Requested By:

Presenting:

Accepting:

Summary Sheet

Agenda Item: 2.

Meeting Date: March 6, 2024

Subject: Recognition, Gail Dixon (Kim Moskowitz)

Requested Action: Request that the City Commission recognize Gail Dixon for many years of exceptional contributions to the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Gail Dixon has worked for the City of Coral Springs for over 44 years.

During her first 14 years, Gail served as a Recreation Supervisor, Parks Supervisor, and a Park Ranger Supervisor for the Parks and Recreation Department. While working there, she oversaw many programs and special events, some of which are still in place today.

Gail was the Records Supervisor for one year at the Police Department before spending the next 29 years in the Purchasing Division of the Finance Department.

While serving as a Purchasing Agent and most recently the Purchasing Manager, Gail's knowledge of municipal procurement and cost savings strategies has truly benefited the city.

Requested By: Staff

Presenting: Kim Moskowitz, Director of Financial Services

Accepting: Gail Dixon, Purchasing Manager

Summary Sheet

Agenda Item: 3.

Meeting Date: March 6, 2024

Subject: Proclamation, Government Finance Professionals Week (Catherine Givens)

Requested Action: Request that the City Commission proclaim March 18, 2024 to March 22, 2024, as "Government Finance Professionals Week" in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: The Florida Government Finance Officers Association (FGFOA) is a professional association founded in 1937 which serves more than 3,300 professionals from state, county, and city governments, school districts, colleges and universities, special districts, and private firms. It is dedicated to being a professional resource by providing opportunities through education, networking, leadership, and information.

This Government Finance Professionals Week, sponsored by the FGFOA and all its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community. During this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication, and leadership.

Requested By: Staff

Presenting: Frank Babinec, City Manager

Accepting: Members of the Budget & Finance Departments

Summary Sheet

Agenda Item: 4.

Meeting Date: March 6, 2024

Subject: Recognition, Coral Springs Regional Institute of Public Safety, Florida Fire Service Training and Education Provider of the Year for 2023 (Chief McNally)

Requested Action: Request that the City Commission recognize the staff of the Coral Springs Regional Institute of Public Safety for being selected as the Florida Fire Service Training and Education Provider of the Year for 2023, for a record fifth time.

Placement: Recognitions/Proclamations/Presentations

Background / Description:

On January 10, 2024, the Coral Springs Regional Institute of Public Safety (CSRIPS) was selected as the recipient of the Florida Fire Service Training and Education Provider of the Year for 2023. This top honor for the state is not new to CSRIPS. In fact, this is a record setting 5th time the school has received this award and the only school to receive it more than three times. CSRIPS has received with award in; 2007, 2011, 2013, 2017, and 2023. With 54 training academies in the state, we are extremely proud of this accomplishment.

The standard nomination form asks the schools to demonstrate how they have met the following criteria; New Programs, Innovation, Fire Service Projects, Outstanding Achievement, Not limited to Minimum Standards, and the Diversity of Programs. With a solid business model, passionate instructors and a dedicated staff, the CSRIPS continues to exceed expectations and set the standard for the region.

New programs

The **Fellowship Series** was the brainchild of a CSRIPS instructor. In fact, the instructor, Aaron Hyde, was also selected as the 2023 Instructor of the Year for the annual department awards. This class runs about 4 – 5 times a year and is not only about learning new skills or honing others, it's also about building the camaraderie and brotherhood for the attendees from departments all over the region. An evening working with the instructors and mentors with pizza and pop has become a class in demand for the CSRIPS.

While much focus over the years has been on the physical health of our first responders, this year the CSRIPS has assumed the responsibility of running the **Struggle Well** program. This mental health program helps close the circle for self-care for not only our first responders but for anyone who is looking to thrive and not just survive.

Innovation

The CSRIPS **burn prop** has been reimagined to become a more realistic and dynamic learning prop. The ability to adjust the interior of the prop to allow the students to understand fire behavior has been instrumental in the continued development of our fire students and continuing education students.

Just a short 3 years ago, the **CSRIPS First Due** class was operating with tarps and makeshift framing. Although the demand for the class was high, the cost to constantly build the prop for the class was greater than the return. Now the prop is a 2-story unit consisting of 8 CONEX containers transformed into a house. Alternatively, the prop can be accessed from the rear and simulate a 2nd story apartment. This prop utilizes Hollywood smoke only and can be utilized for minimum standards, continuing education and promotional scenarios. The CSRIPS is the only facility in the area to have a training prop at this level.

The CSRIPS attempts to provide the best in class training for our EMT and paramedic students. Sometimes this requires thinking outside the box and the answer for us is **pig parts!** Utilizing animal lungs and necks allows our students to visually see the impacts of their skills on actual organs. Students learn how to inflate lungs and can visually see the lungs expand. They learn how to perform a cricothyrotomy on the neck, seal the gap and expand the lungs.

Fire Service Projects

In 2023, the CSRIPS conducted the 2nd Annual **Job Fair & Career Expo** with tremendous success with over 40 departments and 300 regional candidates in attendance. The public safety job fair is not a CSRIPS recruiting event but meant to bring together fire departments, police departments, dispatch, healthcare, and corrections agencies from all over Florida to meet graduates and current students from all over the region. The only one of its kind in the region, this demonstrated the CSRIPS innovative thinking and commitment to the profession.

Electric Vehicle fires are at the forefront of every fire department in the country. In 2023, the CSRIPS hosted regional training events for current firefighters to learn how to combat these fires. It is events like these that will continue to keep CSRIPS as a top school in the region.

Every April, the CSRIPS hosts the regional **Explorer Competition** bringing in Explorer posts from all over the state. This event is the culmination of many hours of training and dedication by the advisors and provides a solid stepping stone to those explorers who want to pursue a career as a Firefighter.

Outstanding Achievement

The CSRIPS student headcount per class is one of the largest in the state. The EMS classes enroll 24 – 30 students per class whereas other local academies have 6 – 12 students in the classes. The fire classes start with 36 students on average. In 2023, fire class **23-06** achieved an outstanding accomplishment when **100% of the students who began the class, completed it and graduated, and 100% passed the state licensing exam.** What made this a tremendous feat was the fact this was the full-time day class that ran during the incredibly hot 2023 summer. This does not happen without the dedicated instructors inspiring the students above and beyond what they thought could achieve.

The fire program doesn't get to have all the fun. The **CSRIPS EMS Club** provides an opportunity for the paramedic students, regardless of what class they are in, to be on the ALS Competition Team. After the COVID-19 hiatus, the competitions are in full swing again and CSRIPS is back in top form and back on the podium.

Not limited to Minimum Standards Classes

The CSRIPS has an array of **continuing education** classes for the career firefighter. These range from search and rescue courses to driver engineer to fire officer classes. Classes are conducted at the CSRIPS facility or in some cases can be conducted at the contracting fire department.

In 2023, the CSRIPS made tremendous strides in offering **CPR and Stop the Bleed courses to the community**. Classes were held at various locations throughout the city to make it easier for the citizens to attend. Some classes were also offered in Spanish to meet the needs of the community. All of these efforts resulted in citizen certifications more than doubling from the previous year.

City employees were also a focus for the CSRIPS. Heartsaver, AED, and First Aid classes along with Stop the Bleed were offered several times throughout the year.

With mental health at the forefront of many initiatives, therapy dogs are becoming more available. In 2023, the CSRIPS partnered with **HumaneK9 Dog Training** to allow the dogs and trainers to conduct their training while the CSRIPS conducts our own training. Dogs and handlers were exposed to yelling, loud noises, running, hoses, sirens. This provided HumaneK9 Dog Training with a solid simulated training experience and also allowed our students the opportunity to see the benefit of the therapy dogs.

Diversity of Programs

School success is based on more than just offering the Minimum Standards program. The Coral Springs Regional Institute of Public Safety goes beyond just offering Minimum Standards. With additional programs such as EMT, paramedic and continuing education, and community classes, the CSRIPS continues to diversify its courses to help ensure success and longevity for the region and profession.

Presenting: Fire Chief Michael McNally

Accepting: Elizabeth Williams, Operations Manager, CSRIPS
CSRIPS Instructors and Staff

Summary Sheet

Agenda Item: 5.

Meeting Date: March 6, 2024

Subject: Proclamation, Irish American Heritage Month (Mayor Brook)

Requested Action: Request that the City Commission proclaim March 2024 as "Irish American Heritage Month" in the City of Coral Springs in recognition of the long history of Irish American contributions to the State of Florida.

Placement: Recognitions/Proclamations/Presentations

Background / Description: By 1776 nearly 300,000 Irish nationals had emigrated to the American colonies. The Irish first came to Spanish "La Florida" in the 1500s, first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors, and administrators.

They played a crucial role in America's War for Independence. Five signers of the Declaration of Independence were of Irish descent and three signers were Irish born.

As a small example of their contributions, Father Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of "La Florida, " established the first public school in America and opened it to both boys and girls of all races.

Irish Americans in Florida have provided leadership and service to their state, counties, and local communities. Irish Floridians can look back with pride on the legacy of their Irish forebears, who have contributed significantly to education, business, sports, literature, science, engineering, medicine, science, and the arts.

Requested By: Mayor Brook

Presenting: Mayor Brook

Accepting: Ray Lynch, National Secretary and Immediate Past FL State President
Ancient Order of Hibernians

Summary Sheet

Agenda Item: 6.

Meeting Date: March 6, 2024

Subject: Proclamation, Women History Month (Commissioner Bowen)

Requested Action: Request that the City Commission proclaim March 2024 as Women History Month in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our community in countless recorded and unrecorded ways. They served as early leaders in the forefront of every major progressive social change movement, they have courageously served in the military and were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our community.

Women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of our nation, state, and city by constituting a significant portion of the labor force working inside and outside of the home.

This Proclamation is a way to honor and celebrate the contributions of women to the city of Coral Springs, serving as a reminder of the progress made in gender equality and empowerment and highlights the ongoing efforts needed to achieve full equality for all women. It also aims to inspire future generations of women to continue breaking barriers and making a positive impact in their communities.

Requested By: Commissioner Metayer Bowen

Presenting: Commissioner Metayer Bowen

Accepting: Caroline Collette, Chair
Broward County Commission on the Status of Women Chair

Summary Sheet

Agenda Item: 7.

Meeting Date: March 6, 2024

Subject: Ordinance 2024-108, First Reading, Recommended Changes to the Procurement Code (Gail Dixon)

Requested Action: Request to hold public hearing and approve first reading of Ordinance 2024-108, amending Chapter 2, Article VIII of the Code of the City of Coral Springs entitled "Purchasing and Procurement" increasing the purchasing authority of the Purchasing Manager from \$45,000 to \$75,000; increasing the authority of the Purchasing Manager to execute renewal contracts from \$45,000 to \$75,000; increasing the purchasing authority of the City Manager from \$45,000 to \$75,000; and amending various sections for consistency with the increases; and set second reading to March 21, 2024. It also includes new Cybersecurity language, changing paper systems to electronic, updating exempt commodities, and updating the proposal meetings, and protest procedures. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: [Summary Sheet](#)
[#1 - Ordinance 2024-108](#)
[Business Impact Estimate](#)

Background / Description: In order to keep pace with the growing demands and expectations of our internal and external customers, staff has reviewed the Procurement Code nine times since its inception in 1992. These reviews have identified opportunities for changes that positively impact City operations and service to residents. The current changes being recommended and the rationale for these changes are as follows:

1. Recommended change: Modify Section 2-303. Authority of Purchasing Manager

Rationale: Modifications recommended to this section increase the authority of the Purchasing Manager from \$45,000 to \$75,000 for purchases, new and renewal contracts, building leases, and disposal of surplus property, purchases requiring three (3) informal quotes and informal quotations. In addition, it updates the public notices to be through the city's ebidding system. The increases to the purchasing authority based on the Consumer Price Index for All Urban Users, increases from \$5,000 to \$10,000 dollar increments to keep pace with inflation and buying power.

2. Recommended change: Modify Section 2-305. Competitive procurement required

Rationale: Modifications recommended for this section include initial contract awards for commodities and contractual services for an annual cost of \$75,000 or more shall be awarded by the City Commission.

3. Recommended change: Modify Section 2-305.1. Exceptions to competitive procurement requirement.

Rationale: Modifications recommended to this section increase the authority of the Purchasing Manager and emergency procurements to \$75,000. Add repairs and renovation of equipment to be exempt and add wireless communications, internet, emergency communication systems, and public radio systems,

cybersecurity procurement, to be exempt from the code, include coaches, teachers, aides, and assistants as exempt from the code.

4. Recommended change: Modify Section 2-306. Formal Competitive procurement procedure.

Rationale: Modifications recommended to this section list out how proposal meetings are handled and update the protest policy.

5. Recommended change: Modify Section 2-307. Award of Contract

Rationale: Modifications recommended to this section allow staff to proceed if only one proposal has been submitted for a solicitation.

6. Recommended change: Modify Section 2-310. Supplier's List

Rationale: Modifications recommended to this section update the code to recognize the city's ebidding system in place.

The Purchasing Division staff recommend the holding of a public hearing and approval of the first reading of Ordinance 2024-108, Article VIII of the Code of the City of Coral Springs entitled "Purchasing and Procurement" to increase the purchasing authority of the Purchasing Manager from \$45,000 to \$75,000, increasing the authority of the Purchasing Manager to execute renewal contracts from \$45,000 to \$75,000, increasing the purchasing authority of the City Manager from \$45,000 to \$75,000; and amending various sections for consistency with the increases. It also includes new Cybersecurity language, changing paper systems to electronic, updating exempt commodities, proposal meetings, and protect procedures.

Presenting: Gail Dixon

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: March 6, 2024
Department: Financial Services
Initiated By: Gail Dixon

DOC ID: 2006

SUBJECT: Ordinance 2024-108, Recommended Changes to the Procurement Code (Gail Dixon)

PLACEMENT: Public Hearing

**REQUESTED ACTION:
(INCLUDE CONTRACT
START/TERM DATES)** Request to hold public hearing and approve first reading of Ordinance 2024-108 amending Chapter 2, Article VIII of the Code of the City of Coral Springs entitled "Purchasing and Procurement" to increase the purchasing authority of the Purchasing Manager from \$45,000 to \$75,000; increasing the authority of the Purchasing Manager to execute renewal contracts from \$45,000 to \$75,000; increasing the purchasing authority of the City Manager from \$45,000 to \$75,000; and amending various sections for consistency with the increases. It also includes new Cybersecurity language, changing paper systems to electronic, updating exempt commodities, and updating the proposal meetings, and protest procedures.

Request to set second reading for March 21, 2024. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

**PROJECT REVIEWED BY
OR INCLUDED IN:**

ATTACHMENTS: #1 – Ordinance #2024-108

BACKGROUND / DESCRIPTION:

In order to keep pace with the growing demands and expectations of our internal and external customers, staff has reviewed the Procurement Code nine times since its inception in 1992. These reviews have identified opportunities for changes that positively impact City operations and service to residents. The current changes being recommended and the rationale for these changes are as follows:

1. Recommended change: Modify Section 2-303. Authority of Purchasing Manager

Rationale: Modifications recommended to this section increase the authority of the Purchasing Manager from \$45,000 to \$75,000 for purchases, new and renewal contracts, building leases, and disposal of surplus property, purchases requiring three (3) informal quotes and informal quotations. In addition, it updates the public notices to be through the city's eBidding system. The increases to the purchasing authority based on the Consumer Price Index for All Urban Users, increases from \$5,000 to \$10,000 dollar increments to keep pace with inflation and buying power.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Ordinance 2024-108, First Reading, Recommended Changes to the Procurement Code

2. Recommended change: Modify Section 2-305. Competitive procurement required

Rationale: Modifications recommended for this section include initial contract awards for commodities and contractual services for an annual cost of \$75,000 or more shall be awarded by the City Commission.

3. Recommended change: Modify Section 2-305.1. Exceptions to competitive procurement requirement.

Rationale: Modifications recommended to this section increase the authority of the Purchasing Manager and emergency procurements to \$75,000. Add repairs and renovation of equipment to be exempt and add wireless communications, internet, emergency communication systems, and public radio systems, cybersecurity procurement, to be exempt from the code, include coaches, teachers, aides, and assistants as exempt from the code.

4. Recommended change: Modify Section 2-306. Formal Competitive procurement procedure.

Rationale: Modifications recommended to this section list out how proposal meetings are handled and update the protest policy.

5. Recommended change: Modify Section 2-307. Award of Contract

Rationale: Modifications recommended to this section allow staff to proceed if only one proposal has been submitted for a solicitation.

6. Recommended change: Modify Section 2-310. Supplier's List

Rationale: Modifications recommended to this section update the code to recognize the city's e-bidding system in place.

The Purchasing Division staff recommend the holding of a public hearing and approval of the first reading of Ordinance 2024-108, Article VIII of the Code of the City of Coral Springs entitled "Purchasing and Procurement" to increase the purchasing authority of the Purchasing Manager from \$45,000 to \$75,000, increasing the authority of the Purchasing Manager to execute renewal contracts from \$45,000 to \$75,000, increasing the purchasing authority of the City Manager from \$45,000 to \$75,000; and amending various sections for consistency with the increases. It also includes new Cybersecurity language, changing paper systems to electronic, updating exempt commodities, proposal meetings, and protest procedures.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Ordinance 2024-108, First Reading, Recommended Changes to the Procurement Code

ORDINANCE 2024-108

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING CHAPTER 2, ARTICLE VIII OF THE CODE OF ORDINANCES, ENTITLED "PURCHASING AND PROCUREMENT," TO PROVIDE FOR ADDITIONAL AUTHORITY AND DUTIES FOR THE PURCHASING MANAGER AND CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff periodically reviews the City's Codes to ensure consistency and compliance; and

WHEREAS, Chapter 2, Article VIII of the Code of Ordinance establishes procedures concerning purchasing and procurement; and

WHEREAS, City staff has found that Chapter 2, Article VIII is in need of updating to ensure operational efficiency and keep up with the market conditions; and

WHEREAS, the City Commission accepts the recommendations of the City's professional staff and finds that the revision to the Code of Ordinances is in the best interests of the citizens of the City of Coral Springs.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 2, Article VIII of the Code of the City of Coral Springs, entitled "Purchasing and Procurement", is hereby amended to read as follows:

Sec. 2-303. Authority of purchasing manager.

The purchasing manager shall have the authority to:

- (1) Draft and promulgate purchasing procedures subject to the prior approval of the city manager.

- (2) Solicit quotations, both verbal and written, and issue invitations to bid and requests for proposals after receipt of evidence of city commission general or specific appropriation of funds to make such expenditure.
- (3) Award contracts for the purchase of commodities and contractual services for purchases without prior approval of the city commission as provided below:

- a. Any contract not exceeding seventy-five ~~forty-five~~ thousand dollars (\$75,000.00 ~~\$45,000.00~~) may be made in accordance with the small purchase procedures authorized in this section, provided, however, that contracts for construction of municipal public works shall be made in accordance with applicable state laws including Section 180.24, Florida Statutes, as amended from time to time. Contracts shall not be artificially divided so as to constitute a purchase under this section.

1. Purchases of commodities and contractual services when the estimated value is less than five thousand dollars (\$5,000.00) or less, may be made upon receipt of one (1) informal quote.

* * * *

3. Purchases of commodities and contractual services when the estimated value is between five thousand one dollars (\$5,001.00) and thirty ~~twenty~~ thousand dollars (\$20,000.00 ~~\$30,000.00~~) may be made upon receipt of not less than three (3) informal quotes. In order to determine a fair and reasonable price, additional quotes may be solicited. The purchasing manager shall adopt, implement and enforce operational procedures for making purchases of thirty ~~twenty~~ thousand dollars (\$20,000.00 ~~\$30,000.00~~) or less. Such operational procedures shall provide for the goods, commodities, equipment, materials and services being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly accounted for the funds expended and facilitate an audit of the small purchase made. Such records shall include the businesses' name, contact person, dates of inquiry, nature and description of service for what inquiry is being made and amounts quoted with exactly what will be provided for such amount.

4. Purchases of commodities and contractual services when the estimated value is in excess of thirty ~~twenty~~ thousand dollars (\$20,000.00 ~~\$30,000.00~~) but not more than seventy-five ~~forty~~ thousand dollars (\$75,000.00 ~~\$45,000.00~~) may be made after a minimum of three (3) different sources of supply have been solicited to provide formal written quotations through the City's e-bidding system. ~~Public notice posted on a bulletin board at City~~

~~Hall will constitute advertisement for quotes.~~ The names of the businesses submitting quotes and the date and amount of each quote shall be recorded and maintained as a public record. Formal quotes will be given a tracking number and date for opening.

5. All purchases and award of contracts in excess of seventy- forty five thousand dollars (~~\$45,000.00~~ \$75,000.00) annually must be approved by the city commission before the purchase is made by the purchasing manager or ~~his~~ their designee.
 6. On an annual basis, upon release of the December Report of the Consumer Price Index for All Urban Users, All items for Miami-Ft. Lauderdale, a staff review of the cumulative effects of inflation on the level of authority delegated to the purchasing manager will be performed. Using the December, 2018 report of this index as the base, inflationary effects which would cause delegated authority to erode by ten ~~five~~ thousand dollars (~~\$5,000.00~~ \$10,000.00) or greater would cause an automatic increase in ten ~~five~~ thousand dollar (~~\$5,000.00~~ \$10,000.00) increments to the delegated authority of the purchasing manager not to exceed the inflationary effects.
- (4) Award contracts for the purchase of commodities and contractual services which are exempt from the requirements of formal competitive procurement pursuant to subsection 2-305.1(2) herein, when the total cost thereof does not exceed seventy- forty five thousand dollars (~~\$45,000.00~~ \$75,000.00); provided, however, that the purchasing manager shall have no authority to make emergency procurements above that amount.
- (5) Renew all contracts below seventy- forty five thousand dollars (~~\$45,000.00~~ \$75,000.00) for commodities and contractual services provided that the following criteria are all satisfied.
- * * * *
- (7) Sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the city either by sale, barter or exchange, by sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the city. Disposal of surplus or obsolete personal property in excess of seventy- forty five thousand dollars (~~\$45,000.00~~ \$75,000.00) per item shall be made only after approval by the city commission.
- * * * *
- (9) Execute the following types of lease agreements for real property belonging to a public or private entity provided that the term of any such agreement does not

exceed five (5) years and the total amount of rental payments due thereunder does not exceed ~~seventy- forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00):

- a. Self-storage facility rental agreements;
- b. Facility use and license agreements-;
- ~~b. c.~~ Office space and health clinic lease agreements.

All other leases of real property must be authorized and approved by the city commission.

- (10) Notwithstanding any other provision of law, the purchasing manager shall have the limited authority to execute any lease of private property or public property for any amount upon a written certification from the city manager stating the lease of the property is for officer safety and/or wellbeing or is in furtherance of an open and active investigation.

Any written certification shall only be valid if approved by the city attorney. Nothing in this subsection ~~herein~~ shall prohibit the city manager from executing a lease of private or public property so long as the aforementioned written certification of the city manager with approval of the city attorney is filed with the city's original copy of the lease documents.

The city manager shall promptly notify the city commission orally or in writing if the yearly expenditure of rents for a lease exceeds ~~seventy- forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00). Any communication made shall not create a danger to the safety and/or wellbeing of police officers or jeopardize an open and active police investigation.

- (11) Notwithstanding any other provision of law, the purchasing manager shall have the limited authority to execute any agreement for the procurement of goods and/or services for any amount upon a written certification from the city manager stating good and/or service is for officer safety and/or wellbeing or is in furtherance of an open and active investigation.

Any written certification shall only be valid if approved by the city attorney. Nothing in this subsection ~~herein~~ prohibit the city manager from executing an agreement for the procurement of goods and/or services so long as the aforementioned written certification of the city manager with the approval of the city attorney is filed with the city's original copy of the agreement.

The city manager shall promptly notify the city commission orally or in writing if the total cost for the good and/or service exceeds ~~seventy- forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00). Any communication made shall not create a danger to the safety and/or wellbeing of police officers or jeopardize an open and active police investigation.

(12) Notwithstanding any other provision of law, the purchasing manager shall have the limited authority to execute any agreement for the procurement of goods and/or services for any amount upon a written certification from the city manager stating the good and/or service is for cybersecurity, as is defined by Section 282.0041, *Florida Statutes*, as may be amended from time to time.

Any written certification shall only be valid if approved by the city attorney. Nothing in this subsection shall prohibit the city manager from executing an agreement for the procurement of goods and/or services so long as the aforementioned written certification of the city manager with the approval of the city attorney is filed with the city's original copy of the agreement.

The city manager shall promptly notify the city commission orally or in writing if the total cost for the good and/or service exceeds seventy-five thousand dollars (\$75,000.00).

Sec. 2-304. Delegation of purchasing authority to award and execute contracts.

* * * *

Sec. 2-305. Competitive procurement required.

All initial awards of contract for commodities and contractual services when the estimated total annual cost thereof shall exceed seventy- ~~forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00) shall be awarded by the city commission through the process of competitive, sealed bidding, competitive request for proposals or request for letters of interest except as otherwise provided herein.

Sec. 2-305.1. Exceptions to competitive procurement requirement.

The following are exempt from the requirements of formal competitive procurement.

(1) *Sole source procurement.*

* * * *

(c) All sole source procurements where the cost of the commodities or contractual services exceeds seventy- ~~forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00) shall be authorized by the city commission.

(2) *Emergency procurements.* The city manager may make emergency procurements of commodities or contractual services where the cost exceeds seventy- ~~forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, provided, however, that such emergency procurements shall be made with

such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the commodity or contractual service procured under this contract, and the number of the purchase order, if any. The city commission must be notified, after the fact, of such procurements in excess of seventy- forty five thousand dollars (~~\$45,000.00~~ \$75,000.00) at the next scheduled city commission meeting. In any event any increase over the original amount of an emergency procurement reported to the city commission exceeding ten (10) per cent must be reported to the city commission to be noted for the record.

- (3) *Purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and other Government Agencies in the United States, or local, state or national cooperative purchasing groups. All purchases of commodities or contractual services under the federal government, the State of Florida or its political subdivisions and other Government Agencies in the United States, or local, state or national co-operative purchasing groups shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:*

* * * *

- (d) The city commission authorizes such procurement when the cost of the commodities or contractual services exceeds seventy- forty five thousand dollars (~~\$45,000.00~~ \$75,000.00).

- (4) *Exempt contractual services not subject to the competitive procurement requirement:*

* * * *

- g. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like, provided, however that and expressly includes contracts for instructors, teachers, coaches, aides, and assistants for the teaching of art. ~~for artistic instructors, coaches, teachers, aides and assistants, are deemed contractual services subject to the requirements of competitive procurement.~~

- i. Repairs, mMaintenance service, or renovation of equipment. When considered to be in the best interest of the city and recommended by the using department and the services to be performed are by the equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment or when at least three (3) responsible services have been evaluated the services may be procured without bid.

- j. Advertising.
- k. Utilities including but not limited to electric, water, ~~and~~ telephone, wireless communications, internet, emergency communication systems, and public radio systems.

* * * *

- (5) *Critical officer safety operations.* The city manager, upon written request of the police chief and approval of the city attorney may make procurements of commodities or contractual services where the cost exceeds seventy- ~~forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00) in any of the following circumstances:

* * * *

- (c) The city manager shall promptly notify the city commission orally or in writing that there was an expenditure of over seventy- ~~forty~~ five thousand dollars (~~\$45,000.00~~ \$75,000.00) was made for a critical officer safety operation. Any communication made shall not create a danger to the safety and/or wellbeing of police officers or jeopardize an open and active police investigation.

(6) *Cybersecurity.* The city manager, upon written request of the director of the information technology and approval of the city attorney may make procurements of commodities or contractual services for cybersecurity, as defined by Section 119.0725, Florida Statutes, as may be amended from time to time, where the cost exceeds seventy-five thousand dollars (\$75,000.00) in any the following circumstances:

- (a) Engaging in competitive solicitation would create a danger or damage or continue to damage to critical information technology infrastructure; or
- (b) Engaging in competitive solicitation is impractical due to a cybersecurity incident response.
- (c) The city manager shall promptly notify the city commission orally or in writing that there was an expenditure of over seventy-five thousand dollars (\$75,000.00) for cybersecurity.

- (7)(6) *Waiver by the city commission.* The city commission, by simple majority vote, may waive the competitive procurement process upon the written recommendation of the city manager that the process of competitive procurement is not in the best interest of the city. Any such contract where the competitive procurement process has been waived shall not appear on the consent agenda for approval.

Sec. 2-306. Formal competitive procurement procedure.

- (a) *Public notice.* Public notice of the invitation to bid or the request for proposals shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of bids or proposals. Such notice shall be given by publication in a newspaper of general circulation in the city of Coral Springs. The notice shall state the place, date and time of the bid or proposal opening.

* * * *

- (f) *Proposal opening.* When the request for proposals procedure is utilized, the proposals shall be opened at the time and place designated in the public notice of the request for proposals. A register of proposals shall be prepared and maintained by the purchasing manager containing the name of each offeror.

- (1) Bidders will be permitted to observe but not participate in the shortlist meeting and post presentation discussions conducted by the evaluation committee.
- (2) Bidders will be excluded from meetings during any portion of a meeting that is exempt pursuant to Section 286.0113, *Florida Statutes*.
- (3) Bidders may request the presentation recordings and proposal copies once those records lose their records exemption in accordance with Section 119.071, *Florida Statutes*, as may be amended from time to time.

* * * *

- (k) *Protests.* A bidder who believes that they have been treated unfairly during the competitive procurement process may file a complaint with the Purchasing Manager subject to the following process:

- (1) The Purchasing Manager shall notify bidders, either through electronic mail or first class mail, that they were not selected.
- (2) Bidders who believe they have been treated unfairly during the competitive procurement process may file a complaint with the Purchasing Manager. Complaints must be in writing, state with specificity the grounds for the complaint, and be signed by the bidder or a representative of the bidder.
- (3) If the complaint is received after 5:00 PM on the fifth (5th) business day after the City sent notice that the bidder was not selected, then the complaint will be deemed untimely, and the Purchasing Manager may not investigate the complaint.
- (4) If the complaint is received before 5:00 PM on the fifth (5th) business day after the City sent notice that the bidder was not selected, the Purchasing Manager shall

investigate the complaint, as far as their resources allow, and determine the validity of the complaint.

- (5) If the complaint is not resolved by mutual agreement of the Purchasing Manager and the bidder, the Purchasing Manager shall promptly issue a decision in writing after consulting with the City Attorney.
- (6) The decision of the Purchasing Manager on the complaint shall be final. A copy of the decision shall be delivered either by electronic mail or mail to the protesting bidder, the City Manager, and any other involved party.

Sec. 2-307. Award of contract.

- (a) *Competitive bid procedure.* The contract shall be awarded with reasonable promptness to the most responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid except as otherwise provided herein.

* * * *

- (d) *Discussion with responsible offerors and revisions to proposals.* The evaluation committee may ~~shall~~ conduct discussions with ~~at least the two (2)~~ best qualified offeror(s). The scope of discussion shall include, but not be limited to, the qualification of the offerors and any additional information deemed necessary by the evaluation committee.

* * * *

Sec. 2-310. Supplier's list.

The purchasing manager will solicit bids and proposals from all responsible prospective suppliers who are utilizing the City's e-bidding system ~~have requested that their names be added to a "supplier's list"~~ and who have indicated the types of commodities and contractual services they can provide. The purchasing manager will maintain this listing, which will be organized by the trade or profession indicated by the supplier. When commodities or contractual services are needed, the city will send invitations to bid or request for proposals to those on the supplier's list who have made known to the city that they can supply those types of commodities and contractual services. Solicitation shall be made by sending the listed suppliers a copy of the appropriate newspaper notice or other such notice as will acquaint them with the proposed purchase.

* * **

SECTION 3. The Purchasing Manager shall adopt the amendments provided for in this Ordinance into the Procurement Policy.

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Code of the City of Coral Springs; and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED ON SECOND READING THIS ____ DAY OF _____, 2024.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____
Motion /2nd

		Yes	No
____	MAYOR BROOK	____	____
____	VICE MAYOR CERRA	____	____
____	COMMISSIONER CARTER	____	____
____	COMMISSIONER METAYER BOWEN	____	____
____	COMMISSIONER SIMMONS	____	____



City of Coral Springs Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the City's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title and File ID # of proposed ordinance:

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the City;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur.

- (b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

- (c) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

Prepared by: _____
Print name and title

Signature and Date

Summary Sheet

Agenda Item: 8.

Meeting Date: March 6, 2024

Subject: Conditional Use Petition (CA23-0006) Sawgrass Storage (Tina Jou)

Requested Action: Request to hold quasi-judicial hearing and public hearing to consider petition of Rod Feiner on behalf of AGI 42nd Street Owner, LLC, seeking Conditional Use approval in accordance with Land Development Code Section 250638 (Conditional Uses) to permit construction of a parking lot for the storage of trucks and trailers within the Industrial, Research and Development (IRD) zoning districts, located at 12101 NW 42nd Street, legally described as a portion of the Northeast One-Quarter (N.E. ¼) OF SECTION 18, Township 48 South, Range 41 East; and if approved, authorize the City Attorney's Office to draft an order for CA23-0006 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CA23-0006) (REQUEST TO HOLD QUASI-JUDICIAL HEARING AND PUBLIC HEARING, CONSIDER, AUTHORIZE, AND ADOPT)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: [Staff Summary](#)

[#1 - Petition CA23-0006 with backup](#)

[#2 - Site Map](#)

[#3 - Aerial Map](#)

[#4 - Proposed Site Plan, Landscape Plan, and Color Elevations](#)

[#5 - Letter from City's Traffic Consultant, Traf Tech Engineering, Inc.](#)

Presenting: Tina Jou

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: March 6, 2024
Department: Development Services/
Community Development
Initiated By: Tina Jou
DOC ID:1985

SUBJECT: Conditional Use Petition (CA23-0006) Sawgrass Storage

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold quasi-judicial hearing and public hearing to consider petition of Rod Feiner on behalf of AGI 42nd Street Owner, LLC, seeking Conditional Use approval in accordance with Land Development Code Section 250638 (Conditional Uses) to permit construction of a parking lot for the storage of trucks and trailers within the Industrial, Research and Development (IRD) zoning districts, located at 12101 NW 42nd Street, legally described as a portion of the Northeast One-Quarter (N.E. ¼) OF SECTION 18, Township 48 South, Range 41 East; and if approved, authorize the City Attorney's Office to draft an order for CA23-0006 and adopt said order. Funding Source: Not applicable. Strategic Goal: A Family-Friendly Community. (CA23-0006) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, CONSIDER, AUTHORIZE, AND ADOPT)

LOCATION: 12101 NW 42nd Street (See Location Map)

PRIOR ACTION:
02/12/2024 P&Z voted (4-0) to forward a favorable recommendation, with conditions, of CA23-0006 relative to the construction of the proposed truck and trailer storage.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

1. **HOLD A QUASI-JUDICIAL HEARING AND PUBLIC HEARING AND CONSIDER CA23-0006 IN ACCORDANCE WITH LAND DEVELOPMENT CODE SECTION 250568 TO PERMIT CONTRUCTION OF A PARKING LOT FOR THE STORAGE OF TRUCKS AND TRAILERS:**
 - A. **THE PETITIONER SHALL INSTALL A PAVEMENT DESIGN IN ACCORDANCE WITH FDOT STANDARDS BASED ON HEAVY DUTY VEHICULAR USE ALONG THROUGHOUT THE SITE. THIS DESIGN AND SUPPORTING TRAFFIC LOADING CALCULATIONS SHALL BE SUBMITTED TO THE CITY PRIOR TO OBTAINING DRC SIGN OFF FOR THE AFFECTED PROPERTY;**
 - B. **THE PETITIONER SHALL SUBMIT A REPORT TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO OBTAINING DRC SIGNOFF THAT INCLUDES A STUDY OF THE STRUCTURAL INTEGRITY OF NW 42ND STREET, FROM THE WESTERNMOST PORTION OF NW 42ND STREET TO NW 120TH AVENUE, WHICH REFLECTS THE NUMBER AND FREQUENCY OF TRIPS FOR HEAVY DUTY VEHICLES/TRUCKS AS PROVIDED IN THE TRAFFIC IMPACT ANALYSIS. SHOULD THE STUDY FIND THE STRUCTURAL INTEGRITY OF NW 42ND STREET IS DIRECTLY AFFECTED BY THE PROJECT, THE PETITIONER SHALL CONTRIBUTE THEIR PROPORTIONATE SHARE FOR PAVEMENT IMPROVEMENTS PRIOR TO OBTAINING BUILDING PERMIT ISSUANCE;**
 - C. **SITE SHALL BE FOR THE STORAGE OF OPERABLE TRUCK CABS AND TRAILERS ONLY. IF THE USE IS CHANGED TO INCLUDE STORAGE OF FLEET FOR LAST MILE DELIVERIES, SITE PLAN AND/OR CONDITIONAL USE APPROVAL MODIFICATION SHALL BE REQUIRED. LAST MILE DELIVERY SHALL BE DEFINED AS THE MOVEMENT OF GOODS FROM A TRANSPORTATION OR DISTRIBUTION HUB TO THE FINAL DELIVERY DESTINATION. IF ADDITIONAL USES ARE PROPOSED, APPLICANT SHALL REVISE TRAFFIC STUDY TO SATISFACTION OF STAFF PRIOR TO SUBMITTAL OF SITE PLAN AND/OR CONDITIONAL USE MODIFICATION;**

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024

Subject: Sawgrass Storage - Conditional Use (CA23-0006)

- D. DRIVERS MAY NOT REMAIN ON SITE MORE THAN 5 CONSECUTIVE HOURS AT A TIME. NO OVERNIGHT STAYS SHALL TAKE PLACE IN THE CABS;
 - E. IN THE EVENT THE SECURITY GATE AT THE ENTRANCE OF THE PROPERTY IS REMOVED OR BECOMES INOPERABLE, THE SITE MUST BE MANNED BY A SECURITY GUARD 24 HOURS A DAY, 7 DAYS A WEEK;
 - F. THE PETITIONER SHALL WORK WITH THE CITY'S POLICE DEPARTMENT TO PROVIDE A SECURITY SYSTEM THAT WILL CONNECT TO THE CITY'S REAL TIME CRIME CENTER. INSTALLATION OF EQUIPMENT SHALL OCCUR PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY (C/O) OR CERTIFICATE OF COMPLETION (C/C);
 - G. THE PROPERTY OWNER SHALL ENTER INTO AN AGREEMENT WITH THE CITY TO MONITOR THE LONG-TERM MAINTENANCE OF LANDSCAPING AND SUBMIT A CASH BOND IN THE AMOUNT OF 50% OF THE FAIR MARKET VALUE OF NEW PLANTING MATERIAL PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY (C/O) OR CERTIFICATE OF COMPLETION (C/C);
 - H. LARGER TREES SHALL BE INSTALLED ON SITE AT A HEIGHT BETWEEN 14-16 FEET;
 - I. IF MAINTENANCE, WASHING, AND REPAIR USES ARE ADDED IN THE FUTURE, THE SITE WILL REQUIRE AN ENCLOSED BUILDING TO BE ADDED ON SITE AND SITE PLAN MODIFICATION.
 - J. CONTRIBUTE THE PROPORTIONATE SHARE AMOUNT OF \$1,561.16 (ACCT# 890-00-0000-220-220004) FOR THE STRATEGIC TRANSPORTATION EVALUATION PLAN (STEP) PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY (C/O) OR COMPLETION (C/C);
 - K. THE PROJECT SHALL BE SUBSTANTIALLY DEVELOPED ACCORDING TO THE ATTACHED SITE PLAN WITH THE CONDITIONS DESCRIBED IN THIS MEMORANDUM;
 - L. THE PETITIONER SHALL PROVIDE NINETY DAY NOTICE TO ALL EXISTING TENANTS/LEASEES PRIOR TO TERMINATING LEASES TO ACCOMMODATE PROPOSED REDEVELOPMENT OF SITE;**
 - M. UPON SUBSTANTIAL COMPLETION, THE CONDITIONAL USE SHALL RUN WITH THE LAND AND MAY BE TRANSFERRABLE FROM ONE OWNER TO ANOTHER; AND
2. IF APPROVED, AUTHORIZE THE CITY ATTORNEY'S OFFICE TO DRAFT AN ORDER FOR CA23-0006 AND ADOPT SAID ORDER.

42 property owners have been notified.

Attachments:

- #1 – Petition CA23-0006 with backup
- #2 – Site Map
- #3 – Aerial Map
- #4 – Proposed Site Plan, Landscape Plan, and Color Elevations
- #5 – Letter from City's Traffic Consultant, Traf Tech Engineering, Inc.

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Sawgrass Storage - Conditional Use (CA23-0006)

SUBJECT: PETITION OF ROD FEINER ON BEHALF OF AGI 42ND STREET OWNER, LLC FOR CONDITIONAL USE APPROVAL FROM SECTION 250638 (CONDITIONAL USES) OF THE LAND DEVELOPMENT CODE FOR CONSTRUCTION OF A PARKING LOT FOR THE STORAGE OF TRUCKS AND TRAILERS IN THE INDUSTRIAL, RESEARCH, AND DEVELOPMENT (IRD) ZONING DISTRICT, LOCATED AT 12101 NW 42ND STREET, LEGALLY DESCRIBED AS A PORTION OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 41 EAST.

GENERAL INFORMATION:

PETITIONER: Rod Feiner on behalf of AGI 42nd Street Owner, LLC

LOCATION: 12101 NW 42nd Street (See Location Map)

LEGAL DESCRIPTION: A portion of the Northeast one-quarter (N.E. 1/4) OF SECTION 18, Township 48 South, Range 41 East.

ACREAGE: 4.88 acres

LAND USE: Industrial

ZONING: Industrial, Research, and Development (IRD)

ADJACENT ZONING/LAND USES:

North: Industrial Complex known as Sawgrass East, zoned Industrial, Research and Development (IRD)

South: NW 42nd Street (22-foot right-of-way), the Coral Springs Fire and Police Departments' training facilities, zoned Community Facility General (CF-G)

East: Industrial Office and Warehouse, zoned Industrial, Research and Development (IRD)

West: Coral Springs Fire and Police Departments' training facilities, zoned Community Facility General (CF-G)

BACKGROUND / DESCRIPTION

Rod Feiner, on behalf of the owner, AGI 42nd Street Owner, LLC is requesting Conditional Use approval for the construction of surface parking for the storage of trucks and trailers. The subject property is currently an existing storage facility for boats, commercial vehicles, and recreational vehicles mostly accommodating residents and business owners that serve Coral Springs. The property is located northeast of the Coral Springs Police and Fire Departments' Training Facilities, at the west terminus of NW 42nd Street.

The Petitioner is proposing to reconstruct the 4.88-acre site to provide an improved outdoor truck and trailer storage facility, with the intention of leasing the parking to one, large-scale national tenant rather than multiple local business owners and residents. The 111-space truck and trailer storage is proposed to be unmanned and secured by an electric security gate.

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Sawgrass Storage - Conditional Use (CA23-0006)

ANALYSIS

Land Development Code (LDC) Section 250638(2) requires Conditional Use approval for the rental and/or storage of motor vehicles, motor homes, boats, trucks and trailers in the Industrial, Research, and Development (IRD) Zoning District. Said establishments are subject to the following conditions:

- a. New or used motor vehicles, motor homes, boats, trucks and trailers, offered for rent shall occupy not more than one-half (½) of the lot on which the business is located.
- b. Any business which permits the rental and/or storage of motor vehicles, trucks and trailers, motor homes and boats bearing signs, painted or otherwise affixed to the vehicles which signs advertise a franchiser or company name shall store such vehicle within a completely enclosed building or shall provide a vehicle storage area as set forth below. All motor vehicles, motor homes, boats, trucks or trailers bearing such signs must be stored within this vehicle storage area or in the enclosed building.
- c. Vehicular storage areas must be screened on all sides providing for necessary ingress and egress by a solid eight-foot-high masonry wall. The landscape area outside the wall shall consist of a two-foot-high continuous hedge at the time of planting and a tree every twenty (20) feet with a minimum height of twelve (12) feet and a spread of six (6) feet at planting.
- d. All maintenance, washing and repairs must be within an enclosed area.

Based on the proposed project, Conditions b. and c. above apply to the site. The vehicular storage area will be enclosed with a solid eight-foot-high masonry wall with landscaping on the exterior containing a two-foot-high continuous hedge and trees. No other activities are proposed on the site.

While the site is proposed to be used for the storage of trucks and trailers, the intent includes the potential for daily trips on site and therefore, Staff requested submittal of a traffic impact analysis. Based on the City's traffic consultant's review of the analysis, minimal increase in vehicular trips is expected to the existing roadway system. Due to the nature of the use, Staff is also recommending the Petitioner install a security system that will be connected to the City's Real Time Crime Center and work with the Police Department to ensure the safety of the site and surrounding area.

CRITERIA FOR CONDITIONAL USE APPROVAL

According to LDC Section 250153, an application for conditional use approval may be granted if the City Commission makes a finding that the following requirements, including all LDC requirements, have been met:

1. That the use does not negatively impact adjacent residential areas or other existing proposed uses.

The subject property is located in the Commerce Park which is zoned Industrial, Research, and Development (IRD). The project is surrounded by other industrial businesses in the Commerce Park and immediately adjacent to the City Police and Fire Departments' Training Facilities. The closest residential uses are located approximately 800 feet to the north, across Wiles Road and 1,900 feet to the east, across Coral Ridge Drive. The proposed

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parking area will be screened with a wall and landscaping in order to mitigate any impacts to adjacent properties.

The proposed development is not expected to negatively impact residential areas as the nearest residence is approximately 800 feet from the subject property. The City's traffic consultant has reviewed the traffic impact analysis and concurs with the findings that minimal traffic impacts are expected to the adjacent roadways. However, staff is concerned with the nature of the use and its close proximity to the Police and Fire Departments' Training Facilities since it will generate an increase in traffic from the existing use. Recommended conditions of approval are provided on page 1 to address the concerns.

2. The use furthers the goals, objectives and policies of the Comprehensive Plan.

These uses are allowed with conditional use approval in the Industrial, Research, and Development (IRD) Zoning District, but does not further the following goals, objectives and policies of Goal 4.0.0: To provide a single, unified area for an industrial center called the Coral Springs Commerce Park that expands and intensifies the economic base of the City and generates local employment.

Objective 4.1.0: The City shall direct industrial redevelopment to the appropriate areas as depicted on the Future Land Use Plan Map. The intensity and character of redevelopment shall be regulated by zoning consistent with the following standards relating to location, function, and character.

Policy 4.1.1: The City shall maintain in the land development regulations that industrial land uses shall have the following characteristics:

1. Contribute to the economic growth and self-sufficiency of the City;
2. Be located so as not to disturb residential areas;
3. Promote corporate and business park development geared to employment generating light industrial, office, research and development, and complementary commercial uses;
4. Be located with convenient access to major transportation facilities;
5. Provide adequate parking and loading areas;
6. Provide other needed commercial services for the Commerce Park employees.

The site has been operating as an outdoor storage facility, adjacent to other industrial uses and the City's training center for its Police and Fire Departments. While the type of storage varies throughout the site, the business has primarily catered to residents and local business owners, providing a location for many to store their recreational vehicles and watercrafts. According to the Petitioner, the proposed use will provide storage space for a national large-scale company such as City Furniture, located outside of the Commerce Park and the City. The tenant would not be based out of the City or cater to the local community as it currently does.

Goal 4.0.0 of the Coral Springs Comprehensive Plan states the Industrial Park shall expand and intensify the economic base of the City and generate local employment. Since the proposed development will replace the current business operation which provides a location for local businesses and the community to store commercial and recreational vehicles, it will

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not be supporting local businesses. Further, the proposed business operation will employ an off-site and on-call property management company.

A similar use (CA22-0009) was approved in the Commerce Park by City Commission recently; however, the nature of this petition differs due to its central location, and it will not directly support the Commerce Park. Additionally, since the other project is under construction and not yet operating, its full impact on the Commerce Park is not known.

Based on the proposed operational plan, the proposed use is not expected to increase or generate local employment. While promoting economic growth on a regional and national level, the use does not increase economic growth and self-sufficiency in the City. From the Petitioner's justification, sufficient explanation has not been provided to demonstrate compliance with this criterion.

3. The use satisfies buffering requirements.

Landscaping will be incorporated along the perimeter of the property with the installation of shrubs and large trees ranging in height between 14-16 feet to enhance the property and provide the necessary screening and buffering to the adjacent properties. The proposed landscape will help enhance the overall aesthetics of the property with consistent buffering and screening material. The provided landscaping is appropriate for the type and style of the development and is consistent with the landscape existing in the Commerce Park.

CONCLUSION

Based on the above analysis, Staff finds the Conditional Use petition satisfies the criteria in Section 250153 of the LDC, subject to conditions. Staff recommends the Planning and Zoning Board forward a recommendation with the conditions listed on page 1 to the City Commission relative to CA23-0006.

INTERVENING ACTION FROM THE FEBRUARY 12, 2024 PLANNING & ZONING BOARD MEETING

During the meeting, the Board raised concerns regarding the landlord providing adequate notice to existing tenants of the storage facility, as many residents and local business owners lease spaces for their boats, commercial vehicles, and RVs. As a result, the Board requested Condition L be added to address their concerns.

The Planning and Zoning Board unanimously voted (4-0) to forward a favorable recommendation, subject to the conditions on pages 1 and 2, for CA23-0006 to the March 6, 2024 City Commission meeting.



Hover form fields for instructions.

Conditional Use Approval (CA) Petition

Petitioner Information

AGI 42nd Street Owner LLC c/o 9547613636 Owner
Name Rod Feiner, Esq. - Coker and Feiner Phone Petitioner's relationship to property
Street address Corporate Trust Center - 1209 Orange Street
City Wilmington State Florida ZIP Code 19801
Email rafeiner@coker-feiner.com (agent)

Property Owner Information (if different from petitioner)

Name Phone
Street address
City State Florida ZIP Code
Email

Property Information

18-48-41 POR NE 1/4 DESC AS COMM NEW COR PAR F OF ⁺ IRD
Legal description Current zoning
Storage of Trucks and Trailers Section 250638 (2)
Requested conditional use Code section citation

According to Section 250153 of the Coral Springs Land Development Code, a CONDITIONAL USE shall be granted only after a finding that the following requirements are met (including those specified in other areas of the code).

How does this proposed use NOT negatively impact adjacent residential areas?

Please see attached justification statement.

How does this proposed use NOT negatively impact other existing or proposed uses?

Please see attached justification statement.

How does this proposed use further the goals, objectives, and policies of the Coral Springs Comprehensive Plan?

Please see attached justification statement.

How does this proposed use satisfy all other requirements provided within the Coral Springs Land Development Code relative to that conditional use?

Please see attached justification statement.

APPLICATION IS NOT COMPLETE AND WILL NOT BE PROCESSED UNTIL THE FOLLOWING ARE PROVIDED AND DEEMED COMPLETE BY THE PLANNING DEPARTMENT:

- Site, landscape, and buffer plans of subject property for actual submission to Planning & Zoning Board, including CD containing digital copies of all documents in PDF file.
- Two (2) 11"x17" sets of site plan of subject property.
- Proposed hours of operation.
- Proposed use restrictions.
- Consent of owner(s), including proof of ownership.
- \$4,008.42 petition fee. Plus, recordation, property notification and legal advertising costs will be determined by the City Clerk upon filing.

This is to certify that I am the owner of the subject property described in the Conditional Use Petition. I have read this petition and the statements contained herein are true and correct to the best of my knowledge.

SIGN HERE

Owner signature/date

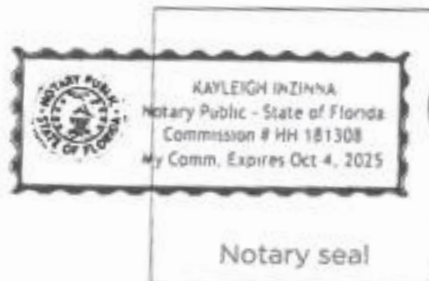
As owner, I authorize the following party to act as my agent in this matter.

Rod Feiner 954-761-3636
Authorized agent name Phone

Street address 1404 South Andrews Avenue
City Fort Lauderdale State Florida ZIP Code 33316

Notary Public

The foregoing instrument was acknowledged before me on 11/14/23
by means of: ☒ physical presence ☐ online notarization ☒ took an oath ☐ did NOT take an oath
☐ personally known ☒ produced identification ID type FL Drivers License



SIGN HERE

Notary signature/date

My commission expires 10/4/2025[Submit by Email](#)**To be completed by the Community Development Division**

M. Smith
Accepted by

CA 23-0006
Petition number

11/17/2023
Date Filed

AGI 42nd Street Owner LLC

Conditional Use Justification Statement

AGI 42nd Street Owner LLC (“Petitioner”) is the owner of the +/- 4.888-acre parcel, located on the north side of NW 42nd Street, west of NW 120th Avenue (Folio 484118000210) (“Property”), in the City of Coral Springs (“City”). The Property is designated Industrial on the City’s Future Land Use Map and is zoned Industrial Park – Industrial, Research and Development District (IRD). The Property is currently used as an outdoor storage facility and the tenants are primarily individuals who store cars, boats and recreational vehicles. Petitioner is proposing to upgrade the Property with paved parking and designated areas for the trucks and trailers with a single tenant (“Project”).

The proposed use will provide growth to the local economy with a single national tenant planning to expand their operations in South Florida. Pursuant to Section 250368(2) of the City’s Land Development Code (“Code”), the storage of motor vehicles, trucks and trailers are permitted within the IRD district, subject to conditional use approval. The site is located in close proximity to the Sawgrass Expressway, providing convenient access and ideal for regional distribution. Unlike a truck depot, truck stop, or rest area, the proposed use will offer long-term, multi-year leases to a single tenant. Additionally, all vehicles stored on the Property will be operable and no loading or unloading allowed. The Property will be secured with gate access and all the trailers will be empty when stored on site.

In accordance with Section 250153(6) of the City’s Code, the Project complies with the criteria for conditional use approval. More specifically, Petitioner will demonstrate the following: (a) the use does not negatively impact adjacent residential or other existing or proposed uses; (b) the use furthers the goals, objectives and policies of the comprehensive plan; (c) the use satisfies buffering requirements outlined below: when a conditional use is permitted within an R zoned plot, buffer areas shall be required for the plat requesting the conditional use except where the plot abuts a non-residential use or there is a road right-of-way, for at least a collector roadway between the uses. Buffering requirements shall also apply to non-residential uses within

residential districts. Where the conditional use is located in a residential zoning district that directly abuts a more intense R zoned plot, the buffering requirement indicated for the more intense R zoned plot shall apply. Buffer areas shall be landscaped in accordance with the provisions established in this chapter.

(a) The proposed use does not negatively impact adjacent residential or other existing or proposed uses.

The proposed use will not negatively impact adjacent residential areas. The Property surrounded by commercial and industrial uses and is not located in proximity to any residential areas. The closest residential development is over 900 ft to the north of the Property on the north side of Wiles Road and is substantially buffered by other buildings south of Wiles Road and an existing canal. As such, the Project will not negatively impact adjacent residential areas. Furthermore, the Project will not negatively impact other existing or proposed uses. The Property is located within the City's Industrial district and already operating as a truck and trailer parking facility. The use is compatible with the existing industrial and corporate uses. Through screening with a wall and significant landscaping as required by the Code, Petitioner is proposing to minimize any impacts on adjacent properties.

(b) The proposed use furthers the goals, objectives and policies of the comprehensive plan.

The Project furthers the goals, objectives and policies of the City's Comprehensive Plan. The Project complies with the following goals, objectives and policies:

Goal 4.0.0. - To provide a single, unified area for an industrial center called the Coral Springs Commerce Park that expands and intensifies the economic base of the City and generates local employment.

The Property is zoned Industrial on the City's Future Land Use Map. The Project will attract a national tenant to expand their operation in the South Florida area, including the City of Coral Springs.

Objective 4.1.0. The City shall direct industrial redevelopment to the appropriate areas as depicted on the Future Land Use Plan Map. The intensity and character of

redevelopment shall be regulated by zoning consistent with the following standards relating to location, function, and character.

The intensity and character of the Project does not change from the existing use of motor vehicle storage. The only change will be the type of tenants and the upgrade and renovation of the property to the current land development code.

(c) the use satisfies buffering requirements outlined below: when a conditional use is permitted within an R zoned plot, buffer areas shall be required for the plat requesting the conditional use except where the plot abuts a non-residential use or there is a road right-of-way, for at least a collector roadway between the uses. Buffering requirements shall also apply to non-residential uses within residential districts. Where the conditional use is located in a residential zoning district that directly abuts a more intense R zoned plot, the buffering requirement indicated for the more intense R zoned plot shall apply. Buffer areas shall be landscaped in accordance with the provisions established in this chapter.

These buffering requirements do not apply to the Property as it is not located on an R zoned plot. The Property is designated Industrial on the City's Future Land Use Map and is zoned IRD, Industrial Park – Industrial, Research and Development Districted. The adjacent lands to the north, south, east and west of the Property are also designated Industrial and not zoned residential.

(c) The proposed use satisfies all other requirements provided within the Coral Springs Land Development Code relative to the conditional use.

(a) New or used motor vehicles, motor homes, boats, trucks and trailers, offered for rent shall occupy not more than one-half of the lot on which the business is located.

This does not apply to the Project because no motor vehicles, motor homes, boats, trucks and trailers are offered for rent.

(b) Any business which permits the rental and/or storage of motor vehicles, trucks and trailers, motor homes and boats bearing signs, painted or otherwise affixed to the vehicles which signs advertise a franchiser or company name shall store such vehicle

within a completely enclosed building or shall provide a vehicle storage area as set forth below. All motor vehicles, motor homes, boats, trucks or trailers bearing such signs must be stored within this vehicle storage area or in the enclosed building.

The Property will be screened in accordance with section (c) of Section 250638 (2) to ensure all the trucks and trailers will be stored within the vehicle storage area meet this requirement.

c) Vehicular storage areas must be screened on all sides providing for necessary ingress and egress by a solid eight-foot high masonry wall. The landscape area outside the wall shall consist of a two-foot high continuous hedge at the time of planting and a tree every twenty (20) feet with a minimum height of twelve (12) feet and a spread of six (6) feet at planting. The Property will be screened on all sides by a fence/wall constructed of material agreed upon by the City. Additionally, Petitioner will provide a substantial landscape area along the perimeter of the Property.

The Property will be screen on all sides with a wall and landscaping required and agreed up on by the City.

d) All maintenance, washing and repairs must be within an enclosed area. This regulation is not applicable to the Project because no maintenance, washing, or repairs will be conducted on the Property.

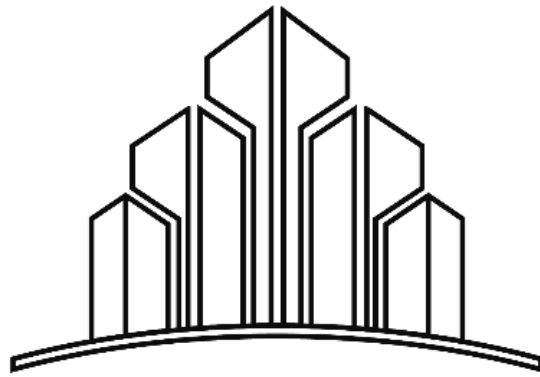
No maintenance, washing and repairs of the trucks and trailers are allowed on the Property.

Petitioner is looking forward to contributing to the growth of the local and regional economy with a single national tenant. The paving and improvements to the Property will only enhance the area. The Petitioner respectfully requests approval of the Conditional Use Application.

ICONIC EQUITIES

Sawgrass Storage

Operational Plan

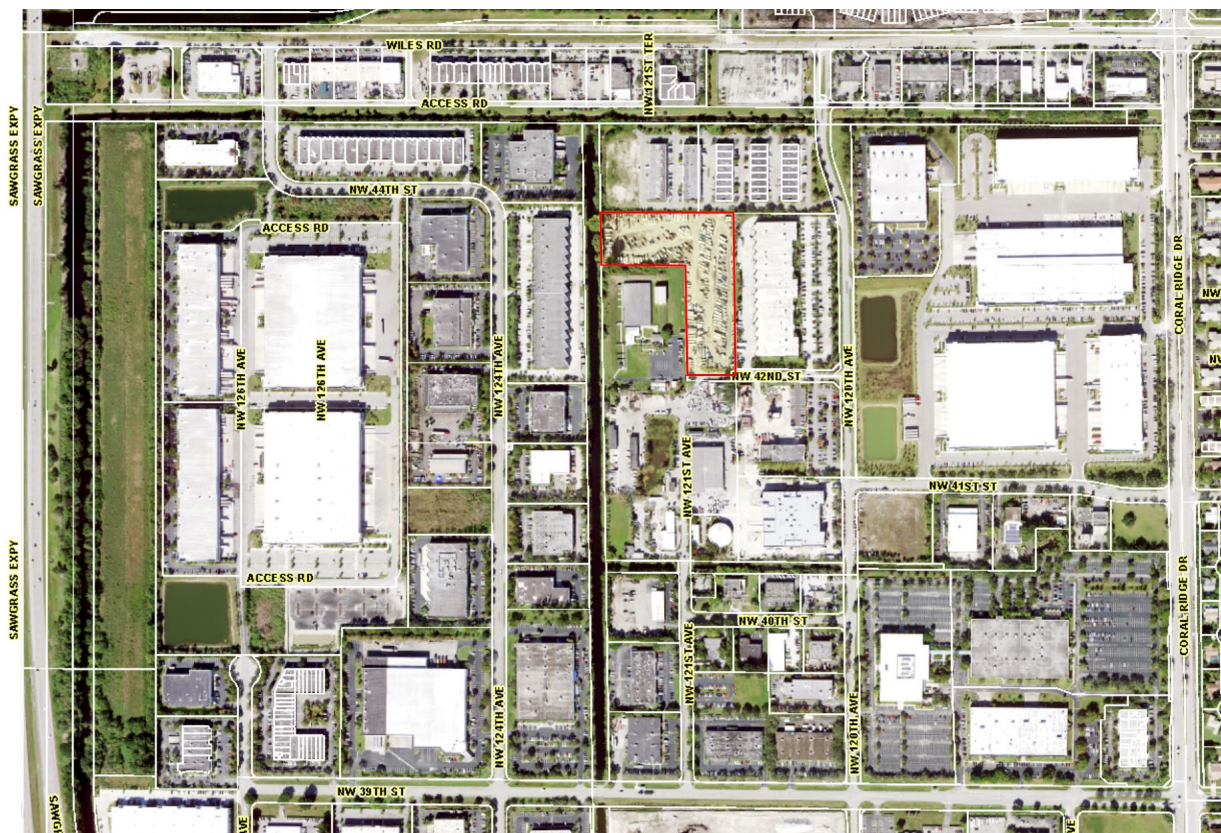


ICONIC EQUITIES

Sawgrass Storage Site Plan

Location:

The 4.888-acre site is located at 12101 NW 42 Street, Coral Springs, FL 33065 and is currently used as a commercial and recreational vehicle storage yard.



Introduction

The purpose of this report is to document the proposed use and operational commitments associated with a vehicle storage use associated with 12101 NW 42 Street, Coral Springs, FL.

Current Use

The property is currently being used as an outdoor storage facility. The primary tenants associated with the current outside storage use are primarily individuals who store cars, boats and recreational vehicles. The tenants are either month-to-month or have short term rental agreements. Some tenants are Coral Springs residents and others are not.

Proposed Project Use/Description

The Owner intends to keep the same use, an outdoor storage facility. The number of vehicles available for storage will actually be decreased due to the Owner's proposed site plan improvements.

The Owner is currently marketing the property for a single tenant who will park their commercial vehicles and trucks on the site for long-term storage and rotation. For instance, a national retailer with a strong local presence who is looking to solve capacity overflow. A more concrete example would be the City Furniture Showroom and Warehouse that is located east of the Sawgrass Expressway. The City Furniture gets deliveries from tractor trailers to its warehouse and showrooms but the trailers are not stored at this site. Instead, they are stored on a vacant land on the opposite side of the Sawgrass Expressway where such tractors can remain for weeks at a time until they are required to either go to the Showroom and Warehouse and make delivery or they leave the storage area to load up and transit to another location. The anticipated use of the site means that trucks and trailers which may be stored on site will not be used for last mile distribution but instead will be used primarily for regional or even national distribution. That is, operations will include the distribution of goods outside of the vicinity of the City of Coral Springs.

It is not the plan for the Owner to engage in individual leases of spaces for the parking of boats or recreational vehicles. Similarly, it is not the intention of the Owner to lease a certain amount of spaces to tenants of the industrial park. The national tenant who is mentioned above is the proposed plan of operations.

Site Operations

Hours of Operation and Site Access

The hours of operation will be from 6:00 a.m. through 8:00 p.m., seven days per week including holidays. No ingress or egress to the site is allowed except during these operational hours.

Access to the site will occur through a gate with a keypad/controlled access. The access pad, even if the code is known, will not allow access to the site except during the hours of operation. This will be communicated to the tenant who is responsible for communicating this to all employees.

Queuing on the streets is not allowed and such language will be part of all lease agreements with the tenant. Tenant shall be responsible for conveying this to their employees with penalties to be imposed upon tenant for violations. Violators shall also be subject to towing. There will be sufficient space for the stacking of vehicles.

The ingress gate has been setback from the property boundary to allow sufficient stacking for the stoppage associated with the customer use of the gate system.

The police and fire department and fire department will have an access code to the ingress/egress gate.

Site Operation

Vehicle operations:

- Trailers: Tractors will enter the property, hitch their cabs to the corresponding trailer and drive out of the site. Drop off will occur in a similar manner.

All trailers are to be and will be empty when parked and stored at the site. There is no loading or unloading of trailers allowed to take place on site. Furthermore, trailers will remain in the storage yard in the storage area an average 10-14 days at a time.

Property Management

While the property will not have permanent on site employees or security, the property will be monitored daily via security cameras to ensure site safety.

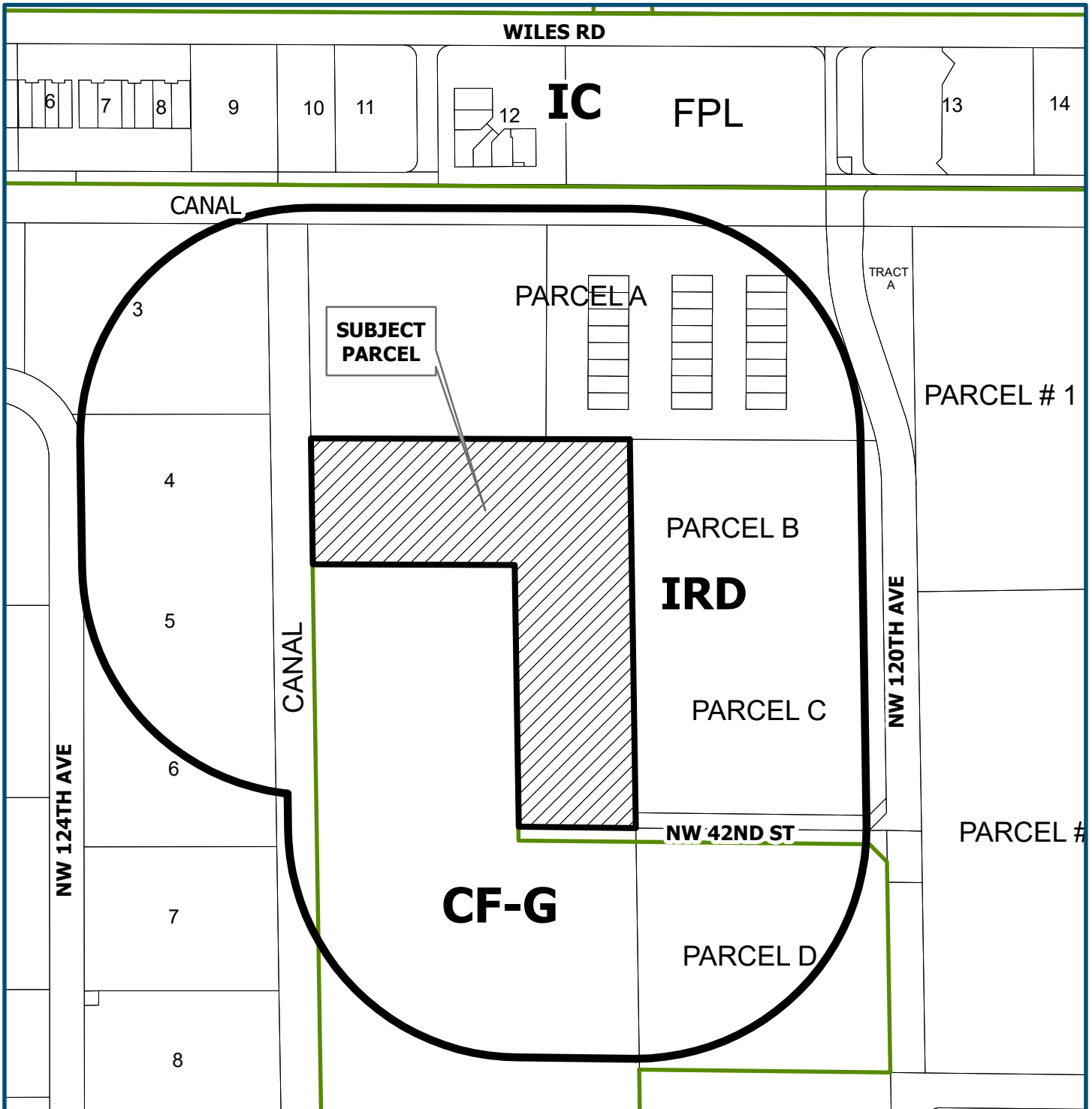
The property owner will also be providing an on-call property manager. This Manager will be responsible for making site visits on at least site a weekly but will be responsible for visiting more often if issues which require a more frequent visitation occur. In addition, the Manager will also be required to be “on call” to travel to the site should a call or visit be deemed necessary.

The Owner contemplates entering into a property management agreement with Jones Lang Lasalle or another nationally known and reputable property management company who has a local presence.

Driver/Customer Length of Time On Property.

Drivers will be permitted to remain on site for no longer than 5 consecutive hours.

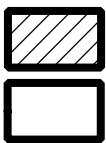
Significantly, the site will not be used for last mile distribution but instead will be utilized for regional distribution. This means that the operations will include the distribution of goods outside the vicinity of the City of Coral Springs.



January 2, 2024

CA23-0006

**PORTION OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 18,
TOWNSHIP 48 SOUTH, RANGE 41 EAST
FOLIO # 484118000210**



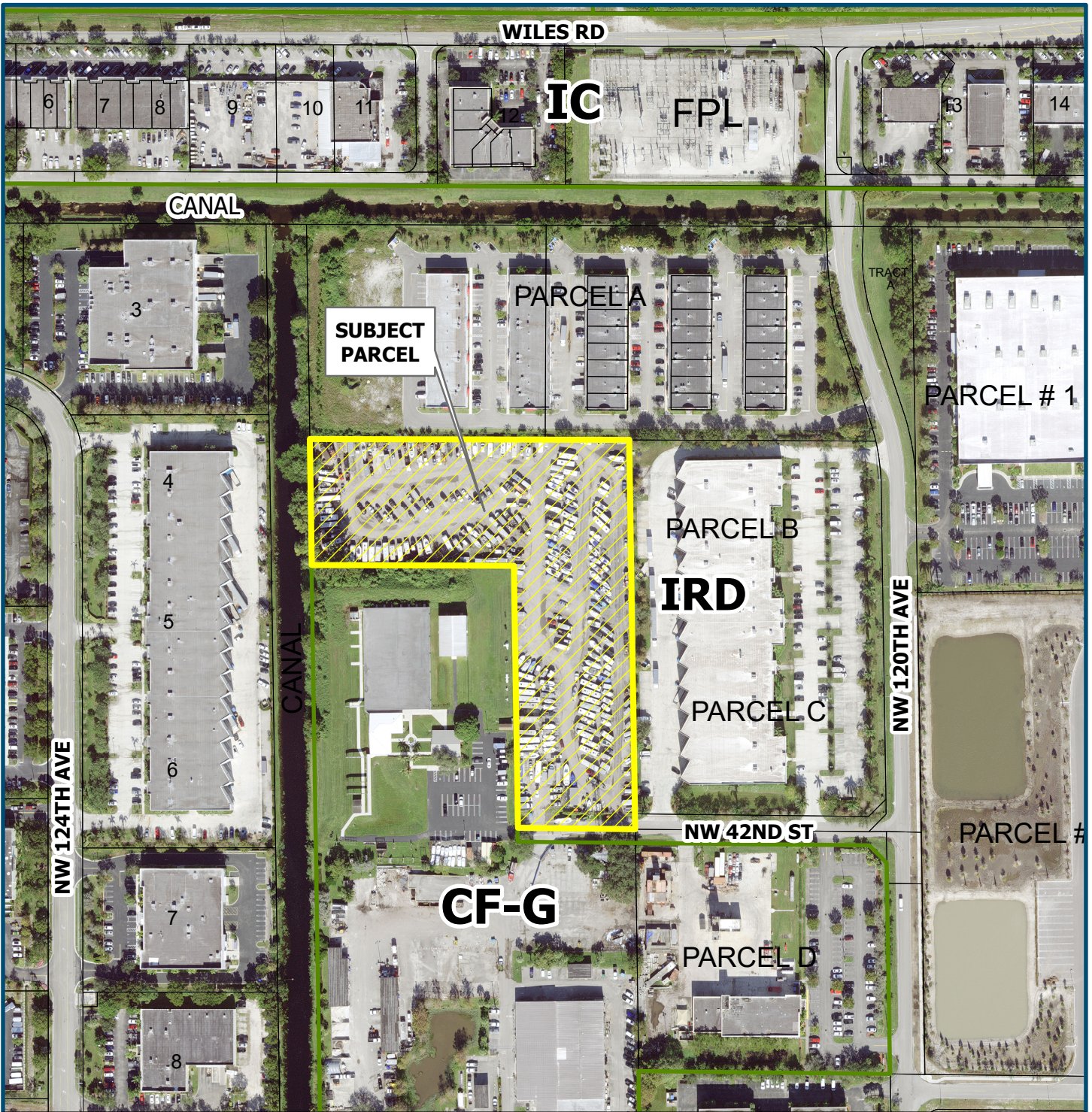
Subject Parcel

400' Buffer



0 110 220
Feet

June 1-2-2024

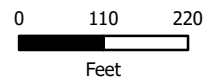


January 2, 2024

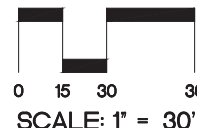
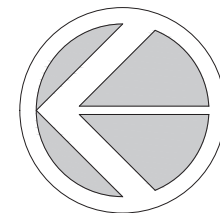
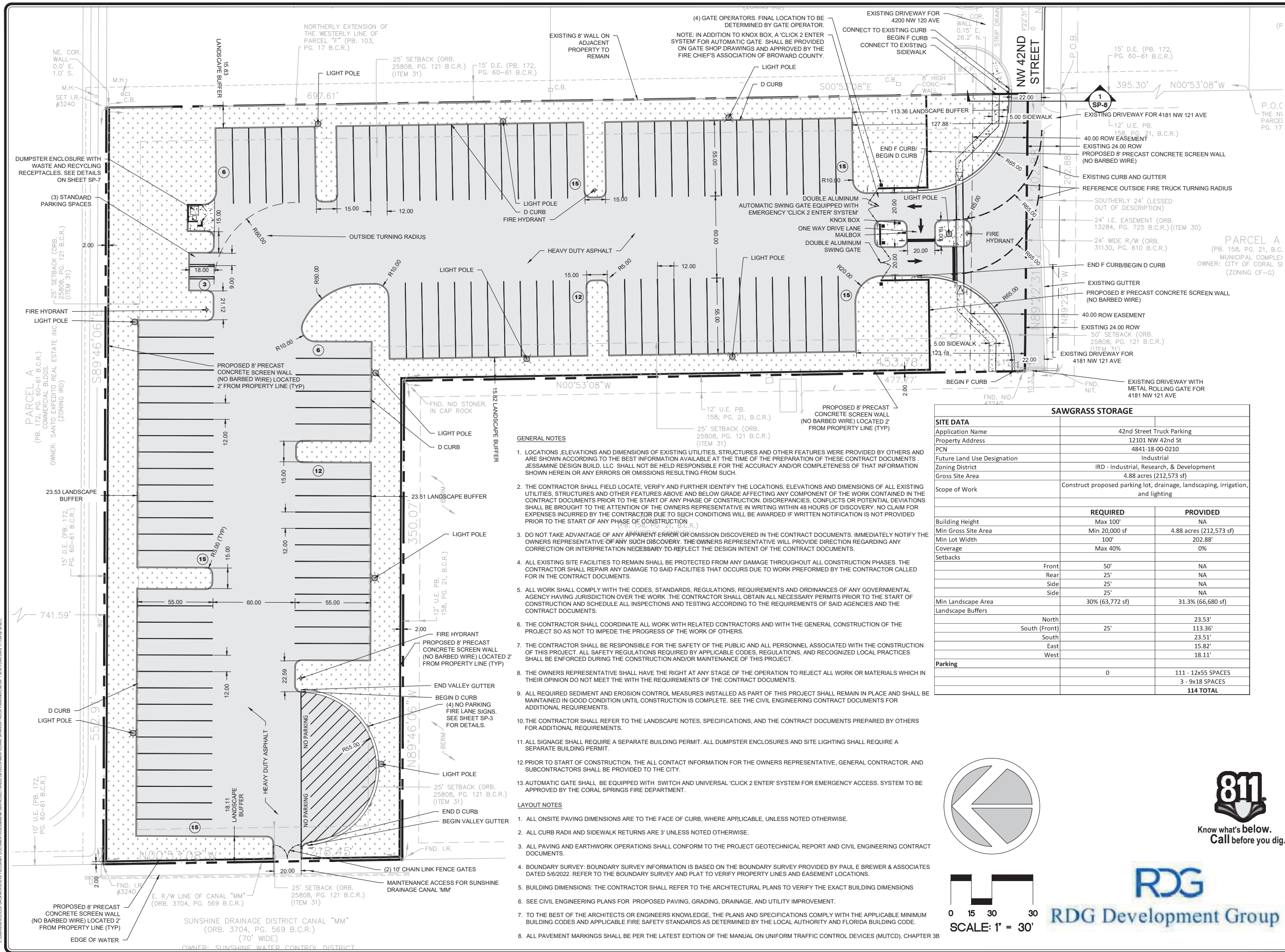
CA23-0006
PORTION OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 18,
TOWNSHIP 48 SOUTH, RANGE 41 EAST
FOLIO # 484118000210



Subject Parcel



June 1-2-2024



SAWGRASS STORAGE		
SITE DATA		
Application Name	42nd Street Truck Parking	
Property Address	12101 NW 42nd St	
PCN	4841-18-00-0210	
Future Land Use Designation	Industrial	
Zoning District	IRD - Industrial, Research, & Development	
Gross Site Area	4.88 acres (212,573 sf)	
Scope of Work	Construct proposed parking lot, drainage, landscaping, irrigation, and lighting	
	REQUIRED	PROVIDED
Building Height	Max 100'	NA
Min Gross Site Area	Min 20,000 sf	4.88 acres (212,573 sf)
Min Lot Width	100'	202.88'
Coverage	Max 40%	0%
Setbacks		
	Front	50'
	Rear	25'
	Side	25'
	Side	25'
Min Landscape Area	30% (63,772 sf)	31.3% (66,680 sf)
Landscape Buffers		
	North	23.53'
	South (Front)	113.36'
	South	23.51'
	East	15.82'
	West	18.11'
Parking		
	0	111 - 12x55 SPACES
		3 - 9x18 SPACES
		114 TOTAL



12101 NW 42ND STREET
CORAL SPRINGS, FLORIDA

Revision Dates
3/14/23
DRC COMMENTS
8/30/23
DRC COMMENTS
11/28/23
DRC COMMENTS

Sheet Number:

Seal

Digitally signed
by Stephen Feccia
Date: 2023.12.11
06:46:10 -05'00'

STEPHEN M FECCIA, PLA
LA 6667289



0 15 30 30
SCALE: 1" = 30'



SITE AREA: 212,573 SF ZONING: IRD (INDUSTRIAL, RESEARCH, AND DEVELOPMENT)	REQUIRED	PROVIDED
250833 (5) - EACH PLOT SHALL CONTAIN A MINIMUM OF ONE TREE AND FIVE SHRUBS FOR EVERY 1,000 SF OF PLOT AREA NOT UTILIZED FOR STRUCTURES, OUTDOOR STORAGE, OR VEHICULAR USE AREAS. 50% SHALL BE SHADE TREES 63,810 SF / 1,000 = 64 TREES (32 SHADE TREES) (63,810 SF / 1,000) x 5 = 319 SHRUBS	64 TREES 32 SHADE TREES 319 SHRUBS	64 TREES 32 SHADE TREES 791 SHRUBS
250833 (7)(g) - ONE STREET TREE SHALL BE REQUIRED FOR EVERY 40' OF STREET FRONTAGE NW 42ND STREET: 203 LF / 40' = 5 TREES	5 TREES	5 TREES
250833 (11)(a) - PERIMETER LANDSCAPE SHALL INCLUDE THREE TREES FOR EACH 40 LF, MINIMUM 1 SHADE TREE EAST: (674 / 40) x 3 = <u>51 TREES (17 SHADE TREES)</u> SOUTH: (350 / 40) x 3 = <u>26 TREES (9 SHADE TREES)</u> WEST (1): (454 / 40) x 3 = <u>34 TREES (11 SHADE TREES)</u> WEST (2): (218 / 40) x 3 = <u>16 TREES (5 SHADE TREES)</u> NORTH: (553 / 40) x 3 = <u>41 TREES (14 SHADE TREES)</u>	EAST: 51 TREES (17 SHADE TREES) SOUTH: 26 TREES (9 SHADE TREES) WEST (1): 34 TREES (11 SHADE TREES) WEST (2): 16 TREES (5 SHADE TREES) NORTH: 41 TREES (14 SHADE TREES)	EAST: 51 TREES (17 SHADE TREES) SOUTH: 26 TREES (16 SHADE TREES) WEST (1): 34 TREES (16 SHADE TREES) WEST (2): 16 TREES (5 SHADE TREES) NORTH: 41 TREES (14 SHADE TREES)
250833 (13)(a) - PROVIDE A TOTAL AREA OF INTERIOR LANDSCAPING IN ALL OFF STREET PARKING AREAS EQUAL TO NOT LESS THAN 15% OF THE TOTAL PAVED VEHICULAR USE AREA 144,496 PAVING AREA x 15% = <u>21,674 SF</u>	21,674 SF	25,762 SF (EXCLUDES ALL BUFFERS)
250833 (13)(c) - PARKING ISLANDS SHALL INCLUDE AT LEAST 1 TREE 8 ISLANDS = <u>8 TREES</u>	8 TREES	8 TREES
TOTAL REQUIRED TREES 64 + 5 + 51 + 26 + 34 + 16 + 41 + 8 = <u>245 TREES</u>	245 TREES	245 TREES
250834 (14)(g) - 50% OF THE TREES AND SHRUBS REQUIRED SHALL BE NATIVE SPECIES 245 TREES x 50% = <u>123 NATIVE TREES</u> 319 SHRUBS x 50% = <u>160 NATIVE SHRUBS</u>	121 NATIVE TREES 160 NATIVE SHRUBS	209 NATIVE TREES 791 NATIVE SHRUBS

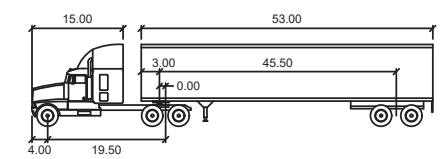
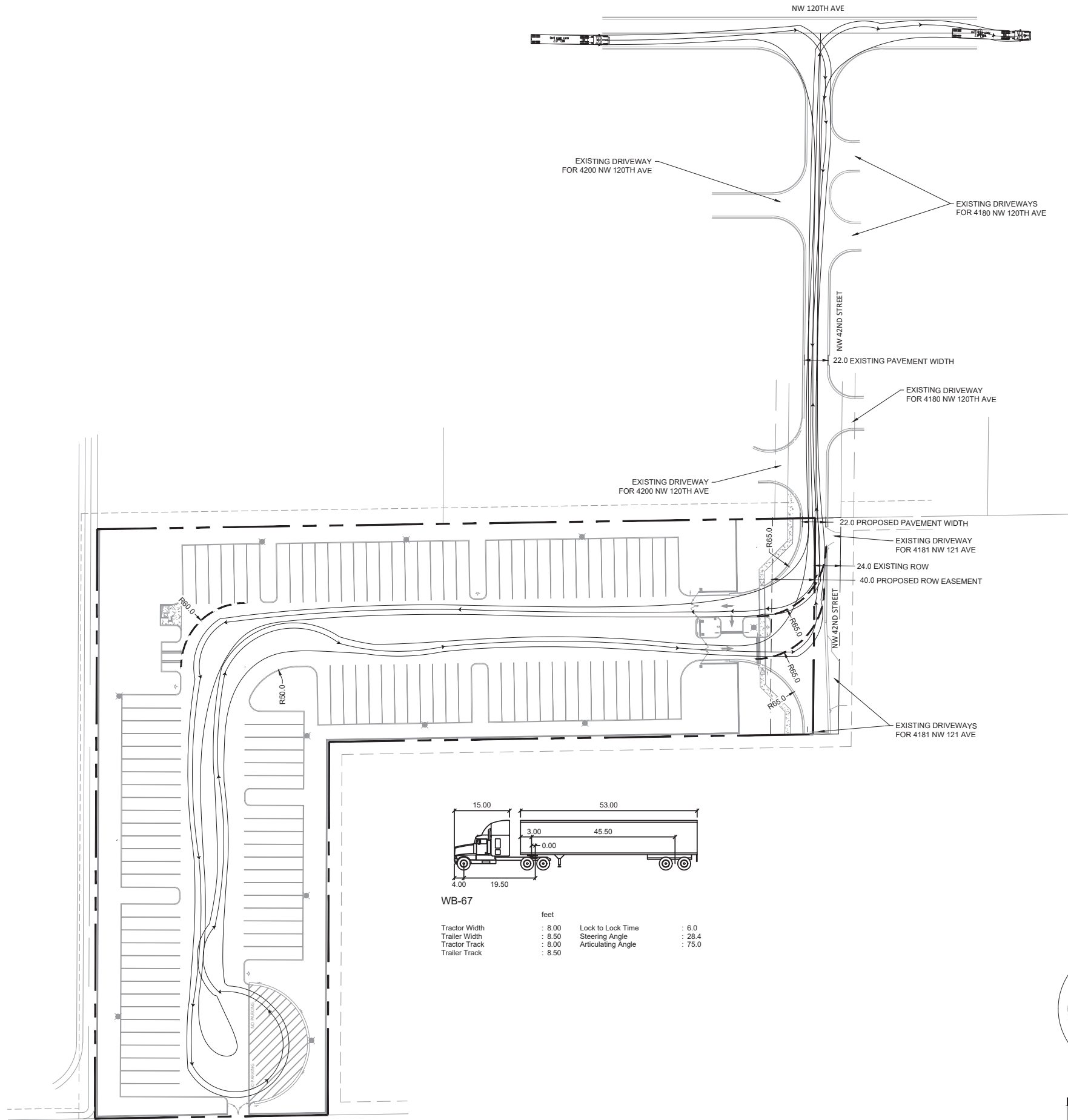
PLANTING NOTES

1. PRIOR TO INSTALLATION OF PLANT MATERIAL, CONTRACTOR SHALL VERIFY THAT THE FINISHED GRADES IN ALL AREAS WHERE PLANT MATERIALS ARE TO BE INSTALLED CONFORMED TO THE PROPOSED GRADES NOTED ON THE GRADING PLAN.
2. PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM, WHICH SHALL BE INSTALLED AND OPERATIONAL PRIOR TO PLANTING. TREES MAY BE INSTALLED PRIOR TO THE INSTALLATION OF IRRIGATION, PROVIDED THAT A HAND WATERING SCHEDULE IS SUBMITTED AND APPROVED BY THE OWNERS REPRESENTATIVE.
3. CONTRACTOR SHALL REMOVE ALL ORGANICS, SOIL, WEEDS, ROOTS, AND DEBRIS SHALL BE REMOVED TO A DEPTH OF 12" FROM ALL AREAS WHERE PLANT MATERIAL IS TO BE INSTALLED.
4. CONTRACTOR SHALL PAINT THE OUTLINE OF EACH SHRUBS BED AND STAKE THE LOCATION OF ALL TREES FOR APPROVAL BY THE OWNERS REPRESENTATIVE.
5. REFER TO PLANTING DETAILS AND SPECIFICATIONS FOR ADDITIONAL INSTRUCTIONS.
6. QUANTITIES SHOWN ON THE PLANTING SCHEDULE ARE FOR CONVENIENCE ONLY. SHOULD A CONFLICT EXISTING BETWEEN THE PLAN AND SCHEDULE, THE PLAN SHALL TAKE PRECEDENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES WITH THE OWNER AND LANDSCAPE ARCHITECT.
7. SHOULD CONTRACTOR NOTICE AN ERROR ON THESE PLANS, THEY SHOULD IMMEDIATELY BRING IT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
8. SHADE TREES SHALL BE PLANTED MINIMUM 20' FROM LIGHT POLES.

PLANT SCHEDULE

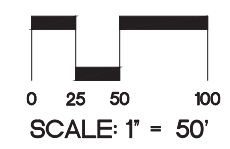
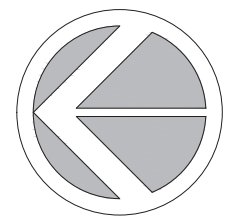
	CODE	QTY	BOTANICAL NAME	COMMON NAME	CAL	CONT	SIZE
	<u>TREES</u>						
(N) (ST)	BS	36	Bursera simaruba	Gumbo Limbo	3" Cal	B&B	14"HT x 5' SPR
	CR	8	Clusia rosea 'Nana'	Pitch Apple	1.5" Cal	Cont	8' HT x 3' SPR
(N)	CD	5	Coccoloba diversifolia	Pigeon Plum	1.5" Cal	Cont	8' HT x 4' SPR
(N)	CS	31	Cordia sebestena	Orange Geiger Tree	1.5" Cal	Cont	8' HT x 3' SPR
(ST)	LI	22	Lagerstroemia indica 3 Trunks Min	Crape Myrtle	Multi	Cont	14"HT x 5' SPR
(N) (ST)	PD	26	Pinus elliotii densa	Slash Pine	3" Cal	Cont	14"HT x 5' SPR
(N) (ST)	QV	18	Quercus virginiana	Southern Live Oak	3" Cal	Cont	14"HT x 5' SPR
	MF	60	Simpson Stopper Min 3 Trunks	Myrcianthes fragrans	Multi	Cont	8' HT x 3' SPR
(N) (ST)	TD	24	Taxodium distichum	Bald Cypress	3" Cal	Cont	14"HT x 5' SPR
	<u>PALM TREES</u>						
(N) (ST)	SP	9	Sabal palmetto Slick Truck. Stagger heights in groupings.	Sabal Palm	N/A	FG	18-22' CT
(ST)	WB	6	Wodyetia bifurcata	Foxtail Palm	N/A	FG	16' HT
	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
	<u>SHRUBS</u>						
(N)	CI	691	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	Cont	36x24	36" OC
(N)	CG	73	Clusia guttifera	Small Leaf Clusia	Cont	24x24	36" OC
(N)	PM	27	Podocarpus macrophyllus	Podocarpus	7-gal	36" HT	36" OC
	<u>SHRUB AREAS</u>						
(N)	TF	44	Tripsacum dactyloides	Fakahatchee Grass	Cont.	18" HT	36" OC

SAWGRASS STORAGE
12101 NW 42ND STREET
CORAL SPRINGS, FLORIDA



WB-67

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

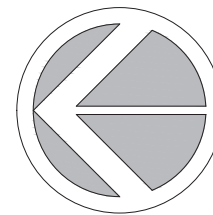
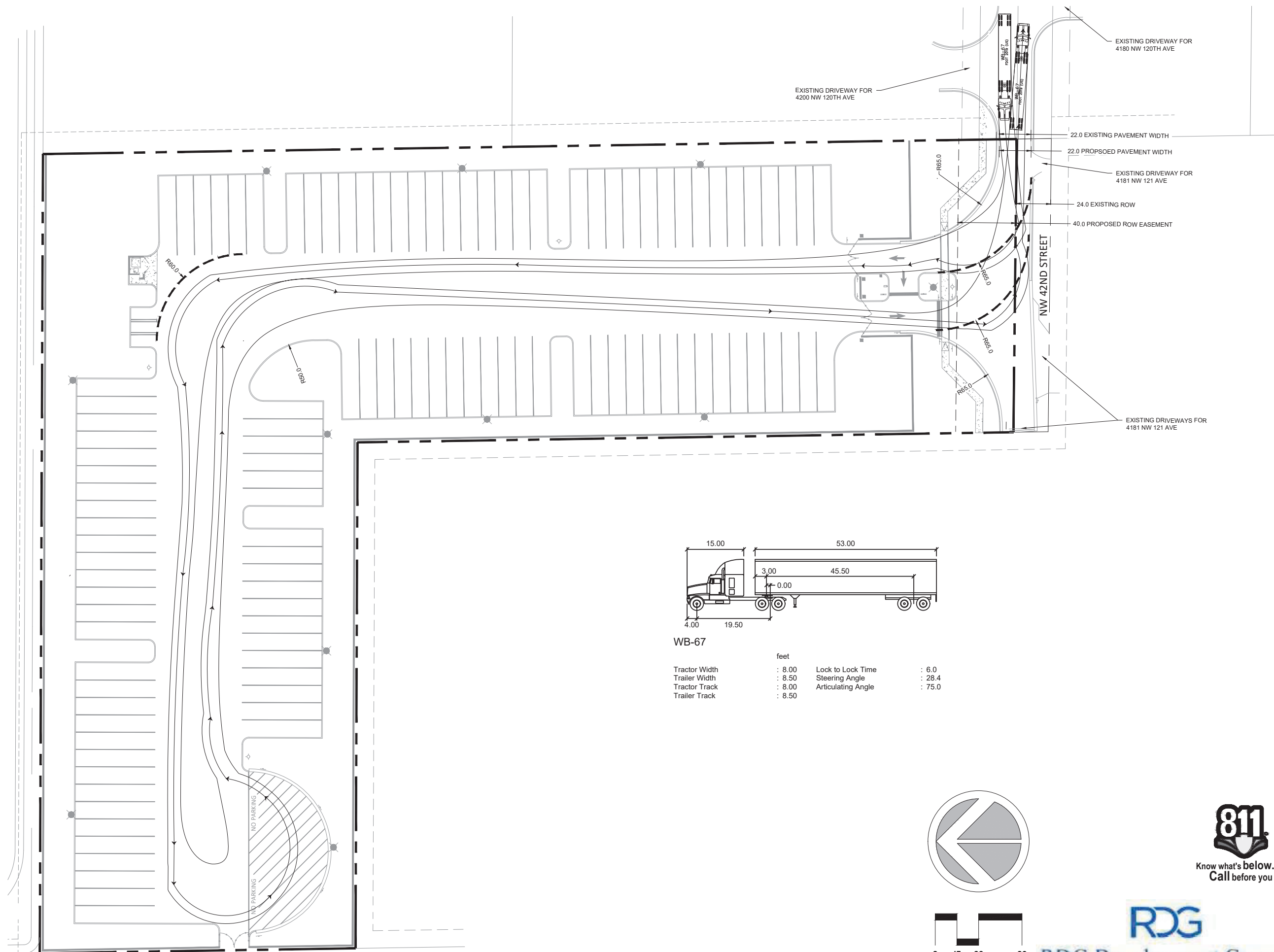


Sheet Title	OVERALL AUTOTURN PLAN
Revision Dates	8/30/23 11/28/23 12/27/23
Date	12/27/2023
Sheet Number	SP-3
Seal	
STEPHEN M. FRCCIA, PLA LA 0667289	



SAWGRASS STORAGE
12101 NW 42ND STREET
CORAL SPRINGS, FLORIDA

Sheet Title
AUTOTURN PLAN
Revision Dates
8/30/23 DRC COMMENTS 11/28/23 DRC COMMENTS 12/27/23 DRC COMMENTS
Date
12/27/2023
Sheet Number
SP-4
Seal
STEPHEN M FRECCIA, PLA LA 6067289



0 15 30 30

SCALE: 1" = 30'



Know what's **below**.
Call before you dig.



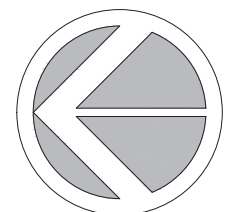
RDG Development Group



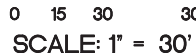
CORAL SPRINGS, FLORIDA

Seal

STEPHEN M FECCIA, PLA
LA 6667289

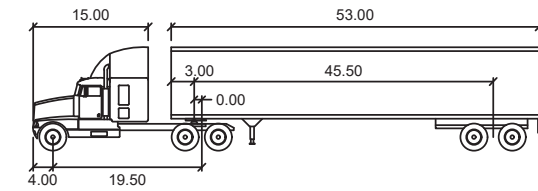
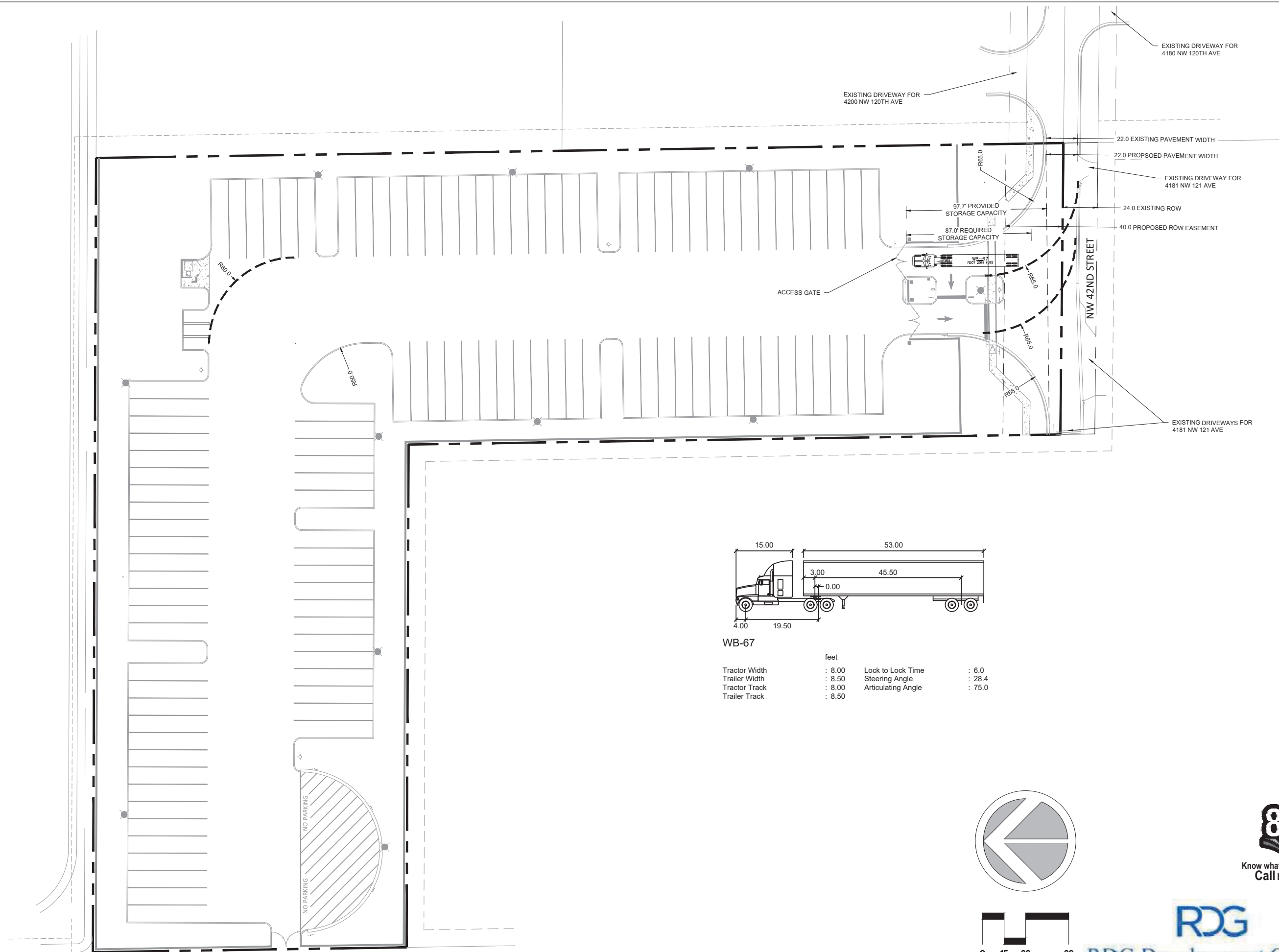


	feet
Width	: 8.3
Axel Track	: 6.91
Steering Angle	: 40 deg
Front Overhand	: 8.6
Wheelbase	: 21.5



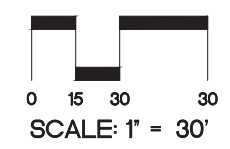
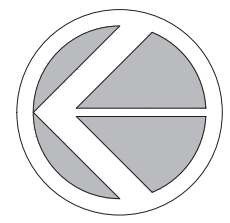
SAWGRASS STORAGE

12101 NW 42ND STREET
CORAL SPRINGS, FLORIDA



WB-67

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		



Know what's below.
Call before you dig.

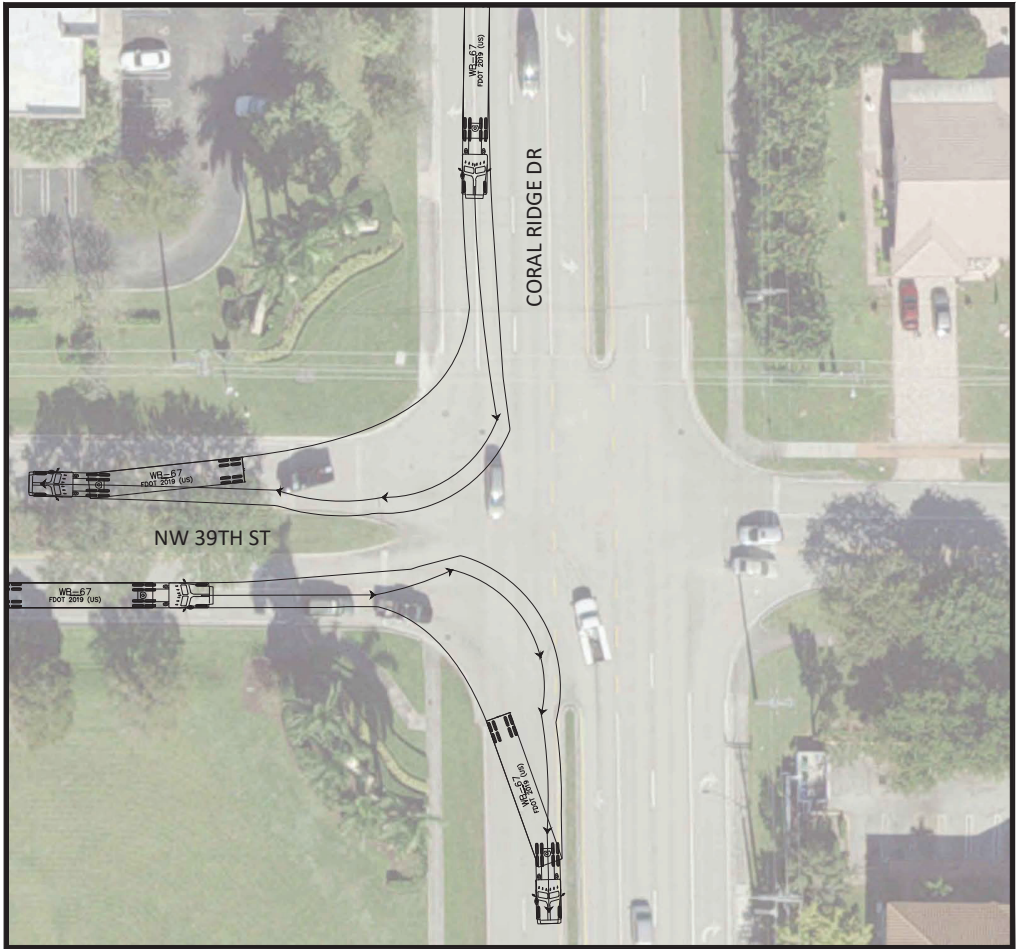


Sheet Title	QUEUING PLAN
Revision Dates	
11/28/23	DRC COMMENTS
12/27/23	DRC COMMENTS
Date	12/27/2023
Sheet Number	SP-6.2
Seal	
STEPHEN M. FRICIA, P.E. LA 0607289	

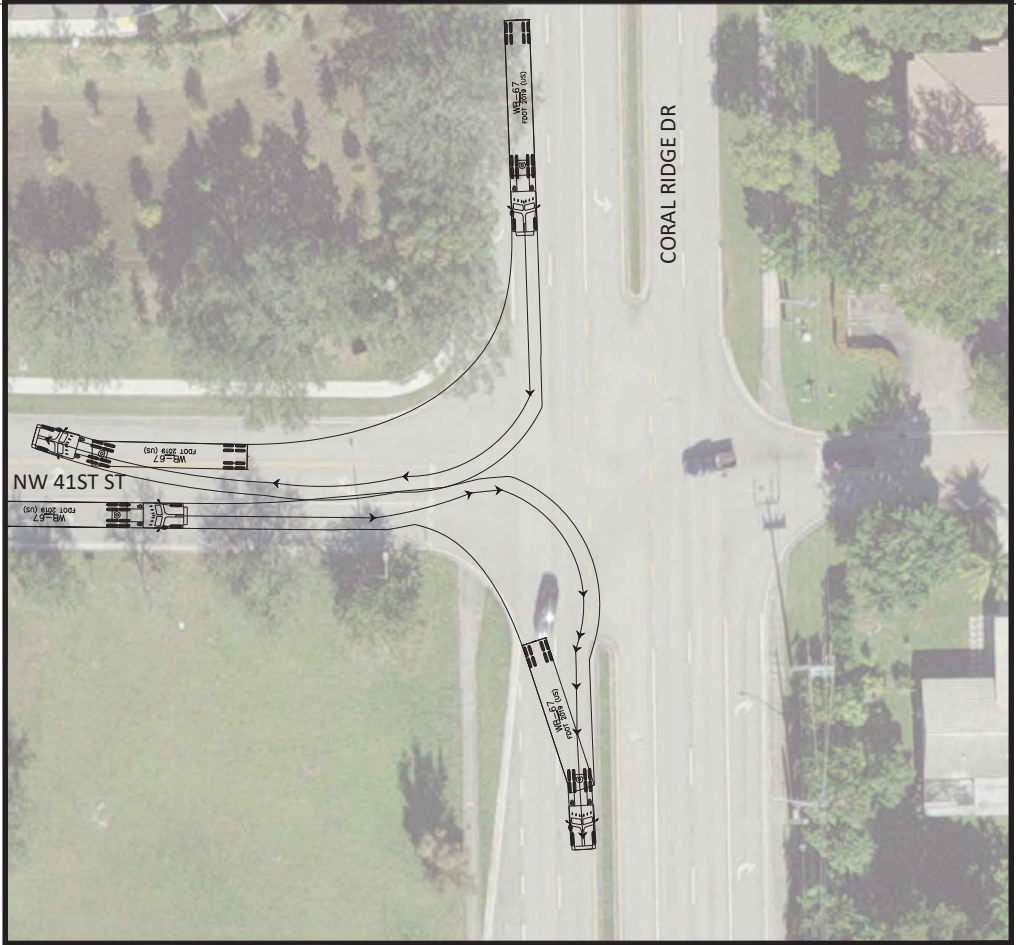
C:\Users\SF\ECOLUP\ENR\PROJECTS\DOCUMENTS\SAVANNAH\PROJECTS\TRUCK DEVELOPMENT\CORAL SPRINGS TRUCK PARKING\CAUTOTURN PLANDWG 122623 BY BREC



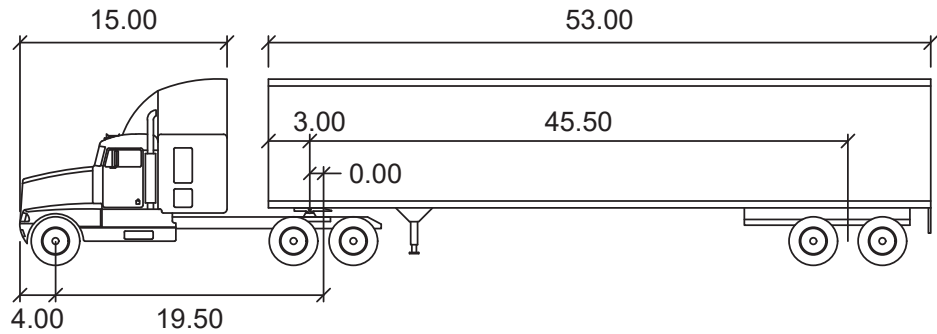
NW 120TH AVE & NW 41ST ST



CORAL RIDGE DR & NW 39TH ST

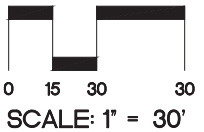
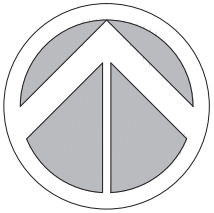


CORAL RIDGE DR & NW 41ST ST



WB-67

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		



Know what's below.
Call before you dig.

SAWGRASS STORAGE

12101 NW 42ND STREET
CORAL SPRINGS, FLORIDA

Sheet Title	INTERSECTION AUTOTURN PLAN
Revision Dates	
Date	11/28/23
Sheet Number	SP-6.3
Seal	
STEPHEN M. FRICIA, P.E. LA 0667289	

January 22, 2024

Ms. Jenna Lane
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065

**Re: Sawgrass Storage (12101 NW 42nd Street) – Truck Trailer Park
3rd Review of Traffic Impact Analysis, STEP and Truck Circulation**

Dear Jenna:

Traf Tech Engineering, Inc. reviewed the following documents in connection with the Sawgrass Storage project.

- Response to comments memo dated 12/19/2023 by Jessamine Design Build (signed by Stephen Feccia).
- Response to SYNCHRO comment memo dated 12/21/2023 by Langan (signed by Maximo Polanco).
- Updated Traffic Impact Analysis by Langan (electronically signed and sealed by Maximo Polanco on 12/21/2023)
- Updated site plan, (SP-1) signage and marking plan (SP-2), AutoTURN analyses (SP-3 through SP-6, SP-6.1, SP-6.2 and SP-6.3) dated 12/27/2023.

Based on our review of the above documents, we have no further comments (all traffic-related comments have been satisfactorily addressed). Finally, the required STEP analysis contribution for this project is \$1,561.16.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

Summary Sheet

Agenda Item: 9.

Meeting Date: March 6, 2024

Subject: Minutes Approval (Georgia Elliott)

Requested Action: Request to approve the City Commission meeting summary of February 21, 2024 Regular Meeting. (REQUEST TO APPROVE)

Placement: Consent

Attachments: [Summary of February 21, 2024](#)

CITY OF CORAL SPRINGS, FLORIDA
CORAL SPRINGS CITY COMMISSION MEETING
DRAFT SUMMARY

Wednesday, February 21, 2024
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order

Mayor Brook called the meeting to order at 6:32 p.m.

Roll Call

Mayor Scott Brook
Vice Mayor Shawn Cerra
Commissioner Nancy Metayer Bowen
Commissioner Joshua Simmons
Commissioner Joy Carter

Also in attendance:

City Manager Frank Babinec
City Attorney John Hearn
City Clerk Georgia Elliott

Pledge of Allegiance

Caleigh Simmons, STEM Christian Academy, Preschool

Recognitions/Proclamations/Presentations

1. **Presentation, Hometown Heroes (Mayor Brook)**
The City Commission presented the Hometown Heroes with the banners that publicly honored and recognized service members and veterans who reside in the City of Coral Springs.
2. **Recognition, 2024 Martin Luther King Jr. Committee Members (Commissioner Simmons)**
The City Commission recognized the members of the 2024 Martin Luther King Jr. Committee for their outstanding efforts and dedication in making the 34th Celebration events so successful.
3. **Recognition, 2024 Martin Luther King Jr. Monument Award Recipient (Commissioner Simmons)**
The City Commission recognized Dan Bruck for winning the prestigious 2024 Martin Luther King Jr. Monument Award.
4. **Recognition, Tracey Melhuish (Commissioner Bowen)**
The City Commission recognized Tracey Melhuish for being named as the 2023 Holy Cross Health Colleague of the Year.
5. **Recognition, Incoming Coral Springs Principals (Vice Mayor Cerra)**
The City Commission welcomed Principal Lisa Balintand, Principal Dwayne Dixon, Principal Keandra Fulton, Principal Claire Norris, and Principal Jill Slesinski to the City of Coral Springs.
6. **Recognition, Alex Gracia (Mayor Brook)**
The City Commission recognized Alex Gracia for his hard work, passion, and courage to pursue his dreams.

Public Comment

- Mark Levitt of Limosines of South Florida, Inc. expressed concerns regarding item 21.
- Joshua Freeman of Limosines of South Florida, Inc. expressed concerns regarding item 21.
- Pratima Raju of LSN Partners, representing Limosines of South Florida, Inc., expressed concerns regarding item 21.
- David Mosco of Prokel Mobility refuted concerns expressed regarding item 21.
- Kelly Gonzalez of Prokel Mobility refuted concerns expressed regarding item 21.
- Nick Matthews refuted concerns expressed regarding item 21.
- Robert Fogel expressed concerns regarding AT&T work and the cost of living.

Public Hearings/Special Meeting Announcements

7. **Special Exception, Heron Bay Pickleball and Tennis Courts (SE23-0008) (Tina Jou)**
Request to hold quasi-judicial hearing and public hearing to approve petition of Christopher Andreoni on behalf of Heron Bay Community Association, Inc. seeking Special Exception approval from Land Development Code Sections 250129 (Accessory Structures), 250144 (Exterior Lighting) and 250816 (Amount of Off-Street Parking) relative to tennis court setbacks, maximum footcandles at property lines, and parking requirements for the construction of additional tennis and pickleball courts within the Parks and Recreation (P) and Residential Cluster (RC-6) zoning districts, located at 6100 Heron Bay Boulevard, legally described as a Parcels A, S, T, and a portion of Parcel N, Heron Bay Four; and authorize the City Attorney's Office to draft an order approving SE23-0008 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (SE23-0008) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

City Attorney Hearn read the item into the record and announced that the quasi-judicial hearing has been waived. Assistant Director Tina Jou presented slides explaining the item and fielded questions from the Commission. A copy of her presentation was included in this summary packet. Public hearing was opened. Mark Bosua spoke in favor of the item. David Graff spoke in favor of the item. Petitioner James Kahn of Keith & Associates provided input on the item. Brendan Quirk spoke in favor of the item. Public hearing closed. Discussion was held.

Motion: The special exception was approved and adopted.

Result: Passed (Unanimously)

Mover: Commissioner Bowen

Second: Vice Mayor Cerra

8. **Ordinance 2024-107, First Reading, Live Local Act (LDA23-0004) (Tina Jou)**
Request to hold public hearing and approve first reading of Ordinance 2024-107, amending Chapter 25 of the Land Development Code creating new Article XVIII, entitled "Live Local Act"; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and set second reading to March 6, 2024. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (LDA23-0004) (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

City Attorney Hearn read the item into the record. Assistant Director Tina Jou presented slides explaining the item. A copy of her presentation was included in this summary packet. City Attorney Hearn, City Manager Babinec, and Ms. Jou fielded questions from the Commission. Public hearing was opened and there were no comments. Public hearing closed.

Motion: Ordinance 2024-107 was approved on first reading and second reading set to March 6, 2024.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Commissioner Bowen

9. Resolution 2024-007, List of City-Owned Property for Affordable Housing (CON23-0006) (Tina Jou)

Request to approve and adopt Resolution 2024-007, approving the City Owned Property Affordable Housing List. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CON23-0006) (REQUEST TO APPROVE, ADOPT)

City Attorney Hearn read the item into the record. Public hearing was opened and there were no comments. Public hearing closed.

Motion: Resolution 2024-007 was approved and adopted.

Result: Passed (Unanimously)

Mover: Commissioner Bowen

Second: Commissioner Simmons

10. Resolution 2024-004, Amendment to Community Development Block Grant (CDBG) Annual Action Plan FY 2019/2020 CARES Act Funding (Neirah Sankar)

Request to hold a public hearing and amend the City's FY 2019/2020 Community Development Block Grant (CDBG) Annual Action Plan to reallocate CDBG-CV Funds of \$777,209.13; adopt Resolution 2024-004 approving the amendment to Annual Action Plan; and authorize staff to transmit the Plan with supporting Resolution to the U.S. Department of Housing and Urban Development (HUD) for approval. Funding Source: Receiving Grant to Expend. Strategic Goal: A Family-Friendly Community. (REQUEST TO HOLD PUBLIC HEARING, ADOPT, AUTHORIZE)

City Attorney Hearn read the item into the record. Neighborhood and Housing Manager Neirah Sankar explained the item. Public hearing was opened and there were no comments. Public hearing closed. Ms. Sankar fielded questions from the Commission.

Motion: Resolution 2024-007 was approved and adopted.

Result: Passed (Unanimously)

Mover: Vice Mayor Cerra

Second: Commissioner Carter

Consent

Motion: To approve Consent items 11, 12, 13, 14, and 15.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Bowen

11. Minutes Approval (Georgia Elliott)

Request to approve the City Commission meeting summaries of January 24, 2024 Winter Retreat and February 7, 2024 Regular Meeting. (REQUEST TO APPROVE)

12. Neighborhood Partnership Agreement, West Glen Association, Inc. (NPP24-0001) (Tina Jou)

Request to approve Neighborhood Partnership Agreement with The West Glen Association, Inc. in the amount of \$5,000 and authorize the appropriate City officials to execute the approved agreement. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (NPP24-0001) (REQUEST TO APPROVE, AUTHORIZE)

13. **Affordable Housing Advisory Committee (AHAC) Incentive Report (Neirah Sankar)**
Request to approve and adopt the Affordable Housing Advisory Committee (AHAC) Incentive Report and authorize staff to transmit report to Florida Housing Finance Corporation. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, ADOPT, AUTHORIZE, TRANSMIT)
14. **Asphalt and Sidewalk Rehabilitation Services (Robert Hunter)**
Request to award contract #24-C-161M for Asphalt and Sidewalk Rehabilitation Services via the City of Boynton Beach, Florida Bid #PWE22-008 to **M&M Asphalt Maintenance, Inc. d/b/a All County Paving** of Delray Beach, Florida from February 21, 2024 through April 4, 2025 with options to renew for two (2) additional one (1) year time periods for a potential cumulative total of three (3) years. The estimated annual expenditure is \$495,000. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)
15. **Park and Playground Equipment (Robert Hunter)**
Request to award the contract for Park and Playground Equipment utilizing the School District of Manatee County, Florida, Invitation to Bid No. 21-0053-MR to **Playmore West, Inc. d/b/a Playmore Recreational Products and Services** of Fort Myers, Florida, in the amount of \$63,547; and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)
16. **Tree Trimming Services (John Norris)**
Request to award RFP No. 24-G-042 for Tree Trimming Services, to **All Florida Tree and Landscape, Inc.** of West Palm Beach, Florida, **Cutters Edge Lawn & Maintenance, Inc.** of Davie, Florida, and **EDJ Tree Service LLC** of Plantation, Florida, from February 21, 2024 through February 20, 2026 with an option to renew for two (2) additional two-year (2) terms for a potential cumulative total of six years. The estimated yearly expenditure is \$300,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

This item was pulled from the Consent Agenda.

Motion: The contracts were awarded.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Commissioner Bowen

Policy Formation and Direction

17. **General Contracting Services, Various Projects (John Norris)**
Request to renew the contract for LOI #20-B-011 for General Contracting Services to **All-Site Construction, Inc.** of West Palm Beach, Florida, **Anzco, Inc.** of Boca Raton, Florida, and **Awesome Construction, Inc.** of Coral Springs, Florida, from February 21, 2024 through February 18, 2026. The estimated annual expenditure is \$1,000,000. Funding Source: Approved Operating and Capital Budgets. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO RENEW)

Director John Norris explained the item.

Motion: To renew the contract.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Vice Mayor Cerra

18. One Solution Software (Stephen Dyer)

Request to approve the Twenty-Second Amendment to the Agreement to the One Solution Software Contract #13-D-039 for Public Safety Data Conversion, Project Management Services, and White Box Implementation Services from **Superion, LLC** of Lake Mary, Florida in the amount of \$106,639 with a total agreement value of \$1,609,640. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE).

Director Stephen Dyer explained the item.

Motion: To approve the amendment.

Result: Passed (Unanimously)

Mover: Vice Mayor Cerra

Second: Commissioner Carter

19. Appointment, Affordable Housing Advisory Committee (Neirah Sankar)

Request to consider the appointment of Brendalyn Edwards to the citizen who resides in the City of Coral Springs seat of the Affordable Housing Advisory Committee. (REQUEST TO APPOINT)

Assistant Director Tina Jou supported the nominee.

Motion: To appoint Brendalyn Edwards to the citizen who resides in the City of Coral Springs seat of the Affordable Housing Advisory Committee.

Result: Passed (Unanimously)

Mover: Vice Mayor Cerra

Second: Commissioner Bowen

20. Naming Rights Committee Recommendations (Robert Hunter)

Request to approve the renaming of Northwest 31st Court to Broward Health Boulevard; approve the naming of the Hugh V. Murphy Building at Mullins Park; and approve the naming of Fire Station 64 after Fire Chief Russel "Russ" Donovan (retired) in accordance with the City's Naming/Renaming of City-Owned Assets Policy. Funding Source: Funded by External Agency - No Cost to City. Strategic Plan: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Director Robert Hunter explained the item.

Motion: To approve the recommendations.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Vice Mayor Cerra

21. Local Intra-City Public Bus Transportation Services (Robert Hunter)

Request to award agreement for Local Intra-City Public Bus Transportation Services, RFP 24-B-074, to **Protransportation, Inc.**, of Boca Raton, Florida. The term of this contract will commence on February 29, 2024 through February 28, 2027 with the option to renew for one (1) additional three (3) year renewal. The City will not incur any annual expenditures to Protransportation, Inc. for this service due to the Penny for Transportation Tax that was approved on November 6, 2018. Funding Source: Receiving Grants to Expend. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

Mr. Hearn provided context to the item. He outlined the protest process, explaining that the process was followed and noting that the City Attorney's Office is legally satisfied. City Manager Babinec stated that it was the recommendation of the City Attorney and the Purchasing Department to move forward with this contract. Assistant Purchasing Manager Miguel Machuca and City Attorney Hearn fielded questions from the Commission. Discussion ensued.

Motion: To award the agreement.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Vice Mayor Cerra

22. School Resource Officer Agreement (Chief Brad McKeone)

Request authorization to enter into an Agreement with the School Board of Broward County (SBBC) to provide School Resource Officers (SROs) from August 14, 2023 through June 2026. Funding Source: A) SBBC's cost for services provided by CITY shall be \$10,815 per SRO per month in the 2023-2024 school year as more specifically stated in the Cost Chart below. B) SBBC Cost for 2024-2025 school year. SBBC's cost for services provided by CITY shall be \$11,355.75 per SRO per month in the 2024-2025 school year as more specifically stated in the Cost Chart below. C) SBBC Cost for 2025-2026 school year. The quantity of SBBC's cost for the 2025-2026 school year shall be either the amount referenced in section 2.07c)1) or 2.07c)2), subject to the facts and circumstances described therein. Funding Source: Funded by External Agency - No Cost to City. Strategic Goal: A Family-Friendly Community. (REQUEST TO AUTHORIZE)

City Manager Babinec acknowledged staff that worked on the item. Chief Brad McKeone explained the item. Discussion was held.

Motion: To authorize entering into the agreement.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Carter

23. Appointments, Naming Rights Committee (Rob Hunter)

- (A) Request to consider appointment of Denise Fatigate for the Sports Coalition Representative seat. (REQUEST TO APPOINT)
- (B) Request to consider appointment of Rebecca Moyle for the Representative from the City of Coral Springs' Community seat. (REQUEST TO APPOINT)
- (C) Request to consider appointment of Alan Paley for the Veterans' Coalition Representative seat. (REQUEST TO APPOINT)
- (D) Request to consider six ratifications for the Naming Rights Committee. (REQUEST TO RATIFY)

(This item was moved up on the agenda and heard after Item 20 by a consensus of the Commission.)

The Commission discussed the item.

Motion: To appoint Denise Fatigate for the Sports Coalition Representative seat, Rebecca Moyle for the Representative from the City of Coral Springs' Community seat, Alan Paley for the Veterans' Coalition Representative seat, and to ratify six appointments to the Naming Rights Committee.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Carter

24. Reappointment, Public Art Committee (Tina Jou)

Request to consider reappointment of Holly Kalisher for the Architect/Landscape Architect or related field seat of the Public Art Committee. (REQUEST TO REAPPOINT)

Motion: To reappoint Holly Kalisher for the Architect/Landscape Architect or related field seat of the Public Art Committee.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Commissioner Bowen

Commission Communications

- The commissioners announced office hours and provided contact information.
- Past city events were highlighted, including State of the City, Community Concert, and Youth Mock City Commission Meeting.
- Strategic Planning was discussed.
- Optimize Medical was welcomed to the city.
- The Coral Springs Coconut Creek Chamber of Commerce's 2024 Diversity, Equity, and Inclusion Summit was highlighted.
- An update was provided on the selection process for an executive director for the Solid Waste Executive Committee.
- It was noted that the city offers residents drop-off composting services at the Waste Transfer Station on Saturdays from 8:00 a.m. to 12:00 p.m.
- The Coral Springs Synchronized Swim Team was congratulated for placing in a recent competition held in Jamaica.
- City Manager Babinec provided an update on AT&T work in the city, noting that the city will continue to use its partnerships to address resident concerns.
- Concerns were shared regarding the Live Local Act and anti-Black History Month sentiments.
- Residents were encouraged to attend upcoming events: Black History Month Book Fair event at Northwest Regional Library on February 25 and the Coconut Creek Butterfly Festival on February 24.
- Comments relating to retention visits paid to local businesses were shared.
- There was a request for a list of annual recognitions.

City Manager's Communication

City Manager Babinec thanked the Commission for their commitment to the Strategic Planning process. He also thanked residents and businesses who participated in Visioning and welcomed the new Coral Springs school principals to the city.

City Attorney's Communication

City Attorney Hearn noted that there was an individual who, due to recent circumstances, no longer qualified to serve on the Financial Advisory Committee.

Motion: To remove the individual from the Financial Advisory Committee.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Bowen

Adjournment

There being no further business, the meeting was adjourned at 9:32 p.m.

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

Summary Sheet

Agenda Item: 10.

Meeting Date: March 6, 2024

Subject: Resolution 2024-010, Supporting Broward County Mobility Advancement Program (MAP) Cycle 5 Projects (Tina Jou)

Requested Action: Request to approve Resolution 2024-010 supporting Broward County Transportation Mobility Advancement Program (MAP) Cycle 5 Projects; and authorize Staff to transmit the Resolution to Broward County Metropolitan Planning Organization (MPO). Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CON24-0005) (REQUEST TO APPROVE, AUTHORIZE)

Funding Source: Not Applicable

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Resolution 2024-010](#)

[#2 - Project 1 Location Map and Cost Estimate](#)

[#3 - Project 2 Location Map and Cost Estimate](#)

[#4 - Project 3 Location Map and Cost Estimate](#)

Presenting: Tina Jou

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: March 6, 2024
Department: Development Services/
Community Development
Initiated By: Tina Jou
DOC ID:1989

SUBJECT: Resolution 2024-010, Supporting Broward County Mobility Advancement Program (MAP) Cycle V Projects

PLACEMENT: Consent

REQUESTED ACTION Request to approve Resolution 2024-010 supporting Broward County Transportation Mobility Advancement Program (MAP) Cycle V Projects; and authorize Staff to transmit the Resolution to Broward County Metropolitan Planning Organization (MPO). Funding Source: Receiving Grant to expend. Strategic Goal: A Family Friendly Community. (CON24-0005)(REQUEST TO APPROVE, AUTHORIZE)

PRIOR ACTION:

03/15/2023	Commission approved Resolution 2023-012 supporting projects submitted for Cycle IV of Broward County Mobility Advancement Program.
05/24/2022	Commission approved Resolution 2022-016 supporting projects submitted for Cycle III of Broward County Mobility Advancement Program.
06/02/2021	Commission approved Resolution 2021-032 supporting projects submitted for Cycle II of Broward County Mobility Advancement Program.
02/20/2021	Commission approved Resolution 2021-003 endorsing the Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement.
01/28/2021	Broward Metropolitan Planning Organization (MPO) adopted a Second Amendment to and Restatement of the Transportation System Surtax ILA.
05/20/2020	Commission approved Resolution 2020-020 supporting projects submitted by the City of Coral Springs for Cycle I of the Broward County Transportation Surtax System.
02/20/2019	Commission approved Resolution 2019-012 urging the County Commission to amend the ILA to distribute the allocated share of the tax proceeds to municipalities on a pro rata based upon population.
08/21/2019	Commission approved the First Amendment to the Interlocal Agreement.
09/20/2018	Commission approved a Transportation System Surtax Interlocal Agreement with Broward County.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

- 1. ADOPT RESOLUTION 2024-010 SUPPORTING MOBILITY ADVANCEMENT PROGRAM CYCLE V PROJECTS; AND**
- 2. AUTHORIZE STAFF TO TRANSMIT THE RESOLUTION TO THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION.**

ATTACHMENTS:

- #1 – Resolution 2024-010
- #2 – Project 1 Location Map and Cost Estimate
- #3 – Project 2 Location Map and Cost Estimate
- #4 – Project 3 Location Map and Cost Estimate

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: RESOLUTION 2024-010 SUPPORTING CYCLE V SURTAX PROJECTS

BACKGROUND:

On June 5, 2018, the Broward County Board of County Commissioners (County) enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance and voted to place a proposed surtax levy of one percent (1%) on the November 6, 2018, ballot. On August 21, 2018, the County approved a Transportation System Surtax Interlocal Agreement (Agreement) governing the distribution of transportation surtax proceeds and established a framework for prioritizing municipal projects. The Agreement created a minimum annual revenue guarantee for municipal projects of 10% minus the amount directly paid for Community Bus Service. The Agreement also defined eligible municipal project categories and identified the Broward MPO as the entity responsible for prioritizing municipal projects contained in the Plan. The prioritization of the Municipal projects would be based upon a project's ability to alleviate traffic congestion and promote connectivity.

City Commission approved the Agreement on September 20, 2018. The Agreement became effective, as it was approved by 29 of 31 municipalities in 2018, with an additional municipality, Parkland, approving it in 2019. Collections of the Transportation Surtax began in January 2019. Broward County began receiving proceeds of the tax in March 2019.

Many of the projects submitted by municipalities did not specifically promote connectivity or alleviate traffic congestion, but rather provided the rehabilitation and maintenance of existing facilities. These projects do not rank well with other roadway projects and, as a result, would not receive funding. To address this concern and better-define the process of funding projects, the County approved a First Amendment to the Agreement on June 11, 2019. The Amendment shifted rehabilitation and maintenance projects from the MPO's prioritization responsibility to the responsibility of Broward County to allow these projects to be evaluated separately and receive funding earlier in the Mobility Advancement Program. The City Commission approved the First Amendment on August 21, 2019.

On October 8, 2020, Broward MPO motioned to initiate conflict resolution procedures with Broward County, set forth in Chapter 164, Florida Statutes. This governmental conflict resolution procedure allows for Broward MPO and Broward County to resolve an ongoing dispute regarding language in the ILA. Previous language prohibited the Broward MPO from providing services to municipalities and prevented municipalities who enter contracts with MPO for services to receive Surtax funds. During the conflict resolution process, Surtax funding for approved projects was withheld. On April 8, 2021, the MPO Board voted to defer this conflict proceeding to prevent withholding of surtax funding.

On February 20, 2021, City Commission approved Resolution 2021-003 endorsing the Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement (ILA). The ILA retained all rankings for Cycle 1 (FY2020) projects, but also signaled the costs of submitted projects far exceeds the projected funding through FY2026 and that Cycle II capital projects would not be funded.

ANALYSIS:

The application deadline for projects for Broward County is March 9, 2024. Staff will submit three projects for Cycle V:

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: RESOLUTION 2024-010 SUPPORTING CYCLE V SURTAX PROJECTS

PROJECT #1 - Royal Palm Mobility Project (Riverside Drive to Coral Ridge Drive)

Scope Of Work

- Narrow travel lanes from 12' to 11' between Riverside Drive and University Drive.
- Replace existing asphalt sidewalk sections with new 10' multiuse path/shared use path/sidewalk.
- Add transit amenities (shelters, benches, bike racks, trash receptacles).
- Bike parking within right-of-way close to the plaza at Royal Palm shopping mall, Royal University Plaza, Veterans Park.
- Construct new curb and gutter between Riverside Drive and University Drive.
- Rebuild existing curb and gutter between University Drive and Coral Springs Drive to accommodate new buffered bike lane and create a consistent typical roadway cross section east and west of University Drive.
- Removal of trees between the existing roadway and existing sidewalk to accommodate buffered bike lanes.
- The priority for the project is to accommodate a buffered multiuse path by utilizing the swale areas rather than narrowing medians and the potential loss of trees.

Financial Impact

An early estimation for planning and design of the project amounts to approximately \$3 million. Construction is projected at a total cost of \$15 million. If awarded, Surtax funding would become available in FY2029 for planning. Design and construction would be funded in FY2030. The City will need to allocate future CIP funding for the up-front cost of this project, to be reimbursed by Surtax.

PROJECT #2 – Everglades Memorial Loop Pedestrian Bicycle Bridge

Scope Of Work

- Construct a new .26 mile pedestrian-bicycle overpass bridge that will accommodate a 12' shared use path across the Sawgrass Expressway, from the west terminus of Wiles Road to the Conservation Levee Greenway Trail.

Financial Impact

An early estimation for construction of the project totals approximately \$10.25 million. If awarded, Surtax funding would become available in FY2029 for design and construction. The City submitted an application for the SunTrails grant to assist with funding construction of the Pedestrian Bicycle Bridge. The submittal to MAP will include the request to fund design and construction. The City will need to allocate future CIP funding for the up-front cost of this project, to be reimbursed by Surtax.

PROJECT #3 – Everglades Memorial Loop Segment 5 (Royal Palm Boulevard from Sportsplex Drive to Coral Ridge Drive)

Scope Of Work

- Replace existing 5 foot concrete sidewalk sections along the south side of the roadway with new 8 -10 foot wide concrete multiuse path/shared use path.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: RESOLUTION 2024-010 SUPPORTING CYCLE V SURTAX PROJECTS

- Add transit amenities (shelters, benches, bike racks, trash receptacles).
- Proposed drainage, curb, and gutter improvements.
- Removal of trees between the existing roadway and existing sidewalk to accommodate buffered bike lanes.
- Reduce existing roadway lane widths to 11 feet.
- The priority for the project is to accommodate a buffered multiuse path by utilizing the swale areas rather than narrowing medians and the potential loss of trees.

This portion of Royal Palm Boulevard is designated as Segment 5 of the Everglades Memorial Loop. The segment is roughly .75 miles in length and is generally located at the half-way point of the Loop.

Financial Impact

Design of the project amounts to approximately \$380,250. Construction is projected at a total cost of \$3,767,375. If awarded, Surtax funding would for design and construction would be funded in FY2029. The City will need to allocate future CIP funding for the up-front cost of this project, to be reimbursed by Surtax.

As stated previously, this particular project is within a segment of the proposed Everglades Memorial Loop, also referred to as Segment 5. The segment was submitted for consideration for Cycle 8 of the Complete Streets Localized Initiatives Projects for funding and was ranked #13 of 19 submitted projects.

The MPO will evaluate and rank the projects submitted in Cycle V and provide the ranked list to the MPO Board for review for funding by June 1, 2024.

RECOMMENDATION

Staff recommends approval of Resolution 2024-010 supporting projects for Cycle V of the Mobility Advancement Program.

RESOLUTION 2024-010

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF CORAL SPRINGS, FLORIDA, SUPPORTING
PROJECTS SUBMITTED BY THE CITY FOR
CYCLE 5 OF THE TRANSPORTATION SYSTEM
SURTAX OF BROWARD COUNTY; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Broward County Transportation Surtax was approved by voters on November 8, 2018; and

WHEREAS, the Board of County Commissioners (“County”) approved the First Amendment to the Transportation System Surtax Interlocal Agreement on June 11, 2019, clarifying the review and eligibility municipal projects; and

WHEREAS, all parties subject to the ILA further amended it with the Second Amendment and Restatement of the Transportation System Surtax Interlocal Agreement (“ILA”) and the ILA became effective in February 2021; and

WHEREAS, the ILA requires the Broward Metropolitan Planning Organization (“MPO”) to modify its ranking criteria beginning in 2021, amends the date when potential project applications are submitted by April 1st of each year, and amends the date when the MPO will complete the prioritization of municipal projects to June 1st each year; and

WHEREAS, the ILA provides for the County to annually budget for ranked, approved projects, and subsequently develop a 5-year rolling, capital plan; and

WHEREAS, the MPO will finalize the prioritization of capital projects, including three projects submitted by the CITY, and submitted to the Surtax Oversight Board for eligibility review.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF CORAL SPRINGS, FLORIDA:**

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. The City supports the three capital projects prioritized by the MPO and submitted to the Transportation Oversight Board for review:

1. Mobility Improvements along Royal Palm Boulevard from Riverside Drive to Coral Ridge Drive.
2. Construction of the Everglades Memorial Loop pedestrian and bicycle overpass bridge.
3. Construction of Everglades Memorial Loop Segment 5 (Royal Palm Boulevard from Sportsplex Drive to Coral Ridge Drive).

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2024.

SCOTT BROOK, MAYOR

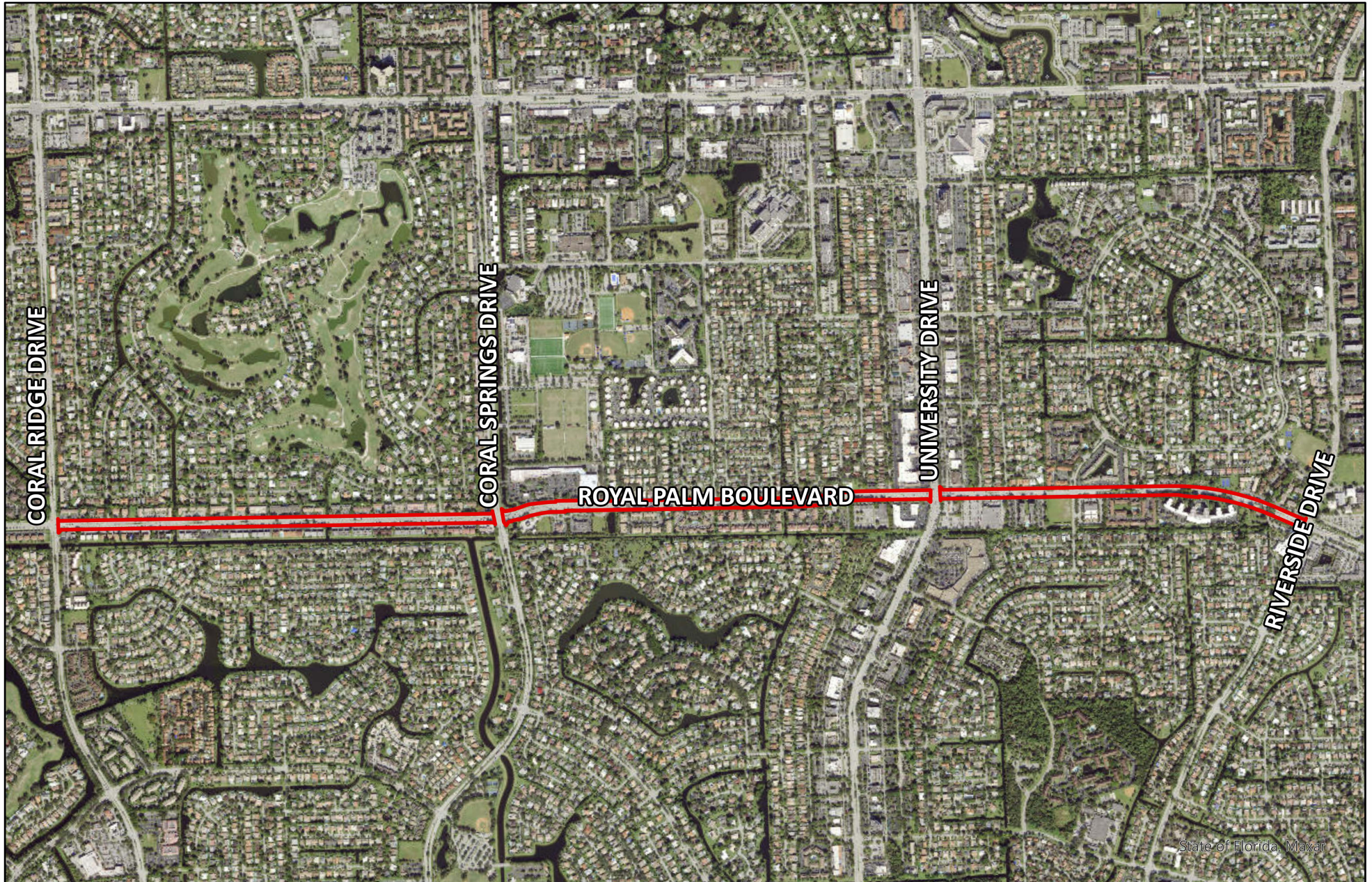
ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___



Royal Palm Boulevard Mobility Project Project Location Map

0 500 1,000 2,000
Feet



ROYAL PALM BLVD MOBILITY PROJECT PRELIMINARY PLANNING AND DESIGN COST ESTIMATE		
Description		Total
PLANNING AND DESIGN		
	Estimated Construction Costs	\$15,000,000
1	Planning (5% of construction costs)	\$750,000
2	Design & Permitting (15% of construction costs)	\$2,250,000
PLANNING AND DESIGN Subtotal:		\$3,000,000

Planning and Design Cost Estimate is approximate based on a percentage of the estimated construction costs as of March 2023.



Jennifer Smith, P.E.
FL PE 72232

This item has been digitally signed and sealed by Jennifer Smith P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic

ROYAL PALM BLVD MOBILITY PROJECT PRELIMINARY CONSTRUCTION COST ESTIMATE					
Description		Quantity	Unit	Cost	Total
SITE PREPARATION/DEMOLITION					
1	Milling, Remove and Dispose 1-inch Existing Asphalt	155,000	SY	\$6.00	\$930,000
2	Remove & Dispose of Concrete Curb	23,000	LF	\$5.00	\$115,000
3	Remove & Dispose of Concrete/Asphalt Sidewalk	9,200	SY	\$14.00	\$128,800
4	Excavation for Road Widening	1,556	CY	\$20.00	\$31,111
5	Remove & Dispose of Existing Signs	1	LS	\$20,000.00	\$20,000
6	Remove & Dispose Trees	1	LS	\$100,000.00	\$100,000
SITE PREPARATION/DEMOLITION Subtotal:					\$1,324,911
ROADWAY AND SITE IMPROVEMENTS					
7	Furnish and install 1 Inch Lift Asphalt (on existing roadway)	155,000	SY	\$20.00	\$3,100,000
8	Furnish and install 2- 1 Inch Lift Asphalt (limits of road widening)	14,000	SY	\$40.00	\$560,000
9	Furnish and install 8-inch Limerock Base (limits of road widening)	14,000	SY	\$35.00	\$490,000
10	Furnish and install 12-inch Subbase (limits of road widening)	14,000	SY	\$16.00	\$224,000
11	Furnish and Install Concrete Curb (f-curb or d-curb)	33,000	LF	\$40.00	\$1,320,000
12	Furnish and Install 4-inch thick Concrete Sidewalk	18,300	SY	\$50.00	\$915,000
13	Furnish and Install Concrete Pad (for Transit Stop)	320	SY	\$50.00	\$16,000
14	Furnish and Install Signage	1	LS	\$100,000.00	\$100,000
15	Furnish and Install Thermoplastic Pavement Markings	150,000	LF	\$3.00	\$450,000
16	Furnish and Install Pavement Markings Symbols	1	LS	\$20,000.00	\$20,000
	Furnish and Install Detectable Warnings	1	LS	\$5,000.00	\$5,000
17	Furnish and Install RPMs	1	LS	\$20,000.00	\$20,000
18	Furnish and Install Transit Amenities (shelter, bench, bike racks, trash at each location)	20	EA	\$30,000.00	\$600,000
19	Utility Adjustments (boxes in conflict with widen road or new sidewalk)	1	LS	\$200,000.00	\$200,000
20	Drainage Structure Adjustments	100	EA	\$10,000.00	\$1,000,000
21	Sod Restoration	40,000	SY	\$12.00	\$480,000
22	Landscaping Restoration	1	LS	\$500,000.00	\$500,000
23	Irrigation Restoration	1	LS	\$100,000.00	\$100,000
Roadway and Site Improvements Subtotal:					\$10,100,000
Subtotal:					\$11,424,911
Contingency (10%):					\$1,142,491
Project Subtotal:					\$12,567,402
General Conditions (3%):					\$377,022
Maintenance of Traffic (5%):					\$628,370
Mobilization (5%):					\$628,370
Bonds + Insurance (3%):					\$377,022
Permitting (3%):					\$377,022
Project Total:					\$14,955,209

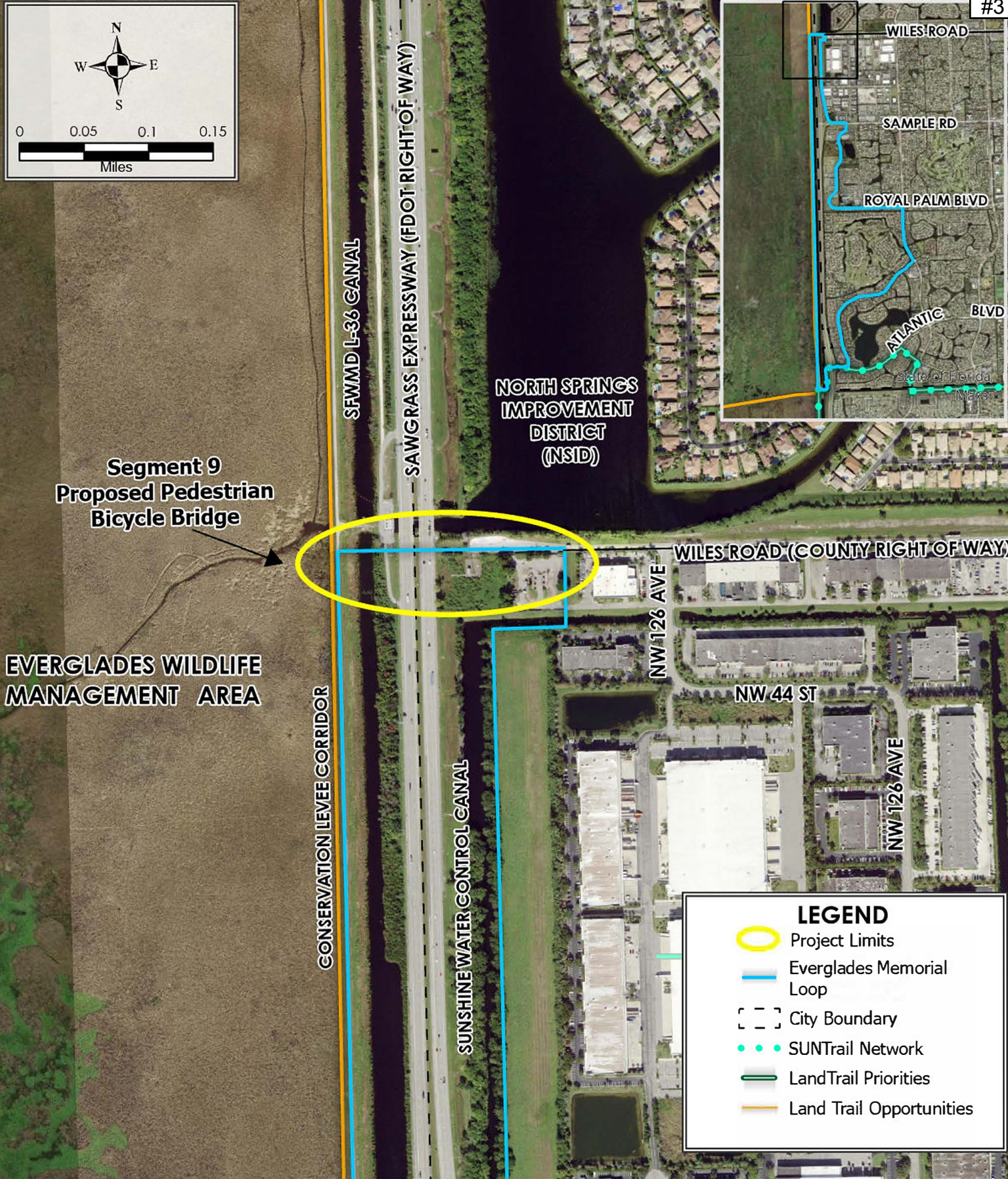
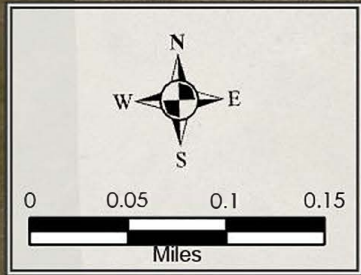
Construction Cost Estimate is approximate and based on estimated construction costs as of March 2023.



Jennifer Smith, P.E.
FL PE 72232

This item has been digitally signed and sealed by Jennifer Smith P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic



LEGEND

- Project Limits
- Everglades Memorial Loop
- City Boundary
- SUNTrail Network
- LandTrail Priorities
- Land Trail Opportunities

PROJECT AERIAL MAP
EVERGLADES MEMORIAL LOOP - SEGMENT 9
PEDESTRIAN/BICYCLE BRIDGE
CORAL SPRINGS, FL

Shared-Use Nonmotorized (SUN) Trail Program

COST ESTIMATE

Financial Management Number (if applicable):

Project Description: Multi-Use Pathway Bridge over Sawgrass Expressway

Items		SUN Trail Eligible				Other Funds (must include all SUN Trail ineligible items)					TOTAL	
Pay Item Number*	Pay Item Description*	Quantity	Unit	Unit Cost	Subtotal Cost	Quantity	Unit	Unit Cost	Subtotal Cost (other funds)	Source(s) of Match	Total Quantity	Total Cost
101-1	MOBILIZATION	1	LS	\$ 610,000.00	\$ 610,000.00		EA		\$ -		1	\$ 610,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 545,000.00	\$ 545,000.00		EA		\$ -		1	\$ 545,000.00
110-1-1	CLEARING AND GRUBBING	0.4155	LS/AC	\$ 62,350.00	\$ 25,906.43		EA		\$ -		0.4155	\$ 25,906.43
120-6	EMBANKMENT	2903	CY	\$ 26.00	\$ 75,478.00		EA		\$ -		2903	\$ 75,478.00
400-2-5	CONCRETE CLASS II, BRIDGE SUBSTRUCTURE (DRIVEN PRE-CAST PIER)	920	CY	\$ 1,900.00	\$ 1,748,000.00		EA		\$ -		920	\$ 1,748,000.00
455-144-22	TEST PILES - STEEL, 24" DIA PIPE	450	LF	\$ 622.00	\$ 279,900.00		EA		\$ -		450	\$ 279,900.00
460-7	PREFABRICATED STEEL PED BRIDGE	7140	SF	\$ 475.00	\$ 3,391,500.00		EA		\$ -		7140	\$ 3,391,500.00
522-2	CONCRETE SIDEWALK, 6" THICK	400	SY	\$ 62.00	\$ 24,800.00		EA		\$ -		400	\$ 24,800.00
527-2	DETECTABLE WARNINGS	80	SF	\$ 48.00	\$ 3,840.00		EA		\$ -		80	\$ 3,840.00
548-12	RETAINING WALL SYSTEM, PERM EXC. BARRIER	8500	SF	\$ 55.00	\$ 467,500.00		EA		\$ -		8500	\$ 467,500.00
550-10-334	FENCING, TYPE R, 5.1-6.0 VERTICAL	500	LF	\$ 275.00	\$ 137,500.00		EA		\$ -		500	\$ 137,500.00
570-1-2	PERFORMANCE TURF, SOD	160	SY	\$ 3.80	\$ 608.00		EA		\$ -		160	\$ 608.00
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	10	EA	\$ 545.00	\$ 5,450.00		EA		\$ -		10	\$ 5,450.00
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.313	GM	\$ 5,505.00	\$ 1,723.07		EA		\$ -		0.313	\$ 1,723.07
751-38-14	BENCH, F&I, STEEL		EA		\$ -	4	EA	\$ 3,000.00	\$ 12,000.00		4	\$ 12,000.00
			EA		\$ -		EA		\$ -		0	\$ -
		SUN Trail Eligible Costs / SUN Trail Funds Requested (not funded through other sources)			\$ 7,317,205.49	Other Funds (must include SUN Trail Ineligible Costs)			\$ 12,000.00			
		Subtotal		\$ 7,329,205.49								
Design Cost		ASSUME 10% OF CONSTRUCTION			\$ 732,920.55						\$ 732,920.55	
CEI Cost		ASSUME 15% OF CONSTRUCTION			\$ 1,099,380.82						\$ 1,099,380.82	
CONTINGENCY		Contingency is not a Participating Item				15.00%			\$ 1,099,380.82			
Total Cost Estimate					\$ 9,149,506.86				\$ 1,099,380.82	\$ 10,248,887.69		

A reasonable estimate of project costs is required. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. Projects on the State Highway System, and "on-system" (on FDOT land), and Critical Projects shall utilize FDOT pay items numbers and descriptions. FDOT'S AWARD OF FUNDING TO THE APPLICANT'S PROJECT DOES NOT CONSTITUTE ACCEPTANCE OF PARTICIPATING VS. NON-PARTICIPATING ITEMS IDENTIFIED IN THIS COST ESTIMATE. Funding pay items and eligibility will be discussed during project development. Estimates shall be broken down to eligible and ineligible project costs.

Examples of Non-participating items:

Benches, trail furniture, bicycle racks or lockers, buildings or enclosures, comfort stations or structures, kiosks, landscaping, litter receptacles, parking areas, trailheads, camping areas, playgrounds, fitness equipment, promotional materials, art, sculptures, monuments, water fountains, spigots, irrigation, contingency, etc. Other elements may be non-participating. See Department of Financial Services (DFS) Catalog of State Financial Assistance (CSFA) 55.038 and FDOT Work Program Instructions

If you have questions regarding an eligible or non-participating item, District representatives may be contacted for guidance.

References:

FDOT Design <https://www.fdot.gov/roadway>
 FDOT Program Management <https://www.fdot.gov/programmanagement>
 FDOT Estimates <https://www.fdot.gov/programmanagement/estimates/estimates>
 FDOT SUN Trail Program <https://www.fdot.gov/planning/systems/systems-management/SUNTrail>
 FDOT Work Program <https://www.fdot.gov/workprogram/development/wp-instructions.shtm>
 DFS CSFA 55.038 <https://apps.fldfs.com/fsaa/searchCatalogResultsDetail.aspx?id=73958>

Prepared by: PE Number: 60720

Mohan Gopalakrishna

Name: Signature:

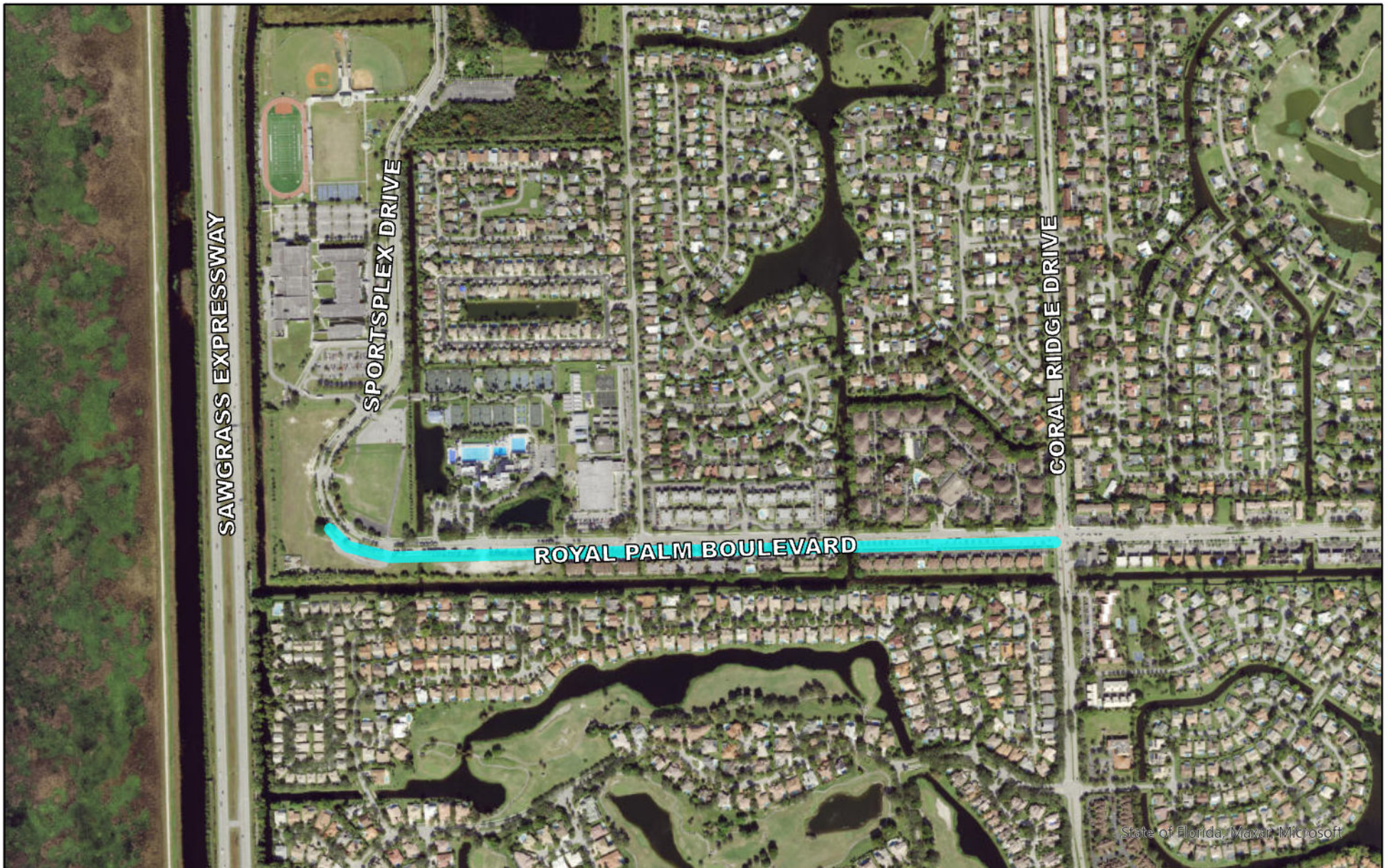
12/11/2023

Date:

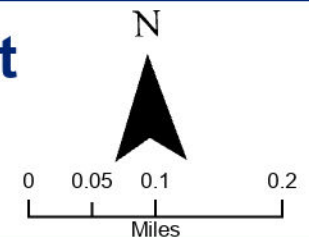
Reviewed by:

Name: Signature:

Date:



Royal Palm Boulevard Mobility Project Everglades Loop Segment 5 Location Map



(Use for Off-System Projects - Administered through LAP)
Project Description: INSERT PROJECT TITLE

[illegible]

Projects on the State Highway System and Critical Projects **MAY** utilize FDOT pay item numbers and descriptions.

*Estimated cost for preparation of the Construction Plans, Specs, and estimate package.

**Estimated cost for Construction Engineering and Inspection; Must provide an estimate if seeking reimbursement for Professional Services.

Non-participating items:

- Mowing & Litter removal
- Engineering work: Optional services; Survey; Video inspection; MOT plans preparation; As-builts/record drawings
- Utility work – this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc..
- Contingency

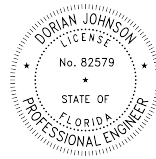
Other elements may be non-participating; the ones listed above are the commonly used pay items that are non-participating.

DESIGN AND CEI FEE GUIDE:

Recommended Percentage (%) of Construction Cost Estimate	
DESIGN (Phase 38)	15-30%
CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) (Phase 68)	15-30%

PLEASE NOTE: THE FUNDING REQUEST FOR PROFESSIONAL SERVICES IS OPTIONAL. THE PERCENTAGES ABOVE IS ONLY A GUIDE. LOCAL AGENCIES ARE RESPONSIBLE FOR DETERMINING THE APPROPRIATE PERCENTAGE OF CONSTRUCTION FOR DESIGN AND COSTS ESTIMATES AS WELL AS CONTINGENCY. COST MAY CHANGE AFTER PROJECT AWARD DUE TO DESIGN AND CONSTRUCTION VARIABLES. REVIEW OF FOOT FUNDING ALLOCATION WILL BE EVALUATED OVER THE LIFE OF THE PROJECT. THE LOCAL AGENCY WILL BE RESPONSIBLE FOR ALL INELIGIBLE/NON-PARTICIPATING COST AND COSTS IN EXCESS OF THE FOOT FUNDING ALLOCATION.

If you have any questions regarding an eligible or non-participating item, please contact District Four Local Program Unit.



Prepared by:	PE Number:	62579
Dorian Johnson	<i>Dorian Johnson</i>	
Name:	Signature:	Date: 10/18/2023
Reviewed by:		
Name:	Signature:	Date:
Approved by (Agency Responsible Charge):		
Name:	Signature:	Date:
Inflation percent used each year to calculate future construction costs (9 years out):		
		25%

Summary Sheet

Agenda Item: 11.

Meeting Date: March 6, 2024

Subject: Hot Mix Asphalt Pickup at Manufacturer (John Norris)

Requested Action: (A) Request to award the contract for Bid #24-C-163F for Hot Mix Asphalt Pickup at Manufacturer to **Ranger Construction Industries, Inc.** of West Palm Beach, Florida and **Weekley Asphalt Paving, Inc.** of Pembroke Pines, Florida from March 6, 2024 through March 5, 2025 with four (4) additional one (1) year renewal options. The estimated annual expenditure is \$62,000.

(B) Request to authorize the Purchasing Manager to execute and approve all renewals.

(C) Request to authorize the Purchasing Manager to execute and approve change orders up to \$45,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Summary Sheet](#)

Background / Description: The Public Works Department has a need to procure hot mix asphalt for various projects done throughout the City on an as needed basis. Once the hot mix asphalt is picked up at the manufacturer's location, the City must utilize the asphalt at the job site within a timely manner. If not, the asphalt will harden or peel from the surface after it is applied.

Specifications and requirements were prepared by the City's Streets Division. A formal bid package was prepared, solicited, and three (3) bids were received. Due to the reasons noted above, to be considered responsive the bidder must have a manufacturer pickup location within a thirty-five (35) miles radius of the City. The two responsive bidders are Ranger Construction Industries, Inc. of West Palm Beach, Florida at a cost of \$86.00 per ton and Weekley Asphalt Paving, Inc. of Pembroke Pines, Florida at a cost of \$90.00 per ton. The third bidder did not have a manufacturer pickup location within a thirty-five (35) mile radius of the City.

The Public Works Department and the Purchasing Division staff recommend awarding the contract for Bid #24-C-163F for Hot Mix Asphalt Pickup at Manufacturer to Ranger Construction Industries, Inc. of West Palm Beach, Florida and Weekley Asphalt Paving, Inc. of Pembroke Pines, Florida from March 6, 2024 through March 5, 2025 with four (4) additional one (1) year renewal options. Request to authorize the Purchasing Manager to execute and approve the renewals and change orders up to \$45,000. The estimated annual expenditure is \$62,000.

Presenting: John Norris

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: March 6, 2024
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 1991

SUBJECT: Hot Mix Asphalt Pickup at Manufacturer (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: (A) Request to award the contract for Bid #24-C-163F for Hot Mix Asphalt Pickup at Manufacturer to **Ranger Construction Industries, Inc.** of West Palm Beach, Florida and **Weekley Asphalt Paving, Inc.** of Pembroke Pines, Florida from March 6, 2024 through March 5, 2025 with four (4) additional one (1) year renewal options. The estimated annual expenditure is \$62,000.

(INCLUDE CONTRACT START/TERM DATES)

(B) Request to authorize the Purchasing Manager to execute and approve all renewals.

(C) Request to authorize the Purchasing Manager to execute and approve change orders up to \$45,000.

Funding source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

BACKGROUND / DESCRIPTION:

The Public Works Department has a need to procure hot mix asphalt for various projects done throughout the City on an as needed basis. Once the hot mix asphalt is picked up at the manufacturer's location, the City must utilize the asphalt at the job site within a timely manner. If not the asphalt will harden or peel from the surface after it is applied.

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The Public Works Department and the Purchasing Division staff recommend awarding the contract for Bid #24-C-163F for Hot Mix Asphalt Pickup at Manufacturer to Ranger Construction Industries, Inc. of West Palm Beach, Florida and Weekley Asphalt Paving, Inc. of Pembroke Pines, Florida from March 6, 2024 through March 5, 2025 with four (4) additional one (1) year renewal options. Request to authorize the Purchasing Manager to execute and approve the renewals and change orders up to \$45,000. The estimated annual expenditure is \$62,000.

Summary Sheet

Agenda Item: 12.

Meeting Date: March 6, 2024

Subject: Multipurpose Turf Machine (John Norris)

Requested Action:

Request to award the purchase for Bid #24-C-150F for one multipurpose turf machine to **EFE, Inc. dba Everglades Equipment Group** of Belle Glade, Florida in the amount of \$54,945. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

Background / Description:

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Under the City's Capital Improvement Program (CIP), the Parks and Recreation Department has funding to purchase one multipurpose turf machine in fiscal year 2024. The multipurpose turf machine will be replacing unit 1153, a 2014 Toro Workman that has reached it's end of lifecycle.

Specifications and requirements were prepared by the City's Fleet Services Division. A formal bid was packaged, prepared, solicited and two (2) bids were received. The low bidder is EFE, Inc. dba Everglades Equipment Group in the amount of \$54,945, offering a Weidenmann Super 600, multipurpose turf machine.

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The Weidenmann Super 600 is a versatile piece of equipment that offers integrated functionality, allowing the Parks and Recreation Department to streamline their turf maintenance processes. The Weidenmann Super 600 will contribute to improving time management, turfgrass health, and field playability in the following ways:

- **Efficiency in Operations:** The ability to verticut, vacuum, and dump the vacuum simultaneously means that tasks that would typically require three separate machines can now be performed in one pass. This leads to a significant time savings and increased efficiency in the overall maintenance process.
- **Reduced Downtime:** The Weidenmann Super 600 operators can transition seamlessly between different tasks without the need to switch equipment. This allows staff to complete maintenance tasks quickly.

- **Improved Turfgrass Health:** the Weidenmann Super 600 could contribute to improved turfgrass health. Verticutting helps in removing thatch and promoting a healthier turf structure, while efficient vacuuming removes debris and enhances overall turf quality.
- **Consistent Field Playability:** Regular and efficient maintenance with a multifunctional machine can contribute to consistent field playability. Well maintained turf is more likely to provide a safe and enjoyable playing surface for sports and other recreational activities.

The Public Works Department and the Purchasing Division staff recommend awarding the purchase for Bid #24-C-150F for one multipurpose turf machine to EFE, Inc. dba Everglades Equipment Group of Belle Glade, Florida in the amount of \$54,945.

Presenting: John Norris

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: March 6, 2024
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 1970

SUBJECT: Multipurpose Turf Machine (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the purchase for Bid #24-C-150F for one
(INCLUDE CONTRACT multipurpose turf machine to **EFE, Inc. dba Everglades**
START/TERM DATES) **Equipment Group** of Belle Glade, Florida in the amount of
\$54,945. Funding Source: Approved Capital Budget. Strategic
Goal: An Attractive Community. (REQUEST TO AWARD)

BACKGROUND / DESCRIPTION:

Under the City's Capital Improvement Program (CIP), the Parks and Recreation Department has funding to purchase one multipurpose turf machine in fiscal year 2024. The multipurpose turf machine will be replacing unit 1153, a 2014 Toro Workman that has reached it's end of lifecycle.

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- **Reduced Downtime:** The Weidenmann Super 600 operators can transition seamlessly between different tasks without the need to switch equipment. This allows staff to complete maintenance tasks quickly.
- **Improved Turfgrass Health:** the Weidenmann Super 600 could contribute to improved turfgrass health. Verticutting helps in removing thatch and promoting a healthier turf structure, while efficient vacuuming removes debris and enhances overall turf quality.
- **Consistent Field Playability:** Regular and efficient maintenance with a multifunctional machine can contribute to consistent field playability. Well maintained turf is more likely to provide a safe and enjoyable playing surface for sports and other recreational activities.

The Public Works Department and the Purchasing Division staff recommend awarding the purchase for Bid #24-C-150F for one multipurpose turf machine to EFE, Inc. dba Everglades Equipment Group of Belle Glade, Florida in the amount of \$54,945.

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Summary Sheet

Agenda Item: 13.

Meeting Date: March 6, 2024

Subject: Use of Forfeiture Funds (Chief McKeone)

Requested Action: Request to authorize the use of \$2,500 in Law Enforcement Trust Funds to cover the annual \$2,500 donation to the FBI National Academy Association (FBINAA). Funding Source: Receiving Forfeiture to Expend. Strategic Goal: A Thriving, Resilient Business Community. (REQUEST TO AUTHORIZE)

Funding Source: Receiving Forfeiture to Expend

Placement: Consent

Attachments: [Summary Sheet](#)

Background / Description: Authorize the fiscal year 2024 donation in the amount of \$2,500.00 to the Florida FBI National Academy Associates, Inc. (FBINAA) for their annual National Re-Trainer Conference. The appropriate State expenditure account will be used.

Presenting: Bradley McKeone

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: March 6, 2024
Department: Police
Initiated By: Bradley McKeone

DOC ID:

SUBJECT: Forfeiture Funds

PLACEMENT: Consent

REQUESTED ACTION: Request to authorize the use of \$ 2,500.00 in Law Enforcement
(INCLUDE CONTRACT Trust Funds to cover the annual \$2,500.00 donation to the FBI
START/TERM DATES) National Academy Association (FBINAA) (REQUEST TO
AUTHORIZE)

PROJECT REVIEWED BY N/A
OR INCLUDED IN:

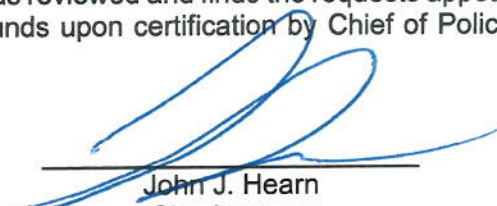
ATTACHMENTS: N/A

BACKGROUND / DESCRIPTION:

\$2,500.00

Authorize the fiscal year 2024 donation in the amount of \$2,500.00 to the Florida FBI National Academy Associates, Inc. (FBINAA) for their annual National Re-Trainer Conference. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

City Attorney John J. Hearn has reviewed and finds the requests appear to be allowable expenses of Law Enforcement Trust Funds upon certification by Chief of Police and approval of the City Commission.



John J. Hearn
City Attorney

Staff will continue to look for grant funding for future capital projects along with other programs suitable for trust fund expenditures.

I, Bradley McKeone, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and complies with the requirements of the State of Florida Forfeiture Guidelines and/or the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request has been reviewed and approved by the Office of the City Attorney.



Bradley McKeone
Chief of Police

Summary Sheet

Agenda Item: 14.

Meeting Date: March 6, 2024

Subject: Use of Forfeiture Funds (Chief McKeone)

Requested Action: Request to authorize the use of \$2,000 in Law Enforcement Trust Funds to cover a \$2,000 donation to the FAU School of Criminology and Criminal Justice. Funding Source: Receiving Forfeiture to Expend. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AUTHORIZE)

Funding Source: Receiving Forfeiture to Expend

Placement: Consent

Background / Description: Authorize the fiscal year 2024 donation in the amount of \$2,000 to the FAU School of Criminology and Criminal Justice which is a 501(c)3 foundation and one of its purposes is to provide financial assistance to Criminal Justice Students. These students are the next generation of law enforcement officers, dispatchers, analysts and support personnel in our area. The appropriate State expenditure account will be used.

Presenting: Bradley McKeone

Summary Sheet

Agenda Item: 15.

Meeting Date: March 6, 2024

Subject: Ordinance 2024-107, Second Reading, Live Local Act (LDA23-0004) (Tina Jou)

Requested Action: Request to approve and adopt on second reading Ordinance 2024-107, amending Chapter 25 of the Land Development Code, creating new Article XVIII entitled “Live Local Act”; providing for conflicts; providing for severability; providing for codification of Ordinance 2024-107. First reading held February 21, 2024. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (LDA23-0004) (REQUEST TO APPROVE, ADOPT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)

[#1 - Ordinance 2024-107](#)

[#2 - Petition LDA23-0004](#)

[#3 - Map of Zoning Districts Permitting Qualifying Developments](#)

[#4 - Business Impact Estimate](#)

Presenting: Tina Jou

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: March 6, 2024
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 1944

SUBJECT: Ordinance 2024-107, Second Reading, Live Local Act (LDA23-0004)

PLACEMENT: Policy Formation

REQUESTED ACTION: Request to approve and adopt Second Reading of Ordinance 2024-107 amending Chapter 25 of the Land Development Code creating new Article XVIII, entitled "Live Local Act"; providing for conflicts; providing for severability; providing for codification for Ordinance 2024-107. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (LDA23-0004)(REQUEST TO APPROVE, ADOPT)

PRIOR ACTION:

2/21/2024 Commission approved (5-0, unanimous) First Reading of Ordinance 2024-101.
1/23/2024 Planning & Zoning Board forwarded a favorable recommendation (4-0, unanimous) to the City Commission relative to LDA23-0004.
8/16/2023 Commission approved Resolution 2023-033 adopting a Notice of Intent for pending regulation changes related to affordable housing development in commercial and industrial districts.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

APPROVE AND ADOPT SECOND READING OF ORDINANCE 2024-107 AMENDING CHAPTER 25 OF THE LAND DEVELOPMENT CODE CREATING NEW ARTICLE XVIII, ENTITLED "LIVE LOCAL ACT".

LOCATION: X Citywide

ATTACHMENTS:

- #1 – Ordinance 2024-107
- #2 – Petition LDA23-0004
- #3 – Map of Zoning Districts Permitting Qualifying Developments
- #4 – Business Impact Estimate

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Ordinance 2024-107: Second Reading, Live Local Act (LDA23-0004)

SUBJECT: PETITION OF THE CITY OF CORAL SPRINGS AMENDING CHAPTER 25 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS BY CREATING NEW ARTICLE XVIII, ENTITLED “LIVE LOCAL ACT”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. (LDA23-0004)

BACKGROUND/PURPOSE

The Land Development Code (LDC) contains regulations that guide the physical development of the City. The regulations in the LDC are not static and are updated regularly to account for emerging trends, changes to associated documents, and amendments to state or county laws. Staff continuously monitors and reviews the Code to ensure regulations for development are appropriate for the City and recommends amendments when needed or as directed by the City Commission.

In 2023, the Florida Legislature passed Senate Bill 102, entitled “Live Local Act” (Act), which among other things, preempts the ability of cities and counties to regulate affordable housing under certain circumstances. Specifically, a municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial and industrial if at least 40% of the residential units in a proposed multifamily development are, for a period of 30 years, affordable as defined under state law. Since the City designates less than 20% of its land area for commercial or industrial uses, a qualifying development proposing affordable housing under the Act must propose mixed-use residential development in areas zoned commercial and industrial.

A municipality may not require a proposed development under the Act to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and density. For mixed-use residential projects, at least 65% of the total square footage must be used for residential purposes. Density must not be restricted below the highest allowed density on any land in the municipality, and height may not be restricted below the highest currently allowed height for a commercial or residential development located in its jurisdiction within one mile of the proposed development or 3 stories, whichever is higher. All other local land development requirements must be met, including but not limited to platting, concurrency, environmental review, traffic, setbacks, landscape, etc.

Additionally, the Act:

- Requires municipalities to consider reducing parking requirements for the project if it is within a half mile of a major transit stop.
- Establishes regulations for the disposition of municipal property appropriate for affordable housing, including approval of an inventory list of real property every three years and making it publicly available on the City website;
- Requires municipalities to maintain policies and procedures concerning expedited processing of building permits and land development orders on its website;
- Prohibits local ordinances from imposing price controls;
- Creates new property tax exemptions for affordable housing, including an option for local governments to adopt ordinances providing certain tax exemptions;
- Requires municipalities to provide notice to applicants within 10 days of submittal of a development application for affordable housing if the application is complete. If notice is not provided, the application will be automatically deemed completed and accepted.

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Ordinance 2024-107: Second Reading, Live Local Act (LDA23-0004)

The provisions of the Act detailed above became effective on July 1, 2023, and expires in 2033. In August 2023, the City Commission approved a zoning in progress to provide sufficient time for staff to review the requirements of the Act and propose a LDC amendment to address the new state regulations. The goal of this LDC amendment is to ensure qualifying projects will benefit from the preemptions afforded by the Act, address/clarify any regulatory gaps that are within the City's purview, while also implementing the overall vision and aesthetics of the City. While there have been no applications submitted in accordance with the Act, staff has received several inquiries on the eligibility of different properties throughout commercial districts.

As the new legislative session has recently begun, amendments have already been introduced to clarify some of the items required by the Act. Any future changes to the Act would require City LDC amendment.

ANALYSIS

In order to make the necessary amendments, staff researched other local municipalities to ensure the proposed regulations would be appropriate, as well as consistent with current trends. Land Development Codes from the cities of Coconut Creek, Weston, Boca Raton, and others were reviewed to examine requirements. Although the requirements are new, the cities provided similar approaches to the land development regulations providing definitions, requirements for affordability commitments, setbacks, buffers, and architectural treatment and site design.

Affordability as defined in Section 420.0004, Florida Statutes, means monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30% of that amount which represents the percentage of the median adjusted gross annual income for middle, moderate, low and very low income households. The table below provides income limits by household size for Broward County.

Household Size	Extremely Low 30% AMI	Very Low 31-50% AMI	Low 51- 80% AMI	Moderate 120% AMI
1	\$20,200	\$33,600	\$53,800	\$80,640
2	\$23,050	\$38,400	\$61,450	\$92,160
3	\$25,950	\$43,200	\$69,150	\$103,680
4	\$30,000	\$48,000	\$76,800	\$115,200
5	\$35,140	\$51,850	\$82,950	\$124,440
6	\$40,280	\$55,700	\$89,100	\$133,680
7	\$45,420	\$59,550	\$95,250	\$142,920
8	\$50,560	\$63,400	\$101,400	\$152,160

In addition to preempting the location of affordable housing developments, the Act established building height and density standards, regardless of what the zoning district permits. The maximum permitted building height for a qualifying development may be the highest for a commercial or residential building within one mile of the subject property or three stories, whichever is higher. Since the City's highest allowed density is 40 dwelling units per acre, a

City of Coral Springs
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Subject: Ordinance 2024-107: Second Reading, Live Local Act (LDA23-0004)

qualifying development proposing mixed-use affordable housing would be permitted to develop 40 dwelling units per acre on a commercial or industrial zoned property if other LDC and Comprehensive Plan requirements are met.

The City has adopted various regulatory frameworks have been adopted in the past in an effort to encourage affordable housing and mixed use developments, which form the foundation of the proposed LDC amendment to address Live Local Act. *Article II – Affordable Housing Programs* of the LDC includes guidelines for inclusionary housing plans, which were incorporated in this amendment. Additionally, existing City Code Section 250154 permits mixed-use developments in commercial districts subject to certain standards. Both sections were utilized in this amendment to ensure qualifying developments that submit under the Act meet the intent and purpose of our district and overall consistency with our Code.

The following is a brief outline of proposed changes to the LDC relating to qualifying developments:

Definitions: The Act does not provide definitions for gross floor area, major transit stop, and what qualifies developments under the requirements. The proposed LDC establishes consistent guidelines and definitions for developments.

Per the Code, a qualifying development is defined as *a multiple-family mixed-use development proposed pursuant to Section 166.04151(7), Florida Statutes, with sixty-five percent (65%) of the gross square footage used for residential purposes, at least forty percent (40%) of rental residential units which are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, with the remaining thirty-five percent (35%) of the gross square footage dedicated to non-residential uses, as permitted in the applicable zoning district.*

Zoning Districts Permitting Qualifying Developments: The Act requires municipalities to allow mixed-use, affordable residential development in areas that do not currently allow residential, such as commercial and industrial areas. Since there are areas within the City's commercial zoning districts that permit mixed uses, those areas identified as permitted under *Section 250154 Procedures and Requirements for Mixed Use Residential* are exempt from the Act. Likewise, the Downtown Mixed-Use (DT-MU) zoning district currently permits residential and mixed-use developments and is therefore exempt from the Act.

The proposed Code permits qualifying developments in the following zoning districts:

- B-1, Neighborhood Business
- B-2, Community Business
- B-3, General Business
- IC, Industrial Commercial
- IRD, Industrial, Research and Development Park

Development Regulations: This section includes requirements for minimum square footage of residential (65%) and nonresidential (35%) uses for each development. It includes requirements for affordable and market rate units to ensure fair and equitable treatment of both housing

**City of Coral Springs
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Summary Sheet
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Subject: Ordinance 2024-107: Second Reading, Live Local Act (LDA23-0004)

products. For example, the affordable and market rate units must be located within the same structure, have the same entrances, common and amenity areas. Interior and exterior fixtures and finishes must be the same type and quality for both market and affordable units. The unit mix (bedroom count and size per unit) must also be proportional.

A qualifying development must comply with the affordability commitment established by the State for a period of 30 years. The property owner will be required to submit an annual certification to the Development Services Department to demonstrate compliance with affordability criteria.

Site Design: This section identifies the setbacks, building separation, maximum plot coverage, buffer and landscape requirements, which are consistent with the existing mixed-use residential requirements in Section 250154. It also provides additional requirements for qualifying developments proposed in the B-3 and industrial zoning districts, such as increased buffers and setbacks, and submittal of a comprehensive environmental site assessment.

The Code establishes minimum dwelling unit sizes to be consistent with other developments in the City. The qualifying development would need to comply with the appropriate architectural guidelines for the district as determined by staff. Parking garages are required to be screened and located interior to the site (not along roadway frontages). A 5% parking reduction in parking requirements will be considered if located within a half mile of a major transit stop, subject to requirements and approval.

Expiration or loss of qualifying development status: The Code provides for penalties (\$250 per day per unit per violation) and cure for the loss of affordability requirements or violation of the regulations.

Site Plan Review Procedures for Applications: Since the City has existing Code requirements for administrative review of site plans, there are no changes required to the development review process. Applications for qualifying developments are required to include similar documents required in *Article II - Affordable Housing Programs* to ensure compliance with Code. Applications must include an affordable housing plan, providing the dwelling unit mix, affidavit of commitment, legal documents supporting unified control, comprehensive site assessment (B-3 and industrial districts), and analysis of water and wastewater demand associated with the development. A traffic analysis and parking study are required if required for the site.

SUMMARY

The purpose of the proposed amendment is to ensure qualifying developments comply with the Comprehensive Plan and regulations of the City while benefiting from the preemptions awarded under the Act. Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission for LDA23-0004.

INTERVENING ACTION FROM THE JANUARY 23, 2024 PLANNING AND ZONING BOARD MEETING

Planning and Zoning Board forwarded a favorable recommendation (4-0, unanimous) relative to LDA23-0004 amending Chapter 25, creating new Article XVIII, entitled "Live Local Act."

INTERVENING ACTION FROM THE FEBRUARY 21, 2024 CITY COMMISSION MEETING

City Commission held a public hearing to consider Ordinance 2024-107 and voted (5-0, unanimous) to approve first reading and set second reading for March 6, 2024.

ORDINANCE NO. 2024 - 107

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING CHAPTER 25 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS BY CREATING NEW ARTICLE XVIII, ENTITLED “LIVE LOCAL ACT”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the “Act”), which, among other things, is designed to streamline and incentivize affordable housing within the State of Florida; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on commercial or industrial zoned properties are subject to the development regulations; and

WHEREAS, the Act provides that, if a municipality has designated less than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, it is only required to allow multi-family development pursuant to the Act as part of a mixed-use residential development; and

WHEREAS, given that less than twenty percent (20%) of the land area of the City is designated for commercial or industrial use, any development of land approved pursuant to the Act must consist of a mixed-use project; and

WHEREAS, to qualify as a mixed-use development, a meaningful non-residential component in the project is appropriate, particularly acknowledging the State's legislative recognition of the importance of attaining at least twenty percent (20%) of the City's land area for commercial or industrial use; and

WHEREAS, the City is committed to providing a sustainable community for its residents and future generations, and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community; and

WHEREAS, the City Commission has determined thirty-five percent (35%) of the total square footage of a project proposed under the Act as a non-residential component is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's land development regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height,

and land use (which are established in, and preempted by, the Act), and complies with all other applicable requirements of state and local law; and

WHEREAS, the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development. The City does not currently have a definition of major transit stop and wishes to adopt one and provide related parking incentives; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City's Land Development Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, the City is adopting the regulations contained within this Ordinance to provide for implementation of the Act, which was effective as of July 1, 2023, and has determined it is appropriate for all applications for projects under the Act to be processed in accordance with the regulations contained within this Ordinance, and to apply these regulations to any application or submission for an application under the Act; and

WHEREAS, pursuant to the pending ordinance doctrine set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and land development regulations governing the development of affordable housing projects proposed on properties located in commercial and industrial zoning districts; and

WHEREAS, working under the zoning in progress principals consistent with the pending ordinance doctrine, the City administration has developed this Ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this Ordinance; thus, property owners and developers should not rely on existing land development regulations in making investment and development-related decisions; and

WHEREAS, the City Commission finds and determines that updating the City’s Land Development Code to implement the Live Local Act is in the best interest of the residents of the City of Coral Springs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Chapter 25 of the Land Development Code of the City of Coral Springs is hereby amended by creating new Article XVIII, entitled “Live Local Act,” to read as follows:

ARTICLE XVIII

LIVE LOCAL ACT

Sec. 2501070. Qualifying development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act.

(a) Intent and purpose.

The purpose of this section is to establish procedures and regulations for the development of mixed-use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the “Live Local

Act” (the “Act”), which development involves a combination of residential and non-residential components, and a combination of dwelling units, at least forty percent (40%) of which must qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

- (1) Protect and promote the public health, safety, and general welfare of the residents of the City;
- (2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
- (3) Confirm qualifying developments proposed pursuant to the Act are mixed-use residential developments, as required by the Act, given less than twenty percent (20%) of the City’s land area is designated for commercial or industrial use;
- (4) Specify the City Zoning Districts to which this section is applicable and within which qualifying developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
- (5) Confirm the land development regulations applicable to proposed qualifying developments under the Act, including acknowledgment of the statutory mandates regarding use, height, and density;
- (6) Provide the minimum non-residential floor area for qualifying developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled; and
- (7) Establish an administrative approval process for qualifying developments under the Act.

(b) Applicability.

Applications for a qualifying development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for qualifying developments shall be accepted after October 1, 2033, unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes, and the City Commission extends these deadlines accordingly.

(c) Definitions.

Density Calculation shall be defined as provided in Section 250151 of this Chapter.

Gross Square Footage (Gross Floor Area) shall mean the sum (in square feet) of the area of each floor level, measured from principal outside faces of exterior walls, including, but not limited to, basements, corridors, hallways, utility areas, elevators, storage rooms, staircases, and mezzanines, but not including architectural projections. Included are areas that have floor surfaces with clear standing head room (six (6) feet, six (6) inches minimum) regardless of their

use. This definition includes areas which are not enclosed, but roofed; however, it does not include unroofed areas.

Major transit stop shall mean an intercity bus stop/station or a transit hub where two (2) or more transit routes converge.

Qualifying development shall mean a multiple-family mixed-use development proposed pursuant to Section 166.04151(7), Florida Statutes, with sixty-five percent (65%) of the gross square footage used for residential purposes, at least forty percent (40%) of rental residential units which are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, with the remaining thirty-five percent (35%) of the gross square footage dedicated to non-residential uses, as permitted in the applicable zoning district.

Unified control means all land included for the purpose of development shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the City Attorney. Upon application, the applicant shall agree as follows:

- (1) To proceed with the qualifying development according to the provisions of the division and the affordability requirements as established by State law and covenant;
- (2) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and
- (3) To bind their successors in title to any commitments made under the above for the affordability period and as long as the development remains a qualifying development. All agreements and evidence of unified control shall be reviewed by the City Attorney and no site plan for a qualifying development shall be approved without verification by the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(d) Zoning districts permitting qualifying developments.

Based on the requirements of Florida law, qualifying developments shall be permitted in the zoning districts listed below, except as permitted in Section 250154 Procedures and requirements for mixed-use developments. The Local Activity Center (LAC) land use and Downtown Mixed-Use (DT-MU) zoning districts permit mixed residential and commercial uses, as regulated by the Development of Regional Impact, Comprehensive Plan and Land Development Regulations, and therefore, are exempt from this section.

- (1) B-1, Neighborhood Business.
- (2) B-2, Community Business.
- (3) B-3, General Business.
- (4) IC, Industrial Commercial.
- (5) IRD, Industrial, Research and Development Park.

(e) Applicable development regulations.

(1) Unified lot. All land included for purposes of a qualifying development, including all residential and non-residential components, shall be under unified control.

(2) Required residential use.

a. Sixty-five percent (65%) of the total gross square footage of a qualifying development shall be used for residential purposes.

b. Equivalency of affordable dwelling units.

(i) Affordable dwelling units and market rate units within a qualifying development shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every qualifying development structure contains both affordable and market rate units in equal proportions; in no event shall a qualifying development structure consist entirely of market rate units.

(ii) All common areas and amenities within a qualifying development shall be accessible and available to all residents (both affordable and market rate units).

(iii) Access to the required affordable dwelling units in a qualifying development shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.

(iv) Unit mix (bedroom count and size per unit): The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types and within each structure within the qualifying

development). When measurements determining the unit mix of affordable units result in any decimal fraction less than 0.5, they shall be rounded down to the nearest whole number, and any decimal fraction of 0.5 or more shall be rounded up to the nearest whole number.

- (v) Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.
- (vi) If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units and nonresidential uses. A certificate of occupancy for affordable units must be issued concurrently with or prior to the certificate of occupancy for market rate units of the development. In phased developments, affordable units may be constructed and occupied in proportion to the number of units in each phase of the residential development.
- (vii) The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.
- (viii) The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including, but not limited, to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

c. *Affordability commitment.*

- (i) Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent (40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. Before the issuance of any Building Permit, the property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with this affordability requirement and providing enforcement rights for the City.
- (ii) The property owner shall provide to the City, each year on January 15, an annual certification form certifying all affordable housing units meet the affordability criteria set forth in Section 420.0004, Florida Statutes.

(3) Required non-residential use.

- a. Thirty-five percent (35%) of the total square footage of the qualifying development shall be devoted to principal non-residential uses that are not dedicated to, or exclusively accessible by, the on-site residential uses. Residential community amenities, or non-residential uses open only to residents of the qualifying development are not considered non-residential uses.
- b. Non-residential uses shall be limited to those uses permitted in the zoning district and land use regulations applicable to the land on which the qualified project is located. Proposed uses requiring conditional use shall be subject to City Commission approval and the applicable regulations and limitations for the use.

(4) Allocation of shared space square footage.

- a. Lobby, service areas, and amenity areas exclusively serving the residential uses of a qualifying development shall be considered residential square footage.
- b. Common ground floor lobby, service areas, parking, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(5) Site design.

- a. Qualifying developments must locate all non-residential uses on the same (or unified) plot.
- b. Qualifying developments located on land zoned industrial must locate all non-residential uses in a structure separate from any residential uses. Structures used for more intense industrial purposes, as determined solely by the City, need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.
- c. Qualifying developments located on land zoned B-3 or Industrial shall submit a study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

(6) Additional development standards.

a. The following standards are applicable to all qualifying developments regardless of the zoning district they are located in:

(i) Maximum density and height:

1. With respect to the residential component of a qualifying development, the maximum density shall be the highest allowed density on any land in the City where residential development is allowed by right, without incorporation of any bonus density and/or flex and reserve units. The maximum permitted density in the City is forty (40) dwelling units per acre.
2. The maximum height shall be the highest currently allowed for a commercial or residential development within the City and within one (1) mile of the proposed development, or three (3) stories, whichever is higher.

(ii) Minimum air conditioned dwelling unit size:

1. Studio or one (1) bedroom: Eight hundred and fifty (850) square feet;
2. Two (2) bedrooms: One thousand two hundred (1,200) square feet;
3. Three (3) or more bedrooms: One thousand four hundred (1,400) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

(iii) All other applicable Land Development Code development standards unless specifically regulated in this section.

b. Architectural Requirements and Building Treatment.

(i) Architectural requirements of the qualifying development shall conform to the guidelines for the district it is located within, where applicable. All qualifying developments proposed under this section shall be cohesive and architecturally compatible with guidelines as determined by staff.

(ii) Overhead garage or loading doors larger than eight (8) feet in width or height shall not be located on immediate streetside elevations of buildings nor be oriented toward abutting residential uses, unless effectively screened from view and sound.

(iii) Electrical and mechanical equipment shall be effectively screened from view from public areas, streets, adjoining properties, and residential uses.

c. Minimum plot size regulations: The minimum size of a qualifying development shall be two (2) acres. Individual parcels within a qualifying development shall be no less than one (1) acre in size.

d. Maximum pervious area: Uses shall be limited to a floor area ratio of no more than two (2) to one (1) and to a plot coverage of buildings and other pervious areas of no more than eighty (80) percent.

e. Setback regulations.

(i) Nonresidential buildings and mixed residential/nonresidential buildings shall be located no closer than sixty-five (65) feet from any street right-of-way external to the development. Residential buildings shall be located no closer than twenty-five (25) feet from any street located outside the boundaries of the qualifying development except where prohibited by the Broward County Trafficways Plan.

(ii) Nonresidential buildings and mixed residential/nonresidential buildings shall be located no closer than fifteen (15) feet from the edge of pavement of any drive aisle, parking lot, or turn lane of any street internal to the development.

(iii) No building shall be located closer than twenty-five (25) feet from any overall qualifying development project boundary.

(iv) No window, door, or private balcony of a residential unit shall face any other building across a distance of less than twenty (20) feet at the same elevation.

(v) Where apartments are located above a permitted nonresidential use, there is no minimum building separation requirement. However, the buildings shall satisfy any building setback requirements provided elsewhere in this Chapter for the permitted nonresidential use.

(vi) Where freestanding residential buildings are located adjacent to nonresidential buildings or freestanding residential buildings, the buildings shall be separated by at least the sum of the building heights, divided by

two (2). Where townhouse units are proposed, the setbacks, separation and spacing requirements for townhouses shall be found in the comparable zoning district.

f. Buffer/landscaping requirements. Qualifying developments which do not require conditional use approval shall conform to the landscaping and buffering requirements contained elsewhere in the Land Development Code consistent with the residential zoning district which permits comparable density. Where uses require conditional use approval, a buffer and landscaping shall be provided consistent with the intent of this Chapter and approved by the City Commission.

g. Parking.

(i) Parking garages, if used, must be screened and shall not be located along roadway frontages.

(ii) A qualifying development that is located within one-half (1/2) mile of a major transit stop, as determined by the City, may request up to a five percent (5%) reduction in the total parking requirements, and such request shall be evaluated based on site conditions and the following criteria:

1. There is a continuous public sidewalk or multi-use path from the proposed qualifying development to the major transit stop (or the proposed qualifying development will provide such continuous path); and

2. The proposed qualifying development provides onsite and offsite enhancements to pathways and sidewalks to support pedestrian comfort and other improvements/techniques to achieve the same goal, including but not limited to: incorporating canopy trees; distinctive pavement; identity, wayfinding, and directional signage; transit infrastructure; and shaded rest areas furnished with appropriate street furniture.

(7) Regulatory compliance.

a. In addition to the provisions set forth herein, qualifying developments shall comply with all other land development regulations applicable to multi-family developments in which the density is proposed.

b. All aspects of the qualifying development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.

c. Compliance with applicable laws and regulations. In addition to the provisions set forth herein, qualifying developments shall comply with all other applicable state and local laws and regulations.

(8) Expiration or loss of qualifying development status.

a. Penalties.

Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars (\$250.00) per day per unit per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any body or board, including, but not limited to the Code Enforcement Special Magistrate.

b. Loss for failure to meet affordability requirements.

An approved qualifying development project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

c. Expiration of covenant. A qualifying development, for which a covenant guaranteeing affordable housing has expired, shall be considered:

(i) A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.

(ii) A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable.

(iii) Subject to Chapter 25, Article X of the Land Development Code, "Nonconforming uses and structures."

Sec. 2501071. Site plan review procedures for applications pursuant to Section 166.04151(7), Florida Statutes.

(a) Filing.

(1) Application. The applicant shall submit the proposed site plan to the Director of Development Services, or their designee. The application shall include:

- a. All information and be in the form as provided in Section 201, "Approval of site development plan prerequisite to issuance of building permit."
- b. Affordable Housing Plan: including dwelling unit mix, number of bedrooms and unit sizes, income levels to which each unit will be made affordable, methods used to advertise affordable units, annual certification form, and any additional information requested by Director of Development Services.
- d. An Affidavit of Commitment. The applicant must file an Affidavit of Commitment in a form provided by the City, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the City). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from certificate of occupancy and may only be released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The City will provide the form covenant and monitoring and compliance forms upon submittal of the application. Annual certification shall be submitted to the Development Services Department.
- e. Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access, as applicable.
- f. A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparable site is so obviously close to render this unnecessary) with a brief analysis of the comparable site.
- g. A brief analysis of the comparable site for the proposed density determination.
- h. Easily visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.
- i. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.
- j. As required by the Director of Development Services, qualifying developments located on B-3 or Industrial zoning districts shall submit a

study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

- k. Analysis of water and wastewater demand associated with the development demonstrating demand is within existing availability.
- l. A traffic analysis demonstrating the ability to achieve an internal trip capture concurrent with the buildout of the project.
- m. A parking study if the qualifying development is requesting up to a five percent (5%) reduction in the total parking requirements, as provided in Section 2501070(e)(6)(g).

SECTION 3. Zoning in Progress. That pursuant to the pending ordinance doctrine set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine and declares zoning in progress concerning the zoning and land development regulations governing the development of affordable housing projects proposed on properties located in commercial and industrial Zoning Districts. All property owners and developers should be aware that provisions of the pending Ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this Ordinance; thus, property owners and developers should not rely on existing land development regulations in making investment and development related decisions.

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Coral Springs; and that the sections of this ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED ON SECOND READING THIS ____ DAY OF _____, 2024.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___



Hover form fields for instructions.

Land Development Code Amendment (LDA) Petition

Petitioner Information

Name (or firm)

Email

Amendment Information

Sections of the code to be amended

Proposed amendment

Reason for amendment

What is the public benefit of the proposed code amendment?

How does this code amendment(s) affect other portions of the code and/or the public?

Does this amendment impact the cost of housing? ☐ Yes ☒ No

If yes what is the approximate increase per unit? N/A

If this amendment impacts the cost of housing per unit, notify the Chief Planner.

Notary Public

The foregoing instrument was acknowledged before me on

January 17, 2024

by means of: ☒ physical presence ☐ online notarization ☐ took an oath ☐ did NOT take an oath

☒ personally known ☐ produced identification ID type _____



Judith Butler
Comm.: HH 433015
Expires: Oct. 3, 2027
Notary Public - State of Florida

Judith Butler 1/17/24
Notary signature/date

My commission expires 10/3/27

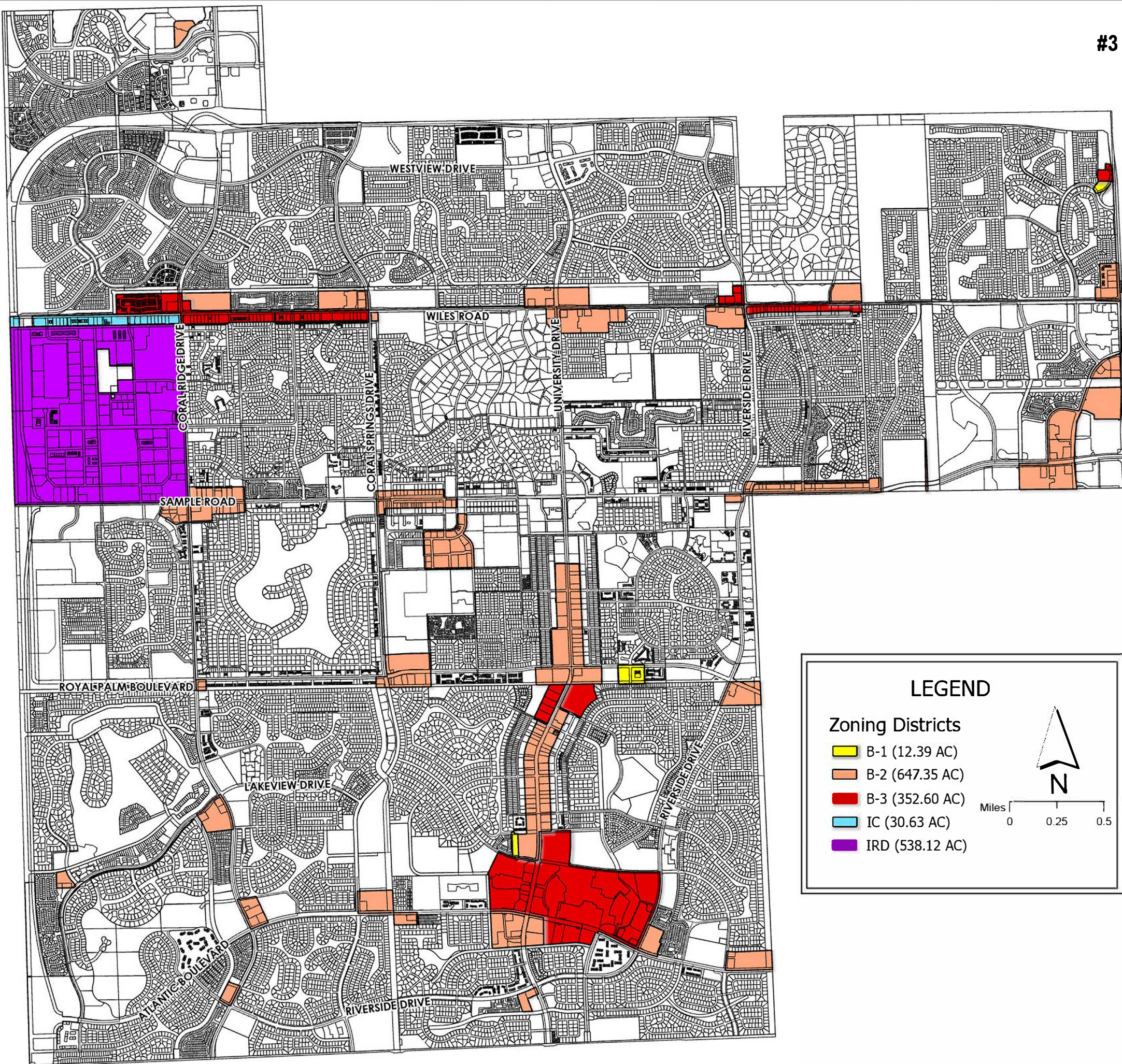
Submit the following with this form.

- Two (2) 11" x 17" sets of site plans of subject property
- CD containing digital copies of all documents in PDF file
- \$4,410.30 fee plus recordation fee and legal advertising costs to be determined by City Clerk (954-344-1065)

Submit by Email

Community Development Division use only

Petition # LDA23-0004 Accepted by JL Date accepted 8/14/23



POTENTIAL LOCATIONS FOR QUALIFYING DEVELOPMENT



City of Coral Springs

Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the City's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title and File ID # of proposed ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING CHAPTER 25 OF THE LAND DEVELOPMENT CODE CREATING NEW ARTICLE XVIII, ENTITLED "LIVE LOCAL ACT"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 2024-107

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the City;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

N/A

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information/methodology for preparation, if any:

N/A

Prepared by: Tina Jou

Print name and title

Tina Jou

Digitally signed by Tina Jou
Date: 2024.01.23 11:11:27 -05'00'

Signature and Date

Summary Sheet

Agenda Item: 16.

Meeting Date: March 6, 2024

Subject: Solid Waste Collection and Recycling Services (John Norris)

Requested Action: Request to award contract for RFP #23-A-143, Solid Waste Collection and Recycling Services to **Coastal Waste and Recycling of Florida, Inc.**, of Boca Raton, Florida from October 1, 2024 through September 30, 2031. The contract may be renewed for up to two (2) additional five (5) year renewal terms. The estimated annual expenditure is \$5,000,000 for single family residential and low-density multi-family services. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Term Or Effective Date: October 1, 2024 through September 30, 2031.

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)

[#1 - Exclusive Franchise Agreement](#)

[#2 - Evaluation Committee and List of Proposers](#)

Background / Description: The collection of municipal solid waste, recyclables, yard waste, and bulk trash is a critical service that impacts the health and safety of every resident and place of business in the City. The City of Coral Springs has historically provided these services utilizing an outside vendor.

The current contract for these services will expire September 30, 2024. This contract, awarded in 2013, had a total available contract length of 11 years. All contract renewals have been exercised and, as is our process in these circumstances, City staff prepared a procurement action to establish a new contract.

Bearing in mind the critical nature of these services to the residents and businesses, staff engaged the services of Mr. David Dee, Esquire who specializes in environmental law and has wide experience in solid waste collection and disposal services within the State of Florida. Staff prepared a scope of services and a Request for Proposal which was issued on May 10, 2023. This Request for Proposal (RFP) included not only a detailed description of the services to be provided but also established benchmarks for customer service standards, billing practices and liquidated damages should the contractor fail to meet the requirements of the contract. Of primary importance in this procurement is the inclusion of draft agreements with the RFP that created a level playing field upon which proposers could submit their response to the City.

Proposals were opened on August 9, 2023, with proposals received from the following five firms:

- Coastal Waste and Recycling of Florida, Inc.
- Republic Services of Florida, Limited Partnership
- FCC Environmental Services of Florida, LLC
- Waste Management Inc. of Florida
- Waste Pro of Florida, Inc.

An Evaluation Committee was formed to review the proposals (attached). A determination was made that all five proposers were substantial and viable candidates for consideration of award of contract. The

Evaluation Committee would therefore interview all five firms. On September 18, 2023 and September 19, 2023 the Evaluation Committee received presentations from four of the firms (Republic Services declined to present). The presentations included a question-and-answer period with each proposer. Coastal Waste and Recycling of Florida Inc. (Coastal) was the unanimous top ranked proposer for the following reasons:

- Coastal, since its inception 22 years ago, has a history of providing similar solid waste collection services for government customers such as:

Miami Dade County awarded in 2008 through 2023, renewed for 2 years thru 2025

City of Fort Lauderdale awarded in 2020 through 2023 - curbside recycling

Town of Davie awarded 2021 through 2030 – same services as Coral Springs

Pompano Beach awarded in 2022 through 2027 – same services as Coral Springs

North Miami Beach awarded in 2022 through 2024 - same services as Coral Springs

Hialeah awarded 2019 through 2024 - curbside recycling

Oldsmar awarded 2021 through 2026 – same services as Coral Springs

Loxahatchee Groves awarded 2019 through 2026 – same services as Coral Springs

- The management team for Coastal has significant recent experience in the Broward County market with transitions from other service providers to their company. The municipalities recently experiencing this transition with Coastal are the Town of Davie, North Miami Beach, and the City of Oldsmar.
- The cost proposal submitted by Coastal represents the lowest cost of services, when taking into consideration all three areas of service provision, single family residential, low-density multi-family, and commercial.
- Coastal offered additional value adds such as replacing all of the trash and recycle containers at no cost to the City and portable comfort stations that will be provided at City sponsored Special Events. The new trash containers are a value add worth approximately \$3,000,000.
- As provided in Section 41.3, Contractor shall be providing \$250,000 on or before October 1 for each contract year as a Contribution to the City's Household Hazardous Waste Program.

Upon approval of this contract, staff will proceed with the transition plans outlined in the Contract and the proposal response from Coastal. This transition process will include a coordination effort with City Staff on an operational level and the creation of a public outreach program to publicize the changes inherent in the new contract.

The Public Works Department and the Purchasing Division staff recommend the approval of the contract for RFP #23-A-143, Solid Waste Collection and Recycling Services (exclusive City-Wide Franchise) to Coastal Waste and Recycling of Florida, Inc. of Boca Raton, Florida from October 1, 2024 through September 30, 2031. The contract may be renewed for up to two (2) additional five (5) year renewal terms. The estimated annual expenditure for single family residential and low-density multi-family services is \$5,000,000.

Presenting: John Norris

**City of Coral Springs
City Commission Meeting Agenda Item**

Meeting Date: March 6, 2024
Department: Financial Services
Initiated By: Gail Dixon

Summary Sheet

DOC ID: 2000

SUBJECT: Solid Waste Collection and Recycling Services (John Norris)

PLACEMENT: Policy

**REQUESTED ACTION:
(INCLUDE CONTRACT
START/TERM DATES)** Request to award contract for RFP #23-A-143, Solid Waste Collection and Recycling Services to **Coastal Waste and Recycling of Florida, Inc.**, of Boca Raton, Florida from October 1, 2024 through September 30, 2031. The contract may be renewed for up to two (2) additional five (5) year renewal terms. The estimated annual expenditure is \$5,000,000 for single family residential and low-density multi-family services. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization (REQUEST TO AWARD)

ATTACHMENTS: #1 Exclusive Franchise Agreement
#2 Evaluation Committee and List of Proposers

BACKGROUND / DESCRIPTION:

The collection of municipal solid waste, recyclables, yard waste, and bulk trash is a critical service that impacts the health and safety of every resident and place of business in the City. The City of Coral Springs has historically provided these services utilizing an outside vendor.

The current contract for these services will expire September 30, 2024. This contract, awarded in 2013, had a total available contract length of 11 years. All contract renewals have been exercised and, as is our process in these circumstances, City staff prepared a procurement action to establish a new contract.

Bearing in mind the critical nature of these services to the residents and businesses, staff engaged the services of Mr. David Dee, Esquire who specializes in environmental law and has wide experience in solid waste collection and disposal services within the State of Florida. Staff prepared a scope of services and a Request for Proposal which was issued on May 10, 2023. This Request for Proposal (RFP) included not only a detailed description of the services to be provided but also established benchmarks for customer service standards, billing practices and liquidated damages should the contractor fail to meet the requirements of the contract. Of primary importance in this procurement is the inclusion of draft agreements with the RFP that created a level playing field upon which proposers could submit their response to the City.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Solid Waste Collection and Recycling Services (John Norris)

Proposals were opened on August 9, 2023, with proposals received from the following five firms:

- Coastal Waste and Recycling of Florida, Inc.
- Republic Services of Florida, Limited Partnership
- FCC Environmental Services of Florida, LLC
- Waste Management Inc. of Florida
- Waste Pro of Florida, Inc.

An Evaluation Committee was formed to review the proposals (attached). A determination was made that all five proposers were substantial and viable candidates for consideration of award of contract. The Evaluation Committee would therefore interview all five firms. On September 18, 2023 and September 19, 2023 the Evaluation Committee received presentations from four of the firms (Republic Services declined to present). The presentations included a question-and-answer period with each proposer. Coastal Waste and Recycling of Florida Inc. (Coastal) was the unanimous top ranked proposer for the following reasons:

- Coastal, since its inception 22 years ago, has a history of providing similar solid waste collection services for government customers such as:

Miami Dade County awarded in 2008 through 2023, renewed for 2 years thru 2025

City of Fort Lauderdale awarded in 2020 through 2023 - curbside recycling

Town of Davie awarded 2021 through 2030 – same services as Coral Springs

Pompano Beach awarded in 2022 through 2027 – same services as Coral Springs

North Miami Beach awarded in 2022 through 2024 - same services as Coral Springs

Hialeah awarded 2019 through 2024 - curbside recycling

Oldsmar awarded 2021 through 2026 – same services as Coral Springs

Loxahatchee Groves awarded 2019 through 2026 – same services as Coral Springs

- The management team for Coastal has significant recent experience in the Broward County market with transitions from other service providers to their company. The municipalities recently experiencing this transition with Coastal are the Town of Davie, North Miami Beach, and the City of Oldsmar.

**City of Coral Springs
Commission Meeting Agenda Item
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Subject: Solid Waste Collection and Recycling Services (John Norris)

-
- The cost proposal submitted by Coastal represents the lowest cost of services, when taking into consideration all three areas of service provision, single family residential, low-density multi-family, and commercial.
 - Coastal offered additional value adds such as replacing all the trash and recycle containers at no cost to the City and portable comfort stations that will be provided at City sponsored Special Events. The new trash containers are a value add worth approximately \$3,000.000.
 - As provided in Section 41.3, Contractor shall be providing \$250,000 on or before October 1 for each contract year as a Contribution to the City's Household Hazardous Waste Program.

Upon approval of this contract, staff will proceed with the transition plans outlined in the Contract and proposal response from Coastal. This transition process will include a coordination effort with City Staff on an operational level and the creation of a public outreach program to publicize the changes inherent in the new contract.

The Public Works Department and the Purchasing Division staff recommend the approval of the contract for RFP #23-A-143, Solid Waste Collection and Recycling Services (exclusive City-Wide Franchise) to Coastal Waste and Recycling of Florida, Inc. of Boca Raton, Florida from October 1, 2024 through September 30, 2031. The contract may be renewed for up to two (2) additional five (5) year renewal terms. The estimated annual expenditure for single family residential and low-density multi-family services is \$5,000,000.

Exclusive Franchise Agreement
between
Coral Springs, Florida
and
Coastal Waste and Recycling of Florida, Inc.
for the Collection of
Solid Waste and Recyclable Materials

Exclusive Franchise Agreement

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EXCLUSIVE FRANCHISE AGREEMENT

THIS EXCLUSIVE FRANCHISE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”) by and between the City of Coral Springs, Florida (“City”), a municipal corporation organized and existing under the laws of the State of Florida, and Coastal Waste & Recycling of Florida, Inc., a Florida profit corporation (“Contractor”), a _____ corporation, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the City issued a request for proposals (“RFP”) (City RFP No. 23-A-143) for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the City; and

WHEREAS, the Contractor submitted a proposal in response to the City’s RFP; and

WHEREAS, the City has relied upon the proposal and other information provided by the Contractor concerning the Contractor’s experience and ability to provide Collection Services to the City; and

WHEREAS, after evaluating all of the proposals that were submitted in response to the City’s RFP, the City Commission (“Commission”) finds that the Contractor has submitted the best proposal; and

WHEREAS, the City wishes to use, and the Contractor wishes to provide the Contractor’s services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Commission finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare; and

WHEREAS, the Commission finds that the franchise granted herein properly balances the Commission’s desire to provide excellent, environmentally-sound Collection Services to the City’s residents and the Commission’s desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. If a word or phrase is not defined in this Agreement, the definition of such word or phrase in the City’s Ordinances shall apply. In the event that a definition contained herein conflicts with a similar definition in any federal, state or local law, including but not limited to the Ordinances, the definition herein shall prevail when construing this Agreement. If the definition of a word or a phrase in this Agreement is inconsistent with the definition of the same word or phrase in Section 403.703, Florida Statutes, the definition in Section 403.703 shall prevail, but only to the extent necessary to resolve the conflict between the two definitions.

1.1 Advertising shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

1.2 Agreement shall mean this Exclusive Franchise Agreement between the City and the Contractor.

1.3 Applicable Law shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the City or the Contractor under this Agreement.

1.4 Assessment Roll shall mean a non-ad valorem assessment roll relating to the City's solid waste services and costs that is authorized pursuant to Section 2-114.1 of the Ordinances and approved by an annual assessment resolution pursuant to Section 2-105(b) of the Ordinances.

1.5 Biomedical Waste shall mean any solid or liquid waste which may present a threat of infection to humans, including: non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.

1.6 Building shall mean any structure, whether temporary or permanent, built for the support, shelter or enclosure of people, chattel, or property.

1.7 Bulky Waste shall mean a large item that: (a) is discarded by a Customer on their own Property as a result of normal housekeeping activities on that Property; (b) cannot be placed in a Garbage Cart because of its size, shape or weight; and (c) is not Yard Waste or Land Clearing Debris. For example, Bulky Waste includes White Goods, furniture, household goods, materials resulting from home improvement projects, fixtures, sinks, toilets, ladders, and carpet. Bulky Waste includes Construction and Demolition Debris that complies with the limitations in Section 7.5 and Tires that complies with Section 7.6.

1.8 Certificate of Occupancy shall mean a document issued by the City certifying that a newly constructed building has been constructed in compliance with City specifications and is suitable for use.

1.9 Change in Law shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or the City's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

1.10 City shall mean, depending on the context, either (a) the geographic area contained within the boundaries of the incorporated City of Coral Springs, Florida; or (b) the government of the City of Coral Springs, Florida, acting through the Commission or its designees.

1.11 City Indemnified Parties shall mean the City, the Commission and each of its members, and every agent, officer, official, servant, and employee of the City.

1.12 City Manager shall mean the City's chief executive officer or the City Manager's designee(s).

1.13 **City's RFP** shall mean the City's Request for Proposals (RFP No. 23-A-143) that resulted in the award of this Agreement to the Contractor.

1.14 **Collection** shall mean the process of picking up Solid Waste and Recyclable Materials from a Person that generates such waste and materials and then transporting and delivering the Solid Waste and Recyclable Materials to a Designated Facility.

1.15 **Collection Container** shall mean Garbage Cans, Garbage Carts, Recycling Containers, and Mechanical Containers that comply with the standard specifications for containers used in the Solid Waste industry, as determined by the Director.

1.16 **Collection Plan** shall mean the Contractor's written plan for providing Collection Service in compliance with the requirements in this Agreement, as described in Section 25, below.

1.17 **Collection Service** shall mean one or more of the various services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Agreement. Collection Service includes Residential Collection Service, Commercial Collection Service, Supplemental Collection Service, and Collection Service provided to the City.

1.18 **Commencement Date** shall mean October 1, 2024, which is the date when the Contractor shall begin providing Collection Services to the City pursuant to the requirements of this Agreement.

1.19 **Commercial Collection Service** shall mean: (a) the Collection of Commercial Waste from a Commercial Customer; (b) the Collection of Garbage and Rubbish from a Multi-Family Complex; and (c) the Collection of Source Separated Recyclable Materials from a Commercial Customer, if the Contractor has a contract with the Commercial Customer to provide such service.

1.20 **Commercial Customer** shall mean any Person that owns or occupies Commercial Property and receives or should receive Commercial Collection Service from the Contractor pursuant to this Agreement.

1.21 **Commercial Lawn Care Company** shall mean a Person that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.

1.22 **Commercial Property** shall mean real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, theaters, and service stations; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property includes commercially zoned property that is used primarily for residential purposes. Vacant land, not classified as Improved Property, shall be deemed Commercial Property.

1.23 **Commercial Waste** shall mean Garbage and Rubbish generated on Commercial Property.

1.24 **Commission** shall mean the City Commission of the City of Coral Springs, Florida.

1.25 **Community Events** shall mean civic events that are: (a) sponsored or co-sponsored by the City; and (b) specifically designated as Community Events by the Director pursuant to Section 8.2, below.

1.26 **Compactor** shall mean a machine or mechanism that uses auxiliary power to reduce the volume of waste material through compaction.

1.27 Construction and Demolition Debris shall have the meaning set forth in Section 403.703(6), Florida Statutes. In general, Construction and Demolition Debris means discarded materials generally considered to be not water soluble and non-hazardous in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

1.28 Consumer Price Index or "CPI" shall mean the "CPI for All Urban Consumers, garbage and trash collection, U.S. City average, Base Period 1983 = 100 (Series ID CUSR0000SEHG02)," as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

1.29 Contaminated Recyclable Material shall mean Recyclable Material that is mixed or comingled with Non-Conforming Material (e.g., Garbage) in quantities that exceed the thresholds in this Section 1.29. The contents of a Recycling Container or a Load of Recyclable Material shall be deemed to be Contaminated Recyclable Material if: (a) the contents contain Biomedical Waste, Hazardous Material, or Radioactive Waste; or (b) more than thirty percent (30%) of the contents is Non-Conforming Material.

1.30 Contingency Plan shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency, disaster, equipment breakdown, or other situation upsets the Contractor's normal operations, (e.g., renders the Contractor's operations yard or equipment unusable; prevents the Contractor's drivers from reporting to work).

1.31 Contractor shall mean Coastal Waste & Recycling of Florida, Inc., a Florida corporation.

1.32 Curbside shall mean a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside shall mean a location that is adjacent to a public or private roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the adjacent location shall be within four (4) feet of the curb or the edge of the road.

1.33 Reserved.

1.34 Customer shall mean, depending on the context, a Commercial Customer or a Residential Customer or both.

1.35 Demolition Concrete shall mean concrete generated during demolition projects, including pipes and steel embedded in the concrete.

1.36 Designated Facility shall mean the facility or facilities designated by the City for the Recycling or disposal of Solid Waste and Recyclable Materials collected pursuant to this Agreement.

1.37 Director shall mean the Director of the City's Public Works Department or the Director's designee(s).

1.38 Disaster Debris shall mean debris that: (a) is produced or generated by a natural or human event, which is declared an emergency or disaster by the federal, state, or City government; and (b) requires special collection by a vendor secured under a Disaster Debris Contract. Disaster Debris includes Yard Waste, Construction and Demolition Debris, and Bulky Waste that is produced or generated by such a disaster.

1.39 Disaster Debris Contract shall mean the City's contract(s) with one or more contractors for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

1.40 District Manager shall mean the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.

1.41 Duplex shall mean a detached structure that contains two (2) Dwelling Units.

1.42 Dwelling Unit shall mean any type of structure or Building, or a portion thereof, intended for or capable of being utilized for residential living, except those structures or Buildings that are Commercial Property. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures.

1.43 Effective Date shall mean the date when this Agreement is signed and duly executed by the Commission or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

1.44 Electronic Equipment shall mean large electronic devices that have been discarded, including computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines. Electronic equipment may not be discarded as Bulky Waste.

1.45 Exempt Waste shall mean materials that are exempt from the Contractor's exclusive franchise under this Agreement.

1.46 Fiber Products shall mean newspapers (including inserts), magazines, catalogs, telephone books, corrugated cardboard, Mixed Paper, Office Paper, kraft paper bags, and other similar items.

1.47 Field Supervisor shall mean the Contractor's employee(s) responsible for directly supervising the Contractor's Collection Services in the City on a daily basis.

1.48 Force Majeure shall mean the following events or circumstances, but only to the extent that they delay or preclude the City or the Contractor from performing any of its obligations (other than payment obligation) under this Agreement: (a) an act of God, tornado, hurricane, flood, fire, explosion, landslide, earthquake, epidemic, pandemic, and extremely abnormal and inclement weather; (b) acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities; (c) the suspension, termination, or interruption of utilities necessary to a Party's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against a Party, or a Change in Law; and (e) any act, event, or condition that is determined by mutual agreement of the City and the Contractor to be of the same general type as the events of Force Majeure identified in Section 1.48 (a) through (d). Notwithstanding anything else contained herein, an event of Force Majeure does not include any event or circumstance that is within the reasonable control of the Contractor, its agents, or assigns, including any event or circumstance that is caused entirely or partially by negligence or a lack of due care by the Contractor, its agents, or assigns.

1.49 Franchise Fee shall mean the fee paid by the Contractor for: (a) the Contractor's exclusive right to provide certain Collection Services in the City; (b) the City's agreement to not compete in the provision of such Collection Services; (c) the Contractor's use of the City's rights-of-way when conducting its business; (d) reasonable compensation to the City in its proprietary capacity for its oversight of the provision of Collection Services and the implementation of this Agreement; and (e) the other rights and benefits provided to the Contractor under this Agreement.

1.50 Garbage shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

1.51 Garbage Can shall mean any commonly available metal or heavy-duty plastic receptacle for Solid Waste that has an enclosed bottom and sides, a tight fitting lid or top, handles on the sides, and a capacity of approximately thirty-four (34) gallons or less.

1.52 Garbage Cart shall mean a container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City and Contractor's logos, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid and a lift bar, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Garbage and Rubbish.

1.53 Hazardous Material shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste, hazardous substance, or hazardous material in the Florida Administrative Code, Florida Statutes, U.S. Code, Code of Federal Regulations, or other Applicable Law.

1.54 Holiday shall mean a Day when the Contractor does not need to provide Collection Service to Residential Customers pursuant to this Agreement. The only Holidays are Thanksgiving (3rd Thursday in November) and Christmas (December 25), unless the City and the Contractor mutually agree to add additional Holidays.

1.55 Improved Property shall mean any cleared, graded or drained real property upon which a Building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use.

1.56 Indemnified Loss shall mean all actual costs, losses, damages, expenses, and liabilities that a City Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, in whole or in part, any wrongful act, any error or omission, or any negligence by the Contractor or any of its agents or employees, or any tier of subcontractors to the Contractor, or any subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include, but are not limited to attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation and bankruptcy proceedings. An Indemnified Loss includes, but is not limited to: (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any claim resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any claim resulting from or related to the City's decision to award this Agreement to the Contractor; and (g) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law and not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor of a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws). Indemnified Loss does not include any loss caused by the sole negligence of the City, its employees, and agents.

1.57 Interest shall mean a payment by the City or the Contractor for the use of money, which shall be set at a rate determined pursuant to Section 55.03(1), Florida Statutes.

1.58 Land Clearing Debris shall mean the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing, lot clearing, or redevelopment operation.

1.59 Legitimate Complaint shall mean any complaint by a Customer or the City in a case where one or more of the applicable requirements in this Agreement concerning the Collection of Solid Waste and Source Separated Recyclable Material were not satisfied by the Contractor, as reasonably determined by the Director.

1.60 Load shall mean Solid Waste, Recyclable Material, and other cargo that is collected and transported in one of the Contractor's Collection vehicles.

1.61 Low Density Dwelling shall mean a Building with multiple Dwelling Units that are located under one roof and receive Collection Service at Curbside with Garbage Carts and Recycling Carts. Exhibit 11 is a list of the Low Density Dwellings currently in the Service Area.

1.62 Materials Recovery Facility shall mean a Solid Waste Management Facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

1.63 Mechanical Container shall mean a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment and used for the Collection of Solid Waste or Recyclable Materials. However, Garbage Carts and Recycling Carts are not Mechanical Containers.

1.64 Missed Collection shall mean any occasion when: (a) the Contractor fails to provide Collection Service to a Customer in compliance with the requirements in this Agreement; and (b) the Customer properly Set Out their Solid Waste and Recyclable Material for Collection.

1.65 Mixed Paper shall mean a mixture of various types and grades of paper, including Office Paper, colored paper, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, catalogs, and other similar items. However, Mixed Paper does not include tissue paper or paper towels.

1.66 Multi-Family Complex shall mean a Multi-Family Dwelling that receives Solid Waste Collection Service with a Mechanical Container. Multi-Family Complexes include apartments, condominiums and mixed-use Buildings that contain multiple Dwelling Units.

1.67 Multi-Family Dwelling shall mean a Building with multiple Dwelling Units located under one roof.

1.68 New Customer shall mean a Person or Dwelling Unit that begins to receive or becomes entitled to receive Collection Service from the Contractor on or after the Commencement Date.

1.69 Non-Collection Notice shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.

1.70 Non-Conforming Material shall mean any material that is not a Program Material. Non-Conforming Material includes Garbage, Rubbish, Bulky Waste, Yard Waste, and Recyclable Materials that are not Program Materials.

1.71 Office Paper shall mean paper used for office purposes, including paper with a letterhead, legal paper, loose-leaf paper, white ledger paper, and paper used for letters, computer printouts, copy machines, or typing.

1.72 Operating Day shall mean each calendar day during which the Contractor provides Collection Services pursuant to this Agreement.

1.73 Operating Month shall mean each calendar month from the Commencement Date until this Agreement expires or terminates.

1.74 Operating Year shall mean a period of twelve (12) consecutive Operating Months. However, the last Operating Year shall end on the day when this Agreement expires or terminates.

1.75 Ordinances shall mean the City's Code of Ordinances and any amendments thereto.

1.76 OSHA shall mean the Occupational Safety and Health Administration.

1.77 Overflowing shall mean that the quantity of Solid Waste in a Collection Container exceeds the volumetric capacity of the container. For example, a Commercial Customer's Mechanical Container or Garbage Cart is Overflowing if the lid on the container or cart cannot be closed, even after the Solid Waste in the container is redistributed.

1.78 Party shall mean, depending on the context, either the City or the Contractor.

1.79 Parties shall mean the City and the Contractor.

1.80 Performance Bond shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.

1.81 Person shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any City or municipality; and any governmental agency of any state or the federal government.

1.82 Plastic Bag shall mean a heavy-duty plastic trash bag that is securely tied at the top, with a capacity of thirty-three (33) gallons or less.

1.83 Premises shall mean Improved Property.

1.84 Program Materials shall mean Source Separated Recyclable Materials that are accepted for Recycling at the Designated Facility for Recyclable Materials. As of the Effective Date, the Program Materials are: (a) Fiber Products; (b) Recyclable Containers; and (c) other Recyclable Materials that the City Manager designates pursuant to Section 7.2.2, below. Program Materials include newspapers, magazines, catalogs, telephone books, paperback books, corrugated cardboard, pasteboard, brown paper bags, junk mail, office paper, glass and plastic bottles and jars (not larger than four (4) gallons), yogurt cups, margarine tubs, and aluminum and metal cans, as well as empty aerosol cans.

1.85 Radioactive Waste shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

1.86 Rates shall mean the fees and charges approved by the City for the Contractor's Collection Services.

1.87 Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, a mixture of different types of unsorted Construction and Demolition Debris is not a Recovered Material.

1.88 Recyclable Containers shall mean: aluminum cans; steel and ferrous cans; glass bottles and jars made with green, brown or clear glass; and plastic containers that have a neck or pouring spout.

1.89 Recyclable Materials shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

1.90 Recycling shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.91 Recycling Bin shall mean a rectangular bin that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City and Contractor's logos and used for the Collection of Recyclable Materials.

1.92 Recycling Carts shall mean a container that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City and Contractor's logos, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid and a lift bar, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Recyclable Materials.

1.93 Recycling Container shall mean any container approved by the Director for the Collection of Recyclable Materials, including Recycling Carts.

1.94 Residential Collection Service shall mean the Collection of Residential Waste from Residential Property pursuant to this Agreement.

1.95 Residential Customer shall mean a Person that receives or should receive Residential Collection Service at a single family Dwelling Unit, a Low Density Dwelling, or other Improved Property that is included in the Assessment Roll.

1.96 Residential Customer List shall mean a list that identifies the Residential Property and the Dwelling Units that are entitled to receive Residential Collection Service from the Contractor.

1.97 Residential Property shall mean: (a) each parcel of Improved Property in the Service Area that is used for a single family Dwelling Unit; (b) each parcel of Improved Property in the Service Area that is used for a Low Density Dwelling; and (c) any other Improved Property that is included in the Assessment Roll.

1.98 Residential Waste shall mean Garbage, Rubbish, Yard Waste, Recyclable Materials, and Bulky Waste generated by a Customer upon the Customer's Residential Property.

1.99 Roll-Off Container shall mean a large metal container (i.e., typically with a capacity of 10, 20, 30, or 40 cubic yards) used for the Collection of Solid Waste or Recyclable Materials, which is rolled-off of a motor vehicle when the container is placed at a Collection site and then rolled onto the vehicle when the container is ready to be transported to a Solid Waste Management Facility.

1.100 Route shall mean the roadways that will be used by one Collection vehicle on a single Operating Day when providing Collection Service. Each Route shall have a designated starting location, a designated sequence of streets to be followed when providing Collection Service, a designated location for finishing, and a Scheduled Collection Day.

1.101 Rubbish shall mean waste material (other than Garbage, Yard Waste, and Bulky Waste) resulting from normal housekeeping activities on Residential Property. Rubbish includes but is not limited to discarded trash, rags, sweepings, packaging, and similar materials.

1.102 Scheduled Collection Day shall mean a day when the Contractor is scheduled to provide a Collection Service to a Customer for Garbage or other materials.

1.103 Service Area shall mean the incorporated area of the City.

1.104 Set Out shall mean the preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises, in accordance with the requirements in this Agreement.

1.105 Side Door Service shall mean the Collection of Garbage, Rubbish, and Recyclable Materials from a Residential Customer's side yard, back yard, or other location that is not Curbside, pursuant to Section 7.8, below.

1.106 Sludge shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.

1.107 Solid Waste shall have the meaning set forth in Section 403.703(35), Florida Statutes, which states that Solid Waste means: "Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations." Solid Waste includes but is not limited to Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Debris, Disaster Debris, Electronic Equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Waste.

1.108 Solid Waste Management Facility means any Solid Waste disposal area, volume reduction plant, transfer station, Materials Recovery Facility, or other facility, the purpose of which is resource

recovery or the disposal, Recycling, processing, or storage of Solid Waste. The term does not include Recovered Materials processing facilities that meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the management of Solid Waste.

1.109 Source Separated Organics shall mean certain organic wastes that: (a) are designated by the Director for Recycling; and (b) are placed in appropriate containers for Collection and processing at a licensed organics Recycling facility. Source Separated Organics include: fruits; vegetables; meat; poultry; seafood (bones and shells); eggs and paper egg cartons; plants and cut flowers; coffee grounds, coffee filters, and tea bags; and ice cream, yogurt and cottage cheese.

1.110 Source Separated Recyclable Materials shall mean Recyclable Materials that are separated by the Residential Customer from the Solid Waste at the location (e.g., Residential Property) where they are generated and then Set Out for Collection at that location. For the purposes of this Agreement, Source Separated Recyclable Materials shall mean single stream recycling which shall be commingled.

1.111 Supplemental Collection Service shall mean any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similarly situated Customers. Supplemental Collection Services include: (a) the Collection of discarded material at times other than the Customer's Scheduled Collection Day for such material; (b) the Collection of discarded material in quantities that are greater than the amounts authorized herein for such material; (c) the Collection of materials in a Mechanical Container that is Overflowing; and (d) the services identified in Exhibit 4. Supplemental Collection Service also includes services requested by the City that are in addition to or different than the Collection Services normally provided to the City.

1.112 Tipping Fee shall mean a fee that must be paid for the disposal of a Solid Waste or Recyclable Material.

1.113 Tires shall mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.

1.114 Transfer Station shall mean the City's land and public drop-off facilities located at the intersection of 127th Avenue and Wiles Road in the Coral Springs Commerce Park, which are used to receive, temporarily store, and then load Solid Waste and Source Separated Recyclable Materials into vehicles for transport to a Designated Facility.

1.115 Transition Period shall mean the period of time between the Effective Date and the Commencement Date.

1.116 Transition Plan shall mean a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Contractor to ensure that the Contractor successfully provides Collection Service in compliance with this Agreement on the Commencement Date.

1.117 White Goods shall mean large, discarded appliances, including refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must be generated by the Customer at the Customer's Improved Real Property where the White Goods are collected.

1.118 Yard Waste shall mean vegetative matter resulting from landscaping maintenance, including shrub and tree trimmings, grass clippings, palm fronds, and branches.

SECTION 2: CONTRACTOR'S FRANCHISE

2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL AND COMMERCIAL COLLECTION SERVICE

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service and Commercial Collection Service in the Service Area. The Contractor shall have the sole right to provide these Collection Services in the Service Area. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements set forth in this Agreement.

2.2 EXCLUSIVE FRANCHISE FOR CERTAIN CONSTRUCTION AND DEMOLITION DEBRIS

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise for the Collection of Construction and Demolition Debris generated in the Service Area (including mixed-use development), except for: (a) Construction and Demolition Debris generated during the construction, demolition, or renovation of single-family Dwelling Units, Low Density Dwellings, and Multi-Family Complexes; and (b) Land Clearing Debris and other materials generated by the clearing or excavation of a site. At its option, the City may grant to any other Person a non-exclusive franchise for the Collection of the materials identified in (a) and (b), above.

2.3 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Agreement. Section 23, below, identifies some of the materials that are not subject to the Contractor's Franchise. For example, the Contractor's franchise does not include the Collection of Source Separated Organics from Commercial Customers approved by the Director.

2.4 ENFORCEMENT OF THE EXCLUSIVE FRANCHISE

The Contractor shall provide notice to the City pursuant to Section 75, below, if the Contractor concludes that a Person is not complying with or otherwise infringing upon the Contractor's exclusive rights under this Agreement. The City shall determine, in its sole discretion, the measures the City will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The City also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the City to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise. However, nothing herein restricts the Contractor from exercising its legal and equitable rights and remedies against the Person infringing upon the Contractor's exclusive rights under this Agreement.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and continue through and including September 30, 2031, unless this Agreement is terminated earlier.

3.2 CITY'S OPTION TO RENEW THE AGREEMENT

At the end of the initial term and at the end of each renewal term (if any), the City shall have the right to renew this Agreement for two additional five (5) year periods, subject to the conditions and Rates in this Agreement, unless: (a) the Contractor gives written notice to the City Manager in accordance with the requirements in Section 75, below, that the Contractor is not willing to renew this Agreement; (b) such notice is delivered at least five hundred and fifty (550) calendar days before the end of the then current term of the Agreement; and (c) the notice expressly informs the City Manager that the Contractor is not willing to renew this Agreement under such conditions and Rates.

SECTION 4: THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land located within the incorporated areas of the City. A general map of the Service Area is provided in Exhibit 1.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services to the City (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another Person.

SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

5.1 CONTRACTOR'S TRANSITION PLAN

The Contractor shall ensure that the Customers and the City do not experience any delay or disruption in service when the Contractor begins to provide its services under this Agreement on the Commencement Date. Accordingly, the Contractor shall prepare and provide the Director with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services in compliance with this Agreement on and after the Commencement Date. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for the Commencement Date. The Transition Plan shall explain how and when the Contractor will provide Garbage Carts, Recycling Carts, and other Collection Containers to Customers prior to the Commencement Date. The Transition Plan is subject to the approval of the Director. If requested, the Contractor shall provide additional information to the Director concerning the Transition Plan, revise the plan within twenty (20) calendar days, and resubmit the plan for the Director's approval.

5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING

The Contractor shall address the following specific performance requirements in the Transition Plan and shall accomplish them no later than the following deadlines:

- (a) Within two weeks after the Effective Date, the Contractor and the City shall meet and discuss the concepts to be addressed in the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.
- (b) On or before March 27, 2024, the Contractor shall provide the Director with a Collection Plan, pursuant to Section 25, below, which shall be subject to the approval of the Director.
- (c) On or before April 3, 2024, the Contractor shall provide the Director with its Transition Plan.
- (d) On or before April 10, 2024, the Contractor shall provide the Director with documentation demonstrating that all necessary Collection vehicles and Collection Containers have been ordered and will be delivered to the Contractor's local equipment yard no later than August 15, 2024.
- (e) On or before May 1, 2024, the Contractor shall provide the Director with a preliminary plan for the distribution of all Collection Containers that will be provided to (1) Commercial Customers and (2) Customers in the Multi-Family Complexes that will receive Collection Service with Mechanical Containers. This plan shall describe how the delivery of the Contractor's Collection Containers will be coordinated with the removal of the Collection Containers currently being used by Commercial Customers and Multi-Family Complexes. The plan also shall describe how Garbage Carts and Recycling Carts will be delivered to New Residential Customers.
- (f) On or before July 2, 2024, the Contractor shall provide the Director with: (1) an updated and detailed plan concerning the distribution of all Mechanical Containers, Garbage Carts, and Recycling Carts, as described in Section 5.2(e), above; (2) a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 24, below; (3) a Contingency Plan, pursuant to Section 38.4, below; and (4) a copy of the standard form that the Contractor intends to use with Commercial Customers as well as Multi-Family Complexes that use a Mechanical Container, pursuant to Sections 35.1 and 35.5, below.
- (g) On or before July 2, 2024, the Contractor shall provide the Director with an electronic (digital) copy of the notice that the Contractor intends to publish in the local newspapers concerning the commencement of the Contractor's Collection Services. The Contractor also shall provide the Director with an electronic (digital) copy of the brochures and informational materials that the Contractor intends to provide to Customers concerning the Collection Services it will provide under this Agreement. The notice, brochures, and informational materials shall contain the information required by Section 37, below.
- (h) On or before August 27, 2024, the Contractor and the Director shall meet and discuss the status of the Contractor's Transition Plan and its implementation.

- (i) On or before September 3, 2024, the Contractor shall confirm in writing to the Director that all of the vehicles and equipment necessary to provide Collection Service have been delivered to the Contractor's equipment yard. In addition, the Contractor shall confirm in writing to the Director that all of the Garbage Carts, Recycling Carts, and Collection Containers necessary to provide Collection Service have been delivered to the Contractor's equipment yard or will be delivered in accordance with the Contractor's approved schedule. On or before this deadline, the Contractor shall demonstrate to the Director that the Contractor's computer systems and software programs are fully operational and capable of tracking complaints and service requests in compliance with the requirements in Sections 33.1.4 and 33.1.5, below.
- (j) On or before September 10, 2024, the Contractor shall confirm in writing to the Director that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
- (k) On or before September 10, 2024, the Contractor shall provide the Director with a vehicle list that identifies the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle.
- (l) On or before September 10, 2024, the Contractor shall confirm in writing to the Director that: (1) the Contractor has delivered or will deliver the City-approved notices, brochures, and informational materials to all of the Customers in compliance with the schedule in Section 37, below; (2) the Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Agreement; and (3) all of the Contractor's drivers have inspected their Collection Routes and confirmed their ability to complete their Routes on the Scheduled Collection Days.
- (m) On or before September 24, 2024, the Contractor shall confirm in writing to the Director that it has delivered all of the Collection Containers needed to provide Collection Service in compliance with this Agreement.

SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) provide Residential Collection Service and Commercial Collection Service;
- (b) provide Collection Services for the City's facilities and Community Events;
- (c) deliver all of the Solid Waste and Source Separated Recyclable Materials it collects under this Agreement to the Designated Facilities;
- (d) operate the City's Transfer Station;
- (e) comply at all times with the requirements in this Agreement and Applicable Law;

- (f) provide all labor, services, supervision, materials, equipment, insurance, and other resources necessary to accomplish the Contractor's work in compliance with this Agreement; and
- (g) perform all of its work and satisfy all of its obligations under this Agreement at the Contractor's sole expense, in exchange only for the payments by the City and Customers that are expressly authorized herein.

SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1 RESIDENTIAL COLLECTION SERVICE

The Contractor shall provide the following Residential Collection Services to each Customer that resides in a single family Dwelling Unit, a Low Density Dwelling, or other Improved Property that is included in the Assessment Roll, as determined by the Director.

7.1.1 The Contractor shall collect each Residential Customer's Garbage and Rubbish at the Curbside twice each week. The Contractor shall provide this service by using Garbage Carts.

7.1.2 The Contractor shall collect each Residential Customer's Source Separated Recyclable Materials at the Curbside once each week. The Contractor shall provide this service by using Recycling Carts.

7.1.3 The Contractor shall collect each Residential Customer's Bulky Waste and Yard Waste once each week. The Scheduled Collection Day for the Collection of a Customer's Bulky Waste and Yard Waste shall be one of the Scheduled Collection Days each week for the Collection of that Customer's Garbage.

7.1.4 Except as otherwise provided herein, the Contractor shall collect all of the Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials that are Set Out at Curbside by each Customer.

7.1.5 The Contractor shall collect all of the Garbage and Rubbish that is Set Out by a Residential Customer in the Customer's Garbage Cart(s). If a Customer Sets Out Garbage and Rubbish in Plastic Bags or Garbage Cans, the Contractor may leave the Plastic Bags and Garbage Cans at Curbside, but if the Contractor does, the Contractor shall place a Non-Collection Notice on the Plastic Bags and Garbage Cans and the Contractor shall comply with the requirements in Section 17, below.

7.2 RESIDENTIAL COLLECTION SERVICE FOR RECYCLABLE MATERIALS

7.2.1 Except as otherwise provided in Section 7.2.3, below, the Contractor shall collect all of the Source Separated Recyclable Materials that Residential Customers Set Out at Curbside in Recycling Carts. At a minimum, the Contractor shall collect all of the following Source Separated Recyclable Materials: (a) newspaper, cardboard, paper, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers (Nos. 1 through 7); (d) glass bottles and containers; (e) aseptic or poly-coated food and beverage containers; (f) any other Source Separated Recyclable Material that can be accepted and recycled by the Designated Facility for Source Separated Recyclable Materials; and (g) other Recyclable Materials designated by the City Manager.

7.2.2 The City Manager has the authority to revise the City's list of Program Materials from time-to-time, as the City Manager deems appropriate. Before the City Manager implements any revisions

to the list of Program Materials, the City Manager shall consult with the Contractor to determine whether, and the extent to which, the revisions warrant an amendment to the terms, conditions, or Rates in this Agreement.

7.2.3 If the Contractor's employees see that a Residential Customer's Recycling Cart contains Contaminated Recyclable Material, the Contractor's employees shall place a Non-Collection Notice on the Recycling Cart and leave the Contaminated Recyclable Material on the Customer's Premises. However, nothing contained in this Agreement requires the Contractor to look into a Recycling Cart or otherwise inspect the contents of a Recycling Cart before the Contractor collects the contents of that cart. When the Contractor leaves Contaminated Recyclable Material at Curbside, the Contractor shall notify the Director before the end of that Operating Day.

7.2.4 The Director shall have the exclusive authority to resolve any dispute as to whether the contents of a Recycling Container or Load constitute Contaminated Recyclable Material. The Director's determination may be based on any visual inspection or measurement that the Director deems sufficient, including a visual inspection of photographs of the container's contents.

7.2.5 The Contractor shall coordinate with the Director concerning the content of any educational materials that are provided to Customers with Non-Collection Notices pursuant to this Section 7.2.

7.3 RESIDENTIAL COLLECTION SERVICE FOR BULKY WASTE

7.3.1 The Contractor shall collect Bulky Waste that is Set Out at Curbside by Residential Customers.

7.3.2 Subject to Section 7.7, below, the Contractor is not required to collect more than six (6) cubic yards of Bulky Waste from any Residential Customer in one day. If a Residential Customer Sets Out more than six (6) cubic yards of Bulky Waste for Collection, the Contractor shall collect at least six (6) cubic yards of the Customer's Bulky Waste on the Scheduled Collection Day for Bulky Waste, but the Contractor may leave the remainder.

7.3.3 If the Contractor elects to leave some of the Bulky Waste, the Contractor shall place a Non-Collection Notice on the remaining materials or on the Customer's doorknob, in compliance with Section 17.1, below. A Non-Collection Notice also shall be provided to the Customer in compliance with Section 17.1 if the Contractor leaves any material on the Customer's Premises pursuant to Sections 7.4, 7.5, or 7.6, below.

7.4 RESIDENTIAL COLLECTION SERVICE FOR YARD WASTE

The Contractor shall collect the Yard Waste that is Set Out at Curbside by each Residential Customer. Subject to Section 7.7, below, the Contractor is not required to collect more than six (6) cubic yards of Bulky Waste from a Residential Customer on one day, and this limitation applies to the total amount of Bulky Waste and Yard Waste (combined) that is Set Out by a Residential Customer. If the Contractor does not pick up the required six (6) cubic yards, the Contractor shall return with specialized equipment, if necessary, on the next Operating Day to collect the remainder of the waste.

Yard Waste may be Set Out at Curbside in Garbage Cans or biodegradable paper bags. Yard Waste also may be tied, bundled, or stacked in piles at Curbside. However, the Contractor is not required to collect grass clippings, leaves, pine needles, and similar small loose items unless such materials are placed in Garbage Cans, similar reusable containers, or biodegradable paper bags or plastic bags.

The Contractor is not required to collect any single piece of Yard Waste that exceeds five (5) feet in length, eight (8) inches in diameter, or fifty (50) pounds in weight. The Contractor also is not required to collect Land Clearing Debris.

The Contractor shall collect any natural Christmas tree that is Set Out at Curbside, unless the Christmas tree or a section of the tree exceeds nine (9) feet in length or fifty (50) pounds in weight.

7.5 RESIDENTIAL COLLECTION SERVICE FOR CONSTRUCTION AND DEMOLITION DEBRIS

Subject to Section 7.7, below, the Contractor shall collect Construction and Demolition Debris (e.g., trash from a “do-it-yourself” project) as Bulky Waste, but the Contractor is not required to collect more than two (2) cubic yards of Construction and Demolition Debris from any Residential Customer on any Scheduled Collection Day. The two (2) cubic yards of Construction and Demolition Debris are part of, and not in addition to, the six (6) cubic yards of Bulky Waste that the Contractor must collect on a Scheduled Collection Day.

7.6 RESIDENTIAL COLLECTION SERVICE FOR TIRES

The Contractor shall collect Tires that are Set Out at Curbside for Collection as Bulky Waste, but the Contractor is not required to collect more than two (2) Tires from any Residential Customer on any Scheduled Collection Day.

7.7 RESIDENTIAL COLLECTION SERVICE FOR EXCESS AND OVERSIZED MATERIALS

This Agreement does not require the Contractor to collect the following materials from any Residential Customer on a single Operating Day: (a) Bulky Waste or Yard Waste that exceeds six (6) cubic yards; (b) Construction and Demolition Debris that exceeds two (2) cubic yards; (c) more than two (2) Tires; or (d) any combination of Bulky Waste, Yard Waste, and Construction and Demolition Debris that exceeds six (6) cubic yards. At its option, however, the Contractor may collect such materials as part of its routine Collection Service for Residential Customers or as a Supplemental Collection Service. The Contractor shall not charge a separate fee for the Collection of these materials, unless the Customer requested a Supplemental Collection Service and agreed to pay the applicable Rate before the Contractor provided its Supplemental Collection Service. Supplemental material shall be disposed of as Commercial Waste. The Contractor shall bill and collect its Rates directly from the Customer for any Supplemental Collection Service. The Rate for Supplemental Collection Service (\$14.50/cubic yard which shall be subject to applicable rate adjustments as provided in Section 39.3 herein) shall be paid in addition to the Rate paid by all Residential Customers for the Collection of their Residential Waste.

7.8 RESIDENTIAL SIDE DOOR SERVICE

The Contractor shall provide Side Door Service to a Residential Customer if the City determines that the Residential Customer is physically unable to deliver their Garbage, Rubbish, and Recyclable Materials to the Curbside and there are no able-bodied people living with the Residential Customer. However, the Contractor is not obligated to provide Side Door Service for Yard Waste, White Goods, or Bulky Waste. The Contractor also is not obligated to provide Side Door Service to any location that is not accessible. For the purposes of this Section 7.8, an accessible location is: (a) in the Residential Customer’s front yard, side yard or back yard; (b) within two hundred feet (200’) of the nearest road or public right-of-way; (c) not inside an enclosure; (d) not behind a gate; and (e) not within a fenced area. The Director shall resolve any disputes concerning this Section 7.8, including disputes as to whether a Residential Customer

is eligible for Side Door Service and disputes as to whether a location is accessible. Any Residential Customer receiving Side Door Service pursuant to this Section 7.8 shall pay the standard Rate for Residential Collection Services but shall not pay an additional Rate or fee for a Supplemental Collection Service.

7.9 COMMERCIAL COLLECTION SERVICES

The Contractor shall provide the following Commercial Collection Services for each Person that owns or occupies Commercial Property:

7.9.1 The Contractor shall collect all of the Commercial Waste that is Set Out by each Commercial Customer in the Service Area. This Collection Service shall be provided at the minimum frequency required pursuant to Section 13.2, below.

7.9.2 The Contractor shall use Mechanical Containers to provide Commercial Collection Service for Garbage and Rubbish. However, the Contractor shall allow a Commercial Customer to Set Out its Garbage and Rubbish in Garbage Carts if the Commercial Customer generates less than two (2) cubic yards of waste each week and the Director approves the Customer's use of Garbage Carts.

7.9.3 The Contractor shall collect the Garbage and Rubbish that is Set Out in Mechanical Containers and Garbage Carts by Commercial Customers, but the Contractor is not obligated to collect Garbage or Rubbish that is placed outside the Mechanical Container or Garbage Cart.

7.10 OVERFLOWING COMMERCIAL CONTAINERS

If the Contractor determines that a Commercial Customer's Mechanical Container or Garbage Cart is Overflowing, the Contractor shall notify the Commercial Customer about the Overflowing container and discuss whether the Customer should increase the size of its Collection Containers or the frequency of Collection Service. The Contractor may leave the Overflowing Collection Container at the Customer's Premises. In the alternative, the Contractor may collect the Overflowing Collection Container and charge an additional fee of One Hundred Fifty Dollars (\$150) if the Customer agrees to pay this fee. Contractor shall provide a monthly report of all Overflowing containers for which these charges are assessed, which include photographs with an hour/date stamp of each Overflowing container for which charges are assessed. The Contractor shall collect the Overflowing container but shall not be entitled to any additional payment if the Contractor failed to empty the Customer's Collection Container on the previously Scheduled Collection Day. With regard to the payment of the additional fee, Force Majeure shall not be a justification for the Contractor's failure to Collect the Customer's Solid Waste on the previously Scheduled Collection Day.

7.11 COMMERCIAL COLLECTION SERVICE FOR MULTI-FAMILY COMPLEXES

The Contractor shall provide Commercial Collection Service with Mechanical Containers to all Multi-Family Complexes in the Service Area. The Contractor's Commercial Collection Services for Multi-Family Complexes shall be subject to the same requirements applicable to other Commercial Customers, including Sections 7.9 and 7.10, above. In addition, if yard waste and bulky waste are placed in the mechanical container at a multi-family complex, the multi-family complex is responsible to remove these materials to ensure continuation of services.

7.12 COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS FROM COMMERCIAL PROPERTY

The Contractor shall provide Collection Service for Construction and Demolition Debris that is generated by construction, demolition, and renovation projects on Commercial Property in the Service Area. However, the Contractor is not required by this Agreement to collect Construction and Demolition Debris generated by the construction, demolition, or renovation of single-family Dwelling Units, Low Density Dwellings, and Multi-Family Complexes, except as provided in Section 7.5, above.

7.13 COLLECTION OF BULKY WASTE, YARD WASTE, AND SOURCE SEPARATED RECYCLABLE MATERIAL FROM COMMERCIAL PROPERTY

The Contractor shall provide Supplemental Collection Service for Commercial Customers, subject to the requirements herein. Specifically, the Contractor shall provide Collection Service for Bulky Waste, Yard

Waste, and Source Separated Recyclable Materials when such service is requested by a Commercial Customer. The Contractor shall schedule the provision of such services with the Customer.

SECTION 8: CONTRACTOR'S COLLECTION SERVICES FOR THE CITY

8.1 GENERAL REQUIREMENTS

Subject to the conditions contained herein, the Contractor shall provide Collection Services for the City and City facilities. The Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection, Tipping Fees, and the cost of purchasing, delivering, and using Collection Containers, except as otherwise explicitly set forth herein. All of the Solid Waste and Source Separated Recyclable Material collected pursuant to this Section 8 shall be delivered by the Contractor to a Designated Facility as provided in Section 21: The City's Designated Facilities.

The City shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by the Contractor; and (d) the types of Collection Containers to be used. The City shall be responsible for placing its Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection Containers.

At a minimum, the Contractor's Collection Services for the City's properties and facilities shall be provided in compliance with the following requirements:

- (a) Garbage shall be collected twice each week;
- (b) Source Separated Recyclable Materials shall be collected once each week; and
- (c) Mechanical Containers used for the Collection of Yard Waste and Construction and Demolition Debris shall be emptied by the Contractor, on an all-call basis, whenever the City notifies the Contractor that the Mechanical Containers are full.

If the Director notifies the Contractor before 12 p.m. (noon) that a Collection Container used by the City is full, the Contractor shall empty the Collection Container on the same day. If the Director notifies the Contractor after noon, the Contractor shall empty the Collection Container before noon on the next

Operating Day. In addition, the Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Director determines the current level of service is inadequate (e.g., the container is Overflowing on a regular basis).

8.2 COMMUNITY EVENTS

The Contractor shall provide Collection Service, without charge, for up to six (6) Community Events (e.g., community clean-ups, parades, and other special events) per Operating Year. The Director will designate each Community Event and shall request the Contractor's Collection Services in writing at least thirty (30) days before the event. The Director also shall designate the number and size of the Collection containers required for each Community Event. The Contractor shall provide one (1) Roll-Off Container (20-30 cubic yards each) per Community Event or other types of Collection Containers with an equivalent capacity. The Contractor shall also furnish seventy-two (72) portable toilet units and six (6) executive event trailers for six (6) Community Events per operating year, as designated by the Director in writing at least thirty (30) days before each event.

8.3 COLLECTION OF SOLID WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS AT CITY FACILITIES

The Contractor shall provide for the Collection of Solid Waste and Source Separated Recyclable Materials from any property that is owned, occupied, or controlled by the City, including any such property that is acquired during the term of this Agreement. Exhibit 10 identifies the City properties that shall receive Collection Service as of the Effective Date, and it identifies the type and level of Collection Service to be provided to each City property, beginning on the Commencement Date. The Contractor's obligation under this paragraph includes the Collection of Solid Waste and Source Separated Recyclable Materials that are collected by the City at other locations as a result of City operations and then transported to the City properties identified in Exhibit 10. With regard to the properties identified in Exhibit 10, Solid Waste shall be collected in dumpsters and front load dumpsters and Source Separated Recyclable Materials shall be collected in ninety-six (96) gallon Recycling Carts or dumpsters.

8.4 COLLECTIONS AT CITY TRANSFER STATION

The Contractor shall provide the following Collection Services at the City's Transfer Station:

- (a) The Transfer Station and site shall be staffed and operated by the Contractor's personnel.
- (b) The Contractor shall accept Bulk Waste, Yard Trash, and Source Separated Recyclable Materials that are delivered to the Transfer Station by Residential Customers. These materials shall be accepted by the Contractor from 8:00 A.M. to 5:00 P.M. on Saturday and from 12:00 P.M. (noon) to 5:00 P.M. on Sunday, except Holidays. On each day, the Contractor provide two employees at the Waste Transfer Station. On Saturdays, the two employees shall be at the Waste Transfer Station from 8:00 a.m. – 5:00 p.m. and on Sundays the two employees will be at the Waste Transfer Station from 12:00 p.m. – 5:00 p.m. These employees will direct residents to the proper location to dispose of material, assist in any offloading, schedule needed Roll Off services, and maintain the cleanliness of the Waste Transfer Station. The Contractor shall deliver Bulk Waste, Yard Trash, and Source Separated Recyclable Materials to Designated Facilities pursuant to Section 21, below. Contractor shall provide two (2) portable toilets at the Transfer Station throughout the duration of the Agreement and any extensions.

- (c) On the first Saturday and Sunday of every Operating Month, the Contractor also shall accept paint, fluorescent light bulbs, Electronic Equipment, lithium, alkaline (except for vehicle batteries), and rechargeable batteries that are delivered to the Transfer Station by Residential Customers. The Contractor may use a third-party contractor to perform these services. During the First Operating Year, the Contractor may deliver these materials to any properly licensed Solid Waste Management Facility for Recycling or disposal. Thereafter, the Contractor shall deliver these materials to a Solid Waste Management Facility designated by the City, which shall be located within twenty-five (25) miles of City Hall.
- (d) During all operating hours, the City shall staff the Transfer Station with City personnel responsible for verifying that an individual is a Residential Customer before the individual is permitted to unload allowed Solid Waste at the Transfer Station. Each individual delivering Solid Waste to the Transfer Station shall be required to provide proof of their residency in the City (e.g., a valid Florida driver's license or other identification deemed acceptable to the City). Commercial Customers and Commercial Waste shall not be accepted at the Transfer Station.
- (e) During all operating hours, the City shall staff the Transfer Station with City personnel responsible for only permitting entrance to the Transfer Station by Residential Customers in non-commercial cars, passenger vans (no larger than nine (9) person capacity), pickup trucks (with a bed no larger than four (4) feet by eight (8) feet), and trailers with beds no larger than four (4) feet wide by twelve (12) feet long by three (3) feet deep. Vehicles rented by Residential Customers who are delivering their own Yard Trash or Bulk Waste shall also be accepted, subject to the Director's approval. Residential Customers shall only be allowed to bring six (6) cubic yards of Bulky Waste and two (2) cubic yards of Construction and Demolition Debris per day.
- (f) Contractor shall provide empty Roll-Off Containers and/or Compactors at the Transfer Station, as needed, to ensure the continuous and uninterrupted operation of the City's Transfer Station.
- (g) Contractor shall not accept deliveries of: Hazardous Waste; flammable waste; Radioactive Waste; liquid waste; Biomedical Waste; dead animals; or abandoned boats, vehicles, or motors or parts. For the purposes of this paragraph, it is assumed that paint, fluorescent light bulbs, Electronic Equipment, lithium, alkaline (except for vehicle batteries), and rechargeable batteries are not Hazardous Waste. Construction and Demolition Debris shall be accepted at the Transfer Station, but no Residential Customer shall be allowed to deliver more than two (2) cubic yards of such debris per day.
- (h) Contractor's personnel shall collect and remove all of the litter on the site and on the public right-of-way within one hundred (100) feet of the Transfer Station. Litter shall be collected each day when the Transfer Station is operated, as well as (Mondays and Fridays) every day. City shall be responsible for enforcing illegal dumping.
- (i) Contractor shall be responsible for obtaining and maintaining any permits required for the operation of the Transfer Station. City shall provide reasonable assistance with the foregoing, including, but not limited to, transferring permits to Contractor.
- (j) The City shall pay the cost of providing electrical and other utility services to the Transfer Station.

- (k) The City shall pay the cost of any capital improvements to the Transfer Station. The City shall also pay the cost of routine repairs to the Transfer Station, as well as mowing, erosion control, and similar costs associated with the maintenance of the site.
- (l) Cost of Contractor providing Collection Services at the Waste Transfer Station. Contractor shall charge \$6,670.00 per month for all Collection Services at the Waste Transfer Station, plus \$385.00 per pull for Roll Off hauls, with such charges subject to applicable rate adjustments as provided in Section 39.3 herein. As provided in Section 41.3, Contractor shall be providing \$250,000.00 on or before October 1 for each Contract Year as a Contribution to the City's Household Hazardous Waste Program. The parties agree that Contractor shall send the City a monthly invoice for all collection Services at the Waste Transfer Station, and rather than paying the City upfront for the Household Hazardous Waste Contribution, the Contractor shall deduct the monthly invoice amounts from the \$250,000.00 payable to the City. On or before September 30 of each calendar year, Contractor shall pay to the City the remaining portion of the \$250,000.00 once all invoice amounts from the Waste Transfer Station have been deducted. This process shall be followed each calendar year of this Agreement.

8.5 COLLECTIONS FOR SPECIAL PROJECTS

The Contractor shall collect and dispose of the Construction and Demolition Debris and other Solid Waste generated by the City's employees when the City's employees undertake special construction projects in the City's parks or undertake similar projects on other City properties. These services shall be provided by the Contractor, without charge to the City.

The Contractor also shall collect and dispose of the Construction and Demolition Debris that is generated by third party contractors when they are constructing, demolishing, or renovating the City's buildings. However, the Contractor is not obligated to collect or dispose of such materials without charge. The Contractor shall charge the third party contractor for the Collection and disposal of any Construction and Demolition Debris that is generated by a third party contractor when the third party contractor is constructing, demolishing, or renovating the City's buildings.

8.6 CHARGES FOR EXTRA COLLECTION SERVICES

The Contractor shall not be paid a fee for providing Collection Services to the City pursuant to Section 8 of this Agreement, unless the City requests and the Contractor provides Collection Services that exceed one or more of the following thresholds:

- (a) The Contractor provides Collection Service for more than six (6) Community Events in one Operating Year;
- (b) The Contractor provides more than nine hundred sixty (960) cubic yards of capacity in Mechanical Containers for Community Events in one Operating Year;
- (c) The City adds more than four (4) Mechanical Containers (cumulative total) to the list of Mechanical Containers used to service the City's properties, as shown in Exhibit 10 on the Effective Date; or
- (d) The City adds more than ten (10) Recycling Carts or dumpsters (cumulative total) to the list of Recycling Carts used to service the City's properties, as shown in Exhibit 10 on the Effective Date.

The proposed fee for the Contractor's Collection Services shall be negotiated with the Director before the Contractor provides any Collection Service that would require a payment pursuant to this Section 8.4. The Contractor shall not be required to provide the Collection Service, and the City shall not be required to pay for such service, unless the Contractor advises the City in advance that the requested service will exceed one of the thresholds identified in (a), (b), (c), or (d), above, and the City confirms in writing that the City wants the Contractor to provide its Collection Service, based on the negotiated Rates. The Contractor's Rates for these Collection Services shall not be greater than the Rates set forth in Exhibit 3 for comparable Commercial Collection Services.

8.7 CITY'S INTEGRATED SOLID WASTE MANAGEMENT PROGRAM AND PUBLIC EDUCATIONAL ACTIVITIES

The Contractor shall help the City enhance its solid waste management and recycling programs by providing technical advice and assistance concerning these activities. The Contractor also shall help the City develop educational programs and materials concerning integrated Solid Waste management practices, including Recycling. Further, the Contractor shall assist in presentations to schools, civic groups, homeowners' associations, and other groups, when requested to do so by the Director. However, the Contractor is not obligated to make any out-of-pocket expenditures to comply with the requirements in this Section 8.5.

SECTION 9: SUPPLEMENTAL COLLECTION SERVICES

The Contractor may provide Supplemental Collection Services for its Customers. The Supplemental Collection Services for Residential Customers include the Collection of excess and oversized material pursuant to Section 7.7, above, and similar services that are not required herein. Similarly, the Contractor may provide Supplemental Collection Services for Commercial Customers, including the Collection of waste material from Overflowing Mechanical Containers. The Contractor shall be paid for Supplemental Collection Services by the Customer pursuant to Section 40.9, below.

SECTION 10: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

10.1 The Contractor may provide Collection Service to Residential Customers every day, except Sundays and Holidays. The Contractor shall offer, and upon request shall provide, Collection Services to Commercial Customers every day, except Holidays.

10.2 The Contractor shall not provide Residential Collection Service or Commercial Collection Service before 7:00 a.m. or after 7:00 p.m.

10.3 If the City receives complaints about the noise or disturbance caused by the Contractor's Collection Services at a particular location, the Director may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.

10.4 Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or modified (a) when such change is requested by the Contractor and approved in advance by the Director; and (b) when the Director determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

SECTION 11: SCHEDULES AND ROUTES FOR COLLECTION SERVICES

11.1 SCHEDULES AND ROUTES

The Contractor shall establish Collection Routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. However, to the extent practicable, the Contractor also shall attempt to minimize any changes to the Routes and schedules used for Residential Customers prior to the Commencement Date. The Routes established under this Agreement shall be separate from the Routes the Contractor uses for the Collection of Solid Waste generated outside of the Service Area (e.g., in the unincorporated area of Broward County or another municipality). The Contractor's schedule shall identify the Scheduled Collection Days for Garbage and Rubbish, Source Separated Recyclable Materials, Bulky Waste, and Yard Waste, respectively, for each Residential and Commercial Customer. The Contractor shall submit its proposed Collection Routes and schedules to the Director as part of the Contractor's Collection Plan. The Contractor's Plan, including the proposed Collection Routes and schedules, shall be subject to the Director's approval, which shall not be unreasonably withheld. After the Director's approval is granted, the Contractor shall provide Collection Service in accordance with the approved Routes and schedules in the Collection Plan. However, the Director may approve a waiver of the requirements in this Section 11.1 if the Contractor demonstrates to the Director's satisfaction that a waiver is in the public interest.

11.2 SCHEDULED COLLECTION DAY FOR YARD WASTE AND BULKY WASTE

The Scheduled Collection Day for the Collection of a Residential Customer's Yard Waste and Bulky Waste shall be one of the Scheduled Collection Days each week for the Collection of that Customer's Garbage and Rubbish.

11.3 SCHEDULES FOR TWICE WEEKLY SERVICE

Whenever the Contractor is required to provide any Collection Service two (2) times per week pursuant to this Agreement, the Scheduled Collection Days shall be seventy-two (72) hours apart, unless the Director approves a different schedule.

SECTION 12: CHANGES TO COLLECTION SCHEDULES AND ROUTES

12.1 NO CHANGES WITHOUT DIRECTOR'S APPROVAL

After the Commencement Date, the Contractor shall not change a Route, or a Scheduled Collection Day for Residential Collection Service unless the Contractor receives the Director's prior written approval for the proposed change. The Contractor shall submit to the Director a description of all proposed Route and schedule changes at least thirty (30) calendar days prior to the proposed implementation of such changes.

12.2 HOLIDAY SCHEDULES

When a Customer's Scheduled Collection Day for Garbage falls on a Holiday, the Contractor may delay the Collection of the Customer's Garbage until the first Scheduled Collection Day for Garbage following the Holiday. The same procedure may be used to delay the Collection of other material (e.g., Bulky Waste) following a Holiday. Notwithstanding the foregoing, the Contractor may propose, and the Director may approve alternate schedules for the Collection of Residential Waste on and after a Holiday.

12.3 PUBLIC NOTICE OF CHANGES

If the Director approves a permanent change in the Contractor's Scheduled Collection Days or Routes, the Contractor shall provide all affected Customers with a written notice of the change and shall comply with the requirements in Section 37, below, unless a different notice is authorized by the Director.

12.4 NOTICE OF TEMPORARY DELAYS

The Contractor shall inform the Director about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection Schedule. The Contractor shall provide such notice within two (2) hours of the event causing the delay.

12.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLD WASTE QUANTITIES

The quantity of Solid Waste generated in the City may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and Routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

SECTION 13: DIRECTOR'S AUTHORITY TO DETERMINE REQUIREMENTS FOR COLLECTION SERVICE

13.1 The owner or manager of a Building with multiple Dwelling Units may request the Director's permission to receive Collection Services with Garbage Carts or, alternatively, with Mechanical Containers. The Director shall have the exclusive authority to approve or deny such requests. The Contractor shall provide its Collection Services in compliance with the Director's determinations concerning such requests.

13.2 If a Customer will receive Collection Service with a Mechanical Container, the Contractor and Customer initially shall determine the size of the Collection Container that will be used and the frequency of the Collection Service, but Collection Service with Mechanical Containers shall be provided: (a) at least once each week for all Customers; and (b) at least twice each week for all restaurants, grocery stores, and other Commercial Customers that generate significant quantities of Garbage or other wastes that may create objectionable odors or other conditions that may result in a public nuisance. However, the Director may approve of a less frequent Collection Service if the Contractor or Customer demonstrates to the Director's satisfaction that less frequent service will not cause objectionable odors or other nuisance conditions.

13.3 The Director shall have the right to increase or decrease (a) the frequency of any Collection Service; and (b) the size and number of the Collection Containers used by any Customer. The size of the Collection Container and the frequency of Collection Service provided to a Customer shall be sufficient to ensure that the Customer's Collection Container is not Overflowing, and Solid Waste is not placed outside the Collection Container, between Scheduled Collection Days. If necessary, the City may initiate a code enforcement proceeding or take other appropriate actions against the Customer to ensure that the Customer receives an appropriate level of service.

13.4 If the Contractor and a Customer cannot agree about the size of the Collection Container or the frequency of Collection Service, the Contractor or the Customer may notify the Director about their dispute. In such cases, the Director shall determine whether it is necessary to change the frequency of

service or the size of the Collection Container, and the Contractor shall provide its service in compliance with the Director's determination. The Customer shall pay the applicable Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

13.5 The Director shall have the authority to determine the appropriate location for the placement of any Collection Container used by any Customer.

SECTION 14: THE RESIDENTIAL CUSTOMER LIST

14.1 The City shall prepare a Residential Customer List, which shall identify each parcel of Residential Property and each Dwelling Unit that is entitled to receive Residential Collection Service from the Contractor pursuant to this Agreement. No later than ninety (90) calendar days before the Commencement Date, the City shall provide its preliminary Residential Customer List to the Contractor. The preliminary Residential Customer List shall be based on the City's preliminary Assessment Roll, and it shall be subject to any additions or deletions deemed appropriate by the City. If the Contractor believes the Residential Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Director about any proposed additions, deletions, or other revisions to the Customer List.

14.2 The Contractor shall have an affirmative duty to help ensure that the Residential Customer List is accurate at all times. The Contractor shall notify the City within five (5) Operating Days if the Contractor begins to provide Residential Collection Service to a parcel of Improved Property that is not on the Residential Customer List. The Contractor also shall notify the City within five (5) Operating Days if the Contractor identifies a parcel of Improved Property that should be added to or deleted from the Residential Customer List.

14.3 The City shall notify the Contractor promptly after a Certificate of Occupancy is issued by the City for Residential Property in the Service Area. After receiving this notification, the Contractor shall begin to provide Residential Collection Service to such property within three (3) Operating Days, except as otherwise provided herein.

14.4 The City shall notify the Contractor if the City wants the Contractor to terminate its Residential Collection Service to a parcel of Improved Property. The Contractor shall terminate its Residential Collection Service within three (3) Operating Days after receiving the City's notice.

14.5 The City shall update the Residential Customer List at least once each Operating Month. The City shall adjust the Residential Customer List to correspond with the occupancy of existing and new buildings, as well as the demolition of old buildings in the Service Area. A new Dwelling Unit shall be deemed to be occupied when a Certificate of Occupancy has been issued and the City requests the Contractor to provide Collection Service to the new Dwelling Unit.

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SECTION 15: PROPER COLLECTION PROCEDURES FOR CONTRACTOR

15.1 When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers and return them in an upright position to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container obstructs a sidewalk, street, alley, or driveway.

15.2 After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely. This requirement does not apply to Garbage Carts or Recycling Carts that are collected with fully automated equipment (e.g., automated side-loading trucks).

15.3 The Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Cans, Garbage Carts, Recycling Containers, and their lids shall not be tossed or thrown away by the Contractor.

15.4 The Contractor shall provide Collection Service with as little noise and disturbance as possible.

15.5 The Contractor shall be responsible for the proper handling of any White Goods that the Contractor collects. Among other things, the Contractor shall not crush or compact any White Goods that the Contractor collects, if such materials are Set Out separately for Collection. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. Customer is responsible for removing freon.

SECTION 16: RESTRICTIONS ON COLLECTION OF MIXED LOADS

16.1 During the Collection process, Garbage and Rubbish may be combined by the Contractor.

16.2 During the Collection process, the Contractor shall not combine Source Separated Recyclable Materials and Electronic Equipment with each other or with any other type of material. However, the Contractor shall have no obligation to separate these materials if the Customer placed them in a Collection Container with Garbage or other types of Solid Waste. If necessary, the Director may designate other materials that shall be handled separately under this Agreement.

16.3 The Contractor shall not combine Bulky Waste or Yard Waste with Garbage, Rubbish, Source Separated Recyclable Materials, or Electronic Equipment.

16.4 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.

16.5 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Commercial Waste.

16.6 The Contractor shall not collect Source Separated Recyclable Materials with a vehicle that was used for the Collection of Solid Waste on the same Operating Day.

16.7 Notwithstanding the foregoing, the Director may grant relief from all of the restrictions in this Section 16, and thus allow the Contractor to combine different types of Solid Waste and Recyclable Materials, if the Director determines that this practice will be in the public interest. In such cases, the Contractor shall submit a written request to the Director, describing the specific procedures that will be

established to properly account and pay for the management of the mixed materials. The Director may grant or deny the request, in his or her sole discretion.

SECTION 17: NON-COLLECTION PROCEDURES

17.1 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container if the Contractor decides that the Contractor will not collect the Customer's waste because the waste was not Set Out in compliance with the applicable requirements in this Agreement. The Non-Collection Notice shall be placed on or attached to the Customer's waste materials (e.g., Bulky Waste) if the waste is not inside a Collection Container. In all cases, the Non-Collection Notice shall be placed in a location where the notice is conspicuous and will be readily seen by the Customer. On the same day, the Contractor shall notify the Director about the Non-Collection Notice. The notice to the Director shall identify the Customer's street address and the reason for not collecting the Customer's waste. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, the Director may require the Contractor to return to the Customer's Premises promptly and collect the waste. If the Director notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of that Operating Day. If the Director notifies the Contractor after 12 p.m. (noon), the Collection shall be completed before noon on the next Operating Day.

17.2 The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or Contaminated Recyclable Materials. The Contractor shall leave Non-Conforming Material and Contaminated Recyclable Materials in the Recycling Container and place a Non-Collection Notice on the container, explaining why the material was not collected. However, the Contractor is not obligated to look into a Recycling Container or inspect the contents of the container before collecting the materials in that container.

17.3 The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Director to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.

17.4 If a Collection Container is temporarily inaccessible due to causes beyond the Customer's control (e.g., a blocked street), the Contractor shall provide Collection Service later the same day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day.

17.5 The Contractor shall notify the Director about any Customer that routinely fails to comply with the Set Out requirements in this Agreement. For example, the Contractor shall notify the Director if a Residential Customer routinely places: (a) Plastic Bags outside of their Garbage Cart; (b) more waste at the Curbside than is allowed under Section 7.3 or Section 7.4; or (c) Contaminated Recyclable Material in their Recycling Container. The Contractor also shall notify the Director about any Commercial Customer that routinely has an Overflowing Mechanical Container or Garbage Cart.

17.6 The design and content of the Non-Collection Notices shall be developed by the Contractor but shall be subject to the approval of the Director. At a minimum, the Non-Collection Notices shall contain the following information: (a) the issuance date; (b) the Contractor's reason for not providing Collection

Service; (c) information advising the Customer how to correct the problem; and (d) the telephone number to call if the Customer has any questions for the Contractor.

SECTION 18: PROCEDURES FOR MISSED COLLECTIONS

If the Director or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste, Commercial Waste, or Source Separated Recyclable Material (as the case may be) that has been Set Out for Collection. The Contractor shall collect such material before the end of that Operating Day if the Contractor is notified before 12 p.m. (noon). If the Contractor is notified after noon, the Collection shall be completed before noon on the next Operating Day. The requirements in this Section 18 shall not apply if the Contractor presents photographs or other relevant information demonstrating to the Director's reasonable satisfaction that the Contractor provided timely Collection Service to the Customer, but the Customer failed to Set Out their Residential Waste, Commercial Waste, or Source Separated Recyclable Material in a timely manner.

SECTION 19: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

19.1 The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when providing Collection Service (e.g., Side Door Service) pursuant to this Agreement. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property unless the occupants or owners of both properties have given their prior written permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.

19.2 The Contractor's employees shall not damage any public or private property, including roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.

19.3 The Contractor shall not damage trees in the City. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Waste or other materials (e.g., when Collecting Yard Waste with a "claw" truck or clamshell bucket).

19.4 The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a "claw" truck or clamshell bucket). The Contractor shall fill such depressions, restore the grade to match the surrounding area, and replace any sod that has been destroyed by the Contractor's actions.

19.5 The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public and private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and phone number.

19.6 The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the action of the Contractor, its employees, or agents. The Contractor shall promptly investigate and respond to any

claim concerning property damage. If the Director or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Director and Customer before the end of that day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Director and Customer before noon on the next Operating Day. The Contractor shall repair any damage within three (3) Operating Days unless the Contractor requests and the Director grants approval of an extension of time. If the Contractor uses continuous and diligent efforts to meet the deadlines in this Section 19.6, but nonetheless is unable to comply, the Director shall grant reasonable extensions of time for the work required herein. Any disputes concerning the Contractor's obligations for the repair of property damage shall be resolved by the Director. In all cases, the Contractor shall be required to restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred. If the Contractor fails to complete the repair or restoration work within the timetable specified by the Director, the City may hire a third party to perform the work and then deduct the cost of the work from the City's payments to the Contractor. In all cases, the City may also deduct the direct and indirect costs incurred by the City when responding to property damages caused by the Contractor.

19.7 In all cases, the Contractor may submit photographs, GPS data, or other relevant information to demonstrate that the Contractor did not cause the damage. The Director shall fairly consider all such information before the Director decides whether the Contractor must undertake any repairs or other work pursuant to this Section 19.

SECTION 20: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

20.1 Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the City.

20.2 The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited.

20.3 The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.

20.4 The Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. The Contractor's vehicles shall not be left unattended on streets or alleys.

20.5 The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the City is repairing such areas, or the City otherwise determines it is in the public's best interest to restrict access. Whenever possible, the City shall provide the Contractor with reasonable notice of such restrictions so that the City's action does not unduly interfere with the Contractor's normal operations.

20.6 If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the Customer. If the street is still closed at that time, the Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.

20.7 If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle, or from a location specified by the Director.

20.8 If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires; other unsafe conditions) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Director and the Director shall resolve the problem. The Contractor and the Customer shall take such action as the Director deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

SECTION 21: THE CITY'S DESIGNATED FACILITIES

21.1 The Contractor shall deliver all of the Residential Waste and Commercial Waste collected pursuant to this Agreement to a Designated Facility.

21.2 The Designated Facility for Garbage and Rubbish is the Wheelabrator South Resource Recovery Facility located at 4400 South State Road 7, Ft. Lauderdale, Florida.

21.3 All of the Source Separated Recyclable Materials collected by the Contractor from single family Dwelling Units, Low Density Dwellings, the City's Transfer Station, and the City's properties identified on Exhibit 10, shall be delivered by the Contractor to a Designated Facility. The Designated Facility for these Source Separated Recyclable Materials shall be the Materials Recovery Facility located at Waste Management - Sun 11 Recycling Facility 1750 SW 43rd Terrace, Deerfield Beach, Florida 33442.

21.4 All of the Source Separated Recyclable Materials collected by the Contractor from Commercial Properties shall be delivered by the Contractor to a fully licensed and permitted Materials Recovery Facility or Recovered Materials processing facility where such materials will be Recycled. However, these Source Separated Recyclable Materials do not have to be delivered to a Designated Facility.

21.5 The Designated Facility for Bulky Waste and Yard Waste is the Waste Management - Sun 11 C&D Recycling Facility at 1750 SW 43rd Terrace, Deerfield Beach, Florida 33442.

21.6 The Designated Facility for Construction and Demolition Debris is Waste Management - Sun 11 Recycling Facility 1750 SW 43rd Terrace, Deerfield Beach, Florida 33442.

21.7 The City shall have the right to select a new Designated Facility or facilities for any or all of the materials collected pursuant to this Agreement, except as provided in Section 21.4, above. If the City selects a new Designated Facility, the Contractor shall continue to be paid the Rates approved herein, unless the Designated Facility is more than twenty (20) miles from City Hall, which is located at 9500 West Sample Road, Coral Springs, Florida. This distance shall be measured in a straight line on a map (i.e., a 20 mile radius); it shall not be measured based on road-miles. If the Designated Facility is located beyond this distance, the City and the Contractor shall negotiate an appropriate adjustment in the Rates. The adjustment shall be limited to the incremental operating cost that the Contractor incurs as a result of having to transport the Solid Waste more than twenty (20) miles to the new Designated Facility. For example, if the new Designated Facility is located twenty-five (25) miles from City Hall, the adjustment shall be limited to the incremental operating cost (i.e., the increased transportation cost for fuel and vehicle miles) of transporting the Solid Waste an additional five miles.

SECTION 22: SPILLAGE AND LITTER BY CONTRACTOR

22.1 The Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractor's activities.

22.2 The Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.

22.3 When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. The hopper door on a Collection vehicle shall be closed whenever the vehicle is traveling in excess of twenty (20) miles per hour on a public or private road. The Contractor shall immediately stop and pick up any Solid Waste or other material that escapes from or is scattered by the Contractor's vehicle.

22.4 The Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. The Contractor shall immediately stop its vehicle and retrieve any litter that is released or falls from the Contractor's vehicle.

22.5 The Contractor shall notify the City within one hour and clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles in accordance with industry standards. The Contractor also shall repair, or pay for the repair of, any damage associated with such leaks or spills. The requirements in Section 19.6 shall apply to the Contractor's actions under this Section 22.5.

22.6 If the Director or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of that Operating Day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day. However, the Contractor's obligation to clean up litter, leaks, and spills shall be waived by the Director if the Contractor demonstrates to the Director's reasonable satisfaction that the Contractor did not cause the litter, leak, or spill.

SECTION 23: EXEMPT WASTES

The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any Solid Waste Management Facility or other facility that is licensed to receive such material. This Agreement does not prohibit the Contractor from collecting Exempt Waste as a Supplemental Collection Service, provided that the Contractor complies with all Applicable Law when collecting such material, including any applicable requirements in the City Ordinances.

- A. Land Clearing Debris.
- B. Yard Waste generated by a Commercial Lawn Care Company or plant nursery.
- C. Roofing materials generated, collected, and transported by a roofing company.
- D. Recovered Materials generated on Commercial Property.

- E. Excavated fill and earthen material.
- F. Solid Waste and by-products from an industrial process.
- G. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- H. Trash and debris generated by or associated with farming operations.
- I. Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires (except as provided in Section 7.6), and lead-acid batteries.
- J. Boats, boat motors, and boat trailers.
- K. Disaster Debris.
- L. Hazardous Material, Biomedical Waste, and Radioactive Waste.
- M. Sludge.
- N. Source Separated Organics collected from retail and commercial locations that are approved in writing by the Director.
- O. Demolition Concrete that is separated at the source.
- P. Asphalt removed from an existing parking lot or other paved area.
- Q. Materials and waste similar to those listed above, when designated by the Director.

Pursuant to Section 403.7046(3), Florida Statutes, nothing in this Agreement requires a commercial establishment to sell or convey its Source Separated Recovered Materials to the City or a facility designated by the City. Nothing contained in this Agreement restricts the right of a commercial establishment to sell or convey the establishment's Source Separated Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

SECTION 24: THE CONTRACTOR'S SAFETY PROGRAM

24.1 The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Director for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

24.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.

24.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all Applicable Laws. Refresher courses and supplemental training shall be

provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Director upon request.

24.4 The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.

24.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.

24.6 The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.

24.7 The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations. The Contractor shall deliver an updated safety plan to the Director with the Contractor's annual report, pursuant to Section 36.4, below.

SECTION 25: THE CONTRACTOR'S COLLECTION PLAN

25.1 The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, Routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include all the vehicles and personnel that the Contractor promised to commit to the City, as described in the Contractor's response to the City's RFP and summarized in Exhibit 9. The Collection Plan shall include a legible map for each Collection Route. The map shall identify: (a) the Operating Days when Collection Service will be provided; (b) the starting and ending points for each Route; (c) the type of Collection Service that will be provided on each Route on each Scheduled Collection Day; and (d) the type of Collection vehicle and the cargo capacity of each Collection vehicle that will be used on each Route.

25.2 The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.

25.3 The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the City is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste or other materials. Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material for which the Contractor, rather than the City, must pay the applicable Tipping Fee.

25.4 If requested by the Director, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.

25.5 An updated Collection Plan shall be submitted to the Director within ten (10) days whenever the Contractor changes a Residential Route or other component of the plan.

25.6 At least seven (7) days before the Commencement Date, the Collection Plan shall be updated to include all of the information required pursuant to Section 5.2(k), above. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or eliminates a Collection vehicle or Mechanical Container from service in the City.

25.7 The Collection Plan and all revisions to the plan are subject to the Director's prior written approval. The Contractor shall provide its services in compliance with the approved Collection Plan unless the Director has given prior written approval for a deviation from the plan.

SECTION 26: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

For the purposes of this Agreement, Solid Waste and Source Separated Recyclable Material belong to the Person generating such waste or material, until the Solid Waste or material is Set Out by that Person (i.e., the generator) and collected by the Contractor. When the Contractor takes possession of the Solid Waste and Source Separated Recyclable Material on behalf of the City, title to the waste and material shall pass to the City. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste and material until they are delivered to and accepted by a Solid Waste Management Facility. Upon acceptance, title to the waste shall pass to the owner of such facility.

Notwithstanding anything else contained herein: (a) the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any such waste or material without the prior written consent of the City; (b) the generator shall at all times retain title to and liability for Hazardous Material, Biomedical Waste, and Radioactive Waste; and (c) the Contractor shall not be responsible for the actions of a Designated Facility that has accepted the City's Solid Waste and Source Separated Recyclable Material from the Contractor.

SECTION 27: MANAGEMENT OF CONTAMINATED RECYCLABLE MATERIAL

Pursuant to Section 403.706, Florida Statutes, the City is hereby adopting a definition of Contaminated Recyclable Material that is appropriate for the local community. The City's definition of Contaminated Recyclable Material is contained in Section 1.29, above. The City plans to reduce the amount of Contaminated Recyclable Material being collected in the City primarily by implementing public education and outreach programs. The Contractor will assist the City in this effort by providing technical and educational services pursuant to Sections 8.5 and 37, herein. Section 7.2.3, above, describes the basic procedures that the Contractor shall use for identifying, documenting, managing, and rejecting Contaminated Recyclable Material. Collectively, Sections 7.2.3, 8.5, and 37 describe the educational and enforcement measures that the Contractor is responsible for implementing when providing Collection Services under this Agreement. Leaving the Contaminated Recyclable Material in the Recycling Container at Curbside is the Contractor's primary remedy when the Contractor discovers Contaminated Recyclable Materials in a Recycling Container. In addition, the Contractor shall report to the Director pursuant to Section 17.5, above, if a Customer repeatedly Sets Out Contaminated Recyclable Material for Collection. The City is responsible for implementing educational and enforcement programs, as the City deems appropriate in light of its funding and other constraints, and thus promoting proper Recycling techniques. Subject to its budgetary and other constraints, the City intends to explore potential outreach and messaging campaigns, enforcement mechanisms, and other measures that will encourage Customers to "recycle right." The City shall have the exclusive authority to determine whether the City will adopt or implement any specific program or course of action.

SECTION 28: SET OUT PROCEDURES FOR CUSTOMERS

The procedures and requirements established in this Section 28 shall be followed by the Contractor's Customers. However, the Contractor shall collect a Customer's Solid Waste and Source Separated

Recyclable Materials, even if the Customer fails to strictly comply with one or more of the requirements in this Section 28, unless (a) the Director concurs in advance that the Contractor does not need to provide Collection Service to the Customer; or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 17, above. The requirements in the City's Ordinances, including Chapter 8 of the City Code, shall supplement the requirements contained herein.

28.1 GENERAL PROCEDURES FOR ALL CUSTOMERS

28.1.1 Garbage and other putrescible waste shall not be collected, stored, or Set Out in an open, uncovered box, bag, or unauthorized Collection Container.

28.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.

28.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag.

28.1.4 Customers shall not overfill a Collection Container. If a Collection Container has a lid, the lid shall be completely closed by the Customer.

28.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container unless they have received prior approval to do.

28.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated on their own Premises. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person, except as otherwise provided in Sections 28.1.5, 28.1.7, and 28.1.8.

28.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated, except as otherwise provided in Sections 23.1.5, 28.1.6, and 28.1.8.

28.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.

28.1.9 Garbage Carts and Recycling Carts shall not be loaded in excess of one hundred fifty (150) pounds or the cart's rated capacity (measured in pounds, as shown on the lid of the cart), whichever is less. Garbage Cans shall not be loaded with more than fifty (50) pounds of material.

28.1.10 If the Customer and the Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Director shall designate the point of Collection.

28.1.11 When necessary to carry out the purpose and intent of this Agreement, the Director may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.

28.1.12 Each Customer shall use due care and diligence to avoid causing damage to any Collection Container or other equipment provided by the City or the Contractor. The Collection Containers and equipment provided by the City and/or the Contractor shall not be altered by the Customer and shall only be used for their intended purpose.

28.1.13 Each Customer shall provide unobstructed access to their Collection Containers on the Customer's Scheduled Collection Days.

28.1.14 When a Customer places a Garbage Cart or Recycling Cart at Curbside, the cart must be at least four (4) feet from any automobiles, telephone poles, mailboxes, other carts, Yard Waste containers or piles, Bulky Waste, White Goods, or other obstructions that would restrict the Contractor's ability to reach, lift, unload and return the cart while using the mechanical arm on a side-loading Collection vehicle.

28.2 SPECIFIC PROCEDURES FOR RESIDENTIAL CUSTOMERS

The following procedures shall apply to Residential Customers that receive Collection Service at Curbside.

28.2.1 Each Residential Customer shall Set Out their Garbage and Rubbish in one or more Garbage Carts.

28.2.2 Residential Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste should be placed in a Garbage Can or biodegradable paper bag or plastic bag. If a Customer wishes to Set Out larger pieces of Yard Waste, the Yard Waste shall be stacked neatly in a pile at Curbside. A Residential Customer may, but is not required to, tie Yard Waste in a bundle.

28.2.3 Source Separated Recyclable Materials shall be Set Out for Collection in a Recycling Cart.

28.2.4 Each Residential Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste and Source Separated Recyclable Materials at the Curbside on the day before the Scheduled Collection Day(s) after 7:00 p.m. or prior to 7:00 a.m. on the Scheduled Collection Day(s) for such materials.

28.2.5 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound and shall be collected as bulk waste. No single segment of rolled or tied carpet shall exceed five (5) feet in width or fifty (50) pounds in weight.

28.2.6 Each Garbage Can used by a Customer shall: be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from sharp edges; and not have inside structures that prevent the free discharge of the container's contents.

28.2.7 Subject to the other limitations contained herein (e.g., Sections 7.4 and 7.5), a Residential Customer may Set Out the Yard Waste and Bulky Waste that was generated by a builder, building contractor, privately employed handyman service, Commercial Lawn Care Company, or plant nursery on the Customer's Residential Property while such Person was working for the Customer. However, a Residential Customer shall not Set Out such materials if they were generated on any other property, even if the other property is owned by the Residential Customer. Further, a Residential Customer shall not Set Out more than two (2) cubic yards of Construction and Demolition Debris.

28.2.8 Plastic Bags and biodegradable paper bags shall not be loaded with materials weighing more than thirty (30) pounds or the rated capacity of the bag, whichever is less.

28.2.9 Mirrors, glass windowpanes, and similar breakable materials may be placed in a Garbage Cart or Garbage Can, or placed in a cardboard box and taped shut, for Collection as Bulky Waste. The Contractor shall place a Non-Collection Notice, pursuant to Section 17, on large mirrors, glass windows, and other materials that require the use of special equipment for Collection.

28.3 SPECIFIC PROCEDURES FOR CUSTOMERS IN MULTI-FAMILY COMPLEXES

Each Customer in a Multi-Family Complex shall comply with the following Set Out Procedures:

28.3.1 Garbage and Rubbish shall be placed in a Mechanical Container located on the Customer's Premises.

28.3.2 The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) that will be used by the Customer and serviced by the Contractor at a Multi-Family Complex. These locations are subject to the Director's approval.

28.3.3 A Customer at a Multi-Family Complex shall call the Contractor and schedule a time for the Collection of their Bulky Waste. The Customer shall not Set Out their Bulky Waste more than one (1) day before such materials are to be collected by the Contractor. The Contractor may charge a separate fee for this Supplemental Collection Service, based on the Rates in Exhibit 3.

28.4 PROCEDURES FOR COMMERCIAL CUSTOMERS

Each Commercial Container shall comply with the following Set Out procedures:

28.4.1 Each Commercial Customer shall have a Mechanical Container or Garbage Cart for the Collection of their Garbage and Rubbish; however, two (2) or more Commercial Customers may share the use of a Mechanical Container, subject to the requirements herein. Each Commercial Customer shall place their Garbage and Rubbish in their Mechanical Container or Garbage Cart. No Solid Waste shall be placed outside the Mechanical Container or Garbage Cart.

28.4.2 A Commercial Customer shall place their Source Separated Recyclable Materials or Recovered Materials in a separate cart or container (i.e., not the cart or container used for Garbage and Rubbish).

28.4.3 Commercial Customers shall not place or commingle Construction and Demolition Debris with any other type of Solid Waste in a Collection Container.

28.4.4 All Collection Containers shall be placed in locations that are readily accessible to the Customer and the Contractor's vehicles.

28.4.5 Each Mechanical Container shall be placed on a paved level surface. The approaches to the Mechanical Container shall be capable of supporting the weight of the Collection vehicle.

28.4.6 A Commercial Customer shall call the Contractor and schedule a time for the Collection of their Bulky Waste. A Commercial Customer shall not Set Out their Bulky Waste more than one (1) day before such materials are to be collected by the Contractor. A Commercial Customer shall not place their Bulky Waste in a location that obstructs the Contractor's access to a Mechanical Container serving the Commercial Customer or any other Person. The Contractor may charge a separate fee for this Supplemental Collection Service, based on the Rates in Exhibit 3.

SECTION 29: COLLECTION CONTAINERS

29.1 PURCHASE AND OWNERSHIP OF CONTAINERS

29.1.1 Garbage Cans, Plastic Bags, and Biodegradable Paper Bags – Each Customer shall purchase and provide the Garbage Cans, Plastic Bags, and biodegradable paper bags, if any, that the Customer uses. Garbage Cans shall remain the property of the Customer.

29.1.2 Recycling Bins – Recycling Bins previously were purchased and distributed to some of the Customers in the Service Area. These Recycling Bins are and shall remain the property of the Customers.

29.1.3 Garbage Carts and Recycling Carts – Within one hundred eighty (180) days of the Commencement Date, the Contractor shall provide all new Garbage Carts and Recycling Carts hot-stamped or labeled with the City and Contractor's logos to each Residential Customer in the Service Area, including each single family Dwelling Unit and each Dwelling Unit in a Low Density Dwelling. Contractor shall be solely responsible for payment of same. Contractor shall also be responsible for removal of any used Carts. Contractor shall be granted a License Agreement for staging area(s) for up to ninety (90) days at location(s) determined by the City for staging/storage. At the end of ninety (90) day period, Contractor shall remove all carts and restore the area(s) to its original condition. On and after the Commencement Date, the Contractor shall purchase, assemble, and deliver all of the Garbage Carts and Recycling Carts that the Contractor must provide under this Agreement, as described below. Subject to the requirements herein, the Contractor shall be paid for the carts pursuant to Section 40.8, below.

On and after the Commencement Date, the Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new or refurbished Recycling Cart to each New Residential Customer. The carts shall be delivered within three (3) Operating Days after the New Customer, or the Director requests the Contractor to deliver the carts. Each Garbage Cart and each Recycling Cart delivered to New Residential Customers shall have a capacity of approximately sixty-four (64) gallons unless the Customer or the Director requests a different size.

On and after the Commencement Date, the Contractor shall purchase, assemble, and deliver: (a) one new or refurbished Garbage Cart to each Residential Customer that needs to replace a cart because their cart has been stolen, or damaged or worn beyond repair; (b) one new or refurbished Recycling Cart to each Residential Customer that needs to replace a cart because their cart has been stolen, or damaged or worn beyond repair; (c) a new Garbage Cart or Recycling Cart, as the case may be, to each Customer that wishes to purchase a cart pursuant to Section 40.8, below; and (d) a new or refurbished Garbage Cart and/or Recycling Cart to each Customer that wishes to exchange their cart(s) pursuant to Section 29.4, below. For the purposes of this Section 29.1.3, a "refurbished" cart shall mean a cart that was cleaned and repaired to "like new" condition. In all such cases, the carts shall be delivered within three (3) Operating Days after they are requested by the Customer or the Director.

Although the Contractor must provide Garbage Carts and Recycling Carts to individual Customers in accordance with the requirements contained herein, nothing in this Agreement requires the Contractor to replace all the carts used in any subdivision or in the entire Service Area. If the City wishes to replace all the carts used in a subdivision or all the carts used in the Service Area, the City shall make appropriate arrangements for the purchase, assembly, and delivery of the necessary carts. For example, the City and the Contractor may negotiate a mutually acceptable amendment to this Agreement pursuant to Section 60, below. In the alternative, the City may enter into a contract with a third party to provide the carts. The City also may take any other action it deems appropriate to provide the carts.

Garbage Carts and Recycling Carts purchased by the Contractor shall become the property of the City when the carts are delivered to a Residential Customer or the City and shall be hot-stamped or labeled with the City and Contractor's logos. Upon termination or expiration of this Agreement, the Garbage Carts and Recycling Carts held in the Contractor's inventory for the City (e.g., carts that are hot-stamped or labeled with the City and Contractor's names or logos) shall be delivered to and become the property of the City. Title to all such carts, and title to all Contractor-provided carts in the possession of Residential Customers, shall be transferred automatically to the City, without further action by the City or the Contractor upon the termination or expiration of this Agreement. Carts purchased by a Residential Customer or Commercial Customer shall become the property of the Customer when they are purchased by the Customer. Carts that are provided to Commercial Customers by the Contractor, but not purchased by the Customer, shall be the property of the Contractor, both before and after the termination or expiration of this Agreement. Notwithstanding anything else contained herein, Garbage Carts and Recycling Carts used by Commercial Customers do not need to be hot-stamped with the City or Contractor's logos.

29.1.4 Mechanical Containers – The Contractor shall provide Compactors and Mechanical Containers to any Customer that wishes to use them if the Customer has a location where such equipment can be used in compliance with this Agreement and the Ordinance. The Contractor shall be responsible for purchasing or leasing all Mechanical Containers and Compactors that the Contractor provides under this Agreement. Mechanical Containers and Compactors purchased by the Contractor shall remain the property of the Contractor until the Containers are sold. The Customer and the Contractor shall negotiate the fee for the Customer's lease of any Compactor provided by the Contractor.

A Customer may own its Mechanical Container (e.g., Dumpster, Compactor and attached Roll-Off Container) or lease a Mechanical Container from a service provider other than the Contractor, if the Mechanical Container is compatible with and can be serviced by the Contractor's equipment. In such cases, the Mechanical Container shall remain the property of the Customer or other service provider. Notwithstanding the provisions of Section 35.1, below, the term of the Contractor's lease agreements for Mechanical Containers may extend beyond the term of this Agreement.

29.2 MAINTENANCE AND REPAIR OF CONTAINERS

29.2.1 Garbage Cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their Garbage Can (if any). Garbage Cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.

29.2.2 Recycling Bins – Each Customer shall be responsible for cleaning their Recycling Bins (if any) and maintaining them in a sanitary condition.

29.2.3 Garbage Carts and Recycling Carts – Each Customer shall be responsible for cleaning their Garbage Cart(s) and Recycling Cart(s) and maintaining the carts in a sanitary condition.

The Contractor shall be responsible for repairing all of the Garbage Carts and Recycling Carts that are used by its Customers. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Garbage Carts and Recycling Carts used in the Service Area. The Contractor shall be responsible for maintaining such carts in good working condition. The Contractor shall repair or replace a Garbage Cart or Recycling Cart no later than three (3) Operating Days after (a) the Contractor observes that the cart is defective; or (b) the Contractor is informed by the Customer or the Director that the Cart needs to be repaired.

The Contractor shall clean and repair, as necessary, all Garbage Carts and Recycling Carts that the Contractor receives as a result of exchanges pursuant to Section 29.4, below.

29.2.4 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers to ensure that the Mechanical Containers are repaired or replaced in compliance with the timetables established herein. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so they do not become a detriment to the community. The Contractor shall replace, repair, paint, clean, wash, and otherwise maintain a Mechanical Container when requested to do so by the Director, pursuant to Section 30.9.2, below.

Each Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

If a Mechanical Container is damaged or otherwise in need of repair, the Contractor shall repair the container or provide a similar Mechanical Container within two (2) Operating Days after receiving a request for such service from a Customer or the Director. In the alternative, the Contractor may provide a Roll-Off Container, if the user of such container is approved in advance by the Director. In all cases, the Contractor shall promptly provide assistance to ensure uninterrupted service to the Customer.

29.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS

29.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans (if any).

29.3.2 Recycling Bins – Each Customer shall be responsible for storing and replacing, if necessary, their Recycling Bin(s).

29.3.3 Garbage Carts and Recycling Carts – Each Customer shall be responsible for storing their Garbage Cart(s) and Recycling Cart(s).

The Contractor shall be responsible for purchasing, storing, assembling, and distributing new and replacement Garbage Carts and Recycling Carts to those Customers that are entitled to receive them pursuant to this Agreement. For such Customers, the Contractor shall deliver the carts within three (3) Operating Days after the carts are requested by the Director or Customer. The Contractor shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Garbage Carts and Recycling Carts for distribution.

The Contractor shall keep Garbage Carts and Recycling Carts in the Contractor's local office and shall provide them to Customers, upon request, if the Customer is entitled to receive a new cart pursuant to this Agreement.

29.3.4 Mechanical Containers – The Contractor shall be responsible for the storage, distribution, and replacement of its Mechanical Containers. The Contractor shall provide a Mechanical Container within three (3) Operating Days after receiving a request for a Mechanical Container from the Director or a Customer.

29.3.5 Garbage and Recycling Carts Damaged by Contractor – The Contractor shall pay for the repair or replace a Customer’s Garbage and/or Recycling Cart within three (3) Operating Days after being notified by the Director or Customer that the Customer’s Garbage and/or Recycling Cart was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer’s original Garbage and/or Recycling Cart.

29.4 EXCHANGE (SWAP OUT) OF CARTS AND CONTAINERS

The Contractor shall deliver a different Garbage Cart and/or Recycling Cart to any Customer that wishes to exchange (i.e., “swap out”) its cart for one that is a different size. The Contractor shall offer Garbage Carts that are approximately thirty-five (35) gallons, sixty-four (64) gallons, and ninety-six (96) gallons in size. The Contractor shall offer Recycling Carts that are approximately thirty-five (35) and sixty-four (64) gallons in size. With regard to Mechanical Containers, the Contractor shall provide the size requested by the City or Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested cart or container within five (5) Operating Days after receiving the Customer’s request.

A Customer shall be allowed to exchange their Garbage Cart one time, without charge. A Customer also shall be allowed to exchange their Recycling Cart, one time, without charge. If a Customer exchanges their Garbage Cart on two or more occasions or exchanges their Recycling Cart on two or more occasions, the Contractor may charge and collect a delivery fee for exchanging the Customer’s cart. However, the Contractor shall not charge or collect a delivery fee if a Customer delivers their cart to the Contractor’s local office. The Contractor’s delivery fee shall not exceed Twenty-Five Dollars (\$25.00). The Contractor shall be responsible for billing and collecting its delivery fee from the Customer. There shall be no charge for exchanging a Mechanical Container.

29.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

29.5.1 Garbage Carts and Recycling Carts – The Garbage Carts and Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Director. In general, the carts shall: (a) have a nominal rated capacity of approximately thirty-five (35), sixty-four (64), or ninety-six (96) gallons, as applicable; (b) be hot-stamped or labeled in accordance with the specifications provided by the Director; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor’s Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. Each cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot-stamping/labeling, but the specifications for Garbage Carts may be different than the specifications for Recycling Carts. Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Director’s approval.

29.5.2 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Director. Mechanical Containers shall have attached lids, unless the Director approves a different design for a particular use (e.g., open top Roll-Off Containers). Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container, upon the request of the Director or a Customer. Mechanical Containers used for Recycling shall be painted a different color than Mechanical Containers used to collect Garbage and Rubbish. In the alternative, Mechanical Containers used for Recycling shall have distinctive labelling, wraps, or other features to

readily identify their use for Recycling. The colors and labelling for such Mechanical Containers shall be subject to the approval of the Director, which shall not be unreasonably withheld.

29.5.3 Other Requirements – Upon the Director’s request, the Contractor shall provide the Director with the manufacturer’s specification sheets for new Recycling Carts, Garbage Carts, and Mechanical Containers before the Contractor orders the new Collection Containers from the manufacturer. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric Capacity
- Nestability
- Identification and Marking
- Manufacturer’s warranty

29.5.4 Minimum Warranty for Carts – Each Recycling Cart and Garbage Cart shall be protected by a manufacturer’s warranty with a minimum duration of ten (10) years. The warranty shall explicitly provide that the warranty is transferrable to and enforceable by the City, as well as the Contractor. A copy of the manufacturer’s warranty shall be provided to the Director before any carts are ordered by the Contractor. The Contractor also shall comply with the warranty requirements in Section 11 of Exhibit 7 (Specifications for Carts).

29.5.5 Additional Specifications for Carts – The Garbage Carts and Recycling Carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with all of the specifications and requirements set forth in Exhibit 7 (Specifications for Carts). The Director may waive any of the requirements in Exhibit 7, upon a showing of good cause.

29.6 DISPOSAL OF OLD CARTS AND CONTAINERS

The Contractor shall collect all of the Garbage Cans, Garbage Carts, Recycling Bins, Recycling Carts, and similar containers that the Contractor is replacing prior to the Commencement Date as provided in Section 29.1.3 or discarded by Residential Customers. The Contractor also shall collect any Garbage Carts that are discarded at Low Density Dwellings. The Contractor shall deliver such cans, bins, and carts to a Designated Facility for Recycling or disposal.

SECTION 30: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

30.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

30.1.1 In general, the Contractor shall use clean, safe, and well-maintained trucks when providing Collection Services pursuant to this Agreement. The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the approved Collection schedules and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. Smaller vehicles (e.g., "pup trucks") or specialty equipment shall be used in areas where narrow streets, unpaved roads, low hanging limbs or electrical wires, or other obstructions preclude the use of the Contractor's normal vehicles and equipment.

30.1.2 The Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.

30.1.3 All of the Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

30.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds 20 miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.

30.1.5 All Collection vehicles shall be painted a uniform color.

30.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the City.

30.1.7 Packer trucks may be used for the Collection of Source Separated Recyclable Materials, but the compartment used to collect glass bottles and containers shall not compress or compact the contents in that compartment to a level that exceeds forty (40) pounds per square inch.

30.2 DEDICATED FLEET FOR CITY

The Contractor shall maintain a dedicated fleet of vehicles for the City's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Service pursuant to this Agreement, unless the Contractor receives the Director's prior written approval for such activity.

30.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES

None of the Contractor's Collection vehicles (front-line or reserve) shall be more than three (3) years old when they are placed in service under this Agreement. None of the Collection vehicles used shall be more than ten (10) years old at any time during the term of this Agreement. The average age of the Contractor's fleet of Collection vehicles (front-line and reserve) shall not exceed eight (8) years at any time during the term of this Agreement. The age of a vehicle shall be calculated from the vehicle's model year. The Director may waive the age limits in this Section 30.3 if the Contractor demonstrates to the Director's reasonable satisfaction that a Collection vehicle is capable of providing safe and reliable service (e.g., the vehicle recently was refurbished or the vehicle has relatively little wear and tear).

30.4 GPS AND ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

30.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) an audible back-up warning device; and (f) a back-up camera. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from the Contractor's Collection vehicles.

30.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager. The proposed communications system is subject to approval by the Director.

30.4.3 All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Agreement. The vehicle locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs and records to the Director, upon request.

30.4.4 All of the vehicles used to collect Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials from Residential Customers at Curbside shall be equipped with a "third Eye" or comparable video recording system. The Contractor shall take photographs at each Curbside location on a Route when the Contractor collects Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Material from Residential Customers. The photographs shall be automatically date-stamped to show the time and date when they are recorded. All such photographs shall be retained by the Contractor for at least thirty (30) days.

30.5 RESERVE VEHICLES AND EQUIPMENT

30.5.1 The Contractor shall have a sufficient supply of reserve vehicles and equipment available to complete daily Collection Routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection Route(s) within the established hours of Collection.

30.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

30.6 MAINTENANCE AND CLEANING

30.6.1 The Contractor shall keep all Collection vehicles and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles used primarily for the Collection of Garbage shall be washed (if needed) and sanitized with a suitable disinfectant and deodorant at least once each month unless the Director approves an alternate cleaning schedule. Other Collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions. At the City's direction, graffiti on Mechanical Containers shall be painted over within the time specified by the City.

30.6.2 The Contractor's Collection Plan shall include a schedule for cleaning, painting and maintaining each Collection vehicle. At a minimum, the Contractor shall maintain each Collection vehicle in compliance with the manufacturer's recommendations. The Collection Plan also must describe how the Contractor will comply with the requirements in Section 30.6.3, below.

30.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

30.6.4 Upon the request of a Customer or the Director, the Contractor promptly shall provide a new or reconditioned Mechanical Container to replace a Mechanical Container used by the City or a Customer. To demonstrate compliance with this requirement, the Contractor shall paint by stencil or use other permanent means to mark the date (i.e., month and year) on each Mechanical Container when the Mechanical Container is placed into service. This date shall be marked on the front upper left corner of the Mechanical Container. Notwithstanding the foregoing, the Contractor is not required to provide a new Mechanical Container to a Customer more than one time during any term of this Agreement, unless the Director instructs the Contractor to do so.

30.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

30.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of the Contractor's Collection vehicles. A unique vehicle identification number shall be displayed in letters at least four (4) inches high, on all four (4) sides of each Collection vehicle, in locations that are readily visible at all times. The vehicle identification numbers shall be placed on the driver's side of the vehicle's front and rear bumpers, and they shall be placed on the front-half of the vehicle's sides, unless the Director approves an alternate location.

30.7.2 Each of the Contractor's Collection vehicles shall display signs or otherwise provide information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected by that vehicle. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least four (4) inches high. Upon the Director's request, the Contractor's vehicles also shall display information promoting the City's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Director and the Contractor, which approval shall not be unreasonably withheld.

30.7.3 The Contractor shall label each of its Mechanical Containers with the Contractor's name and telephone number, and the unique identification number for the Mechanical Container. The labels shall be comprised of letters and numbers that are at least four (4) inches high. The labels shall be placed

on at least two (2) sides of each Mechanical Container. At least one label must be readily visible when the Mechanical Container is placed at the Customer's site.

30.7.4 The first two digits of the identification number (serial number) used on a Mechanical Container shall indicate the capacity of the Mechanical Container. These numbers shall be followed by a single letter, which will indicate whether the container is used for the storage of compacted waste (signified by a "C") or uncompacted waste (signified by a "U"). For example, a Mechanical Container that holds two (2) cubic yards of uncompacted waste shall be labeled "02U." Similarly, a Mechanical Container that holds thirty (30) cubic yards of compacted waste shall be labeled "30C."

30.7.5 All Compactors owned or collected by the Contractor pursuant to this Agreement must be labeled in compliance with the requirements in Section 30.7.4, above. The label on a Compactor also must identify the owner of the Compactor. The Contractor shall not use or provide Collection Service to any Compactor that does not comply with the requirements in this Section 30.7.5.

30.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

30.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.

30.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes on all vehicles and equipment, as required under Applicable Laws.

30.8.3 All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinance.

30.9 CITY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

30.9.1 The Director may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections. The City has the right but not the obligation, to inspect each Collection vehicle, each day, prior to or during its use in the City.

30.9.2 The Director shall have the authority to require the Contractor to immediately remove from service any Collection vehicle or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Director also may require the Contractor to immediately clean, wash, paint, repair or otherwise maintain any Collection vehicle, Collection Container, or other equipment when the Director concludes that such action is necessary to comply with the standards established in this Agreement. If the Director requests such action, the Contractor shall comply with the Director's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed. Further, the Director may require the Contractor to promptly pressure spray and otherwise clean any location where one of the Contractor's Mechanical Containers has leaked fluids or spilled Solid Waste and thereby stained soils or pavement or created an odorous or nuisance condition.

30.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

On and after the Commencement Date, the Contractor shall provide a local storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. The storage yard, garage, and maintenance facility shall be located in the incorporated or unincorporated areas of Broward County. The Contractor shall not use City property to store, wash, repair, or maintain any vehicles or equipment.

SECTION 31: CONTRACTOR'S PERSONNEL

31.1 GENERAL REQUIREMENTS

The Contractor shall use competent, qualified personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.

31.2 DISTRICT MANAGER

The Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the City for all technical and administrative matters pertaining to this Agreement. The District Manager must have at least five (5) years of prior managerial experience providing for the Collection of Residential Waste in a community that has at least twenty thousand (20,000) single family Dwelling Units. The District Manager shall have the authority to make significant decisions relevant to the day-to-day operation of the Contractor's program under this Agreement. The District Manager shall have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the Director shall have immediate access to the District Manager by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

31.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall directly oversee the Collection Service provided under this Agreement. Each Field Supervisor must have at least five (5) years of prior experience supervising drivers and other employees that are responsible for collecting the Solid Waste in a community that has at least twenty thousand (20,000) single family Dwelling Units. One Field Supervisor shall be dedicated to the City's Commercial Customers. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during the term of this Agreement, the Director shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

31.4 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude at all times towards the public and the City's representatives. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. The Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the City or by the City. The Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

31.5 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with a large badge or other appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The badges and other identification furnished by the Contractor shall be subject to the Director's prior approval, which shall not be unreasonably withheld.

31.6 ATTIRE FOR EMPLOYEES

Employees and subcontractors of the Contractor shall wear proper attire at all times when working for the City under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear. The Contractor's employees shall wear reflective vests, back braces, goggles, and other safety equipment when required by Applicable Law.

31.7 REMOVAL OF EMPLOYEES

The Director reserves the right to disapprove and request removal of any of the Contractor's personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contractor's District Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the City harmless from and against legal actions by any employees so removed.

31.8 EMPLOYEE TRAINING AND LICENSES

31.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. For example, employees receiving paint, fluorescent light bulbs, Electronic Equipment, lithium, alkaline (except for vehicle batteries), and rechargeable batteries at the City's Transfer Station shall be trained to properly manage such materials. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

31.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

31.8.3 The Director may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

31.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

31.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the City's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person. The City shall have no obligation to pay or provide any salary or employment benefits to the Contractor's employees.

31.11 SUBCONTRACTORS AND TEMPORARY LABOR

To the extent practicable, the Contractor shall provide all of its Collection Services within the City by using permanent employees of the Contractor and its subcontractors. However, the Contractor shall be

allowed to use temporary labor to provide Collection Services if the Contractor concludes that the use of temporary labor is necessary or otherwise appropriate.

No subcontractors shall be used to provide Collection Services without the prior approval of the Director, which approval shall not be unreasonably withheld. A subcontractor that was identified in the Contractor's response to the City's RFP shall be deemed approved, without any further action by the Director.

31.12 COMPLIANCE WITH E-VERIFY SYSTEM

The Contractor and its subcontractors shall register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. Within five (5) Operating Days after receiving a written request from the Director, the Contractor shall provide proof of registration with the E-Verify System and an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with any unauthorized aliens.

SECTION 32: CONTRACTOR'S LOCAL OFFICE

32.1 The Contractor shall maintain a local customer service and dispatch office in Broward County. The Contractor's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. (noon) on Saturdays. The Contractor's office does not need to be open on Holidays.

32.2 The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the City or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's office on the Commencement Date and as long as necessary thereafter to ensure the Contractor's compliance with the requirements in this Section 32, as well as Sections 33.1.4 and 33.1.5, below.

32.3 The Contractor shall have a toll-free telephone number for calls from Customers in the City. The Contractor's telephone number shall be listed in the Contractor's webpage, the Contractor's invoices to Customers, and the notices provided pursuant to Sections 37.1, 37.2, 37.3, 37.4, and 37.5, below. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's office in the County or a central call center in Florida. The Contractor shall use an answering machine or answering service to receive and record messages when the office is closed, or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.

32.4 The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Director's approval. For the purposes of this Section 32.4, an "emergency" means an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.

32.5 At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to

all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish. All of the messages on the Contractor's answering machines must be provided in English and Spanish.

32.6 The Contractor's office shall be equipped with cellular telephones, computers, and other communication systems that can be used to promptly contact the Director, the Contractor's District Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles via telephone calls and electronic mail (e-mail).

32.7 The Contractor shall allow Customers to purchase and exchange Garbage Carts and Recycling Carts at the Contractor's local office, pursuant to Sections 29.1.3 and 29.4, above. The Contractor shall maintain an adequate supply of carts at the local office to provide for such purchases and exchanges. The Contractor's supply of carts shall include all of the sizes required under this Agreement (i.e., 35, 64, and 96 gallon carts).

SECTION 33: CUSTOMER RELATIONS

33.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS

33.1.1 The Contractor shall be responsible for receiving and responding to all complaints and requests for service from Customers. If the Contractor receives a complaint or request from a Customer or the City, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Sections 33.1.4 and 33.1.5, below, and the Contractor shall promptly initiate its response to the complaint.

33.1.2 The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If the Customer disputes the District Manager's determination, the Contractor shall notify the Director and the Director shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. In all such cases, the Contractor shall have the right to present photographs, GPS data, and any other relevant information to demonstrate that the complaint is unfounded and thus not legitimate. Legitimate Complaints include but are not limited to:

- Missed Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement; and
- Mishandling of Solid Waste, Recyclable Materials, or Collection Containers,

33.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before noon on an Operating Day, the Contractor shall remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on an Operating Day, or at any time on a Sunday or Holiday, the Contractor shall remedy the complaint before noon on the next Operating Day. The Contractor may request, and the Director shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem but is unable to do so within the time provided herein.

33.1.4 The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours

after the office reopens on the next Operating Day. The Contractor's system shall be designed to provide immediate notice to the Director when a complaint is entered into the Contractor's tracking system. The Contractor shall configure the system in a manner that allows the Director to (a) access the system and monitor the complaints from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The Director does not need the ability to enter or delete data in the electronic tracking system, but the Director shall be provided with the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the Director's approval. With the Director's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 36.2.6, below. The tracking system shall be fully operational no later than the deadline set forth in Section 5.2(i), above.

33.1.5 The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the Director and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the Director. The Contractor shall closely monitor such requests and shall provide initial responses no later than the next Operating Day after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the Director when a Customer submits a request to the Contractor. The Contractor's system also shall be configured to allow the Director to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than the deadlines set forth in Section 5.2(i), above, for Commercial Customers and Residential Customers, respectively.

33.1.6 The Contractor shall work with the City to establish links from the City's website to the Contractor's web-based systems for tracking complaints and requests for service.

33.1.7 The Contractor shall attempt to make its website and web-based systems easy to use for both English-speaking and Spanish-speaking Customers. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

33.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS

33.2.1 The Contractor shall promptly notify the Director whenever the Director needs to resolve a dispute between a Customer and the Contractor, including disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Director about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.

33.2.2 The Director shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Director shall notify the Contractor and the Customer in writing concerning the Director's decision about the disputed issues.

33.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Director's decision or, in the alternative, provide the Director with a written request for a hearing before the City Manager.

33.2.4 If a request is filed, the City Manager shall act upon such request within twenty (20) Operating Days. The City Manager shall provide the Customer and the Contractor with an opportunity to present their arguments and evidence concerning the relevant issues. The City Manager shall notify the Customer, the Contractor, and the Director in writing concerning the City Manager's decision. The City

Manager may: (a) confirm, in whole or in part, the Director's findings; (b) grant relief to the Customer or the Contractor; or (c) take whatever other action the City Manager deems necessary and appropriate. The City Manager's decision shall be final and is not subject to further appeal within the City.

SECTION 34: CONTRACTOR'S RELATIONSHIP WITH THE CITY

34.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The City shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Director.

34.2 DIRECTOR'S REVIEW OF CONTRACTOR'S PERFORMANCE

The Director is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the City. The Director shall have the authority to resolve contractual disputes between the City and the Contractor, including disputes involving less than Thirty Thousand Dollars (\$30,000), unless this Agreement provides otherwise (e.g., requires such matters to be resolved by the Commission). Notwithstanding the foregoing, the Director is not authorized to take any action that is prohibited under Applicable Law, the City Ordinances, or City policy. The Contractor shall diligently work with the Director to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Director's review of the Contractor's work.

34.3 CITY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS

The City shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully. The City is not obligated to provide advance notice of its inspections.

34.4 CITY'S RIGHT TO APPROVE

Whenever this Agreement authorizes the City or one of its representatives (e.g., Director) to approve a request by the Contractor, the City shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The City shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the City shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the City shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest. In all cases, the City must give its approval in writing before the Contractor undertakes any action in reliance thereon. In the absence of any written approval, it shall be conclusively presumed that the City did not approve the Contractor's request.

34.5 CITY'S RIGHT TO REQUIRE PERFORMANCE

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste in the Service Area. If the Director instructs the Contractor to collect Solid Waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Director's request, the City may collect such material using its own resources or by using a third party vendor. The City may deduct the cost of collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste. If the Contractor collects the Solid Waste pursuant to the request of the Director and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

SECTION 35: **CONTRACTS FOR COMMERCIAL COLLECTION SERVICE**

35.1 CONTRACT FOR COMMERCIAL COLLECTION SERVICE

The Contractor shall enter into a service contract with each New Commercial Customer before the Contractor provides Collection Service to that Customer. The Contractor also shall use its best efforts to enter into service contracts with all Commercial Customers before March 1, 2025.

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Director for approval on or before the deadline set forth in Section 5.2(f), above, and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service agreement shall not contain any requirements or fees that are not included in this Agreement. The Director shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The Contractor's service contract shall identify: (a) the service(s) that will be provided; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection Service; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided to the Customer; and (f) the total amount to be paid each month by the Customer. The service contract also shall contain the following disclosure statement, unless alternate language is approved by the Director:

REGULATION BY CORAL SPRINGS

This contract for the collection of Solid Waste is regulated by the City of Coral Springs. If you have questions that you cannot resolve with the Contractor regarding the terms and conditions in this contract, you may call the City at (954) 344-1165 for assistance.

COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS

You may purchase or rent a compactor and Mechanical Container (dumpster) from anyone, provided the Compactor and Mechanical Container are the type that can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a Compactor and Mechanical Container from the Contractor. In either case, the Compactor and attached Roll-Off Container must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor and Roll-Off Container.

SUPPLEMENTAL SERVICES

The Contractor will roll Mechanical Containers out of storage areas, open doors or gates to obtain access, or provide other supplemental services, upon request. These services also may be provided by the Customer. If the Contractor provides supplemental services, the Contractor may charge additional fees for such services. A copy of all rates for Supplemental Collection Services is attached to the Service Contract.

RATES FOR SERVICES

The City has approved standard rates for the collection of Solid Waste. Under this contract, you will pay the following Rates for the Contractor's services. You may call the City's Director of Public Works if you have questions about any of the Contractor's rates.

35.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. With regard to existing Commercial Customers (i.e., Customers already receiving Solid Waste service from the City's franchised hauler on the Commencement Date), the Contractor shall be deemed to have disclosed its Rates if the Contractor provided notice in compliance with Section 37 prior to the Commencement Date. This presumption shall expire six (6) months after the Commencement Date. Thereafter, if a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

35.3 INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER

On the Commencement Date, the Contractor shall begin to provide its Collection Services to each Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Waste within three (3) Operating Days after the Contractor receives a request for service from a New Customer that has signed a contract with the Contractor for such service.

35.4 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER

The Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the Director at least fifteen (15) calendar days before service is terminated to a Commercial Customer. After being notified, the City shall take whatever action it deems appropriate to enforce the Customer's compliance with the City's Ordinances.

If Commercial Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises. The Contractor may charge Interest on delinquent accounts with Commercial Customers and may charge a reasonable fee for the resumption of service, subject to Applicable Laws. Any fee for the resumption of service shall be subject to the Director's prior approval. The Contractor shall be solely responsible for collecting any overdue fees or charges from its Commercial Customers. The Contractor may utilize any lawful method to collect overdue fees or charges, provided the Contractor complies with Applicable Law.

35.5 REQUIREMENTS FOR MULTI-FAMILY COMPLEXES

All of the requirements in Sections 35.1 through 35.4, above, also shall apply to the Contractor when dealing with Customers that own or manage Multi-Family Complexes where Garbage and Rubbish are collected in Mechanical Containers. For the purposes of this Section 35, such Customers shall have the same rights, remedies, and obligations as Commercial Customers.

SECTION 36: RECORD KEEPING AND REPORTING

36.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

36.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that the Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up to date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location approved by the City, throughout the term of this Agreement. Following the expiration or termination of this Agreement, the Contractor shall retain all such records for at least seven (7) years, or, in the alternative, the Contractor shall provide digital copies of all such records to the City.

36.1.2 The Contractor shall prepare and maintain records, reports, and other information in compliance with the requirements in this Agreement and consistent with generally accepted management practices and principles. All of the Contractor's reports to the City shall be submitted in an electronic (digital) format that is compatible with the City's software (currently Microsoft). Hard copies also shall be provided, if requested by the Director, or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

36.1.3 The Contractor shall prepare and maintain the logs required in Sections 36.2, below. All of the Contractor's logs shall be maintained in an electronic database that is compatible with the City's software systems. The database shall be available for inspection by the City at any time during normal business hours. Upon request, the information in the logs shall be provided to the Director within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

36.2 SPECIFIC RECORD KEEPING REQUIREMENTS

36.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Supplemental Collection Services), if any, for which the Customer paid a fee directly to the Contractor. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the City pursuant to Section 8, above. The Contractor shall summarize the records in a log.

36.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area, including the materials collected for the City pursuant to Section 8, above. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The

records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.

36.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials collected in the Service Area, including the materials collected for the City pursuant to Section 8, above. The records shall identify the amounts of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

36.2.4 Vehicle Maintenance Log –The Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

36.2.5 Non-Collection Notice Log –The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer's street address; and the reason for issuing each Non-Collection Notice.

36.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.

36.2.7 Property Damage Log –The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

36.2.8 Cart Log – The Contractor shall maintain records and a log concerning all of the Garbage Carts and Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the location (street address) of the Residential Property occupied by each Customer that received a Garbage Cart or Recycling Cart; the Contractor's reason for providing the cart (e.g., replacing a stolen cart); the size of each cart that was provided; and whether the cart was new or refurbished. In addition, the Contractor's log shall identify the total number of Garbage Carts and the total number of Recycling Carts (both broken down by size) that the Contractor provided each Operating Month and each Operating Year. Further, the Contractor's log shall include the Contractor's records (e.g., purchase orders; invoices; proof of payment) concerning the amount that the Contractor paid each time the Contractor purchased Garbage Carts or Recycling Carts pursuant to this Agreement, and the records shall identify the price that the Contractor paid per cart (broken down by size and type) for each purchase.

36.2.9 End of Day Reports – The Contractor shall submit an "end of day" ("EOD") status report to the Director no later than 5:00 p.m. each Operating Day. The EOD report shall: (a) describe the status of each Route that was scheduled to be serviced on that Operating Day; and (b) identify each Route that may not be completed that day. In addition to the EOD report, the Contractor shall notify the Director in writing no later than 7:00 p.m. each Operating Day concerning all Routes that have not been finished. The

Contractor's notification shall include a map that shows the location of each Route that has not been completed. The Contractor's notification also shall include the Contractor's estimate concerning the date and time when the Route will be completed.

36.3 QUARTERLY REPORT

36.3.1 The Contractor shall submit a quarterly report to the Director no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15; July 15; October 15). The first quarterly report shall be submitted no later than January 15, 2025. The report shall be submitted electronically via e-mail. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to Designated Facilities; (c) the amount of Solid Waste and Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Legitimate Complaints; and (g) the total number of Garbage Carts and the total number of Recycling Carts (both broken down by size) that were provided to Customers by the Contractor.

36.3.2 The quarterly report shall include any information requested by the Director to enable the City to comply with Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.

36.3.3 The quarterly reports for the First Operating Year shall: (a) identify the quantities of paint, fluorescent light bulbs, Electronic Equipment, lithium, alkaline (except for vehicle batteries), and rechargeable batteries that were collected at the City's Transfer Station; (b) identify each location where these materials were taken for Recycling or disposal; and (c) identify the amount paid for the disposal of these materials.

36.3.4 Whenever the Contractor submits a quarterly report to the City, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify each month that: (a) all of the Residential Waste collected by the Contractor has been delivered to a Designated Facility; (b) the Contractor has accurately informed each Designated Facility whether to bill the City for each Load delivered by the Contractor; and (c) the Contractor's quarterly report accurately accounts for all deliveries to all Designated Facilities and all non-Designated Facilities.

36.4 ANNUAL REPORT

In addition to the other reporting requirements in this Agreement, the Contractor shall submit an annual report to the Director no later than forty-five (45) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 30.3 herein. The first annual report shall be submitted to the City no later than November 15, 2025.

36.5 ACCIDENT REPORTS

The Contractor shall notify the Director concerning all OSHA reportable events and serious accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under this Agreement. More specifically, the Contractor shall notify the Director if an accident or event: (a) results in personal injuries; (b) results in damages to public or private property that exceeds five hundred dollars (\$500); or (c) requires notification to OSHA or another regulatory agency under Applicable Laws. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Director within one (1) Operating Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Director within two (2) Operating Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

36.6 CITY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

The Contractor shall cooperate with the Director and provide every reasonable opportunity for the City to ascertain whether the duties of the Contractor are being performed properly. The Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Director or the Contractor deem relevant under the circumstances.

The City shall have the right to inspect, copy, and audit, at the City's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except documents that are exempt from disclosure under Florida law. The Contractor's records shall be made available for inspection in the City during normal business hours, within five (5) Operating Days after the City requests the records. The Contractor may provide electronic copies of the records, in lieu of hard copies.

36.7 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS

In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the City will become the property of the City and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws.

The Parties acknowledge and agree that the statements and provisions below are required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and the provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that the Contractor is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. The Contractor may contact the City's custodian of public records with questions regarding the application of the public records law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The City cannot provide advice to the Contractor regarding the Contractor's legal rights or obligations. The City shall provide the Contractor with written notice if the name or contact information for the public records custodian changes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NO. (954) 344-1074; E-MAIL: GELLIOTT@CORALSPRINGS.GOV; MAILING ADDRESS: 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065.

If the Contractor is providing services and is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

- (a) Keep and maintain public records required by the City to perform the services.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contractor's work under this Agreement, transfer at no cost to the City, all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 36.7 shall constitute a default under this Agreement and shall be grounds for termination of this Agreement.

SECTION 37: PUBLIC NOTICES AND EDUCATIONAL SERVICES

The Contractor shall provide the following notices and educational services to help inform the public about the City's Solid Waste management system. The Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information required pursuant to this Section 37. The design and content of the notices, educational materials, and promotional information shall be subject to the Director's prior approval. The Contractor shall be responsible for all expenses associated with designing, printing, publishing, and delivering the notices and otherwise providing the

educational services required herein. All of the notices posted on the Contractor's website pursuant to this Section 37 shall be in English and Spanish.

37.1 NOTICE FOR COMMENCEMENT OF SERVICE

At least thirty (30) calendar days before the Commencement Date, the Contractor shall deliver a letter or other direct notice to each Commercial Customer concerning the Contractor's Commercial Collection Services. The notice for Commercial Customers also shall be posted on the Contractor's website at least thirty (30) days before the Commencement Date.

At least ten (10) calendar days before the Commencement Date, the Contractor shall design, print, and deliver a notice to each Residential Customer concerning the Contractor's Collection Service and schedules. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice shall: (a) identify each of the Scheduled Collection Days for the Customer receiving the notice; (b) summarize the applicable Set Out requirements; (c) identify the telephone number and e-mail address that Customers can use to notify the Contractor about complaints and requests for service; and (d) include other educational and promotional information provided to the Contractor by the City. The notice for Residential Customers also shall be posted on the Contractor's website at least thirty (30) days before the Commencement Date.

37.2 ANNUAL NOTICE TO CUSTOMERS

The Contractor shall design, print, and mail or deliver an annual notice to all Customers within the Service Area. The notice shall include the same basic information provided for the commencement of service pursuant to Section 37.1, above, but shall be updated as necessary. The Contractor shall provide the annual notice in December of each Operating Year.

37.3 NOTICES FOR NEW CUSTOMERS

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same information that is contained in the annual notice pursuant to Section 37.2, above. The notice shall be provided no later than the date when the Contractor begins to provide Collection Service to the New Customer.

37.4 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Customer that will be affected by a permanent change in the Scheduled Collection Days. An electronic (digital) copy of the draft notice shall be submitted to the Director for review and approval at least thirty (30) days before the proposed change in the Scheduled Collection Days. The approved notice shall be delivered to affected Commercial Customers at least five (5) days before the Contractor changes its Scheduled Collection Days for those Customers. The approved notice shall be provided twice to all affected Residential Customers. Such Customers shall receive notice at least fourteen (14) days before the proposed change in service and they shall receive notice again approximately seven (7) days before the proposed change. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the permanent change occurs.

37.5 NOTICES FOR HOLIDAYS

The Contractor shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday.

SECTION 38: CONTRACTOR'S EMERGENCY SERVICES

38.1 COLLECTION OF GARBAGE AFTER A DISASTER

When severe weather (e.g., a hurricane or tropical storm) is approaching or a natural or manmade disaster is anticipated, the Contractor shall continue to provide Collection Service in compliance with this Agreement until: (a) the Director and the Contractor agree that Collection Services should be suspended due to unsafe operating conditions; (b) sustained winds exceed thirty (30) miles per hour, as determined by the local or national weather service; or (c) Collection Services must be suspended pursuant to Applicable Law. Following a hurricane, tornado, or other natural or human event that is declared a City, state, or federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers, once instructed to do so by the City. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Director. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, Yard Waste, and Source Separated Recyclable Materials on the Scheduled Collection Days as soon as possible after the disaster. Until the Contractor resumes normal Collection Service, the Contractor's work for the City shall be the Contractor's highest priority and it shall take priority over the Contractor's work for Commercial Customers and other members of the private sector. All of the vehicles and other equipment that the Contractor and its subcontractors (if any) have dedicated to serving the City during normal operations under this Agreement shall continue to be dedicated to the City following a disaster. When the Director is determining whether to suspend or resume the Contractor's Collection Service, the Director shall consult with the Contractor and carefully consider the safety of the Contractor's employees and equipment, in addition to the safety of the other members of the community.

38.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

If a hurricane, tropical storm, tornado, or other natural or human event is declared an emergency or a state or federal disaster, the Director may grant the Contractor a variance from the Contractor's regular Routes and schedules. Requests for a variance shall be submitted in writing to the Director. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised Routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Director on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal Routes and schedules.

38.3 COLLECTION OF DISASTER DEBRIS

This Agreement does not give the Contractor the right to collect Disaster Debris. The City will enter into a separate contract with the Contractor if the City wishes to utilize the Contractor's services for the Collection of Disaster Debris. Nothing herein shall require the City to utilize the services of Contractor or prevent the City from hiring another Person to collect Disaster Debris. Among other things, the City may utilize the City's Disaster Debris Contract in accordance with the City's emergency management plan, or the City may utilize City personnel and equipment, for the Collection of Disaster Debris.

If the Federal Emergency Management Agency declares that the City is a federal disaster area, the City shall be primarily responsible for the Collection of Disaster Debris in the Service Area, subject to the

conditions contained herein. The City shall make a good faith effort to collect and remove the Disaster Debris generated by the federally declared disaster, but the City shall have the sole authority to determine the extent of the clean-up that will be conducted by the City and its agents. When the City's tasks under this paragraph have been completed, as determined by the Director, the Director shall notify the Contractor to resume all of its normal Collection Services.

38.4 CONTRACTOR'S CONTINGENCY PLAN

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation disrupts the Contractor's normal operations (e.g., renders the Contractor's operation yard or equipment unusable; prevents the Contractor's drivers from reporting for work). The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Director in compliance with the schedule in Section 5.2(f). The Contingency Plan shall be updated annually and resubmitted to the Director (a) with the Contractor's annual report and (b) within ten (10) Operating Days after the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Director's approval.

38.5 CITY'S EMERGENCY MANAGEMENT MEETINGS

If requested by the Director, the Contractor shall attend the City's emergency management and disaster preparedness meetings and shall provide the City with any materials that may be useful to the City's efforts, including Collection schedules and Routes. The Director shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

SECTION 39: RATES FOR CONTRACTOR'S SERVICES

39.1 UNIFORM RATES FOR ALL COLLECTION SERVICES

The Rates in Exhibits 2, 3, and 4 are the maximum amounts that shall be charged for any Collection Services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the City after the Effective Date. The Contractor shall utilize the Rates in Exhibits 2, 3, and 4, and no others, when billing its Customers or the City.

The Rate for Residential Collection Service shall apply to each Customer that receives such service, regardless of the number of Garbage Carts or Recycling Carts that are used by the Customer.

39.2 RATES FOR SPECIFIC COLLECTION SERVICES

The Rates for Residential Collection Service are set forth in Exhibit 2. The Rates for Commercial Collection Services are set forth in Exhibit 3. The Rates for Supplemental Collection Services are set forth in Exhibit 4.

39.3 ANNUAL CPI ADJUSTMENT TO COLLECTION COMPONENT OF RATES

On October 1, 2025 and each October 1 thereafter during the term of this Agreement, the Rates shall be adjusted upward to reflect any changes in the cost of Collection during the previous year due to inflation. More specifically, the Rates in Exhibits 2, 3, and 4 shall be adjusted by an amount that is equal to one hundred percent (100%) of the percentage change in the Consumer Price Index ("CPI"), as defined in

Section 1.28, above, during the most recent twelve consecutive month period beginning on April 1 and ending on March 31, unless the amount of the adjustment is otherwise limited below. For example, with regard to the adjustment on October 1, 2025, the relevant period will be April 1, 2024 through March 31, 2025.

The percentage change in the CPI shall be determined by using the reports and values published by the U.S. Department of Labor. If the percentage change in the CPI is not available in the published reports, the percentage change in the CPI shall be calculated by using the following formula:

PC CPI = CPI 1 divided by CPI 2, minus 1.0, multiplied by 100

The formula also can be shown as:

$$\text{PC CPI} = \left[\frac{(\text{CPI 1})}{(\text{CPI 2})} - 1 \right] \times 100$$

Where:

- PC CPI is the percentage change in the CPI from one year to the next;
- CPI 1 is the average CPI index number for the most recent year from April to March (e.g., April 2024 to March 2025); and
- CPI 2 is the average CPI index number for the year before CPI 1 (e.g., April 2023 to March 2024).

The average CPI index number for any year shall be calculated by adding the CPI index numbers for each month during that year and then dividing the sum by 12.

Notwithstanding anything else contained herein, the CPI adjustment to the Rates in a single Operating Year shall not cause the Rates to increase by an amount that exceeds five percent (5%) of the Rate in the prior Operating Year. There shall be no “catch up” adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the five percent (5%) “cap” in a year when the CPI adjustment would exceed five percent (5%), but for the five percent (5%) limitation contained herein). Further, the CPI adjustment shall always be equal to or greater than zero (0). Therefore, the CPI adjustment shall never result in a reduction in the Rates.

If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

39.4 ADJUSTMENTS TO DISPOSAL COMPONENT OF COMMERCIAL RATES

The disposal component of the Rates for Commercial Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Facility. The Contractor shall provide the City and its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the Director. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Facility or the date when the Contractor gave advance notice of the Rate adjustment to its Customers and the City, whichever occurs later.

The City shall calculate the amount of the Rate adjustment by using the following formula:

$$DCc \times (TFn/TFc) = DCn$$

“DCc” is the current amount of the disposal component of the Rates (i.e., the disposal component before the Tipping Fee is increased).

“TFn” is the new Tipping Fee.

“TFc” is the current Tipping Fee.

“DCn” is the new disposal component of the Rates (i.e., the disposal component after the Tipping Fee is increased).

For example, if it is assumed hypothetically that (a) the current disposal component of the Rates is \$15, (b) the current Tipping Fee is \$42.00, and (c) the new Tipping Fee will be \$44.00, then the new disposal component of the Rates will be \$15.71, as shown by the following calculation:

$$\$15 \times (\$44/42) = \$15.71$$

39.5 RATE ADJUSTMENTS FOR CHANGES IN LAW

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the City to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the Director to fairly evaluate the proposed Rate increase. The Director may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the City Manager. The Contractor shall be given a reasonable opportunity to meet with the City Manager and explain the basis for its request.

The Director and the City Manager shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 34.4, above. Subject to the provisions of Section 34.4, the Contractor's request shall be approved if the request complies with the requirements in this Section 39.5 and the Agreement. The City Manager's decision to grant or deny the Contractor's request shall constitute final action by the City. The Contractor shall have no right to appeal the City Manager's decision to the Commission.

If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the City Manager. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

If a Rate adjustment is approved pursuant to this Section 39.5 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate on the Effective Date (adjusted by the CPI), the Commission may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor. The termination shall take effect on a date selected by the Commission.

39.6 EXTRAORDINARY RATE ADJUSTMENTS

39.6.1 Once each Operating Year, before April 1, the Contractor may petition the City Manager for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. The Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the Contractor has incurred an extraordinary increase in the Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate the Contractor's request. The City Manager may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the City Manager to evaluate the Contractor's petition.

39.6.2 The Contractor shall be given a reasonable opportunity to meet with the City Manager and explain the grounds for its petition. The City Manager shall approve or deny the Contractor's request in a timely manner after the City Manager receives all of the information requested from the Contractor. The City Manager may deny the Contractor's request for any reason or no reason, in his or her sole discretion, as the City Manager deems appropriate. The City Manager's decision shall be final and non-appealable.

39.6.3 If the Contractor's request is granted in whole or in part, the City Manager shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase to have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Director shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The City Manager may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted (adjusted by CPI), if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Rate increase.

39.7 RATES FOR DISASTER DEBRIS

If the Director wishes to have the Contractor collect Disaster Debris following a declared emergency or disaster by the federal, state, or city government, the City and the Contractor shall enter into a separate contract and the City shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the City and the Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

SECTION 40: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES

40.1 GENERAL BILLING AND PAYMENT PROVISIONS

Subject to the conditions and limitations contained herein, the City and the Customers shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the City and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless: (a) such payment is explicitly authorized in this Agreement and the fee is identified in Exhibits 2, 3, or 4; or (b) this Agreement explicitly provides that the fee shall be

negotiated between the Contractor and the Customer. The Rates for Collection Services in Exhibits 2, 3, and 4 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the City shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provided under this Agreement.

40.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTORS

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payments are explicitly authorized in this Agreement and the payments are less than or equal to the amounts authorized. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

40.3 PAYMENTS FROM CITY FOR RESIDENTIAL COLLECTION SERVICE

Subject to the conditions and exceptions contained herein, the City shall pay the Contractor for the Residential Collection Service that is provided by the Contractor in compliance with this Agreement. The City's payments to the Contractor for Residential Collection Service shall be made on a monthly basis, in arrears, for the Collection Service provided by the Contractor during the previous Operating Month.

On or before the tenth day of each Operating Month, the Contractor shall provide the City with an invoice for the Residential Collection Services that were provided by the Contractor in the Service Area during the prior Operating Month. The format and content of the Contractor's invoice shall be subject to the approval of the Director. The amount of the City's payments to the Contractor shall be calculated by:

- (a) multiplying the monthly Rate for Residential Collection Service times the number of Dwelling Units that were on the Residential Customer List on the first day of the Operating Month for which payment is being made; and
- (b) deducting any administrative charges, Franchise Fees, or other sums that are due and owed to the City from the Contractor.

The Contractor's invoice shall be accompanied by such documentation or data as the City may reasonably require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the City that: (a) the invoice accurately describes each service for which payment is requested; (b) the services identified in the invoice have been properly and timely performed in compliance with the requirements in this Agreement; (c) the expenses included in the invoice have been reasonably incurred in compliance with this Agreement; (d) all services described in the invoice were provided to the public for the purposes set forth herein; (e) all obligations of the Contractor covered by prior invoices have been paid in full; (f) the amount requested by the Contractor is currently due and owing; and (g) the Contractor is not aware of any reason why the amount set forth in the invoice should not be paid by the City. Submission of the Contractor's invoice for payment shall further constitute the Contractor's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Contractor to others, including its consultants and subcontractors, incurred in connection with the work described in the invoice, will be paid in full. The Contractor shall submit its invoices to the City at the following address:

City of Coral Springs
ATTN: Finance Department
9500 West Sample Road
Coral Springs, FL 33065

If the City identifies any errors or omissions in the Contractor's invoice, the City will request the Contractor to prepare and submit a revised invoice. The Contractor's request for payment will not be approved until the City receives a correct invoice. The City also has the right to contest the amounts requested in the Contractor's invoice, but the City shall pay all undisputed amounts in compliance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes). Before the City pays the Contractor's invoice, the City may deduct any amount that the Contractor owes to the City, including administrative charges imposed pursuant to Section 45, below.

The City's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Commission. The Contractor acknowledges and agrees that this Agreement is not a commitment of future appropriations by the City.

40.4 CITY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO CITY FACILITIES

The Contractor shall not bill the City, and the City shall not pay the Contractor, for the services provided to the City pursuant to Section 8 of this Agreement, except as expressly provided in Section 8.4, above. The Contractor's invoice for services provided pursuant to Section 8.4 shall identify the specific services that were provided and the applicable Rate for each service. The invoice for such services shall be submitted with the Contractor's invoice for the Residential Collection Services that were provided in the same Operating Month. The invoice shall be reviewed and paid subject to the requirements and limitations set forth in Section 40.3, above.

40.5 CITY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

If the City pays the Contractor in error for any reason, the Contractor shall promptly notify the Director to rectify the mistake. The City shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the City shall not be obligated to make any adjustments to correct for underpayments that occurred more than six (6) months before the City received the Contractor's notice of the error. The Parties agree that this limitation on the Contractor's remedies is reasonable and necessary to prevent untimely claims.

40.6 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM CITY

The City shall have no obligation to pay the Contractor for any of the Collection Services provided by the Contractor to its Customers, except as provided in Sections 40.3 and 40.4, above. The Contractor shall have no right to any revenues or funds obtained by the City from any other sources, including funds distributed to the City by the Florida Department of Environmental Protection or any other Person.

40.7 PAYMENT FOR COMMERCIAL COLLECTION SERVICES

The Contractor shall be solely responsible for billing Commercial Customers and collecting all Rates, fees, and other charges from its Customers for the Commercial Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of Solid Waste collected by the Contractor when providing its Commercial Collection Services. The Contractor shall bill its Commercial Customers in arrears for the Commercial Collection Services the Contractor provides.

40.8 PAYMENTS FOR GARBAGE CARTS AND RECYCLING CARTS

Subject to the requirements herein, including Section 29.1.3, the City shall pay the Contractor for the new Garbage Carts and new Recycling Carts that the Contractor delivers to Residential Customers in compliance with this Agreement. The Contractor shall prepare and submit monthly invoices for such carts. Each invoice shall identify the size and type of each cart that the Contractor provided to Residential Customers during the prior Operating Month. The Contractor's invoice for providing new carts in an Operating Month shall be submitted to the City with the Contractor's invoice for the Residential Collection Services that the Contractor provided during the same Operating Month. The invoices for new carts shall be reviewed and processed in the manner described in Section 40.3, above. The City's payment to the Contractor for a new cart shall be equal to the price that the Contractor paid to purchase the new cart from the manufacturer, plus an administrative fee equal to ten percent (10%) of the cart's purchase price. Upon the City's request, the Contractor shall provide the City with the records and log required pursuant to Section 36.2.8, above, and any documentation needed to verify the actual purchase price of each cart provided to a Residential Customer pursuant to this Agreement. Notwithstanding anything else contained herein, the City shall have no obligation to pay the Contractor pursuant to Section 40.8 for providing used or refurbished carts to Residential Customers.

The Contractor shall charge a reasonable fee to each Residential Customer that wishes to purchase a new Recycling Cart or new Garbage Cart (e.g., a Customer that wishes to use multiple Garbage Carts or multiple Recycling Carts). The Contractor's fee for purchasing and assembling a new Garbage Cart or new Recycling Cart for a Residential Customer shall not exceed the actual purchase price of the cart, plus an administrative fee of ten percent (10%). The Contractor may charge an additional fee if the Customer requests the Contractor to deliver the Garbage Cart or Recycling Cart to the Customer's Premises, but the delivery fee shall not exceed Twenty-Five Dollars (\$25.00) per delivery. The Contractor shall be solely responsible for billing and collecting the fees for selling and delivering Garbage Carts and Recycling Carts pursuant to this paragraph.

Except for the fees authorized in this Section 40.8 and the fees authorized in Section 29.4 for delivering carts, the Contractor shall not charge or collect any separate fee for purchasing, assembling, or delivering Garbage Carts or Recycling Carts to any Residential Customer.

Notwithstanding anything else contained herein, the City shall have no obligation to pay the Contractor for a Garbage Cart or Recycling Cart provided to a Residential Customer in any situation where the Director concludes that: (a) the Contractor failed to use reasonable efforts to repair the Residential Customer's cart before the Contractor replaced it with a new cart; or (b) the Contractor should have charged the Residential Customer for the cost of the cart pursuant to the requirements in this Section 40.8, but failed to do so; or (c) the Residential Customer's Cart was damaged by the Contractor .

40.9 PAYMENT FOR SUPPLEMENTAL COLLECTION SERVICES

A Customer that receives Supplemental Collection Services shall pay the Rates for Supplemental Collection Services in addition to the Rates for the routine Collection Service received by that Customer. The Contractor shall be solely responsible for billing its Customers and collecting the applicable Rates for any Supplemental Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of Solid Waste or other materials collected by the Contractor when providing Supplemental Collection Services.

As noted in Section 7.10, above, the Collection of waste materials from a Commercial Customer's Overflowing Mechanical Container is a Supplemental Collection Service. The Contractor may charge an

additional fee of One Hundred Fifty Dollars (\$150) each time the Contractor collects a Mechanical Container (e.g., Compactor box) that is Overflowing. In all such cases, the Contractor's invoice to the Commercial Customer shall include time and date-stamped photographs of the Overflowing Mechanical Container.

In cases where there are no established Rates in this Agreement for a Supplemental Collection Service requested by a Customer, the Contractor and the Customer shall negotiate a mutually acceptable Rate for the Contractor's services. With regard to Supplemental Collection Services provided to Residential Customers, the negotiated Rate shall not exceed the Rate in Exhibit 3 for Commercial Customers receiving a comparable type or level of service. In the event that the Contractor and a Commercial Customer are unable to agree about the Rate, the Director shall determine the amount of the Rate. The Contractor shall not be entitled to any compensation for a Supplemental Collection Service unless the Customer agreed in writing to pay the applicable Rate before the Contractor provided its service.

SECTION 41: PAYMENTS TO THE CITY

41.1 FRANCHISE FEES

The Contractor shall pay Franchise Fees to the City in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, as summarized in Section 1.49, above.

The Franchise Fee for Residential Collection Services shall be established by the Commission. Since the City collects a non-ad valorem special assessment to pay the Contractor for Residential Collection Services, the City will deduct the Franchise Fee for Residential Collection Services from the revenues the City derives from its special assessment before the City uses the special assessment revenues to pay the Contractor for its Residential Collection Services. The Parties agree this procedure is more efficient than requiring the City to pay the Contractor for its Residential Collection Services and then requiring the Contractor to pay the City for the Franchise Fee.

The Franchise Fee for Commercial Collection Services shall be based on a flat fee (e.g. a fixed amount per cubic yard), which shall be established by the Commission each September and then paid by the Contractor each operating month during the following operating year.

The Franchise Fee for Commercial Collection Service shall be delivered to the City within twenty (20) calendar days after the end of the Operating Month for which payment is being made. Accordingly, in the First Operating Year under this Agreement, the Contractor's first payment of the Franchise Fee for Commercial Collection Service shall be based on the Contractor's Commercial Collection Services in October 2024, and the Contractor's first payment of Franchise Fees shall be delivered to the City by November 20, 2024.

Each of the Contractor's payments of Franchise Fees for Commercial Collection Services shall be accompanied by a standard form and other documentation that summarizes the Contractor's Commercial Collection Service during the month and shows how the amount of the payment was calculated. The format and content of the standard form shall be subject to the Director's approval. Upon the Director's request, the Contractor also shall provide the Director with a detailed report that supplements and confirms the accuracy of the information in the standard form. The supplemental report shall include the name of each Commercial Customer, the service address of each Commercial Customer, the account number of each Commercial Customer, the exact services rendered to the Commercial Customer (including the size of each Collection Container used by the Customer and the frequency of Collection Service for each container), and the amounts billed to each Commercial Customer. The report shall be

submitted with an Excel spreadsheet or in another format that is compatible with the City's computer software programs.

The Commission shall have the right to change, at any time, the nature and amount of the Franchise Fees for Residential Collection Services and Commercial Collection Services. If the Commission exercises this right, the Commission also shall determine whether, and the extent to which, a corresponding change should be made in any of the Rates that include the Franchise Fee. It is intended that the Franchise Fee will be set by the Commission and then passed through to the Customers.

At any time, the City may use its own staff or an independent, third-party accountant to conduct an audit of the Contractor's records concerning the Franchise Fees paid to the City. The cost of the audit will be paid by the City unless the audit reveals that the Contractor's payments of Franchise Fees during an Operating Month or Operating Year were less than ninety-nine percent (99.0%) of the Franchise Fees owed to the City. If the Contractor's payments failed to reach this threshold, the Contractor shall pay for the audit.

41.2 HOUSEHOLD HAZARDOUS WASTE ANNUAL PROGRAM CONTRIBUTION

Contractor shall make a payment to the City as a contribution to the City's Household Hazardous Waste Program in an amount calculated per Section 8.4 herein.

41.3 OTHER PAYMENTS

The City shall submit invoices to the Contractor for any fee or charge that is due and owed to the City from the Contractor, except for the payments otherwise addressed in this Section 41. The Contractor shall pay the City's invoice within thirty (30) calendar days after receipt.

SECTION 42: RECYCLING REVENUES FOR CITY

The City shall receive all of the revenues derived from the sale of the Source Separated Recyclable Materials that are collected by the Contractor from single-family Dwelling Units, Low Density Dwellings, the City's Transfer Station, and the City's properties. If the Contractor sells any such materials, the Contractor shall submit the sales proceeds to the City within thirty (30) days. The Contractor may keep any revenues derived from the sale of Source Separated Recyclable Materials and Recovered Materials that the Contractor collects from Commercial Customers.

SECTION 43: PAYMENT OF TIPPING FEES

43.1 Subject to the conditions and limitations contained herein, the City shall pay the Tipping Fees for the disposal of the Garbage, Rubbish, Yard Waste, and Bulky Waste that is collected by the Contractor from Residential Property on the Customer List and then delivered to a Designated Facility. The City also shall pay the Tipping Fees for the processing of Source Separated Recyclable Material, and the disposal of Contaminated Recyclable Material, that is delivered to a Designated Facility. The City shall pay the applicable Tipping Fees directly to the owner or operator of each Designated Facility.

The City also shall pay the Tipping Fees for the Recycling or disposal of the Yard Trash, Bulk Waste, paint, fluorescent light bulbs, Electronic Equipment, lithium, alkaline (except for vehicle batteries), and rechargeable batteries collected at the Transfer Station pursuant to Section 8.4 and the Solid Waste collected during Community Events pursuant to Section 8.2. The City shall be responsible for paying all

of the processing and disposal costs for these materials and the City shall pay such costs directly to the disposal facilities.

43.2 Except as otherwise set forth set forth in Section 43.1, above, the Contractor shall be solely responsible for the payment of all Tipping Fees, processing fees, costs, and other charges associated with the Recycling or disposal of any Solid Waste or Recyclable Material collected by the Contractor. Among other things, the Contractor shall pay the Tipping Fees and disposal costs for any Solid Waste that is: (a) collected from a Commercial Customer; (b) collected outside of the Service Area; (c) not Residential Waste; (d) collected pursuant to a Supplemental Collection Service; or (e) not collected pursuant to this Agreement.

43.3 When the Contractor delivers any Solid Waste to a Designated Facility, the Contractor shall tell the scale house operator whether the Tipping Fees shall be paid by the Contractor or the City. The Contractor shall use its best efforts to ensure that the scale house operator is properly informed so that the Disposal Facility will charge the City for Tipping Fees only when such charges are appropriate. Among other things, the Contractor shall not tell the scale house operator to charge the City for the disposal of any Solid Waste (a) that was generated outside of the Service Area; (b) that was generated by a Person who is not a Residential Customer; or (c) when the Contractor is obligated by this Agreement to pay the Tipping Fees.

SECTION 44: VERIFICATION OF PAYMENT AMOUNTS

The City's acceptance of any payment from the Contractor, or the City's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release or satisfaction of any claim the City may have for additional sums payable from the Contractor.

SECTION 45: ADMINISTRATIVE CHARGES

45.1 BASIS FOR ADMINISTRATIVE CHARGES

The City and the Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due to those failures or circumstances described in this Section 45 for which the Contractor would otherwise be liable. Accordingly, the Contractor and the City have established the terms and amounts for the administrative charges set forth herein, and the Parties agree that the administrative charges are reasonable under the circumstances. The Contractor and the City also have consulted with their legal counsel and confirmed that these administrative charges are appropriate and will help the Parties accomplish their mutual goal of providing certainty about such matters. Therefore, the following administrative assessments shall constitute administrative charges, not penalties, for the Contractor's breach of this Agreement.

45.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES

45.2.1 The Director shall conduct a preliminary evaluation of the relevant facts before the Director decides whether administrative charges should be assessed against the Contractor. At a minimum, the Director shall provide written notice to the Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Operating Days after the date of the notice. In all cases, the Contractor shall have the right to present photographs, GPS data, and other relevant information to the Director and thus demonstrate that administrative charges should not be imposed. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the

Director shall determine whether administrative charges should be assessed. The City shall not assess, and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Director; or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor. The City, in its sole discretion, may waive one or more administrative charges that would otherwise be payable by the Contractor.

45.2.2 Prior to assessing administrative charges, the Director shall provide written notice to the Contractor, indicating the City's intent to assess administrative charges and the basis for the City's position. The Director's notice shall be provided to the Contractor within sixty (60) days after the incident that is the subject of the proposed administrative charges.

45.2.3 After receiving the Director's letter, the Contractor shall have ten (10) Operating Days to file a written letter of protest with the Director.

45.2.4 If a protest is timely filed, the matter shall be referred to the City Manager for resolution. The City Manager shall review the issues in a timely manner and then provide a written decision to the Contractor. The City Manager's decision shall be final and non-appealable, except as provided in Section 45.2.6.

45.2.5 If a protest or petition is not timely filed by the Contractor, or if the City Manager concludes that administrative charges should be assessed, the Contractor shall deliver its payment of administrative charges to the Director within twenty (20) days of receiving the written decision of the Director or City Manager, as applicable. If the Contractor fails to pay an administrative charge when due, the City may deduct the administrative charge from the City's monthly payments to the Contractor.

45.2.6 The procedures in this Section 45 shall be used in lieu of the procedures in Section 50 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Twenty Thousand Dollars (\$20,000). If the administrative charges will exceed this threshold, the Contractor may use the procedures in Section 50, at the Contractor's option, to resolve any dispute concerning the administrative charges for that month.

45.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE

The Director shall impose administrative charges for the Contractor's actions during the Transition Period in the amounts set forth in Sections 45.3.1 through 45.3.4, below:

45.3.1 Failure to provide purchase orders or other documentation to the City by the deadline in Section 5.2(d), confirming that all necessary Collection vehicles and Collection Containers have been ordered and are scheduled to be delivered to the Contractor's local equipment yard no later than the deadline shown in Section 5.2(d). For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.

45.3.2 Failure to mail or deliver the City-approved brochures and informational materials to all Customers in compliance with the schedules in Section 37.1. For each calendar day of delay, Twenty-Five Dollars (\$25) shall be assessed against the Contractor for each Customer that did not receive the appropriate materials in compliance with the schedules herein, but the maximum assessment shall not exceed Three Thousand Dollars (\$3,000) per day.

45.3.3 Failure to have all of the necessary Collection vehicles delivered to the Contractor's local equipment yard and ready for service (e.g., registered, licensed, and tagged) by the deadline in Section

5.2(j). For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.

45.3.4 Failure to timely file any report, plan, or other document (collectively, "Document") required pursuant to Section 5.2 shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day that such Document is late. A separate assessment shall be imposed for each Document that is late. For the purposes of this Section 45.3.4 only, a Document shall be deemed late if: (a) the Director gives written notice to the Contractor that the Document was not filed in compliance with the schedule in Section 5.2; and (b) the Contractor fails to submit the Document within five (5) Operating Days after the Director provides notice.

45.4 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT

On the Commencement Date and throughout the remainder of the term of the Agreement, the Director shall assess administrative charges as follows:

45.4.1 Failure to clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving written notification (e.g., via e-mail) by the Director or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.

45.4.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Source Separated Recyclable Material that was properly Set Out for Collection by a Residential Customer on the Scheduled Collection Day, by the end of the next Operating Day after the Contractor received written notification by the City or Customer. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment per Operating Day.

45.4.3 Failure to complete a Route on the Scheduled Collection Day. A Route shall be considered incomplete if ten (10) or more Dwelling Units on the Route do not receive Collection Service on the Scheduled Collection Day. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per Route, per Operating Day. This assessment shall be used in lieu of Section 45.4.2 in cases involving incomplete Routes.

45.4.4 Mixing Source Separated Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence. This assessment shall only be imposed in cases where the Contractor mixed such materials together. An assessment shall not be imposed in cases where the Contractor merely collected materials that already had been mixed together by a Customer.

45.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving written notification from the Director, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per incident per Operating Day.

45.4.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, after receiving written notification from the Director or a Customer, shall result in a Fifty Dollar (\$50) assessment per incident per Operating Day.

45.4.7 Failure to resolve a Legitimate Complaint, other than a complaint concerning a Missed Collection, within seven (7) Operating Days after receiving written notification from a Customer or the Director, shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per Operating Day for each occurrence until such complaint is resolved to the satisfaction of the Director. The deadline

for resolving any complaint shall be extended when such extension is authorized by other provisions of this Agreement. The assessment shall not apply until the eighth Operating Day after receiving the written notification.

45.4.8 Failure to timely file any report, plan, or other document (collectively, "Document") required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that each report, plan, or document is late. A separate assessment shall be imposed for each Document that is late. For the purposes of this Section 45.4.8 only, a Document shall be deemed late if: (a) the Director gives written notice to the Contractor that the Document was not filed in compliance with the schedule in this Agreement; and (b) the Contractor fails to submit the Document within five (5) Operating Days after the Director provides notice.

45.4.9 Failure to dispose of any Residential Waste collected in the Service Area at a Designated Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) of material disposed at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.

45.4.10 Failure to deliver Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 21.3, or delivering Source Separated Recyclable Materials to a facility for disposal, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.

45.4.11 Failure to properly and legibly label a Collection Container or Collection vehicle in the manner required herein, within five (5) Operating Days after receiving written notice from the Director, shall result in the imposition of a One Hundred Dollar (\$100) assessment for each container or vehicle that is not properly labeled.

45.4.12 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.

45.4.13 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence per Operating Day.

45.4.14 Failure to deliver a Collection Container, or failure to repair or replace a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, after receiving written notice from the Director or a Customer, shall result in a One Hundred Dollar (\$100) assessment per occurrence.

45.4.15 If the Contractor notifies the Director that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.

45.4.16 Collecting Solid Waste or Source Separated Recyclable Material at times that are outside of the hours authorized in this Agreement, without prior written approval of the Director, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.

45.4.17 Leaving Collection Containers where they block driveways, alleys, streets, or roads shall result in the imposition of a Fifty Dollar (\$50) assessment per incident per Operating Day.

45.4.18 Failure to provide timely notices and educational materials to a Customer, as required pursuant to Section 37, shall result in an assessment in the amount of Twenty-Five Dollars (\$25) per

Customer per occurrence, but the maximum assessment shall not exceed One Thousand Dollars (\$1,000) per occurrence.

45.4.19 Failure to clean up spilled liquids, including leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 22.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence.

45.4.20 Failure to repair damage to public or private property within the deadlines set forth in this Agreement, after receiving written notice from the Customer or the Director, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.

45.4.21 Failure to respond to the Director by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of Fifty Dollars (\$50) per day per occurrence. For the purposes of this Section 45.4.21, a response from the District Manager's designee (e.g., a supervisor) shall be sufficient.

45.4.22 Failure to comply with the deadlines and requirements in Section 51 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per Operating Day per failure.

45.4.23 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement. If the amount of Solid Waste is known, the Contractor shall reimburse the City for any amount that was improperly charged to the City. If the amount of Solid Waste is unknown, each failure shall result in an assessment of One Thousand Dollars (\$1,000).

45.4.24 Failure to adhere to the approved Routes in the Collection Plan, without receiving the Director's prior approval for the deviation. Each failure shall result in an assessment of One Hundred Dollars (\$100) per occurrence.

45.4.25 Failure to cover or enclose Solid Waste or Source Separated Recyclable Materials in the Contractor's Collection vehicles, in the manner required herein, shall result in an assessment of One Hundred Fifty Dollars (\$150) per occurrence.

45.4.26 Willful, negligent, or fraudulent failure to provide accurate information to the City concerning the Contractor's Commercial Collection Services shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence.

45.4.27 Failure to place a Non-Collection Notice on any material that is Set Out for Collection, but not collected, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.

45.4.28 Failure to collect Garbage and Rubbish that was properly Set Out for Collection in a Mechanical Container (e.g., at a Multi-Family Complex or other Commercial Customer's property) on the Scheduled Collection Day. Each failure shall result in the imposition of a One Hundred and Fifty Dollar (\$150) assessment per Operating Day until Collection Service is provided.

Solely for the purposes of this Section 45, the following provisions shall apply: (a) written notice includes electronic mail that is sent to the Contractor's District Manager; and (b) written notice must be provided under Sections 45.3 and 45.4 only in those cases where it is expressly required herein.

SECTION 46: PAYMENTS WITHHELD FROM CONTRACTOR

In addition to the remedies provided elsewhere in this Agreement, the City may withhold part or all of any payment otherwise due the Contractor from the City if the City Manager concludes that the Contractor's actions or inactions have resulted in the following:

- (a) The Contractor's failure to carry out lawful instructions or orders from the Director, when required by this Agreement;
- (b) Failure of the Contractor to make payments to a subcontractor, which results in a claim against the City;
- (c) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the City or OSHA;
- (d) Failure of the Contractor to provide Routes, schedules, data, documents or reports in compliance with this Agreement, within five (5) Operating Days after receiving written notice from the City in compliance with Section 75, below;
- (e) Failure to pay an administrative assessment when due; or
- (f) Failure of the Contractor to provide the service(s) for which payment is being requested.

Under this Section 46, the City shall not withhold more than a total of Fifty Thousand Dollars (\$50,000) from any single payment to the Contractor. If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the City shall not be liable to the Contractor for Interest on any delayed payment. The City Manager shall not exercise the City's right to withhold payments under this Section 46 unless the City Manager concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein.

SECTION 47: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS

47.1 If the City or the Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Contractor to correct the adverse effect of such event of Force Majeure.

47.2 Although a failure of performance shall be excused when caused by an event of Force Majeure, the City and the Customers shall only be required to pay for the services they receive. The Contractor shall not be paid for services that were not provided due to an event of Force Majeure or other reasons. For example, the City shall not be obligated to pay for a Residential Collection Service (e.g., Collection of Yard Waste) if that service is not provided by the Contractor as a result of an event of Force Majeure. The City shall not be liable for any loss suffered by the Contractor as a result of an event of Force Majeure.

47.3 Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.

47.4 To be entitled to the benefit of this Section 47, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 47, time is of the essence.

SECTION 48: BREACH AND TERMINATION OF AGREEMENT

48.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by the Contractor shall include the following:

- 48.1.1 Refusing to comply with any lawful and material order of the City Manager.
- 48.1.2 Failing to begin work within the time specified in this Agreement.
- 48.1.3 Failing to properly and timely perform work in compliance with this Agreement, as determined by the City Manager.
- 48.1.4 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable or otherwise nonconforming or defective.
- 48.1.5 Discontinuing operations without prior authorization from the Director.
- 48.1.6 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 48.1.7 Failing to obey any Applicable Law.
- 48.1.8 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.
- 48.1.9 Failing to deliver Residential Waste, Commercial Waste, or Source Separated Recyclable Materials collected in the Service Area to a Designated Facility.
- 48.1.10 Failing to pay or circumventing the payment of any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
- 48.1.11 Failing to comply with the procedures in the Contractor's Collection Plan.
- 48.1.12 Willfully taking actions that result in the City being charged Tipping Fees that the Contractor is obligated to pay.
- 48.1.13 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 48.1.14 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.

48.1.15 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 55.

48.1.16 A Parent Corporation Guaranty provided pursuant to Section 56 is revoked.

48.1.17 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section 48.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party shall submit a written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the City Manager in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 48.1.18, 48.1.19, 48.1.20, and 48.1.21, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

48.1.18 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

48.1.19 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

48.1.20 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

48.1.21 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, or willful misfeasance toward the City.

48.2 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to twelve (12) additional calendar months if requested to do so by the City. The Contractor shall be paid for its services during the interim period at the Rates in effect prior to the issuance of the notice of termination, subject to CPI and other applicable adjustments.

Notwithstanding anything else contained herein, the City may hire an alternate Person to provide some or all of the Collection Services required under this Agreement if the Contractor fails to provide such Collection Service(s) for a period of three (3) consecutive Operating Days. The City's interim service provider shall continue to provide the necessary Collection Service(s) until the Contractor demonstrates to the City's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance in compliance with this Agreement within thirty (30) calendar days, the City may terminate this Agreement, effective as of the date designated by the City. The Contractor shall reimburse the City for any and all reasonable costs incurred by the City related to or arising from the use of an alternate Person to provide one more of the Collection Services required under this Agreement.

48.3 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 48, neither the City nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the City, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the City all reports concerning the Contractor's activities through the end of the month in which termination occurs; and (d) at a minimum, the provisions of Sections 36.1, 36.6 and 53 shall survive the expiration or termination of this Agreement.

SECTION 49: OPERATIONS DURING DISPUTE

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

SECTION 50: DISPUTE RESOLUTION PROCESS

50.1 The City and the Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.

50.2 All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including claims for payment and claims for breach of this

Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The Parties will take all reasonable measures necessary to effectuate such tolling.

50.3 Either Party may initiate the mediation process by delivering written notice to the other Party that sets forth with particularity the nature of the Party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and the City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in accordance with the Florida Supreme Court's mediation rules and Chapter 44, Florida Statutes, within sixty (60) days after the selection of a certified civil mediator who is mutually acceptable to the Parties. After consultation with the Parties and their counsel, the mediator shall fix a reasonable time and place in the City of Coral Springs for the mediation conference. The mediation conference shall be scheduled for no less than one full working day. Each Party and their primary counsel shall attend the mediation conference. If either a Party or its primary legal counsel fails to attend the mediation conference, that Party shall be liable for the other Party's reasonable cost of attending the mediation conference, including the mediator's fee and the other Party's attorney fees and costs. Except as provided in the preceding sentence, the Parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. The Parties recognize that any proposed settlement of their dispute may need to be approved by the Commission. If the Parties reach a mutually acceptable settlement of the dispute during the mediation, and the settlement is approved by the appropriate representatives of the Parties, the Parties shall memorialize the settlement in a written settlement agreement that will be binding on both of them. Neither Party shall terminate the mediation unless each of them has participated (or been afforded an opportunity to participate) in the mediation and is unable to agree on a settlement. Mediation discussions between Parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either Party to the dispute may elect to resolve the dispute by initiating litigation, after providing ten (10) days' advance written notice to the other Party.

50.4 Notwithstanding the foregoing, if either Party terminates this Agreement for cause, the terminating Party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause and may include other claims and disputes unrelated to the termination and shall not be required to submit such claims or disputes to the mediation.

50.5 The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.

50.6 AFTER CONSULTING WITH THEIR OWN LEGAL COUNSEL, THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.

IF A PARTY REQUESTS A JURY TRIAL IN ANY CASE IN WHICH THE RIGHT TO A JURY TRIAL HAS BEEN WAIVED PURSUANT TO THIS SECTION 50.6, THAT PARTY SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY THE OTHER PARTY IN OPPOSING THE REQUEST FOR A JURY TRIAL, PROVIDED: (A) THE PARTY OPPOSING THE REQUEST NOTIFIED THE OTHER PARTY IN WRITING THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 50.6; (B) THE PARTY

REQUESTING THE JURY TRIAL FAILED TO WITHDRAW ITS REQUEST WITHIN THIRTY (30) DAYS AFTER RECEIVING SUCH NOTICE; AND (C) THE COURT RULED THAT THE REQUEST FOR A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 50.6. IN SUCH CASES, THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY OPPOSING THE JURY TRIAL.

SECTION 51: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT

51.1 CONTINUATION OF CONTRACTOR'S SERVICE

Prior to the expiration of this Agreement, the City will attempt to award a new franchise agreement to the Contractor or another Person in a timely manner and thus help ensure that there is a smooth transition in services when this Agreement expires. If the City concludes that it will be unable to award or implement a new agreement in a timely manner, the City may extend this Agreement for up to an additional twelve (12) calendar months, subject to the terms and conditions in effect at that time. However, the Contractor shall not be obligated to provide its services under this Section 51.1, or Section 48.2, or both, for more than a total of twelve (12) calendar months.

51.2 SALE OR LEASE OF CONTRACTOR'S MECHANICAL CONTAINERS

Upon request, the Contractor shall enter into good faith negotiations to allow the City or the City's newly selected franchise hauler to purchase, or lease for up to three (3) Operating Months, the Mechanical Containers (if any) used by the Contractor in the Service Area to serve Customers pursuant to this Agreement. The purchase price and rental fee for the Mechanical Containers shall be negotiated, based on the fair market value of purchasing or leasing such containers.

51.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE

Prior to the termination of this Agreement, the Contractor shall work with the City to ensure that there is no interruption or reduction of service when the Contractor ends its services to the City. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the City, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Director and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the City, that includes each container's location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Director's approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the City. At or before the coordination meeting, the Contractor shall provide the City with a list of Contractor-owned containers that may be purchased or leased by the City or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler's containers.

30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure the Contractor's actions do not cause any interruption in the Collection Service provided to Customers.
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51.4 CITY'S RIGHT TO PROCURE NEW SERVICES

At any time, the City may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the City to obtain the services of a Person who will collect Solid Waste for the City after this Agreement expires or is terminated.

SECTION 52: DAMAGES

52.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions or omissions, including the Contractor's negligence, willful misconduct, or failure to perform in accordance with the terms of this Agreement. To the extent that the City and the Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 52.2, below.

52.2 CONTRIBUTION

In the event of joint negligence on the part of the City and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

52.3 DAMAGES

The measure of damages to be paid by the Contractor to the City or by the City to the Contractor, due to any failure by the Contractor or the City to meet any of its obligations under this Agreement, shall be the actual damages incurred by the City or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply without regard to either Party's rights to the Performance Bond, insurance proceeds, or other factors.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the City the following:

- (a) All lawful fines, penalties, and forfeitures charged to the City by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the City as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions that led to or resulted from the Contractor's failure to comply with the Applicable Law.

52.4 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed to create any personal liability on the part of any officer, employee, agent or representative of the City or the Contractor.

SECTION 53: INDEMNIFICATION

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the City, defend, each of the City Indemnified Parties from and against every Indemnified Loss. The obligation of the Contractor under this Section 53 is absolute and unconditional. To the extent allowed by Applicable Law and not otherwise prohibited, it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party.

It is the intent of this Section 53 that the Contractor's indemnification obligations include all liabilities, including joint and several liability, of the Contractor, any subcontractor to the Contractor, or any subcontractor to a subcontractor of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The City may employ any attorney of its choice or may use its in-house counsel to enforce or defend the City's right to indemnity provided by this Agreement. If a City Indemnified Party requests the Contractor defend it with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at its sole cost and expense. The Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement, whether or not the City Indemnified Party is a party or potential party to it.

The Contractor's obligation to indemnify, defend, and pay for the defense, or at the City's option, to participate and associate with the Contractor in the defense and trial of any claim and related settlement negotiations, shall be triggered by the City's notice of claim for indemnification. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after receiving such notice from the City. Only an adjudication or final judgment after the highest appeal is exhausted, specifically finding the City solely negligent, shall excuse performance of the Contractor's obligations under this Section 53.

SECTION 54: CONTRACTOR'S INSURANCE

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at all times until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor's negligent acts, and errors and omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

54.1 COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000

Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability any further than the restrictions included in the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) or equivalent. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to this Agreement and consistent with the indemnification and hold harmless provisions in this Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

54.2 BUSINESS AUTOMOBILE LIABILITY

The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

54.3 POLLUTION LIABILITY

The Contractor shall maintain Pollution Legal Liability and Remediation insurance at a minimum limit of liability not less than \$2,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events. The policy shall be maintained for a minimum of three (3) years following the expiration or termination of this Agreement.

54.4 UMBRELLA OR EXCESS LIABILITY

The Contractor shall provide and maintain an Umbrella or Excess Liability policy at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor may utilize the Umbrella or Excess Liability policy to meet the aggregate limit requirements of any underlying liability policy. The Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. This liability may be satisfied by the Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

54.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

The Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. The Contractor shall maintain Employers' Liability Limits of not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

54.6 ADDITIONAL INSURED ENDORSEMENTS

The Contractor shall endorse its insurance with the City as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the City with either a CG 2010 04 or CG

2010 04 13 Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or a similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the City with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the City with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "City of Coral Springs, a political subdivision of the State of Florida, and the City Commission" for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory basis. This primary and non-contributory language can be included in the additional insured endorsement, or be provided in a separate stand-alone endorsement, or included in the actual liability coverage form for the line of insurance coverage that is being presented to the City. A copy of any endorsement issued to extend coverage to the City must be provided when evidencing insurance to the City.

54.7 WAIVER OF SUBROGATION

The Contractor shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 – Waiver of Transfer of Rights of Recovery Against the Other to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the City for each required policy providing coverage during the entire term of this Agreement. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the City must be provided when evidencing insurance to the City.

54.8 CERTIFICATE(S) OF INSURANCE

No later than ten (10) days after the Effective Date, the Contractor shall provide City a Certificate of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide a minimum of thirty (30) days prior written notice to the City of any cancellation, material change in coverage, or non-renewal of coverage. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the City within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the City's RFP and this Agreement in the Description of Operations section of the Certificate. The Certificate Holder shall be identified as:

City of Coral Springs
City Manager
9500 West Sample Road
Coral Springs, FL 33065

The Certificates of Insurance shall evidence a waiver of subrogation in favor of the City, that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provision, with no requirement for premium payments by the City. The Certificate of Insurance shall be provided to the City Attorney's Office, at the address provided above. Copies shall be provided as follows:

Copy to: City of Coral Springs
Public Works Department
9500 West Sample Road
Coral Springs, FL 33065

Copy to: City of Coral Springs
Risk Management Division
9500 West Sample Road
Coral Springs, FL 33065

54.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE

The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of the Contractor. All self-insured retentions shall appear on the Certificate of Insurance and shall be subject to the City's approval.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

For policies written on a "Claims-Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, the Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

54.10 RIGHT TO REVISE OR REJECT

The City reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the City's approval of any insurance provided by the Contractor or a subcontractor, nor the City's failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

54.11 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES

All of the insurance provided by the Contractor pursuant to this Agreement shall be issued by an insurance company or companies licensed or approved to do business in the State of Florida with a Financial Stability rating of "A" or better based on the most recent edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be "VIII" or greater.

54.12 OTHER INSURANCE REQUIREMENTS

At its option, the City may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the City that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the City.

The Contractor shall be responsible for all of its subcontractors (if any) and their insurance. Each subcontractor shall provide certificates of insurance to the Contractor that demonstrate coverage and terms in compliance with the requirements applicable to the Contractor.

SECTION 55: PERFORMANCE BOND

The Contractor shall furnish to the City an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Contractor shall furnish the Performance Bond to the City at least five (5) calendar days before the Effective Date. The Performance Bond shall be in the amount of Two Million Dollars (\$2,000,000). After the first Operating Year, the Performance Bond shall be maintained in the amount of Two Million Dollars (\$2,000,000) or it shall be equal to one-third (1/3) of the Contractor's gross annual revenue under this Agreement, whichever is greater. The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 6 and shall be subject to the approval of the City. The Performance Bond shall be issued by a surety company that is licensed to do business in the State of Florida and is acceptable to the City. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; (c) serve as security for the payment of all Persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or altered without at least thirty (30) calendar days prior notice to the City.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 55 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" (drawn upon) and used if there is any default or breach of this Agreement by the Contractor. Calling or drawing upon the Performance Bond shall not restrict or preclude the use of any other remedies available to the City against the Contractor for breach, default or damages.

In the event of a strike of the employees of the Contractor or any other labor dispute that makes performance of this Agreement by the Contractor substantially impossible, the City shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. In such cases, the City shall have the right to engage another Person to provide the Collection Services required under this Agreement.

SECTION 56: PARENT CORPORATION GUARANTY

At least five (5) days before the Effective Date, the Contractor shall provide the City with a corporate guaranty from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guaranty shall be substantially the same as the draft guaranty in Exhibit 5 and shall be subject to the City's approval. The corporate guaranty must be executed by a duly authorized representative of the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization).

SECTION 57: ASSIGNMENT OF AGREEMENT

57.1 No assignment of this Agreement or any right or responsibility occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City Manager. The City Manager shall have the right to approve or deny any proposed or actual assignment by the Contractor, subject to the conditions in Section 34.4, above. The City's consent to an assignment shall not be unreasonably withheld. Any assignment of this Agreement made by the Contractor without the express written consent of the City Manager shall be null and void and shall be grounds for the City to declare a default of this Agreement.

57.2 In the event that the City Manager's consent to any proposed assignment is denied, the Contractor shall continue to provide all of the services required herein for the remainder of the term.

57.3 If any assignment is approved by the City Manager, the assignee shall fully assume all of the obligations, duties, and liabilities of the Contractor.

57.4 The requirements of this Section 57 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement, unless (a) the specific subcontractor was identified by the Contractor in its response to the City's RFP; or (b) the Director provides advance written approval of the subcontractor.

SECTION 58: TRANSFER OF AGREEMENT

A transfer of this Agreement shall be effective only after approval by the Commission. A transfer includes but is not limited to a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, or a series of events that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the City's approval. If the Contractor wishes to transfer this Agreement to another Person, an application to transfer this Agreement shall be submitted jointly by the Contractor (i.e., the proposed transferor) and the proposed transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the City granted this franchise. At a minimum, the proposed transferee shall: (a) verify in writing that it will comply with all of the requirements in this Agreement; and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Five Thousand Dollars (\$5,000).

The Commission may grant or deny the application for transfer, or may grant the application with conditions, subject to the provisions in Section 34.4, above. Among other things, the Commission's approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, the submittal of a Parent Corporation Guaranty by the parent of the proposed transferee, and other safeguards designed to ensure that the City's work will be completed in compliance with the requirements in this Agreement. In the event that the Commission's consent to the transfer is denied, the Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

Notwithstanding the other provisions in Section 57 and Section 58 of this Agreement, the City shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 57 and Section 58 shall be waived by the City for a period not to exceed ninety (90) days.

SECTION 59: SUBSEQUENT CITY ORDINANCES

Nothing contained in any City ordinance hereafter adopted shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the City and this Agreement is amended accordingly.

SECTION 60: AMENDMENTS TO THE AGREEMENT

60.1 GENERAL REQUIREMENTS

This Agreement constitutes the entire Agreement and understanding between the Parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Commission or its designee.

60.2 AMENDMENTS TO SUPPORT CITY PROGRAMS

The City is continually trying to improve its Recycling and Solid Waste management systems. To implement future improvements, the City shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the City deems it necessary and desirable for the public welfare. The Director shall give the Contractor written notice of any proposed change and an opportunity to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the City and the Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary, in a manner that is mutually acceptable. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to all procedures, operations, and obligations of the Contractor.

In the future the City may wish to test or implement new, innovative, or different waste reduction programs. For example, the City may wish to expand its Recycling program or implement pilot projects for the Collection of food waste, household hazardous waste, or Electronic Equipment. All such proposals shall be discussed with the Contractor before they are implemented. If the City and the Contractor are unable to agree upon the terms, conditions, and Rates that will govern the Contractor's work in such circumstances, the City shall have the right to procure the necessary services from other Persons, without increasing the Contractor's Rates or other compensation, notwithstanding the Contractor's exclusive franchise and other rights under this Agreement.

60.3 AMENDMENTS DUE TO CHANGES IN LAW

The City and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the City, then the provisions and Rates in this Agreement may need to be modified. The City and the Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law. Section 39.5, above, shall govern any adjustment to the Rates that results from a Change in Law.

SECTION 61: WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or the Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the City or the Contractor thereafter to enforce same. Nor shall waiver by the City or the Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

SECTION 62: WAIVER OF FLOW CONTROL CLAIMS

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the City also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste “flow control”, regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

SECTION 63: GOVERNING LAW, VENUE, AND ATTORNEY’S FEES

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state courts in and for Broward County, Florida. Venue shall lie exclusively in Broward County. In any legal or other proceeding to interpret, apply, or enforce the terms of this Agreement, each Party shall pay its own legal fees and all associated costs, except as otherwise provided in Sections 50.3 and 50.6, above.

SECTION 64: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to the Contractor, its officers, employees, agents, or subcontractors, except as provided in Section 59.

SECTION 65: PERMITS AND LICENSES

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein.

SECTION 66: EQUAL OPPORTUNITY EMPLOYMENT

The Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed, and employees are treated during employment by the Contractor without regard to race, color, religion, sex, age, national origin, or any other characteristic protected under local, state or federal law. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to furnish the City with a copy of its non-discrimination and equal employment opportunity policy, upon request.

SECTION 67: AGREEMENT DOCUMENTS

This Agreement and the following documents comprise the entire Agreement between the City and the Contractor. The following documents are attached to this Agreement, and they are incorporated in this Agreement by this reference:

- Exhibit 1 through Exhibit 11

After the Effective Date, the Agreement shall be supplemented with the following:

- Performance Bonds
- Insurance Certificates
- Any amendments to this Agreement that are approved by the Commission and the Contractor

There are no Agreement documents other than those listed above. In the event of conflict between the Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting or applying this Agreement.

SECTION 68: ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

This Agreement shall govern the Parties' relationship, regardless of anything contained in the City's RFP or the Contractor's response to the RFP. Nonetheless, in the event that an order of precedence is needed, it shall be this Agreement, the City's RFP, and then the Contractor's response to the RFP.

SECTION 69: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words “include” and “including” shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural, and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) Both Parties are represented by legal counsel, and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.
- (d) The words “shall” and “must” are used when referring to mandatory duties and obligations. The word “may” is permissive.
- (e) The word “Section” refers to the sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to sections of the Florida Statutes).
- (f) The word “herein” refers to the provisions in this Agreement.
- (g) All citations to the Florida Statutes refer to the statutes in existence on the Effective Date - i.e., Florida Statutes (2023).
- (h) Headings in this Agreement are for convenience of reference only and shall not be considered when interpreting this Agreement.
- (i) The Recitals set forth above are true, correct, and incorporated herein.

SECTION 70: SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 71: SEVERABILITY

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

SECTION 72: FAIR DEALING

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Commission member, City officer, or City employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the Contractor declares and warrants that the Contractor is not subject to the restrictions in Sections 287.133 and 287.134, Florida Statutes, for a public entity crime.

SECTION 73: SOVEREIGN IMMUNITY AND LIMITATION ON LAWSUITS

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the City's consent to be sued by any third party in any matter arising out of or related to this Agreement.

SECTION 74: REMEDIES NOT EXCLUSIVE

To the greatest extent allowed by law, the remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the City, nor serve as the basis for a claim of estoppel against the City, nor prevent the City from terminating this Agreement. The City's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the City's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 75: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 45.4, above, such documents shall be addressed as shown below and either (a) hand delivered or (b) mailed by registered or certified mail (postage prepaid), return receipt requested. The documents shall be deemed to have been duly delivered when personally delivered, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the City designate the following as the appropriate people and places for delivering notices and other documents:

As to City:	City Manager City of Coral Springs 9500 West Sample Road Coral Springs, FL 33065 Telephone: 954/344-5906
Copy to:	City Attorney City of Coral Springs 9500 West Sample Road Coral Springs, FL Telephone: 954/344-1011
As to Contractor:	Coastal Waste & Recycling of Florida, Inc. John Casagrande, Senior Vice President 2481 NW 2 nd Avenue Boca Raton, Florida 33431 Telephone: 954-947-4000
Copy to:	Coastal Waste & Recycling of Florida, Inc. Attn: Office of the General Counsel 2481 NW 2 nd Avenue Boca Raton, Florida 33431 Telephone: 954-947-4000

Both Parties reserve the right to designate different representatives in the future, and to change the addresses for notice, by providing written notice to the other Party of such change.

SECTION 76: NO THIRD PARTY BENEFICIARIES

THIS AGREEMENT ONLY PROVIDES RIGHTS AND REMEDIES FOR THE CITY AND THE CONTRACTOR. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, THIS AGREEMENT DOES NOT PROVIDE ANY RIGHTS OR REMEDIES FOR ANY OTHER PERSON. THERE ARE NO THIRD PARTY BENEFICIARIES UNDER THIS AGREEMENT.

SECTION 77: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City that:

- (a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.

- (c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the City against the Contractor in accordance with its terms, except to the extent its enforceability is limited by (1) the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (2) public policy limitations on the enforceability of indemnification provisions.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or Administrators are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation, by-laws, articles of organization or operating agreement; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.
- (e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.
- (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.
- (g) None of the agents, members, administrators, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.
- (h) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in accordance with this Agreement.
- (i) No City employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no City employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

- (j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, or the other lists identified therein. The Contractor certifies, represents, and warrants to the City that the Contractor is not on any of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the City may terminate this Agreement and civil penalties may be assessed against the Contractor if the Contractor is found to have submitted a false certification concerning these matters.
- (k) The Contractor has registered with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of the Contractor's newly hired employees. The Contractor's subcontractors do not employ, contract with, or subcontract with unauthorized aliens.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

Attest:

CITY OF CORAL SPRINGS, by and through its
City Commission

, City Clerk

By: _____
, Mayor

____ day of _____, 2024

Approved as to form and legal sufficiency

By: _____
John J. Hearn, City Attorney

21 day of February, 2024

(CITY SEAL)

WITNESSES:

COASTAL WASTE & RECYCLING
OF FLORIDA, INC.

John Casagrande
Signature
John CASAGRANDE
Printed Name

By: [Signature]
Signature
Brendon J. Pantano, CEO
Printed Name and Title

6 day of February, 2024

6 day of February, 2024

[Signature]
Signature

Kristi Beaudoir
Printed Name

6 day of February, 2024

ATTEST:

[Signature]
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF)

The foregoing Exclusive Franchise Agreement was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, this 6th day of February 2024 by Brendon Pantano as CEO [title] of Coastal Waste [Contractor], a corporation authorized to do business in the State of Florida, and who executed the foregoing Agreement as the proper official of Coastal Waste [Contractor] for the uses and purposes mentioned in it, and that the instrument is the act and deed of that corporation. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and County aforesaid on this 6th day of February, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires: 08/21/2027

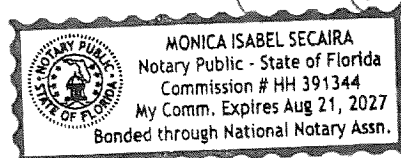
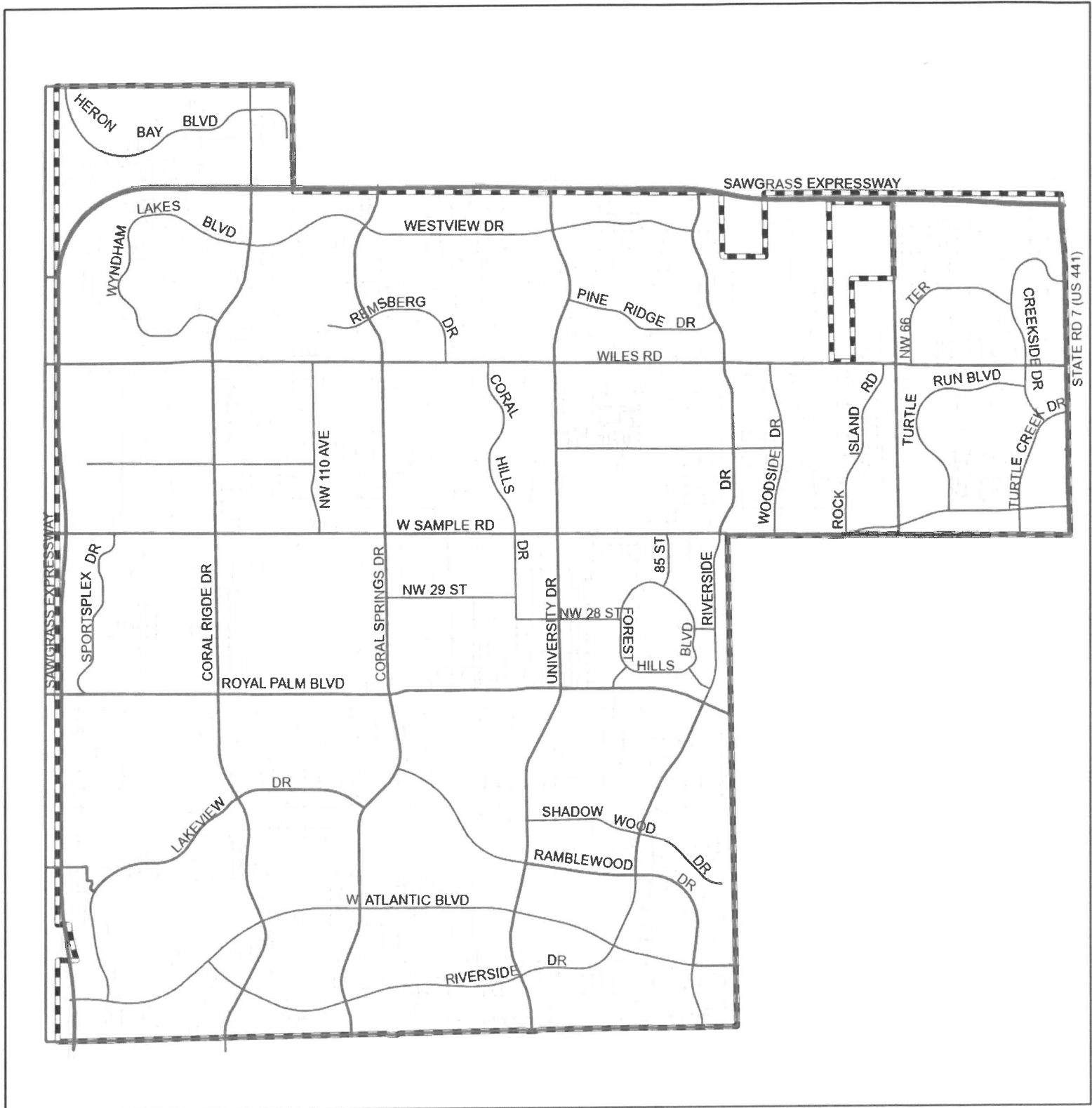


EXHIBIT 1

GENERAL MAP OF SERVICE AREA



Map of Coral Springs
for
Solid Waste Service

Information Services
GIS Division



EXHIBIT 2

RATES FOR RESIDENTIAL COLLECTION SERVICES

**FORM 12
PROPOSED RATES FOR
RESIDENTIAL COLLECTION SERVICE
(CONTINUED)**

Collection Service at Curbside with Carts	
1. Garbage and Rubbish	\$ <u>7.25</u> per month (2x/wk)
2. Yard Waste and Bulky Waste	\$ <u>3.05</u> per month (1x/wk)
3. Source Separated Recyclable Material	\$ <u>2.25</u> per month (1x/wk)
Total Monthly Cost per Dwelling Unit (i.e., the sum of 1, 2, and 3, above)	\$ <u>12.55</u> per month

EXHIBIT 3

RATES FOR COMMERCIAL COLLECTION SERVICES

REVISED

FORM 13

PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE

Each Offeror shall use this form to provide its Rates for the Collection of Commercial Waste (i.e., Garbage and Rubbish) from Commercial Customers, including Multi-Family Complexes that use Mechanical Containers for the Collection of Garbage and Rubbish.² All of the Rates on this form shall be fixed through September 30, 2024, and shall be based on the service requirements specified in the Agreement that is attached to this RFP. Rates that include the disposal of Commercial Waste (i.e., 1, 2, and 6, below) shall be based on the current Tipping Fee, which is subject to change, at the Wheelabrator South Facility, which is \$50.18 per ton.

1. Rate for Collection of Commercial Waste with Mechanical Containers (i.e., other than Compactors and Roll-Off Containers)	\$ <u>13.15</u> per cubic yard for Collection \$ <u>2.51</u> Disposal Total per cubic yard \$ <u>15.66</u>
2. Rate for Collection of Commercial Waste in Compactors (8 cubic yards or less)	\$ <u>15.15</u> per cubic yard for Collection \$ <u>8.07</u> Disposal Total per cubic yard \$ <u>23.22</u>
3. Rate for Collection of Commercial Waste in Compactors (greater than 8 cubic yards)	\$ <u>385.00</u> per pull for Collection (Disposal based on weight)
4. Rate for Collection of Commercial Waste in Roll-Off Containers	\$ <u>385.00</u> per pull for Collection (Disposal based on weight)
5. Rate for Collection of Commercial Waste with 96 Gallon Garbage Cart collected one time per week (Customers generating less than 2 cubic yards per week)*	\$ <u>44.03</u> per month for Collection \$ <u>9.50</u> per month for Disposal Total monthly \$ <u>53.53</u>

* The Rates for Garbage Carts and Recycling Carts are based on Collection Service provided one time each week. If a Customer wishes to receive more frequent service, the Rate for the requested service shall be increased proportionately. For example, if a Customer using a Garbage Cart wishes to receive Collection Service for Garbage on two (2) occasions per week, the Customer shall pay the Rate for such service multiplied by two (2). The Rate shall be multiplied by three (3) if the Customer wishes to receive such service three (3) times per week.

² Rates provided shall not include the City's Franchise Fee.

EXHIBIT 4

RATES FOR SUPPLEMENTAL COLLECTION SERVICES

Service	Rate Per Service
Rolling Out Commercial Garbage Carts (96 or 101 Gallon) with 10 or more feet per direction	\$1.00 (No charge for Residential regardless of distance; no charge for commercial less than 10 feet per direction)
Rolling Out Mechanical Container (and returning it to original location)	\$3.00
Opening (and closing) Doors or Gates	No Charge
Locks for Mechanical Containers	\$12.00 (one time) Charge for Replacements based on cost + 10%
Unlocking Mechanical Containers	\$2.00
Supplying (and retrofitting) Locking mechanism on Mechanical Container*	\$55.00
Adding wheels to or changing wheels on Mechanical Containers	No Charge
Adding lids to or changing lids on Mechanical Containers	No Charge
Moving Mechanical Container Location Per Customer Request	No Charge
Changing Out Sizes of Mechanical Container (More than twice per year)**	\$25.00
Additional Scheduled Pick-ups for Multi-Family Complex	Same as Applicable Commercial Collection Rates
Additional Unscheduled (not including "on-call") Pick-ups for Commercial and Multi-Family Complex Customers	3 Times Applicable Commercial Rates
Special Service or Special Equipment Required Because of Impaired Accessibility	Negotiable
Collection of Overflowing Mechanical Container	\$150

EXHIBIT 5

PARENT CORPORATION GUARANTY

THIS GUARANTY (“Guaranty”) is made as of the 6th day of February, 2024, by Coastal Waste & Recycling, Inc. (the “Guarantor”), to and for the benefit of the City of Coral Springs, Florida (the “City”) (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, Coastal Waste & Recycling of Florida, Inc. (the “Contractor”), a Delaware corporation and a wholly-owned subsidiary of the Guarantor, is entering into an “Exclusive Franchise Agreement” (“Agreement”) with the City;

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, pursuant to the terms of this Guaranty; and

WHEREAS, the execution of this Guaranty is a condition precedent to the execution by the Contractor and the City of the Agreement, and the City would not enter into the Agreement unless the Guarantor provided this Guaranty;

NOW, THEREFORE, as an inducement to the City to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the “Obligations”).

2. All Obligations of the Guarantor under this Guaranty shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred have been performed, discharged and paid in full in accordance with the terms of the Agreement. The Obligations of the Guarantor under this Guaranty shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the City to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver by the City of the payment, performance or observance of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guaranty in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty, or the occurrence of any events of default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guaranty shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guaranty shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the City and any of its successors and assigns under the Agreement.

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the City as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become

immediately due and payable to the City without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the City on any number of occasions.

6. No failure, omission or delay by the City in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the City. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion. Any attempted assignment in violation of this Guaranty shall be null and void.

8. The obligations of the Guarantor to the City set forth in this Guaranty are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the City first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the City. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Agreement) which the Contractor or the Guarantor has or may have against the City shall limit or in any way affect the Guarantor's obligations under this Guaranty.

9. Each of the Guarantor and the City irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guaranty shall be brought in the state or federal courts in and for Broward County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guaranty and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such Party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guaranty.

10. Upon payment by the Guarantor of any sum to the City hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or

otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guaranty may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guaranty is determined to be unenforceable, the City and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guaranty cannot be reformed, such provision shall be deemed to be severed from this Guaranty, but every other provision of this Guaranty shall remain in full force and effect. This Guaranty is entered into by Guarantor solely and exclusively for the benefit of the City and may be enforced against Guarantor by the City and any of its successors and assigns. This Guaranty contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the Parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the City of its acceptance of and reliance upon this Guaranty, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the Party to be notified, if such notice was correctly addressed to the Party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the City:

City Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065
Telephone: 954/344-5906
Facsimile: 954/344-1043

Copy to:

City Attorney
City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065
Telephone: 954/344-1011
Facsimile: 954/344-5930

If to the Guarantor: Coastal Waste & Recycling, Inc.
2481 NW 2nd Avenue
Boca Raton, Florida 33431
Attn: Office of General Counsel
Telephone: 954-947-4000

Copy to: John Casagrande, Senior Vice President
Coastal Waste & Recycling of Florida, Inc.
2481 NW 2nd Avenue
Boca Raton, Florida 33431
Telephone: 954-947-4000

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either Party by notice given to the other Party in accordance with this Guaranty.

14. Any termination of this Guaranty shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST:

Coastal Waste & Recycling, Inc.

(Guarantor)

By: [Signature]
Name: Kristi Beaudoin
Title: CFO

By: [Signature]
Name: Brendon Pantano
Title: CEO

[Seal]

Witnesses:

[Signature]
Signature
John CASAGRANDE
Print or Type Name

[Signature]
Signature
Monica I. Secaira
Print or Type Name

[Signature]
Signature
John CASAGRANDE
Print or Type Name

[Signature]
Signature
Monica I. Secaira
Print or Type Name

EXHIBIT 6

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

Coastal Waste & Recycling of Florida, Inc.
2481 NW 2nd Avenue
Boca Raton, Florida 33431
Telephone: 954-947-4000
Facsimile: 954/241-4489

SURETY (name, principal place of business, and phone number):

CITY:

City Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065

BOND No.

Date: _____

Amount: Two Million Dollars (\$2,000,000)

KNOW ALL MEN BY THESE PRESENTS that we, _____,
(hereinafter "CONTRACTOR"), as Principal, and _____, hereinafter "SURETY"), as
Surety, are held and firmly bound unto the City of Coral Springs, Florida (hereinafter "CITY"), as
Obligee, in the amount of Two Million Dollars (\$2,000,000.00), for the payment whereof
CONTRACTOR and SURETY bind themselves, their heirs, executors, Directors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise Agreement"
(hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has
carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not
limited to the provisions of Sections 48 ("Breach and Termination of Agreement"), 52 ("Damages"), and
53 ("Indemnification"); and

WHEREAS, the CITY's issuance of an exclusive franchise to the CONTRACTOR, and the
CITY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this
bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the CITY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the CITY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a court of competent jurisdiction in Broward County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the CITY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the CITY.

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature

Print Name

Title

Date

Witnesses:

Signature

Print Name

Signature

Print Name

SURETY
Company: (Corporate Seal)

Signature

Print Name

Title

Date

Signature

Print Name

Signature

Print Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

EXHIBIT 7

SPECIFICATIONS FOR CARTS

1. **MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts the Contractor will provide under the Agreement. These specifications apply to Garbage Carts that are approximately 35, 64, or 96 gallons in capacity.
2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Contractor must submit technical data sheet(s) from the resin producer.
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

3.1	ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts. Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.
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3.2	<p>LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p style="text-align: center;">35 Gallon – 122 pounds 64 Gallon – 224 pounds 96 Gallon – 330 pounds</p> <p>Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">35 Gallon – 17.9 pounds minimum 64 Gallon – 23 pounds minimum 96 Gallon – 34.1 pounds minimum</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 35 U.S. gallons (+/- 2%), 64 U.S. gallons (+/-3%), and 96 U.S. gallons (+/- 3%), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>35 Gallon – Height: 39.13” Depth: 22.88” Width: 20.2”</p> <p>64 Gallon – Height: 40.25” Depth: 28.0” Width: 26.50”</p> <p>96 Gallon – Height: 45.13” Depth: 33.73” Width: 28.17”</p>
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.154” throughout the body of the cart, and a minimum wall thickness of 0.185” inches in the</p>

	critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14”.
3.7	MANEUVERABILITY: Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 27 pounds for 35 gallon carts, 35 pounds for 64 gallon carts, and 50 pounds for 96 gallon carts.
3.8	RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.
3.9	HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1” diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.
3.10	LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.
3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
3.12	WHEELS: Wheels for 35 gallon and 64 gallon carts shall be a minimum of 10” diameter. Wheels for 96 gallon carts shall be a minimum of 12” diameter and 1.75” wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
3.13	AXLE: The axle for 35 gallon carts must be a minimum of 5/8” diameter. The axle for 64 gallon and 96 gallon carts shall be a minimum of 3/4” (0.75”) diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1” wide. Axles attached by means of bolts or rivets are unacceptable.
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter

	attachment. The lower lift bar on 96 gallon carts shall be at least 1” diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.
3.16	COLOR: The color of the cart body and the lid shall be black, unless the Director requests a different color. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. If the Director requests a color other than black, the Contractor must submit color chips or samples for all colors available and then the City will select the appropriate color for the carts.
3.17	INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.

4. MARKINGS: Each cart must be permanently marked with letters/numbers, as follows:

4.1	SERIAL NUMBERS: Each cart must have a serial number hot-stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The Contractor will maintain a file that identifies the date of manufacture by the serial number.
4.2	CITY SEAL: The City Seal or logo and Contractor’s logos shall be hot-stamped onto both sides of the cart body.
4.3	USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.
4.4	CAPACITY AND LOAD RATING: The capacity (volume) and the load rating of the cart must be raised-relief molded into the lid. The load rating shall be stated in both pounds and kilograms and in English and Spanish.

5. IN-MOLD LABEL SPECIFICATIONS: The In-Mold Label must comply with the following listed specifications:

5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.
5.2	COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the City and Contractor’s logos including images and language representing materials deemed acceptable for disposal. All proofs for the label shall be submitted to the City for approval and shall have a minimum size of 5” X 12”.

6. RFID & BAR CODE INTEGRATION: Not Applicable.

7. DATA INTEGRATION: Not Applicable.

8. WORK ORDER MANAGEMENT AND REPORTING SYSTEM: Not Applicable.

9. ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS

9.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading the carts, assembling the necessary parts, and distributing the carts to homes throughout the Service Area.
9.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
9.3	Carts shall be assembled and placed at the resident's curb.
9.4	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.
9.5	The Contractor will record the cart serial number for each and every address where the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the City in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required.

10. CART MAINTENANCE

10.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the City with up-to-date information concerning the Contractor's inventory.
10.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the City's inspection.
10.3	The City may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the City electronically via e-mail.
10.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
10.5	The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

- 11. WARRANTY:** Contractor must submit a document which clearly states the exact warranty of the Contractor. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of ten (10) years after installation. The warranty must be transferable to and enforceable by the City. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

11.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
11.3	Failure of the lower lift bar from damage during interface with lifters.
11.4	Failure of the body and lid to maintain their original shape.
11.5	Damage or cracking of the cart body through normal operating conditions.
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.
11.7	Failure of any part to conform to the minimum standards as specified herein.
11.8	Warranty specimen of exact warranty offered must be provided to the Director before the carts are ordered.

EXHIBIT 8

SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the annual CPI adjustment should be determined under Section 39.3 of the Agreement. More specifically, the examples demonstrate how hypothetical Rates for Residential Collection Services (Curbside Collection with Garbage Carts) should be calculated. The following examples assume the “Total Monthly Cost per Dwelling Unit” on October 1, 2024 will be \$21.87.

CPI Adjustment on October 1, 2025

Collection component of the current monthly Rate per Dwelling Unit: \$21.87

Percentage change in CPI for previous 12-month period: 3.0%

Calculation of CPI Adjustment: $\$21.87 \times 0.03 = \0.6561^*

Calculation of the new Rate: $\$21.87 + \$0.66 = \$22.53$

*The annual adjustment is calculated by rounding to the nearest whole cent.

CPI Adjustment on October 1, 2026

Collection component of current monthly Rate per Dwelling Unit: \$22.53

Percentage change in CPI for previous 12-month period: 10%

Calculation of CPI Adjustment: $\$22.53 \times 0.05 = \1.1265^{**}

Calculation of the new Rate: $\$22.53 + \$1.13 = \$23.66$

**Pursuant to Section 39.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed five percent (5%) in any Operating Year. Accordingly, the CPI adjustment in this hypothetical year shall be limited to five percent (5%).

EXHIBIT 9

CONTRACTOR'S VEHICLES AND STAFF

The following list of vehicles and employees was provided in the proposal that the Contractor submitted in response to the City's RFP. At all times during the term of this Agreement, the Contractor shall provide at least as many vehicles and employees to serve the City as is listed below, unless the Director approves a deviation from this list pursuant to Section 25.7 of the Agreement.

Trucks	Make	Model	Year	Fuel Type	Cargo Capacity	# of Frontline Vehicles	# of Reserve Vehicles
Automated Side loaders	Mack.	LR	2023	Alternative Fuels	28 cubic yards	14	2
Rear load	Peterbilt Kenworth	567 T880	2023/2024	Alternative Fuels	25-31 cubic yd	4	1
Frontload	Peterbilt	520	2023	Alternative Fuels	38 cubic yards	5	1
Roll Off	Peterbilt	567	2023	Alternative Fuels	10-40 cubic yards	4	1
Grapple	Kenworth	SX 15	T880	Alternative Fuels	27 cubic yards	2	1

Job Category	# of Employees In Each Category	Total # of Employees in All Categories	Hours Worked Each Week	Days Worked Each Week
Dispatches-CSR	4	4	40	5.5
Residential Supervisor	2	2	60	6
Residential Drivers	21	21	57	6
Commercial Supervisor	2	2	60	6
Commercial Drivers	5	5	57	6
Residential Bulk Drivers	5	5	57	6
Residential Bulk Helpers	4	4	57	6
Mechanics	4	4	48	6
Rolloff Drivers	4	4	57	6
Commercial Driver helper	3	3	57	6

EXHIBIT 10

LIST OF CITY PROPERTIES RECEIVING COLLECTION SERVICE

The following table identifies the name and address of each City property that will receive Collection Service, and it identifies the type of service required (e.g., Recycling Service), and the level of service required (e.g., collection twice per week in a 20 yard Roll-Off container).

Facility Name	Address	No. of Cans	Sizes	Frequency of Service	Recycle carts/containers	Frequency of Service
Water Plant	3800 NW 85 Ave	2	4Y	2 week	2 - 96 G	1 week
Water Plant	3801 NW 85 Ave	2	20Y RO	on call		
Water Plant	3802 NW 85 Ave	1	30Y RO	on call		
Westside Complex	4181 NW 121 Ave	4	20Y RO	1 week		
Westside Complex	4181 NW 121 Ave	2	40Y RO	2 week		
Westside Complex	4181 NW 121 Ave	1	8Y	2 week		
Westside Complex	4181 NW 121 Ave	1	6Y	2 week		
Westside Complex	4181 NW 121 Ave	2	4Y	2 week		
Station # 43	4550 Rock Island Rd	2	4Y	2 week		
Station # 64	500 Ramblewood Dr	1	6Y	2 week		
Station # 64	600 Ramblewood Dr	1	6Y	2 week		
Station # 71	11800 NW 41 St	1	4Y	2 week		
Station # 71	11801 NW 41 St	2	Recycle Toter	2 week		
Station # 80	2825 Coral Springs Dr	0	N/A	2 week		
Station # 95	300 Coral Ridge Dr	2	6Y	2 week		
Fire Training Academy	4180 NW 120 Ave	1	20Y RO	on call		
Fire Training Academy	4180 NW 120 Ave	1	8Y	2 week		
Fire Training Academy	4180 NW 120 Ave	1	4Y	2 week		
4150 Complex	4150 NW 120 Ave	1	20Y RO	on call		
4150 Complex	4150 NW 120 Ave	1	6Y	2 week	1 - 6Y	1 week
Public Safety	2801 Coral Springs Dr	1	8Y	2 week		
Public Safety	2801 Coral Springs Dr	1	4Y	2 week		
Gun Range	12151 NW 42 St	1	3Y	2 week		
Charter School	3205 N University Dr	2	8Y	2 week		
Charter School	3205 N University Dr	12	Recycle Toter	on call		
Charter School	3205 N University Dr	1	20Y RO	on call		
Center of the Arts	2855 Coral Springs Dr	1	4Y	2 week		
Center of the Arts	2855 Coral Springs Dr	1	20Y RO	on call		
Sawgrass Nature Center	3000 Sportsplex Dr	1	20Y RO	on call		
Sawgrass Nature Center	3000 Sportsplex Dr	1	6Y	2 week		
City Hall	9500 Sample Rd	1	8Y	2 week	1 - 8Y	1 week
Aquatics Complex	12441 Royal Palm Blvd	1	8Y	2 week		

Tennis Center	2575 Sportsplex Dr	1	30Y RO	on call		
Dog park	2915 Sportsplex Dr	1	6Y	2 week		
Mullins Park	2403 NW 102 Ave	4	8Y	2 week	12 - 96 G	1 week
Mullins Park	2403 NW 102 Ave	1	20Y RO	on call		
Sartory Hall	10000 NW 29 St	1	4Y	2 week		
Cypress Hammock Park	1300 Coral Springs Dr	1	8Y	2 week		
Cypress Park	1301 Coral Springs Dr	2	8Y	2 week		
Cypress Park	1301 Coral Springs Dr	1	20Y RO	on call		
Orchid Park	1300 Coral Springs Dr	1	6Y	2 week		
Gym	2501 Coral Springs Dr	1	8Y	2 week		
Forest Hills Park	2500 Forest Hills Blvd	1	4Y	2 week		
Betty S. Park	10301 Wiles Rd	1	8Y	2 week		
Sherwood Forest Park	1599 NW 91 Ave	1	6Y	2 week		
Turtle Run Park	6400 Wiles Rd	1	4Y	2 week		
Richard P. Park	10050 NW 11 Mn	1	15Y RO	ichard pm..		
Recycle Can Mullins/Gym	2501 Coral Springs Dr	1	40Y RO	1 week		
Recycle Can Whispering Woods	7401 Wiles Rd	1	40Y RO	1 week		
North Community Park	5601 Coral Springs Dr	1	8Y	2 week		

EXHIBIT 11

LIST OF LOW DENSITY DWELLINGS

SITUS_STREET_NUMBER	SITUS_STREET_NUMBER_END	SITUS_STREET_DIRECTION	SITUS_STREET_NAME	SITUS_STREET_TYPE	SITUS_STREET_SITUS_ZIP_CODE	SITUS_UNIT_NUMBER
4975			RIVERSIDE	DR	33067	101
4977			RIVERSIDE	DR	330672893	102
4979			RIVERSIDE	DR	33067	103
4981			RIVERSIDE	DR	33067	104
4983			RIVERSIDE	DR	33067	105
4919			RIVERSIDE	DR	33067	201
4917			RIVERSIDE	DR	33067	202
4915			RIVERSIDE	DR	33067	203
4913			RIVERSIDE	DR	33067	204
4911			RIVERSIDE	DR	33067	205
4909			RIVERSIDE	DR	33067	206
5007			RIVERSIDE	DR	33067	301
5005			RIVERSIDE	DR	330672894	302
5001			RIVERSIDE	DR	33067	303
5003			RIVERSIDE	DR	33067	304
4999			RIVERSIDE	DR	33067	305
4997			RIVERSIDE	DR	330672894	306
4907			RIVERSIDE	DR	33067	401
4905			RIVERSIDE	DR	33067	402
4903			RIVERSIDE	DR	33067	403
4901			RIVERSIDE	DR	33067	404
4995			RIVERSIDE	DR	33067	501
4993			RIVERSIDE	DR	33067	502
4991			RIVERSIDE	DR	33067	503
4989			RIVERSIDE	DR	33067	504
4987			RIVERSIDE	DR	33067	505
4985			RIVERSIDE	DR	33067	506
4931			RIVERSIDE	DR	33067	601
4929			RIVERSIDE	DR	33067	602
4927			RIVERSIDE	DR	33067	603
4925			RIVERSIDE	DR	33067	604
4923			RIVERSIDE	DR	33067	605
4921			RIVERSIDE	DR	33067	606
4943			RIVERSIDE	DR	33067	701
4941			RIVERSIDE	DR	33067	702

4939		RIVERSIDE	DR	33067	703
4937		RIVERSIDE	DR	33067	704
4935		RIVERSIDE	DR	33067	705
4933		RIVERSIDE	DR	33067	706
4963		RIVERSIDE	DR	33067	801
4965		RIVERSIDE	DR	33067	802
4967		RIVERSIDE	DR	33067	803
4969		RIVERSIDE	DR	33067	804
4971		RIVERSIDE	DR	33067	805
4973		RIVERSIDE	DR	33067	806
4953		RIVERSIDE	DR	33067	901
4951		RIVERSIDE	DR	33067	902
4949		RIVERSIDE	DR	33067	903
4947		RIVERSIDE	DR	33067	904
4945		RIVERSIDE	DR	33067	905
4961		RIVERSIDE	DR	33067	1001
4959		RIVERSIDE	DR	33067	1002
4957		RIVERSIDE	DR	33067	1003
4955		RIVERSIDE	DR	33067	1004
8071	NW	44	CT	33065	1-4
8031	NW	44	CT	33065	1-4
8011	NW	44	CT	33065	1-4
8001	NW	44	CT	33065	1-4
7981	NW	44	CT	33065	1-4
7961	NW	44	CT	33065	1-4
7951	NW	44	CT	33065	
7921	NW	44	CT	33065	1-4
7901	NW	44	CT	33065	1-4
7891	NW	44	CT	33065	1-3
7861	7865 NW	44	CT	33065	
7831	7835 NW	44	CT	33065	
7801	NW	44	CT	33065	1-4
4381		RIVERSIDE	DR	33065	
4371		RIVERSIDE	DR	33065	A-D
4351		RIVERSIDE	DR	33065	A-D
4341		RIVERSIDE	DR	33065	A-D
4331		RIVERSIDE	DR	33065	A-D

4321		RIVERSIDE	DR	33065	1-4
4281		RIVERSIDE	DR	33065	1-4
4241		RIVERSIDE	DR	33065	1-4
4201		RIVERSIDE	DR	33065	
4391	NW	80	AVE	33065	
7830	NW	44	CT	33065	1-3
7800	NW	44	CT	33065	1-3
7790	NW	44	CT	33065	1-4
4360	NW	78	AVE	33065	1-4
4300		WOODSIDE	DR	33065	1-3
4117		RIVERSIDE	DR	33065	1-3
4115		RIVERSIDE	DR	33065	1-5
4113		RIVERSIDE	DR	330655927	A-D
4111		RIVERSIDE	DR	33065	A-D
4109		RIVERSIDE	DR	33065	A-D
4107		RIVERSIDE	DR	33065	A,B,C
4105		RIVERSIDE	DR	33065	A-C
4103		RIVERSIDE	DR	33065	1-4
4101		RIVERSIDE	DR	33065	1-4
7730	NW	42	PL	33065	1-4
4000	NW	78	AVE	33065	1-3
4010		WOODSIDE	DR	330651938	1-3
4030	NW	78	AVE	33065	1-4
4040		WOODSIDE	DR	33065	1-3
4050	NW	78	AVE	33065	A-D
4150		WOODSIDE	DR	33065	1-4
4160		WOODSIDE	DR	33065	1-4
7826	NW	40	CT	33065	1-5
7827	NW	40	ST	33065	A-D
4380	4384	RIVERSIDE	DR	33065	
4360		RIVERSIDE	DR	33065	1-4
4340		RIVERSIDE	DR	33065	1-3
4320		RIVERSIDE	DR	33065	1-3
4300		RIVERSIDE	DR	33065	1-4
4280		RIVERSIDE	DR	33065	1-4
4240		RIVERSIDE	DR	33065	1-4
4222		RIVERSIDE	DR	330655937	1-3

4210		RIVERSIDE	DR	33065	1-4
4200		RIVERSIDE	DR	33065	1-4
4118		RIVERSIDE	DR	33065	A-C
4116		RIVERSIDE	DR	33065	1-3
4114		RIVERSIDE	DR	33065	A-C
4112		RIVERSIDE	DR	33065	1-3
4110		RIVERSIDE	DR	33065	1-3
4108		RIVERSIDE	DR	33065	1-3
4106		RIVERSIDE	DR	33065	1-4
4104		RIVERSIDE	DR	33065	1-4
4102		RIVERSIDE	DR	33065	1-4
4100		RIVERSIDE	DR	33065	1-3
4060		RIVERSIDE	DR	33065	1-4
4020		RIVERSIDE	DR	33065	1-4
4000		RIVERSIDE	DR	33065	1-4
3880		RIVERSIDE	DR	33065	1-3
3870		RIVERSIDE	DR	33065	1-3
3760		RIVERSIDE	DR	33065	1-3
3750		RIVERSIDE	DR	33065	1-4
3740		RIVERSIDE	DR	33065	1-3
7826	NW	40	ST	33065	1-4
7827	NW	39	CT	33065	1-4
7801	NW	38	ST	33065	1-3
3880		WOODSIDE	DR	33065	A-D
3890		WOODSIDE	DR	33065	A-D
3901		RIVERSIDE	DR	33065	A-C
3891		RIVERSIDE	DR	33065	A-D
3881		RIVERSIDE	DR	33065	A-D
3871		RIVERSIDE	DR	33065	A-D
3841		RIVERSIDE	DR	33065	A-D
3801		RIVERSIDE	DR	33065	A-D
3791		RIVERSIDE	DR	33065	1-4
3761		RIVERSIDE	DR	33065	1-4
3741		RIVERSIDE	DR	33065	A-C
3701		RIVERSIDE	DR	33065	
3691		RIVERSIDE	DR	33065	1-4
3661		RIVERSIDE	DR	33065	1-4

3631		RIVERSIDE	DR	33065	1-4
3591		RIVERSIDE	DR	33065	1-3
3571	3577	RIVERSIDE	DR	33065	
3551	3559	RIVERSIDE	DR	33065	
8011		NW 35	CT	33065	1-6
7961		NW 35	CT	33065	1-4
7931		NW 35	CT	33065	1-4
7901		NW 35	CT	33065	1-4
7851		NW 35	CT	33065	1-4
7801		NW 35	CT	33065	1-4
3551	3555	NW 78	LN	33065	
3550		WOODSIDE	DR	33065	1-3
3570		WOODSIDE	DR	33065	1-3
3590		WOODSIDE	DR	33065	1-3
3630		WOODSIDE	DR	33065	AC
3660	3664	WOODSIDE	DR	33065	
3690		WOODSIDE	DR	33065	AC
3700		WOODSIDE	DR	33065	AC
3730		WOODSIDE	DR	33065	AC
3760		WOODSIDE	DR	33065	AC
3790		WOODSIDE	DR	33065	AC
3602		RIVERSIDE	DR	33065	AC
3600		RIVERSIDE	DR	33065	AC
3508		RIVERSIDE	DR	33065	AC
3506		RIVERSIDE	DR	33065	1-4
3504		RIVERSIDE	DR	33065	1-4
3502		RIVERSIDE	DR	33065	1-3
3500		RIVERSIDE	DR	33065	1-3
3408		RIVERSIDE	DR	33065	AC
3406		RIVERSIDE	DR	33065	AC
7509		NW 44	CT	33065	1-4
7511		NW 44	CT	33065	1-4
7513		NW 44	CT	33065	1-4
7515		NW 44	CT	33065	5-8
7517		NW 44	CT	33065	A-D
7519		NW 44	CT	33065	1-4
7521		NW 44	CT	33065	1-4

7523	NW	44	CT	33065	1-4
7525	NW	44	CT	33065	1-4
7527	NW	44	CT	33065	1-3
7529	NW	44	CT	33065	1-3
7531	NW	44	CT	33065	1-3
7533	NW	44	CT	33065	
7535	NW	44	CT	33065	1-3
7537	NW	44	CT	33065	1-4
7539	NW	44	CT	33065	
7541	NW	44	CT	33065	1-4
7543	NW	44	CT	330652019	1-3
4101	WOODSIDE	DR	33065	A-B	
4103	WOODSIDE	DR	33065	1-4	
4105	WOODSIDE	DR	33065	1-4	
4107	WOODSIDE	DR	33065	1-4	
4109	WOODSIDE	DR	33065	1-3	
4111	WOODSIDE	DR	330651907	1-3	
4115	WOODSIDE	DR	33065	A-D	
4117	WOODSIDE	DR	33065	1-4	
4119	WOODSIDE	DR	33065	1-4	
4123	WOODSIDE	DR	33065	1-4	
4125	WOODSIDE	DR	33065	1-4	
4127	WOODSIDE	DR	33065	A-D	
4129	NW	78	Ave	33065	A-D
3990	WOODSIDE	DR	330653058	10	
3990	WOODSIDE	DR	33065	11	
3990	WOODSIDE	DR	330653058	12	
3990	WOODSIDE	DR	33065	13	
3990	WOODSIDE	DR	33065	14	
3990	WOODSIDE	DR	330653058	15	
3990	WOODSIDE	DR	330653058	16	
3990	WOODSIDE	DR	33065	17	
3990	WOODSIDE	DR	33065	20	
3990	WOODSIDE	DR	33065	21	
3990	WOODSIDE	DR	330653058	22	
3990	WOODSIDE	DR	330653059	23	
3990	WOODSIDE	DR	33065	24	

3990		WOODSIDE	DR	33065	25
3990		WOODSIDE	DR	330653059	26
3990		WOODSIDE	DR	330653059	27
7985	NW	35	CT	33065	
7983	NW	35	CT	33065	
7981	NW	35	CT	33065	
7900	NW	44	CT	33065	A
7902	NW	44	CT	33065	B
7904	NW	44	CT	33065	C
7920	NW	44	CT	33065	A
7922	NW	44	CT	33065	B
7924	NW	44	CT	33065	C
7993	NW	35	CT	33065	
7991	NW	35	CT	33065	
7989	NW	35	CT	33065	
7987	NW	35	CT	33065	
8303	V	SAMPLE	RD	33065	
8307	V	SAMPLE	RD	33065	
3403	NW	82	AVE	33065	1-4
3401	NW	82	AVE	33065	1-4
8503	NW	35	CT	33065	1-5
8603	NW	35	CT	33065	
8601	NW	35	ST	33065	
8500	NW	35	ST	33065	
8600	NW	35	ST	33065	
8602	NW	35	ST	33065	
8606	NW	35	ST	33065	
8793	NW	35	ST	33065	
8803	NW	35	ST	33065	
8706	NW	35	ST	33065	1-4
8700	NW	35	ST	33065	
8803	V	SAMPLE	RD	33065	
8702	NW	38	DR	33065	1-6
8704	NW	38	DR	33065	1-5
8706	NW	38	DR	33065	1-4
8802	NW	38	DR	33065	1-4
8804	NW	38	DR	33065	1-4

9006		NW	38	DR	330654387	1-4
9010		NW	38	DR	33065	1-4
8701		NW	38	DR	33065	1-3
8701		NW	38	DR	33065	
8700		W	SAMPLE	RD	33067	
8702	8704	W	SAMPLE	RD	33065	
8706	8710	W	SAMPLE	RD	33065	
8800	8810	W	SAMPLE	RD	330654441	
8830	8832	W	SAMPLE	RD	33065	
3591		NW	88	DR	33065	
8960	8966	NW	40	ST	33065	
8930	8936	NW	40	ST	33065	
3810		NW	84	AVE	33065	
8430		NW	40	ST	33065	
8460	8466	NW	40	ST	33065	
8490	8496	NW	40	ST	33065	
8500		NW	40	ST	33065	
8530		NW	40	ST	33065	
8550	8556	NW	40	ST	33065	
8630	8636	NW	40	ST	33065	
8660	8666	NW	40	ST	33065	
8605		NW	35	CT	33065	A
8605		NW	35	CT	33065	B
8605		NW	35	CT	33065	C
8605		NW	35	CT	33065	D
8605		NW	35	CT	33065	E
8605		NW	35	CT	33065	F
8605		NW	35	CT	33065	G
8605		NW	35	CT	33065	H
8605		NW	35	CT	33065	I
8605		NW	35	CT	33065	J
8605		NW	35	CT	33065	K
9012		NW	38	DR	33065	1
9014		NW	38	DR	33065	2
9016		NW	38	DR	33065	3
9018		NW	38	DR	33065	4
9020		NW	38	DR	33065	5

9022	NW	38	DR	33065	6
9024	NW	38	DR	330654304	7
9032	NW	38	DR	33065	8
9030	NW	38	DR	33065	9
9028	NW	38	DR	33065	10
9026	NW	38	DR	33065	11
8996	NW	40	ST	33065	1
8994	NW	40	ST	33065	2
8992	NW	40	ST	33065	3
8990	NW	40	ST	33065	4
9006	NW	40	ST	33065	1
9004	NW	40	ST	33065	2
9002	NW	40	ST	33065	3
9000	NW	40	ST	33065	4
9028	NW	40	ST	33065	1
9026	NW	40	ST	33065	2
9024	NW	40	ST	33065	3
9022	NW	40	ST	33065	4
8904	NW	38	DR	33065	
8908	NW	38	DR	33065	
8912	NW	38	DR	33065	
8916	NW	38	DR	33065	
8920	NW	38	DR	33065	
8924	NW	38	DR	33065	
8928	NW	38	DR	33065	
8932	NW	38	DR	33065	
8305	W	SAMPLE	RD	33065	1
8305	W	SAMPLE	RD	33065	2
8305	W	SAMPLE	RD	33065	3
8305	W	SAMPLE	RD	33065	4
9011	NW	38	DR	33065	1
9011	NW	38	DR	33065	2
9011	NW	38	DR	33065	3
9011	NW	38	DR	33065	4
8604	NW	35	ST	33065	101
8604	NW	35	ST	33065	102
8604	NW	35	ST	33065	103

8604	NW	35	ST	33065	104
8604	NW	35	ST	33065	201
8604	NW	35	ST	33065	202
8604	NW	35	ST	33065	203
8604	NW	35	ST	33065	204
8901	NW	38	DR	33065	101
8901	NW	38	DR	33065	102
8901	NW	38	DR	33065	103
8901	NW	38	DR	33065	104
8901	NW	38	DR	33065	105
8901	NW	38	DR	33065	106
8901	NW	38	DR	33065	107
8901	NW	38	DR	33065	108
8901	NW	38	DR	33065	201
8901	NW	38	DR	33065	202
8901	NW	38	DR	33065	203
8901	NW	38	DR	33065	204
8901	NW	38	DR	33065	205
8901	NW	38	DR	33065	206
8901	NW	38	DR	33065	207
8901	NW	38	DR	33065	208
9159	NW	38	DR	33065	15
9157	NW	38	DR	33065	16
9155	NW	38	DR	33065	17
9153	NW	38	DR	33065	18
9151	NW	38	DR	33065	19
9149	NW	38	DR	33065	20
9147	NW	38	DR	33065	21
9145	NW	38	DR	33065	22
9143	NW	38	DR	33065	23
9141	NW	38	DR	33065	24
9139	NW	38	DR	33065	25
9137	NW	38	DR	33065	26
9135	NW	38	DR	33065	27
9133	NW	38	DR	33065	28
9131	NW	38	DR	33065	29
9129	NW	38	DR	33065	30

9127	NW	38	DR	33065	31
9125	NW	38	DR	33065	32
9123	NW	38	DR	33065	33
9121	NW	38	DR	33065	34
9119	NW	38	DR	33065	35
9117	NW	38	DR	33065	36
9115	NW	38	DR	33065	37
9113	NW	38	DR	33065	38
9111	NW	38	DR	33065	39
9109	NW	38	DR	33065	40
9107	NW	38	DR	33065	41
9105	NW	38	DR	33065	42
9103	NW	38	DR	33065	43
9101	NW	38	DR	33065	44
8701	NW	35	ST	33065	1
8703	NW	35	ST	33065	2
8705	NW	35	ST	33065	3
8707	NW	35	ST	33065	4
8709	NW	35	ST	33065	5
8711	NW	35	ST	33065	6
8713	NW	35	ST	33065	7
8715	NW	35	ST	33065	8
8717	NW	35	ST	33065	9
8911	NW	38	DR	33065	1
8909	NW	38	DR	33065	2
8907	NW	38	DR	33065	3
8905	NW	38	DR	33065	4
8921	NW	38	DR	33065	5
8919	NW	38	DR	33065	6
8917	NW	38	DR	33065	7
8915	NW	38	DR	33065	8
8751	NW	35	ST	33065	B-1
8753	NW	35	ST	33065	B-2
8755	NW	35	ST	33065	B-3
8757	NW	35	ST	33065	B-4
8759	NW	35	ST	33065	B-5
8761	NW	35	ST	33065	B-6

8763	NW	35	ST	33065	B-7
8765	NW	35	ST	33065	B-8
8767	NW	35	ST	33065	B-9
8601	NW	35	CT	33065	A
8599	NW	35	CT	33065	B
8597	NW	35	CT	33065	C
8595	NW	35	CT	33065	D
8593	NW	35	CT	33065	E
8696	NW	38	DR	33065	1
8698	NW	38	DR	33065	2
8700	NW	38	DR	33065	3
8694	NW	38	DR	33065	4
8692	NW	38	DR	33065	5
8730	NW	40	ST	33065	1
8730	NW	40	ST	33065	2
8734	NW	40	ST	33065	3
8736	NW	40	ST	33065	4
9204	NW	38	DR	33065	9204
9206	NW	38	DR	33065	9206
9208	NW	38	DR	33065	9208
9210	NW	38	DR	33065	9210
9212	NW	38	DR	33065	9212
9214	NW	38	DR	33065	9214
9216	NW	38	DR	33065	9216
9218	NW	38	DR	33065	9218
9220	NW	38	DR	33065	9220
9200			HAMPSHIRE	33065	1
9200			HAMPSHIRE	33065	2
9200			HAMPSHIRE	33065	3
9200			HAMPSHIRE	33065	4
9200			HAMPSHIRE	33065	5
9200			HAMPSHIRE	33065	6
9200			HAMPSHIRE	33065	7
9660	NW	35	ST	33065	1-4
9670	NW	35	ST	33065	A
9680	NW	35	ST	33065	A
9690	NW	35	ST	33065	A

9870	9878	NW	35	ST	33065	1-4
10020	10026	NW	36	ST	33065	1-4
10040		NW	36	ST	33065	1-4
10070		NW	36	ST	33065	1-4
10151		NW	35	ST	33065	1-4
10113	10119	NW	35	ST	33065	
10101	10109	NW	35	ST	33065	1-4
10071	10077	NW	35	ST	33065	1-4
10290		NW	36	ST	33065	1-8
10250	10256	NW	36	ST	33065	1-4
10220	10226	NW	36	ST	33065	1-4
10200	10204	NW	36	ST	33065	1-4
10201	10211	NW	35	ST	33065	1-6
10281		NW	35	ST	33065	A-D
10301		NW	35	ST	330652891	1-4
10331		NW	35	ST	33065	A-D
10351	10357	NW	35	ST	330657152	1-4
10371	10379	NW	35	ST	33065	1-4
10391	10395	NW	35	ST	330651218	1-3
3571	3579	NW	104	AVE	33065	1-4
10390		NW	36	ST	33065	1-3
10362	10372	NW	36	ST	33065	1-6
10301		NW	36	ST	33065	1-12
10400	10406	NW	36	ST	33065	
3580	3586	NW	104	AVE	33065	1-4
3463	3495		CORAL SPRINGS	DR	33065	1-9
10241		NW	35	ST	33065	1
10241		NW	35	ST	33065	2
10241		NW	35	ST	33065	3
10241		NW	35	ST	33065	4
10221		NW	35	ST	33065	5
10221		NW	35	ST	33065	6
10221		NW	35	ST	33065	7
10221		NW	35	ST	33065	8
10261		NW	35	ST	33065	9
10261		NW	35	ST	33065	10
10261		NW	35	ST	33065	11

10261	NW	35	ST	33065	12
10131	NW	35	ST	33065	13
10131	NW	35	ST	33065	14
10131	NW	35	ST	33065	15
10131	NW	35	ST	33065	16
4365			CORAL SPRINGS DR	33065	1A
4361			CORAL SPRINGS DR	33065	1B
4357			CORAL SPRINGS DR	33065	1C
4353			CORAL SPRINGS DR	33065	1D
4349			CORAL SPRINGS DR	33065	1E
4345			CORAL SPRINGS DR	33065	1F
4341			CORAL SPRINGS DR	33065	1G
4337			CORAL SPRINGS DR	33065	1H
3450	NW	99	WAY	33065	3450
3452	NW	99	WAY	33065	3452
3454	NW	99	WAY	33065	3454
3456	NW	99	WAY	33065	3456
3458	NW	99	WAY	33065	3458
3460	NW	99	WAY	33065	3460
3462	NW	99	WAY	33065	3462
3464	NW	99	WAY	33065	3464
3466	NW	99	WAY	33065	3466
3468	NW	99	WAY	33065	3468
4101			CORAL SPRINGS DR	33065	B1
4103			CORAL SPRINGS DR	33065	B2
4109			CORAL SPRINGS DR	33065	A3
4111			CORAL SPRINGS DR	33065	C4
4113			CORAL SPRINGS DR	33065	C5
4119			CORAL SPRINGS DR	33065	C6
4121			CORAL SPRINGS DR	33065	A7
4125			CORAL SPRINGS DR	33065	B8
4131			CORAL SPRINGS DR	33065	B9
4333			CORAL SPRINGS DR	33065	2A
4329			CORAL SPRINGS DR	33065	2B
4325			CORAL SPRINGS DR	33065	2C
4321			CORAL SPRINGS DR	33065	2D
4317			CORAL SPRINGS DR	33065	2E

4313	CORAL SPRINGS	DR	33065	2F
4309	CORAL SPRINGS	DR	33065	2G
4305	CORAL SPRINGS	DR	33065	2H
4301	CORAL SPRINGS	DR	33065	2I
4299	CORAL SPRINGS	DR	33065	3A
4297	CORAL SPRINGS	DR	33065	3B
4295	CORAL SPRINGS	DR	33065	3C
4293	CORAL SPRINGS	DR	33065	3D
4291	CORAL SPRINGS	DR	33065	3E
4289	CORAL SPRINGS	DR	33065	3F
4287	CORAL SPRINGS	DR	33065	3G
3601	CORAL SPRINGS	DR	33065	
3603	CORAL SPRINGS	DR	33065	
3605	CORAL SPRINGS	DR	33065	
3607	CORAL SPRINGS	DR	33065	
3609	CORAL SPRINGS	DR	33065	
3611	CORAL SPRINGS	DR	33065	
3613	CORAL SPRINGS	DR	33065	
3615	CORAL SPRINGS	DR	33065	
3617	CORAL SPRINGS	DR	33065	
3619	CORAL SPRINGS	DR	33065	
3621	CORAL SPRINGS	DR	33065	
3623	CORAL SPRINGS	DR	33065	
3625	CORAL SPRINGS	DR	33065	
3627	CORAL SPRINGS	DR	33065	
3629	CORAL SPRINGS	DR	33065	
3631	CORAL SPRINGS	DR	33065	
3633	CORAL SPRINGS	DR	33065	
3635	CORAL SPRINGS	DR	33065	
3637	CORAL SPRINGS	DR	33065	
3639	CORAL SPRINGS	DR	33065	
3641	CORAL SPRINGS	DR	33065	
4285	CORAL SPRINGS	DR	33065	4A
4283	CORAL SPRINGS	DR	33065	4B
4281	CORAL SPRINGS	DR	33065	4C
4279	CORAL SPRINGS	DR	33065	4D
4277	CORAL SPRINGS	DR	33065	4E

4275			CORAL SPRINGS	DR	33065	5A
4273			CORAL SPRINGS	DR	33065	5B
4271			CORAL SPRINGS	DR	33065	5C
4269			CORAL SPRINGS	DR	33065	5D
4267			CORAL SPRINGS	DR	33065	5E
11661	11665	NW	45	ST	33065	1-3
11491	11495	NW	45	ST	33065	1-3
11481	11485	NW	45	ST	33065	1-3
11471	11475	NW	45	ST	33065	1-3
11461	11465	NW	45	ST	33065	1-3
11441	11447	NW	45	ST	33065	1-4
11401	11409	NW	45	ST	33065	1-5
11400	11406	NW	45	ST	33065	1-4
11430	11442	NW	45	ST	33065	1-7
11450	11456	NW	45	ST	33065	1-4
11460	11466	NW	45	ST	33065	
11470	11476	NW	45	ST	33065	
11490	11494	NW	45	ST	33065	
11660		NW	45	ST	33065	1-4
11600	11604	NW	45	ST	33065	1-3
11520	11524	NW	45	ST	33065	1-3
11501	11507	NW	44	ST	33065	1-4
11511	11517	NW	44	ST	33065	1-4
11531	11539	NW	44	ST	33065	1-4
11542	11548	NW	44	ST	33065	1-4
11530	11534	NW	44	ST	33065	1-3
11500	11508	NW	44	ST	33065	1-5
11501	11507	NW	43	CT	33065	1-4
11521	11527	NW	43	CT	33065	1-4
11551	11557	NW	43	CT	33065	1-4
11550	11556	NW	43	CT	33065	1-4
11500	11506	NW	43	CT	33065	1-4
11501	11507	NW	43	ST	330657246	1-4
11531	11535	NW	43	ST	33065	1-3
11530	11536	NW	42	ST	33065	1-4
11500	11506	NW	42	ST	33065	1-4
11501	11507	NW	41	ST	33065	1-4

11531	11539	NW	41	ST	33065	1-3
11561	11565	NW	41	ST	33065	1-3
11461		NW	43	ST	33065	1-3
11415	11421	NW	43	ST	33065	1-4
11401	11411	NW	43	ST	33065	1-4
4291	4299	NW	114	TER	33065	1-5
4271	4277	NW	114	TER	33065	1-4
4241	4245	NW	114	TER	33065	1-3
4231	4235	NW	114	TER	33065	1-3
4221	4225	NW	114	TER	33065	1-3
4161	4167	NW	114	TER	33065	1-4
4131	4137	NW	114	TER	33065	1-4
4101	4109	NW	114	TER	33065	1-4
11430	11436	NW	43	ST	33065	1-4
11420	11426	NW	43	ST	33065	1-4
4280	4286	NW	114	TER	33065	1-4
11440	11450	NW	42	ST	33065	1-6
11430	11434	NW	42	ST	33065	1-3
11441	11445	NW	41	ST	33065	1-3
4100	4106	NW	114	AVE	33065	1-4
4140	4146	NW	114	AVE	33065	1-4
4150	4156	NW	114	AVE	33065	1-4
4181	4187	NW	114	AVE	33065	1-4
4171	4179	NW	114	AVE	33065	1-5
4161	4165	NW	114	AVE	33065	1-3
4141		NW	114	AVE	33065	1-4
4111	4121	NW	114	AVE	33065	1-6
4101	4105	NW	114	AVE	33065	1-3
4091	4097	NW	114	AVE	33065	1-4
4071	4075	NW	114	AVE	33065	1-3
4061	4067	NW	114	AVE	33065	1-4
4051	4057	NW	114	AVE	33065	1-4
3851		NW	110	AVE	33065	N-S
10941	10947	NW	45	ST	33065	1-4
10901	10907	NW	45	ST	33065	1-4
10889	10895	NW	45	ST	33065	1-4
10871	10875	NW	45	ST	33065	1-3

10851	10857	NW	45	ST	33065	1-4
10833	10839	NW	45	ST	33065	
10813	10819	NW	45	ST	33065	
10501	10507	NW	45	ST	33065	1-4
10511	10517	NW	45	ST	33065	1-4
10551		NW	45	ST	33065	1-8
10571		NW	45	ST	330652385	1-3
10601		NW	45	ST	33065	1-4
10621	10627	NW	45	ST	33065	1-4
10641	10647	NW	45	ST	33065	1-4
11380		NW	39	ST	33065	1-3
11410		NW	39	ST	33065	1-4
11430	11434	NW	39	ST	33065	1-3
11440		NW	39	ST	330657202	1-3
11460	11464	NW	39	ST	33065	1-3
11480		NW	39	ST	33065	A-C
11680	11688	NW	39	ST	33065	1-5
3760	3766	NW	116	TER	33065	1-4
3740	3746	NW	116	TER	33065	1-4
3720	3726	NW	116	TER	33065	1-4
3700	3706	NW	116	TER	33065	1-4
3680	3686	NW	116	TER	33065	1-4
3640	3646	NW	116	TER	33065	1-4
3730		NW	115	AVE	33065	1-3
3720	3726	NW	115	AVE	33065	1-4
3711	3717	NW	115	WAY	33065	1-4
3720	3726	NW	115	WAY	33065	1-4
3715	3719	NW	116	TER	33065	1-3
3735		NW	116	TER	33065	1-4
3755		NW	116	TER	33065	1-4
3775		NW	116	TER	33065	1-4
11510	11514	NW	37	ST	33065	1-3
11520	11526	NW	37	ST	33065	1-4
11540	11544	NW	37	ST	33065	1-3
11560	11568	NW	37	ST	33065	1-4
11580	11584	NW	37	ST	33065	1-3
11600	11604	NW	37	ST	33065	1-3

11610	11616	NW	37	ST	33065	1-4
11541	11547	NW	36	ST	33065	1-4
11561	11567	NW	36	ST	33065	1-4
11581	11585	NW	36	ST	33065	1-3
11601	11607	NW	36	ST	33065	1-4
11621	11627	NW	36	ST	33065	1-4
3600	3606	NW	116	TER	33065	1-4
3580	3586	NW	116	TER	33065	1-4
3500	3506	NW	116	TER	33065	1-4
11510	11516	NW	36	ST	33065	1-4
11530		NW	36	ST	33065	1-3
11550	11556	NW	36	ST	33065	1-4
11610	11616	NW	36	ST	33065	1-4
11620	11624	NW	36	ST	33065	1-3
11625	11631	NW	35	CT	33065	
3550	3556	NW	114	LN	33065	1-4
3540	3546	NW	114	LN	33065	1-4
3530	3534	NW	114	LN	33065	1-3
11630	11636	NW	35	CT	33065	1-4
11611	11617	NW	35	ST	33065	
11601	11605	NW	35	ST	33065	1-3
11571	11575	NW	35	ST	33065	1-3
11551	11555	NW	35	ST	330652607	1-3
3502	3512	NW	114	LN	33065	1-6
3615	3621	NW	114	LN	33065	1-4
3605	3609	NW	114	LN	33065	1-3
3565	3569	NW	114	LN	33065	1-3
3545	3549	NW	114	LN	33065	1-3
3525	3531	NW	114	LN	33065	1-4
3501	3507	NW	114	LN	33065	1-4
3520	3526	NW	114	TER	33065	
3530	3536	NW	114	TER	33065	
3540	3544	NW	114	TER	33065	
3541	3547	NW	114	TER	33065	1-4
11350	11356	NW	39	ST	33065	1-4
11640		NW	39	ST	33065	1
11640		NW	39	ST	33065	2

11640	NW	39	ST	33065	3
11640	NW	39	ST	33065	4
11640	NW	39	ST	33065	5
11640	NW	39	ST	33065	6
11640	NW	39	ST	33065	7
11640	NW	39	ST	33065	8
11640	NW	39	ST	33065	9
4200	NW	114	TER	33065	4200
4202	NW	114	TER	33065	02
4204	NW	114	TER	33065	04
4206	NW	114	TER	33065	06
4220	NW	114	TER	33065	20
4222	NW	114	TER	33065	22
4224	NW	114	TER	33065	24
4226	NW	114	TER	33065	26
4240	NW	114	TER	33065	40
4242	NW	114	TER	33065	42
4244	NW	114	TER	33065	44
4246	NW	114	TER	33065	46
4260	NW	114	TER	33065	60
4262	NW	114	TER	33065	62
4264	NW	114	TER	33065	64
4266	NW	114	TER	33065	66
11621	NW	35	CT	33065	A
11619	NW	35	CT	33065	B
11617	NW	35	CT	33065	C
11615	NW	35	CT	33065	D
11637	NW	45	ST	33065	1
11635	NW	45	ST	33065	2
11633	NW	45	ST	33065	3
11631	NW	45	ST	33065	4
4270	NW	114	TER	33065	4270
4272	NW	114	TER	33065	4272
4274	NW	114	TER	33065	4274
11577	NW	41	ST	33065	101
11579	NW	41	ST	33065	102
11581	NW	41	ST	33065	103

11583		NW	41	ST	33065	104
11585		NW	41	ST	330657170	201
11587		NW	41	ST	33065	202
11589		NW	41	ST	33065	203
11591		NW	41	ST	33065	204
11590		NW	45	ST	33065	1
11592		NW	45	ST	33065	2
11594		NW	45	ST	33065	3
11596		NW	45	ST	33065	4
11570		NW	36	ST	33065	
11572		NW	36	ST	33065	
11574		NW	36	ST	33065	
11541		NW	44	ST	33065	1
11543		NW	44	ST	33065	2
11545		NW	44	ST	33065	3
11547		NW	44	ST	33065	4
3187	3281	NW	118	DR	33065	
12302			ROYAL PALM	BLVD	33065	1
12304			ROYAL PALM	BLVD	33065	2
12306			ROYAL PALM	BLVD	33065	3
12308			ROYAL PALM	BLVD	33065	4
12310			ROYAL PALM	BLVD	33065	5
12312			ROYAL PALM	BLVD	33065	6
12314			ROYAL PALM	BLVD	33065	7
12316			ROYAL PALM	BLVD	33065	8
12318			ROYAL PALM	BLVD	33065	9
12320			ROYAL PALM	BLVD	33065	10
12322			ROYAL PALM	BLVD	33065	11
12324			ROYAL PALM	BLVD	33065	12
12326			ROYAL PALM	BLVD	33065	13
12328			ROYAL PALM	BLVD	33065	14
12330			ROYAL PALM	BLVD	33065	15
10675	10687		ROYAL PALM	BLVD	33065	1-7
10825			ROYAL PALM	BLVD	33065	1-8
11181	11195		ROYAL PALM	BLVD	33065	1-8
11000	11098	W	ROYAL PALM	BLVD	33065	
11610	11616	NW	SAMPLE	RD	33065	
			27	CT	33065	1-4

11613	11619	NW	27	CT	33065	1-4
11644	11658	NW	30	ST	33065	1-8
11610	11621	NW	24	CT	33065	
11609	11633	NW	25	ST	33065	
11551	11559	ROYAL PALM	BLVD	33065	1-5	
11625		NW	23	CT	33065	11625
11627		NW	23	CT	33065	11627
11629		NW	23	CT	33065	11629
11631		NW	23	CT	33065	11631
11633		NW	23	CT	33065	11633
11624		NW	30	ST	330653479	1E
11628		NW	30	ST	33065	1W
11601		NW	29	CT	330653466	2E
11603		NW	29	CT	330653466	2W
11600		NW	29	CT	330653466	3E
11602		NW	29	CT	330653466	3W
11601		NW	29	ST	33065	4E
11603		NW	29	ST	330653466	4W
11600		NW	29	ST	330653466	5E
11602		NW	29	ST	330653466	5W
11601		NW	28	ST	330653489	6E
11605		NW	28	ST	330653489	6W
11525		ROYAL PALM	BLVD	33065	1	
11523		ROYAL PALM	BLVD	33065	2	
11527		ROYAL PALM	BLVD	33065	3	
11521		ROYAL PALM	BLVD	33065	4	
10801		ROYAL PALM	BLVD	33065	1	
10803		ROYAL PALM	BLVD	33065	2	
10805		ROYAL PALM	BLVD	33065	3	
10807		ROYAL PALM	BLVD	33065	4	
10809		ROYAL PALM	BLVD	33065	5	
10811		ROYAL PALM	BLVD	33065	6	
10813		ROYAL PALM	BLVD	33065	7	
10815		ROYAL PALM	BLVD	33065	8	
3156		CORAL SPRINGS	DR	330653879	1	
3158		CORAL SPRINGS	DR	330653879	2	
3160		CORAL SPRINGS	DR	33065	3	

3162			CORAL SPRINGS	DR		330653802	4
3164			CORAL SPRINGS	DR		330653879	5
3166			CORAL SPRINGS	DR		33065	6
3168			CORAL SPRINGS	DR		33065	7
3170			CORAL SPRINGS	DR		330653879	8
11620		NW	26	CT		33065	1
11622		NW	26	CT		33065	2
11624		NW	26	CT		33065	3
11626		NW	26	CT		33065	4
11628		NW	26	CT		33065	5
11630		NW	26	CT		33065	6
11632		NW	26	CT		33065	7
11634		NW	26	CT		33065	8
11575			ROYAL PALM	BLVD		33071	11575
11581			ROYAL PALM	BLVD		33071	11581
11573			ROYAL PALM	BLVD		33071	11573
11579			ROYAL PALM	BLVD		33071	11579
11571			ROYAL PALM	BLVD		33071	11571
11577			ROYAL PALM	BLVD		33071	11577
11631			ROYAL PALM	BLVD		33065	11631
11633			ROYAL PALM	BLVD		33065	11633
11635			ROYAL PALM	BLVD		33065	11635
11637			ROYAL PALM	BLVD		33065	11637
11639			ROYAL PALM	BLVD		33065	11639
11641			ROYAL PALM	BLVD		33065	11641
3031	3037	NW	92	AVE		33065	1-4
3011	3017	NW	92	AVE		33065	1-4
2977	2983	NW	92	AVE		33065	1-4
2959	2965	NW	92	AVE		33065	1-4
2935	2941	NW	92	AVE		33065	1-4
3053	3059	NW	92	AVE		33065	1-4
9891	9899	NW	33	ST		33065	
3277			CORAL SPRINGS	DR		330653803	1
3271			CORAL SPRINGS	DR		330653803	2
3267			CORAL SPRINGS	DR		330653803	3
3261			CORAL SPRINGS	DR		330653803	4
3257			CORAL SPRINGS	DR		330653803	5

3251	CORAL SPRINGS	DR	330653803	6
3247	CORAL SPRINGS	DR	330653803	7
3241	CORAL SPRINGS	DR	330653803	8
3237	CORAL SPRINGS	DR	330653803	9
3231	CORAL SPRINGS	DR	330653803	10
3227	CORAL SPRINGS	DR	330653803	11
3221	CORAL SPRINGS	DR	330653803	12
9930	ROYAL PALM	BLVD	330654810	9930
9932	ROYAL PALM	BLVD	330654810	9932
9934	ROYAL PALM	BLVD	330654810	9934
9936	ROYAL PALM	BLVD	330654810	9936
9938	ROYAL PALM	BLVD	330654822	9938
9940	ROYAL PALM	BLVD	330654822	9940
9942	ROYAL PALM	BLVD	330654822	9942
9944	ROYAL PALM	BLVD	330654822	9944
9946	ROYAL PALM	BLVD	330654822	9946
9948	ROYAL PALM	BLVD	330654822	9948
9950	ROYAL PALM	BLVD	330654909	9950
9952	ROYAL PALM	BLVD	330654823	9952
9954	ROYAL PALM	BLVD	330654823	9954
9956	ROYAL PALM	BLVD	330654823	9956
9958	ROYAL PALM	BLVD	330654823	9958
9960	ROYAL PALM	BLVD	330654823	9960
9962	ROYAL PALM	BLVD	330654824	9962
9964	ROYAL PALM	BLVD	330654824	9964
9966	ROYAL PALM	BLVD	330654824	9966
9968	ROYAL PALM	BLVD	330654824	9968
9970	ROYAL PALM	BLVD	330654824	9970
9972	ROYAL PALM	BLVD	330654824	9972
9974	ROYAL PALM	BLVD	330654825	9974
9976	ROYAL PALM	BLVD	330654825	9976
9978	ROYAL PALM	BLVD	330654825	9978
9980	ROYAL PALM	BLVD	330654825	9980
9982	ROYAL PALM	BLVD	330654825	9982
9984	ROYAL PALM	BLVD	330654826	9984
9986	ROYAL PALM	BLVD	330654826	9986
9988	ROYAL PALM	BLVD	330654826	9988

9990		ROYAL PALM	BLVD	330654826	9990
9992		ROYAL PALM	BLVD	330654826	9992
9994		ROYAL PALM	BLVD	330654826	9994
9996		ROYAL PALM	BLVD	330654826	9996
9902		ROYAL PALM	BLVD	330654821	9902
9904		ROYAL PALM	BLVD	330654821	9904
9906		ROYAL PALM	BLVD	330654821	9906
9908		ROYAL PALM	BLVD	330654821	9908
9910		ROYAL PALM	BLVD	330654821	9910
9912		ROYAL PALM	BLVD	330654821	9912
9914		ROYAL PALM	BLVD	330654808	9914
9916		ROYAL PALM	BLVD	33065	9916
9918		ROYAL PALM	BLVD	330654808	9918
9920		ROYAL PALM	BLVD	330654808	9920
9922		ROYAL PALM	BLVD	330654808	9922
9924		ROYAL PALM	BLVD	330654808	9924
9926		ROYAL PALM	BLVD	330654810	9926
9928		ROYAL PALM	BLVD	33065	9928
3061	NW	92	AVE	330651419	1
3063	NW	92	AVE	330651419	2
3065	NW	92	AVE	330651419	3
3067	NW	92	AVE	330651419	4
3069	NW	92	AVE	330651419	5
3071	NW	92	AVE	33065	6
3073	NW	92	AVE	330651419	7
3075	NW	92	AVE	330651419	8
3077	NW	92	AVE	33065	9
3079	NW	92	AVE	33065	10
3081	NW	92	AVE	33065	11
3083	NW	92	AVE	33065	12
3085	NW	92	AVE	33065	14
3087	NW	92	AVE	33065	15
8570	NW	32	ST	33065	1-3
8811	NW	28	DR	330655246	1-1
8811	NW	28	DR	33065	1-2
8811	NW	28	DR	330655246	1-3
8811	NW	28	DR	33065	1-4

8833	NW	28	DR	33065	2-1
8833	NW	28	DR	33065	2-2
8833	NW	28	DR	330655246	2-3
8833	NW	28	DR	330655246	2-4
8855	NW	28	DR	33065	3-1
8855	NW	28	DR	330655266	3-2
8855	NW	28	DR	330655266	3-3
8855	NW	28	DR	330655266	3-4
8877	NW	28	DR	330655266	4-1
8877	NW	28	DR	330655266	4-2
8877	NW	28	DR	330655266	4-3
8877	NW	28	DR	330655266	4-4
2907	NW	89	TER	330655247	5-1
2907	NW	89	TER	330655247	5-2
2907	NW	89	TER	33065	5-3
2907	NW	89	TER	33065	5-4
2933	NW	89	TER	330655247	6-1
2933	NW	89	TER	330655247	6-2
2933	NW	89	TER	330655247	6-3
2933	NW	89	TER	33065	6-4
8880	NW	30	ST	330655273	7-1
8880	NW	30	ST	330655273	7-2
8880	NW	30	ST	330655273	7-3
8880	NW	30	ST	330655273	7-4
8860	NW	30	ST	330655273	8-1
8860	NW	30	ST	330655273	8-2
8860	NW	30	ST	330655273	8-3
8860	NW	30	ST	33065	8-4
8840	NW	30	ST	330655251	9-1
8840	NW	30	ST	330655251	9-2
8840	NW	30	ST	33065	9-3
8840	NW	30	ST	33065	9-4
8820	NW	30	ST	33065	10-1
8820	NW	30	ST	33065	10-2
8820	NW	30	ST	33065	10-3
8820	NW	30	ST	33065	10-4
8800	NW	30	ST	33065	11-1

8800	NW	30	ST	330655224	11-2
8800	NW	30	ST	330655224	11-3
8800	NW	30	ST	330655224	11-4
2914	NW	89	TER	33065	12-1
2914	NW	89	TER	330655270	12-2
2914	NW	89	TER	33065	12-3
2914	NW	89	TER	33065	12-4
2928	NW	89	TER	330655272	13-1
2928	NW	89	TER	330655270	13-2
2928	NW	89	TER	330655270	13-3
2928	NW	89	TER	330655270	13-4
2944	NW	89	TER	330655249	14-1
2944	NW	89	TER	330655249	14-2
2944	NW	89	TER	330655249	14-3
2944	NW	89	TER	33065	14-4
2966	NW	89	TER	330655249	15-1
2966	NW	89	TER	330655249	15-2
2966	NW	89	TER	330655249	15-3
2966	NW	89	TER	330655249	15-4
2988	NW	89	TER	330655250	16-1
2988	NW	89	TER	330655250	16-2
2988	NW	89	TER	330655250	16-3
2988	NW	89	TER	330655250	16-4
8900	W	SAMPLE	RD	33065	101
8900	W	SAMPLE	RD	330654438	102
8900	W	SAMPLE	RD	330654438	103
8900	W	SAMPLE	RD	330654438	104
8900	W	SAMPLE	RD	330654438	105
8900	W	SAMPLE	RD	330654438	106
8900	W	SAMPLE	RD	330654438	107
8900	W	SAMPLE	RD	330654439	201
8900	W	SAMPLE	RD	33065	202
8900	W	SAMPLE	RD	330654439	203
8900	W	SAMPLE	RD	33065	204
8900	W	SAMPLE	RD	330654439	205
8900	W	SAMPLE	RD	33065	206
8900	W	SAMPLE	RD	330654439	207

2522	NW	92	AVE	33065	1
2530	NW	92	AVE	33065	2
2538	NW	92	AVE	33065	3
2546	NW	92	AVE	33065	4
8940	W	SAMPLE	RD	33065	8940
8942	W	SAMPLE	RD	330654435	8942
8944	W	SAMPLE	RD	33065	8947
8946	W	SAMPLE	RD	330654435	8946
8948	W	SAMPLE	RD	330654435	8948
8950	W	SAMPLE	RD	330654331	8950
8952	W	SAMPLE	RD	330654435	8952
8954	W	SAMPLE	RD	330654465	8954
8956	W	SAMPLE	RD	33065	8956
8958	W	SAMPLE	RD	330654435	8958
8960	W	SAMPLE	RD	330654435	8960
8962	W	SAMPLE	RD	330654435	8962
8964	W	SAMPLE	RD	33065	8964
3051		RIVERSIDE	DR	33065	1
3053		RIVERSIDE	DR	33065	2
3055		RIVERSIDE	DR	33065	3
3057		RIVERSIDE	DR	33065	4
3059		RIVERSIDE	DR	33065	5
3061		RIVERSIDE	DR	33065	6
3063		RIVERSIDE	DR	33065	7
3065		RIVERSIDE	DR	33065	8
3067		RIVERSIDE	DR	33065	9
3069		RIVERSIDE	DR	33065	10
3071		RIVERSIDE	DR	33065	11
3073		RIVERSIDE	DR	33065	12
3075		RIVERSIDE	DR	33065	13
3077		RIVERSIDE	DR	33065	14
3079		RIVERSIDE	DR	33065	15
3081		RIVERSIDE	DR	33065	16
3083		RIVERSIDE	DR	33065	17
3085		RIVERSIDE	DR	33065	18
3087		RIVERSIDE	DR	33065	19
3089		RIVERSIDE	DR	33065	20

1491	1499	NW	94	WAY	33071	
1481	1489	NW	94	WAY	33071	
1439	1447	NW	94	WAY	33071	
1851	1857	NW	94	AVE	33071	
1831	1837	NW	94	AVE	33071	
1811	1817	NW	94	AVE	33071	
1791	1797	NW	94	AVE	33071	
1771	1777	NW	94	AVE	33071	
1691		NW	94	AVE	33071	1691
1693		NW	94	AVE	33071	1693
1695		NW	94	AVE	33071	1695
1697		NW	94	AVE	33071	1697
1751		NW	94	AVE	33071	1751
1753		NW	94	AVE	33071	1753
1755		NW	94	AVE	33071	1755
1757		NW	94	AVE	33071	1757
1731		NW	94	AVE	33071	1731
1733		NW	94	AVE	33071	1733
1735		NW	94	AVE	33071	1735
1737		NW	94	AVE	33071	1737
1711		NW	94	AVE	33071	
1713		NW	94	AVE	33071	
1715		NW	94	AVE	33071	
1717		NW	94	AVE	33071	
1671		NW	94	AVE	33071	1671
1673		NW	94	AVE	33071	1673
1675		NW	94	AVE	33071	1675
1677		NW	94	AVE	33071	1677
11435		LAKEVIEW		DR	33071	1B
11437		LAKEVIEW		DR	33071	2B
11439		LAKEVIEW		DR	33071	3B
11441		LAKEVIEW		DR	33071	4B
11443		LAKEVIEW		DR	33071	5B
11445		LAKEVIEW		DR	33071	6B
11447		LAKEVIEW		DR	33071	1A
11449		LAKEVIEW		DR	33071	2A
11451		LAKEVIEW		DR	33071	3A

11453	LAKEVIEW	DR	33071	4A
11455	LAKEVIEW	DR	33071	5A
11457	LAKEVIEW	DR	330716359	6A
11459	LAKEVIEW	DR	330716359	7A
11461	LAKEVIEW	DR	33071	8A
11345	LAKEVIEW	DR	33071	10
11343	LAKEVIEW	DR	330716331	20
11341	LAKEVIEW	DR	330716331	30
11339	LAKEVIEW	DR	33071	40
11337	LAKEVIEW	DR	330716345	50
11335	LAKEVIEW	DR	330716345	60
11333	LAKEVIEW	DR	330716345	70
11319	LAKEVIEW	DR	330716345	1N
11321	LAKEVIEW	DR	330716345	2N
11323	LAKEVIEW	DR	33071	3N
11325	LAKEVIEW	DR	33071	4N
11327	LAKEVIEW	DR	33071	5N
11329	LAKEVIEW	DR	33071	6N
11331	LAKEVIEW	DR	330716345	7N
11423	LAKEVIEW	DR	33071	1-C
11425	LAKEVIEW	DR	330716344	2-C
11427	LAKEVIEW	DR	330716344	3-C
11429	LAKEVIEW	DR	330716344	4-C
11431	LAKEVIEW	DR	330716344	5-C
11433	LAKEVIEW	DR	330716344	6-C
11317	LAKEVIEW	DR	33071	1-M
11315	LAKEVIEW	DR	33071	2-M
11313	LAKEVIEW	DR	330716362	3-M
11311	LAKEVIEW	DR	33071	4-M
11309	LAKEVIEW	DR	330716362	5-M
11307	LAKEVIEW	DR	330716362	6-M
11305	LAKEVIEW	DR	33071	7-M
11303	LAKEVIEW	DR	33071	8-M
11361	LAKEVIEW	DR	330716331	1-P
11359	LAKEVIEW	DR	330716331	2-P
11357	LAKEVIEW	DR	330716331	3-P
11355	LAKEVIEW	DR	330716331	4-P

11353		LAKEVIEW	DR	33071	5-P
11351		LAKEVIEW	DR	330716331	6-P
11349		LAKEVIEW	DR	330716331	7-P
11347		LAKEVIEW	DR	330716331	8-P
11622	NW	19	DR	33071	11622
11624	NW	19	DR	330715778	11624
11626	NW	19	DR	330715778	11626
11628	NW	19	DR	33071	11628
11630	NW	19	DR	33071	11630
11632	NW	19	DR	330715731	11632
11636	NW	19	DR	33071	11636
11638	NW	19	DR	33071	11638
11640	NW	19	DR	330715731	11640
11642	NW	19	DR	33071	11642
11644	NW	19	DR	330715731	11644
11646	NW	19	DR	33071	11646
11648	NW	19	DR	330715731	11648
11650	NW	19	DR	33071	11650
11652	NW	19	DR	33071	11652
11654	NW	19	DR	330715742	11654
11656	NW	19	DR	33071	11656
11658	NW	19	DR	330715742	11658
11660	NW	19	DR	33071	11660
11662	NW	19	DR	33071	11662
11664	NW	19	DR	330715742	11664
11668	NW	19	DR	330715742	11668
11670	NW	19	DR	330715742	
11672	NW	19	DR	33071	11672
11674	NW	19	DR	330715742	11674
11676	NW	19	DR	33071	11676
11678	NW	19	DR	330715743	11678
11680	NW	19	DR	33071	11680
11682	NW	19	DR	330715743	11682
11684	NW	19	DR	330715743	11684
11686	NW	19	DR	330715743	11686
11688	NW	19	DR	330715743	11688
11690	NW	19	DR	330715743	11690

11620	NW	19	DR	33071	11620
11618	NW	19	DR	330715778	11618
11616	NW	19	DR	330715778	11616
11614	NW	19	DR	330715778	11614
11600	NW	19	DR	33071	11600
11602	NW	19	DR	330715778	11602
11604	NW	19	DR	33071	11604
11606	NW	19	DR	330715778	11606
11608	NW	19	DR	330715778	11608
11610	NW	19	DR	33071	11610
11612	NW	19	DR	330715778	11612
11692	NW	19	DR	330715743	11692
11694	NW	19	DR	330715743	11694
11696	NW	19	DR	33071	11696
11698	NW	19	DR	33071	11698
11700	NW	19	DR	33071	11700
11702	NW	19	DR	33071	11702
11704	NW	19	DR	33071	11704
11413	LAKEVIEW	DR	33071	1-D	
11415	LAKEVIEW	DR	330716344	2-D	
11417	LAKEVIEW	DR	330716344	3-D	
11419	LAKEVIEW	DR	33071	4-D	
11421	LAKEVIEW	DR	330716344	5-D	
11401	LAKEVIEW	DR	33071	1-A	
11403	LAKEVIEW	DR	330716344	2-A	
11405	LAKEVIEW	DR	330716344	3-A	
11407	LAKEVIEW	DR	330716344	4-A	
11409	LAKEVIEW	DR	33071	5-A	
11397	LAKEVIEW	DR	33071	6-B	
11399	LAKEVIEW	DR	330716332	7-B	
11389	LAKEVIEW	DR	33071	8-C	
11391	LAKEVIEW	DR	330716332	9-C	
11393	LAKEVIEW	DR	330716332	10-C	
11395	LAKEVIEW	DR	330716332	11-C	
11365	LAKEVIEW	DR	330716332	75-S	
11367	LAKEVIEW	DR	33071	74-S	
11369	LAKEVIEW	DR	33071	71-T	

11371	LAKEVIEW	DR	33071	72-T
11373	LAKEVIEW	DR	33071	73-T
11375	LAKEVIEW	DR	33071	68-U
11377	LAKEVIEW	DR	33071	69-U
11379	LAKEVIEW	DR	33071	70-U
11229	LAKEVIEW	DR	33071	62-R
11231	LAKEVIEW	DR	33071	63-R
11387	LAKEVIEW	DR	330716332	64-R
11385	LAKEVIEW	DR	33071	65-R
11233	LAKEVIEW	DR	330715139	12-D
11235	LAKEVIEW	DR	330715139	13-D
11237	LAKEVIEW	DR	33071	14-D
11219	LAKEVIEW	DR	330716300	57-Q
11221	LAKEVIEW	DR	330716300	58-Q
11223	LAKEVIEW	DR	330716300	59-Q
11225	LAKEVIEW	DR	33071	60-Q
11227	LAKEVIEW	DR	330715139	61-Q
11383	LAKEVIEW	DR	330716332	66-V
11381	LAKEVIEW	DR	330716332	67-V
11239	LAKEVIEW	DR	330715139	15-E
11241	LAKEVIEW	DR	33071	16-E
11243	LAKEVIEW	DR	330715139	17-E
11245	LAKEVIEW	DR	330715139	18-E
11247	LAKEVIEW	DR	33071	19-F
11249	LAKEVIEW	DR	330715126	20-F
11251	LAKEVIEW	DR	33071	21-F
11253	LAKEVIEW	DR	330715126	22-G
11255	LAKEVIEW	DR	33071	23-G
11257	LAKEVIEW	DR	33071	24-G
11203	LAKEVIEW	DR	33071	49-N
11205	LAKEVIEW	DR	330716300	50-N
11207	LAKEVIEW	DR	330716300	51-N
11209	LAKEVIEW	DR	330716300	52-O
11211	LAKEVIEW	DR	330716300	53-O
11213	LAKEVIEW	DR	330716300	54-O
11215	LAKEVIEW	DR	330716300	55-P
11217	LAKEVIEW	DR	330716300	56-P

11259	LAKEVIEW	DR	33071	25-H
11261	LAKEVIEW	DR	330716306	26-H
11263	LAKEVIEW	DR	330716306	27-H
11265	LAKEVIEW	DR	330716306	28-H
11267	LAKEVIEW	DR	33071	29-H
11269	LAKEVIEW	DR	330716306	30-H
11195	LAKEVIEW	DR	330715151	45-M
11197	LAKEVIEW	DR	33071	46-M
11199	LAKEVIEW	DR	33071	47-M
11201	LAKEVIEW	DR	33071	48-M
11271	LAKEVIEW	DR	33071	31-I
11273	LAKEVIEW	DR	330716306	32-I
11275	LAKEVIEW	DR	330716306	33-I
11277	LAKEVIEW	DR	330716306	34-I
11279	LAKEVIEW	DR	330716306	39-K
11281	LAKEVIEW	DR	330716306	40-K
11283	LAKEVIEW	DR	330716306	41-K
11285	LAKEVIEW	DR	33071	35-J
11287	LAKEVIEW	DR	330716357	36-J
11289	LAKEVIEW	DR	330716357	37-J
11291	LAKEVIEW	DR	330716357	38-J
11293	LAKEVIEW	DR	33071	42-L
11295	LAKEVIEW	DR	330716357	43-L
11297	LAKEVIEW	DR	330716357	44-L
11915	GLENMORE	DR	33071	1-1
11913	GLENMORE	DR	33071	2-1
11911	GLENMORE	DR	33071	3-1
11909	GLENMORE	DR	330717806	4-1
11905	GLENMORE	DR	33071	5-1
11907	GLENMORE	DR	33071	6-1
11901	GLENMORE	DR	330717806	7-1
11903	GLENMORE	DR	330717806	8-1
11900	GLENMORE	DR	33071	1-2
11902	GLENMORE	DR	33071	2-2
11904	GLENMORE	DR	33071	3-2
11906	GLENMORE	DR	33071	1-3
11908	GLENMORE	DR	33071	2-3

11910	GLENMORE	DR	330717805	3-3
11912	GLENMORE	DR	33071	1-4
11914	GLENMORE	DR	33071	2-4
11916	GLENMORE	DR	33071	3-4
11918	GLENMORE	DR	33071	4-4
1884	MONTE CARLO	WAY	330717829	1
1880	MONTE CARLO	WAY	330717829	2
1876	MONTE CARLO	WAY	33071	3
1872	MONTE CARLO	WAY	330717829	4
1868	MONTE CARLO	WAY	33071	5
1864	MONTE CARLO	WAY	330717829	6
1860	MONTE CARLO	WAY	330717829	7
1856	MONTE CARLO	WAY	33071	8
1852	MONTE CARLO	WAY	330717829	9
1848	MONTE CARLO	WAY	330717829	10
1844	MONTE CARLO	WAY	33071	11
1840	MONTE CARLO	WAY	33071	12
1836	MONTE CARLO	WAY	330717829	13
1832	MONTE CARLO	WAY	330717829	14
1828	MONTE CARLO	WAY	33071	15
1824	MONTE CARLO	WAY	330717829	16
1820	MONTE CARLO	WAY	33071	17
1816	MONTE CARLO	WAY	330717829	18
1812	MONTE CARLO	WAY	33071	19
1808	MONTE CARLO	WAY	330717829	20
1804	MONTE CARLO	WAY	330717829	21
1800	MONTE CARLO	WAY	330717829	22
1801	MONTE CARLO	WAY	33071	23
1805	MONTE CARLO	WAY	330717829	24
1809	MONTE CARLO	WAY	33071	25
1813	MONTE CARLO	WAY	33071	26
1817	MONTE CARLO	WAY	33071	27
1821	MONTE CARLO	WAY	33071	28
1825	MONTE CARLO	WAY	33071	29
1829	MONTE CARLO	WAY	33071	30
1833	MONTE CARLO	WAY	33071	31
1837	MONTE CARLO	WAY	330717829	32

1841		MONTE CARLO	WAY	330717829	33
1845		MONTE CARLO	WAY	33071	34
1849		MONTE CARLO	WAY	33071	35
1853		MONTE CARLO	WAY	33071	36
1857		MONTE CARLO	WAY	33071	37
1861		MONTE CARLO	WAY	33071	38
12371	NW	10	DR	33071	A-1
12375	NW	10	DR	33071	B-1
12373	NW	10	DR	330717883	C-1
12377	NW	10	DR	33071	D-1
12365	NW	10	DR	33071	A-2
12361	NW	10	DR	330717883	B-2
12367	NW	10	DR	330717883	C-2
12363	NW	10	DR	330717883	D-2
12351	NW	10	DR	330717883	A-3
12355	NW	10	DR	330717883	B-3
12353	NW	10	DR	330717883	C-3
12357	NW	10	DR	330717883	D-3
12345	NW	10	DR	330717883	A-4
12341	NW	10	DR	330717883	B-4
12347	NW	10	DR	33071	C-4
12343	NW	10	DR	330717883	D-4
12331	NW	10	DR	330717883	A-5
12335	NW	10	DR	33071	B-5
12333	NW	10	DR	33071	C-5
12337	NW	10	DR	330717883	D-5
12321	NW	10	DR	330717883	A-6
12325	NW	10	DR	330717883	B-6
12323	NW	10	DR	330717883	C-6
12327	NW	10	DR	33071	D-6
12315	NW	10	DR	330717883	A-7
12311	NW	10	DR	33071	B-7
12317	NW	10	DR	33071	C-7
12313	NW	10	DR	33071	D-7
12314	NW	10	DR	330717882	A-8
12310	NW	10	DR	330717882	B-8
12316	NW	10	DR	330717882	C-8

12312	NW	10	DR	330717882	D-8
12400	NW	10	CT	33071	A-9
12340	NW	10	DR	330717882	B-9
12402	NW	10	CT	330717880	C-9
12342	NW	10	DR	33071	D-9
12406	NW	10	CT	330717880	A-10
12301	NW	10	DR	330717883	B-10
12404	NW	10	CT	330717880	C-10
12303	NW	10	DR	330717883	D-10
12410	NW	10	CT	33071	A-11
12414	NW	10	CT	330717880	B-11
12412	NW	10	CT	330717880	C-11
12416	NW	10	CT	330717880	D-11
12424	NW	10	CT	330717880	A-12
12420	NW	10	CT	330717880	B-12
12426	NW	10	CT	330717880	C-12
12422	NW	10	CT	33071	D-12
12434	NW	10	CT	330717880	A-13
12430	NW	10	CT	33071	B-13
12436	NW	10	CT	33071	C-13
12432	NW	10	CT	33071	D-13
12440	NW	10	CT	330717880	A-14
12444	NW	10	CT	330717880	B-14
12442	NW	10	CT	33071	C-14
12446	NW	10	CT	330717880	D-14
12441	NW	10	CT	33071	A-15
12445	NW	10	CT	330717881	B-15
12443	NW	10	CT	330717881	C-15
12447	NW	10	CT	33071	D-15
10852	CYPRESS GLEN	DR		330718100	10852
10854	CYPRESS GLEN	DR		330718100	10854
10856	CYPRESS GLEN	DR		330718100	10856
10858	CYPRESS GLEN	DR		330718100	10858
10860	CYPRESS GLEN	DR		330718100	10860
10862	CYPRESS GLEN	DR		33071	10862
10864	CYPRESS GLEN	DR		330718100	10864
10866	CYPRESS GLEN	DR		330718160	10866

10849	CYPRESS GLEN	DR	330718100	10849
10851	CYPRESS GLEN	DR	330718100	10851
10853	CYPRESS GLEN	DR	330718100	10853
10855	CYPRESS GLEN	DR	330718100	10855
10857	CYPRESS GLEN	DR	33071	10857
10859	CYPRESS GLEN	DR	330718100	10859
10812	CYPRESS GLEN	DR	330718162	10812
10814	CYPRESS GLEN	DR	330711862	10814
10816	CYPRESS GLEN	DR	330718162	10816
10818	CYPRESS GLEN	DR	330718162	10818
10820	CYPRESS GLEN	DR	33071	10820
10822	CYPRESS GLEN	DR	330718163	10822
10840	CYPRESS GLEN	DR	330718164	10840
10842	CYPRESS GLEN	DR	330718164	10842
10844	CYPRESS GLEN	DR	33071	10844
10846	CYPRESS GLEN	DR	33071	10846
10848	CYPRESS GLEN	DR	33071	10848
10850	CYPRESS GLEN	DR	330718164	10850
10833	CYPRESS GLEN	DR	330718164	10833
10835	CYPRESS GLEN	DR	330718164	10835
10837	CYPRESS GLEN	DR	330718164	10837
10839	CYPRESS GLEN	DR	330718164	10839
10841	CYPRESS GLEN	DR	330718164	10841
10843	CYPRESS GLEN	DR	330718164	10843
10845	CYPRESS GLEN	DR	33071	10845
10847	CYPRESS GLEN	DR	330718100	10847
10800	CYPRESS GLEN	DR	330718161	10800
10802	CYPRESS GLEN	DR	330718161	10802
10804	CYPRESS GLEN	DR	330718161	10804
10806	CYPRESS GLEN	DR	330711861	10806
10808	CYPRESS GLEN	DR	33071	10808
10810	CYPRESS GLEN	DR	33071	10810
10880	CYPRESS GLEN	DR	330718160	10880
10882	CYPRESS GLEN	DR	330718160	10882
10884	CYPRESS GLEN	DR	330718160	10884
10886	CYPRESS GLEN	DR	33071	10886
10888	CYPRESS GLEN	DR	330718160	10888

10890	CYPRESS GLEN	DR	330718160	10890
10892	CYPRESS GLEN	DR	330718160	10892
10894	CYPRESS GLEN	DR	33071	10894
10868	CYPRESS GLEN	DR	330718160	10868
10870	CYPRESS GLEN	DR	330718160	10870
10872	CYPRESS GLEN	DR	330718160	10872
10874	CYPRESS GLEN	DR	330718160	10874
10876	CYPRESS GLEN	DR	330718160	10876
10878	CYPRESS GLEN	DR	330718160	10878
10824	CYPRESS GLEN	DR	33071	10824
10826	CYPRESS GLEN	DR	330718163	10826
10828	CYPRESS GLEN	DR	330718163	10828
10830	CYPRESS GLEN	DR	33071	10830
10832	CYPRESS GLEN	DR	330718164	10832
10834	CYPRESS GLEN	DR	330718164	10834
10836	CYPRESS GLEN	DR	330718164	10836
10838	CYPRESS GLEN	DR	330718164	10838
10801	CYPRESS GLEN	DR	33071	10801
10803	CYPRESS GLEN	DR	330718161	10803
10805	CYPRESS GLEN	DR	330718161	10805
10807	CYPRESS GLEN	DR	330718161	10807
10809	CYPRESS GLEN	DR	33071	10809
10811	CYPRESS GLEN	DR	33071	10811
10813	CYPRESS GLEN	DR	330718162	10813
10815	CYPRESS GLEN	DR	330718162	10815
10831	CYPRESS GLEN	DR	330718163	10831
10829	CYPRESS GLEN	DR	330718163	10829
10827	CYPRESS GLEN	DR	33071	10827
10825	CYPRESS GLEN	DR	330718163	10825
10823	CYPRESS GLEN	DR	330718163	10823
10821	CYPRESS GLEN	DR	33071	10821
10819	CYPRESS GLEN	DR	330718162	10819
10817	CYPRESS GLEN	DR	33071	10817
8408	SHADOW	CT	330717474	1-1
8404	SHADOW	CT	330717474	2-1
8416	SHADOW	CT	330717474	3-1
8412	SHADOW	CT	33071	4-1

8424	SHADOW	CT	33071	1-2
8420	SHADOW	CT	330717475	2-2
8432	SHADOW	CT	33071	3-2
8428	SHADOW	CT	330717475	4-2
8436	SHADOW	CT	330717476	1-3
8440	SHADOW	CT	330717476	2-3
8448	SHADOW	CT	330717413	3-3
8444	SHADOW	CT	33071	4-3
8460	SHADOW	CT	33071	1-4
8456	SHADOW	CT	330717477	2-4
8452	SHADOW	CT	330717477	3-4
8464	SHADOW	CT	330717477	4-4
8468	SHADOW	CT	33071	1-5
8472	SHADOW	CT	33071	2-5
8476	SHADOW	CT	330717478	3-5
8480	SHADOW	CT	330717478	4-5
8479	SHADOW	CT	330717473	1-6
8475	SHADOW	CT	330717473	2-6
8471	SHADOW	CT	330717473	3-6
8467	SHADOW	CT	330717473	4-6
8463	SHADOW	CT	330717472	1-7
8459	SHADOW	CT	330717472	2-7
8455	SHADOW	CT	330717472	3-7
8451	SHADOW	CT	330717472	4-7
8447	SHADOW	CT	330717471	1-8
8443	SHADOW	CT	33071	2-8
8439	SHADOW	CT	33071	3-8
8435	SHADOW	CT	330717471	4-8
8431	SHADOW	CT	330717470	1-9
8427	SHADOW	CT	33071	2-9
8423	SHADOW	CT	33071	3-9
8419	SHADOW	CT	33071	4-9
8415	SHADOW	CT	33071	1-10
8411	SHADOW	CT	330717469	2-10
8407	SHADOW	CT	330717469	3-10
8403	SHADOW	CT	33071	4-10

SITUS_STREET_NUMBER	SITUS_STREET_NUMBER_END	SITUS_STREET_DIRECTION	SITUS_STREET_NAME	SITUS_STREET_TYPE	SITUS_STREET_NUMBER	SITUS_STREET_CODE	SITUS_STREET_NUMBER
4975			RIVERSIDE	DR	33067		101
4977			RIVERSIDE	DR	330672893		102
4979			RIVERSIDE	DR	33067		103
4981			RIVERSIDE	DR	33067		104
4983			RIVERSIDE	DR	33067		105
4919			RIVERSIDE	DR	33067		201
4917			RIVERSIDE	DR	33067		202
4915			RIVERSIDE	DR	33067		203
4913			RIVERSIDE	DR	33067		204
4911			RIVERSIDE	DR	33067		205
4909			RIVERSIDE	DR	33067		206
5007			RIVERSIDE	DR	33067		301
5005			RIVERSIDE	DR	330672894		302
5001			RIVERSIDE	DR	33067		303
5003			RIVERSIDE	DR	33067		304
4999			RIVERSIDE	DR	33067		305
4997			RIVERSIDE	DR	330672894		306
4907			RIVERSIDE	DR	33067		401
4905			RIVERSIDE	DR	33067		402
4903			RIVERSIDE	DR	33067		403
4901			RIVERSIDE	DR	33067		404
4995			RIVERSIDE	DR	33067		501
4993			RIVERSIDE	DR	33067		502
4991			RIVERSIDE	DR	33067		503
4989			RIVERSIDE	DR	33067		504
4987			RIVERSIDE	DR	33067		505
4985			RIVERSIDE	DR	33067		506
4931			RIVERSIDE	DR	33067		601
4929			RIVERSIDE	DR	33067		602
4927			RIVERSIDE	DR	33067		603
4925			RIVERSIDE	DR	33067		604
4923			RIVERSIDE	DR	33067		605
4921			RIVERSIDE	DR	33067		606
4943			RIVERSIDE	DR	33067		701
4941			RIVERSIDE	DR	33067		702

4939		RIVERSIDE	DR	33067	703
4937		RIVERSIDE	DR	33067	704
4935		RIVERSIDE	DR	33067	705
4933		RIVERSIDE	DR	33067	706
4963		RIVERSIDE	DR	33067	801
4965		RIVERSIDE	DR	33067	802
4967		RIVERSIDE	DR	33067	803
4969		RIVERSIDE	DR	33067	804
4971		RIVERSIDE	DR	33067	805
4973		RIVERSIDE	DR	33067	806
4953		RIVERSIDE	DR	33067	901
4951		RIVERSIDE	DR	33067	902
4949		RIVERSIDE	DR	33067	903
4947		RIVERSIDE	DR	33067	904
4945		RIVERSIDE	DR	33067	905
4961		RIVERSIDE	DR	33067	1001
4959		RIVERSIDE	DR	33067	1002
4957		RIVERSIDE	DR	33067	1003
4955		RIVERSIDE	DR	33067	1004
8071	NW	44	CT	33065	1-4
8031	NW	44	CT	33065	1-4
8011	NW	44	CT	33065	1-4
8001	NW	44	CT	33065	1-4
7981	NW	44	CT	33065	1-4
7961	NW	44	CT	33065	1-4
7951	NW	44	CT	33065	
7921	NW	44	CT	33065	1-4
7901	NW	44	CT	33065	1-4
7891	NW	44	CT	33065	1-3
7861	7865 NW	44	CT	33065	
7831	7835 NW	44	CT	33065	
7801	NW	44	CT	33065	1-4
4381		RIVERSIDE	DR	33065	
4371		RIVERSIDE	DR	33065	A-D
4351		RIVERSIDE	DR	33065	A-D
4341		RIVERSIDE	DR	33065	A-D
4331		RIVERSIDE	DR	33065	A-D

4321		RIVERSIDE	DR	33065	1-4
4281		RIVERSIDE	DR	33065	1-4
4241		RIVERSIDE	DR	33065	1-4
4201		RIVERSIDE	DR	33065	
4391	NW	80	AVE	33065	
7830	NW	44	CT	33065	1-3
7800	NW	44	CT	33065	1-3
7790	NW	44	CT	33065	1-4
4360	NW	78	AVE	33065	1-4
4300		WOODSIDE	DR	33065	1-3
4117		RIVERSIDE	DR	33065	1-3
4115		RIVERSIDE	DR	33065	1-5
4113		RIVERSIDE	DR	330655927	A-D
4111		RIVERSIDE	DR	33065	A-D
4109		RIVERSIDE	DR	33065	A-D
4107		RIVERSIDE	DR	33065	A,B,C
4105		RIVERSIDE	DR	33065	A-C
4103		RIVERSIDE	DR	33065	1-4
4101		RIVERSIDE	DR	33065	1-4
7730	NW	42	PL	33065	1-4
4000	NW	78	AVE	33065	1-3
4010		WOODSIDE	DR	330651938	1-3
4030	NW	78	AVE	33065	1-4
4040		WOODSIDE	DR	33065	1-3
4050	NW	78	AVE	33065	A-D
4150		WOODSIDE	DR	33065	1-4
4160		WOODSIDE	DR	33065	1-4
7826	NW	40	CT	33065	1-5
7827	NW	40	ST	33065	A-D
4380	4384	RIVERSIDE	DR	33065	
4360		RIVERSIDE	DR	33065	1-4
4340		RIVERSIDE	DR	33065	1-3
4320		RIVERSIDE	DR	33065	1-3
4300		RIVERSIDE	DR	33065	1-4
4280		RIVERSIDE	DR	33065	1-4
4240		RIVERSIDE	DR	33065	1-4
4222		RIVERSIDE	DR	330655937	1-3

4210	RIVERSIDE	DR	33065	1-4
4200	RIVERSIDE	DR	33065	1-4
4118	RIVERSIDE	DR	33065	A-C
4116	RIVERSIDE	DR	33065	1-3
4114	RIVERSIDE	DR	33065	A-C
4112	RIVERSIDE	DR	33065	1-3
4110	RIVERSIDE	DR	33065	1-3
4108	RIVERSIDE	DR	33065	1-3
4106	RIVERSIDE	DR	33065	1-4
4104	RIVERSIDE	DR	33065	1-4
4102	RIVERSIDE	DR	33065	1-4
4100	RIVERSIDE	DR	33065	1-3
4060	RIVERSIDE	DR	33065	1-4
4020	RIVERSIDE	DR	33065	1-4
4000	RIVERSIDE	DR	33065	1-4
3880	RIVERSIDE	DR	33065	1-3
3870	RIVERSIDE	DR	33065	1-3
3760	RIVERSIDE	DR	33065	1-3
3750	RIVERSIDE	DR	33065	1-4
3740	RIVERSIDE	DR	33065	1-3
7826	NW	40	ST	1-4
7827	NW	39	CT	1-4
7801	NW	38	ST	1-3
3880	WOODSIDE	DR	33065	A-D
3890	WOODSIDE	DR	33065	A-D
3901	RIVERSIDE	DR	33065	A-C
3891	RIVERSIDE	DR	33065	A-D
3881	RIVERSIDE	DR	33065	A-D
3871	RIVERSIDE	DR	33065	A-D
3841	RIVERSIDE	DR	33065	A-D
3801	RIVERSIDE	DR	33065	A-D
3791	RIVERSIDE	DR	33065	1-4
3761	RIVERSIDE	DR	33065	1-4
3741	RIVERSIDE	DR	33065	A-C
3701	RIVERSIDE	DR	33065	
3691	RIVERSIDE	DR	33065	1-4
3661	RIVERSIDE	DR	33065	1-4

3631		RIVERSIDE	DR	33065	1-4
3591		RIVERSIDE	DR	33065	1-3
3571	3577	RIVERSIDE	DR	33065	
3551	3559	RIVERSIDE	DR	33065	
8011		NW 35	CT	33065	1-6
7961		NW 35	CT	33065	1-4
7931		NW 35	CT	33065	1-4
7901		NW 35	CT	33065	1-4
7851		NW 35	CT	33065	1-4
7801		NW 35	CT	33065	1-4
3551	3555	NW 78	LN	33065	
3550		WOODSIDE	DR	33065	1-3
3570		WOODSIDE	DR	33065	1-3
3590		WOODSIDE	DR	33065	1-3
3630		WOODSIDE	DR	33065	AC
3660	3664	WOODSIDE	DR	33065	
3690		WOODSIDE	DR	33065	AC
3700		WOODSIDE	DR	33065	AC
3730		WOODSIDE	DR	33065	AC
3760		WOODSIDE	DR	33065	AC
3790		WOODSIDE	DR	33065	AC
3602		RIVERSIDE	DR	33065	AC
3600		RIVERSIDE	DR	33065	AC
3508		RIVERSIDE	DR	33065	AC
3506		RIVERSIDE	DR	33065	1-4
3504		RIVERSIDE	DR	33065	1-4
3502		RIVERSIDE	DR	33065	1-3
3500		RIVERSIDE	DR	33065	1-3
3408		RIVERSIDE	DR	33065	AC
3406		RIVERSIDE	DR	33065	AC
7509		NW 44	CT	33065	1-4
7511		NW 44	CT	33065	1-4
7513		NW 44	CT	33065	1-4
7515		NW 44	CT	33065	5-8
7517		NW 44	CT	33065	A-D
7519		NW 44	CT	33065	1-4
7521		NW 44	CT	33065	1-4

7523	NW	44	CT	33065	1-4
7525	NW	44	CT	33065	1-4
7527	NW	44	CT	33065	1-3
7529	NW	44	CT	33065	1-3
7531	NW	44	CT	33065	1-3
7533	NW	44	CT	33065	
7535	NW	44	CT	33065	1-3
7537	NW	44	CT	33065	1-4
7539	NW	44	CT	33065	
7541	NW	44	CT	33065	1-4
7543	NW	44	CT	330652019	1-3
4101	WOODSIDE	DR	33065	A-B	
4103	WOODSIDE	DR	33065	1-4	
4105	WOODSIDE	DR	33065	1-4	
4107	WOODSIDE	DR	33065	1-4	
4109	WOODSIDE	DR	33065	1-3	
4111	WOODSIDE	DR	330651907	1-3	
4115	WOODSIDE	DR	33065	A-D	
4117	WOODSIDE	DR	33065	1-4	
4119	WOODSIDE	DR	33065	1-4	
4123	WOODSIDE	DR	33065	1-4	
4125	WOODSIDE	DR	33065	1-4	
4127	WOODSIDE	DR	33065	A-D	
4129	NW	78	AVE	33065	A-D
3990	WOODSIDE	DR	330653058	10	
3990	WOODSIDE	DR	33065	11	
3990	WOODSIDE	DR	330653058	12	
3990	WOODSIDE	DR	33065	13	
3990	WOODSIDE	DR	33065	14	
3990	WOODSIDE	DR	330653058	15	
3990	WOODSIDE	DR	330653058	16	
3990	WOODSIDE	DR	33065	17	
3990	WOODSIDE	DR	33065	20	
3990	WOODSIDE	DR	33065	21	
3990	WOODSIDE	DR	330653058	22	
3990	WOODSIDE	DR	330653059	23	
3990	WOODSIDE	DR	33065	24	

3990		WOODSIDE	DR	33065	25
3990		WOODSIDE	DR	330653059	26
3990		WOODSIDE	DR	330653059	27
7985	NW	35	CT	33065	
7983	NW	35	CT	33065	
7981	NW	35	CT	33065	
7900	NW	44	CT	33065	A
7902	NW	44	CT	33065	B
7904	NW	44	CT	33065	C
7920	NW	44	CT	33065	A
7922	NW	44	CT	33065	B
7924	NW	44	CT	33065	C
7993	NW	35	CT	33065	
7991	NW	35	CT	33065	
7989	NW	35	CT	33065	
7987	NW	35	CT	33065	
8303	V	SAMPLE	RD	33065	
8307	V	SAMPLE	RD	33065	
3403	NW	82	AVE	33065	1-4
3401	NW	82	AVE	33065	1-4
8503	NW	35	CT	33065	1-5
8603	NW	35	CT	33065	
8601	NW	35	ST	33065	
8500	NW	35	ST	33065	
8600	NW	35	ST	33065	
8602	NW	35	ST	33065	
8606	NW	35	ST	33065	
8793	NW	35	ST	33065	
8803	NW	35	ST	33065	
8706	NW	35	ST	33065	1-4
8700	NW	35	ST	33065	
8803	V	SAMPLE	RD	33065	
8702	NW	38	DR	33065	1-6
8704	NW	38	DR	33065	1-5
8706	NW	38	DR	33065	1-4
8802	NW	38	DR	33065	1-4
8804	NW	38	DR	33065	1-4

9006		NW	38	DR	330654387	1-4
9010		NW	38	DR	33065	1-4
8701		NW	38	DR	33065	1-3
8701		NW	38	DR	33065	
8700		W	SAMPLE	RD	33067	
8702	8704	W	SAMPLE	RD	33065	
8706	8710	W	SAMPLE	RD	33065	
8800	8810	W	SAMPLE	RD	330654441	
8830	8832	W	SAMPLE	RD	33065	
3591		NW	88	DR	33065	
8960	8966	NW	40	ST	33065	
8930	8936	NW	40	ST	33065	
3810		NW	84	AVE	33065	
8430		NW	40	ST	33065	
8460	8466	NW	40	ST	33065	
8490	8496	NW	40	ST	33065	
8500		NW	40	ST	33065	
8530		NW	40	ST	33065	
8550	8556	NW	40	ST	33065	
8630	8636	NW	40	ST	33065	
8660	8666	NW	40	ST	33065	
8605		NW	35	CT	33065	A
8605		NW	35	CT	33065	B
8605		NW	35	CT	33065	C
8605		NW	35	CT	33065	D
8605		NW	35	CT	33065	E
8605		NW	35	CT	33065	F
8605		NW	35	CT	33065	G
8605		NW	35	CT	33065	H
8605		NW	35	CT	33065	I
8605		NW	35	CT	33065	J
8605		NW	35	CT	33065	K
9012		NW	38	DR	33065	1
9014		NW	38	DR	33065	2
9016		NW	38	DR	33065	3
9018		NW	38	DR	33065	4
9020		NW	38	DR	33065	5

9022	NW	38	DR	33065	6
9024	NW	38	DR	330654304	7
9032	NW	38	DR	33065	8
9030	NW	38	DR	33065	9
9028	NW	38	DR	33065	10
9026	NW	38	DR	33065	11
8996	NW	40	ST	33065	1
8994	NW	40	ST	33065	2
8992	NW	40	ST	33065	3
8990	NW	40	ST	33065	4
9006	NW	40	ST	33065	1
9004	NW	40	ST	33065	2
9002	NW	40	ST	33065	3
9000	NW	40	ST	33065	4
9028	NW	40	ST	33065	1
9026	NW	40	ST	33065	2
9024	NW	40	ST	33065	3
9022	NW	40	ST	33065	4
8904	NW	38	DR	33065	
8908	NW	38	DR	33065	
8912	NW	38	DR	33065	
8916	NW	38	DR	33065	
8920	NW	38	DR	33065	
8924	NW	38	DR	33065	
8928	NW	38	DR	33065	
8932	NW	38	DR	33065	
8305	W	SAMPLE	RD	33065	1
8305	W	SAMPLE	RD	33065	2
8305	W	SAMPLE	RD	33065	3
8305	W	SAMPLE	RD	33065	4
9011	NW	38	DR	33065	1
9011	NW	38	DR	33065	2
9011	NW	38	DR	33065	3
9011	NW	38	DR	33065	4
8604	NW	35	ST	33065	101
8604	NW	35	ST	33065	102
8604	NW	35	ST	33065	103

8604	NW	35	ST	33065	104
8604	NW	35	ST	33065	201
8604	NW	35	ST	33065	202
8604	NW	35	ST	33065	203
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8901	NW	38	DR	33065	101
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8901	NW	38	DR	33065	105
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8901	NW	38	DR	33065	107
8901	NW	38	DR	33065	108
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8901	NW	38	DR	33065	206
8901	NW	38	DR	33065	207
8901	NW	38	DR	33065	208
9159	NW	38	DR	33065	15
9157	NW	38	DR	33065	16
9155	NW	38	DR	33065	17
9153	NW	38	DR	33065	18
9151	NW	38	DR	33065	19
9149	NW	38	DR	33065	20
9147	NW	38	DR	33065	21
9145	NW	38	DR	33065	22
9143	NW	38	DR	33065	23
9141	NW	38	DR	33065	24
9139	NW	38	DR	33065	25
9137	NW	38	DR	33065	26
9135	NW	38	DR	33065	27
9133	NW	38	DR	33065	28
9131	NW	38	DR	33065	29
9129	NW	38	DR	33065	30

9127	NW	38	DR	33065	31
9125	NW	38	DR	33065	32
9123	NW	38	DR	33065	33
9121	NW	38	DR	33065	34
9119	NW	38	DR	33065	35
9117	NW	38	DR	33065	36
9115	NW	38	DR	33065	37
9113	NW	38	DR	33065	38
9111	NW	38	DR	33065	39
9109	NW	38	DR	33065	40
9107	NW	38	DR	33065	41
9105	NW	38	DR	33065	42
9103	NW	38	DR	33065	43
9101	NW	38	DR	33065	44
8701	NW	35	ST	33065	1
8703	NW	35	ST	33065	2
8705	NW	35	ST	33065	3
8707	NW	35	ST	33065	4
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8713	NW	35	ST	33065	7
8715	NW	35	ST	33065	8
8717	NW	35	ST	33065	9
8911	NW	38	DR	33065	1
8909	NW	38	DR	33065	2
8907	NW	38	DR	33065	3
8905	NW	38	DR	33065	4
8921	NW	38	DR	33065	5
8919	NW	38	DR	33065	6
8917	NW	38	DR	33065	7
8915	NW	38	DR	33065	8
8751	NW	35	ST	33065	B-1
8753	NW	35	ST	33065	B-2
8755	NW	35	ST	33065	B-3
8757	NW	35	ST	33065	B-4
8759	NW	35	ST	33065	B-5
8761	NW	35	ST	33065	B-6

8763	NW	35	ST	33065	B-7
8765	NW	35	ST	33065	B-8
8767	NW	35	ST	33065	B-9
8601	NW	35	CT	33065	A
8599	NW	35	CT	33065	B
8597	NW	35	CT	33065	C
8595	NW	35	CT	33065	D
8593	NW	35	CT	33065	E
8696	NW	38	DR	33065	1
8698	NW	38	DR	33065	2
8700	NW	38	DR	33065	3
8694	NW	38	DR	33065	4
8692	NW	38	DR	33065	5
8730	NW	40	ST	33065	1
8730	NW	40	ST	33065	2
8734	NW	40	ST	33065	3
8736	NW	40	ST	33065	4
9204	NW	38	DR	33065	9204
9206	NW	38	DR	33065	9206
9208	NW	38	DR	33065	9208
9210	NW	38	DR	33065	9210
9212	NW	38	DR	33065	9212
9214	NW	38	DR	33065	9214
9216	NW	38	DR	33065	9216
9218	NW	38	DR	33065	9218
9220	NW	38	DR	33065	9220
9200			HAMPSHIRE	33065	1
9200			HAMPSHIRE	33065	2
9200			HAMPSHIRE	33065	3
9200			HAMPSHIRE	33065	4
9200			HAMPSHIRE	33065	5
9200			HAMPSHIRE	33065	6
9200			HAMPSHIRE	33065	7
9660	NW	35	ST	33065	1-4
9670	NW	35	ST	33065	A
9680	NW	35	ST	33065	A
9690	NW	35	ST	33065	A

9870	9878	NW	35	ST	33065	1-4
10020	10026	NW	36	ST	33065	1-4
10040		NW	36	ST	33065	1-4
10070		NW	36	ST	33065	1-4
10151		NW	35	ST	33065	1-4
10113	10119	NW	35	ST	33065	
10101	10109	NW	35	ST	33065	1-4
10071	10077	NW	35	ST	33065	1-4
10290		NW	36	ST	33065	1-8
10250	10256	NW	36	ST	33065	1-4
10220	10226	NW	36	ST	33065	1-4
10200	10204	NW	36	ST	33065	1-4
10201	10211	NW	35	ST	33065	1-6
10281		NW	35	ST	33065	A-D
10301		NW	35	ST	330652891	1-4
10331		NW	35	ST	33065	A-D
10351	10357	NW	35	ST	330657152	1-4
10371	10379	NW	35	ST	33065	1-4
10391	10395	NW	35	ST	330651218	1-3
3571	3579	NW	104	AVE	33065	1-4
10390		NW	36	ST	33065	1-3
10362	10372	NW	36	ST	33065	1-6
10301		NW	36	ST	33065	1-12
10400	10406	NW	36	ST	33065	
3580	3586	NW	104	AVE	33065	1-4
3463	3495		CORAL SPRINGS	DR	33065	1-9
10241		NW	35	ST	33065	1
10241		NW	35	ST	33065	2
10241		NW	35	ST	33065	3
10241		NW	35	ST	33065	4
10221		NW	35	ST	33065	5
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10221		NW	35	ST	33065	8
10261		NW	35	ST	33065	9
10261		NW	35	ST	33065	10
10261		NW	35	ST	33065	11

10261	NW	35	ST	33065	12
10131	NW	35	ST	33065	13
10131	NW	35	ST	33065	14
10131	NW	35	ST	33065	15
10131	NW	35	ST	33065	16
4365			CORAL SPRINGS DR	33065	1A
4361			CORAL SPRINGS DR	33065	1B
4357			CORAL SPRINGS DR	33065	1C
4353			CORAL SPRINGS DR	33065	1D
4349			CORAL SPRINGS DR	33065	1E
4345			CORAL SPRINGS DR	33065	1F
4341			CORAL SPRINGS DR	33065	1G
4337			CORAL SPRINGS DR	33065	1H
3450	NW	99	WAY	33065	3450
3452	NW	99	WAY	33065	3452
3454	NW	99	WAY	33065	3454
3456	NW	99	WAY	33065	3456
3458	NW	99	WAY	33065	3458
3460	NW	99	WAY	33065	3460
3462	NW	99	WAY	33065	3462
3464	NW	99	WAY	33065	3464
3466	NW	99	WAY	33065	3466
3468	NW	99	WAY	33065	3468
4101			CORAL SPRINGS DR	33065	B1
4103			CORAL SPRINGS DR	33065	B2
4109			CORAL SPRINGS DR	33065	A3
4111			CORAL SPRINGS DR	33065	C4
4113			CORAL SPRINGS DR	33065	C5
4119			CORAL SPRINGS DR	33065	C6
4121			CORAL SPRINGS DR	33065	A7
4125			CORAL SPRINGS DR	33065	B8
4131			CORAL SPRINGS DR	33065	B9
4333			CORAL SPRINGS DR	33065	2A
4329			CORAL SPRINGS DR	33065	2B
4325			CORAL SPRINGS DR	33065	2C
4321			CORAL SPRINGS DR	33065	2D
4317			CORAL SPRINGS DR	33065	2E

4313	CORAL SPRINGS	DR	33065	2F
4309	CORAL SPRINGS	DR	33065	2G
4305	CORAL SPRINGS	DR	33065	2H
4301	CORAL SPRINGS	DR	33065	2I
4299	CORAL SPRINGS	DR	33065	3A
4297	CORAL SPRINGS	DR	33065	3B
4295	CORAL SPRINGS	DR	33065	3C
4293	CORAL SPRINGS	DR	33065	3D
4291	CORAL SPRINGS	DR	33065	3E
4289	CORAL SPRINGS	DR	33065	3F
4287	CORAL SPRINGS	DR	33065	3G
3601	CORAL SPRINGS	DR	33065	
3603	CORAL SPRINGS	DR	33065	
3605	CORAL SPRINGS	DR	33065	
3607	CORAL SPRINGS	DR	33065	
3609	CORAL SPRINGS	DR	33065	
3611	CORAL SPRINGS	DR	33065	
3613	CORAL SPRINGS	DR	33065	
3615	CORAL SPRINGS	DR	33065	
3617	CORAL SPRINGS	DR	33065	
3619	CORAL SPRINGS	DR	33065	
3621	CORAL SPRINGS	DR	33065	
3623	CORAL SPRINGS	DR	33065	
3625	CORAL SPRINGS	DR	33065	
3627	CORAL SPRINGS	DR	33065	
3629	CORAL SPRINGS	DR	33065	
3631	CORAL SPRINGS	DR	33065	
3633	CORAL SPRINGS	DR	33065	
3635	CORAL SPRINGS	DR	33065	
3637	CORAL SPRINGS	DR	33065	
3639	CORAL SPRINGS	DR	33065	
3641	CORAL SPRINGS	DR	33065	
4285	CORAL SPRINGS	DR	33065	4A
4283	CORAL SPRINGS	DR	33065	4B
4281	CORAL SPRINGS	DR	33065	4C
4279	CORAL SPRINGS	DR	33065	4D
4277	CORAL SPRINGS	DR	33065	4E

4275			CORAL SPRINGS	DR	33065	5A
4273			CORAL SPRINGS	DR	33065	5B
4271			CORAL SPRINGS	DR	33065	5C
4269			CORAL SPRINGS	DR	33065	5D
4267			CORAL SPRINGS	DR	33065	5E
11661	11665	NW	45	ST	33065	1-3
11491	11495	NW	45	ST	33065	1-3
11481	11485	NW	45	ST	33065	1-3
11471	11475	NW	45	ST	33065	1-3
11461	11465	NW	45	ST	33065	1-3
11441	11447	NW	45	ST	33065	1-4
11401	11409	NW	45	ST	33065	1-5
11400	11406	NW	45	ST	33065	1-4
11430	11442	NW	45	ST	33065	1-7
11450	11456	NW	45	ST	33065	1-4
11460	11466	NW	45	ST	33065	
11470	11476	NW	45	ST	33065	
11490	11494	NW	45	ST	33065	
11660		NW	45	ST	33065	1-4
11600	11604	NW	45	ST	33065	1-3
11520	11524	NW	45	ST	33065	1-3
11501	11507	NW	44	ST	33065	1-4
11511	11517	NW	44	ST	33065	1-4
11531	11539	NW	44	ST	33065	1-4
11542	11548	NW	44	ST	33065	1-4
11530	11534	NW	44	ST	33065	1-3
11500	11508	NW	44	ST	33065	1-5
11501	11507	NW	43	CT	33065	1-4
11521	11527	NW	43	CT	33065	1-4
11551	11557	NW	43	CT	33065	1-4
11550	11556	NW	43	CT	33065	1-4
11500	11506	NW	43	CT	33065	1-4
11501	11507	NW	43	ST	33065/246	1-4
11531	11535	NW	43	ST	33065	1-3
11530	11536	NW	42	ST	33065	1-4
11500	11506	NW	42	ST	33065	1-4
11501	11507	NW	41	ST	33065	1-4

11531	11539	NW	41	ST	33065	1-3
11561	11565	NW	41	ST	33065	1-3
11461		NW	43	ST	33065	1-3
11415	11421	NW	43	ST	33065	1-4
11401	11411	NW	43	ST	33065	1-4
4291	4299	NW	114	TER	33065	1-5
4271	4277	NW	114	TER	33065	1-4
4241	4245	NW	114	TER	33065	1-3
4231	4235	NW	114	TER	33065	1-3
4221	4225	NW	114	TER	33065	1-3
4161	4167	NW	114	TER	33065	1-4
4131	4137	NW	114	TER	33065	1-4
4101	4109	NW	114	TER	33065	1-4
11430	11436	NW	43	ST	33065	1-4
11420	11426	NW	43	ST	33065	1-4
4280	4286	NW	114	TER	33065	1-4
11440	11450	NW	42	ST	33065	1-6
11430	11434	NW	42	ST	33065	1-3
11441	11445	NW	41	ST	33065	1-3
4100	4106	NW	114	AVE	33065	1-4
4140	4146	NW	114	AVE	33065	1-4
4150	4156	NW	114	AVE	33065	1-4
4181	4187	NW	114	AVE	33065	1-4
4171	4179	NW	114	AVE	33065	1-5
4161	4165	NW	114	AVE	33065	1-3
4141		NW	114	AVE	33065	1-4
4111	4121	NW	114	AVE	33065	1-6
4101	4105	NW	114	AVE	33065	1-3
4091	4097	NW	114	AVE	33065	1-4
4071	4075	NW	114	AVE	33065	1-3
4061	4067	NW	114	AVE	33065	1-4
4051	4057	NW	114	AVE	33065	1-4
3851		NW	110	AVE	33065	N-S
10941	10947	NW	45	ST	33065	1-4
10901	10907	NW	45	ST	33065	1-4
10889	10895	NW	45	ST	33065	1-4
10871	10875	NW	45	ST	33065	1-3

10851	10857	NW	45	ST	33065	1-4
10833	10839	NW	45	ST	33065	
10813	10819	NW	45	ST	33065	
10501	10507	NW	45	ST	33065	1-4
10511	10517	NW	45	ST	33065	1-4
10551		NW	45	ST	33065	1-8
10571		NW	45	ST	330652385	1-3
10601		NW	45	ST	33065	1-4
10621	10627	NW	45	ST	33065	1-4
10641	10647	NW	45	ST	33065	1-4
11380		NW	39	ST	33065	1-3
11410		NW	39	ST	33065	1-4
11430	11434	NW	39	ST	33065	1-3
11440		NW	39	ST	330657202	1-3
11460	11464	NW	39	ST	33065	1-3
11480		NW	39	ST	33065	A-C
11680	11688	NW	39	ST	33065	1-5
3760	3766	NW	116	TER	33065	1-4
3740	3746	NW	116	TER	33065	1-4
3720	3726	NW	116	TER	33065	1-4
3700	3706	NW	116	TER	33065	1-4
3680	3686	NW	116	TER	33065	1-4
3640	3646	NW	116	TER	33065	1-4
3730		NW	115	AVE	33065	1-3
3720	3726	NW	115	AVE	33065	1-4
3711	3717	NW	115	WAY	33065	1-4
3720	3726	NW	115	WAY	33065	1-4
3715	3719	NW	116	TER	33065	1-3
3735		NW	116	TER	33065	1-4
3755		NW	116	TER	33065	1-4
3775		NW	116	TER	33065	1-4
11510	11514	NW	37	ST	33065	1-3
11520	11526	NW	37	ST	33065	1-4
11540	11544	NW	37	ST	33065	1-3
11560	11568	NW	37	ST	33065	1-4
11580	11584	NW	37	ST	33065	1-3
11600	11604	NW	37	ST	33065	1-3

11610	11616	NW	37	ST	33065	1-4
11541	11547	NW	36	ST	33065	1-4
11561	11567	NW	36	ST	33065	1-4
11581	11585	NW	36	ST	33065	1-3
11601	11607	NW	36	ST	33065	1-4
11621	11627	NW	36	ST	33065	1-4
3600	3606	NW	116	TER	33065	1-4
3580	3586	NW	116	TER	33065	1-4
3500	3506	NW	116	TER	33065	1-4
11510	11516	NW	36	ST	33065	1-4
11530		NW	36	ST	33065	1-3
11550	11556	NW	36	ST	33065	1-4
11610	11616	NW	36	ST	33065	1-4
11620	11624	NW	36	ST	33065	1-3
11625	11631	NW	35	CT	33065	
3550	3556	NW	114	LN	33065	1-4
3540	3546	NW	114	LN	33065	1-4
3530	3534	NW	114	LN	33065	1-3
11630	11636	NW	35	CT	33065	1-4
11611	11617	NW	35	ST	33065	
11601	11605	NW	35	ST	33065	1-3
11571	11575	NW	35	ST	33065	1-3
11551	11555	NW	35	ST	330652607	1-3
3502	3512	NW	114	LN	33065	1-6
3615	3621	NW	114	LN	33065	1-4
3605	3609	NW	114	LN	33065	1-3
3565	3569	NW	114	LN	33065	1-3
3545	3549	NW	114	LN	33065	1-3
3525	3531	NW	114	LN	33065	1-4
3501	3507	NW	114	LN	33065	1-4
3520	3526	NW	114	TER	33065	
3530	3536	NW	114	TER	33065	
3540	3544	NW	114	TER	33065	
3541	3547	NW	114	TER	33065	1-4
11350	11356	NW	39	ST	33065	1-4
11640		NW	39	ST	33065	1
11640		NW	39	ST	33065	2

11640	NW	39	ST	33065	3
11640	NW	39	ST	33065	4
11640	NW	39	ST	33065	5
11640	NW	39	ST	33065	6
11640	NW	39	ST	33065	7
11640	NW	39	ST	33065	8
11640	NW	39	ST	33065	9
4200	NW	114	TER	33065	4200
4202	NW	114	TER	33065	02
4204	NW	114	TER	33065	04
4206	NW	114	TER	33065	06
4220	NW	114	TER	33065	20
4222	NW	114	TER	33065	22
4224	NW	114	TER	33065	24
4226	NW	114	TER	33065	26
4240	NW	114	TER	33065	40
4242	NW	114	TER	33065	42
4244	NW	114	TER	33065	44
4246	NW	114	TER	33065	46
4260	NW	114	TER	33065	60
4262	NW	114	TER	33065	62
4264	NW	114	TER	33065	64
4266	NW	114	TER	33065	66
11621	NW	35	CT	33065	A
11619	NW	35	CT	33065	B
11617	NW	35	CT	33065	C
11615	NW	35	CT	33065	D
11637	NW	45	ST	33065	1
11635	NW	45	ST	33065	2
11633	NW	45	ST	33065	3
11631	NW	45	ST	33065	4
4270	NW	114	TER	33065	4270
4272	NW	114	TER	33065	4272
4274	NW	114	TER	33065	4274
11577	NW	41	ST	33065	101
11579	NW	41	ST	33065	102
11581	NW	41	ST	33065	103

11583		NW	41	ST	33065	104
11585		NW	41	ST	330657170	201
11587		NW	41	ST	33065	202
11589		NW	41	ST	33065	203
11591		NW	41	ST	33065	204
11590		NW	45	ST	33065	1
11592		NW	45	ST	33065	2
11594		NW	45	ST	33065	3
11596		NW	45	ST	33065	4
11570		NW	36	ST	33065	
11572		NW	36	ST	33065	
11574		NW	36	ST	33065	
11541		NW	44	ST	33065	1
11543		NW	44	ST	33065	2
11545		NW	44	ST	33065	3
11547		NW	44	ST	33065	4
3187	3281	NW	118	DR	33065	
12302			ROYAL PALM	BLVD	33065	1
12304			ROYAL PALM	BLVD	33065	2
12306			ROYAL PALM	BLVD	33065	3
12308			ROYAL PALM	BLVD	33065	4
12310			ROYAL PALM	BLVD	33065	5
12312			ROYAL PALM	BLVD	33065	6
12314			ROYAL PALM	BLVD	33065	7
12316			ROYAL PALM	BLVD	33065	8
12318			ROYAL PALM	BLVD	33065	9
12320			ROYAL PALM	BLVD	33065	10
12322			ROYAL PALM	BLVD	33065	11
12324			ROYAL PALM	BLVD	33065	12
12326			ROYAL PALM	BLVD	33065	13
12328			ROYAL PALM	BLVD	33065	14
12330			ROYAL PALM	BLVD	33065	15
10675	10687		ROYAL PALM	BLVD	33065	1-7
10825			ROYAL PALM	BLVD	33065	1-8
11181	11195		ROYAL PALM	BLVD	33065	1-8
11000	11098	W	ROYAL PALM	BLVD	33065	
11610	11616	NW	SAMPLE	RD	33065	
			27	CT	33065	1-4

11613	11619	NW	27	CT	33065	1-4
11644	11658	NW	30	ST	33065	1-8
11610	11621	NW	24	CT	33065	
11609	11633	NW	25	ST	33065	
11551	11559		ROYAL PALM	BLVD	33065	1-5
11625		NW	23	CT	33065	11625
11627		NW	23	CT	33065	11627
11629		NW	23	CT	33065	11629
11631		NW	23	CT	33065	11631
11633		NW	23	CT	33065	11633
11624		NW	30	ST	330653479	1E
11628		NW	30	ST	33065	1W
11601		NW	29	CT	330653466	2E
11603		NW	29	CT	330653466	2W
11600		NW	29	CT	330653466	3E
11602		NW	29	CT	330653466	3W
11601		NW	29	ST	33065	4E
11603		NW	29	ST	330653466	4W
11600		NW	29	ST	330653466	5E
11602		NW	29	ST	330653466	5W
11601		NW	28	ST	330653489	6E
11605		NW	28	ST	330653489	6W
11525			ROYAL PALM	BLVD	33065	1
11523			ROYAL PALM	BLVD	33065	2
11527			ROYAL PALM	BLVD	33065	3
11521			ROYAL PALM	BLVD	33065	4
10801			ROYAL PALM	BLVD	33065	1
10803			ROYAL PALM	BLVD	33065	2
10805			ROYAL PALM	BLVD	33065	3
10807			ROYAL PALM	BLVD	33065	4
10809			ROYAL PALM	BLVD	33065	5
10811			ROYAL PALM	BLVD	33065	6
10813			ROYAL PALM	BLVD	33065	7
10815			ROYAL PALM	BLVD	33065	8
3156			CORAL SPRINGS	DR	330653879	1
3158			CORAL SPRINGS	DR	330653879	2
3160			CORAL SPRINGS	DR	33065	3

3162			CORAL SPRINGS	DR		330653802	4
3164			CORAL SPRINGS	DR		330653879	5
3166			CORAL SPRINGS	DR		33065	6
3168			CORAL SPRINGS	DR		33065	7
3170			CORAL SPRINGS	DR		330653879	8
11620		NW	26	CT		33065	1
11622		NW	26	CT		33065	2
11624		NW	26	CT		33065	3
11626		NW	26	CT		33065	4
11628		NW	26	CT		33065	5
11630		NW	26	CT		33065	6
11632		NW	26	CT		33065	7
11634		NW	26	CT		33065	8
11575			ROYAL PALM	BLVD		33071	11575
11581			ROYAL PALM	BLVD		33071	11581
11573			ROYAL PALM	BLVD		33071	11573
11579			ROYAL PALM	BLVD		33071	11579
11571			ROYAL PALM	BLVD		33071	11571
11577			ROYAL PALM	BLVD		33071	11577
11631			ROYAL PALM	BLVD		33065	11631
11633			ROYAL PALM	BLVD		33065	11633
11635			ROYAL PALM	BLVD		33065	11635
11637			ROYAL PALM	BLVD		33065	11637
11639			ROYAL PALM	BLVD		33065	11639
11641			ROYAL PALM	BLVD		33065	11641
3031	3037	NW	92	AVE		33065	1-4
3011	3017	NW	92	AVE		33065	1-4
2977	2983	NW	92	AVE		33065	1-4
2959	2965	NW	92	AVE		33065	1-4
2935	2941	NW	92	AVE		33065	1-4
3053	3059	NW	92	AVE		33065	1-4
9891	9899	NW	33	ST		33065	
3277			CORAL SPRINGS	DR		330653803	1
3271			CORAL SPRINGS	DR		330653803	2
3267			CORAL SPRINGS	DR		330653803	3
3261			CORAL SPRINGS	DR		330653803	4
3257			CORAL SPRINGS	DR		330653803	5

3251	CORAL SPRINGS	DR	330653803	6
3247	CORAL SPRINGS	DR	330653803	7
3241	CORAL SPRINGS	DR	330653803	8
3237	CORAL SPRINGS	DR	330653803	9
3231	CORAL SPRINGS	DR	330653803	10
3227	CORAL SPRINGS	DR	330653803	11
3221	CORAL SPRINGS	DR	330653803	12
9930	ROYAL PALM	BLVD	330654810	9930
9932	ROYAL PALM	BLVD	330654810	9932
9934	ROYAL PALM	BLVD	330654810	9934
9936	ROYAL PALM	BLVD	330654810	9936
9938	ROYAL PALM	BLVD	330654822	9938
9940	ROYAL PALM	BLVD	330654822	9940
9942	ROYAL PALM	BLVD	330654822	9942
9944	ROYAL PALM	BLVD	330654822	9944
9946	ROYAL PALM	BLVD	330654822	9946
9948	ROYAL PALM	BLVD	330654822	9948
9950	ROYAL PALM	BLVD	330654909	9950
9952	ROYAL PALM	BLVD	330654823	9952
9954	ROYAL PALM	BLVD	330654823	9954
9956	ROYAL PALM	BLVD	330654823	9956
9958	ROYAL PALM	BLVD	330654823	9958
9960	ROYAL PALM	BLVD	330654823	9960
9962	ROYAL PALM	BLVD	330654824	9962
9964	ROYAL PALM	BLVD	330654824	9964
9966	ROYAL PALM	BLVD	330654824	9966
9968	ROYAL PALM	BLVD	330654824	9968
9970	ROYAL PALM	BLVD	330654824	9970
9972	ROYAL PALM	BLVD	330654824	9972
9974	ROYAL PALM	BLVD	330654825	9974
9976	ROYAL PALM	BLVD	330654825	9976
9978	ROYAL PALM	BLVD	330654825	9978
9980	ROYAL PALM	BLVD	330654825	9980
9982	ROYAL PALM	BLVD	330654825	9982
9984	ROYAL PALM	BLVD	330654826	9984
9986	ROYAL PALM	BLVD	330654826	9986
9988	ROYAL PALM	BLVD	330654826	9988

9990		ROYAL PALM	BLVD	330654826	9990
9992		ROYAL PALM	BLVD	330654826	9992
9994		ROYAL PALM	BLVD	330654826	9994
9996		ROYAL PALM	BLVD	330654826	9996
9902		ROYAL PALM	BLVD	330654821	9902
9904		ROYAL PALM	BLVD	330654821	9904
9906		ROYAL PALM	BLVD	330654821	9906
9908		ROYAL PALM	BLVD	330654821	9908
9910		ROYAL PALM	BLVD	330654821	9910
9912		ROYAL PALM	BLVD	330654821	9912
9914		ROYAL PALM	BLVD	330654808	9914
9916		ROYAL PALM	BLVD	33065	9916
9918		ROYAL PALM	BLVD	330654808	9918
9920		ROYAL PALM	BLVD	330654808	9920
9922		ROYAL PALM	BLVD	330654808	9922
9924		ROYAL PALM	BLVD	330654808	9924
9926		ROYAL PALM	BLVD	330654810	9926
9928		ROYAL PALM	BLVD	33065	9928
3061	NW	92	AVE	330651419	1
3063	NW	92	AVE	330651419	2
3065	NW	92	AVE	330651419	3
3067	NW	92	AVE	330651419	4
3069	NW	92	AVE	330651419	5
3071	NW	92	AVE	33065	6
3073	NW	92	AVE	330651419	7
3075	NW	92	AVE	330651419	8
3077	NW	92	AVE	33065	9
3079	NW	92	AVE	33065	10
3081	NW	92	AVE	33065	11
3083	NW	92	AVE	33065	12
3085	NW	92	AVE	33065	14
3087	NW	92	AVE	33065	15
8570	NW	32	ST	33065	1-3
8811	NW	28	DR	330655246	1-1
8811	NW	28	DR	33065	1-2
8811	NW	28	DR	330655246	1-3
8811	NW	28	DR	33065	1-4

8833	NW	28	DR	33065	2-1
8833	NW	28	DR	33065	2-2
8833	NW	28	DR	330655246	2-3
8833	NW	28	DR	330655246	2-4
8855	NW	28	DR	33065	3-1
8855	NW	28	DR	330655266	3-2
8855	NW	28	DR	330655266	3-3
8855	NW	28	DR	330655266	3-4
8877	NW	28	DR	330655266	4-1
8877	NW	28	DR	330655266	4-2
8877	NW	28	DR	330655266	4-3
8877	NW	28	DR	330655266	4-4
2907	NW	89	TER	330655247	5-1
2907	NW	89	TER	330655247	5-2
2907	NW	89	TER	33065	5-3
2907	NW	89	TER	33065	5-4
2933	NW	89	TER	330655247	6-1
2933	NW	89	TER	330655247	6-2
2933	NW	89	TER	330655247	6-3
2933	NW	89	TER	33065	6-4
8880	NW	30	ST	330655273	7-1
8880	NW	30	ST	330655273	7-2
8880	NW	30	ST	330655273	7-3
8880	NW	30	ST	330655273	7-4
8860	NW	30	ST	330655273	8-1
8860	NW	30	ST	330655273	8-2
8860	NW	30	ST	330655273	8-3
8860	NW	30	ST	33065	8-4
8840	NW	30	ST	330655251	9-1
8840	NW	30	ST	330655251	9-2
8840	NW	30	ST	33065	9-3
8840	NW	30	ST	33065	9-4
8820	NW	30	ST	33065	10-1
8820	NW	30	ST	33065	10-2
8820	NW	30	ST	33065	10-3
8820	NW	30	ST	33065	10-4
8800	NW	30	ST	33065	11-1

8800	NW	30	ST	330655224	11-2
8800	NW	30	ST	330655224	11-3
8800	NW	30	ST	330655224	11-4
2914	NW	89	TER	33065	12-1
2914	NW	89	TER	330655270	12-2
2914	NW	89	TER	33065	12-3
2914	NW	89	TER	33065	12-4
2928	NW	89	TER	330655272	13-1
2928	NW	89	TER	330655270	13-2
2928	NW	89	TER	330655270	13-3
2928	NW	89	TER	330655270	13-4
2944	NW	89	TER	330655249	14-1
2944	NW	89	TER	330655249	14-2
2944	NW	89	TER	330655249	14-3
2944	NW	89	TER	33065	14-4
2966	NW	89	TER	330655249	15-1
2966	NW	89	TER	330655249	15-2
2966	NW	89	TER	330655249	15-3
2966	NW	89	TER	330655249	15-4
2988	NW	89	TER	330655250	16-1
2988	NW	89	TER	330655250	16-2
2988	NW	89	TER	330655250	16-3
2988	NW	89	TER	330655250	16-4
8900	W	SAMPLE	RD	33065	101
8900	W	SAMPLE	RD	330654438	102
8900	W	SAMPLE	RD	330654438	103
8900	W	SAMPLE	RD	330654438	104
8900	W	SAMPLE	RD	330654438	105
8900	W	SAMPLE	RD	330654438	106
8900	W	SAMPLE	RD	330654438	107
8900	W	SAMPLE	RD	330654439	201
8900	W	SAMPLE	RD	33065	202
8900	W	SAMPLE	RD	330654439	203
8900	W	SAMPLE	RD	33065	204
8900	W	SAMPLE	RD	330654439	205
8900	W	SAMPLE	RD	33065	206
8900	W	SAMPLE	RD	330654439	207

2522	NW	92	AVE	33065	1
2530	NW	92	AVE	33065	2
2538	NW	92	AVE	33065	3
2546	NW	92	AVE	33065	4
8940	W	SAMPLE	RD	33065	8940
8942	W	SAMPLE	RD	330654435	8942
8944	W	SAMPLE	RD	33065	8947
8946	W	SAMPLE	RD	330654435	8946
8948	W	SAMPLE	RD	330654435	8948
8950	W	SAMPLE	RD	330654331	8950
8952	W	SAMPLE	RD	330654435	8952
8954	W	SAMPLE	RD	330654465	8954
8956	W	SAMPLE	RD	33065	8956
8958	W	SAMPLE	RD	330654435	8958
8960	W	SAMPLE	RD	330654435	8960
8962	W	SAMPLE	RD	330654435	8962
8964	W	SAMPLE	RD	33065	8964
3051		RIVERSIDE	DR	33065	1
3053		RIVERSIDE	DR	33065	2
3055		RIVERSIDE	DR	33065	3
3057		RIVERSIDE	DR	33065	4
3059		RIVERSIDE	DR	33065	5
3061		RIVERSIDE	DR	33065	6
3063		RIVERSIDE	DR	33065	7
3065		RIVERSIDE	DR	33065	8
3067		RIVERSIDE	DR	33065	9
3069		RIVERSIDE	DR	33065	10
3071		RIVERSIDE	DR	33065	11
3073		RIVERSIDE	DR	33065	12
3075		RIVERSIDE	DR	33065	13
3077		RIVERSIDE	DR	33065	14
3079		RIVERSIDE	DR	33065	15
3081		RIVERSIDE	DR	33065	16
3083		RIVERSIDE	DR	33065	17
3085		RIVERSIDE	DR	33065	18
3087		RIVERSIDE	DR	33065	19
3089		RIVERSIDE	DR	33065	20

1491	1499	NW	94	WAY	33071	
1481	1489	NW	94	WAY	33071	
1439	1447	NW	94	WAY	33071	
1851	1857	NW	94	AVE	33071	
1831	1837	NW	94	AVE	33071	
1811	1817	NW	94	AVE	33071	
1791	1797	NW	94	AVE	33071	
1771	1777	NW	94	AVE	33071	
1691		NW	94	AVE	33071	1691
1693		NW	94	AVE	33071	1693
1695		NW	94	AVE	33071	1695
1697		NW	94	AVE	33071	1697
1751		NW	94	AVE	33071	1751
1753		NW	94	AVE	33071	1753
1755		NW	94	AVE	33071	1755
1757		NW	94	AVE	33071	1757
1731		NW	94	AVE	33071	1731
1733		NW	94	AVE	33071	1733
1735		NW	94	AVE	33071	1735
1737		NW	94	AVE	33071	1737
1711		NW	94	AVE	33071	
1713		NW	94	AVE	33071	
1715		NW	94	AVE	33071	
1717		NW	94	AVE	33071	
1671		NW	94	AVE	33071	1671
1673		NW	94	AVE	33071	1673
1675		NW	94	AVE	33071	1675
1677		NW	94	AVE	33071	1677
11435		LAKEVIEW		DR	33071	1B
11437		LAKEVIEW		DR	33071	2B
11439		LAKEVIEW		DR	33071	3B
11441		LAKEVIEW		DR	33071	4B
11443		LAKEVIEW		DR	33071	5B
11445		LAKEVIEW		DR	33071	6B
11447		LAKEVIEW		DR	33071	1A
11449		LAKEVIEW		DR	33071	2A
11451		LAKEVIEW		DR	33071	3A

11453	LAKEVIEW	DR	33071	4A
11455	LAKEVIEW	DR	33071	5A
11457	LAKEVIEW	DR	330716359	6A
11459	LAKEVIEW	DR	330716359	7A
11461	LAKEVIEW	DR	33071	8A
11345	LAKEVIEW	DR	33071	10
11343	LAKEVIEW	DR	330716331	20
11341	LAKEVIEW	DR	330716331	30
11339	LAKEVIEW	DR	33071	40
11337	LAKEVIEW	DR	330716345	50
11335	LAKEVIEW	DR	330716345	60
11333	LAKEVIEW	DR	330716345	70
11319	LAKEVIEW	DR	330716345	1N
11321	LAKEVIEW	DR	330716345	2N
11323	LAKEVIEW	DR	33071	3N
11325	LAKEVIEW	DR	33071	4N
11327	LAKEVIEW	DR	33071	5N
11329	LAKEVIEW	DR	33071	6N
11331	LAKEVIEW	DR	330716345	7N
11423	LAKEVIEW	DR	33071	1-C
11425	LAKEVIEW	DR	330716344	2-C
11427	LAKEVIEW	DR	330716344	3-C
11429	LAKEVIEW	DR	330716344	4-C
11431	LAKEVIEW	DR	330716344	5-C
11433	LAKEVIEW	DR	330716344	6-C
11317	LAKEVIEW	DR	33071	1-M
11315	LAKEVIEW	DR	33071	2-M
11313	LAKEVIEW	DR	330716362	3-M
11311	LAKEVIEW	DR	33071	4-M
11309	LAKEVIEW	DR	330716362	5-M
11307	LAKEVIEW	DR	330716362	6-M
11305	LAKEVIEW	DR	33071	7-M
11303	LAKEVIEW	DR	33071	8-M
11361	LAKEVIEW	DR	330716331	1-P
11359	LAKEVIEW	DR	330716331	2-P
11357	LAKEVIEW	DR	330716331	3-P
11355	LAKEVIEW	DR	330716331	4-P

11353		LAKEVIEW	DR	33071	5-P
11351		LAKEVIEW	DR	330716331	6-P
11349		LAKEVIEW	DR	330716331	7-P
11347		LAKEVIEW	DR	330716331	8-P
11622	NW	19	DR	33071	11622
11624	NW	19	DR	330715778	11624
11626	NW	19	DR	330715778	11626
11628	NW	19	DR	33071	11628
11630	NW	19	DR	33071	11630
11632	NW	19	DR	330715731	11632
11636	NW	19	DR	33071	11636
11638	NW	19	DR	33071	11638
11640	NW	19	DR	330715731	11640
11642	NW	19	DR	33071	11642
11644	NW	19	DR	330715731	11644
11646	NW	19	DR	33071	11646
11648	NW	19	DR	330715731	11648
11650	NW	19	DR	33071	11650
11652	NW	19	DR	33071	11652
11654	NW	19	DR	330715742	11654
11656	NW	19	DR	33071	11656
11658	NW	19	DR	330715742	11658
11660	NW	19	DR	33071	11660
11662	NW	19	DR	33071	11662
11664	NW	19	DR	330715742	11664
11668	NW	19	DR	330715742	11668
11670	NW	19	DR	330715742	
11672	NW	19	DR	33071	11672
11674	NW	19	DR	330715742	11674
11676	NW	19	DR	33071	11676
11678	NW	19	DR	330715743	11678
11680	NW	19	DR	33071	11680
11682	NW	19	DR	330715743	11682
11684	NW	19	DR	330715743	11684
11686	NW	19	DR	330715743	11686
11688	NW	19	DR	330715743	11688
11690	NW	19	DR	330715743	11690

11620	NW	19	DR	33071	11620
11618	NW	19	DR	330715778	11618
11616	NW	19	DR	330715778	11616
11614	NW	19	DR	330715778	11614
11600	NW	19	DR	33071	11600
11602	NW	19	DR	330715778	11602
11604	NW	19	DR	33071	11604
11606	NW	19	DR	330715778	11606
11608	NW	19	DR	330715778	11608
11610	NW	19	DR	33071	11610
11612	NW	19	DR	330715778	11612
11692	NW	19	DR	330715743	11692
11694	NW	19	DR	330715743	11694
11696	NW	19	DR	33071	11696
11698	NW	19	DR	33071	11698
11700	NW	19	DR	33071	11700
11702	NW	19	DR	33071	11702
11704	NW	19	DR	33071	11704
11413	LAKEVIEW	DR	33071	1-D	
11415	LAKEVIEW	DR	330716344	2-D	
11417	LAKEVIEW	DR	330716344	3-D	
11419	LAKEVIEW	DR	33071	4-D	
11421	LAKEVIEW	DR	330716344	5-D	
11401	LAKEVIEW	DR	33071	1-A	
11403	LAKEVIEW	DR	330716344	2-A	
11405	LAKEVIEW	DR	330716344	3-A	
11407	LAKEVIEW	DR	330716344	4-A	
11409	LAKEVIEW	DR	33071	5-A	
11397	LAKEVIEW	DR	33071	6-B	
11399	LAKEVIEW	DR	330716332	7-B	
11389	LAKEVIEW	DR	33071	8-C	
11391	LAKEVIEW	DR	330716332	9-C	
11393	LAKEVIEW	DR	330716332	10-C	
11395	LAKEVIEW	DR	330716332	11-C	
11365	LAKEVIEW	DR	330716332	75-S	
11367	LAKEVIEW	DR	33071	74-S	
11369	LAKEVIEW	DR	33071	71-T	

11371	LAKEVIEW	DR	33071	72-T
11373	LAKEVIEW	DR	33071	73-T
11375	LAKEVIEW	DR	33071	68-U
11377	LAKEVIEW	DR	33071	69-U
11379	LAKEVIEW	DR	33071	70-U
11229	LAKEVIEW	DR	33071	62-R
11231	LAKEVIEW	DR	33071	63-R
11387	LAKEVIEW	DR	330716332	64-R
11385	LAKEVIEW	DR	33071	65-R
11233	LAKEVIEW	DR	330715139	12-D
11235	LAKEVIEW	DR	330715139	13-D
11237	LAKEVIEW	DR	33071	14-D
11219	LAKEVIEW	DR	330716300	57-Q
11221	LAKEVIEW	DR	330716300	58-Q
11223	LAKEVIEW	DR	330716300	59-Q
11225	LAKEVIEW	DR	33071	60-Q
11227	LAKEVIEW	DR	330715139	61-Q
11383	LAKEVIEW	DR	330716332	66-V
11381	LAKEVIEW	DR	330716332	67-V
11239	LAKEVIEW	DR	330715139	15-E
11241	LAKEVIEW	DR	33071	16-E
11243	LAKEVIEW	DR	330715139	17-E
11245	LAKEVIEW	DR	330715139	18-E
11247	LAKEVIEW	DR	33071	19-F
11249	LAKEVIEW	DR	330715126	20-F
11251	LAKEVIEW	DR	33071	21-F
11253	LAKEVIEW	DR	330715126	22-G
11255	LAKEVIEW	DR	33071	23-G
11257	LAKEVIEW	DR	33071	24-G
11203	LAKEVIEW	DR	33071	49-N
11205	LAKEVIEW	DR	330716300	50-N
11207	LAKEVIEW	DR	330716300	51-N
11209	LAKEVIEW	DR	330716300	52-O
11211	LAKEVIEW	DR	330716300	53-O
11213	LAKEVIEW	DR	330716300	54-O
11215	LAKEVIEW	DR	330716300	55-P
11217	LAKEVIEW	DR	330716300	56-P

11259	LAKEVIEW	DR	33071	25-H
11261	LAKEVIEW	DR	330716306	26-H
11263	LAKEVIEW	DR	330716306	27-H
11265	LAKEVIEW	DR	330716306	28-H
11267	LAKEVIEW	DR	33071	29-H
11269	LAKEVIEW	DR	330716306	30-H
11195	LAKEVIEW	DR	330715151	45-M
11197	LAKEVIEW	DR	33071	46-M
11199	LAKEVIEW	DR	33071	47-M
11201	LAKEVIEW	DR	33071	48-M
11271	LAKEVIEW	DR	33071	31-I
11273	LAKEVIEW	DR	330716306	32-I
11275	LAKEVIEW	DR	330716306	33-I
11277	LAKEVIEW	DR	330716306	34-I
11279	LAKEVIEW	DR	330716306	39-K
11281	LAKEVIEW	DR	330716306	40-K
11283	LAKEVIEW	DR	330716306	41-K
11285	LAKEVIEW	DR	33071	35-J
11287	LAKEVIEW	DR	330716357	36-J
11289	LAKEVIEW	DR	330716357	37-J
11291	LAKEVIEW	DR	330716357	38-J
11293	LAKEVIEW	DR	33071	42-L
11295	LAKEVIEW	DR	330716357	43-L
11297	LAKEVIEW	DR	330716357	44-L
11915	GLENMORE	DR	33071	1-1
11913	GLENMORE	DR	33071	2-1
11911	GLENMORE	DR	33071	3-1
11909	GLENMORE	DR	330717806	4-1
11905	GLENMORE	DR	33071	5-1
11907	GLENMORE	DR	33071	6-1
11901	GLENMORE	DR	330717806	7-1
11903	GLENMORE	DR	330717806	8-1
11900	GLENMORE	DR	33071	1-2
11902	GLENMORE	DR	33071	2-2
11904	GLENMORE	DR	33071	3-2
11906	GLENMORE	DR	33071	1-3
11908	GLENMORE	DR	33071	2-3

11910	GLENMORE	DR	330717805	3-3
11912	GLENMORE	DR	33071	1-4
11914	GLENMORE	DR	33071	2-4
11916	GLENMORE	DR	33071	3-4
11918	GLENMORE	DR	33071	4-4
1884	MONTE CARLO	WAY	330717829	1
1880	MONTE CARLO	WAY	330717829	2
1876	MONTE CARLO	WAY	33071	3
1872	MONTE CARLO	WAY	330717829	4
1868	MONTE CARLO	WAY	33071	5
1864	MONTE CARLO	WAY	330717829	6
1860	MONTE CARLO	WAY	330717829	7
1856	MONTE CARLO	WAY	33071	8
1852	MONTE CARLO	WAY	330717829	9
1848	MONTE CARLO	WAY	330717829	10
1844	MONTE CARLO	WAY	33071	11
1840	MONTE CARLO	WAY	33071	12
1836	MONTE CARLO	WAY	330717829	13
1832	MONTE CARLO	WAY	330717829	14
1828	MONTE CARLO	WAY	33071	15
1824	MONTE CARLO	WAY	330717829	16
1820	MONTE CARLO	WAY	33071	17
1816	MONTE CARLO	WAY	330717829	18
1812	MONTE CARLO	WAY	33071	19
1808	MONTE CARLO	WAY	330717829	20
1804	MONTE CARLO	WAY	330717829	21
1800	MONTE CARLO	WAY	330717829	22
1801	MONTE CARLO	WAY	33071	23
1805	MONTE CARLO	WAY	330717829	24
1809	MONTE CARLO	WAY	33071	25
1813	MONTE CARLO	WAY	33071	26
1817	MONTE CARLO	WAY	33071	27
1821	MONTE CARLO	WAY	33071	28
1825	MONTE CARLO	WAY	33071	29
1829	MONTE CARLO	WAY	33071	30
1833	MONTE CARLO	WAY	33071	31
1837	MONTE CARLO	WAY	330717829	32

1841		MONTE CARLO	WAY	330717829	33
1845		MONTE CARLO	WAY	33071	34
1849		MONTE CARLO	WAY	33071	35
1853		MONTE CARLO	WAY	33071	36
1857		MONTE CARLO	WAY	33071	37
1861		MONTE CARLO	WAY	33071	38
12371	NW	10	DR	33071	A-1
12375	NW	10	DR	33071	B-1
12373	NW	10	DR	330717883	C-1
12377	NW	10	DR	33071	D-1
12365	NW	10	DR	33071	A-2
12361	NW	10	DR	330717883	B-2
12367	NW	10	DR	330717883	C-2
12363	NW	10	DR	330717883	D-2
12351	NW	10	DR	330717883	A-3
12355	NW	10	DR	330717883	B-3
12353	NW	10	DR	330717883	C-3
12357	NW	10	DR	330717883	D-3
12345	NW	10	DR	330717883	A-4
12341	NW	10	DR	330717883	B-4
12347	NW	10	DR	33071	C-4
12343	NW	10	DR	330717883	D-4
12331	NW	10	DR	330717883	A-5
12335	NW	10	DR	33071	B-5
12333	NW	10	DR	33071	C-5
12337	NW	10	DR	330717883	D-5
12321	NW	10	DR	330717883	A-6
12325	NW	10	DR	330717883	B-6
12323	NW	10	DR	330717883	C-6
12327	NW	10	DR	33071	D-6
12315	NW	10	DR	330717883	A-7
12311	NW	10	DR	33071	B-7
12317	NW	10	DR	33071	C-7
12313	NW	10	DR	33071	D-7
12314	NW	10	DR	330717882	A-8
12310	NW	10	DR	330717882	B-8
12316	NW	10	DR	330717882	C-8

12312	NW	10	DR	330717882	D-8
12400	NW	10	CT	33071	A-9
12340	NW	10	DR	330717882	B-9
12402	NW	10	CT	330717880	C-9
12342	NW	10	DR	33071	D-9
12406	NW	10	CT	330717880	A-10
12301	NW	10	DR	330717883	B-10
12404	NW	10	CT	330717880	C-10
12303	NW	10	DR	330717883	D-10
12410	NW	10	CT	33071	A-11
12414	NW	10	CT	330717880	B-11
12412	NW	10	CT	330717880	C-11
12416	NW	10	CT	330717880	D-11
12424	NW	10	CT	330717880	A-12
12420	NW	10	CT	330717880	B-12
12426	NW	10	CT	330717880	C-12
12422	NW	10	CT	33071	D-12
12434	NW	10	CT	330717880	A-13
12430	NW	10	CT	33071	B-13
12436	NW	10	CT	33071	C-13
12432	NW	10	CT	33071	D-13
12440	NW	10	CT	330717880	A-14
12444	NW	10	CT	330717880	B-14
12442	NW	10	CT	33071	C-14
12446	NW	10	CT	330717880	D-14
12441	NW	10	CT	33071	A-15
12445	NW	10	CT	330717881	B-15
12443	NW	10	CT	330717881	C-15
12447	NW	10	CT	33071	D-15
10852	CYPRESS GLEN	DR		330718100	10852
10854	CYPRESS GLEN	DR		330718100	10854
10856	CYPRESS GLEN	DR		330718100	10856
10858	CYPRESS GLEN	DR		330718100	10858
10860	CYPRESS GLEN	DR		330718100	10860
10862	CYPRESS GLEN	DR		33071	10862
10864	CYPRESS GLEN	DR		330718100	10864
10866	CYPRESS GLEN	DR		330718160	10866

10849	CYPRESS GLEN	DR	330718100	10849
10851	CYPRESS GLEN	DR	330718100	10851
10853	CYPRESS GLEN	DR	330718100	10853
10855	CYPRESS GLEN	DR	330718100	10855
10857	CYPRESS GLEN	DR	33071	10857
10859	CYPRESS GLEN	DR	330718100	10859
10812	CYPRESS GLEN	DR	330718162	10812
10814	CYPRESS GLEN	DR	330711862	10814
10816	CYPRESS GLEN	DR	330718162	10816
10818	CYPRESS GLEN	DR	330718162	10818
10820	CYPRESS GLEN	DR	33071	10820
10822	CYPRESS GLEN	DR	330718163	10822
10840	CYPRESS GLEN	DR	330718164	10840
10842	CYPRESS GLEN	DR	330718164	10842
10844	CYPRESS GLEN	DR	33071	10844
10846	CYPRESS GLEN	DR	33071	10846
10848	CYPRESS GLEN	DR	33071	10848
10850	CYPRESS GLEN	DR	330718164	10850
10833	CYPRESS GLEN	DR	330718164	10833
10835	CYPRESS GLEN	DR	330718164	10835
10837	CYPRESS GLEN	DR	330718164	10837
10839	CYPRESS GLEN	DR	330718164	10839
10841	CYPRESS GLEN	DR	330718164	10841
10843	CYPRESS GLEN	DR	330718164	10843
10845	CYPRESS GLEN	DR	33071	10845
10847	CYPRESS GLEN	DR	330718100	10847
10800	CYPRESS GLEN	DR	330718161	10800
10802	CYPRESS GLEN	DR	330718161	10802
10804	CYPRESS GLEN	DR	330718161	10804
10806	CYPRESS GLEN	DR	330711861	10806
10808	CYPRESS GLEN	DR	33071	10808
10810	CYPRESS GLEN	DR	33071	10810
10880	CYPRESS GLEN	DR	330718160	10880
10882	CYPRESS GLEN	DR	330718160	10882
10884	CYPRESS GLEN	DR	330718160	10884
10886	CYPRESS GLEN	DR	33071	10886
10888	CYPRESS GLEN	DR	330718160	10888

10890	CYPRESS GLEN	DR	330718160	10890
10892	CYPRESS GLEN	DR	330718160	10892
10894	CYPRESS GLEN	DR	33071	10894
10868	CYPRESS GLEN	DR	330718160	10868
10870	CYPRESS GLEN	DR	330718160	10870
10872	CYPRESS GLEN	DR	330718160	10872
10874	CYPRESS GLEN	DR	330718160	10874
10876	CYPRESS GLEN	DR	330718160	10876
10878	CYPRESS GLEN	DR	330718160	10878
10824	CYPRESS GLEN	DR	33071	10824
10826	CYPRESS GLEN	DR	330718163	10826
10828	CYPRESS GLEN	DR	330718163	10828
10830	CYPRESS GLEN	DR	33071	10830
10832	CYPRESS GLEN	DR	330718164	10832
10834	CYPRESS GLEN	DR	330718164	10834
10836	CYPRESS GLEN	DR	330718164	10836
10838	CYPRESS GLEN	DR	330718164	10838
10801	CYPRESS GLEN	DR	33071	10801
10803	CYPRESS GLEN	DR	330718161	10803
10805	CYPRESS GLEN	DR	330718161	10805
10807	CYPRESS GLEN	DR	330718161	10807
10809	CYPRESS GLEN	DR	33071	10809
10811	CYPRESS GLEN	DR	33071	10811
10813	CYPRESS GLEN	DR	330718162	10813
10815	CYPRESS GLEN	DR	330718162	10815
10831	CYPRESS GLEN	DR	330718163	10831
10829	CYPRESS GLEN	DR	330718163	10829
10827	CYPRESS GLEN	DR	33071	10827
10825	CYPRESS GLEN	DR	330718163	10825
10823	CYPRESS GLEN	DR	330718163	10823
10821	CYPRESS GLEN	DR	33071	10821
10819	CYPRESS GLEN	DR	330718162	10819
10817	CYPRESS GLEN	DR	33071	10817
8408	SHADOW	CT	330717474	1-1
8404	SHADOW	CT	330717474	2-1
8416	SHADOW	CT	330717474	3-1
8412	SHADOW	CT	33071	4-1

8424	SHADOW	CT	33071	1-2
8420	SHADOW	CT	330717475	2-2
8432	SHADOW	CT	33071	3-2
8428	SHADOW	CT	330717475	4-2
8436	SHADOW	CT	330717476	1-3
8440	SHADOW	CT	330717476	2-3
8448	SHADOW	CT	330717413	3-3
8444	SHADOW	CT	33071	4-3
8460	SHADOW	CT	33071	1-4
8456	SHADOW	CT	330717477	2-4
8452	SHADOW	CT	330717477	3-4
8464	SHADOW	CT	330717477	4-4
8468	SHADOW	CT	33071	1-5
8472	SHADOW	CT	33071	2-5
8476	SHADOW	CT	330717478	3-5
8480	SHADOW	CT	330717478	4-5
8479	SHADOW	CT	330717473	1-6
8475	SHADOW	CT	330717473	2-6
8471	SHADOW	CT	330717473	3-6
8467	SHADOW	CT	330717473	4-6
8463	SHADOW	CT	330717472	1-7
8459	SHADOW	CT	330717472	2-7
8455	SHADOW	CT	330717472	3-7
8451	SHADOW	CT	330717472	4-7
8447	SHADOW	CT	330717471	1-8
8443	SHADOW	CT	33071	2-8
8439	SHADOW	CT	33071	3-8
8435	SHADOW	CT	330717471	4-8
8431	SHADOW	CT	330717470	1-9
8427	SHADOW	CT	33071	2-9
8423	SHADOW	CT	33071	3-9
8419	SHADOW	CT	33071	4-9
8415	SHADOW	CT	33071	1-10
8411	SHADOW	CT	330717469	2-10
8407	SHADOW	CT	330717469	3-10
8403	SHADOW	CT	33071	4-10

LIST OF PROPOSERS
RFP NO. 23-A-143
COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

<p>Coastal Waste & Recycling of Florida, Inc.</p> <p>2481 NW 2nd Ave. Boca Raton, FL. 33431 Contact: John Casagrande, Senior Vice-Pres Mobile 954-444-7457 Office 954-947-4000 Email: icasagrande@coastalwasteinc.com</p> <p>Brandon Pantano, CEO Email: bpantano@coastalwasteinc.com</p>	<p>FCC Environmental Services of Florida, LLC</p> <p>5840 Corporate Way, Suite 250 West Palm Beach, FL. 33407 Contact: Charles Merkley, Dir. Munci Sales Phone: 407-504-8505 Email: Charles.merkley@fccenvironmental.com</p> <p>Inigo Sanz, CEO & President Email: Inigo.sanz@fccenvironmental.com</p>
<p>Republic Services of Florida, Limited Partnership</p> <p>751 NW 31st Avenue Fort Lauderdale, FL. 33311 Contact: Chase Cresto, General Manager Phone: 702-235-5324 Mobile: 702-769-5435 Email: ccrest@republicservices.com</p>	<p>Waste Management Inc. of Florida</p> <p>1800 N. Military Trail, Suite 201 Boca Raton, FL. 33431 Contact: Barbara Herrera Phone: 954 856-7192 Email: bherrera@wm.com</p> <p>David Myhan, President (954) 984-2035 Email: dmyhan@wm.com</p>
<p>Waste Pro of Florida, Inc.</p> <p>2101 W State Rd 34, 3rd Floor Longwood, FL. 32779 Contact: Farrid Abuchaibe, Division Manager Phone: 954-633-2530 Email: fabuchaibe@wasteprousa.com</p> <p>Kenneth Skaggs, Regional VP Email: kskaggs@wasteprousa.com</p>	

Evaluation Committee Voting Members

John Norris, Director of Public Works
Claudia Alzate, Environmental Program Manager
Matthew Jiggins, Environmental Compliance Coordinator
Andrea Lemaitre, Sustainability Manager
Peter Foye, Consultant

Summary Sheet

Agenda Item: 17.

Meeting Date: March 6, 2024

Subject: Computer Equipment, Peripherals, and Related Services (Stephen Dyer)

Requested Action: Request to award the NASPO (National Association of State Procurement Officials) Contract for Computer Equipment, Peripherals, and Related Services via State of Florida Participating Addendum #43210000-23-NASPO-ACS to **Dell Marketing L.P.** of Round Rock, Texas, **Hewlett Packard Enterprises** of Plano, Texas, **HP Inc.** of Palo Alto, California and **Zebra Technologies International LLC** of Lincolnshire, Illinois through their resellers from March 6, 2024 through June 30, 2025. The estimated annual expenditure is \$850,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Term Or Effective Date: 3/6/24 through 6/30/25

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[List of Awarded Vendors](#)

Background / Description:

The National Association of State Procurement Officials (NASPO) was formed in October of 1993 by the State Purchasing Directors from 15 western states. The primary purpose of creating NASPO was to establish the means by which participating states could join in cooperative multi-state contracting. This approach helps states achieve cost-effective and efficient acquisition of quality products and services.

The City's purchases from the contract will be for desktops, laptops, servers, printers, and storage systems. By awarding the contract staff will be able to obtain quotes from a selection of vendors and purchase in a timely and cost-effective manner. Staff will purchase these technology related items from the manufacturers, but if a manufacturer does not sell direct, staff will obtain quotes from multiple resellers of that hardware to determine the best price.

The Information Technology Department and the Purchasing Division staff recommend awarding the NASPO (National Association of State Procurement Officials) Contract for Computer Equipment, Peripherals, and Related Services via the State of Florida Participating Addendums #43210000-23-NASPO-ACS to Dell Marketing L.P. of Round Rock, Texas, Hewlett Packard Enterprises of Plano, Texas, HP Inc. of Palo Alto, California and Zebra Technologies International LLC of Lincolnshire, Illinois from March 6, 2024 through June 30, 2025. The estimated annual expenditure is \$850,000.

Presenting: Stephen Dyer

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: March 6, 2024
Department: Financial Services
Initiated By: Mary Marinace

DOC ID: 2005

SUBJECT: Computer Equipment, Peripherals, and Related Services
(Stephen Dyer)

PLACEMENT: Policy

REQUESTED ACTION: Request to award the NASPO (National Association of State
(INCLUDE CONTRACT Procurement Officials) Contract for Computer Equipment,
START/TERM DATES) Peripherals, and Related Services via State of Florida
Participating Addendum #43210000-23-NASPO-ACS to **Dell
Marketing L.P.** of Round Rock, Texas, **Hewlett Packard
Enterprises** of Plano, Texas, **HP Inc.** of Palo Alto, California and
Zebra Technologies International LLC of Lincolnshire, Illinois
through their resellers from March 6, 2024 through June 30, 2025.
The estimated annual expenditure is \$850,000. Funding Source:
Computer Replacement Fund. Strategic Goal: An Innovative and
High Performing Organization. (REQUEST TO AWARD)

PROJECT REVIEWED BY CIP and Computer Replacement Program
OR INCLUDED IN:

ATTACHMENTS: List of awarded vendors

BACKGROUND / DESCRIPTION:

The National Association of State Procurement Officials (NASPO) was formed in October of 1993 by the State Purchasing Directors from 15 western states. The primary purpose of creating NASPO was to establish the means by which participating states could join in cooperative multi-state contracting. This approach helps states achieve cost-effective and efficient acquisition of quality products and services.

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The Information Technology Department and the Purchasing Division staff recommend awarding the NASPO (National Association of State Procurement Officials) Contract for Computer Equipment, Peripherals, and Related Services via the State of Florida Participating Addendums #43210000-23-NASPO-ACS to Dell Marketing L.P. of Round Rock, Texas, Hewlett Packard Enterprises of Plano, Texas, HP Inc. of Palo Alto, California and Zebra Technologies International LLC of Lincolnshire, Illinois from March 6, 2024 through June 30, 2025. The estimated annual expenditure is \$850,000.

NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) AGREEMENT

LIST OF AWARDED CONTRACTORS

- | | | |
|-----------|---|---|
| 1. | Dell Marketing L.P. | Florida PA #43210000-23-NASPO-ACS
MN Master Agreement 23004 |
| 2. | HP Inc. | Florida PA #43210000-23-NASPO-ACS
MN Master Agreement 23011 |
| 3. | Hewlett Packard Enterprise | Florida PA #43210000-23-NASPO-ACS
MN Master Agreement.23008, |
| 4. | Zebra Technologies International
LLC | Florida PA #43210000-23-NASPO-ACS
MN Master Agreement 23023 |