

CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY
9500 West Sample Road - Coral Springs, Florida 33065
Phone 954-344-1121 - Fax 954-344-1043 - Coral Springs CRA.com

#### **BOARD OF DIRECTORS MEETING**

Monday, June 28, 2021 at 5:30 p.m. **Commission Chambers** 

# AGENDA

- Roll Call Ι.
- Moment of Silence II.
- III. Pledge of Allegiance
- IV. Citizens' Comments
- Special Announcements and Comments V.
- Approval of Meeting Summary (May 24, 2021) VI.
- **CRA Binders: Review** VII.
- VIII. Monthly Budget Update
- Downtown Holiday Décor Presentation: Alex Falcone (Request to IX. Approve)
- 2022 Work Plan Review (Request to Approve) X.
- XI. Ratify TD Bank Joinder Agreement (Request to Approve)
- XII. RSM Arrangement Letter (Request to Approve)
- XIII. Tent Purchase (Request to Approve)
- XIV. Downtown Redevelopment Update
- XV. Other Business
- XVI. Adjournment

Note: Next CRA Board Meeting July 26, 2021

# Board of Directors

John M. Walsh

Andrew Kasten Vice Chair

Germain Bebe Lorna E. Brown-Burton David Clyde Harper Allan J. Koch William L. Vasquez

## Attachment(s) to June 28, 2021 Agenda:

Meeting Summary: May 24, 2021 **Budget Summary YTD** 2022 Work Plan TD Bank Joinder Agreement RSM Arrangement Letter Tent Proposal

# CITY OF CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS

#### SPECIAL ELECTRONIC MEETING

# PURSUANT TO THE STATE OF FLORIDA EXECUTIVE ORDER No. 20-69 Monday, May 24, 2021

Board Chair John Walsh called the meeting to order at 5:30 p.m. The meeting was held virtually via ZOOM. Kristi Bartlett called the roll of the Board Members.

John Walsh, Chair	Present
Germain Bebe	Present
Lorna Brown-Burton	Joined at 5:39 PM
Andrew Kasten, Vice Chair	Present
Allan Koch	Absent
Mike Del Pozo	Present
William Vasquez	Present

Also in attendance:
Kristi Bartlett, Director, Econ. Development
Ginger Wald, CRA Counsel
Diana Scarpetta, ED Coordinator
Yuu Soubra, ED Coordinator
Melissa Heller, Deputy City Manager
Nancy Metayer, Commissioner

A moment of silence was held.

All persons in attendance rose for the recitation of the Pledge of Allegiance.

1. Citizens' Comments: No citizen comments.

# 2. Special Announcements and Comments:

- Chairman Walsh welcomed Ms. Ginger Wald as the new CRA Legal Counsel.
- Director Bartlett announced that the City has a Master Agreement with TD Bank for banking needs. The City and the CRA have different Tax Identification Numbers. Therefore, for the City to continue performing banking transactions on behalf of the CRA, the bank requested a joinder agreement from the CRA. This agreement was signed by the CRA Chairman and the representative from the Procurement Division. Chair Walsh mentioned that he was assured that bank account numbers will not be provided to him and he doesn't have the right to write checks from the CRA account. Director Bartlett will bring the item back at the next meeting to ratify it.

## 3. Approval of Meeting Summary:

April 26, 2021

**Action:** Board member Vasquez moved, seconded by Board member Kasten, to accept the meeting minutes. The motion was approved unanimously (5-0).

## 4. Resolution No. 2021-004: Request to Approve

• Director Bartlett mentioned that this Resolution is honoring Allan Koch for his years of services in the CRA Board.

**Action:** Board member Vasquez moved, seconded by Board member Kasten, to approve Resolution No. 2021-004. The motion was approved unanimously (6-0).

## 5. Monthly Budget Update

- Director Bartlett mentioned that there are still significant funds in the account for the Commercial Property Enhancement Grant. Therefore, staff is partnering with the Communications and Marketing Department to create a flyer that will capture the attention of property owners and businesses to encourage them to apply for the grant. Pictures from properties that have been improved utilizing grant funding will be utilized in the flyer. Staff will visit the businesses in the CRA area to physically distribute the information.
- Director Bartlett mentioned that the CRA may have a significant amount of money to carry forward to next year's budget. Also, during next month's meeting staff will present to the Board for consideration some ideas for the Holiday Decorations for the Downtown area.

## 6. Visioning Session Report: Request to Accept

- Director Bartlett reviewed some of the key takeaways from the report. Those are the
  following: the mission statement for the Agency may be updated; the focus should be on
  infrastructure projects; there is a strong desire to update the Master Plan and the focus
  areas have been condensed to two areas: 1. West Sample Corridor and 2. Downtown
  Core. Additionally, the objectives from the plan have been scored to determine the
  primary projects and activities. Many of these projects and activities are already
  underway or have been established.
- Deputy CM Heller mentioned that the report lays out in broad terms the high-level activities that the Agency would like to accomplish in the foreseeable future. The session and report are intended to provide guidance and the details will be more tactical in the updated Master Plan.

**Action:** Board member Del Pozo moved, seconded by Board member Brown-Burton, to accept the Visioning Session Report. The motion was approved unanimously (6-0).

## 7. Master Plan Update RFP: Discussion

- ED Coordinator Scarpetta offered a brief explanation of the purpose of the Master Plan and its update. Ms. Scarpetta elaborated on the tentative scope of work for the RFP.
- Staff will work collaboratively with the City's Procurement Department to assemble and advertise the RFP to ultimately recommend a Consultant to the CRA Board in the upcoming months.

## 8. Upcoming Meetings

 Director Bartlett requested feedback from the Board Members in regards to resuming inperson meetings at the Commission Chambers beginning on June 28, 2021.

**Action:** Board member Kasten moved, seconded by Board member Del Pozo, to approve resuming in-person meetings beginning on June 28, 2021, at the Commission Chambers. The motion was approved unanimously (6-0).

## 9. Downtown Redevelopment Update

- Director Bartlett provided an update on the Cornerstone site, which has been cleared. Vertical construction will begin during the summer.
- Staff has a scheduled meeting on June 3<sup>rd</sup> regarding City Village. The developer has completed the preliminary DRC process and is now addressing staff comments.

#### 10. Other Business

No other business was discussed.

## 11. Adjournment

• There being no additional business, a motion moved by Board member Vasquez, seconded by Board member Del Pozo, to adjourn the meeting. The motion was approved unanimously (6-0). The meeting was adjourned at 6:27 p.m.

DATE APPROVED/ACCEPTED JOHN M. WALSH, J.D., BOARD CHAIRPERSON CRA BOARD OF DIRECTORS

KRISTI BARTLETT, CEcD
DIRECTOR, ECONOMIC DEVELOPMENT
CITY OF CORAL SPRINGS



## CRA Report as of June 21, 2021

ACCOUNT NUMBER	REV/EXP	ACCOUNT DESCRIPTION	FY 20	19 ACTUAL	Y 2020 ACTUAL	FY 202	1 ADOPTED BUDGET	FY 202	1 ADJUSTED BUDGET	FY 2021 YTD ACTUAL	REMAINING BALANCE	CURRENT ENG	CUMBRANCES	PERCENTAGE
150-0000-345.90-01	Revenue	TIF-CITY OF CORAL SPRINGS	\$	(352,665.00)	\$ (354,315.00)	\$	(390,136.00)	\$	(390,136.00)	\$ (388,917.00)	\$ (1,219.0	0) \$	-	100%
150-0000-345.90-02	Revenue	TIF-NO BROW HOSPITAL DIST	\$	(65,180.00)	\$ (62,282.00)	\$	(68,579.00)	\$	(68,579.00)	\$ (76,050.00)	\$ 7,471.0	0 \$	-	111%
150-0000-345.90-03	Revenue	TIF-BROWARD COUNTY	\$	(109,912.00)	\$ (109,132.00)	\$	(142,594.00)	\$	(142,594.00)	\$ (141,452.00)	\$ (1,142.0	0) \$	-	99%
150-0000-345.90-04	Revenue	TIF-CHILDREN'S SERVICES	\$	(29,315.00)	\$ (29,452.00)	\$	(32,430.00)	\$	(32,430.00)	\$ (32,328.00)	\$ (102.0	0) \$	-	100%
150-0000-361.10-00	Revenue	INTEREST/PROFIT ON INVEST	\$	(13,597.00)	\$ (8,479.00)	\$	(3,500.00)	\$	(3,500.00)	\$ (1,138.00)	\$ (2,362.0	0) \$	-	33%
150-0000-369.30-00	Revenue	PRIOR YEAR REV/EXP ADJ.	\$	(20,614.00)	\$ (305.00)	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-0000-369.95-08	Revenue	SPONSORSHIPS	\$	(2,500.00)	\$ (2,000.00)	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-0000-369.97-00	Revenue	APPROPRIATED FUND BALANCE	\$	-	\$ -	\$	(536,684.00)	\$	(536,684.00)	\$ -	\$ (536,684.0	0) \$	-	0%
150-3200-552.12-01	Expenditure	REGULAR SALARIES	\$	49,625.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.13-02	Expenditure	TEMPORARY	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.15-07	Expenditure	PERFORMANCE INCENTIVE	\$	1,820.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.21-00	Expenditure	F.I.C.A.	\$	3,965.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.22-03	Expenditure	ICMA 401(A)- GENERAL	\$	3,498.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.26-02	Expenditure	DISABILITY- LONG TERM	\$	209.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.27-00	Expenditure	HEALTH PLAN ALLOCATION	\$	12,910.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.28-00	Expenditure	LIFE INSURANCE ALLOCATION	\$	115.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.29-00	Expenditure	WORKERS' COMP. ALLOCATION	\$	2,033.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.31-01	Expenditure	LEGAL SERVICES	\$	42,000.00	\$ 42,082.00	\$	45,000.00	\$	45,000.00	\$ 28,053.00	\$ 16,947.0	0 \$	14,000.00	62%
150-3200-552.31-10	Expenditure	ARCHITECTURE / PLANNING	\$	13,676.00	\$ -	\$	50,000.00	\$	50,000.00	\$ 2,785.00	\$ 47,215.0	0 \$	13,365.00	6%
150-3200-552.31-13	Expenditure	OTHER PROFESSIONAL SVCS	\$	61,607.00	\$ 53,650.00	\$	135,000.00	\$	129,584.00	\$ 29,599.00	\$ 99,985.0	0 \$	-	23%
150-3200-552.31-14	Expenditure	ENGINEERING	\$	360.00	\$ -	\$	1,000.00	\$	1,000.00	\$ (360.00)	\$ 1,360.0	0 \$	-	-36%
150-3200-552.31-15	Expenditure	PROPERTY MAINTENANCE	\$	300.00	\$ 4,450.00	\$	5,000.00	\$	5,000.00	\$ -	\$ 5,000.0	0 \$	-	0%
150-3200-552.31-16	Expenditure	APPRAISALS	\$	7,500.00	\$ 5,400.00	\$	5,000.00	\$	5,000.00	\$ -	\$ 5,000.0	0 \$	-	0%
150-3200-552.31-18	Expenditure	ADMINISTRATIVE SERVICES	\$	-	\$ 105,000.00	\$	108,150.00	\$	108,150.00	\$ 54,075.00	\$ 54,075.0	0 \$	-	50%
150-3200-552.32-00	Expenditure	ACCOUNTING AND AUDITING	\$	13,800.00	\$ 13,800.00	\$	14,500.00	\$	14,500.00	\$ 14,400.00	\$ 100.0	0 \$	-	99%
150-3200-552.34-25	Expenditure	CRA EVENT	\$	24,411.00	\$ 34,614.00	\$	60,000.00	\$	60,000.00	\$ 13,275.00	\$ 46,725.0	0 \$	-	22%
150-3200-552.40-01	Expenditure	AUTO ALLOWANCE	\$	1,460.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.40-03	Expenditure	TRAVEL/MEALS/LODGING	\$	895.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.41-01	Expenditure	COMMUNICATIONS COST	\$	191.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.42-01	Expenditure	POSTAGE	\$	-	\$ 7.00	\$	100.00	\$	100.00	\$ -	\$ 100.0	0 \$	-	0%
150-3200-552.45-06	Expenditure	INSURANCE PREMIUMS	\$	4,991.00	\$ 6,025.00	\$	6,025.00	\$	6,416.00	\$ 6,416.00	\$ -	\$	-	100%
150-3200-552.46-08	Expenditure	GROUNDS	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.47-02	Expenditure	PRINTING & BINDING	\$	-	\$ -	\$	1,500.00	\$	1,500.00	\$ 522.00	\$ 978.0	0 \$	-	35%
150-3200-552.48-05	Expenditure	PROMOTIONAL ACTIVITIES	\$	7,314.00	\$ 2,952.00	\$	16,114.00	\$	16,114.00	\$ -	\$ 16,114.0	0 \$	-	0%
150-3200-552.48-07	Expenditure	ADVERTISEMENTS	\$	-	\$ -	\$	3,000.00	\$	3,000.00	\$ -	\$ 3,000.0	0 \$	-	0%
150-3200-552.48-08	Expenditure	SPECIAL EVENTS	\$	10,695.00	\$ 2,500.00	\$	2,500.00	\$	2,500.00	\$ -	\$ 2,500.0	0 \$	-	0%
150-3200-552.49-05	Expenditure	CHILDREN SERVICES BROWARD	\$	29,315.00	\$ 29,452.00	\$	32,430.00	\$	32,430.00	\$ 32,328.00	\$ 102.0	0 \$	-	100%
150-3200-552.49-07	Expenditure	SPECIAL DISTRICT FEE	\$	175.00	\$ 175.00	\$	175.00	\$	200.00	\$ 200.00	\$ -	\$	-	100%
150-3200-552.51-01	Expenditure	OFFICE SUPPLIES	\$	509.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$	-	0%
150-3200-552.52-15	Expenditure	MEETING EXPENSES	\$	579.00	•	•	1,250.00		1,250.00	•	•	0 \$	-	79%
150-3200-552.54-02	Expenditure	MEMBERSHIPS	\$	4,114.00	\$ 795.00	\$	495.00		495.00	\$ 495.00		\$	-	100%
150-3200-552.54-03	Expenditure	REGISTRATION/EDUCATIONAL	\$	1,530.00	\$ -	\$	-	\$	5,000.00	\$ 4,613.00	\$ 387.0	0 \$	-	92%
150-3200-552.64-01	Expenditure	CAPITAL OUTLAY	\$	1,190.00			536,684.00		536,684.00				-	0%
150-3200-552.83-01	Expenditure	CRA MATCHING GRANT	\$	22,923.00			100,000.00		100,000.00				32,899.00	
150-3200-552.99-01	Expenditure	TO CITY FOR REC ZONE BOND	\$	50,000.00	,		50,000.00		50,000.00	, .,,		\$	-	100%
Grand Total			\$	(220,073.00)	\$ (211,546.00)	\$	-	\$	-	\$ (388,218.00)	\$ 388,218.0	υ Ş	60,264.00	)



# MULTI-AFFILIATE JOINDER AGREEMENT: CASH MANAGEMENT MASTER AGREEMENT AND APPENDICES

Primary Custo	omer: CIT	Y OF CORAL SP	RINGS	
Tax ID No	591113462	Date: _	February 4, 2021	

	DESIGNATED AFFILIATE(S)	TAX ID NO.
1.	CITY OF CORAL SPRINGS CS COMMUNITY	
	REDEVELOPMENT AGENCY	134353960
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Primary Customer has executed a Cash Management Master Agreement, including all applicable Appendices, dated 12/19/2018, with TD Bank, N.A. (the "Bank"), a copy of which is attached hereto (the "Master Agreement").

## **Terms and Conditions**

#### 1. Introduction.

These Terms and Conditions supplement and are incorporated by reference into the Cash Management Master Agreement and any associated Appendices and Addendum thereto from time to time (collectively, the "Master Agreement") as if fully set forth therein. All capitalized terms used herein without definition shall have the meanings given to them in the Master Agreement. To the extent that these Terms and Conditions are inconsistent with the provisions of the Master Agreement, these Terms and Conditions and any amendment hereto shall control, but only to the extent necessary to resolve such conflict. Primary Customer and each Designated Affiliate shall be referred to herein collectively as the "Customer".

## 2. Scope of Terms and Conditions.

These Terms and Conditions relate to those Services described in the Master Agreement that Bank has approved or may subsequently approve for use under one set-up by Primary Customer and by Designated Affiliates of Primary Customer in relation to each such party's Accounts with Bank. Subject to the Master Agreement, such use *may* include but is not necessarily limited to the following:

- (i) transfers of funds between and among Primary Customer's Accounts and Accounts maintained by any Designated Affiliates ("Inter-Company Transfers"),
- (ii) transfers of funds from the Account(s) of Primary Customer or any Designated Affiliates to third parties by ACH transfer or wire transfer, where applicable ("External Transfers"), as and when approved by Bank in its sole and exclusive discretion, and
- (iii) deposits of checks made payable to Primary Customer or any Designated Affiliates to the Account(s) of Primary Customer and/or any Designated Affiliates via Bank's remote deposit capture services ("Remote Deposits"), as approved by Bank in its sole and exclusive discretion.

all as may be further permitted and described in the Master Agreement and in Terms and Conditions.

Primary Customer and all Designated Affiliates agree to be bound by and jointly and severally liable for the terms and conditions set forth in these Terms and Conditions and in the Master Agreement, and agree that each obligation of Primary Customer shall be performed by and be the responsibility of all of them. Primary Customer and each Designated Affiliate shall be jointly and severally liable for (a) the use of any of the Services as described herein, (b) any fees due with respect to the Services, (c) any overdraft resulting from use of the Services, and (d) any post-dated instructions or transfers, including Inter-Company Transfers and External Transfers, which may be initiated by any Authorized User.

# Designated Affiliates.

For the purposes of these Terms and Conditions, "Designated Affiliate" means any parent company, subsidiary, affiliate or other commonly owned company or other separate legal entity of Primary Customer that:

- (i) desires to use the Services as described herein; and
- (ii) directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Primary Customer (where "control," "controls" and "controlled" for this purpose means a Bank-approved level of common ownership of the shares or other equity interests entitled to vote for the election of directors or otherwise select the person(s) authorized to manage an entity, in Bank's sole and exclusive discretion).

Subject to Bank's approval, each Designated Affiliate hereby authorizes and requests Bank to provide the Services to each Designated Affiliate as may be requested by Primary Customer from time to time, acting as agent for each Designated Affiliate. Such acts of Primary Customer may be requested by Primary Customer's Administrator and any Authorized User. Primary Customer is authorized to designate which Accounts of Designated Affiliates with Bank (which may include all such Accounts) shall be accessed using the Services and which of Services shall be used in conjunction with each Designated Affiliate. Bank is hereby authorized and directed by each Designated Affiliate to accept instructions from Primary Customer, as agent for Designated Affiliate, with respect to any and all Services provided to Designated Affiliate from time to time under the Master Agreement.

## 4. Rights under these Terms and Conditions.

- A. Without limiting the foregoing, Primary Customer shall have the ability hereunder, upon direction of Primary Customer's Administrator and/or Authorized User(s) and without inquiry by or notice from Bank, to utilize the Services described in the Master Agreement in conjunction with the Account(s) of Primary Customer and/or any Designated Affiliates. Subject to Bank's prior approval, in its sole and exclusive discretion, such use may include the ability to initiate or otherwise engage in Inter-Company Transfers, External Transfers and/or Remote Deposits involving the Account(s) of any Designated Affiliate.
- B. Without limiting the foregoing, each Designated Affiliate shall have the ability hereunder, upon direction of Primary Customer's Administrator and/or Authorized User(s) and without inquiry by or notice from Bank, to utilize the Services described in the Master Agreement in conjunction with the Account(s) of Primary Customer or any Designated Affiliates. Subject to Bank's prior approval, in its sole and exclusive discretion, such use may include the ability to initiate or otherwise engage in Inter-Company Transfers, External Transfers and/or Remote Deposits involving the Account(s) of Primary Customer or any Designated Affiliate.
- C. Without limiting the foregoing, individual or daily transfers between Accounts may be made in any amount not exceeding the available balance in the Account from which the transfers are made. Bank reserves the right to limit the frequency and dollar amount of transfers from the Accounts for security reasons. In addition, Primary Customer's and each Designated Affiliate's ability to transfer funds between certain Accounts is limited by law and as set forth in each Account Agreement between Bank and Primary Customer or Bank and the applicable Designated Affiliate.

## Acknowledgments.

5.1 Primary Customer and each Designated Affiliate acknowledge and agree that, pursuant to the terms hereunder, Primary Customer and each Designated Affiliate, acting through any Authorized User (whether or not in fact authorized in a particular case) and as applicable, will be permitted to view the

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Account(s) of Primary Customer or any Designated Affiliate and to initiate Inter-Company Transfers. Primary Customer and each Designated Affiliate also acknowledge and agree that, pursuant to the terms hereof and subject to Bank's prior approval, in Bank's sole and exclusive discretion, Primary Customer and each Designated Affiliate may also be permitted to utilize additional Services, such as the initiation of Inter-Company Transfers, External Transfers and/or Remote Deposits involving the Account(s) of Primary Customer or any Designated Affiliate. Primary Customer and each Designated Affiliate hereby expressly acknowledge and agree to comply with, abide and be governed by the terms described in the Master Agreement regarding their respective use of the Services. Without limiting the foregoing, Primary Customer and each Designated Affiliate agree that an Inter-Company Transfer or External Transfer initiated by an Authorized User employed by *any* of them (or by any person utilizing the security procedures applicable to such Authorized User) shall be deemed an act of an Authorized User of the Primary Customer or Designated Affiliate whose funds are affected by such transfer, and all of the terms and conditions of the Master Agreement shall apply to such transfer as if it had been ordered by such Primary Customer or Designated Affiliate.

- 5.2 Primary Customer specifically acknowledges and agrees that its rights with respect to the Account(s) of each Designated Affiliate are limited to those rights specifically described herein and approved by Bank, and that other Services described in the Master Agreement may be made available with respect to any Related Entity's Account(s) at Bank's sole and exclusive discretion.
- 5.3 Each Designated Affiliate specifically acknowledges and agrees that its rights with respect to the Account(s) of Primary Customer and each other Designated Affiliate are limited to those rights specifically described herein and approved by Bank, and that other Services described in the Master Agreement may be made available with respect to Primary Customer's Account(s) or the Account(s) of any other Designated Affiliate at Bank's sole and exclusive discretion.
- 5.4 Primary Customer and each Designated Affiliate acknowledge and agree that (a) each Administrator and Authorized User of the Services will have the ability to exercise the rights described herein with regard to both Primary Customer's and each Designated Affiliate's Account(s), (b) each Administrator of the Primary Customer and each Authorized User designated by such Administrator(s) shall be deemed to be an Authorized User of each Designated Affiliate, subject to such limitations, restrictions and other requirements designated by the Administrator(s) for each Authorized User with respect to each Account of each Designated Affiliate, and (c) all Authorized Users of a Designated Affiliate may be designated by such Administrator(s) as an Authorized User of Primary Customer and all other Designated Affiliates, subject to such limitations, restrictions and other requirements designated by the Administrator(s), and as otherwise provided under the terms herein.
- 5.5 Primary Customer and each Designated Affiliate acknowledge and agree that Bank did not at any time solicit Primary Customer and/or any Designated Affiliate for activation of this arrangement, and that Bank is providing the arrangement as an accommodation to and at the express request of Primary Customer and each Designated Affiliate.
- 5.6 Primary Customer and each Designated Affiliate acknowledge and agree that they are responsible for reviewing and understanding any negative impact on them that may arise due to this arrangement or allowance of these affiliated-entity access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of each other in insolvency or otherwise, and increased losses due to unauthorized transactions).

## 6. Representations, Warranties and Covenants.

6.1 Primary Customer and each Designated Affiliate represent, warrant and covenant that any and all transfers and commingling of funds that may occur via the Services and as described herein, and all other aspects of the rights with respect to the Account(s) of Primary Customer and each other Designated Affiliate, have been duly authorized by all necessary parties, including, without limitation, the

accountholder of each Account, and that Primary Customer and each Designated Affiliate have obtained, and shall maintain in their regular business records and make available to Bank upon reasonable demand for a period of six (6) years after the termination of these Terms and Conditions, the Master Agreement or any Service(s), adequate documentary evidence of such authorization from the accountholder of each Account, executed by the duly authorized officer(s) of each such accountholder in accordance with that accountholder's organizational requirements.

- 6.2 If and as applicable, Primary Customer and each Designated Affiliate represent, warrant and covenant that, with respect to Remote Deposits in particular:
- (a) Primary Customer and each Designated Affiliate have entered or will enter into an agreement pursuant to which Primary Customer is authorized to receive, endorse and deposit into Primary Customer's Account(s) or into each Designated Affiliate's Account checks that are payable to the order of a Designated Affiliate.
- (b) All officers, partners, members, managers, employees and agents of Primary Customer are authorized to endorse all checks payable to a Designated Affiliate by handwritten endorsement, by rubber stamp endorsement, or in any other manner, and Bank may accept any check payable to a Designated Affiliate for deposit to any Account of Primary Customer without inquiry and without responsibility to confirm the validity of the endorsement of the Designated Affiliate or the sufficiency of the consideration given for the transfer of the check payable to a Designated Affiliate to the Primary Customer.
- (c) Bank shall have no obligation to inquire as to the circumstances behind any deposit of any check payable to a Designated Affiliate or to ascertain whether any check payable to a Designated Affiliate so deposited was in accordance with the terms of the agreement between the Designated Affiliate and Primary Customer.
- (d) Bank shall have no liability to a Designated Affiliate for the deposit of any such check payable to a Designated Affiliate or for the disposition of the proceeds of any such check payable to a Designated Affiliate.
- (e) Each Designated Affiliate hereby ratifies and confirms any deposit of any such check payable to a Designated Affiliate into any Account of Primary Customer at Bank prior to the date of these Terms and Conditions, and also ratifies the disposition of the proceeds of any check payable to a Designated Affiliate so deposited.
- 6.3 Primary Customer and each Designated Affiliate further covenant and agree that (a) each transfer or any commingling of funds that may occur via the Services and described herein shall not be in violation of any of their internal policies and procedures, nor be in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority, and (b) these Terms and Conditions and the Master Agreement have been duly authorized by all necessary organizational action and are the valid and binding agreements of each of them, enforceable in accordance with their terms.

#### 7. Modifications.

Primary Customer and each Designated Affiliate acknowledge and agree that the addition of any new or deletion of any current Designated Affiliate(s) to this arrangement shall require the execution and delivery of a new form of Terms and Conditions or other document by Primary Customer, all current Designated Affiliate(s) and any new Designated Affiliate(s), which documents shall supersede and replace any and all prior document(s) involving Primary Customer and any Designated Affiliate(s).

#### 8. Indemnification.

Ry. Lluis Gorgoy

Without limiting anything else contained herein, Primary Customer and each Designated Affiliate shall indemnify Bank in the manner described in Section 16 of the Master Agreement against any claim made by any of them, or by any third party, relating to or arising out of Bank's compliance with the instructions of Primary Customer or any Designated Affiliate pursuant to these Terms and Conditions, including, without limitation, any claim that any transfer or deposit authorized pursuant hereto was wrongful as against any of Primary Customer, any Designated Affiliate, or any such third party. The foregoing indemnification obligation shall also apply, and Bank shall have no liability whatsoever, in the event that any of the Services are used by Primary Customer and/or any current Designated Affiliate(s) involving any new Designated Affiliate(s) for which a new form of Terms and Conditions has not been executed or delivered by Primary Customer, all current Designated Affiliate(s) and any new Designated Affiliate(s) as described in Section 7 above.

By executing this Multi-Affiliate Joinder Agreement (the "Joinder Agreement"), the undersigned certifies that he/she is a duly authorized officer of Primary Customer and of each Designated Affiliate identified above, and each Designated Affiliate hereby agrees to all of the terms and provisions of the Master Agreement and agrees to be bound by all of such terms and provisions, as if it had executed a separate Master Agreement with Bank.

The undersigned hereby authorizes this Joinder Agreement to be attached to the Master Agreement. Primary Customer shall provide each Designated Affiliate with a copy of the Master Agreement and this Joinder Agreement.

**IN WITNESS WHEREOF**, Primary Customer and each Designated Affiliate identified above have caused this Joinder Agreement to be executed by the same person, acting as a duly authorized officer of Primary Customer and of each Designated Affiliate.

(Signature)	
Print Name: Lluis Gorgoy	
Title: Purchasing Manager	
	erson is NOT a duly authorized officer, the undersigned e Terms and Conditions on the above pages hereof and
Designated Affiliate:	Designated Affiliate:
TIN:	TIN:
By: John M. Walsh (May 19, 2021 13:31 EDT)  (Signature of Authorized Representative)	By:(Signature of Authorized Representative)
Print Name: John M. Walsh	Print Name:
Its:	Its:

Page 6 of 6

# TD BANK JOINDER

Final Audit Report

2021-05-19

Created:

2021-05-18

By:

Gail Dixon (GAD@CORALSPRINGS.ORG)

Status:

Signed

Transaction ID:

CBJCHBCAABAAwobxDi8DVAD3Qpb0oQxiUuRoZ9FNiFFy

# "TD BANK JOINDER" History

- Document created by Gail Dixon (GAD@CORALSPRINGS.ORG) 2021-05-18 7:30:35 PM GMT- IP address: 24.233.167.201
- Document emailed to Lluis Gorgoy (Igorgoy@coralsprings.org) for signature 2021-05-18 7:31:52 PM GMT
- Email viewed by Lluis Gorgoy (Igorgoy@coralsprings.org) 2021-05-18 8:19:32 PM GMT- IP address: 45.41.142.222
- Document e-signed by Lluis Gorgoy (Igorgoy@coralsprings.org)

  Signature Date: 2021-05-18 8:19:54 PM GMT Time Source: server- IP address: 91,219,214,173
- Document emailed to kbartlett@coralsprings.org for signature 2021-05-18 8:19:55 PM GMT
- Email viewed by kbartlett@coralsprings.org 2021-05-18 8:21:07 PM GMT- IP address: 172.58.12.226
- Gail Dixon (GAD@CORALSPRINGS.ORG) replaced signer kbartlett@coralsprings.org with John M. Walsh (jwalsh@fusioninvest.com)

  2021-05-19 3:25:11 PM GMT- IP address: 24.233.167.201
- Document emailed to John M. Walsh (jwalsh@fusioninvest.com) for signature
  - 2021-05-19 3:25:11 PM GMT
- Email viewed by John M. Walsh (jwalsh@fusioninvest.com) 2021-05-19 3:28:05 PM GMT- IP address: 24.233.180.82
- Document e-signed by John M. Walsh (jwalsh@fusioninvest.com)
  Signature Date: 2021-05-19 5:31:49 PM GMT Time Source: server- IP address: 24.233.180.82
- Agreement completed. 2021-05-19 - 5:31:49 PM GMT



POWEREDBY
Adobe Sign



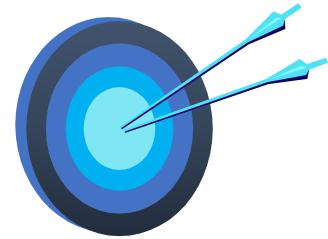


# Coral Springs Community Redevelopment Agency

WORK PLAN FISCAL YEAR 2021-2022

# Coral Springs Community Redevelopment Agency

# **MISSION**



The mission of the Coral Springs Community
Redevelopment Agency (CRA)
is to create a vibrant and sustainable downtown in which Coral Springs' residents, businesses and visitors can live, work, shop and entertain.

# Board of Directors

John M. Walsh, Sr., Chair
Andrew Kasten, Vice-Chair
Germain Bebe
Lorna Brown-Burton
Mike Del Pozo
William Vasquez

City Manager

Frank Babinec

Deputy City Manager

Melissa Heller

Office of Economic Development

Kristi Bartlett, Director

Diana M. Scarpetta, Economic Development Coordinator

Yuu Soubra, Economic Development Coordinator

# FY 21-22 CORAL SPRINGS CRA GOALS



SUPPORT COMMUNITY
ACTIVITIES THAT CREATE A
SENSE OF PLACE

ATTRACT AND RETAIN BUSINESSES

PROMOTE JOB CREATION AND ENTREPRENEURSHIP



PROMOTE, ATTRACT AND SUPPORT MIXED USE DEVELOPMENT

IMPROVE WALKABILITY,
PARKING, SIDEWALKS,
LANDSCAPING, SIGNAGE,
GREEN AND OPEN SPACE

ENCOURAGE EXTERIOR
COMMERCIAL PROPERTY
IMPROVEMENTS



**PURPOSE** 

The work plan outlines the objectives and actions to be perform during the fiscal year to achieve the Agency goals which are focused on implementing the Coral Springs Master Plan from 2014 and according to the Florida Statutes, Chapter 163 Part III.





**GOAL** 

OBJECTIVES

1. Promote, attract and support mixed use development. (Cont.)

To promote job creation through new developments that will fuel the local economy.

To increase property values through investment and redevelopment.

To create neighborhood character by implementing the City's design guidelines.

# **ACTIVITIES**



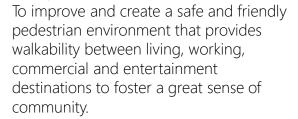
Enter into public-private partnerships to provide financial incentives to boost and expedite large developments.



**GOAL** 

2. Improve walkability, parking, sidewalks, landscaping, signage, green and open space.

# **OBJECTIVES**



To improve the functionality, safety and aesthetics of parking areas.

To increase walkability by improving sidewalks, installing new landscaping and refining green and open spaces to provide an enjoyable and safer environment.

# **ACTIVITIES**



Improve and install new features to the ArtWalk including additional streetscape furniture, lighting, beautification, landscaped areas and art features that will increase interest and enjoyment.

Continue to research options to improve parking areas in the West side of Sample Road.

Explore the possibility of creating a green space in Parcel II.





**OBJECTIVES** 

3. Encourage exterior commercial property improvements.

Enhance the appearance of commercial facades and the safety of commercial buildings located within the Coral Springs CRA.

Encourage improvements to commercial properties from the public right of way.

Create neighborhood character by implementing the City's design guidelines.

Encourage private investment.

# **ACTIVITIES**

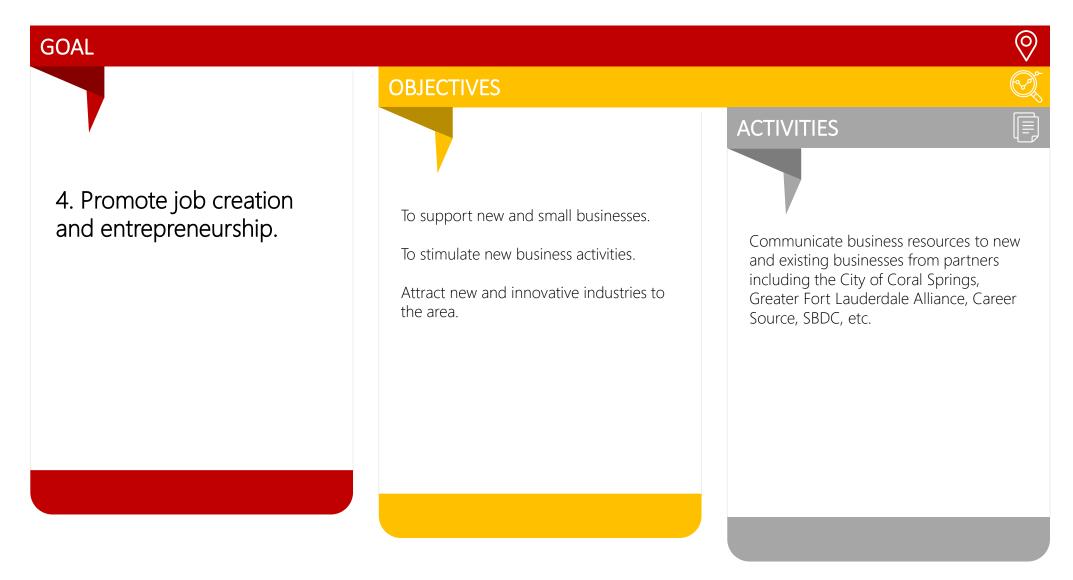


tenant and property owner participation.

Collaborate with the Development Services Department to disseminate information about the CRA Grant program to address eligible property deficiencies

Continue to implement and encourage participation in the Commercial Property Enhancement Grant Program.



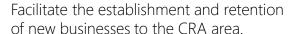






5. Attract and Retain Businesses.

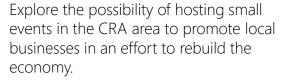
# **OBJECTIVES**



Increase economic activity within the Downtown area.

Assist in reducing vacancy rates of commercial space.

# **ACTIVITIES**



Continue to perform business retention visits and provide information on programs, grants, local and state financial resources and technical assistance.

Serve as a liaison between the City and the CRA.

Assist businesses in resolving matters related to permitting and zoning.





5. Attract and Retain Businesses. (Cont.)

Identify areas in the CRA for targeted business attraction based on recommendations from the economic development strategic plan. Attend and participate in trade shows, conferences and networking events to promote the Downtown area resulting in business

attraction.

Collaborate with the Development Services Department to assist tenants and owners in addressing Code deficiencies of commercial properties.

Encourage businesses to adopt a continuity plan to be prepared in case of a disaster.

Continue the partnership with the Coral Springs Chamber of Commerce to reach common goals.

Implement the economic development strategic plan in the Downtown area.





The Coral Springs CRA may undertake additional projects or opportunities that will benefit the elimination of declining characteristics of the area pursuant to the Florida Statutes and the Master Plan.

# Coral Springs CRA Master Plan Update



01



RFP Process & Consultant Selection

Staff is working collaboratively with the City's Procurement Dept. to create & advertise the RFP during the Summer of 2021. Also, staff anticipates to select a consultant during the Fall of the same year.

02



Plan Update

Plan update may take between 6 months to 1 year.

Board, staff and stakeholder's participation is essential.

03



Implementation

The updated plan will guide the Agency in the execution of prioritized projects and programs.









Forrest Hanson Artist



Maggie DeVries Project Manager

## **Grand Total: \$2,382.20**

TentCraft assesses a 2.95% nonrefundable Processing Fee for all Credit Card purchases. No fee is assessed for ACH payments. If paying by Credit Card, the total payment is \$2,452.47.

Thanks for your time working with us on this project. I hope by now, you've felt how different our process is and how much attention we put into getting you ready for your next event quicker and with better quality than anyone else.

Join the thousands who call TentCraft their trusted partner for all things event marketing.

PRODUCT	PRICE	QTY	TOTAL
10x10 mightyTENT USA Roof  Dye Sub on Poly  Fire, Water, Mildew & UV-Resistant Polyester Canopy	\$1,229.00	1	\$1,229.00
10' mightyTENT USA - Half Wall - Single Sided  Dye Sub on Poly  Fire Retardant / Water Resistant	\$229.00	1	\$229.00
10' mightyTENT USA Counter - Black	\$499.00	1	\$499.00
TV Mounting Bracket	\$259.00	1	\$259.00
Shipping - FedEx Ground Service	\$166.20	1	\$166.20

Tax TBD

Total \$2,382.20

TentCraft is GSA Certified

PRODUCTION WILL BEGIN WHEN TENTCRAFT RECEIVES FINAL ARTWORK APPROVAL, TERMS AND CONDITIONS AGREEMENT, AND EITHER PAYMENT IS RECEIVED OR PAYMENT TERMS APPROVED.

# PRODUCTION SKETCH.

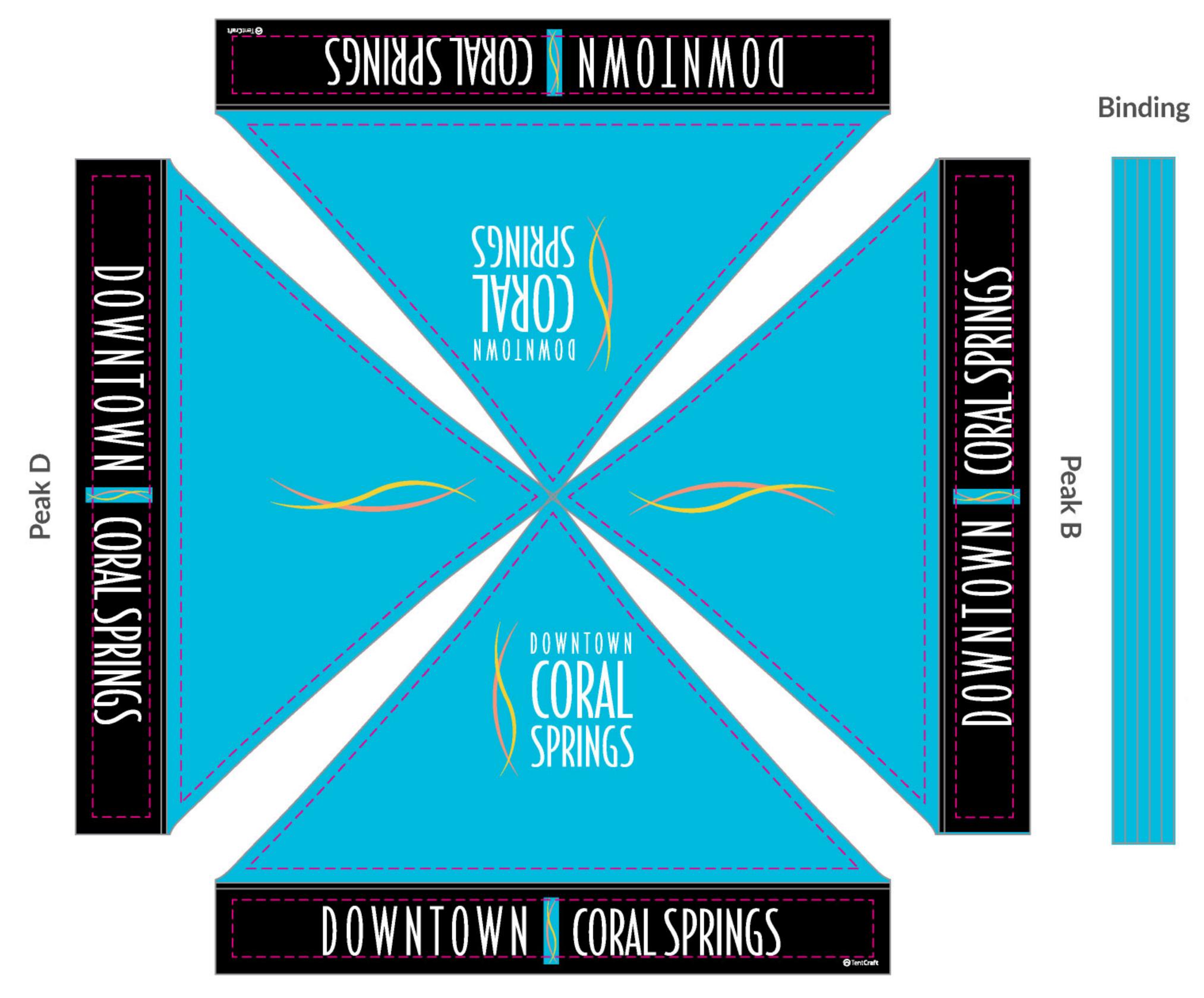
mightyTENT°
10'x10' Series 30 USA
(10% Scale)



Job Name: City of Coral Springs Job Number: 21125304T

\*ATTENTION CUSTOMER\*: Please review your sketch carefully, paying special attention to spelling, grammar, print locations, finish sizes and safety lines. Once a sketch is approved, TentCraft begins production on your order exactly as shown in the approved sketch. Any changes requested post-approval are subject to additional fees and production timelines. Art scale, color, and placement should be evaluated and approved based solely on the flat view. The 3/4 view shown below is for conceptual purposes only.

Peak C





Peak A

Job# 21125304T-1 Quantity: 1pc 10' ROOF - DYE SUB on POLY PRINT SIZE: 83.9"h x 118.3"w



Job# 21125304T-2 Quantity: 1pc 10' HALF WALL - DYE SUB on POLY FINISH SIZE: 38.25"h x 118"w OUTSIDE PRINT FRONT



