CITY OF CORAL SPRINGS, FLORIDA

CORAL SPRINGS CITY COMMISSION
REGULAR MEETING

AGENDA

Wednesday, December 4, 2024
6:30 PM

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

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Lucas Matos, Ramblewood Elementary, 3rd Grade
Sebastian Matos, Ramblewood Elementary, 1st Grade
Blake Burden, Coral Springs Middle, 6th Grade

Recognitions/Proclamations/Presentations

1. **Recognition, Dave Dittman (April Wyche)**
   Request that the City Commission recognize Dave Dittman for seven years of dedicated service as the school resource officer for Country Hills Elementary School.

2. **Recognition, Fire Department Driver Engineer David Loy (Chief John Whalen)**
   Request that the City Commission recognize David Loy, Driver Engineer, after more than 40 years of service to the City of Coral Springs in multiple departments.

3. **Recognition, Division Chief Christopher Bator, Jean Colker Honorary Chaplain Award (Chief John Whalen)**
   Request that the City Commission recognize Division Chief Christopher Bator who is the recipient of the Jean Colker Honorary Chaplain Award, from the Public Safety Chaplaincy.

Public Comment

Public Hearings/Special Meeting Announcements

4. **Ordinance 2024-118, First Reading, Aggregate Travel Budget (Dale Pazdra)**
   Request to hold public hearing and approve the first reading of Ordinance 2024-118, creating new Section 2-2.1.1 of the Code of Ordinances of the City of Coral Springs entitled “Aggregate Travel Budget”; providing for conflicts; providing for severability; providing for codification; and providing for an effective date; and to set a second reading for December 18, 2024.
   Funding Source: Approved Operating Budget.
   Strategic Goal: An Innovative, High-Performing, and Sustainable Organization.
   (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

5. **Ordinance 2024-121, First Reading, IRD Fleet Storage (LDA24-0003) (Julie Krolak)**
Request to hold public hearing and approve first reading of Ordinance 2024-121, amending Chapter 25, Article VI, Section 250646 of the Land Development Code of the City of Coral Springs to provide regulations concerning fleet storage; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and to set a second reading for December 18, 2024. (LDA24-0003)
Funding Source: Not Applicable.
Strategic Goal: An Attractive Community and A Thriving, Resilient Business Community.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

6. **Ordinance 2024-119, First Reading, Monument Signs for Corner Lots (LDA24-0004) (Julie Krolak)**
Request to hold public hearing and approve first Reading of Ordinance 2024-119 amending Section 1808 of the Land Development Code of the City of Coral Springs, entitled "Basic Monument Sign Design Schedule" and Section 1810 of the Land Development Code of the City of Coral Springs, entitled "Service Station Pump Signs," to provide certain allowances for corner lots; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and to set a second reading for December 18, 2024. (LDA24-0004)
Funding Source: Not Applicable.
Strategic Goal: An Attractive Community.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Consent

7. **Minutes Approval (Georgia Elliott)**
Request to approve the City Commission meeting summaries of November 20, 2024 Workshop and November 20, 2024 Regular Meeting.
(REQUEST TO APPROVE)

8. **City Donation to Public Safety Chaplaincy, Inc. (Dale Pazdra)**
Request to authorize the donation of $22,500 to Public Safety Chaplaincy, Inc. for professional consultancy and chaplain services provided to the city's workforce.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AUTHORIZE)

9. **Toro Turf Equipment and Parts (John Norris)**
Request to award contract for the purchase of Toro Turf Equipment and Parts to **The Toro Company** of Bloomington, Minnesota through their local distributor TESCO South, Inc. d/b/a Hector Turf of Deerfield Beach, Florida from December 4, 2024 through March 31, 2029 via the City of Mesa, Arizona contract #2023261 through Omnia Partners, Public Sector with the option to renew for one (1) additional two (2) year period; and to authorize the Purchasing Manager to execute and approve the renewal. The not to exceed annual expenditure is $300,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

10. **Affordable Housing Advisory Committee (AHAC) Incentive Report 2024 (Tracey-Ann Anthony)**
Request to approve and adopt the Affordable Housing Advisory Committee (AHAC) Incentive Report 2024 and authorize staff to transmit the report to Florida Housing Finance Corporation.
Funding Source: Not Applicable.

Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE, ADOPT, AUTHORIZE, TRANSMIT)

11. Furnish and Install Sports Lighting (Justin Ellis)

Request to award the contract for Sports Lighting Solutions with Related Technology, Equipment and Services at Riverside Park and Mullins Park through Sourcewell Contract No. 041123-MSL, to **Musco Sports Lighting, LLC** of Oskaloosa, Iowa in the amount of $295,000; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Attractive Community.
(REQUEST TO AWARD, AUTHORIZE)

12. Armored SWAT Vests (Chief Brad McKeone)

Request to award the purchase of armored SWAT vests to **Point Blank Enterprises, Inc.** of Pompano Beach, Florida through their local distributor Federal Eastern International, LLC of Jacksonville, Florida via State of Florida Contract #46151500-NASPO-21-ACS in the not to exceed amount of $85,649.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

13. Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services (Kim Moskowitz)

Request to award contract for the purchase of Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services utilizing Omnia Partners, formerly U.S. Communities, Contract No.16154-RFP to **Home Depot U.S.A., Inc.** of Atlanta, Georgia and **HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd.** of Atlanta, Georgia from December 4, 2024 through December 31, 2026. The estimated annual expenditure is $150,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

Policy Formation and Direction

14. Ordinance 2024-120, Second Reading, Amending FY 2024 Operating Budget (Ileana Kyriakides)

Request to approve and adopt on second reading of Ordinance 2024-120, which amends Ordinance 2024-114, which amended 2023-117 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, by amending Exhibit “A”, the Annual Operating Budget, to increase the General Fund amount by Seven Million, Five Hundred Thousand dollars ($7,500,000) for a total amount of $188,004,512, increase the Charter School Fund Two Million, Two Hundred Seventy-Three Thousand, Five Hundred and One dollars ($2,273,501) for a total amount of $19,791,851, increase the Equipment Services Fund amount by Seven Hundred Ninety-One Thousand, Nine Hundred and Eighteen dollars ($791,918) for a total amount of $14,618,383 and Exhibit “B”, the Capital Improvement Program to increase Eight Million, Two Hundred Ninety-One Thousand, Nine Hundred and Eighteen dollars ($8,291,918) for a total amount of $44,798,968. First reading held on November 20, 2024.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, ADOPT)

15. **Ordinance 2024-122, Second Reading, Publicly Accessible Websites for Legal Advertisements (John Hearn & Georgia Elliott)**
Request to approve and adopt on second reading Ordinance 2024-122, amending certain sections of the Code of Ordinances and the Land Development Code of the City of Coral Springs to provide for the utilization of publicly accessible websites for legal advertisements; providing for conflicts; providing for severability; providing for codification; and providing for an effective date. First reading held on November 20, 2024.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization.
(REQUEST TO APPROVE, ADOPT)

16. **Termination of Contract for Convenience with Swimphish, Inc. of Coral Springs, Florida (Justin Ellis)**
Request to terminate contract RFP 20-G-018P with Swimphish, Inc. of Coral Springs, Florida, after seven (7) days of notification by a termination letter.
Funding Source: Not Applicable.
Strategic Goal: Not Applicable.
(REQUEST TO TERMINATE)

Commission Communications

City Manager's Communication

City Attorney's Communication

17. **Election of Vice Mayor (John Hearn)**
Request to elect a Vice Mayor for a one-year term as provided in Section 3.02 of the City Charter.
(REQUEST TO ELECT)

18. **City Manager's Contract (John Hearn)**

Adjournment

Next Regular Meeting: Wednesday, December 18, 2024, 6:30 PM.

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 (Coral Springs Municipal Code, Chapter 2, Article I, Sec. 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. City Commission meetings are a limited public forum and public comment is limited to matters pertinent to the City. 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: December 4, 2024

Subject: Recognition, Dave Dittman (April Wyche)

Requested Action: Request that the City Commission recognize Dave Dittman for seven years of dedicated service as the school resource officer for Country Hills Elementary School.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Dave Dittman has served in law enforcement for 43 years. His last 7 years before retirement was spent with the Coral Springs Police Department as a School Resource Officer (SRO) for Country Hills and Eagle Ridge Elementary, where his genuine care for the students and his commitment to their safety and well-being made a lasting impact. Dave's ability to connect with students, both as a protector and a mentor, truly set him apart.

The school community loved him so much, they dedicated a bench in his honor that sits in the school courtyard at Country Hills Elementary serving as a symbol of kindness, empathy, and the power of connection that Dave exemplified every day.

After retirement, he continues to impact students with the publication of his first children's book, "The Magic Bench". A wonderful story about the power of imagination that captures Dave's spirit and the magic he brought to the school. He now spends his retirement time as a guest reader at various elementary schools around Coral Springs.

We are so proud to see his positive influence and legacy continuing through his writing and excited for the future of every student he inspires.

Presenting: April Wyche

Accepting: Dave Dittman, Retired School Resource Officer at Country Hills Elementary School

Summary Sheet

Agenda Item: 2.

Meeting Date: December 4, 2024

Subject: Recognition, Fire Department Driver Engineer David Loy (Chief John Whalen)

Requested Action: Request that the City Commission recognize David Loy, Driver Engineer, after more than 40 years of service to the City of Coral Springs in multiple departments.

Placement: Recognitions/Proclamations/Presentations

Background / Description: David Loy, a Driver Engineer with the Coral Springs-Parkland Fire Department retired in November after 29 years of dedicated service with the Fire Department, and over 40 years with the City of Coral Springs.

He began working for the City of Coral Springs, in Public Works, on September 4, 1984, and then became one of the first Code Enforcement officers when that department was created. He then worked as a Licensing Official, and then became of of our first fire inspectors. He attended the fire academy and became a volunteer, before being hired, and for many years now has been a Driver Engineer on C shift.

Dave also worked as an instructor at the Coral Springs Regional Institute of Public Safety, and throughout his career has earned five Lifesaving Commendations, five Unit Citations, one Meritorious Duty Commendation, one Phoenix Commendation and one Team Citation. One of Dave's most significant contributions has been his role as the first, and only, chairman of the Fire Pension Fund, a position he has held for 22 years, as the fund grew from $3 million to over $177 million. Dave selflessly and honorably provided his time, knowledge, and grit to this position and the department is very grateful to him.

Dave Loy has been a pillar of the fire department, and the City of Coral Springs, and his years of dedicated service are appreciated and it is an honor to recognize him today.

Presenting: John Whalen

Accepting: David Loy

Summary Sheet

Agenda Item: 3.

Meeting Date: December 4, 2024

Subject: Recognition, Division Chief Christopher Bator, Jean Colker Honorary Chaplain Award (Chief John Whalen)

Requested Action: Request that the City Commission recognize Division Chief Christopher Bator who is the recipient of the Jean Colker Honorary Chaplain Award, from the Public Safety Chaplaincy.

Placement: Recognitions/Proclamations/Presentations

Background / Description: On November 8th, at the annual Public Safety Chaplains' Prayer Breakfast, Division Chief Chris Bator was awarded the Jean Colker Honorary Chaplain Award.

The award recognizes a firefighter or law enforcement officer that significantly impacts emotional, mental, and spiritual health and wellness among first responders. Chief Bator was honored for his unwavering mental health support for first responders and civilians, as well as his efforts to make BHAP readily available statewide.

The award is named for Ms. Jean Colker, a 102-year-old philanthropist who was instrumental in founding Public Safety Chaplaincy in 2016. The organization provides chaplaincy and BHAP services to the cities of Coral Springs, Parkland, Fort Lauderdale, Pompano Beach, and Tamarac.

Presenting: Mayor Scott Brook

Accepting: Division Chief Christopher Bator

Summary Sheet

Agenda Item: 4.

Meeting Date: December 4, 2024

Subject: Ordinance 2024-118, First Reading, Aggregate Travel Budget (Dale Pazdra)

Requested Action: Request to hold public hearing and approve the first reading of Ordinance 2024-118, creating new Section 2-2.1.1 of the Code of Ordinances of the City of Coral Springs entitled “Aggregate Travel Budget”; providing for conflicts; providing for severability; providing for codification; and providing for an effective date; and to set a second reading for December 18, 2024.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Funding Source: Approved Operating Budget

Placement: Public Hearings/Special Meeting Announcements

Attachments: Ordinance 2024-118
Business Impact Estimate

Presenting: Dale Pazdra

ORDINANCE 2024-118

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA CREATING NEW SECTION 2-2.1.1 OF THE CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS ENTITLED "AGGREGATE TRAVEL BUDGET"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city commission encourages the members of the city commission to exercise leadership with respect to promoting the City of Coral Springs and seeking innovative methods for advancing and funding the city's public programs and services; and

WHEREAS, in an effort to promote that leadership, commissioners are encouraged to attend events that would enable them to promote city programs and services, as well as obtain funding and/or assistance for the city's programs and services; and

WHEREAS, in order to fund attendance at such events, the City Commission desires to create an aggregate travel budget to be approved annually; and

WHEREAS, the City Commission finds it to be in the best interests of the citizens of this community to approve the amendment to the City's Code of Ordinances;

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. Section 2-2.1.1 of the Code of Ordinances of the City of Coral Springs entitled, "Aggregate Travel Budget", shall be amended to read as follows:

Sec. 2-2.1.1. Aggregate travel budget.

(a) The city commission encourages the members of the city commission to exercise leadership with respect to promoting the City of Coral Springs and seeking innovative methods for advancing and funding the city's public programs and services. In an effort to promote leadership amongst the members of the city commission, the city commissioners should seek out events, seminars, meetings, and conferences which would enable the commissioner(s) to promote city programs and services, and which would enable the city to obtain funding and/or assistance for the city's programs and services.

(b) In order to encourage and promote the leadership of each city commissioner, the city commission shall annually approve, during the annual budget deliberations, an aggregate travel budget for the use of the mayor and city commissioners.

(c) Following the approval of the aggregate travel budget, the city commission shall approve the specific travel allowance allocated for the mayor and each city commissioner.

(d) In the event a commissioner desires to attend an event which will result in that commissioner exceeding their annual travel allowance, that commissioner shall request review and approval for the expenditure from the city commission. Providing that there are funds remaining in the city commission's aggregate travel allowance, the city commission may approve the commissioner's request by a majority vote.

(e) For purposes of this section, expenditures excluded from the aggregate travel budget shall be site visits, bond credit rating trips, grant related trips, lobbying visits to Tallahassee, or other travel requirements arranged and requested by the city manager in connection with specific city business which is identified in the adopted, annual business plan and/or legislative agenda. Funding for these specific events shall be provided through the city manager's office from appropriate and designated funding sources as contained in the city budget.

SECTION 3. 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 4. 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 5. 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 Coral Springs Code of Ordinances; 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 6. Effective Date. This Ordinance shall become effective upon the approval of the City Commission unless another effective date is specified in this Ordinance.

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 JOSEPH MCHUGH	___	___
___	___	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:
ORDINANCE NO. 2024-118 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA CREATING NEW SECTION 2-2.1.1 OF THE CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS ENTITLED "AGGREGATE TRAVEL BUDGET"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, 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: Aaron Maraj, Deputy City Clerk

Print name and title

Aaron Maraj Digitally signed by Aaron Maraj Date: 2024.11.22 12:53:20 -05'00'

Signature and Date

Summary Sheet

Agenda Item: 5.

Meeting Date: December 4, 2024

Subject: Ordinance 2024-121, First Reading, IRD Fleet Storage (LDA24-0003) (Julie Krolak)

Requested Action:

Request to hold public hearing and approve first reading of Ordinance 2024-121, amending Chapter 25, Article VI, Section 250646 of the Land Development Code of the City of Coral Springs to provide regulations concerning fleet storage; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and to set a second reading for December 18, 2024. (LDA24-0003)

Funding Source: Not Applicable.
Strategic Goal: An Attractive Community and A Thriving, Resilient Business Community.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Ordinance 2024-121
#2 - Petition LDA24-0003
#3 - Business Impact Estimate
#4 - Parking Analysis of Commerce Park

Presenting: Julie Krolak

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: December 4, 2024
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 2489

SUBJECT: Ordinance 2024-121: First Reading, IRD Fleet Storage (LDA24-0003)

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold public hearing and approve First Reading of Ordinance 2024-121 amending Chapter 25, Article VI, Section 250646 of the Land Development Code of the City of Coral Springs to provide regulations concerning fleet storage; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and set Second Reading for December 18, 2024 meeting. Funding Source: Not Applicable. Strategic Goal: An Attractive Community and A Thriving, Resilient Business Community. (LDA24-0003) (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

PRIOR ACTION:

10/14/2024	Planning & Zoning Board forwarded a favorable recommendation (4-0, Minoff absent) to the Commission relative to LDA24-0003.
8/28/2024	Commission Workshop – Commission directed Staff to move forward with a Code amendment.
6/2024	Meeting with Property Owners Association of Coral Springs Corporate Park to review potential Code requirements.
5/2024	Staff held a meeting with Property Owners Association of Coral Springs Corporate Park.
3/2024	Commission requested Staff to review and research options for commercial and recreational vehicles.
9/4/2019	Commission unanimously approved Ordinance 2019-121 for IRD Outdoor Storage.
2016	Property Owners Association of Coral Springs Corporate Park established.

STAFF RECOMMENDATION: **THAT THE CITY COMMISSION:**

1. **HOLD PUBLIC HEARING AND APPROVE FIRST READING OF ORDINANCE 2024-121 AMENDING CHAPTER 25, ARTICLE VI, SECTION 250646 OF THE LAND DEVELOPMENT CODE TO INCLUDE REQUIREMENTS FOR FLEET STORAGE; AND**

2. **SET SECOND READING OF ORDINANCE 2024-121 FOR THE DECEMBER 18, 2024 CITY COMMISSION MEETING.**

LOCATION: X City-Wide

ATTACHMENTS:

#1 – Ordinance 2024-121
#2 – Petition LDA24-0003
#3 – Business Impact Estimate
#4 – Parking Analysis of Commerce Park

Subject: Ordinance 2024-121: First Reading, IRD Fleet Storage (LDA24-0003)

SUBJECT: PETITION OF THE CITY OF CORAL SPRINGS AMENDING CHAPTER 25, ARTICLE VI, SECTION 250646 OF THE LAND DEVELOPMENT CODE TO PROVIDE REGULATIONS CONCERNING FLEET STORAGE. (LDA24-0003)

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, changes to state or county laws and practical recommendations from City Staff. Code amendments are typically brought forward as the need arises and as directed by the City Commission. The City of Coral Springs continuously monitors and reviews the LDC to ensure appropriate regulations for development and zoning within the City.

Parking of commercial and recreational vehicles is restricted throughout the City on properties zoned for residential uses. Typically, residents and business owners with commercial or recreational vehicles utilize self-storage facilities located in the Commerce Park for storage of their vehicles. The Industrial, Research, and Development (IRD) Zoning District is intended to provide land for the purpose of business and industry which support the economic base of the city and contribute to its economic growth and self-sufficiency. The nature of uses includes the research, development and manufacturing of products with development standards intended to result in an efficient and attractive appearance through various site design standards.

In the past year, several self-storage facilities located in the Commerce Park have closed resulting in lack of options for parking of these vehicles. As such, at the direction of City Commission, Staff reviewed and researched options for commercial and recreational vehicles. Staff evaluated the Commerce Park and held meetings with business owners and the Property Owners Association of the Coral Springs Corporate Park to discuss challenges and opportunities with storage options and requirements. Based on these discussions, it was noted that there is minimal vacant land for new development and with the loss of self-storage for commercial and recreational vehicles, residents and business owners have limited locations to store their vehicles within the City. While there are some properties with additional parking above Code requirements, existing outdoor storage requirements are cost prohibitive to allow for commercial fleet storage.

Included in the analysis was examining storage options for recreational vehicles. While the reduction in self-storage facilities affects recreational vehicles, as well, it was determined that no changes would be proposed to modify restrictions on recreational vehicle storage in residential districts.

ANALYSIS

In order to make the necessary amendments, Staff evaluated the existing uses and parking requirements within the Commerce Park. Meetings with Staff and the Association assisted in evaluating the needs of businesses and residents. While the Code was amended in 2019 to include outdoor storage regulations in the Commerce Park, City Staff and the Association determined that the requirements would be cost prohibitive to allow for fleet storage. Parking was

evaluated to determine if the sites contained sufficient parking based on the current uses. It was determined that approximately 65 of the 90 parcels in the Commerce Park contained excess parking above Code requirements. Although fleet storage would continue to be considered as outdoor storage, additional screening methods could be included, such as use of landscaping or buildings so long as the vehicles would not be visible from street view.

The following is a brief outline of proposed changes to the LDC relating to storage of fleet vehicles within the Commerce Park.

Section 250646 – Storage

The existing section of the Code provides information for outside storage. Proposed changes will include a definition for fleet vehicles, location in which vehicles can be parked, and requirements for a minor site plan review. Fleet storage will be permitted on properties with excess parking spaces and will only apply to businesses in the IRD district with an active Coral Springs Business Tax Receipt. These may be existing businesses with excess fleet vehicles that do not fit on their properties or businesses without brick-and-mortar locations. The vehicles shall be screened from the public right-of-way, either behind a fence, wall, landscaping, or building.

CONCLUSION

The purpose of the proposed amendment is to allow the storage of fleet vehicles in the Commerce Park. Providing this storage flexibility to property owners with excess parking spaces allows other business owners with fleet vehicles to keep their vehicles close by to be used regularly in business operation. Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission for the proposed amendment.

INTERVENING ACTION FROM THE OCTOBER 14, 2024 PLANNING AND ZONING BOARD MEETING

The Planning and Zoning Board forwarded a favorable recommendation (4-0, Minoff absent) relative to LDA24-0003 amending Article VI, Division 3 (Industrial, Research and Development (IRD) District) of the Land Development Code to include requirements for fleet storage.

ORDINANCE 2024-121

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING CHAPTER 25, ARTICLE VI, SECTION 250646 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS TO PROVIDE REGULATIONS CONCERNING FLEET STORAGE; 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, Section 250646 of the Land Development Code of the City of Coral Springs ("LDC") establishes regulations pertaining to storage within the Industrial Research and Development District; and

WHEREAS, City staff has found that Section 250646 does not currently contain regulations pertaining to fleet storage and has recommended an amendment to the LDC; and

WHEREAS, the City Commission accepts the recommendation of the City's professional staff and finds that the revisions to the LDC are in the best interests of the citizens of the City of Coral Springs; now, therefore

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. Section 250646 of the Land Development Code of the City of Coral Springs entitled, "Storage", shall be amended to read as follows:

Sec. 250646. Storage.

There shall be no open outside storage of materials, supplies, products, equipment or machinery, except automotive vehicles and fleet storage, unless the area used for such outside storage is effectively screened from direct view at ground level from any street.

(1) Outside storage areas shall be ancillary to the main permitted use and shall not exceed twenty-five (25) per cent of the parcel. Only one storage area per parcel may be permitted. Materials shall not exceed the height of the screening material. Storage of materials shall not be located within required parking spaces. The storage area shall consist of a concrete or asphalt floor, an exterior appearance which is compatible with the building or buildings it serves; and a location of orientation which facilitates safe vehicular movements, convenience for users and accessibility for service vehicles.

(2) For the purposes of this Section, fleet storage shall mean storage or parking of one (1) or more vehicles used regularly in business operations. Excluded from this use type are automotive and equipment sales/rentals and the incidental parking of vehicles as an accessory use to a permitted use on the same premises. Typical uses may include delivery truck fleets or contractor truck/van fleets.

(a) Fleet storage shall be permitted on parcels with excess parking as per the requirements in Section 250816. Surplus parking spaces may be used for fleet storage and will require a site plan modification to establish the use of these spaces. At a minimum, plans shall include a site plan which indicates the location of the spaces to be used for fleet storage and adequate screening from the public right-of-way.

(b) Fleet storage shall be limited to vehicles of businesses located in Coral Springs with an active business tax receipt.

(c) Fleet stored shall be operable and in working condition.

SECTION 3. 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 4. 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 5. 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 6. 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 MCHUGH	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___

CORAL SPRINGS
EVERYTHING UNDER THE SUN

LAND DEVELOPMENT CODE AMENDMENT (LDA) PETITION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

Petitioner: CITY OF CORAL SPRINGS

Email Address: ECHANG@CORALSPRINGS.GOV

Section(s) of the code to be amended:
ARTICLE VI (INDUSTRIAL DISTRICTS), DIVISION 3 (IRD DISTRICT)

Proposed Amendment (use attachments, if necessary):

ADD IN REQUIREMENTS FOR STORAGE OF FLEET VEHICLES.

Reason for Amendment (use attachments, if necessary):

TO PROVIDE ADDITIONAL OPPORTUNITY TO PROPERTY OWNERS TO LEASE EXCESS PARKING SPACES TO BUSINESS WITH FLEET VEHICLES.

What is the public benefit of the proposed code amendment?

ALLOW THE STORAGE OF FLEET VEHICLES IN THE COMMERCE PARK ON PROPERTIES WITH EXCESS PARKING. AVAILABILITY OF STORAGE LOTS HAS DECREASED AND ALLOWING PROPERTY OWNERS TO LEASE OUT EXCESS SPACES WILL ALLOW BUSINESSES WITHOUT THE NECESSARY SPACE TO PARK FLEET VEHICLES.

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

N/A

*Does this amendment impact the cost of housing? ☐YES ■ NO

If yes, what is the approximate increase per unit? _____

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization this 23rd day of September, 2024.

Julie Krolak
Signature of Petitioner

Judith Butler
Notary Public

JULIE KROLAK
Petitioner's Name (Print or Type)

My Commission Expires: 10/3/27

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

9500 W SAMPLE RD, CORAL SPRINGS, 954-344-1160
Address (Street, City, Phone)

JKROLAK@CORALSPRINGS.GOV
Email Address

✓ Personally Known
Type of Identification Produced: _____
_____ Did Take an Oath
_____ Did Not Take an Oath

- ❑ **Two (2) 11"x17" sets of site plan of subject property.**
- ❑ **CD containing digital copies of all documents in PDF file.**
- ❑ **FEE: $4,676.48 Plus recordation fee and legal advertising costs to be determined by City Clerk (954) 344-1065.**

TO BE COMPLETED BY COMMUNITY DEVELOPMENT DIVISION

Accepted By: _____ Petition # LDA24-0003 Date: 9/23/2024

*IF THIS AMENDMENT IMPACTS THE COST OF HOUSING PER UNIT, NOTIFY CHIEF PLANNER.

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:
ORDINANCE 2024-121 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING CHAPTER 25, ARTICLE VI, SECTION 250646 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS TO PROVIDE REGULATIONS CONCERNING FLEET STORAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, 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).

The proposed ordinance will provide property owners within the Industrial, Research, and Development (IRD) Zoning District the opportunity to utilize excess parking spaces for fleet storage of other local businesses. With a loss of self-storage for commercial vehicles, residents and business owners have limited locations to store their vehicles within the City. Fleet storage shall be screened from the public right-of-way, either behind a fence, wall, landscaping, or building.

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.

The proposed ordinance is optional and does not require businesses to incur additional costs.

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

The proposed ordinance is optional and does not require businesses to incur additional costs. If a business decides to utilize their excess spaces to lease to another local business, a site plan review will be required. As of 10/1/2024, a minor site plan review fee is $701.63. Additional fees may be required if permits are necessary for installation of a fence, wall, or landscaping.

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

The proposed ordinance is optional and does not require businesses to incur additional costs. If a business decides to utilize their excess spaces to lease to another local business, a site plan review will be required. As of 10/1/2024, a minor site plan review fee is $701.63. Additional fees may be required if permits are necessary for installation of a fence, wall, or landscaping. These application and permit fees would generate revenue for the City.

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

There are approximately 90 parcels with the IRD Zoning District. Currently, approximately 65 parcels have excess parking spaces that may be utilized for fleet storage. The proposed ordinance is optional and does not require businesses to enact the ordinance.

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

N/A

Prepared by: Elizabeth Chang, Zoning Manager

Print name and title

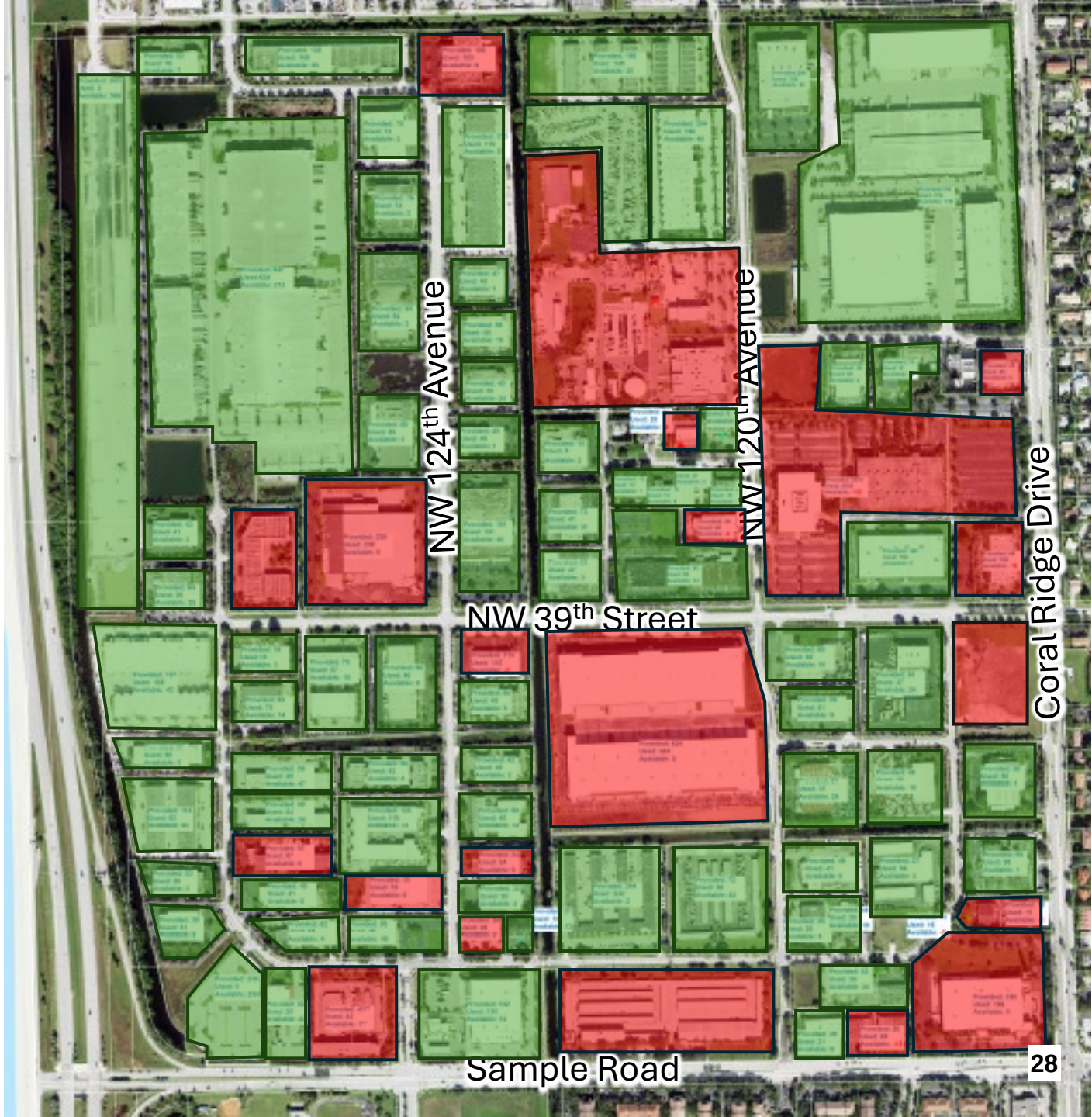
Elizabeth Chang

Digitally signed by Elizabeth Chang
Date: 2024.11.21 12:50:27 -05'00'

Signature and Date

Parking File Analysis

Parcels with excess parking above Code requirements



Summary Sheet

Agenda Item: 6.

Meeting Date: December 4, 2024

Subject: Ordinance 2024-119, First Reading, Monument Signs for Corner Lots (LDA24-0004) (Julie Krolak)

Requested Action:

Request to hold public hearing and approve first Reading of Ordinance 2024-119 amending Section 1808 of the Land Development Code of the City of Coral Springs, entitled “Basic Monument Sign Design Schedule” and Section 1810 of the Land Development Code of the City of Coral Springs, entitled “Service Station Pump Signs,” to provide certain allowances for corner lots; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and to set a second reading for December 18, 2024. (LDA24-0004)

Funding Source: Not Applicable.
Strategic Goal: An Attractive Community.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Ordinance 2024-119
#2 - Petition LDA24-0004
#3 - Business Impact Estimate

Presenting: Julie Krolak

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: December 4, 2024
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 2490

SUBJECT: Ordinance 2024-119: First Reading, Monument Signs for Corner Lots (LDA24-0004)

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold public hearing and approve First Reading of Ordinance 2024-119 amending Section 1808 of the Land Development Code of the City of Coral Springs, entitled "Basic Monument Sign Design Schedule" and Section 1810 of the Land Development Code of the City of Coral Springs, entitled "Service Station Pump Signs," to provide certain allowances for corner lots; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and set Second Reading for December 18, 2024 meeting. Funding Source: Not Applicable. Strategic Goal: An Attractive Community. (LDA24-0004) (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

PRIOR ACTION:

10/14/2024	Planning & Zoning Board forwarded a favorable recommendation (4-0, Minoff absent) to the Commission relative to LDA24-0004.
11/28/2018	Commission adopted Ordinance 2018-107 approving amendments to Section 190.1, Chapter 18, and Section 1-8.1 to be consistent with State and Federal laws.
05/04/2010	Commission adopted Ordinance 2010-108 approving amendments to the Land Development Code, Chapter 18, relating to multi-tenant monument signs.
11/07/2006	Commission adopted Ordinance 2006-113 approving amendments to the Land Development Code, Chapter 18, relating to real estate signs, multi-story commercial signs, designer signs, wall signs, and size and number of signs.
10/18/2005	Commission adopted Ordinance 2005-118 approving amendments to the Land Development Code, Chapter 18, relating to election signs, flag regulations, and monument signs.
10/19/2004	Commission adopted Ordinance 2004-124 approving amendments to Section 1806 of the Land Development Code, relating to Special Event Signs and Grand Opening Signs.

STAFF RECOMMENDATION: **THAT THE CITY COMMISSION:**

1. **HOLD PUBLIC HEARING AND APPROVE FIRST READING OF ORDINANCE 2024-119 AMENDING SECTION 1808 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "BASIC MONUMENT SIGN DESIGN SCHEDULE" AND SECTION 1810 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "SERVICE STATION PUMP SIGNS"; AND**

2. **SET SECOND READING OF ORDINANCE 2024-119 FOR THE DECEMBER 18, 2024 CITY COMMISSION MEETING.**

LOCATION: __X__ City-Wide

ATTACHMENTS:

#1 – Ordinance 2024-119
#2 – Petition LDA24-0004
#3 – Business Impact Estimate

Subject: Ordinance 2024-119: First Reading, Monument Signs for Corner Lots (LDA24-0004)

SUBJECT: PETITION OF THE CITY OF CORAL SPRINGS AMENDING SECTION 1808 (BASIC MONUMENT SIGN DESIGN SCHEDULE) AND SECTION 1810 (SERVICE STATION PUMP SIGNS) OF THE LAND DEVELOPMENT CODE TO ALLOW CORNER LOTS TO COMBINE STREET FRONTAGES FOR THE PURPOSES OF A MONUMENT SIGN. (LDA24-0004)

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.

Chapter 18 (Signs) of the LDC is the instrument used to guide the exterior placement of signs in all zoning districts throughout the City. The sign ordinance has been amended several times since its inception to accommodate property owners and residents. The purpose of the sign code is to provide communication and identification of needed goods and services while properly indexing the environment. It is intended to provide the framework for a comprehensive and balanced system of sign control and promote public safety, thereby facilitating a clear, aesthetic, and pleasant communication between people and their environment. Furthermore, it provides uniformity and control of signs which are intended to communicate to the off-premises general public and to authorize the use of signs which are:

(a) compatible with their surroundings,
(b) expressive of the identity of individual proprietors or of the community as a whole,
(c) legible under the circumstances in which they are seen,
(d) effective in indexing the environment,
(e) conducive to promoting traffic safety by preventing a visual distraction, and
(f) conducive to promoting excellence in graphic communication.

In the past, the City has been recognized as having a sign code with higher standards than many cities nationwide. While the LDC contains regulations that guide the physical development of the City, these regulations are not static and are updated regularly to account for emerging trends. For example, in the past ten years, the City has incorporated the ability for business owners to utilize “designer” signs and multi-tenant monument signs in response to the needs of the business community.

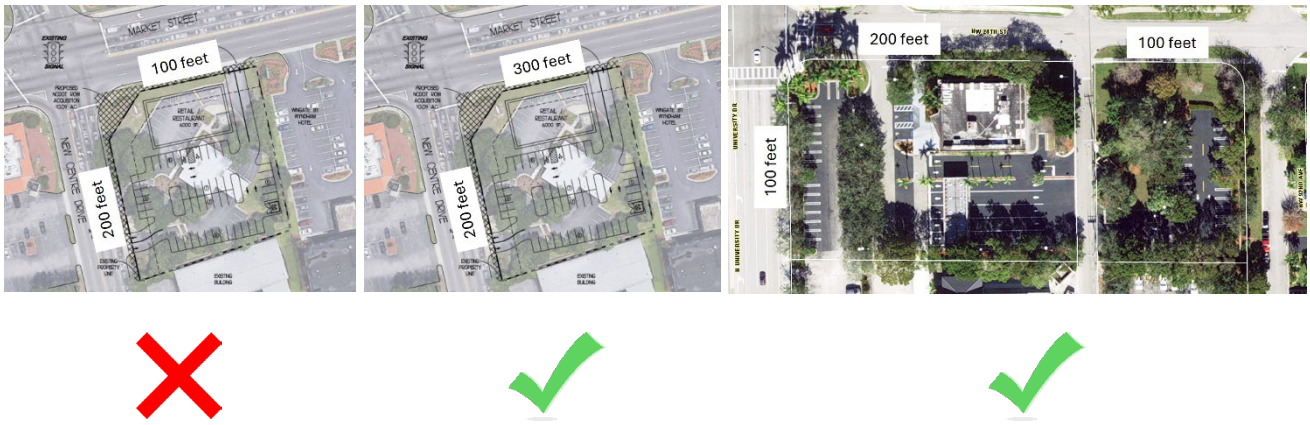
ANALYSIS

The intent of monument signs, in general, is to provide a wayfinding mechanism to effectively identify certain businesses and services within large multi-tenant sites or properties with appropriate street frontage. The existing requirements allow for monument signs in certain zoning districts (i.e. B-1, B-2, B-3, MC, EC, IC, GC, P, CF-G, SU and GU) only if the building square footage amounts to a minimum of 40,000 square feet of gross building area or a minimum of 400 lineal feet of street frontage along a front or street-side property line. Each side is treated

independently. The 400-foot requirement limits the amount of monument signs that can be located on a street frontage in order to prevent sign clutter along the street. Additionally, monument signs are required to be at least 200 feet from another monument sign.

One tool to help guide changes to an existing sign ordinance is to research existing conditions throughout the City and examine potential impacts. In recent years, the City has considered sign variance requests for monument signs on corner lots. Previous requests include Wawa and 7-Eleven. Justification for these variances concluded that the requirement was obtained by combining the two street frontages. While Wawa was approved based on the combined street frontages, 7-Eleven is still in review.

Sections 1808 and 1810 currently allow monument signs on properties with buildings that exceed 40,000 square feet of gross building area or a minimum of 400 lineal feet of street frontage. The objective of the proposed amendment is to provide flexibility for monument signs on corner lots of properties with two street frontages. These two street frontages will have the ability to combine the frontage and allow a monument sign, if over the 400 lineal feet requirement. The distance separation between monument signs will not be changed and will still be required to be 200 feet from one another.



CONCLUSION

The purpose of the proposed amendment is to provide flexibility for corner lots to obtain a freestanding monument sign by combining their street frontages to meet the 400 lineal feet requirement. This amendment will continue to benefit the business community without resulting in sign clutter along the street. Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission for the proposed amendment.

INTERVENING ACTION FROM THE OCTOBER 14, 2024 PLANNING AND ZONING BOARD MEETING

The Planning and Zoning Board forwarded a favorable recommendation (4-0, Minoff absent) relative to LDA24-0004.

ORDINANCE 2024-119

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING SECTION 1808 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "BASIC MONUMENT SIGN DESIGN SCHEDULE" AND SECTION 1810 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "SERVICE STATION PUMP SIGNS," TO PROVIDE CERTAIN ALLOWANCES FOR CORNER LOTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's professional staff reviews the City's Codes from time to time to ensure consistency and currentness with operational practices; and

WHEREAS, City staff has identified a certain section of the City's Code which requires administrative revision; and

WHEREAS, the City Commission accepts the recommendations of the City's professional staff and finds that the adoption of this Ordinance is in the best interests of the community;

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. Section 1808 of the Land Development Code of the City of Coral Springs entitled "Basic Monument Sign Design Schedule", shall be amended to read as follows:

Sec. 1808. Basic monument sign design schedule.

(a) *Table.*

* * * *

(b) *Implementations.*

(1) In the following zoning districts: B-1, B-2, B-3, MC, EC, IC, GC, P, CF-G, SU and GU a monument sign is allowed only if the building square footage amounts to a minimum of forty thousand (40,000) square feet of gross building area or a minimum of four hundred (400) lineal feet of street frontage along a front or street-side property line, under a single or unified ownership, control, or operation unless the property qualifies for a monument sign at a block or mid-block opening in master parking areas in the following zoning districts: B-2, B-3, and IC. Corner lots shall be allowed to combine the two (2) street frontages to meet the four hundred (400) lineal foot requirement.

SECTION 3. Section 1810 of the Land Development Code of the City of Coral Springs entitled "Service Station Pump Signs", shall be amended to read as follows:

Sec. 1810. Service station pump signs.

Signs exhibited at service stations, as determined by the approved local business tax use, can be displayed in the following ways, as applicable:

(1) One (1) freestanding monument type of sign, per site per street frontage if the building square footage amounts to a minimum of forty thousand (40,000) square feet of gross building area or a minimum of four hundred (400) lineal feet of street frontage along a front or street-side property line, under a single or unified ownership, control, or operation. Corner lots shall be allowed to combine the two (2) street frontages to meet the four hundred (400) lineal foot requirement. If allowed, the monument sign shall be subject to limitations below and specifications listed in section 1808.

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 Coral Springs Code of Ordinances; 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 unless another effective date is specified in this Ordinance.

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 MCHUGH	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___

CORAL SPRINGS
EVERYTHING UNDER THE SUN

LAND DEVELOPMENT CODE AMENDMENT (LDA) PETITION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

Petitioner: CITY OF CORAL SPRINGS

Email Address: ECHANG@CORALSPRINGS.GOV

Section(s) of the code to be amended:
SECTION 1808

Proposed Amendment (use attachments, if necessary):

ADD IN REQUIREMENTS FOR MONUMENT SIGNS ON CORNER LOTS. CORNER LOTS WILL BE ABLE TO COMBINE THE TWO STREET FRONTAGES TO ADD ONE MONUMENT SIGN TO THE PROPERTY, IF OVER 400 LINEAL FEET.

Reason for Amendment (use attachments, if necessary):

TO PROVIDE ADDITIONAL OPTIONS FOR MONUMENT SIGNS FOR PROPERTIES THAT CONTAIN TWO FRONTAGES. THESE PROPERTIES WILL HAVE THE ABILITY TO COMBINE THEIR STREET FRONTAGES AND INSTALL A MONUMENT SIGN, IF OVER 400 LINEAL FEET.

What is the public benefit of the proposed code amendment?

PROVIDE THE OPPORTUNITY FOR ADDITIONAL SIGNAGE.

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

*Does this amendment impact the cost of housing? ☐ YES ■ NO

If yes, what is the approximate increase per unit? _____

Sworn to and subscribed before me, by means of ☑ physical presence or ☐ online notarization this 23rd day of September, 2024.

Julie Krolak
Signature of Petitioner

Judith Butler
Notary Public

JULIE KROLAK
Petitioner's Name (Print or Type)

My Commission Expires: 10/3/27

9500 W SAMPLE RD, CORAL SPRINGS, 954-344-1160
Address (Street, City, Phone)

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

JKROLAK@CORALSPRINGS.GOV
Email Address

V Personally Known
Type of Identification Produced: _____
_____ Did Take an Oath
_____ Did Not Take an Oath

- ❑ **Two (2) 11"x17" sets of site plan of subject property.**
- ❑ **CD containing digital copies of all documents in PDF file.**
- ❑ **FEE: $4,676.48 Plus recordation fee and legal advertising costs to be determined by City Clerk (954) 344-1065.**

TO BE COMPLETED BY COMMUNITY DEVELOPMENT DIVISION

Accepted By: EC Petition # LDA24-0004 Date: 9/23/2024

*IF THIS AMENDMENT IMPACTS THE COST OF HOUSING PER UNIT, NOTIFY CHIEF PLANNER.

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:
ORDINANCE 2024-119 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING SECTION 1808 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "BASIC MONUMENT SIGN DESIGN SCHEDULE" AND SECTION 1810 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "SERVICE STATION PUMP SIGNS," TO PROVIDE CERTAIN ALLOWANCES FOR CORNER LOTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, 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).

The existing sign code allows monument signs for properties in certain zoning districts only if the building square footage amounts to a minimum of 40,000 square feet or contains 400 lineal feet of street frontage. Street frontages on corner lots are treated independently. The proposed ordinance will provide property owners on corner lots the opportunity to obtain a monument sign by combining their street frontages.

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.

The proposed ordinance is optional and does not require businesses to incur additional costs.

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

The proposed ordinance is optional and does not require businesses to incur additional costs. If a business decides to install a monument sign, fees would be related to permit costs. As of 10/1/2024, sign permit fees for Structural and Electrical are $150.90 each. Zoning review fees are $101.45. Additional costs may be incurred related to inspections and other reviews.

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

The proposed ordinance is optional and does not require businesses to incur additional costs. If a business decides to install a monument sign, the permit fees would generate revenue for the City.

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

There are approximately 60 parcels throughout the City that may be impacted by the proposed ordinance. However, the proposed ordinance is optional and does not require businesses to incur additional costs.

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

N/A

Prepared by: Elizabeth Chang, Zoning Manager

Print name and title

Elizabeth Chang

Digitally signed by Elizabeth Chang
Date: 2024.11.21 12:52:03 -05'00'

Signature and Date

Summary Sheet

Agenda Item: 7.

Meeting Date: December 4, 2024

Subject: Minutes Approval (Georgia Elliott)

Requested Action: Request to approve the City Commission meeting summaries of November 20, 2024 Workshop and November 20, 2024 Regular Meeting.
(REQUEST TO APPROVE)

Placement: Consent

Attachments: Summary of November 20, 2024 Workshop
Summary of November 20, 2024 Regular Meeting

CITY OF CORAL SPRINGS, FLORIDA

CORAL SPRINGS CITY COMMISSION WORKSHOP

DRAFT SUMMARY

Wednesday, November 20, 2024
1:30 PM

Sawgrass Room, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order

Mayor Scott Brook called the meeting to order at 1:33 p.m.

Roll Call

Mayor Scott Brook
Vice Mayor Shawn Cerra
Commissioner Nancy Metayer Bowen
Commissioner Joshua Simmons
Commissioner Joseph McHugh

Also in attendance:
City Manager Frank Babinec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Commission Workshop Items

1. **Welcome & Importance of Unity (Frank Babinec)**

   City Manager Frank Babinec thanked senior staff for their contributions and presentations in orienting newly elected Commissioner Joseph McHugh. Mr. Babinec reflected on how well the Commission works together to serve their community.

   Members of the Commission welcomed Commissioner McHugh and shared their experiences serving as members of the City Commission.

2. **City Commission Meeting Cadence & Review of the 2025 Meeting Calendar (Catherine Givens & Georgia Elliott)**

   Deputy City Manager Catherine Givens reviewed the meeting cadence of the City Commission. Consensus was reached to retain the existing meeting cadence.

   A review of the 2025 City Commission meeting calendar was led by Ms. Givens. Discussion ensued. Consensus was reached to amend the second regular meeting in March from the 12th to the 13th and the second regular meeting in November from the 19th to the 13th.

3. **Boards, Committees, & Group Assignments (Dale Pazdra)**

   Deputy City Manager Dale Pazdra led the Commission in an exercise to assign commissioners as liaisons serving on the city's boards, committees, and groups. Mr. Pazdra noted the changes to the Commission liaison assignments.

4. **Emergency Operations in City Hall (Frank Babinec)**

   City Manager Frank Babinec reviewed the emergency operations plan for City Hall.

5. **Protocols (Catherine Givens, Dale Pazdra & Luwam Ghermay)**

   Deputy City Manager Givens and Commission Relationship Manager Luwam Ghermay discussed the protocols for the Commission. Discussion ensued. Consensus was reached to amend Protocol 17.

6. **Ethics (John Hearn & City Attorney's Office)**

   City Attorney John Hearn reviewed the ethics requirements for elected officials.

7. **Wrap-Up & Feedback (Frank Babinec)**

   No additional items were discussed.

Commission Communications

8. **Election Congratulatory Letters (Mayor Brook)**

   Consensus was reached for members of the Commission to work with Ms. Ghermay to send congratulatory letters to newly and re-elected officials.

   Ms. Ghermay informed the Commission that a part-time employee has been selected to assist in the City Commission office and that the individual is currently undergoing employment screening requirements.

9. **Publicly Recognizing Long Term Residents and Businesses (Mayor Brook)**

   The Commission discussed the recognition process for long term residents and businesses.

10. **Commission Attended Conferences**

    Members of the Commission shared takeaways from attended conferences.

Adjournment

There being no further business, the workshop was adjourned at 5:57 p.m.

_____
Georgia Elliott City Clerk

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

CITY OF CORAL SPRINGS, FLORIDA

CORAL SPRINGS CITY COMMISSION
REGULAR MEETING

DRAFT SUMMARY

Wednesday, November 20, 2024
6:00 PM

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

Call to Order
Mayor Brook called the meeting to order at 6:12 p.m.

Roll Call
Mayor Scott Brook
Vice Mayor Shawn Cerra
Commissioner Nancy Metayer Bowen
Commissioner Joshua Simmons (arrived at 6:14 p.m.)
Commissioner Joseph McHugh

Also in attendance:
City Manager Frank Babinec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Julius Roldan, Riverside Elementary, Kindergarten
Janelle Roldan, Riverside Elementary, 3rd Grade
Christopher Roldan, J.P. Taravella High School, 12th Grade

Recognitions/Proclamations/Presentations

1. **Recognition, Marty Grady (Vice Mayor Cerra)**
   The City Commission recognized Marty Grady for his exceptional contributions to our swim community.

Public Comment

- Curt Tiefenbrun shared details about the new members of the Coral Springs Improvement District Board of Supervisors and provided a CSID resolution to City Manager Babinec.
- Sharon Lettera discussed a zoning issue related to Excelsior Arts Preparatory School.
- Joycy Lacombe shared concerns relating to the usage of Three Mountains Park.

Public Hearings/Special Meeting Announcements

2. **Ordinance 2024-120, First Reading, Amending FY 2024 Operating Budget (Ileana Kyriakides)**

Request to hold public hearing and approve first reading of Ordinance 2024-120, which amends Ordinance 2024-114, which amended 2023-117 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, by amending Exhibit "A", the Annual Operating Budget, to increase the General Fund amount by Seven Million, Five Hundred Thousand dollars ($7,500,000) for a total amount of $188,004,512, increase the Charter School Fund Two Million, Two Hundred Seventy-Three Thousand, Five Hundred and One dollars ($2,273,501) for a total amount of $19,791,851, increase the Equipment Services Fund amount by Seven Hundred Ninety-One Thousand, Nine Hundred and Eighteen dollars ($791,918) for a total amount of $14,618,383 and Exhibit "B", the Capital Improvement Program to increase Eight Million, Two Hundred Ninety-One Thousand, Nine Hundred and Eighteen dollars ($8,291,918) for a total amount of $44,798,968; and to set a second reading for December 4, 2024.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

City Attorney Hearn read the item into the record. Director Ileana Kyriakides explained the item. Public hearing was opened and there were no comments. Public hearing closed. Ms. Kyriakides fielded questions from the Commission.

Motion: To approve Ordinance 2024-120 on first reading and set second reading for December 4, 2024.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Commissioner Simmons

3. Ordinance 2024-122, First Reading, Publicly Accessible Websites for Legal Advertisements (John Hearn & Georgia Elliott)

Request to hold public hearing and approve the first reading of Ordinance 2024-122, amending certain sections of the Code of Ordinances and the Land Development Code of the City of Coral Springs to provide for the utilization of publicly accessible websites for legal advertisements; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

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

Motion: To approve Ordinance 2024-122 on first reading and set second reading for December 4, 2024.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Vice Mayor Cerra

4. Special Exception, City Village West (Phase 1) (SE24-0006) (Tina Jou)

Date/Time Certain at 6:30 PM
Request to hold quasi-judicial hearing and public hearing to approve petition of Greenspoon Marder, LLP for Special Exceptions from Land Development Code Sections 250818 (Off-Street Loading), 2501049 (Downtown Regulating Plan), 2501055 (Circulation), 2501056 (Block Length and Perimeter), 2501059 (DT-MU Building Type Table), and 2501061 (General Design Standards) relative to loading space requirements, building frontage, street design,

block length, private frontage requirements, and mid-rise building dimensional requirements to accommodate the construction of the west portion (Phase One, along W. Sample Road from Coral Hills Drive to approximately NW 94th Avenue) of a mixed-use development in the Downtown Mixed-Use (DT-MU) Zoning District, legally described as Parcels A and B, Coral Hills-Sample; and Parcels A, B, Lots 1-30, Canal and Maintenance Area, and Service Drive, Village Square; and authorize the City Attorney's Office to draft an order approving SE24-0006 and adopt said order. (SE24-0006)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

City Attorney Hearn read the item into the record, outlined the procedures for quasi-judicial hearings, identified the affected parties, and spoke to the filing of ex parte communication disclosure forms with City Clerk Georgia Elliott.

Ms. Elliott swore in staff, petitioner representatives, and affected parties for the quasi-judicial hearing.

Assistant Director Tina Jou gave a staff presentation on the item and fielded questions from the Commission. A copy of the presentation was made a part of the record. The city's traffic consultant, Joaquin Vargas of Traf Tech Engineering, gave a traffic report. Staff Exhibit 1 was entered and accepted into evidence. Ms. Jou, Mr. Vargas, and City Manager Babinec fielded questions from the Commission. Mr. Vargas agreed to work with staff on traffic concerns raised, including a half a cycle for Coral Hills and Sample, crashes and access for the protected left turn, reducing speeding, an evaluation of the jog right/left at the alley on Coral Hills, and school buses. Matthew Scott of Greenspoon Marder gave a presentation on behalf of the Petitioner. A copy of the Petitioner's presentation was made a part of the record. Petitioner's Composite Exhibit A including the Petitioner's PowerPoint presentation, application and backup, and justification statement was entered and accepted into evidence. Gisele Rahael commented on the project. Mr. Scott, Ms. Jou, Derek Vander Ploeg of Vander Ploeg & Associates, and Ms. Rahael fielded questions from the Commission. The Petitioner agreed to set a condition that the pool can only be open during daylight hours. The Petitioner committed to phase two of the project, including 65,000 square feet of retail and restaurant space.

Affected party Emsley Armfield provided testimony, expressing concerns about the phasing. It was noted that two photos had been submitted with his form.

Public hearing was opened.

Curt Tiefenbrun suggested that developers be forward-thinking about changing technology.
Sara Horowitz shared a suggestion to change the exit on Coral Hills.
Schneur Teitelbaum made suggestions for the downtown area.

Public hearing closed. Mr. Scott responded to the comments. Discussion ensued.

Motion: To approve the special exception with the conditions presented and agreed to.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Commissioner Simmons

There was a request to amend the motion to add a condition to construct a fence around the development area. The Petitioner was amenable to constructing fencing. City Manager Babinec noted that the fencing would have to be approved by staff. Discussion ensued.

Motion: To amend the motion and approve the special exception with the conditions presented and agreed to, and include the condition to add a fence around the area as approved by staff.
Result: Passed (Unanimously)
Mover: Commissioner McHugh
Seconder: Commissioner Simmons

Consent

Motion: To approve Consent items 5, 6, 7, 8, 9, and 10.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Vice Mayor Cerra

5. Minutes Approval (Georgia Elliott)
Request to approve the City Commission meeting summaries of October 30, 2024 Workshop, October 30, 2024 Special Meeting, and November 6, 2024 Regular Meeting.
(REQUEST TO APPROVE)

6. 2025 City Commission Meeting Schedule (Catherine Givens & Georgia Elliott)
Request to approve the City Commission meeting schedule for the 2025 calendar year.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization.
(REQUEST TO APPROVE)

7. Resolution 2024-040, State of Florida Department of Transportation Agreements and Sidewalk Café Maintenance Agreements with MCREF MFR 1 Coral Springs II, LLC and MCREF III CORAL SPRINGS APARTMENTS, LLC. (CON23-0008) (Tina Jou)

(A) Request to approve Resolution 2024-040 and authorize the appropriate city officials to execute the agreement between the City of Coral Springs and the Florida Department of Transportation for the surplus property to the City of Coral Springs to be utilized for the public purpose of facilitating commercial end-uses within the right-of-way along University Drive, south of Sample Road; authorizing and directing the City Clerk to transmit this resolution to the Florida Department of Transportation. (CON23-0008)
Funding Source: Not Applicable.
Strategic Goal: A Thriving, Resilient Business Community.
(REQUEST TO APPROVE, AUTHORIZE, TRANSMIT)

(B) Request to approve Sidewalk Café Agreement between City of Coral Springs and MCREF MFR 1 Coral Springs II, LLC pertaining to FDOT lease of right-of-way located along University Drive, south of Sample Road, for use as a sidewalk café. (CON23-0008)
Funding Source: Not Applicable.
Strategic Goal: A Thriving, Resilient Business Community.
(REQUEST TO APPROVE)

(C) Request to approve Sidewalk Café Agreement between City of Coral Springs and MCREF III CORAL SPRINGS APARTMENTS, LLC pertaining to FDOT lease of right-of-way located along University Drive, south of Sample Road, for use as a sidewalk café. (CON23-0008)

Funding Source: Not Applicable.
Strategic Goal: A Thriving, Resilient Business Community.
(REQUEST TO APPROVE)

8. **Fire Station #80 Variable Refrigerant Flow System Replacement (John Norris)**
Request to award the agreement for Variable Refrigerant Flow System Replacement to **Advanced Roofing, Inc.** of Fort Lauderdale, Florida through Sourcewell Contract #FL-R10-RW01-111821-ADR in an amount not to exceed $213,828; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

9. **Conversational AI Software (Stephen Dyer)**
Request to award contract 24-H-222 for Conversational AI Software to **Amelia US, LLC.** of New York, New York from date of award through October 30, 2025, for a total amount of $283,743.
Funding Source: Approved Capital Budget.
Strategic Goal: An innovative, High-performing and Sustainable Organization.
(REQUEST TO AWARD)

10. **Use of Forfeiture Funds (Chief Brad McKeone)**
Request to authorize the use of $1,000 in Law Enforcement Trust Funds to pay for fiscal year 2025 donation to the 100 Black Men of Greater Lauderdale Inc. 18th Annual Bike Drive.
Funding Source: Receiving Forfeiture to Expend.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO AUTHORIZE)

Policy Formation and Direction

11. **Reappointment, Community Involved Government Committee (Kathy Reul)**
Request to consider reappointment of Fernan Gaviria to the Community Involved Government Committee.
(REQUEST TO REAPPOINT)

Motion: To reappoint Fernan Gaviria to the Community Involved Government Committee.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Bowen

12. **Reappointment, Martin Luther King Jr. Committee (Neirah Sankar)**
Request to consider the reappointment of Joyce Campos to the Martin Luther King Jr. Committee.
(REQUEST TO REAPPOINT)

Motion: To reappoint Joyce Campos to the Martin Luther King Jr. Committee.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Commissioner Simmons

13. **Reappointment, Multicultural Advisory Committee (Neirah Sankar)**
Request to consider the reappointment of Joyce Campos to the Multicultural Advisory Committee.
(REQUEST TO REAPPOINT)

Motion: To reappoint Joyce Campos to the Multicultural Advisory Committee.
Result: Passed (Unanimously)
Mover: Commissioner McHugh
Seconder: Vice Mayor Cerra

Commission Communications

- The commissioners announced office hours and provided contact information.
- Congratulations were extended to Mayor Brook, Commissioner Bowen, and Commissioner McHugh on their swearing-in.
- Residents were wished a happy Thanksgiving.
- Congratulations were extended to a local Girl Scout troop for receiving the Silver Award.
- Commissioner Simmons noted that he had been appointed to the Executive Committee at the National League of Cities City Summit in Tampa.
- Thoughts were shared on coming together after the election.
- Congratulations were extended to the Police Department Recognition Dinner award recipients, Bryan Walsh, Tara Carter, and Cindy Brief.
- Mayor Brook noted he had requested to schedule once-a-month workdays and had scheduled ride-a-longs with Fire and Police.

City Manager's Communication

City Manager Babinec congratulated Commissioner Carter, welcomed Commissioner McHugh, and extended congratulations to Mayor Brook and Commissioner Bowen on their reelections. He announced the police toy drive, encouraged residents to visit coralsprings.gov/events for information on upcoming events, and wished everyone a safe holiday.

City Attorney's Communication

City Attorney Hearn congratulated Mayor Brook and Commissioner Bowen and welcomed Commissioner McHugh.

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: 8.

Meeting Date: December 4, 2024

Subject: City Donation to Public Safety Chaplaincy, Inc. (Dale Pazdra)

Requested Action: Request to authorize the donation of $22,500 to Public Safety Chaplaincy, Inc. for professional consultancy and chaplain services provided to the city's workforce.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AUTHORIZE)

Funding Source: Approved Operating Budget

Placement: Consent

Background / Description:

Since 2017, Public Safety Chaplaincy, Inc. (PSC), a 501(c)(3) non-profit corporation, has been partnering with the City of Coral Springs to provide professional consultancy and chaplain services on matters of health and wellness to the city's public safety personnel.

PSC continues to provide services to cover all city employees so our entire workforce can benefit from their support and assistance. Summary of services PSC provides includes but is not limited to the following:

- Participate in critical incident de-stress meetings for employees or residents impacted by traumatic events.
- Respond to emergency calls from city leadership to support residents and employees who have lost a loved one.
- Provide individual counseling support for city employees and their family members.
- Participate in memorial services and/or celebration of life programs following the death of a city employee.
- Ensure chaplain coverage is available during the year-ahead, utilizing volunteer chaplain team.
- Serve as a referral source for the city's Safety, Health and Wellness team to support emerging needs of our workforce.
- Participates in training, workshops, conferences, events and programs as representatives of the Behavioral Health Access Program (BHAP)

To continue supporting the ongoing needs of the city's workforce, staff requests that the City Commission authorize the donation of $22,500 to PSC for the 2025 calendar year.

Presenting: Dale Pazdra

Summary Sheet

Agenda Item: 9.

Meeting Date: December 4, 2024

Subject:

Toro Turf Equipment and Parts (John Norris)

Requested Action: Request to award contract for the purchase of Toro Turf Equipment and Parts to **The Toro Company** of Bloomington, Minnesota through their local distributor TESCO South, Inc. d/b/a Hector Turf of Deerfield Beach, Florida from December 4, 2024 through March 31, 2029 via the City of Mesa, Arizona contract #2023261 through Omnia Partners, Public Sector with the option to renew for one (1) additional two (2) year period; and to authorize the Purchasing Manager to execute and approve the renewal. The not to exceed annual expenditure is $300,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet

Background / Description:

Under the City's Capital Improvement Program (CIP), the Parks and Recreation Department has funding to purchase turf equipment in fiscal year 2025. The turf equipment will be replacing the City's current turf equipment which has reached its end-of-lifecycle. The equipment is used in daily operations to perform maintenance tasks, groom sports fields, and maintain the grass at the City's parks.

The reasons for purchasing the Toro brand equipment include the following:

- The City has been utilizing Toro equipment for over 20 years and has found the equipment to be reliable.

- Toro equipment consistently exceeds its life expectancy by undergoing refurbishing, which extends the life of the equipment for several years.

- Local availability of parts reduces the number of parts that need to be kept in inventory in Central Stores.

- The City's Fleet Technicians are trained to service the Toro brand and repairs are performed efficiently.

Several contracts are available under which Toro turf equipment may be purchased. Staff has found that the contract offered through a cooperative purchasing organization, Omnia Partners, Public Sector offers the greatest discount at 22% off equipment list prices when compared with the State of Florida contract.

The Public Works Department, Fleet Division and the Purchasing Division staff recommend awarding the contract for the purchase of Toro Turf Equipment and Parts to The Toro Company of Bloomington, Minnesota through their local distributor TESCO South, Inc. d/b/a Hector Turf of Deerfield Beach, Florida from December 4, 2024 through March 31, 2029 via the City of Mesa, Arizona Contract #2023261 through Omnia Partners, Public Sector for the not to exceed annual expenditure of $300,000 and authorize the Purchasing Manager to execute and approve the renewal.

Presenting: John Norris

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Toro Turf Equipment and Parts (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award contract for the purchase of Toro Turf Equipment and Parts to **The Toro Company** of Bloomington, Minnesota through their local distributor TESCO South, Inc. d/b/a Hector Turf of Deerfield Beach, Florida from December 4, 2024 through March 31, 2029 via the City of Mesa, Arizona contract #2023261 through Omnia Partners, Public Sector with the option to renew for one (1) additional two (2) year period. Request to authorize the Purchasing Manager to execute and approve the renewal. The not to exceed annual expenditure is $300,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE RENEWAL)

BACKGROUND / DESCRIPTION:

Under the City's Capital Improvement Program (CIP), the Parks and Recreation Department has funding to purchase turf equipment in fiscal year 2025. The turf equipment will be replacing the City's current turf equipment which has reached it's end of lifecycle. The equipment is used in daily operations to perform maintenance tasks, groom sports fields, and maintain the grass at the City's parks.

The reasons for purchasing the Toro brand equipment include the following:

- The City has been utilizing Toro equipment for over 20 years and has found the equipment to be reliable.
- Toro equipment consistently exceeds its life expectancy by undergoing refurbishing, which extends the life of the equipment for several years.
- Local availability of parts reduces the number of parts that need to be kept in inventory in Central Stores.
- The City's Fleet Technicians are trained to service the Toro brand and repairs are performed efficiently.

Several contracts are available under which Toro turf equipment may be purchased. Staff has found that the contract offered through a cooperative purchasing organization, Omnia Partners, Public Sector offers the greatest discount at 22% off equipment list prices when compared with the State of Florida contract.

The Public Works Department, Fleet Division and the Purchasing Division staff recommend awarding the contract for the purchase of Toro Turf Equipment and Parts to The Toro Company

Subject: Toro Turf Equipment and Parts

of Bloomington, Minnesota through their local distributor TESCO South, Inc. d/b/a Hector Turf of Deerfield Beach, Florida from December 4, 2024 through March 31, 2029 via the City of Mesa, Arizona Contract #2023261 through Omnia Partners, Public Sector for the not to exceed annual expenditure of $300,000 and authorize the Purchasing Manager to execute and approve the renewal.

Summary Sheet

Agenda Item: 10.

Meeting Date: December 4, 2024

Subject: Affordable Housing Advisory Committee (AHAC) Incentive Report 2024 (Tracey-Ann Anthony)

Requested Action: Request to approve and adopt the Affordable Housing Advisory Committee (AHAC) Incentive Report 2024 and authorize staff to transmit the report to Florida Housing Finance Corporation.
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE, ADOPT, AUTHORIZE, TRANSMIT)

Funding Source: Not Applicable

Placement: Consent

Attachments: Summary Sheet
Exhibit A - AHAC Incentive Report- 2024

Presenting: Tracey-Ann Anthony

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: December 4, 2024
Department: Development Services/
Community Development
Initiated By: Tracey-Ann Anthony
DOC ID: 2550

SUBJECT: Affordable Housing Advisory Committee (AHAC) Incentive Report 2024

PLACEMENT: Consent

REQUESTED ACTION: Request to approve and adopt the Affordable Housing Advisory Committee (AHAC) Incentive Report 2024 and authorize staff to transmit the report to Florida Housing Finance Corporation. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, ADOPT, AUTHORIZE, TRANSMIT).

PRIOR ACTION:

11/14/24	AHAC approved the 2024 Incentive Report.
10/16/24	City Commission reappointed members to AHAC members for 2024-2027.
2/21/24	City Commission approved the 2023 Incentive Report.
12/07/23	AHAC approved the 2023 Incentive Report.
3/1/23	City Commission approved the 2022 Incentive Report.
11/15/22	AHAC approved the 2022 Incentive Report with recommendations.

STAFF RECOMMENDATION: THE CITY COMMISSION:

1. **APPROVE AND ADOPT THE AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) INCENTIVE REPORT FOR 2024.**

2. **AUTHORIZE STAFF TO SUBMIT THE AHAC INCENTIVE REPORT 2024 TO FLORIDA HOUSING FINANCE CORPORATION.**

ATTACHMENT:
Exhibit A – AHAC Incentive Report 2024

Subject: Affordable Housing Advisory Committee (AHAC) Incentive Report 2024

BACKGROUND:

As a recipient of the State Housing Initiative Partnership (SHIP) funds, the City established an affordable housing advisory committee in 2008 as required by Florida Statute section 420.9076. The Affordable Housing Advisory Committee (AHAC) is responsible for reviewing policies, land development regulations, Comprehensive Plan Policies, and other aspects of the City's policies and procedures that affect the cost of housing. In addition, the AHAC is responsible for making recommendations to encourage affordable housing as the Committee meets on an as needed basis. At least once a year.

The AHAC is required to submit an incentive report to the state annually. While the City has implemented various policies and procedures in support of all eleven (11) incentives, the Committee's report includes further recommendations and comments to improve the effectiveness of these incentive strategies:

- Processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)f3.
- Modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- Allowance of flexibility in densities for affordable housing.
- Reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- Allowance of affordable accessory residential units in residential zoning districts.
- Reduction of parking and setback requirements for affordable housing.
- Allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- Modification of street requirements for affordable housing.
- Establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- Preparation of a printed inventory of locally-owned public lands suitable for affordable housing.
- Support of development near transportation hubs and major employment centers and mixed-use developments.

Subject: Affordable Housing Advisory Committee (AHAC) Incentive Report 2024

ANALYSIS:

The Committee held a public meeting on November 14, 2024 during which the 2024 AHAC Incentive Report was approved with a recommendation to expand communications regarding affordable housing incentives, by raising awareness through housing partners, developers, builder's associations and other available channels. This included higher visibility of the programs and availability of reports.

Additionally, the Committee reviewed staff's preliminary draft of the Local Housing Assistance Plan (LHAP) 2025-2028 and provided support and further guidance on the revisions and new strategies presented.

AHAC unanimously voted (7-0) to forward a favorable recommendation of the 2024 Incentive Report to the City Commission.

SUMMARY

Staff recommends the Commission approve and adopt the 2024 Incentive Report and authorize staff to submit it to the Florida Housing Finance Corporation.

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM

AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) INCENTIVE REPORT 2024

CORAL SPRINGS
EVERYTHING UNDER THE SUN

PREPARED BY:
CITY OF CORAL SPRINGS
COMMUNITY DEVELOPMENT DIVISION
DEPARTMENT OF DEVELOPMENT SERVICES

SUBMITTED TO:
FLORIDA HOUSING FINANCE CORPORATION

BACKGROUND

As a recipient of State Housing Initiative Partnership funds, the City established an affordable housing advisory committee in 2008 as required by Florida Statute section 420.9076. The Affordable Housing Advisory Committee (AHAC) is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City's policies and procedures that affect the cost of housing. In addition, the AHAC is responsible for making recommendations to encourage affordable housing. The committee meets on a as needed basis.

The AHAC is required to submit an incentive report annually. The report includes recommended SHIP strategies and an additional recommendation by the committee as well as comments on the implementation of these incentives:

- The processing of approvals of development orders or permits, as defined in s. 166.033, for affordable housing projects is expedited to a greater degree than other projects.
- The modification of impact-fee, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- The allowance of affordable accessory residential units in residential zoning districts.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The modification of street requirements for affordable housing.
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Many of these incentives are currently implemented through existing City policies and procedures.

According to Florida Statute 420.9076, the committee must include at least eight members, but not more than 11 and include one elected official. The committee must consist of one representative from at least six of the categories below:

- A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- A citizen who is actively engaged as a for-profit provider of affordable housing.
- A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- A citizen who resides within the jurisdiction of the local governing body making the appointments.
- A citizen who represents employers within the jurisdiction.
- A citizen who represents essential services personnel, as defined in the local housing assistance plan.

On November 14, 2024, the AHAC re-appointed and two members to the AHAC.

The AHAC comprises of the following:

NAME	**Category- Number and Description**	
David Esposito Djemcy Limage	1	Engaged in the residential home building industry in connection with affordable housing
Vacant	2	Engaged in the banking or mortgage banking industry in connection with affordable housing
Vacant	3	Representative of those areas of labor actively engaged in home building connection with affordable housing
Nicole Roman	4	Engaged as an advocate for low-income persons in connection with affordable housing
Vacant	5	Engaged as a for-profit provider of affordable housing
Angela Bauldree	6	Engaged as a not-for-profit provider of affordable housing
Sharmila Ramsarran	7	Engaged as a real estate professional in connection with affordable housing
LaurieAnne Minoff	8	Serving on the local planning agency pursuant to s.163.3174
Michelle Beaudet-Smith Brendalyn Edwards	9	Residing within the jurisdiction of the local governing body making the appointment
Vacant	10	Representing employers within the jurisdiction
Dale Pazdra	11	Represents essential services personnel as defined in the local housing assistance plan.

INCENTIVES AND RECOMMENDATIONS

The City currently has ongoing policies and procedures implemented for each of the incentives identified in the Florida Statute. Listed below are the incentives and the ongoing policies and/or procedures implemented by the City.

(A) The processing of approvals of development orders or permits, as defined in s. 166.033 & 163.3164(3) for affordable housing projects is expedited to a greater degree than other projects.

- The Building Division works closely with the Community Development Division staff to expedite building permits related to affordable housing programs. For example, the City has a process in place to expedite building permits related to the Owner-Occupied Home Rehabilitation and Barrier Free Programs;

- Not-for-profit organizations can waive the Planning and Zoning public hearing, thereby reducing the processing time of petitions by a month;

- Residential development that provides Inclusionary Units shall be afforded, to the extent possible, expedited reviews by the Department of Development Services for site plans, building applications and required inspections (City of Coral Springs Land Development Code [LDC], *§* 222).

(B) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

- Residential developments that provide Inclusionary Units shall be afforded, to the extent possible, expedited reviews by the Department of Development Services for site plans, building applications and required inspections (City of Coral Springs Land Development Code [LDC], *§* 222).

(C) The allowance of flexibility in densities for affordable housing.

- Residential developments that contain Inclusionary Units may utilize the following density bonus units for each Inclusionary Unit provided as different household income levels *(City of Coral Springs Land Development Code [LDC], § 219)*:
    - A very low-income household unit qualifies the developer for 5 bonus market rate units until a maximum of 100% increase over current land use plan designation is achieved through the additional market rate units and Inclusionary Units;
    - A low-income household unit qualifies the developer for 3 bonus market rate units until a maximum of 50% increase over current land use plan designation is achieved through the additional market rate units and Inclusionary Units;
    - A moderate-income household unit qualifies the developer for 1 bonus market rate unit until a maximum of 50% increase over the current land use plan designation is achieved through the additional market rate units and Inclusionary Units.

- To qualify for the bonus units, at least fifty percent (50%) of the Inclusionary units shall incorporate Uniform Federal Accessibility Standards (i.e., ADA compliant);

- The Inclusionary Units are additional units and represent an increase over the current land use plan designation only when the bonus density units are used;

- Continue to analyze existing city codes and zoning categories to incorporate additional opportunities for affordable housing, including the potential for repurposing existing nonresidential structures.

(D) The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.

- The City offers home repair programs to very low to moderate-income residents utilizing the SHIP, CDBG and HOME funds. Home Repair provides assistance to owner-occupied households within the City boundaries. The program is available to assist eligible applicants in rehabilitating their homestead property through construction, and/or installation of non-luxury general property improvements that provide basic amenities. Eligible activities for the home rehabilitation program include: roof repair, roof replacement, window replacement, and hurricane/storm shutter installation. Other eligible activities include emergency repairs for items that are a threat to the health and safety of the applicant and its occupants, repairs that prevent further deterioration, structure repairs that make the home energy efficient and other repairs such as exterior painting, fascia replacement, electrical, plumbing, AC/heating systems, insulations and termite treatment.

(E) The allowance of affordable accessory residential units in residential zoning districts.

- Accessory residential units are allowed in RS-1 Zoning District.
- Review land use and commercial zoning districts for potential affordable housing opportunities.

(F) The reduction of parking and setback requirements for affordable housing.

- Not-for-profit organizations or residential development providing affordable housing can apply for a special exception from the City's LDC *§* 250359 *& 250812* pertaining to the minimum rear setback and parking locations.

- The administrative variance is intended to promote high standards of design, provide flexibility in the administration of standards in recognition of site-specific conditions, and to establish conditions to ensure compatibility where standards are modified (LDC § 250863). This process reduces the lengthy delays in processing petitions with an affordable housing component.

- The community enhancement program is utilized when a property owner seeks site improvements but when conditions arise which make compliance impractical or impossible, or where maximum achievement of the City's objectives can only be obtained through the standards detailed in the program. The program is maintained by the Community Development Division and the Director authorizes approval to bring sites as close as possible to meeting current zoning requirements.

(G) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

- Zero-lot-line configurations are permitted in certain zoning districts. They are allowed in the following zoning districts: RC-6, RC-12, RC-15, RM-15, and RM-20 (LDC § 250147)

(H) The modification of street requirements for affordable housing.

- The City of Coral Springs is built out. A large percentage of any future development of affordable housing units will be through redevelopment projects. In zero lot lines and townhouse developments, the City allows developers to utilize drainage as part of the roadway and right-of-way to calculate the overall width of the street.

(I) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

- With the Land Development Code Special Exception petitions, City staff works with applicants to waive petition fees, if warranted.

- The City benchmarks with other cities to see the impact of impending legislation or changes to the LDC or municipal code.

- Support the City's advocacy efforts at state level in response to housing initiatives.

- Support equitable distribution of documentary stamp taxes to Broward County.

(J) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

- Pursuant to Florida Statutes, § 1666.0451, the City approved the inventory of the locally owned public land suitable for affordable housing.

(K) The support of development near transportation hubs and major employment centers and mixed-use developments.

- Supported by the Community Redevelopment Agency and Commission when establishing the LAC land use category and overall Downtown Plan. The City's land use and zoning districts concentrate residential density along major arterials thereby increasing the proximity of transit to a larger number of residents.

***General Recommendation*:**

1. Explore opportunities for recurring funding sources for the City's Housing Trust Fund to keep the fund sustainable and meet the long-term needs of City residents.

2. The City will continue to pursue additional funding opportunities and establish partnerships with other affordable housing stakeholders.

3. Encourage developers to work with community leaders and organizations to facilitate local employment and other initiatives, to assist with economic development within impacted neighborhoods.

4. To expand communication regarding affordable housing incentives, by raising awareness through housing partners, developers, builder's associations, and other available channels. This includes higher visibility of the programs and availability of reports.

Summary Sheet

Agenda Item: 11.

Meeting Date: December 4, 2024

Subject: Furnish and Install Sports Lighting (Justin Ellis)

Requested Action: Request to award the contract for Sports Lighting Solutions with Related Technology, Equipment and Services at Riverside Park and Mullins Park through Sourcewell Contract No. 041123-MSL, to **Musco Sports Lighting, LLC** of Oskaloosa, Iowa in the amount of $295,000; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Attractive Community.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Agreement with Musco Sports Lighting, LLC

Background / Description: The Parks and Recreation Department has a need to replace the light fixtures at two (2) tennis courts located in Mullins Park as well as ten (10) pickleball courts and four (4) volleyball courts located in Riverside Park. The lights currently installed are metal halide fixtures that are over 20 years old and past their useful life.

Musco Sports Lighting, LLC, (Musco) manufactures the fixtures which will be installed by its sub-contractor. By awarding the contract to Musco, the City is standardizing and updating the lights at Mullins and Riverside Parks which provide the following benefits:

- Reduction of energy costs of approximately 50% over typical 1500W metal halide equipment
- Product warranty that covers materials and onsite labor, eliminating 100% of maintenance costs for 10 years
- Reduced maintenance and parts inventory costs
- Reduced staff training on the systems installed
- Provide faster diagnosis failure by having automated monitoring/alert system

This project includes $10,000 for miscellaneous work/permit allowance. This amount will only be used to cover the cost of any unforeseen conditions that may be encountered during construction or cover permitting costs and will require a change order that requires the City's approval.

The Parks and Recreation Department and the Purchasing Division staff recommend awarding the contract for Sports Lighting Solutions with Related Technology, Equipment and Services at Riverside Park and Mullins Park through Sourcewell Contract No. 041123-MSL, to Musco Sports Lighting, LLC of Oskaloosa, Iowa in the amount of $295,000 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

Presenting: Robert Hunter

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Furnish and Install Sports Lighting (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award the contract for Sports Lighting Solutions with Related Technology, Equipment and Services at Riverside Park and Mullins Park through Sourcewell Contract No. 041123-MSL, to **Musco Sports Lighting, LLC** of Oskaloosa, Iowa in the amount of $295,000. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: Attractive Community
(REQUEST TO AWARD, AUTHORIZE)

ATTACHMENTS: #1 – Agreement with Musco Sports Lighting, LLC

BACKGROUND / DESCRIPTION:

The Parks and Recreation Department has a need to replace the light fixtures at two (2) tennis courts located in Mullins Park as well as ten (10) pickleball courts and four (4) volleyball courts located in Riverside Park. The lights currently installed are metal halide fixtures that are over 20 years old and past their useful life.

Musco Sports Lighting, LLC, (Musco) manufactures the fixtures which will be installed by its sub-contractor. By awarding the contract to Musco, the City is standardizing and updating the lights at Mullins and Riverside Parks which provide the following benefits:

- Reduction of energy costs of approximately 50% over typical 1500W metal halide equipment
- Product warranty that covers materials and onsite labor, eliminating 100% of maintenance costs for 10 years
- Reduced maintenance and parts inventory costs
- Reduced staff training on the systems installed
- Provide faster diagnosis failure by having automated monitoring/alert system

This project includes $10,000 for miscellaneous work/permit allowance. This amount will only be used to cover the cost of any unforeseen conditions that may be encountered during construction or cover permitting costs and will require a change order that requires the City's approval.

The Parks and Recreation Department and the Purchasing Division staff recommend awarding the contract for Sports Lighting Solutions with Related Technology, Equipment and Services at Riverside Park and Mullins Park through Sourcewell Contract No. 041123-MSL, to Musco Sports Lighting, LLC of Oskaloosa, Iowa in the amount of $295,000 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND MUSCO SPORTS LIGHTING, LLC FOR SPORTS LIGHTING SOLUTIONS WITH RELATED TECHNOLOGY, EQUIPMENT AND SERVICES AT RIVERSIDE AND MULLINS PARK

THIS AGREEMENT, made and entered into the _____ day of _____, 2024 (hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

MUSCO SPORTS LIGHTING, LLC
a limited liability company
100 1st Avenue West
Oskaloosa, Iowa 52577
(hereinafter "CONTRACTOR")

WHEREAS, on June 23, 2023, Sourcewell awarded Contract No. 041123-MSL for Sports Lighting Solutions with Related Technology, Equipment and Services ("Sourcewell Contract") to CONTRACTOR; and

WHEREAS, the Sourcewell Contract is effective June 23, 2023 through June 16, 2027, and is attached hereto and incorporated as Exhibit "A" with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Sourcewell Contract has been reviewed by City staff and staff finds that the Contract provides for Sports Lighting Solutions with Related Technology, Equipment and Services; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of CITY of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, CONTRACTOR has authorized CITY to utilize and piggyback their Bid award for the Sourcewell Contract; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Sourcewell Contract in providing Sports Lighting Solutions with Related Technology, Equipment and Services for CITY; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the Sourcewell Contract, as amended,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the Sourcewell Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the Sourcewell Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY as detailed in Exhibit "B".

C. The Contract Administrator for CITY shall be Justin Ellis, Assistant Director, Parks and Recreation, 954-344-1839, or their designee.

D. The current Contract expires June 16, 2027.

E. INSURANCE

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy, or policies of insurance, which must include the following coverages and limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following limits of liability with no restrictive endorsements:
$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with limits of those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
(f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely requirements established by CITY's Risk Manager.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. Notices shall be sent to the following:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1101
Email: mmachuca@coralsprings.gov

CONTRACTOR: James Hansen
Musco Sports Lighting, LLC
100 1st Avenue West
Okaloosa, IA 52577
Email: jim.hansen@musco.com

G. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

H. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for City of Fort Lauderdale, Florida. Any dispute arising under this Agreement shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

I. ATTORNEY'S FEES AND COSTS

In the event that either party is required to file legal action against the other party to collect any amounts due under this Agreement, the prevailing party shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

J. COMPENSATION/PAYMENT

CITY agrees to pay CONTRACTOR for the performance of work, the contract sum of Two Hundred Eighty-Five Thousand Dollars ($285,000.00). OWNER may also expend up to Ten Thousand Dollars ($10,000.00) in miscellaneous work allowance. CITY shall pay CONTRACTOR within thirty calendar days of approval of all invoices by CITY. Final payment will be made upon final approval and acceptance by CITY.

K. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless CITY, its officers, employees, and agents for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of CONTRACTOR and its officers, employees, agents, and subcontractors.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

L. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

M. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

N. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

O. ASSIGNMENT

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of CITY which consent cannot be unreasonably withheld.

P. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the

extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including,

but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Q. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

R. FORCE MAJEURE AND APPROPRIATION

In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of either party; it being understood that the affected party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

S. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination of this Section.

SECTION 3. In all other respects, the terms, and conditions of the Sourcewell Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall become effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and MUSCO SPORTS LIGHTING, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Nov 18, 2024 16:44 EST)

CHRISTINA M. GOMEZ
Assistant City Attorney

MUSCO SPORTS LIGHTING, LLC

By: James M. Hansen
James M. Hansen (Nov 18, 2024 15:13 CST)

Title: Secretary

Print Name: James M. Hansen

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

EXHIBIT A

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco. **EXHIBIT A**	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

EXHIBIT A

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

EXHIBIT A

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. **EXHIBIT A** During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

EXHIBIT A

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

EXHIBIT A

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. EXHIBIT A Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

EXHIBIT A

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

EXHIBIT A

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable, and any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

EXHIBIT A

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

Musco Sports Lighting, LLC #041123-MSL

Pricing for contract #041123-MSL is provided at 5% off list price for materials to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount for the materials applied.

Quote

EXHIBIT B

Date: September 12, 2024
To: City of Coral Springs

Project: Riverside Park
Coral Springs, FL

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Fixture Installation

(10) Pickleball Courts & (4) Volleyball Courts – Sports Lighting

..... $ 232,600.00 Includes Bonding

Sales tax and permitting fees are not included.
Pricing furnished is effective for 90 days unless otherwise noted and is considered confidential.

SportsCluster™ System with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance
- Guaranteed light levels per design

System Description
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Environmental Light Control
- Spill light minimized
- Off-site glare light minimized

Control Systems and Services
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

©2016, 2020 Musco Sports Lighting, LLC

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide Contract Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact local utilities for locating public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. Provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
4. Down conductor shall be converter to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials and equipment to reuse existing electrical service panels as required.
2. Provide materials and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required).**

Control System:

1. Provide labor, equipment, and materials to terminate all necessary wiring for new controls cabinet.
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Net 30 days for materials and progressive payments for labor.

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com

Quote

EXHIBIT B

Date: September 12, 2024
To: City of Coral Springs

Project: Mullins Park
Coral Springs, FL

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Fixture Installation

(2) Tennis Courts – Sports Lighting

..... $ 52,400.00 Includes Bonding

Sales tax and permitting fees are not included.
Pricing furnished is effective for 90 days unless otherwise noted and is considered confidential.

SportsCluster™ System with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance

- Guaranteed light levels – 30 Footcandles

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

©2016, 2020 Musco Sports Lighting, LLC

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide Contract Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact local utilities for locating public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. Provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
4. Down conductor shall be converter to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials and equipment to reuse existing electrical service panels as required.
2. Provide materials and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required).**

Control System:

1. Provide labor, equipment, and materials to terminate all necessary wiring at existing controls cabinet.
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Net 30 days for materials and progressive payments for labor.

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com

Musco Lighting Contract-revised

Final Audit Report 2024-11-18

Created:	2024-11-18
By:	Leonardo Bermudez (lbermudez@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvhc3diuUSNhf4T26V1rn8Kxd4AdBq1Th

"Musco Lighting Contract-revised" History

Document created by Leonardo Bermudez (lbermudez@coralsprings.gov)
2024-11-18 - 7:57:20 PM GMT- IP address: 24.233.167.201

Document emailed to jim.hansen@musco.com for signature
2024-11-18 - 8:01:10 PM GMT

Email viewed by jim.hansen@musco.com
2024-11-18 - 8:01:50 PM GMT- IP address: 3.232.50.116

Signer jim.hansen@musco.com entered name at signing as James M. Hansen
2024-11-18 - 9:13:36 PM GMT- IP address: 216.248.100.66

Document e-signed by James M. Hansen (jim.hansen@musco.com)
Signature Date: 2024-11-18 - 9:13:38 PM GMT - Time Source: server- IP address: 216.248.100.66

Document emailed to cgomez@coralsprings.gov for signature
2024-11-18 - 9:13:40 PM GMT

Email viewed by cgomez@coralsprings.gov
2024-11-18 - 9:43:44 PM GMT- IP address: 24.233.167.201

Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-11-18 - 9:44:32 PM GMT- IP address: 24.233.167.201

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-11-18 - 9:44:34 PM GMT - Time Source: server- IP address: 24.233.167.201

Agreement completed.
2024-11-18 - 9:44:34 PM GMT

Summary Sheet

Agenda Item: 12.

Meeting Date: December 4, 2024

Subject: Armored SWAT Vests (Chief Brad McKeone)

Requested Action: Request to award the purchase of armored SWAT vests to **Point Blank Enterprises, Inc.** of Pompano Beach, Florida through their local distributor Federal Eastern International, LLC of Jacksonville, Florida via State of Florida Contract #46151500-NASPO-21-ACS in the not to exceed amount of $85,649.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet

Background / Description: This procurement aims to replace the Special Weapons and Tactics (SWAT) vests currently utilized by the Coral Springs Police Department's SWAT team. The SWAT team responds to high-priority incidents with a significant risk of imminent danger to the public and law enforcement officers. Equipped with highly specialized gear and training, the SWAT team handles scenarios beyond the scope of regular patrol officers. The current SWAT entry vests are set to expire in May 2025, making this purchase essential for the SWAT team to continue serving the citizens of Coral Springs while upholding the highest safety standards for its members. These vests will be issued exclusively to the City's SWAT team members.

The Police Department is seeking to utilize the State of Florida Contract #46151500-NASPO-21-ACS, Body Armor and Ballistic Resistant Products awarded to Point Blank Enterprises, Inc. for the purchase of armored SWAT vests through their local distributor Federal Eastern International, LLC. By purchasing the SWAT armored vests under the State of Florida Contract, the City will receive a discount of 48% off the list price, saving the City approximately $91,000.

The Police Department and the Purchasing Division staff recommend awarding the purchase of armored SWAT vests to Point Blank Enterprises, Inc. of Pompano Beach, Florida through their local distributor Federal Eastern International, LLC of Jacksonville, Florida via State of Florida Contract #46151500-NASPO-21-ACS in the not to exceed amount of $85,649.

Presenting: Brad McKeone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Armored SWAT Vests (Brad McKeone)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)

Request to award the purchase of armored SWAT vests to **Point Blank Enterprises, Inc.** of Pompano Beach, Florida through their local distributor Federal Eastern International, LLC of Jacksonville, Florida via State of Florida Contract #46151500-NASPO-21-ACS in the not to exceed amount of $85,649.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

BACKGROUND / DESCRIPTION:

This procurement aims to replace the Special Weapons and Tactics (SWAT) vests currently utilized by the Coral Springs Police Department's SWAT team. The SWAT team responds to high-priority incidents with a significant risk of imminent danger to the public and law enforcement officers. Equipped with highly specialized gear and training, the SWAT team handles scenarios beyond the scope of regular patrol officers. The current SWAT entry vests are set to expire in May 2025, making this purchase essential for the SWAT team to continue serving the citizens of Coral Springs while upholding the highest safety standards for its members. These vests will be issued exclusively to the City's SWAT team members.

The Police Department is seeking to utilize the State of Florida Contract #46151500-NASPO-21-ACS, Body Armor and Ballistic Resistant Products awarded to Point Blank Enterprises, Inc. for the purchase of armored SWAT vests through their local distributor Federal Eastern International, LLC. By purchasing the SWAT armored vests under the State of Florida Contract, the City will receive a discount of 48% off the list price, saving the City approximately $91,000.

The Police Department and the Purchasing Division staff recommend awarding the purchase of armored SWAT vests to Point Blank Enterprises, Inc**.** of Pompano Beach, Florida through their local distributor Federal Eastern International, LLC of Jacksonville, Florida via State of Florida Contract #46151500-NASPO-21-ACS in the not to exceed amount of $85,649.

Summary Sheet

Agenda Item: 13.

Meeting Date: December 4, 2024

Subject:

Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services (Kim Moskowitz)

Requested Action: Request to award contract for the purchase of Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services utilizing Omnia Partners, formerly U.S. Communities, Contract No.16154-RFP to **Home Depot U.S.A., Inc.** of Atlanta, Georgia and **HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd.** of Atlanta, Georgia from December 4, 2024 through December 31, 2026. The estimated annual expenditure is $150,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: Summary Sheet

Background / Description: The City's various departments and Central Stores has an ongoing need for maintenance, repair, operating supplies, industrial supplies, and related products.

Maricopa County, Arizona, the lead agency, awarded the contract to select contractors on January 11, 2017 and designated Omnia Partners, formerly U.S. Communities as the administrative and marketing conduit for contract distribution to participating public agencies.

The purpose of utilizing a cooperative purchasing contract is to combine the buying power of the members on products or services purchased by most of the members to achieve the best pricing under a term contract.

Home Depot U.S.A., Inc. and HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd. provide a comprehensive range of maintenance, repair, operating supplies, hardware, building products categories, and associated services. They provide immediate same-day access to over 30,000 products at each store location and rebate incentive to participating public agencies based upon spend volume.

The Purchasing Division staff recommends awarding the contract for the purchase of Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services utilizing Omnia Partners, formerly U.S. Communities, Contract No.16154-RFP to Home Depot U.S.A., Inc. of Atlanta, Georgia and HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd. of Atlanta, Georgia from December 4, 2024 through December 31, 2026. The estimated annual expenditure is $150,000.

Presenting: Kim Moskowitz

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services (Kim Moskowitz)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award contract for the purchase of Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services utilizing Omnia Partners, formerly U.S. Communities, Contract No.16154-RFP to **Home Depot U.S.A., Inc.** of Atlanta, Georgia and **HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd.** of Atlanta, Georgia from December 4, 2024 through December 31, 2026. The estimated annual expenditure is $150,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

BACKGROUND / DESCRIPTION:

The City's various departments and Central Stores has an ongoing need for maintenance, repair, operating supplies, industrial supplies, and related products.

Maricopa County, Arizona, the lead agency, awarded the contract to select contractors on January 11, 2017 and designated Omnia Partners, formerly U.S. Communities as the administrative and marketing conduit for contract distribution to participating public agencies.

The purpose of utilizing a cooperative purchasing contract is to combine the buying power of the members on products or services purchased by most of the members to achieve the best pricing under a term contract.

Home Depot U.S.A., Inc. and HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd. provide a comprehensive range of maintenance, repair, operating supplies, hardware, building products categories, and associated services. They provide immediate same-day access to over 30,000 products at each store location and rebate incentive to participating public agencies based upon spend volume.

The Purchasing Division staff recommends awarding the contract for the purchase of Maintenance, Repair, Operating, Industrial Supplies, and Related Products and Services utilizing Omnia Partners, formerly U.S. Communities, Contract No.16154-RFP to Home Depot U.S.A., Inc. of Atlanta, Georgia and HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd. of Atlanta, Georgia from December 4, 2024 through December 31, 2026. The estimated annual expenditure is $150,000.

Summary Sheet

Agenda Item: 14.

Meeting Date: December 4, 2024

Subject: Ordinance 2024-120, Second Reading, Amending FY 2024 Operating Budget (Ileana Kyriakides)

Requested Action: Request to approve and adopt on second reading of Ordinance 2024-120, which amends Ordinance 2024-114, which amended 2023-117 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, by amending Exhibit "A", the Annual Operating Budget, to increase the General Fund amount by Seven Million, Five Hundred Thousand dollars ($7,500,000) for a total amount of $188,004,512, increase the Charter School Fund Two Million, Two Hundred Seventy-Three Thousand, Five Hundred and One dollars ($2,273,501) for a total amount of $19,791,851, increase the Equipment Services Fund amount by Seven Hundred Ninety-One Thousand, Nine Hundred and Eighteen dollars ($791,918) for a total amount of $14,618,383 and Exhibit "B", the Capital Improvement Program to increase Eight Million, Two Hundred Ninety-One Thousand, Nine Hundred and Eighteen dollars ($8,291,918) for a total amount of $44,798,968. First reading held on November 20, 2024.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, ADOPT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: Summary Sheet
#1 - Ordinance 2024-120
#2 - Ordinance 2024-114
#3 - Ordinance 2023-117
Business Impact Estimate for Ordinance 2024-120

Background / Description: On September 20, 2023, the City Commission approved the Annual Operating Budget for Fiscal Year 2024 including $169,957,982 for the General Fund, $17,518,350 for the Charter School fund, $13,826,465 for the Equipment Services Fund and $25,960,520 for the Capital Improvement Program.

On August 7, 2024, the City Commission approved the FY2024 amendment to the General Fund and Capital Improvement Program to appropriate the FY2023 assigned capital project fund balance totaling $10,546,530.

The General Fund FPL Utility and Franchise fee revenues are forecasted to be over the FY2024 budget in excess of $3.0M. Interest income is forecasted to be over budget by an estimated $1.5M. Rather than wait until necessary funds are budgeted in Fiscal Year 2026, staff recommends amending the FY2024 budget to increase these revenues to pay for capital project needs.

The Center for the Arts revenue and expenditures are forecasted to be over the FY2024 budget in excess of $3M. Staff recommends amending the FY2024 budget to increase the revenues and expenditures related to the Center for the Arts operations.

The Charter School revenues and expenditures are forecasted to be over the FY2024 budget by

$2,273,501 primarily due to Federal ESSR and Local Referendum grants received and expended within the FY2024 fiscal year.

The Equipment Service Fund has experienced an extraordinary increase over the budgeted escalation in the replacement cost of Front-Line Pumper Fire trucks. The Fire Fund is forecasting a FY2024 surplus and in accordance with the city's financial policy, has transferred funds to the Equipment Service fund to avoid future debt and to plan for the replacement of these upcoming trucks. Staff recommends an amendment to record the transfer of $791,918 to the 511 equipment replacement fund.

Presenting: Ileana Kyriakides

Meeting: December 4, 2024
Department: Budget & Sustainability
Initiated By: Ileana Kyriakides
DOC ID:

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Second Reading of Ordinance 2024-120: Amending FY 2024 Operating Budget and Capital Improvement Program

PLACEMENT: Public Hearings

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve and adopt on second reading of Ordinance 2024-120, which amends Ordinance 2024-114, which amended 2023-117 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, by amending Exhibit "A", the Annual Operating Budget, to increase the General Fund amount by Seven Million, Five Hundred Thousand dollars ($7,500,000) for a total amount of $188,004,512, increase the Charter School Fund Two Million, Two Hundred Seventy Three Thousand, Five Hundred and One dollar ($2,273,501) for a total amount of $19,791,851, increase the Equipment Services Fund amount by Seven Hundred Ninety One Thousand, Nine Hundred and Eighteen dollars ($791,918) for a total amount of $14,618,383 and Exhibit "B", the Capital Improvement Program to increase Eight Million, Two Hundred Ninety One Thousand, Nine Hundred and Eighteen dollars ($8,291,918)) for a total amount of $44,798,968. First reading held November 20, 2024. (REQUEST TO APPROVE, ADOPT)

ATTACHMENTS:
#1—Ordinance 2024-120
#2—Ordinance 2024-114
#3—Ordinance 2023-117

BACKGROUND / DESCRIPTION:

On September 20, 2023, the City Commission approved the Annual Operating Budget for Fiscal Year 2024 including $169,957,982 for the General Fund, $17,518,350 for the Charter School fund, $13,826,465 for the Equipment Services Fund and $25,960,520 for the Capital Improvement Program.

On August 7, 2024, the City Commission approved the FY2024 amendment to the General Fund and Capital Improvement Program to appropriate the FY2023 assigned capital project fund balance totaling $10,546,530.

The General Fund FPL Utility and Franchise fee revenues are forecasted to be over the FY2024 budget in excess of $3.0M. Interest income is forecasted to be over budget by an estimated $1.5M. Rather than wait until necessary funds are budgeted in Fiscal Year 2026, staff recommends amending the FY2024 budget to increase these revenues to pay for capital project needs.

The Center for the Arts revenue and expenditures are forecasted to be over the FY2024 budget in excess of $3M. Staff recommends amending the FY2024 budget to increase the revenues and expenditures related to the Center for the Arts operations.

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: December 4, 2024

Subject: Second Reading of Ordinance 2024-120: FY 2024 Operating Budget and Capital Improvement Program Budget Amendment

---

The Charter School revenues and expenditures are forecasted to be over the FY2024 budget by $2,273,501 primarily due to Federal ESSR and Local Referendum grants received and expended within the FY2024 fiscal year.

The Equipment Service Fund has experienced an extraordinary increase over the budgeted escalation in the replacement cost of Front-Line Pumper Fire trucks. The Fire Fund is forecasting a FY2024 surplus and in accordance with the city's financial policy, has transferred funds to the Equipment Service fund to avoid future debt and to plan for the replacement of these upcoming trucks. Staff recommends an amendment to record the transfer of $791,918 to the 511 equipment replacement fund.

Staff therefore requests that the City Commission approve the proposed budget amendment for the General Fund, Charter School Fund, Equipment Service Fund and Capital Improvement Programs.

ORDINANCE NO. 2024-120

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2023-117, AS AMENDED BY ORDINANCE 2024-114, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023-2024, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET AND EXHIBIT "B", THE CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Commission of the City of Coral Springs finalized and adopted budgets for fiscal year 2023-2024 for the General Fund, Charter School Fund, Equipment Services Fund, and Capital Improvement Program as adopted by Ordinance 2023-117 on September 20, 2023; and

WHEREAS, on August 7, 2024, the City Commission of the City of Coral Springs passed Ordinance 2024-114 to amend the budget to increase the General Fund $10,546,530 and Capital Improvement Program $10,546,530; and

WHEREAS, the City Commission acknowledges that an additional amendment is required to the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, as designated in Exhibits "A" and "B."

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

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget and Capital Improvement Program, approved by the City Commission on September 20, 2023, as amended on August 7, 2024 are amended as designated in Exhibits "A" and "B" attached hereto.

SECTION 3. The City Commission hereby ratifies and confirms all other provisions of Ordinance 2023-117.

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

SECTION 5. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. 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 JOSEPH MCHUGH	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___

EXHIBIT "A"
Annual Operating Budget

FUND		**FY 2023-2024 ADOPTED BUDGET**
General	~~$180,504,512~~	$188,004,512
Water & Sewer		$27,921,268
Fire		$30,823,504
Charter School	~~$17,518,350~~	$19,791,851
Public Art		$383,010
Debt Service		$12,426,794
Health & Liability		$31,486,446
Equipment Services	~~$13,826,465~~	$14,618,383
Tree Trust Fund		$0
Solid Waste		$7,976,749
Stormwater		$4,418,744
Museum Fund		$732,047

EXHIBIT "B"
Capital Improvement Program

FUND		**FY 2023-2024 ADOPTED C.I.P.**
General	~~$20,813,343~~	$28,313,343
Water & Sewer		$8,605,000
Fire		$893,461
Charter School		$789,250
Equipment Services	~~$4,886,296~~	$5,678,214
Solid Waste		$0
Public Art		$320,000
Tree Trust Fund		$49,700
Stormwater		$150,000
Insurance Fund		$0
Museum Fund		$0
	~~$36,507,050~~	$44,798,968

ORDINANCE NO. 2024-114

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2023-117, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023-2024, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET AND EXHIBIT "B", THE CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Commission of the City of Coral Springs finalized and adopted budgets for fiscal year 2023-2024 for the General Fund, and Capital Improvement Program as adopted by Ordinance 2023-117 on September 20, 2023; and

WHEREAS, the City Commission acknowledges that an additional amendment is required to the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, as designated in Exhibits "A" and "B."

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

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget and Capital Improvement Program, approved by the City Commission on September 20, 2023, are amended as designated in Exhibits "A" and "B" attached hereto.

SECTION 3. The City Commission hereby ratifies and confirms all other provisions of Ordinance 2023-117.

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 7 day of August, 2024.
City Clerk

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

SECTION 5. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS 26 DAY OF June, 2024.
PASSED ON SECOND READING THIS 7 DAY OF August, 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	—	—

EXHIBIT "A"
Annual Operating Budget

FUND	FY 2023-2024 ADOPTED BUDGET
General	~~$169,957,982~~ $180,504,512
Water & Sewer	$27,921,268
Fire	$30,823,504
Charter School	$17,518,350
Public Art	$383,010
Debt Service	$12,426,794
Health & Liability	$31,486,446
Equipment Services	$13,826,465
Tree Trust Fund	$0
Solid Waste	$7,976,749
Stormwater	$4,418,744
Museum Fund	$732,047

EXHIBIT "B"
Capital Improvement Program

FUND		**FY 2023-2024 ADOPTED C.I.P.**
General	~~$10,266,813~~	$20,813,343
Water & Sewer		$8,605,000
Fire		$893,461
Charter School		$789,250
Equipment Services		$4,886,296
Solid Waste		$0
Public Art		$320,000
Tree Trust Fund		$49,700
Stormwater		$150,000
Insurance Fund		$0
Museum Fund		$0
	~~$25,960,520~~	$36,507,050

ORDINANCE NO. 2023-117

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023-2024; REVIEWED, MODIFIED AND APPROVED BY THE CITY COMMISSION AT MEETINGS HELD ON JUNE 28, 2023, SEPTEMBER 13, 2023, AND SEPTEMBER 20, 2023, WHICH INCLUDES THE BUDGET FOR THE GENERAL FUND, WATER AND SEWER, FIRE, SOLID WASTE, CHARTER SCHOOL, STORMWATER, PUBLIC ART, DEBT SERVICE, HEALTH AND LIABILITY, EQUIPMENT SERVICES, TREE TRUST FUNDS, MUSEUM FUND, AND CAPITAL IMPROVEMENT PROGRAM FUNDS; PROVIDING THAT IN THE EVENT A VARIATION FROM THE TOTAL BUDGET IS OR BECOMES NECESSARY, THIS ORDINANCE SHALL BE AMENDED ONLY BY A SUBSEQUENT ORDINANCE CONSISTENT WITH CHAPTER 166, FLORIDA STATUTES, THE CHARTER AND CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Manager has presented to the City Commission proposed budgets for Fiscal Year 2023-2024 for the General Fund, the Water and Sewer, the Fire, the Solid Waste, the Charter School, the Stormwater, Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, Museum Funds, and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds; and

WHEREAS, pursuant to law, the City Commission has conducted public workshop meetings as well as public hearings to review said budgets and to consider the recommendations of the citizenry relative to the adoption of said budgets; and

WHEREAS, pursuant to said meetings and public hearings and after consideration of the recommendations of its citizenry, the City Commission on this date, September 20, 2023, has finalized its General Fund, Water and Sewer, Fire, Solid Waste, Charter School, Stormwater,

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 21 day of September, 2023.
City Clerk

Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, and Museum Funds and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for Fiscal Year 2023-2024, that is, October 1, 2023 through September 30, 2024; and

WHEREAS, the City Commission acknowledges that said finalized budgets reflect $169,957,982 in estimated expenditures and $169,957,982 in estimated revenues for the General Fund; $27,921,268 in estimated expenditures and $27,921,268 in estimated revenues for the Water and Sewer Fund; $30,823,504 in estimated expenditures and $30,823,504 in estimated revenues for the Fire Fund; $7,976,749 in estimated expenditures and $7,976,749 in estimated revenues for the Solid Waste Fund; $17,518,350 in estimated expenditures and $17,518,350 in estimated revenues for the Charter School Fund; $4,418,744 in estimated expenditures and $4,418,744 in estimated revenues for the Stormwater Fund; $383,010 in estimated expenditures and $383,010 in estimated revenues for the Public Art Fund; establishes a Debt Service Fund of $12,426,794; revenue and expenditures for the Health & Liability Funds in the amount of $31,486,446; revenue and expenditures for the Museum Fund in the amount of $732,047; revenue and expenditures for the Equipment Services Funds in the amount of $13,826,465; and adopting a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for a total amount of $25,960,520.

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

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget Fiscal Year 2023-2024, reviewed and approved by the City Commission on June 28, 2023, copy of said budget being attached hereto and made a part hereof, as Exhibit "A," as specifically as if set forth herein and as revised on September 13, 2023 and September 20, 2023, and is hereby established and adopted as the City of Coral Springs' final Annual Operating Budget for Fiscal Year 2023-2024.

SECTION 3. That the Annual Operating Budget Fiscal Year 2023-2024 establishes limitations on expenditures/expenses by fund total. Said limitation meaning that the total sum allocated to each fund for total expenditures/expenses may not be increased without specific authorization by a duly enacted Resolution and/or Ordinance effecting such amendment or transfer. However, specific activity/departmental amounts within a fund may be exceeded so long as excesses exist in other activities/departments within said fund.

SECTION 4. That the Capital Improvement Program Budget, Fiscal Year 2023-2024 for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds reviewed and approved by the City Commission on June 28, 2023, as revised on September 13, 2023 and September 20, 2023, is hereby adopted by the City Commission of the City of Coral Springs and attached hereto and incorporated herein as Exhibit "B" as specifically as set forth herein. This also approves in concept, subject to annual review, the Capital Improvement Plan for October 1, 2023 through September 30, 2029.

SECTION 5. That when the City of Coral Springs receives monies from any source, be it private or governmental, by Grant, Gift, or otherwise, to which there is attached as a condition of acceptance, any limitation regarding the use or expenditure of the monies received, the funds so received need not be shown in the Annual Budget nor shall said budget be subject to amendment or expenditure as a result of disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under Grants or Gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted

accounting principles and, where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the Gift or Grant as aforesaid.

SECTION 6. That in the event a variation from the total budget appropriation is or becomes necessary, such variations shall only become legally effective upon the adoption of an amending Ordinance consistent with Chapter 166, Florida Statutes, the Charter and Code of Ordinances of the City of Coral Springs, Florida.

SECTION 7. 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 8. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provision shall not be affected thereby.

SECTION 9. Effective Date. This Ordinance shall become effective on October 1, 2023.

PASSED ON FIRST READING THIS 13th DAY OF SEPTEMBER 2023.

PASSED ON SECOND READING THIS 20th DAY OF SEPTEMBER 2023.

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	—	—

EXHIBIT "A"
Annual Operating Budget

FUND	FY 2023-2024 ADOPTED BUDGET
General	$169,957,982
Water & Sewer	$27,921,268
Fire	$30,823,504
Charter School	$17,518,350
Public Art	$383,010
Debt Service	$12,426,794
Health & Liability	$31,486,446
Equipment Services	$13,826,465
Tree Trust Fund	$0
Solid Waste	$7,976,749
Stormwater	$4,418,744
Museum Fund	$732,047

EXHIBIT "B"
Capital Improvement Program

FUND	FY 2023-2024 ADOPTED C.I.P.
General	$10,266,813
Water & Sewer	$8,605,000
Fire	$893,461
Charter School	$789,250
Equipment Services	$4,886,296
Solid Waste	$0
Public Art	$320,000
Tree Trust Fund	$49,700
Stormwater	$150,000
Insurance Fund	$0
Museum Fund	$0
	$25,960,520

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, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2023-117, AS AMENDED BY ORDINANCE 2024-114, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023-2024, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET AND EXHIBIT "B", THE CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss.163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initialed by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, 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: Ileana Kyriakides _____ Ileana Kyriakides

Print name and title — Signature and Date

Summary Sheet

Agenda Item: 15.

Meeting Date: December 4, 2024

Subject: Ordinance 2024-122, Second Reading, Publicly Accessible Websites for Legal Advertisements (John Hearn & Georgia Elliott)

Requested Action: Request to approve and adopt on second reading Ordinance 2024-122, amending certain sections of the Code of Ordinances and the Land Development Code of the City of Coral Springs to provide for the utilization of publicly accessible websites for legal advertisements; providing for conflicts; providing for severability; providing for codification; and providing for an effective date. First reading held on November 20, 2024.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization.
(REQUEST TO APPROVE, ADOPT)

Funding Source: Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: #1 - Ordinance 2024-122
#2 - Business Impact Estimate for Ordinance 2024-122
#3 - Agreement

Background / Description: During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

Pursuant to Section 50.0311, Florida Statutes, Broward County has designated CivicPlus, LLC as their publicly accessible website for publication of notices and advertisements.

Ordinance 2024-122, amends sections of the Code of Ordinances and the Land Development Code of the City of Coral Springs to provide for the utilization of Broward County's publicly accessible website for publication of legal advertisements.

In FY24, the city spent $27,044.55 to publish legal advertisements and public notices in the newspaper. The annual cost to participate in Broward County's publicly accessible website is $10,000. As a result of the cost savings to utilize the County's publicly accessible website, staff supports and recommends its use.

ORDINANCE 2024-122

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING CERTAIN SECTIONS OF THE CODE OF ORDINANCES AND THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS TO PROVIDE FOR THE UTILIZATION OF PUBLICLY ACCESSIBLE WEBSITES FOR LEGAL ADVERTISEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's professional staff reviews the City's Codes from time to time to ensure consistency and currentness with operational practices; and

WHEREAS, City staff has identified certain sections of the City's Codes which require administrative revisions; and

WHEREAS, the City Commission accepts the recommendations of the City's professional staff and finds that the adoption of this Ordinance is in the best interests of the community;

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. Section 2-74 of the Code of Ordinances of the City of Coral Springs entitled, "Procedures for Quasi-Judicial Proceedings", shall be amended to read as follows:

Sec. 2-74. Procedures for quasi-judicial proceedings.

(1) *[In general.]*

(a) In quasi-judicial proceedings on local government land use matters, individuals are not precluded from communicating directly with a member of the decision making body by application of ex-parte communications prohibitions. Disclosure of such communications by a member of the decision making body is not required, and such nondisclosure shall not be presumed prejudicial to the decision of the decision making body. All decisions of the decision making body must be supported by substantial, competent evidence in the record pertinent to the proceedings, irrespective of such communications.

* * * *

(2) *Notification.*

(a) At least seven (7) calendar days prior to the proceeding city shall provide a legal advertisement to be published in a newspaper of general paid circulation in Broward County and of general interest and readership in the community, not one of limited subject matter or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. Said notice shall state the name of the petitioner for the requested action, the date and time of the proceeding and the location where the petition and any back up information may be reviewed. In addition, the notice shall (i) inform all affected persons that they will be allowed to present evidence at the hearing, bring forth witnesses, and cross-examine witnesses and (ii) notify affected persons, as defined in section 2-72 of the Code of the City of Coral Springs, that they must file the required forms provided in the city clerk's office. The forms when completed must include disclosure of witnesses or anyone providing sworn testimony and notice of their intent to appear at the proceeding. The forms must be filed in the city clerk's office no later than noon the day before the proceeding.

* * * *

SECTION 3. Section 2-103 of the Code of Ordinances of the City of Coral Springs entitled, "Declaration of Intent; Notice", shall be amended to read as follows:

Sec. 2-103. Declaration of intent; notice.

(a) Whenever the city shall decide that a special assessment service or project needs to be provided or accomplished, the city commission shall by resolution (the "intent resolution") declare the city's intention to have such work performed or services provided, designating the nature of the work or services; the location of the work or services; the part or portion of the cost to be paid by special assessment; the manner in which special assessments shall be made; when such assessments are to be paid; and what part, if any, shall be apportioned to be paid from other funds of the city or another participating governmental unit(s). Such intent resolution shall also describe the lands on which the special assessment is to be levied and it shall be sufficient to describe such lands as all lots and lands located within the assessable area receiving special benefit from the service or project. Such intent resolution shall also state the estimated costs of the service or project.

* * * *

(c) Upon adoption of the intent resolution, the city may advertise for bids, provide in-house or provide pursuant to an agreement with a third party or another public agency or a publicly regulated utility agency to provide the service or for the construction of the project. If bid, the bid shall be advertised in a newspaper of general circulation in the municipality and include in such advertisement the intent resolution number and title, or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended . All such bids shall conform to the city bid procedures then in effect.

(d) Promptly after adoption of the intent resolution, the city clerk shall cause said intent resolution to be published once a week for a period of two (2) weeks in a newspaper of general circulation in the city and in Broward County, Florida or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended.

* * * *

SECTION 4. Section 2-105 of the Code of Ordinances of the City of Coral Springs entitled, "Levying Special Assessment", shall be amended to read as follows:

Sec. 2-105. Levying special assessment.

(a) Upon completion of the preliminary assessment roll, the city shall by resolution or motion fix a time and place at which the owners of property to be assessed, or any other persons interested therein, may appear before the city and be heard with respect to the propriety and advisability of providing the service or project and funding them with special assessments, the cost of the service or project, and the amount to be assessed against each property so improved or serviced. The city clerk shall provide written notice of such hearing to each of the property owners whose property is subject to being assessed. Such notice shall be provided by first class U.S. mail, postage prepaid, or through the annual TRIM Notices forwarded by the Broward County Property Appraiser, not less than twenty (20) days in advance of the hearing. The notice by mail shall include the following information: the purpose of the assessment; the total amount to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the local government will collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the city within twenty (20) days of the notice; and the date, time, and place of the hearing. In addition, notice of the time and place of such hearing shall be given by publication in a newspaper of general circulation in the city or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, not less than twenty (20) days in advance of the hearing; provided however, that any mistake in such advertised notice or in any mailed notice shall not void any assessment levied in accordance with the provisions of this article. The published notice shall contain at least the following information: the name of the city; a geographic depiction of the property subject to the assessment; the proposed schedule of the assessment; the fact that the assessment will be collected by the tax collector; and a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections

within twenty (20) days of the publication of the notice. The resolution or motion shall contain the date, time, and place of the hearing, describe the assessable area, and advise persons interested that the description of the properties located within the assessable area and the amount of the assessment can be ascertained at the office of the city clerk.

* * * *

SECTION 5. Section 2-306 of the Code of Ordinances of the City of Coral Springs entitled, "Formal Competitive Procurement Procedure", shall be amended to read as follows:

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 or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. The notice shall state the place, date and time of the bid or proposal opening.

* * * *

SECTION 6. Section 2-311.2 of the Code of Ordinances of the City of Coral Springs, entitled "Acquisition or Sale of Real Property, Both Improved and Unimproved", shall be revised to read as follows:

Sec. 2-311.2. Acquisition or sale of real property, both improved and unimproved.

(a) The following land acquisition procedures shall be employed whenever the city seeks to acquire, by purchase, any real property:

* * * *

(5) Any agreement by city to purchase real property shall be submitted to the city commission for approval at a public meeting after thirty (30) days' public notice. Notice of the proposed purchase of real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation in the city or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended.

* * * *

(2) Disposal of property which is sufficient in size and of such character as to comprise an independent building site and which will involve a conveyance of the city's fee simple interest. These parcels typically enjoy access to a public right-of-way and are developable as building sites.

* * * *

c. *Public hearing.* The city governing body shall hold one (1) public hearing prior to adopting a resolution declaring property as surplus. An advertisement for such public hearing shall appear once in a newspaper of general circulation at least ten (10) days prior to the hearing or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. The advertisement will contain the resolution title and the date, time and place of the hearing. The city clerk shall advertise the proposed resolution for public hearing by placing it on the city commission agenda.

* * * *

e. *Methods of disposal.* Based upon the best and highest use, the city may dispose of property pursuant to this subsection utilizing the following methods: negotiation, request for letters of interest, sealed bids, or request for proposals. The city may retain professional real estate services to aid in the disposal of property.

1. *Negotiation.* The city may negotiate the sale of real property with a particular person or entity, and no further advertising will be needed to effect a transfer.

2. *Sealed bids, requests for letters of interest, and request for proposals.* At any time no more than ninety (90) days after adoption of a resolution declaring the property surplus, the land may be offered for public disposition, and a notice shall be published by the city in a newspaper of general circulation in the city or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended once not less than ten (10) days before sealed bids, letters of interest or proposals are due. The notice shall state, at a minimum, the date when sealed bids, letters of interest, or proposals shall be received and whether the sale is with or without reservation. Sealed bids, letters of interest, and proposals shall be received accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the disposition price.

* * * *

SECTION 7. Section 6-1 of the Code of Ordinances of the City of Coral Springs, entitled "Determination of Election Date; Procedures Required to Setting Election Date", shall be revised to read as follows:

Sec. 6-1. Determination of election date; procedures required to setting election date.

(a) *Determination of election date.* All municipal elections shall be proclaimed by the mayor at least thirty (30) days prior thereto. The city commission, however, shall determine, consistent with the City Charter and the State Election Code, on what day a referendum election shall be held. The date of a referendum election shall be at least ninety (90) days after the meeting at which said date is selected.

(b) *Procedures required subsequent to setting election date.* Once the election date has been determined, the city clerk shall:

* * * *

(3) Publish notice of the election at least once in a newspaper of general circulation or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. Said notice shall appear no less than ten (10) days prior to the first day set for qualifying for office.

(4) In any special election or referendum election, provide notice by publication of the information about the special election or referendum in a newspaper of general circulation or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. This notice shall appear at least twice, once in the fifth week and once in the third week, prior to the week in which the election or referendum is to be held.

SECTION 8. Section 113 of the Land Development Code of the City of Coral Springs, entitled "Types of Public Notice", shall be amended to read as follows:

Sec. 113. Types of public notice.

The different types of public notice are as follows:

(a) *Newspaper publication.* Publication of public notice in a newspaper shall consist of publication in a newspaper of general paid circulation in Broward County and of general interest and readership in the community, not one of limited subject matter. Petitioner shall pay for such publication prior to, and as a condition of, city commission consideration. Notwithstanding anything provided for in the Land Development Code, publishing the notice in substantial compliance with the requirements of this Section on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, shall satisfy the requirements for publishing in a newspaper.

* * * *

SECTION 9. Section 115 of the Land Development Code of the City of Coral Springs, entitled "Comprehensive Plan Amendments", shall be amended to read as follows:

Sec. 115. Comprehensive plan amendments.

Public notice for comprehensive plan amendments shall be provided as follows:

(a) Where fifty (50) percent or more of the city is affected by the proposed amendment.

(1) Public hearing before the local planning agency (the planning and zoning board).

a. Approximately fourteen (14) days prior to the public hearing:

* * * *

2. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

b. Approximately five (5) days prior to the public hearing:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

(2) Public hearing before the local governing body (the city commission).

a. At least seven (7) days prior to the first public hearing at the transmittal stage:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

b. At least five (5) days prior to the second public hearing at the adoption stage:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

(b) Where less than fifty (50) percent of the city is affected by the proposed amendment.

(1) Public hearing before the local planning agency (planning and zoning board).

a. Approximately fourteen (14) days prior to the public hearing:

* * * *

2. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

b. Approximately five (5) days prior to the public hearing:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

(2) Public hearing before the local governing body (the city commission).

* * * *

b. At least seven (7) days prior to the first public hearing at the transmittal stage:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

* * * *

d. At least five (5) days prior to the second public hearing at the adoption stage:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed comprehensive plan amendment as provided for herein.

SECTION 10. Section 116 of the Land Development Code of the City of Coral Springs, entitled "Rezonings or Substantial Changes in Permitted Use", shall be amended to read as follows:

Sec. 116. Rezonings or substantial changes in permitted use.

Public notice for rezonings or substantial changes in permitted uses shall be provided as follows:

(a) In cases where the proposed ordinance would rezone or substantially change a permitted use as for a parcel or parcels of land involving more than ten (10) contiguous acres:

(1) Public hearing before planning and zoning board.

a. Fourteen (14) days prior to the public hearing:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed rezoning or substantial change in permitted use as provided for in section 113 and not inconsistent with F.S. § 166.041.

b. At least seven (7) days prior to the public hearing:

1. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2)

and 50.0311, *Florida Statutes*, as amended, of the proposed rezoning or substantial change in permitted use as provided for herein.

(2) Public hearings before local governing body (city commission).

a. At least seven (7) days prior to the first public hearing:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed rezoning or substantial change in permitted use as provided for in section 113 and not inconsistent with F.S. § 166.041.

b. At least five (5) days prior to the second public hearing:

1. The city shall provide a newspaper advertisement of no less than two (2) columns wide by ten (10) inches long or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed rezoning or substantial change in permitted use as provided for in section 113 and not inconsistent with F.S. § 166.041.

(b) In cases where a proposed ordinance would rezone or substantially change a permitted use for a parcel or parcels of land involving less than ten (10) contiguous acres:

(1) Public hearing before planning and zoning board.

* * * *

b. Approximately seven (7) days prior to the public hearing:

1. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed rezoning or substantial change in permitted use as provided for herein.

* * * *

(c) Where a person other than the city or its designee initiates a rezoning or substantial change in permitted use:

(1) Public hearing before planning and zoning board.

* * * *

b. Seven (7) days prior to the public hearing:

1. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed rezoning or substantial change in permitted use as provided for herein.

(2) Public hearing before the local governing body (city commission).

* * * *

b. Ten (10) days prior to the public hearing at first reading:

1. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed rezoning or substantial change in permitted use as provided for herein.

SECTION 11. Section 117 of the Land Development Code of the City of Coral Springs, entitled "Plats and Plat Waivers", shall be amended to read as follows:

Sec. 117. Plats and plat waivers.

Public notice for plat approval or approval of plat waiver shall be provided as follows:

(a) Public hearing before city commission.

(1) Fourteen (14) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed platting or plat waiver action as provided for herein.

* * * *

SECTION 12. Section 118 of the Land Development Code of the City of Coral Springs, entitled "Zoning Amendments (Other Than Rezonings or Substantial Changes in Permitted Use)", shall be amended to read as follows:

Sec. 118. Zoning amendments (other than rezonings or substantial changes in permitted use).

Public notice for zoning amendments, other than rezonings or substantial changes in permitted use, shall be provided as follows:

(a) Public hearing before planning and zoning board:

(1) Seven (7) days prior to the public hearing.

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed zoning amendment as provided for herein.

(b) Public hearing before local governing body (city commission).

(1) Ten (10) days prior to the public hearing.

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed zoning amendment as provided for herein.

SECTION 13. Section 119 of the Land Development Code of the City of Coral Springs, entitled "Land Development Regulations", shall be amended to read as follows:

Sec. 119. Land development regulations.

Public notice for amendments to the land development regulations as set forth in section 250103 of these regulations but not including comprehensive plan amendments, rezonings, substantial changes in permitted use, platting actions or zoning amendments, shall be provided as follows:

(a) Public hearing before the planning and zoning board:

(1) Seven (7) days prior to the public hearing.

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed amendment to the land development regulations as provided herein.

(b) Public hearing before local governing body (city commission).

(1) Ten (10) days prior to the public hearing.

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed amendment to the land development regulations as provided herein.

SECTION 14. Section 120 of the Land Development Code of the City of Coral Springs, entitled "Special Exception", shall be amended to read as follows:

Sec. 120. Special exception.

Public notice for special exceptions shall be provided as follows:

(a) Public hearing before planning and zoning board.

(1) Ten (10) days prior to the public hearing:

* * * *

b. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed special exception as provided for herein.

(b) Public hearing before city commission.

(1) Ten (10) days prior to the public hearing:

* * * *

b. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed special exception as provided for herein.

* * * *

SECTION 15. Section 121 of the Land Development Code of the City of Coral Springs, entitled "Conditional Use", shall be amended to read as follows:

Sec. 121. Conditional use.

Public notice for a proposed conditional use shall be provided as follows:

(a) Public hearing before planning and zoning board:

* * * *

(2) Seven (7) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed conditional use as provided for herein.

(b) Public hearing before the city commission:

* * * *

(2) Seven (7) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed conditional use as provided for herein.

* * * *

SECTION 16. Section 122 of the Land Development Code of the City of Coral Springs, entitled "Abandonment of Right-of-Way", shall be amended to read as follows:

Sec. 122. Abandonment of right-of-way.

Public notice for a proposal to abandon a right-of-way shall be provided as follows:

(a) Public hearing before the planning and zoning board.

* * * *

(2) Seven (7) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the abandonment of right-of-way as provided for herein.

(b) Public hearing before city commission.

* * * *

(2) Seven (7) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed abandonment of right-of-way as provided for herein.

SECTION 17. Section 123 of the Land Development Code of the City of Coral Springs, entitled "Abandonment or Vacation of Public Dedicated Easements", shall be amended to read as follows:

Sec. 123. Abandonment or vacation of public dedicated easements.

Public notice for abandonment or vacation of public dedicated easements shall be provided as follows:

(A) Public hearing before city commission:

(1) Seven (7) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed abandonment or vacation of public dedicated easement action as provided for herein.

SECTION 18. Section 124 of the Land Development Code of the City of Coral Springs, entitled "Zoning Variance", shall be amended to read as follows:

Sec. 124. Zoning variance.

Public notice for zoning variances shall be provided as follows:

(A) Public hearing before the planning and zoning board.

(1) Seven (7) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed zoning variance as provided for herein.

* * * *

SECTION 19. Section 125 of the Land Development Code of the City of Coral Springs, entitled "Master Parking Exception", shall be amended to read as follows:

Sec. 125. Master parking exception.

Public notice for the creation of or an exception to the approved standard design of a master parking easement shall be provided as follows:

(A) Public hearing before city commission:

(1) Seven (7) days prior to the public hearing:

(a) The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed creation of or an exception to the approved standard design of a master parking easement action as provided for herein.

* * * *

SECTION 20. Section 127 of the Land Development Code of the City of Coral Springs, entitled "Tree Variance", shall be amended to read as follows:

Sec. 127. Tree variance.

Public notice for tree variances shall be provided as follows:

(A) Public hearing before planning and zoning board:

(1) Seven (7) days prior to the public hearing:

(a) The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed tree variance as provided for herein.

(B) Public hearing before the city commission:

(1) Seven (7) days prior to the public hearing:

(a) The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed tree variance as provided for herein.

* * * *

SECTION 21. Section 128 of the Land Development Code of the City of Coral Springs, entitled "Sign Variance", shall be amended as follows:

Sec. 128. Sign variance.

Public notice for sign variances shall be provided as follows:

(A) Public hearing before planning and zoning board:

(1) Seven (7) days prior to the public hearing:

(a) The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed sign variance as provided for herein.

(B) Public hearing before the city commission:

(1) Seven (7) days prior to the public hearing:

(a) The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed sign variance as provided for herein.

* * * *

SECTION 22. Section 129 of the Land Development Code of the City of Coral Springs, entitled "Historic Designations (Other Than Districts)", shall be amended to read as follows:

Sec. 129. Historic designations (other than districts).

(A) Public hearing before the historic preservation board:

(1) Ten (10) days prior to the public hearing:

* * * *

b. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed designation as provided for herein.

(B) Public hearing before city commission.

(1) Ten (10) days prior to the public hearing:

* * * *

b. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed designation as provided for herein.

SECTION 23. Section 130 of the Land Development Code of the City of Coral Springs, entitled "Certificates of Appropriateness", shall be amended to read as follows:

Sec. 130. Certificates of appropriateness.

(A) Public hearing before the historic preservation board:

(1) Seven (7) days prior to the public hearing:

a. The city shall provide a legal newspaper advertisement or notice on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, of the proposed certificate of appropriateness as provided for herein.

* * * *

SECTION 24. Section 144 of the Land Development Code of the City of Coral Springs, entitled "Meetings", shall be amended to read as follows:

Sec. 144. Meetings.

(a) *Notice required.* The first regular meeting of each planning and zoning board shall be held on the second Monday in May of each year. At this meeting the board shall elect a chairman and vice-chairman. The board shall subsequently hold at least one (1) regular meeting each month and such additional special meetings as it may find necessary, all at the call of the chairman or upon the written request of three (3) members of the planning and zoning board, which written request shall be filed with the development services department. Notice of each regular meeting shall be published in one (1) issue of a newspaper of general circulation in Coral Springs, Florida or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, at least seven (7) days prior to the meetings by publishing the agenda of said regular meeting. Notice of each special meeting shall be published by posting in City Hall and on the city's website, at least one (1) day prior to the meeting, the agenda for said special meeting. The city manager or their designee may place additional notice in other locations within the city.

* * * *

SECTION 25. Section 184.4 of the Land Development Code of the City of Coral Springs, entitled "Assessments for Abatement of Public Health, Safety, and Welfare Violations", shall be amended to read as follows:

Sec. 184.4. Assessments for abatement of public health, safety, and welfare violations.

(1) *Establishment of special assessment district.* The City of Coral Springs in its entirety, as its city boundaries exist of the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special assessment district for the purposes of abating and/or correcting violations of the Code of Ordinances and/or the Land Development Code of the City of Coral Springs which constitute public health, safety, and welfare violations as determined by a special magistrate or other city administrative board. Individual properties within the city's boundaries, as they may exist from time to time, may be assessed for the costs incurred by the city in abating health, safety, and welfare violations.

* * * *

(6) *Adoption of resolution.* The city commission will adopt a resolution at a public hearing prior to January 1 or if agreed by the property appraiser, tax collector, and the city by March 1, in accordance with F.S. § 197.3632(3)(a), as amended from time to time, which resolution shall provide the following:

* * * *

(d) That the city published its notice of intent to use the uniform method of collecting such assessments in a newspaper of general circulation within the boundaries of the city or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, once a week for four (4) consecutive weeks preceding the hearing; and

* * * *

SECTION 26. Section 194 of the Land Development Code of the City of Coral Spring, entitled "Procedures for Quasi-Judicial Proceedings", shall be amended to read as follows:

Sec. 194. Procedures for quasi-judicial proceedings.

* * * *

(2) *Notification.*

(a) At least seven (7) calendar days prior to the proceeding, city shall provide a legal advertisement to be published in a newspaper of general paid circulation in Broward County and of general interest and readership in the community, not one of limited subject matter or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. Said notice shall state the name of the

petitioner for the requested action, the date and time of the proceeding and the location where the petition and any back up information may be reviewed. In addition, the notice shall (i) inform all affected persons that they will be allowed to present evidence at the hearing, bring forth witnesses, and cross-examine witnesses; and (ii) notify affected persons, as defined in section 192 of this Code, that they must file the required forms provided in the city clerk's office. The forms when completed must include disclosure of witnesses or anyone providing sworn testimony and notice of their intent to appear at the proceeding. The forms must be filed in the city clerk's office no later than noon the day before the proceeding.

* * * *

SECTION 27. Section 239 of the Land Development Code of the City of Coral Springs, entitled "Consideration and Approval of Report; Notice; Public Hearing", shall be amended to read as follows:

Sec. 239. Consideration and approval of report; notice; public hearing.

The approval by the committee of the City of Coral Springs local housing incentive strategies recommendations, and its review of the City of Coral Springs implementation of previously recommended strategies, must be made by an affirmative vote of a majority of the membership of the committee taken at a public hearing. Notice of the time, date, and place of the public hearing of the committee to final local housing incentives strategies recommendations must be published in a newspaper of general paid circulation in the county or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. The notice must contain a short and concise summary of the local housing incentive strategies recommendation to be considered by the committee. The notice must state the public place where a copy of the tentative committee recommendations can be obtained by interested persons.

SECTION 28. Section 1903 of the Land Development Code of the City of Coral Springs, entitled "Public Dedicated Easements", shall be amended to read as follows:

Sec. 1903. Public dedicated easements.

(a) *Vacation of public dedicated easements.*

* * * *

(4) *Action of the city commission; notice required.* Prior to presentation to the city commission, public notice shall be published in a newspaper of general circulation in Broward County or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended, giving at least seven (7) days' notice to the public that the city commission shall consider the vacation of the subject easement. The applicant, if other than a governmental entity, shall pay the costs of the advertising prior to city commission deliberation. Upon deliberation, the city

commission may adopt a resolution which shall be recorded in the Public Records of Broward County, Florida.

* * * *

SECTION 29. Section 2501036 of the Land Development Code of the City of Coral Springs, entitled "'Special Exception", shall be amended to read as follows:

Sec. 2501036. Special exception.

(1) Nothing in this article may prohibit or have the effect of prohibiting the ability of a service provider to provide personal wireless services in accordance with the Telecommunications Act.

* * * *

(5) Public notice. For purposes of this chapter and notwithstanding any other requirements with regard to public notice in the City's Code, any request for a special exception on private property shall require a public hearing that shall be advertised at least ten (10) days before the public hearing in a newspaper of general circulation and readership in the municipality or on a publicly accessible website as provided for in Sections 50.011(2) and 50.0311, *Florida Statutes*, as amended. A courtesy notice shall also be mailed to all affected property owners within four hundred (400) feet of the subject property prior to the public hearing. If approved, the owner of any communications tower approved for shared use shall provide notice of the location of the communications tower and the tower's load capacity to all other providers regulated by this article. All costs related to the public notice shall be paid by the applicant.

SECTION 30. 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 31. 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 32. 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 Coral Springs Code of Ordinances; 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 33. EFFECTIVE DATE. This Ordinance shall become effective upon the approval of the City Commission unless another effective date is specified in this Ordinance.

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 JOSEPH MCHUGH	___	___
___	___	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:
ORDINANCE NO 2024-122 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING CERTAIN SECTIONS OF THE CODE OF ORDINANCES AND THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS TO PROVIDE FOR THE UTILIZATION OF PUBLICLY ACCESSIBLE WEBSITES FOR LEGAL ADVERTISEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, 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).

   The purpose of this ordinance is to allow the City of Coral Springs to move from traditional newspaper platforms to Broward County's unified web portal for online legal advertising. By allowing the public to access online legal notices, at no cost to them, this increases transparency in local government.

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.

      None.

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

      None.

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

      None.

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

   None.

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

   None.

Georgia Elliott, City Clerk 11/8/2024

Name, Title, Date

AGREEMENT BETWEEN BROWARD COUNTY AND CIVIC PLUS, LLC, FOR COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE FOR PUBLICATION OF LEGAL NOTICES

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and CivicPlus, LLC, a Kansas limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Pursuant to Section 50.0311, Florida Statutes, County has designated Contractor as County's publicly accessible website ("Website") for publication of notices and advertisements ("Publications"), subject to the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of Records, Tax, & Treasury, the Assistant Director of Records, Tax, & Treasury, or such other person designated by the Director of Records, Tax, & Treasury in writing.

1.5. **Governmental Agency(ies)** has the meaning ascribed in Section 50.0311, Florida Statutes.

1.6. **Notices** means the publication of text or other information pursuant to an Order issued by a Governmental Agency under this Agreement.

1.7. **Purchasing Director** means County's Director of Purchasing.

1.8. **Services** means all work required of Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in

the Scope of Services attached as Exhibit A, and any Services procured under this Agreement pursuant to an Order.

1.9. **Subcontractor** means an entity or individual providing Services to County through Contractor. The term "Subcontractor" includes all subconsultants.

ARTICLE 2. EXHIBITS

Exhibit A	**Scope of Services**
Exhibit B	**Rates**
Exhibit C	**Minimum Insurance Coverages**
Exhibit D	**Order Form**
Exhibit E	**Form Participation Agreement**
Exhibit F	**ETS Security Requirements**
Exhibit G	**Form Proof of Publication**

ARTICLE 3. SCOPE OF SERVICES, TRAINING, AND METHOD OF ORDERING

3.1. Services Description. Contractor will provide a publicly accessible website ("Website") that complies with the requirements of Exhibit A and such additional Services as Governmental Agencies may order through an appropriate Order (as defined herein). The Website will provide on-demand access to an unlimited number of users, and concurrent users, support an unlimited number of submitted Notices, and offer 24/7 access. Contractor shall provide all necessary software, licensing, maintenance, and training required to deliver access to the Website for each Governmental Agency that issues an Order, and to provide public access to all Notices posted on the Website. Contractor will ensure that the Website complies with all applicable Florida and federal laws, including without limitation, the relevant provisions of Chapter 50, Florida Statutes, and the Americans with Disabilities Act, 42 U.S.C. § 12101. Notwithstanding the foregoing, Contractor shall not be liable for any non-compliant content of Notices published on the Website by or at the request of any Governmental Agencies.

3.2. Method of Ordering Services. A Governmental Agency may select the type, amount, and timing of Services pursuant to an order ("Order") in substantially the form attached as Exhibit D executed by Governmental Agency. Prior to accepting an Order, Contractor shall ensure the applicable Governmental Agency has a Participation Agreement (sample form attached as Exhibit E) executed by County and Governmental Agency. If a Governmental Agency has a Participation Agreement executed by County, Contractor shall accept all Orders issued by that Governmental Agency. Contractor shall not provide any Services to a Governmental Agency pursuant to this Agreement until a Participation Agreement is on file executed by County and that Governmental Agency. For each Order accepted by Contractor pursuant to this Section 3.3, Contractor shall perform all Services specified therein; each Order is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, illegal, or unconscionable.

3.3. Contractor may continually develop, alter, deliver, and provide to the Governmental Agencies ongoing innovation to the Services, in the form of new features and functionalities. Contractor reserves the right to modify the Services from time to time, provided the Services continue to provide at least the minimum functionality stated in Exhibit A. Any modifications or improvements to the Services will be provided to the Governmental Agencies at no additional charge.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for a period of two (2) years ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to four (4) additional two (2) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail shall be effective and sufficient.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement. Notwithstanding the foregoing, Contractor shall only be liable or responsible for delays or failures of performances caused by the action or inaction of Contractor.

ARTICLE 5. RATES AND COMPENSATION

5.1. Rates. The rates for the Services to be provided to Governmental Agencies pursuant to executed Orders under this Agreement are set forth in Exhibit B (Rates).

5.2. Method of Billing and Payment. Payment shall be made by the Governmental Agency issuing the Order, and only for Services actually purchased pursuant to that Order, which amount shall be accepted by Contractor as full compensation for all such Services.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once annually, no more than ninety (90) days prior to end of the current Order term. Invoices shall identify the Order for which Services are being invoiced. Invoices shall require payment in thirty (30) days.

5.2.2. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.2.3. Contractor will be solely responsible for invoicing each Governmental Agency directly for the Services. County will not have any obligation, financial or otherwise, to either pay Contractor for services provided to any Governmental Agency or to assist Contractor in obtaining payment from a Governmental Agency procuring Services from Contractor pursuant to this Agreement.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Overcharges. If an audit reveals overcharges of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount within forty-five (45) days after demand.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each

individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations

under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County, each Governmental Agency, and all of County's and each Governmental Agency's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all third-party causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part by any breach of this Agreement by Contractor, or any

intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" and each Governmental Agency that issues an Order is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. No more than fifteen (15) days following commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2

effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services performed through the termination date specified in the written notice of termination, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

9.5. Termination of Orders.

9.5.1. Termination of Orders for Cause. An Order may be terminated for cause by Contractor or by the applicable Governmental Agency if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. An Order may be terminated for cause by Governmental Agency for reasons including, but not limited to, Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in an Order, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

9.5.2. Termination of Orders for Reasons Other than Cause. An Order may also be terminated by Contractor or by the applicable Governmental Agency with at least sixty (60) days advance written notice to the other party. The terminating party acknowledges that it has received good, valuable, and sufficient consideration for the other party's right to terminate an Order for convenience including in the form of the other party's obligation to provide advance notice of such termination in accordance with this section. If an Order is terminated by Governmental Agency pursuant to this section, Contractor shall be paid for any Services performed through the termination date specified in the written notice of termination, Contractor will provide a pro rata refund of any prepaid annual fees for the terminated Services that were not provided, excluding any

Implementation Fee which is non-refundable, and Governmental Agency shall have no further obligation to pay Contractor for Services under that Order.

9.5.3. Notice of termination of an Order shall be provided in accordance with the "Notices" section of this Agreement to the addresses listed on the Order.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority.

11.1.1. County Contract Administrator. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.1.2. Governmental Agency Contract Manager. Governmental Agency may appoint a Contract Manager that is authorized to coordinate and communicate with Contractor to manage and supervise the performance of its Order(s). Contractor Acknowledges that the Governmental Agency Contract Manager has no authority to modify this Agreement, and only has authority over Order(s) issued by that Governmental Agency and not over Order(s) issued by any other Governmental Agency.

11.2. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.2.1. Keep and maintain public records required by County to perform the Services;

11.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.2.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with

the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-7298, AMORRELL@BROWARD.ORG, 115 S. ANDREWS AVE., ROOM 120, FORT LAUDERDALE, FL 33301.

11.3. Audit Rights and Retention of Records. County and Governmental Agency shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County or Governmental Agency. Contractor shall provide County and Governmental Agency with reasonable access to Contractor's facilities, and County or Governmental Agency shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.4. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement or an Order, nothing herein is intended to serve as a waiver of sovereign immunity by County or a Governmental Agency nor shall anything included herein be construed as consent by County or a Governmental Agency to be sued by third parties in any matter arising out of this Agreement.

11.7. Third-Party Beneficiaries. Any Governmental Agency that has executed a Participation Agreement and an Order is expressly made a third-party beneficiary of this Agreement with full power and authority to enforce this Agreement to the same effect as if it had expressly been made a party hereto. Other than a Governmental Agency with an executed Participation Agreement and at least one Order, neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County Records, Taxes and Treasury Division
Attn: Director
115 South Andrews Avenue, Room 120
Fort Lauderdale, Florida 33301
Email address: tkennedy@broward.org

FOR CONTRACTOR:
CivicPlus, LLC
Attn: Contract Manager
302 S. 4th Street, Ste 500
Manhattan, KS 66502
Email address: contracts@civicplus.com

11.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.10. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement, or any Order, and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and

contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by Applicable Law, Governmental Agency shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Governmental Agency under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.23. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.24. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.25. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.26. Additional Security Requirements. Contractor shall comply with the ETS Security Requirements attached hereto as Exhibit F, which shall be applicable to the Website and all Services provided pursuant to Orders issued under this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the 13th day of December, 2022, and Contractor, signing by and through its Sr. VP of Customer Success duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

24 day of January, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Stacey R. Weinger Digitally signed by Stacey R. Weinger Date: 2023.01.24 09:23:15 -05'00'
Stacey R. Weinger (Date)
Assistant County Attorney

By _____ Digitally signed by Rene D. Harrod Reason: Approved as to form Date: 2023.01.24 09:26:44 -05'00'
Rene D. Harrod (Date)
Chief Deputy County Attorney

SRW
CivicPlus Notice Website Agreement
1/23/2023

AGREEMENT BETWEEN BROWARD COUNTY AND CIVIC PLUS, LLC, FOR COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE FOR PUBLICATION OF LEGAL NOTICES

CONTRACTOR

CIVICPLUS, LLC

By: _____
Authorized Signer

Amy Vikander, Sr. VP Customer Success
Print Name and Title

23rd day of January, 2023

WITNESS:

By: _____
Signature

Kyle Karpowicz
Print Name of Witness

Exhibit A
Scope of Services

Contractor shall provide a Website utilizing its CivicPlus Optimize Product, which shall include the following:

Quantity	Product Name	Description	Product Type
1.00	Process Automation Premium Package	Process Automation Premium Package	Renewable
1.00	Forms & Apps	Forms & Apps	Renewable
1.00	Data Manager Module	Data Manager Module	Renewable
1.00	OB Connectors, PA	OB Connectors, PA	Renewable
1.00	Workflow & Approvals Module	Workflow & Approvals Module	Renewable
1.00	Process Automation	Contractor's team will document process workflow and work with Governmental Agencies to build, configure, and style the Website.	One-time

Contractor shall submit final Website design and layout to County's Contract Administrator for approval. Website shall not "go-live" to the public or be useable by Governmental Agencies for publication of Notices until County's Contract Administrator has issued written approval of the final Website design and layout. Contractor shall be the sole owner of the URL, domain, and Website, and the Parties agree that County is simply designating Website as its publicly accessible website pursuant to this Agreement.

Website Requirements. The Website must provide at least the following functionality:

a. All text must be machine-readable.

b. Notices must be searchable by any available criteria, including but not limited to, agency, date of publication, key word, title, and category (e.g., procurement, land use, etc.).

c. Notices must indicate the date the Notice was first published on the Website.

d. The Website must offer Governmental Agencies the ability to link procurement notices to external websites.

e. The Website must be capable of generating an affidavit of proof of publication form consistent with Section 50.041, Florida Statutes, in a form substantially similar to Exhibit G.

f. The Website must provide the ability to attach a PDF (or other document format) as part of the Notice.

g. The Website must provide the ability to create templates to facilitate the creation and distribution of specific Notices.

h. The Website must provide the public the ability to request mail or e-mail notification of the applicable Governmental Agency of any/all Notices published by that Governmental Agency to the Website provide notice to each applicable Governmental Agency of all such requests, and provide the ability for the applicable Governmental Agency to download a registry of the names, addresses, and e-mail addresses of persons who have submitted such requests.

i. For Notices by e-mail, the Website will autogenerate and send the Notices once published by Governmental Agency. For Notices by first-class mail, the participating Governmental Agency will be responsible for mailing applicable Notices.

j. The Website must be responsive in design and able to function on desktops, tablets, and mobile web browsers and platforms, including compatibility with Edge, Chrome, Safari, Firefox, and all current browsers on Microsoft (Windows), Google (Chrome, Android), and Apple operating systems, and future web browsers and platforms that may become available.

Training Requirements. Contractor shall provide a quarterly training session open to all Governmental Agencies that have issued executed a Participation Agreement. As part of this training, Contractor shall provide updates regarding Contractor's product road map, new features, and functionalities. The quarterly training date shall be announced no less than thirty (30) days before the training date. The training(s) may be held at a location within Broward County or online, as designated by Contractor subject to County approval.

Project Schedule; Go-Live Date. Contractor shall complete all Website design, configuration, testing, and other required preparatory activity to enable Governmental Agencies access to the Website for the publication of Notices no later than 60 days after the execution of the first Participation Agreement under this Agreement.

Contractor Support.

a. Contractor will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Governmental Agency will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).
b. Contractor provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. Contractor's support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes,

Contractor's support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Governmental Agency delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

c. Contractor's support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Governmental Agency will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new). After-hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Governmental Agency at the time of the request and will be subject to Governmental Agency acceptance and invoiced the next business day following the non-emergency support. Contractor shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any Order.
d. If a reported problem cannot be solved during the first support interaction, Governmental Agency will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which Contractor is not responsible.

Warranty. Contractor warrants that the Services and Website will perform substantially in accordance with Contractor's documentation and marketing proposals, and free of any material defect. Contractor warrants to the Governmental Agency that, upon notice given to Contractor of any defect in design or fault or improper workmanship, Contractor will remedy any such defect. Contractor makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than Contractor, even in a situation where Contractor approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by Contractor.

Exhibit B
Rates

The following rates apply to all Orders issued pursuant to this Agreement:

	One-Time Implementation	Annual - Year 1	TOTAL - Year 1
Tier 4: Municipality with Population = 90,000 or greater	$2,000	$8,000	$10,000
Tier 3: Municipality with Population = 40,000 - 89,999	$2,000	$7,000	$9,000
Tier 2: Municipality with Population = 10,000 - 39,999	$2,000	$6,000	$8,000
Tier 1: Municipality with Population = 9,999 or fewer	$2,000	$5,000	$7,000
Tier 0: Special District/Non-Municipal/Constitutional Officer	$2,000	$5,000	$7,000

Early Adopter Incentive. Governmental Agencies that execute a Participation Agreement and an Order prior to June 30, 2023, will receive a 100% waiver of one-time implementation fees.

Annual Price Adjustment. The Annual Rates shown in this Exhibit B will increase by3% annually, beginning on the first anniversary of the Effective Date of this Agreement and each anniversary thereafter.

*Year 1 means the time period from the Effective Date of this Agreement and continuing for a period of twelve months. Governmental Agencies will be charged the then-current Annual Rate effective as of the date of their Order and each anniversary thereof.

Exhibit C
Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: CivicPlus Civic Optimize Product
Agency: Records, Taxes, and Treasury Division

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$1,000,000**	**$2,000,000**
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*	☑	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$500,000**	
☐ **EXCESS LIABILITY / UMBRELLA** **Per Occurrence or Claims-Made:** ☐ Per Occurrence ☐ Claims-Made ***Note: May be used to supplement minimum liability coverage requirements.***	☑	☑			
☑ **WORKER'S COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
☑ **EMPLOYER'S LIABILITY**			Each Accident	**$100,000**	
☑ **Professional Liability (Errors and Omissions)**	☑	☑	If claims-made form:	**$1,000,000**	
			Extended Reporting Period of:	3 Years	
			*Maximum Deductible:	$100,000	
BUILDER'S RISK *Note: Coverage must be "All Risk", Completed Value.* Broward County must be shown as additional insured and Loss Payee.	N/A	☑	*Maximum Deductible (Wind and/or Flood):		
			*Maximum Deductible:		
☐ Installation floater is required if Builder's Risk or Property are not carried. *Note: Coverage must be "All Risk", Completed Value.*			*Maximum Deductible (Wind and/or Flood):		
			*Maximum Deductible:		

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

TIMOTHY CROWLEY

Digitally signed by TIMOTHY CROWLEY
Date: 2022.12.29 15:32:21 -05'00'

Risk Management Division

Exhibit D

Governmental Agency Order

Civic Plus, LLC Publicly Accessible Website Agreement

This Order is between [**the City of Coral Springs, FL**] ("Governmental Agency") and Civic Plus, LLC ("Contractor" or "Civic Plus") pursuant to Contractor's Agreement with Broward County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

CivicOptimize software license to be used to publish Legal Notices in accordance with HB7049 and Broward County's Interlocal Agreement

The time period for this Order, unless otherwise extended or terminated by either party, is as follows: 1 year from signature of this form.

The total fee for this Order is as follows: $[10,000] ("Total Fee"), which is based on the Rates set forth in Exhibit B of the Agreement. The Total Fee shall be invoiced upon complete execution of this Order.

Governmental Agency shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice.

Additional Terms:

a. Form of Notice. Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. Governmental Agency will be solely responsible for compliance with the Notice Requirements.

b. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Order, nothing herein is intended to serve as a waiver of sovereign immunity by Governmental Agency nor shall anything included herein be construed as consent by Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Any Notices shall be provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows: GEORGIA ELLIOTT, CITY CLERK.

Limitation of Liability.

a. CivicPlus' liability arising out of or related to this Order, will not exceed $100,000, excluding any indemnification obligations set forth in Article 7 of the Agreement.

b. In no event will CivicPlus be liable to Governmental Agency for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Order.

c. The liabilities limited by Sections (a) and (b) above apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Governmental Agency is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Governmental Agency's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. CivicPlus warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. CivicPlus warrants to the Governmental Agency that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes content provided by the Governmental Agency ("Governmental Agency Content").

Governmental Agency shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable Order; (ii) adapt, alter, modify, or make derivative works based upon any CivicPlus Property; (iii) link to the CivicPlus Property software, including "framing" or "mirroring" any CivicPlus Property, in such a manner as to permit administrative access by third party entities other than Governmental Agency (Note: this does not preclude linking to the Website on any Governmental Agency website to permit public access to the Website); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions, or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Order.

b. Provided Governmental Agency complies with the terms and conditions herein, CivicPlus hereby grants Governmental Agency a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective Order, for the term of the respective Order.

c. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center." CivicPlus does not provide paper copies of its Documentation. Governmental Agency and its Users are granted a limited license to access Documentation, download, and copy the Documentation as needed. Governmental Agency shall not make derivatives of the Documentation.

d. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Governmental Agency to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Governmental Agency hereunder constitute, collectively, the "Feedback"). Governmental Agency hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

e. Upon completion of the Initial Implementation and go-live date, Governmental Agency will assume full responsibility for Governmental Agency Content maintenance and administration. Governmental Agency, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content. Governmental Agency hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Governmental Agency Content as necessary to provide the Services. Governmental Agency represents and warrants that Governmental Agency owns all Governmental Agency Content or that Governmental Agency has permission from the rightful owner to use each of the elements of Governmental Agency Content; and that Governmental Agency has all rights necessary for CivicPlus to use the Governmental Agency Content in connection with providing the Services.

f. At any time during the term of the applicable Order, Governmental Agency will have the ability to download the Governmental Agency Content and export the Governmental

Agency data through the Services. Governmental Agency may request CivicPlus to perform the export of Governmental Agency data and provide the Governmental Agency data to Governmental Agency in a commonly used format at any time, for a fee to be quoted at time of request and approved by Governmental Agency. Upon termination of the applicable Order for any reason, whether or not Governmental Agency has retrieved or requested the Governmental Agency data, CivicPlus reserves the right to permanently and definitively delete the Governmental Agency Content and Governmental Agency data held in the Services thirty (30) days following termination of the applicable Order. During the thirty (30) day period following termination of the Order, regardless of the reason for its termination, Governmental Agency will not have access to the Services.

Responsibilities of the Parties.

a. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. Governmental Agency is responsible for all activity that occurs under Governmental Agency's accounts by or on behalf of Governmental Agency. Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for Governmental Agency content and data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

d. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Governmental Agency has selected to integrate any of its Services with.

e. Governmental Agency's use of the Services is subject to the Acceptable Use Policy set forth at https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy.

Data Security.

a. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy set forth at https://www.civicplus.com/privacy-policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Governmental Agency data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Governmental Agency; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Governmental Agency data or disclose Governmental Agency data, unless specifically directed by Governmental Agency or compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Governmental Agency authorization.

b. Governmental Agency acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Governmental Agency data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Governmental Agency's data.

c. CivicPlus may offer Governmental Agency the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Governmental Agency. In connection with any such third-party application agreed to by Governmental Agency, Governmental Agency acknowledges and agrees that CivicPlus may allow the third-party providers access to Governmental Agency data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Governmental Agency to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Governmental Agency's use of such third-party application provided that in no event shall any such separate agreement modify or prevail over any conflicting term in this Agreement.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

(*Signatures appear on the following page.*)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

City of Coral Springs, FL

ATTEST: By: _____

_____ _____

CITY CLERK Print Name

_____day of _____, 20____

I HEREBY CERTIFY that I have approved this Order as to form and legal sufficiency subject to execution by the Parties:

Andrew B. Dunkiel

_____

City Attorney

Contractor

_____

Signature

Amy Vikander

Print/Type Name

Senior VP of Customer Success

Title

Exhibit E
Form Participation Agreement for Publication of Legal Notices
on County Designated Publicly Accessible Website

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Coral Springs, FL, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.

D. Pursuant to Section 50.0311, Florida Statutes, County designated CivicPlus, LLC ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.

2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. At any time, upon at least ninety (90) days' prior written notice to Local Government in accordance with the Notices section of this Participation Agreement, County may designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Any such new designation shall be automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by

Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it will not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County, and that any and all actions of County in conjunction with or relating to the designation of the Website for use by Local Government are, and shall be construed at all times as, purely ministerial acts.

7. Costs and Payment. Local Government is solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party. This Participation Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. In addition, if the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:
Broward County Records, Taxes and Treasury Division
Attn: Director
115 South Andrews Avenue, Room 120
Fort Lauderdale, Florida 33301
Email address: tkennedy@broward.org

FOR LOCAL GOVERNMENT:
City of Coral Springs, FL - City Clerk's Office
9500 W. Sample Road
Coral Springs, FL 33065 _____
Email address: clerks@coralsprings.gov

12. Prior Agreements. This Participation Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All

commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Participation Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 13th day of December, 2022, and Local Government, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Stacey R. Weinger (Date)
Assistant County Attorney

By_____
Rene D. Harrod (Date)
Chief Deputy County Attorney

SRW
Notice Website Form Participation Agreement

FORM PARTICIPATION AGREEMENT FOR PUBLICATION OF LEGAL NOTICES ON COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE

LOCAL GOVERNMENT

City of Coral Springs, FL

ATTEST:

By: _____
City of Coral Springs, FL, Mayor

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Participation Agreement as to form and legal sufficiency subject to execution by the Parties:

Andrew B. Dunkiel

_____
City Attorney

Exhibit F
ETS Security Requirements – Low Risk

Solicitation Title:	CivicOptimize Publicly Access Website Designation

Definitions.

"Equipment" means the hardware being provided by Contractor under the Agreement.

"Software" means software provided or licensed by Contractor pursuant to the Agreement or an Order, including software-as-a-service ("SaaS") products.

"Contractor Platform" means the web-based platform on which Contractor provides any SaaS or hosting Services under the Agreement or an Order, including any system or other solution that stores, hosts, or transmits County or Governmental Agency data.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

(a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
(b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
(c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
(d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
(e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
(f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
(g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or

current industry standards, whichever is higher, for data in motion; and

(h) upon request by County or Governmental Agency, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement or an Order, Contractor must:

(a) ensure that physical security features to prevent tampering are included in any Equipment provided to County or Governmental Agency and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
(b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator or Governmental Agency's Contract Manager, as applicable, and disclose any default accounts or backdoors that exist for access to County or Governmental Agency's network;
(c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator or Governmental Agency's Contract Manager, as applicable, within thirty (30) days after identification of a new critical or high security vulnerability and notify County or Governmental Agency of proposed mitigation steps taken;
(d) develop and maintain Equipment to interface with County-supported or Governmental Agency-supported and approved operating systems and firmware versions;
(e) upon request by County or Governmental Agency, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
(f) ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
(g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
(h) (for OEMs only) upon request by County or Governmental Agency, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

SaaS or Hosting Services. Contractor must use reasonable efforts to immediately notify County and the applicable Governmental Agency of any information security breach or unauthorized access or modification of County or Governmental Agency data.

Exhibit G
Form Proof of Publication

STATE OF FLORIDA
COUNTY OF BROWARD

Before the undersigned authority personally appeared (*name*), who on oath states that he or she is of Broward County, Florida; that the attached copy of advertisement being a (*insert description*) in the matter of (*insert caption*) in the (*insert court*) Court, was published on the publicly accessible website of Broward County, Florida, or in a newspaper by print in the issues of (*insert info*) on (*insert date*).

Affiant further says that the website or newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Sworn to and subscribed before me by means of □ physical presence or □ online notarization, this _____ day of _____, 202___.
(SEAL)

_____
Notary Public, State of Florida
Commission Expires:
(*date or apply stamp*)

_____ Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

Summary Sheet

Agenda Item: 16.

Meeting Date: December 4, 2024

Subject: Termination of Contract for Convenience with Swimphish, Inc. of Coral Springs, Florida (Justin Ellis)

Requested Action: Request to terminate contract RFP 20-G-018P with Swimphish, Inc. of Coral Springs, Florida, after seven (7) days of notification by a termination letter.
Funding Source: Not Applicable.
Strategic Goal: Not Applicable.
(REQUEST TO TERMINATE)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: Summary Sheet

Background / Description: On June 3, 2020, the City Commission awarded contract RFP 20-G-018P to Swimphish, Inc., for Swim Coach Services. The Contract was renewed on May 18, 2022, and then again on May 15, 2024. The Parks and Recreation Department is recommending the termination of the Swim Phish contract for convenience, effective December 20, 2024. This change will enable the City to establish a new staffing model that is aligned with other swim programs in the South Florida area. It is the City's intent to hire its own swim coaching staff to support the needs of local swimmers and clubs. This change will provide more daily oversight and control of programs being offered at the Aquatics Complex while meeting the needs of our residents. The City will be developing a Memorandum of Understanding (MOU) with a local parent group to support the logistics of hosting future home swim meets. These changes are aligned with the management structure established by other local municipalities who also work with swim clubs.

In the agreement, Section 11, entitled TERMINATION, allows the City to terminate without cause and for convenience. The Parks and Recreation Department and Purchasing Division staff recommend that the contract with Swimphish, Inc., of Coral Springs, Florida be terminated.

Presenting: Justin Ellis

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Termination of Contract for Convenience between Swimphish, Inc. of Coral Springs, Florida and the City of Coral Springs for Swim Coach Services (Justin Ellis)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to terminate contract RFP 20-G-018P with Swimphish, Inc. of Coral Springs, Florida, after seven (7) days of notification by a termination letter.
Funding Source: Not Applicable
Strategic Goal: Not Applicable
(REQUEST TO TERMINATE)

PROJECT REVIEWED BY OR INCLUDED IN:

ATTACHMENTS:

BACKGROUND / DESCRIPTION:

On June 3, 2020, the City Commission awarded contract RFP 20-G-018P to Swimphish, Inc., for Swim Coach Services. The Contract was renewed on May 18, 2022, and then again on May 15, 2024. The Parks and Recreation Department is recommending the termination of the Swim Phish contract for convenience, effective December 20, 2024. This change will enable the City to establish a new staffing model that is aligned with other swim programs in the South Florida area. It is the City's intent to hire its own swim coaching staff to support the needs of local swimmers and clubs. This change will provide more daily oversight and control of programs being offered at the Aquatics Complex while meeting the needs of our residents. The City will be developing a Memorandum of Understanding (MOU) with a local parent group to support the logistics of hosting future home swim meets. These changes are aligned with the management structure established by other local municipalities who also work with swim clubs.

In the agreement, Section 11, entitled TERMINATION, allows the City to terminate without cause and for convenience. The Parks and Recreation Department and Purchasing Division staff recommend that the contract with Swimphish, Inc., of Coral Springs, Florida be terminated.

Summary Sheet

Agenda Item: 17.

Meeting Date: December 4, 2024

Subject: Election of Vice Mayor (John Hearn)

Requested Action: Request to elect a Vice Mayor for a one-year term as provided in Section 3.02 of the City Charter.
(REQUEST TO ELECT)

Placement: City Attorney's Communication

Background / Description: Section 3.02. Election and terms of office for Commissioners, Mayor and Vice Mayor of the City Charter reads, in part, as follows:

The City Commission shall elect from among its members a Vice Mayor. Election of the Vice Mayor shall be accomplished annually at the first regularly scheduled meeting following a city election in which Commissioners have been elected. The individual elected as Vice Mayor may not serve more than two (2) consecutive terms in office as Vice Mayor.

Recent Terms of Service as Vice Mayor:

November 2023-2024: Shawn Cerra
December 2022-2024: Shawn Cerra
December 2021-2022: Joshua Simmons
December 2020-2021: Joshua Simmons

Summary Sheet

Agenda Item: 18.

Meeting Date: December 4, 2024

Subject: City Manager's Contract (John Hearn)

Placement: City Attorney's Communication