

# CITY OF CORAL SPRINGS, FLORIDA

## COMMISSION MEETING AGENDA

Thursday, October 6, 2022  
6:30 PM

Commission Chambers, City Hall  
9500 West Sample Road

### *Recognizing Indigenous Peoples Day & Columbus Day, October 10, 2022*

#### **Call to Order**

#### **Roll Call**

#### **Moment of Silence**

#### **Pledge of Allegiance**

Megan Kenney, Coral Springs High School, 12th grade  
Sarah Kenney, Forest Glen Middle School, 8th grade  
Riley Kenney, Park Springs Elementary School, 3rd grade

#### **Recognitions/Proclamations/Presentations**

- 1. Key to the City, Alfred "Al" E. Hendrickson, Sr.**  
Request the City Commission recognize Broward County Pioneer and Coral Springs community leader Alfred "Al" E. Hendrickson, Sr. with a Key to the City.
- 2. Recognition, Incoming Sawgrass Springs Middle School Principal Melinda Wessinger (Cerra)**  
Request the City Commission recognize incoming Sawgrass Springs Middle School Principal Melinda Wessinger.
- 3. Proclamation, Fire Prevention Week 2022 & Cancer Awareness Month 2022**  
Request that the City Commission proclaim October 15, 2022, as Fire Prevention Week--"Fire Won't Wait - Plan Your Escape" AND recognize the firefighters wearing navy blue or pink shirts with white lettering and a lavender ribbon, representing all types of cancer, for Cancer Awareness Month.
- 4. Proclamation, National Community Planning Month 2022 (Julie Krolak)**  
Request that the City Commission proclaim the month of October 2022 as "National Community Planning Month" in the City of Coral Springs.
- 5. Proclamation, National Code Compliance Month 2022 (Julie Krolak)**  
The City Commission proclaim the month of October 2022 as "National Code Compliance Month" in the City of Coral Springs.

#### **Public Comment**

#### **Public Hearings/Special Meeting Announcements**

- 6. Proclaiming November 8, 2022 as General Election**  
Request that the Mayor proclaim Tuesday, November 8, 2022 as the Coral Springs General Election. Polls will be open 7:00 AM to 7:00 PM. (REQUEST TO PROCLAIM)

**7. Special Exception, Downtown Coral Springs (Julie Krolak)**

Request to hold quasi-judicial hearing and public hearing to approve petition of Greenspoon Marder, LLP for a Special Exception from Land Development Code Sections 2501056 (Block Length And Perimeter) and 2501059 (DT-MU Building Type Table) relative to block length, lot requirements, setbacks, and building frontage for the construction of a mixed-use development consisting of a maximum of 377 residential units and approximately 11,525 square feet of commercial in the Downtown Mixed-Use (DT-MU) Zoning District, located at the northeast corner of West Sample Road and University Drive, legally described as a Portion of Parcel A, Coral Springs Village Green; authorize the City Attorney's Office to draft an order approving SE22-0003 and adopt said order. Funding Source: Not applicable. Strategic Goal: A Thriving, Resilient Business Community (REQUEST TO QUASI-JUDICIAL HEARING AND PUBLIC HEARING, APPROVE, AUTHORIZE, ADOPT) (SE22-0003)

**Consent**

**8. Minutes Approval**

Request to approve meeting summary of September 21, 2022, Second Budget Hearing meeting. (REQUEST TO APPROVE)

**9. Use of Forfeiture Funds (Brad McKeone)**

Request to authorize the use of \$403,815 in Law Enforcement Trust Funds to cover the annual continuation fee of \$8,815 for CALEA (Commission on Accreditation for Law Enforcement); to pay up to \$60,000 which we will receive from the Broward Sheriff's Office for Task Force Detectives overtime expenses from this point forward; to cover \$75,000 in training costs for all sworn members; \$10,000 to pay for confidential informant payments; and \$250,000 to pay for Seasonal School Resource Officers' salaries. (REQUEST TO AUTHORIZE)

**10. Purchase, Global Traffic Technologies Traffic Equipment (Brad McKeone)**

Request to approve purchase of Global Traffic Technologies Traffic Equipment from **Transportation Control Systems, Inc.** of Tampa, FL, utilizing the Florida Department of Transportation Bid No. DOT-ITB-20-9034-GH for a total authorized expenditure of \$75,000. Funding Source: Approved Capital Funds. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO APPROVE)

**Policy Formation and Direction**

**11. Economic Development Incentive Program Grant Agreement (Kristi Bartlett)**

Request to award the Economic Development Incentive Program Grant funding for \$40,348 to Coral-CS/LTD. Associates. Funding Source: Approved Operating Budget. Strategic Goal: A Thriving, Resilient Business Community. (REQUEST TO AWARD)

**12. Reappointment, Charter School Advisory Board (Catherine Givens)**

Request to consider reappointment of Joann McDaniel-Chinn to the Business Representative seat of the Charter School Advisory Board. (REQUEST TO REAPPOINT)

**13. Ratify, Termination of Declaration of Emergency for COVID-19**

Request to ratify the Termination of Declaration of Emergency for COVID-19. (REQUEST TO RATIFY)

**14. Resolution 2022-040, Urging Increased Funding for School Resource Officers**

Request to approve and adopt Resolution 2022-040 urging the School Board of Broward County to increase funding for school resource officers at every school within Broward County. (REQUEST TO APPROVE, ADOPT)

## **Commission Communications**

### **City Manager's Communication**

### **City Attorney's Communication**

## **Adjournment**

**Next Regular Meeting: Wednesday, October 19, 2022, 6:30 p.m., City Commission Chambers.**

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

Residents planning to attend the meeting who need special assistance must notify the Office of the City Clerk at (954) 344-1065 no later than 24 hours preceding the meeting.

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

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

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

*Decorum to be maintained.* In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

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

## Summary Sheet

Agenda Item:

Meeting Date: October 6, 2022

**Subject:** .

**Requested Action:** Megan Kenney, Coral Springs High School, 12th grade  
Sarah Kenney, Forest Glen Middle School, 8th grade  
Riley Kenney, Park Springs Elementary School, 3rd grade

**Placement:** Pledge of Allegiance



## Summary Sheet

Agenda Item: 1.

Meeting Date: October 6, 2022

**Subject:** Key to the City, Alfred "Al" E. Hendrickson, Sr.

**Requested Action:** Request the City Commission recognize Broward County Pioneer and Coral Springs community leader Alfred "Al" E. Hendrickson, Sr. with a Key to the City.

**Placement:** Recognitions/Proclamations/Presentations

**Background / Description:**

When Al Hendrickson moved to Coral Springs in 1971, the city's population was 7,800, only 1,000 names were listed in the city's paper phone book, and door-to-door mail delivery had just replaced the "Pony Express." Through 45 years of new technologies, changes, and growth, Hendrickson has been a consistent and steadfast supporter of Coral Springs and beyond.

Hendrickson began his career with JM Family, working alongside the legendary Jim Moran, where he spent 19 years in various positions. During this time, he was named Marketing Man of the Year by Toyota Motor Sales, was recognized by the National TV Bureau as a producer of innovative TV commercials, and was a several-time recipient of the Southeast Toyota President's Award for all-time record sales.

He opened his first Toyota dealership in Coconut Creek in 1989 with his son, Al Hendrickson, Jr., also opening a dealership right next door. The pair sold 460 cars in the first month, surpassing expectations. Today, Hendrickson Toyota is one of the largest Toyota dealers in the USA.

Hendrickson has made a significant impact on the community by supporting children and people less fortunate as well as funding city events. For this, the City of Coral Springs would like to honor him with a Key to the City.

Hendrickson was selected unanimously by the City's Historical Advisory Committee in the spring of 2020; however, the pandemic canceled the event. The committee is delighted to see this important event return in 2022, giving the community a chance to honor Al as a Broward County Pioneer.

Hendrickson will be honored as part of Broward County's Pioneer Day for his contributions to the Coral Springs community at their annual event in Wilton Manors on Saturday, October 15. Pioneer Day was established to recognize residents of Broward who, through their professional or inspirational contributions, have made an impact to the local communities.

**Requested By:** Commissioner Carter

**Presenting:** Lynne Martzall

**Accepting:** Alfred "Al" E. Hendrickson, Sr.



## Summary Sheet

Agenda Item: 2.

Meeting Date: October 6, 2022

**Subject:** Recognition, Incoming Sawgrass Springs Middle School Principal Melinda Wessinger (Cerra)

**Requested Action:** Request the City Commission recognize incoming Sawgrass Springs Middle School Principal Melinda Wessinger.

**Placement:** Recognitions/Proclamations/Presentations

**Background / Description:** Melinda Wessinger, the new principal of Sawgrass Springs Middle School in Coral Springs, has lived in the city for over 42 years and has proudly served as an educator in Broward County Schools for the past 30 years. She was a math teacher at Margate and Westglades Middle Schools, an assistant principal at Ramblewood Middle, and most recently the principal at New River Marine Science Middle School. She is committed to providing all students high quality education in a safe and supportive environment. She has expressed her excitement for this new journey to lead alongside great staff, parents, and the community.

**Requested By:** Commissioner Cerra

**Presenting:** Commissioner Cerra

**Accepting:** Melinda Wessinger, Principal  
Sawgrass Springs Middle School

## Summary Sheet

Agenda Item: 3a.

Meeting Date: October 6, 2022

**Subject:** Proclamation, Fire Prevention Week 2022

**Requested Action:** Request that the City Commission recognize October 15, 2022, as Fire Prevention Week--"Fire Won't Wait - Plan Your Escape"

**Placement:** Recognitions/Proclamations/Presentations

**Background / Description:** Each year, since 1922, the National Fire Protection Association (NFPA) sponsors Fire Prevention Week, in commemoration of the Great Chicago Fire that occurred in October 1871. The anniversary of this tragedy is observed in a way that would keep the public informed about the importance of fire prevention and fire safety. Accordingly, each year, a theme is selected. For Fire Prevention Week 2022, the 100th anniversary of Fire Prevention Week, the theme is "Fire Won't Wait - Plan Your Escape". Today's homes burn faster than ever. You may have as little as two minutes (or even less time) to safely escape a home fire from the time the smoke alarm sounds. Your ability to get out of a home during a fire depends on early warning from smoke alarms and advance planning. This year's campaign works to educate everyone about simple but important actions they can take to keep themselves and those around them safe from home fires.

We encourage our residents to go to our website [www.coralsprings.gov/fire](http://www.coralsprings.gov/fire) for public education information. The National Fire Protection Association (NFPA) also has free Fire Safety Information on their website <https://www.nfpa.org/fpw>

**Presenting:** Mayor Scott Brook

**Accepting:**

Fire Chief Michael McNally and Fire Marshal Bruce Bowers along with Fire Personnel

## Summary Sheet

Agenda Item: 3b.

Meeting Date: October 6, 2022

**Subject:** Recognition, Fire Department - Cancer Awareness Month 2022

**Requested Action:** Request that the City Commission recognize the firefighters wearing navy blue or pink shirts with white lettering and a lavender ribbon, representing all types of cancer, for Cancer Awareness Month.

**Placement:** Recognitions/Proclamations/Presentations

**Background / Description:**

Each October, we honor those touched by cancer by wearing special Cancer Awareness Tee Shirts. For the month of October, all firefighters will wear a navy blue or pink tee shirt, with a lavender ribbon, to represent all types of cancer. We also invite the community to our annual Cancer Awareness Pasta Dinner on Saturday, October 8th at Fire Station 80, from 5:00 PM - 9:00 PM.

**Presenting:** Mayor Scott Brook

**Accepting:** Chief McNally, Lt. Michael Farmer, Fire Personnel

## Summary Sheet

Agenda Item: 4.

Meeting Date: October 6, 2022

### **Subject:**

Proclamation, National Community Planning Month 2022 (Julie Krolak)

### **Requested Action:**

Request that the City Commission proclaim the month of October 2022 as “National Community Planning Month” in the City of Coral Springs.

**Placement:** Recognitions/Proclamations/Presentations

### **Background / Description:**

The National American Planning Association (APA) has declared the month of October as National Community Planning Month. Each year APA, its members, chapters, and divisions sponsor National Community Planning Month to raise the visibility of the important role of planners and planning in communities across the United States.

The Community Development Division currently includes 14 staff members. Throughout the last year, the Division has processed over 24 site plans for new development/redevelopment, more than 4,500 building permits, and managed over \$1 million grant funds.

Staff initiated Land Development Code changes to help businesses within the City and established mortgage and rental assistance programs, all while continuing to conduct site plan/permit review and inspections.

Community Development also continues to work on neighborhood partnerships, including Slice of the Springs, and provides support for the Community Redevelopment Agency (CRA) and Economic Development Office. Additionally, Community Development maintains the Public Art Program and implements the annual Community Development Block Grant (CDBG) and State Housing Initiatives Partnership Program (SHIP) funds the City receives.

**Requested By:** Mayor Brook

**Presenting:** Julie Krolak

**Accepting:** Julie Krolak and staff

# Summary Sheet

Agenda Item: 5.

Meeting Date: October 6, 2022

**Subject:**

Proclamation, National Code Compliance Month 2022 (Julie Krolak)

**Requested Action:**

The City Commission proclaim the month of October 2022 as “National Code Compliance Month” in the City of Coral Springs.

**Placement:** Recognitions/Proclamations/Presentations

**Attachments:** [Summary Sheet](#)

**Background / Description:**

The Code Compliance Division provides for the safety, health, and welfare of the citizens in this community through the enforcement of codes and ordinances which also helps to preserve and enhance the aesthetics citywide.

The Division also supports development in the City by working with businesses and outside agencies to educate business owners on laws, regulations, and ordinances, and by processing Business Tax Receipt applications in a timely manner.

The American Association of Code Enforcement has declared the month of October be set aside by local governments to honor and recognize their Code Compliance Division.

**Requested By:** Mayor Brook

**Presenting:** Julie Krolak

**Accepting:** Julie Krolak and staff

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

Meeting: October 6, 2022  
Department: DS/Code Compliance  
Initiated By: Julie Krolak

DOC ID:999

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**SUBJECT:** Proclamation, National Code Compliance Month

**PLACEMENT:** Recognitions/Proclamations/Presentations

**REQUESTED ACTION:** The City Commission proclaim the month of October 2022 as "National Code Compliance Month" in the City of Coral Springs. (REQUEST TO PROCLAIM)

**PRESENTING:** Scott J. Brook, Mayor  
City of Coral Springs

**ACCEPTING:** Code Compliance Manager, George Soberon; Code Inspectors;  
Code Compliance Staff

**BACKGROUND:**

The Code Compliance Division provides for the safety, health, and welfare of the citizens in this community through the enforcement of codes and ordinances which also helps to preserve and enhance the aesthetics citywide.

The Division also supports development in the City by working with businesses and outside agencies to educate business owners on laws, regulations, and ordinances, and by processing Business Tax Receipt applications in a timely manner.

The American Association of Code Enforcement has declared the month of October be set aside by local governments to honor and recognize their Code Compliance Division.

**ATTACHMENT:**  
#1 - Proclamation



## Summary Sheet

Agenda Item: 6.

Meeting Date: October 6, 2022

**Subject:** Proclaiming November 8, 2022 as General Election

**Requested Action:** Request that the Mayor proclaim Tuesday, November 8, 2022 as the Coral Springs General Election. Polls will be open 7:00 AM to 7:00 PM. (REQUEST TO PROCLAIM)

**Funding Source:** Not Applicable

**Placement:** Public Hearings/Special Meeting Announcements

**Background / Description:** Section 6-1 of the Municipal Code requires all municipal elections to be proclaimed by the Mayor at least 30 days prior to the election. This year the Coral Springs General Election will be Tuesday, November 8, 2022.

The election will fill Seat 2. Seat 1 and Seat 4 were unopposed.

Polls will be open 7:00 AM to 7:00 PM.

**Presenting:** Mayor Scott Brook

## Summary Sheet

Agenda Item: 7.

Meeting Date: October 6, 2022

**Subject:** Special Exception, Downtown Coral Springs (Julie Krolak)

**Requested Action:** Request to hold quasi-judicial hearing and public hearing to approve petition of Greenspoon Marder, LLP for a Special Exception from Land Development Code Sections 2501056 (Block Length And Perimeter) and 2501059 (DT-MU Building Type Table) relative to block length, lot requirements, setbacks, and building frontage for the construction of a mixed-use development consisting of a maximum of 377 residential units and approximately 11,525 square feet of commercial in the Downtown Mixed-Use (DT-MU) Zoning District, located at the northeast corner of West Sample Road and University Drive, legally described as a Portion of Parcel A, Coral Springs Village Green; authorize the City Attorney's Office to draft an order approving SE22-0003 and adopt said order. Funding Source: Not applicable. Strategic Goal: A Thriving, Resilient Business Community (REQUEST TO QUASI-JUDICIAL HEARING AND PUBLIC HEARING, APPROVE, AUTHORIZE, ADOPT) (SE22-0003)

**Funding Source:** Not Applicable

**Placement:** Public Hearings/Special Meeting Announcements

**Attachments:** [Summary Sheet](#)

[#1 - Petition](#)

[#2 - Site Map](#)

[#3 - Location Map](#)

[#4 - Proposed Site Plan & Renderings](#)

[#5 -Traffic Review Memorandum](#)

[#6 Letter of Support for NE Downtown Corner](#)

**Presenting:** Julie Krolak

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

Meeting: October 6, 2022  
Department: Development Services/  
Community Development  
Initiated By: Julie Krolak  
DOC ID: 996

**SUBJECT:** Special Exception, (SE22-0003), Downtown Coral Springs

**PLACEMENT:** Public Hearing

**REQUESTED ACTION:** Request to hold quasi-judicial hearing and public hearing to approve petition of Greenspoon Marder, LLP for a Special Exception from Land Development Code Sections 2501056 (Block Length And Perimeter) and 2501059 (DT-MU Building Type Table) relative to block length, lot requirements, setbacks, and building frontage for the construction of a mixed-use development consisting of a maximum of 377 residential units and approximately 11,525 square feet of commercial in the Downtown Mixed-Use (DT-MU) Zoning District, located at the northeast corner of W Sample Road and University Drive, legally described as a Portion of Parcel A, Coral Springs Village Green, authorize the City Attorney's Office to draft an order approving SE22-0003 and adopt said order. Funding Source: Not applicable. (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, ADOPT) (SE22-0003) Strategic Goal: A Thriving, Resilient Business Community

**LOCATION:** NE corner of W Sample Road and University Drive (See Location Map)

**PRIOR ACTION:**

09/19/2022 Planning and Zoning Board unanimously (5-0) voted to forward a favorable recommendation subject to conditions for SE22-0003 to the October 6, 2022 City Commission meeting.

01/17/2018 City Commission adopted Ordinances 2017-115 and 2017-116, creating the Downtown Mixed-Use (DT-MU) Zoning District and rezoning 88 acres to DT-MU Core.

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

- 1) **HOLD A QUASI-JUDICIAL HEARING AND PUBLIC HEARING AND APPROVE SE22-0003 FOR A SPECIAL EXCEPTION FROM SECTIONS 2501056 (BLOCK LENGTH AND PERIMETER) AND 2501059 (DT-MU BUILDING TYPE TABLE) OF THE LAND DEVELOPMENT CODE WITH THE FOLLOWING CONDITIONS:**
  - A. **PETITIONER SHALL ENTER INTO A RIGHT-OF-WAY AGREEMENT FOR PAVERS AND OTHER RIGHTS-OF-WAY IMPROVEMENTS WITHIN CITY RIGHTS-OF-WAY PRIOR TO CERTIFICATE OF OCCUPANCY;**
  - B. **ANY REQUIRED RIGHTS-OF-WAY IMPROVEMENTS, REQUIRED BY THE DRI AND TRAFFIC STUDY, SHALL BE PERMITTED PRIOR TO VERTICAL PERMIT FOR THE PROJECT, AND RECEIVE CERTIFICATES OF COMPLETION PRIOR TO TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY (C/O) FOR THE BUILDING;**
  - C. **MASTER SIGNAGE PROGRAM SHALL BE ADOPTED TO ADDRESS SIGNAGE THROUGHOUT THE ENTIRE DEVELOPMENT;**

**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**

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- D. PETITIONER SHALL ENTER INTO AN AGREEMENT WITH THE CITY TO MONITOR THE LONG-TERM MAINTENANCE OF LANDSCAPING WITHIN THE RIGHTS-OF-WAY AND SUBMIT A CASH BOND IN THE AMOUNT OF 50% OF THE FAIR MARKET VALUE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY (C/O);
  - E. INSTALL LARGER TREES ON SITE (14'-16') TO COINCIDE WITH EXISTING DEVELOPMENTS NEARBY;
  - F. PROJECT SHALL BE SUBSTANTIALLY DEVELOPED ACCORDING TO THE ATTACHED SITE PLAN WITH THE CONDITIONS DESCRIBED IN THIS MEMORANDUM;
  - G. UPON SUBSTANTIAL COMPLETION, THE SPECIAL EXCEPTION SHALL RUN WITH THE LAND AND MAY BE TRANSFERRABLE FROM ONE OWNER TO ANOTHER; AND
- 2) AUTHORIZE THE CITY ATTORNEY'S OFFICE TO DRAFT AN ORDER APPROVING SE22-0002 AND ADOPT SAID ORDER.

**343** Property Owners Notified (within 400')

**ATTACHMENTS**

- #1 – Petition (SE22-0003) with Backup
- #2 – Site Map
- #3 – Aerial Map
- #4 – Proposed Site Plan & Renderings
- #5 – Letter from City's Traffic Consultant, Traf Tech Engineering, Inc.
- #6 – Letter from City of Coral Springs Economic Development Office

**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**

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**SUBJECT: PETITION OF GREENSPOON MARDER, LLP FOR A SPECIAL EXCEPTION FROM LAND DEVELOPMENT CODE SECTIONS 2501056 (BLOCK LENGTH AND PERIMETER) AND 2501059 (DT-MU BUILDING TYPE TABLE) RELATIVE TO BLOCK LENGTH, LOT REQUIREMENTS, SETBACKS, AND BUILDING FRONTAGE FOR THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT CONSISTING OF A MAXIMUM OF 377 RESIDENTIAL UNITS AND APPROXIMATELY 11,525 SQUARE FEET OF COMMERCIAL IN THE DOWNTOWN MIXED-USE (DT-MU) ZONING DISTRICT, LOCATED AT THE NORTHEAST CORNER OF W SAMPLE ROAD AND UNIVERSITY DRIVE, LEGALLY DESCRIBED AS A PORTION OF PARCEL A, CORAL SPRINGS VILLAGE GREEN.**

**GENERAL INFORMATION:**

PETITIONER: Greenspoon Marder, LLP, on behalf of the owner, Publix Super Markets, Inc.

LOCATION: NE corner of W Sample Road and University Drive

LEGAL DESCRIPTION: A Portion of Parcel A, Coral Springs Village Green

ACREAGE: 4.210 acres

LAND USE: Local Activity Center (LAC)

ZONING: Downtown Mixed-Use (DT-MU)

**ADJACENT ZONING/LAND USES:**

North: Coral Springs Village Green (Starbucks and Holy Cross), zoned Downtown Mixed-Use (DT-MU)

South: Sample Road (106' right-of-way), then commercial/office building known as One Charter, zoned Downtown Mixed-Use (DT-MU)

East: Brokenwoods Drive (80' right-of-way), then multi-family residences, zoned High Density Multiple-family (RM-30)

West: University Drive (120' right-of-way), then Village Square commercial plaza, zoned Downtown Mixed-Use (DT-MU)

**DESCRIPTION/BACKGROUND**

Greenspoon Marder, LLP, on behalf of the owner, Publix Super Markets, Inc, ("Petitioner") is requesting a Special Exception for the construction of a mixed-use development at the northeast corner of University Drive and W Sample Road. The project encompasses approximately 11,525 square feet of retail and 377 residential apartments.

The existing site is approximately 4.21 acres in area and is currently vacant. Prior to its demolition in 2007, the property was the former site of Coral Springs' first grocery store, Publix Supermarket.

**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**

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Due to the severity of the storm damage caused by Hurricane Wilma, the building was demolished and has since remained vacant.

Throughout the course of the development review process, the Petitioner has worked with Staff on several aspects of the site plan, including a Broward County Trafficways Amendment to reduce the amount of required land dedication for future right-of-way along University Drive and W Sample Road. The Petitioner has submitted a Trafficways Waiver Application with the Broward County Planning Council to dedicate 37 feet of right-of-way (ROW) on W Sample Road (90-foot total ROW width on the project's side of the centerline where 100 feet is required), and 25 feet of ROW on University Drive (78-foot total ROW width on the project's side of the centerline where 100 feet is required). As a result of the dedication, the site will ultimately encompass approximately 3.6 acres when developed.

Should the project receive all necessary approvals, the Petitioner expects construction to commence by Summer 2023.

**SPECIAL EXCEPTION ANALYSIS**

As the site will be approximately 3.6 acres if right-of-way dedications are approved by the Broward Planning Council, the proposed development will include one structure providing the following uses:

- Residential Component: 377 residential rental units (with amenities)
- Nonresidential Component: 11,525 square feet of commercial retail space

A parking garage integrated into the building design, along with surface parking, are proposed to accommodate the associated uses, as shown in the Petitioner's site plan on the following page. The retail spaces along University Drive will face towards the street, whilst several residential units will front W Sample Road and Brokenwoods Drive, creating a defined sense of place within the project that will invite residents and patrons to gather.

Due to the size and scale of the project, as well as the site constraints, several Special Exceptions are requested in order to accommodate the proposed development. The following is an analysis of the project as it relates to sections of the Land Development Code (LDC) requiring exceptions.

**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**



**Section 2501056 (Block Length and Perimeter)**

This section outlines minimums and maximums for block lengths and perimeters. These standards were established within the Downtown Mixed-Use District to create a more walkable, pedestrian-friendly atmosphere.

Table A

Subdistrict	Block Length (ft.)		Block Perimeter (ft.)	
	Min.	Max.	Min.	Max.
Core	300'	500'	1,200'	1,600'
General	400'	600'	1,600'	2,000'
Edge	500'	750'	—	2,400'

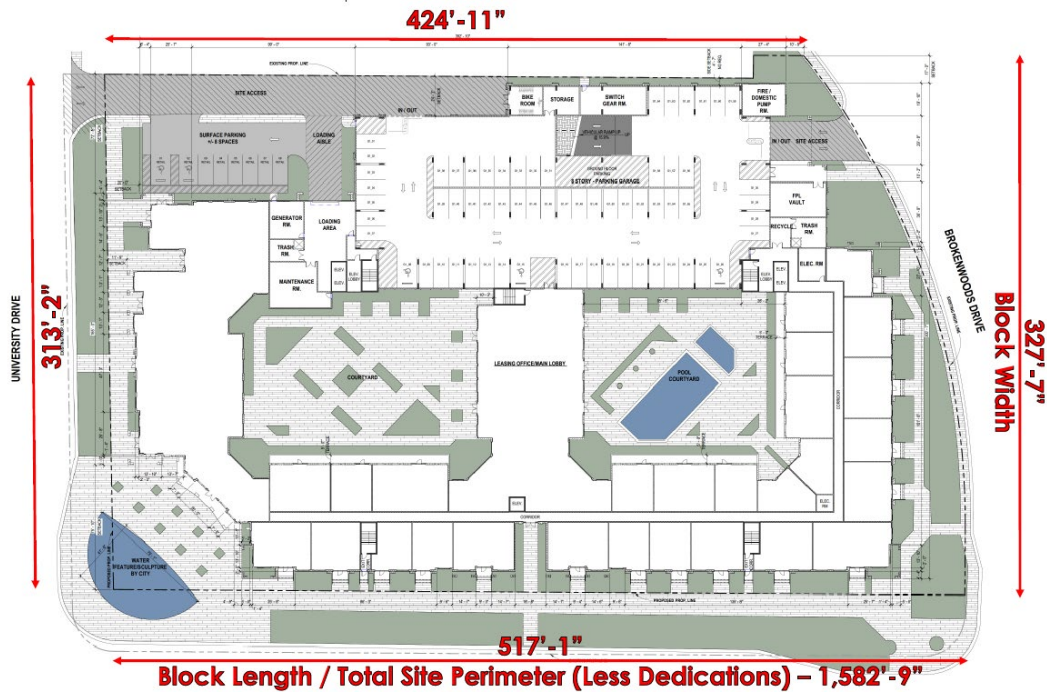
In the Core subdistrict of DT-MU, in which the proposed Project is located, the maximum block length permitted is 500 feet, while the maximum perimeter is 1,600 feet (Table A). The development will exceed the maximum block length along W Sample Road at a length of approximately 517 feet. However, the project complies with the maximum perimeter requirement



**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**

based on the total of approximately 1,582 feet, as shown in the image provided by the Petitioner below. As a result of existing lot characteristics and the requirement by the Broward County Trafficways Plan to construct a right turn lane on University Drive at W Sample Road, constraints exist which limit the Petitioner’s ability to create blocks within the lot that adhere to Code requirements.



Although the project exceeds the maximum block length, the Petitioner has worked to incorporate additional pedestrian features along the streets to encourage pedestrian activity. These features include the dedicated space at the corner for Public Art, entrance features, benches, and shade trees. Integrating such elements enhance the pedestrian experience, thereby meeting the intent of the Land Development Code. Furthermore, the Petitioner is proposing entrance corridors along W Sample Road and University Drive which helps to break up the block length overall appearance.

Section 2501059 (DT-MU Building Type Table)

The Petitioner is proposing to construct a mid-rise building. As such, the structure is required to adhere to the Downtown Mixed Use ‘Mid-Rise’ building type requirements, as shown in Table B on the following page. Pursuant to Section 2501059, “*this building type is a medium to large sized structure, 4 – 8 stories tall, built on a large lot that typically incorporates structured parking. It can be used to provide a vertical mix of uses with ground-floor retail, or service uses and upper-floor service, or residential uses; or may be a single-use building, typically service or residential. This type is a primary component of an urban downtown providing high-density buildings.*”



**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft.)	120	300
B - Lot Depth (ft.)	—	500
C - Lot Size (sf.)	—	150,000
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft.)	Refer to specific street type for setback:	
Sample Road	5	30
University Drive	10	20
Secondary Roads	5	15
F - Side Setback (ft.)	0	—
G - Rear Setback (ft.)	10	—
H - Frontage Buildout (%)	Regulating Plan	

Lot Requirements: The Building Type Table, shown to the left, permits a maximum width of 300 linear feet, depth of 500 feet, and lot size of 150,000 square feet. As a result of the proposed right-of-way dedication, the site will exceed the 300-foot maximum lot width along Brokenwoods Drive and University Drive with lot widths of approximately 327 feet and 313 feet, respectively. The lot depth, as measured along the lot line abutting W Sample Road, is expected to exceed the maximum 500-foot requirement with a total depth of approximately 517 feet following the dedication of right-of-way. Further, the lot

size is 155,800 square feet, which exceeds the 150,000 square foot maximum lot size requirement.

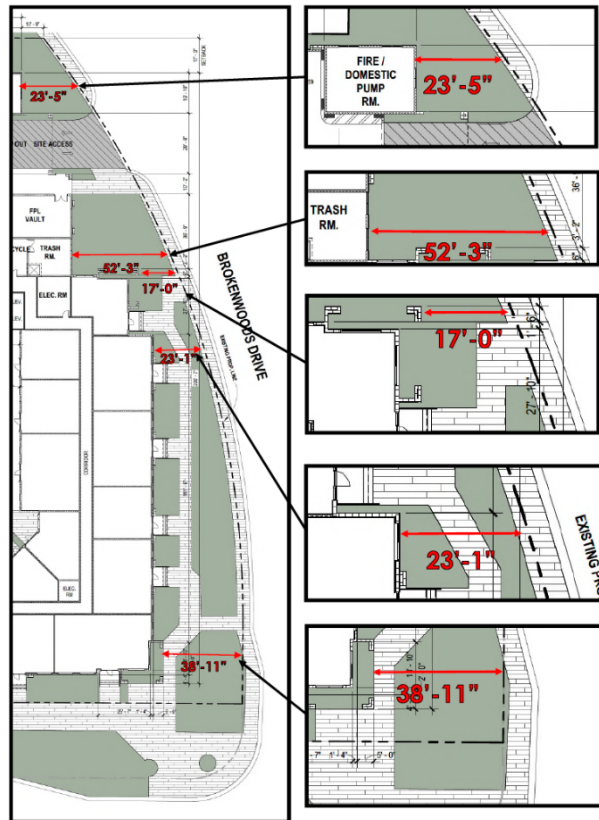
The request for Special Exceptions from lot requirements is appropriate due to the existing characteristics of the site and physical limitations as a result of dedications.

Street Setbacks: Since Brokenwoods Drive is a secondary road, the Mid-Rise Building Type Table requires street setbacks at a minimum distance of five feet and a maximum of 15 feet. The proposed development exceeds the maximum setback required at a range of approximately 17 feet to 52 feet. The Petitioner asserts that the setbacks deviate due to efforts to achieve articulation in the design of the building, while accommodating the existing 17 feet-wide FPL easement and degree of curvature along Brokenwoods Drive.

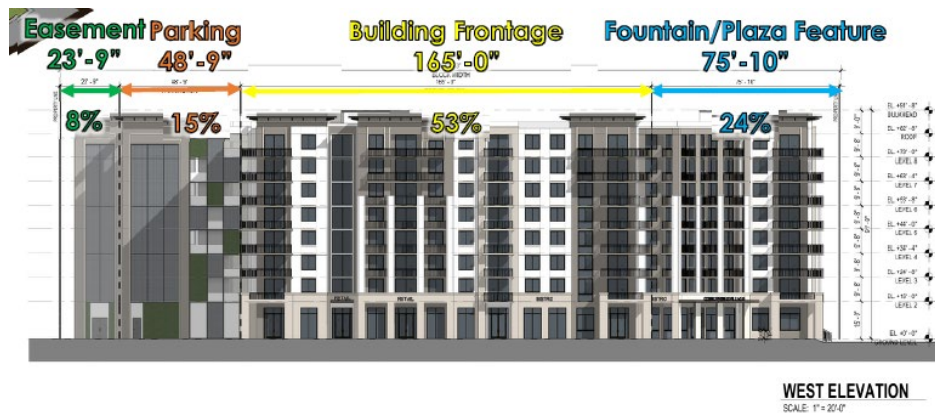
The configuration of the project along Brokenwoods Drive includes access from the garage on the northeast corner of the property with residential units connected by pedestrian sidewalk. The maximum proposed setback distance is located immediately north of the residential units from the proposed location of the trash room and FPL vault room. In order to mitigate the impact of the setback request, the Petitioner is proposing additional landscaping and a dog park on the southeastern corner along Brokenwoods Drive, which will also encourage pedestrian activity along this portion of the project. Additionally, the Petitioner will be incorporating lighting to match the downtown.

**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**



**Building Frontage:** The Downtown Regulating Plan requires building frontage to be 75 percent along W Sample Road and University Drive. While the Petitioner demonstrates 77 percent frontage along Sample Road, as shown in the image below, the building frontage along University Drive does not comply at the proposed 53 percent (165 feet).

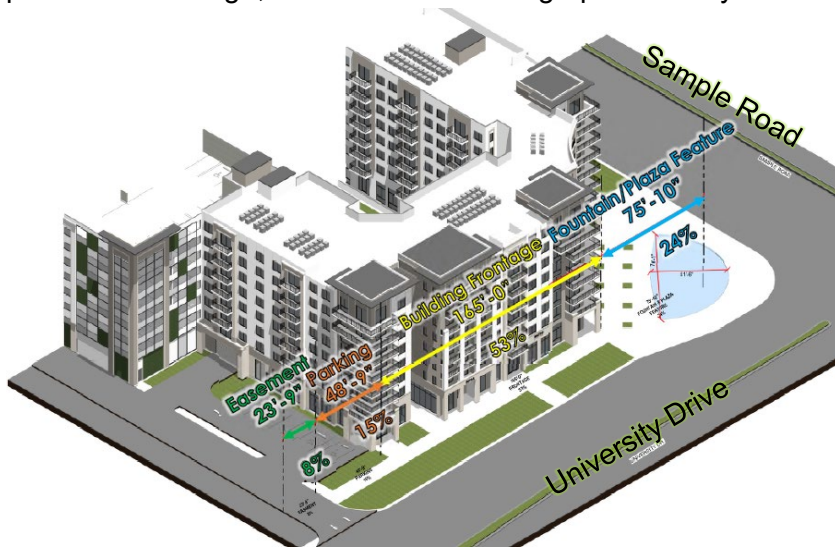


Since the lot width is approximately 313 feet, the project would need to provide approximately 234 feet of building frontage along University Drive to demonstrate compliance with this

**City of Coral Springs  
City Commission Meeting Agenda Item  
Summary Sheet  
Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**

requirement. As the project is currently proposed, the ability to comply with the frontage requirement is limited based on the existing access easement and the construction of the corner Public Art feature. The existing access easement is approximately 23 feet and is proposed as access to the site's parking (garage and surface) and loading area. The proposed corner Public Art feature is roughly 79 feet wide and 46 feet in length; comprising of approximately 48 feet of the lot frontage along University Drive. While approximately eight percent of the lot frontage accounts for the accessway, the corner Public Art feature and outdoor plaza comprises 24 percent of frontage, as shown in the image provided by the Petitioner below.



It is important to note the corner Public Art feature has been incorporated into each of the recent development projects of the quadrants along University Drive and Sample Road and is integral in achieving the desired cohesiveness within the Corner Downtown Mixed-Use projects.

Furthermore, although the Public Art feature results in a reduced ability in achieving compliance with the building

frontage requirement, its installation will meet the intent of the Land Development Code by providing pedestrian activity, which further activates the street. The Petitioner will continue to work with Staff to ensure the vision for the DT-MU District is met.

**CRITERIA FOR A SPECIAL EXCEPTION**

A Special Exception is relief granted by the City Commission whenever the Commission determines literal enforcement of any section of the Land Development Code has one of the two following effects:

1. Produces a result, which is not only a burdensome hardship, but is inconsistent with the general public welfare; or,
2. Produces a result, which is not only inconsistent with municipal intent in the adoption of any particular section of the Land Development Code, inclusive of the Comprehensive Plan, but also inconsistent with the general public welfare.

The Petitioner is seeking relief under the first criterion. While development of this site requires Special Exceptions related to the design and site layout, the intent of the Code is being met. The site constraints are largely due to the required dedications along University Drive and W Sample

**City of Coral Springs**  
**City Commission Meeting Agenda Item**  
**Summary Sheet**  
**Meeting: October 6, 2022**

**Subject: Downtown Coral Springs – Special Exception (SE22-0003)**

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Road. The Petitioner is providing appropriate building setbacks, landscape buffers, and screening for the proposed development. This project will not only serve to further bolster for other development within the downtown, but it will also promote the City's economic development and strategic plan goals. Additionally, the new commercial development will encourage job creation and will provide a much-needed boost to the surrounding downtown properties and neighborhoods.

**CONCLUSION**

Based on the above analysis and plans provided by the Petitioner, Staff finds the Special Exception petition meets the criteria as required by the Land Development Code. Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission relative to SE22-0003 for public hearing at its October 6, 2022 meeting with the conditions identified on page 1 of this memorandum.

**INTERVENING ACTION FROM THE SEPTEMBER 19, 2022 PLANNING & ZONING BOARD MEETING**

The Planning and Zoning Board unanimously (5-0) voted to forward a favorable recommendation subject to conditions for SE22-0003 to the October 6, 2022 City Commission meeting.



### SPECIAL EXCEPTION (SE) PETITION

To: PLANNING AND ZONING BOARD AND/OR CORAL SPRINGS CITY COMMISSION  
A SPECIAL EXCEPTION FROM THE CORAL SPRINGS LAND DEVELOPMENT CODE IS  
HEREBY REQUESTED

Please print or type the following information:

GREENSPOON MARDER LLP (954) 527-2485  
 Petitioner's Name Phone  
 200 E. BROWARD BLVD, SUITE 1800, FORT LAUDERDALE, FL, 33301  
 Address JULIAN.BOBILEV@GMLAW.COM  
 Email Address PLEASE SEE ATTACHED  
 Legal Description of Subject Property AUTHORIZED AGENT  
 Petitioner's Relation to Subject Property

According to Section 101 of the Coral Springs Land Development Code, a SPECIAL EXCEPTION is relief that may be granted when a literal enforcement of a particular code section would have one of the following results:

(Check the statement which applies and provide the requested information in the space provided)

- Produces a result which is not only a burdensome hardship, but also is inconsistent with the general public welfare
  1. State in detail on separate page how this code section produces a result which is a burdensome hardship.
  2. State in detail on separate page how this code section is inconsistent with the general public welfare.
- Produces a result which is not only inconsistent with the Municipal intent in the adoption of any particular section of the Municipal Code, inclusive of the Comprehensive Plan, but also inconsistent with the general public welfare.
  1. State in detail on separate page how this code section produces a result which is inconsistent with Municipal intent underlying any particular section of the municipal code.
  2. State in detail on separate page how this code section is inconsistent with the general public welfare.

What is the Code provision(s) from which you seek relief?  
 SEC. 2501056 (BLOCK LENGTH PERIMETER), SEC. 2501059 (DT-MU MIDRISE :  
 LOT REQUIREMENTS; STREET SETBACK; FRONTAGE BUILDOUT)

Application is not complete and will not be scheduled for processing until the following are provided:

- Site and location maps of the subject property, containing digital pdf copies of all documents.
- Two (2) sets of site plans of subject property for actual submission to Planning & Zoning Board.
- Proof of ownership of the property (attorney's opinion of title or title certificate dated within 30 days of submission).



City of Coral Springs  
Special Exception (SE) Petition

- Property owner approval of the petition.
- Proof of non-profit status (if applicable).

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

William W Rayburn, IV as VP Real Estate Assets  
Signature of Property Owner

*Public Super markets, Inc*

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

As Owner, I authorize GREENSPOON MARDER LLP to act as my agent in this matter.

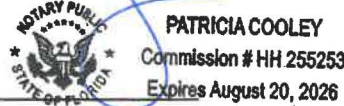
Print Name, Address & Phone Number of Representative, if applicable:

JULIAN BOBILEV, MFP, FOR GREENSPOON MARDER LLP; (954) 527-2485

200 E. BROWARD BLVD, SUITE 1800, FORT LAUDERDALE, FL, 33301

Sworn to and subscribed before me, by means of  Physical Presence or  Online Notarization this 10<sup>th</sup> day of August, 2022.

*Patricia Cooley*  
Notary Public:



My Commission Expires: \_\_\_\_\_

- PERSONALLY KNOWN
- PRODUCED IDENTIFICATION
- TYPE OF ID: \_\_\_\_\_
- DID TAKE AN OATH
- DID NOT TAKE AN OATH

TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT DIVISION

Smith ACCEPTED BY      SE 22-0003 PETITION #      8/19/2022 DATE

**FEE: \$2,214.16, Plus recordation fee, property owner notification and legal advertising costs to be determined by City Clerk (954) 344-1065.**

August 18, 2022

**VIA FEDEX TRACKING NO.: 7777 0143 0180**

Elizabeth Chang  
City of Coral Springs  
Development Department  
9500 Sample Road  
Coral Springs, FL 33065

Re: Key International, Inc-Permitting with City of Coral Springs-Key  
International Special Exception (SE) Petition  
Our File No.: 61501.0002

Dear Elizabeth Chang,

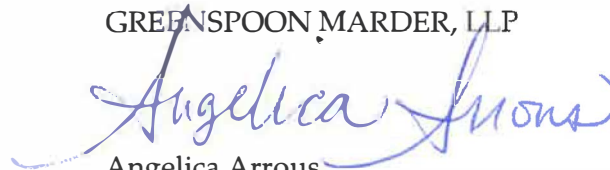
Enclosed, are the following documents related to the Special Exception Petition for Key International, Inc.:

1. One (1) Special Exception (SE) Petition executed by the property owner; and
2. Check number 10451 in the amount of \$2,214.16 which represent the fee associated with the petition.

Should you have any questions or require any additional information, feel free to contact our office.

Sincerely,

GREENSPOON MARDER, LLP



Angelica Arrous  
Paralegal

aa  
Enclosures

September 20, 2022

**Petition for Special Exceptions**  
**Downtown Coral Springs Apartments**

Key International (“Applicant”) is proposing to develop the property located at the northeast corner of North University Drive and Sample Road which is identified by folio number 484115032123 (“Property”) in the City of Coral Springs (“City”). The Property consists of approximately 4.21 acres<sup>1</sup> and is currently vacant. The proposed project is a mixed-use building with 377 units and approximately 11,525 square feet of retail.

Pursuant to Article I, Section 101(a) of the Land Development Code (“LDC”), the City may grant a special exception request when the City Commission finds that the literal enforcement of the Code has one of the two following effects:

- (1) *Produces a result which is not only a burdensome hardship, but also inconsistent with the general public welfare.*
- (2) *Produces a result which is not only inconsistent with municipal intent in the adoption of any particular section of the land development code, inclusive of the comprehensive plan, but also inconsistent with the general public welfare.*

The Applicant seeks relief from two Sections of the Code, in accordance with Article I, Section 101(a), in permitting the following Special Exceptions. Items which are non-compliant are **in red**.

Code Section	Code Requirement	Proposed Project
Sec. 2501056, Block length and perimeter	Block length min. 300’, max. 500’ Block perimeter min. 1200’, max. 1600’	<u>Block length:</u> West – 313’2” East – 327’7” South – <b>517’1”</b> North – 424’11” <u>Block perimeter:</u> 1,582’9”
Sec. 2501059, DT-MU building type table, Lot requirements	(A) Max Lot Width (ft): 300 (B) Max Lot Depth (ft): 500 (C) Max Lot Size (sf): 150,000	<u>Lot Width:</u> <b>313’2”</b> (University Dr.); <b>327’7”</b> (Brokenwoods Dr.) <u>Lot Depth:</u> <b>517’1”</b> (Sample Rd) 424’11” (north property line) <u>Lot Size:</u> <b>155,800 sf</b>

<sup>1</sup> This acreage includes the right-of-way dedications which will ultimately be subtracted from the lot area.



Sec. 2501059, DT-MU building type table, Street setback	Mid-Rise Street Setbacks for Secondary Roads : min. 5', max. 15'	Building setback along Brokenwoods Drive ranging from 17' to 52'3"
Sec. 2501059, DT-MU building type table, Frontage buildout	Required building frontage along University Drive and Sample Road: 75%	University Drive: 53% (165' frontage, 313'2" lot length) Sample Road: 77% (400'2" frontage, 517'1" lot length)

### 1. Block length and Perimeter

The DT-MU code includes dimensional maximums and minimums for both blocks and lots. The maximums for blocks are greater (500 feet on all sides) than the ones for lots (500 feet for lot depth but only 300 feet for lot width, plus a 150,000-square-foot maximum lot size). In this instance, the project site is both the block and the lot because it surrounded by right-of-ways on three sides. Consequently, it meets all of the block dimensional standards except for one, but does not meet the lot width, depth, and lot size standards as outlined in the table above. All measurements noted in the table are exclusive of the right-of-way dedications being granted along Sample Road and North University Drive. Please see *Exhibit A: Site Dimensions*.

The project site exceeds the maximum block length and lot depth on the south side along Sample Road by 17 feet 1 inches (517 feet 1 inch where a maximum of 500 feet is allowed). It meets the maximum block length and lot depth on the north site boundary. The project site meets the maximum block lengths along University Drive and Brokenwoods Drive, but exceeds the maximum lot widths along these roads (313 feet 2 inches and 327 feet 7 inches, respectively, where 300 feet is permitted). The project site also exceeds the maximum lot size: 155,800 square feet where 150,000 square feet is permitted.

These deviations from the maximums permitted by the Code are relatively minor; in fact, it is not possible to create a block that would meet the block maximums while also meeting the block minimum. In order to create two blocks that are both at least 300 feet long, the lot must be at least 600 feet long plus 10-12 feet for an alley or mid-block paseo. Splitting a 517-foot 1-inch lot into two would create two blocks of approximately 250 feet in length; this would be a greater deviation from the minimum block length than the requested deviation from the maximum block length. This would be inconsistent with the general public welfare.

Furthermore, the maximum *lot width* of 300 feet is the same as the minimum *block length* of 300 feet; the block frontages along University Drive and Brokenwoods Drive literally could not comply with both requirements unless those frontages were exactly 300 feet.

In addition, the project site is abutted by parcels owned by different property owners to the north. In order to create a north-south alley or paseo and reduce the block length, a second west-east connection would need to be created; otherwise, the alley/paseo would dead-end at the north property line and would be of no benefit to the public. Creating two paseos/alleys would significantly reduce the buildable area of the project site and would be a burdensome hardship to the Applicant.

Lastly, this section of Sample Road is already programmed for a new right turn lane which spans almost the entirety of the project site's south block frontage. A vehicular egress would likely not be permitted by FDOT as it would conflict with the vehicle queue in the turn lane storage. Such an egress would result in unsafe traffic patterns and would be inconsistent with the general public welfare.

This Special Exception meets criterion (1) outlined above.

## **2. Lot Dimensions – Lot Width, Lot Depth, and Lot Size**

Consistent with the above block length and perimeter deviations, the project site exceeds the maximum lot depth on the south side along Sample Road by 17 feet 1 inches (517 feet 1 inch where a maximum of 500 feet is allowed). It meets the maximum lot depth on the north site boundary. The project site meets the maximum block lengths along University Drive and Brokenwoods Drive, but exceeds the maximum lot widths along these roads (313 feet 2 inches and 327 feet 7 inches, respectively, where 300 feet is permitted). The project site also exceeds the maximum lot size: 155,800 square feet where 150,000 square feet is permitted.

As mentioned above, these deviations from the maximums permitted by the Code are relatively minor; in fact, it is not possible to create a block that would meet the block maximums while also meeting the block minimum. In order to create two blocks that are both at least 300 feet long, the lot must be at least 600 feet long plus 10-12 feet for an alley or mid-block paseo. Splitting a 517-foot 1-inch lot into two would create two blocks of approximately 250 feet in length; this would be a greater deviation from the minimum block length than the requested deviation from the maximum block length. This would be inconsistent with the general public welfare.

Furthermore, the maximum *lot width* of 300 feet is the same as the minimum *block length* of 300 feet; the block frontages along University Drive and Brokenwoods Drive literally could not comply with both requirements unless those frontages were exactly 300 feet.

In addition, the project site is abutted by parcels owned by different property owners to the north. In order to create a north-south alley or paseo and reduce the block length, a second west-east connection would need to be created; otherwise, the alley/paseo would dead-end at the north property line and would be of no benefit to the public. Creating two paseos/alleys would significantly reduce the buildable area of the project site and would be a burdensome hardship to the Applicant.

Lastly, this section of Sample Road is already programmed for a new right turn lane which spans almost the entirety of the project site's south block frontage. A vehicular egress would likely not be permitted by FDOT as it would conflict with the vehicle queue in the turn lane storage. Such an egress would result in unsafe traffic patterns and would be inconsistent with the general public welfare.

This Special Exception meets criterion (1) outlined above.

### 3. Secondary road street setback

The setback from the building along Brokenwoods Drive ranges from 17 feet to 52 feet 3 inches as shown in *Exhibit B, Setbacks*. This variation in setback is due to both building articulation as well as the curving shape of Brokenwoods Drive. The range of setbacks exceeds the 15-foot maximum permitted for a secondary road in the DT-MU.

An FPL easement encumbers the project site along its eastern property line adjacent to Brokenwoods Drive. The easement is 17 feet wide along the northern two thirds of said property line, making it infeasible to meet the 15-foot minimum setback as the easement has to remain clear of any structures.

In addition, due to the curvature of Brokenwoods Drive, the building would also have to be curved to maintain a consistent setback. It would not be feasible to conform to a 15-foot setback with the current proposed architectural language even with a curved façade. The 17-foot portion of the easement would also break that continuity. Due to the curvature of Brokenwoods Drive and the location of the FPL easement, designing the building to consistently meet the minimum setback would be a burdensome hardship to the Applicant.

As the intent of this Code requirement is to activate the street frontage and encourage pedestrian activity, the Applicant has chosen to provide additional landscaping and a dog park along Brokenwoods Drive. These amenities are shown in *Exhibit C* and would encourage pedestrian activity substantially more than if these amenities were removed to push the building to the 15-foot setback line. Accordingly, literal interpretation of this Code section would be inconsistent with the general public welfare.

This Special Exception meets criterion (1) outlined above.

### 4. Building frontage along University Drive

Per the Downtown Regulating Plan, both University Drive and Sample Road have a 75% building frontage requirement. The project complies along Sample Road (77% building frontage) but seeks a Special Exception along University Drive, where only 53% building frontage is provided. The block length on University Drive is 313'2" and the building frontage is 165', as shown in *Exhibit D*.

It is not feasible to provide a longer building along University Drive as the southern portion of this frontage, 75'10" or 24% of the block length, will host a water fountain or public art feature that is desired by the City. Additionally, the northernmost portion of the frontage, 23'9" or 8% of the block length, is encumbered by a cross-access easement shared with the property to the north (the Starbucks site). This easement is only vehicular point of egress on University Drive for both the project site and the Starbucks site.

The intent of this Code section is to ensure activation of the street frontage and provide pedestrian interest along the entire block. The water fountain or public art feature will complement the building frontage and provide greater pedestrian interest in combination with the building than the building would by itself. Eliminating the water fountain or public art feature would be inconsistent with the general public welfare.

Eliminating the cross-access easement and the corresponding driveway would remove the only means of egress on University Drive for both the project site and the Starbucks site to the north, which would be a burdensome hardship to both the Applicant and the adjoining property owner and would be inconsistent with the general public welfare.

This Special Exception meets criterion (1) outlined above.

Very truly yours,

GREENSPOON MARDER LLP



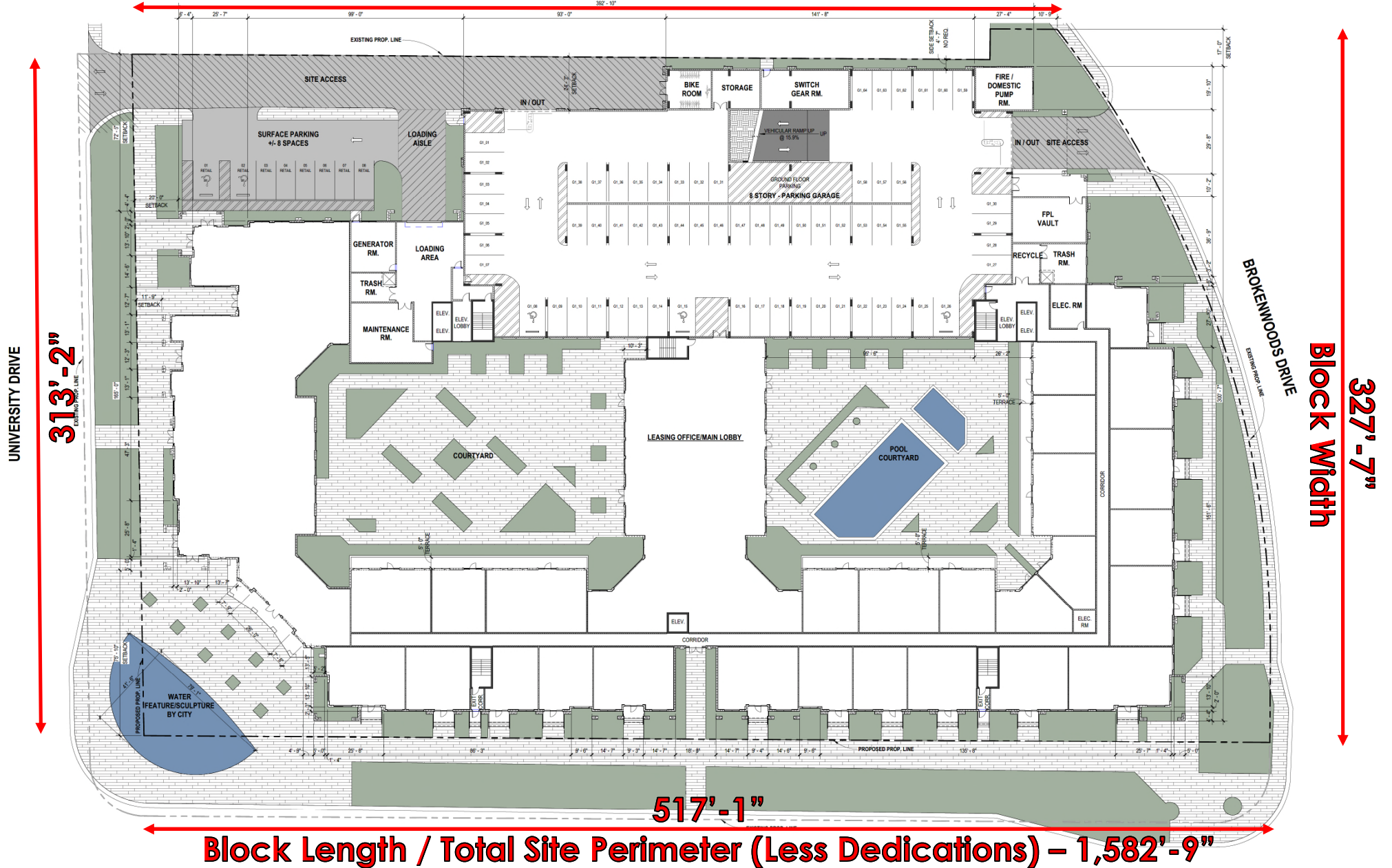
Julian Bobilev, AICP

Exhibits

- Exh. A, Site Dimensions
- Exh. B, Setbacks
- Exh. C, Illustrative Site Plan – Public Amenities
- Exh. D, Frontage

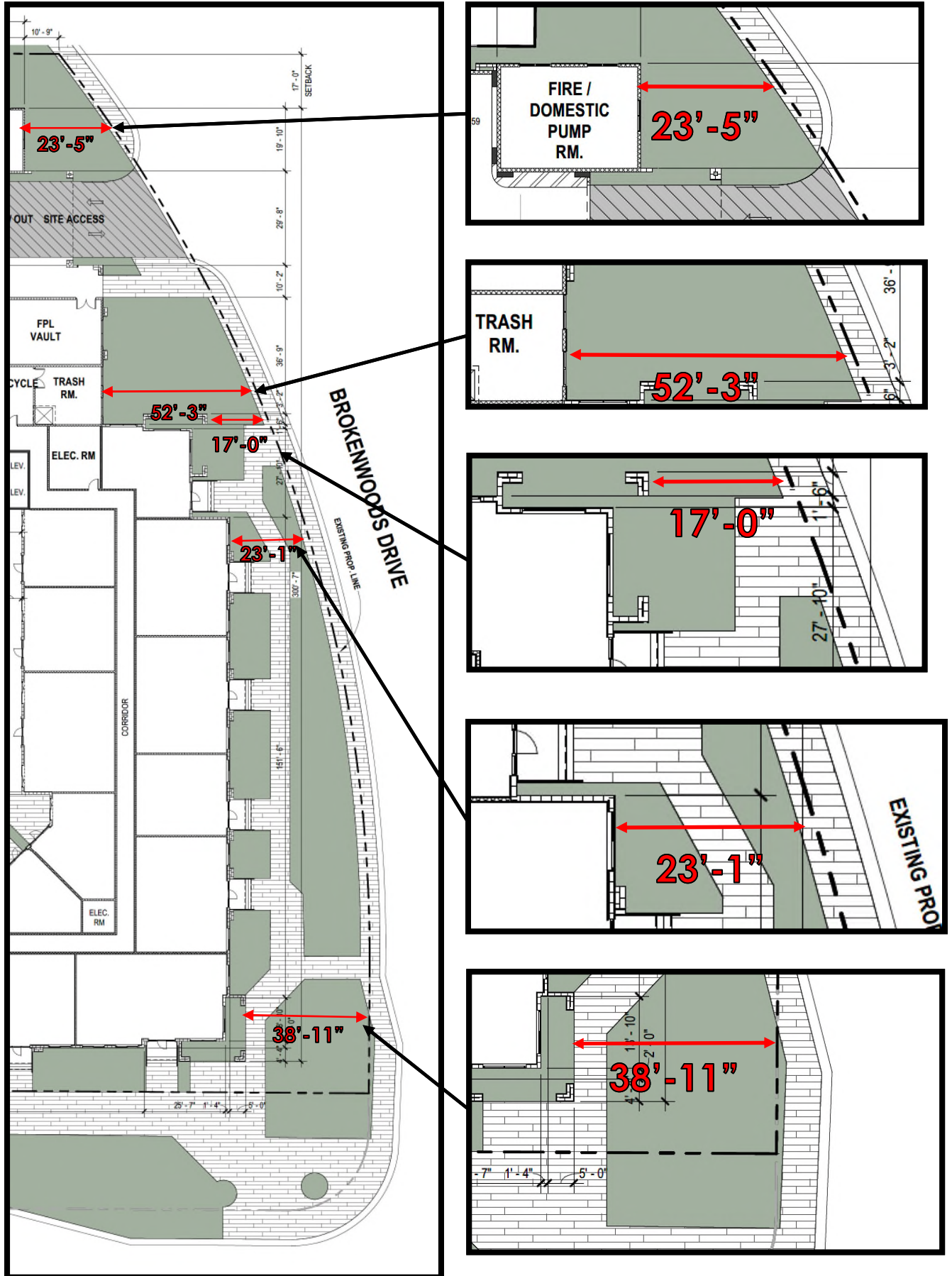
# Exhibit A Site Dimensions

**424'-11"**



**Block Length / Total Site Perimeter (Less Dedications) - 1,582'-9"**

Exhibit B Setbacks





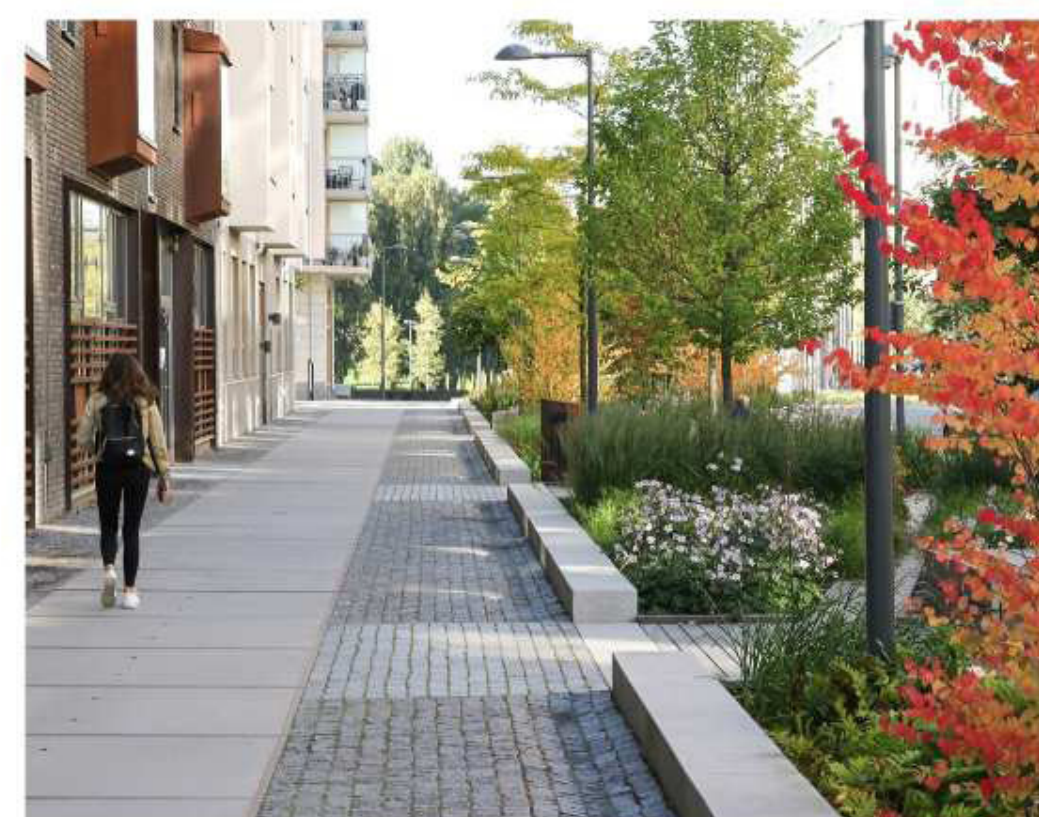
# EXHIBIT C ILLUSTRATIVE SITE PLAN



**W H**  
**P** WITKIN HULTS  
 + PARTNERS  
**LANDSCAPE ARCHITECTURE**  
 www.witkindesign.com  
 307 South 21 Avenue  
 Hollywood, Florida 33020  
 (954) 923-8681  
**CA**  
**CORWIL ARCHITECTS**  
 4210 LAGUNA ST. CORAL GABLES FL, 33146  
 QUALIFIER LIC. NO. AR0016003 T:305.448.7383



1 ACTIVE RETAIL SIDEWALK WITH A VARIETY OF SEATING



2 LANDSCAPE BUFFER BETWEEN STREET AND SIDEWALK



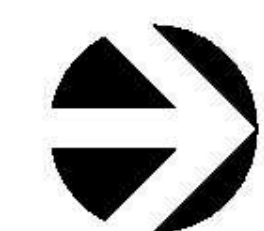
3 BISTRO TABLES AND CHAIRS



4 BIKE RACKS AND TRASH BINS

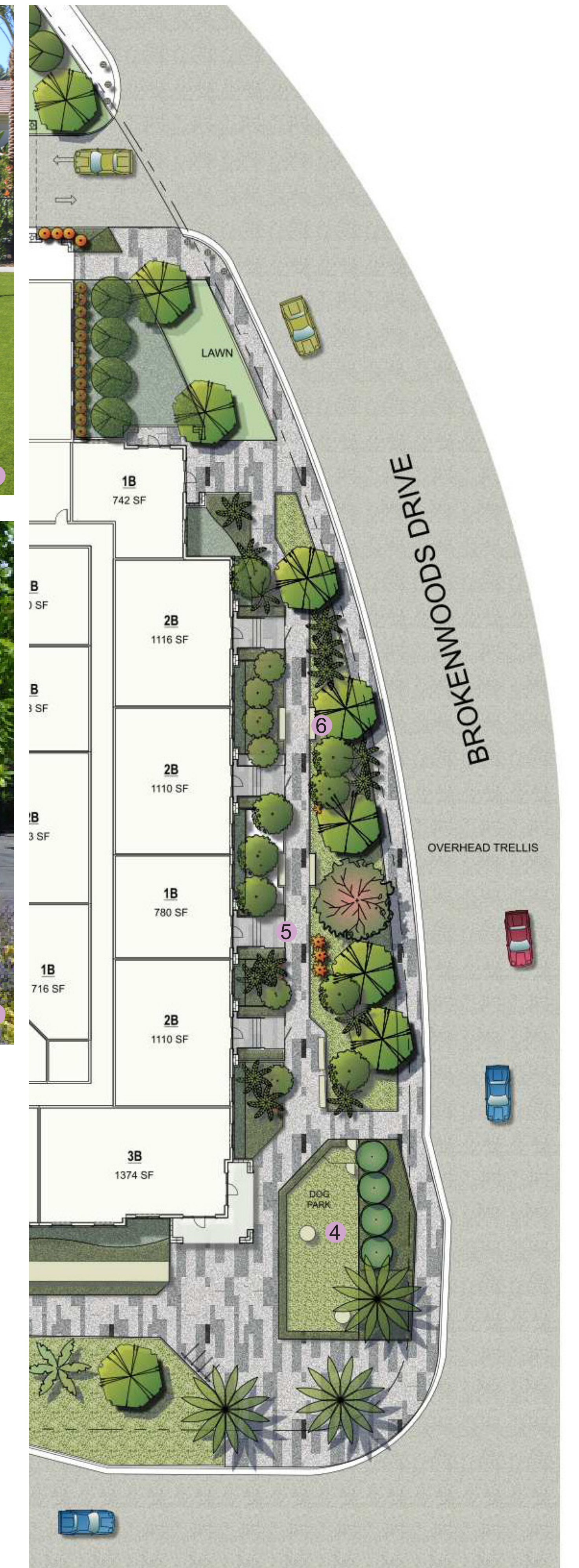
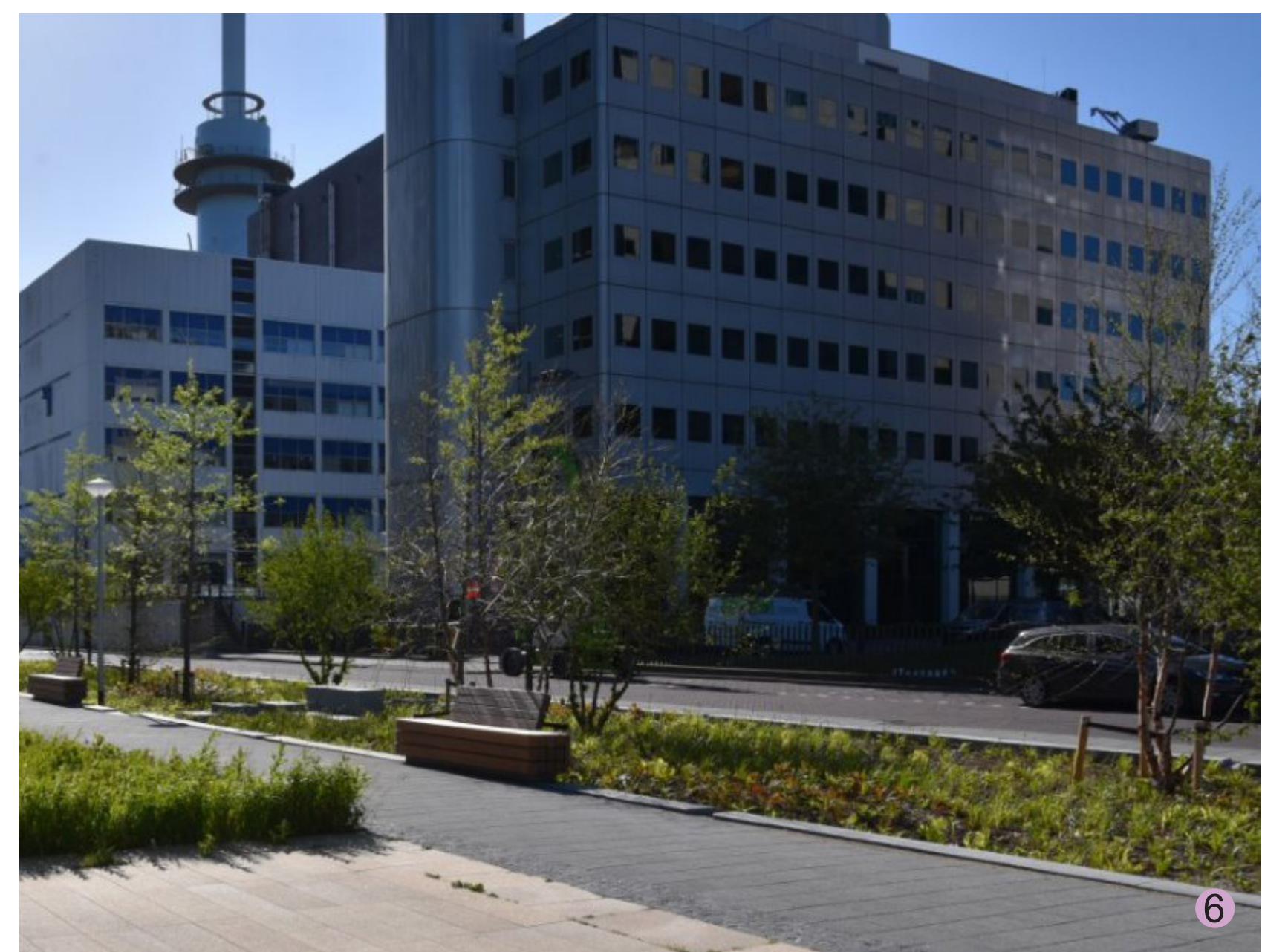
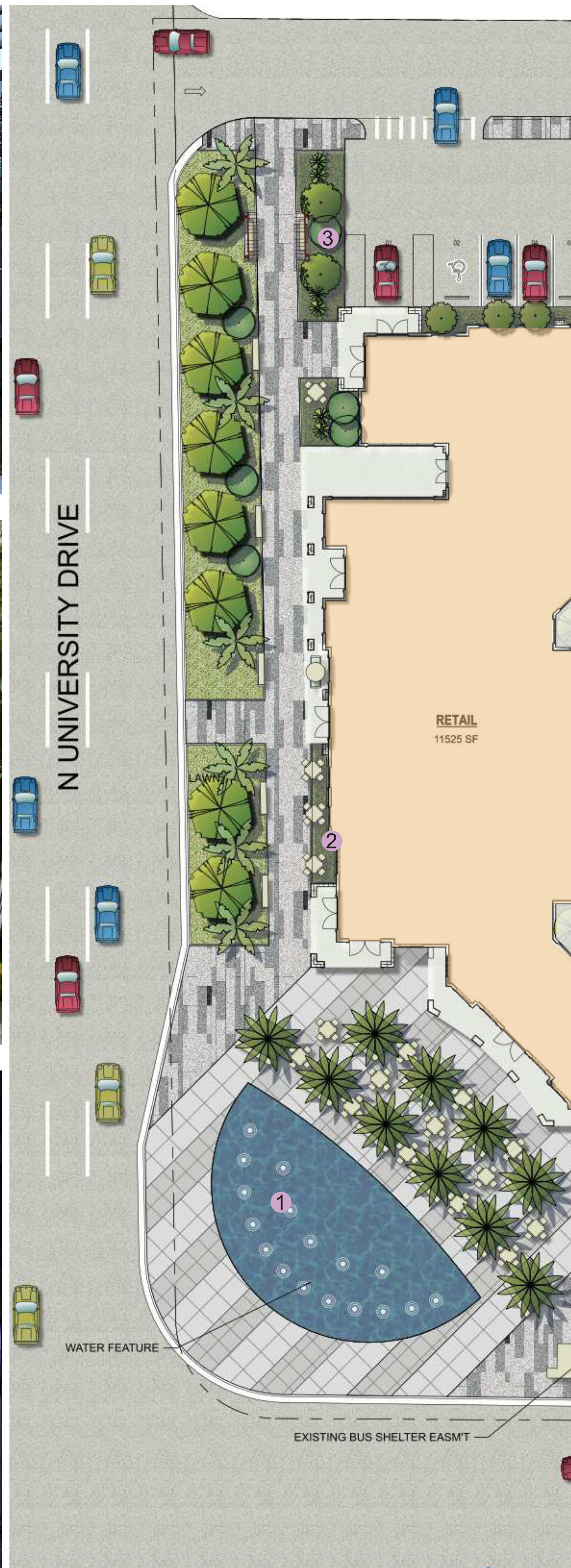
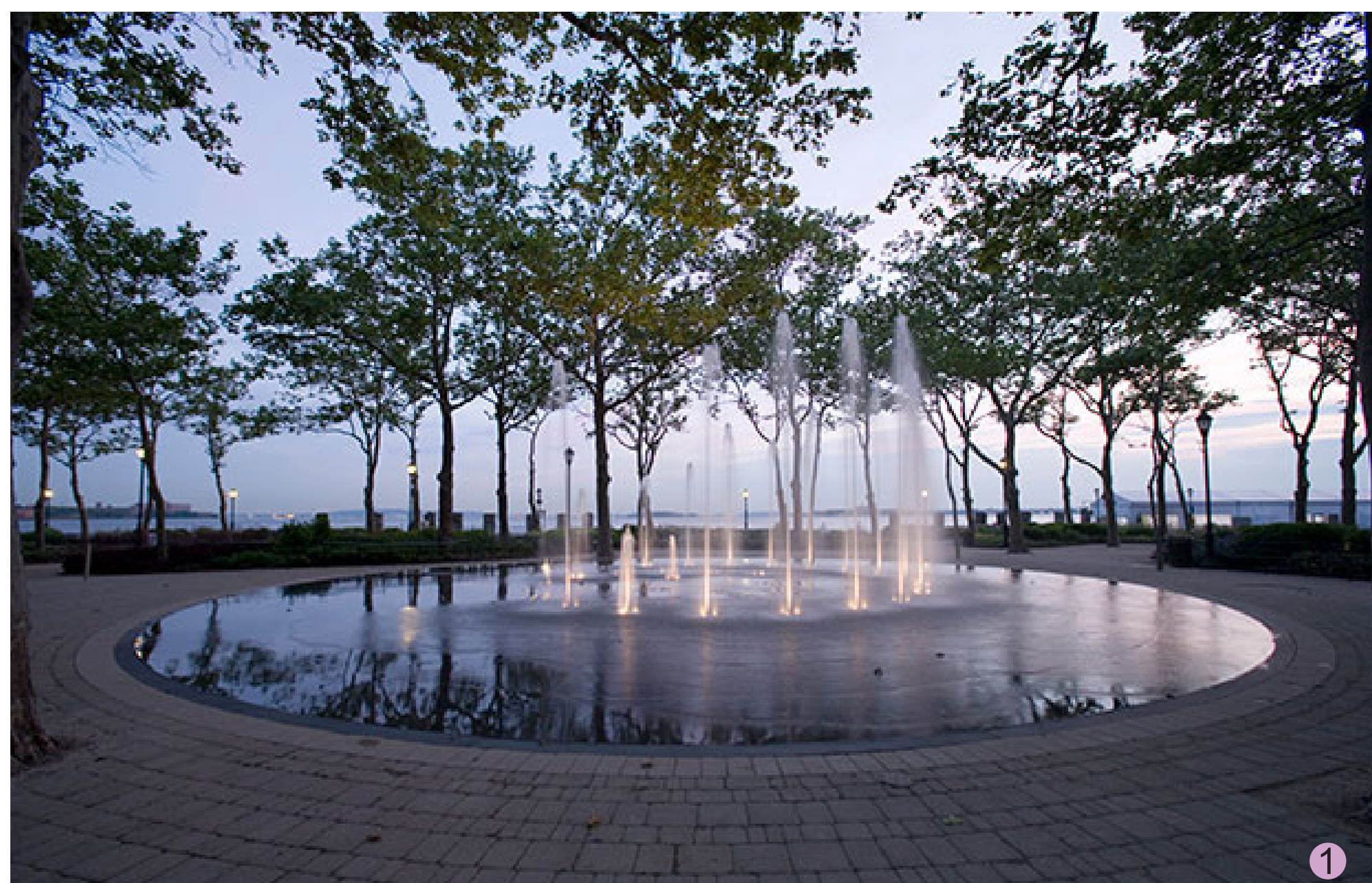
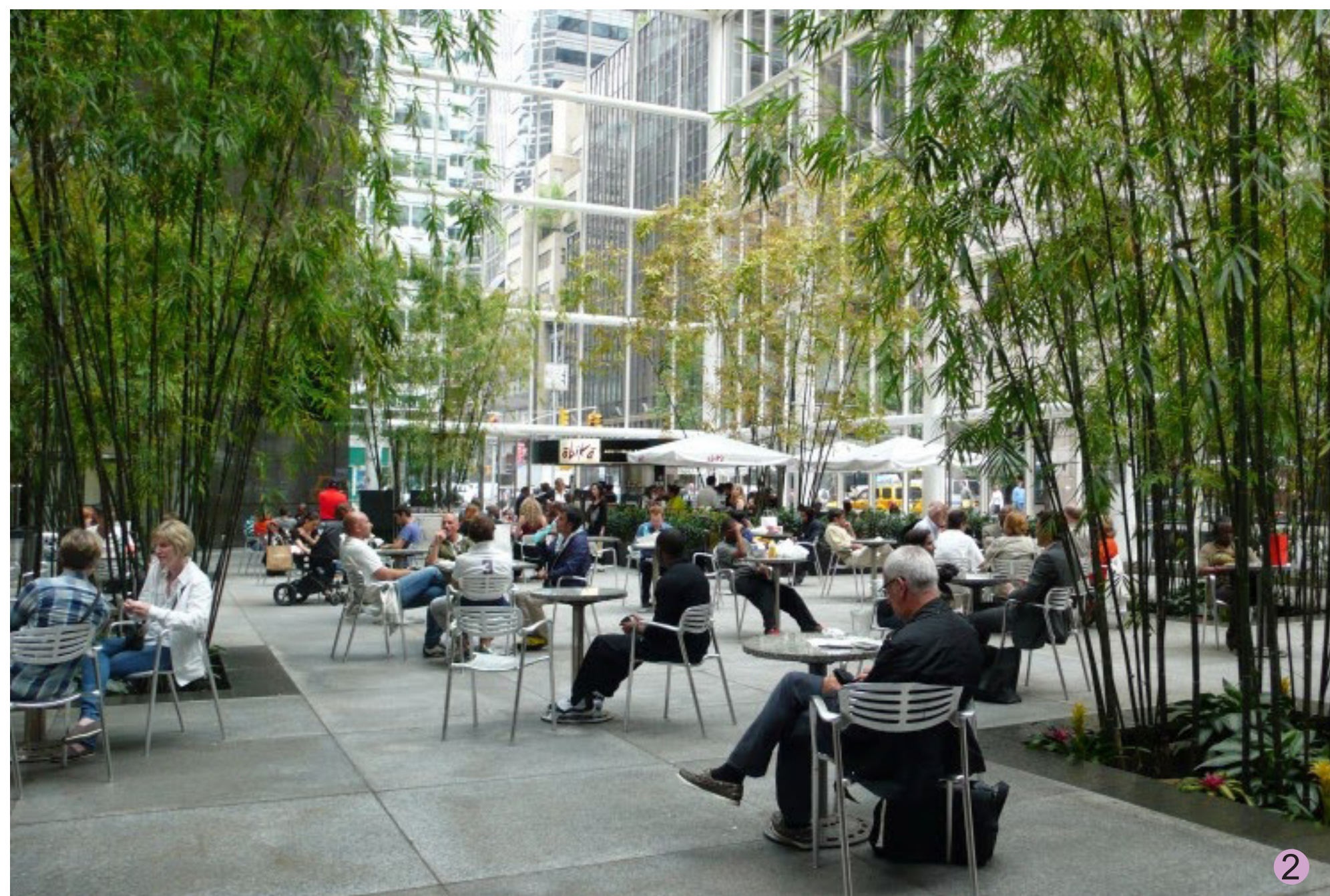


5 COMMUNITY DOG PARK



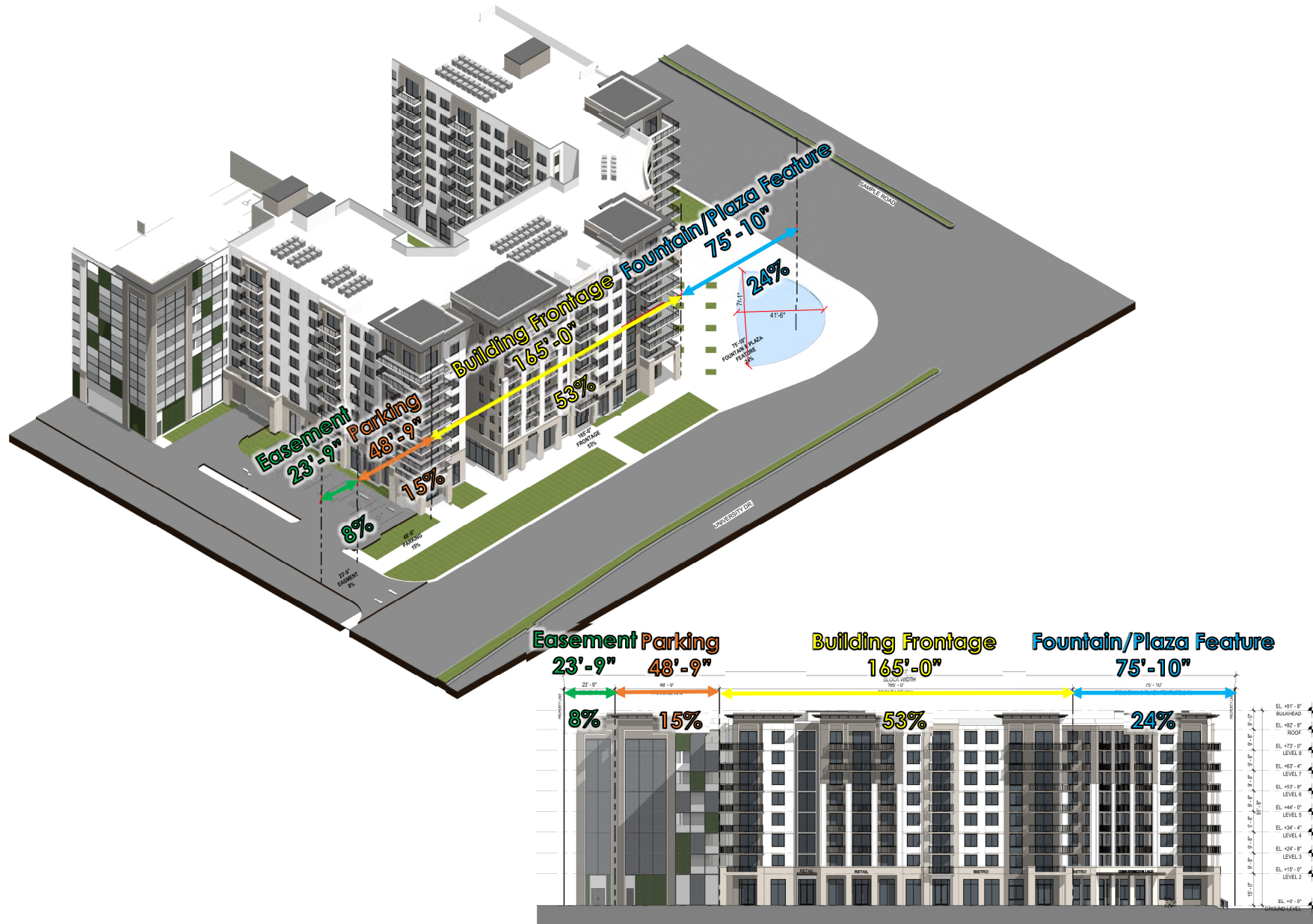
NORTH



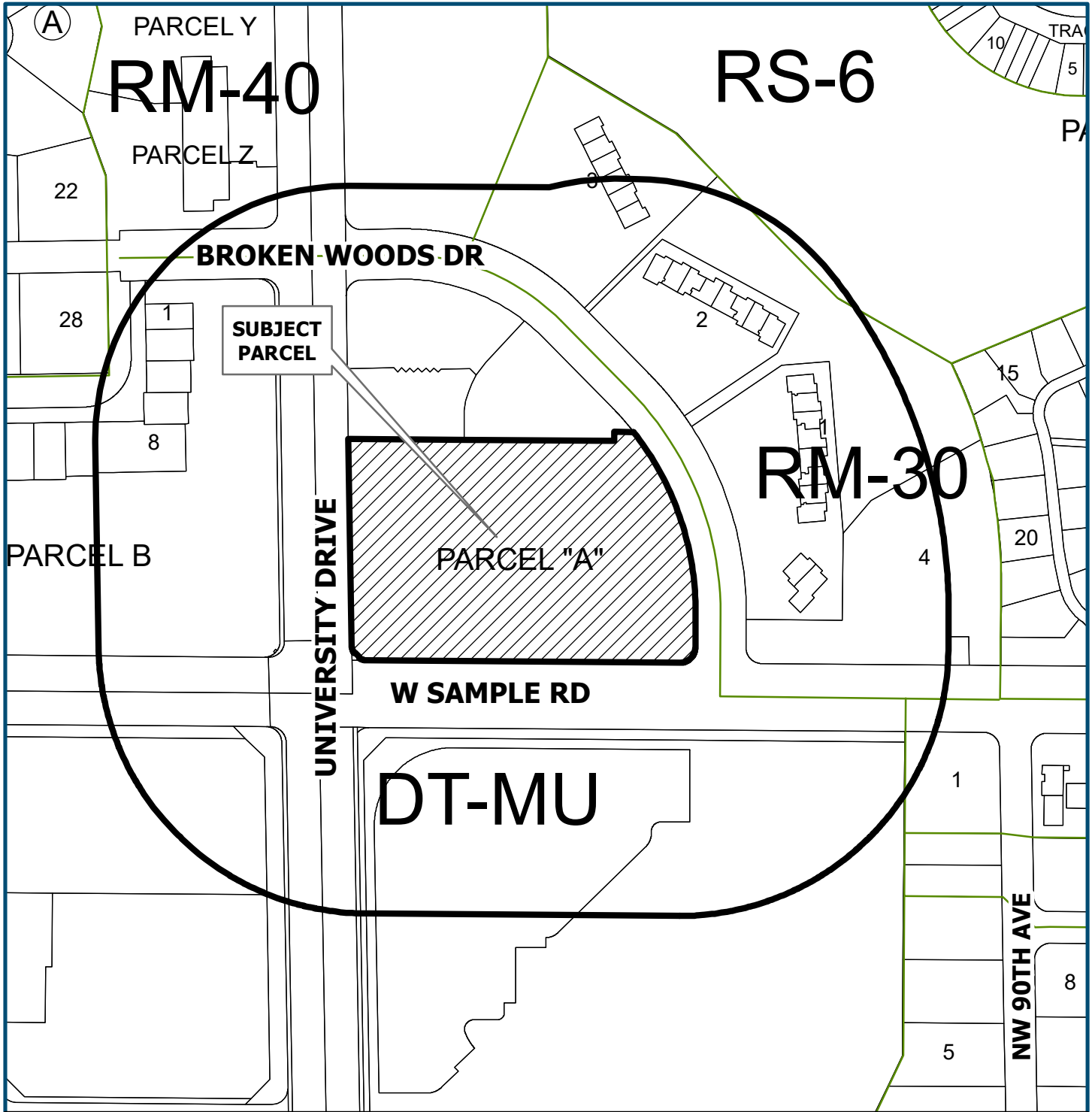




# Exhibit D Frontage





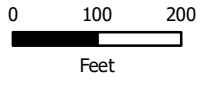
WEST ELEVATION  
SCALE: 1" = 20'-0"



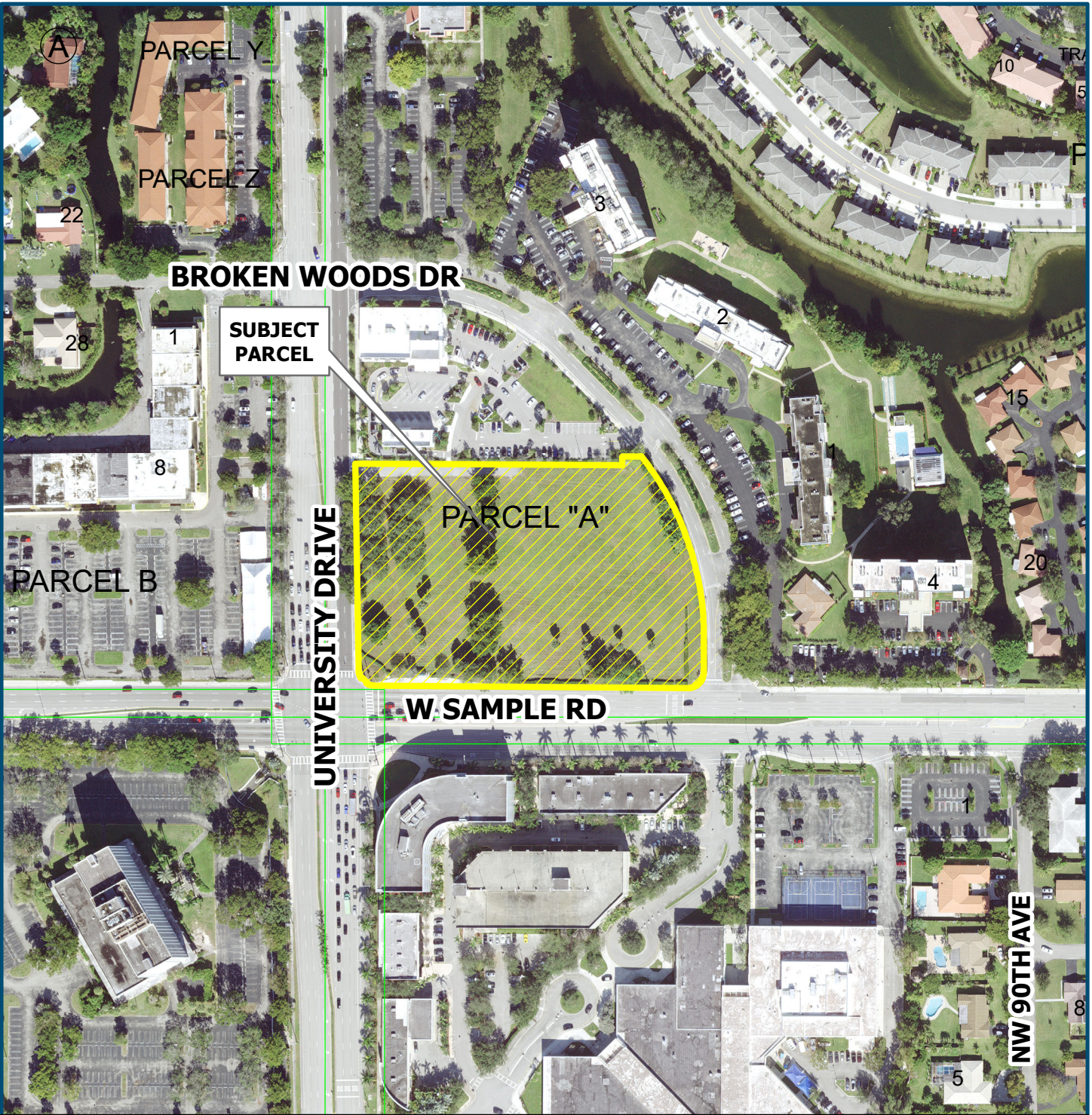
September 19, 2022

**SE22-0003**  
**A PORTION OF PARCEL A,**  
**CORAL SPRINGS VILLAGE GREEN**  
**FOLIO# 484115032123**

-  Subject Parcel
-  400' Buffer



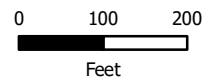




September 19, 2022

**SE22-0003**  
**A PORTION OF PARCEL A,**  
**CORAL SPRINGS VILLAGE GREEN**  
**FOLIO# 484115032123**

 Subject Parcel



#vicentini 09-19-2022





CORWIL ARCHITECTS  
4210 LAGUNA ST. CORAL GABLES FL, 33146  
QUALIFIER LIC. NO. AR009348 T: 305.448.7383

PROJECT:  
CORAL SPRINGS

3451 N. UNIVERSITY DR., CORAL  
SPRINGS, FL 33065

OWNER:  
**KEY**  
INTERNATIONAL

**13TH FLOOR**  
INVESTMENTS

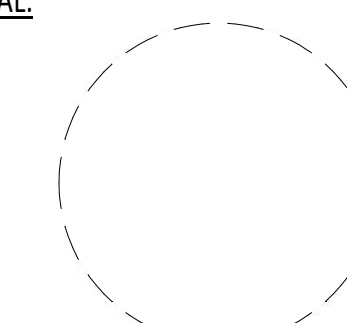
AERIAL CONTEXT PLAN

PHASE:  
DRC SUBMITTAL

PERMIT NO.:

REVISIONS		
No.	Revision Description	Date

SEAL:



THESE DRAWINGS ARE THE PROPERTY OF CORWIL ARCHITECTS INC. UNLESS OTHERWISE PROVIDED FOR BY CONTRACT, THE CONTENTS OF THESE DRAWINGS ARE CONFIDENTIAL AND SHALL NOT BE TRANSMITTED TO ANY OTHER PARTY EXCEPT AS AGREED TO BY THE ARCHITECT / ENGINEERS.

DATE: 08/03/2022  
JOB No.: 2020-05  
DRAWN BY: LM  
APPR BY: RK/AMC  
PRINTED: 8/2/2022 7:03:28 PM

SHEET NUMBER:

**A-001**







**CORWIL ARCHITECTS**  
4210 LAGUNA ST. CORAL GABLES FL, 33146  
QUALIFIER LIC. NO. AR009348 T: 305.448.7383

**PROJECT:**  
CORAL SPRINGS  
3451 N. UNIVERSITY DR., CORAL SPRINGS, FL 33065

**OWNER:**  
**KEY**  
INTERNATIONAL

**13TH FLOOR**  
INVESTMENTS

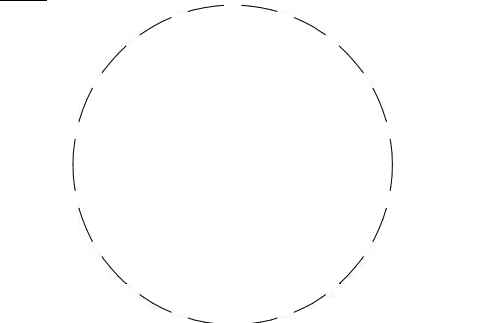
**SITE PLAN**

**PHASE:**  
DRC SUBMITTAL

**PERMIT NO.:**

REVISIONS		
No.	Revision Description	Date

**SEAL:**



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**DATE:** 08/03/2022  
**JOB NO.:** 2020-05  
**DRAWN BY:** LM  
**APPR BY:** RK/AMC  
**PRINTED:** 8/2/2022 7:50:46 PM

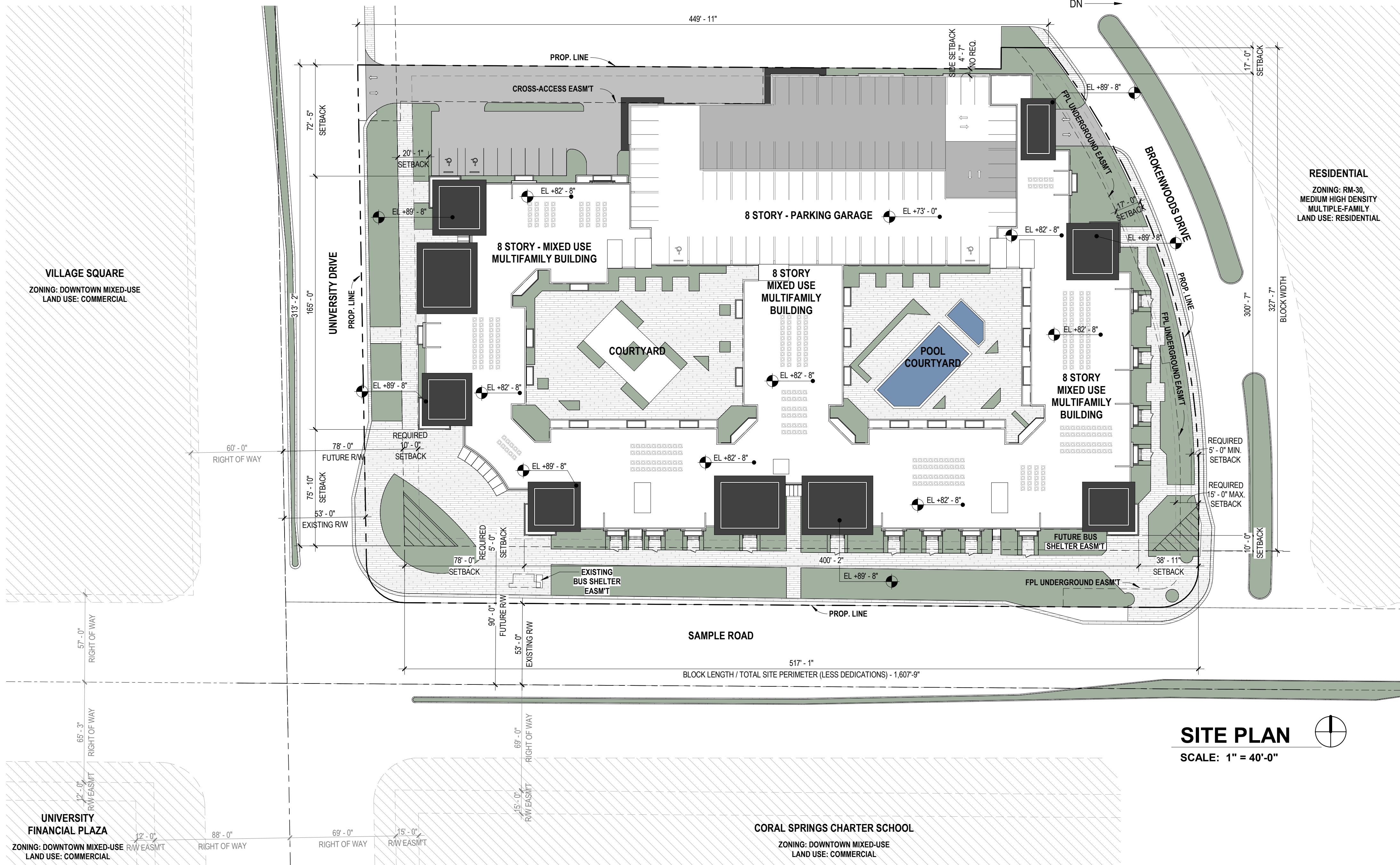
**SHEET NUMBER:**

**A-100**

ZONING DATA SHEET		
<b>PROJECT LOCATION</b>	3451 N. UNIVERSITY DR., CORAL SPRINGS, FL 33065	
<b>FOLIO NO.</b>	4841-15-03-2123	
<b>SITE INFORMATION</b>		
<b>LAND AREA</b>	183,407 S.F. (4.21 ACRES)	
<b>ZONING</b>	DOWNTOWN "CORE" MIXED-USE (DT-MU)	
<b>LAND USE</b>	COMMERCIAL	
<b>FEMA FLOOD ZONE</b>	X	
<b>BUILDING INFORMATION / REQUIREMENTS</b>		
<b>BUILDING TYPE</b>	MR-MID-RISE	
<b>LOT REQUIREMENTS</b>	<b>MIN. / MAX.</b>	<b>PROPOSED</b>
LOT WIDTH (FT.)	120 / 300	327' - 7"
LOT DEPTH (FT.)	- / 500	517' - 1"
LOT SIZE (SF.)	- / 150,000	93,859 SF.
LOT PERIMETER (FT.)	1,200 / 1,600	1,607' - 9"
LOT COVERAGE (%)	- / 90%	51%
<b>BUILDING ENVELOPE</b>	<b>MIN. / MAX.</b>	<b>PROPOSED</b>
STREET SETBACK (FT.)		
-SAMPLE ROAD	5 / 30	7' - 4" MIN. / 10' 0" MAX.
-UNIVERSITY DRIVE	10 / 20	10' - 4" MIN. / 20' 1" MAX.
-SECONDARY ROADS (BROKENWOODS DRIVE)	5 / 15	17' - 0" MIN. / 38' 11" MAX.
2-SIDE SETBACK (FT.)	0 / -	4'-7"
3-REAR SETBACK (FT.)	10 / -	N/A
<b>BUILDING FRONTAGE</b>	<b>REQUIRED</b>	<b>PROPOSED</b>
PRIMARY FRONTAGE (SAMPLE RD.)	75% BUILDING FRONTAGE	400' 2" = 77%
SECONDARY FRONTAGE (UNIVERSITY DR.)	75% BUILDING FRONTAGE	165' 0" = 53%
<b>BUILDING HEIGHT</b>	MAX. PERMITTED: 4 MIN. - 8 MAX. STORIES (HEIGHT) PROPOSED BUILDING MAX. HEIGHT: 8 STORIES @ +82'-8"	
<b>PARKING REQUIREMENTS</b>	(Based Sec. 2501062 Table 1.0 DT-MU Parking Calculations) ZONES 2 & 3	
<b>PARKING PROVISIONS : LOCATION</b>		
RETAIL	2.94 PARKING SPACES / 1,000 SF	11,525 SF @ 2.94/1,000 SF = 34 SP
RESIDENTIAL	1.38 PARKING SPACES / UNIT	377 UNITS x 1.38/UNIT = 521 SP
<b>TOTAL PARKING REQUIRED</b>	555 SPACES	
<b>ON-GRADE PARKING</b>	8 SP	
<b>GARAGE (8 LEVELS)</b>	621 SP	
<b>TOTAL PARKING PROVIDED</b>	609 STANDARD PARKING SPACES (9'x18' - ON-GRADE + 9'x18' - GARAGE) 19 VAN/REGULAR ACCESSIBLE HANDICAP SPACES (12'x18') *ADA PARKING REQUIRED = 13 SP AND 19 SP PROVIDED (2% OF TOTAL) TOTAL : 629 SPACES	
<b>BIKE RACKS</b>	<b>REQUIRED</b>	<b>PROPOSED</b>
	1 RACK PER EVERY 40 SPACES (3) BIKE SPACES PER RACK	629 SP / 40 = 16 BIKE SPACES 16/(3) BIKE SPACES PER RACK =6 RACKS
<b>LOADING</b>	For Retail : 5,000 - 25,000 SF. 1 (one) Loading Zone 10' x 25' MIN.	
Chapter 25 - Article 8, Sec. 250818	1 (one) @ 20' x 51'	
<b>PROPOSED USES</b>	<b>TOTAL RESIDENTIAL = 377 UNITS</b>	
RESIDENTIAL	<b>TOTAL RETAIL = 11,525 SF</b>	
RETAIL	<b>93,859 SF</b>	
<b>TOTAL BUILDING FOOTPRINT</b>		
<b>SPECIAL EXCEPTIONS</b>		
<b>REQUESTED SPECIAL EXCEPTION</b>	<b>PROPOSED AMENDMENTS</b>	
(-5) Provide Block Length And Block Perimeter Information In The Site Data Table. (Section 2501056) Core Requires Block Length Minimum Of 300 Feet, Maximum Of 500 Feet. Block Perimeter Requires Minimum 1,200 Feet And Maximum 1,600 Feet. These Amounts Shall Be Provided In The Site Data Table And Shown On The Site Plan. Based On Current Information, A Special Exception May Be Required.	PENDING.	
(-11) Identify Brokenwoods Drive As The Secondary Street In The Site Data Table, Under Building Envelope Requirements. Setback Provided Will Require A Special Exception As The Maximum (15 Feet) Is Exceeded At 22 Feet.	PENDING.	

**LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CORAL SPRINGS VILLAGE GREEN, AS RECORDED IN PLAT BOOK 60, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 41 EAST, THENCE SOUTH 89°38'29" EAST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 53.01 FEET; THENCE NORTH 01°00'15" WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 77.41 FEET TO THE POINT-OF-BEGINNING; HENCE CONTINUE NORTH 01°00'15" WEST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 325.69 FEET; THENCE SOUTH 89°38'29" EAST, ALONG A LINE 350.00 NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 419.08 FEET; THENCE NORTH 00°21'31" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°38'29" EAST, A DISTANCE OF 30.78 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 460.00 FEET AND WHOSE RADIUS POINT HAS A BEARING OF SOUTH 51°59'03" WEST FROM SAID POINT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°28'28"; A DISTANCE OF 308.62 FEET; THENCE SOUTH 00°21'31" WEST, A DISTANCE OF 53.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.27 FEET, TO A POINT-OF-TANGENCY ON THE SOUTH LINE OF SAID PARCEL "A"; THENCE NORTH 89°38'29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 491.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°38'14"; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.88 FEET TO THE POINT-OF-BEGINNING. SAID LANDS SITUATE IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, AND CONTAIN 4.210 ACRES, MORE OR LESS.



**SITE PLAN**  
SCALE: 1" = 40'-0"

PARKING TABLE			
FLOOR	GARAGE	SURFACE PARKING	TOTAL/FLOOR
1	64	8	72
2	73	-	73
3	85	-	85
4	85	-	85
5	85	-	85
6	85	-	85
7	85	-	85
8	59	-	59
<b>TOTAL</b>			<b>629</b>

UNIT BREAKDOWN 8 STORY BUILDING				
LEVEL	UNIT TYPE			TOTAL
	1B (+/- 775 SF.)	2B (+/- 1,075 SF.)	3B (+/- 1,325 SF.)	
GROUND	14	11	2	27
LEVEL 2	23	21	6	50
LEVEL 3	23	21	6	50
LEVEL 4	23	21	6	50
LEVEL 5	23	21	6	50
LEVEL 6	23	21	6	50
LEVEL 7	23	21	6	50
LEVEL 8	23	21	6	50
<b>TOTAL</b>	<b>175</b>	<b>158</b>	<b>44</b>	<b>377</b>
<b>PERCENTAGE</b>	<b>46%</b>	<b>42%</b>	<b>12%</b>	<b>100%</b>

**VILLAGE SQUARE**  
ZONING: DOWNTOWN MIXED-USE  
LAND USE: COMMERCIAL

**UNIVERSITY FINANCIAL PLAZA**  
ZONING: DOWNTOWN MIXED-USE  
LAND USE: COMMERCIAL

**CORAL SPRINGS CHARTER SCHOOL**  
ZONING: DOWNTOWN MIXED-USE  
LAND USE: COMMERCIAL

**RESIDENTIAL**  
ZONING: RM-30,  
MEDIUM HIGH DENSITY  
MULTIPLE-FAMILY  
LAND USE: RESIDENTIAL





**CORWIL ARCHITECTS**  
4210 LAGUNA ST. CORAL GABLES FL, 33146  
QUALIFIER LIC. NO. AR009348 T: 305.448.7383

**PROJECT:**  
CORAL SPRINGS  
3451 N. UNIVERSITY DR., CORAL SPRINGS, FL 33065



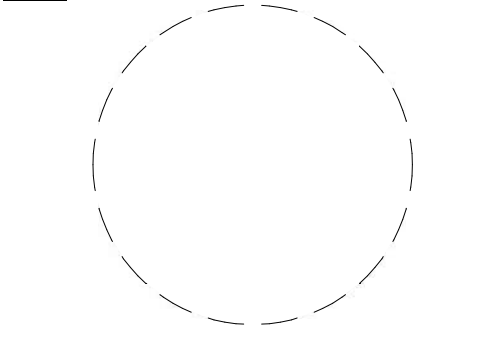
**ENLARGED SITE PLAN**

**PHASE:**  
DRC SUBMITTAL

**PERMIT NO.:**

REVISIONS		
No.	Revision Description	Date

**SEAL:**

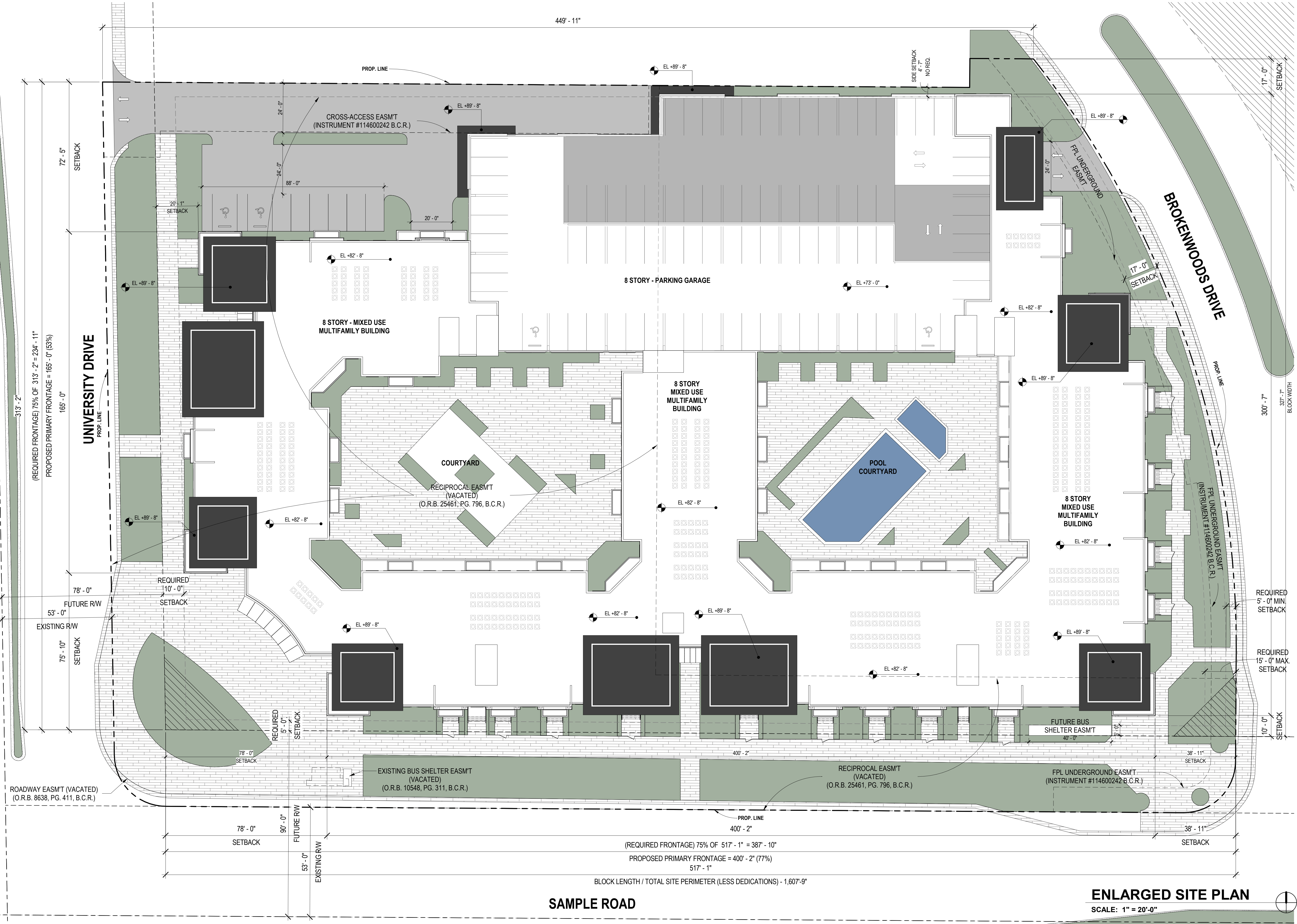


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**DATE:** 08/03/2022  
**JOB NO.:** 2020-05  
**DRAWN BY:** LM  
**APPR BY:** RK/AMC  
**PRINTED:** 8/2/2022 7:54:10 PM

**SHEET NUMBER:**

**A-100A**



449' - 11"

**SAMPLE ROAD**

**ENLARGED SITE PLAN**  
SCALE: 1" = 20'-0"













**CORWIL ARCHITECTS**  
4210 LAGUNA ST. CORAL GABLES FL, 33146  
QUALIFIER LIC. NO. AR009348 T: 305.448.7383

**PROJECT:**  
CORAL SPRINGS  
3451 N. UNIVERSITY DR., CORAL SPRINGS, FL 33065



**EAST & WEST ELEVATIONS**



**EAST ELEVATION**

SCALE: 1/16" = 1'-0"



**WEST ELEVATION**

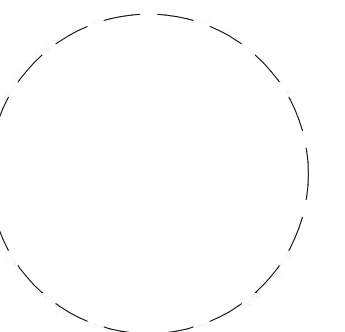
SCALE: 1/16" = 1'-0"

**PHASE:**  
DRC SUBMITTAL

**PERMIT No.:**

REVISIONS		
No.	Revision Description	Date

SEAL:



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**DATE:** 08/03/2022  
**JOB No.:** 2020-05  
**DRAWN BY:** LM  
**APPR BY:** RK/AMC  
**PRINTED:** 8/2/2022 8:12:25 PM

**SHEET NUMBER:**

**A-201**

**ELEVATION LEGEND**

- |   |   |
|---|---|
| 1. SMOOTH STUCCO FINISH WITH SCORE PATTERN  | 9. ROOF LEVEL OVERHANG SOFFIT                             |
| 2. CONTINUOUS STUCCO BANDING.   | 10. DECORATIVE OUTLOOKERS AT ROOF OVERHANG                |
| 3. ALUMINUM ORNAMENTAL PICKET RAILING, ESP. BRONZE COLOR FINISH                                 | 11. PARKING GARAGE ENTRANCE                               |
| 4. ALUMINUM - ESP. BRONZE COLOR FINISH STOREFRONT/ WINDOWS/ DOOR. WITH IMPACT RESISTANT GLAZING | 12. METAL DOOR  |
| 5. STUCCO BAND WINDOW HEADER WITH PAINTED SMOOTH STUCCO FINISH.                                 | 13. STAIR/ ELEVATOR BULKHEAD                              |
| 6. PAINTED LIGHT TEXTURE STUCCO FINISH (TYP. THROUGHOUT UNLESS OTHERWISE NOTED)                 | 14. ALUMINUM - ESP. BRONZE COLOR FINISH DECORATIVE SCREEN |
| 7. CONCRETE BALCONY/ EYEBROWS   | 15. GARAGE OPENING.                                       |
| 8. PARAPET WALL. HEIGHT VARIES.   | 16. GARAGE SCREEN.  |
|   | 17. GARAGE FIBERGLASS SCREEN PANELS.                      |
|   | 18. GARAGE GREEN WALL PANELS.                             |



HIGH IMPACT ALUMINUM STOREFRONT SYSTEM



HIGH IMPACT ALUMINUM SLIDING DOORS AND WINDOWS



ROOF SYSTEM W/ OUTLOOKERS



METAL PICKET RAILINGS @ BALCONIES



SMOOTH STUCCO FINISH



LIGHTLY TEXTURED STUCCO FINISH



FIBERGLASS SCREEN PANELS @ GARAGE



GREEN WALLS @ GARAGE





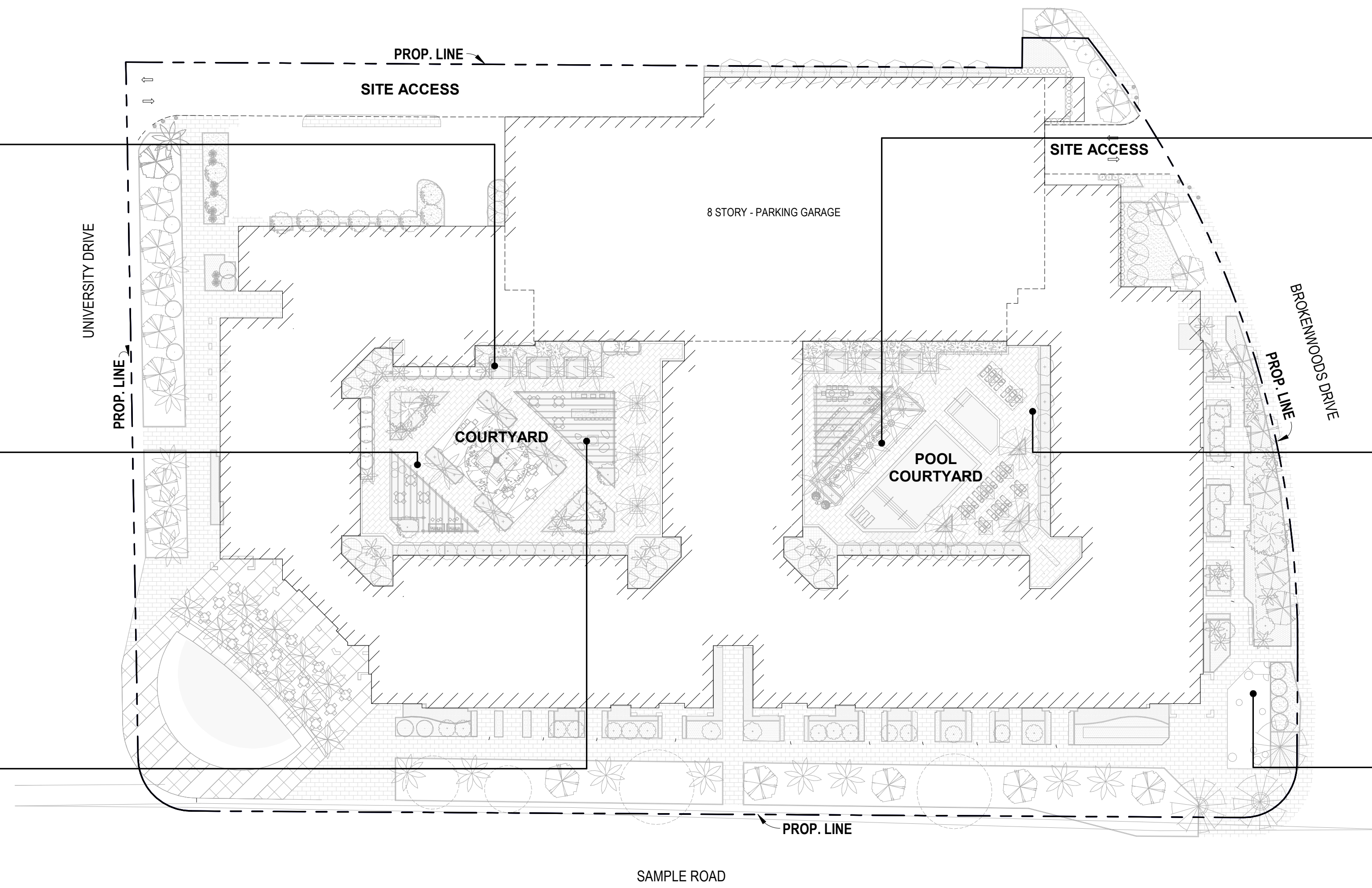
INTIMATE PRIVATE SPACES



TRANSITIONAL SPACES



COMMUNAL SEATING



INTERIOR/EXTERIOR TRANSITIONS



TUCKED AWAY SEATING



DOG PARK



**CORWIL ARCHITECTS**  
4210 LAGUNA ST. CORAL GABLES FL, 33146  
QUALIFIER LIC. NO. AR009348 T: 305.448.7383

PROJECT:  
**CORAL SPRINGS**  
3451 N. UNIVERSITY DR., CORAL SPRINGS, FL 33065

OWNER:  
**KEY INTERNATIONAL**  
**13TH FLOOR INVESTMENTS**

IMAGE BOARD



HIGH IMPACT ALUMINUM STOREFRONT SYSTEM



HIGH IMPACT ALUMINUM SLIDING DOORS AND WINDOWS



ROOF SYSTEM



METAL BALCONY RAILINGS



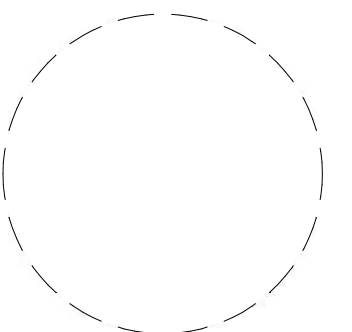
SMOOTH STUCCO FINISH

PHASE:  
**DRC SUBMITTAL**

PERMIT No.:

REVISIONS		
No.	Revision Description	Date

SEAL:



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DATE: **08/03/2022**  
JOB No.: **2020-05**  
DRAWN BY: **LM**  
APPR BY: **RK/AMC**  
PRINTED: **8/2/2022 8:16:43 PM**

SHEET NUMBER:

**A-202**





**CORWILARCHITECTS**  
4210 LAGUNA ST. CORAL GABLES FL, 33146  
QUALIFIER LIC. NO. AR009348 T: 305.448.7383

PROJECT:  
**CORAL SPRINGS**  
3451 N. UNIVERSITY DR., CORAL  
SPRINGS, FL 33065



**3D VIEWS**



**NE VIEW**



**NW VIEW**



**SE VIEW**



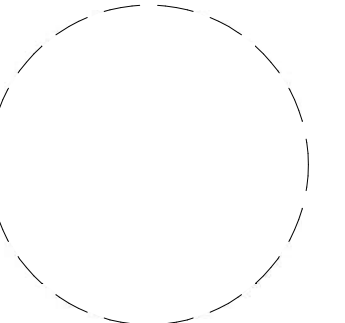
**SW VIEW**

PHASE:  
**DRC SUBMITTAL**

PERMIT No.:

REVISIONS		
No.	Revision Description	Date

SEAL:



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DATE: **08/03/2022**  
JOB No.: **2020-05**  
DRAWN BY: **LM**  
APPR BY: **RK/AMC**  
PRINTED: **8/2/2022 8:32:22 PM**

SHEET NUMBER:

**A-500**



September 27, 2022

Ms. Jenna Lane – Planning Manager  
Development Services Department  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065

**Re: Downtown Coral Springs Apartments  
2<sup>nd</sup> Review of Traffic Impact Analysis**

Dear Jenna:

Traf Tech Engineering, Inc. reviewed the updated Traffic Impact Analysis prepared by Kimley-Horn and Associates, Inc. (report signed and sealed on September 14, 2022) in connection with the proposed Downtown Coral Springs Apartments located at the northeast corner of West Sample Road and University Drive in the City of Coral Springs. The following is a summary of our findings:

**Proposed Development**

The proposed development consists of up to 377 mid-rise apartments and approximately 11,525<sup>1</sup> square feet of commercial/retail use. Two access driveways are proposed, one on University Drive and the other on Brokenwoods Drive. Both driveways will be restricted to right-turns only. The project site is currently vacant.

**Traffic Impacts**

Based on our review of the updated traffic study, all traffic comments documented in our August 16, 2022, review memorandum have been satisfactorily addressed. We have no further traffic-engineering comments.

Sincerely,

**TRAF TECH ENGINEERING, INC.**

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

<sup>1</sup> For a conservative analysis, the traffic study assumed 400 residential units and 12,000 square feet of commercial use.



September 14, 2022

Julie Krolak  
Director of Development Services  
9500 West Sample Road  
Coral Springs, FL 33065

Re: Letter of Support for the Approval of SE22-0003 (Special Exception)

Dear Ms. Krolak,

The Coral Springs Office of Economic Development has reviewed the application for the Downtown Coral Springs Special Exception and supports approval. I have met with the petitioner and believe that the project meets the mixed-use guidelines for the Downtown.

The creation of Downtown Coral Springs has been in the works for twenty years and this is another piece in the puzzle to build a walkable, vibrant downtown for our community.

It is also important to note that the property is currently undeveloped land. The construction of housing and commercial space on the vacant land generates additional ad valorem revenue for the City.

I look forward to welcoming the new businesses to Coral Springs and encourage the approval of the application.

Best regards,

*Kristi J. Bartlett*

Kristi J. Bartlett, CEcD  
Director of Economic Development  
City of Coral Springs



## Summary Sheet

Agenda Item: 8.

Meeting Date: October 6, 2022

**Subject:** Minutes Approval

**Requested Action:** Request to approve meeting summary of September 21, 2022, Second Budget Hearing meeting. (REQUEST TO APPROVE)

**Placement:** Consent

**Attachments:** [Summary, September 21, 2022 Second Budget Meeting](#)

**CITY OF CORAL SPRINGS, FLORIDA**  
**CITY COMMISSION SECOND BUDGET HEARING**  
**DRAFT SUMMARY**

Wednesday, September 21, 2022  
6:00 PM

Commission Chambers  
9500 West Sample Road

**Call to Order**

The meeting was called to order at 6:00 PM by Mayor Scott Brook. The meeting was held in Commission Chambers, City Hall, 9500 West Sample Road, Coral Springs, Florida.

Present:

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

Also Present:

City Manager Frank Babinec  
City Attorney John Hearn  
City Clerk Debra Thomas

**Roll Call**

**Moment of Silence**

**Pledge of Allegiance**

Gabriel Tonico & Debra Thomas (Performed in American Sign Language)

**Public Comment**

There were no public speakers.

**Agenda Items**

**1. Resolution 2022-038, Final Millage Rates**

Request to hold public hearing and adopt Resolution 2022-038, adopting, certifying, and levying a millage rate of 6.0232 on tangible personal property and assessed real property within the municipal limits of the City of Coral Springs, Florida and establishing a debt service millage rate of 0.2114 for Fiscal Year 2022-2023, providing for an effective date. The Operating Millage Rate of 6.0232 is 9.30% greater than the Rolled-back Rate of 5.5108. (REQUEST TO HOLD PUBLIC HEARING, ADOPT)

The City Attorney read the resolution title and included language as required by law. The public hearing was opened, there were no speakers.

**Action:** Resolution 2022-038 adopting, certifying, and levying a millage rate of 6.0232 on tangible personal property and assessed real property located within the municipal limits of the City of Coral Springs, Florida, which is 0.5124 or 9.30% more than the roll-back rate of 5.5108 mills, and establishing a debt service millage rate of 0.2114 for Fiscal Year 2022-2023, was adopted.

**Result:** Passed (Unanimous)

**Mover:** Joshua Simmons

**Second:** Joy Carter

**2. Ordinance 2022-114, Second Reading, Finalizing and Adopting the Annual Operating Budget and Capital Improvement Program for the Fiscal Year 2022-2023**

Request to hold public hearing, approve and adopt on second reading Ordinance 2022-114, finalizing and adopting the annual operating budget and capital improvement program for Fiscal Year 2022-2023, reviewed, modified and approved by the City Commission at meetings held on July 27, 2022, September 12, 2022, and September 21, 2022 that includes the budget for the General Fund, Water and Sewer, Fire, Solid Waste, Charter School, Stormwater, Public Art, Debt Service, the Health and Liability, Equipment Services, Tree Trust, Museum Funds and Capital Improvement Program funds. (REQUEST TO HOLD HEARING, APPROVE, ADOPT)

The City Attorney read the ordinance title. The public hearing was opened, there were no speakers.

**Action:** Ordinance 2022-114 was approved and adopted.  
**Result:** Passed (Unanimous)  
**Mover:** Nancy Metayer  
**Seconder:** Joshua Simmons

**3. Ordinance 2022-113, Second Reading, Increase Sewerage Service Rates and Water Rates (Kim Moskowitz)**

Request to hold public hearing, approve and adopt on second reading of Ordinance 2022-113 amending the Land Development Code to increase sewerage service rates and water rates. First reading was held September 12, 2022. (REQUEST TO HOLD HEARING, APPROVE, ADOPT)

The City Attorney read the ordinance title. The public hearing was opened, there were no speakers.

**Action:** Ordinance 2022-113 was approved and adopted.  
**Result:** Passed (Unanimous)  
**Mover:** Joy Carter  
**Seconder:** Joshua Simmons

## Adjournment

There being no additional business, the meeting adjourned at 6:12 PM.

---

**Debra Thomas, CMC**  
**City Clerk**

This meeting was recorded and a digital audio recording is on file in the Office of the City Clerk for five years pursuant to Florida law and City policy. These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the 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: 9.

Meeting Date: October 6, 2022

**Subject:** Use of Forfeiture Funds (Brad McKeone)

**Requested Action:** Request to authorize the use of \$403,815 in Law Enforcement Trust Funds to cover the annual continuation fee of \$8,815 for CALEA (Commission on Accreditation for Law Enforcement); to pay up to \$60,000 which we will receive from the Broward Sheriff's Office for Task Force Detectives overtime expenses from this point forward; to cover \$75,000 in training costs for all sworn members; \$10,000 to pay for confidential informant payments; and \$250,000 to pay for Seasonal School Resource Officers' salaries. (REQUEST TO AUTHORIZE)

**Funding Source:** Receiving Forfeiture to Expend

**Placement:** Consent

**Background / Description:**

\$8,815

The Commission of Accreditation for Law Enforcement Agencies (CALEA) annual contribution of fees for the 11th term of law enforcement accreditation and the 5th term of communications accreditation. The Police Department has been involved with national accreditation since 1988. The Police Department and Communications Unit were reaccredited in 2020 after undergoing the quadrennial onsite. The appropriate Federal expenditure account will be used. (REQUEST TO AUTHORIZE)

\$60,000

Authorize the expenditure of Law Enforcement Trust Funds, up to \$60,000 which we will receive from Broward Sheriff's Office for Task Force Detectives participation in protracted investigations. The Coral Springs Police Department enters into Memorandums of Understanding (MOU) with the Money Laundering Task Force and the Narcotics Interdiction Task Force. Within these MOU's, under funding, it is stated that BSO in its sole discretion may reimburse participating agencies for authorized overtime. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$ 75,000

Authorize the expenditure of Federal Law Enforcement Trust Funds to cover training for all sworn members of the Agency. Federal Funds can be utilized to pay for training. The Department is asking for \$75,000 to be divided among the two training accounts 101-09-4021-521-540003 and 101-09-4021-521-55501, as appropriate. The appropriate Federal expenditure account will be used. (REQUEST TO AUTHORIZE)

\$ 10,000

Authorize the expenditure of Law Enforcement Trust Funds to be utilized as confidential informant payments. The \$10,000.00 would be a reimbursement to the V.I.N. Unit's confidential informant fund and be disbursed as needed per departmental policy. The appropriate State expenditure account will be

used. (REQUEST TO AUTHORIZE)

\$ 250,000

Authorize the expenditure of Law Enforcement Trust Funds to be utilized for the payment of Seasonal School Resource Officers' salaries in the amount of \$250,000.00. State/local forfeiture can be used for payment of the School Resource Officer Program. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

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

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

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

## Summary Sheet

Agenda Item: 10.

Meeting Date: October 6, 2022

**Subject:** Purchase, Global Traffic Technologies Traffic Equipment (Brad McKeone)

**Requested Action:** Request to approve purchase of Global Traffic Technologies Traffic Equipment from **Transportation Control Systems, Inc.** of Tampa, FL, utilizing the Florida Department of Transportation Bid No. DOT-ITB-20-9034-GH for a total authorized expenditure of \$75,000. Funding Source: Approved Capital Funds. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO APPROVE)

**Funding Source:** Approved Capital Budget

**Placement:** Consent

**Attachments:** [Summary Sheet](#)

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

Meeting: October 6, 2022  
Department: Financial Services  
Initiated By: Miguel Machuca

DOC ID: 1008

---

**SUBJECT:** Purchase of Global Traffic Technologies Traffic Equipment (Brad McKeone)

**PLACEMENT:** Consent

**REQUESTED ACTION:** Request to approve purchase of Global Traffic Technologies Traffic Equipment from **Transportation Control Systems, Inc.** of Tampa, Florida utilizing the Florida Department of Transportation Bid No. DOT-ITB-20-9034-GH for a total authorized expenditure of \$75,000. Funding Source: Approved Capital Funds. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO APPROVE)

**(INCLUDE CONTRACT START/TERM DATES)**

**PROJECT REVIEWED BY OR INCLUDED IN:** CIP

**ATTACHMENTS:**

**BACKGROUND / DESCRIPTION:**

The Police Department and Fire Department purchase Emergency Vehicle Preemption Kits that allow them to safely navigate through congested roadways when responding to emergency situations. Emergency Vehicle Preemption Kits allow emergency vehicles to safely cross through intersections by interrupting normal traffic signal timing and provide them a green light to pass through. Emergency Vehicle Preemption Kits have been shown to reduce crash rates at intersections by 70%, improve response times by 25%, and decrease liability to the City by safely avoiding vehicle accidents with other motorists.

The Police Department has a need to purchase six (6) Emergency Vehicle Preemption Kits. Global Traffic Technologies is the standardized preemption kit utilized throughout Broward County. The preemption kits are distributed by Transportation Control Systems, Inc. of Tampa, Florida which is the only authorized dealer of Global Traffic Technologies products in the State of Florida.

All municipalities throughout the State utilize the Florida Department of Transportation Bid No. DOT-ITB-20-9034-GH Approved Product List to purchase Traffic Equipment from Global Traffic Technologies. Due to the competitive pricing and economies of scale that is offered through this State contract, the City stands to benefit from the cost savings that is provided.

The Police Department and the Purchasing Division staff recommend approving the purchase of Global Traffic Technologies Traffic Equipment from Transportation Control Systems, Inc. of Tampa, Florida for a total expenditure of \$75,000.

# Summary Sheet

Agenda Item: 11.

Meeting Date: October 6, 2022

**Subject:** Economic Development Incentive Program Grant Agreement (Kristi Bartlett)

**Requested Action:** Request to award the Economic Development Incentive Program Grant funding for \$40,348 to Coral-CS/LTD. Associates. Funding Source: Approved Operating Budget. Strategic Goal: A Thriving, Resilient Business Community. (REQUEST TO AWARD)

**Funding Source:** Approved Operating Budget

**Term Or Effective Date:** Effective upon approval by the City Commission

**Placement:** Policy Formation and Direction

**Attachments:** [Grant Agreement](#)

## **Background / Description:**

The Economic Development Incentive Program Grant is administered by the Economic Development Office. The pilot program addresses functionally obsolete buildings and development/redevelopment opportunities to eliminate and prevent the spread of blight and deterioration in the City. This program was established by ordinance 2020-126 to provide grant funding for development and redevelopment projects that meet certain criteria.

The City of Coral Springs adopted an Economic Development Strategic Plan in December 2019. A component of that plan included exploring the adoption of local incentives to address functionally obsolete buildings and development/redevelopment opportunities. City Staff conducted research and proposed the implementation of pilot program with the following objectives:

- To eliminate and prevent the spread of blight and deterioration.
- To promote the rehabilitation, development and redevelopment of properties within the City.
- To achieve a higher quality environment that embraces appropriate architectural, landscape, urban design and land use principles.
- To encourage new development to occur in the City.
- To retain existing businesses and jobs through redevelopment and revitalization activities.
- To encourage investment by the private sector by eliminating impediments to development and redevelopment.
- To stabilize and increase the ad valorem tax base in the City.

## **Coral-CS/LTD. Associates**

Coral-CS/LTD. Associates applied for the Building Exterior Improvement Grant, which encourages redevelopment of an eligible properties limited to office, retail, manufacturing and industrial buildings. The intent of this program is to rehabilitate, renovate or improve the property to enhance the area's physical characteristics, visual quality and attractiveness, leading to improved occupancy and increased property values. Eligible fees include significant repair and improvement of exterior building components (structural repair, concrete restoration, plumbing and electric work, roof replacement or repair, impact-resistant windows and doors, walls and wall finishes). The grant program entitles qualifying projects for

reimbursement up to fifty percent (50%) of eligible costs up to a maximum grant award of fifty thousand dollars (\$50,000.00).

**Coral-CS/LTD. Associates Project Description:**

1. Repaint three (3) main building entrances (North, West and East) according to proposal from Hartzell Painting submitted with application.
2. Enhance landscaping to mall entrances and medians according to proposal from Entire Maintenance Solution (EMS), Inc. submitted with application.
3. Refurbish six (6) existing directional signages according to proposal from Art Sign Company, Inc. submitted with application.

City staff has completed a thorough review of the application packet to ensure the completeness and accuracy of information. The project will stabilize and increase the ad valorem tax base in Coral Springs. Therefore, staff recommends that a grant amount of \$40,348.00 be awarded to Coral-CS/LTD. Associates and that the agreement be executed.

After approval by the City Commission, the applicant has twelve (12) months to complete the project. Grant funding is dispersed after project completion and full payment has been verified.

**Presenting:** Kristi Bartlett

**GRANT AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND  
CORAL-CS/LTD. ASSOCIATES**

**THIS AGREEMENT**, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2022  
(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

**CORAL-CS/LTD. ASSOCIATES**  
a limited liability company  
9469 West Atlantic Boulevard  
Coral Springs, Florida 33071  
(hereinafter referred to as “GRANTEE”)

**WHEREAS**, on December 15, 2021 CITY Commission approved Ordinance 2021-125 which established the Development/Redevelopment Incentives Programs, including Section 1204, the “Permit and Impact Fee Grant Program,” and Section 1205, the “Building Exterior Improvement Program,” to provide grant funding for development and redevelopment projects within CITY that meet specified criteria (hereinafter referred to as “Programs”); and

**WHEREAS**, the Programs are intended to eliminate and prevent the spread of blight and deterioration; to promote the rehabilitation, development and redevelopment of properties within CITY; to achieve a higher quality environment that embraces appropriate architectural, landscape, urban design and land use principles; to encourage new development to occur in CITY; to retain existing businesses and jobs through redevelopment and revitalization activities; to encourage investment by the private sector by eliminating impediments to development and redevelopment; and to stabilize and increase the ad valorem tax base in CITY; and

**WHEREAS**, the Programs entitle qualifying projects for reimbursement up to fifty percent (50%) of eligible costs up to a maximum grant award of fifty thousand dollars (\$50,000.00); and

**WHEREAS**, GRANTEE has submitted a completed application for a Program grant in accordance with the Building Exterior Improvement Program as provided for in Section 1205 of the Land Development Code, which project is more particularly provided in Exhibit “A,” attached hereto and incorporated herein (the “Scope of Work” or “Project”); and

**WHEREAS**, City Staff, based upon review of the application and in consideration of the terms and conditions of this Agreement, recommend that CITY Commission approve a Program

grant up to a maximum amount of Forty Thousand Three Hundred Forty-Eight Dollars (\$40,348.00) to GRANTEE;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

**SECTION 1.            RECITALS AND FINDINGS**

The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

**SECTION 2.            TERM OF AGREEMENT**

This Agreement shall be effective upon execution by CITY and shall continue until the performance of the last condition as specified in Sections 3 and 4 or the earlier termination of this Agreement pursuant to Section 3.03(a) or Section 8. However, Sections 5, 6, and 7 regarding Claw Back, Indemnification, and Insurance shall survive the term of the Agreement as CITY's interests in each may best be served.

**SECTION 3.            FUNDING TERMS AND CONDITIONS**

3.01 CITY hereby approves a Program grant to GRANTEE in an amount which equals fifty percent (50%) of GRANTEE'S total Eligible Costs (as defined in Section 1205 of the Land Development Code of the City of Coral Springs ("LDC")) on the Project up to the maximum of Forty Thousand Three Hundred Forty-Eight Dollars (\$40,348.00).

3.02 The Project shall conform to the Scope of Work, and all terms and conditions contained therein, attached hereto and incorporated herein as Exhibit "A."

3.03 To be eligible for the Program grant provided for herein, GRANTEE shall complete the Project in the time frame provided for in Exhibit "A." Completion shall include successful completion of the Scope of Work, attached as Exhibit "A," including successful final inspections of all permits related to the Project, and submission of reports required by Section 4 of this Agreement and final review of reports by CITY. Upon successful completion of the Project, CITY shall provide GRANTEE with the Project grant funds.

- (a) Failure to comply with the terms and conditions of this Section shall result in the termination of this Agreement and loss of any rights by GRANTEE to any Program grant funds. However, CITY Manager or designee, in their sole discretion, may extend the completion date for good cause upon request of GRANTEE. Any such request should be made in writing to CITY Manager with any necessary supporting documentation prior to the expiration of the completion date.



**SECTION 4.            SUBMISSION OF FINANCIAL REPORT BY GRANTEE**

Upon completion of the Project, GRANTEE shall submit a written report to CITY prepared and certified with GRANTEE detailing all of the Eligible Costs actually incurred by GRANTEE in completing the Project in the form attached hereto and incorporated herein as Exhibit "B." GRANTEE shall produce all itemized invoices and records of payment in addition to any other documentation required by CITY. Pursuant to Section 3.03(a), failure to meet these reporting requirements may result in the loss of GRANTEE'S entitlement to any Program grant funds and termination of this Agreement.

**SECTION 5.            CLAW BACK**

GRANTEE shall remain in ownership for five (5) years following the receipt of Program grant funds pursuant to this Agreement. Should GRANTEE fail to remain in ownership for five (5) years, GRANTEE shall repay CITY the claw back amount. The claw back amount shall begin at the full value of the Program grant funds received by GRANTEE. Each year on the anniversary date of GRANTEE'S receipt of Program grant funds, the claw back amount shall be reduced by twenty percent (20%). As a result, should GRANTEE remain in ownership for the full five (5) year period as required by this Section, no Program grant funds shall be required to be repaid to CITY. In addition to the claw back amount, GRANTEE shall be liable to CITY for any and all associated attorney's fees and other legal costs incurred by CITY to claw back Program grant funds pursuant to this Section.

**SECTION 6.            INDEMNIFICATION**

6.01 GENERAL INDEMNIFICATION: GRANTEE shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the performance of this Agreement. GRANTEE shall pay all claims, losses, liens, fines, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to reasonable attorney's fees, paralegal expenses, and court and arbitration costs. This indemnification shall survive the term of this Agreement.

6.02 GRANTEE shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of GRANTEE under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

**SECTION 7.            INSURANCE**

GRANTEE 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 minimum limits of liability:

Comprehensive General Liability (occurrence form) with the following minimum 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 minimum limits not less than 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, GRANTEE 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 GRANTEE. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect GRANTEE'S interests or liabilities but are merely minimum requirements established by CITY'S Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

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.

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.

GRANTEE 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 it 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.

GRANTEE 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 GRANTEE shall thereupon cease and terminate.

## **SECTION 8.           TERMINATION**

**TERMINATION FOR CAUSE:** In the event GRANTEE shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, GRANTEE shall be provided fourteen (14) days to cure any such default or violation. If GRANTEE fails to cure, CITY may, upon written notice to GRANTEE, terminate this Agreement effective immediately. In the event of such termination, GRANTEE shall lose any and all entitlement to any Project grant funds not yet paid by CITY, one hundred percent (100%) of all Program grant funds paid to GRANTEE by CITY shall become immediately due and payable in full to CITY, and CITY may hold GRANTEE liable for any and all damages sustained by CITY arising out of such default.

## **SECTION 9.           RECORDS AND AUDIT**

9.01 CITY reserves the right to audit the records of GRANTEE 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, GRANTEE shall agree to submit to an audit by an independent certified public accountant selected by CITY. GRANTEE shall allow CITY to inspect, examine and review the records of GRANTEE at any and all times during normal business hours during the term of this Agreement.

**9.02 IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, [DTHOMAS@CORALSPRINGS.GOV](mailto:DTHOMAS@CORALSPRINGS.GOV), TELEPHONE NUMBER (954) 344-1067.**

9.03 GRANTEE understands, acknowledges and agrees that GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by CITY to perform the service. If GRANTEE transfers all public records to CITY upon completion of the contract, GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GRANTEE keeps and maintains public records upon completion of the contract, GRANTEE 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.

#### REQUEST FOR NONCOMPLIANCE

(a) 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 GRANTEE of the request, and GRANTEE must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

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

(c) If GRANTEE fails to provide the public records to CITY within a reasonable time, GRANTEE may be subject to penalties under Section 119.10.

#### CIVIL ACTION

(a) If a civil action is filed against GRANTEE to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against GRANTEE the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that GRANTEE unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that GRANTEE has not complied with the request, to CITY and to GRANTEE.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to GRANTEE at GRANTEE'S address listed on its contract with CITY or to GRANTEE'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any GRANTEE who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

#### **SECTION 10. INDEPENDENT CONTRACTOR STATUS**

GRANTEE and its employees, volunteers and agents shall be and remain 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.

#### **SECTION 11. ASSIGNMENT**

GRANTEE shall not assign, or transfer its rights, title or interests in the Agreement nor shall GRANTEE delegate any of the duties and obligations undertaken by GRANTEE without CITY'S prior written approval.

#### **SECTION 12. GOVERNING LAW; VENUE**

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

12.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

#### **SECTION 13. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

#### **SECTION 14. SEVERABILITY**

Should any part, term or provision of this Agreement 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 15.            EQUAL OPPORTUNITY**

15.01 GRANTEE shall not unlawfully discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, physical or mental disability. GRANTEE shall take affirmative action to insure applicants are employed and employees treated during employment without regard to race, age, religion, color, gender, national origin, marital status, physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment and training, including apprenticeship.

15.02 Delivery of cultural services shall be made without regard to, or consideration of, race, age, religion, color, gender, national origin, marital status, physical or mental disability or other factors which cannot be lawfully or appropriately used as a basis for service delivery.

**SECTION 16.            E-VERIFY**

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

(a) GRANTEE agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. GRANTEE 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) GRANTEE shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. GRANTEE 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 GRANTEE is in violation of Section 448.09(1), *Florida Statutes*.

(d) GRANTEE shall terminate any agreement with any subcontractor if the GRANTEE 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 GRANTEE to immediately terminate a contract with a subcontractor if CITY has a good faith belief that GRANTEE's subcontractor knowingly violated this Section, but GRANTEE 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) GRANTEE shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

**SECTION 17.           NOTICES**

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, or email to the following persons and addresses:

CITY:                   Kristi Bartlett, Director of Economic Development  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Telephone: (954) 344-6996  
Email: kbartlett@coralsprings.gov

GRANTEE:           Coral-CS/Ltd. Associates  
9469 West Atlantic Boulevard  
Coral Springs, Florida 33071

**SECTION 18.           AUTHORITY PROVISION**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 19.           COUNTERPARTS**

This Agreement may be executed and delivered (including by facsimile or email transmission) in one or more counterparts, all of which will be considered one and the same agreement. Any such facsimile or email documents and signatures shall have the same force and effect as manually signed originals and shall be binding on CITY and GRANTEE.

**SECTION 20.           SCRUTINIZED COMPANIES**

GRANTEE 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 GRANTEE 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, GRANTEE 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 GRANTEE 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 215.73, Florida Statutes, as

amended, or is engaged in business operations in Syria, that GRANTEE 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, GRANTEE certifies that GRANTEE 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 GRANTEE 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 GRANTEE notwithstanding any other provision in this Agreement to the contrary.

(SIGNATURES ON THE FOLLOWING PAGES)



**IN WITNESS WHEREOF**, the CITY OF CORAL SPRINGS and CORAL-CS/LTD. ASSOCIATES have caused this Agreement to be executed, the day and year first above written.

ATTEST:

**CITY OF CORAL SPRINGS, FLORIDA**

\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

\_\_\_\_\_  
SCOTT BROOK, MAYOR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CHRISTINA GOMEZ  
Assistant City Attorney

**CORAL-CS/LTD. ASSOCIATES**

By: 

Print Name: MELISA PORBIC WICKER

Title: General Manager

EXHIBIT "A"



**Economic Development Incentive Pilot Program No. 2**

**Applicant:** Melisa Porobic Wicker  
**Property Owner:** Coral-CS/LTD ASSOC Coral-CS/LTD ASSOC  
**Property Address:** 9469 W Atlantic Blvd.  
**Building to be Improved:** N/A  
**Folio No.** 4841-27-03-6261  
**Year Built:** 1983  
**Building S.F.** 1,665,68  
**BCPA 2021 Market Value:** \$73,591,510  
**City Utilities:** Current  
**Active Code Cases:** None

**Project Description**

1. Repaint three (3) main building entrances (North, West and East) according to proposal from Hartzell Painting submitted with application.
2. Enhance landscaping to mall entrances and medians according to proposal from Entire Maintenance Solution (EMS), Inc. submitted with application.
3. Refurbish six (6) existing directional signages according to proposal from Art Sign Company, Inc. submitted with application.

**Completion Date**

- The Project shall be completed within twelve (12) months after City Commission approval.

**Selected Contractors and Cost**

<b>Company</b>	<b>Cost</b>
Hartzell Painting	\$ 23,925.00
Entire Maintenance Solution (EMS)	\$ 25,695.00
Art Sign Company, Inc.	\$ 31,076.00
<b>Total Cost</b>	<b>\$ 80,696.00</b>
<b>Recommended Grant Award (50% of eligible costs up to \$50,000):</b>	<b>\$ 40,348.00</b>



### Terms

- Applicant is responsible for all permit fees. Permit fees are not a reimbursable cost.
- Project must have proper City approvals. The applicant must comply with all City requirements to obtain permits and approvals for the work to be completed under the program. Any work started or performed without proper permits will not be eligible for program assistance.
- Project must be completed within 12 months of City Commission approval. After 12 months the grant will be closed out and funds will be clawed back unless an extension is granted by the City Manager or designee in accordance with the terms of the Agreement.
- Costs for improvements not pre-approved through the application process and the City Commission are not reimbursable.
- Applicant must notify the Economic Development Office of completed project.
- No grant funds will be disbursed prior to the necessary inspection approvals and closed permits.
- To receive reimbursement the applicant must provide the following:
  - Detailed invoices from the contractor or vendor corresponding to the completed approved improvement.
  - Proof of payment in the form of a cancelled check (front and back) or credit card statement clearly indicating that payment for the specific item has been made. Payment amounts must correspond with invoice amounts.
  - Cash payments to contractors or vendors will NOT be considered for reimbursement.
  - Paid in full receipt for each invoice.
  - Proof of closed Building permits.
- Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

EXHIBIT "B"

FINANCIAL REPORT

Name of Grantee: \_\_\_\_\_

Total Amount of Eligible Costs	\$
Total Amount of this Grant (50% of Eligible Costs up to Maximum of \$40,348.00)	\$

Statement of expenses and proof of payments - (original itemized invoice and proof of all payments, in addition to any other documentation requested by CITY, shall be attached to this Report Form).

Expense Description	Amount

I certify that the Project was completed in accordance with the terms of the Agreement and that the above-referenced expenses were actually incurred and paid and constitute Eligible Costs pursuant to Section 1205 of the Land Development Code of the City of Coral Springs.

**Authorized Signature:**

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Summary Sheet

Agenda Item: 12.

Meeting Date: October 6, 2022

**Subject:** Reappointment, Charter School Advisory Board (Catherine Givens)

**Requested Action:** Request to consider reappointment of Joann McDaniel-Chinn to the Business Representative seat of the Charter School Advisory Board. (REQUEST TO REAPPOINT)

**Placement:** Policy Formation and Direction

**Attachments:** [#1 - McDaniel-Chinn, Joann](#)

**Background / Description:** The Charter School Advisory Board advises the Charter School Board of Directors (City Commission) on matters concerning the Coral Springs Charter School. The advisory board consists of nine (9) members, seven (7) of which are voting members: four (4) members appointed by the City Commission (one member of the City Commission, one member with educational/administrative experience, and two members with business experience).

Staff requests that the City Commission make one appointment to fill the following seat of the Charter School Advisory Board: Business Representative. The term of office for the Business Representative seat is a two-year term, beginning October 1, 2022 (retroactive) and concluding September 30, 2024.

#1 – McDaniel-Chinn, Joann\*

Only applied to this committee

Currently serves on Charter School Advisory Board

Video: Yes

\*Indicates that applicant is an incumbent seeking potential reappointment.

# Application Form

## Profile

Joann \_\_\_\_\_ Mcdaniel-chinn \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_ Suite or Apt \_\_\_\_\_  
Home Address

\_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
City

\_\_\_\_\_ Alternate Phone \_\_\_\_\_  
Primary Phone

Medicaid Compliance Officer \_\_\_\_\_  
Occupation

### Which Boards would you like to apply for?

Charter School Advisory Board: Submitted

Question applies to Charter School Advisory Board

### Which seat would you like to apply for? \*

Business Representative

### Length of Residence in Coral Springs

6

### Length of Time as a Business Person in Coral Springs

6

## Interests & Experiences

**\*REQUIRED\*** Record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

Please note that applications submitted without a video will not be considered.

If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.



Upload your video here:

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Upload a Resume

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## Supplemental Questions

**Do you have any relatives employed by the City? If yes, please state name(s):**

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Not applicable

**Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:**

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Not applicable

**Do you have monies owed to the City that are delinquent? If yes, please explain:**

---

Not applicable

**Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:**

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Not applicable

**Do you have any violations relating to other City codes? If yes, please list:**

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Not applicable

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## Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

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Yes  No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

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I Agree

**Signature (Please type full name)**

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JoAnn McDaniel-Chinn

**Date**

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09/15/2022

# JOANN McDANIEL-CHINN

## SUMMARY

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A solution-focused Compliance Officer with experience overseeing the daily compliance functions pertaining to Health Care regulations and standards. Solid knowledge of privacy laws of HIPAA (Health Insurance Portability and Accountability Act), American Health Care Act (AHCA), Patient Protection and Affordable Care Act (ACA), also known as Obamacare, Emergency Medical Treatment and Active Labor Act, Stark Law, False Claims Act, Anti-Kickback Statute, Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Genetic Information Nondiscrimination Act. Recognized for being both reactive to developments in the regulatory and governance environment and proactive in areas related to compliance education and training. Ability to maintain a high degree of exercising sound judgement, credibility, behaving with integrity, confidentiality and trust. Reputation for being highly adaptable in identifying gaps and/or risk exposure in operations as well as developing administrative activities and implementing strong institutional compliance systems of checks-and-balances.

## WORK EXPERIENCE

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### August 2019 to Present **Medicaid Compliance Officer**

Simply Healthcare Plan (Anthem Company) -Miami, Florida

- Leads, implements, and maintains an effective Compliance program, including, but not limited to, risk assessment, auditing and monitoring, maintaining effective compliance policies and procedures, and effective communication and training.
- Prepares highly complex regulatory reports, filings and follow-ups, and manages highly complex regulatory review and audit activities.
- Collaborate with Medicare in Dual Special Needs Plans (“DSNP”) education and complex issues
- Independently manages multiple highly complex regulatory interactions including drafting regulatory correspondence, responding to regulatory inquiries and negotiating resolution of regulatory matters requiring a sophisticated understanding of business processes and regulatory requirements.
- Leads highly complex compliance business process reviews, corrective actions and other projects involving internal and external constituents.
- Independently develops strategy, processes, forms and related materials to meet the most complex regulatory and legal requirements.
- Builds and maintains positive, productive relationships with internal and external constituents at the most senior and regulatory organizational levels, and can remove significant barriers, drive decision-making and influence ethical and compliant outcomes at all organizational levels necessary to accomplish goals.
- Applies expert industry and compliance knowledge to lead highly complex matters involving established compliance system and operations, including processes for implementation of laws and regulations, support of the Company’s Privacy Office on privacy issues, monitoring of compliance issues, and handling of the most complex complaints.

## SKILLS

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### Personal

Leadership  
Teamwork  
Compliance  
Privacy  
Program development

### Computer

Microsoft Office  
Excel  
PowerPoint

## VOLUNTEER

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### CARES Mentoring –

<http://www.southfloridacaresmentoring.org/>

Facilitator/Mentor, October 2017 to Present

### Heart Gallery of Broward Fostercare

<http://www.heartgalleryofbroward.org/portal/>

Volunteer 2015 to Present

### The Pearl Club

[www.pearlclub.org](http://www.pearlclub.org)

– President 2013–2014

### Rise Health Speaker

[www.risehealth.org](http://www.risehealth.org)

-Appeals and Grievance

Conference 2019, 2021,2022

-Compliance Palazzo 2019 and 2020

### Coral Springs Charter School Advisory Board

- Board Member

### Healthy Babies Healthy Mothers

- Board Member

- Independently identifies and assesses the most complex compliance issues and risks, engages appropriate enterprise resources, supports internal and external constituents in the development and monitoring of effective corrective action, error prevention and risk mitigation plans and related activities and communications.
- This may include the development of new or updated policies and processes.
- Appropriately informs and escalates matters to senior management.
- Independently collects facts and utilizes strong analytical capabilities to recommend appropriate actions on the most complex matters and effectively communicates status and results in a concise and timely manner.
- Responds to the most complex requests for information within area of responsibility from internal and external constituents.
- Acts as resource and subject matter expert for colleagues and effectively guides teams to accomplish complex goals.
- Identifies shifting strategic priorities and leads the implementation of both tactical and strategic solutions.

### June 2018- to July 2019 **Compliance Officer**

Community Care Plan -Sunrise, Florida

- Oversee the Special Investigation Unit, Compliance and Privacy functions.
- Provides overall direction, guidance, support, and oversight of the CCP work of functional leads responsible for audit, monitoring, investigations, privacy and training to ensure effective and successful mitigation of identified risks and healthcare compliance violations.
- Chair and manage the Internal Compliance Workgroup Committee.
- Develop, amend and implement the Annual Audit Plan, policies and guidelines.
- Ensure employee compliance with the healthcare compliance and business ethics policies and guidelines.
- Achieve key compliance objectives in a timely manner and in coordination with business operations and member training.
- Establish routine internal and external communications regarding Healthcare Compliance Program.
- Manage and provide guidance of appropriate handling of sensitive and protected health information in accordance with obligations as a HIPAA covered entity.
- Recommend corrective action for any identified weaknesses in compliance controls.

### 7/2016 – May 2018 **CORPORATE COMPLIANCE AND PRIVACY ADMINISTRATOR**

MDLIVE – Sunrise, Florida

- Oversee and monitor the implementation and operation of the company Corporate Compliance Program.
- Develop policies and programs that encourage staff to report suspected fraud without fear of retaliation.
- Coordinate and oversee internal auditing and monitoring of activities to include internal compliance review, periodic privacy risk assessments, and periodic reviews of departments.
- Ensure the company maintains appropriate privacy and confidentiality forms reflecting the company's current legal practices and requirements.
- Coordinated remote access technology to offer Medicare Advantage Benefit
- Prepare, promote, and deliver educational activities to foster awareness of the company's Privacy and Compliance Standards.
- Track and oversee access to protected health information.
- Conduct investigations on potential HIPAA and compliance violations.
- Conduct internal audits and establish corrective action plans and audit work plans.
- Report regularly to the Compliance and Privacy Committee and the Board on the Compliance and Privacy Program and progress in establishing methods to improve efficiency and reduce vulnerability to fraud, abuse, waste, and violations of privacy regulations.
- Chair of the Corporate Compliance and Privacy Committee.
- Chair of the Policy Committee.
- Project Manager for the implementation of tracking compliance, risk, and audit management system.

**12/2015– 7/2016 Corporate Compliance Manager**

MDLIVE – Sunrise, Florida

- Identify areas of the business where there is a risk of non-compliance and develop policies to reduce that risk.
- Plan communication and training programs to help employees understand their roles in compliance.
- Assure that employees understand that non-compliance can take the form of illegal, unethical or improper conduct, as well as failure to follow company policies and procedures.
- Maintain records of compliance activities, including any complaints or investigations.
- Provide reports to the senior executive team, highlighting any areas of potential risk to the company. Also, file copies of these reports with regulatory agencies to demonstrate that the company is following appropriate procedures.

**1/2014 – 11/2015 CORPORATE COMPLIANCE ANALYST**

Gateway Health Plan – Pittsburgh, PA

- Monitored regulatory agencies for changes for in laws, requirements, etc. relevant to the government program, communicate changes to affected business unit(s), and monitor to verify conformity within required timeframe
- Managed the day-to-day operations of the program. Provided regular reports to the Chief Compliance Officer on the status of the Medicare, Medicaid, and Marketplace Compliance Program
- Developed and maintained policies and procedures to foster a culture of compliance; continually monitored and evaluated the adequacy and efficacy of policies, procedures, and company adherence.
- Assessed risk through a formal risk assessment process.
- Developed and implemented an annual audit plan to monitor and ensure compliance with laws and regulations.
- Performed audits of potential high-risk areas and prepared and presented data analysis to senior management
- Performed periodic reviews and updates to the Standards of Conduct to provide guidance to management and employees.
- Responded to alleged violations of rules, regulations, policies, procedures, and Standards of Conduct by evaluating and recommending the initiation of investigative procedures.
- Managed, tracked, and investigated approximately 30 potential breach cases on a monthly basis for all lines of business, third party vendors, and Human Resources employee issues.

**6/2011 – 1/2014 MEDICARE OUTREACH REPRESENTATIVE**

Gateway Health Plan – Pittsburgh, PA

- Conducted Health Risk Assessments and provided members with appropriate resources
- Routinely verified and validated information, both locally and out of state, to ensure resources are accurate for company referrals.
- Acted as a member of the Education Committee responsible for coordinating professional development trainings for department staff, including CEU credits.
- Acted as a Member of the Protocol Committee, assuring various company recommendations met national standard guidelines.
- Triaged Medicare chronic conditions for the purpose of enrollment into Care Management Program.
- Documented clinical information that supported the reasoning for Care Management Program for members.
- Maintained and managed a daily case load of 30–40 members.

- Ensured readmission to the emergency room decreased.
- Advised public on health-related issues and counseled individuals on concerns in a high-pressure environment while doing clinical fieldwork.

#### 2009 – 2011 **MEDICAID INFORMATION TECHNICIAN**

Gateway Health Plan – Pittsburgh, PA

- Handled urgent requests for case specifics for department managers.
- Entered data for the purpose of tracking and monitoring specific activities.
- Sent educational materials to new and existing members.
- Managed caseloads for outreach representatives.
- Conducted weekly and quarterly member evaluations of care manager's performance.

#### 2008 – 2009 **MEMBER SERVICE REPRESENTATIVE**

Gateway Health Plan – Pittsburgh, PA

- Used internal and external resources proactively to verify member information, such as demographics and clinical history.
- Met all requirements for quality and documentation purposes.
- Utilized daily phone standard reports to assess opportunities for self-improvement.
- Completed grievances for the denial of services or complaints regarding providers in a timely manner.
- Proficient in Medicare Assured and Medicaid lines of business.

#### 2007 – 2008 **MEMBER SERVICE CLERK**

Gateway Health Plan – Pittsburgh, PA

- Completed urgent requests for managers
- Accurately set up travel arrangements, conferences and team meeting

## **EDUCATION**

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#### 2010 **Bachelor of Science in Criminal Justice**

Alpha Phi Sigma Honor Society  
Point Park University

#### 2013 **Master of Science in Criminal Justice Administration**

Alpha Phi Sigma Honor Society  
Point Park University

## Summary Sheet

Agenda Item: 13,

Meeting Date: October 6, 2022

**Subject:** Ratify, Termination of Declaration of Emergency for COVID-19

**Requested Action:** Request to ratify the Termination of Declaration of Emergency for COVID-19.  
(REQUEST TO RATIFY)

**Placement:** Policy Formation and Direction

**Attachments:** [Declaration](#)

**TERMINATION OF DECLARATION OF EMERGENCY FOR COVID-19**

**WHEREAS**, on March 13, 2020, Mayor Scott Brook declared a State of Emergency for COVID-19 (“State of Emergency”); and,

**WHEREAS**, at that time COVID-19 was a novel virus without a vaccine or effective treatment; and,

**WHEREAS**, at that time and until now special equipment, personnel, and other resources were required to respond to the COVID-19 pandemic; and,

**WHEREAS**, since that time, a vaccine has been created and various treatments have been created to mitigate the damage and effects of COVID-19, and,

**WHEREAS**, the City no longer requires special equipment, personnel, and other resources other than what is provided for by the City’s normal operations to manage COVID-19; and,

**WHEREAS**, although COVID-19 continues to exist, since vaccines and effective treatments for COVID-19 exist, the conditions at the time of the State of Emergency no longer exist and the City is able to manage COVID-19 without extraordinary assistance.

**NOW THEREFORE IT BE DECLARED BY THE CITY OF CORAL SPRINGS:**

**SECTION 1.** The local State of Emergency relating to COVID-19 shall hereby terminate on September 30, 2022 at 11:59 PM.

**SECTION 2.** All Emergency Orders issued pursuant to the State of Emergency shall terminate on September 30, 2022 at 11:59 PM.

**SECTION 3.** Notice shall be provided to the public by the City Manager’s Office of the termination of the State of Emergency.

**SECTION 4.** In accordance with Section 19-4 of the Code of the City of Coral Springs, I hereby certify that the conditions leading to or causing the emergency no longer exist and the City is able to manage the situation without extraordinary assistance.

**DATED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2022 AND FILED WITH THE CLERK OF THE CITY OF CORAL SPRINGS ON SEPTEMBER 29, 2022.**

*Frank Babinec*

\_\_\_\_\_  
Frank Babinec, City Manager

Ratified and adopted on \_\_\_\_\_, 2022:

\_\_\_\_\_  
Scott Brook, Mayor








# COVID-19 Termination of Dec of Emergency

Final Audit Report

2022-09-29

Created:	2022-09-29
By:	Andrew Dunkiel (adunkiel@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG66__coaFhMLruud3t1Ze2C-F8ExVMRK

## "COVID-19 Termination of Dec of Emergency" History

-  Document created by Andrew Dunkiel (adunkiel@coralsprings.org)  
2022-09-29 - 4:07:08 PM GMT- IP address: 24.233.167.201
-  Document emailed to Frank Babinec (fbabinec@coralsprings.org) for signature  
2022-09-29 - 4:07:29 PM GMT
-  Email viewed by Frank Babinec (fbabinec@coralsprings.org)  
2022-09-29 - 4:08:48 PM GMT- IP address: 206.204.5.7
-  Document e-signed by Frank Babinec (fbabinec@coralsprings.org)  
Signature Date: 2022-09-29 - 4:08:59 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.  
2022-09-29 - 4:08:59 PM GMT

## Summary Sheet

Agenda Item: 14.

Meeting Date: October 6, 2022

**Subject:** Resolution 2022-040, Urging Increased Funding for School Resource Officers

**Requested Action:** Request to approve and adopt Resolution 2022-040 urging the School Board of Broward County to increase funding for school resource officers at every school within Broward County. (REQUEST TO APPROVE, ADOPT)

**Placement:** Policy Formation and Direction

**Attachments:** [Resolution 2022-040](#)

**RESOLUTION 2022-040**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA URGING THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA TO INCREASE FUNDING FOR SCHOOL RESOURCE OFFICERS AT EVERY SCHOOL WITHIN BROWARD COUNTY, FLORIDA; AUTHORIZING AND DIRECTING THE CITY CLERK TO DISTRIBUTE THIS RESOLUTION TO THE APPROPRIATE PARTIES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 1006.07, Florida Statutes, district school boards are responsible for the health, safety and welfare of their students and “shall formulate and prescribe policies and procedures, in consultation with the appropriate public safety agencies, for emergency drills and for actual emergencies, including, but not limited to, fires, natural disasters, active assailant and hostage situations, and bomb threats, for all students and faculty at all public schools of the district comprised of grades K-12;” and

**WHEREAS**, the Florida legislature amended Section 1006.12, Florida Statutes, following the Marjory Stoneman Douglas mass shooting to state: “[f]or the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools;” and

**WHEREAS**, pursuant to Section 1006.12(1), Florida Statutes, school districts may satisfy their requirement to establish or assign safe-school officers by implementing a school resource officer program through a cooperative agreement with law enforcement agencies; and

**WHEREAS**, pursuant to Section 1006.12(1)(b), Florida Statutes, “[s]chool resource officers shall abide by district board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters

relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal”; and

**WHEREAS**, pursuant to Section 1006.13(1), Florida Statutes, “[d]istrict school boards shall promote a safe and supportive learning environment in schools by protecting students and staff from conduct that poses a threat to school safety;” and

**WHEREAS**, pursuant to Section 1011.62(13), Florida Statutes, created a safe schools allocation to provide funding to assist school districts in their compliance with ss. 1006.07-1006.12, with priority given to safe-school officers pursuant to s. 1006.12 and each school district shall receive a minimum safe schools allocation in an amount provided in the General Appropriations Act; and

**WHEREAS**, the School Board of Broward County (Broward County School Board) is responsible for providing safe-school officers in all 334 Broward County schools, including charter schools, which is a critical component to ensuring and maintaining the safety of children and educational staff at schools; and

**WHEREAS**, the Broward County School Board does not have sufficient human resources to provide the necessary safe-school officers as required by Section 1006.12, Florida Statutes at each school facility within the district; and

**WHEREAS**, the Broward County School Board has entered into agreements with multiple law enforcement agencies throughout the County to establish a School Resource Officer (SRO) program and assign one or more safe-school officers at each school facility within the district, including charter schools; and

**WHEREAS**, the annual cost per SRO includes the salary, benefits, vehicle, and other related ancillary expenses that the police officer incurs when assigned as an SRO at a Broward County school; and

**WHEREAS**, through the agreements with the local municipalities, the Broward County School Board is only funding a fraction of the SROs, and each municipality's taxpayers fund the balance of the cost of the SROs which amounts to double taxation to taxpayers; and

**WHEREAS**, for fiscal year 2023, the salary and benefit cost for the City of Coral Springs' School Resource Officer program is \$2,514,413 which represents the City's pro-rated cost for the 10-month period in which SROs are assigned exclusively to Broward County schools; and

**WHEREAS**, the costs for SRO salary, benefits, vehicles, computers, uniforms, training, or equipment costs and supervisors directly supervising SROs is estimated to be \$3,241,000; and

**WHEREAS**, for fiscal year 2023, the City estimates, based on prior agreements with a nominal escalator, from Broward County School Board \$1,400,256 for reimbursement for providing SROs, which when subtracted from the full program cost requires the City of Coral Springs to use taxpayer funds paid to the City for general governmental services fund approximately 55% of the salaries and benefits of SROs. This burden on the City's taxpayers amounts to an unsustainable subsidy of the Broward County School Board's obligations; and

**WHEREAS**, the cost of each safe-school officer should be the responsibility of the Broward County School Board and the inadequate funding of the safe-school officers/SRO program places an additional unfair burden on local municipalities equating to an unfunded mandate; and

**WHEREAS**, pursuant to Section 1006.12, Florida Statutes, the Broward County School Board is responsible for the Safe-School Officers Program and should increase funding per officer, including salary and benefits, utilizing the average cost among the municipalities in Broward County; and

**WHEREAS**, in the aftermath of the Marjory Stoneman Douglas High School mass shooting, the Broward League of Cities formed a School and Community Public Safety Task Force which discussed the disparate funding of SROs across Broward County, difficulties with schools whose students do not come from solely one municipality, the inadequacy of the Safe School Allocation to cover current costs, and the municipalities continuing to bear too great of a financial burden for SROs. The final report recommended that:

“School district must increase the amount it participates in the cost of SRO’s. Actual costs are well above the current participation amount.”

“There must be a permanent, stable and dedicated funding stream to ensure uniform SRO program in all BCPS and Charter Schools.”

**WHEREAS**, a Broward County School Board referendum passed approving a 1 mill property tax increase funds school security personnel among other things; and

**WHEREAS**, the Broward County School Board anticipates receiving an additional \$12,789,737 from Coral Springs residents with \$2,174,255 of that amount apportioned for school safety; and

**WHEREAS**, due to significant increases in property values in Broward County, the Broward County School Board will receive more revenue from property taxes than previously estimated; and

**WHEREAS**, the Broward County School Board has approved a plan to spend 75% of the referendum funds on increasing staff pay and has further committed to spending up to 17% of those funds on school safety, including hiring 500 safety personnel and 8% of those funds on essential programs; and

**WHEREAS**, the Broward County School Board's commitment to spend up to 17% of the referendum funds on school safety and safety personnel should include a commitment to increase funding toward the SRO program provided by the municipalities; and

**WHEREAS**, in 2022, the Florida legislature passed legislation imposing additional unfunded responsibilities on local police departments. The new law mandates emergency drills for active assailant and hostage situations, bomb threats and natural disasters and requires all law enforcement officers, including SROs, who are responsible for responding to schools during emergencies such as school shootings to be physically present on campus and directly involved in the emergency drills. The law further requires all law enforcement officers, including SROs, who are assigned to public schools to complete mental health crisis intervention training using a specified curriculum. However, funding for this additional training is not provided and thus results in an unfunded mandate for municipalities that provide SROs to the Broward County School Board; and

**WHEREAS**, the City of Coral Springs strongly urges the Broward County School Board to increase funding for the safe-school officers program/SRO program, on a per officer basis, to reflect the actual cost of the officers and supervisors assigned to Broward County schools.

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

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

**SECTION 2.** The City of Coral Springs, Florida hereby urges the School Board of Broward County, Florida to increase funding for School Resource Officers, on an officer-by-officer basis, and provide funding for supervisors assigned to supervise School Resource Officers, on a supervisor for supervisor basis, for all public schools located within Broward County, Florida.

**SECTION 3.** Authorizing and directing the City Clerk to forward this Resolution to the Superintendent of the School Board of Broward County, each board member of the School Board of Broward County, the governing bodies of all Broward County municipalities, and the Broward League of Cities.

**SECTION 4.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SCOTT BROOK, MAYOR

ATTEST:

\_\_\_\_\_  
DEBRA THOMAS, CMC, CITY CLERK

Unanimous \_\_\_\_  
Motion /2<sup>nd</sup>

Yes No

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