CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION REGULAR MEETING

REVISED AGENDA
6/26/24 5:26 PM

Wednesday, June 26, 2024
6:30 PM

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

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Christopher Sabin, Coral Glades High School, 10th Grade
Braden Brennan, Chaminade Madonna College Preparatory, 12th Grade

Recognitions/Proclamations/Presentations

1. **Recognition, National Parks and Recreation Month (Robert Hunter)**
   Request that the City Commission recognize the month of July 2024, as "National Parks and Recreation Month" in the City of Coral Springs.

2. **Recognition, 2023 Police Department Employees of the Year (Chief McKeone)**
   Request that the City Commission recognize the Supervisor, Officer, and Civilian of the Year for 2023.

3. **Recognition, 2023 Fire Department Employees of the Year (Chief McNally)**
   Request that the City Commission recognize the 2023 Fire Department “Employees of the Year”.

4. **Recognition, Kelley Shanley (Vice Mayor Cerra)**
   Request that the City Commission recognize Kelley Shanley for his outstanding contributions to the arts and the broader community.

5. **Recognition, Makell Jolly (Commissioner Bowen)**
   Request that the City Commission recognize Makell Jolly for being the 2024 President’s Education Awards Program of Educational Excellence recipient.

6. **2023 Annual Comprehensive Financial Report (Kim Moskowitz)**
   Request to accept the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2023.
   Funding Source: Not Applicable.
   Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
   (REQUEST TO ACCEPT)

Public Comment

Public Hearings/Special Meeting Announcements

7. **Ordinance 2024-114, First Reading, Amending FY 2024 Operating Budget (Ileana Petrone)**
   Request to hold public hearing and approve first reading of Ordinance 2024-114, which amends Ordinance 2023-117, finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, by amending Exhibit "A", the Annual Operating Budget, to increase the General Fund amount by Ten Million, Five Hundred Forty-Six Thousand, Five Hundred and Thirty dollars ($10,546,530) for a total amount of $180,504,512 and Exhibit "B", the Capital Improvement Program to increase Ten Million, Five Hundred Forty-Six Thousand, Five Hundred and Thirty dollars ($10,546,530) for a total amount of $36,507,050; and to set a second reading for August 7, 2024.
   Funding Source: Not Applicable
   Strategic Goal: An Innovative, High-Performing and Sustainable Organization
   (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

8. **Ordinance 2024-113, First Reading, To Further Restrict Smoking in City Parks (Chris Bator)**
   Request to hold public hearing and approve first reading of Ordinance 2024-113, amending Section 11-29 of the Code of the City of Coral Springs in order to further restrict smoking in city parks; providing for severability; providing for codification; providing for an effective date; and to set second reading to August 7, 2024.
   Funding Source: Not Applicable.
   Strategic Goal: An Active, Healthy Community
   (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING).

9. **Resolution 2024-023, Community Development Block Grant (CDBG) FY 2024/2025 Annual Action Plan (Neirah Sankar)**
   Request to hold a public hearing for public review and comments regarding the Community Development Block Grant (CDBG) FY 2024/2025 Annual Action Plan, adopt Resolution 2024-023 approving the Annual Action Plan, and authorize staff to transmit the Plan with supporting Resolution 2024-023 to the U.S. Department of Housing and Urban Development (HUD) for approval.
   Funding Source: Receiving Grant to Expend.
   Strategic Goal: A Family-Friendly Community.
   (REQUEST TO HOLD PUBLIC HEARING, ADOPT AND AUTHORIZE)

10. **Resolution 2024-024, Amendment to Community Development Block Grant (CDBG) Annual Action Plans (Neirah Sankar)**
    Request to hold a public hearing and amend the City's FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022, FY 2022/2023 and FY 2023/2024 Community Development Block Grant (CDBG) Annual Action Plans to reallocate $120,000 from various projects completed under budget to the City's FY 2023/2024 Fire Hydrants for Affordable Housing Project, adopt Resolution 2024-024 approving the amendment to said Annual Action Plans, and authorize staff to transmit the amendment and Resolution 2024-024 to the U.S. Department of Housing and Urban Development (HUD) for approval.
    Funding Source: Receiving Grant to Expend.
    Strategic Goal: A Family-Friendly Community.
    (REQUEST TO HOLD PUBLIC HEARING, ADOPT AND AUTHORIZE)

Consent

11. Minutes Approval (Georgia Elliott)

Request to approve the City Commission meeting minutes of the May 22, 2024 Workshop and June 5, 2024 Regular Meeting.
(REQUEST TO APPROVE)

12. Resolution 2024-029, FDOT and Cornerstone Funding and Landscape Maintenance Agreements (Julie Krolak)

(A) Request to approve Resolution 2024-029 authorizing the appropriate city officials to execute Amendment One to the Landscape/Hardscape Maintenance Memorandum of Agreement (LMMOA) with the Florida Department of Transportation (FDOT) for the design, construction, and maintenance of right-of-way improvements to University Drive, between Sample Road and NW 32nd Street; and authorize City staff to transmit the resolution and agreement to FDOT. (CON24-0007)
Funding Source: No Cost to the City.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE, AUTHORIZE, TRANSMIT)

(B) Request to approve Maintenance Agreement between City of Coral Springs and MCREF III Coral Springs Apartments, LLC for University Drive right-of-way improvements (FDOT Permit No. 2023-L-491-00008). (CON24-0007)
Funding Source: No Cost to the City.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE)

(C) Request to approve Maintenance Agreement between City of Coral Springs and MCREF III Coral Springs Apartments, LLC for University Drive right-of-way improvements (FDOT Permit No. 432066-7-52-01 and 432066-7-52-02). (CON24-0007)
Funding Source: No Cost to the City.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE).

13. Amendment to Appointment Terms, Affordable Housing Advisory Committee (AHAC) (Neirah Sankar)

Request to approve amendment to term dates for previously approved appointments of Affordable Housing Advisory Committee members. (CON24-0006)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community
(REQUEST TO APPROVE)

14. Agreement, Sixth Amendment to the Concession Agreement with Incredible Ice, LLC (Dale Pazdra)

Request to approve the Sixth Amendment to the Concession Agreement with **Incredible Ice, LLC**. Incredible Ice, LLC entered into its original agreement with the City in 1995. The City's Agreement with Incredible Ice, LLC has been amended several times as the needs and objectives of the parties have changed. The most recent amendment occurred February 2020. The proposed Sixth Amendment creates Article 63, entitled "City's Exclusive Use of Vacated Space".
Funding Source: Approved Operating Budget
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

15. GIS Utility Data Cleanup (Stephen Dyer)

Request to approve amendment to the contract awarding additional funding for RFP #23-D-100 for GIS Utility Data Cleanup to **Surveying and Mapping, LLC** of Austin, Texas for project completion in the amount of $287,900 for a new contract total of $394,470.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

16. Sig Sauer Firearms (Chief McKeone)

Request to approve the purchase of Sig Sauer Firearms on a sole source basis to **Dana Safety Supply, Inc**. of Jacksonville, Florida from June 26, 2024 to June 25, 2025 in the not to exceed amount of $200,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

17. Donation from Fiserv Solutions LLC (Chief McKeone)

Request that the City Commission authorize the City Manager to accept a donation from Fiserv Solutions LLC in the amount of $20,000.
Funding Source: Receiving Grant to Expend.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO AUTHORIZE)

18. Aquatic Complex Electrical Equipment Replacement (Robert Hunter)

Request to award the contract for Bid #24-C-260F for Aquatic Complex Electrical Equipment Replacement to **Mills Electric Service, Inc** of Fort Lauderdale, Florida in the amount of $285,900; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

19. Water Supply Well Rehabilitation (John Norris)

Request to renew the contract for Bid #22-B-188F for the Water Supply Well Rehabilitation to **Aquifer Maintenance and Performance Systems, Inc.** of West Palm Beach, Florida from July 31, 2024 through July 30, 2026 with the option to renew for one (1) additional two (2) year renewal; and to authorize the Purchasing Manager to execute and approve the final renewal. The estimated annual expenditure is $250,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

20. Purchase and Installation of Motorola Equipment (Chief McNally)

Request to amend contract for purchase and installation of Motorola Equipment, Item # 22-B-202M, from **Motorola Solutions, Inc.** of Chicago, Illinois utilizing the National Association of State Procurement Officials (NASPO) Contract #43190000-22-NASPO-ACS from April 19, 2023 through December 31, 2026 with the option to renew for one (1) additional two (2) year period.
Funding Source: Approved Grant Funds.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO AMEND)

Policy Formation and Direction

21. Ordinance 2024-109, Second Reading, Live Local Act (LDA24-0002) (Julie Krolak)
Request to approve and adopt on second reading Ordinance 2024-109, amending ArticleXVIII (Live Local Act); providing for conflicts; providing for severability; providing for codification; providing for an effective date. (LDA24-0002)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE, ADOPT)

30. Ordinance 2024-112, Second Reading, Floodplain Regulations (John Norris)*
Request to approve and adopt on second reading Ordinance 2024-112, amending Chapter 2, Article V of the Land Development Code of the City of Coral Springs, entitled "Floodplain Regulations," to update the definition of market value and the date of the flood insurance study and flood insurance rate maps; providing for applicability; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.
Funding Source: Not Applicable.
Strategic Goal: An Active, Healthy Community.
(REQUEST TO APPROVE, ADOPT)

22. Economic Development Incentive Program Grant Agreement (Annie Norris)
Request to award the Economic Development Incentive Program Grant funding for an amount not to exceed $50,000 to 10191 Corp.
Funding Source: Approved Operating Budget.
Strategic Goal: A Thriving, Resilient Business Community.
(REQUEST TO AWARD)

23. Westview Drive Sidewalk Improvements (John Norris)
Request to award the contract for Bid #24-C-235F for Westview Drive Sidewalk Improvements to **FG Construction, LLC** of Tamarac, Florida in the amount of $2,438,497.23; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved ARPA Funds.
Strategic Goal: An Attractive Community.
(REQUEST TO AWARD, AUTHORIZE)

24. Pierce Ladder Truck (Chief McNally)
Request to approve intent to build one Pierce Ladder Truck to **Oshkosh Corporation** of Oshkosh, Wisconsin through their authorized dealer, Ten 8 Fire & Safety, LLC of Bradenton, Florida.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

25. Design/Build of K-9 Facility (Chief McKeone)
Request to award LOI #24-B-164 Design/Build of K-9 Facility to **Anzco, Inc.** of Boca Raton, Florida in the amount of $648,127; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved ARPA Funds.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

26. Appointment, Architectural Review Committee (Julie Krolak)
Request to consider appointment of Anibal Solipa to the Architectural Review Committee. (REQUEST TO APPOINT)

27. Appointments, Environmental Sustainability Committee (Julie Krolak)
(A) Request to consider the appointment of Howard Collash to the Environmental Sustainability Committee. (REQUEST TO APPOINT)
(B) Request to consider the appointment of Nathaniel Pelton to the Environmental Sustainability Committee. (REQUEST TO APPOINT)

28. Appointment, Martin Luther King Jr. Committee (Kathy Reul)
Request to consider the appointment of Kervens Dabresil to the Martin Luther King Jr. Committee. (REQUEST TO APPOINT)

29. Appointments, Nuisance Abatement Board (Chief McKeone)
(A) Request to consider reappointment of Fernan Gaviria to the Nuisance Abatement Board. (REQUEST TO APPOINT)
(B) Request to consider reappointment of Stephen Gibbs to the Nuisance Abatement Board. (REQUEST TO APPOINT)

Commission Communications

City Manager's Communication

City Attorney's Communication

Adjournment

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

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

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

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

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

Decorum to be maintained. In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules

and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

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

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* Item 30: Item added.

Summary Sheet

Agenda Item: 1.

Meeting Date: June 26, 2024

Subject: Recognition, National Parks and Recreation Month (Robert Hunter)

Requested Action: Request that the City Commission recognize the month of July 2024, as "National Parks and Recreation Month" in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Attachments: Certificate

Background / Description: Parks and Recreation programs are an integral part of communities, establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region. These programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens. The City of Coral Springs is fortunate to house numerous parks and natural recreation areas which ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and enjoy the outdoors. We celebrate July as Parks and Recreation Month in the City of Coral Springs and encourage all our residents to take advantage of the beautiful parks and recreational facilities in our community.

Requested By: Staff

Presenting: Robert Hunter

Accepting: Robert Hunter, Director of Parks and Recreation, and Parks and Recreation Staff

Special Recognition

National Parks and Recreation Month 2024

WHEREAS parks and recreation is an integral part of communities throughout this country; and
WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and
WHEREAS parks and recreation encourages physical activities by providing space for sports, hiking trails, swimming pools and other activities designed to promote active lifestyles; and
WHEREAS park and recreation programming and education activities, such as after school programming, youth sports and environmental education, are critical to childhood development; and
WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, and the attraction and retention of businesses; and
WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient to natural disasters and climate change; and
WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature; and
WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and
WHEREAS the City of Coral Springs recognizes the benefits derived from parks and recreation resources.

We, the City Commission, recognize July as Park and Recreation Month in the City of Coral Springs.

Summary Sheet

Agenda Item: 2.

Meeting Date: June 26, 2024

Subject: Recognition, 2023 Police Department Employees of the Year (Chief McKeone)

Requested Action: Request that the City Commission recognize the Supervisor, Officer, and Civilian of the Year for 2023.

Placement: Recognitions/Proclamations/Presentations

Background / Description:

The Coral Springs Police Department has named **Sergeant Eric Jomant** as Supervisor of the Year for 2023:

In 2007, Sgt. Eric Jomant started working for the Coral Springs Police Department as a law enforcement officer. Sgt. Jomant was first given the responsibility of overseeing a patrol squad in 2021 after being promoted to the rank of sergeant. Throughout his career, Sgt. Jomant has continuously shown exceptional leadership and decision-making abilities. Sergeant Jomant was transferred to the K-9 Unit in 2011. His work as a canine handler is additional evidence of his ability to handle significant responsibilities.

Upon assuming the position of BEAR sergeant in 2022, Sgt. Jomant committed himself to maintaining the high standards set by his predecessors and elevating the unit's performance to new heights. He proactively sought opportunities to familiarize himself with the unit's operations, leveraging the expertise of existing personnel and collaborating with other law enforcement agencies, such as the Sheriff's office BAT unit, to gain valuable insights. His proactive approach ensured a seamless transition and sustained success for the BEAR unit.

Recognizing the proactive nature of BEAR detectives in identifying suspects within the city, Sgt. Jomant empowers his team with autonomy while maintaining a keen understanding of each member's strengths and weaknesses. His leadership style fosters excellent working relationships and respect within the unit, characterized by open communication and accountability.

The demanding nature of BEAR unit operations necessitates a flexible schedule, often leading to potential budgetary constraints and morale issues. However, Sgt. Jomant has effectively managed these challenges by balancing operational needs with budgetary constraints and ensuring the well-being of his team members. His efforts have contributed to maintaining high morale within the unit while adhering to budgetary limitations.

Sgt. Jomant's dedication and leadership have been further exemplified through his involvement in various critical incidents. From observing suspicious activity while off duty and participating in surveillance operations to risking his own safety to save a drowning suspect, Sgt. Jomant consistently

demonstrates a commitment to public safety and the well-being of his community.

Moreover, Sgt. Jomant's collaborative approach with the South Florida Task Force and other agencies has fostered excellent working relationships, enhancing the unit's effectiveness in addressing criminal activities across jurisdictions. His proactive stance in coordinating surveillance operations and responding to potential threats underscores his dedication to public safety.

The BEAR unit's numerous successes under Sgt. Jomant's leadership, including significant arrests and interagency cooperation, highlight his invaluable contributions to the department. His consistent efforts in providing intelligence updates and case reviews further demonstrate his commitment to excellence.

To sum up, Sgt. Eric Jomant deserves Supervisor of the Year because of his outstanding leadership, commitment, and cooperative style. His strong leadership qualities and unwavering devotion to public service are demonstrated by his exemplary performance and positive influence inside the department. Sergeant Jomant has been named 2023 Supervisor of the Year due to these factors.

The Coral Springs Police Department has named **Detective Brett Popock** as Officer of the Year for 2023:

Sworn in as a law enforcement officer in February 2014, Detective Brett Popock joined the Coral Springs Police Department in January 2012. Currently, Detective Popock is assigned to the Burglary Enforcement and Reduction Unit (BEAR). Detective Popock’s tasks can vary from drafting a search warrant, to crawling underneath a car to install a tracking device. Detective Popock can be successfully placed in any capacity and is constantly modifying his work schedule to counter new criminal trends. He is a talented detective, a skilled surveillance operator and a phenomenal teammate.

Throughout 2023 Detective Brett Popock worked diligently to help the City of Coral Springs remain a premiere community for people to work, live and raise a family. Because he creates important cases and actively participates in dynamic apprehensions, he is a crucial component of the BEAR Unit. When the BEAR Unit has a specific goal, it wants to achieve, Detective Popock possesses the unique skillset to investigate a crime, formulate an operation, and then execute an apprehension. His versatility and adaptability are two qualities that assist him in effectively completing his assignments, which makes his possibilities at the Coral Springs Police Department endless. Detective Popock’s day-to-day assignments reflect the uniqueness of The BEAR Unit. He is an outstanding team player as he assists his colleagues throughout the department with their investigations, often exceeding expectations. Detective Popock’s performance is always outstanding and his willingness to accept the responsibilities and pressures associated with being a leader is admirable. When taking on a leadership role, Detective Popock can be relied upon to make informed, accurate and safe choices that positively impact everyone involved. In this role, he has the ability to influence and guide others to success. Detective Popock has delivered on his personal goal to become a better detective and leader in 2023.

During his time in The BEAR Unit Detective Popock's experiences have taught him operational procedures and tactical patience that are a tremendous resource in daily operations. When an incident is happening, Detective Popock can frequently be heard over the radio assuming operational leadership and supporting patrol officers in getting the best possible result. When it comes to The BEAR Unit, he takes the initiative to make choices that are critical to the operation's success during investigations and apprehensions. Detective Popock played significant roles in numerous investigations and operations in 2023, and he contributed heavily to the Coral Springs Police Department being able to achieve its 'Goals and Objectives' for the year. Detective Brett Popock is deserving of the Coral Springs Police Department's 2023 Officer of the Year.

The Coral Springs Police Department has named **Senior Crime Analyst Amanda Sinatra** as Civilian of the Year for 2023:

October 12, 2020, marked Amanda Sinatra's start of employment with the Coral Springs Police Department. Amanda is an integral part of our organization, offering insightful analysis of crime trends and proactive research on state-of-the-art analytical tools for law enforcement. Since joining the department, she has always demonstrated her persistent work ethic and dedication.

During the initial five months of 2023, Amanda served as the sole Crime Analyst for the department. Despite the added responsibilities, she never complained and even volunteered to revamp job responsibilities after merging with the Real Time Crime Center. In addition to her primary duties, Amanda took on various administrative tasks, including managing databases like CellHawk, Leads Online, BSO Pics, and CJNet. She also handled systems like JusticeXchange, TLO, LexisNexis, Facelogics, ROCIC, and the FDLE Sex Offender Database.

After completing a demanding six-week Florida Law Enforcement Analyst training, Amanda obtained her state certification in February 2023 as a Crime Analyst. She still helped officers and detectives in the evenings and during breaks, even with the responsibilities of the academy.

Having knowledge of how criminals like to use social media to plan and advertise their activities, Amanda made it a priority to utilize social media on a regular basis to identify suspects and potential crime trends.

Amanda has been a tremendous asset to the Real Time Crime Center, even outside of her position as Senior Crime Analyst. Apart from her assigned duties, she also helps with other jobs like verifying license plate reader hits, updating hot-listed vehicles, giving real-time information during in-progress calls, going over video material, and inspecting Broward County school cameras upon request. Her cooperation with crime analysts from different agencies and expertise with a variety of intelligence software packages improve our agency's capabilities. Amanda's commitment to excellence is a perfect example of her analysis and support for law enforcement.

Amanda is a quiet leader who inspires those she works with by her example of consistently producing outstanding work. Amanda has been honored as the 2023 Civilian of the Year because to these reasons.

Presenting: Mayor Scott Brook

Accepting: Sergeant Eric Jomant, Detective Brett Popock, Senior Crime Analyst Amanda Sinatra

Summary Sheet

Agenda Item: 3.

Meeting Date: June 26, 2024

Subject: Recognition, 2023 Fire Department Employees of the Year (Chief McNally)

Requested Action: Request that the City Commission recognize the 2023 Fire Department "Employees of the Year".

Placement: Recognitions/Proclamations/Presentations

Background / Description:

Fire Explorer of the Year – Joseph Botting

Joseph Botting has been with the Coral Springs Fire Explorer program since May 2021. Joseph sets the standard for what may be an underrated and underappreciated trait: consistency. Joseph shows up to every meeting and every detail, actively learning as much as he can about the fire service, through Fire and EMS skills that are practiced every other week.

Some join the Explorers as more of means to obtain service hours and meet the minimum attendance requirements to remain in the program. Joseph though, has shown a deeper commitment - competing in our Fire Explorer competitions every year, helping other Explorers prepare for their probationary exam, and helping them practice fireground skills. He does this while attending school and maintaining a job as a lifeguard at the Coral Springs Aquatic Center. Joseph's dedication since he joined the program earned him a promotion to lieutenant in 2022, and Captain in 2023 and tonight we proudly recognize him as our 2023 Fire Explorer of the Year.

Fire Instructor of the Year – Aaron Hyde

Our Fire Instructor of the year is Aaron Hyde. Nominated by four separate individuals, Aaron teaches Minimum Standards, but also continuing education classes for those who are already firefighters. His First Due Engine Operations Class and Fellowship classes are known statewide for being the best. Comments from his students include:

"He has personally motivated me to be a better fireman, and to train others."

"He is the kind of instructor that students and firefighters strive to be like."

He gives students a foundation of firefighting skills and knowledge that can't be obtained at any other fire academy. He is one of the most passionate, knowledgeable and humble instructors, and has devoted countless hours to provide one-on-one time with students to help them strengthen their skills and master their craft. He exemplifies the phrase "Don't practice until you get it right – practice until you can't get it wrong."

Aaron has also created a number of props to help create the most realistic and effective scenarios. He has helped develop dozens of officers, and his expert training has created a ripple effect in our department by improving the skill level of everyone that has learned from him directly – or from someone he taught. His training scenarios are realistic and relevant and allow students to practice the skills they need to serve their community. He is a role model who demonstrates firsthand that regardless of where

you are in your career, it is imperative to keep training, and improve your skills. Aaron is a leader with a tremendous work ethic, and well deserving of being selected as **Fire Instructor of the Year.**

Civilian Employee of the Year – Kim Matz

Also receiving multiple nominations is our Civilian Employee of the Year, Kim Matz. Kim takes pride in helping others when she can and seeks out opportunities to do so. After the move to our new building, Kim was tasked with many additional responsibilities, and has gone above and beyond to meet all the requests given to her. She always has a positive attitude and never says no to a project or task. She has excellent time management skills, goes out of her way to create a fun and cheerful work environment, and always makes time for anyone who needs her help.

Kim works tirelessly handling logistical issues, administrative functions such as staffing, and managing Crew Sense, which in itself is a complex program. Her eagerness to help and her attention to detail make her an excellent example for others to follow, and she does all this as a part-time employee.

In addition to her regular duties, Kim has assisted the Fire Explorer post in many ways this past year, ensuring that the logistical needs of the post are met, and helping to obtain much needed equipment including helmets, boots, and gloves. She also assisted with the Explorer uniform and equipment SOP, helping to standardize the process for requesting these items. For her dedication to the department, her commitment and willingness to help everyone who needs it, and her continued accomplishments with all she does, Kim Matz is our **Civilian Employee of the Year.**

Supervisor of the Year – Alexander del Castillo

For two years in a row now, numerous members have been nominated for Supervisor of the Year, a testament to the extremely high caliber of the officers of this department. And for two years now, Alex del Castillo was one of those nominees, a further testament to his continued actions and achievements as a leader.

Alex has excelled in his role as lieutenant, involved in department training, extracurricular activities with other members, and continuously attending external training classes to better himself, but also to bring back what he's learned to his crew in what is always a positive learning environment.

Alex took the initiative to establish and lead the department's first ever Rapid Intervention Team, working through financial and logistical issues to make it happen. As a supervisor, he is knowledgeable, supportive, fair, and encourages training and learning so that others can hone their craft as well and serve the community at the highest level. In doing so, Alex is helping to prepare the future leaders of the department, showing every day how choosing to have an impact, can help others to grow and succeed. Alex del Castillo is certain to be an impactful leader for years to come, and he is our selection for **Supervisor of the Year.**

Firefighter of the Year – Jason Black

Lastly, our 2023 Firefighter of the Year is Firefighter Paramedic Jason Black. Also nominated for the second year in a row, and receiving several nominations, Jason continues to be a trustworthy, highly competent firefighter who adheres to ethical principles that reflect the highest standards of this organization. Described as confident, assertive, forthright, but also poised and humble, Jason is at the root of his team's success. Jason gives 100% no matter the circumstances, promotes a powerful team dynamic, and simply makes everyone's day better.

Jason has participated in the department's peer fitness team, focus groups to research new equipment, and is a source of knowledge and experience for our newer members. He leads by example and is a mentor to others, having a natural ability to communicate intelligently and professionally, yet he is also not afraid to ask questions or admit when he doesn't know something. He is always ready and eager to learn new skills or tactics and shows his love and passion for this job each and every shift. Jason is as skilled handling all physical aspects of emergency scenes as he is just listening to a patient's needs and does so with a calm demeanor and utmost professionalism.

What makes Jason special is that he doesn't think he is – he will play down any accolades give him, saying he is "just doing his job" but it is this attitude of always doing what's right simply because it's the right thing to do, that makes him extraordinary. It is for these reasons and others, that Jason Black is our 2023 **Firefighter of the Year.**

Presenting: Mayor Scott Brook

Accepting: Joseph Botting, Fire Explorer of the Year
Aaron Hyde, Fire Instructor of the Year
Kimberly Matz, Civilian Employee of the Year
Alexander del Castillo, Supervisor of the Year
Jason Black, Firefighter of the Year - Unable to Attend

Summary Sheet

Agenda Item: 4.

Meeting Date: June 26, 2024

Subject: Recognition, Kelley Shanley (Vice Mayor Cerra)

Requested Action: Request that the City Commission recognize Kelley Shanley for his outstanding contributions to the arts and the broader community.

Placement: Recognitions/Proclamations/Presentations

Background / Description: After nearly 25 years at the Broward Center for the Performing Arts, including 14 years at the helm as president and CEO, the 2023-2024 arts season has been Kelley Shanley's last season. Shanley is a resident of Coral Springs, and before becoming the CEO of the Broward Center for the Performing Arts, he served as the General Manager of the Coral Springs Center for the Arts.

Shanley has been widely recognized for his impact in South Florida. In 2020, he was honored with the George Abbott Award for Outstanding Achievement in the Arts from the Carbonell Awards, which recognizes an individual or team that has contributed significantly to the artistic and cultural development of the region. In 2018, Shanley was named Downtowner of the Year by the Downtown Council of the Greater Fort Lauderdale Chamber of Commerce which honors individuals who have continually demonstrated strong leadership, direction, and community involvement within the city. He was commended for working tirelessly to enhance the impact of the arts. Riverwalk Fort Lauderdale honored him for his role in the growth and development of Riverwalk Park and downtown Fort Lauderdale. He significantly contributed to the Riverwalk's activation and enhancement through his service and dedication as a past chair of Riverwalk Trust, enriching the community culturally and aesthetically. He was also recognized with top leadership awards from the South Florida Business Journal and Leadership Broward Foundation.

The Broward Center has consistently earned a spot among the top ten theaters in the country from leading industry publication, Pollstar, based on audience attendance. In 2020, the Broward Center received a prestigious nomination for Theater of the Decade from Pollstar, an accolade that Shanley is most proud of because of what the nomination says about the organization. In addition to box office success, the criteria include superior talent booking, effective promotion, quality production values and staff and providing an exemplary experience for fans and artists.

In addition to driving economic development through the arts, with a thriving Broadway series, several Partners in the Arts whose programming brings dynamism to the stages, and entertainment series that range from comedy to jazz to classical to kids' programming, Shanley has shown a willingness to bring new art forms to the forefront. He has also focused on arts in education, inclusion, and engagement during his tenure. This commitment has brought initiatives such as Arts Access, Arts for Action, and a Sensory-Inclusive Series to the Broward Center and its affiliated venues. These initiatives have been guided by input from the community to ensure that the Center reflected and engaged those it serves.

Requested By: Vice Mayor Cerra

Presenting: Vice Mayor Cerra

Accepting: Kelley Shanley, Past President and CEO
Broward Center for the Performing Arts

Summary Sheet

Agenda Item: 5.

Meeting Date: June 26, 2024

Subject: Recognition, Makell Jolly (Commissioner Bowen)

Requested Action: Request that the City Commission recognize Makell Jolly for being the 2024 President's Education Awards Program of Educational Excellence recipient.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Founded in 1983, the President's Education Awards Program (PEAP) honors graduating elementary, middle, and high school students for their achievement and hard work. The program has provided individual recognition from the President and the U.S. Secretary of Education to those students whose outstanding efforts have enabled them to meet challenging standards of excellence. Each year, thousands of elementary, middle, and high schools participate by recognizing deserving students.

Ramblewood Middle School eighth grader Makell Jolly is the recipient of the 2024 President's Education Awards Program of Educational Excellence. His accomplishments have earned him this distinction. He earned a 3.5 GPA and consistently masters state testing. Makell's love for robotics and Science, Technology, Engineering and Mathematics (STEM) expands to volunteering in the community for Dibia DREAM, which promotes STEM education, health and wellness, financial literacy, and mentorship. He and his brothers dedicated their time to the community by building robotics and cars. At Ramblewood Middle School, he's part of the robotics magnet program, where he recently came in third place in the rocket launch project.

Requested By: Commissioner Bowen

Presenting: Commissioner Bowen

Accepting: Makell Jolly, 8th grader
Ramblewood Middle School

Summary Sheet

Agenda Item: 6.

Meeting Date: June 26, 2024

Subject: 2023 Annual Comprehensive Financial Report (Kim Moskowitz)

Requested Action:

Request to accept the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2023.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO ACCEPT)

Funding Source: Not Applicable

Placement: Recognitions/Proclamations/Presentations

Attachments: Summary Sheet
#1 = Annual Comprehensive Financial Report
#2 - Communications from RSM US LLP

Background / Description:

At the request of the City Commission, the City's external auditors, RSM US LLP, have completed their audit of the City's Basic Financial Statements for the year ended September 30, 2023. The following information highlights the significant information contained in the Report.

The City's financial statements include the *Basic Financial Statements* and *Management's Discussion and Analysis for State and Local Governments* using the accrual basis of accounting and the modified accrual basis of accounting. These statements are in addition to statements the City also prepares on a fund level. The following table represents the City's Net Position on a Government-wide (consolidated level) as of September 30, 2023:

	Governmental Activities	Business Type Activities
Net investment in capital assets	$135,880,415	$50,499,652
Restricted for:		
Fire Safety	4,877,386	0
Charter School Operations	2,465,700	0
Law Enforcement	3,425,309	0

Public Art	1,715,663	0
Physical environment	820,987	0
Affordable housing	535,233	0
Impact Fees	0	2,857,063
Net pension asset	4,161,631	0
Capital projects	2,819,712	0
Unrestricted	76,760,452	24,798,993
Total net position	$233,462,488	$78,155,708

Governmental Activities include the General, Debt Service, Special Revenue, Capital Projects, and Internal Service Funds while the Water and Sewer Fund, the Stormwater Fund and the Solid Waste Fund are Business–Type Activities.

Please note that the unrestricted net position in the Governmental and Business-Type Activities include funds that are allocated in accordance with the City's financial policies.

General Fund

The following table details the Committed and Assigned fund balances within the General Fund:

Committed to:	
Stabilization Fund	$31,990,104
Assigned to:	
Computer replacement program	3,170,999
Facilities replacement program	2,182,036
Parks replacement program	5,010,861
Subsequent years' expenditures	1,500,000
Capital Projects	10,546,530
	$54,400,530

Together, the Committed and Assigned fund balance at September 30, 2023, represents approximately 34% of the Fiscal Year 2024 General Fund budgeted expenditures less capital. The Stabilization Fund represents 20% of the Fiscal Year 2024 General Fund budgeted expenditures less capital in accordance with the City's financial policies.

Comments & Recommendations on Internal Control

As part of the City's annual audit, our independent auditors, RSM US LLP, reviewed the City's internal control structure to determine the appropriate auditing procedures for the purpose of expressing an opinion on the general-purpose financial statements. This internal control review is a requirement of the auditing function performed by a Certified Public Accountant.

Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the evaluation of costs and benefits requires estimates and judgments by management.

The auditors did not identify any deficiencies in the City's internal controls over financial reporting that would result in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

Presenting: Kim Moskowitz

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT:	2023 Annual Comprehensive Financial Report
PLACEMENT:	Policy
REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)	Request to accept the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2023. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO ACCEPT)
ATTACHMENTS:	#1 – Annual Comprehensive Financial Report #2 – Communications from RSM US LLP

DESCRIPTION/BACKGROUND:

At the request of the City Commission, the City's external auditors, RSM US LLP, have completed their audit of the City's Basic Financial Statements for the year ended September 30, 2023. The following information highlights the significant information contained in the Report.

The City's financial statements include the *Basic Financial Statements* and *Management's Discussion and Analysis for State and Local Governments* using the accrual basis of accounting and the modified accrual basis of accounting. These statements are in addition to statements the City also prepares on a fund level. The following table represents the City's Net Position on a Government-wide (consolidated level) as of September 30, 2023:

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Restricted for:		
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Net pension asset	4,161,631	0
Capital projects	2,819,712	0
Unrestricted	76,760,452	24,798,993
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	$54,400,530

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The auditors did not identify any deficiencies in the City's internal controls over financial reporting that would result in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

City of Coral Springs, Florida

Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2023

PREPARED BY

THE DEPARTMENT OF FINANCIAL SERVICES

CITY OF CORAL SPRINGS, FLORIDA

Annual Comprehensive Financial Report

Fiscal year ended September 30, 2023

PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES
DIRECTOR OF FINANCIAL SERVICES…..KIM MOSKOWITZ
ASSISTANT DIRECTOR OF FINANCIAL SERVICES…..MELISA GUERIN

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CITY OF CORAL SPRINGS, FLORIDA

COMMISSION-MANAGER FORM OF GOVERNMENT

CITY COMMISSION

MAYOR	SCOTT BROOK
VICE MAYOR	SHAWN CERRA
COMMISSIONER	JOY CARTER
COMMISSIONER	JOSHUA SIMMONS
COMMISSIONER	NANCY METAYER BOWEN

CITY MANAGER

FRANK BABINEC

CITY ATTORNEY	JOHN J. HEARN
CITY CLERK	GEORGIA ELLIOTT

FINANCIAL SERVICES

DIRECTOR OF FINANCIAL SERVICES	KIM MOSKOWITZ
ASSISTANT DIRECTOR OF FINANCIAL SERVICES	MELISA GUERIN

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June 24, 2024

Honorable Mayor,
City Commissioners, City Manager and Citizens
City of Coral Springs, Florida

I am pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of Coral Springs, Florida (the "City"), for the fiscal year ended September 30, 2023. Both state law and local ordinances require that the City issue annually a report on its financial position and activities, and that an independent firm of certified public accountants audit this report.

Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the City. The City operates under a system of accounting internal controls that are concerned with the safeguarding of assets and the reliability of financial records. The definition of accounting control assumes reasonable, but not absolute, assurance that the objectives expressed in it will be accomplished by the system. The concept of reasonable assurance recognizes that the cost of internal control should not exceed the benefits expected to be derived.

RSM US LLP, independent auditors, has issued an unmodified opinion on the City of Coral Springs' financial statements for the fiscal year ended September 30, 2023. The independent auditors' report is located at the front of the financial section of this report.

As a recipient of federal, state, and county financial assistance, the City is subject to an annual single audit in conformity with the provisions of the Office of Management and Budget (OMB) issued Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance or Guidance), and Chapter 10.550, Rules of the Auditor General of the State of Florida. Information related to the Single Audit, including the schedule of expenditures of federal awards and state financial assistance, findings and recommendations, and auditors' reports on the internal control and compliance with applicable laws and regulations, are included in the Single Audit section.

Generally Accepted Accounting Principles (GAAP) requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of *Management's Discussion and Analysis (MD&A)*. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors' report.

Profile of the City

The City was incorporated on July 10, 1963, and is located in northwestern Broward County, Florida. It encompasses 23.93 square miles and has a population of approximately 134,000, making it the fifth-largest city in Broward County. The City operates under a Commission-Manager form of government, including five elected officials (the Mayor and four Commissioners). The Mayor is elected at-large on a non-partisan basis for a two-year term. The Commissioners are elected at-large on a non-partisan basis for four-year terms. The City Commission determines policy, adopts legislation, and approves the City's annual budget. The City Commission also appoints the City Manager who, as the Chief Administrative Officer, is charged with the responsibility of enforcing all ordinances and resolutions passed by the City Commission.

The City provides the following full range of municipal services authorized by its Charter: public safety, streets, sanitation, stormwater, culture, education through its Charter School, recreation, public improvements, planning and zoning, water and sewer, and general administrative services.

This report includes all the funds of the City. The City has one component unit, the Community Redevelopment Agency ("CRA"), which is shown as a separate discrete component unit.

The City maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual budget adopted by the City Commission. Activities of the General Fund, Fire Fund, Charter School Fund, Debt Service Fund, Museum of Art Fund, Public Art Fund, Water and Sewer Fund, Stormwater Fund and Solid Waste Fund are included in the annual budget. Project-length financial plans are adopted for the Capital Projects Funds and the Special Revenue Grants Fund. The legal level of control (the level at which actual expenditures and transfers out cannot legally exceed the "budget" appropriations) is maintained at the fund level. The City also maintains an encumbrance accounting system as one method of maintaining budgetary control. Encumbered accounts lapse at year-end for the General Fund and Special Revenue Funds.

Local Economy

Historic inflation rates, supply chain disruptions, labor shortages, and transportation delays continue to impact municipal operations and the economy. However, business and community indicators are improving. The tax base is growing because of new commercial entities as well as key residential development projects currently underway. The City has recovered to the pre-recession level in 2008. The City's total taxable assessed values, after value board adjustments, have reached a new high.

A key component to building a stronger, more vibrant future for the City of Coral Springs is the expansion of the commercial tax base. The City works diligently on business retention, attracting new businesses, and developing a retail strategy to diversify the tax base and increase property values of our community.

Coral Springs is home to over 6,000 active businesses ranging from the self-employed to major corporate headquarters. The City has a strong industry base in the financial and professional services sector, especially in fintech and insurtech. Logistics, distribution, and healthcare/life sciences are strong sectors as well.

Major retailers and businesses are investing in Coral Springs. Ramblewood Square recently reopened the redesigned Publix following major renovations. Within the commercial sector, CTS Engines and the Osprey Logistics Park opened in the 442-acre Coral Springs Commerce Park. As for retail and restaurants, Divieto's, Saiko-I, Livello, and Grabd Craze launched in Coral Springs. Several local businesses expanded, including Office Evolution, Friends & Family Spinal Care, and Bright Pink Agency.

The City's commitment to the redevelopment of Downtown Coral Springs continues with all three corners currently undergoing construction or site development. Modera at Cornerstone welcomed its first residents in July 2023. The north block of Cornerstone is under construction with a completion date of summer 2025. Gary Rack's Farmhouse, Rumble Boxing, and Mitch's Downtown Bagel Café have all signed on for the development. The northwest quadrant of the city's downtown, known as City Village has been sold to Amera Downtown Development Company for the proposed development of grocery, retail, restaurants, and entertainment. The northeast corner is also a mixed-use project. The three projects within the downtown area will enhance the tax base in the city as well as the quality of life and sense of place for residents, businesses, and visitors.

With a healthy housing market, new residential development underway, and an energized commercial sector, developing, growing, and further diversifying the economic base will provide a more solid foundation to withstand future economic downturns.

Long-Term Financial Planning and Relevant Financial Policies

The City continues to plan for short-term and long-term financial situations. The current financial planning has proven resourceful in identifying emerging issues that may affect the ability to provide the level and type of service the community has come to expect. The City continues moving toward the improvement of existing infrastructure and meeting operational cost increases. The City's financial status remains positive with the high investment grade "AAA" bond ratings with Fitch and Standard & Poor's. The City does not currently maintain a rating with Moody's rating agency since the City no longer has any outstanding bonds rated by Moody's at this time.

The budget team prepared for fiscal year 2024 by monitoring how the county, state, and nation have been performing economically. According to the Office of Economic and Demographic Research (EDR), Florida is expected to see a slight decline in revenue growth during fiscal year 2024, though previously forecasted recessions failed to materialize. Coral Springs is vigilant and conservative in forecasting for revenue projections, protecting the downside risk.

Real gross domestic product (GDP) increased 2.5% in 2023. The increase in real GDP in 2023 primarily reflected increases in consumer spending, nonresidential fixed investment, state and local government spending, exports, and federal government spending that were partly offset by decreases in residential fixed investment and inventory investment. Imports decreased. The Federal Reserve Board projects GDP to grow at a 1.1% increase in 2024. Bringing inflation back to 2% will likely require a period of below-trend growth and some softening of labor market conditions as financial conditions continue to tighten.

Continued economic recovery can be seen in Florida's unemployment rate of 3.3% as of March 2024. Florida's unemployment rate remains below the national rate of 3.9%. The labor market continues to be very tight, with robust job gains and the unemployment rate near historically low levels, though nominal wage growth has shown some signs of easing and job vacancies have declined.

According to US Census data, Florida's population grew by 2.69 million or 14.1% between 2010 and 2020 and is expected to continue the trend of higher median home prices and lower inventories of existing homes. The City of Coral Springs continues to experience an increase in population count, emphasizing growth through relocation and expansion.

Major Initiatives

To maintain financial sustainability, the City utilizes a five-year forecast to reshape the financial trajectory to identify a plan to fund upcoming costs and long-term liabilities. This is achieved by continued discipline to make long term financial decisions, controlling the growth of expenditures, forecast modeling with various optimal and dismal scenarios, and adhering to the financial and investment policies for all City funds.

The City has experienced the highest total taxable assessed value in the last dozen years. This increase has enabled the postponement of the projected millage rate increases in the five-year forecast. The postponement of future millage increases still enables the City to maintain existing infrastructure, increase funding for replacement plans, and enhance the programming and aesthetics of the City.

Upcoming initiatives address infrastructure improvements and rising operational costs from inflation while leveraging Federal and State public assistance grants such as the American Rescue Plan Act (ARPA), legislative appropriations, and other grant opportunities.

The City of Coral Springs continues to allocate the ARPA funding. To date, the city has completed 21 of the identified ARPA projects with 16 remaining to be completed by 2026. The projects outstanding are larger in scale and include sidewalk replacements, the installation of a broadband fiber loop, and infrastructure (roof and HVAC) improvements.

Funding provided through the American Rescue Plan is enabling the City to invest in community projects including the conceptualization of the Everglades Loop, installation of a Broadband Fiber Loop to provide coverage to all existing City facilities and several City parks, repairs and replacements to the Aquatic Center pool deck for continued safe use while updating the space for our patrons, maintenance of aesthetics through roadway resurfacing and sidewalk improvements, the addition of a K-9 facility built on existing land at the Coral Springs Training Facility, and increasing space at Kiwanis Park to add more senior programming opportunities.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Coral Springs for its comprehensive annual financial report for the fiscal year ended September 30, 2022. This was the forty-fourth consecutive year the City has received this prestigious award. To be awarded a Certificate of Achievement, the City must publish an easily readable and efficiently organized annual comprehensive annual financial report (ACFR). This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year. We believe that our current ACFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA Award for Distinguished Budget Presentation for the City's budget for the fiscal year ended September 30, 2022. It was the thirty-second consecutive year the City received the award for the document, which serves as the City's primary fiscal policy document.

The preparation of this report would not have been possible without the efficient and dedicated service of the entire staff of the Department of Financial Services. Appreciation is also extended to all employees throughout the City who assisted and contributed to the preparation of this report. In closing, due credit should also be given to the City Commission and City Management for their interest and support in planning and conducting the operations of the City in a responsible and progressive manner.

Respectfully submitted,

Director of Financial Services

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Coral Springs
Florida

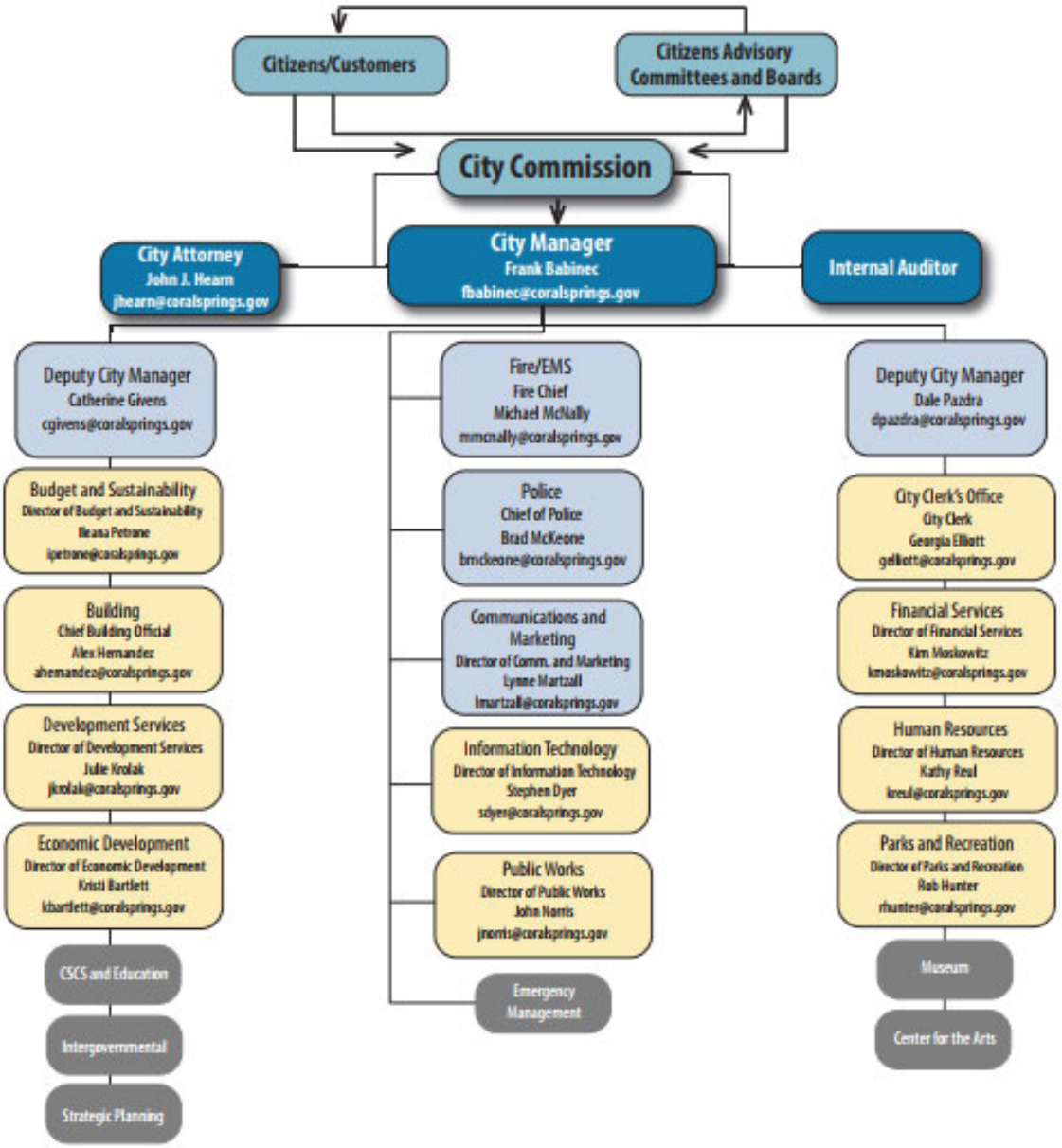
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

City of Coral Springs Organization Chart



CITY OF CORAL SPRINGS, FLORIDA

List of Principal Officials

September 30, 2023

Title	Name
Mayor	Scott Brook
Vice Mayor	Shawn Cerra
Commissioner	Joy Carter
Commissioner	Nancy Metayer Bowen
Commissioner	Joshua Simmons
City Manager	Frank Babinec
Deputy City Manager	Catherine Givens
Deputy City Manager	Dale Pazdra
City Attorney	John J. Hearn
City Clerk	Georgia Elliott
Director of Budget and Sustainability	Ileana Petrone
Director of Building	Alex Hernandez
Director of Communications and Marketing	Lynne Martzell
Director of Development Services	Julie Krolak
Director of Economic Development	Kristi Bartlett
Director of Financial Services	Kim Moskowitz
Director of Human Resources	Kathy Reul
Director of Information Technology	Stephen Dyer
Director of Parks and Recreation	Robert Hunter
Director of Public Works	John Norris
Police Chief	Brad McKeone
Fire Chief	Michael McNally

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Independent Auditor's Report

Honorable Mayor and Members of the City Commission
City of Coral Springs, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Coral Springs, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 18 to the financial statements, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA), as of October 1, 2022. As a result, beginning right-of-use SBITA asset and SBITA liability balances were restated. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information and other post-employment benefits and pension related schedules as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The identify accompanying supplementary information such as the combining and individual nonmajor fund financial statements, schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and schedule of expenditures of state financial assistance, as required by Chapter 10.550, *Rules of the Auditor General* of the State of Florida are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information
Management is responsible for the other information included in the Annual Comprehensive Financial Report . The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

RSM US LLP

Fort Lauderdale, Florida
June 24, 2024

CORAL SPRINGS
EVERYTHING UNDER THE SUN

As management of the City of Coral Springs, Florida (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. Since the management's discussion and analysis ("MD&A") is designed to focus on the current year's activities, resulting changes and current known facts, please read it in conjunction with the transmittal letter and the City's financial statements.

Financial Highlights

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of fiscal year 2023 by approximately $311,618,000 (net position). Of this amount, approximately $101,559,000 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by approximately $48,499,000 or 18.4% in comparison to the prior year. The net increase was a result of an increase in governmental activities of $43,485,000 and an increase in the business-type activities of $5,014,000. The City's net position increased as a result of this year's operations.
- At the end of the current fiscal year, fund balance for the General Fund was approximately $57,711,000 or 42.1% of total General Fund expenditures. Of this balance, $31,990,000 has been committed to the City's stabilization fund, $3,171,000 has been assigned to the computer replacement program, $2,182,000 has been assigned to facilities replacement, $5,011,000 has been assigned to parks replacement, $1,500,000 has been assigned to subsequent years' expenditures, $10,547,000 has been assigned to fund future capital projects, $1,075,000 is classified as nonspendable and $2,235,000 is classified as unassigned.
- The City's business-type activities reported total net position of approximately $78,156,000, which is a $5.0 million or 7% increase in comparison to the prior year net position. Approximately $24,799,000 or 31.7% is unrestricted and may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total debt, before premiums, decreased by approximately $11.4 million or 10.9%. This decrease was due to current year principal payments.

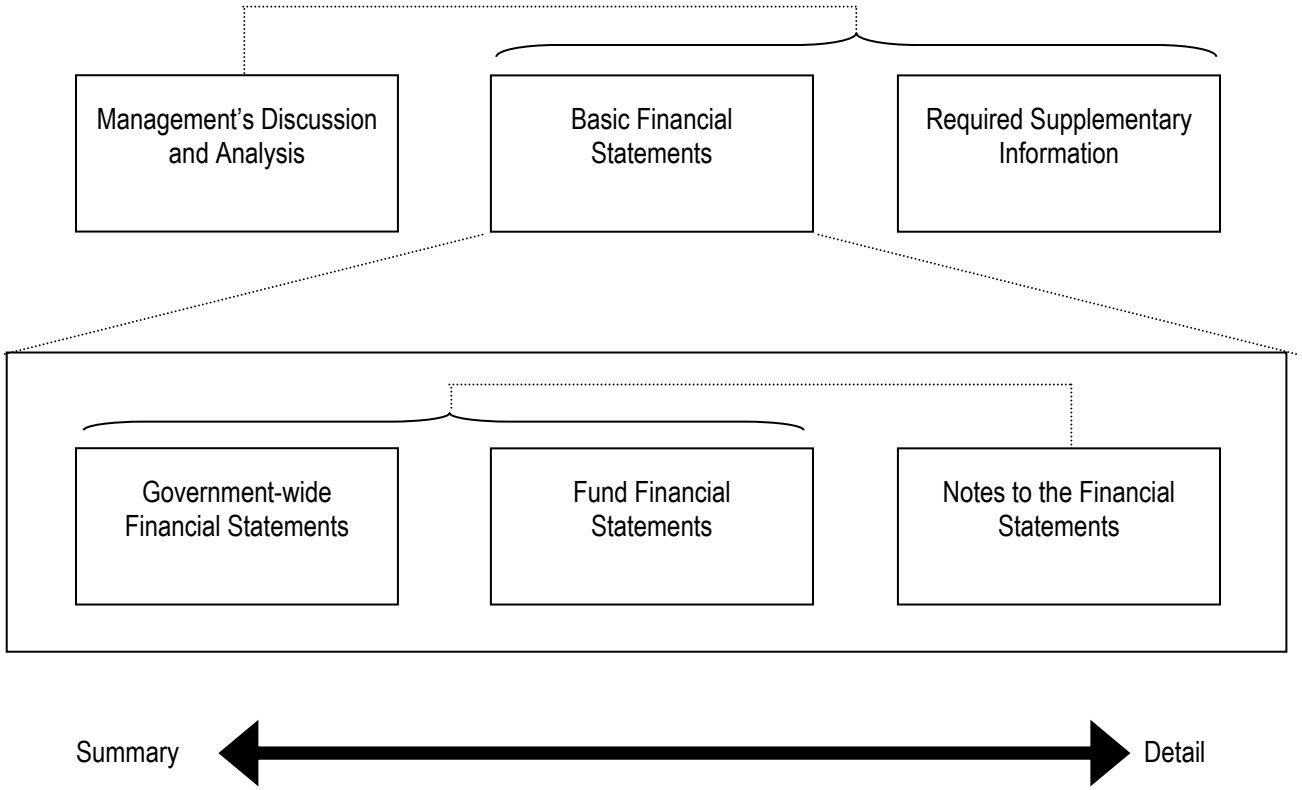
Overview of the Financial Statements

This financial section of the annual comprehensive financial report consists of the following: independent auditor's report, management's discussion and analysis (this section), the basic financial statements, required supplementary information and a section that presents combining and individual fund statements and schedules. The basic financial statements include the following two kinds of statements that present different views of the City:

- Within the government-wide financial statements, there are two statements that provide both long-term and short-term information about the City's overall financial status.
- The fund financial statements focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements.
    - The Governmental Fund statements tell how general government services, such as public safety, were financed in the short-term, as well as what remains for future spending.
    - Proprietary Fund statements offer short-term and long-term financial information about the activities within the government that operate like a business, such as the water and sewer utility operations.
    - Fiduciary Fund statements provide information about the financial relationships in which the City acts solely as a trustee or agent for the benefit of others, to whom the resources in question belong (such as the retirement plans for the City's employees).

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information that explains and supports the information in the financial statements. The figure below shows how the required parts of this annual report are arranged and relate to one another. In addition to these required elements, we have included a section with combining statements that provide details about nonmajor governmental and proprietary funds, each of which are added together and presented in a single column in the basic financial statements. Combining statements are also presented for the Fiduciary Funds. Individual Internal Service Funds statements are also included, reflecting balances prior to their elimination from the government-wide financial statements, to avoid a "doubling-up" effect within the governmental and business-type activities columns of said statements.

Required Components of the
City's Annual Comprehensive Financial Report



Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets/deferred outflows and liabilities/deferred inflows with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenue and expenses are reported in this statement from some items that will only result in cash flows in future fiscal periods (for example, uncollected taxes and compensated absences).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, police, fire, parks and recreation, public works, development services, educational and cultural programs and conference center. The business-type activities of the City include water and sewer utility services, stormwater services and solid waste services.

The government-wide financial statements include not only the City (the primary government), but also the Community Redevelopment Agency ("CRA"). Financial information for the CRA component unit is discretely presented and is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the primary government.

In addition, the City has three separate single-employer defined benefit plans, an Other Post-Employment Benefits (OPEB) Trust Fund, eight defined contribution plans for general employees and City management under contract with the Mission Square, for which the City acts as an agent for participants, and a defined contribution plan for City commissioners. The pension plans are reported as Fiduciary Funds in the fund financial statements of this report but are not included in the government-wide statements.

Fund Financial Statements

A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. These statements focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. The Governmental Fund balance sheet and the Governmental Fund statement of revenue, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains several individual governmental funds. Information is presented separately in the Governmental Fund balance sheet and in the Governmental Fund statement of revenue, expenditures and changes in fund balances for the General Fund, the Fire Fund, the American Rescue Plan Fund and the Capital Projects Fund which are major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the Combining and Individual Fund Statements and Schedules section.

Proprietary Funds

The City maintains the following two different types of proprietary funds:

- Enterprise Funds – These funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses Enterprise Funds to account for its water and sewer, stormwater, and solid waste operations.
- Internal Service Funds – These funds are used to accumulate and allocate costs internally among the City's various functions. The City uses Internal Service Funds to account for its self-insurance and equipment services operations. Because both services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary Funds provide the same type of information as the government-wide financial statements, only in more detail. Internal Services Funds are aggregated and presented in a single column. A statement of cash flows is presented at the fund financial statement level for Proprietary Funds, but no equivalent statement is presented in the government-wide financial statements for either governmental activities or business-type activities.

Fiduciary Funds

Fiduciary Funds are used to account for resources held for the benefit of parties outside the City. Fiduciary Funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for Fiduciary Funds is much like that used for Proprietary Funds.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its employees. This section also includes a comparison between the City's General Fund's adopted and final budget and actual financial results. Although the City adopts an annual appropriated budget for its General Fund, Fire Special Revenue Fund, Charter School Special Revenue Fund, Museum of Art Special Revenue Fund, Public Arts Special Revenue Fund, Debt Service Fund, Internal Service Funds and Enterprise Funds, a budgetary comparison schedule has been provided only for the General Fund and Fire Special Revenue Fund in this section. The budgetary comparison schedules for the other funds can be found in the supplementary information section of the ACFR.

Combining and individual fund statements referred to earlier in connection with nonmajor governmental funds, proprietary funds and fiduciary funds are presented immediately following the required supplementary information.

Government-wide Financial Analysis

The two government-wide financial statements report the City's net position and how it has changed. Net position—the difference between the City's assets and deferred outflows and the City's liabilities and deferred inflows—is one way to measure the City's financial health and position. There are six basic transactions that will affect the comparability of the Statement of Net Position summary presentation as reflected below:

1. **Net results of activities** could impact (increase/decrease) current assets and unrestricted net position.

2. **Borrowing for capital** will increase noncurrent assets and long-term debt.

3. **Spending borrowed proceeds on new capital assets** will reduce noncurrent assets and increase capital assets.

4. **Spending of nonborrowed current assets on new capital assets** will reduce current assets and increase capital assets and will reduce unrestricted net position and increase net investment in capital assets.

5. **Principal payment on debt** will reduce current assets and reduce long-term debt and reduce unrestricted net position and increase net investment in capital assets.

6. **Reduction of capital assets through depreciation** will reduce capital assets and net investment in capital assets.

Summary Statement of Net Position

The following schedule presents a Summary Statement of Net Position of the City as of September 30, 2023 and 2022:

Summary Statement of Net Position
September 30, 2023 and 2022

	Governmental Activities		Business-Type Activities		Total	Total
	2023	2022	**2023**	2022	**2023**	2022
Current and other assets	**$ 213,940,267**	$ 214,319,143	**$ 34,799,825**	$ 32,343,596	**$ 248,740,092**	$ 246,662,739
Capital and right-to-use assets	**219,358,822**	217,777,508	**62,898,313**	61,916,542	**282,257,135**	279,694,050
Total assets	**433,299,089**	432,096,651	**97,698,138**	94,260,138	**530,997,227**	526,356,789
Deferred outflows of resources	**102,485,599**	40,261,980	**512,268**	539,289	**102,997,867**	40,801,269
Long-term liabilities outstanding	**200,487,801**	139,996,301	**14,322,833**	16,491,121	**214,810,634**	156,487,422
Other liabilities	**32,959,659**	36,647,830	**4,982,330**	4,790,337	**37,941,989**	41,438,167
Total liabilities	**233,447,460**	176,644,131	**19,305,163**	21,281,458	**252,752,623**	197,925,589
Deferred inflows of resources	**68,874,740**	105,736,613	**749,535**	376,715	**69,624,275**	106,113,328
Net position:						
Net investment in capital assets	**135,880,415**	125,086,762	**50,499,652**	47,910,363	**186,380,067**	172,997,125
Restricted	**20,821,621**	46,606,029	**2,857,063**	1,764,486	**23,678,684**	48,370,515
Unrestricted	**76,760,452**	18,285,096	**24,798,993**	23,466,405	**101,559,445**	41,751,501
Total net position	**$ 233,462,488**	$ 189,977,887	**$ 78,155,708**	$ 73,141,254	**$ 311,618,196**	$ 263,119,141

* In fiscal year 2023, the City implemented GASB 96, *Subscription-Based Information Technology Arrangements*. See Note 18 for further information.

The total net position of the City increased in fiscal year 2023. Over time, net position may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $312.0 million. The total net position of the City increased by $48.5 million or approximately 18.4% from $263.1 million in 2022 to $312.0 million in 2023.

The increase of $62.2 million in the City's deferred outflows of resources is due primarily to increase in the net difference in projected and actual earnings on investments and assumption changes used in the calculation of the net pension liability for the Police and Fire Pension Plans.

The increase in long-term liabilities of approximately $58.3 million is due to an increase of $74.3 million in the net Police Pension liability offset by payments on the City's debt.

The decrease in deferred inflows of resources is due primarily to a decrease in the net difference in projected and actual earnings on investments used in the calculation of the net pension liability.

The largest portion of the City's net position, $186.0 million or 60% reflects its investment in capital assets (for example: land, land improvements, public art, buildings, infrastructure, equipment and construction in progress) less any related debt used to acquire these assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted net position in the amount of $23.7 million or 7.6% is reported separately to show legal constraints from covenants and enabling legislation. The remaining balance of unrestricted net position of $101.6 million or 32.6% may be used to meet the City's ongoing obligations to citizens and creditors and is designated in the financial policies and strategies. The City can report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

Summary of Changes in Net Position

The following information is presented to assist the reader in understanding the different types of normal impacts that can affect revenue:

1. **Economic condition** can reflect a declining, stable or growing environment and has an impact on property, non-ad valorem assessments, sales or other tax revenue as well as consumer spending habits for building permits, user fees and consumption.

2. **The City Commission** has the authority to set increases or decreases in the City's rates such as water, sewer, permitting, impact fees, user fees and certain taxes.

3. **Changing patterns in intergovernmental and grant revenue** (both recurring and nonrecurring) can change and impact the annual comparisons.

4. **Market impacts on investment income** may cause investment revenue to fluctuate from year to year.

Introduction of new programs can have an impact on property, non-ad valorem assessments, sales or other tax revenue as well as consumer spending habits for building permits, user fees and consumption. Some other impacts on expenses are as follows:

1. **Changes in service demand levels** can cause the City to increase or decrease authorized staffing. Staffing costs (salaries and related benefits) represent approximately 70% of the City's operating costs.

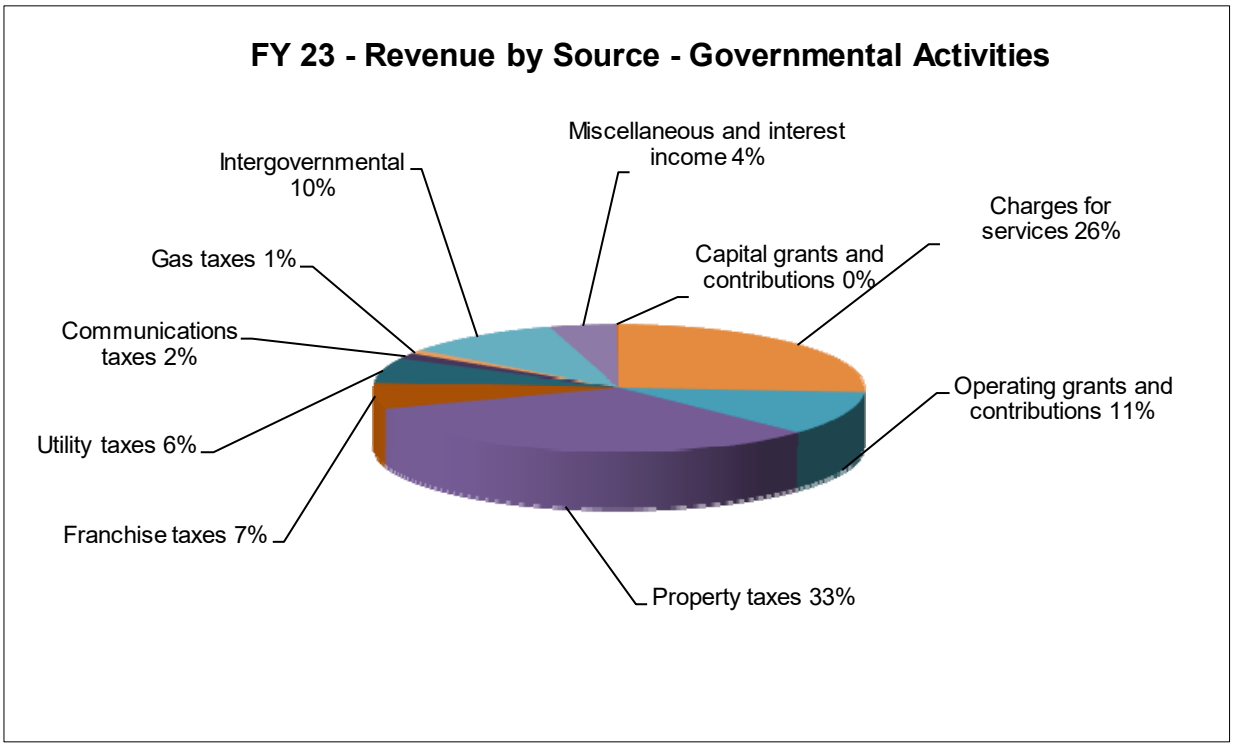
2. **Salary increases** such as performance increases and market adjustments can impact personal service costs.

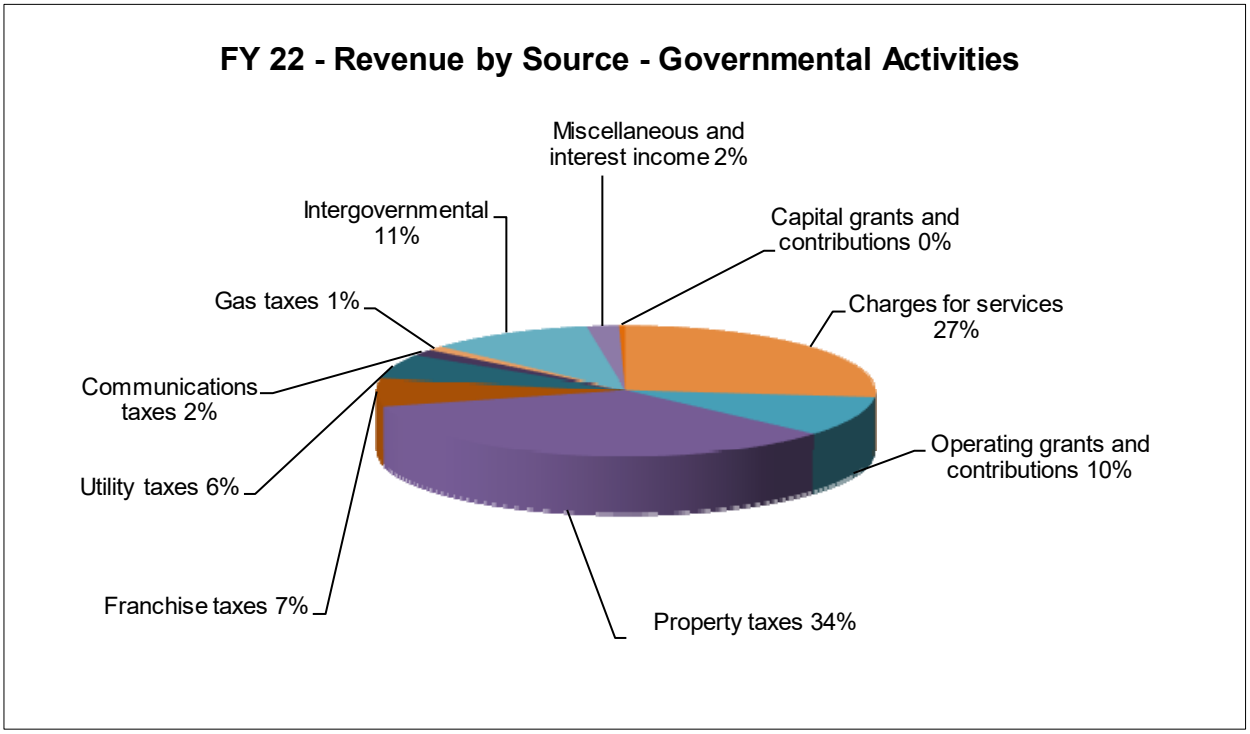
3. **While inflation** appears to be modest, the City is a consumer of certain commodities such as supplies, fuels and parts. Some functional expenses may experience unusual commodity specific increases.

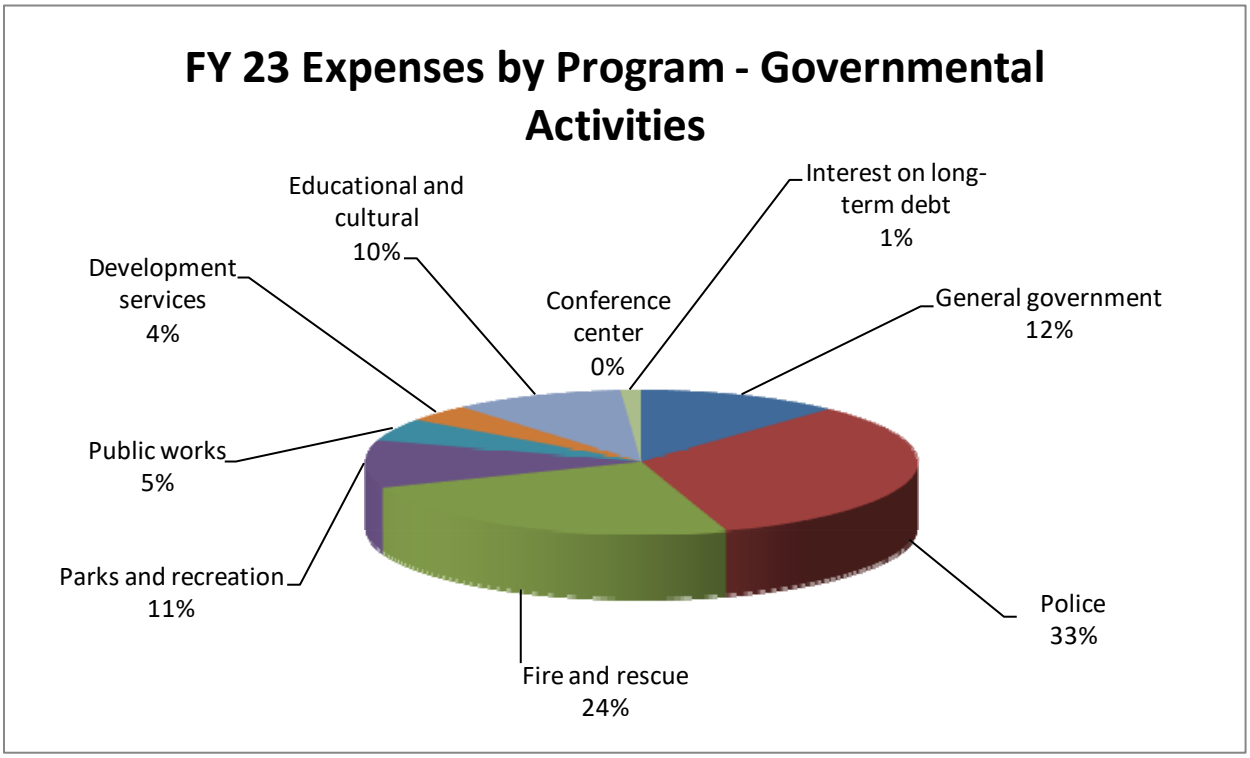
The following presents a summary of the City's operations for fiscal year 2023, with comparative information for fiscal year 2022:

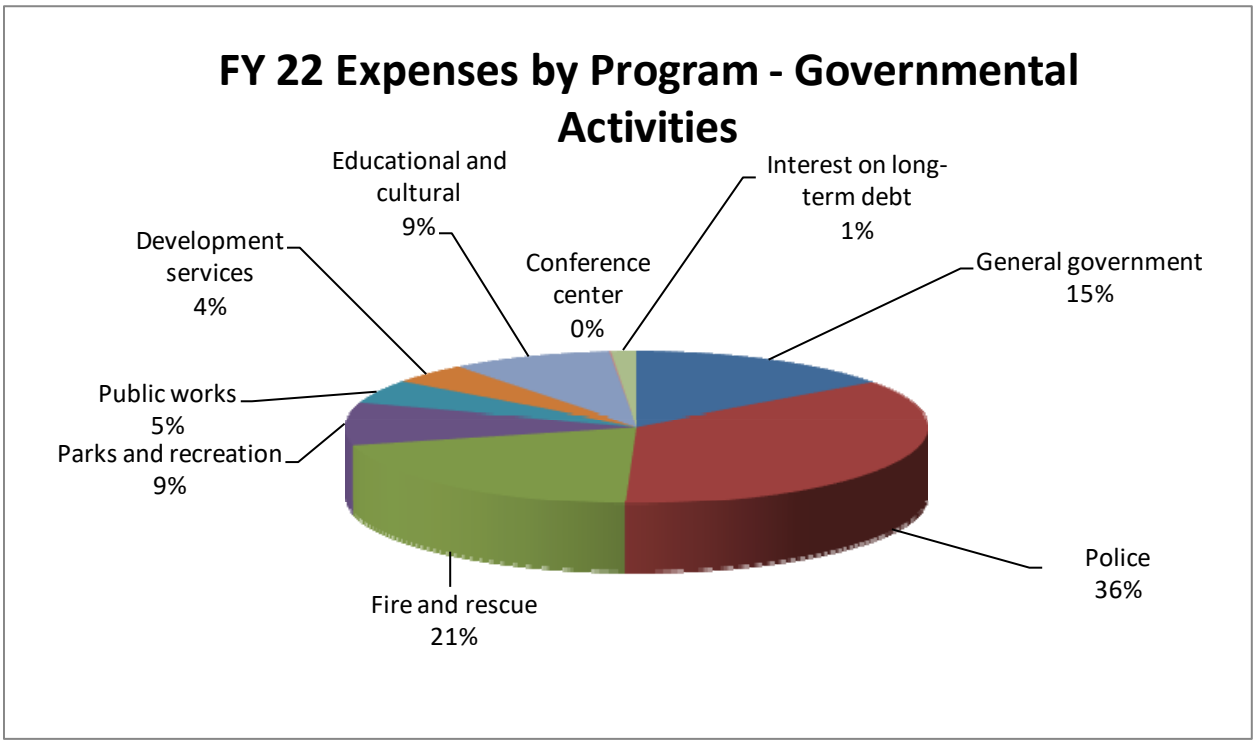
	Governmental Activities		Business-Type Activities		Total	
	2023	2022	**2023**	2022	**2023**	2022
Revenue:						
Program revenue:						
Charges for services	**$ 61,126,896**	$ 54,321,946	**$ 37,678,233**	$ 35,994,364	**$ 98,805,129**	$ 90,316,310
Operating grants and contributions	**25,700,974**	19,912,139	**-**	-	**25,700,974**	19,912,139
Capital grants and contributions	**253,149**	755,536	**4,523,282**	2,236,565	**4,776,431**	2,992,101
General revenue:						
Property taxes	**76,559,031**	70,330,906	**-**	-	**76,559,031**	70,330,906
Franchise taxes	**15,783,121**	14,123,769	**-**	-	**15,783,121**	14,123,769
Utility taxes	**14,167,898**	12,411,961	**-**	-	**14,167,898**	12,411,961
Communications taxes	**3,434,925**	3,237,445	**-**	-	**3,434,925**	3,237,445
Gas taxes	**2,341,840**	2,239,284	**-**	-	**2,341,840**	2,239,284
Intergovernmental	**24,479,605**	22,005,573	**321,328**	-	**24,800,933**	22,005,573
Investment income (loss)	**5,785,807**	251,483	**1,012,908**	(24,402)	**6,798,715**	227,081
Miscellaneous	**4,650,970**	3,994,052	**-**	-	**4,650,970**	3,994,052
Gain on sale of capital assets	**-**	3,746,780	**-**	-	**-**	3,746,780
Total revenue	**234,284,216**	207,330,874	**43,535,751**	38,206,527	**277,819,967**	245,537,401
Expenses:						
General government	**22,954,331**	25,381,443	**-**	-	**22,954,331**	25,381,443
Public safety:						
Police	**63,055,727**	55,528,320	**-**	-	**63,055,727**	55,528,320
Fire and emergency services	**46,202,846**	34,582,410	**-**	-	**46,202,846**	34,582,410
Parks and recreation	**20,270,625**	17,480,880	**-**	-	**20,270,625**	17,480,880
Public works	**9,697,531**	12,156,181	**-**	-	**9,697,531**	12,156,181
Development services	**7,492,825**	6,839,355	**-**	-	**7,492,825**	6,839,355
Educational and cultural programs	**19,246,581**	19,159,680	**-**	-	**19,246,581**	19,159,680
Conference center	**-**	209,301	**-**	-	**-**	209,301
Interest on long-term debt	**2,276,211**	2,547,361	**-**	-	**2,276,211**	2,547,361
Water	**-**	-	**10,507,790**	9,629,510	**10,507,790**	9,629,510
Sewer	**-**	-	**15,761,685**	14,444,266	**15,761,685**	14,444,266
Stormwater	**-**	-	**5,449,770**	2,355,419	**5,449,770**	2,355,419
Solid waste	**-**	-	**6,404,990**	5,801,945	**6,404,990**	5,801,945
Total expenses	**191,196,677**	173,884,931	**38,124,235**	32,231,140	**229,320,912**	206,116,071
Increases (decreases) in net position before transfers	**43,087,539**	33,445,943	**5,411,516**	5,975,387	**48,499,055**	39,421,330
Transfers in (out)	**397,062**	280,067	**(397,062)**	(280,067)	**-**	-
Change in net position	**43,484,601**	33,726,010	**5,014,454**	5,695,320	**48,499,055**	39,421,330
Net position, beginning	**189,977,887**	156,251,877	**73,141,254**	67,445,934	**263,119,141**	223,697,811
Net position, ending	**$ 233,462,488**	$ 189,977,887	**$ 78,155,708**	$ 73,141,254	**$ 311,618,196**	$ 263,119,141

Summary Statement of Changes in Net Position






FY 23 Expenses by Program - Governmental Activities
Educational and cultural 10%
Interest on long-term debt 1%
Development services 4%
Conference center 0%
General government 12%
Public works 5%
Parks and recreation 11%
Police 33%
Fire and rescue 24%


FY 22 Expenses by Program - Governmental Activities
Educational and cultural 9%
Interest on long-term debt 1%
Development services 4%
Conference center 0%
General government 15%
Public works 5%
Parks and recreation 9%
Police 36%
Fire and rescue 21%

The City's governmental activities net position increased from $190.0 million in 2022 to $233.5 million in 2023. Total revenues from governmental activities increased by $27.0 million from fiscal year 2022. The increase is due primarily to a $6.8 million increase in charges for services, a $6.2 million in property tax revenues which is from a 9.0% increase in the City's total taxable assessed value, a $5.8 million increase in operating grants and contributions and a $5.5 million increase in investment income. Expenses during fiscal year 2023 increased $17.3 million, primarily as a result of public safety police and fire services activities.

The City's business-type activities net position increased from $73.1 million in fiscal year 2022 to $78.2 million in fiscal year 2023. The $5.7 million increase is primarily due to a $1.5 million increase from current year operations in the Water and Sewer Fund, $2.7 million increase from current year operations in the Stormwater Fund, and a $0.7 million increase from current year operations in the Solid Waste Fund.

The Water and Sewer Fund's operating earnings are primarily due to a rate increase implemented in October 2022. The water conservation rate structure modification increased certain rates by an average of 3.5%. The Water and Sewer Fund operating revenues increased $1.0 million from the prior year. Operating, expenses increased by $2.1 million, primarily due to an increase in wastewater treatment supplies purchased.

The Stormwater Fund's revenues are derived from a special assessment which is levied based upon a flat rate per equivalent residential unit (ERU). Total operating revenues of $4.3 million were based on a special assessment rate of $129.97 per equivalent residential unit, which increased 10% from the prior year.

The Solid Waste Fund residential assessment rate increased by $8 per single family home. As a result, the Solid Waste Fund operating revenues increased approximately $0.3 million.

Capital grants and contributions increased approximately $2.3 million in fiscal year 2023. These contributions typically vary from year to year based on activity and fluctuations are expected.

Financial Analysis of the City of Coral Springs' Funds

As noted earlier, the City uses fund accounting to help ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's Governmental Funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, an unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the primary operating fund of the City. At the end of the current fiscal year, the total fund balance reached approximately $57.7 million. The City's approved fund balance policy requires a stabilization fund equal to a target level of a minimum of 17% up to 25% of budgeted General Fund expenditures less capital for the following year. This amount provides a fund for use in unforeseen, unbudgeted emergency situations and is classified as committed fund balance. As a measure of the General Fund's liquidity, it may be useful to compare the total of unassigned fund balance and committed to stabilization fund balance to total fund expenditures as well as the total fund balance to total fund expenditures. The total of unassigned fund balance and committed to stabilization fund balance represents 25% of current year General Fund expenditures less capital, while total fund balance represents 42% of current year General Fund expenditures less capital.

The fund balance of the City's General Fund increased by approximately $5.8 million during the current fiscal year. This is due primarily to an increase in the City's total taxable assessed value resulting in an increase in property taxes of $6.2 million and an increase of $6.8 million in charges for services, and a $3.0 million increase in interest and other income. Expenditures increased by approximately $5.8 million during the fiscal year. This is due to an increase of $2.1 million in general government expenditures, an increase of $1.9 million in police expenditures and an increase $1.4 million in fire expenditures.

The fund balance for the Fire Fund increased by $1.0 million during the current fiscal year. Overall revenues increased by $1.7 million. This is due primarily to a $0.9 million increase in non-ad valorem special assessment. The increase in non-ad valorem special assessment is due to an increase in the fire assessment rate from the prior year of $249.72 to $262.72.

The fund balance for the American Rescue Plan Fund increased by approximately $0.5 million due to interest earnings on funds received from the Federal government during the last quarter of the fiscal year.

The fund balance for the Capital Projects Fund increased by approximately $12.0 million due to transfers of $19.8 million from the General Fund to pay for project costs incurred in the Capital Projects Fund. Approximately $8.7 million of those funds were spent on projects during the year.

Proprietary Funds

The City's Proprietary Funds include the City's Enterprise Funds – Water and Sewer Fund, Stormwater Fund and the Solid Waste Fund. An Enterprise Fund is used to account for activities for which a fee is charged to external users for goods and services. These funds provide the same type of information found in the government-wide financial statements, but in more detail.

- Unrestricted net position of the Water and Sewer Fund, Stormwater Fund and the Solid Waste Fund at the end of the current fiscal year totaled approximately $18.5 million, $3.7 million and $2.6 million, respectively.

- The operating income (loss) for the Water and Sewer Fund, Stormwater Fund and the Solid Waste Fund was approximately $0.6 million, $1.2 million and $0.5 million, respectively.

- The Water and Sewer Fund operating revenues increased $1.0 million from the prior year. Operating, expenses increased by $2.1 million, primarily due to an increase in wastewater treatment supplies purchased.

- The Stormwater Fund was established in fiscal year 2020 to fund the operation, maintenance, design and construction of stormwater infrastructure to ensure effective drainage and water quality management. Total operating revenues of $4.3 million were based on a special assessment rate of $129.97 per equivalent residential unit, which increased 9.1% from the prior year.

- The Solid Waste Fund residential assessment rate increased by $8 per single family home. As a result, the Solid Waste Fund operating revenues increased approximately $0.3 million.

General Fund Budgetary Highlights

The General Fund required an amendment to the adopted budget in the amount of $9.6 million. The amendment was needed to transfer funding to the Capital improvement program for unbudgeted capital projects. General Fund revenue was more, and expenditures were less than budgeted. This year's operations resulted in a $5.2 million increase to fund balance after all financial policies had been implemented.

General Fund revenues were higher than budgeted by approximately $11.8 million or 7.5%. There were favorable variances in franchise tax revenue in the amount of $2.2 million, in intergovernmental revenue in the amount of $2.4 million, in utility taxes in the amount of $2.2 million and in interest and other income in the amount of $3.0 million.

General Fund expenditures were less than budgeted by approximately $2.8 million or 2.1%. The variance was primarily due to general government expenditures that were less than budget by $1.8 million and development services expenditures that were less than budget by $0.8 million, offset by fire's expenditures that were higher than budget by $0.4 million.

Capital Assets and Debt Administration

Capital Assets

The City's investment in capital assets for its governmental and business-type activities as of September 30, 2023, amounts to approximately $282,257,000 (net of accumulated depreciation). This is a net increase (additions less retirements and depreciation) of approximately $2,563,000 or 1.0% from last fiscal year. The following summarizes the City's capital assets as of September 30, 2023 and 2022:

Capital Assets (net of depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	**2023**	2022	**2023**	2022
Land	**$ 32,672,457**	$ 32,672,457	**$ 198,586**	$ 198,586	**$ 32,871,043**	$ 32,871,043
Construction in progress	**37,109,449**	34,470,513	**10,776,772**	9,250,723	**47,886,221**	43,721,236
Public art	**3,032,651**	2,987,651	**-**	-	**3,032,651**	2,987,651
Land improvements	**13,966,785**	15,290,969	**107,986**	120,972	**14,074,771**	15,411,941
Buildings	**84,749,230**	87,011,420	**3,284,683**	3,878,086	**88,033,913**	90,889,506
Infrastructure	**27,470,006**	24,298,818	**47,771,756**	47,835,140	**75,241,762**	72,133,958
Equipment	**19,780,883**	20,393,072	**758,530**	633,035	**20,539,413**	21,026,107
Leased assets	**451,591**	652,608	**-**	-	**451,591**	652,608
Subscription assets	**125,770**	-	**-**	-	**125,770**	-
Total	**$ 219,358,822**	$ 217,777,508	**$ 62,898,313**	$ 61,916,542	**$ 282,257,135**	$ 279,694,050

* In fiscal year 2023 the City implemented GASB 96, *Subscription-Based Information Technology Arrangements*. See Note 18 for further information.

Major capital asset expenditures during the current fiscal year include the following:

- Westside campus design and construction – $608,000
- Purchase of 51 City vehicles – $2,008,000
- Stormwater improvements – $4,124,000
- Fire station 64 construction – $2,434,000
- Rehabilitation of sanitary sewer lift stations – $656,000
- Rehabilitation of sanitary sewer lines – $549,000
- Roadway resurfacing – $1,621,000
- Dispatch equipment – $749,000
- Splashpad construction – $588,000
- Aquatic Complex deck improvements – $739,000

Additional information can be found in Note 6 Capital Assets and Construction Commitments.

Long-Term Debt
September 30, 2023 and 2022

On September 30, 2023, the City had $93.3 million in debt (bonds, notes, etc.) outstanding compared to $104.7 million last year, a 10.9% decrease. Of this amount of debt outstanding, approximately 13.2% was backed by the full faith and credit of the City and the remaining balance was secured by various revenue sources. The debt position of the City is summarized below and is explained further in Note 10 Long-Term Liabilities.

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	**2023**	2022	**2023**	2022
General obligation bonds	**$ 6,473,187**	$ 7,313,289	**$ -**	$ -	**$ 6,473,187**	$ 7,313,289
General obligation refunding	**5,853,048**	7,242,680	**-**	-	**5,853,048**	7,242,680
Special obligation bonds	**51,162,000**	52,046,000	**-**	-	**51,162,000**	52,046,000
Special obligation notes	**3,053,000**	3,526,000	**-**	-	**3,053,000**	3,526,000
Capital revenue notes	**5,958,691**	9,617,500	**-**	-	**5,958,691**	9,617,500
Capital revenue bonds	**2,716,000**	4,028,000	**-**	-	**2,716,000**	4,028,000
Revenue bonds	**-**	-	**4,748,000**	5,765,000	**4,748,000**	5,765,000
Financed purchases	**4,841,317**	5,831,049	**-**	-	**4,841,317**	5,831,049
Lease payable	**466,463**	664,761	**-**	-	**466,463**	664,761
Subscriptions payable	**85,329**	-	**-**	-	**85,329**	-
State revolving fund loans	**-**	-	**7,895,400**	8,652,675	**7,895,400**	8,652,675
	80,609,035	90,269,279	**12,643,400**	14,417,675	**93,252,435**	104,686,954
Bond premium	**5,158,485**	5,824,829	**-**	-	**5,158,485**	5,824,829
Total	**$ 85,767,520**	$ 96,094,108	**$ 12,643,400**	$ 14,417,675	**$ 98,410,920**	$ 110,511,783

* In fiscal year 2023 the City implemented GASB 96, *Subscription-Based Information Technology Arrangements*. See Note 18 for further information.

The decrease in the City's bonded debt in fiscal year 2023 is due to current year principal payments for the applicable debt (see Note 10 for more information).

The City received a rating of AAA, the highest investment grade, by Fitch Ratings and by Standard and Poor's for its issuer rating (implied General Obligation Bonds rating). The City received AA+ by Fitch Ratings and AAA by Standard and Poor's for the Special Obligation Bonds.

Economic Factors and Next Year's Budget

The City, through prudent fiscal management, maintains a healthy financial position ensuring long-term sustainability of the budget to be a premier community that our residents and businesses will continue to receive the value and quality services they have trusted from their City.

The City uses a multi-year strategic planning process that results in a mission and a set of strategic priorities that provide vision and direction for the City. Specific initiatives are developed in response to the priorities identified in the Strategic Plan. The Business Plan is an outcome of the strategic priorities, capturing the City's vision in a specific, directed, and quantifiable form, given the current economic conditions. A key piece in developing the Business Plan and Budget is the researched findings in the environmental scan and the resulting financial strategy.

In developing the Fiscal Year 2024 Business Plan, Annual Budget and Capital Improvement Program, the following economic factors were considered:

- Although the City has reached residential build-out (defined as having 95% or more of developable land in use) and commercial/industrial is approaching build-out, the City has experienced re-development in the commercial/industrial sector. Commercial re-development is expected to continue aided by the downtown redevelopment. As a major driver of this re-development, the Cornerstone project (located at the Southwest corner of Sample Road and University Drive) completed construction on the South Block of the project. This mixed-use development will include residential units, entertainment, retail and restaurants. The North Block of the project is expected to be completed in mid-2025. City Village, located on the northwest corner of the intersection, is slated for redevelopment of a mixed-use development as well. The CRA finalized the Master Redevelopment Plan update to reflect the new vision for the downtown. The update allows the CRA to make infrastructure improvements such as the modernization of the master parking and enhancements to the Art Walk.

- The City's total taxable assessed values (TTAV) increased 6.1% between fiscal year 2016 and fiscal year 2017; increased 7.0% between fiscal year 2017 and fiscal year 2018; increased 6.1% between fiscal year 2018 and fiscal year 2019; increased 4.6% between fiscal year 2019 and fiscal year 2020; 4.6% between fiscal year 2020 and 2021; 4.6% between fiscal year 2021 and 2022; 8.78% between fiscal year 2022 and 2023; and 9.00% between fiscal year 2023 and 2024.

- With a healthy housing market, and an energized commercial sector developing, growing and further diversifying the economic base will provide a more solid foundation to withstand future economic downturns.

- Major retailers and businesses are investing in Coral Springs. Ramblewood Square recently reopened the redesigned Publix following major renovations. Within the commercial sector, Flora Fine Foods Headquarters and Distribution Center, Ferguson and Floor and Décor opened in the Coral Springs Commerce Park. As for retail and restaurants, Taco Project, Incontro Italian, Giardino Gourmet Salads and That's A Wrap launched in Coral Springs. With a healthy housing market, new residential development is underway, and an energized commercial sector, developing growing and further diversifying the economic base will provide a more solid foundation to withstand future economic downturns.

- Overall, demand-driven revenues are expected to increase slightly after showing robust recovery from the pandemic. While some demand-driven revenues (e.g., Half-Cent Sales Tax, State Shared Revenue) have been on the increase, they are expected to slow to historic growth of 2%, where others (Electric Utility Service Tax, and Electric Franchise Fee) are showing signs of new growth. The City expects slow growth of 1-2% for these moving forward for these revenues.

- The City adopted a balanced budget for fiscal year 2024 using a millage rate of 6.0232. This millage rate is the same as the fiscal year 2023 millage rate. The debt service millage rate decreased slightly from 0.2114 to 0.1931 due to an increase in the City's total taxable assessed values.

- The City continues to fund vehicle replacement, computer replacement, and parks replacement funds to ensure there is sufficient funding on hand to replace vehicles, technology and large park items when necessary, thereby avoiding the issuance of additional debt. With stable fund balance reserves, the City was able to withstand the financial effects of a global pandemic.

- Water and sewer rates increased 5.1% from rates in fiscal year 2023.

- The City's unemployment rate as of September 2023 was 2.9%, slightly above the State of Florida rate of 2.8% and below the US rate of 3.6%.

- Real gross domestic product (GDP) growth was modest in the first quarter, despite a pickup in consumer spending. Bringing inflation back to 2% will likely require a period of below-trend growth and some softening of labor market conditions as financial conditions continue to tighten. Real gross domestic product (GDP) rose at an annual rate of 1.3% in the first quarter, following an increase of less than 1.0% over the four quarters of 2022. The Federal Reserve Board projects GDP to grow at a 1.1% increase in 2024.

Contacting the City's Financial Services Department

The City's financial statements are designed to present users (citizens, taxpayers, customers, investors, and creditors) with a general overview of the City's finances and to demonstrate the City's accountability. Separately issued financial reports are also available for the following City component units: Police Officers' Plan, Firefighters' Plan and the Community Redevelopment Agency. Questions concerning any of the information provided in this report or requests for additional financial information should be directed to the Financial Services Department, 9500 West Sample Road, Coral Springs, Florida 33065: (954) 344-1088.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

City of Coral Springs, Florida

Statement of Net Position
September 30, 2023

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Community Redevelopment Agency
Assets				
Pooled cash and cash equivalents	$ 37,886,102	$ 8,445,610	$ 46,331,712	$ 1,581,089
Investments	106,228,109	20,480,122	126,708,231	-
Interest receivable	756,438	158,799	915,237	-
Accounts receivable, net	8,071,677	3,797,400	11,869,077	-
Leases receivable	46,049,110	-	46,049,110	-
Due from other governments	7,355,851	69,811	7,425,662	-
Prepaid items	692	-	692	-
Inventory	1,074,337	45,038	1,119,375	-
Restricted assets:				
Cash and cash equivalents	2,081,730	1,803,045	3,884,775	-
Investments	274,590	-	274,590	-
Net pension asset	4,161,631	-	4,161,631	-
Capital and right-to-use assets:				
Non-depreciable	72,814,557	10,975,358	83,789,915	55,610
Depreciable (net)	146,544,265	51,922,955	198,467,220	27,382
Total assets	433,299,089	97,698,138	530,997,227	1,664,081
Deferred outflows of resources:				
Deferred charge on refunding	61,318	-	61,318	-
Pensions (Note 15)	94,365,008	-	94,365,008	-
OPEB (Note 16)	8,059,273	512,268	8,571,541	-
Total deferred outflows of resources	102,485,599	512,268	102,997,867	-

City of Coral Springs, Florida

Statement of Net Position
September 30, 2023

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Community Redevelopment Agency
Liabilities				
Accounts payable and accrued liabilities	$ 6,660,518	$ 3,327,884	$ 9,988,402	$ 7,615
Accrued interest	182,838	96,891	279,729	-
Due to other governments	311,960	-	311,960	-
Accrued liability for estimated claims	6,148,063	-	6,148,063	-
Deposits and unearned revenue	19,656,280	1,557,555	21,213,835	-
Noncurrent liabilities:				
Due within one year:				
Compensated absences	6,622,330	301,513	6,923,843	-
Bonds, notes, lease and subscriptions payable	10,052,429	1,816,312	11,868,741	-
Due in more than one year:				
Compensated absences	1,426,278	38,372	1,464,650	-
Bonds, notes, leases and subscriptions payable	75,715,091	10,827,088	86,542,179	-
Net pension liability	84,500,244	-	84,500,244	-
Net OPEB liability	22,171,429	1,339,548	23,510,977	-
Total liabilities	233,447,460	19,305,163	252,752,623	7,615
Deferred inflows of resources:				
Pensions (Note 15)	11,631,842	-	11,631,842	-
OPEB (Note 16)	10,966,437	749,535	11,715,972	-
Leases	46,276,461	-	46,276,461	-
Total deferred inflows of resources	68,874,740	749,535	69,624,275	-
Net Position				
Net investment in capital assets	135,880,415	50,499,652	186,380,067	82,992
Restricted for:				
Fire safety	4,877,386	-	4,877,386	-
Charter school operations	2,465,700	-	2,465,700	-
Law enforcement	3,425,309	-	3,425,309	-
Public art	1,715,663	-	1,715,663	-
Physical environment	820,987	-	820,987	-
Affordable housing	535,233	-	535,233	-
Impact fees	-	2,857,063	2,857,063	-
Net pension asset	4,161,631	-	4,161,631	-
Capital projects	2,819,712	-	2,819,712	1,202,599
Unrestricted	76,760,452	24,798,993	101,559,445	370,875
Total net position	$ 233,462,488	$ 78,155,708	$ 311,618,196	$ 1,656,466

See Notes to Financial Statements.

City of Coral Springs, Florida

Statement of Activities
Fiscal Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions
Primary Government:				
Governmental activities:				
General government	$ 22,954,331	$ 4,914,990	$ 5,127,364	$ 194,043
Police	63,055,727	7,764,194	1,276,143	15,061
Fire and emergency services	46,202,846	36,391,073	-	32,086
Parks and recreation	20,270,625	3,462,161	68,111	-
Public works	9,697,531	82,993	54,730	11,959
Development services	7,492,825	8,015,953	2,195,213	-
Educational and cultural programs	19,246,581	495,532	16,979,413	-
Interest and fiscal charges	2,276,211	-	-	-
Total governmental activities	191,196,677	61,126,896	25,700,974	253,149
Business-type activities:				
Water	10,507,790	10,609,301	-	505,046
Sewer	15,761,685	15,778,215	-	523,588
Stormwater	5,449,770	4,340,358	-	3,494,648
Solid Waste	6,404,990	6,950,359	-	-
Total business-type activities	38,124,235	37,678,233	-	4,523,282
Total primary government	$ 229,320,912	$ 98,805,129	$ 25,700,974	$ 4,776,431
Component Unit:				
Community Redevelopment	$ 730,703	$ -	$ -	$ -
	$ 730,703	$ -	$ -	$ -
General revenue:				
Taxes:				
Ad valorem, levied for general purpose				
Ad valorem, levied for debt service				
Franchise fees				
Utility taxes				
Communication taxes				
Gas taxes				
Incremental property tax				
Intergovernmental not restricted to specific programs				
Investment income				
Miscellaneous				
Transfers				
Total general revenue				
Change in net position				
Net position, beginning				
Net position, ending				

See Notes to Financial Statements.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Total	Community Redevelopment Agency
$ (12,717,934)	$ -	$ (12,717,934)	$ -
(54,000,329)	-	(54,000,329)	-
(9,779,687)	-	(9,779,687)	-
(16,740,353)	-	(16,740,353)	-
(9,547,849)	-	(9,547,849)	-
2,718,341	-	2,718,341	-
(1,771,636)	-	(1,771,636)	-
(2,276,211)	-	(2,276,211)	-
(104,115,658)	-	(104,115,658)	-
-	606,557	606,557	-
-	540,118	540,118	-
-	2,385,236	2,385,236	-
-	545,369	545,369	-
-	4,077,280	4,077,280	-
(104,115,658)	4,077,280	(100,038,378)	-
-	-	-	(730,703)
-	-	-	(730,703)
73,962,797	-	73,962,797	-
2,596,234	-	2,596,234	-
15,783,121	-	15,783,121	-
14,167,898	-	14,167,898	-
3,434,925	-	3,434,925	-
2,341,840	-	2,341,840	-
-	-	-	717,684
24,479,605	321,328	24,800,933	-
5,785,807	1,012,908	6,798,715	41,323
4,650,970	-	4,650,970	-
397,062	(397,062)	-	-
147,600,259	937,174	148,537,433	759,007
43,484,601	5,014,454	48,499,055	28,304
189,977,887	73,141,254	263,119,141	1,628,162
$ 233,462,488	$ 78,155,708	$ 311,618,196	$ 1,656,466

Governmental Funds
Balance Sheet
September 30, 2023

	General Fund	Fire Fund	American Rescue Plan Fund	General Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets						
Pooled cash and cash equivalents	$ 14,391,649	$ 1,577,230	$ 3,757,529	$ 6,843,133	$ 4,936,663	$ 31,506,204
Investments	40,702,567	4,464,243	10,635,430	19,369,022	8,298,049	83,469,311
Interest receivable	285,327	31,295	74,555	135,777	68,019	594,973
Accounts receivable, net	8,011,520	8,875	-	-	-	8,020,395
Lease receivable	46,049,110	-	-	-	-	46,049,110
Due from other funds	81,281	-	-	-	-	81,281
Due from other governments	2,943,874	1,966	-	-	4,410,011	7,355,851
Inventory	1,074,337	-	-	-	-	1,074,337
Prepaid items	692	-	-	-	-	692
Total assets	113,540,357	6,083,609	14,467,514	26,347,932	17,712,742	178,152,154
Liabilities, deferred inflows of resources and fund balance						
Accounts payable and accrued liabilities	3,126,225	453,272	702,261	1,336,188	379,588	5,997,534
Due to other funds	-	-	-	-	81,281	81,281
Due to other governments	311,960	-	-	-	-	311,960
Deposits and unearned revenue	3,284,650	452,951	13,240,816	-	2,677,863	19,656,280
Advance from other funds	-	300,000	-	-	-	300,000
Total liabilities	6,722,835	1,206,223	13,943,077	1,336,188	3,138,732	26,347,055
Deferred inflows of resources						
Unavailable revenue	2,830,371	-	-	-	2,151,132	4,981,503
Leases	46,276,461	-	-	-	-	46,276,461
Total deferred inflows of resources	49,106,832	-	-	-	2,151,132	51,257,964
Fund balances						
Nonspendable	1,075,029	-	-	-	-	1,075,029
Restricted	-	4,877,386	524,437	-	11,258,167	16,659,990
Committed	31,990,104	-	-	-	-	31,990,104
Assigned	22,410,426	-	-	25,011,744	1,183,474	48,605,644
Unassigned	2,235,131	-	-	-	(18,763)	2,216,368
Total fund balances	57,710,690	4,877,386	524,437	25,011,744	12,422,878	100,547,135
Total liabilities, deferred inflows of resources and fund balances	$ 113,540,357	$ 6,083,609	$ 14,467,514	$ 26,347,932	$ 17,712,742	$ 178,152,154

See Notes to Financial Statements.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

City of Coral Springs, Florida

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
September 30, 2023

Fund balances – total governmental funds		**$ 100,547,135**
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.		**206,116,886**
Net pension asset is not reported in the funds as it is not available to pay current period expenditures.		**4,161,631**
Other long-term assets are not available to pay for current period expenditures and therefore are reported as unavailable revenue in the funds.		**4,981,503**
Internal service funds are used by management to charge the costs of fleet management and self-insurance activities to individual funds. The net position of the internal service funds are included in governmental activities in the statement of net position.		**37,428,713**
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore, are not reported in the governmental funds:		
Accrued liabilities and interest payable	**(182,349)**	
Bonds, notes, leases and subscriptions payable	**(80,278,355)**	
Compensated absences	**(7,902,946)**	
Net pension liability	**(84,500,244)**	
Net OPEB liability	**(21,701,209)**	
		(194,565,103)
Certain items are recognized when debt is issued in the governmental funds. These items, however, must be capitalized and amortized in the government-wide statements:		
Premiums and discounts	**(8,475,661)**	
Accumulated amortization	**3,317,176**	
Total		**(5,158,485)**
Deferred outflows/inflows of resources reported in the statement of net position:		
Deferred charge on refunding	**61,318**	
Net deferred outflows – pensions	**94,365,008**	
Net deferred outflows – OPEB	**7,887,841**	
Net deferred inflows – pensions	**(11,631,842)**	
Net deferred inflows – OPEB	**(10,732,117)**	
		79,950,208
Net position of governmental activities		**$ 233,462,488**

See Notes to Financial Statements.

City of Coral Springs, Florida

Governmental Funds
Statement of Revenue, Expenditures and Changes in Fund Balances
Fiscal Year Ended September 30, 2023

	General Fund	Fire Fund	American Rescue Plan Fund	General Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Taxes:						
Ad valorem	$ 73,962,797	$ -	$ -	$ -	$ 2,596,234	$ 76,559,031
Franchise fees	15,783,121	-	-	-	-	15,783,121
Utility	14,167,898	-	-	-	-	14,167,898
Intergovernmental	29,224,180	71,792	5,126,367	-	21,290,352	55,712,691
Non-ad valorem special assessment	-	15,799,217	-	-	-	15,799,217
Licenses and permits	6,336,274	-	-	-	15,488	6,351,762
Charges for services	24,041,068	10,715,710	-	-	495,532	35,252,310
Fines and forfeitures	2,125,669	-	-	-	1,318,043	3,443,712
Interest and other	7,177,409	280,628	556,488	875,459	579,596	9,469,580
Total revenue	172,818,416	26,867,347	5,682,855	875,459	26,295,245	232,539,322
Expenditures						
Current:						
General government	26,043,597	-	19,193	6,785	-	26,069,575
Public safety:						
Police	62,858,538	-	-	28,047	551,484	63,438,069
Fire and emergency services	16,860,951	26,554,793	-	-	-	43,415,744
Parks and recreation	15,650,388	-	-	-	69,107	15,719,495
Public works	7,007,746	-	3,403	-	-	7,011,149
Development services	7,279,880	-	-	-	399,287	7,679,167
Educational and cultural programs	871,036	-	-	-	17,541,155	18,412,191
Capital outlay	-	15,550	5,107,176	8,699,761	2,085,360	15,907,847
Debt service:						
Principal	511,082	-	-	-	9,547,275	10,058,357
Interest and other	6,373	-	-	-	2,913,348	2,919,721
Total expenditures	137,089,591	26,570,343	5,129,772	8,734,593	33,107,016	210,631,315
Excess (deficiency) of revenue over (under) expenditures	35,728,825	297,004	553,083	(7,859,134)	(6,811,771)	21,908,007
Other financing sources (uses)						
Transfers in	147,156	2,876,912	-	19,835,913	10,210,203	33,070,184
Transfers out	(30,072,374)	(2,157,565)	-	-	(301,283)	(32,531,222)
Proceeds from sale of capital assets	984	-	-	-	-	984
Total other financing sources (uses)	(29,924,234)	719,347	-	19,835,913	9,908,920	539,946
Net change in fund balances	5,804,591	1,016,351	553,083	11,976,779	3,097,149	22,447,953
Fund balances (deficits), beginning of year	51,906,099	3,861,035	(28,646)	13,034,965	9,325,729	78,099,182
Fund balances, end of year	$ 57,710,690	$ 4,877,386	$ 524,437	$ 25,011,744	$ 12,422,878	$ 100,547,135

CORAL SPRINGS
EVERYTHING UNDER THE SUN

City of Coral Springs, Florida

Reconciliation of the Statement of Revenue, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Fiscal Year Ended September 30, 2023

Net change in fund balances, total governmental funds		**$ 22,447,953**
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:		
Expenditures for capital and right-to-use assets	**$ 15,199,957**	
Less current year depreciation and amortization	**(11,841,452)**	
Total		**3,358,505**
The net effect of various miscellaneous transactions involving capital assets (i.e. sales, disposals and donations) is to decrease net position.		**(764,898)**
Revenues that are earned but not received within the City's availability period are recognized in the statement of activities when earned and subsequently in the governmental fund financial statements when they become available. The net difference is recorded as a reconciling item. Net effect of timing of revenue recognition for:		
Grant revenue		**(755,796)**
Ambulance transport fee		**1,472,007**
The issuance of long-term debt provides current financial resources and the repayment of the principal of long-term debt consumes the current financial resources of the governmental funds.		
Principal repayments on bonds, notes, leases and subscriptions payable	**10,058,357**	
Net effect of amortizing loss on advance refunding, discounts and premiums from issuance of debt	**626,471**	
Total		**10,684,828**
Internal service funds are used by management to charge the costs of certain activities to individual funds. The change in net position of the internal service funds is reported with governmental activities.		**4,810,592**
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds:		
Accrued settlement	**36,200**	
Compensated absences	**(365,276)**	
Accrued interest on long-term debt	**20,366**	
Pension expense	**2,445,708**	
OPEB expense	**94,412**	
Total		**2,231,410**
Change in net position of governmental activities		**$ 43,484,601**

See Notes to Financial Statements.

Proprietary Funds
Statement of Net Position
September 30, 2023

	Business-Type Activities			Governmental Activities
	Water and Sewer	Nonmajor Enterprise Funds	Total	Internal Service Funds
Assets				
Current assets:				
Pooled cash and cash equivalents	$ 6,426,364	$ 2,019,246	$ 8,445,610	$ 8,461,628
Investments	14,764,782	5,715,340	20,480,122	23,033,388
Interest receivable	118,734	40,065	158,799	161,465
Accounts receivables, net	1,993,599	-	1,993,599	51,282
Unbilled usage fees	1,803,801	-	1,803,801	-
Due from other governments	68,276	1,535	69,811	-
Inventory	45,038	-	45,038	-
Restricted assets:				
Cash and cash equivalents	1,803,045	-	1,803,045	-
Total current assets	27,023,639	7,776,186	34,799,825	31,707,763
Noncurrent assets:				
Advance to other fund	-	-	-	300,000
Capital assets:				
Land	198,586	-	198,586	-
Construction in progress	6,932,956	3,843,816	10,776,772	-
Land improvements	220,086	-	220,086	-
Equipment	3,672,089	297,218	3,969,307	42,039,685
Buildings	27,409,778	-	27,409,778	-
Infrastructure	106,815,000	3,207,150	110,022,150	-
Lease assets	-	-	-	543,995
Less accumulated depreciation	(89,275,373)	(422,993)	(89,698,366)	(29,341,744)
Total capital assets, net	55,973,122	6,925,191	62,898,313	13,241,936
Total noncurrent assets	55,973,122	6,925,191	62,898,313	13,541,936
Total assets	82,996,761	14,701,377	97,698,138	45,249,699
Deferred Outflows of Resources				
Deferred outflows – OPEB	428,577	83,691	512,268	171,432
Total deferred outflows of resources	$ 428,577	$ 83,691	$ 512,268	$ 171,432

Proprietary Funds
Statement of Net Position
September 30, 2023

	Business-Type Activities			Governmental Activities
	Water and Sewer	Nonmajor Enterprise Funds	Total	Internal Service Funds
Liabilities				
Current liabilities payable from current assets:				
Accounts payable and accrued liabilities	$ 2,154,579	$ 1,173,305	$ 3,327,884	$ 662,984
Accrued interest	96,891	-	96,891	489
Compensated absences	232,134	69,379	301,513	145,662
Lease payable	-	-	-	112,757
Current portion of long-term liabilities	1,816,312	-	1,816,312	-
Accrued liability for estimated claims	-	-	-	6,148,063
Total current liabilities payable from current assets	4,299,916	1,242,684	5,542,600	7,069,955
Current liabilities payable from restricted assets:				
Deposits	1,557,555	-	1,557,555	-
Total current liabilities payable from restricted assets	1,557,555	-	1,557,555	-
Total current liabilities	5,857,471	1,242,684	7,100,155	7,069,955
Noncurrent liabilities:				
Compensated absences	29,543	8,829	38,372	-
Lease payable	-	-	-	217,923
Net OPEB liability	1,175,548	164,000	1,339,548	470,220
Long-term liabilities	10,827,088	-	10,827,088	-
Total noncurrent liabilities	12,032,179	172,829	12,205,008	688,143
Total liabilities	17,889,650	1,415,513	19,305,163	7,758,098
Deferred inflows of resources:				
Deferred inflows – OPEB	585,798	163,737	749,535	234,320
Total deferred inflows of resources	585,798	163,737	749,535	234,320
Net Position				
Net investment in capital assets	43,574,461	6,925,191	50,499,652	12,911,256
Restricted:				
Impact fees	2,857,063	-	2,857,063	-
Unrestricted	18,518,366	6,280,627	24,798,993	24,517,457
Total net position	$ 64,949,890	$ 13,205,818	$ 78,155,708	$ 37,428,713

See Notes to Financial Statements.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Proprietary Funds
Statement of Revenue, Expenses and Changes in Net Position
Fiscal Year Ended September 30, 2023

	Business-Type Activities			Governmental Activities
	Water and Sewer	Nonmajor Enterprise Funds	Total	Internal Service Funds
Operating revenues:				
Charges for services	$ 26,387,516	$ 11,290,717	$ 37,678,233	$ 31,300,490
Other revenue	-	-	-	126,008
Total operating revenue	26,387,516	11,290,717	37,678,233	31,426,498
Operating expenses:				
Operating and program costs	14,891,392	10,967,032	25,858,424	2,771,164
Administration	5,079,085	233,534	5,312,619	4,640,384
Nondepartmental	1,095,582	288,523	1,384,105	-
Depreciation and amortization	4,702,851	365,671	5,068,522	4,029,542
Insurance claims, net of recoveries	-	-	-	11,921,427
Insurance premiums	-	-	-	4,828,718
Total operating expenses	25,768,910	11,854,760	37,623,670	28,191,235
Operating income	618,606	(564,043)	54,563	3,235,263
Nonoperating revenues (expenses):				
Intergovernmental	-	321,328	321,328	-
Investment income	677,493	335,415	1,012,908	1,007,747
Interest expense	(374,902)	-	(374,902)	(3,327)
Gain (loss) on disposal of capital assets	(125,663)	-	(125,663)	691,873
Total nonoperating revenues (expenses)	176,928	656,743	833,671	1,696,293
Income before capital contributions and transfers	795,534	92,700	888,234	4,931,556
Capital contributions – impact fees	1,028,634	-	1,028,634	-
Capital contributions	-	3,494,648	3,494,648	20,936
Transfers in	-	-	-	123,927
Transfers out	(259,153)	(137,909)	(397,062)	(265,827)
Change in net position	1,565,015	3,449,439	5,014,454	4,810,592
Net position, beginning	63,384,875	9,756,379	73,141,254	32,618,121
Net position, ending	$ 64,949,890	$ 13,205,818	$ 78,155,708	$ 37,428,713

See Notes to Financial Statements.

City of Coral Springs, Florida

Proprietary Funds
Statement of Cash Flows
Fiscal Year Ended September 30, 2023

	Business-Type Activities – Enterprise Funds			Governmental Activities
	Water and Sewer	Nonmajor Enterprise Funds	Total	Internal Service Funds
Cash Flows From Operating Activities				
Receipts from customers	$ 26,366,626	$ 11,289,696	$ 37,656,322	$ -
Receipts from other funds	-	-	-	31,300,490
Receipts from employees and other sources	-	-	-	4,145,657
Payments to suppliers for goods and services	(16,219,805)	(10,289,379)	(26,509,184)	(11,287,608)
Payments for claims	-	-	-	(16,060,950)
Payments to employees for services	(4,427,147)	(1,238,760)	(5,665,907)	(1,827,272)
Net cash provided by (used in) operating activities	5,719,674	(238,443)	5,481,231	6,270,317
Cash Flows From Noncapital Financing Activities				
Transfer to other funds	-	-	-	(8,000)
Receipts from other governments	-	321,328	321,328	-
Advance from other funds	-	-	-	100,000
Net cash provided by noncapital financing activities	-	321,328	321,328	92,000
Cash Flows From Capital and Related Financing Activities				
Acquisition and construction of capital assets	(3,829,572)	984,697	(2,844,875)	(2,635,791)
Proceeds from sale of capital assets	-	-	-	837,994
Transfer from other funds	-	-	-	123,927
Transfer to other funds	(259,153)	(137,909)	(397,062)	(257,827)
Principal paid on bonds	(1,774,275)	-	(1,774,275)	-
Interest paid on bonds	(385,104)	-	(385,104)	-
Principal paid on leases	-	-	-	(108,530)
Interest paid on leases	-	-	-	(3,117)
Proceeds from impact fees	1,028,634	-	1,028,634	-
Net cash used in capital and related financing activities	(5,219,470)	846,788	(4,372,682)	(2,043,344)
Cash Flows From Investing Activities				
Interest received	592,836	304,650	897,486	891,702
Purchase of investments	(10,406,842)	(4,396,448)	(14,803,290)	(17,842,477)
Net cash used in investing activities	(9,814,006)	(4,091,798)	(13,905,804)	(16,950,775)
Net decrease in cash and cash equivalents	(9,313,802)	(3,162,125)	(12,475,927)	(12,631,802)
Cash and cash equivalents, beginning of year	17,543,211	5,181,371	22,724,582	21,093,430
Cash and cash equivalents, end of year	8,229,409	2,019,246	10,248,655	8,461,628
Cash and cash equivalents reported as:				
Cash and cash equivalents, unrestricted	6,426,364	2,019,246	8,445,610	8,461,628
Cash and cash equivalents, restricted	1,803,045	-	1,803,045	-
	$ 8,229,409	$ 2,019,246	$ 10,248,655	$ 8,461,628

City of Coral Springs, Florida

Proprietary Funds
Statement of Cash Flows
Fiscal Year Ended September 30, 2023

	Business-Type Activities			Governmental Activities
	Water and Sewer	Nonmajor Enterprise Funds	Total	Internal Service Funds
Reconciliation of operating income to net cash provided by (used in) operating activities:				
Operating income (loss)	$ 618,606	$ (564,043)	$ 54,563	$ 3,235,263
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation and amortization	4,702,851	365,671	5,068,522	4,029,542
Changes in assets, liabilities and deferred inflows/outflows – (Increase)/Decrease:				
Accounts receivable	(61,260)	-	(61,260)	(50,422)
Inventory	48,837	-	48,837	-
Due from other governments	-	(1,021)	(1,021)	-
Deferred outflow	20,831	6,190	27,021	8,332
Accounts payable	364,975	(39,583)	325,392	(691,031)
Accrued liability for estimated claims	-	-	-	(256,452)
Compensated absences	10,600	4,797	15,397	5,539
Deposits	40,370	-	40,370	-
Net OPEB liability	(292,436)	(116,974)	(409,410)	(116,974)
Deferred inflows	266,300	106,520	372,820	106,520
Total adjustments	5,101,068	325,600	5,426,668	3,035,054
Net cash provided by (used in) operating activities	$ 5,719,674	$ (238,443)	$ 5,481,231	$ 6,270,317
Noncash investing, capital, noncapital and related financing activities:				
Increase (decrease) in fair value of investments that are not cash equivalents:				
Unrealized loss on investments	$ (7,186)	$ (36,909)	$ (44,095)	$ (13,992)
Acquistions of capital assets through accounts and retainage payable	8,029	155,358	163,387	-
Net contributions and transfers of capital assets from the following sources occurred:				
Grants Fund	-	3,494,648	3,494,648	-
General Capital Projects Fund	-	-	-	20,936
Water and Sewer Fund	-	-	-	123,927
	-	3,494,648	3,494,648	144,863
Total noncash investing, capital, noncapital and related financing activities	$ 843	$ 3,613,097	$ 3,613,940	$ 130,871

See Notes to Financial Statements.

City of Coral Springs, Florida

Fiduciary Funds
Statement of Net Position
September 30, 2023

	Trust Funds
Assets	
Cash and cash equivalents	**$ 10,982,102**
Investments:	
Debt securities	**81,873,075**
Equity securities	**345,007,286**
Other investments	**133,142,984**
Pending trades	**491,821**
Interest receivable	**387,140**
Accounts receivable – state contribution	**604,141**
Employee loan receivable and other assets	**1,200,255**
Total assets	**573,688,804**
Liabilities	
Accounts payable and accrued liabilities	**603,824**
Pending trades	**354,362**
Total liabilities	**958,186**
Net Position	
Net position restricted for future pension benefits	**4,943,241**
Net position restricted for current pension benefits and other purposes	**567,787,377**
Total net position	**$ 572,730,618**

See Notes to Financial Statements.

City of Coral Springs, Florida

Fiduciary Funds
Statement of Changes in Net Position
Fiscal Year Ended September 30, 2023

	Trust Funds
Additions	
Employee contribution	$ 6,650,661
Employer contribution	20,797,342
State contribution	4,013,176
Rollovers, net	39,007
Total contributions	31,500,186
Investment income	15,586,633
Net appreciation in fair value of investments	36,423,329
Other income	1,337,385
	53,347,347
Investment expense	(2,330,355)
Net investment income	51,016,992
Total additions	82,517,178
Deductions	
Benefit payments	23,666,965
DROP payments and other	10,793,378
Share plan	253,260
Refunds to participants	46,822
Administrative expenses	685,638
Total deductions	35,446,063
Change in net position	47,071,115
Net position restricted for pension benefits and other purposes, beginning of year	525,659,503
Net position restricted for pension benefits and other purposes, end of year	$ 572,730,618

See Notes to Financial Statements.

City of Coral Springs, Florida

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Note 1. Summary of Significant Accounting Policies

A. Financial Reporting Entity

The City of Coral Springs (the "City") was incorporated on July 10, 1963, under the provisions of Chapter 63-1248 Laws of Florida, Acts of 1963. The City operates under a Commission-Manager form of government and provides the following full range of municipal services authorized by its charter: public safety, highways and streets, sanitation, culture, education through its charter school, recreation, public improvements, planning and zoning, water and sewer and general administrative services.

The City's basic financial statements include the operations of all organizations for which the City is considered to be financially accountable.

The City Commission of Coral Springs, Florida under the provisions of Chapter 163 of the Florida Statutes established the Coral Springs Community Redevelopment Agency ("CRA") in 2001, by Ordinance No. 2001-128, as an independent special district. The CRA was established to prepare or have prepared a community redevelopment plan for areas within the City, which are determined to be slum or blighted areas and to carry out the community redevelopment purposes of Part III, Chapter 163, of the Florida Statutes. The CRA is a discretely presented component unit and is reported in a separate column in the government-wide financial statements. The CRA is a discrete component unit in that it is a legally separate entity, it has a governing board that is different from the City, a financial benefit/burden relationship exists with the City, and it does not provide services entirely or almost entirely to the City. The CRA's Board is composed of seven individuals, appointed by the City of Coral Springs' City Commission. Copies of these reports are available at the City Manager's Office in City Hall – 9500 West Sample Road, Coral Springs, Florida 33065.

The City also reports the Police Officers' Plan, Firefighters' Plan, General Employees Plan and the Other Post-Employment Benefits Plan as fiduciary component units. See Notes Note 15 - Employee Retirement and Note 16 Other Post-Employment Benefits (OPEB) for further information.

The following is a summary of the significant accounting policies applicable to the City:

The accounting policies of the City conform to accounting principles generally accepted in the United States of America ("GAAP") applicable to governmental units. The Governmental Accounting Standards Board ("GASB") is the standard-setting body for governmental accounting and financial reporting.

B. Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the City as a whole) and fund financial statements along with the notes to the financial statements. Both the government-wide and fund financial statements (within the basic financial statements) distinguish between the governmental and business-type activities of the City.

Government-wide financial statements include a statement of net position and a statement of activities. These statements report on the government as a whole and provide a financial picture of the entire government. The amounts reported as internal balances represent amounts due between governmental and business-type activities. Fiduciary Funds of the government are not included in this presentation since these resources are not available for funding general government programs.

Note 1. Summary of Significant Accounting Policies (Continued)

The statement of net position reports all financial and capital resources of the City's governmental and business-type activities. Governmental activities are those largely supported by taxes and intergovernmental revenue. Business-type activities rely to a significant extent on fees and charges for support. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes: (1) charges for goods or services that are recovered directly from customers for services rendered, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items that are not directly related to program revenue are reported as general revenue.

Separate financial statements are provided for Governmental Funds, Proprietary Funds, and Fiduciary Funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Since the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is provided which briefly explains the adjustments necessary to reconcile the governmental fund financial statements to the governmental activities of the government-wide presentations.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide, the proprietary fund and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are reported when a liability is incurred, regardless of the timing of related cash flows.

All governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenue is recognized in the accounting period in which it becomes both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pension costs, OPEB trust costs, leases, SBITAs and claims and judgments, are recorded only when payment is due.

Property taxes, when levied, franchise taxes, utility taxes, ambulance fees, intergovernmental revenues when the eligibility requirements are met, and interest income associated with the current fiscal period are recorded as revenue when measurable, if available. Licenses and permits, charges for services (excluding ambulance fees) and miscellaneous revenue are recorded as revenue when received in cash because they are generally not measurable until actually received.

Note 1. Summary of Significant Accounting Policies (Continued)

D. Major Funds and Basis of Presentation

The financial transactions of the City are recorded in individual funds. The operations of each fund are accounted for using a separate set of self-balancing accounts, which comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance, revenue and expenditures or expenses. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

Accounting principles generally accepted in the United States of America set forth minimum criteria (percentage of the assets, liabilities, revenue or expenditures/expenses of the applicable fund category and the governmental and enterprise combined) for the determination of major funds. The nonmajor funds are presented in one column in the respective fund financial statements.

The following is a description of the major governmental funds of the City:

The *General Fund* is the primary operating fund of the City. It is used to account for all financial resources of the general government, except those required to be accounted for in another fund. Revenue is derived primarily from property taxes, charges for services, utility taxes, state, federal and other intergovernmental revenue. General operating expenditures, fixed charges and capital outlay costs that are not paid through other funds are paid from the General Fund.

The *Fire Fund* is a special revenue fund used to account for the operations of the City's fire prevention and suppression services as well as training provided by the Fire Academy. Revenue is derived primarily from a non-ad valorem special tax assessment, a contractual agreement to provide fire/rescue services to a neighboring City, user fees for training and inspections and other intergovernmental revenue.

The *American Rescue Plan Fund* is a special revenue fund used to account for funds received from the federal government to facilitate the recovery from the economic impact and health effects of the COVID-19 pandemic.

The *General Capital Projects Fund* is a capital projects fund used to account for funds received and expended for the acquisition and construction of major capital facilities other than those financed by proprietary funds, grants, and general obligations, special obligation and revenue bonds and notes.

The following is a description of the major proprietary fund of the City:

The *Water and Sewer Fund* accounts for the provision of water and sewer services to residents and businesses of the City that fall under the City's jurisdiction.

Additionally, the City reports the following fund types:

The *Internal Service Funds* are used to account for goods and/or services provided by one department to other departments of the City on a cost-reimbursement basis. The City operates two Internal Service Funds: the *Self-Insurance Fund* and the *Equipment Services Fund*.

Note 1. Summary of Significant Accounting Policies (Continued)

The *Fiduciary Funds* are used to account for assets held by the City in a trustee capacity or as an agent on behalf of others. The trust funds account for the financial resources of the City's pension and OPEB trust plans. The funds are accounted for in essentially the same manner as the proprietary funds, using the same measurement focus and basis of accounting.

As a rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenue for the various functions concerned.

Amounts reported as program revenue in the government-wide financial statements include: (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. All revenue that is not program revenue is general revenue, and includes all taxes, as well as grants, contributions and investment earnings that are not restricted to a particular program.

Proprietary funds distinguish operating revenue and expenses from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All revenue and expenses not meeting this definition are reported as nonoperating.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed.

E. Accounting Standards Adopted

In fiscal year 2023 , the City adopted the following statements of financial accounting standards issued by the GASB:

- GASB Statement No. 91, *Conduit Debt Obligations*
- GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*
- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*

GASB Statement No. 91, *Conduit Debt Obligations*, was issued May 2019. This Statement provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice associated with: (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, was issued March 2020. This statement improves financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs).

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, was issued May 2020. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). The adoption of this statement resulted in a restatement of the financial statements as discussed in Note 18.

Note 1. Summary of Significant Accounting Policies (Continued)

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

Equity in pooled cash and investments: The City, for accounting and investment purposes, maintains a pooled cash and investments account. This gives the City the ability to invest large amounts of idle cash for short periods of time and to maximize earnings potential. Cash and cash equivalents include demand deposits, money market funds, cash on hand, commercial paper and certificates of deposits. The City considers all highly liquid investments with a maturity of three months or less when purchased, to be cash equivalents.

For purposes of the statement of cash flows, the Proprietary Funds' cash and cash equivalents, which are included in the City's pooled cash, are considered to be demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Investments are recorded at fair value, which is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Certain plan investments, money market funds and investments in the Florida Municipal Investment Trust Fund are recorded at net asset value (NAV) per share. This method of determining fair value uses member units to which a proportionate share of net assets is attributed.

Interfund receivables and payables: During its operations, the City has numerous transactions between funds that are lending and borrowing arrangements. These receivables and payables are classified as "due from other funds" or "due to other funds." Balances of interfund receivables and payables not expected to be liquidated within one year are recorded as advances to and advances from other funds. Balances of advances to other funds are classified as nonspendable in the fund balances of the respective funds since these balances are not available for appropriation.

Receivables and pending trades: All trade and other receivables are reported at original amount, net of an allowance for doubtful receivables based on a review of outstanding amounts on a regular basis. Management determines that allowance by specifically identifying uncollectible accounts and a general allowance is calculated based on the City's historic bad-debt experience.

Trust fund pending trades represent investment purchases or sales that have been initiated but have not settled as of the financial statement date, no allowance is recorded for such transactions.

Inventory: Inventory, consisting primarily of expendable supplies held for consumption, is stated at lower of cost or market on a first-in, first-out basis. The City utilizes the consumption method of accounting, which provides that expenditures are recognized when inventory is used. In the governmental funds' balance sheet, inventory is classified as nonspendable in the "fund balance" section to indicate that a portion of the "fund balance" is not available to pay for future expenditures.

Restricted assets: Certain proceeds from general obligation bonds and revenue notes and bonds, as well as other monies as required by bond indentures, are classified as restricted assets in the government-wide and proprietary fund statements of net position. Restricted assets are not presented on the balance sheet of the governmental funds; however, certain assets of these funds are restricted as to use.

Note 1. Summary of Significant Accounting Policies (Continued)

Capital assets: Capital assets, which include land, public art, property, plant, equipment, right-to-use leased assets and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary fund statement of net position. Infrastructure assets are defined as public domain capital assets such as roads, bridges, sidewalks, traffic signals and similar items that are immovable and of value only to the government unit. The City capitalizes all capital assets with a cost in excess of a $5,000 threshold and an estimated life greater than one year. Capital assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized but are expensed as incurred.

Capital assets are depreciated using the straight-line method over the estimated useful lives of the related assets. The ranges of the useful lives are as follows:

Asset Type	Years
Equipment	3 – 20
Vehicles	4 – 15
Building improvements	10 – 20
Land improvements	10 – 40
Other infrastructure	10 – 50
Buildings	40 – 50
Bridges	40
Roads	50
Right-to-use leased assets	4 – 5
Subscription assets	3

Leases:

Lessee: The City is a lessee in real estate leases. The City recognizes a lease liability and an intangible right-to-use lease asset (leased asset) in the government-wide and proprietary financial statements. The City recognizes lease liabilities with an initial, individual value of $160,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor: The City is a lessor in real estate leases. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide, proprietary and governmental fund financial statements. The City recognizes lease receivables with an initial, individual value of $160,000 or more.

Note 1. Summary of Significant Accounting Policies (Continued)

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

All leases: Key estimates and judgments include how the City determines: (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- For leases where the City is a lessee, the City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- For leases where the City is a lessor, the City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease receipts included in the measurement of the lease receivable are composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Subscription-Based Information Technology Agreements (SBITAs): The City subscribes to various software programs. The City recognizes a subscription liability and an intangible right-to-use subscription asset (subscription asset) in the government-wide and proprietary financial statements. The City recognizes subscription liabilities with an initial, individual value of $160,000 or more.

At the commencement of a subscription, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over its useful life.

Subscription assets are reported with other capital assets and subscription liabilities are reported with long-term debt on the statement of net position.

Key estimates and judgments include how the City determines: (1) the discount rate it uses to discount the expected subscription payments to present value, and (2) subscription term.

- The City uses the interest rate charged by the vendor as the discount rate. When the interest rate charged by the vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for subscription.
- The subscription term includes the noncancellable period of the subscription.

Note 1. Summary of Significant Accounting Policies (Continued)

The City monitors changes in circumstances that would require a remeasurement of its subscription and will remeasure the subscription liability and subscription assets if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Deferred outflows/inflows of resources: The Statement of Net Position includes a separate section for Deferred Outflows of Resources. This represents a consumption of net position that applies to future periods and will be recognized as expenditures in the future period to which it applies. Currently, there are three items in this category reported on the Government-wide Statement of Net Position. The deferred charge on refunding is the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or the refunding debt. The deferred outflows related to pensions and OPEB are comprised of the following items – investment gains and losses, demographic experience, assumption changes and employer pension contributions made subsequent to the measurement date which will be recognized in the following fiscal year.

The Statement of Net Position also includes a separate section for Deferred Inflows of Resources. This represents the acquisition of net assets applied to future periods and will be recognized as revenue in the future period to which it applies. Currently, there are three items in this category. Deferred inflow of pension and OPEB earnings is the difference between expected and actual earnings on investments, the difference between expected and actual experience and assumption changes as further explained in Notes 15 and 16. Deferred inflow of resources for leases is recognized as revenue over the life of the lease term as further explained in Note 8.

Unearned revenue: Unearned revenue represents grants and similar items for which the City has not met all eligibility requirements imposed by the provider to allow for revenue recognition.

Unavailable revenue: Unavailable revenue (a deferred inflow of resources) is recorded for governmental fund receivables that are not measurable and/or available. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the fiscal year.

Compensated absences: The City grants a specific number of vacation and sick leave hours with pay to its employees. When terminated, an employee is paid for accumulated vacation leave and a percentage of unused sick leave hours subject to certain limitations.

The cost of accumulated vacation and sick leave is recorded when earned by employees in the government-wide and proprietary funds financial statements for both the current and long-term portions. Expenditures for accumulated compensated absences are recorded in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-term obligations: In the government-wide and the proprietary funds financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bonds payable are reported net of the applicable bond premiums or discounts. Bond premiums or discounts are amortized over the life of the bonds using the effective interest method. Deferred amounts on refunding are amortized over the shorter of the remaining life of the old debt or the life of the new debt using the effective interest method and reported as deferred outflows of resources. Issuance costs are expensed in the year of issuance, except for prepaid bond insurance costs.

Note 1. Summary of Significant Accounting Policies (Continued)

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Payments to the refunded bonds escrow agent are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. Payment of debt principal and interest are reported as debt service expenditures.

Nature and purpose of fund balance: In the fund financial statements, governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation are classified as *restricted* fund balances. Amounts that can only be used for specific purposes pursuant to constraints imposed by the City Commission through an ordinance are classified as *committed* fund balances. Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed are classified as *assigned* fund balances. The City Commission, by resolution, authorized the City Manager to assign fund balance. The City Commission may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. *Non-spendable* fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. *Unassigned* fund balance represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

When both restricted and unrestricted resources are available for use for a given purpose, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed. When unrestricted resources are available for use for a given purpose, it is the City's policy to use committed resources first, then assigned, and then unassigned, as they are needed.

Fund balance stabilization policy: The City's policy is to maintain an adequate General Fund fund balance to provide a "rainy day" fund for use in unforeseen, unbudgeted emergency situations, such as sustained declines in real estate values of more than 10% and/or property tax collections that decline by more than 5%; 1.5% decline in revenues or 1.5% increase in spending requirements imposed by the state or federal government or vital to maintaining day to day operations of the City (e.g. gas, electricity); unreimbursable natural disaster expenditures or emergency infrastructure failures costing greater than $1,500,000; or unforeseen litigation in excess of $1,000,000. The City Commission established a committed fund balance reserve with a target level of a minimum of 17% up to 25% of budgeted General Fund expenditures less capital for the following year. Stabilization funds may be used when the City Commission or City Manager recognizes a need to utilize the funds. If established by the City Manager, the specific need must be reported to the City Commission at their next meeting. The City Commission must approve a budget amendment authorizing use of the stabilization funds. When such a need is recognized as part of the budget process, the need and amount will be documented as part of that process and adopted as part of the budget. Should the balance drop below the target level of a minimum of 17% up to 25% of budgeted General Fund expenditures less capital, the City will develop a plan to replenish the account to the minimum level from net revenue surpluses in subsequent fiscal year(s) until the balance is restored to the minimum level.

Note 1. Summary of Significant Accounting Policies (Continued)

Net position (deficit): Net position (deficit) is the result of assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position of the government-wide and proprietary funds is categorized as net investment in capital assets, restricted, and unrestricted. The first category represents capital assets, less accumulated depreciation and net of any outstanding debt associated with the acquisition of capital assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction or improvement of those assets or related debt are included in this component of net position.

Restricted net position represents net position that is restricted by requirements of bond indentures and other externally imposed constraints. Unrestricted net position (deficit) represents the net position of the City that is not restricted for any project or purpose.

Self-insurance: The City is partially self-insured for general and auto liability, property, workers' compensation and employees' health and dental. The operating funds are charged premiums by the City's Self-Insurance Fund, which is accounted for as an Internal Service Fund. The accrued liability for estimated claims reported in the self-insurance fund represents an estimate of the eventual loss on claims including claims incurred but not yet reported.

Pensions: For the purposes of measuring the net pension liability, net pension asset, deferred outflows of resources, deferred inflows of resources and pension expense, the fiduciary net position of the City's General Employees' Retirement Plan, Police Officers' Retirement Plan and the Firefighters' Retirement Plan (the Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Investments in real estate are recorded at market using valuation techniques such as the market approach or the income approach for which sufficient and reliable data is available.

The City applies GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27,* GASB 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*, GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not Within the Scope of GASB Statement 68 and GASB 82, Pension Issues-An Amendment of GASB Statements No. 67, No. 68 and No. 7,* for the measurement, recognition and disclosure of pension expenditures or expenses, liabilities and assets as discussed in Note 15 Employee Retirement Plans.

Other Post-Employment Benefits (OPEB): For the purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources, and OPEB expense, the fiduciary net position of the Other Post-Employment Trust and additions to/deductions from OPEB fiduciary net position have been determined on the same basis as they are reported by the OPEB plan.

The City applies GASB Statement No. 75, *Accounting and Financial Reporting for Post-Employment Benefit Plans Other Than Pensions*, for the measurement, recognition and disclosure of OPEB expenditures or expenses, liabilities and assets as discussed in Note 16 Other Post-Employment Benefits for the employer.

Note 1. Summary of Significant Accounting Policies (Continued)

Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets/deferred outflows and liabilities/deferred inflows and disclosure of contingent assets/deferred outflows and liabilities/deferred inflows at the date of the financial statements and the reported amounts of revenue and expenditures/expenses during the reporting period. Actual results could differ from management's estimates. Significant estimates in the financial statements include the liability for self-insured losses, other post-employment benefits and pension benefits.

G. Other Policies

Property taxes: The City's property tax is levied, becomes a lien on real and personal property located in the City, and is recorded as a receivable on November 1 of each year based upon the assessed value established by the Broward County Property Appraiser as of the prior January 1. The City is permitted by Florida law to levy ad-valorem taxes for real and tangible personal property taxes up to $10 per $1,000 of assessed value, except for special benefits and debt service obligations which may be issued with the approval of those taxpayers subject to ad-valorem taxes. The assessed value as of January 1, 2022, upon which the 2023 fiscal year levy was based, was approximately $11.7 billion. Taxes were levied at $6.0232 per $1,000 for the General Fund and $0.2303 per $1,000 for the Debt Service Fund, for the year ended September 30, 2023.

Taxes become payable on November 1st each year and are discounted 1% for each month for payment prior to the following March 1st. All unpaid taxes become delinquent on April 1st and are subject to the issuance of Tax Sale Certificates on June 1st. Tax collections for the year ended September 30, 2023, were 95.3% of the tax levy, net of discounts allowed.

The City's tax revenue is first paid to the Broward County Tax Collector who then remits such collections to the City based on a calendar prescribed by law. The City's taxes are billed along with all other taxes due to Broward County taxing entities. The Tax Collector pays the City interest on monies held from the day of collection to the day of distribution. The City has no control over the investment program of the Tax Collector as this program is governed by Florida Statutes.

Note 2. Fund Balances and Budgetary Control

Deficit Fund Balances: The fund balance deficit in the Grants Fund totaling $15,586 is expected to be eliminated by revenue collectible in future years, which is reported as unavailable revenue related to reimbursement-based grants which do not meet the availability criteria at year end for revenue recognition.

The fund balance deficit in the Sales Tax Surtax Fund totaling $3,177 is expected to be eliminated by revenue collectible in future years, which is reported as unavailable revenue related to reimbursement-based grants which do not meet the availability criteria at year end for revenue recognition.

Note 2. Fund Balances and Budgetary Control (Continued)

Fund Balance Classifications: The following is the detail for fund balance classifications in the financial statements:

	General Fund	Fire Fund	American Rescue Plan Fund	General Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Fund balances						
Nonspendable						
Inventory	$ 1,074,337	$ -	$ -	$ -	$ -	$ 1,074,337
Prepaid items	692	-	-	-	-	692
Subtotal	1,075,029	-	-	-	-	1,075,029
Restricted						
Fire safety	-	4,877,386	-	-	-	4,877,386
Capital projects	-	-	524,437	-	2,295,275	2,819,712
Charter school operations	-	-	-	-	2,465,700	2,465,700
Law enforcement	-	-	-	-	3,425,309	3,425,309
Public art	-	-	-	-	1,715,663	1,715,663
Physical environment	-	-	-	-	820,987	820,987
Affordable housing	-	-	-	-	535,233	535,233
Subtotal	-	4,877,386	524,437	-	11,258,167	16,659,990
Committed						
Stabilization fund	31,990,104	-	-	-	-	31,990,104
Assigned						
Computer replacement program	3,170,999	-	-	-	-	3,170,999
Facilities replacement	2,182,036	-	-	-	-	2,182,036
Parks replacement	5,010,861	-	-	-	-	5,010,861
Subsequent years' expenditures	1,500,000	-	-	-	-	1,500,000
Debt Service	-	-	-	-	1,183,474	1,183,474
Capital projects	10,546,530	-	-	25,011,744	-	35,558,274
Subtotal	22,410,426	-	-	25,011,744	1,183,474	48,605,644
Unassigned						
General Fund	2,235,131	-	-	-	-	2,235,131
Special Revenue Funds	-	-	-	-	(15,586)	(15,586)
Debt Service Fund	-	-	-	-	-	-
Capital Projects Funds	-	-	-	-	(3,177)	(3,177)
Subtotal	2,235,131	-	-	-	(18,763)	2,216,368
Total fund balances	$ 57,710,690	$ 4,877,386	$ 524,437	$ 25,011,744	$ 12,422,878	$ 100,547,135

Note 3. Cash, Cash Equivalents and Investments

General Authorization:

The City maintains a cash and cash equivalents and investments pool that is available for use by all funds except for those in which the cash and investments must be segregated due to bond indenture or other legal restrictions such as in the Pension Trust Funds. Interest earned on pooled cash and investments is allocated to funds based on average daily balances. Cash and cash equivalents include cash on hand, amounts in demand and time deposits, and short-term investments with original maturity dates within three months of the date acquired by the City.

Florida Statutes, Chapter 280, Florida Security for Public Deposits Act (the "Act") prescribes the deposit authority of the City. City policy conforms to state statute. Deposits whose value exceeds the limits of federal depository insurance are entirely insured or collateralized pursuant to Florida Statutes, Chapter 280. Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral of the depository to be held subject to his or her order. The Treasurer, by rule, shall establish minimum required collateral pledging levels. The pledging level may range from 25% to 200% of the average monthly balance of public deposits depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. The Public Deposit Security Trust Funds have a procedure to allocate and recover losses in the event of default or insolvency. All City depositories at year-end were designated as qualified public depositories. All bank balances were covered by federal deposit insurance and the banks' participation in the Florida Security for Public Deposits Act.

Chapters 218 and 280, Florida Statutes, Section 2-8 City Code of Ordinances, and the adopted investment policy govern the City's investment practices.

Investment Policy

Primary Government

The City is authorized to invest in a wide range of securities that include certificates of deposit, obligations of the U.S. Treasury, its agencies and instrumentalities, prime commercial paper, fixed income mutual funds, money market mutual funds, state and local government taxable and tax-exempt debt, corporate notes and the State Board of Administration investment pool.

Pension Plans

The Pension Plans are authorized to invest in obligations of the U.S. Government, including mortgage-related securities, domestic and international equities, fixed income investments, commercial paper, banker's acceptance and money market funds and mutual funds. The Police Plan may also invest in mortgage-related securities or asset backed securities not issued by the U.S. government or agency or instrumentality thereof, and State of Israel bonds. The investments of the plans are managed by independent investment managers in accordance with the plan provisions as established by each pension board.

The General Employees' Retirement Plan Board has adopted an investment policy to allocate up to 65% of fund assets to equities and the remaining balance invested in fixed income securities and cash equivalents.

Note 3. Cash, Cash Equivalents and Investments (Continued)

The Police Officers' Retirement Plan Board has adopted the following asset allocation policy as of September 30, 2023:

Asset Class	Target Allocation
Domestic equity	50%
International equity	15%
Real estate	15%
Fixed income	10%
Global asset allocation	5%
Infrastructure	5%

The Firefighters' Retirement Plan Board has adopted the following asset allocation policy as of September 30, 2023:

Asset Class	Target Allocation
Domestic equity	45%
International equity	15%
Real estate	15%
Broad market fixed income	10%
Infrastructure	5%
Global Tactical Asset Allocation (GTAA)	5%
Private equity	5%

On September 30, 2023, cash and investments of the primary government and the fiduciary funds consisted of the following:

	Bank Balance	Carrying Value
Deposits in financial institutions	$ 18,824,172	$ 15,132,908
Cash on hand		3,955
Investments		733,067,892
Total		$ 748,204,755
Statement of Net Position:		
Cash and cash equivalents – unrestricted		$ 46,331,712
Cash and cash equivalents – restricted		3,884,775
Investments – unrestricted		126,708,231
Investments – restricted		274,590
Fiduciary Funds:		
Cash and cash equivalents		10,982,102
Investments		560,023,345
Total cash and cash equivalents and investments		$ 748,204,755

Note 3. Cash, Cash Equivalents and Investments (Continued)

Interest Rate Risk. Interest rate risk is the risk that the changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

Primary Government

As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits the City's investment portfolio to maturities of 10 years or less with no more than 50% of the City's investment portfolio in maturities of more than three years. As of September 30, 2023, the average maturity of the City's investment portfolio did not exceed 3 years.

Pension Funds

The established performance objectives require investment maturities to match anticipated cash-flow requirements to pay obligations when due. The Plans do not have a formal investment policy that limits investment maturities as a means of managing their exposure to fair value losses arising from increasing interest rates.

On September 30, 2023, the primary government and pension funds had the following investments subject to interest rate risk using the segmented time distribution method:

	Remaining Maturity (in Years)				
Investment Type	Less Than 1 Year	1-5 Years	6-10 Years	More Than 10 Years	Total
Money Market Mutual Funds	$ 43,989,093	$ -	$ -	$ -	$ 43,989,093
U.S. Government Securities	-	118,775,340	10,835,141	20,212,209	149,822,690
Municipal Debt	-	805,500	-	-	805,500
Asset-Backed Securities	-	-	-	825,430	825,430
Corporate Bonds	-	12,698,887	4,439,405	388,828	17,527,120
Investments in Money Market and Bond Mutual Funds for 401(a) Plans	2,863,969	31,048,275	8,008,303	-	41,920,547
	$ 46,853,062	$ 163,328,002	$ 23,282,849	$ 21,426,467	254,890,380
Instruments not subject to Interest Rate Risk:					
Cash					27,242
Equity securities					345,007,286
Other investments					133,142,984
Total Investments					$ 733,067,892

Note 3. Cash, Cash Equivalents and Investments (Continued)

Credit Risk. Credit risk exists when there is a possibility the issuer or other counterparty to an investment may be unable to fulfill its obligations. On September 30, 2023, the primary government had the following investments subject to credit risk as noted by their credit rating:

Primary Government

	Investment Type			
Rating	Money Market Mutual Funds	Municipal Debt	Corporate Bonds	Total
AAAm S&P	$ 33,034,231	$ -	$ -	$ 33,034,231
AAA S&P	-	273,275	-	273,275
AA+ S&P	-	243,284	-	243,284
AA S&P	-	-	1,509,065	1,509,065
AA- S&P	-	288,941	587,239	876,180
A+ S&P	-	-	4,175,385	4,175,385
A S&P	-	-	3,556,168	3,556,168
	$ 33,034,231	$ 805,500	$ 9,827,857	43,667,588
			U.S. Government Securities *	118,394,855
				$ 162,062,443

* The rating table above does not include U.S. Government Securities as these securities are backed by the full faith and credit of the U.S. Government.

State law limits investments in commercial paper to the top two ratings used by nationally recognized statistical rating organizations ("NRSROs"). The City's policy is to limit its investments in commercial paper to the top rating issued by NRSROs, to limit its investments in State and Local Government Debt and Fixed Income Mutual / Money Market Funds to funds with underlying securities rated at least "A" by NRSROs and to limit its investments in corporate bonds to an "A", at the time of purchase, by NRSROs. The ratings of the investments held at year-end are shown above. All were rated within the City's policy guidelines, if applicable, when purchased.

Note 3. Cash, Cash Equivalents and Investments (Continued)

Pension and OPEB Funds

On September 30, 2023, the Pension and OPEB Trust funds had the following investments subject to credit risk as noted by their credit rating:

	Investment Type					
Rating	Money Market Mutual Funds	Asset Backed Securities	Corporate Bonds	Bond Mutual Fund	Multi-asset Mutual Funds	Total
AAAm S&P	$ 10,954,862	$ -	$ -	$ -	$ -	$ 10,954,862
AAA S&P	-	350,623	-	-	-	350,623
AA S&P	-	-	94,063	31,048,276	-	31,142,339
AA- S&P	-	-	102,983	-	-	102,983
A+ S&P	-	-	915,241	-	-	915,241
A S&P	-	-	2,843,313	-	-	2,843,313
A- S&P	-	-	2,611,850	-	-	2,611,850
BBB+ S&P	-	-	854,939	-	-	854,939
BBB S&P	-	-	112,433	-	-	112,433
4 stars Morningstar	-	-	-	3,960,645	-	3,960,645
3 stars Morningstar	-	-	-	4,047,646	-	4,047,646
Not rated	-	474,807	164,441	2,863,980	22,360,804	25,864,032
	$ 10,954,862	$ 825,430	$ 7,699,263	$ 41,920,547	$ 22,360,804	83,760,906
					U.S. Government Securities *	31,427,835
					Florida Municipal Investment Trust**	6,884,036
					Real Estate Commingled Funds ***	65,540,278
					Limited Partnerships ***	40,716,586
						$ 228,329,641

* The rating table above does not include U.S. Government Securities as these securities are backed by the full faith and credit of the U.S. Government.

** The City invested in the Florida Municipal Pension Trust Fund (FMPTF) to provide funding for other post-employment benefits offered by the City. The FMPTF is managed through the Florida Municipal Investment Trust, a Local Government Investment Pool. The Local Government Investment Pool is not rated.

*** The Police and Fire Pension Plans invest in Real Estate Commingled Funds and Limited Partnerships which are not rated.

Note 3. Cash, Cash Equivalents and Investments (Continued)

The Pension Plans utilize portfolio diversification to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The Pension Plans' investment policies have no limits imposed on fixed income securities issued directly by the U.S. Government or any agency or instrumentality thereof.

General Employees' Plan

The investment policy limits corporate fixed income securities to investment grade or higher by Standard and Poor's, Moody's or Fitch. On September 30, 2023, the portfolio met the credit rating limitations of the investment policy.

Police Plan

The Police Plan limits corporate fixed income securities to the top four ratings classification by a major rating service and limits money market funds to a rating of "A1" by Standard & Poor's or "P1" by Moody's. On September 30, 2023, the portfolio met the credit rating limitations of the investment policy.

Firefighters' Plan

The Fire Plan limits corporate fixed income securities to investment grade or higher as reported by a major credit rating service and limits money market funds to a rating of "A1" or higher by Standard & Poor's or "P1" by Moody's. On September 30, 2023, the portfolio met the credit rating limitations of the investment policy.

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the government or Plan will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

Primary Government

The City's investment policy requires securities, except for securities related to overnight repurchase agreements, be held by a third-party custodian and be properly designated as an asset of the City and held in the City's name. As of September 30, 2023, the City's investment portfolio was held with a third-party custodian, and designated as City assets, as required by the City's investment policy.

Pension Funds

The Pension Plans do not have an investment policy for custodial credit risk. As of September 30, 2023, each of the Pension Plans' investment portfolios was held with a third-party custodian in the Pension Plans' name.

Note 3. Cash, Cash Equivalents and Investments (Continued)

Concentration of Credit Risk. Concentration risk is the risk of loss attributed to the magnitude of the government's or Plan's investment in a single issuer.

Primary Government

The City limits the amount that can be invested in any one issuer of Federal Instrumentalities to 25% of the portfolio. Investments in a single issuer that represent more than 5% of the City's investments are listed below:

Issuer	Investment Type	Reported Amount	Percentage of City's Portfolio
Federal Home Loan Bank	Federal Instrumentalities	$ 7,746,616	6%

Pension and OPEB Funds

The Police and Firefighters' Plan limits corporate common stock and convertible bonds to 75% of Plan assets at market and foreign securities to 25% of Plan assets at market. There were no foreign securities held by the Plans at year end.

There were no investments in a single issuer that represent more than 5% of the General, Police, Fire or the OPEB Plans' investments.

Restricted Cash

Restricted Cash on September 30, 2023, consists of the following:

	Restricted Cash
Water and Sewer Customer Deposits	$ 1,558,305
Unspent proceeds for the following debt issuances:	
Capital Revenue Bonds, Series 2015B	21,087
Special Obligation Bonds, Series 2017	16,659
Special Obligation Note, Series 2019	1,532,100
Special Obligation Note, Series 2020	511,884
Water and Sewer Revenue Bonds, Series 2015	244,740
Total	$ 3,884,775

Note 3. Cash, Cash Equivalents and Investments (Continued)

Fair Value Hierarchy

GASB *Statement No. 72, Fair Value Measurement and Application*, requires that investments be categorized according to the fair value hierarchy established by this Statement. The hierarchy is based on valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Money market and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for identical securities. Governmental bonds, corporate bonds, other fixed income instruments, and international bonds classified in Level 2 of the fair value hierarchy are valued based on significant other observable inputs, which may include, but are not limited to, quoted prices for similar assets or liabilities in markets that are active, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the assets or liabilities or other market corroborated inputs. Level 3 assets include financial instruments whose value is determined using pricing models, discounted cash flows methodologies or similar techniques, as well as instruments for which the determination of fair value requires significant management judgement.

Primary Government

The Primary Government's investments in U.S. Government securities ($118,394,855) are considered Level 1 and Municipal debt ($805,500) and Corporate Bonds ($9,827,857) are considered Level 2. The money market funds ($33,034,231) are measured at amortized cost.

Note 3. Cash, Cash Equivalents and Investments (Continued)

Pension Funds

The Pension and Other Post-Employment Benefit Plans' investments are categorized as follows according to the GASB 72 fair value hierarchy as of September 30, 2023:

		Fair Value Measurements Using		
Investments	Balance (in thousands)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Debt Securities:				
U.S. Government Obligations	$ 31,427,835	$ 31,427,835	$ -	$ -
Asset-Backed Securities	825,430	-	825,430	-
Corporate Bonds	7,699,263	-	7,699,263	-
Investments in Bond Mutual Funds for 401(a) Plans	41,920,547	41,920,547	-	-
Equity Securities:				
Common Stocks	135,142,783	135,142,783	-	-
Common Stock Mutual Funds	140,976,376	22,708,992	118,267,384	-
Investments in Stock Mutual Funds for 401(a) Plans	68,888,127	68,888,127	-	-
Other Investments:				
Multi-asset Mutual Funds	20,002,084	-	20,002,084	-
Total Investments by Fair Value Level	446,882,445	$ 300,088,284	$ 146,794,161	$ -
Measured at net asset value:				
Real-Estate Commingled Funds:				
American Core Realty Fund	33,461,560			
Invesco Emerging Markets Equity	5,315,198			
JPMorgan Special Situations Fund	6,185,081			
JPMCB Special Situations Property Fund	20,578,439			
	65,540,278			
Limited Partnerships:				
Vontobel Global Emerging Markets Fund	10,894,599			
Affiliated Housing Impact Fund	2,578,690			
Capital Dynamics Global Second VI	890,321			
Serenitas Gamma Fund	4,220,817			
Taurus Private Markets Fund II	258,468			
PA Secondary Fund VI	1,942,147			
IFM Global Infrastructure	19,931,544			
	40,716,586			
Investment Trust:				
Florida Municipal Investment Trust	6,884,036			
Measured at amortized costs				
Money market funds	10,954,862			
	$ 570,978,207			

Note 3. Cash, Cash Equivalents and Investments (Continued)

The American Core Realty Fund is a real-estate fund whose purpose is to actively manage a core portfolio of primarily equity real estate investments located in the United States. The fund is a diversified open-end commingled fund invested in high-quality core office, industrial, retail and multi-family properties nationwide emphasizing strong income and the potential for long-term appreciation. The fund targets major metropolitan markets that are innovation hubs, have a concentration of globally competitive industries, and highly educated populations. Requests for redemptions of units in the fund may be made at any time, with 10 business day's notification by submitting a redemption notice form signed by a representative of the Plan, and are effective at the end of the calendar quarter in which the request is received.

Invesco Emerging Markets Equity is an open-ended fund that invests in the equity securities of issuers located in emerging market countries. Invesco manages investments across a range of asset classes, investment styles and geographies, with a significant presence in the retail and institutional markets in North America, Europe, the Middle East and Africa and Asia-Pacific.

JPMorgan Special Situations Fund is a real-estate fund whose purpose is to actively manage a core and value-added portfolio of primarily equity real-estate investments located in the United States. The fund targets real estate investments that seek to provide a moderate level of current income and high residual property appreciation. The fund's investment portfolio spans major markets and property types and includes a balanced mix of stabilized properties and value-added properties with appreciation potential. Requests for redemptions of units in the fund may be made at any time, with 60 business day's notification by submitting a redemption notice form signed by a representative of the Plan, and are effective at the end of the calendar quarter in which the request is received.

JPMCB Special Situation Property Fund is a real-estate fund whose purpose is to actively manage a core and value-added portfolio of primarily equity real-estate investments located in the United States. The fund targets real estate investments that seek to provide a moderate level of current income and high residual property appreciation. The fund's investment portfolio spans major markets and property types and includes a balanced mix of stabilized properties and value-added properties with appreciation potential. Requests for redemptions of units in the fund may be made at any time, with 60 business day's notification by submitting a redemption notice form signed by a representative of the Plan, and are effective at the end of the calendar quarter in which the request is received.

Vontobel Global Emerging Markets Fund's investment objective is capital appreciation through investing in a diversified portfolio consisting primarily of equity securities. Equity securities consist of common stocks and securities convertible into common stocks, such as warrants, rights, convertible bonds, debentures or convertible preferred stock. Under normal market conditions, the Fund will invest at least 75% of its assets in equity securities issued by companies that are in "developing countries" or "emerging markets."

Affiliated Housing Impact Fund is a close-ended real estate fund focused on building workforce housing in South Florida. The fund is managed by Affiliated Development. The fund is located in Fort Lauderdale, Florida and invests in multi-family properties and seeks real-estate related impact investment.

Note 3. Cash, Cash Equivalents and Investments (Continued)

Capital Dynamics Global Secondaries VI (US), L.P. (the Partnership.) was formed on November 17, 2021, as a Delaware limited partnership. As of December 31, 2022, the Partnership has committed USD $231,737,500 to Dynamics Global Secondaries VI Holdings, L.P. (the Aggregator.). The Aggregator is a holding company which intends to acquire mature interests in buyout, growth capital and other private equity funds. The investment strategy emphasizes building a diversified portfolio of secondary investments, but the Aggregator also intends to acquire a limited number of primary fund investments. The Aggregator may also acquire direct investments when acquired as part of a secondary transaction.

Serenitas Credit Gamma Fund was organized for the purpose of trading and investing in a broad range of listed and unlisted securities. The Fund invests substantially all of its assets through a master-feeder structure in Serenitas Credit Gamma Master Fund, LP (the "Master Fund"), an investment company that has the same investment objectives as the Fund.

Taurus Investment Holdings is a close-ended Fund. The Funds Private Equity manager will fund some direct private equity investing, as well as some secondary investing, and will fund coinvestments as well. The funds focus on North American lower middle market leveraged buyout, private credit and venture capital opportunities. As of December 31, 2023, Taurus managed $323,710,000 in client assets on a discretionary basis. The firm's investment strategy involves acquiring, holding, funding and disposing of interests in private investment funds and co-investment opportunities.

PA Secondary Fund VI, LP (the "Fund"), a Delaware limited partnership, was organized on September 10, 2019, held its first close on November 26, 2019, and commenced operations on February 11, 2020. The Fund was for the purpose of investing in private equity fund interests, structured solutions, direct company shares, and other emerging opportunities in the secondary markets ("Investment Funds"). PASF VI GP, LLC is the "General Partner of the Fund. Apogem Capital, LLC (formerly known as PA Capital), serves as the investment manager to the Fund.

IFM Global Infrastructure is a partnership that operates as a feeder in a master-feeder structure. The partnership invests substantially all of its assets in IFM Global Infrastructure Fund (the Master Fund), which is a Cayman Islands unit trust registered under the Mutual Funds Law of the Cayman Islands. The Master Fund's investment objective, which is the same investment objective as the partnership, is to acquire and maintain a diversified portfolio of global infrastructure investments (with strong market positions, predictable regulatory environments, high barriers to entry, limited demand elasticity and long lives) that realizes a 10% annual return over the long-term (10+ years), which will range between 8%-12% per annum depending on the stage of the market cycle. All or a portion of the capital account balances may be redeemed, subject to prior written notice given to the partnership.

The Florida Municipal Investment Trust ("FMIT") is an intergovernmental investment pool created by interlocal agreement under F.S. 163.01. The FMIT fund is designed to provide an investment diversification option, specifically to meet the short-term investment needs of Florida local governments. (e.g., bond proceeds, project funds, cash reserves). Investments consists primarily of U.S. Treasuries, Mortgages, Commercial Paper, Government Related Securities, Asset-Backed Securities rated AAA or A-1, and Corporate Bonds rated A or better by Fitch Ratings'. The fund provides return in the form of share value.

There are no unfunded commitments at year end for any of the investments listed above.

Note 3. Cash, Cash Equivalents and Investments (Continued)

Discretely Presented Component Unit

At year-end, the carrying amount of the Community Redevelopment Agency's deposits was $1,581,089 and the bank balance for these deposits totaled $1,624,788. Bank balances covered by federal deposit insurance totaled $250,000 with the remaining funds insured by the banks' participation in the Florida Security for Public Deposits Act. The Community Redevelopment Agency does not have a separate deposit and investment policy and it follows the deposit and investment policies of the City as discussed previously.

Note 4. Receivables and Payables

Receivables for the City's governmental individual major and nonmajor funds in the aggregate and the internal service funds, including the applicable allowances for uncollectible accounts, are as follows:

Governmental	General	Fire	Internal Service	Total
Receivables:				
Accounts	$ 12,908,868	$ 9,300	$ 51,282	$ 12,969,450
Allowance for uncollectible accounts	(4,897,348)	(425)	-	(4,897,773)
Net governmental receivables	$ 8,011,520	$ 8,875	$ 51,282	$ 8,071,677

Receivables for the City's business-type activities and allowances for uncollectible accounts are as follows:

Business-Type	Water and Sewer
Receivables:	
Accounts	$ 2,447,673
Unbilled usage fees	1,803,801
Allowance for uncollectible accounts receivable	(454,074)
Net business-type receivables	$ 3,797,400

Note 4. Receivables and Payables (Continued)

Payables at year-end for the City's governmental individual major and nonmajor funds, and internal service funds in the aggregate, are as follows:

Governmental	General	Fire	American Rescue Plan	General Capital Projects	Nonmajor Governmental Funds	Internal Service	Total
Payables:							
Vendors	$ 1,432,169	$ 69,154	$ 654,288	$ 1,316,838	$ 251,537	$ 628,304	$ 4,352,290
Retainage	-	-	47,973	19,350	119,350	-	186,673
Salaries and benefits	1,694,056	384,118	-		8,701	34,680	2,121,555
Net governmental payables	$ 3,126,225	$ 453,272	$ 702,261	$ 1,336,188	$ 379,588	$ 662,984	$ 6,660,518

Payables for the City's business-type activities are as follows:

Business-Type	Water and Sewer	Nonmajor Enterprise Funds	Total
Payables:			
Vendors	$ 2,010,166	$ 1,071,549	$ 3,081,715
Retainage payable	56,996	32,377	89,373
Salaries and benefits	81,467	36,123	117,590
Other	5,950	33,256	39,206
Net business-type payables	$ 2,154,579	$ 1,173,305	$ 3,327,884

Note 5. Interfund Receivables, Payables and Transfers

Advance to/from Other Funds

Receivable Fund	Payable Fund	Amount
Equipment Internal Services Fund	Fire Fund	$ 300,000

The amount payable to the Equipment Services Fund relates to an advance made to the Fire Fund to provide additional funding for the construction of two fire stations. The advance requires a minimum repayment amount of $100,000 annually and will be repaid by 2026.

Due to/from Other Funds

Receivable Fund	Payable Fund	Amount
General Fund	Nonmajor Governmental Funds	$ 81,281

The amounts payable to the general fund represents a short-term loan that will be repaid in the subsequent year.

Note 5. Interfund Receivables, Payables and Transfers (Continued)

Transfers

The composition of interfund transfers for the year ended September 30, 2023, is as follows:

	Transfers In					
Transfers Out	General	Fire	General Capital Projects	Nonmajor Governmental	Internal Service	Total Transfers Out
General	$ -	$ 2,876,912	$ 18,345,030	$ 8,850,432	$ -	$ 30,072,374
Fire	-	-	1,252,883	904,682	-	2,157,565
Nonmajor Governmental	147,156	-	-	154,127	-	301,283
Internal Service	-	-	238,000	27,827	-	265,827
Water and Sewer	-	-	-	135,226	123,927	259,153
Nonmajor Enterprise	-	-	-	137,909		137,909
Total Transfers In	$ 147,156	$ 2,876,912	$ 19,835,913	$ 10,210,203	$ 123,927	$ 33,194,111

The transfer to the Fire Fund is made to cover ad-valorem and non-ad valorem taxes related to churches and schools that are not assessed due to those entities having tax exempt status. The transfers to the Nonmajor Governmental Funds include approximately $9.8 million to the Debt Service Fund to fund principal, interest and lease payments and $0.4 million to fund Museum operations. Transfers to the General Capital Projects fund will be used for current and future City planned capital projects.

Note 6. Capital Assets and Construction Commitments

Capital assets activity for the year ended September 30, 2023, is as follows:

Primary Government

Governmental Activities (Including Internal Service Funds)	Beginning Balance	Increases/ Transfers	Decreases/ Transfers	Ending Balance
Capital assets not being depreciated:				
Land	$ 32,672,457	$ -	$ -	**$ 32,672,457**
Public Art	2,987,651	45,000	-	**3,032,651**
Construction in progress	34,470,513	6,246,713	(3,607,777)	**37,109,449**
Total capital assets not being depreciated	70,130,621	6,291,713	(3,607,777)	**72,814,557**
Capital assets being depreciated:				
Land improvements	55,975,384	598,378	-	**56,573,762**
Buildings and improvements	154,861,251	1,680,094	-	**156,541,345**
Infrastructure	109,804,685	6,582,581	(111,595)	**116,275,671**
Equipment	74,245,016	5,705,172	(4,052,376)	**75,897,812**
Right-to-use leased assets – building	853,625	-	-	**853,625**
Subscription assets **	506,643	-	-	**506,643**
Total capital assets being depreciated	396,246,604	14,566,225	(4,163,971)	**406,648,858**
Less accumulated depreciation for:				
Land improvements	40,684,415	1,922,562	-	**42,606,977**
Buildings and improvements	67,849,831	3,942,284	-	**71,792,115**
Infrastructure	85,505,867	3,310,956	(11,158)	**88,805,665**
Equipment	53,851,944	6,113,302	(3,848,317)	**56,116,929**
Right-to-use leased assets – building	201,017	201,017	-	**402,034**
Subscription assets	-	380,873	-	**380,873**
Total accumulated depreciation	248,093,074	15,870,994	(3,859,475)	**260,104,593**
Total capital assets being depreciated, net	148,153,530	(1,304,769)	(304,496)	**146,544,265**
Governmental activities capital assets, net	$ 218,284,151	$ 4,986,944	$ (3,912,273)	**$ 219,358,822**

** Beginning balance was restated with the implementation of GASB 96, S*ubscription-Based Information Technology Agreements.*

Note 6. Capital Assets and Construction Commitments (Continued)

Business-Type Activities	Beginning Balance	Increases/ Transfers	Decreases/ Transfers	Ending Balance
Capital assets not being depreciated:				
Land	$ 198,586	$ -	$ -	**$ 198,586**
Construction in progress	9,250,723	3,863,403	(2,337,354)	**10,776,772**
Total capital assets not being depreciated	9,449,309	3,863,403	(2,337,354)	**10,975,358**
Capital assets being depreciated:				
Land improvements	220,086	-	-	**220,086**
Buildings	27,409,778	-	-	**27,409,778**
Infrastructure	105,779,462	4,242,688	-	**110,022,150**
Equipment	3,706,025	405,482	(142,200)	**3,969,307**
Total capital assets being depreciated	137,115,351	4,648,170	(142,200)	**141,621,321**
Less accumulated depreciation for:				
Land improvements	99,114	12,986	-	**112,100**
Buildings	23,531,692	593,403	-	**24,125,095**
Infrastructure	57,944,322	4,306,072	-	**62,250,394**
Equipment	3,072,990	156,061	(18,274)	**3,210,777**
Total accumulated depreciation	84,648,118	5,068,522	(18,274)	**89,698,366**
Total capital assets being depreciated, net	52,467,233	(420,352)	(123,926)	**51,922,955**
Total business-type activities capital assets, net	$ 61,916,542	$ 3,443,051	$ (2,461,280)	**$ 62,898,313**

Note 6. Capital Assets and Construction Commitments (Continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

	Balance
Governmental activities:	
General government	$ 3,011,713
Public safety:	
Police	3,486,833
Fire	1,446,146
Parks and recreation	3,069,290
Public works	3,117,423
Development services	287,076
Educational and cultural programs	1,452,513
Total depreciation expense – governmental activities	$ 15,870,994
Business-type activities:	
Water and sewer	$ 4,702,851
Stormwater	365,671
Total depreciation expense – business-type activities	$ 5,068,522

Construction Commitments

The City has active construction projects as of September 30, 2023. The significant projects and related construction commitments as of September 30, 2023, are as follows:

Project	Spent-to-Date	Remaining Commitment
Aquatic Complex deck improvements	$ 714,808	$ 2,408,212
Westside campus construction	13,447,710	238,014
Sewer rehabilitation	1,660,737	1,937,944
ADA upgrades	156,642	278,793
Roadway resurfacing	1,840,305	264,317
Fire Station 64	4,793,201	197,448
Force main replacement	615,163	1,014,836
	$ 23,228,566	$ 6,339,564

Note 7. Leases Receivable

The City leases land and building to third parties. The following is a summary of the leases in effect at September 30, 2023, in which the City is a lessor.

	Lease Term		Discount	Original	9/30/2023	Due Within	Fiscal Year 2023 Revenue	
Lease Type (count)	Beginning	Ending	Rate	Balance	Balance	One Year	Rent	Interest
Governmental Activities								
Land (29)	2021-2023	2024-2076	0.54%-4.15%	$ 31,579,139	$ 38,181,589	$ 958,589	$ 1,734,674	$ 659,636
Building (1)	2021	2029	1.28%	10,482,308	7,867,521	1,326,825	1,352,556	108,455
				$ 42,061,447	$ 46,049,110	$ 2,285,414	$ 3,087,230	$ 768,091

The fiscal year 2023 lease receivable, deferred inflow of resources – leases, and revenues balances have been adjusted to address a change in a lease term due to a lease amendment. The adjustment resulted in an increase in the lease receivable ($5.1 million), deferred inflow of resources – leases ($5.0 million), and revenue ($168 thousand) balances for the year ended September 30, 2023.

Note 8. Deferred Outflows and Inflows of Resources

The following are the balances that comprise deferred inflows and outflows of resources at year-end.

	Governmental Fund Statements	Enterprise Fund Statements	Government-wide Statement
Deferred outflows of resources			
Deferred charge on refunding	$ -	$ -	$ 61,318
Pensions (Note 15)	-	-	94,365,008
OPEB (Note 16)	-	512,268	8,571,541
Total deferred outflows of resources	$ -	$ 512,268	$ 102,997,867
Deferred inflows of resources			
Unavailable ambulance transport revenue	$ 2,562,772	$ -	$ -
Unavailable grant revenue	2,415,554	-	-
Leases (Note 7)	46,276,461	-	46,276,461
Pensions (Note 15)	-	-	11,631,842
OPEB (Note 16)	-	749,535	11,715,972
Total deferred inflows of resources	$ 51,254,787	$ 749,535	$ 69,624,275

On September 27, 2013, the City entered into a 38-year lease assignment and non-exclusive easement agreement with a third-party in exchange for a lump sum cash payment of $3,359,510. This agreement assigns rent for one tenant's current contract on 4 cell towers located on City property. Should the tenant terminate any of the leases, the third-party can find a single replacement for the tenant for that specific site. The City has no continuing responsibility for the generation of lease revenue at these sites. The agreement also grants non-exclusive access to certain easements over the property. The lump sum payment is being recognized as revenue over a 14-year period ending in 2028. A balance of $1,482,392 included in Deferred inflows of resources – Leases to reflect the unearned revenue from this agreement.

Note 9. Deposits and Unearned Revenue

The following are the balances that comprise deposits and unearned revenue at year end.

	Reflected on:	
	Governmental Activities	Business-Type Activities
Deposits and unearned revenue		
American Rescue Plan grant funds received in advance	$ 13,240,816	$ -
Occupational license fees received in advance	1,102,085	-
Grant funding received in advance	2,378,729	-
Unearned revenue	16,721,630	-
Utility deposits	-	1,557,555
Other deposits and unearned revenue	2,934,650	-
Deposits payable	2,934,650	1,557,555
Total deposits and unearned revenue	$ 19,656,280	$ 1,557,555

Note 10. Long-Term Liabilities

The following is a summary of changes in the City's bonded and other indebtedness for the year ended September 30, 2023:

Governmental Activities (Including Internal Service Funds)	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds, notes and lease payable:					
General obligation bonds	$ 7,313,289	$ -	$ (840,102)	$ 6,473,187	$ 860,264
General obligation refunding bonds	7,242,680	-	(1,389,632)	5,853,048	1,415,726
Special obligation bonds	52,046,000	-	(884,000)	51,162,000	926,000
Special obligation notes	3,526,000	-	(473,000)	3,053,000	483,000
Capital revenue bonds	4,028,000	-	(1,312,000)	2,716,000	1,342,000
Capital revenue notes	9,617,500	-	(3,658,809)	5,958,691	3,747,251
Financed purchases	5,831,049	-	(989,732)	4,841,317	989,732
Lease payable	664,761	-	(198,298)	466,463	203,127
Subscriptions payable *	506,643	-	(421,314)	85,329	85,329
Total bonds, notes and lease	90,775,922	-	(10,166,887)	80,609,035	10,052,429
Bond premium (discount)	5,824,829	-	(666,344)	5,158,485	-
Total bonds, notes and lease, net	96,600,751	-	(10,833,231)	85,767,520	10,052,429
Compensated absences	7,677,793	6,993,145	(6,622,330)	8,048,608	6,622,330
Total governmental activity long-term liabilities	$ 104,278,544	$ 6,993,145	$ (17,455,561)	$ 93,816,128	$ 16,674,759

Business-Type Activities	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds and loans payable:					
Revenue bonds	$ 5,765,000	$ -	$ (1,017,000)	$ 4,748,000	$ 1,038,000
State revolving fund loans payable	8,652,675	-	(757,275)	7,895,400	778,312
Total bonds and loans	14,417,675	-	(1,774,275)	12,643,400	1,816,312
Compensated absences	324,488	316,910	(301,513)	339,885	301,513
Total business-type activity long-term liabilities	$ 14,742,163	$ 316,910	$ (2,075,788)	$ 12,983,285	$ 2,117,825

*Balance was restated with the implementation of GASB 96, *Subscription-Based Information Technology Agreements.*

For governmental activities, the General Fund generally liquidates compensated absences, net pension liabilities and net OPEB liabilities. Internal Service Funds predominately serve the governmental funds. Accordingly, their compensated absences totaling $145,662 are included as part of the above totals for governmental activities.

Note 10. Long-Term Liabilities (Continued)

Governmental activities bonds and notes outstanding on September 30, 2023, consist of the following:

	Purpose of Issue	Amount Issued	Amount Outstanding	Interest Rate
Governmental activities:				
General obligation bonds:				
Series 2013	Refunding	$ 14,302,475	$ 5,853,048	2.18%
Series 2015	Construction of Public Safety Facilities	12,450,000	6,473,187	2.40%
Total general obligation bonds		26,752,475	12,326,235	
Special obligation bonds:				
Series 2016A	Construction of Municipal Complex	18,460,000	18,460,000	5.00%
Series 2016B	Construction of Municipal Parking Garage	3,770,000	3,770,000	2.05 – 2.15%
Series 2017	Acquire, renovate and equip a building for governmental purposes	10,000,000	8,367,000	2.50%
Series 2020	Construction and renovation of Westside Campus and Fire Station No. 64 Campus	22,135,000	20,565,000	2 - 5%
Special obligation notes:				
Series 2019	Acquire and install an enterprise resource software system	4,800,000	3,053,000	2.07%
Total special obligation bonds and notes		59,165,000	54,215,000	
Revenue notes and bonds:				
Series 2010 Capital revenue note	Capital Improvements	5,913,000	2,545,691	5.09% with a 45% IRS subsidy
Series 2014 Capital revenue note	Design and construction of Municipal Complex	10,043,000	3,413,000	2.47%
Series 2015B Capital revenue bonds	Capital Improvements	12,089,000	2,716,000	2.32%
Total revenue bonds and notes		28,045,000	8,674,691	
Total for governmental activities		$ 113,962,475	$ 75,215,926	

Note 10. Long-Term Liabilities (Continued)

Line of Credit

On July 24, 2020, the City entered into a non-revolving line of credit agreement not to exceed $25,000,000 with a bank to provide liquidity to the City enabling the City to better respond to an emergency event such as, but not limited to, pandemics, hurricanes or other natural, biological or man-made disasters that would require the financing of clean-up, collection and disposal of solid waste or other necessary costs to assure public safety and provide cash flow relief to the City's General Fund. The term of the agreement is a 30-month draw period ending January 23, 2023. At the end of the draw period, the City had not drawn any balances and the line closed. The line bears interest during the draw period at one-month LIBOR + 1.22%. There were no borrowings against the line as of the year ended September 30, 2023. Fees associated with the line of credit totaled $15,000 for the year ended September 30, 2023.

Financed Purchases

In June 2019, the City entered into a purchase agreement to finance the installation of synthetic turf for seven municipal fields at City parks. Payments commence in October 2019. Under the terms of the agreement, which is accounted for as a financed purchase, the City will make semi-annual interest payments and annual principal payments at an interest rate of 2.296% over a period of 10 years. As of September 30, 2023, the City's liability totaled $4,418,000.

In November 2019, the City entered into a purchase agreement for equipment used for the City's public safety services. The agreement qualifies as a financed purchase for accounting purposes and therefore has been recorded at the present value of the future minimum payments as of the inception date. The City will make annual principal payments at an interest rate of 2.07% over a period of 5 years. As of September 30, 2023, the City's liability totaled $327,217.

In November 2019, the City entered into a purchase agreement for equipment to be used for the City's emergency medical services. The agreement qualifies as a financed purchase for accounting purposes and therefore has been recorded at the present value of the future minimum payments as of the inception date. The City will make annual principal payments at an interest rate of 2.07% over a period of 5 years. As of September 30, 2023, the City's liability totaled $96,100.

Note 10. Long-Term Liabilities (Continued)

Business-type activities bonds and loans outstanding on September 30, 2023, consist of the following:

Business-type activities:	Purpose of Issue	Original Loan Amount/Awarded	Amount Outstanding	Interest Rate
Water and Sewer Revenue Bonds:				
Series 2012	Capital Improvement	$ 8,745,000	$ 4,195,000	2.78%
Water and Sewer Revenue Bonds:				
Series 2015	Capital Improvement	4,772,000	553,000	2.00%
		13,517,000	4,748,000	
State Revolving Loans:				
DW0603010	Capital Improvement	5,142,514	2,861,759	2.79-2.82%
DW0603020	Capital Improvement	1,809,728	863,823	2.79%
DW0603030	Capital Improvement	2,983,328	1,686,487	2.79%
DW061620	Capital Improvement	1,119,826	593,196	3.06%
DW061630	Capital Improvement	2,068,834	1,096,771	2.50%
WW061610	Capital Improvement	1,037,813	601,216	2.56%
WW822020	Capital Improvement	525,646	192,148	2.72%
		14,687,689	7,895,400	
Total for business-type activities		$ 28,204,689	$ 12,643,400	

State Revolving Loans Payable – Enterprise Funds

The City entered into loan agreements with the State Department of Environmental Protection's Clean Water State Revolving Fund Loan Program and Drinking Water State Revolving Fund Loan Program to borrow up to $14,687,689 to finance the planning, design and construction of water and wastewater infrastructure improvements. As of September 30, 2023, the City has outstanding debt of $7,895,400. The City is required to maintain rates and charges for services provided by the water and sewer systems which will be sufficient to provide revenue equal to or exceeding 1.15 times the sum of the semi-annual loan payments (debt service). The loans are payable in semi-annual payments upon completion of the projects. The amount of semi-annual payments is calculated based on the actual amount of the principal drawn under the agreements, as well as associated capitalized interest and loan issuance cost. The semi-annual payment amounts are not determined until each project is completed.

Note 10. Long-Term Liabilities (Continued)

Pledged Revenue

General long-term debt bonds are collateralized by multiple sources. For example, the general obligation bonds are secured by ad-valorem taxes on all taxable property within the City and the full faith and credit and taxing power of the City. The City has pledged certain revenue to repay certain bonds and notes outstanding as of September 30, 2023. The following table reports the revenue, sometimes net of related operating expenses, pledged for each debt issue, the amounts of such revenue received in the current year, the current year principal and interest paid on the debt, the date through which the revenue is pledged under the debt agreement, and the total pledged future revenue for each debt, which is the amount of the remaining principal and interest on the bonds and loans as of September 30, 2023:

Debt Issue	Pledged Revenue	Revenue Received	Current Year Principal and Interest Paid	Outstanding Principal and Interest	Pledged Through
Business-type Activities:					
Water & Sewer Revenue Bonds, Series 2012, Series 2015 and Florida DEP Revolving Loans	Net Water and Sewer Revenues	$ 5,998,950	$ 2,159,379	$ 14,281,168	2033

Annual Debt Service Requirements on Long-Term Debt

On September 30, 2023, the annual debt service requirements on long-term debt (other than compensated absences) over the term of the debt is listed below:

	Governmental Activities					
Years Ending	General Obligation Bonds		Special Obligation Bonds & Notes		Revenue Bonds & Notes	
September 30,	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 2,275,990	$ 281,357	$ 1,409,000	$ 1,978,450	$ 5,089,251	$ 276,888
2025	2,331,299	222,493	4,978,000	1,903,502	1,717,608	144,439
2026	2,381,796	162,280	3,931,000	1,781,714	353,228	95,073
2027	2,430,892	100,801	4,043,000	1,668,694	363,116	77,093
2028-2032	2,906,258	105,728	22,120,000	5,615,929	1,151,488	118,300
2033-2037	-	-	13,264,000	1,358,475	-	-
2038-2040	-	-	4,470,000	180,000	-	-
Total	$ 12,326,235	$ 872,659	$ 54,215,000	$ 14,486,764	$ 8,674,691	$ 711,793

Note 10. Long-Term Liabilities (Continued)

Years Ending	Governmental Activities							
	Financed Purchases		Lease Payable		Subscriptions payable		Total	
September 30,	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 1,012,317	$ 103,442	$ 203,127	$ 2,874	$ 85,329	$ 2,946	$ 10,075,014	$ 2,645,957
2025	602,000	81,006	162,544	1,404	-	-	9,791,451	2,352,844
2026	616,000	67,023	100,792	369	-	-	7,382,816	2,106,459
2027	631,000	52,707	-	-	-	-	7,468,008	1,899,295
2028-2032	1,980,000	68,883	-	-	-	-	28,157,746	5,908,840
2033-2037	-	-	-	-	-	-	13,264,000	1,358,475
2038-2040	-	-	-	-	-	-	4,470,000	180,000
Total	$ 4,841,317	$ 373,061	$ 466,463	$ 4,647	$ 85,329	$ 2,946	$ 80,609,035	$ 16,451,870

Years Ending	Business-Type Activities				Total	
	Revenue Bonds		State Loans			
September 30,	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 1,038,000	$ 127,827	$ 778,312	$ 212,166	$ 1,816,312	$ 339,993
2025	495,000	103,257	799,936	190,542	1,294,936	293,799
2026	505,000	89,481	822,162	168,316	1,327,162	257,797
2027	520,000	75,425	845,008	145,471	1,365,008	220,896
2028-2032	2,190,000	154,051	4,360,149	366,241	6,550,149	520,292
2033	-	-	289,833	4,991	289,833	4,991
Total	$ 4,748,000	$ 550,041	$ 7,895,400	$ 1,087,727	$ 12,643,400	$ 1,637,768

Refunded Debt

The City has a bond issue that has been defeased and remains outstanding. Such debt is considered extinguished in an in-substance defeasance and, accordingly, is not reflected in the accompanying City financial statements. The following schedule is a summary of the remaining balance outstanding of defeased bonds as of September 30, 2023:

Bond Issue	Balance Outstanding
General Obligation Bonds, Series 2006 Defeased in 2013	$ 4,575,000

Note 11. Industrial Development Bonds

Under the provisions of the Florida Industrial Development Financing Act, to promote the City's economy and to increase the purchasing power and opportunities for gainful employment, the City authorized and issued the following conduit debt, Industrial Development Bonds. The balances as of September 30, 2023, follow:

Company	Series	Maturity Date	Authorized	Outstanding
Coral Vutech Properties, LLC.	2009A	11/1/2029	$ 2,250,000	$ 678,671
Coral Vutech Properties, LLC.	2009B	11/1/2029	2,250,000	678,671
Total			$ 4,500,000	$ 1,357,342

These bonds do not constitute a debt or liability of the City within the meaning of any constitutional or statutory limitation and, accordingly, are not reflected in the accompanying financial statements.

Note 12. Restricted Net Position

Restricted net position in the government-wide governmental activities statements include $4,877,386 for fire safety protection, $2,465,700 for charter school operations, $3,425,309 related to forfeited confiscated property proceeds restricted for law enforcement activity, $1,715,663 for preservation and protection of public arts, $820,987 for tree preservation, $535,233 for affordable housing programs and $4,161,631 for pension benefits.

Restricted net position in the Water and Sewer Fund of $2,857,063 are unspent impact fees restricted for capital improvements.

Restricted net position for the Community Redevelopment Agency (CRA) of $1,202,599 are unspent tax increment financing revenues restricted for capital projects.

Note 13. Risk Management

The City is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; injuries to employees; employee health and natural disasters. The City's Self-Insurance Internal Service Fund is used to account for and finance both uninsured and insured risks of loss. Coverage is provided as follows:

Type	Self-Insured Retention	Aggregate Stop Loss
Auto Liability	$ 25,000	$ 3,000,000
Health	325,000	21,946,921
	Self-Insured Retention	**Deductible Stop Loss**
Property	$ 100,000	$ 150,000,000
General Liability	25,000	3,000,000
Workers' Compensation	As specified by applicable Federal and Florida Statutes	

Settled claims have not exceeded the City's aggregate excess coverage in force for the last three years.

Note 13. Risk Management (Continued)

All operating funds of the City participate in the program and make payments to the Self-Insurance Internal Service Fund based on estimates of the amounts needed to pay prior and current claims. The estimated liability on pending claims on September 30, 2023 of $6,148,063, is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicated that it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNR).

Changes in the balances of claims payable for 2023 and 2022, are as follows:

	2023	2022
Claims payable, beginning of the year	$ 6,404,515	$ 5,954,040
Incurred claims and changes in estimates (including IBNRs)	18,099,024	19,202,569
Payments on claims	(18,355,476)	(18,752,094)
Claims payable, end of the year	$ 6,148,063	$ 6,404,515

Note 14. Commitments and Contingency

The City is a defendant in various legal actions and the ultimate outcome of these lawsuits is uncertain. However, in the opinion of the City's management, the ultimate outcome will not have a material adverse effect on the City's financial condition.

Amounts received and receivables from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to not be material.

Note 15. Employee Retirement Plans

The City's employee retirement plans include three separate single-employer defined benefit plans, eight defined contribution plans for general employees and City management, under contract with MissionSquare for which the City acts as an agent for participants and a defined contribution plan for the City commission. City employees may participate in one plan. The Police and Fire Pension Plans issue stand-alone financial reports. Copies of those reports are available at the Financial Services Department in City Hall. The General Employees' Retirement Plan does not issue separate financial statements.

The pension plans' financial statements are prepared using the accrual basis of accounting. Contributions from members are recorded in the period the City makes payroll deductions from participants. City contribution requirements are actuarially determined and remitted on a biweekly basis with the members' contributions for the defined contribution plans and annually or semi-annually for the defined benefit plans. Benefit payments and refunds to members are recognized when due and payable in accordance with the terms of the plan.

Note 15. Employee Retirement Plans (Continued)

Defined Benefit Plan Description

General Employees' Retirement Plan

The City established the General Employees' Retirement Plan (the General Plan) on June 1, 1973, which was closed to new participants after January 1, 1988. The Plan is a single-employer defined benefit plan available to City employees, except sworn police officers and firefighters. Certain provisions of Chapter 112, Florida Statutes, govern the General Plan. A Board of Trustees, consisting of five members, administers the General Plan. All costs of administering the General Plan are paid from plan assets.

Police Officers' Retirement Plan

The City established the Police Officers' Retirement Plan (the Police Plan) on June 1, 1973. The Plan is a single-employer defined benefit plan available to all full-time sworn police officers of the City. The Police Plan is also governed by certain provisions of Chapters 112 and 185, Florida Statutes. A Board of Trustees administers the Police Plan. All costs of administering the Police Plan are paid from plan assets.

Firefighters' Retirement Plan

The Firefighters' Retirement Plan (the Fire Plan) is a single-employer defined benefit plan, which covers all full-time certified firefighters. The Fire Plan was established by the City Commission with an effective date of December 31, 2002. The Fire Plan is also governed by certain provisions of Chapters 112 and 175, Florida Statutes. A Board of Trustees administers the Fire Plan. All costs of administering the Fire Plan are paid from plan assets.

Benefits Provided

General Employees' Retirement Plan

The General Plan provides retirement benefits as well as death and disability benefits. Benefits vest 50% after five years of continuous service, plus 5% for each additional year to 100% after 15 years. Employees who retire at age 55 with 10 years of service are entitled to a retirement benefit, payable monthly for life, in an amount equal to 3% of average monthly earnings times continuous service after January 1, 1991, and 2.5% of average monthly earnings times continuous service prior to January 1, 1991, for each year of credited service. Average monthly earnings are equal to 1/12 of the average annual earnings for the highest consecutive three years of the 10 full years' immediately preceding actual retirement. Active members contributing 10% of earnings are also entitled to a 2% cost-of-living adjustment (COLA) beginning at retirement. On January 18, 2000, the City Commission approved a monthly stipend for future retirees of $200 from retirement to age 65 and $150 after age 65.

Police Officers' Retirement Plan

The Police Plan provides retirement benefits as well as death and disability benefits. Eligibility for normal retirement is based on 20 years of continuous service regardless of age (or age 55 with 10 years of service) for participants hired prior to September 30, 2012. For participants hired after September 30, 2012, eligibility for normal retirement is based on 23 years of continuous service regardless of age (or age 55 with 10 years of service). Participants are eligible for early retirement at age 50 with at least 10 years of continuous service. The monthly retirement benefit shall be an amount determined as follows: 3.5% of the old average monthly earnings times continuous service earned prior to October 1, 2012, plus 3% of the new average monthly earnings times continuous service earned after September 30, 2012, where continuous service is limited to 25 years. Participants who earned at least 20 years of continuous service as of October 1, 2012, receive the 3.5% for all service up to 25 years. The maximum monthly retirement benefit is limited to $110,000 per year.

Note 15. Employee Retirement Plans (Continued)

Old average monthly earnings means 1/12 of the arithmetic average annual earnings for the highest consecutive three years of the 10 full years immediately preceding the actual retirement or termination date of a member, provided that if a member has been employed for fewer than 3 years such average shall be taken only over the period of his actual employment. Earnings include all compensation excluding leave payouts at separation and off-duty details. For purposes of inclusion in earnings, overtime shall be limited to 300 hours per calendar year, or a prorated amount for a partial year. Compensation other than base salary shall be limited to 14.5% of base salary. New average monthly earnings means 1/12 of the arithmetic average annual earnings for the highest consecutive four years of the 10 full years immediately preceding the actual retirement or termination date of a member. Earnings include base compensation only.

Firefighters' Retirement Plan

The Fire Plan provides retirement benefits as well as death and disability benefits. Eligibility for normal retirement is based on age 55 with 10 years of service, age 52 with 20 years of service, age 56 with 3 years of service (12/31/02 entrants only) or any age with 25 years of service. Participants are eligible for early retirement at age 50 with at least 10 years of continuous service. The monthly retirement benefit shall be an amount determined as follows: 3.5% of the average monthly earnings times continuous service (2.25%, 3.25%, 3.5% or a blended rate for past service prior to December 31, 2002, depending on extent to which the member transferred the required additional contribution).

Average monthly earnings means the average annual earnings for the highest consecutive 3 years of the 10 full years immediately preceding the actual retirement or termination date of a member, provided that a member has been employed for fewer than three years such average shall be taken only over the period of actual employment.

Plan Membership

As of October 1, 2021, the following employees were covered by the benefit terms:

	General Employees' Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	34	222	49
Inactive Plan Members Entitled to But Not Yet Receiving	1	7	1
Active Members	-	169	157
Total	35	398	207

Contributions

General Employees' Retirement Plan

The General Plan is closed. All participants are retired and therefore there are no employee contributions. The General Plan's funding policy provides for periodic employer contributions at actuarially determined rates that are sufficient to accumulate sufficient assets to pay benefits when due. Level percentages of payroll contribution rates are determined using the entry age normal actuarial cost method.

Note 15. Employee Retirement Plans (Continued)

City contributions to the plan, as calculated by the plan actuary, are recognized as revenue when due and the City has made a formal commitment to provide the contributions. The City's contribution for the fiscal year ended September 30, 2023, was $800,000. These were made in accordance with actuarially determined contribution requirements ascertained through an actuarial valuation performed on October 1, 2022.

Police Officers' Retirement Plan

All participants are required to contribute 9.8% of their pensionable earnings to the plan. Pensionable earnings include total cash remuneration but excludes overtime, off-duty details, annual sick leave conversion payments, vacation payment incentive and all end of career payouts and are limited to 107.5% of base salary. Participants who earned at least 20 years of continuous service as of October 1, 2012, must contribute 9.875% of their pensionable earnings to the plan. Beginning January 1, 2022, employers are required to contribute 11.50% of pensionable earnings. Pensionable earnings include total compensation other than leave payouts at separation and compensation for off-duty detail. If a participant terminates employment, or dies before 5 years of credited service, accumulated employee contributions plus 3% interest for each completed year of service are refunded to the employee or designated beneficiary. The Police Plan's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentage of annual covered payroll, are sufficient to accumulate sufficient assets to pay benefits when due. Level percentages of payroll contribution rates are determined using the entry age normal actuarial cost method. The City Commission establishes and may amend the contribution requirements of the plan members and the City.

Police Plan member contributions are recognized in the period in which the contributions are due. City contributions to the plan, as calculated by the plan actuary, are recognized as revenue when due and the City has made a formal commitment to provide the contributions. Contributions for the year ending September 30, 2023, totaling $15,956,228 were made in accordance with actuarially determined contribution requirements determined through an actuarial valuation performed on October 1, 2021. Contributions for the fiscal year ended September 30, 2023, were $12,010,439 for the employer and $2,366,279 for the employees. In addition, contributions in the amount of $1,579,510 were received from the State of Florida in accordance with Florida Statutes. These on-behalf payments were also recognized as revenue and expenditures in the General Fund.

Deferred Retirement Option Plan. The Deferred Retirement Option Plan (DROP) is available to all Police Plan participants who have attained their normal retirement age. Upon electing to participate in the DROP, members are considered to have retired for pension purposes of the pension plan but continue to remain in active employment with the City. Their benefits accumulate in a DROP account and continue to accrue interest until they retire from the City at which time DROP benefits will be paid. Maximum duration of participation is seven years and those employees who choose to enter the DROP with only 23 years of service and who were hired after September 30, 2012, must continue to make the required employee contributions to the plan until they attain 25 years of service. The election is irrevocable. The balance held by the Police Plan on September 30, 2023 pursuant to the DROP is $21,080,676.

Note 15. Employee Retirement Plans (Continued)

Firefighters' Retirement Plan

Participants are required to contribute 8.75% of their salary to the plan. For participants who have earned between 25-30 years of service, the required contribution is 5% of their salary. If a participant terminates employment, or dies before 10 years of credited service, accumulated employee contributions plus related investment earnings are refunded to the employee or designated beneficiary. The City Commission establishes and may amend the contribution requirements of the plan members and the City. The Fire Plan's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as a percentage of annual covered payroll, are sufficient to accumulate sufficient assets to pay benefits when due. Level percentages of payroll contribution rates are determined using the entry age normal actuarial cost method. Significant actuarial assumptions used to compute contribution requirements are the same as those used to compute the pension benefit obligation.

Fire Plan member contributions are recognized in the period in which the contributions are due. City contributions to the plan, as calculated by the plan actuary, are recognized as revenue when due and the City has made a formal commitment to provide the contributions. Contributions for the year ended September 30, 2023, totaling $8,784,098, were made in accordance with actuarially determined contribution requirements determined through an actuarial valuation performed on October 1, 2021. Contributions for the year ended September 30, 2023, were $4,847,630 for the employer and $1,502,802 for the employee. In addition, contributions in the amount of $2,433,666 were received from the State of Florida in accordance with Florida Statutes. These on-behalf payments were also recognized as revenue and expenditures in the General Fund.

Deferred Retirement Option Plan. The Deferred Retirement Option Plan (DROP) is available to all Fire Plan participants who have attained their normal retirement age. Upon electing to participate in the DROP, members are considered to have retired for pension purposes of the pension plan but continue to remain in active employment with the City. Their benefits accumulate in a DROP account and continue to accrue interest until they retire from the City at which time DROP benefits will be paid. Maximum duration of participation is five years, and the election is irrevocable. The balance held by the Fire Plan on September 30, 2023 pursuant to the DROP is $7,724,971.

Note 15. Employee Retirement Plans (Continued)

Net Pension Liability (Asset)

The following schedule presents the change in net pension liability (asset) for the fiscal year ended September 30, 2023:

	General Employees Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan
Total pension liability			
Service cost	$ -	$ 5,349,081	$ 3,723,552
Interest	547,618	24,638,621	9,385,961
Share plan allocation	-	-	672,797
Differences between expected and actual experience	(143,119)	(1,934,052)	1,182,238
Changes in assumptions	376,918	19,100,703	-
Contributions-buy back	-	451,517	12,513
Benefit payments, including refunds of employee contributions	(934,266)	(18,736,364)	(3,544,158)
Net change in total pension liability	(152,849)	28,869,506	11,432,903
Total pension liability – beginning	9,594,097	332,534,074	127,510,044
Total pension liability – ending (a)	$ 9,441,248	$ 361,403,580	$ 138,942,947
Plan fiduciary net position			
Contributions-employer	$ 800,000	$ 11,238,201	$ 4,267,758
Contributions-employee	-	2,446,421	1,347,069
Contributions-state	-	3,293,591	2,216,334
Net investment loss	(1,575,053)	(43,413,525)	(23,990,215)
Benefit payments, including refunds of employee contributions	(934,266)	(18,736,364)	(3,544,158)
Administrative expense	(26,047)	(262,876)	(229,991)
Net change in plan fiduciary net position	(1,735,366)	(45,434,552)	(19,933,203)
Plan fiduciary net position – beginning	9,334,108	324,180,394	163,037,781
Plan fiduciary net position – ending (b)	$ 7,598,742	$ 278,745,842	$ 143,104,578
City's net pension liability (asset) – (a) – (b)	$ 1,842,506	$ 82,657,738	$ (4,161,631)
Plan fiduciary net position as a percentage of the total pension liability	80.48%	77.13%	103.00%

Net position restricted for future benefits. Florida State Statute Chapter 175 establishes minimum benefits and standards for all municipal fire pension plans. The statute governs the allocation of insurance premium excise taxes levied to provide a partial funding source for these plans. In accordance with the provisions of the firefighters' collective bargaining agreement, excess insurance premium excise taxes will be used to fund the firefighters' Share Plan (the Share Plan), a defined contribution component of the Plan. The balance in the Share Plan on September 30, 2022, is $4,943,241. The Plan also has accumulated DROP contributions of $7,724,971 at year end.

Note 15. Employee Retirement Plans (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended September 30, 2023, a pension expense was recognized by the City as follows:

	General Employees' Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan
Pension Expense	$ 555,787	$ 14,146,646	$ 4,968,065

On September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	General Employees Retirement Plan		Police Officers' Retirement Plan		Firefighters' Retirement Plan	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	$ 1,120,530	$ -	$ 34,253,597	$ -	$ 18,440,154	$ -
Demographic experience	-	-	922,807	1,728,415	1,930,083	2,362,506
Assumption changes	-	-	14,325,528	2,942,701	4,549,694	4,598,220
Employer contributions made subsequent to the measurement date	800,000	-	10,741,319	-	7,281,296	-
Total	$ 1,920,530	$ -	$ 60,243,251	$ 4,671,116	$ 32,201,227	$ 6,960,726

The deferred outflows of resources related to the General Plan totaling $800,000, the Police Plan totaling $10,741,319 and the Fire Plan totaling $7,821,296 resulting from City contributions made to the Plan subsequent to the measurement date, will be recognized as a reduction of the pension liability for the fiscal year ending September 30, 2024. Other amounts reported as deferred outflows (inflows) of resources related to pensions will be recognized in pension expense as follows:

	General Employees' Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan
Years ending September 30:			
2022	$ 256,434	$ 9,670,873	$ 3,937,844
2023	208,352	10,813,887	4,316,453
2024	234,540	10,815,803	3,757,029
2025	421,204	13,530,253	6,348,360
2026	-	-	(722,068)
Thereafter	-	-	321,587
	$ 1,120,530	$ 44,830,816	$ 17,959,205

Note 15. Employee Retirement Plans (Continued)

The schedule of changes in the net pension liability and related ratios and the schedule of contributions are presented as Required Supplementary Information (RSI) following the notes to the financial statements and provides additional information about the plans.

Actuarial Methods and Assumptions

The total pension liability (asset) was determined using the following actuarial assumptions applied to all prior periods included in the measurement:

	General Employees Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan
Measurement Date	September 30, 2022	September 30, 2022	September 30, 2022
Valuation Date	October 1, 2021	October 1, 2021	October 1, 2021
Asset cost method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization method	Level dollar, closed	Level dollar, open	Level dollar, closed
Remaining amortization period	5 years	30 years	30 Years
Asset valuation method	Three year smoothed market value	Five year smoothed market value	Five year smoothed market value
Discount rate	5.50%	7.00%	7.25%
Investment rate of return	5.50%	7.00%	7.25%
Annual salary increases	N/A (no active members)	4.75%	Service Rate < 1 yr 10% 1 yr 6% 2+ yrs 4%
Inflation rate	2.00%	2.50%	2.50%
Cost-of-living adjustments	2.00%	2.50% for benefits earned prior to October 1, 2012; 1.00%, delayed for 5 years, for benefits earned after September 30, 2012.	1.00%
Mortality Table	PUB-2010 Headcount Weighted Mortality Tables with mortality improvements projected to all future years after 2010 using Scale MP-2018.	Sex distinct PUB 2010 safety employees headcount weighted mortality table with generational mortality improvement scale MP-2018	As mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality are the rates used in Milliman's July 1, 2021 FRS valuation for special risk employees, updated with appropriate adjustments made based on plan demographics.

Note 15. Employee Retirement Plans (Continued)

Change in Assumptions

General Employees' Retirement Plan
For the measurement date of September 30, 2022, the following assumptions were changed:

- Annual assumed rate of investment return was lowered from 6.00% to 5.50%, net of investment related expenses.
- The single discount rate and investment rate of return was lowered from 6.00% to 5.50%, net of investment related expenses.

Firefighters' Retirement Plan
For the measurement date of September 30, 2022, the following assumptions were changed:

- As mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality are the rates used in Milliman's July 1, 2021 FRS valuation for special risk employees, updated with appropriate adjustments made based on plan demographics.

Discount Rate

The projection of cash flows used to determine the discount rate assumes plan members will contribute at the current contribution rate and the City will continue to make future contributions at the actuarially determined contribution rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on each pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for each Plan.

Long-Term Rate of Return

The long-term expected rate of return on pension plan investments are developed for each major asset class by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of real rates of return for each major asset class included in each pension plan's target asset allocation as of September 30, 2022, are summarized in the following table:

Asset Class	General Employees' Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan
Fixed Income	1.05%	2.50%	2.50%
Domestic equity	-	7.50%	7.50%
Large cap equity	4.10%	-	-
International equity	4.64%	8.50%	8.50%
Real estate	-	4.50%	4.50%
Global Tactical Asset Allocation	-	3.50%	3.50%
Infrastructure	-	4.50%	4.50%
Private Equity	-	-	8.50%

Note 15. Employee Retirement Plans (Continued)

Investment Rate of Return

General Employees' Retirement Plan

For the year ended September 30, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense was 8.70%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following table illustrates the impact of interest rate sensitivity on the net pension liability (asset) as of September 30, 2023:

	General Employees' Retirement Plan		Police Officers' Retirement Plan		Firefighters' Retirement Plan	
	Discount Rate	Net Pension Liability (Asset)	Discount Rate	Net Pension Liability (Asset)	Discount Rate	Net Pension Liability (Asset)
1% Decrease	4.50%	$ 2,692,936	6.00%	$ 127,038,012	6.25%	$ 12,809,095
Current Rate	5.50%	$ 1,842,506	7.00%	$ 82,657,738	7.25%	$ (4,161,631)
1% Increase	6.50%	$ 1,116,560	8.00%	$ 46,350,513	8.25%	$ (18,201,524)

The following table summarizes net pension asset, net pension liability, deferred inflow and outflow of resources and pension expense as previously disclosed in Note 8 for each defined benefit pension plan:

Plan	Net Pension Asset	Net Pension Liability	Deferred Inflows of Resources	Deferred Outflows of Resources	Pension Expense
General Employees	$ -	$ 1,842,506	$ -	$ 1,920,530	$ 555,787
Police Officers	-	82,657,738	4,671,116	60,243,251	14,146,646
Firefighters	4,161,631	-	6,960,726	32,201,227	4,968,065
Total	$ 4,161,631	$ 84,500,244	$ 11,631,842	$ 94,365,008	$ 19,670,498

Note 15. Employee Retirement Plans (Continued)

Pension and Other Post-Employment Benefit (OPEB) Plans That Do Not Issue Stand-Alone Financial Statements

The following are the employee pension plans that do not issue stand-alone financial statements:

	General Employees' Pension	City Commission Pension	General Employees' & Management 401 (a) Plan	OPEB Trust
Assets				
Pooled cash and cash equivalents	$ 946,555	$ 36,961	$ 1,086,781	$ -
Debt securities	2,863,970	104,615	28,588,881	-
Equity securities	4,371,036	-	68,888,127	-
Other investments	-	-	-	6,884,036
Interest receivable	11,238	733	-	-
Employee loan receivable and other assets	-	400	1,199,855	-
Total assets	8,192,799	142,709	99,763,644	6,884,036
Liabilities				
Total liabilities	-	-	-	-
Net position restricted for pension and OPEB benefits	$ 8,192,799	$ 142,709	$ 99,763,644	$ 6,884,036
Additions				
Employee contribution	$ -	$ -	$ 2,781,580	$ -
Employer contribution	800,000	5,646	2,919,427	214,200
Rollover	-	-	38,959	-
Total contributions	800,000	5,646	5,739,966	214,200
Investment income	224,588	4,835	2,579,432	-
Net appreciation (depreciation) in fair value of investments	491,500	(96)	7,994,187	466,400
Other income	619	-	-	-
	716,707	4,739	10,573,619	466,400
Less investment expense	(53,950)	-	-	-
Net investment income	662,757	4,739	10,573,619	466,400
Total additions	1,462,757	10,385	16,313,585	680,600
Deductions				
Benefit payments	849,328	4,800	6,285,977	-
Administrative expenses	19,372	-	126,506	7,239
Total deductions	868,700	4,800	6,412,483	7,239
Net increase in plan net position	594,057	5,585	9,901,102	673,361
Net position restricted for pension and OPEB benefits				
Net position, beginning	7,598,742	137,124	89,862,542	6,210,675
Net position, ending	$ 8,192,799	$ 142,709	$ 99,763,644	$ 6,884,036

Note 15. Employee Retirement Plans (Continued)

General Employees' and Management Defined Contribution Pension Plans

The City has contracted with MissionSquare on behalf of its general employees for three defined contribution pension plans. The City also contracts with MissionSquare for three defined contribution pension plans for all general employees categorized as directors and managers and a separate plan for the City Manager and City Attorney. All eight plans are established under the provisions of Section 401(a) of the Internal Revenue Code as Money Purchase Plans and Trusts. The City Commission has the authority for establishing or amending the plans' provisions. The assets of the plans are owned by the employee; however, the City has a custodial responsibility to properly administer the plans. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings.

The General Employees' 401(a) Plan provisions require the City to contribute 7% of each participant's salary for the first seven years of service and 9% of the participant's salary thereafter. Participants are required to contribute 6%, 8% or 10% of earnings (depending on plan selection) for the plan year. Employees are eligible to participate from the date of employment. The City's contributions for each employee (and interest allocated to the employee's account) are fully vested after five years of continuous service. City contributions for, and interest forfeited by employees who leave employment before five years of service, are refunded to the City by the trustee after a minimum holding period of three years. On September 30, 2023, there were 106 plan members in the 6% plan, 133 in the 8% plan, and 205 in the 10% plan.

For the year ended September 30, 2023, the City's and employees' contributions to the three defined contribution plans were $1,789,077 and $1,904,683, respectively.

The Management 401(a) Plan provisions require the City to contribute 11% of each participant's salary for the first seven years of service and 13% of the participant's salary thereafter. Participants contribute 0%, 5% or 10% of salary (depending on plan selection) for the plan year. Employees are eligible to participate in the plan from the date of employment. The City's contributions for each employee (and interest allocated to the employee's account) are fully vested at the time of the contribution.

The City's contributions were calculated using the covered payroll amount of approximately $8.8 million for the fiscal year ended September 30, 2023. The City's and employees' contributions for the fiscal year ended September 30, 2023 were $62,699 and $0 for the Management 401(a) Plan – 0%; $227,123 and $115,444 for the Management 401(a) Plan – 5%; $718,312 and $761,453 for the Management 401(a) Plan – 10%; and $122,216 and $0 for the City Manager 401(a) Plan, respectively. On September 30, 2023, there were 4 plan members in the 0% plan, 16 plan members in the 5% plan and 52 members in the 10% plan.

The City Manager's 401(a) Plan requires the City to contribute 20% of the City Manager's and the City Attorney's salary for each plan year. The City Manager and City Attorney may contribute up to 10% of their salary for each plan year. The City's contribution and those of the City Manager and City Attorney (and interest allocated to their account) are fully vested at the time of the contribution.

Note 16. Other Post-Employment Benefits

General Information about the OPEB Plan

Plan description. On June 17, 2008, the City established an OPEB trust, a single-employer defined benefit healthcare plan administered by the City. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses and families. The City Commission is authorized to establish and amend benefit levels, subject to the minimum requirements set forth by Florida Statutes, and to approve the actuarial assumptions used in the determination of contribution levels. The Plan does not have a separate board of trustees. The Plan does not issue a separate financial statement.

The City elected to establish an irrevocable Other Post-Employment Benefits (OPEB) trust and began funding the obligation in fiscal year 2008.

Benefits provided. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. The City covers 50% of the cost for those retirees who participate in the OAPIN or HRA up to age 65. The City does not provide nonunion retirees hired after October 1, 2019 who participate in the OAPIN or HRA with any subsidy for this benefit.

Contributions. The City Commission is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels. The City Commission establishes the contribution requirements of plan members and the City. These contributions are neither mandated nor guaranteed. The retiree pays the full cost of the premium each month for themselves, spouses and other dependents, which are also eligible for coverage. The City covers 50% of the cost for those retirees who participate in the OAPIN or HRA up to age 65. The City does not provide nonunion retirees hired after October 1, 2019, who participate in the OAPIN or HRA with any subsidy for this benefit.

Investments. The Plan does not have a formal investment policy. The City invests in the Florida Municipal Pension Trust Fund (FMPTF) to provide funding for other post-employment benefits offered by the City.

EMPLOYER REPORTING AS REQUIRED BY GASB 75

Employees Covered by benefit terms. As of October 1, 2021, employee membership data related to the Plan is as follows:

Inactive employees or beneficiaries currently receiving benefit payments	167
Active employees	875
Total	1,042

Note 16. Other Post-Employment Benefits (Continued)

Net OPEB Liability

The City's net OPEB liability was measured as of September 30, 2022. The total OPEB liability used to calculate the net OPEB liability was determined as of that date.

Actuarial assumptions. The total OPEB liability was determined by an actuarial valuation as of October 1, 2021 with updated asset information as of September 30, 2022, using the following assumptions, applied to all prior periods included in the measurement:

Actuarial assumptions:		
Measurement date	September 30, 2022	
Inflation rate	2.50%	
Salary increases	3.00%	
Investment rate of return	5.50%	
Discount rate	5.10%	
Healthcare cost trend rates:		
Medical		
Select rates	7.10%	initial medical trend rate for retirees
Ultimate rate	4.14%	per annum beginning in the year 2041
Dental/Vision		
Select rates	Not applicable	
Ultimate rate	3.0% per annum	

For police and fire employees, mortality rates were based on sex distinct PUB 2010 safety employees headcount weighted mortality table with generational mortality improvement scale MP-2020. For all other employees, mortality rates were based on sex distinct PUB 2010 general employees headcount weighted mortality table with generational mortality improvement scale MP-2020.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best–estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The following assumptions were changed:

- The discount rate increased from 3.21% to 5.10% and the per capita claims costs for medical coverage were updated.
- The mortality improvement scale was updated from MP-2020 to MP-2021.
- Per capita medical/pharmacy claims cost and how these costs escalate in the future were updated to reflect recent experience.

Note 16. Other Post-Employment Benefits (Continued)

The target allocation and best estimates of real rates of return for each major asset class as of September 30, 2022 (measurement date), are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic equity	40%	8.00%
International equity	10%	10.40%
Fixed income	40%	5.50%
Real estate	9%	5.70%
Cash	1%	2.40%
	100%	

Discount rate. The discount rate used to measure the total OPEB liability was 5.10%. The projection of cash flows used to determine the discount rate assumes that City contributions will be made at rates equal to the actuarially determined contribution rates. The discount rate is based on a blend of the expected long-term rate of return on assets of 5.50% for benefit payments during the first 18 years after the valuation date and a yield on 20-year grade AA/Aa or higher municipal bonds of 4.77% per year for benefit payments beyond the first 18 years after the valuation date.

Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) – (b)
Balance at September 30, 2022	$ 36,304,545	$ 6,944,856	$ 29,359,689
Changes for the year:			
Service cost	1,629,394	-	1,629,394
Interest	1,189,380	-	1,189,380
Differences between expected and actual experience	(147,833)	-	(147,833)
Change in assumptions	(7,786,286)	-	(7,786,286)
Contributions – employer	-	214,200	(214,200)
Net investment income (loss)	-	(940,904)	940,904
Benefit payments	(1,467,548)	-	(1,467,548)
Administrative expense	-	(7,477)	7,477
Net changes	(6,582,893)	(734,181)	(5,848,712)
Balance at September 30, 2023	$ 29,721,652	$ 6,210,675	$ 23,510,977

Note 16. Other Post-Employment Benefits (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate. The following table illustrates the impact of interest rate sensitivity on the net OPEB liability of the City as of September 30, 2023:

	1% Decrease 4.10%	Discount Rate 5.10%	1% Increase 6.10%
Net OPEB liability	$ 27,160,738	$ 23,510,977	$ 20,452,639

Sensitivity of the Net OPEB Liability to Changes in the healthcare cost trend rates. The following table illustrates the impact of healthcare cost trend rate sensitivity on the net OPEB liability of the City as of September 30, 2023:

	1% Decrease (6.1% decreasing to 3.14%)	Healthcare Cost Trend Rates (7.1% decreasing to 4.14%)	1% Increase (8.1% decreasing to 5.14%)
Net OPEB liability	$ 19,877,516	$ 23,510,977	$ 27,931,684

OPEB Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2023, the City recognized OPEB expense of $1,575,645. On September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to the OPEB plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on OPEB plan investments	$ 654,257	$ -
Differences between expected and actual experience	3,031,278	401,489
Assumption changes	4,671,806	11,314,483
Employer contributions made subsequent to the measurement date	214,200	-
Total	$ 8,571,541	$ 11,715,972

Note 16. Other Post-Employment Benefits (Continued)

The deferred outflows of resources related to the OPEB plan totaling $214,200 resulting from City contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the OPEB liability for the fiscal year ending September 30, 2024. Other amounts reported as deferred outflows of resources and as deferred inflows of resources related to the Plan will be recognized in expense as follows:

Years ending September 30:	
2023	$ (853,911)
2024	(848,929)
2025	(839,345)
2026	(709,776)
2027	189,303
Thereafter	(295,973)
	$ (3,358,631)

PLAN REPORTING AS REQUIRED BY GASB 74

The following disclosures for the City's OPEB Trust Fund are required by GASB Statement No. 74, *Financial Reporting for Post-Employment Benefit Plans Other than Pension Plans*. However, the balance for the Net OPEB Liability is not required to be reported on the City's financial statements until September 30, 2023.

Employees Covered by benefit terms. As of October 1, 2022, employee membership data related to the Plan is as follows:

Inactive employees or beneficiaries currently receiving benefit payments	232
Active employees	888
Total	1,120

Investments

Rate of return. For the year ended September 30, 2023, the annual money-weighted rate of return (loss) on investments, net of investment expense, was 7.28%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Net OPEB Liability of the City

The components of the net OPEB liability of the City as of September 30, 2023 (measurement date), were as follows:

Total OPEB liability	$ 21,838,373
Plan fiduciary net position	6,884,036
City's net OPEB liability	$ 14,954,337
Plan fiduciary net position as a percentage of the total OPEB liability	31.52%

Note 16. Other Post-Employment Benefits (Continued)

Actuarial assumptions. The total OPEB liability was determined by an actuarial valuation as of October 1, 2022 with updated asset information as of September 30, 2023, using the following assumptions, applied to all prior period included in the measurement:

Actuarial assumptions:		
Measurement date	September 30, 2023	
Inflation rate	2.50%	
Salary increases	3.00%	
Investment rate of return	5.50%	
Discount rate	4.81%	
Healthcare cost trend rates		
Medical		
Select rates	7.00%	initial medical trend rate for retirees
Ultimate rate	4.50%	per annum beginning in the year 2035

Mortality rates were based on Society of Actuaries Pub-2010 Public Retirement Plans Healthy Male and Female Total Dataset Headcount-Weighted Mortality tables based on Employee and Healthy Annuitant Tables for both pre- and post-retirement projected with mortality improvements using the most current Society of Actuaries Mortality Improvement Scale MP-2021.

For the measurement date of September 30, 2023, the following assumptions were changed:

- The mortality improvement scale was updated to MP-2021.
- The per capita claims costs and how these costs escalate in the future were updated for medical coverage. Dental costs remained flat and thus were not updated.
- The discount rate for accounting purposes was updated to reflect the weighted discount rate of the expected return on plan assets and the yield on a highly rated 20-year municipal bond as of September 30, 2023.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best–estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Note 16. Other Post-Employment Benefits (Continued)

The target allocation and best estimates of real rates of return for each major asset class as of September 30, 2023 (measurement date), are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic equity	32%	6.50%
International equity	18%	8.70%
Fixed income	40%	3.00%
Real estate	10%	6.70%
Cash	0%	2.00%
	100%	

Discount rate. The discount rate used to measure the total OPEB liability was 4.81%. The projection of cash flows used to determine the discount rate assumes that City contributions will be made at rates equal to the actuarially determined contribution rates. The long-term expected rate of return on OPEB plan investments are based on a blend of the expected long-term rate of return on assets of 5.50% for benefit payments during the first six (6) years after the valuation date and a yield on 20-year grade AA/Aa or higher municipal bonds of 4.75% per year for benefit payments beyond the first six (6) years after the valuation date.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate. The following table illustrates the impact of interest rate sensitivity on the net OPEB liability of the City as of September 30, 2023 (measurement date):

	1% Decrease 3.81%	Discount Rate 4.81%	1% Increase 5.81%
Net OPEB liability	$ 17,164,120	$ 14,954,337	$ 13,130,387

Sensitivity of the Net OPEB Liability to Changes in the healthcare cost trend rates. The following table illustrates the impact of healthcare cost trend rate sensitivity on the net OPEB liability of the City as of September 30, 2023 (measurement date):

	1% Decrease (6.00% decreasing to 3.50%)	Healthcare Cost Trend Rates (7.00% decreasing to 4.50%)	1% Increase (8.00% decreasing to 5.50%)
Net OPEB liability	$ 13,059,508	$ 14,954,337	$ 17,245,251

Note 17. Pronouncements Issued But Not Yet Adopted

GASB Statement No. 100, *Accounting Changes and Error Corrections* will improve the clarity of the accounting and financial reporting requirements for accounting changes and error corrections, which will result in greater consistency in application in practice. In turn, more understandable, reliable, relevant, consistent and comparable information will be provided to financial statement users for making decisions or assessing accountability. In addition, the display and note disclosure requirements will result in more consistent, decision useful, understandable and comprehensive information for users about accounting changes and error corrections. The statement will be effective for the City with its fiscal year ending September 30, 2024.

GASB Statement No. 101, *Compensated Absences* will through its unified recognition and remeasurement model, result in a liability for compensated absences that more appropriately reflects when a government incurs an obligation. In addition, the model can be applied consistently to any type of compensated absence and will eliminate potential comparability issues between governments that offer different types of leave. The model also will result in a more robust estimate of the amount of compensated absences that a government will pay or settle, which will enhance the relevance and reliability of information about the liability for compensated absences. The statement will be effective for the City with its fiscal year ending September 30, 2024.

GASB Statement No. 102, *Certain Risk Disclosures* will improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition. The statement will be effective for the City with its fiscal year ending September 30, 2025.

The City's management has not yet determined the effect these statements will have on the City's financial statements.

Note 18. Restatement of Prior Year Balances

The City implemented GASB Statement 96, *Subscription-based Information Technology Agreements* as of October 1, 2022. This statement requires the reporting of certain subscription assets and liabilities, which were not previously reported. The result of these changes impacted the beginning subscription asset and liability balances as shown below:

	Governmental Activities	
Statement of Net Position	Subscription Asset	Subscription Liability
Balances September 30, 2022, as previously reported	$ -	$ -
Change to implement GASB No. 96	506,643	506,643
Balances October 1, 2022, as restated	$ 506,643	$ 506,643

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Required Supplementary Information
General Fund
Schedule of Revenue, Expenditures, Other Financing Sources (Uses) and Changes in Fund Balances – Budget and Actual (Budgetary Basis) – Unaudited
Fiscal Year Ended September 30, 2023

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenue:				
Taxes:				
Ad valorem	$ 73,183,387	$ 73,183,387	$ 73,962,797	$ 779,410
Franchise fees	12,571,211	13,571,211	15,783,121	2,211,910
Utility	11,938,899	11,938,899	14,167,898	2,228,999
Intergovernmental	21,855,198	22,855,198	25,211,004	2,355,806
Licenses and permits	5,540,821	5,540,821	6,336,274	795,453
Charges for services	23,243,271	24,047,215	24,026,216	(20,999)
Fines and forfeitures	1,641,428	1,641,428	2,125,669	484,241
Interest and other	4,216,175	4,216,175	7,192,261	2,976,086
Total revenue	154,190,390	156,994,334	168,805,240	11,810,906
Expenditures:				
Current:				
General government	29,465,001	28,818,728	27,060,266	1,758,462
Public safety:				
Police	61,683,802	61,593,168	61,280,849	312,319
Fire and emergency services	13,898,603	14,021,676	14,427,287	(405,611)
Parks and recreation	15,874,479	15,689,097	15,657,100	31,997
Public works	7,092,688	7,143,858	7,007,744	136,114
Development services	8,011,905	8,049,305	7,278,062	771,243
Educational and cultural	1,139,001	1,159,137	955,395	203,742
Total expenditures	137,165,479	136,474,969	133,666,703	2,808,266
Excess of revenue over expenditures	17,024,911	20,519,365	35,138,537	14,619,172
Other financing sources (uses):				
Transfers in	145,656	145,656	147,156	1,500
Transfers out	(21,733,292)	(30,239,667)	(30,072,374)	167,293
Proceeds from sale of land	-	-	984	984
Total other financing sources (uses)	(21,587,636)	(30,094,011)	(29,924,234)	169,777
Appropriated fund balance	4,562,725	9,574,646	-	(9,574,646)
Net change in fund balances	$ -	$ -	5,214,303	$ 5,214,303
Fund balance, beginning of year			62,101,442	
Fund balance, end of year			$ 67,315,745	

See Notes to Required Supplementary Information.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Required Supplementary Information
Fire Special Revenue Fund
Schedule of Revenue, Expenditures, Other Financing Sources (Uses) and Changes in Fund Balances – Budget and Actual (Budgetary Basis) – Unaudited
Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenue:				
Intergovernmental	$ 50,000	$ 50,000	$ 71,792	$ 21,792
Non-ad valorem special assessment	15,562,453	15,562,453	15,799,217	236,764
Charges for services	11,153,778	11,153,778	10,715,710	(438,068)
Interest and other	55,000	55,000	280,628	225,628
Total revenue	26,821,231	26,821,231	26,867,347	46,116
Expenditures:				
Current:				
Fire	28,016,052	27,529,191	26,554,793	974,398
Capital outlay	30,813	15,550	15,550	-
Total expenditures	28,046,865	27,544,741	26,570,343	974,398
Excess (deficiency) of revenue over (under) expenditures	(1,225,634)	(723,510)	297,004	1,020,514
Other financing sources (uses):				
Transfers in	2,876,912	2,876,912	2,876,912	-
Transfers out	(1,751,278)	(2,253,402)	(2,157,565)	95,837
Total other financing sources (uses)	1,125,634	623,510	719,347	95,837
Appropriated fund balance	100,000	100,000		
Net change in fund balance	$ -	$ -	1,016,351	$ 1,116,351
Fund balance, beginning of year			3,861,035	
Fund balance, end of year			$ 4,877,386	

See Notes to Required Supplementary Information.

City of Coral Springs, Florida

Required Supplementary Information
General Employees' Retirement Plan
Schedule of Changes in the Net Pension Liability and Related Ratios
Last Nine Fiscal Years
(Unaudited)

	2023	2022	2021
Total pension liability			
Service cost	$ -	$ -	$ -
Interest	547,618	606,645	617,482
Differences between expected and actual experience	(143,119)	43,122	190,191
Changes in assumptions	376,918	95,236	-
Benefit payments, including refunds of employee contributions	(934,266)	(967,822)	(980,954)
Net change in total pension liability	**(152,849)**	(222,819)	(173,281)
Total pension liability – beginning	**9,594,097**	9,816,916	9,990,197
Total pension liability – ending (a)	**$ 9,441,248**	$ 9,594,097	$ 9,816,916
Plan fiduciary net position			
Contributions-employer	$ 800,000	$ 750,000	$ 611,634
Contributions-employee	-	-	-
Net investment income (loss)	(1,575,053)	1,436,408	648,831
Benefit payments, including refunds of employee contributions	(934,266)	(967,822)	(980,954)
Administrative expense	(26,047)	(6,121)	(8,934)
Net change in plan fiduciary net position	**(1,735,366)**	1,212,465	270,577
Plan fiduciary net position – beginning	**9,334,108**	8,121,643	7,851,066
Plan fiduciary net position – ending (b)	**$ 7,598,742**	$ 9,334,108	$ 8,121,643
City's net pension liability – (a) – (b)	**$ 1,842,506**	$ 259,989	$ 1,695,273
Plan fiduciary net position as a percentage of the total pension liability	**80.48%**	97.29%	82.73%
Covered payroll *	**N/A**	N/A	N/A
City's net liability as a percentage of covered payroll *	**N/A**	N/A	N/A
Measurement date	**9/30/2022**	9/30/2021	9/30/2020

* There are currently no active employees in the plan.

This Schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

2020	2019	2018	2017	2016	2015
$ -	$ -	$ 9,519	$ 38,723	$ 51,515	$ 57,052
630,784	625,218	664,619	680,454	681,195	646,841
141,504	710,420	(109,367)	84,907	-	-
-	410,065	468,540	-	275,902	239,005
(972,922)	(973,128)	(934,246)	(867,969)	(761,493)	(748,884)
(200,634)	772,575	99,065	(63,885)	247,119	194,014
10,190,831	9,418,256	9,319,191	9,383,076	9,135,957	8,941,943
$ 9,990,197	$ 10,190,831	$ 9,418,256	$ 9,319,191	$ 9,383,076	$ 9,135,957
$ 600,000	$ 587,157	$ 529,000	$ 529,000	$ 529,000	$ 529,000
-	-	4,304	10,079	21,913	22,326
283,475	390,383	675,979	666,661	(19,423)	644,954
(972,922)	(973,128)	(934,246)	(867,969)	(761,493)	(748,884)
(11,418)	(19,110)	(19,878)	(18,807)	(16,788)	(16,629)
(100,865)	(14,698)	255,159	318,964	(246,791)	430,767
7,951,931	7,966,629	7,711,470	7,392,506	7,639,297	7,208,530
$ 7,851,066	$ 7,951,931	$ 7,966,629	$ 7,711,470	$ 7,392,506	$ 7,639,297
$ 2,139,131	$ 2,238,900	$ 1,451,627	$ 1,607,721	$ 1,990,570	$ 1,496,660
78.59%	78.03%	84.59%	82.75%	78.79%	83.62%
N/A	N/A	$43,036	$49,416	$219,126	$223,257
N/A	N/A	3373.05%	3253.44%	908.41%	670.38%
9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014

City of Coral Springs, Florida

Required Supplementary Information
Police Officers' Retirement Plan
Schedule of Changes in the Net Pension Liability and Related Ratios
Last Nine Fiscal Years
(Unaudited)

		2023	2022	2021
Total pension liability				
Service cost		**$ 5,349,081**	$ 5,391,509	$ 5,576,478
Interest		**24,638,621**	24,012,383	20,890,435
Differences between expected and actual experience		**(1,934,052)**	2,826,277	10,883,338
Benefit payments, including refunds of employee contributions		**(18,736,364)**	(14,736,491)	(14,678,781)
Changes of benefit terms		**-**	-	1,498,101
Assumption changes		**19,100,703**	(7,167,314)	-
Contributions – buy back		**451,517**	-	-
Net change in total pension liability		**28,869,506**	10,326,364	24,169,571
Total pension liability – beginning		**332,534,074**	304,164,253	279,994,682
Adjustment to beginning balance	*	**-**	18,043,457	-
Total pension liability – beginning		**332,534,074**	322,207,710	279,994,682
Total pension liability – ending (a)		**$ 361,403,580**	$ 332,534,074	$ 304,164,253
Plan fiduciary net position				
Contributions-employer		**$ 11,238,201**	$ 11,735,573	$ 11,194,923
Contributions-employee		**2,446,421**	1,757,326	1,880,013
Contributions-other		**3,293,591**	-	-
Net investment income (loss)		**(43,413,525)**	55,257,588	17,280,977
Benefit payments, including refunds of employee contributions		**(18,736,364)**	(14,736,491)	(14,678,781)
Administrative expense		**(262,876)**	(270,655)	(206,918)
Net change in plan fiduciary net position		**(45,434,552)**	53,743,341	15,470,214
Total pension liability – beginning		**324,180,394**	252,393,596	236,923,382
Adjustment to beginning balance	*	**-**	18,043,457	-
Plan fiduciary net position – beginning		**324,180,394**	270,437,053	236,923,382
Plan fiduciary net position – ending (b)		**$ 278,745,842**	$ 324,180,394	$ 252,393,596
City's net pension liability – (a) – (b)		**$ 82,657,738**	$ 8,353,680	$ 51,770,657
Plan fiduciary net position as a percentage of the total pension liability		**77.13%**	97.49%	82.98%
Covered payroll		**$18,643,645**	$17,481,543	$17,006,487
City's net liability as a percentage of covered payroll		**443.36%**	47.79%	304.42%
Measurement date		**9/30/2022**	9/30/2021	9/30/2020

* The Total Pension Liability – beginning and Plan Fiduciary Net Position – beginning for 2022 includes DROP amounts that are now being included due to the implementaion of GASB 84. That amount is $18,043,457.

This Schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

2020	2019	2018	2017	2016	2015
$ 5,661,618	$ 4,345,351	$ 3,848,387	$ 4,026,131	$ 3,960,640	$ 5,129,594
18,286,849	19,486,843	17,972,364	17,276,218	16,386,234	14,808,396
3,882,200	2,993,912	612,903	(1,619,349)	4,343,366	134,405
(13,401,666)	(12,239,961)	(11,908,412)	(10,884,662)	(10,002,824)	(9,224,785)
-	235,180	-	-	1,850,931	-
21,233,529	-	6,988,272	-	(22,826,617)	-
-	-	-	-	-	-
35,662,530	14,821,325	17,513,514	8,798,338	(6,288,270)	10,847,610
244,332,152	229,510,827	211,997,313	203,198,975	209,487,245	-
-	-	-	-	-	-
244,332,152	229,510,827	211,997,313	203,198,975	209,487,245	198,639,635
$ 279,994,682	$ 244,332,152	$ 229,510,827	$ 211,997,313	$ 203,198,975	$ 209,487,245
$ 11,518,268	$ 10,330,313	$ 8,766,068	$ 9,537,098	$ 9,218,730	$ 9,393,477
1,846,201	1,754,523	1,511,546	1,514,657	1,198,413	1,199,916
-	-	-	-	-	-
11,969,160	21,825,036	22,518,132	16,635,024	2,794,517	16,754,911
(13,401,666)	(12,239,961)	(11,908,412)	(10,884,662)	(10,002,824)	(9,224,785)
(198,714)	(164,934)	(166,622)	(169,932)	(121,308)	(61,970)
11,733,249	21,504,977	20,720,712	16,632,185	3,087,528	18,061,549
225,190,133	203,685,156	182,964,444	166,332,259	163,244,731	-
-	-	-	-	-	-
225,190,133	203,685,156	182,964,444	166,332,259	163,244,731	145,183,182
$ 236,923,382	$ 225,190,133	$ 203,685,156	$ 182,964,444	$ 166,332,259	$ 163,244,731
$ 43,071,300	$ 19,142,019	$ 25,825,671	$ 29,032,869	$ 36,866,716	$ 46,242,514
84.62%	92.17%	88.75%	86.31%	81.86%	77.93%
$17,751,985	$16,479,660	$14,558,858	$14,881,215	$14,375,815	$13,987,337
242.63%	116.16%	177.39%	195.10%	256.45%	330.60%
9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014

City of Coral Springs, Florida

Required Supplementary Information
Firefighters' Retirement Plan
Schedule of Changes in the Net Pension Liability (Asset) and Related Ratios
Last Nine Fiscal Years
(Unaudited)

	2023	2022	2021
Total pension liability			
Service cost	**$ 3,723,552**	$ 3,989,849	$ 4,789,849
Interest	**9,385,961**	8,049,029	8,187,356
Share plan allocation	**672,797**	-	-
Differences between expected and actual experience	**1,182,238**	1,221,564	(2,429,730)
Contributions-buy back	**12,513**	16,268	3,754
Benefit payments, including refunds of employee contributions	**(3,544,158)**	(2,295,968)	(1,654,783)
Changes of benefit terms	**-**	-	-
Assumption changes	**-**	-	(5,919,509)
Net change in total pension liability	**11,432,903**	10,980,742	2,976,937
Total pension liability – beginning	**127,510,044**	108,179,231	105,202,294
Adjustment to beginning balance	**-**	8,350,071	-
Total pension liability – beginning	**127,510,044**	116,529,302	105,202,294
Total pension liability – ending (a)	**$ 138,942,947**	$ 127,510,044	$ 108,179,231
Plan fiduciary net position			
Contributions-employer	**$ 4,267,758**	$ 3,599,707	$ 3,811,837
Contributions-employee	**1,347,069**	1,354,859	1,342,121
Contributions-state	**2,216,334**	-	-
Net investment income (loss)	**(23,990,215)**	26,309,128	8,960,544
Benefit payments, including refunds of employee contributions	**(3,544,158)**	(2,295,968)	(1,654,783)
Administrative expense	**(229,991)**	(233,125)	(161,355)
Net change in plan fiduciary net position	**(19,933,203)**	28,734,601	12,298,364
Total pension liability – beginning	**163,037,781**	125,953,109	113,654,745
Adjustment to beginning balance*	**-**	8,350,071	-
Plan fiduciary net position – beginning	**163,037,781**	134,303,180	113,654,745
Plan fiduciary net position – ending (b)	**$ 143,104,578**	$ 163,037,781	$ 125,953,109
City's net pension liability (asset)-(a)–(b)	**$ (4,161,631)**	$ (35,527,737)	$ (17,773,878)
Plan fiduciary net position as a percentage of the total pension liability	**103.00%**	127.86%	116.43%
Covered payroll	**$15,320,201**	$15,226,115	$15,354,699
City's net liability as a percentage of covered payroll	**27.16%**	**233.33%**	**115.76%**
Measurement date	**9/30/2022**	9/30/2021	9/30/2020

* The Total Pension Liability – beginning and Plan Fiduciary Net Position – beginning for 2022 includes DROP amounts that are now being included due to the implementaion of GASB 84. That amount is $8,350,071.

This Schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

2020	2019	2018	2017	2016	2015
$ 4,413,393	$ 3,558,204	$ 3,367,278	$ 3,115,093	$ 3,036,432	$ 3,619,881
6,699,310	6,752,394	5,869,494	5,316,210	5,426,558	4,297,600
-	-	-	-	-	-
(433,121)	(385,276)	(843,752)	(1,503,467)	(781,690)	7,626
-	-	-	-	-	-
(1,226,405)	(833,316)	(758,448)	(662,875)	(699,229)	(496,377)
-	89,760	-	-	(197,858)	-
10,335,289	-	2,588,902	-	(8,086,717)	-
19,788,466	9,181,766	10,223,474	6,264,961	(1,302,504)	7,428,730
85,413,828	76,232,062	66,008,588	59,743,627	61,046,131	53,617,401
-	-	-	-	-	-
85,413,828	76,232,062	66,008,588	59,743,627	61,046,131	53,617,401
$ 105,202,294	$ 85,413,828	$ 76,232,062	$ 66,008,588	$ 59,743,627	$ 61,046,131
$ 3,990,271	$ 3,758,133	$ 2,786,119	$ 3,069,685	$ 2,669,685	$ 4,157,476
1,279,792	1,295,062	1,209,511	1,134,480	1,084,035	1,042,328
-	-	-	-	-	-
5,294,905	9,337,547	9,668,604	6,820,097	(493,412)	6,614,161
(1,226,405)	(833,316)	(758,448)	(662,875)	(699,229)	(496,377)
(153,696)	(118,709)	(133,399)	(114,194)	(87,545)	(60,964)
9,184,867	13,438,717	12,772,387	10,247,193	2,473,534	11,256,624
104,469,878	91,031,161	78,258,774	68,011,581	65,538,047	54,281,423
-	-	-	-	-	-
104,469,878	91,031,161	78,258,774	68,011,581	65,538,047	54,281,423
$ 113,654,745	$ 104,469,878	$ 91,031,161	$ 78,258,774	$ 68,011,581	$ 65,538,047
$ (8,452,451)	$ (19,056,050)	$ (14,799,099)	$ (12,250,186)	$ (8,267,954)	$ (4,491,916)
108.03%	122.31%	119.41%	118.56%	113.84%	107.36%
$14,483,662	$14,193,075	$13,459,531	$12,808,109	$12,414,588	$12,414,588
58.36%	**134.26%**	**109.95%**	**95.64%**	**66.60%**	**36.18%**
9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014

City of Coral Springs, Florida

Required Supplementary Information
General Employees' Retirement Plan
Schedule of Contributions
Last Ten Fiscal Years
(Unaudited)

Year	**2023**	2022	2021	2020	2019
Actuarially determined contribution	**$ 581,357**	$ 597,101	$ 661,616	$ 611,634	$ 572,640
Contribution made in relation to the actuarially determined contribution	**800,000**	800,000	750,000	611,634	600,000
Contribution – deficiency (excess)	**$ (218,643)**	$ (202,899)	$ (88,384)	$ -	$ (27,360)
Covered payroll *	**$ -**	$ -	$ -	$ -	$ -
Contributions as a percentage of covered payroll	**Not applicable**	Not applicable	Not applicable	Not applicable	Not applicable

Year	2018	2017	2016	2015	2014
Actuarially determined contribution	$ 587,157	$ 428,916	$ 410,992	$ 446,374	$ 432,121
Contribution made in relation to the actuarially determined contribution	587,157	529,000	529,000	529,000	529,000
Contribution – deficiency (excess)	$ -	$ (100,084)	$ (118,008)	$ (82,626)	$ (96,879)
Covered payroll *	$ -	$ 43,036	$ 49,416	$ 219,126	$ 223,257
Contributions as a percentage of covered payroll	Not applicable	1229.20%	1070.50%	241.41%	236.95%

* Beginning in fiscal year 2018, there were no active employees in the General Employees' Retirement Plan. As a result, covered payroll is zero.

Notes to Schedule:

Valuation date 10/1/2021

The following actuarial methods and assumptions were used in 2023, to determine contribution rates reported in this schedule:

Actuarial cost method	Entry age normal
Amortization method	Level dollar, closed
Remaining amortization period	5 years
Asset valuation method	Three-year smoothed market value
Actuarial assumptions:	
Investment rate of return	5.50%
Assumed annual salary increases	Not applicable (no active members)
Inflation	2.00%
Cost-of-living adjustments	2.00%
Mortality rates	Pub-2010 Headcount Weighted Mortality Tables with mortality improvements projected to all future years after 2010 using Scale MP-2018. For females, the base table used is the Below Median Healthy Retiree Female table. For males, the base table used is the Below Median Healthy Retiree Male Table, set back 1 year.

City of Coral Springs, Florida

Required Supplementary Information
Police Officers' Retirement Plan
Schedule of Contributions
Last Ten Fiscal Years
(Unaudited)

Year	**2023**	2022	2021	2020	2019
Actuarially determined contribution	**$ 10,406,927**	$ 11,180,566	$ 11,697,770	$ 11,534,214	$ 11,310,398
Contribution made in relation to the actuarially determined contribution *	**10,741,319**	11,238,201	11,735,573	11,194,923	11,518,268
Contribution – deficiency (excess)	**$ (334,392)**	$ (57,635)	$ (37,803)	$ 339,291	$ (207,870)
Covered payroll	**$ 18,283,316**	$ 18,643,645	$ 17,481,543	$ 17,006,487	$ 17,751,985
Contributions as a percentage of covered payroll	**58.75%**	60.28%	67.13%	65.83%	64.88%

Year	2018	2017	2016	2015	2014
Actuarially determined contribution	$ 10,220,960	$ 9,194,365	$ 9,015,031	$ 9,248,652	$ 9,164,486
Contribution made in relation to the actuarially determined contribution	10,330,313	8,766,068	9,537,098	9,218,730	9,393,477
Contribution – deficiency (excess)	$ (109,353)	$ 428,297	$ (522,067)	$ 29,922	$ (228,991)
Covered payroll	$ 16,479,660	$ 14,558,858	$ 14,881,215	$ 14,375,815	$ 13,987,337
Contributions as a percentage of covered payroll	64.09%	60.21%	64.09%	64.13%	67.16%

* The employee contributions for 2023, excludes DROP contribuions of $2,848,630 that are not available to fund the total pension liabiliity.

Notes to Schedule:

Valuation date October 1, 2021

The following actuarial methods and assumptions were used in 2023, to determine contribution rates reported in this schedule:

Actuarial cost method	Entry Age Normal
Amortization method	Level dollar, open
Remaining amortization period	30 years
Asset valuation method	Five-year smoothed market value
Actuarial assumptions:	
Investment rate of return	7.00%
Assumed annual salary increases	4.75%
Inflation	2.50%
Cost-of-living adjustments	2.5% for benefits earned prior to October 1, 2012; 1%, delayed for 5 years, for benefits earned after September 30, 2012
Mortality rates	Sex distinct PUB 2010 public safety employees headcount weighted mortality table with generational mortality improvement scale MP-2018

City of Coral Springs, Florida

Required Supplementary Information
Firefighters' Retirement Plan
Schedule of Contributions
Last Ten Fiscal Years
(Unaudited)

Year	2023	2022	2021	2020	2019
Actuarially determined contribution	**$ 2,745,360**	$ 2,892,064	$ 3,599,707	$ 3,811,837	$ 3,912,459
Contribution made in relation to the actuarially determined contribution *	**4,963,688**	3,599,708	3,599,707	3,811,837	3,990,271
Contribution – deficiency (excess)	**$ (2,218,328)**	$ (707,644)	$ -	$ -	$ (77,812)
Covered payroll	**$ 16,589,147**	$ 15,320,201	$ 15,226,115	$ 15,354,699	$ 14,483,662
Contributions as a percentage of covered payroll	29.92%	23.50%	23.64%	24.83%	27.55%

Year	2018	2017	2016	2015	2014
Actuarially determined contribution	$ 3,758,133	$ 3,432,180	$ 3,306,199	$ 3,207,505	$ 3,320,998
Contribution made in relation to the actuarially determined contribution	3,758,133	2,786,119	3,069,685	2,669,685	4,157,476
Contribution – deficiency (excess)	$ -	$ 646,061	$ 236,514	$ 537,820	$ (836,478)
Covered payroll	$ 14,193,075	$ 13,459,531	$ 12,808,109	$ 12,414,588	$ 11,912,320
Contributions as a percentage of covered payroll	26.48%	20.70%	23.97%	21.50%	34.90%

* The employee contributions for 2023, excludes DROP contribuions of $2,317,608 that are not available to fund the total pension liabiliity

Notes to Schedule:

Valuation date October 1, 2021

The following actuarial methods and assumptions were used in 2023, to determine contribution rates reported in this schedule:

Actuarial cost method	Entry Age Normal
Amortization method	Level dollar, closed
Remaining amortization period	30 years
Asset valuation method	Five-year smoothed market value
Actuarial assumptions:	
Investment rate of return	7.25%
Assumed annual salary increases	4.75%
Inflation	2.50%
Cost-of-living adjustments	1.00%
Mortality rates	As mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality are the rates used in Milliman's July 1, 2019 FRS valuation for special risk employees, updated with appropriate adjustments made based on plan demographics.

City of Coral Springs, Florida

Required Supplementary Information
General Employees' Retirement Plan
Schedule of Investment Returns (Losses)
Last Nine Fiscal Years
(Unaudited)

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Annual money-weighted rate of return (loss), net of investment expense	**8.70%**	(16.30)%	17.10%	8.90%	4.00%	5.20%	9.00%	9.40%	(0.40)%

Notes to Schedule:

This Schedule is presented to illustrate the requirements of GASB 67.
The requirement is to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

City of Coral Springs, Florida

Required Supplementary Information
Other Post-Employment Benefits – Employer Reporting
Schedule of Changes in the Net OPEB Liability and Related Ratios
Last Six Fiscal Years
(Unaudited)

	2023	2022	2021	2020	2019	2018
Total OPEB liability						
Service cost	**$ 1,629,394**	$ 1,345,873	$ 1,093,152	$ 886,420	$ 1,927,287	$ 897,710
Interest	**1,189,380**	993,918	1,053,359	959,711	965,321	931,779
Differences between expected and actual experience	**(147,833)**	1,573,472	-	2,785,360	(607,682)	-
Changes of assumptions	**(7,786,286)**	3,750,840	1,225,060	1,464,464	(9,885,015)	-
Benefit payments, including refunds of employee contributions	**(1,467,548)**	(1,420,544)	(915,237)	(1,239,077)	(1,451,697)	(794,095)
Net change in total OPEB liability	**(6,582,893)**	6,243,559	2,456,334	4,856,878	(9,051,786)	1,035,394
Total OPEB liability – beginning	**36,304,545**	30,060,986	27,604,652	22,747,774	31,799,560	30,764,166
Total OPEB liability – ending (a)	**$ 29,721,652**	$ 36,304,545	$ 30,060,986	$ 27,604,652	$ 22,747,774	$ 31,799,560
Plan fiduciary net position						
Contributions-employer	**$ 214,200**	$ 214,200	$ 210,000	$ 208,370	$ 208,370	$ 204,285
Net investment income (loss)	**(940,904)**	975,819	344,558	294,144	258,484	452,887
Administrative expense	**(7,477)**	(6,989)	(5,817)	(5,375)	(4,955)	(4,406)
Net change in plan fiduciary net position	**(734,181)**	1,183,030	548,741	497,139	461,899	652,766
Plan fiduciary net position – beginning	**6,944,856**	5,761,826	5,213,085	4,715,946	4,254,047	3,601,281
Plan fiduciary net position – ending (b)	**$ 6,210,675**	$ 6,944,856	$ 5,761,826	$ 5,213,085	$ 4,715,946	$ 4,254,047
City's net OPEB liability – (a) – (b)	**$ 23,510,977**	$ 29,359,689	$ 24,299,160	$ 22,391,567	$ 18,031,828	$ 27,545,513
Plan fiduciary net position as a percentage of the total OPEB liability	**20.90%**	19.13%	19.17%	18.88%	20.73%	13.38%
Covered payroll	**$ 84,549,160**	$ 74,311,691	$ 70,733,735	$ 70,175,464	$ 67,263,824	$ 65,161,527
City's net liability as a percentage of covered payroll	**27.81%**	39.51%	34.35%	31.91%	26.81%	42.27%
Measurement date	**9/30/2022**	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017

Notes to Schedule:

* *Changes in assumptions. In 2023, the following assumptions were changed: the discount rate increased from 3.21% to 5.10%, and the mortality improvement scale was updated from MP-2020 to MP-2021.*

* This Schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

City of Coral Springs, Florida

Required Supplementary Information
Other Post-Employment Benefits – Employer and Plan Reporting
Schedule of City Contributions – OPEB
Last Seven Fiscal Years
(Unaudited)

	2023	2022	2021	2020	2019	2018	2017
Actuarially determined contribution	**$ 1,648,701**	$ 2,812,849	$ 2,149,914	$ 2,148,156	$ 1,857,283	$ 1,812,791	$ 298,000
Contribution made in relation to the actuarially determined contribution *	**1,830,553**	1,681,748	1,634,744	1,125,237	1,447,447	1,660,067	596,000
Contribution – deficiency (excess)	**$ (181,852)**	$ 1,131,101	$ 515,170	$ 1,022,919	$ 409,836	$ 152,724	$ (298,000)
Covered payroll	**$ 76,964,814**	$ 84,549,160	$ 74,311,691	$ 70,733,735	$ 70,175,464	$ 67,263,824	$ 65,161,527
Contributions as a percentage of covered payroll	**2.38%**	1.99%	2.20%	1.59%	2.06%	2.47%	0.91%

Notes to Schedule:

Valuation date	10/1/2022
Methods and assumptions used to determine contribution rates:	
Actuarial cost method	Entry age normal
Amortization method	Level dollar, open
Amortization period	19 years
Asset valuation method	Market value
Actuarial assumptions:	
Investment rate of return	5.50%
Assumed annual salary increases	3.00%
Inflation	2.50%
Healthcare cost trend rates	
Medical	
Select rates	7.00% initial medical trend rate for retirees
Ultimate rate	4.50% per annum beginning 2041
Mortality rates	Society of Actuaries Pub-2010 Public Retirement Plans Healthy male and Female Total Dataset Headcount-Weighted Mortality tables based on Employee and Healthy Annuitant Tables for both pre- and post-retirement projected with mortality improvements using the most current Society of Actuaries Mortality Improvement Scale MP-2021.

* Contributions made include payments made to the OPEB Trust Fund and claims cost in excess of retiree contributions.

This Schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

City of Coral Springs, Florida

Required Supplementary Information
Other Post-Employment Benefits – Plan Reporting
Schedule of Changes in the Net OPEB Liability and Related Ratios
Last Seven Fiscal Years
(Unaudited)

	2023	2022	2021	2020	2019	2018	2017
Total OPEB liability							
Service cost	**$ 643,009**	$ 1,629,394	$ 1,345,873	$ 1,093,152	$ 886,420	$ 1,927,287	$ 897,710
Interest	**1,385,587**	1,189,380	993,918	1,053,359	959,711	965,321	931,779
Differences between expected and actual experience	**-**	(147,833)	1,573,472	-	2,785,360	(607,682)	-
Changes of assumptions	**(8,081,322)**	(7,786,286)	3,750,840	1,225,060	1,464,464	(9,885,015)	-
Benefit payments, including refunds of employee contributions	**(1,830,553)**	(1,467,548)	(1,420,544)	(915,237)	(1,239,077)	(1,451,697)	(794,095)
Net change in total OPEB liability	**(7,883,279)**	(6,582,893)	6,243,559	2,456,334	4,856,878	(9,051,786)	1,035,394
Total OPEB liability – beginning	**29,721,652**	36,304,545	30,060,986	27,604,652	22,747,774	31,799,560	30,764,166
Total OPEB liability – ending (a)	**$ 21,838,373**	$ 29,721,652	$ 36,304,545	$ 30,060,986	$ 27,604,652	$ 22,747,774	$ 31,799,560
Plan fiduciary net position							
Contributions-employer	**$ 214,200**	$ 214,200	$ 214,200	$ 210,000	$ 208,370	$ 208,370	$ 204,285
Net investment income (loss)	**466,400**	(940,904)	975,820	344,559	294,144	258,484	452,887
Administrative expense	**(7,239)**	(7,477)	(6,990)	(5,818)	(5,375)	(4,955)	(4,406)
Net change in plan fiduciary net position	**673,361**	(734,181)	1,183,030	548,741	497,139	461,899	652,766
Plan fiduciary net position–beginning	**6,210,675**	6,944,856	5,761,826	5,213,085	4,715,946	4,254,047	3,601,281
Plan fiduciary net position–ending (b)	**$ 6,884,036**	$ 6,210,675	$ 6,944,856	$ 5,761,826	$ 5,213,085	$ 4,715,946	$ 4,254,047
City's net OPEB liability – (a) – (b)	**$ 14,954,337**	$ 23,510,977	$ 29,359,689	$ 24,299,160	$ 22,391,567	$ 18,031,828	$ 27,545,513
Plan fiduciary net position as a percentage of the total OPEB liability	**31.52%**	20.90%	19.13%	19.17%	18.88%	20.73%	13.38%
Covered payroll	**$ 76,964,814**	$ 84,549,160	$ 74,311,691	$ 70,733,735	$ 70,175,464	$ 67,263,824	$ 65,161,527
City's net liability as a percentage of covered payroll	**19.43%**	27.81%	39.51%	34.35%	31.91%	26.81%	42.27%
Measurement date	**9/30/2023**	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017

This Schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

City of Coral Springs, Florida

Required Supplementary Information
Other Post-Employment Benefits – Plan Reporting
Schedule of Investment Returns – OPEB
Last Seven Fiscal Years
(Unaudited)

	2023	2022	2021	2020	2019
Annual money-weighted rate of return (loss), net of investment expense	**7.28%**	(13.11)%	16.31%	6.37%	5.87%

	2018	2017
Annual money-weighted rate of return (loss), net of investment expense	5.92%	11.97%

Notes to Schedule:

This Schedule is presented to illustrate the requirement of GASB 74.

The requirement is to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

Budgetary Procedures and Budgetary Accounting

The City adheres to the following procedures in establishing the budgetary data reflected in the accompanying financial statements:

Prior to September 30, the City Manager submits to the City Commission proposed operating budgets for the General Fund, Debt Service Fund, Fire Special Revenue Fund, Charter School Special Revenue Fund, Museum of Art Fund, Public Art Special Revenue Fund, Enterprise Funds and Internal Service Funds for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them. As part of the City's annual budgeting process, expenditures and funding sources for capital projects are identified through the Capital Improvement Program Budget. The Grant Fund, American Rescue Plan Fund and Tree Trust Fund do not have a legally adopted budget.

Public hearings are conducted at City Hall to obtain taxpayer comments. Prior to September 30, the budget is legally enacted through passage of a resolution.

Each department director is authorized to transfer budget amounts within individual departments. Revisions that alter the total expenditures of any department within a fund must be approved by the City Manager. The City Commission must approve revisions that alter the total expenditures of any fund. Actual expenditures and operating transfers out may not exceed budget appropriations at the individual fund level. Legal level of control is maintained at the fund level.

If during the fiscal year it becomes evident that a particular fund is unable to provide the required level of services to the community due to unexpected higher costs of providing services or a shortfall of revenue, the budget may be amended. The Director of Budget and Strategy submits to the City Commission a request to amend the budget. The request contains explanations written by the director(s) of the department(s) making the request. The request includes a proposal for financing if additional expenditures are requested.

From time to time, the City may appropriate funds that are intended to roll into fund balance at the end of a given fiscal year. While these funds are not considered part of fund balance until the end of the applicable fiscal year in which it is budgeted, such appropriation provides additional capacity to fund unanticipated expenditures that may occur.

The accompanying budgetary data represents the original and the final amended budgets as approved by the City Commission. The difference between the two columns represents authorized budget transfers within the fiscal year.

The following schedule reconciles the General Fund's revenue and expenditure amounts on *the schedule of revenue, expenditures, and changes in fund balances – budget and actual (budgetary basis)* to amounts on *the statement of revenue, expenditures and changes in fund balances*:

	Revenues	Expenditures
Revenue and expenditures – budgetary basis	$ 168,805,240	$ 133,666,703
State contribution for Police and Fire Pension Funds	4,013,176	-
Expenses related to the State contribution for the Police and Fire Pension Funds	-	4,013,176
Budgeted intrafund transfers for parks replacement	-	(528,914)
Budgeted intrafund transfers for computer replacement	-	(558,922)
Computer replacement expenditures	-	497,548
Revenue, expenditures and transfers – GAAP basis	$ 172,818,416	$ 137,089,591

The General Fund budget is prepared on the modified accrual basis. Certain General Fund operations are not budgeted and are excluded from the budget to actual presentation. The operations that are not budgeted are the State Contributions for the Police and Fire Pension Funds, the Parks Replacement Reserve expenditures, the Computer Replacement Reserve expenditures and the Facilities Replacement Reserve expenditures. However, intrafund transfers to fund computer replacement expenditures and parks replacement expenditures are budgeted in the General Fund.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Nonmajor Governmental Funds

Nonmajor Special Revenue Funds

Special Revenue Funds are used to account for specific revenue that is restricted to expenditures for particular purposes.

- Charter School Fund – to account for the operations of the Coral Springs Charter School.
- Law Enforcement Contraband Forfeiture Fund – to account for law enforcement related projects funded by the proceeds from forfeited confiscated property.
- Museum of Art Fund – to account for the operations of the Coral Springs Museum of Art.
- Tree Trust Fund – to account for fines received in accordance with the City's tree preservation ordinance.
- Public Art Fund – to account for the operations related to the City's public art program.
- Affordable Housing Fund – to account for the fees charged to developers as means to fund the City's affordable housing program for the benefit of current and future residents.
- Grants Fund – to account for certain federal, state and local grants received by the City.
- Opioid Settlement Fund – to account for Opioid settlements received from the State of Florida.

Nonmajor Debt Service Fund

The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general government debt principal, interest, and related costs paid primarily from taxes levied by the City.

Nonmajor Capital Projects Funds

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

- Capital Revenue Bond Series 2015B Fund – to account for construction of improvements within the City funded by this bond series.
- Special Obligation Bond Series 2017 Fund – to account for the acquisition and renovation of an existing building which will be used for governmental purposes and to construct additional parking.
- Special Obligation Note Series 2019 Fund – to account for the acquisition and installation of an enterprise resource software system.
- Special Obligation Bond Series 2020 Fund – to account for the construction of the Westside Campus and the Fire Station 64 Campus funded by this bond series.
- Sales Tax Surtax Fund – to account for ranked municipal surtax capital projects to be funded using the County one-cent transportation surtax.

Nonmajor Special Revenue Funds
Combining Balance Sheet
September 30, 2023

	Charter School Fund	Law Enforcement Contraband Forfeiture Fund	Museum of Art Fund
Assets			
Pooled cash and cash equivalents	$ 640,396	$ 919,549	$ 53,245
Pooled investments	1,812,598	2,546,059	150,141
Interest receivable	12,706	17,848	1,053
Due from other governments	-	-	-
Total assets	$ 2,465,700	$ 3,483,456	$ 204,439
Liabilities			
Accounts payable and accrued liabilities	$ -	$ 38,128	$ 22,300
Deposits and unearned revenue	-	20,019	-
Total liabilities	-	58,147	22,300
Deferred inflows of resources:			
Unavailable revenue	-	-	-
Total deferred inflow of resources	-	-	-
Fund Balances			
Restricted:			
Capital projects	-	-	-
Charter school operations	2,465,700	-	-
Law enforcement	-	3,425,309	-
Public art	-	-	182,139
Physical environment	-	-	-
Affordable housing	-	-	-
Unassigned:			
Special Revenue Funds	-	-	-
Total fund balances (deficits)	2,465,700	3,425,309	182,139
Total liabilities, deferred inflows and fund balances (deficits)	$ 2,465,700	$ 3,483,456	$ 204,439

(Continued)

	Tree Trust Fund	Public Art Fund	Affordable Housing Fund	Grants Fund	Opioid Settlement Fund	Total Nonmajor Special Revenue Funds
$	223,507	$ 476,400	$ 139,012	$ 70,920	$ 17,526	$ 2,540,555
	632,622	1,348,416	393,463	200,730	49,606	7,133,635
	4,435	9,452	2,758	1,407	348	50,007
	-	-	-	4,319,470	-	4,319,470
$	860,564	$ 1,834,268	$ 535,233	$ 4,592,527	$ 67,480	$ 14,043,667
$	39,577	$ 49,000	$ -	$ 81,429	$ -	$ 230,434
	-	251,744	-	2,378,729	-	2,650,492
	39,577	300,744	-	2,460,158	-	2,880,926
	-	-	-	2,147,955	-	2,147,955
	-	-	-	2,147,955	-	2,147,955
	-	-	-	-	67,480	67,480
	-	-	-	-	-	2,465,700
	-	-	-	-	-	3,425,309
	-	1,533,524	-	-	-	1,715,663
	820,987	-	-	-	-	820,987
	-	-	535,233	-	-	535,233
	-	-	-	(15,586)	-	(15,586)
	820,987	1,533,524	535,233	(15,586)	67,480	9,014,786
$	860,564	$ 1,834,268	$ 535,233	$ 4,592,527	$ 67,480	$ 14,043,667

CORAL SPRINGS
EVERYTHING UNDER THE SUN

City of Coral Springs, Florida

Nonmajor Debt Service Fund
Combining Balance Sheet
September 30, 2023

		Debt Service Fund
Assets		
Pooled cash and cash equivalents	$	314,378
Pooled investments		889,824
Interest receivable		6,238
Due from other governments		405
Total assets	$	1,210,845
Liabilities		
Deposits	$	27,371
Total liabilities		27,371
Fund Balances		
Assigned:		
Debt service		1,183,474
Total fund balances		1,183,474
Total liabilities and fund balances	$	1,210,845

(Continued)

Nonmajor Capital Projects Funds
Combining Balance Sheet (Continued)
September 30, 2023

	Capital Revenue Bond 2015B Fund	Special Obligation Bond Series 2017 Fund	Special Obligation Note Series 2019 Fund
Assets			
Pooled cash and cash equivalents	$ 21,087	$ 16,659	$ 1,532,100
Pooled investments	59,683	47,153	76,599
Interest receivable	418	329	6,926
Due from other governments	-	-	-
Total assets	$ 81,188	$ 64,141	$ 1,615,625
Liabilities			
Accounts payable and accrued liabilities	$ -	$ -	$ 27,299
Due to other funds	-	-	-
Deposits and unearned revenue	-	-	-
Total liabilities	-	-	27,299
Deferred inflows of resources:			
Unavailable revenue	-	-	-
Total deferred inflow of resources	-	-	-
Fund Balances			
Restricted:			
Capital projects	81,188	64,141	1,588,326
Charter school operations	-	-	-
Law enforcement	-	-	-
Public art	-	-	-
Physical environment	-	-	-
Affordable housing	-	-	-
Assigned:			
Capital projects	-	-	-
Debt service	-	-	-
Unassigned:			
Special Revenue Funds	-	-	-
Capital Projects Funds	-	-	-
Total fund balances (deficits)	81,188	64,141	1,588,326
Total liabilities and fund balances (deficits)	$ 81,188	$ 64,141	$ 1,615,625

Special Obligation Note Series 2020 Fund	Sales Tax Surtax Fund	Total Nonmajor Capital Projects Fund	Total Nonmajor Governmental Funds
$ 511,884	$ -	$ 2,081,730	$ 4,936,663
91,155	-	274,590	8,298,049
4,101	-	11,774	68,019
-	90,136	90,136	4,410,011
$ 607,140	$ 90,136	$ 2,458,230	$ 17,712,742
$ 113,000	$ 8,855	$ 149,154	$ 379,588
-	81,281	81,281	81,281
-	-	-	2,677,863
113,000	90,136	230,435	3,138,732
-	3,177	3,177	2,151,132
-	3,177	3,177	2,151,132
494,140	-	2,227,795	2,295,275
-	-	-	2,465,700
-	-	-	3,425,309
-	-	-	1,715,663
-	-	-	820,987
-	-	-	535,233
		-	
-	-	-	-
-	-	-	1,183,474
-	-	-	(15,586)
-	(3,177)	(3,177)	(3,177)
494,140	(3,177)	2,224,618	12,422,878
$ 607,140	$ 90,136	$ 2,458,230	$ 17,712,742

Nonmajor Special Revenue Funds
Combining Statement of Revenue, Expenditures and Changes in Fund Balances
Fiscal Year Ended September 30, 2023

	Charter School Fund	Law Enforcement Contraband Forfeiture Fund	Museum of Art Fund
Revenues			
Intergovernmental	$ 17,810,166	$ -	$ -
Licenses and permits	-	-	-
Charges for services	-	-	189,906
Fines and forfeitures	-	1,278,143	-
Interest and other	72,796	88,857	33,052
Total revenue	17,882,962	1,367,000	222,958
Expenditures			
Current:			
Public safety:			
Police	-	534,881	-
Parks and recreation	-	-	-
Development services	-	-	-
Educational and cultural programs	16,898,527	-	582,913
Capital outlay	139,886	52,714	-
Total expenditures	17,038,413	587,595	582,913
Excess (deficiency) of revenue over (under) expenditures	844,549	779,405	(359,955)
Other financing sources (uses)			
Transfers in	-	-	359,955
Transfers out	-	-	-
Total other financing sources (uses)	-	-	359,955
Net change in fund balances	844,549	779,405	-
Fund balances (deficits), beginning of year	1,621,151	2,645,904	182,139
Fund balances (deficits), end of year	$ 2,465,700	$ 3,425,309	$ 182,139

(Continued)

Tree Trust Fund	Public Art Fund	Affordable Housing Fund	Grants Fund	Opioid Settlement Fund	Total Nonmajor Special Revenue Funds
$ -	$ -	$ -	$ 3,175,239	$ 69,022	$ 21,054,427
15,488	-	-	-	-	15,488
-	305,626	-	-	-	495,532
39,900	-	-	-	-	1,318,043
30,983	60,144	19,340	59,444	-	364,616
86,371	365,770	19,340	3,234,683	69,022	23,248,106
-	-	-	15,061	1,542	551,484
-	-	-	69,107	-	69,107
-	-	52,849	346,438	-	399,287
-	36,739	-	22,976	-	17,541,155
174,222	85,990	-	264,231	-	717,043
174,222	122,729	52,849	717,813	1,542	19,278,076
(87,851)	243,041	(33,509)	2,516,870	67,480	3,970,030
-	-	-	4,163	-	364,118
-	-	-	(301,283)	-	(301,283)
-	-	-	(297,120)	-	62,835
(87,851)	243,041	(33,509)	2,219,750	67,480	4,032,865
908,838	1,290,483	568,742	(2,235,336)	-	4,981,921
$ 820,987	$ 1,533,524	$ 535,233	$ (15,586)	$ 67,480	$ 9,014,786

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Nonmajor Debt Service Fund
Combining Statement of Revenue, Expenditures and Changes in Fund Balances
Fiscal Year Ended September 30, 2023

	Debt Service Fund
Revenues	
Ad valorem tax	$ 2,596,234
Intergovernmental	62,008
Interest and other	97,823
Total revenue	2,756,065
Expenditures	
Current:	
Debt service:	
Principal	9,547,275
Interest and other	2,913,348
Total expenditures	12,460,623
Excess (deficiency) of revenue over (under) expenditures	(9,704,558)
Other financing sources	
Transfers in	9,846,085
Total other financing sources	9,846,085
Net change in fund balances	141,527
Fund balances, beginning of year	1,041,947
Fund balances, end of year	$ 1,183,474

(Continued)

Nonmajor Capital Projects Funds
Combining Statement of Revenue, Expenditures and Changes in Fund Balances (Continued)
Fiscal Year Ended September 30, 2023

	Capital Revenue Bond 2015B Fund	Special Obligation Bond Series 2017 Fund	Special Obligation Note Series 2019 Fund
Revenues			
Ad valorem tax	$ -	$ -	$ -
Intergovernmental	-	-	-
Licenses and permits	-	-	-
Charges for services	-	-	-
Fines and forfeitures	-	-	-
Interest and other	2,613	-	65,258
Total revenue	2,613	-	65,258
Expenditures			
Current:			
Public safety:			
Police	-	-	-
Parks and recreation	-	-	-
Development services	-	-	-
Educational and cultural programs	-	-	-
Capital outlay	23,898	-	340,168
Debt service:			
Principal	-	-	-
Interest and other	-	-	-
Total expenditures	23,898	-	340,168
Excess (deficiency) of revenue over (under) expenditures	(21,285)	-	(274,910)
Other financing sources (uses)			
Transfers in	-	-	-
Transfers out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balance	(21,285)	-	(274,910)
Fund balances, beginning of year	102,473	64,141	1,863,236
Fund balances, end of year	$ 81,188	$ 64,141	$ 1,588,326

Special Obligation Note Series 2020 Fund	Sales Tax Surtax Fund	Total Nonmajor Capital Projects Fund	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ 2,596,234
-	173,917	173,917	21,290,352
-	-	-	15,488
-	-	-	495,532
-	-	-	1,318,043
49,286	-	117,157	579,596
49,286	173,917	291,074	26,295,245
-	-	-	551,484
-	-	-	69,107
-	-	-	399,287
-	-	-	17,541,155
827,157	177,094	1,368,317	2,085,360
-	-	-	9,547,275
-	-	-	2,913,348
827,157	177,094	1,368,317	33,107,016
(777,871)	(3,177)	(1,077,243)	(6,811,771)
-	-	-	10,210,203
-	-	-	(301,283)
-	-	-	9,908,920
(777,871)	(3,177)	(1,077,243)	3,097,149
1,272,011	-	3,301,861	9,325,729
$ 494,140	$ (3,177)	$ 2,224,618	$ 12,422,878

City of Coral Springs, Florida

Coral Springs Charter School Special Revenue Fund – Nonmajor
Schedule of Revenue, Expenditures and Changes in Fund Balances –
Budget and Actual – Unaudited
Fiscal Year Ended September 30, 2023

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenue:				
Intergovernmental	$ 16,117,373	$ 16,556,553	$ 17,810,166	$ 1,253,613
Interest and other	-	-	72,796	72,796
Total revenue	16,117,373	16,556,553	17,882,962	1,326,409
Expenditures:				
Educational programs	15,403,373	15,842,553	16,898,527	(1,055,974)
Capital outlay	714,000	714,000	139,886	574,114
Total expenditures	16,117,373	16,556,553	17,038,413	(481,860)
Excess of revenue over expenditures	-	-	844,549	844,549
Appropriated fund balance	-	-	-	-
Net change in fund balance	$ -	$ -	844,549	$ 844,549
Fund balance, beginning of year			1,621,151	
Fund balance, end of year			$ 2,465,700	

City of Coral Springs, Florida

Museum of Art Special Revenue Fund – Nonmajor
Schedule of Revenue, Expenditures, and Changes in Fund Balances –
Budget and Actual – Unaudited
Fiscal Year Ended September 30, 2023

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenue:				
Intergovernmental	$ 171,500	$ 171,500	$ -	$ (171,500)
Charges for services	148,000	148,000	189,906	41,906
Interest and other	13,298	13,298	33,052	19,754
Total revenue	332,798	332,798	222,958	(109,840)
Expenditures:				
Educational and cultural	701,719	701,719	582,913	118,806
Cultural services	4,200	4,200	-	4,200
Total expenditures	705,919	705,919	582,913	123,006
Deficiency of revenue under expenditures	(373,121)	(373,121)	(359,955)	13,166
Other financing sources:				
Transfers in	373,121	373,121	359,955	(13,166)
Total other financing sources	373,121	373,121	359,955	(13,166)
Appropriated fund balance	-	-	-	-
Net change in fund balance	$ -	$ -	$ -	$ -
Fund balance, beginning of year			182,139	
Fund balance, end of year			$ 182,139	

City of Coral Springs, Florida

Public Art Special Revenue Fund – Nonmajor
Schedule of Revenue, Expenditures, and Changes in Fund Balances –
Budget and Actual – Unaudited
Fiscal Year Ended September 30, 2023

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenue:				
Charges for services	$ 15,000	$ 15,000	$ 305,626	$ 290,626
Interest and other	5,000	5,000	60,144	55,144
Total revenue	20,000	20,000	365,770	345,770
Expenditures:				
Educational and cultural	62,400	62,400	36,739	25,661
Capital outlay	270,000	270,000	85,990	184,010
Total expenditures	332,400	332,400	122,729	209,671
Excess (deficiency) of revenue over (under) expenditures	(312,400)	(312,400)	243,041	555,441
Appropriated fund balance	312,400	312,400	-	(312,400)
Net change in fund balance	$ -	$ -	243,041	$ 243,041
Fund balance, beginning of year			1,290,483	
Fund balance, end of year			$ 1,533,524	

City of Coral Springs, Florida

Debt Service Fund – Nonmajor
Schedule of Revenue, Expenditures and Changes in Fund Balances –
Budget and Actual – Unaudited
Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenue:				
Ad valorem taxes	$ 2,568,659	$ 2,568,659	$ 2,596,234	$ 27,575
Intergovernmental	60,956	60,956	62,008	1,052
Interest and other	11,520	11,520	97,823	86,303
Total revenue	2,641,135	2,641,135	2,756,065	114,930
Expenditures:				
Current:				
General government	1,400	1,400	-	1,400
Debt service:				
Principal	9,547,275	9,547,275	9,547,275	-
Interest and other	2,938,373	2,938,373	2,913,348	25,025
Total expenditures	12,487,048	12,487,048	12,460,623	26,425
Excess (deficiency) of revenue over (under) expenditures	(9,845,913)	(9,845,913)	(9,704,558)	141,355
Other financing sources:				
Transfers in	9,845,913	9,845,913	9,846,085	172
Total other financing sources	9,845,913	9,845,913	9,846,085	172
Net change in fund balances	$ -	$ -	141,527	$ 141,527
Fund balance, beginning of year			1,041,947	
Fund balance, end of year			$ 1,183,474	

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Nonmajor Enterprise Funds and Internal Service Funds

Nonmajor Enterprise Funds

Each of the enterprise funds accounts for all activities necessary to provide the respective services of the fund, including but not limited to, administration, operations, maintenance, financing and related debt service.

- Stormwater Fund – to account for the development and operation of the City's stormwater management program.

- Solid Waste Fund – to account for the provision of solid waste disposal services to City residents, including collection and disposal of solid waste and recycling.

Internal Service Funds

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and other government units, on a cost reimbursement basis.

- Self-Insurance Fund – to account for the costs of insuring the City in the areas of general liability, auto liability, property, life and medical benefits and workers' compensation. The City is primarily self-insured in these areas. Other funds are billed to cover actual premium costs, claims, and to maintain an adequate net position balance.

- Equipment Services Fund – to account for the provision costs of operating a maintenance facility for City vehicles. Other departments are billed to cover operating costs, including insurance and depreciation on the vehicles, and to provide for future replacement of the vehicles. New vehicles are initially purchased by the user departments and contributed to the Equipment Services Fund.

City of Coral Springs, Florida

Nonmajor Enterprise Funds
Combining Statement of Net Position
September 30, 2023

	Stormwater Fund	Solid Waste Fund	Total
Assets			
Current assets:			
Pooled cash and cash equivalents	$ 1,144,026	$ 875,220	$ 2,019,246
Pooled investments	3,238,089	2,477,251	5,715,340
Interest receivable	22,699	17,366	40,065
Due from other governments	637	898	1,535
Total current assets	4,405,451	3,370,735	7,776,186
Noncurrent assets:			
Capital assets:			
Construction in progress	3,843,816	-	3,843,816
Equipment	297,218	-	297,218
Infrastructure	3,207,150	-	3,207,150
Less accumulated depreciation	(422,993)	-	(422,993)
Total capital assets, net	6,925,191	-	6,925,191
Total noncurrent assets	6,925,191	-	6,925,191
Total assets	11,330,642	3,370,735	14,701,377
Deferred outflows of resources:			
Deferred outflows for OPEB	83,691	-	83,691
Total deferred outflow of resources	83,691	-	83,691
Liabilities			
Current liabilities:			
Accounts payable and accrued liabilities	416,841	756,464	1,173,305
Compensated absences	61,739	7,640	69,379
Total current liabilities	478,580	764,104	1,242,684
Noncurrent liabilities:			
Compensated absences	7,857	972	8,829
Net OPEB liability	164,000	-	164,000
Total noncurrent liabilities	171,857	972	172,829
Total liabilities	650,437	765,076	1,415,513
Deferred inflows of resources:			
Deferred inflows for OPEB	163,737	-	163,737
Total deferred inflow of resources	163,737	-	163,737
Net Position			
Net investment in capital assets	6,925,191	-	6,925,191
Unrestricted	3,674,968	2,605,659	6,280,627
Total net position	$ 10,600,159	$ 2,605,659	$ 13,205,818

Nonmajor Enterprise Funds
Combining Statement of Revenue, Expenses and Changes in Net Position
Fiscal Year Ended September 30, 2023

	Stormwater Fund	Solid Waste Fund	Total
Operating revenues:			
Charges for services	$ 4,340,358	$ 6,950,359	$ 11,290,717
Total operating revenue	4,340,358	6,950,359	11,290,717
Operating expenses:			
Operating and program costs	4,757,468	6,209,564	10,967,032
Administration	38,108	195,426	233,534
Nondepartmental	288,523	-	288,523
Depreciation	365,671	-	365,671
Total operating expenses	5,449,770	6,404,990	11,854,760
Operating income	(1,109,412)	545,369	(564,043)
Nonoperating revenues (expenses):			
Intergovernmental revenue	321,328	-	321,328
Investment income	171,332	164,083	335,415
Total nonoperating revenue (expenses), net	492,660	164,083	656,743
Income before transfers	(616,752)	709,452	92,700
Capital contributions	3,494,648	-	3,494,648
Transfers out	(137,909)	-	(137,909)
Change in net position	2,739,987	709,452	3,449,439
Net position, beginning of year	7,860,172	1,896,207	9,756,379
Net position, end of year	$ 10,600,159	$ 2,605,659	$ 13,205,818

City of Coral Springs, Florida

Nonmajor Proprietary Funds
Combining Statement of Cash Flows
Fiscal Year Ended September 30, 2023

	Stormwater Fund	Solid Waste Fund	Total
Cash Flows From Operating Activities			
Receipts from customers	$ 4,339,946	$ 6,949,750	$ 11,289,696
Payments to suppliers for goods and services	(4,064,849)	(6,224,530)	(10,289,379)
Payments to employees for services	(1,045,114)	(193,646)	(1,238,760)
Net cash provided by (used in) operating activities	(770,017)	531,574	(238,443)
Cash Flows From Noncapital Financing Activities			
Receipts from other governments	321,328	-	321,328
Net cash provided by noncapital financing activities	321,328	-	321,328
Cash Flows From Capital and Related Financing Activities			
Acquisition and construction of capital assets	984,697	-	984,697
Transfer to other funds	(137,909)	-	(137,909)
Net cash provided by and related financing activities	846,788	-	846,788
Cash Flows From Investing Activities			
Interest received	154,658	149,992	304,650
Purchase of investments	(2,461,554)	(1,934,894)	(4,396,448)
Net cash used in investing activities	(2,306,896)	(1,784,902)	(4,091,798)
Net decrease in cash and cash equivalents	(1,908,797)	(1,253,328)	(3,162,125)
Cash and cash equivalents, beginning of year	3,052,823	2,128,548	5,181,371
Cash and cash equivalents, end of year	$ 1,144,026	$ 875,220	$ 2,019,246

City of Coral Springs, Florida

Nonmajor Proprietary Funds
Combining Statement of Cash Flows
Fiscal Year Ended September 30, 2023

	Stormwater Fund	Solid Waste Fund	Total
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	**$ (1,109,412)**	**$ 545,369**	**$ (564,043)**
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	**365,671**	**-**	**365,671**
Changes in assets and liabilities – (increase)/decrease:			
Due from other governments	**(412)**	**(609)**	**(1,021)**
Deferred outflows	**6,190**	**-**	**6,190**
Accounts payable	**(25,444)**	**(14,139)**	**(39,583)**
Compensated absences	**3,844**	**953**	**4,797**
Net OPEB liability	**(116,974)**	**-**	**(116,974)**
Deferred inflows	**106,520**	**-**	**106,520**
Total adjustments	**339,395**	**(13,795)**	**325,600**
Net cash provided by operating activities	**$ (770,017)**	**$ 531,574**	**$ (238,443)**
Noncash investing and capital financing activities:			
Increase (decrease) in fair value of investments that are not cash equivalents:			
Unrealized losses on investments	**$ (21,293)**	**$ (15,616)**	**$ (36,909)**
Acquistions of capital assets through accounts and retainage payable	**155,358**	**-**	**155,358**
Purchases of capital assets were received from the following funds:			
Grants Fund	**3,494,648**	**-**	**3,494,648**
Total noncash investing, capital, noncapital and related financing activities	**$ 3,628,713**	**$ (15,616)**	**$ 3,613,097**

Water and Sewer Fund
Schedule of Revenue, Expenses and Other Financing Sources (Uses)
(Budgetary Basis) Compared to Budget (Unaudited)
Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Operating revenue				
Water sales	$ 10,428,712	$ 10,428,712	$ 10,597,151	$ 168,439
Sewer service charge	15,587,276	15,587,276	15,570,198	(17,078)
Charges for services	267,451	267,451	208,017	(59,434)
Total operating revenue	26,283,439	26,283,439	26,375,366	91,927
Operating expenses				
Wastewater treatment	7,576,250	8,161,250	8,158,712	2,538
Water treatment	3,581,720	3,704,588	3,604,891	99,697
Water distribution	1,276,983	1,248,378	1,168,703	79,675
Wastewater collection	1,508,599	1,557,817	1,462,077	95,740
Administration	5,127,399	5,033,918	5,083,215	(49,297)
Insurance expense	1,063,749	1,063,749	1,063,749	-
Renewal and replacement	5,900,000	5,900,000	5,900,000	-
Capital replacement	263,700	263,700	99,198	164,502
Total operating expenses	26,298,400	26,933,400	26,540,545	392,855
Operating income	(14,961)	(649,961)	(165,179)	484,782
Nonoperating revenue (expenses)				
Interest income	30,202	30,202	224,968	194,766
Meter sales	11,824	11,824	12,150	326
Debt service	(2,159,375)	(2,159,375)	(2,149,176)	10,199
Total nonoperating revenue (expenses)	(2,117,349)	(2,117,349)	(1,912,058)	205,291
Other financing uses				
Transfers out	(135,226)	(135,226)	(135,226)	-
Excess of revenue over expenses	$ (2,267,536)	$ (2,902,536)	$ (2,212,463)	$ 690,073

The above schedule reflects certain adjustments to actual revenue and expenses to present data on a basis comparable to the adopted budget.

Stormwater Fund
Schedule of Revenue, Expenses and Other Financing Sources (Uses)
(Budgetary Basis) Compared to Budget (Unaudited)
Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Operating revenue				
Other revenue	$ 4,285,877	$ 4,285,877	$ 4,340,358	$ 54,481
Operating expenses				
Operating and program costs	1,211,394	1,134,794	1,001,203	133,591
Personnel services	978,906	978,906	986,553	(7,647)
Benefits	457,668	457,668	457,241	427
Capital	1,500,000	1,576,600	1,576,519	81
Depreciation expense	-	-	365,670	(365,670)
Total operating expenses	4,147,968	4,147,968	4,387,186	(239,218)
Operating income	137,909	137,909	(46,828)	(184,737)
Nonoperating revenue				
Interest income	-	-	79,177	79,177
Total nonoperating revenue (expenses)	-	-	79,177	79,177
Other financing uses:				
Transfers out	(137,909)	(137,909)	(137,909)	-
Appropriated fund balance	-	-	-	-
Net change in fund balance	$ -	$ -	(105,560)	$ (105,560)

The above schedule reflects certain adjustments to actual revenue and expenses to present data on a basis comparable to the adopted budget.

Solid Waste Fund
Schedule of Revenue, Expenses and Other Financing Sources (Uses)
(Budgetary Basis) Compared to Budget (Unaudited)
Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Operating revenue				
Charges for services	$ 6,876,374	$ 6,876,374	$ 6,950,359	$ 73,985
Operating expenses				
Operating and program costs	6,958	6,958	6,958	-
Current expenses	6,673,306	6,673,306	6,202,606	470,700
Administration	196,110	196,110	195,426	684
Total operating expenses	6,876,374	6,876,374	6,404,990	471,384
Operating income	-	-	545,369	545,369
Nonoperating revenue (expenses)				
Interest income	-	-	164,083	164,083
Total nonoperating revenue (expenses)	-	-	164,083	164,083
Excess of revenue over expenses	$ -	$ -	709,452	$ 709,452
Fund balance, beginning of year			1,896,207	
Fund balance, end of year			$ 2,605,659	

CORAL SPRINGS
EVERYTHING UNDER THE SUN

City of Coral Springs, Florida

Internal Service Funds
Combining Statement of Net Position
September 30, 2023

	Self-Insurance Fund	Equipment Services Fund	Total
Assets			
Current assets:			
Pooled cash and cash equivalents	$ 5,130,729	$ 3,330,899	$ 8,461,628
Pooled investments	13,605,504	9,427,884	23,033,388
Interest receivable	95,375	66,090	161,465
Accounts receivable, net	-	51,282	51,282
Total current assets	18,831,608	12,876,155	31,707,763
Noncurrent assets:			
Advance to other funds	-	300,000	300,000
Capital assets, net	318,893	12,923,043	13,241,936
Total assets	19,150,501	26,099,198	45,249,699
Deferred outflows of resources:			
Deferred outflows for OPEB	-	171,432	171,432
Total deferred outflow of resources	-	171,432	171,432
Liabilities			
Current liabilities			
Accounts payable and accrued liabilities	125,486	537,498	662,984
Accrued interest	489	-	489
Compensated absences	49,657	96,005	145,662
Accrued liability for estimated claims	6,148,063	-	6,148,063
Lease payable	112,757	-	112,757
Net OPEB liability	-	470,220	470,220
Total current liabilities	6,436,452	1,103,723	7,540,175
Noncurrent liabilities			
Lease payable	217,923	-	217,923
Total liabilities	6,654,375	1,103,723	7,758,098
Deferred inflows of resources:			
Deferred inflows for OPEB	-	234,320	234,320
Total deferred inflow of resources	-	234,320	234,320
Net Position			
Net investment in capital assets	(11,787)	12,923,043	12,911,256
Unrestricted	12,507,913	12,009,544	24,517,457
Total net position	$ 12,496,126	$ 24,932,587	$ 37,428,713

Internal Service Funds
Combining Statement of Revenue, Expenses and Changes in Net Position
Fiscal Year Ended September 30, 2023

	Self-Insurance Fund	Equipment Services Fund	Total
Operating revenues:			
Charges for services	$ 23,258,017	$ 8,042,473	$ 31,300,490
Other revenue	9,036	116,972	126,008
Total operating revenue	23,267,053	8,159,445	31,426,498
Operating expenses:			
Operating and program costs	-	2,771,164	2,771,164
Administration	2,192,391	2,447,993	4,640,384
Depreciation and amortization	112,551	3,916,991	4,029,542
Insurance claims, net of recoveries	11,921,427	-	11,921,427
Insurance premiums	4,828,718	-	4,828,718
Total operating expenses	19,055,087	9,136,148	28,191,235
Operating income (loss)	4,211,966	(976,703)	3,235,263
Nonoperating revenues (expenses):			
Investment income	514,696	493,051	1,007,747
Interest expense	(3,327)	-	(3,327)
Gain on disposal of capital assets	-	691,873	691,873
Total nonoperating revenue (expenses)	511,369	1,184,924	1,696,293
Income before contributions and transfers	4,723,335	208,221	4,931,556
Capital contributions	-	20,936	20,936
Transfers in	-	123,927	123,927
Transfers out	(8,000)	(257,827)	(265,827)
Change in net position	4,715,335	95,257	4,810,592
Net position, beginning of year	7,780,791	24,837,330	32,618,121
Net position, end of year	$ 12,496,126	$ 24,932,587	$ 37,428,713

City of Coral Springs, Florida

Internal Service Funds
Combining Statement of Cash Flows
Fiscal Year Ended September 30, 2023

	Self-Insurance Fund	Equipment Services Fund	Total
Cash Flows From Operating Activities			
Receipts from other funds	$ 23,258,017	$ 8,042,473	$ 31,300,490
Receipts from employees and other sources	4,079,107	66,550	4,145,657
Payments to suppliers for goods and services	(6,997,037)	(4,290,571)	(11,287,608)
Payments for claims and premiums	(16,060,950)	-	(16,060,950)
Payments to employees for services	(407,603)	(1,419,669)	(1,827,272)
Net cash provided by operating activities	3,871,534	2,398,783	6,270,317
Cash Flows From Noncapital Financing Activities			
Transfer to other funds	(8,000)	-	(8,000)
Payment received on advance due from other funds	-	100,000	100,000
Net cash provided by (used in) noncapital financing activities	(8,000)	100,000	92,000
Cash Flows From Capital and Related Financing Activities			
Acquisition and construction of capital assets	-	(2,635,791)	(2,635,791)
Proceeds from sale of capital assets	-	837,994	837,994
Principal payments on financing leases	(108,530)	-	(108,530)
Interest payments on financing leases	(3,117)	-	(3,117)
Transfer from other funds	-	123,927	123,927
Transfer to other funds	-	(257,827)	(257,827)
Net cash used in capital and related financing activities	(111,647)	(1,931,697)	(2,043,344)
Cash Flows From Investing Activities			
Interest received	443,313	448,389	891,702
Purchase of investments	(10,793,606)	(7,048,871)	(17,842,477)
Net cash used in investing activities	(10,350,293)	(6,600,482)	(16,950,775)
Net decrease in cash and cash equivalents	(6,598,406)	(6,033,396)	(12,631,802)
Cash and cash equivalents, beginning of year	11,729,135	9,364,295	21,093,430
Cash and cash equivalents, end of year	$ 5,130,729	$ 3,330,899	$ 8,461,628

City of Coral Springs, Florida

Internal Service Funds
Combining Statement of Cash Flows
Fiscal Year Ended September 30, 2023

	Self-Insurance Fund	Equipment Services Fund	Total
Reconciliation of operating income (loss) to net cash provided by operating activities:			
Operating income (loss)	**$ 4,211,966**	**$ (976,703)**	**$ 3,235,263**
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	**112,551**	**3,916,991**	**4,029,542**
Changes in assets and liabilities – (increase)/decrease:			
Accounts receivable	**-**	**(50,422)**	**(50,422)**
Deferred outflows	**-**	**8,332**	**8,332**
Accounts payable	**(197,799)**	**(493,232)**	**(691,031)**
Accrued liability for estimated claims	**(256,452)**	**-**	**(256,452)**
Compensated absences	**1,268**	**4,271**	**5,539**
Net OPEB liability	**-**	**(116,974)**	**(116,974)**
Deferred inflows	**-**	**106,520**	**106,520**
Total adjustments	**(340,432)**	**3,375,486**	**3,035,054**
Net cash provided by operating activities	**$ 3,871,534**	**$ 2,398,783**	**$ 6,270,317**
Noncash investing and capital financing activities:			
Increase (decrease) in fair value of investments that are not cash equivalents:			
Unrealized loss on investments	**$ (6,971)**	**$ (7,021)**	**$ (13,992)**
Purchases of equipment were received from the following funds:			
General Capital Projects Fund	**-**	**20,936**	**20,936**
Water and Sewer Fund	**-**	**123,927**	**123,927**
	-	**144,863**	**144,863**
Total noncash investing, capital, noncapital and related financing activities	**$ (6,971)**	**$ 137,842**	**$ 130,871**

Self-Insurance Fund
Schedule of Revenue and Expenses
(Budgetary Basis) Compared to Budget (Unaudited)
Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Operating revenue				
Charges for services				
General Fund	$ 15,634,784	$ 15,634,784	$ 17,337,360	$ 1,702,576
Museum Fund	104,741	104,741	118,102	13,361
Water and Sewer Fund	1,825,159	1,825,159	1,967,762	142,603
Solid Waste Fund	52,370	52,370	59,051	6,681
Stormwater Fund	216,145	216,145	316,943	100,798
Equipment Services Fund	285,655	285,655	322,095	36,440
Self-Insurance Fund	41,571	41,571	47,523	5,952
Health Fund	5,434	5,434	5,790	356
Fire Fund	2,759,465	2,759,465	3,083,390	323,925
Recoveries	3,918,396	3,918,396	4,673,867	755,471
Other revenue	1,018,560	1,018,560	1,190,038	171,478
Total operating revenue	25,862,280	25,862,280	29,121,921	3,259,641
Operating expenses				
Interest and other	-	-	3,327	(3,327)
Insurance claims and premiums:				
Life, health and dental	19,985,985	23,915,404	19,839,723	4,075,681
Property and casualty	3,618,679	3,594,739	3,605,759	(11,020)
Workers' compensation	2,337,616	2,337,616	1,464,473	873,143
Total operating expenses	25,942,280	29,847,759	24,913,282	4,934,477
Excess (deficiency) of revenue over (under) expenses	(80,000)	(3,985,479)	4,208,639	8,194,118
Nonoperating revenue				
Investment income	80,000	80,000	514,696	434,696
Total nonoperating revenue (expenses)	80,000	80,000	514,696	434,696
Other financing uses				
Transfers out	-	(8,000)	(8,000)	-
Total other financing uses	-	(8,000)	(8,000)	-
Appropriated fund balance	-	3,913,479	-	(3,913,479)
Net change in fund balance	$ -	$ -	$ 4,715,335	$ 4,715,335

The above schedule reflects certain adjustments to actual revenue and expense to present data on a basis comparable to the adopted budget.

Equipment Services Fund
Schedule of Revenue and Expenses
(Budgetary Basis) Compared to Budget (Unaudited)
Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Operating revenue				
Charges for services	$ 8,303,818	$ 8,303,818	$ 8,042,473	$ (261,345)
Other revenue	290,500	640,500	912,972	272,472
Total operating revenue	8,594,318	8,944,318	8,955,445	11,127
Operating expenses				
Personal services	1,573,499	1,573,499	1,534,843	38,656
Current expenses	2,415,586	2,584,586	2,399,939	184,647
Depreciation expense	4,528,068	4,528,068	3,916,991	611,077
Equipment purchases	54,338	50,338	46,475	3,863
Total operating expenses	8,571,491	8,736,491	7,898,248	838,243
Excess of revenue over expenses	22,827	207,827	1,057,197	849,370
Nonoperating revenue				
Investment income	50,000	50,000	493,051	443,051
Total nonoperating revenue	50,000	50,000	493,051	443,051
Other financing sources (uses):				
Transfers in	-	-	123,927	123,927
Transfers out	(72,827)	(257,827)	(257,827)	-
Total other financing uses	(72,827)	(257,827)	(133,900)	123,927
Appropriated fund balance	-	-	-	-
Net change in fund balance	$ -	$ -	$ 1,416,348	$ 1,416,348

The above schedule reflects certain adjustments to actual revenue and expenses to present data on a basis comparable to the adopted budget.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Fiduciary Funds

Fiduciary Funds are used to account for assets held by the City in a trustee capacity or as an agent on behalf of others.

- General Employees', Police Officers' and Firefighters' Pension Trust Funds – to account for the accumulation of resources to be used for retirement benefit payments to the City's employees. Resources are contributed by the employees at rates fixed by law and by the City at amounts determined by annual actuarial valuations.
- City Commission Pension Trust Fund – to account for the accumulation of resources to be used for retirement benefit payments to City commissioners. Resources are contributed by the City at fixed rates.
- General Employer and Management 401(a) Defined Contribution Plans – to account for the assets of eight employee 401(a) plans for which the City acts as an agent on behalf of plan participants.
- OPEB Trust Fund – to account for the accumulation of resources to be used for funding other post-employment benefit payments on behalf of City employees. Resources are contributed by the City at amounts determined by bi-annual actuarial valuations.

Fiduciary Funds
Combining Statement of Net Position
September 30, 2023

	General Employees' Pension	Police Officers' Pension	Firefighters' Pension	City Commission Pension	General Employees' & Management 401 (a) Plan	OPEB Trust	Total
Assets							
Cash and cash equivalents	$ 946,555	$ 6,213,008	$ 2,698,797	$ 36,961	$ 1,086,781	$ -	$ 10,982,102
Debt securities	2,863,970	31,320,035	18,995,574	104,615	28,588,881	-	81,873,075
Equity securities	4,371,036	180,322,458	91,425,665	-	68,888,127	-	345,007,286
Other investments	-	79,416,930	46,842,018	-	-	6,884,036	133,142,984
Pending trades	-	374,067	117,754	-	-	-	491,821
Interest receivable	11,238	220,260	154,909	733	-	-	387,140
Accounts receivable – state contribution	-	-	604,141	-	-	-	604,141
Employee loan receivable and other assets	-	-	-	400	1,199,855	-	1,200,255
Total assets	8,192,799	297,866,758	160,838,858	142,709	99,763,644	6,884,036	573,688,804
Liabilities							
Accounts payable and accrued liabilities	-	399,183	204,641	-	-	-	603,824
Pending trades	-	244,303	110,059	-	-	-	354,362
Total liabilities	-	643,486	314,700	-	-	-	958,186
Net Position							
Net position restricted for future pension benefits	-	-	4,943,241	-	-	-	4,943,241
Net position restricted for current pension benefits and other purposes	8,192,799	297,223,272	155,580,917	142,709	99,763,644	6,884,036	567,787,377
Total net position	$ 8,192,799	$ 297,223,272	$ 160,524,158	$ 142,709	$ 99,763,644	$ 6,884,036	$ 572,730,618

Fiduciary Funds
Combining Statement of Changes in Net Position
Fiscal Year Ended September 30, 2023

	General Employees' Pension	Police Officers' Pension	Firefighters' Pension	City Commission Pension	General Employees' 401 (a) Plan	OPEB Trust	Total
Additions:							
Employee contribution	$ -	$ 2,366,279	$ 1,502,802	$ -	$ 2,781,580	$ -	$ 6,650,661
Employer contribution	800,000	12,010,439	4,847,630	5,646	2,919,427	214,200	20,797,342
State contribution	-	1,579,510	2,433,666	-	-	-	4,013,176
Rollovers, net	-	2	46	-	38,959	-	39,007
Total contributions	800,000	15,956,230	8,784,144	5,646	5,739,966	214,200	31,500,186
Investment income	224,588	8,084,567	4,693,211	4,835	2,579,432	-	15,586,633
Net appreciation (depreciation) in fair value of investments	491,500	17,366,463	10,104,875	(96)	7,994,187	466,400	36,423,329
Other income	619	1,332,823	3,943	-	-	-	1,337,385
	716,707	26,783,853	14,802,029	4,739	10,573,619	466,400	53,347,347
Investment expense	(53,950)	(1,780,159)	(496,246)	-	-	-	(2,330,355)
Net investment income (loss)	662,757	25,003,694	14,305,783	4,739	10,573,619	466,400	51,016,992
Total additions (deletions)	1,462,757	40,959,924	23,089,927	10,385	16,313,585	680,600	82,517,178
Deductions:							
Benefit payments	849,328	14,778,126	1,748,734	4,800	6,285,977	-	23,666,965
DROP payments and other	-	7,405,807	3,387,571	-	-	-	10,793,378
Share plan	-	-	253,260	-	-	-	253,260
Refunds to participants	-	46,822	-	-	-	-	46,822
Administrative expenses	19,372	251,739	280,782	-	126,506	7,239	685,638
Total deductions	868,700	22,482,494	5,670,347	4,800	6,412,483	7,239	35,446,063
Change in net position	594,057	18,477,430	17,419,580	5,585	9,901,102	673,361	47,071,115
Net position restricted, beginning	7,598,742	278,745,842	143,104,578	137,124	89,862,542	6,210,675	525,659,503
Net position restricted, ending	$ 8,192,799	$ 297,223,272	$ 160,524,158	$ 142,709	$ 99,763,644	$ 6,884,036	$ 572,730,618

CORAL SPRINGS
EVERYTHING UNDER THE SUN

CITY OF CORAL SPRINGS, FLORIDA

Index

Statistical Section (Unaudited)

This part of the City of Coral Springs' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

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Financial Trends (Unaudited)	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
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Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.	

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Net Position by Component (Unaudited)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2023	2022	2021	2020
Governmental activities				
Net investment in capital assets	$ 135,880,415	$ 125,086,762	$ 118,815,994	$ 121,057,994
Restricted	20,821,621	46,606,029	29,137,520	18,822,254
Unrestricted	76,760,452	18,285,096	8,298,363	19,067,952
Total governmental activities net position	**$ 233,462,488**	$ 189,977,887	$ 156,251,877	$ 158,948,200
Business-type activities				
Net investment in capital assets	$ 50,499,652	$ 47,910,363	$ 44,454,858	$ 42,122,520
Restricted	2,857,063	1,764,486	1,661,782	803,823
Unrestricted	24,798,993	23,466,405	21,329,294	19,373,597
Total business-type activities net position	**$ 78,155,708**	$ 73,141,254	$ 67,445,934	$ 62,299,940
Primary government				
Net investment in capital assets	$ 186,380,067	$ 172,997,125	$ 163,270,852	$ 163,180,514
Restricted	23,678,684	48,370,515	30,799,302	19,626,077
Unrestricted	101,559,445	41,751,501	29,627,657	38,441,549
Total primary government net position	**$ 311,618,196**	$ 263,119,141	$ 223,697,811	$ 221,248,140

The City implemented GASB Statement 75 as of October 1, 2017. Information was not available to implement GASB Statement 75 for the prior periods presented in the Statistical Section.

Source: City of Coral Springs, Department of Financial Services

2019	2018	2017	2016	2015	2014
$ 114,639,819	$ 116,042,150	$ 113,575,511	$ 112,287,063	$ 114,857,824	$ 121,631,760
31,250,213	25,976,444	12,661,504	12,339,454	10,780,409	9,713,668
4,405,081	(13,442,569)	16,655,005	11,090,938	2,265,168	51,539,412
$ 150,295,113	$ 128,576,025	$ 142,892,020	$ 135,717,455	$ 127,903,401	$ 182,884,840
$ 42,181,365	$ 41,228,921	$ 37,688,505	$ 31,111,084	$ 31,352,457	$ 30,980,127
795,369	882,773	1,251,930	2,814,703	1,644,867	1,531,532
14,439,836	12,942,748	12,943,405	13,881,632	15,742,446	9,757,424
$ 57,416,570	$ 55,054,442	$ 51,883,840	$ 47,807,419	$ 48,739,770	$ 42,269,083
$ 156,821,184	$ 157,271,071	$ 151,264,016	$ 143,398,147	$ 146,210,281	$ 152,611,887
32,045,582	26,859,217	13,913,434	15,154,157	12,425,276	11,245,200
18,844,917	(499,821)	29,598,410	24,972,570	18,007,614	61,296,836
$ 207,711,683	$ 183,630,467	$ 194,775,860	$ 183,524,874	$ 176,643,171	$ 225,153,923

City of Coral Springs, Florida

Changes in Net Position (Unaudited)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2023	2022	2021	2020
Expenses				
Governmental activities:				
General government	**$ 22,954,331**	$ 25,381,443	$ 29,241,912	$ 23,698,920
Police	**63,055,727**	55,528,320	68,924,021	61,920,719
Fire	**46,202,846**	34,582,410	40,024,013	38,354,809
Parks and recreation	**20,270,625**	17,480,880	16,984,953	15,832,962
Public works	**9,697,531**	12,156,181	9,849,378	10,268,653
Development services	**7,492,825**	6,839,355	8,621,885	8,042,034
Educational and cultural programs	**19,246,581**	19,159,680	17,531,507	15,819,014
Conference center	**-**	209,301	190,118	190,120
Interest on long-term debt	**2,276,211**	2,547,361	2,670,615	2,464,057
Total governmental activities expenses	**191,196,677**	173,884,931	194,038,402	176,591,288
Business-type activities:				
Water	**10,507,790**	9,629,510	9,555,856	9,268,513
Sewer	**15,761,685**	14,444,266	13,530,794	13,201,681
Stormwater	**5,449,770**	2,355,419	1,610,275	1,569,190
Solid waste	**6,404,990**	5,801,945	5,538,370	5,358,786
Total business-type activities expenses	**38,124,235**	32,231,140	30,235,295	29,398,170
Total primary government expenses	**$ 229,320,912**	$ 206,116,071	$ 224,273,697	$ 205,989,458
Program Revenues				
Governmental activities:				
Charges for services:				
General government	**$ 4,914,990**	$ 6,057,318	$ 4,529,383	$ 4,044,759
Police	**7,764,194**	5,632,073	3,850,220	4,603,043
Fire	**36,391,073**	31,280,874	30,064,736	28,414,272
Parks and recreation	**3,462,161**	3,625,933	2,981,372	2,182,052
Public works	**82,993**	67,670	172,950	123,101
Development services	**8,015,953**	7,080,713	8,105,325	6,608,745
Educational and cultural programs	**495,532**	577,365	2,057,908	1,567,003
Conference center	**-**	-	-	-
Operating grants and contributions	**25,700,974**	19,912,139	16,116,756	16,220,013
Capital grants and contributions	**253,149**	755,536	393,883	927,042
Total governmental activities program revenues	**$ 87,081,019**	$ 74,989,621	$ 68,272,533	$ 64,690,030

(Continued)

Table 2

2019	2018	2017	2016	2015	2014
$ 21,902,934	$ 26,229,930	$ 20,792,170	$ 18,197,201	$ 14,473,583	$ 14,141,479
48,592,938	47,357,019	45,368,722	45,425,067	45,442,083	47,275,922
31,857,235	31,368,955	30,162,429	27,648,206	28,559,339	28,471,646
16,223,388	17,305,750	18,143,273	17,399,137	17,225,075	17,902,034
11,405,110	10,604,517	7,901,065	8,162,585	8,098,646	9,372,985
7,193,424	7,588,361	7,277,340	7,050,663	9,001,843	7,636,809
17,274,563	14,363,170	14,825,628	13,701,284	14,196,965	14,285,130
192,695	190,118	190,118	191,305	191,645	191,910
2,583,113	2,329,765	2,547,323	2,188,666	1,757,961	1,708,815
157,225,400	157,337,585	147,208,068	139,964,114	138,947,140	140,986,730
9,264,709	8,664,633	8,053,596	8,222,629	7,705,213	7,487,184
13,122,983	12,405,728	11,340,056	12,023,215	10,839,560	10,196,706
-	-	-	-	-	-
4,808,196	4,462,767	4,343,534	4,327,706	4,190,011	2,995,990
27,195,888	25,533,128	23,737,186	24,573,550	22,734,784	20,679,880
$ 184,421,288	$ 182,870,713	$ 170,945,254	$ 164,537,664	$ 161,681,924	$ 161,666,610
$ 4,409,001	$ 4,126,051	$ 3,805,245	$ 3,666,801	$ 3,623,019	$ 3,100,813
3,691,865	3,360,828	2,667,138	2,310,072	2,575,632	2,268,162
26,701,052	24,251,435	23,292,818	22,135,459	22,397,366	20,523,224
3,880,278	3,982,886	4,156,636	4,036,953	4,429,436	4,328,460
103,461	87,781	75,258	49,777	50,284	48,007
7,358,059	7,854,123	9,921,344	9,790,449	6,707,885	5,160,247
1,692,466	1,654,574	1,596,422	1,697,520	1,628,491	1,585,156
-	-	-	-	-	-
15,817,294	15,225,061	14,194,130	14,004,758	14,310,179	15,176,635
536,825	2,048,316	1,223,532	535,726	494,367	719,565
$ 64,190,301	$ 62,591,055	$ 60,932,523	$ 58,227,515	$ 56,216,659	$ 52,910,269

City of Coral Springs, Florida

Changes in Net Position (Unaudited) (Continued)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2023	2022	2021	2020
Business-type activities:				
Charges for services:				
Water	**$ 10,609,301**	$ 10,168,693	$ 10,421,322	$ 9,839,933
Sewer	**15,778,215**	15,242,204	15,162,589	14,519,713
Stormwater	**4,340,358**	3,930,209	3,961,806	3,827,290
Solid waste	**6,950,359**	6,653,258	5,751,606	5,740,333
Capital grants and contributions	**4,523,282**	2,236,565	865,817	322,816
Total business-type activities program revenues	**42,201,515**	38,230,929	36,163,140	34,250,085
Total primary government program revenues	**$ 129,282,534**	$ 113,220,550	$ 104,435,673	$ 98,940,115
Net (Expense)/Revenue				
Governmental activities	**(104,115,658)**	(98,895,310)	(125,765,869)	(111,901,258)
Business-type activities	**4,077,280**	5,999,789	5,927,845	4,851,915
Total primary government net expense	**$ (100,038,378)**	$ (92,895,521)	$ (119,838,024)	$ (107,049,343)
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Ad valorem, levied for general purpose	**$ 73,962,797**	$ 67,740,663	$ 63,407,753	$ 60,342,434
Ad valorem, levied for debt service	**2,596,234**	2,590,243	2,604,346	2,603,824
Franchise taxes	15,783,121	14,123,769	12,618,489	12,399,999
Utility taxes	14,167,898	12,411,961	12,019,722	11,837,977
Communication taxes	**3,434,925**	3,237,445	3,269,000	3,105,363
Gas taxes	**2,341,840**	2,239,284	2,081,644	2,060,982
Intergovernmental not restricted to specific programs	**24,479,605**	22,005,573	23,984,688	23,253,086
Investment income	**5,785,807**	251,483	74,913	1,773,422
Miscellaneous	**4,650,970**	7,740,832	2,212,451	2,622,721
Transfers	**397,062**	280,067	796,540	400,482
Special item	**-**	-	-	154,052
Total governmental activities	**147,600,259**	132,621,320	123,069,546	120,554,342
Business-type activities:				
Intergovernmental	**321,328**	-	-	24,800,933
Investment income	**1,012,908**	(24,402)	14,689	431,937
Miscellaneous	**-**	-	-	4,650,970
Transfers	**(397,062)**	(280,067)	(796,540)	(400,482)
Total business-type activities	**937,174**	(304,469)	(781,851)	29,483,358
Total primary government	**148,537,433**	132,316,851	122,287,695	150,037,700
Change in Net Position				
Governmental activities	**43,484,601**	33,726,010	(2,696,323)	8,653,084
Business-type activities	**5,014,454**	5,695,320	5,145,994	34,335,273
Total primary government	**$ 48,499,055**	$ 39,421,330	$ 2,449,671	$ 42,988,357

Source: City of Coral Springs, Department of Financial Services

Table 2

2019	2018	2017	2016	2015	2014
$ 9,916,458	$ 9,549,786	$ 9,261,079	$ 8,849,258	$ 8,597,058	$ 8,301,341
14,141,567	13,883,535	13,280,776	12,909,333	12,425,010	11,958,575
-	-	-	-	-	-
4,936,075	4,619,530	4,412,789	4,166,000	4,035,954	3,892,484
179,248	1,857,234	793,405	1,228,034	587,038	6,653
29,173,348	29,910,085	27,748,049	27,152,625	25,645,060	24,159,053
$ 93,363,649	$ 92,501,140	$ 88,680,572	$ 85,380,140	$ 81,861,719	$ 77,069,322
(93,035,099)	(94,746,530)	(86,275,545)	(81,736,599)	(82,730,481)	(88,076,461)
1,977,460	4,376,957	4,010,863	2,579,075	2,910,276	3,479,173
$ (91,057,639)	$ (90,369,573)	$ (82,264,682)	$ (79,157,524)	$ (79,820,205)	$ (84,597,288)
$ 57,817,358	$ 54,358,346	$ 41,736,095	$ 39,282,218	$ 35,279,815	$ 33,847,000
2,611,108	2,548,718	2,563,871	2,400,836	1,573,553	1,508,312
12,726,761	12,546,995	12,394,344	12,218,962	12,245,054	12,236,915
11,706,237	11,655,950	11,351,304	11,163,482	11,054,809	10,859,975
3,185,862	3,529,670	3,839,170	4,017,589	4,643,614	4,878,703
2,333,849	2,307,521	2,301,939	2,236,759	2,195,696	2,142,076
20,572,341	17,304,907	16,067,807	15,640,460	18,044,303	14,243,226
2,312,506	953,206	642,818	636,751	391,918	355,666
1,336,271	2,360,172	2,482,539	1,876,101	2,714,133	2,611,677
151,894	63,720	70,223	77,495	86,000	962,035
-	-	-	-	-	-
114,754,187	107,629,205	93,450,110	89,550,653	88,228,895	83,645,585
66,449	-	-	-	-	-
471,288	190,928	135,781	146,199	66,281	74,976
(1,175)	14,367	-	-	-	-
(151,894)	(63,720)	(70,223)	(77,495)	(86,000)	(962,035)
384,668	141,575	65,558	68,704	(19,719)	(887,059)
115,138,855	107,770,780	93,515,668	89,619,357	88,209,176	82,758,526
21,719,088	12,882,675	7,174,565	7,814,054	5,498,414	(4,430,876)
2,362,128	4,518,532	4,076,421	2,647,779	2,890,557	2,592,114
$ 24,081,216	$ 17,401,207	$ 11,250,986	$ 10,461,833	$ 8,388,971	$ (1,838,762)

City of Coral Springs, Florida

Fund Balances, Governmental Funds (Unaudited)
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	2023	2022	2021	2020
General Fund				
Nonspendable				
Inventory and prepaids	**$ 1,074,337**	$ 1,657,609	$ 778,814	$ 796,971
Prepaid items	**692**	5,965	188,852	-
Restricted for				
Landfill	**-**	-	-	-
Parks	**-**	-	-	-
Committed to				
Stabilization fund	**31,990,104**	29,812,023	28,367,898	25,787,040
Assigned to				
Computer replacement program	**3,170,999**	2,922,004	2,416,230	2,614,589
Facilities replacement	**2,182,036**	964,408	588,353	647,836
Parks replacement	**5,010,861**	3,234,311	4,311,696	1,788,716
Subsequent years' expenditures	**1,500,000**	6,511,921	4,612,813	-
Capital projects	**10,546,530**	4,562,725	4,507,448	2,500,000
Unassigned	**2,235,131**	2,235,133	1,942,061	2,556,260
Total general fund	**$ 57,710,690**	$ 51,906,099	$ 47,714,165	$ 36,691,412
All Other Governmental Funds				
Nonspendable				
Asset held for resale	**$ -**	$ -	$ -	$ -
Prepaid items	**-**	-	30,000	-
Restricted for				
Fire safety	**4,877,386**	3,861,035	3,155,192	2,495,356
Capital projects	**2,819,712**	3,301,861	19,431,354	6,795,005
Charter school	**2,465,700**	1,621,151	2,856,260	3,015,032
Law enforcement	**3,425,309**	2,645,904	2,781,753	2,922,858
Public art	**1,715,663**	1,472,622	1,236,843	742,787
Physical environment	**820,987**	908,838	760,984	885,905
Affordable housing	**535,233**	568,742	572,610	307,865
Road improvements	**-**	-	-	-
Debt service	**-**	-	-	-
Assigned to				
Debt service	**1,183,474**	1,041,947	715,638	708,478
Capital projects	**25,011,744**	13,034,965	10,056,732	9,778,907
Unassigned	**(18,763)**	(2,263,982)	(1,797,629)	(807,394)
Total all other governmental funds	**$ 42,836,445**	$ 26,193,083	$ 39,799,737	$ 26,844,799

Source: City of Coral Springs, Department of Financial Services

Table 3

2019	2018	2017	2016	2015	2014
$ 981,821	$ 912,912	$ 935,702	$ 949,546	$ 1,138,336	$ 1,075,825
-	-	-	-	-	-
-	25,132	24,687	24,371	24,153	23,820
-	-	81,945	81,945	81,945	81,945
23,430,136	21,857,275	21,221,083	19,019,790	18,333,974	17,548,453
2,357,401	1,943,906	1,830,834	2,291,671	1,882,094	1,426,266
326,121	673,848	948,778	919,265	542,357	665,867
725,454	364,621	212,746		-	-
-	-	-	-	-	-
1,180,672	1,691,982	-	-	-	400,000
-	2,235,133	1,959,254	4,655,576	3,544,390	-
$ 29,001,605	$ 29,704,809	$ 27,215,029	$ 27,942,164	$ 25,547,249	$ 21,222,176
$ 375,000	$ -	$ -	$ -	$ -	$ -
-	-	20,000	-	-	-
1,820,979	633,404	545,469	710,933	2,562,042	2,501,899
8,166,816	6,423,687	9,718,856	40,864,636	16,169,223	14,327,091
5,122,942	6,031,673	5,603,441	5,627,420	5,198,329	4,927,093
3,265,042	2,719,758	2,331,061	2,178,788	1,747,761	1,396,176
764,374	546,238	453,978	614,297	470,524	449,850
877,779	827,439	850,237	350,480	309,994	191,134
302,204	294,359	291,117	288,773	286,317	-
40,843	99,342	99,342	99,342	99,342	141,751
-	-	2,380,227	2,363,105	-	-
1,066,144	-	-	-	256,311	252,937
7,236,827	3,252,034	3,334,897	5,019,743	2,876,410	5,429,828
(158,082)	(5,832)	(2,129,009)	(1,850,473)	(126,736)	(32,502)
$ 28,880,868	$ 20,822,102	$ 23,499,616	$ 56,267,044	$ 29,849,517	$ 29,585,257

Changes in Fund Balances, Governmental Funds (Unaudited)
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	2023	2022	2021	2020
Revenues				
Ad valorem taxes	**$ 76,559,031**	$ 70,330,906	$ 66,012,099	$ 62,946,258
Franchise fees	**15,783,121**	14,123,769	12,618,489	12,399,999
Utility taxes	**14,167,898**	12,411,961	12,019,722	11,837,977
Intergovernmental	**55,712,691**	47,149,389	44,626,408	45,500,164
Non ad valorem special assessment	**15,799,217**	14,902,218	13,818,908	13,702,371
Licenses and permits	**6,351,762**	5,838,295	6,115,860	4,876,224
Charges for services	**35,252,310**	32,004,086	28,650,148	26,123,067
Fines and forfeitures	**3,443,712**	2,737,858	1,793,056	1,818,035
Interest and other	**9,469,580**	4,422,833	3,901,571	5,620,639
Total revenues	**232,539,322**	203,921,315	189,556,261	184,824,734
Expenditures				
General government	**26,069,575**	24,031,159	23,693,360	21,398,269
Police	**63,438,069**	61,255,346	55,395,263	57,384,080
Fire	**43,415,744**	40,826,072	38,647,163	37,404,762
Parks and recreation	**15,719,495**	16,639,308	13,021,952	13,340,610
Public works	**7,011,149**	6,741,284	5,965,696	6,535,740
Development services	**7,679,167**	6,854,486	8,106,508	7,458,717
Educational and cultural programs	**18,412,191**	17,892,104	16,206,212	16,150,615
Capital outlay	**15,907,847**	27,485,708	18,740,478	16,360,351
Debt service				
Principal	**10,058,357**	9,390,066	8,394,893	9,030,317
Interest	**2,919,721**	3,181,382	3,473,742	2,688,635
Total expenditures	**210,631,315**	214,296,915	191,645,267	187,752,096
Excess (deficiency) of revenues over (under) expenditures	**21,908,007**	(10,375,600)	(2,089,006)	(2,927,362)
Other Financing Sources (Uses)				
Transfers in	**33,070,184**	23,054,816	17,455,431	20,424,291
Transfers out	**(32,531,222)**	(26,656,661)	(16,884,116)	(18,973,939)
Issuance of debt	**-**	-	22,135,000	4,800,000
Refunding bonds issues	**-**	-	-	-
Capital lease	**-**	-	-	2,176,696
Premium received (discount paid)	**-**	-	3,360,382	-
Payment to refunded bond escrow agent	**-**	-	-	-
Sale of assets	**984**	4,562,725	-	-
Special item	**-**	-	-	154,052
Total other financing sources (uses)	**539,946**	960,880	26,066,697	8,581,100
Net change in fund balances	**$ 22,447,953**	$ (9,414,720)	$ 23,977,691	$ 5,653,738
Debt service as a percentage of noncapital expenditures	**6.6%**	6.6%	6.7%	6.9%

Source: City of Coral Springs, Department of Financial Services

Table 4

2019	2018	2017	2016	2015	2014
$ 60,428,466	$ 56,907,064	$ 44,299,966	$ 41,683,054	$ 36,853,368	$ 35,355,312
12,726,761	12,546,995	12,394,344	12,218,962	12,245,054	12,236,915
11,706,237	11,655,950	11,351,304	11,163,482	11,054,809	10,859,975
40,123,940	39,409,450	36,578,230	35,764,672	38,947,555	36,862,376
12,580,780	11,228,209	10,446,316	9,635,043	9,596,691	9,365,347
4,697,307	4,490,664	5,008,628	4,053,595	3,657,309	3,354,617
26,187,075	24,776,550	23,365,720	22,794,859	23,634,478	20,695,145
3,477,113	4,242,964	5,527,679	5,883,075	3,272,198	2,258,773
5,731,724	4,818,815	4,562,984	4,498,455	4,536,211	4,727,675
177,659,403	170,076,661	153,535,171	147,695,197	143,797,673	135,716,135
19,616,781	24,550,724	19,291,612	16,239,539	14,887,837	13,801,624
56,072,415	52,220,546	49,644,809	47,791,993	46,088,275	46,102,398
34,932,860	33,179,549	30,921,219	29,273,425	28,502,527	26,961,912
14,489,290	14,356,968	15,022,183	14,333,636	14,297,945	14,240,666
8,313,276	7,559,997	5,022,054	4,910,544	5,193,223	6,200,804
6,707,346	6,734,311	7,046,810	6,871,847	7,254,341	6,900,923
15,386,208	13,709,737	13,803,418	13,225,940	13,249,630	13,347,467
8,745,135	20,633,263	36,576,834	17,513,043	10,391,025	13,267,158
7,604,967	7,449,362	7,296,127	6,561,209	5,082,350	3,416,439
2,793,270	2,597,301	2,653,408	1,913,429	1,595,487	1,522,819
174,661,548	182,991,758	187,278,474	158,634,605	146,542,640	145,762,210
2,997,855	(12,915,097)	(33,743,303)	(10,939,408)	(2,744,967)	(10,046,075)
16,060,270	12,293,501	10,068,996	12,290,210	11,418,416	13,509,841
(15,571,430)	(11,801,271)	(9,820,256)	(12,015,010)	(16,534,116)	(7,067,381)
-	10,000,000	-	34,319,000	12,450,000	10,043,000
-	-	-	7,780,000	-	9,441,272
6,104,000	-	-	-	-	-
-	-	-	5,115,279	-	-
-	-	-	(7,737,629)	-	(10,887,509)
-	-	-	-	-	-
-	-	-	-	-	(1,435,000)
6,592,840	10,492,230	248,740	39,751,850	7,334,300	13,604,223
$ 9,590,695	$ (2,422,867)	$ (33,494,563)	$ 28,812,442	$ 4,589,333	$ 3,558,148
6.2%	6.1%	6.5%	6.0%	5.2%	3.71%

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Tax Revenues by Source, Governmental Funds (Unaudited)
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

Fiscal Year	Property Taxes	Franchise Fees	Utility Taxes
2014	$ 35,355,312	$ 12,236,915	$ 10,859,975
2015	36,853,368	12,245,054	11,054,809
2016	41,683,054	12,218,962	11,163,482
2017	44,299,966	12,394,344	11,351,304
2018	56,907,064	12,546,995	11,655,950
2019	60,428,466	12,726,761	11,706,237
2020	62,946,258	12,399,999	11,837,977
2021	66,012,099	12,618,489	12,019,722
2022	70,330,906	14,123,769	12,411,961
2023	**76,559,031**	**15,783,121**	**14,167,898**
Change			
2014 - 2023	116.5%	29.0%	30.5%

Source: City of Coral Springs, Department of Financial Services

City of Coral Springs, Florida

Total Taxable Assessed Value as a Percentage of Estimated Total Fair Market Value (Unaudited)
Last Ten Fiscal Years

Fiscal Year	Tax Year	Just Value: Real Property	Just Value: Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value (1)
2014	2013	$ 10,453,861,780	$ 318,294,294	$ 3,031,465,118	$ 7,740,690,956
2015	2014	11,412,537,360	317,049,452	3,617,377,109	8,112,209,703
2016	2015	12,303,061,250	332,402,623	4,151,263,806	8,484,200,067
2017	2016	13,071,314,270	355,396,855	4,401,497,852	9,025,213,273
2018	2017	13,807,106,290	360,143,069	4,557,398,241	9,609,851,118
2019	2018	14,635,264,170	357,134,278	4,797,928,766	10,194,469,682
2020	2019	15,278,134,920	368,636,405	4,987,063,088	10,659,708,237
2021	2020	15,820,606,100	362,875,428	4,999,538,391	11,183,943,137
2022	2021	16,596,788,220	366,368,717	5,282,044,000	11,681,112,937
2023	**2022**	**19,594,689,200**	**366,583,817**	**7,225,898,947**	**12,735,374,070**

Note: Tax Roll Ad Valorem Assessments are determined as of January 1st for each ensuing fiscal year. Per Florida State Statutes property must be assessed at 100% of Market Value; Just Value is Market Value less reasonable fees and costs of purchase, etc. for Real Property. Personal Property figures assume on average the Assessed Value has been depreciated 45% from the cost net.

(1) Figures as of November (DR-403) versus previous July 1st DR-420; The Prior Year's Final Gross Taxable Value appears (Line 7) on the next Tax Year's DR-420.
The Difference between Total Taxable Assessed Value and Final Gross Taxable Value is Value Adjustment Board (VAB) Changes.
(2) Total Direct Tax Rate is the sum of the City's Operating and Debt Millage Rates.
(3) Estimated Total Fair Market Value figures based on Real Property assessed on average at 88% and Personal Property at 55%.

Source: Broward County, Florida Property Appraiser – Form DR-403 (Revised Recapitulation of the Ad Valorem Assessment Rolls for Coral Springs)

Table 6

Total Direct Tax Rate (2)	Estimated Total Fair Market Value (3)	Total Taxable Assessed Value as a Percentage of Estimated Total Fair Market Value
4.7730	$ 12,458,105,285	62.13%
4.7735	13,545,246,004	59.89%
5.0915	14,585,119,826	58.17%
5.0930	15,499,942,316	58.23%
6.1485	16,344,699,091	58.79%
6.1384	17,280,317,062	58.99%
6.1266	18,031,764,964	59.12%
6.1144	18,637,734,983	60.01%
6.2535	19,526,111,554	59.82%
6.2346	**22,933,208,304**	**55.53%**

City of Coral Springs, Florida

Direct and Overlapping Property Tax Rates (Unauadited)
Last Ten Fiscal Years

	City of Coral Springs			County		
Fiscal Year	Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total County Millage
2014	4.5697	0.2033	4.7730	5.4400	0.2830	5.7230
2015	4.5697	0.2038	4.7735	5.4584	0.2646	5.7230
2016	4.7982	0.2933	5.0915	5.4741	0.2489	5.7230
2017	4.7982	0.2948	5.0930	5.4474	0.2216	5.6690
2018	5.8732	0.2753	6.1485	5.4623	0.2067	5.6690
2019	5.8732	0.2652	6.1384	5.4792	0.1898	5.6690
2020	5.8732	0.2534	6.1266	5.4878	0.1812	5.6690
2021	5.8732	0.2412	6.1144	5.4999	0.1691	5.6690
2022	6.0232	0.2303	6.2535	5.5134	0.1556	5.6690
2023	**6.0232**	**0.2114**	**6.2346**	**5.5306**	**0.1384**	**5.6690**

Source: Broward County, Florida Property Appraiser.

Table 7

Overlapping Rates							
School District							
Operating Millage	Debt Service Millage	Total School Millage	Children's Services	North Broward Hospital District	South Florida Water Management District	Florida Inland Navigation District	Total Direct & Overlapping Rates
7.4800	-	7.4800	0.4882	1.7554	0.4110	0.0345	20.6651
7.4380	-	7.4380	0.4882	1.5939	0.3842	0.0345	20.4353
7.2030	0.0710	7.2740	0.4882	1.4425	0.3551	0.0320	20.4063
6.8360	0.0703	6.9063	0.4882	1.3462	0.3307	0.0320	19.8654
6.4740	0.0654	6.5394	0.4882	1.2483	0.3100	0.0320	20.4354
6.2750	0.1279	6.4029	0.4882	1.0855	0.2936	0.0320	20.1096
6.6350	0.1043	6.7393	0.4882	1.0324	0.2795	0.0320	20.3670
6.4140	0.0912	6.5052	0.4882	1.1469	0.2675	0.0320	20.2232
6.3180	0.1441	6.4621	0.4699	1.2770	0.2572	0.0320	20.4207
5.9510	**0.1873**	**6.1383**	**0.4500**	**1.6029**	**0.2301**	**0.0320**	**20.3569**

Principal Property Taxpayers (Unaudited)
Current Year and Nine Years Ago

	2023			2014		
Taxpayer	**Taxable Assessed Value**	**Rank**	**Percentage of Total City Taxable Assessed Value**	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Florida Power & Light	**$ 127,791,870**	**1**	**1.00%**	$ 67,408,366	2	0.87%
Pool 3 Industrial FL LLC	**101,453,570**	**2**	**0.80%**	-	-	-
Mid-America Apartments LP	**93,506,483**	**3**	**0.73%**	33,277,930	5	0.43%
Spa the Grove LLC	**74,339,731**	**4**	**0.58%**	53,070,090	3	0.69%
Coral-CS/LTD Associates	**71,552,940**	**5**	**0.56%**	99,855,300	1	1.29%
FA Wyndam Lake LLC	**71,349,606**	**6**	**0.56%**	-	-	-
Knickerbocker Properties Inc.	**71,283,253**	**7**	**0.56%**	-	-	-
AMFP III Sherwood Forest LLC	**69,470,033**	**8**	**0.55%**	-	-	-
790 Harbor Inn LLC	**67,949,729**	**9**	**0.53%**	-	-	-
Morris Coral Springs Assoc LLC	**58,045,975**	**10**	**0.46%**	-	-	-
Sherwood Forest at Coral Springs	**-**	-	**-**	44,022,970	4	0.57%
Club Mira Lago Trust Cort	**-**	-	**-**	28,664,720	6	0.37%
City National Bank of Florida	**-**	-	**-**	28,394,910	7	0.37%
Alliance RT Limited Partnership	**-**	-	**-**	26,845,860	8	0.35%
EQR-Lincoln Village | Vistas	**-**	-	**-**	26,671,440	9	0.34%
Royal Palm Dev Inc	**-**	-	**-**	23,958,130	10	0.31%
Total	**$ 806,743,190**		**6.33%**	$ 432,169,716		5.59%

Source: Broward County, Florida Revenue Collector

Property Tax Levies and Collections (Unaudited)
Last Ten Fiscal Years

Fiscal Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2014	$ 35,544,125	$ 34,003,197	95.7%	$ (193,950)	$ 33,809,247	95.1%
2015	37,439,941	35,450,789	94.7%	16,675	35,467,464	94.7%
2016	41,174,819	39,281,224	95.4%	32,622	39,313,846	95.5%
2017	43,502,299	41,748,731	96.0%	72,777	41,821,508	96.1%
2018	57,345,137	54,345,793	94.8%	180,251	54,526,044	95.1%
2019	60,622,404	57,763,993	95.3%	22,491	57,786,484	95.3%
2020	63,543,462	60,328,923	94.9%	98,566	60,427,489	95.1%
2021	66,314,852	63,355,989	95.5%	(42,278)	63,313,711	95.5%
2022	71,173,914	67,799,438	95.3%	56,524	67,855,962	95.3%
2023	**77,314,186**	**73,956,711**	**95.7%**	-	**73,956,711**	**95.7%**

Source: Broward County, Florida Revenue Collector

Water Sold by Type of Customer (Unaudited)
Last Ten Fiscal Years
(In millions of gallons)

	2023	2022	2021	2020	2019
Type of Customer					
Residential:					
Single-Family	**859,186**	873,444	870,962	873,099	858,041
Multi-Family	**771,763**	753,089	749,284	735,228	763,176
Commercial	**201,992**	195,296	188,981	192,337	212,226
Irrigation	**110,727**	119,032	127,351	124,427	138,147
Public-private	**93,656**	97,403	89,609	78,927	87,114
Construction	**-**	-	-	-	-
Fire Hydrant	**1,001**	1,334	792	774	1,858
Total	**2,038,325**	2,039,598	2,026,979	2,004,792	2,060,562
Total direct rate per 1,000 gallons	**$ 2.05**	$ 1.81	$ 1.81	$ 1.74	$ 1.69

Source: City of Coral Springs, Department of Financial Services
City of Coral Springs, Department of Public Works, Utilities Division

Table 10

2019	2018	2017	2016	2015	2014
858,041	830,580	862,231	852,494	888,573	907,101
763,176	797,407	810,654	811,239	809,483	812,429
212,226	221,361	209,579	200,684	198,623	187,187
138,147	128,766	130,006	115,253	122,063	125,961
87,114	77,793	91,710	91,998	98,540	85,370
-	27	64	264	314	1,360
1,858	2,216	324	5,471	462	1,049
2,060,562	2,058,150	2,104,568	2,077,403	2,118,058	2,120,457
$ 1.69	$ 1.63	$ 1.57	$ 1.52	$ 1.47	$ 1.42

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Water and Sewer Rates (Unaudited)
Last Ten Fiscal Years

Fiscal Year	Water		Sewer	
	Monthly Base Rate	Rate per 1,000 Gallons *	Monthly Base Rate	Rate per 1,000 Gallons
2014	11.35	1.42	18.74	3.57
2015	11.75	1.47	19.40	3.69
2016	12.16	1.52	20.08	3.82
2017	12.59	1.57	20.78	3.95
2018	13.03	1.63	21.51	4.09
2019	13.48	1.69	22.26	4.24
2020	13.95	1.74	23.04	4.38
2021	14.44	1.81	23.85	4.54
2022 **	14.44	1.81	23.85	4.54
2023	**16.37**	**2.05**	**25.30**	**4.82**

* The rate stated is for the first 4,000 gallons of water consumed.
**No rate increase for Water & Sewer for FY22.

Source: City of Coral Springs, Financial Services Department

Ratios of Outstanding Debt by Type (Unaudited)
Last Ten Fiscal Years

	Governmental Activities							
Fiscal Year	General Obligation Bonds	General Obligation Refunding Bonds	Special Obligation Bonds	Special Obligation Notes	Revenue Bonds	Revenue Note	Revenue Refunding Bonds	Capital Lease/ Financed Purchase
2014	$ -	$ 17,274,543	$ -	$ -	$ -	$ 19,466,942	$ 19,516,447	$ 1,784,521
2015	12,450,000	16,100,138	-	-	-	18,769,534	16,730,364	1,354,438
2016	11,956,190	14,928,133	27,345,278	-	11,298,000	18,056,312	14,088,708	913,830
2017	11,227,518	13,728,851	27,010,295	-	10,155,000	17,326,905	11,043,874	462,438
2018	10,481,358	12,497,830	36,662,760	-	8,985,000	16,580,934	7,949,864	-
2019	9,717,290	11,230,716	35,855,227	-	7,788,000	15,818,011	4,796,002	6,104,000
2020	8,934,884	9,927,824	34,627,693	4,444,000	6,563,000	15,037,738	1,589,000	7,783,952
2021	8,133,701	8,599,728	59,396,539	3,990,000	5,310,000	13,188,707	-	7,652,994
2022	7,313,289	7,242,680	57,870,829	3,526,000	4,028,000	9,617,500	-	6,495,810
2023	**6,473,187**	**5,853,048**	**56,320,485**	**3,053,000**	**2,716,000**	**5,958,691**	**-**	**5,307,780**

Source: City of Coral Springs, Department of Financial Services
City of Coral Springs, Department of Budget and Strategy

Note: The City implemented GASB 87 in fiscal year 2022, therefore capital lease was restated for fiscal year 2021.

Table 12

Business-Type Activities					
Revenue Bonds	Revenue Refunding Bonds	State Revolving Fund Loans	Total Primary Government	Percentage of Personal Income	Per Capita
$ 8,095,000	$ -	$ 13,822,713	$ 79,960,166	2.08%	647
12,302,000	-	13,501,099	91,207,573	2.36%	734
11,425,000	-	12,850,885	122,862,336	2.36%	973
10,529,000	-	12,182,683	113,666,564	2.84%	892
9,613,000	-	11,495,990	114,266,736	2.64%	887
8,683,000	-	10,803,892	110,796,138	2.55%	858
7,732,000	-	10,106,372	106,746,463	2.45%	826
6,761,000	-	9,389,480	122,422,149	2.45%	905
5,765,000	-	8,652,675	110,511,783	2.33%	822
4,748,000	**-**	**7,895,400**	**98,325,591**	**1.79%**	**735**

Ratios of General Bonded Debt Outstanding (Unaudited)
Last Ten Fiscal Years

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	General Bonded Debt Outstanding: General Obligation Refunding Bonds	General Bonded Debt Outstanding: Total	Percentage of Actual Taxable Value of Property	Per Capita
2014	$ -	$ 17,274,543	$ 17,274,543	0.22%	$139.74
2015	12,450,000	16,100,138	28,550,138	0.35%	229.72
2016	11,956,190	14,928,132	26,884,322	0.32%	212.92
2017	11,227,518	13,728,851	24,956,369	0.28%	195.92
2018	10,481,358	12,497,830	22,979,188	0.24%	178.47
2019	9,717,290	11,230,716	20,948,006	0.21%	162.30
2020	8,934,884	9,927,824	18,862,708	0.18%	145.93
2021	8,133,701	8,599,728	16,733,429	0.15%	124.51
2022	7,313,289	7,242,680	14,555,969	0.12%	108.31
2023	**6,473,187**	**5,853,048**	**12,326,235**	**0.11%**	**91.72**

Source: Broward County, Florida Property Appraiser
City of Coral Springs, Department of Financial Services

Direct and Overlapping Governmental Activities Debt (Unaudited)
As of September 30, 2023

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Direct and Overlapping Debt
Broward County	$ 39,205,000	5.21660%	$ 2,045,168
Broward County School Board	861,969,000	4.79800%	41,357,273
Subtotal, overlapping debt			43,402,441
City direct debt			85,767,520
Total direct and overlapping debt			$ 129,169,961

Sources: Assessed value data used to estimate applicable percentages provided by the Broward County, Florida Property Appraiser.
Debt outstanding data provided by each governmental unit.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Coral Springs. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

Legal Debt Margin Information (Unaudited)
Last Ten Fiscal Years

The charter of the City of Coral Springs does not impose a bonded debt limit.

Pledged-Revenue Coverage (Unaudited)
Last Ten Fiscal Years

	Water and Sewer Revenue Bonds and State Revolving Loans					
		Less:	Net	Debt Service		
Fiscal Year	Gross Revenue (1)	Operating Expenses (2)	Available Revenue	Principal	Interest	Coverage
2014	$ 20,318,841	$ 13,762,754	$ 6,556,087	$ 957,497	$ 569,654	4.29
2015	21,081,314	14,482,734	6,598,580	1,204,879	436,163	4.02
2016	21,896,336	15,756,134	6,140,202	1,527,214	603,116	2.88
2017	22,663,702	14,880,043	7,783,659	1,564,202	500,000	3.77
2018	23,603,442	16,157,166	7,446,276	1,602,691	577,885	3.41
2019	24,484,770	17,396,140	7,088,630	1,622,098	545,582	3.27
2020	24,704,665	17,319,626	7,385,039	1,648,520	504,439	3.43
2021	25,594,794	18,005,330	7,589,464	1,687,892	462,340	3.53
2022	25,391,132	18,920,594	6,470,538	1,732,805	429,143	2.99
2023	**27,065,009**	**21,066,059**	**5,998,950**	**1,774,275**	**385,104**	**2.78**

(1) Includes operating revenue and interest income.
(2) Includes other nonoperating expenses and excludes depreciation, interest, loss on disposal of capital assets and amortization of bond issue costs.

Source: City of Coral Springs, Department of Financial Services

Demographic and Economic Statistics (Unaudited)
Last Ten Fiscal Years

Fiscal Year	Population (1)	Personal Income	Per Capita Personal Income (2)	Median Age (2)	School Enrollment (3)	Unemployment Rate (4)
2014	123,618	$ 3,849,093,666	$ 31,137	36.5	30,100	4.7%
2015	124,282	3,869,768,634	31,137	36.5	29,899	4.8%
2016	126,264	3,961,280,472	31,373	36.5	30,809	4.5%
2017	127,381	3,996,324,113	31,373	36.5	31,064	3.2%
2018	128,757	4,331,256,723	33,639	37.8	30,903	2.7%
2019	129,067	4,341,684,813	33,639	38.2	30,419	2.7%
2020	129,263	4,554,840,331	35,237	37.3	30,419*	6.7%
2021	134,394	4,735,641,378	35,237	37.4	26,634	3.9%
2022	134,394	5,535,688,860	41,190	38.3	29,016	2.3%
2023	**133,693**	**5,506,814,670**	**41,190**	**38.3**	**28,972**	**2.9%**

Source:
(1) Bureau of Economic and Business Research
(2) U.S. Census Bureau – ESRI – information is updated biennially (every 2 years)
(3) School Board of Broward County, Florida
(4) U.S. Bureau of Labor Statistics

Principal Employers (Unaudited)
Current Year and Nine Years Ago

	2023			2014		
Employer	**Employees**	**Rank**	**Percentage of Total City Employment**	Employees	Rank	Percentage of Total City Employment
Broward County Schools	**2,179**	**1**	**2.86%**	2,008	1	2.63%
Publix Supermarkets	**1,349**	**2**	**1.77%**	1,220	2	1.60%
City of Coral Springs	**1,266**	**3**	**1.66%**	-	-	-
Fiserv *	**1,183**	**4**	**1.56%**	-	-	-
Broward Health of Coral Springs	**1,176**	**5**	**1.55%**	-	-	-
Walmart/Sams	**919**	**6**	**1.21%**	846	6	1.11%
Macy's	**341**	**7**	**0.45%**	-	-	-
Target	**306**	**8**	**0.40%**	-	-	-
Costco	**240**	**9**	**0.32%**	-	-	-
ABB Optical	**170**	**10**	**0.22%**	-	-	-
Coral Springs Medical Center	**-**	**-**	**-**	1,114	3	1.46%
First Data	**-**	**-**	**-**	900	4	1.18%
City of Coral Springs	**-**	**-**	**-**	813	5	1.06%
Coral Springs Auto Mall	**-**	**-**	**-**	370	7	0.48%
Macy's	**-**	**-**	**-**	250	8	0.33%
Sears Roebuck & Co		**-**		233	9	0.30%
JC Penney	**-**	**-**	**-**	187	10	0.24%
Total	**9,129**		**12.00%**	7,941		10.39%

Source: 2011 Coral Springs Economic Development Foundation
2020 Coral Springs Economic Development Office

CORAL SPRINGS
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Full-Time Equivalent City Government Employees by Function (Unaudited)
Last Ten Fiscal Years

Function	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General government	**110**	104	105	101	96	94	93	92	92	87
Police	**332**	333	324	311	311	309	302	301	301	298
Fire & EMS	**209**	205	201	201	190	185	180	179	178	173
Parks and recreation	**95**	96	93	95	105	105	106	105	105	105
Public works	**22**	31	26	26	36	35	29	28	28	28
Development services	**67**	66	64	65	68	68	66	66	66	65
Education and cultural	**6**	6	6	-	-	-	-	-	-	-
Water and sewer	**42**	42	41	41	40	41	40	40	40	39
Stormwater	**17**	11	10	10	-	-	-	-	-	-
Equipment services	**15**	15	15	15	15	15	15	15	15	15
Other	**8**	8	8	8	8	8	6	5	3	3
Total	**923**	917	893	873	869	860	837	831	828	813

Source: City of Coral Springs, Department of Budget and Strategy

Operating Indicators by Function (Unaudited)
Last Ten Fiscal Years

Function	2023	2022	2021	2020
General government				
Building permits issued	**8,490**	8,876	10,467	10,037
Building inspections conducted	**30,970**	24,053	28,371	31,050
Police				
Physical arrests	**1,422**	1,136	1,482	1,139
Parking violations	**1,381**	1,664	292	423
Traffic violations	**20,217**	19,142	11,972	11,334
Fire				
Emergency responses	**17,809**	14,628	9,596	12,985
Fire responses	**160**	122	115	138
Inspections	**6,921**	5,443	7,044	5,763
Public works				
Streets resurfacing (miles)	**5**	4	4	5
Potholes repaired	**69**	74	99	92
Recreation and culture				
Athletic field permits issued	**7,609**	11,810	8,185	10,654
Center for the Arts	**74,280**	71,310	32,407	41,853
Water				
Consumers	**13,316**	13,338	13,318	13,262
Water main breaks	**9**	8	3	7
Average daily consumption (thousands of gallons)	**6,050**	6,140	6,135	6,018
Sewer				
Average daily sewage treatment (thousands of gallons)	**7,030**	7,040	7,580	7,670
Transit				
Total route miles	**70,720**	88,052	88,555	86,164
Passengers	**53,722**	49,382	38,048	39,715

Source: City of Coral Springs, Florida

Table 20

2019	2018	2017	2016	2015	2014
11,323	10,667	9,902	9,928	9,281	8,941
31,581	34,296	30,665	21,217	24,778	24,638
1,876	1,712	1,821	2,179	2,588	3,043
2,960	3,562	2,151	2,701	3,383	3,976
22,534	25,409	14,680	17,229	22,452	24,525
13,392	15,367	15,137	14,762	14,902	13,504
114	180	170	185	181	181
6,952	11,381	6,392	7,092	7,430	6,840
-	5	1	3	-	15
72	98	106	85	89	122
7,181	1,473	1,315	1,619	1,892	1,878
109,000	110,712	115,173	111,376	102,683	128,216
13,188	13,142	13,038	12,991	13,012	12,993
11	9	6	10	6	5
6,057	6,082	6,131	5,829	6,055	5,900
7,560	8,450	7,620	8,410	7,140	7,170
89,842	89,981	96,660	90,251	89,778	88,304
57,494	56,416	75,859	78,689	85,208	84,338

Capital Asset Statistics by Function (Unaudited)
Last Ten Fiscal Years

Function	2023	2022	2021	2020
Police				
Stations	**1**	1	1	1
Substations	**1**	2	2	2
Patrol units	**146**	144	146	146
Fire				
Stations	**5**	5	5	5
Public works				
Streets (lane miles)	**224**	224	224	224
Streetlights	**486**	484	432	432
Recreation and culture				
Parks	**49**	49	49	49
Parks – acres	**768**	768	768	768
Playgrounds	**32**	32	32	30
Playgrounds – acres	**3**	3	3	3
Pools	**11**	10	10	10
Tennis courts	**39**	39	39	39
Baseball/softball diamonds	**24**	24	24	24
Basketball courts	**25**	25	25	28
Pickleball courts	**26**	14	14	14
Soccer/football fields	**15**	15	15	15
Center for the Arts	**1**	1	1	1
Community centers	**5**	5	5	5
Water				
Water mains (miles)	**169**	169	169	169
Fire hydrants	**1,155**	1,157	1,157	1,157
Storage capacity (millions of gallons)	**8,400**	8,400	8,400	8,400
Sewer				
Sanitary sewers (miles)	**32**	32	32	32
Treatment capacity (thousands of gallons)	**9,790**	9,790	9,790	9,790
Transit				
Buses	**2**	2	2	2

Source: City of Coral Springs, Florida

Table 21

2019	2018	2017	2016	2015	2014
1	1	1	1	1	1
2	2	2	2	1	1
146	146	140	140	140	140
5	5	5	5	5	5
224	224	224	224	224	224
415	415	387	387	387	387
49	49	49	48	48	48
768	768	768	765	765	765
33	33	33	33	33	33
3	3	3	3	3	3
10	10	10	10	10	10
39	39	39	39	39	37
24	24	24	24	24	24
28	28	28	28	28	30
2	2	2	2	2	2
15	15	15	15	15	15
1	1	1	1	1	1
3	3	3	3	3	3
165	165	165	165	165	165
1,155	1,155	1,155	1,155	1,150	1,150
8,400	8,400	8,400	8,400	8,400	8,400
32	32	32	32	32	32
9,790	9,790	9,790	9,790	9,790	9,790
2	2	2	2	2	2

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Independent Auditor's Report

Honorable Mayor and Members of the City Commission
City of Coral Springs, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Coral Springs, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 24, 2024. Our report included an emphasis of matter paragraph for the adoption of Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements*. The adoption of this statement resulted in the restatement of the financial statements as of October 1, 2022. Our opinions were not modified with respect to this matter.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001 that we consider to be a material weakness.

Report on Compliance and Other Matters
As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

City's Response to Findings
Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RSM US LLP

Fort Lauderdale, Florida
June 24, 2024

RSM US LLP

Report on Compliance for the Major Federal Program and
Report on Internal Control Over Compliance Required by the Uniform Guidance

Independent Auditor's Report

Honorable Mayor and Members of the City Commission
City of Coral Springs, Florida

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program
We have audited the City of Coral Springs, Florida's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended September 30, 2023. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2023.

Basis for Opinion on the Major Federal Program
We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Other Matter — Federal Expenditures Not Included in the Compliance Audit
The City's basic financial statements include the operations of the Coral Springs Charter School, which expended $1,372,260 in federal awards which is not included in the City's schedule of expenditures of federal awards during the year ended September 30, 2023. Our compliance audit, described in the "Opinion on Each Major Federal Program," does not include the operations of the Coral Springs Charter School because the Coral Springs Charter School engaged other auditors to perform an audit of compliance.

Responsibilities of Management for Compliance
Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance
Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

RSM US LLP

Fort Lauderdale, Florida
June 24, 2024

City of Coral Springs, Florida
Schedule of Expenditures of Federal Awards
Fiscal Year Ended September 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Contract Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Agriculture				
Passed through Florida Department of Agriculture and Consumer Service				
Cooperative Forestry Assistance	10.664	22-DG-11083112-001-A	22-DG-11083112-001-A	**$ 4,730**
U.S. Department of Homeland Security				
Passed through Florida Division of Emergency Management				
Disaster Grants – Public Assistance (Presidentially Declared Disasters)	97.036	Z0152	93-017-2528	**204,980**
Passed through City of Miami, Florida				
Homeland Security Grant Program	97.067	R0232	07-222-0791	**167,740**
Total U.S. Department of Homeland Security				**372,720**
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grants/Entitlement Grants	14.218	B-20-MC-12-0036	Not applicable	**151,779**
Community Development Block Grants/Entitlement Grants	14.218	B-21-MC-12-0036	Not applicable	**161,522**
Covid-19 – Community Development Block Grants/Entitlement Grants	14.218	B-20-MW-12-0036	Not applicable	**359,821**
Total CDBG – Entitlement Grants Cluster				**673,122**
Total U.S. Department of Housing and Urban Development				**673,122**
U.S. Department of Justice				
Equitable Sharing Program	16.922	None	Not applicable	**160,537**
Passed through City of Pompano Beach, Florida				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2018-DJ-BX-0884	08-018-1167	**15,061**
Total U.S. Department of Justice				**175,598**
U.S. Department of Treasury				
Covid-19 – Coronavirus State and Local Fiscal Recovery Funds	21.027	None	Not applicable	**5,126,367**
Total Expenditures of Federal Awards				**$ 6,352,537**

See Notes to the Schedules of Expenditures of Federal Awards and State Financial Assistance.

City of Coral Springs, Florida
Schedule of State Financial Assistance
Fiscal Year Ended September 30, 2023

State Grantor/Pass-Through Grantor/Project or Cluster Title	CSFA Number	Contract Number	State Expenditures
Florida Department of Financial Services			
Fire Decontamination Equipment Grant Project	43.013	FM587	**$ 9,863**
Florida Department of Health			
Emergency Medical Services (EMS) Matching Awards	64.003	M0041	**22,224**
Florida Department of State, Division of Cultural Affairs:			
General Program Support	45.061	None	**84,576**
Total Expenditures of State Financial Assistance			**$ 116,663**

See Notes to the Schedules of Expenditures of Federal Awards and State Financial Assistance.

Notes to Schedules of Expenditures of Federal Awards and State Financial Assistance

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards and Schedule of State Financial Assistance (the Schedules) includes the federal and state award activity of the City of Coral Springs, Florida (the City) under programs of the federal and state government for the year ended September 30, 2023. The information in the Schedules is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General of the State of Florida* (Chapter 10.550). Because the Schedules present only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in fund balance/net position or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

The Schedules are presented using the modified accrual basis of accounting for expenditures accounted for in the governmental funds and on the accrual basis of accounting for expenses of the proprietary fund types, which are described in Note 1 to the City's basic financial statements. Such expenditures/expenses are recognized following the cost principles contained in the Uniform Guidance and Chapter 10.550, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3. Disaster Grants – Public Assistance

Expenditures reported in the Schedule for ALN #97.036, Disaster Grants – Public Assistance, include $204,980 of expenditures incurred by the City in prior years and was awarded during the year ended September 30, 2023.

Note 4. Indirect Cost Rate

The City elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

Note 5. Subrecipient Awards

The City did not make subawards of federal awards or state financial assistance during the year ended September 30, 2023.

City of Coral Springs, Florida

Schedule of Findings and Questioned Costs
Fiscal Year Ended September 30, 2023

Section I – Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with U.S. GAAP:	Unmodified			
Internal control over financial reporting:				
Material weakness(es) identified?	X	Yes		No
Significant deficiency(ies) identified?		Yes	X	None Reported
Noncompliance material to financial statements noted?		Yes	X	No

Federal Awards

Internal control over major federal program:				
Material weakness(es) identified?		Yes	X	No
Significant deficiency(ies) identified?		Yes	X	None Reported
Type of auditor's report issued on compliance for major federal program:	Unmodified			
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?		Yes	X	No

Identification of major federal program:

Assistance Listing Number	Name of Federal Program or Cluster
21.027	Covid-19 – Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between type A and type B programs:	$ 750,000			
Auditee qualified as low-risk auditee?	X	Yes		No

II – Financial Statement Findings

IC 2023-001 – Financial Reporting

Criteria: Management is responsible for the preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Internal control policies and procedures should provide reasonable assurance regarding the reliability of the financial reporting and disclosure of lease balances.

Condition: We noted that management did not detect errors in reporting its lease related balances when implementing Governmental Accounting Standards Board Statement No. 87, *Leases* (GASB 87), in the prior year. An amendment of the lease term in which the City is a lessor in a lease agreement with a third party was not identified and recorded with the adoption of GASB 87 in the prior fiscal year. This resulted in the understatement of the lease receivable ($5.1 million), deferred inflows of resources – leases ($5 million) and fund balance/net position ($168 thousand) balances for the prior fiscal year ended.

Context: The condition relates to the proper accounting and financial reporting for leases on an ongoing basis and appears to be isolated to an individual lease agreement.

Cause: Due to an administrative oversight, the City did not account for the amendment of the lease term during the implementation of GASB 87 in the prior fiscal year.

Effect: See condition above.

Current Year Recommendation: We recommend that management perform an annual completeness review of all lease balances, which should include a reconciliation of the detail listing of lease accounts to the general ledger and a review of governing board minutes to ensure that all leases and related amendments are properly accounted for at year end.

Views of Responsible Officials and Planned Corrective Action: Management acknowledges that in fiscal year 2022 the lease amendment was inadvertently missed during the implementation of GASB Statement No. 87, *Leases*, and this was corrected during fiscal year 2023. Management conducted a thorough review of all existing lease agreements to verify the completeness and accuracy of all lease arrangements and related amendments as of year-end for accounting purposes.

III – Federal Awards and State Projects Findings and Questioned Costs

None reported.

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Summary of Prior Year Audit Findings

Finding No.	Finding Title	Current Year Status
IC 2022 - 001 and CF 2022 - 001	Reporting	Corrected

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RSM

The City of Coral Springs, Florida

Report to the Honorable Mayor and Members
of the City Commission
June 24, 2024

RSM US LLP

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June 24, 2024

Honorable Mayor and Members of the City Commission
City of Coral Springs, Florida

Attention: Honorable Mayor and Members of the City Commission

We are pleased to present this report related to our audit of the financial statements of the City of Coral Springs, Florida (the City) as of and for the year ended September 30, 2023. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process.

This report is intended solely for the information and use of the Honorable Mayor, members of the City Commission and management, and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City.

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Exhibits

Exhibit A—Significant Written Communications Between Management and Our Firm

- Management letter
- Representation Letters

REQUIRED COMMUNICATIONS

Auditing standards generally accepted in the United States of America (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the basic financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial and related compliance reporting process.

Our Responsibilities With Regard to the Financial Statement and Compliance Audit

Our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States have been described to you in our engagement letter dated October 12, 2023. Our audit of the basic financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication dated December 6, 2023, regarding the planned scope and timing of our audit and identified significant risks.

Accounting Policies and Practices

Preferability of Accounting Policies and Practices
Under accounting principles generally accepted in the United States of America, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.

Adoption of, or Change in, Accounting Policies
Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The following is a description of significant accounting policies or their application that were either initially selected or changed during the year:

As of October 1, 2022, the City adopted the provisions of the following GASB Statements:

- GASB Statement No. 94*, Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*

The adoption of GASB No. 96, *Subscription-Based Information Technology Arrangements (SBITAs),* resulted in a restatement of certain balances, most significant of which were right-to-use SBITA assets and SBITA liabilities, as well as some additional footnote disclosures.

Significant Accounting Policies
We did not identify any significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Unusual Transactions
We did not identify any significant unusual transactions.

Management's Judgments and Accounting Estimates
Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached Summary of Significant Accounting Estimates section.

Audit Adjustments and Uncorrected Misstatements

There were no audit adjustments made to the original trial balance presented to us to begin our audit.

Uncorrected misstatements are summarized in the attached list of uncorrected misstatements. Uncorrected misstatements or matters underlying these uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even if we have concluded that the uncorrected misstatements are immaterial to the financial statements under audit.

Departure From the Auditor's Standard Report

Expected Emphasis-of-Matter Paragraph
As discussed in Note 18 to the financial statements, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA), as of October 1, 2022. In light of this matter, we have included an emphasis of matter paragraph in the auditor's report.

Below is a draft of the paragraph to be included in the auditor's report:

> **Emphasis of Matter**
> As discussed in Note 18 to the financial statements, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA), as of October 1, 2022. As a result, beginning right-of-use SBITA asset and SBITA liability balances were restated. Our opinions are not modified with respect to this matter.

Other Information Included in Annual Reports

Our responsibility for other information included in annual reports is to read the information and consider whether its content or the manner of its presentation is materially inconsistent with the financial information covered by our auditor's report, whether it contains a material misstatement of fact or whether the other information is otherwise misleading. We read the City's introductory and statistical sections which are presented for purses of additional analysis and are not a required part of the basic financial statements. We did not identify material inconsistencies with the audited basic financial statements.

Observations About the Audit Process

Disagreements With Management
We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Consultations With Other Accountants
We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed With Management
No significant issues arising from the audit were discussed or were the subject of correspondence with management.

Significant Difficulties Encountered in Performing the Audit
The City experienced unplanned employee turnover in the financial services department that affected the timing of the audit process and resulted in us incurring additional hours to complete the audits. We did not encounter any other significant difficulties during the audit and there were no difficulties in dealing with management during the audit.

Difficult or Contentious Matters That Required Consultation
The fiscal year 2023 lease receivable, deferred inflow of resources – leases, and revenues balances have been adjusted to address a prior period error identified in the accounting for the City's leases in accordance with the requirements of GASB 87, *Leases*. The adjustment resulted in an increase in the lease receivable, deferred inflow of resources – leases, and revenues balances in the amounts of $5,162,833, $4,994,500, and $168,333, respectively. The adjustment was made to the General Fund and Governmental Activities opinion units for the year ended September 30, 2023.

We did not encounter any other significant and difficult or contentious matters that required consultation outside the engagement team.

Internal Control and Compliance Matters

We have issued, under separate cover, the following reports in connection with our audit, as required by Gover*nment Auditing Standards*, *Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida*:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

- Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards as Required by the Uniform Guidance

- Management Letter in Accordance with Chapter 10.550, *Rules of the Auditor General of the State of Florida (attached as Exhibit A)*

- Independent Accountant's Report on the Examination of the City's Compliance with Section 218.415, Florida Statutes *(attached as Exhibit A)*

Shared Responsibilities for Independence

Independence is a **joint responsibility** and is managed most effectively when management, audit committees (or their equivalents) and audit firms work together in considering compliance with American Institute of Certified Public Accountants (AICPA) and *Government Accountability Office* (GAO) independence rules. For RSM to fulfill its professional responsibility to maintain and monitor independence, management, those charged with governance and RSM each play an important role.

Our Responsibilities
- AICPA and GAO rules require independence both of mind and in appearance when providing audit and other attestation services. RSM is to ensure that the AICPA and GAO's General Requirements for performing non-attest services are adhered to and included in all letters of engagement.
- Maintain a system of quality management over compliance with independence rules and firm policies.

The City's Responsibilities

- Timely inform RSM, before the effective date of transactions or other business changes, of the following:
  - New affiliates, directors or officers.
  - Changes in the organizational structure or the reporting entity impacting affiliates such as partnerships, related entities, investments, joint ventures, component units and jointly governed organizations.
- Provide necessary affiliate information such as new or updated structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to the City and its affiliates, officers, directors or persons in a decision-making capacity, engaging in business relationships with RSM.
- Not entering into arrangements of nonaudit services resulting in RSM being involved in making management decisions on behalf of the City.
- Not entering into relationships resulting in close family members of RSM covered persons, temporarily or permanently acting as an officer, director or person in an accounting, financial reporting or compliance oversight role at the City.

Significant Written Communications Between Management and Our Firm

Copies of significant written communications between our firm and the management of the City, including the representation letters provided to us by management, are attached as Exhibit A.

SIGNIFICANT ACCOUNTING ESTIMATES

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following summarizes the significant accounting estimates reflected in the City's September 30, 2023 basic financial statements.

Significant Accounting Estimates	
Accounting for Self-Insurance Liabilities	
Accounting policy	The City is partially self-insured for general and auto liability, property, workers' compensation and employees' health and dental. The accrued liability for estimated claims represents an estimate of the eventual loss on claims, including claims incurred but not yet reported.
Management's estimation process	The City utilizes the services of an actuary to assist in developing risk reserves for general, auto, property, workers' compensation, employees' health and dental claim liabilities.
Basis for our conclusion on the reasonableness of the estimate	We have audited the underlying data supporting the estimates and reviewed management's methodology, including evaluating the actuarial reports and assumptions used which appears reasonable and consistently applied, and have deemed the resulting estimates to be reasonable.
Accounting for Pension Plans and Related Net Pension Liabilities	
Accounting policy	The net pension liabilities and related pension amounts are actuarially determined in accordance with the parameters established by the Governmental Accounting Standards Board. The difference between total pension liability and plan fiduciary net position at each plans' measurement date and any associated deferred outflows and inflows as of the period ended are recognized in the financial statements.
Management's estimation process	City management and/or the pension plans' management, with input from its actuary, developed the actuarial assumptions based on relevant criteria. City management reviewed and approved the financial statement estimates derived from the pension plans' actuarial reports.
Basis for our conclusion on the reasonableness of the estimate	We have audited the underlying data supporting the estimates and reviewed management's methodology, including evaluating the actuarial reports and assumptions used which appears reasonable and consistently applied, and have deemed the resulting estimates to be reasonable.

Significant Accounting Estimates	
Depreciation of Capital Assets	
Accounting policy	Depreciation on capital assets is provided using the straight-line method. The depreciable life of capital assets is established based on management's estimate of the useful lives of the assets.
Management's estimation process	Depreciation of capital assets is determined using the straight-line method of depreciation over the estimated useful lives of the asset, as assigned by management.
Basis for our conclusion on the reasonableness of the estimate	We have audited the underlying data supporting the estimate and reviewed management's methodology which appears properly and consistently applied and have deemed the resulting estimate to be reasonable.
Allowance for Doubtful Accounts	
Accounting policy	All trade and other receivables are shown net of an allowance for uncollectible amounts to arrive at the net realizable value.
Management's estimation process	Receivables are analyzed for their collectability based on the terms and conditions stated in individual agreements. In addition to receivables specifically identified as uncollectible, a general allowance is calculated based on the City's historical experience.
Basis for our conclusion on the reasonableness of the estimate	We have audited the underlying data supporting the estimate and reviewed management's methodology which appears properly and consistently applied and have deemed the resulting estimate to be reasonable.
Accounting for Other Post-Employment Benefits (OPEB)	
Accounting policy	Total other post-employment benefit (OPEB) liabilities, related deferred OPEB amounts and expenses are actuarially determined in accordance with the parameters established by the GASB.
Management's estimation process	Management with input from its OPEB actuary developed the actuarial assumptions based on relevant criteria. Management reviewed and approved the financial statement estimates derived from the OPEB actuarial report.
Basis for our conclusion on the reasonableness of the estimate	We have audited the underlying data supporting the estimate and reviewed management's methodology which appears properly and consistently applied and have deemed the resulting estimate to be reasonable.

Significant Accounting Estimates	
Accounting for Leases	
Accounting policy	**Lessee** At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The leased asset is initially measured at the amount of the lease liability, and as applicable, less lease payments made on or before the lease commencement date, plus any initial direct costs ancillary to placing the underlying asset into service, less any lease incentives received at or before the lease commencement date. Subsequently, the leased asset is amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset. **Lessor** At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term, reduced by any provision for uncollectible amounts, if applicable. Any initial direct costs required to be paid by the City are expensed in the period incurred. Subsequently, payments received are allocated first to any accrued interest receivable and then to the lease receivable. The deferred inflow of leased revenue is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date that relate to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term, if applicable. Subsequently, the deferred inflow of resources is recognized on a straight-line basis as revenue over the life of the lease term.
Management's estimation process	Management determines if any new leases meet the definition of a lease under GASB 87, *Leases*. If it meets the definition, the lease terms (commencement date, term period, payments, option periods, termination provisions and discount rate) are evaluated and used to record the transaction in accordance with GASB 87, *Leases*. If the lease does not contain an explicit rate, the appropriate incremental borrowing rate that matches the lease term will be used.
Basis for our conclusion on the reasonableness of the estimate	We performed substantive test of details around the implementation of GASB 87, *Leases*, including a detail review of the right-to-use leased assets, lease payables, lease receivables, lease revenue and the related deferred inflows. Additionally, we reviewed the reasonableness of the incremental borrowing rate applied to various leases and concluded that the resulting estimates are reasonable.
Investment Valuation	
Accounting policy	Investments are reported at fair value.
Management's estimation process	The City engages an external investment consultant to perform a valuation assessment of their investments which is reviewed by management on a periodic basis and at year end.

Significant Accounting Estimates	
Basis for our conclusion on the reasonableness of the estimate	We tested the values of a sample of investment securities and concluded that the values as reported are reasonable.
Subscription-Based Information Technology Arrangements (SBITAs) Right-to-Use Assets and Liabilities	
Accounting policy	At the commencement of a lease, the City initially measures the SBITA liability at the present value of payments expected to be made during the SBITA term. Subsequently, the SBITA liability is reduced by the principal portion of SBITA payments made. The related asset is initially measured at the amount of the SBITA liability, and as applicable, less SBITA payments made on or before the SBITA commencement date, plus any initial direct costs ancillary to placing the underlying asset into service, less any incentives received at or before the SBITA commencement date. SBITAs are recorded at net present value using an identified incremental borrowing rate (IBR).
Management's estimation process	Management determines if any agreements meet the definition of a SBITA in accordance with the requirements GASB 96, *SBITAs*. If it meets the definition, the contract terms are evaluated and used to record the transaction in accordance with GASB 96, *SBITAs*. If the contract does not contain an explicit rate, the appropriate incremental borrowing rate that matches the SBITA term will be used.
Basis for our conclusion on the reasonableness of the estimate	We performed substantive test of details around the implementation of GASB 96, *SBITAs*, including a detail review of the right-to-use SBITA assets and SBITA liabilities. Additionally, we reviewed the reasonableness of the incremental borrowing rate applied and concluded that the resulting estimates are reasonable.

UNCORRECTED MISSTATEMENTS

Governmental Activities	Effect—Debit (Credit)				
Description	**Assets**	**Liabilities**	**Net Position**	**Revenue**	**Expense**
Opening net position misstatement to adjust lease balances	$ -	$ -	$ (168,333)	$ 168,333	$ -
Total effect	-	-	168,333	$ 168,333	$ -
Cumulative effect on net position	$ -	$ -	$ -		

General Fund	Effect—Debit (Credit)				
Description	**Assets**	**Liabilities**	**Fund Balance**	**Revenue**	**Expenditures**
Opening fund balance misstatements to adjust lease balances	$ -	$ -	$ (168,333)	$ 168,333	$ -
Total effect	-	-	168,333	$ 168,333	$ -
Cumulative effect on fund balance	$ -	$ -	$ -		

The fiscal year 2023 lease receivable, deferred inflow of resources – leases, and revenues balances have been adjusted to address a prior period error identified in the accounting for the City's leases in accordance with the requirements of GASB 87, Leases. The adjustment resulted in an increase in the lease receivable, deferred inflow of resources – leases, and revenues balances in the amounts of $5,162,833, $4,994,500, and $168,333, respectively. The adjustment was made to the General Fund and Governmental Activities opinion units for the year ended September 30, 2023.

EXHIBIT A

Significant Written Communications Between Management and Our Firm

City of Coral Springs, Florida

Management Letter Required By
Chapter 10.550 of the Rules of the
Auditor General of the State of Florida

Fiscal Year Ended September 30, 2023

RSM

RSM US LLP

Management Letter Required By Chapter 10.550 of the *Rules of the Auditor General* of the State of Florida

Honorable Mayor and Members of the City Commission
City of Coral Springs, Florida

Report on the Financial Statements
We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Coral Springs, Florida (the City), as of and for the year ended September 30, 2023, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 24, 2024.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for the Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated June 24, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. This is addressed in *Appendix A – Schedule of Prior Year Findings and Recommendations to Improve Financial Management*.

Official Title and Legal Authority
Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 of the City's financial statements.

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Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), *Florida Statutes*, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), *Florida Statutes*.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units
Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality or special district in accordance with Section 218.39(3)(b), *Florida Statutes*. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), *Florida Statutes.*

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

As required by Section 218.39(3)(c), *Florida Statutes*, and Section 10.554(1)(i)6, Rules of the Auditor General, the Coral Springs Community Redevelopment Agency (the CRA) reported:

- There were no CRA employees compensated in the last pay period of the CRA's fiscal year.
- The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CRA's fiscal year was two.
- All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency was $0.
- All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency was approximately $225,000.
- The parking garage improvement project in the amount of $98,785 is the only construction project approved by the CRA with a total cost of at least $65,000 that is scheduled to begin on or after October 1 of the fiscal year being reported.
- A budget variance report based on the budget adopted under Section 189.016(4), *Florida Statutes*, and the amended budget under Section 189.016(6), *Florida Statutes*. This information is disclosed as required supplementary information in the CRA's September 30, 2023 financial statements.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such matters.

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor and Members of the City Commission and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

RSM US LLP

Fort Lauderdale, Florida
June 24, 2024

City of Coral Springs, Florida

Appendix A – Schedule of Prior Year Findings and Recommendations to Improve Financial Management

The status of the prior year findings is disclosed below:

ML 2022-01 – User Access Reviews

- Current Year Status: Corrected

ML 2022-02 – User Access Authorization

- Current Year Status: Corrected

RSM US LLP

Independent Accountant's Report
on the Examination of the City's Compliance
with Section 218.415, *Florida Statutes, Local Government Investment*

Honorable Mayor and Members of the City Commission
City of Coral Springs, Florida

We have examined the City of Coral Springs, Florida's (the City) compliance with Section 218.415, *Florida Statutes, Local Government Investment Policies* (the specified requirements) during the period October 1, 2022 to September 30, 2023. Management of the City is responsible for compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with the specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the specified requirements of Section 218.415, *Florida Statutes, Local Government Investment Policies* during the period October 1, 2022 to September 30, 2023.

This report is intended solely for the information and use of the Florida Auditor General, the Honorable Mayor, Members of the City Commission and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

RSM US LLP

Fort Lauderdale, Florida
June 24, 2024

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CORAL SPRINGS
EVERYTHING UNDER THE SUN

June 24, 2024

RSM US LLP
201 E Las Olas Blvd, Suite 2500
Fort Lauderdale, FL 33301

This representation letter is provided in connection with your audits of the basic financial statements of the City of Coral Springs, Florida (the City), as of and for the ended September 30, 2023 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, that as of the date of this letter:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 12, 2023, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.

2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.

4. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.

5. The methods, assumptions and data used to estimate the following balances result in an estimate that is appropriate for financial statement measurement and disclosure purposes, and have been consistently selected and applied in making the estimates:

    - The methods, assumptions and data used to account for other post-employment benefits result in an estimate that is appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimate. Management with input from its OPEB actuary developed the actuarial assumptions based on relevant criteria. Management reviewed and approved the financial statement estimates derived from the OPEB actuarial report. Significant judgments made in making the estimate have considered all relevant information of which we are aware. The assumptions properly reflect our intent and ability to carry out the specific courses of actions previously communicated to you on behalf of the City.

    - The methods, assumptions and data used to account for pension plans and related net pension liabilities result in an estimate that is appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimate. City management and/or the pension plans' management, with input from its actuary, developed the actuarial assumptions based on relevant criteria. City management reviewed and approved the financial statement estimates derived from the pension plans' actuarial reports. Significant judgments made in making the estimate have considered all relevant information of which we are aware. The assumptions properly reflect our intent and ability to carry out the specific courses of actions previously communicated to you on behalf of the City.

- The methods, assumptions and data used to estimate the valuation of right-to-use lease & subscription-based information technology arrangements (SBITA) assets, lease & SIBITA liabilities, lease receivables, deferred inflows of resources on leases and disclosures result in estimates that are appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimates. If not directly stated by the lessor, the City will evaluate the appropriate discount rate based upon the term of the lease and typical cost of borrowing for the City for that period. Significant judgments made in making the estimates have taken into account all relevant information of which we are aware. The assumptions properly reflect our intent and ability to carry out the specific courses of actions previously communicated to you on behalf of the City.

- The methods, assumptions and data used to estimate the self-insurance liabilities result in an estimate that is appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimate. The City utilizes the services of an actuary to assist in developing risk reserves for general, auto, property, workers' compensation, employees' health, and dental claims liabilities. Significant judgments made in making the estimate have taken into account all relevant information of which we are aware. The assumptions properly reflect our intent and ability to carry out the specific courses of actions previously communicated to you on behalf of the City.

All disclosures related to the estimates, including disclosures describing estimation uncertainty, are complete and reasonable in the context of U.S. GAAP. No subsequent events have occurred that would require adjustment to the estimate and related disclosures included in the financial statements.

6. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Types of related party transactions engaged in by the City include:

   a. Those with the primary government having accountability for the City.

   b. Those with component units for which the City is accountable.

   c. Interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements and guarantees.

7. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.

8. The City followed either its established accounting policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or followed paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes.

9. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.

10. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.

11. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

12. Management has followed applicable laws and regulations in adopting, approving and amending budgets.

13. Risk disclosures associated with deposit and investment securities and derivative transactions are presented in accordance with GASB requirements.

14. Provisions for uncollectible receivables have been properly identified and recorded.

15. Capital assets, including infrastructure, intangible assets, and right of use assets are properly capitalized, reported and, if applicable, depreciated.

16. The government properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in the debt agreements related to significant default or termination events with finance-related consequences and significant subjective acceleration clauses in accordance with GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*.

17. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

18. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.

19. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

20. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

21. The City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available are appropriately disclosed and net position is properly recognized under the policy.

22. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders, that is not disclosed in the financial statements.

23. We have complied with all aspects of laws, regulations and provisions of contracts and agreements that would have a material effect on the financial statements in the event of noncompliance.

24. We believe the implementation of the GASB Statements listed below are appropriate:

    a. GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITAs)*
    b. GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

    The impact of the adoption of GASB 96, *SBITAs* resulted in a restatement of the October 1, 2022 financial statement balances for right to use SBITA assets and SBITA liabilities, as disclosed in Note 18 to the financial statements.

    We also reviewed the recognition and disclosure for GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* (PPP's and APA's) and concluded the implementation did not have a material impact on the basic financial statements.

25. We have informed you of all uncorrected misstatements. As of and for the year ended September 30, 2023, we believe that the effects of the uncorrected misstatements aggregated by you and summarized below are quantitatively and qualitatively immaterial, both individually and in the aggregate, to the opinion units of the basic financial statements. For purposes of this representation, we consider items to be material, regardless of their size, if they involve the misstatement or omission of accounting information that, in light of surrounding circumstances, makes it probable that

the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Governmental Activities	Effect—Debit (Credit)				
Description	Assets	Liabilities	Net Position	Revenue	Expense
Opening net position misstatement to adjust lease balances	$ -	$ -	$ (168,333)	$ 168,333	$ -
Total effect	-	-	168,333	$ 168,333	$ -
Cumulative effect on net position	$ -	$ -	$ -		

General Fund	Effect—Debit (Credit)				
Description	Assets	Liabilities	Fund Balance	Revenue	Expenditures
Opening fund balance misstatements to adjust lease balances	$ -	$ -	$ (168,333)	$ 168,333	$ -
Total effect	-	-	168,333	$ 168,333	$ -
Cumulative effect on fund balance	$ -	$ -	$ -		

The fiscal year 2023 lease receivable, deferred inflow of resources – leases, and revenues balances have been adjusted to address a prior period error identified in the accounting for the City's leases in accordance with the requirements of GASB 87, *Leases*. The adjustment resulted in an increase in the lease receivable, deferred inflow of resources – leases, and revenues balances in the amounts of $5,162,833, $4,994,500 and $168,333, respectively. The adjustment was made to the General Fund and Governmental Activities opinion units for the year ended September 30, 2023.

We do not believe it is necessary to recall, restate and reissue the September 30, 2022 financial statements and do not believe it is necessary to restate the October 1, 2022 fund balance and net position. In connection therewith, we represent that there are no other matters known to management that require a correction to the financial statements and we were not aware of the error when those financial statements were issued. We are not aware of any major transactions entered into in reliance on the prior fiscal year 2022 financial statements. The error does not cause or cure a loan covenant violation. The impact of the misstatement does not impact other contracts such as buy/sell agreements, lease agreements, franchise agreements, etc. All users of those financial statements will receive a copy of the current year's financial statements and independent auditor's report.

26. We have requested an unsecured electronic copy of the auditor's report and basic financial statements and agree that the auditor's report and basic financial statements will not be modified in any manner.

27. We requested that you perform the following nonaudit services in connection with your audit:

    a. Draft the financial statements; and

    b. Assistance with the implementation of GASB 96, SBITA

With respect to these services:

a. We have made all management decisions and performed all management functions;

b. We assigned an appropriate individual to oversee the services;

c. We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;

d. We have accepted responsibility for the results of the services; and

e. We have accepted responsibility for all significant judgments and decisions that were made.

Information Provided

28. We have provided you with:

    a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters.

    b. Additional information that you have requested from us for the purpose of the audits.

    c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.

    d. Minutes of the meetings of the governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

29. All transactions have been recorded in the accounting records and are reflected in the basic financial statements.

30. We have disclosed to you the results of our assessment of risk that the basic financial statements may be materially misstated as a result of fraud.

31. It is our responsibility to establish and maintain internal control over financial reporting. One of the components of an entity's system of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.

32. We have no knowledge of allegations of fraud or suspected fraud affecting the City's basic financial statements involving:

    a. Management.

    b. Employees who have significant roles in internal control.

    c. Others where the fraud could have a material effect on the basic financial statements.

33. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's basic financial statements received in communications from employees, former employees, analysts, regulators, or others.

34. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.

35. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.

36. We have disclosed to you the identity of all of the City's related parties and all the related-party relationships and transactions of which we are aware.

37. We have informed you of all deficiencies in internal control over financial reporting, including significant deficiencies or material weaknesses, in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize and report financial data.

38. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

39. It is our responsibility to inform you of all current and potential affiliates of the City as defined by the "State and Local Government Client Affiliates" interpretation (ET sec. 1.224.020). Financial interests in, and other relationships with, affiliates of the City may create threats to independence. We have:

    a. Provided you with all information we are aware of with respect to current and potential affiliates, including degree of influence assessments and materiality assessments.

    b. Notified you of all changes to relevant considerations that may impact our determination of the existence of current or potential affiliates involving (i) changes in the determination of the materiality of an entity to the City's financial statements as a whole, (ii) the level of influence the City has over an entity's financial reporting process or (iii) the level of control or influence the City or a potential or current affiliate has over an investee that is not trivial or clearly inconsequential, sufficiently in advance of their effective dates to enable the City and RSM US LLP to identify and eliminate potential impermissible services and relationships between RSM US LLP or its associated entities and those potential affiliates, prior to the effective dates.

    c. Made you aware, to the best of our knowledge and belief, of any nonaudit services that the City or any of our affiliates has engaged RSM US LLP or any of its associated entities [Q] to perform.

40. We agree with the findings of the specialists in evaluating our estimated liabilities for self-insurance, other post-employment benefit obligations (OPEB) and the net pension liabilities (NPL) and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give instructions, or cause any instructions to be given, to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.

41. We believe that the actuarial assumptions and methods used by the actuary for funding purposes and for determining accumulated Plan benefits are appropriate in the circumstances. We did not give instructions, or cause any instructions to be given, to the actuary with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the plan's actuary.

42. During the course of your audits, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Supplementary Information

43. With respect to supplementary information presented in relation to the basic financial statements as a whole:

    a. We acknowledge our responsibility for the presentation of such information.

b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP requirements.

c. The methods of measurement or presentation have not changed from those used in the prior period.

d. The following are underlying significant assumptions or interpretations regarding the measurement or presentation of such information:

e. When supplementary information is not presented with the audited basic financial statements, we will make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

44. With respect to the management's discussion and analysis, budgetary comparison information and pension and other post-employment benefits (OPEB) related information presented as required by the Governmental Accounting Standards Board (GASB) to supplement the basic financial statements:

    a. We acknowledge our responsibility for the presentation of such required supplementary information.

    b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.

    c. The methods of measurement or presentation have not changed from those used in the prior period.

Compliance Considerations

In connection with your audit conducted in accordance with *Government Auditing Standards*, we confirm that management:

45. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.

46. Is responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to the auditee.

47. Is not aware of any instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements.

48. Is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

49. Acknowledges its responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.

50. Has a process to track the status of audit findings and recommendations.

51. Has identified for the auditor previous audits, attestation engagements and other studies related to the objectives of the audit and whether related recommendations have been implemented.

52. Is not aware of any investigations or legal proceedings that have been initiated with respect to the period under audit.

53. Has provided views on the auditor's reported findings, conclusions and recommendations, as well as management's planned corrective actions, for the report.

In connection with your audit of federal awards conducted in accordance with Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) [and [Name of Applicable State Guidance, we confirm:

54. Management is responsible for complying, and has complied, with the requirements of Uniform Guidance.

55. Management is responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to its federal program.

56. Management is responsible for the design, implementation, and maintenance, and has designed, implemented and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that the auditee is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on its federal programs.

57. Management is responsible for the preparation of the schedule of expenditures of federal awards and schedule of state financial assistance (the schedules), acknowledges and understands its responsibility for the presentation of the schedules in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida; believes the schedules, including its form and content, is fairly presented in accordance with the Uniform Guidance and Chapter 10.550; asserts that methods of measurement or presentation have not changed from those used in the prior period, or if the methods of measurement or presentation have changed, the reasons for such changes have been communicated; and is responsible for any significant assumptions or interpretations underlying the measurement or presentation of the schedules.

58. Management will make the audited financial statements readily available to the intended users of the schedules no later than the issuance date by the entity of the schedules and the auditor's report thereon.

59. Management has identified and disclosed all of its government programs and related activities subject to the Uniform Guidance compliance audit.

60. Management has identified and disclosed to the auditor the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on the major program.

61. Management has made available all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.

62. Management has identified and disclosed to the auditor all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards or stated that there was no such noncompliance.

63. Management believes that the auditee has complied with the direct and material compliance requirements.

64. Management has made available all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

65. Management has provided to the auditor its interpretations of any compliance requirements that are subject to varying interpretations.

66. Management is aware of no communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.

67. There are no findings and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

68. Management has provided the auditor with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

69. There are no subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

70. Management has disclosed all known noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report or stated that there were no such known instances.

71. Management has disclosed whether any changes in internal control over compliance or other factors that might significantly affect the entity's system of internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.

72. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.

73. The copies of federal program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to the federal agency or pass-through entity, as applicable.

74. Management has charged costs to federal awards in accordance with applicable cost principles.

75. Management is responsible for, and has accurately prepared, the summary schedule of prior audit findings to include all findings required to be included by Uniform Guidance.

76. The reporting package does not contain protected personally identifiable information.

77. Management has accurately completed the appropriate sections of the data collection form.

78. Management has disclosed to the auditor all communications from service organizations relating to noncompliance at those organizations.

City of Coral Springs, Florida

Frank Babinec
City Manager

Kim Moskowitz, CPA
Director of Financial Services

Melisa Guerin
Assistant Director of Financial Services

CORAL SPRINGS
EVERYTHING UNDER THE SUN

June 24, 2024

RSM US LLP
201 E Las Olas Blvd, Suite 2500
Fort Lauderdale, FL 33301

In connection with your examination of the City of Coral Springs, Florida's (the City) compliance with Section 218.415, *Florida Statutes, Local Government Investment Policies* (the Specified Requirements) during the period from October 1, 2022 to September 30, 2023, in accordance with attestation standards established by the American Institute of Certified Public Accountants, we confirm, to the best of our knowledge and belief, the following representations made to you during the course of your engagement:

1. We assert that, during the period from October 1, 2022 to September 30, 2023, the City was in compliance with the Specified Requirements.

2. All relevant matters are reflected in the measurement or evaluation of the compliance with the Specified Requirements.

3. There are no known matters contradicting the compliance with the Specified Requirements or our assertion nor any communication from regulatory agencies affecting compliance with the Specified Requirements or our assertion.

4. We are responsible for the City's compliance with the requirements of the Statute, for our assertion and for establishing and maintaining effective internal control over the City's compliance with the requirements of the Statute.

5. We understand that we are responsible for the selection of the criteria against which compliance with the requirements of the Statue is being evaluated. The criteria are contained in Section 218.415, *Florida Statutes, Local Government Investment Policies.*

6. We understand that we are responsible for determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of your engagement.

7. We have performed an evaluation of the City's compliance with the Specified Requirements. Based on our evaluation, the City has complied with the Specified Requirements during the period from October 1, 2022 through September 30, 2023, based on the abovementioned criteria.

8. No events or transactions have occurred subsequent to September 30, 2023 that would have a material effect on the City's compliance with the requirements of the Specified Requirements.

9. We have made available to you all documentation related to the City's compliance with the Specified Requirements as agreed upon in the terms of the engagement.

10. We have responded fully to all inquiries made to us by you during your engagement.

11. There have been no deficiencies in internal control relevant to your engagement of which we are aware.

12. There has been no knowledge of fraud or suspected fraud affecting the City involving:

    a. Management.

    b. Employees who have significant roles in internal control.

    c. Others where fraud could have a material effect on the City's compliance with the requirements of the Statute.

13. We acknowledge our responsibility for the design and implementation of programs and controls to provide reasonable assurance that fraud is prevented and detected.

14. We have no knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, or others.

15. There has been no known noncompliance with the Specified Requirements during the period from October 1, 2022 through September 30, 2023 or through the date of this letter.

16. There are no known communications from regulatory agencies, internal auditors or other practitioners concerning the City's possible noncompliance with the Specified Requirements received by us during the period from October 1, 2022 through September 30, 2023 or through the date of this letter.

17. During the course of your engagement, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

18. We have requested an unsecured electronic copy of the examination report and agree that the final examination report will not be modified in any manner.

City of Coral Springs, Florida

Frank Babinec
City Manager

Kim Moskowitz, CPA
Director of Financial Services

Melisa Guerin
Assistant Director of Financial Services

Summary Sheet

Agenda Item: 7.

Meeting Date: June 26, 2024

Subject: Ordinance 2024-114, First Reading, Amending FY 2024 Operating Budget (Ileana Petrone)

Requested Action:

Request to hold public hearing and approve first reading of Ordinance 2024-114, which amends Ordinance 2023-117, finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, by amending Exhibit “A”, the Annual Operating Budget, to increase the General Fund amount by Ten Million, Five Hundred Forty-Six Thousand, Five Hundred and Thirty dollars ($10,546,530) for a total amount of $180,504,512 and Exhibit “B”, the Capital Improvement Program to increase Ten Million, Five Hundred Forty-Six Thousand, Five Hundred and Thirty dollars ($10,546,530) for a total amount of $36,507,050; and to set a second reading for August 7, 2024.

Funding Source: Not Applicable
Strategic Goal: An Innovative, High-Performing and Sustainable Organization
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

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

Background / Description: On September 20, 2023, the City Commission approved the Annual Operating Budget for Fiscal Year 2024 including $169,957,982 for the General Fund and $25,960,520 for the Capital Improvement Program.

Audited fund balance for FY2023 includes $10,546,530 capital projects. Rather than wait until necessary funds are budgeted in FY2025, staff recommends an amendment to appropriate funds in FY2024 to fund the following capital projects:

Facilities Repair & Replacement	$3,250,000
Police Radios	$3,465,000
EMS Radios	$ 144,050
Kiwanis Parks Construction	$1,051,291
Everglades SunTrail Grant Match	$ 850,000
Recurring Capital Catch-up	$1,786,189

Presenting: Ileana Petrone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: June 26, 2024
Department: Budget & Sustainability
Initiated By: Ileana Petrone

DOC ID:

SUBJECT: First Reading of Ordinance 2024-114: Amending FY 2024 Operating Budget

PLACEMENT: Public Hearings

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to hold public hearing and approve first reading of Ordinance 2024-114, which amends Ordinance 2023-117, finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2023-2024, by amending Exhibit "A", the Annual Operating Budget, to increase the General Fund amount by Ten Million, Five Hundred Forty Six Thousand, Five Hundred and Thirty dollars ($10,546,530) for a total amount of $180,504,512 and Exhibit "B", the Capital Improvement Program to increase Ten Million, Five Hundred Forty Six Thousand, Five Hundred and Thirty dollars ($10,546,530) for a total amount of $36,507,050 and to set a second reading for August 7, 2024. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

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

BACKGROUND / DESCRIPTION:

On September 20, 2023, the City Commission approved the Annual Operating Budget for Fiscal Year 2024 including $169,957,982 for the General Fund and $25,960,520 for the Capital Improvement Program.

Audited fund balance for FY2023 includes $10,546,530 capital projects. Rather than wait until necessary funds are budgeted in FY2025, staff recommends an amendment to appropriate funds in FY2024 to fund the following capital projects:

Facilities Repair & Replacement	$3,250,000
Police Radios	$3,465,000
EMS Radios	$ 144,050
Kiwanis Parks Construction	$1,051,291
Everglades SunTrail Grant Match	$ 850,000
Recurring Capital Catch-up	$1,786,189

ORDINANCE NO. 2023-117

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

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

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

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

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

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ✓
Motion 2nd

			Yes	No
—	—	MAYOR BROOK	—	—
—	✓	VICE MAYOR CERRA	—	—
—	—	COMMISSIONER CARTER	—	—
✓	—	COMMISSIONER METAYER BOWEN	—	—
—	—	COMMISSIONER SIMMONS	—	—

EXHIBIT "A"
Annual Operating Budget

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

EXHIBIT "B"
Capital Improvement Program

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

ORDINANCE NO. 2024-114

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

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

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

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

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

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

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

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

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

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

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

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

_____

SCOTT BROOK, MAYOR

ATTEST:

_____

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ___
Motion /2nd

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

EXHIBIT "A"
Annual Operating Budget

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

EXHIBIT "B"
Capital Improvement Program

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

City of Coral Springs
Business Impact Estimate Form

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

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

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

Section A

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

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

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

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

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

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

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

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

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

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

Prepared by: Ileana K. Petrone, Director of Budget
Print name and title

Ileana K. Petrone
Ileana K. Petrone
Digitally signed by Ileana K. Petrone
Date: 2024.06.05 15:05:45 -04'00'
Signature and Date

Summary Sheet

Agenda Item: 8.

Meeting Date: June 26, 2024

Subject: Ordinance 2024-113, First Reading, To Further Restrict Smoking in City Parks (Chris Bator)

Requested Action: Request to hold public hearing and approve first reading of Ordinance 2024-113, amending Section 11-29 of the Code of the City of Coral Springs in order to further restrict smoking in city parks; providing for severability; providing for codification; providing for an effective date; and to set second reading to August 7, 2024.
Funding Source: Not Applicable.
Strategic Goal: An Active, Healthy Community
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING).

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Ordinance 2024-113
Business Impact Estimate

Background / Description: Florida Statutes, Chapter 386 "Florida Clean Air Act", provides municipalities with the discretion to prohibit smoking within the boundaries of all city parks. Section 11-29 of the Code of the City of Coral Spring was enacted on December 19, 2000 and most recently amended on September 13, 2021 to provide for civil infraction penalties in accordance with section 1-8.1

The City seeks to further restrict smoking within public parks to protect the public from the health hazards of secondhand tobacco use in alignment with the Florida Clean Air Act. This additional restriction supports the City's mission to encourage healthy lifestyles and to promote safe places for the City's residents to enjoy.

Presenting: Chris Bator

ORDINANCE NO. 2024-113

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING SECTION 11-29 OF THE CODE OF THE CITY OF CORAL SPRINGS IN ORDER TO FURTHER RESTRICT SMOKING IN CITY PARKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, tobacco smoke contains over 7,000 chemicals, including hundreds that are toxic and up to 69 that are known to cause cancer; and

WHEREAS, more than 480,000 deaths annually in the United States are caused by cigarette smoking, with exposure to secondhand smoke causing an estimated 41,000 deaths each year; and

WHEREAS, exposure to secondhand smoke from tobacco and vapor can cause numerous health problems and has been casually linked to cancer and other fatal diseases; and

WHEREAS, studies suggest that secondhand smoke in crowded outdoor areas can cause concentrations of air contaminants comparable to those caused by indoor smoking; and

WHEREAS, Chapter 386 of the Florida Statutes, entitled the "Florida Clean Air Act", is designed to protect the public from the health hazards of secondhand tobacco smoke and vapor; and

WHEREAS, Section 386.209 of the Florida Statutes grants municipalities the right to further restrict smoking within the boundaries of public parks owned by the municipality; and

WHEREAS, the City Commission finds that amending the Code of Ordinances to align with Florida Statutes promotes the health, safety, and welfare of the community and is in the best interests of the citizens of the City of Coral Springs,

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

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

SECTION 2. Section 11-29 of the Code of Ordinances of the City of Coral Springs is hereby amended to read as follows:

Sec. 11-29. ~~Smoking is prohibited in outdoor areas in city parks.~~ Smoking prohibited within the boundaries of city parks.

(a) It shall be unlawful for any person to smoke ~~on playing fields and playgrounds, bleacher areas, dugouts, around team seating areas, concession areas and restrooms,~~ within the boundaries of any city park owned and operated by the City of Coral Springs. This prohibition shall not apply to unfiltered cigars.

(b) A code enforcement or law enforcement officer may issue a citation to any person in violation of the provisions of this section.

(c) Penalty. Any person issued a citation pursuant to this section shall be deemed to be charged with a civil infraction. A fine as provided for in section 1-8.1 shall be assessed for each violation of this section.

(d) ~~This section shall not apply to any person smoking within a motor vehicle that is within a city park, whether or not located in a parking lot.~~ Notwithstanding subsection (a), the Director of Parks and Recreation may in their sole discretion designate smoking areas in the following parks: Mullins Park, Cypress Park, North Community Park, Betty Stradling Park, and Sportsplex.

SECTION 3. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Coral Springs; and that the sections of this ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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

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

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

_____
SCOTT BROOK, MAYOR

ATTEST:

_____
GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ___
Motion /2nd

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

City of Coral Springs
Business Impact Estimate Form

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

Title and File ID # of proposed ordinance:
ORDINANCE 2024-113 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING SECTION 11-29 OF THE CODE OF THE CITY OF CORAL SPRINGS IN ORDER TO FURTHER RESTRICT SMOKING IN CITY PARKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Section A

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

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

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

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

   Further restricting smoking within public parks will protect the public from health hazards of second hand tobacco use in alignment with the "Florida Clean Air Act" (Chapter 386, F.S.)

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

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

No Cost Anticipated

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

No Charges Anticipated

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

No Cost Anticipated

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

None identified

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

Modification: Section 11-29 of the Code of Ordinances of the City of Coral Springs

Dale Pazdra, Deputy City Manager

Print name and title

/s/ Dale Pazdra 6/12/2024

Signature and Date

Summary Sheet

Agenda Item: 9.

Meeting Date: June 26, 2024

Subject: Resolution 2024-023, Community Development Block Grant (CDBG) FY 2024/2025 Annual Action Plan (Neirah Sankar)

Requested Action: Request to hold a public hearing for public review and comments regarding the Community Development Block Grant (CDBG) FY 2024/2025 Annual Action Plan, adopt Resolution 2024-023 approving the Annual Action Plan, and authorize staff to transmit the Plan with supporting Resolution 2024-023 to the U.S. Department of Housing and Urban Development (HUD) for approval.
Funding Source: Receiving Grant to Expend.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO HOLD PUBLIC HEARING, ADOPT AND AUTHORIZE)

Funding Source: Receiving Grant to Expend

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Resolution 2024-023
#2 - FY 2024-2025 Annual Action Plan

Presenting: Neirah Sankar

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: June 26, 2024
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 2171

SUBJECT: CDBG FY 2024/2025 Annual Action Plan

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold a public hearing for public review and comments regarding the Community Development Block Grant (CDBG) FY 2024/2025 Annual Action Plan, adopt Resolution 2024-023 approving the Annual Action Plan, and authorize staff to transmit the Plan with supporting Resolution to the U.S. Department of Housing and Urban Development (HUD) for approval. Funding: Receiving Grant to Expend. Strategic Goal: A Family-Friendly Community. (REQUEST TO HOLD PUBLIC HEARING, ADOPT AND AUTHORIZE)

PRIOR ACTION:

June 10, 2024	Planning and Zoning Board voted unanimously (3-0, Schwartz absent) to forward a favorable recommendation of the FY 2024/2025 Annual Action Plan.
August 2, 2023	Commission approved the 2023/2024 Annual Action Plan.
July 20, 2022	Commission approved the 2022/2023 Annual Action Plan.
July 21, 2021	Commission approved the 2021/2022 Annual Action Plan.
July 15, 2020	Commission approved the 2020/2025 Consolidated Plan.

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

1. **HOLD A PUBLIC HEARING TO SOLICIT INPUT FOR THE PROPOSED FY 2024/2025 ANNUAL ACTION PLAN;**
2. **ADOPT RESOLUTION 2024-023 APPROVING THE FY 2024/2025 ANNUAL ACTION PLAN; AND**
3. **AUTHORIZE STAFF TO TRANSMIT THE APPROVED FY 2024/2025 ANNUAL ACTION PLAN WITH SUPPORTING RESOLUTION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

ATTACHMENTS:

#1 - Resolution 2024-023
#2 - FY 2024/2025 Annual Action Plan

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: June 26, 2024

Subject: CDBG FY 2024/2025 Annual Action Plan

PUBLIC HEARING: REQUEST OF THE COMMUNITY DEVELOPMENT DIVISION FOR PUBLIC REVIEW AND COMMENTS REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2024/2025 ANNUAL ACTION PLAN.

BACKGROUND:

The City of Coral Springs has participated in the U.S. Department of Housing and Urban Development (HUD) entitlement allocation formula as a recipient of federal funds since 2000. In Fiscal Year 2024-2025, the City of Coral Springs will receive $779,528 in Community Development Block Grant (CDBG) funds. In July 2020, the City Commission approved a Five-Year Consolidated Strategic Plan that assessed local housing and community development needs and resources, and socio-economic impediments toward building viable neighborhoods. This year's Action Plan must meet the goals and objectives identified in the Consolidated Plan.

The Federal Requirements for the HUD CDBG grant programs set fourth three basic goals, which are closely related to the major commitments and priorities of HUD. Each of these goals must primarily benefit very low-, low- and moderate-income persons within the context described below:

1. To provide a suitable living environment
2. To provide decent housing
3. To expand economic opportunities

ANALYSIS:

As a part of the development of the Annual Action Plan, the City's Public Works, Parks and Recreation, Budget and Strategy, Finance, and Development Services Departments reviewed proposed projects within the CDBG Target Area to determine eligible projects for the upcoming fiscal year and assess progress of current program projects. Staff looked to reduce the City's General Fund and Capital Improvement expenditures by utilizing CDBG funding on eligible projects. The City published notice of the Annual Action Plan in the Sun Sentinel on May 26, 2024 (30-days prior to the public hearing) to comply with HUD requirements.

ANNUAL ACTION PLAN - CDBG PROJECTS:

The following is a summary of the eligible projects that will take place during the program year to address the priority needs and specific objectives identified in the Consolidated Plan. Capital improvement project costs are estimated by calculating current construction expenditures and on-going projects to determine a projected budget.

HOME REPAIR - $202,552.30
This project will provide home repair assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare.

YOUTH SCHOLARSHIP PROGRAM - $50,000.00
Funds are used to provide scholarships to low- to moderate-income youth within the City of Coral Springs for Recreational Programs, including: high touch tech science, baseball, dance, gymnastics, cheerleading, soccer, basketball, tennis, mad science and sticky fingers.

SENIOR RECREATION AND FUNCTIONAL TRAINING - $28,281.30
Funds are used to provide free classes to seniors who live in Coral Springs, including circuit training and functional training. Classes are held at the Sartory Senior Center at Mullins Park and the Aquatic Complex.

SENIOR RECREATION AND THERAPEUTIC PROGRAM - $40,000.00
Funds are used to provide free classes to seniors who live in Coral Springs, including arts and crafts, dancercise, line dancing, tai chi and yoga. Classes are held at the Sartory Senior Center at Mullins Park.

PRIDE PROMOTERS PARK - $225,000.00
Funds will be used to relocate and replace the playground, which will enhance safety, roadway visibility and meet ADA guidelines. Remove the old existing concrete basketball court with asphalt and adjustable net for ADA compliant access.

NW 88th AVENUE - $85,000.00
Remove existing asphalt sidewalk along east side of NW 88th Avenue between NW 40th Street and NW 43rd Street and replace with a concrete sidewalk to meet current ADA standards.

PLANNING AND ADMINISTRATION - $157,708.40
The funds are allocated to the cost associated with administering the Community Development Block Grant (CDBG) program and preparation of the Plans.

The City Attorney's Office has reviewed the Annual Action Plan and approved to form.

SUMMARY:

Staff recommends approval of the Annual Action Plan. City staff reviewed each project for eligibility within the Action Plan and recommend the proposed projects for FY 2024/2025 CDBG funding.

INTERVENING ACTION FROM THE JUNE 10, 2024 PLANNING & ZONING BOARD MEETING:

On June 10, 2024, the Planning and Zoning Board held a public hearing and voted unanimously (3-0) to forward a favorable recommendation of the FY 2024/2025 Annual Action Plan to the City Commission for consideration at the June 26, 2024 meeting.

RESOLUTION 2024-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROPOSED FY 2024/2025 ANNUAL ACTION PLAN; AUTHORIZING STAFF TO TRANSMIT THE ANNUAL ACTION PLAN AND SUPPORTING RESOLUTION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1999, the City elected to "opt out" of its agreement with Broward County Urban Program and pursue funding directly from the Department of Housing and Urban Development (HUD); and

WHEREAS, in order to receive funds, HUD requires the City submit a Consolidated Plan and Annual Action Plan; and

WHEREAS, the City FY2024/2025 allocation is $788,542.00 and will be expended for various projects, plan preparation, follow-up reporting and administrative related costs; and

WHEREAS, the Consolidated Plan provides the framework for a planning process used by municipalities to identify housing, homeless, community and economic development needs and resources in order to tailor a strategic plan to meet those needs; and

WHEREAS, the Annual Action Plan details the proposed projects which are slated for funding; and

WHEREAS, the City Commission of the City of Coral Springs, Florida, concurs with staff's recommendation and deems it to be the best interests of the City and its citizens to approve the Community Development Block Grant proposed FY2024/2025 Annual Action Plan; now therefore

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

SECTION 1. The FY2024/2025 Annual Action Plan, attached hereto and incorporated herein as Exhibit "A" is hereby approved.

SECTION 2. The appropriate staff is authorized and directed to transmit the FY2024/2025 Annual Action Plan and this Resolution to the U.S. Department of Housing and Urban Development.

SECTION 3. Effective Date. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED the _____ day of _____ 2024.

_____
SCOTT BROOK, MAYOR

ATTEST:

_____
GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous __
Motion/2nd

			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

ANNUAL ACTION PLAN- FISCAL YEAR 2024-2025

PREPARED BY:

CITY OF CORAL SPRINGS

COMMUNITY DEVELOPMENT DIVISION

DEVELOPMENT SERVICES DEPARTMENT

SUBMITTED TO:

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

MIAMI FIELD OFFICE

AUGUST 16, 2024

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AP-05 Executive Summary

1. Introduction

This Annual Action Plan is the fifth year (FY 2024/2025) of the Five-Year Consolidated Planning period, which covers years 2020 to 2025. The Annual Action Plan outlines the activities the City will take in the program year 2024/2025. The City of Coral Springs receives funds from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program. The projects identified in this Plan will be primarily used to benefit low- to moderate-income residents and neighborhoods, identified as Target Areas with low- to moderate-income residents. This funding source has aided the City to achieve priority housing and community development goals.

The City's Mission Statement is, "To provide an innovative, sustainable, high-preforming organization that strives to make decisions and measure progress based on economic, social, and environmental factors improving the quality of life for the residents, businesses and visitors of the diverse community we serve". The Vision of the Consolidated Plan supports this mission in prioritizing resources and adopting objectives for meeting the goals for decent housing, a suitable living environment, and expanding economic opportunities for low- to moderate-income residents. These priorities will expand and strengthen partnerships throughout the City and foster joint ventures between government agencies, private and nonprofit organizations in the production and operation of affordable housing, job training, job creation, community services, and commercial and neighborhood revitalization. The City of Coral Springs has already committed itself to similar goals through its Neighborhood Partnership Program, Neighborhoods with Integrity Program, Capital Improvements Program and the Housing Incentives of the Comprehensive Plan.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

☒	**Objective Category Decent Housing** Which includes:	☒	**Objective Category: Suitable Living Environment** Which includes:	☐	**Objective Category: Expanded Economic Opportunities** Which includes:
☐	assisting homeless persons obtain affordable housing	☒	improving the safety and livability of neighborhoods	☐	job creation and retention
☐	assisting persons at risk of becoming homeless	☐	eliminating blighting influences and the deterioration of property and facilities	☐	establishment, stabilization and expansion of small business (including micro-businesses)
☒	retaining the affordable housing stock	☒	increasing the access to quality public and private facilities	☐	the provision of public services concerned with employment

☐	increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability	☐	reducing the isolation of income groups within areas through spatial deconcentrating of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods	☐	the provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan
☐	increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence	☒	restoring and preserving properties of special historic, architectural, or aesthetic value	☐	availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
☐	providing affordable housing that is accessible to job opportunities	☒	conserving energy resources and use of renewable energy sources	☐	access to capital and credit for development activities that promote the long-term economic social viability of the community

3. Evaluation of past performance

In FY 2022/2023, the City was awarded $798,821.00 in CDBG funds from HUD. The table below is a list of approved projects in FY 2022/2023, funding allocations, and the status of the projects as of March 1, 2024. The majority of the funds were used for activities that benefited low-to moderate-income residents.

Table #1

Project	Amount	Status
Coral Hills Drive Roadway & Sidewalk Improvement Design	$250,000.00	Underway
Forest Hill Park Lighting Project - Phase I	$150,000.00	Underway
Home Repair	$104,241.00	Underway
Youth Scholarship	$50,000.00	Completed
Senior Recreation and Functional Training	$44,000.00	Underway
Senior Recreational and Therapeutic Program	$25,820.00	Completed
Neighborhood Partnership Program	$15,000.00	Completed
Planning and Administration	$159,760.00	Completed

Evaluation of Past Performance

Public Services

The Senior programs continue to be one of the most successful and enriching programs available within the City. As of April 30, 2024 there were **500** seniors enrolled in the program in FY24. A total of **199** recreational and sports scholarships were awarded to youth in the City.

Home Repair Program

The City home repair program continues to be one of the most sought out grants offered to its residents. The City continues to maintain and improve conditions of dwellings owned and occupied by low- to moderate-income residents. Six (6) homes are receiving home repair assistance through various funding sources (State Housing Initiative Partnership (3 SHIP and 3 CBDG). Three projects utilized CDBG funding for construction and the remaining three utilized CDBG funding for soft costs.

Summary of FY 2023/2024

In the current FY 2023/2024, the City received $779,528.00. Below is the status of the projects identified in the City's FY 2023/2024 Action Plan:

Table #2

Project	Amount	Status
Fire Hydrant for Affordable Housing Development Project	$100,000.00	Underway
Home Repair	$106,383.35	Underway
Youth Scholarship	$50,000.00	Underway
Senior Recreation and Functional Training	$26,929.20	Completed
Senior Recreation & Therapeutic Program	$40,000.00	Underway
Forest Hill Park Lighting Project – Phase II	$150,000.00	Underway
NW 28th Street Sidewalk Replacement – South	$85,309.85	Completed
NW 89th Drive Sidewalk Replacement – West	$65,000.00	Completed
Planning and Administration	$155,905.60	Underway

4. Summary of citizen participation and consultation process

Adopted in the 5-year Consolidated Plan is the Citizen Participation Plan (CPP). The CPP, in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: *Citizen Participation and Consultation*, sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the City of Coral Springs provides citizens reasonable and timely access to local meetings, information, and records. In addition, technical assistance is made available to low- to moderate-income residents and/or representative groups. The CPP details the process to identify needs, reviewing proposed

activities and program performance, as well as the manner in which hearings are advertised and conducted.

The CPP sets forth the City's policies and procedures for citizen participation in developing the Consolidated Plan, Annual Action Plans, any substantial amendments to said plans, and development of the Consolidated Annual Performance and Evaluation Report (CAPER).

The CPP is available to the public upon request. Once requested, the City will provide the CPP in a form accessible to persons with disabilities (i.e. oral or large print for visually impaired). In addition, copies can be delivered to interested parties if requested.

The City held two public hearings for the Action Plan. The FY 2024/2025 Annual Action Plan was advertised thirty days prior to the City's Planning and Zoning Board meeting. The ad appeared in the Sun Sentinel with a list of proposed CDBG activities to be funded. The Planning and Zoning Board held a public hearing on Monday, June, 10, 2024.

The second public hearing was held on June 26, 2024 at the City Commission meeting. The public notice was published in the Sun Sentinel thirty days prior to the Commission meeting.

5. Summary of public comments

No public comments received to date.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments received to date.

PR-05 Lead and Responsible Agencies

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Table #3 – Responsible Agencies

Agency Role	Name	Department/Agency
Lead Agency	Coral Springs	Development Services Department/ Community Development Division

Narrative

The central responsibility for the administration of the Annual Action Plan is assigned to the Development Services Department - Community Development Division. The Division coordinates and manages activities among the public and private organizations in efforts to achieve the goals of the Annual Action Plan.

Consolidated Plan Public Contact Information

Public Contact Information:

Neirah Sankar, Neighborhood and Housing Manager

Julie Krolak, Director of Development Services

AP-10 Consultation

Summary of the jurisdiction's activities to enhance coordination between the public and assisted housing providers, and private and governmental health, mental health and service agencies

During the planning of the Consolidated Plan, the City of Coral Springs coordinated with other housing and support service agencies to ensure that available resources are fully utilized and leveraged. Extensive interdepartmental coordination has occurred this year to define the needs of neighborhoods. Additionally, the City meets regularly with local stakeholders and providers to exchange solutions in addressing the obstacles facing those experiencing homelessness. This consorted awareness has added a valuable layer of care for those we serve. The City of Coral Springs is an active member in the Broward County Homeless Initiative Partnership (HIP), Broward HOME Consortium and participates in the Homeless Continuum of Care (HCoC).

Describe coordination with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A - The City of Coral Springs does not receive ESG funds.

Describe consultation with the Continuum(s) of Care that serves the State in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A - The City of Coral Springs does not receive ESG funds.

AP-12 Participation

Summary of citizen participation process/efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Table #5

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Other		In April and May of each year, staff from Development Services, Budget and Strategy, Finance, Public Works, and Parks and Recreation divisions work together to develop a list of proposed projects based on the items specified in the City's Capital Improvement Plan. These items are discussed and evaluated for eligibility. A list of these proposed projects are advertised in the local paper, the Sun-Sentinel, for public comment. A public hearing is held at the Planning and Zoning Board, 30 days after the advertisement for input on the projects. After the Planning and Zoning Board meeting, the proposed projects (with revisions, if any) are advertised in the Sun Sentinel again for public comment. Thirty days after the second public notice, a public hearing is held at a City Commission meeting. If there are no changes, the projects are approved and submitted to HUD.			

Expected Resources

AP-15 Expected Resources

Introduction

The City of Coral Springs' CDBG projected allocation for FY 2024/2025 is $788,542.00. The City proposes to set aside 15% of the grant to fund Public Services for the Senior Activities and Youth Recreation Scholarship Programs. The balance of the funds will provide for public facilities and improvements, infrastructure, home repair and program planning and administration.

Anticipated Resources

Table #6 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public - Federal	Admin and Planning, Economic Development, Housing, Public Improvements, Public Services	788,542	0	0	788,542	0	

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The City of Coral Springs leverages its general funds with CDBG toward capital improvement projects. The City also leverages state funds when received through the SHIP program for home repair projects.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

A. LIVING ENVIRONMENT

The goal of providing a suitable living environment includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within a community or geographic area through the spatial distribution of housing opportunities for persons of lower income; the revitalization of deteriorating or deteriorated neighborhoods; restoring and preserving properties of special historic, architectural or aesthetic value; and conservation of energy resources.

Priority IA- Provide upgraded physical improvements such as sanitary sewers, storm sewers, sidewalks, street lighting, and improved public streets.

This is accomplished through:

1. Improvements to deteriorated infrastructure; and
2. Provision of road and drainage improvements.

Priority IIA- Expand and diversify public and private resources committed to creating safe neighborhoods.

This is accomplished through:

1. Projects matched with local, state and federal funding sources.

Priority IIIA- Expand and diversify public services activities that enhance access to public services.

This is accomplished through programs for:

1. Senior Citizens: Expand and diversify facilities and programs available to seniors;
2. Youth: Provide youth scholarships for low- to moderate-income youth/teens in the City; and
3. Special Populations: provide local incentives for program site locations.

B. HOUSING

The goal of decent housing includes assisting homeless persons to obtain appropriate housing and assisting at-risk persons to sustain housing; retention of the affordable housing stock; and increasing the availability of affordable permanent housing in standard conditions to low-income and very-low-income families, particularly to members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex national origin, familial status, or disability. Decent housing also

includes increasing the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

Priority IB- Maintain and improve conditions of dwellings owned and occupied by low- to moderate-income persons in the City by implementing:

- Home Rehabilitation Program; and
- Barrier Free Program

Priority IIIB- Support non-homeless services for the special needs population.

This is accomplished by:

- Providing support and technical assistance to agencies; and
- Supporting initiatives that address homelessness needs

Table #7 – Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Home Repair	2024	2025		Citywide		CDBG	3

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

In FY 2024/2025, the City will allocate $202,552.30 to provide home repair assistance for eligible applicants. These funds will be added to the Home Repair Program, which is also funded through SHIP. The CDBG portions will provide assistance to at least three eligible applicants. Each applicant can receive up to $65,000.00 in assistance.

Projects

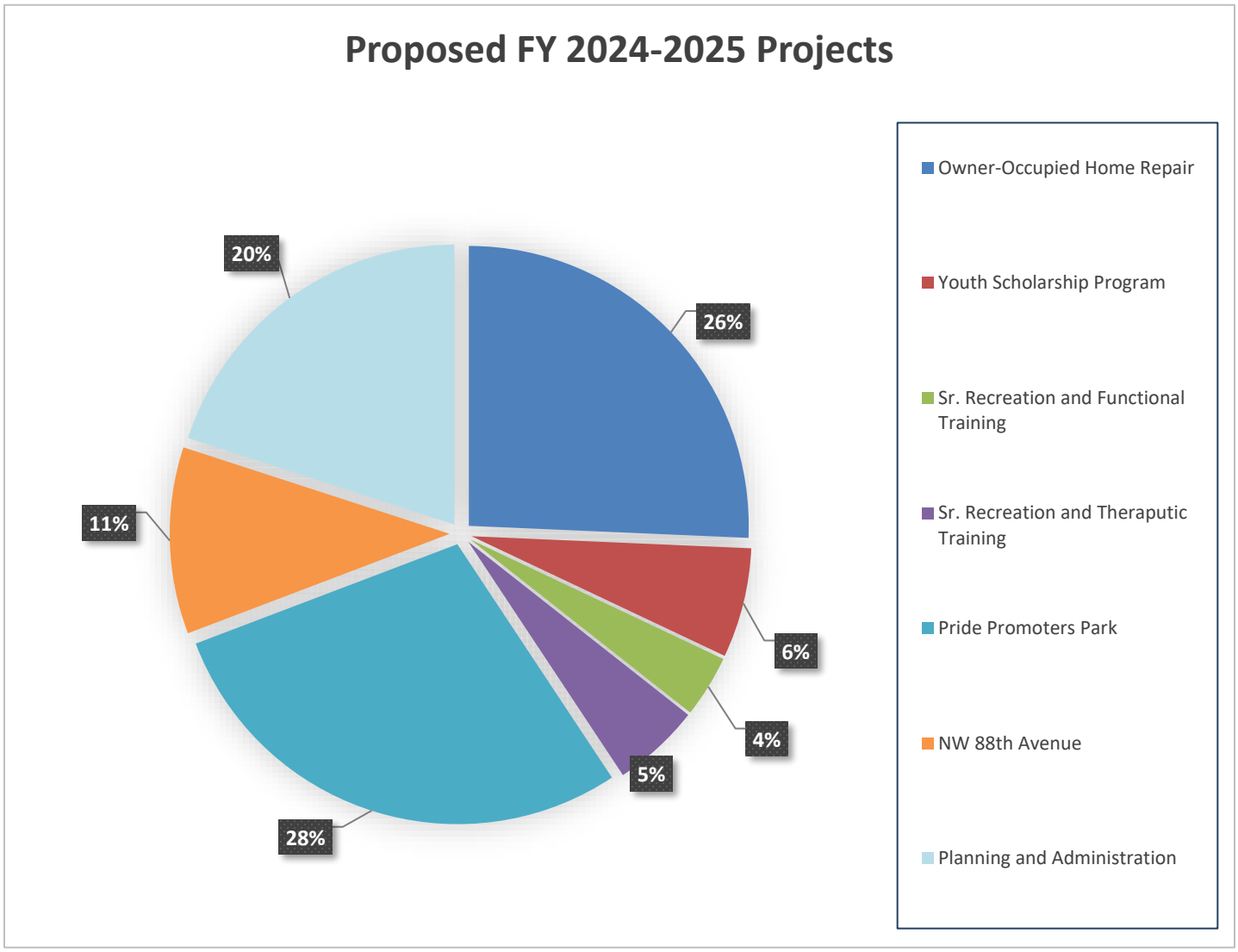
AP-35 Project Summary

Project Summary Information

Table #8 – Project Summary

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Home Repair	Citywide	Decent Housing		$202,552.30
Youth Scholarship	Citywide	Suitable Living Environment		$50,000.00
Senior Recreation and Functional Training	Citywide	Suitable Living Environment		$28,281.30
Senior Recreation and Therapeutic Program	Citywide	Suitable Living Environment		$40,000.00
Pride Promoters Park	Citywide	Census Tract		$225,000.00
NW 88th Avenue	Census Tract	Suitable Living Environment		$85,000.00
Planning and Administration				$157,708.40
TOTAL				**$788,542.00**

Table #9 – Proposed Projects



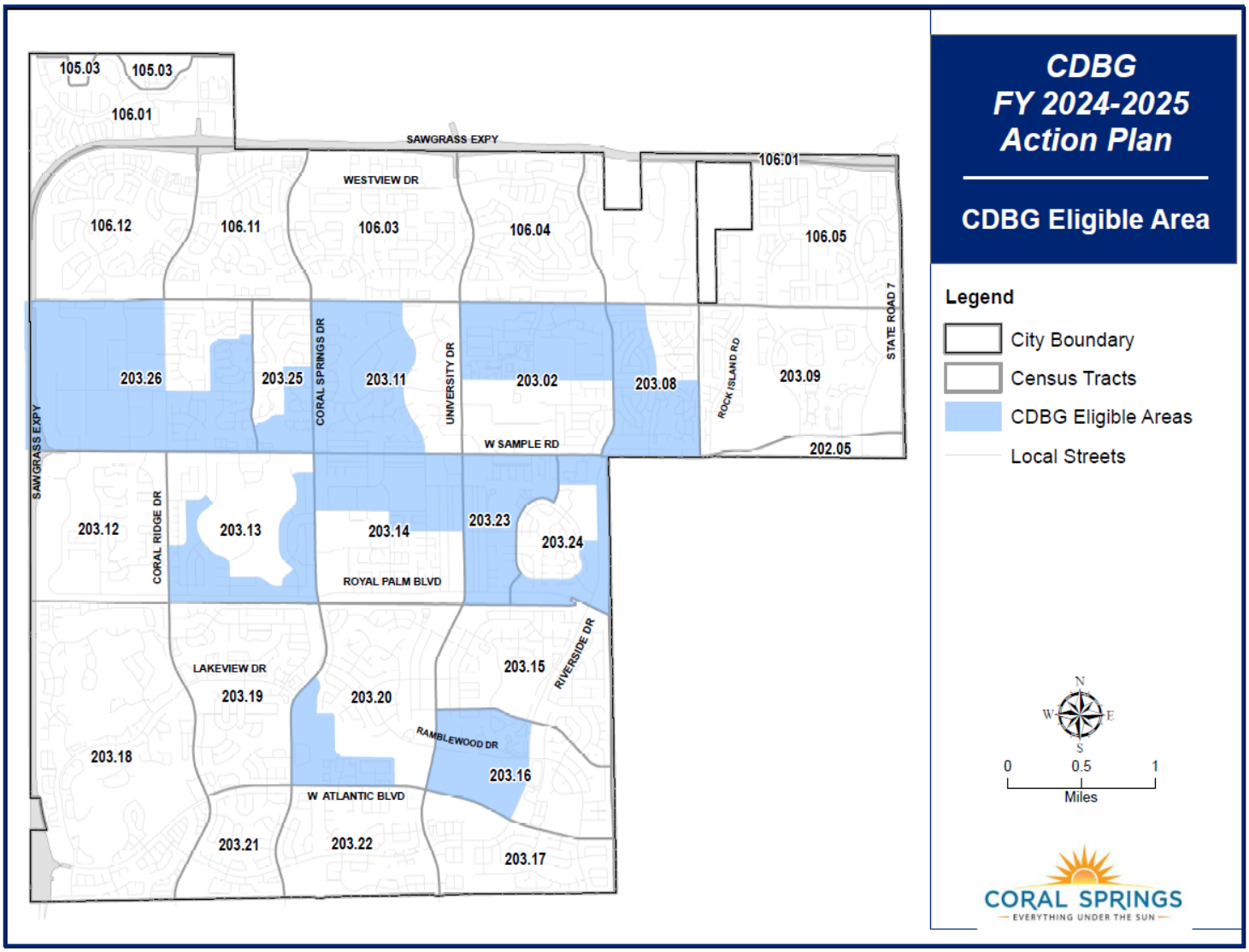
Resources
Table #10

Funding Sources	Amount
CDBG	$788,542.00
HOME	$279,311.17
SHIP	$1,547,455.00
Total	**2,615,308.17**

PROJECT NAME: Home Repair
AMOUNT REQUESTED: $202,552.30

PROJECT DESCRIPTION: Provide home repair assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare.

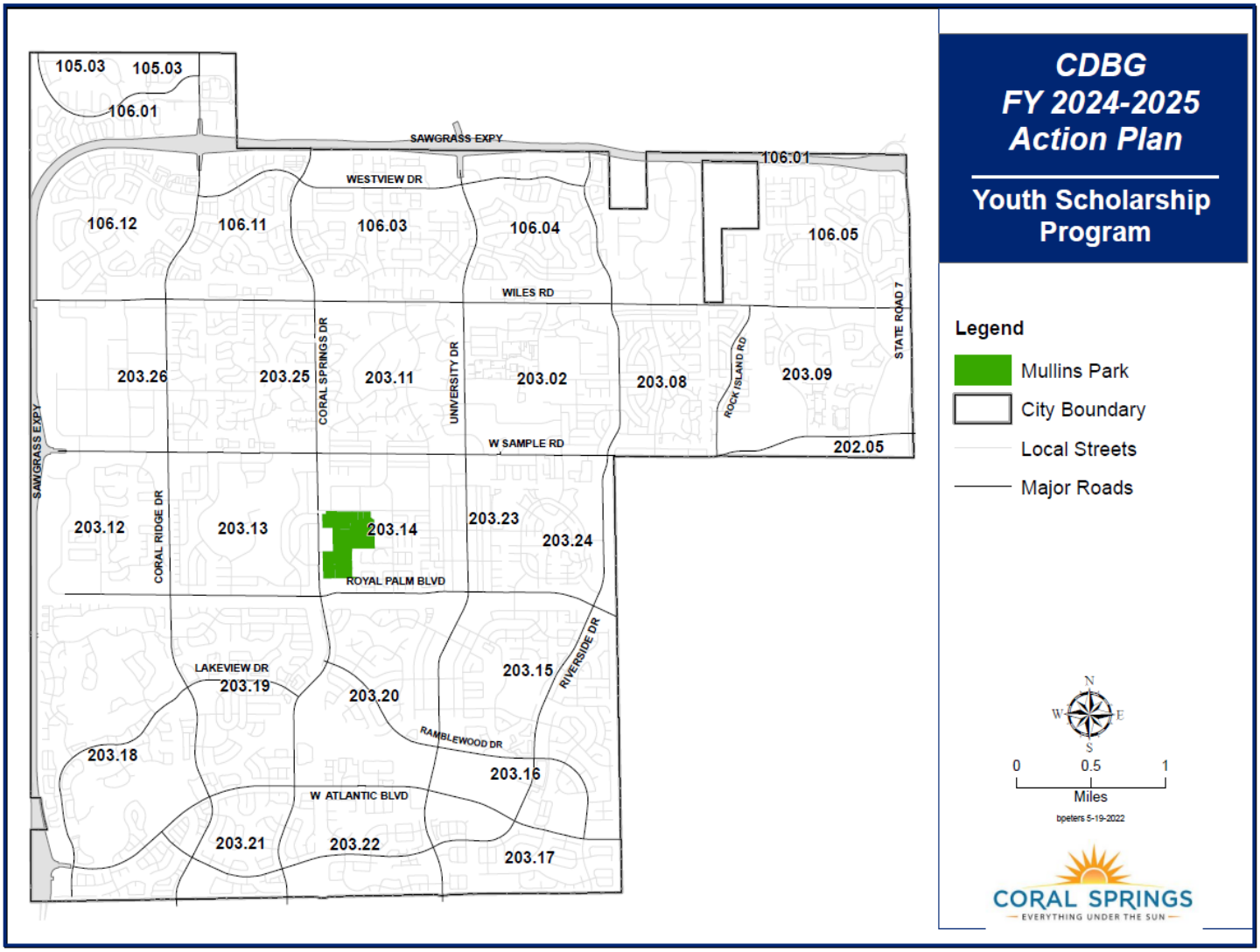
Target Beneficiaries: Low- to moderate-income persons
Geographic Distribution: Citywide
National Objective: 570.208 (a) (3) Low/Mod Housing Benefit
Eligible Category: 570.202 (a) (1) Eligible rehabilitation and preservation activities
Objective Category: Suitable Living Environment
Proposed Outcome: Affordable Housing
Performance Measure: 3 completed projects



PROJECT NAME: Youth Scholarship Program
AMOUNT REQUESTED: $50,000.00

PROJECT DESCRIPTION: Funds are used to provide scholarships to low- to moderate- income youth within the City of Coral Springs for Recreation Programs, including: high touch tech science, baseball, dance, gymnastics, cheerleading, soccer, basketball, tennis, mad science and sticky fingers.

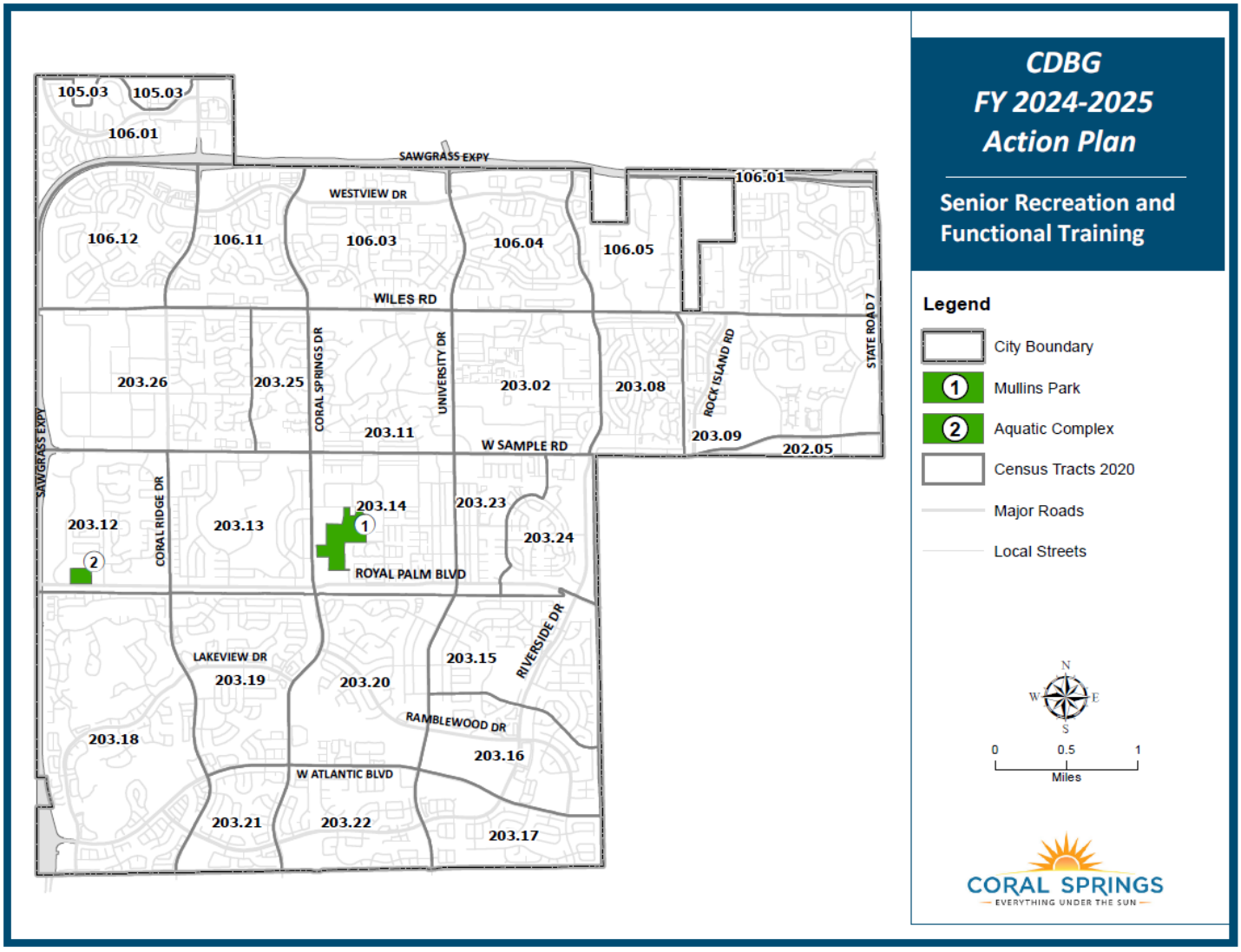
Target Beneficiaries: Low- to moderate-income persons
Geographic Distribution: Citywide
National Objective: 570.208 (2) Limited Clientele
Eligible Category: 570.201 (e) Public Service
Objective Category: Suitable Living Environment
Performance Measure: 250 scholarships



PROJECT NAME: Senior Recreation and Functional Training
AMOUNT REQUESTED: $28,281.30

PROJECT DESCRIPTION: Funds are used to provide free classes to seniors who live in Coral Springs, including circuit training and functional training. Classes are held at the Senior Center at Sartory Hall and the Aquatic complex.

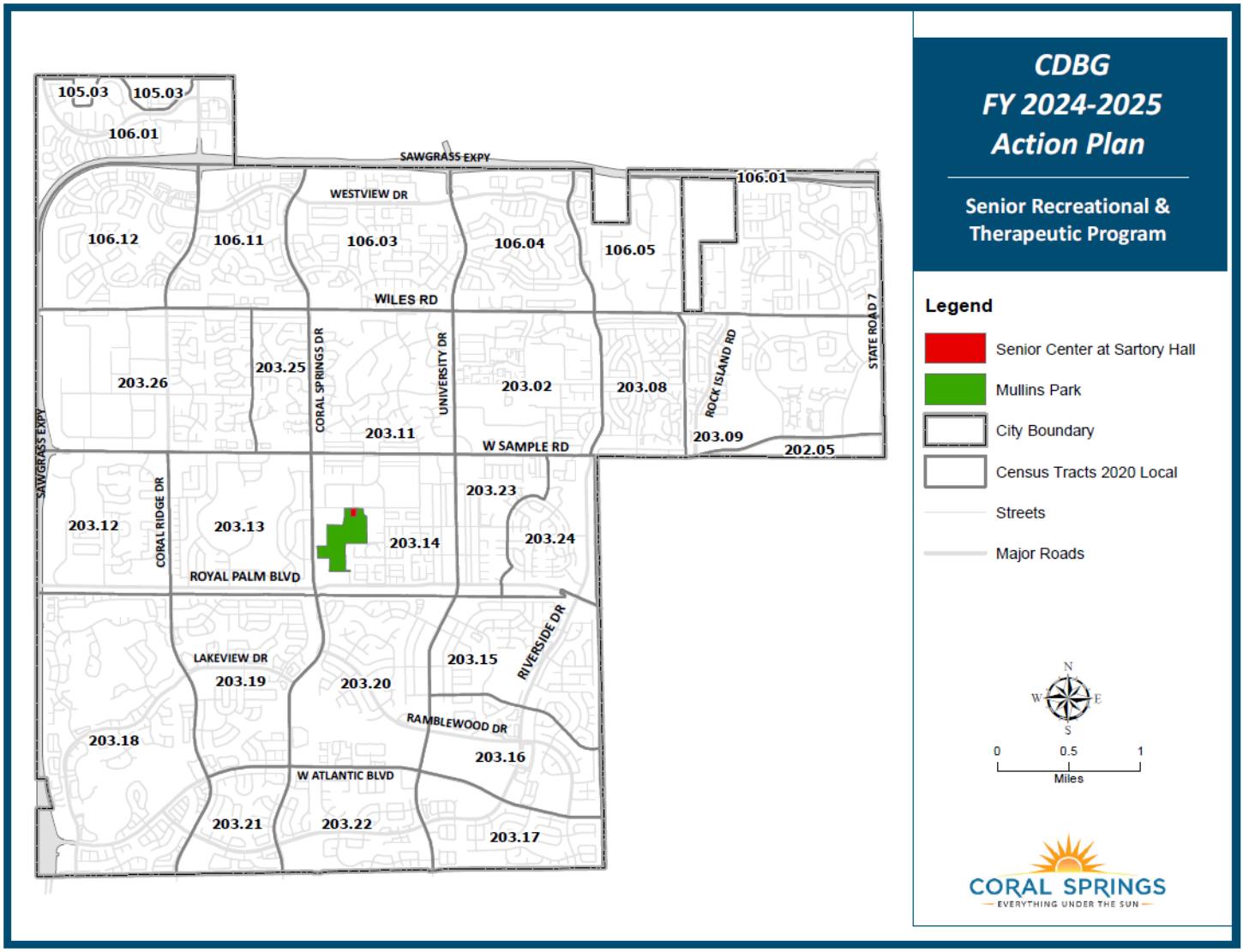
Target Beneficiaries: Low- to moderate-income persons
Geographic Distribution: Citywide
National Objective: 570.208 (2) Limited Clientele
Eligible Category: 570.201 (e) Public Service
Objective Category: Suitable Living Environment
Performance Measure: 200 seniors



PROJECT NAME: Senior Recreation and Therapeutic Program
AMOUNT REQUESTED: $40,000.00

PROJECT DESCRIPTION: Funds are used to provide free classes to seniors who live in Coral Springs, including arts and crafts, dancercise, line dancing, tai chi and yoga. Classes are held at the Senior Center at Sartory Hall in Mullins Park.

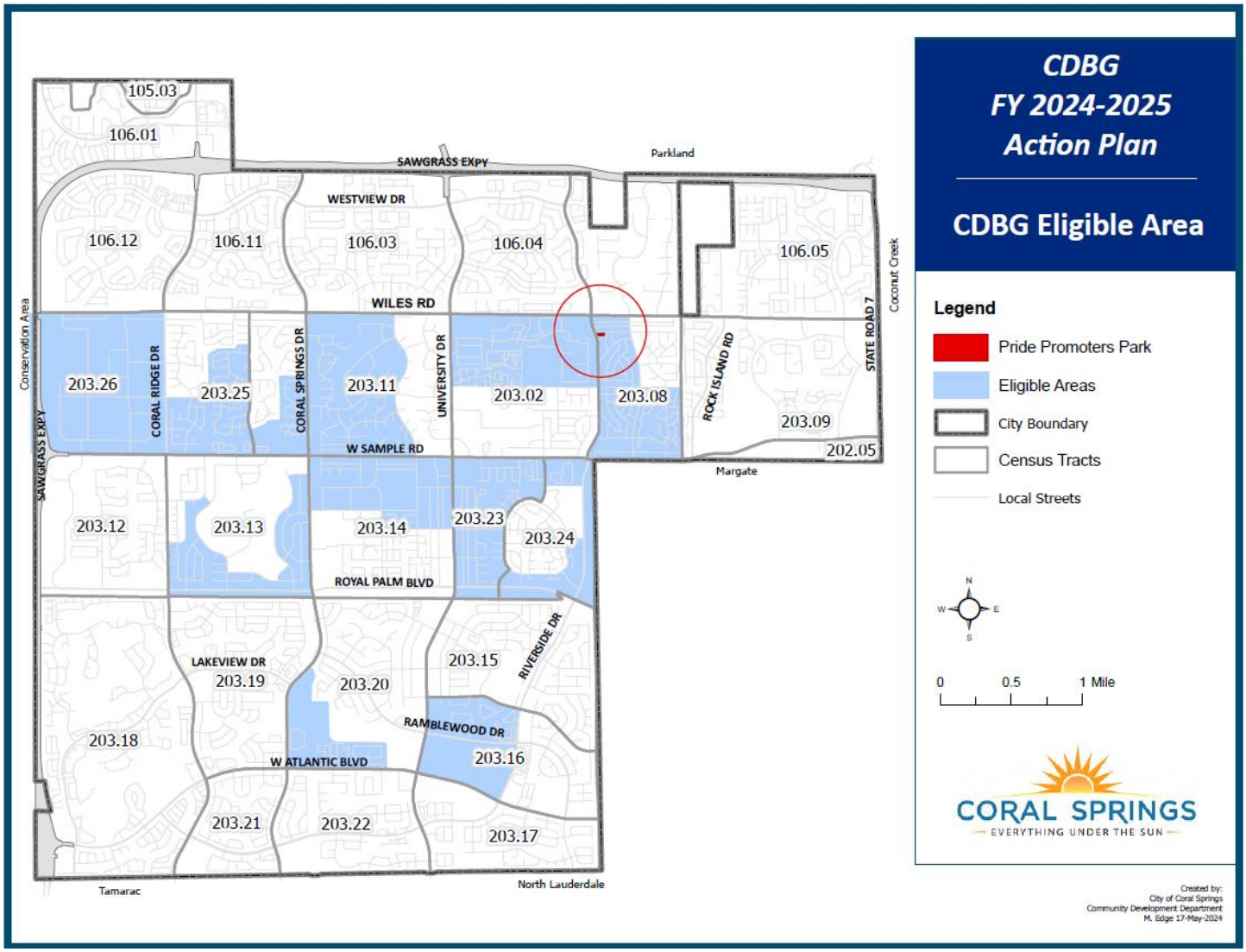
Target Beneficiaries: Low- to moderate-income persons
Geographic Distribution: Citywide and/or eligible neighborhoods
National Objective: 570.208 (2) Limited Clientele
Eligible Category: 570.201 (e) Public Service
Objective Category: Suitable Living Environment
Performance Measure: 500 seniors



PROJECT NAME: Pride Promoters Park
AMOUNT REQUESTED: $225,000.00

PROJECT DESCRIPTION: Funds will be used to replace and relocate the playground within the park, which will enhance safety, visibility and meet ADA guidelines. This project also removes the old existing concrete basketball court and replace with asphalt and adjust net for ADA compliant access.

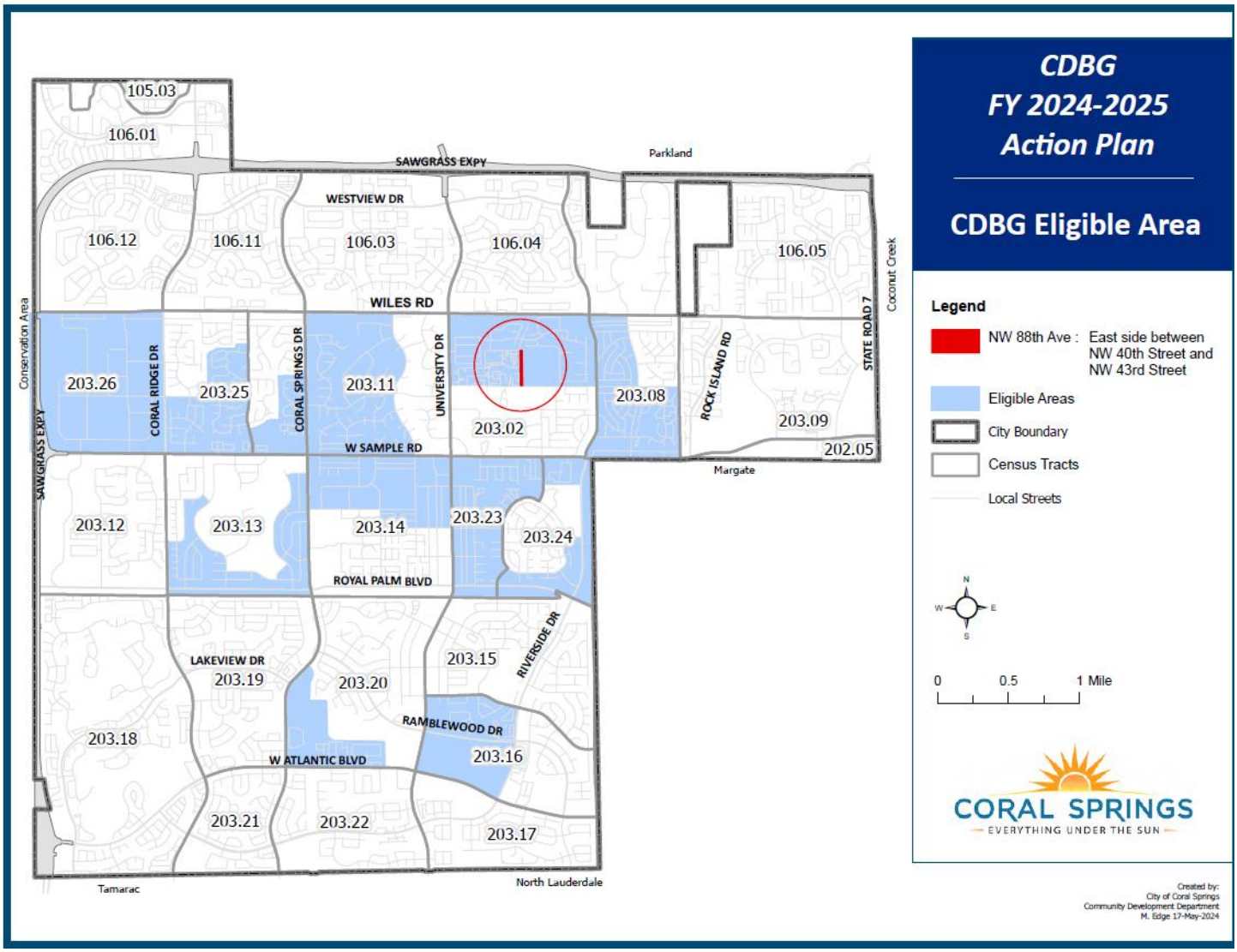
Target Beneficiaries: Low- to moderate-income persons
Geographic Distribution: Citywide, CDBG eligible areas
National Objective: 570.208 (a) (3) Low/Mod Housing Benefit
Eligible Category: 570.201 (C) Public Facilities and Improvements
Objective Category: Suitable Living Environment
Proposed Outcome: Sustainability
Performance Measure: Census Tract



PROJECT NAME: NW 88th Avenue - East
AMOUNT REQUESTED: $85,000.00

PROJECT DESCRIPTION: Funds will be used to remove existing asphalt sidewalk along the east side of NW 88th Avenue between NW 40th Street and NW 43rd Street and replace it with a concrete sidewalk to meet current ADA standards.

Target Beneficiaries: Low- to moderate-income persons
Geographic Distribution: Citywide, CDBG eligible areas
National Objective: 570.208 (2) Limited Clientele
Eligible Category: 570.201 (C) Public Facilities and Improvements
Objective Category: Suitable Living Environment
Proposed Outcome: Sustainability
Performance Measure: 1056 linear feet



PROPOSED PROJECT NAME: Planning and Administration
AMOUNT REQUESTED: $157,708.40

PROJECT DESCRIPTION: Cost associated with administering the CDBG program and preparation of the Annual Action Plan.

Eligible Category: 570.206 Eligible Program Administrative Cost
Proposed Outcome: Available/Accessibility
Performance Measure: 70% Low/Mod income program beneficiaries over a three-year period.

AP-50 Geographic Distribution

Description of the geographic areas of entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Coral Springs has a CDBG Target Area which includes Census Block Groups with 51% of households that are low– to moderate-income.

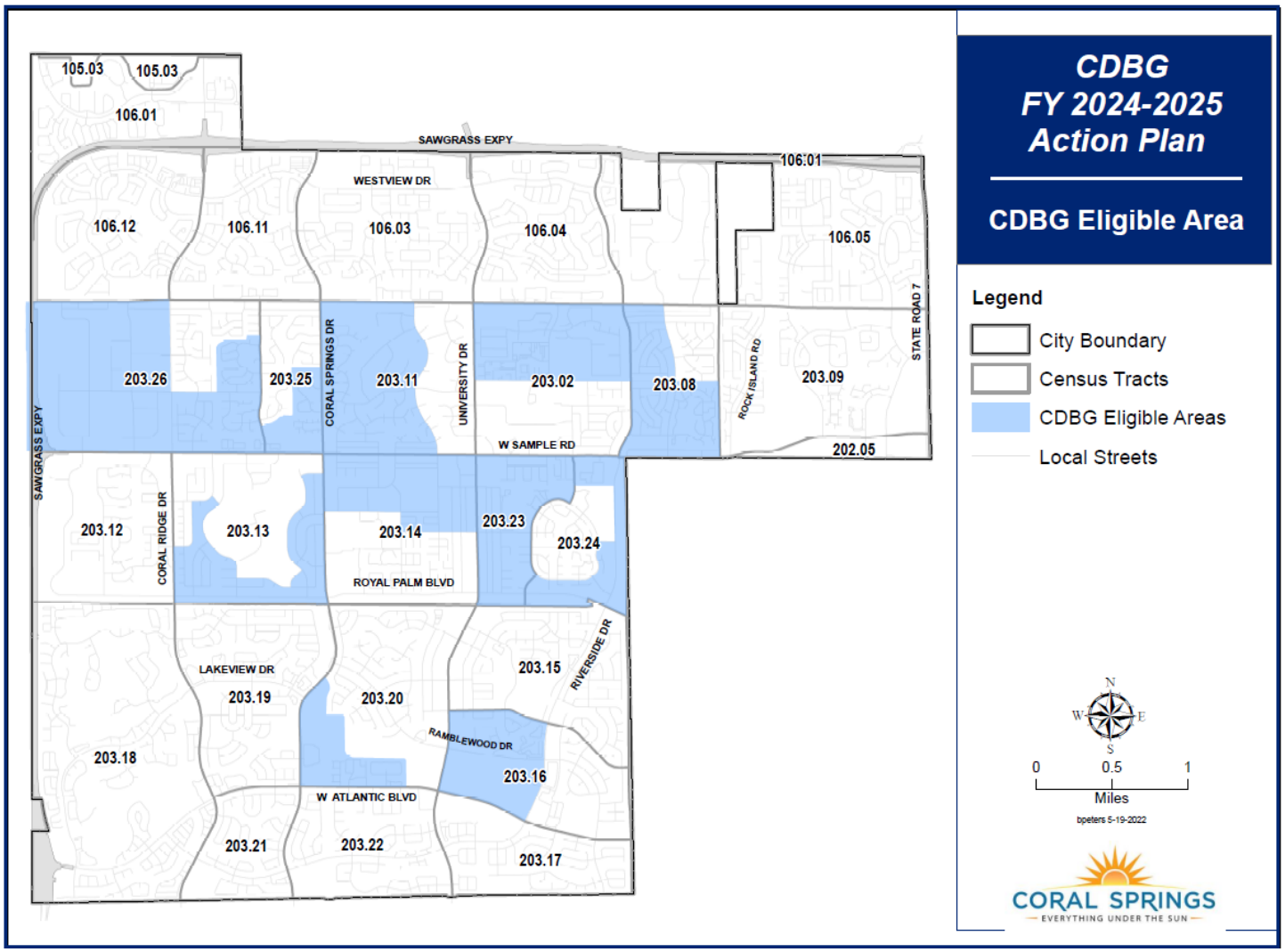


Table #11: CDBG Target Area

Tract	Blckgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct	uclowmod	ucLowmod_pct	MOE_LowmodPct
20302	1	1150	1685	1905	2340	72.01%		0.00%	+/-25.60
20302	2	1070	1830	2180	2545	71.91%		0.00%	+/-20.51
20308	2	780	1360	1610	2070	65.70%		0.00%	+/-24.64
20308	1	1360	2140	3050	3945	54.25%		0.00%	+/-16.10
20311	1	840	1490	2000	2745	54.28%		0.00%	+/-13.44
20313	1	1635	2255	2875	3550	63.52%		0.00%	+/-17.66
20313	2	940	1700	2125	3025	56.20%		0.00%	+/-16.96
20314	1	860	1530	2095	2400	63.75%		0.00%	+/-20.50
20316	1	840	1530	1945	2205	69.39%		0.00%	+/-22.68
20320	2	860	1120	1405	1730	64.74%		0.00%	+/-14.91
20323	1	565	845	1085	1425	59.30%		0.00%	+/-15.93
20323	2	640	1235	1820	2260	54.65%		0.00%	+/-19.29
20324	3	1035	1635	1960	2160	75.69%		0.00%	+/-31.62
20324	2	870	1590	2315	2815	56.48%		0.00%	+/-19.86
20325	1	670	1815	2650	3310	54.83%		0.00%	+/-16.28
20326	1	1215	2120	2535	3205	66.15%		0.00%	+/-17.00
20326	2	965	1915	2840	3635	52.68%		0.00%	+/-15.57

LEGEND FOR THE ABOVE DATA TABLE

TRACT	The numeric code for the census tract. In other publications or reports, the code sometimes appears as a 2 digit decimal XXXX.XX
BLKGRP	The block group code
LOW	Low income
LOWMOD	The count of Low Mod Persons. Synonyms for PMOD. This is he revised count of low/mod persons
LMMI	Low-moderate income person
LOWMODUNIV	Person with the potiential for being deemed Low mod. Use as the denominator for MOD, LOW, and VLOW %'s
LOWMOD_PCT	The percentage of person who are low/moderate income; calculated by LOWMOD/LOWMODUNIV times 100. This is the revised lowmod percentage
UNLOWMOD	The uncapped count of low- nad moderate income persons
UCLOWMOD_PCT	The precentage of uncapped Low-and Morderate-ncome persons. Calculated from UCLOWMOD
MOE_LOWMODPCT	The margin of error (MOE) for the UNCLOWMOD_PCT

AP-65 Homeless and Other Special Needs Activities

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City does not receive public or private funds to address homeless needs. The City participates in Broward County's Continuum of Care Program, which includes the following fundamental components:

- Homelessness prevention;
- Outreach and assessment to identify an individual's or family's needs and make connections to facilities and services;
- Immediate shelter and safe, decent alternatives to a place not meant for human habitation;
- Transitional housing and necessary social services. Such services include job training/placement, substance abuse treatment, short-term mental health services, independent living skills, etc.; and
- Permanent housing or permanent supportive housing arrangements.

The purpose of the program is to develop a long-term strategic plan and manage a year-round planning effort which addresses the identified needs of individuals and households experiencing homelessness; the availability and accessibility of existing housing and services while establishing a direct link to those services.

On January 24-27, 2024, Broward County Housing Options Solutions and Supports Division (HOSS-D) conducted The Voices from the Street homeless survey, focusing on a highly concentrated area in which the homeless reside in collaboration with law enforcement agencies, homeless services agencies, faith-based, youth and community-based organizations and volunteers 820 surveys were completed. The goal of the survey was to directly target the needs of persons experiencing homelessness in Broward County who slept in places not meant for human habitation rather than those previous connected with services through emergency shelter, transitional housing, or a safe haven from the period of January 24 to 27, 2024. While these surveys were not conducted within the City of Coral Springs, these surveys assist with all federal and state grants.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City participates in Broward County's Homeless Continuum of Care (HCoC), which addresses all aspects of homelessness including prevention, outreach, emergency shelter, transitional and permanent affordable housing, and supportive services. This work includes:

- Facilitating community, business and governmental involvement in the homeless HCoC;
- Implementation of Federal Homeless Emergency Assistance and Rapid Transition to

Housing (HEARTH) Act;
- Overseeing of the County's three regional Homeless Assistance Centers;
- Creating new and innovative programs to serve Broward's homeless population (such as the Homeless medical respite care facility, mobile shower units, outreach case management, housing navigator and mobile behavioral assessment unit); and;
- Implement a homeless management information system through Homeless Initiative Partnership's leadership, and;
- Participation in the creation of applications and requests for proposals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Helping low-income individuals and families who are in imminent danger of becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Coral Springs works in partnership with the Broward County HOSS-D, who maintains efforts to lessen the impact of homelessness in the community. This is accomplished by:
- Researching and incorporating appropriate best practices models to improve service delivery;
- Expanding supportive housing capacity for the mentally ill, those in recovery, and others with disabilities;
- Developing and implementing strategies to better address institutional discharge and access to mainstream resources;
- Expanding and enhancing mentoring opportunities for homeless persons; and,
- Researching methods to expand the stock of affordable housing in Broward County.

The Broward County Family Success Administration and the Urban League provides assistance to individuals and families to achieve economic and social stability. These programs offered by these agencies are encouraged through Self-Sufficiency Management Programs, that assist individuals and families in setting goals, learning skills and accessing services they need to become financially stable. Services provided include case management services, educational training, information or community referrals, written materials, childcare, and bus passes. The Northwest Family Success Center in the heart of Coral Springs, less than a mile from City Hall, providing services for residents in northwest area of Broward County.

AP-75 Barriers to affordable housing

Although there remains a scarcity of affordable housing within Broward County, the City through its land development codes and Affordable Housing Ordinance implemented specific incentives to assist in reducing the barriers within the City's control.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Listed below are The Affordable Housing incentives adopted by the City:

- The Building Division works closely with the Community Development Division staff to expedite building permits related to affordable housing programs. For example, the City has a process in place to expedite building permits related to the Home Repair and Barrier Free Programs;
- Not-for-profit organizations can waive the Planning and Zoning Board public hearing, thereby reducing the processing time of petitions by a month;
- Not-for-profit organizations can request the City Commission waive all applicable development and impact fees or petition fees for affordable housing or projects providing assistance for low- to moderate- income households;
- Not-for-profit organizations or residential development providing affordable housing can apply for a special exception from the City's Land Development Code to reduce the minimum rear setback for building affordable housing projects.
- Zero-lot-line configurations are permitted within various zoning districts;
- The City's land use and zoning districts concentrate residential density along major arterials thereby increasing the proximity of transit to a larger number of residents. This was supported by the Community Redevelopment Agency and Commission when initiative established the Local Activity Center mixed land use category and overall Downtown Plan.

AP- 85 Other Actions

Actions planned to address obstacles to meeting underserved needs:

The City in partnership with Broward County has identified the following factors as obstacles to meeting the need of its underserved population: insufficient funding resources, lack of livable wages, lack of affording housing inventory, inability of low- to moderate-income families to secure affordable home ownership; and a need for more cohesive service delivery system which promotes partnership between service providers.

The City has partnered with Habitat for Humanity in converting City owned vacant lots to create affordable homeownership solutions to serve low-moderate income families. Habitat for Humanity has partnered with local stakeholders and agencies to design and develop the sites with approximately 13 units. Habitat will issue mortgages with zero interest, assuring

economic sustainability and self-sufficiency for low- to moderate-income families.

In March 2024, the City also adopted land development code requirements to address the Live Local Act, and maintain the aesthetic and quality of life standards of mixed-use affordable housing developments.

Actions planned to foster and maintain affordable housing:

Although some of the affordable housing barriers are out of the City's control, the City through its land development codes and ordinances have put in place affordable housing incentives to assist in reducing barriers within the City's control.

The City will continue its Home Repair program to maintain housing stock as well as continue with its Purchase Assistance program to increase the availability of affordable housing for low- to moderate-income families.

Listed below are Affordable Housing incentives undertaken by the City. They include:

- The Building Division works closely with the Community Development Division to expedite building permits related to affordable housing programs. For example, the City has a process in place to expedite building permits related to the Home Repair and Barrier Free Programs;
- Not-for-profit organizations can waive the Planning and Zoning Board public hearing, thereby reducing the processing time of petitions by a month;
- Not-for-profit organizations can request the City Commission waive all applicable development and impact fees or petition fees for affordable housing or projects providing assistance for low- to moderate- income households in the City;
- Not-for-profit organizations or residential development providing affordable housing can apply for a special exception from the City's Land Development Code to reduce the minimum rear setback for affordable housing projects providing assistance to low- to moderate-income households in the City.
- Zero-lot-line configurations are permitted within various zoning districts;
- The City's land use and zoning districts concentrate residential density along major arterials thereby increasing the proximity of transit to a larger number of residents. This was supported by the Community Redevelopment Agency and Commission when initiative established the Local Activity Center mixed land use category and overall Downtown Plan.

Actions planned to reduce lead-based hazards:

All eligible and approved homes assisted through our owner-occupied home repair program are tested for lead-based paint if the home was constructed prior to 1978. The City has a low elevated amount of led-based positioning due to most construction of owner-occupied and renter-occupied units being built after 1970 according to Broward County Health Department. In Coral Springs and statewide, the percentages of home in Florida that may be contaminated with lead-based paint are substantially low. Notwithstanding that a very

small percentage of the homes were built before 1970; whereas the prevalent paints in Florida were turpentine-based mineral spirits colored with pigments from zinc oxide rather than lead-based paints and widely manufactured for military and household uses.

Actions planned to reduce the number of poverty-level families:

According to Broward County, the County has 13.3% of its population at or below the poverty level. With the City representing 6% of the total population of those living in Broward, the City has 9.9% of its residents living at or below the poverty level. These statistics drive the understanding of the need to provide a defined strategy to help reduce the varying poverty rate scattered throughout the City. A comprehensive poverty reduction strategy was designed to develop affordable housing, create jobs, and stimulate the economic environment for the benefit and enhancement of the entire City. An essential component of a poverty reduction strategy is the successful partnership of public and private social systems, which acknowledges and provides direct solutions to individual-economic factors (health, education, employment, job training, minority assistance, etc.).

The City's goal is to do its part in reducing the number of individuals and families, at or below the national poverty level, through affordable housing programs and other public service-related programs.

The City's objective is to assist residents in locating existing services within Broward County.

Actions planned to develop institutional structure:

N/A

Actions planned to enhance coordination between public and private housing and social service agencies:

A list of providers was generated to include providers in housing, social service agencies, and other entities; those focused on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and those experiencing homelessness. The City maintains contacts of key non-profits and outside agencies that have a working relationship with these specific groups to exchange resources and expand its ability to service its residents.

Program Specific Requirements
AP-90 Program Specific Requirements

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(I)(1)
Projects planned with all CDBG funds are expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Table #12

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	0
2. The amount of proceeds from Section 108 loan guarantees funding used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements.	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities.	0
Total Program Income:	**0**

Other CDBG Requirements
Table #13

1. The amount of urgent need activities.	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- to moderate-income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- to moderate-income. Specify the years covered that include this Annual Action Plan.	100.00%

FAIR HOUSING

The City of Coral Springs submitted an update to its Analysis of Impediment (AI) to HUD in August of 2020 as a member of the Broward County Consortium. In the AI, the City identified the following five (5) impediments to fair housing choice:

- Complaints of federal and local fair housing laws in Coral Springs;
- Awareness of fair housing laws, issues, potential violations and resources appears to be limited;
- Monitor racial or ethical disparities in mortgage origination, acquisition and prohibit predatory loans;
- Continue to monitor concentration of racial minorities in low-opportunity communities; and
- Lack of adequate capital resources to address affordable housing gap.

In FY 2024/2025, the City will complete the following fair housing activities:

- Increase awareness of fair housing laws, rights and enforcement by printing fair housing ads and PSAs.
- Provide fair housing information on the City's website at https://www.coralsprings.org/Government/Departments/Community-Development/Housing-Assistance/Fair-Housing to the general public about the identification and reporting of discrimination.
- Attend and promote the Broward County Fair Housing Symposium.
- Annually, the City proclaims April as Fair Housing month in support of Title VIII of the Civil Rights Act of 1968.

MONITORING

HUD's Community Planning and Development Office has developed a monitoring guide to monitor grantees. The City utilizes the guide as a standard for monitoring the implementation of the program. Other applicable regulations and policies such as those from the Department of Labor and U.S. Office of Management and Budget, and Office of Fair Housing and Equal Opportunity, and Department of Environmental Protection Agency are also used as the standard for any monitoring tools and procedures developed for housing and community development programs.

TIMELINESS

The timely expenditure of funding on eligible programs is an important element of the Consolidated Plan. Projects and activities are monitored to ensure they begin and are implemented in a timely manner.

PLAN PROCEDURES

The Community Development Division's staff shall monitor the City's housing program level of service to ensure that statutory and regulatory requirements are met and that the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is correct and complete. Monitoring will take place at the following intervals:

- Quarterly;
- Annually (beginning and end of the year), and;
- As needed by HUD.

On an annual basis, Staff reviews each program to determine if they are being completed in a timely manner, and whether they meet the goals of the City's Annual Action Plan.

- At the end of each program year, Staff develops a Consolidated Annual Performance and Evaluation Report (CAPER) detailing Annual Action Plan goals, objective and accomplishments.
- Staff provides Federal Cash Transactions reports on a quarterly basis, as required by HUD.
- The City of Coral Springs requires citizen participation in the planning and amendment process of the Consolidated Plan and Annual Action Plans, as required by HUD, 24 CFR 91.105.

- Review request for payment or reimbursement to assure that proper documentation is provided and that expenditures are for eligible activities under applicable rules and regulations and authorized under the sub-recipient agreement.
- Ensure compliance with other program requirements, such as labor standards and fair housing laws, through in-depth monitoring and program review.

SUB-RECIPIENT MONITORING

The Community Development Division is responsible for oversight of all designated sub-recipients of CDBG funds and will perform the following tasks:

- Distinguish between sub-recipients, contractors, and other entities;
- Execute written agreements containing all required elements before providing funds to sub-recipients;
- Periodically review sub-recipients in order to determine that program requirements are being met; and
- Take effective corrective and remedial actions toward sub-recipients who do not comply.

LEAD-BASED PAINT

Lead based paint is defined as paint or other surface coatings that contain lead in excess of limits established under Section 302(c) of the Lead-Based Paint Poisoning Prevention Act. The Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X of the Housing and Community Development Act of 1992, amended the Lead-Based Paint Poisoning Prevention Act of 1971 (Lead Act), which established the current federal lead-based paint requirements. Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.

HUD has issued a new regulation to protect young children from the poisoning hazards of lead-based paint in housing that is financially assisted or sold with federal government resources. Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful to adults and children. To protect against this risk, on April 22, 2008, EPA issued a rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning April 22, 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination.

The regulation does not apply to housing built after January 1, 1978, when lead-based paint was banned for residential use.

The City of Coral Springs has a low amount of lead based poisoning due to most construction of owner-occupied and renter-occupied housing units occurred after 1970 according to the Broward County Health Department. In Coral Springs and statewide, the percentages of homes in Florida that may be contaminated with lead-based paint are quite low. Not only

is there the small percentage of the houses that were built before 1970, the prevalent paints in Florida were turpentine-based mineral spirits that were colored with pigments made from zinc oxide and linseed oil rather than lead based paint and widely manufactured, for military and household uses.

As part of any City administered housing program, the City ensures that all appropriate lead hazard disclosures, brochures and testing are done in compliance with Federal regulations for those homes that were built prior to 1978. If abatement is required, specifications by a certified lead contractor will be written and incorporated into rehabilitation specifications to be implemented by the City with CDBG funding. These actions will prevent lead poisoning and hazards in the community.

POVERTY REDUCTION

A comprehensive poverty reduction strategy was designed to develop affordable housing, create jobs, and stimulate the economic environment for the benefit and enhancement of the entire City. An essential component of a poverty reduction strategy is the successful partnership of public and private social systems, which acknowledges and provides direct solutions to individual-economic factors (health, education, employment, job training, minority assistance, etc.).

The City's goal is to reduce the number of individuals and families, at or below the national poverty level, through the City's affordable housing programs and other public service-related programs. The City's objective is to assist residents in locating existing services within Broward County.

Summary Sheet

Agenda Item: 10.

Meeting Date: June 26, 2024

Subject: Resolution 2024-024, Amendment to Community Development Block Grant (CDBG) Annual Action Plans (Neirah Sankar)

Requested Action: Request to hold a public hearing and amend the City's FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022, FY 2022/2023 and FY 2023/2024 Community Development Block Grant (CDBG) Annual Action Plans to reallocate $120,000 from various projects completed under budget to the City's FY 2023/2024 Fire Hydrants for Affordable Housing Project, adopt Resolution 2024-024 approving the amendment to said Annual Action Plans, and authorize staff to transmit the amendment and Resolution 2024-024 to the U.S. Department of Housing and Urban Development (HUD) for approval.
Funding Source: Receiving Grant to Expend.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO HOLD PUBLIC HEARING, ADOPT AND AUTHORIZE)

Funding Source: Receiving Grant to Expend

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Resolution 2024-024
#2 - Public Notice

Presenting: Neirah Sankar

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: June 26, 2024
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 2205

SUBJECT: Resolution 2024-024: Amendment to Community Development Block Grant (CDBG) Annual Action Plans

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold a public hearing and amend the City's FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022, FY 2022/2023 and FY 2023/2024 Community Development Block Grant (CDBG) Annual Action Plans to reallocate $120,000.00 from various projects completed under budget to the City's FY 2023/2024 Fire Hydrants for Affordable Housing Project, adopt Resolution 2024-024 approving the amendment to said Annual Action Plans, and authorize staff to transmit the amendment and Resolution to the U.S. Department of Housing and Urban Development (HUD) for approval. Funding: Receiving grant to expend. Strategic Goal: A Family-Friendly Community (REQUEST TO HOLD PUBLIC HEARING, ADOPT AND AUTHORIZE)

PRIOR ACTION:

August 2, 2023	Commission approved FY 2023/2024 CDBG Action Plan.
July 20, 2022	Commission approved FY 2022/2023 CDBG Action Plan.
July 21, 2021	Commission approved FY 2021/2022 CDBG Action Plan.
July 15, 2020	Commission approved FY 2020/2025 Consolidated Plan.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

1. **HOLD A PUBLIC HEARING TO AMEND THE CITY'S FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022, FY 2022/2023 AND FY 2023/2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLANS TO REALLOCATE FUNDS IN THE AMOUNT OF $120,000.00 FROM VARIOUS PROJECTS COMPLETED UNDER BUDGET TO THE CITY'S FY 2023/2024 FIRE HYDRANTS FOR AFFORDABLE HOUSING PROJECT;**
2. **ADOPT RESOLUTION 2024-024 APPROVING THE AMENDMENT TO SAID ANNUAL ACTION PLANS; AND**
3. **AUTHORIZE STAFF TO TRANSMIT THE SUBSTANIAL CHANGE AND SUPPORTING RESOLUTION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR APPROVAL.**

ATTACHMENTS:

#1 - Resolution 2024-024
#2 - Public Notice

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: June 26, 2024

Subject: Resolution 2024-024, Amendment to CDBG Annual Action Plans

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BACKGROUND:

The City of Coral Springs is an entitlement community and receives funding from the U.S. Department of Housing and Urban Development (HUD). Since 2000, the City has received $19,625,310 in CDBG funds, which are used to assist low – to moderate income persons and areas throughout the City. In July 2020, the City Commission approved a Five-Year Consolidated Strategic Plan (Consolidated Plan) that assessed local housing and community development needs and resources, and socio-economic impediments toward building viable neighborhoods.

The Federal Requirements for the HUD CDBG grant programs set forth three basic goals, which are closely related to the major commitments and priorities of HUD. Each of these goals must primarily benefit very low-, low- and moderate-income persons within the context described below:

1. To provide a suitable living environment
2. To provide decent housing
3. To expand economic opportunities

ANALYSIS:

A substantial change to an Annual Action Plan is triggered when one of the following takes place:

1. Cancellation of an activity or project previously described in the Consolidated Plan;
2. The movement of funds from one eligible activity to another by more than 25% of the costs of the total projects involved as projected in the Consolidated Plan. Projects included in the Consolidated Plan whose actual costs exceed the estimates presented in the Consolidated Plan are exempt from this policy when contingency funds are used to complete the project;
3. The activity will not meet the National Objective that has been designated by the City in the Consolidated Plan; or
4. The aggregate use of CDBG funds fails to principally benefit very low- and low-income families in a manner that ensures that at least 70 percent of the amount expended is for activities that benefit such persons during the designated period.

The reason for this substantial change is to reallocate funds from completed under budget projects identified in FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022, and FY 2022/2023 Annual Action Plans to the FY 2023/2024 Annual Action Plan for the Fire Hydrants for Affordable Housing Project. The project requires additional funding due to increased cost for materials.

The City published a notice of the amendments listed above and reallocation in the Sun-Sentinel on May 27, 2024, 30 days prior to the public hearing to comply with HUD requirements. The following is a description of the proposed change to the Action Plans.

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: June 26, 2024

Subject: Resolution 2024-024, Amendment to CDBG Annual Action Plans

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SUBSTANTIAL CHANGE ITEM
COMMUNITY DEVELOPMENT BLOCK GRANT

Projects	Budget	Proposed Projects	Budget
The City has uncommitted funds from the FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022 and FY 2022/2023 Action Plan in the U.S. Treasury from various projects completed under budget over the years. Projects include Senior Recreational Programs, Sidewalk Designs and Replacement projects, Planning and Administration, Neighborhood Partnership Program, Youth Scholarships and Home Repair.	**$120,000.000**	The funds will be added to the City's existing Fire Hydrants for Affordable Housing Project for FY 2023/2024 to assist in the installation of two new fire hydrants along Riverside Drive. The project includes extending existing waterline access from the opposite side of the street to the new hydrants.	**$120,000.00**
TOTAL	**$120,000.00**	**TOTAL**	**$120,000.00**

SUMMARY:

Staff is recommending the City Commission approve the reallocation of various projects completed under budget and adopt Resolution 2024-024 approving the amendment to said Action Plans.

RESOLUTION 2024-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, APPROVING THE AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FY2017/2018, FY2018/2019, FY2019/2020, FY2020/2021, FY2021/2022, FY2022/2023, AND FY2023/2024 ANNUAL ACTION PLANS; AUTHORIZING STAFF TO TRANSMIT THE APPROVED AMENDMENT AND SUPPORTING RESOLUTION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2000, the City began receiving CDBG funds directly from the Department of Housing and Urban Development (HUD); and

WHEREAS, the Annual Action Plan details the proposed projects which are slated for funding; and

WHEREAS, amendments made to annual action plans require the City to submit the amendments to the Department of Housing and Urban Development (HUD); and

WHEREAS, $120,000.00 remains from various projects completed under budget from previous Action Plans in the U.S. Treasury in FY2017/2018, FY2018/2019, FY2019/2020, FY2020/2021, FY2021/22, FY2022/2023, and FY2023/2024; and

WHEREAS, staff is recommending these funds be reallocated to FY2023/2024 Annual Action Plan project the installation of fire hydrants for Affordable Housing Project; and

WHEREAS, the City Commission of the City of Coral Springs, Florida, concurs with staff's recommendation and deems it to be the best interests of the City and its citizens to approve the reprogramming of Community Development Block Grant FY2017/2018, FY2018/2019, FY2019/2020, FY2020/2021, FY2021/2022, FY2022/2023, and FY2023/2024 Action Plans; now therefore

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

SECTION 1. That $120,000.00 from various completed projects under budget from previous Action Plans that remain in the U.S. Treasury shall be reallocated to the installation of fire hydrants for Affordable Housing Project.

SECTION 2. The appropriate staff is authorized and directed to transmit the FY2017/2018, FY2018/2019, FY2019/2020, FY2020/2021, FY2021/2022, FY2022/2023, and FY2023/2024 Annual Action Plans amendment and this Resolution to the U.S. Department of Housing and Urban Development.

SECTION 3. Effective Date. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED the _____ day of _____ 2024.

_____
SCOTT BROOK, MAYOR

ATTEST:

_____
GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous __
Motion/2nd

			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

PUBLIC NOTICE
CITY OF CORAL SPRINGS, FLORIDA
PROPOSED AMENDMENTS TO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS
ACTION PLANS FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022, FY 2022/2023 and FY2023/2024

Federal regulations governing the City of Coral Springs FY 2015-2020 and FY 2020-2025 Consolidated Plans (Plans) require that a participating jurisdiction provides citizens with reasonable notice of an opportunity to comment on any substantial amendment to the Plan. The public comment period extends thirty (30) days from the date of publication of this public notice. The City of Coral Springs is proposing to make the changes indicated below. In accordance with 24 CFR Part 91.505 entitled "Amendments to the Consolidated Plan," the following criteria are used to determine amendments to Annual Action Plans.

According to 91.505 (a), the jurisdiction shall amend its approved Plan whenever it makes one of the following decisions:
(1) To make a change in its allocation priorities or a change in the method of distribution of funds;
(2) To carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
(3) To change the purpose, scope, location, or beneficiaries of an activity.

SUBSTANTIAL CHANGES TO ACTIVITIES IN THE ACTION PLAN

The 30-day public comment period will commence May 27, 2024 and end June 26, 2024. Copies of the amendments are available at the City of Coral Springs Community Development Division located at 9500 West Sample Road, Coral Springs, Florida 33065. Citizens are encouraged to comment upon the proposed substantial amendments.

The City of Coral Springs City Commission will meet **Wednesday, June 26, 2024** to consider approval of the proposed amendments to FY2017/2018, FY 2018/2019, 2019/2020, FY 2020/2021, FY 2021-2022, FY 2022-2023 and FY 2023-2024 Action Plans. The meeting will occur at 6:30 p.m. in the Commission Chambers at City Hall, located at 9500 West Sample Road, Coral Springs, Florida 33065. Interested parties are encouraged to attend and participate.

For additional information on this hearing, please contact the City of Coral Springs Community Development Division at (954) 344-1161. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this hearing should contact the Office of City Clerk at least 72 hours (3 business days) prior to the hearing at 954-344-1065 for assistance**.**

SUBSTANTIAL CHANGE ITEMS
COMMUNITY DEVELOPMENT BLOCK GRANT

Projects	**Budget**	**Proposed Projects**	**Budget**
The City has uncommitted funds from the FY 2017/2018, FY 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022 and FY 2022/2023 Action Plans in the U.S. Treasury from various projects completed under budget over the years. Projects include Senior Recreational Programs, Sidewalk Designs and Replacement projects, Planning and Administration, Neighborhood Partnership Program, Youth Scholarships and Home Repair.	**$120,00.00**	The funds will be added to the City's existing Fire Hydrants for Affordable Housing Project for FY 2023-2024 to assist in the installation of two new fire hydrants along Riverside Drive. The project includes extending existing waterline access from the opposite side of the street to the new hydrants.	**$120,000.00**
TOTAL	**$120,000.00**	**TOTAL**	**$120,000.00**

Summary Sheet

Agenda Item: 11.

Meeting Date: June 26, 2024

Subject: Minutes Approval (Georgia Elliott)

Requested Action: Request to approve the City Commission meeting minutes of the May 22, 2024 Workshop and June 5, 2024 Regular Meeting.
(REQUEST TO APPROVE)

Placement: Consent

Attachments: Summary of May 22, 2024 Workshop
Summary of June 5, 2024 Regular Meeting

CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION WORKSHOP

DRAFT SUMMARY

Wednesday, May 22, 2024
5:00 PM

Multi-Purpose Room, Public Works and
Public Safety Complex
4150 NW 120 Ave.
Coral Springs, FL 33065

Call to Order

Mayor Brook called the meeting to order at 5:05 p.m.

Roll Call

Mayor Scott Brook
Vice Mayor Shawn Cerra (appeared via Zoom)
Commissioner Nancy Bowen
Commissioner Joshua Simmons
Commissioner Joy Carter

Also in attendance:
City Manager Frank Babinec
City Attorney John Hearn
Deputy City Clerk Aaron Maraj

Moment of Silence

Pledge of Allegiance

Commission Workshop Items

1. **Communities of Excellence: Smoking, Vaping Ordinance Discussion (Chris Bator)**
   City Manager Babinec introduced the item. Division Chief Chris Bator gave a presentation on the item. A copy of his presentation was made a part of the record.
   - There was consensus to continue to develop the ordinance.

2. **Business Plan Formation (Catherine Givens)**
   Deputy City Manager Catherine Givens introduced the business plan formation item as a checkpoint to ensure that the Commission's vision is reflected in the budget. Modifications to the vision statement were noted. Ms. Givens presented the plan and focused on short-term (1-2 years) projects.
   - There was consensus to approve inclusion in the business plan and budget all short-term project items presented.

3. **City Events for FY 2025 (Lynne Martzall)**
   Mr. Babinec introduced the item. He highlighted that this is the time were the city sets its events for the next fiscal year. Director Lynne Martzall presented the special events budget. A copy of her presentation was made a part of the record.

4. **Federal Lobbyist Contract (Catherine Givens)**
   (Item was heard after Commission Communications.)
   Ms. Givens presented the item. The scope of lobbyist services provided by the Alcalde & Fay Government Affairs firm and return on investment for the city were discussed. The presentation was made a part of the record.

Commission Communications

1. **Veterans Committee (Mayor Brook)** – Item postponed by Mayor Brook.

2. **Youth Committee (Mayor Brook)** – Item was not discussed.

3. **FLM Mental Health Forum, August 14th (Mayor Brook)**
   Mayor Brook extended an invitation to the Commission to attend the Florida League of Mayors Mental Health Forum on August 14, 2024.

4. **CIGC Educating Community on Referendum Items (Mayor Brook)**
   Mayor Brook requested support to allow CIGC to educate the community on referendum items. City Attorney Hearn advised that it was best to send committee members out as individuals.

5. **2024 Broward League of Cities Scholarship Winner, Maya Gordon (Commissioner Carter)**
   There was consensus to recognize Maya Gordon as a scholarship recipient.

6. **Commission Attended Conferences** – Item was not discussed.

The following additional topics were discussed:

- There was consensus to recognize Ramblewood Middle School 8th grade student, Makell Jolly for receiving the President's Award for Educational Excellence from the President of the United States and the U.S. Department of Education
- There was consensus to invite the executive director from the solid waste authority to speak at a future commission workshop on their request for more money.
- A recent email pertaining to an employee matter at the Coral Springs Charter School under the purview of Charter Schools U.S.A. There was consensus for city staff to be in touch with Charter Schools U.S.A. regarding the allegation made in the email.
- There was consensus to schedule Code Compliance Manager George Soberon or a member of his team to give an update at a future workshop.

Adjournment

There being no further business, the meeting was adjourned at 8:02 p.m.

_____

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

CITY OF CORAL SPRINGS, FLORIDA
CITY COMMISSION REGULAR MEETING

DRAFT SUMMARY

Wednesday, June 5, 2024
6:30 PM

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

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

Roll Call
Mayor Scott Brook (via Zoom)
Vice Mayor Shawn Cerra
Commissioner Nancy Metayer Bowen (via Zoom)
Commissioner Joshua Simmons
Commissioner Joy Carter

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

Moment of Silence

Pledge of Allegiance

Mackenna Cook, Eagle Ridge Elementary School, 4th Grade
Olivia Spiewak, Riverside Elementary School, 3rd Grade

Recognitions/Proclamations/Presentations

1. **Recognition and Congressional Record Presentation, Maya Gordon, 2024 Broward League of Cities Scholarship Recipient (Commissioner Carter and Theresa Brier, District Director for Congressman Moskowitz)**
   The City Commission recognized Maya Gordon for being a 2024 Broward League of Cities Scholarship recipient.

2. **Proclamation, Caribbean American Heritage Month (Commissioner Bowen)**
   The City Commission proclaimed June 2024 as "Caribbean American Heritage Month" in the City of Coral Springs.

3. **Proclamation, National Gun Violence Awareness Day (Mayor Brook)**
   The City Commission proclaimed June 7, 2024, as "National Gun Violence Awareness Day" in the City of Coral Springs.

4. **Proclamation, LGBTQ+ Pride Awareness Month (Commissioner Bowen)**
   The City Commission proclaimed June 2024 as "LGBTQ+ Pride Month" in the City of Coral Springs.

5. **Proclamation, National Posttraumatic Growth Day (Chris Bator)**
The City Commission proclaimed June 13, 2024, as "National Posttraumatic Growth Day" in the City of Coral Springs.

Public Comment

- Rashida Gordon of MVG Consulting expressed her concern regarding the selection process for the city's mental health provider.
- Cynthia Moreno spoke in support of MVG Consulting.
- Curt Tiefenbrun provided an update on Coral Springs Improvement District and shared appreciation for the LGBTQ+ Pride Awareness Month proclamation.
- Sheryar Wahid thanked the city for arranging Ramadan Iftar on April 1.
- Halima Gibson requested a ceasefire in Gaza and Rafah.
- Gabriella spoke in support of Rashida Gordon.

Public Hearings/Special Meeting Announcements

6. **Ordinance 2024-109, First Reading, Live Local Act (LDA24-0002) (Julie Krolak)**
Request to hold public hearing and approve the first reading of Ordinance 2024-109, amending Article XVIII (Live Local Act); providing for conflict; providing for severability; providing for codification; providing for an effective date; and to set second reading to June 26, 2024. (LDA24-0002)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Senior Deputy City Attorney Whitacre read the item into the record. Assistant Director Tina Jou presented on the item. The presentation was made a part of the record. Public hearing was opened and there were no comments. Public hearing closed.

Motion: To approve Ordinance 2024-109 on first reading and set second reading to June 26, 2024.
Result: Passed (Unanimously)
Mover: Commissioner Carter
Seconder: Commissioner Simmons

7. **Ordinance 2024-112, First Reading, Floodplain Regulations (John Norris)**
Request to hold public hearing and approve the first reading of Ordinance 2024-112, amending Chapter 2, Article V of the Land Development Code of the City of Coral Springs, entitled "Floodplain Regulations," to update the definition of market value and the date of the flood insurance study and flood insurance rate maps; providing for applicability; providing for conflicts; providing for severability; providing for codification; and providing for an effective date. Set second reading to June 26, 2024.
Funding Source: Not Applicable.
Strategic Goal: An Active, Healthy Community.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Senior Deputy City Attorney Whitacre read the item into the record. Director John Norris explained the item. Public hearing was opened and there were no comments. Public hearing closed.

Motion: To approve Ordinance 2024-112 on first reading and set second reading to June 26, 2024.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Carter

8. Plat Exemption Petition (PE23-0001) Parcels 1 and 2, Seven K's Plat (Coral Landings III) (Tina Jou)

Request to hold a public hearing to approve the petition of Michael Marshall of Nelson Mullins on behalf of SVAP III Coral Landings, LLC for a Plat Exemption pursuant to Section 202(c)(5) Platting Requirements to subdivide parcels within previously developed and established commercial center, located at 6166-6210 W Sample Road, legally described as Parcels 1 and 2, Seven K's Plat (Plat Book 163, Page 11); approve Release of the 1997 Agreement for the Combination of Platted Lots Into One Building Site (recorded in Book 27618 Page 861); approve Unity of Control between City of Coral Springs and SVAP III Coral Springs, LLC; and adopt Resolution 2024-106 approving PE23-0001.
Funding Source: Not Applicable.
Strategic Goal: A Thriving, Resilient Business Community.
(REQUEST TO HOLD PUBLIC HEARING, APPROVE AND ADOPT)

Senior Deputy City Attorney Whitacre read the item into the record. Assistant Director Tina Jou explained the item. Applicant representative, Sophie Labarge, of Nelson Mullins introduced herself. Public hearing was opened and there were no comments. Public hearing closed.

Motion: To adopt Resolution 2024-106 approving PE23-0001.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Bowen

Consent

Motion: To approve Consent items 9, 10, 11, 12, 14, 15, 16, 17, 18 and 19.
Result: Passed (Unanimously)
Mover: Mayor Brook
Seconder: Commissioner Simmons

9. Minutes Approval (Georgia Elliott)

Request to approve the City Commission meeting minutes May 15, 2024 Regular Meeting.
(REQUEST TO APPROVE)

10. Facility Security Systems, Equipment and Software Related Services (Glauber Ribeiro)

Request to approve the increase of the not to exceed annual expenditure from $45,000 to $350,000 to Sourcewell Contract #030421-CTL for Facility Security Systems, Equipment and Software Related Services to **Convergint Technologies, LLC** of Schaumburg, Illinois from June 5, 2024 through April 22, 2025 with option to renew for one (1) additional one (1) year period; and to authorize the Purchasing Manager to execute and approve the renewal.
Funding Source: Approved ARPA and Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, AUTHORIZE)

11. Maintenance and Repair of Building Automation Systems (John Norris)
Request to award the agreement for Maintenance and Repair of Building Automation Systems to **Design Controls, Inc. d/b/a Albireo Energy, LLC** of Oakland Park, Florida from June 5, 2024 to June 4, 2027 with the option to renew for one (1) additional three (3) year period. The not to exceed annual expenditure is $200,000.
Funding Source: Approved Operating Budget and Capital Budget.
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization.
(REQUEST TO AWARD)

12. Surficial Wellfield Rehabilitation Program (John Norris)
Request to award Surficial Wellfield Rehabilitation Program utilizing the Town of Jupiter, Florida Invitation to Bid No. W2412 to **Centerline Drilling, Inc.** of West Palm Beach, Florida from June 5, 2024 through March 18, 2025 with the option to renew for two (2) additional one (1) year terms; and to authorize the Purchasing Manager to execute and approve the renewals. The estimated annual expenditure is $250,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

13. Proclamation, Men's Health Month (Chris Bator)
Request that the City Commission proclaim June 2024 as "Men's Health Month" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

This item was pulled from the Consent Agenda.

Motion: To proclaim June 2024 as "Men's Health Month" in the City of Coral Springs.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Carter

14. Proclamation, Code Compliance Appreciation Week (Julie Krolak)
Request that the City Commission proclaim the week of June 3-7, 2024 as "Code Compliance Appreciation Week" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

15. Interlocal Agreement, Coral Springs Community Redevelopment Agency (CRA) for Funding of the Coral Springs Museum of Art Lease (Kristi Bartlett)
Request to approve the interlocal agreement between the City and the Coral Springs Community Redevelopment Agency (CRA) for funding of the Coral Springs Museum of Art lease.
Funding Source: Community Redevelopment Agency.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

16. Cities Forward Cooperation Charter with the City of Freeport (Andrea Lemaitre)
Request to approve the Cities Forward Cooperation Charter with the City of Freeport.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

17. **Facility Optimization and Recreation Master Planning Services (Robert Hunter)**
Request to award LOI #24-A-178 Facility Optimization and Recreation Master Planning Services to **Sports Facilities Development, LLC** of Clearwater, Florida for the initial phase in the amount of $150,500 with an additional $5,000 for travel expenses for a total of $155,500; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Active, Healthy Community.
(REQUEST TO AWARD, AUTHORIZE)

18. **Amendment to the Turtle Run Foundation Agreement (Robert Hunter)**
Request to approve the amendment to the Turtle Run Foundation Agreement, originally approved by the City Commission on April 3, 2024. Recently, the Turtle Run Foundation Board elected a new President. After reviewing the current agreement, it was decided to change the donation amount from $70,000 to $65,000 to match the Turtle Run Community Development District.
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE)

19. **Use of Forfeiture Funds (Chief McKeone)**
Request to authorize the use of $125,000 in Law Enforcement Trust Funds to cover training costs for all sworn members.
Funding Source: Receiving Forfeiture to Expend.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AUTHORIZE)

Policy Formation and Direction

20. **Ordinance 2024-111, Second Reading, Historic Preservation (LDA24-0001) (Julie Krolak)** Request to approve and adopt on second reading Ordinance 2024-111, creating and amending various sections of the Land Development Code of the City of Coral Springs to establish and provide procedures for a Historic Preservation Board; providing for conflicts; providing for severability; providing for codification; and providing for an effective date. First reading held May 15, 2024. (LDA24-0001)
Funding Source: Not Applicable.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE, ADOPT)

Senior Deputy City Attorney Whitacre read the item into the record.

Motion: To approve and adopt Ordinance 2024-111 on second reading.
Result: Passed (Unanimously)
Mover: Commissioner Carter
Seconder: Commissioner Simmons

21. **General Professional Engineering/Architect Services (John Norris)**
Request to amend contract for General Professional Engineering/Architect Services, LOI 20-B-298 to include Broward County's Transportation Surtax Addendum for Municipal Consultant Contract to the following firms: 1) **Kimley-Horn and Associates, Inc.**, Plantation, Florida; and 2) **Stantec Consulting Services, Inc.**, Deerfield Beach, Florida. Services are from December 20, 2023 through December 1, 2025, with one (1) additional two (2) year renewal.

Funding Source: Mobility Advancement Program (Receiving Grant to Expend).
Strategic Goal: A Family-Friendly Community.
(REQUEST TO AMEND)

Director John Norris explained the item.

Motion: To amend the contract.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Carter

22. Body Cameras, Tasers, and Drones (Chief McKeone)
Request to waive the competitive procurement process consistent with Section 2-305.1(6) of the City Procurement Code and award the contract for Body Cameras, Tasers and Drones to **Axon Enterprise, Inc**. of Scottsdale, Arizona from June 5, 2024 through September 30, 2029. This is a five-year total cost not to exceed $5,500,000.
Funding Source: Approved Operating and Approved Capital Budget.
Strategic Goal: An Innovative, High Performing and Sustainable Organization.
(REQUEST TO AWARD)

Deputy Chief Ryan Gallagher explained the item. Discussion ensued.

Motion: To award the contract.
Result: Passed (Unanimously)
Mover: Commissioner Carter
Seconder: Commissioner Simmons

23. Appointment, Nuisance Abatement Board (Chief McKeone)
Request to consider appointment of Mario Marcano to the Nuisance Abatement Board.
(REQUEST TO APPOINT)

Motion: To appoint Mario Marcano to the Nuisance Abatement Board.
Result: Passed (Unanimously)
Mover: Mayor Brook
Seconder: Commissioner Carter

24. Appointment, Community Involved Government Committee (Kathy Reul)
Request to consider appointment of Kervens Dabresil to the Community Involved Government Committee.
(REQUEST TO APPOINT)

Motion: To appoint Kervens Dabresil to the Community Involved Government Committee.
Result: Passed (Unanimously)
Mover: Mayor Brook
Seconder: Commissioner Simmons

25. Appointment, Multicultural Advisory Committee (Kathy Reul)
Request to consider the appointment of Lauren Goldstein to the Multicultural Advisory Committee.
(REQUEST TO APPOINT)

Motion: To appoint Lauren Goldstein to the Multicultural Advisory Committee.
Result: Passed (Unanimously)

Mover: Commissioner Carter
Seconder: Commissioner Bowen

Commission Communications

- The commissioners announced office hours and provided contact information.
- Condolences were extended to the family of Chester Just.
- The class of 2024 was congratulated.
- The commissioners highlighted city and community events and programs.
- Topics discussed during Public Comment were addressed.
- Senior Deputy City Attorney Whitacre provided clarification regarding the RFP process.
- Mayor Brook noted a discussion with Rod Sheldon.
- There was consensus for Commissioner Simmons to attend the White House Juneteenth event on June 10 in his capacity as a commissioner. Commissioner Bowen noted she would be attending in her capacity as a commissioner as well.
- Viewpoints were shared on comments made by a Florida congressman on the Jim Crow laws era.
- Dr. Katherine Stubblefield was welcomed to the city.

City Manager's Communication

City Manager Babinec highlighted Law Enforcement Officer Tom Blanchard for being recognized with the NESA Outstanding Eagle Scout Award. He announced June events and reviewed upcoming City Commission meeting dates.

City Attorney's Communication

26. Settlement Agreement and Release with the School Board of Broward County, Florida (John Hearn)

Senior Deputy City Attorney Whitacre explained the item.

Motion: To approve the settlement agreement and release.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Carter

Adjournment

There being no further business, the meeting was adjourned at 8:09 p.m.

_____
Georgia Elliott, CMC
City Clerk

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

Summary Sheet

Agenda Item: 12.

Meeting Date: June 26, 2024

Subject: Resolution 2024-029, FDOT and Cornerstone Funding and Landscape Maintenance Agreements (Julie Krolak)

Requested Action: Request to approve Resolution 2024-029 authorizing the appropriate city officials to execute Amendment One to the Landscape/Hardscape Maintenance Memorandum of Agreement (LMMOA) with the Florida Department of Transportation (FDOT) for the design, construction, and maintenance of right-of-way improvements to University Drive, between Sample Road and NW 32nd Street; and authorize City staff to transmit the resolution and agreement to FDOT. (CON24-0007)
Funding Source: No Cost to the City.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE, AUTHORIZE, TRANSMIT)

Request to approve Maintenance Agreement between City of Coral Springs and MCREF III Coral Springs Apartments, LLC for University Drive right-of-way improvements (FDOT Permit No. 2023-L-491-00008). (CON24-0007)
Funding Source: No Cost to the City.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE)

Request to approve Maintenance Agreement between City of Coral Springs and MCREF III Coral Springs Apartments, LLC for University Drive right-of-way improvements (FDOT Permit No. 432066-7-52-01 and 432066-7-52-02). (CON24-0007)
Funding Source: No Cost to the City.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE).

Funding Source: Not Applicable

Placement: Consent

Attachments: Summary Sheet
#1 - Resolution 2024-029 with FDOT Agreement
#2 - Maintenance Agreement MCREF III CS Apts 2023-L-491-00008
#3 - Maintenance Agreement MCREF III CS Apts 432066-7-52-01 & 432066-7-52-02

Presenting: Julie Krolak

Meeting June 26, 2024

City of Coral Springs

Department: Development Services/ Community Development

City Commission Meeting Agenda Item Summary Sheet

Initiated By: Julie Krolak

DOC ID:1861

SUBJECT: Resolution 2024-029: FDOT and Cornerstone Funding and Landscape Maintenance Agreement

PLACEMENT: Consent

REQUESTED ACTION: Request to approve Resolution 2024-029 authorizing the appropriate city officials to execute Amendment One to the Landscape/Hardscape Maintenance Memorandum of Agreement (LMMOA) with the Florida Department of Transportation (FDOT) for the design, constructions and maintenance of right-of-way improvements to University Drive, between Sample Road and NW 32nd Street; and authorize City staff to transmit the resolution and agreement to FDOT. Funding Source: No Cost to the City. Strategic Goal: An Attractive Community. (CON24-0007) (REQUEST TO APPROVE, AUTHORIZE, TRANSMIT)

Request to approve Maintenance Agreement between City of Coral Springs and MCREF III Coral Springs Apartments, LLC for University Drive right-of-way improvements (FDOT Permit No. 2023-L-491-00008). Funding Source: No Cost to the City. Strategic Goal: An Attractive Community. (CON24-0007) (REQUEST TO APPROVE).

Request to approve Maintenance Agreement between City of Coral Springs and MCREF III Coral Springs Apartments, LLC for University Drive right-of-way improvements (FDOT Permit No. 432066-7-52-01 and 432066-7-52-02). Funding Source: No Cost to the City. Strategic Goal: An Attractive Community. (CON24-0007) (REQUEST TO APPROVE).

PRIOR ACTION:

02/07/2024 Commission approved Tri-party Revocable License Agreement between Broward County, MCREF MFR 1 Coral Springs II LLC, and City of Coral Springs for maintenance and repair of improvements along Sample Road.

12/02/2020 Commission approved Resolution 2020-041 approving a Locally Funded Agreement (LFA), Landscape/Hardscape Agreement and Three Party Escrow Agreement with the Florida Department of Transportation (FDOT) to construct right-of-way improvements for the Cornerstone Development along University Drive.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

1. **APPROVE RESOLUTION 2024-029 APPROVING AMENDMENT ONE TO THE LANDSCAPE/HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (LMMOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CONSTUCT INFRASTRUCTURE IMPROVEMENTS ALONG UNIVERSITY DRIVE ON THE BEHALF OF MCREF III CORAL SPRINGS APARTMENTS, LLC;**
2. **AUTHORIZE CITY STAFF TO TANSMIT THE RESOLUTION AND AGREEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORATION;**
3. **APPROVE MAINTENANCE AGREEMENT BETWEEN CITY OF CORAL SPRINGS AND MCREF III CORAL SPRINGS APARTMENTS, LLC FOR UNIVERSITY DRIVE RIGHT-OF-WAY IMPROVEMENTS (FDOT PERMIT NO. 2023-L-491-00008); AND**
4. **APPROVE MAINTENANCE AGREEMENT BETWEEN CITY OF CORAL SPRINGS AND MCREF III CORAL SPRINGS APARTMENTS, LLC FOR UNIVERSITY DRIVE RIGHT-OF-WAY IMPROVEMENTS (FDOT PERMIT NO. 432066-7-52-01 AND 432066-7-52-02).**

ATTACHMENTS:

#1 – Resolution 2024-029 with FDOT Agreement
#2 – Maintenance Agreement with MCREF III Coral Springs Apartments, LLC (Permit 2023-L-491-00008)
#3 – Maintenance Agreement with MCREF III Coral Springs Apartments, LLC (Permit 432066-7-52-01 & 432066-7-52-02)

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: June 26, 2024

Subject: Resolution 2024-029, FDOT and Cornerstone Landscape Maintenance Agreements

BACKGROUND

La Boca Partners, LLC received approval to construct a mixed-use development at the southwest corner of University Drive and Sample Road, known as Cornerstone Downtown Coral Springs ("Cornerstone"). The project includes a mix of retail/commercial, restaurants, hotel, and residential apartments. MCREF III Coral Springs Apartments, LLC ("Mill Creek") purchased the north and south parcels and recently commenced construction on the North Block with anticipated completion in 2025. The property owner was required to dedicate a portion of the property along University Drive to FDOT as an easement to comply with the Broward County Trafficways Plan. The dedication and easement are utilized for right-of-way improvements, including drainage, sidewalk, traffic control devices, transit facilities, utilities, and landscaping.

ANALYSIS

In 2021, the La Boca Partners, LLC and FDOT agreed to FDOT construction of the right-of-way improvements with La Boca Partners reimbursing for their costs. FDOT is prevented by law from entering into agreements with private entities. Therefore, a Locally Funded Agreement (LFA) between the City and FDOT was required. As part of the agreement, the City was obligated to fund the improvements within the dedicated right-of-way of University Drive. A separate agreement between the City and the developer was also executed to require advance funds to the City in order to pass-through to FDOT for anticipated expenses for construction of the right-of-way improvements.

Mill Creek is required to construct additional right-of-way improvements along University Drive, which requires an amendment to the original Landscape Maintenance Memorandum of Agreement with FDOT and the developer. Similar to the previous agreements, FDOT will construct the improvements with Mill Creek reimbursing for their costs.

The City Attorney's Office has approved the agreements as to form.

CONCLUSION

Staff recommends approval of Resolution 2024-029, authorizing City officials to enter into Amendment One of the Locally Funded Agreement with FDOT for additional improvements within the right-of-way along University Drive and execute agreements with MCREF III Coral Springs Apartments, LLC.

RESOLUTION 2024-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AMENDMENT TO THE LANDSCAPE/HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Coral Springs and the Florida Department of Transportation ("FDOT") entered into a Landscape Maintenance Memorandum of Understanding ("Agreement") dated November 15, 2021 for the purpose of the City maintaining landscape improvements on State Road 817 (University Drive); and

WHEREAS, the Department requires the City to enter into an Amendment to the Agreement in order to install and maintain additional landscaping improvements on rights-of-way owned by the Department; and

WHEREAS, the City Commission finds that authorizing the appropriate City officials to execute the Amendment to the Agreement between the City and the Department is in the best interests of the citizens of Coral Springs;

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 appropriate City officials are hereby authorized to execute the Amendment to the Agreement between the City of Coral Springs and the State of Florida Department of Transportation, attached hereto and incorporated herein as Exhibit "A."

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ___
Motion /2nd

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

SECTION:	**86220000**
STATE ROAD:	**817**
COUNTY:	**Broward**
PERMIT:	**2023-L-491-00008**

AMENDMENT NUMBER ONE (1) TO
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number One (1) to the Agreement dated **November 15, 2021,** made and entered into this _____ day of _____ 20_____ by and between the State of Florida Department of Transportation, hereinafter called the **DEPARTMENT**, and the **CITY OF CORAL SPRINGS**, a municipal subdivision of the State of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H

WHEREAS, the DEPARTMENT has jurisdiction over State Road 817 (University Drive) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the AGENCY seeks to have installed by permit and to maintain certain landscape improvements within the right of way of State Road 817 (University Drive) as described within **Exhibit "B"**; and

WHEREAS, the parties entered into a Landscape/ Hardscape Maintenance Memorandum of Agreement dated January 4, 2021 for the purpose of the AGENCY maintaining the hardscape improvements installed by the DEPARTMENT during project 432066-7-52-01 on State Road 817 (University Drive) from M.P. 20.957 to M.P. 21.026; and,

WHEREAS, the parties also entered into a Landscape Maintenance Memorandum of Agreement dated November 15, 2021 for the purpose of the AGENCY maintaining improvements installed with permit 2020-L-491-00012 on State Road 817 (University Drive) from M.P. 20.880 to M.P. 20.947; and,

WHEREAS, the purpose of this Amendment is to extend the limits of the November 15, 2021 agreement, and for the AGENCY to maintain additional landscape and hardscape to be installed with permit 2023-L-491-00008 on State Road 817 (University Drive) from M.P. 20.948 to M.P 21.003, in accordance with the above referenced Agreements; and,

WHEREAS, the AGENCY, by Resolution No._____ dated_____, attached hereto and by this reference made a part hereof, desires to enter into this Amendment and authorized its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to paragraph 7, page 6 of the Landscape Maintenance Memorandum of Agreement for State Road 817 (University Drive) dated November 15, 2021, the DEPARTMENT will allow an adjacent property owner to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road 817 (University Drive) from M.P. 20.948 to M.P 21.003 in accordance with the plans attached as **Exhibit "B".**

2. The AGENCY shall agree to maintain the additional landscape improvements in this Amendment described above according to the Maintenance Plan (Exhibit "C") of the November 15, 2021 agreement, and as follows:

   A. The planting beds were designed with large masses of low to medium height shrubs, grasses, and groundcovers with small groupings of accent plants to create a space that is neat, yet natural in appearance, with pops of interest throughout. By allowing most shrubs to grow to their full potential, maintenance should be minimal within the following parameters (see below).

   B. Live oaks are intended to be maintained at mature height and spread with a minimum of 8.5' clear trunk along pedestrian walks, and 14.5' clear trunk along vehicular passageways, for clear sight window and vertical clear zone requirements.

   C. Remove suckering growth from base and clear trunk areas of Live oak trees monthly.

   D. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

   E. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

   F. Do not remove fronds from Royal palms, unless damaged. Thatch palms and Sylvester palms shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a Sylvester palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.

   G. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 4" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.

   H. Maintain the vertical height of:
      a. Ornamental peanut between 6" and 12", full to ground.
      b. Horizontal cocoplum between 18" and 24", full to ground.
      c. Coonties should be left to grow to mature height, full to ground.

d. Muhly grass should be left to grow to mature height. Trim down to 12" one time per year in late winter.
e. Queen Emma crinum should be left to grow to mature height. Remove spent flowers and keep off-shoots in check to maintain the same number of plants on plan.
f. False agaves should be left to grow to mature height.

I. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.

J. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

K. Concrete pavers shall be inspected on a bi-monthly basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice-yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a bi-monthly basis to keep those areas free of weeds.

L. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries
Exhibit B: Landscape Improvement Plans

In Witness whereof, the parties hereto have executed with this Amendment effective the day and year written above.

CITY OF CORAL SPRINGS

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Town Clerk

Legal Approval: Sherry Whitacre
Senior Deputy City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION:	**86220000**
STATE ROAD:	**817**
COUNTY:	**Broward**
PERMIT:	**2023-L-491-00008**

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE OF NOVEMBER 15, 2021 AGREEMENT:

State Road 817 (University Drive) from M.P. 20.880 to M.P. 20.947

II. LIMITS OF MAINTENANCE FOR THIS LANDSCAPE PERMIT PROJECT:

State Road 817 (University Drive) from M.P. 20.948 to M.P 21.003

III. FULL MAINTENANCE LIMITS PER THIS AMENDMENT:

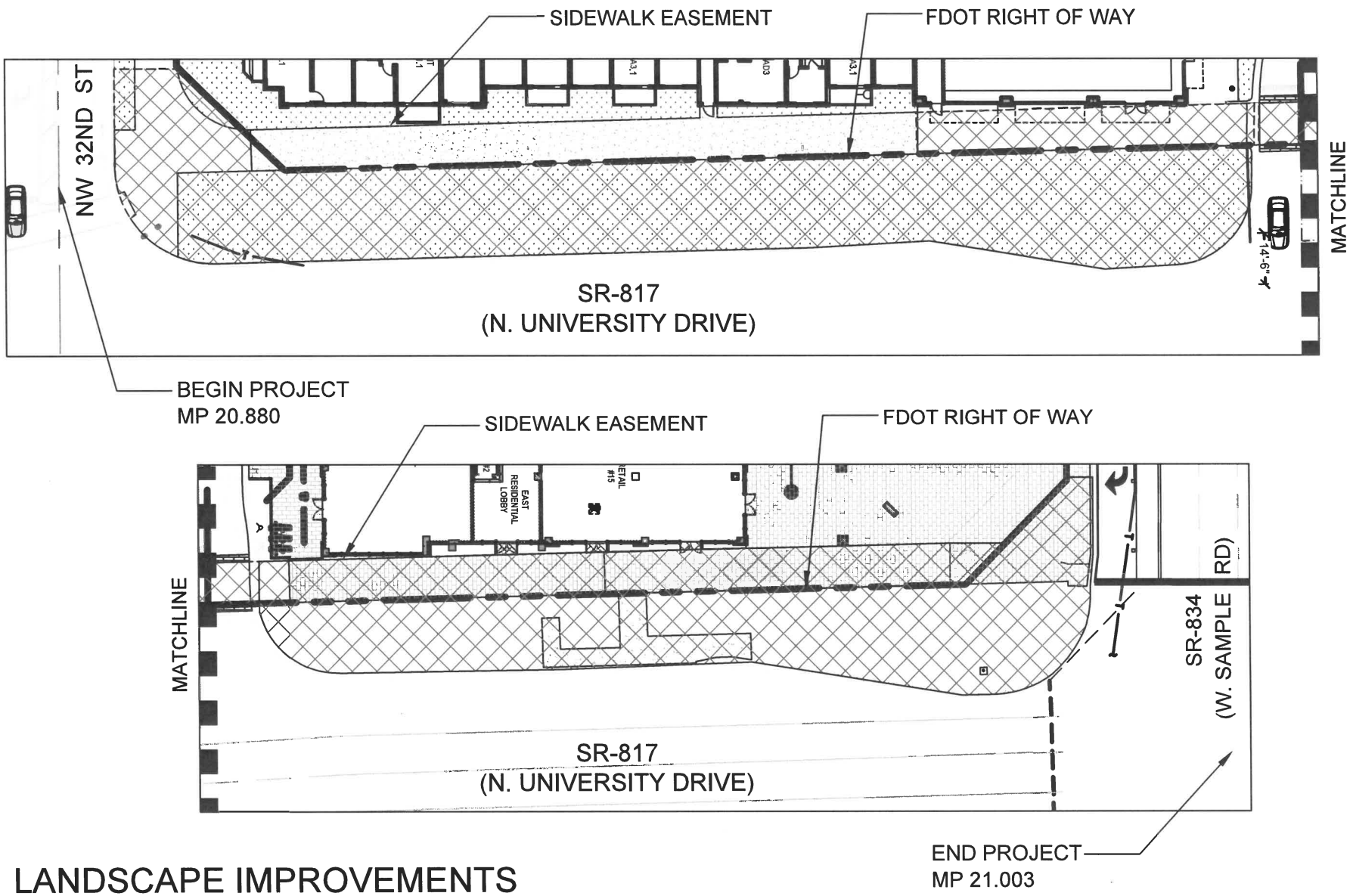
State Road 817 (University Drive) from M.P. 20.880 to M.P 21.003

IV. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES MAP:

See Attached *

*All limits of the original agreement and amendments shall apply

S:\Transportation Development Design\In House Design\Landscape Architecture 2 - MSHDA\Coral Springs\US 5\817 2023\L-491-00008\Corrections\US 5\817 2023 L-491 00008 final.docx



LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP

LIMITS OF MAINTENANCE BY THE CITY OF CORAL SPRINGS

FDOT PERMIT #'s: 2020-L-491-00012
2023-L-491-00008

SCALE: 1"=40'-00"

0' 20' 40' 80'

NORTH

SECTION: 86220000
STATE ROAD: 817
COUNTY: Broward
PERMIT: 2023-L-491-00008

EXHIBIT B

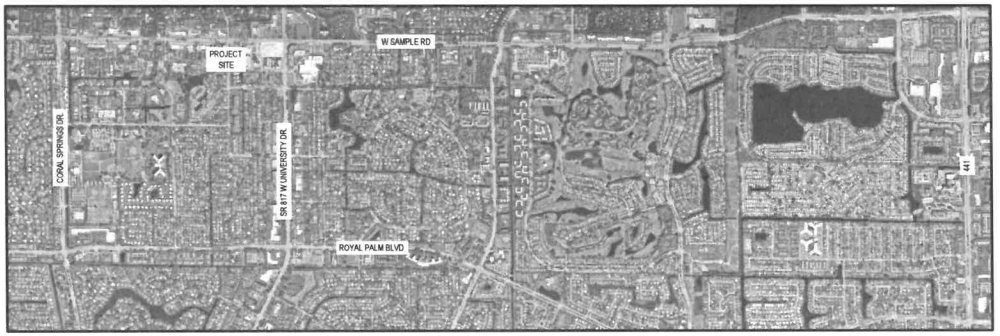
LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Hugh Johnson, RLA
Architectural Alliance Landscape

Date: July 19, 2023
Sheets: CS-1
LP-1 to 6
IR-1 to 3

S:\Transportation Development\Design\In House Design Landscape Architecture 2 - MMO\Coral Springs\US 827\FI 2023-L-491-00008 Landscape\US 827 2023-L-491-00008 final.docx



NORTH

SHEET INDEX

CS-1	COVER SHEET
LP-1	LANDSCAPE PLAN
LP-2	LANDSCAPE SCHEDULE AND NOTES
LP-3	LANDSCAPE DETAILS
LP-4	LANDSCAPE DETAILS
LP-5	LANDSCAPE DETAILS
LP-6	LANDSCAPE DETAILS
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION DETAILS AND SCHEDULE
IR-3	IRRIGATION NOTES

SCOPE OF WORK

STATE ROAD NO: 817 (UNIVERSITY DRIVE)
BEGIN PROJECT MP 20.948 AND END PROJECT MP 21.003

DESIGN STANDARDS

1. GOVERNING STANDARD PLANS:
   Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website:
   https://www.fdot.gov/design/standardplans
2. GOVERNING STANDARD SPECTIFICATIONS:
   Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website:
   https://www.fdot.gov/programmanagement/implemented/specbooks

ROADWAY DESIGN SPEED FOR SR-817 = 45 MPH

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

PERMIT NUMBER:
2023-L-491-00008

AAL
Architectural Alliance Landscape
812 SW 4th Ave, Fort Lauderdale FL 33315 LC0000527
TEL: 954-761-8888 EMAIL:

HIGHLY SPECIFIC ARCHITECT LANDSCAPE ARCHITECT STATE OF FLORIDA

FDOT COMMENTS 4-18-2023

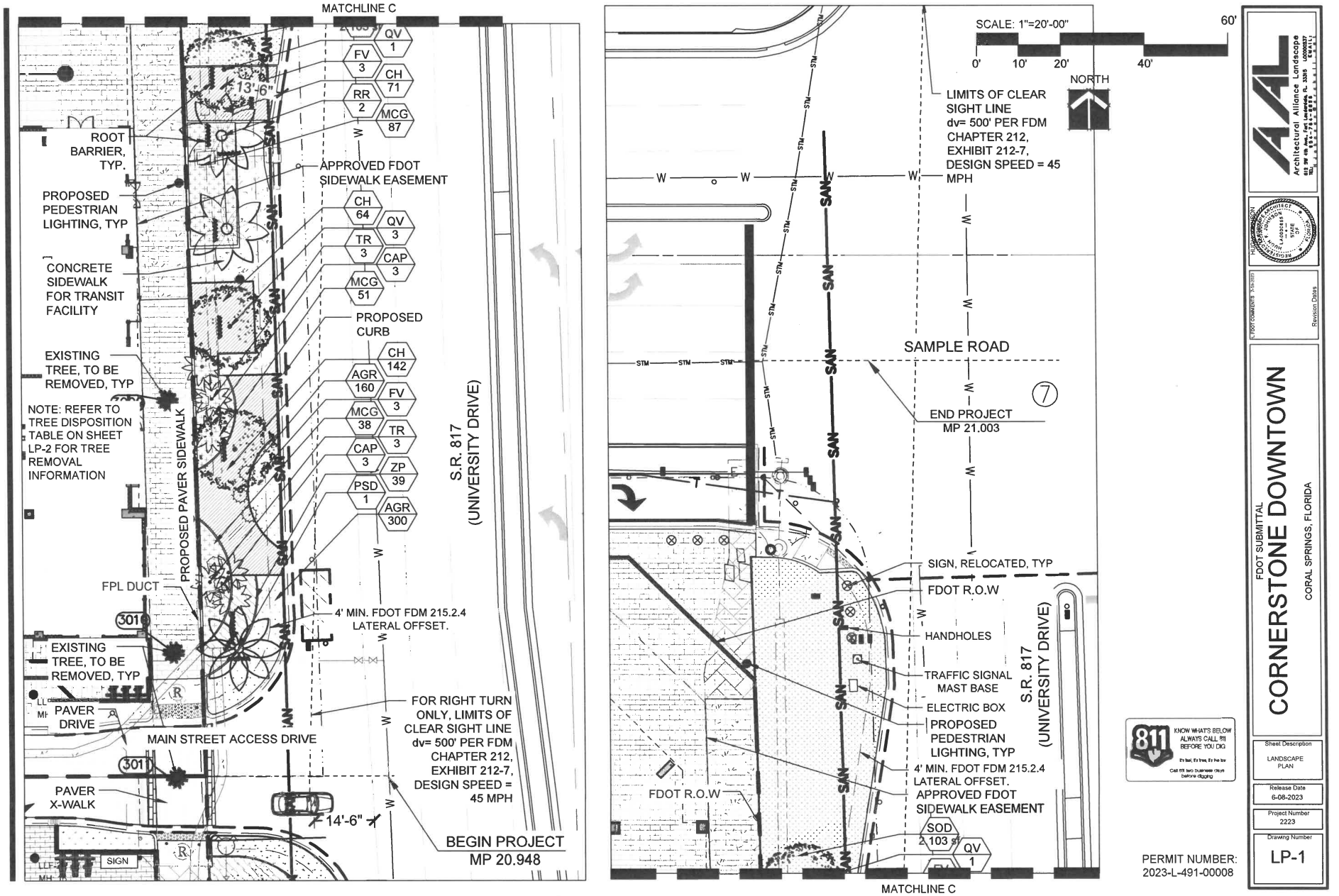
Revision Dates

FDOT SUBMITTAL

CORNERSTONE DOWNTOWN

CORAL SPRINGS, FLORIDA

Sheet Description: COVER SHEET
Release Date: 6-08-2023
Project Number: 2223
Drawing Number: CS-1



811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

PERMIT NUMBER: 2023-L-491-00008

Architectural Alliance Landscape

FDOT SUBMITTAL

CORNERSTONE DOWNTOWN

CORAL SPRINGS, FLORIDA

Revision Dates

FDOT COMMENTS 7-15-2023

Sheet Description: LANDSCAPE PLAN

Release Date: 6-08-2023

Project Number: 2223

Drawing Number: LP-1

PLANT SCHEDULE ROW

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	
QV	11	QUERCUS VIRGINIANA	LIVE OAK	FG/B&B	3.5" CAL	16' HT X 7' SPR, 7' CT	YES	HIGH	
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	
PSD	2	PHOENIX SYLVESTRIS	WILD DATE PALM	FG/B&B		12' CT., MATCHED HEIGHTS	NO	HIGH	
RR	3	ROYSTONEA REGIA	ROYAL PALM	FG/B&B		12' GW, MATCHED OA HEIGHTS	YES	MEDIUM	
TR	26	THRINAX RADIATA	FLORIDA THATCH PALM	25 GAL		7' O.A. HT.	YES	HIGH	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	
CAP	21	CRINUM AUGUSTUM 'QUEEN EMMA'	'QUEEN EMMA' CRINUM			36" HT. X 30" SPR.	NO	HIGH	
FV	26	FURCRAEA GIGANTEA 'VARIEGATA'	FALSE AGAVE			36" HT. X 24" SPR.	NO	HIGH	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	SPACING
CHC	996	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM			20" HT. X 20" SPR, FULL	YES	MEDIUM	24" o.c.
CC	58	CODIAEUM VARIEGATUM 'CURLYBOY'	CURLYBOY CROTON			30"HT X 24"SPR	NO	MEDIUM	24" o.c.
ZP	149	ZAMIA PUMILA	COONTIE			18"HT X 18"SPR	YES	HIGH	24" o.c.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	SPACING
AGR	1,363	ARACHIS GLABRATA	PERENNIAL PEANUT			6" HT. X 12" SPR.	NO	HIGH	12" o.c.
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	SPACING
SOD	4,597 SF	STENOTAPHRUM SECUNDATUM 'FLORITAM'	'FLORITAM' ST. AUGUSTINE SOD	SOD			NO	MEDIUM	
TALL GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	SPACING
MCG	533	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS			24" HT. X 24" SPR.	YES	MEDIUM	24" o.c.

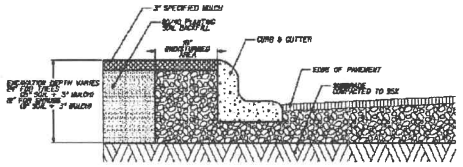
FDOT GENERAL NOTES

1. GOVERNING STANDARD PLANS:
   Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website: https://www.fdot.gov/design/standardplans
2. GOVERNING STANDARD SPECTIFICATIONS:
   Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website:
   https://www.fdot.gov/programmanagement/implemented/specbooks
3. CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO THE FDOT PROPERTY DURING DEMOLITION, RELOCATION &/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
4. ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT LANDSCAPE ARCHITECT.
6. ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIANS, DRIVEWAYS, OR ROADWAYS WITHIN THE FDOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 526.ONLINEREFERENCE:
   https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d_6
7. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED.
8. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE BROWARD OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

FDOT PLANTING NOTES

1. FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT MAINTENANCE SPECIFICATION 580. ONLINE REFERENCE:
   ssm5800000wd-722-17992.pdf (windows.net)
2. FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY REFER TO THE FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION.
   ONLINE REFERENCE:
   https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/dx/580-001.pdf?
3. IT IS RECOMMENDED THAT YOU VERIFY THE EXISTING SOIL CONDITIONS OF MEDIANS TO BE PLANTED PRIOR TO FINALIZING YOUR CONSTRUCTION DOCUMENTS. IF THE EXISTING SUB-GRADE IS COMPACTED ROAD BASE, IT IS RECOMMENDED THAT YOU SPECIFY REPLACEMENT WITH PLANTING SOIL, AS FOLLOWS:
   A. CONTRACTOR SHALL PRESERVE A CONTINUOUS BAND OF UNDISTURBED COMPACTED SUB-BASE 18" FROM THE BACK OF CURB (SEE DETAIL BELOW).
   B. CONTRACTOR SHALL INSURE THAT ALL UNSUITABLE SOIL INCLUDING CONCRETE, PAVEMENT, ROAD BASE, STONES OVER 3" DIAMETER AND ALL CONSTRUCTION DEBRIS, IS REMOVED FROM MEDIAN AREA TO BE PLANTED AND REPLACED WITH SPECIFIED PLANTING SOIL, E.G. 60% SAND AND 40% MUCK.
   C. AREAS TO BE PLANTED WITH SHRUBS AND/OR GROUND COVERS: REMOVE COMPACTED SOIL TO A DEPTH OF 12" AND REPLACE WITH SPECIFIED PLANTING SOIL. PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH AND 1" CLEAR FROM TOP OF CURB.
   D. PLANTING PITS FOR TREES AND PALMS: REMOVE COMPACTED SOIL WITHIN THE AREA OF EACH PLANTING PIT TO A DEPTH OF 24" FROM THE TOP OF CURB. PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH, AND 1" CLEAR FROM TOP OF CURB.
4. CYPRESS MULCH IS NOT PERMITTED ON THE FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.
5. SODDED AREAS WILL BE IN ACCORDANCE WITH DESIGN STANDARD INDEX 105 AND STANDARD SPECIFICATIONS SECTIONS 162, 570, 981, 982, 983, 987 OF THE DEPARTMENT'S LATEST EDITION OF GOVERNING DESIGN STANDARDS AND STANDARD SPECIFICATIONS. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.

Tree Number (BY FIELD)	Botanical Name	Common Name	DBH (inches)	Height (feet)	Canopy (feet)	Condition	Disposition	
3009	*Bucida buceras*	Black Olive	18"	20'	25'	55%	Remove	
3010	*Bucida buceras*	Black Olive	18"	25'	20'	40%	Remove	
3011	*Bucida buceras*	Black Olive	16"	15'	15'	50%	Remove	



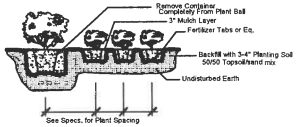
PERMIT NUMBER:
2023-L-491-00008

Architectural Alliance Landscape
611 SW 4th Ave, Fort Lauderdale, FL 33315
954-761-8880

Revision Dates
1. FDOT COMMENTS 7-18-2023

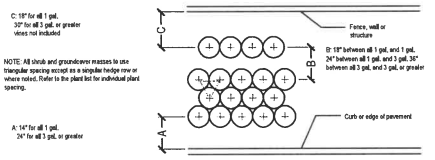
FDOT SUBMITTAL
CORNERSTONE DOWNTOWN
CORAL SPRINGS, FLORIDA

Sheet Description: LANDSCAPE SCHEDULE AND NOTES
Release Date: 6-08-2023
Project Number: 2223
Drawing Number: LP-2



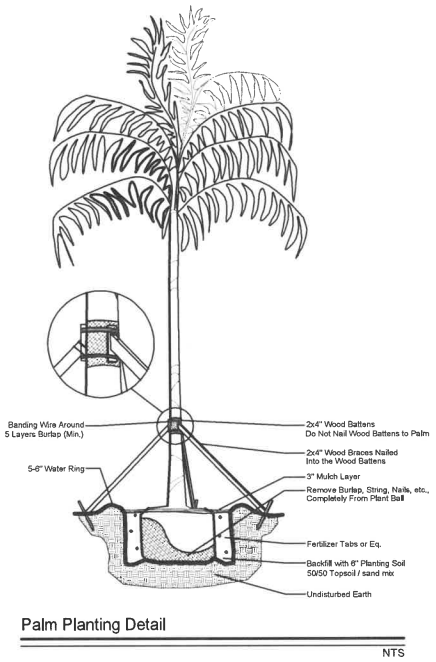
Shrub & Ground Cover Planting Detail

NTS



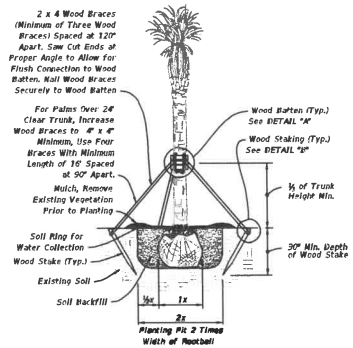
Typical Plant Spacing

NTS



Palm Planting Detail

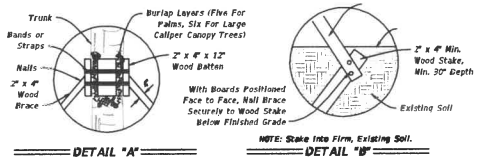
NTS



ELEVATION

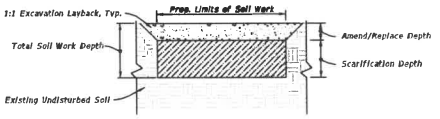
NOTE: May be used on large caliper canopy trees. adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

PALM PLANTING



DETAIL "A"

DETAIL "B"



(Typical Section)

LANDSCAPE SOIL WORK

PERMIT NUMBER:
2023-L-491-00008

Architectural Alliance Landscape
813 SW 4th Ave., Fort Lauderdale, FL. 33315
LC0000537
954-764-8989
Email:

FDOT SUBMITTAL

CORNERSTONE DOWNTOWN

CORAL SPRINGS, FLORIDA

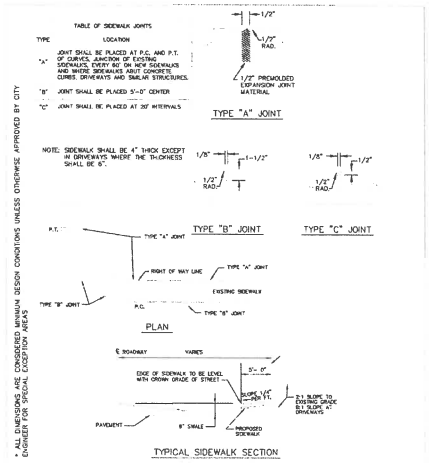
Revision Dates
FLDOT COMMENTS 5/16/2023

Sheet Description: LANDSCAPE DETAILS

Release Date: 6-08-2023

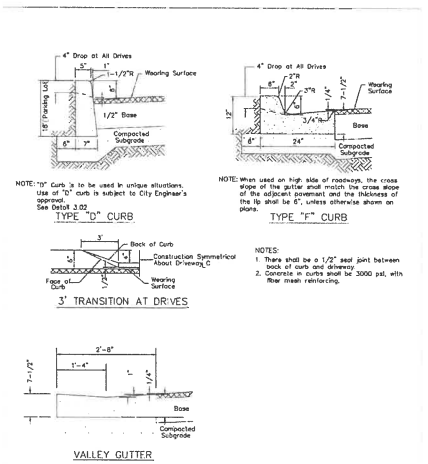
Project Number: 2223

Drawing Number: LP-3



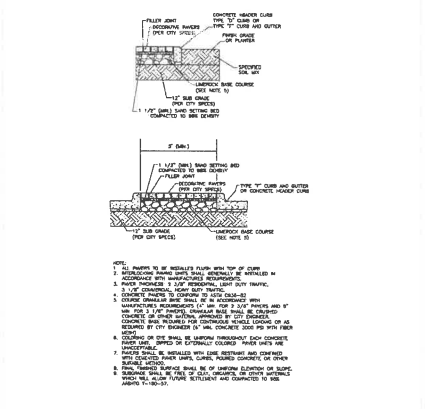
* ALL DIMENSIONS ARE CONSIDERED MINIMUM DESIGN CONDITIONS UNLESS OTHERWISE APPROVED BY CITY ENGINEER FOR SPECIAL EXCEPTION AREAS

STANDARD DETAILS			TYPICAL SIDEWALK CONSTRUCTION	
CORAL SPRINGS		MARCH 2008		LAST MODIFIED 07/2014
	NO.	DATE	REVISIONS	DETAIL NUMBER S-14 SHEET 1 OF 1



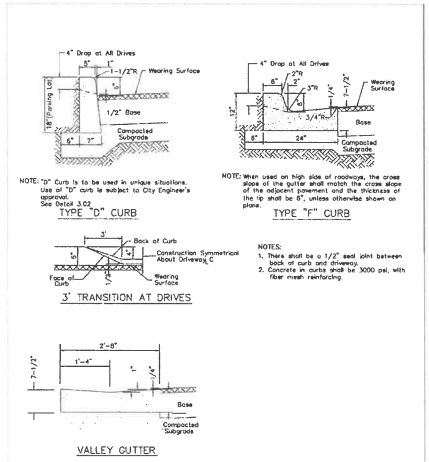
* ALL DIMENSIONS ARE CONSIDERED MINIMUM DESIGN CONDITIONS UNLESS OTHERWISE APPROVED BY CITY ENGINEER FOR SPECIAL EXCEPTION AREAS

STANDARD DETAILS			TYPICAL CURB CROSS SECTIONS	
CORAL SPRINGS		MARCH 2008		LAST MODIFIED 07/2014
	NO.	DATE	REVISIONS	DETAIL NUMBER S-4 SHEET 1 OF 1



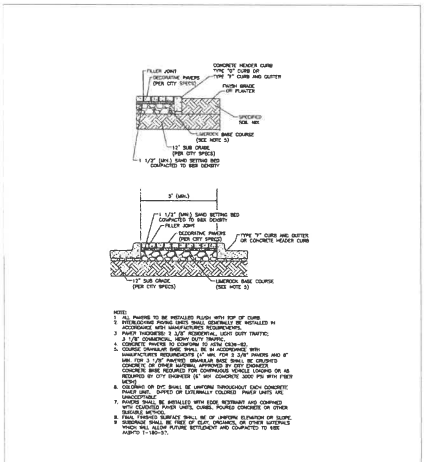
* ALL DIMENSIONS ARE CONSIDERED MINIMUM DESIGN CONDITIONS UNLESS OTHERWISE APPROVED BY CITY ENGINEER FOR SPECIAL EXCEPTION AREAS

STANDARD DETAILS			INTERLOCKING CONCRETE BLOCK PAVERS	
CORAL SPRINGS		MARCH 2008		LAST MODIFIED 07/2014
	NO.	DATE	REVISIONS	DETAIL NUMBER S-8 SHEET 1 OF 1



* ALL DIMENSIONS ARE CONSIDERED MINIMUM DESIGN CONDITIONS UNLESS OTHERWISE APPROVED BY CITY ENGINEER FOR SPECIAL EXCEPTION AREAS

STANDARD DETAILS			TYPICAL CURB CROSS SECTIONS	
CORAL SPRINGS		MARCH 2008		LAST MODIFIED 07/2014
	NO.	DATE	REVISIONS	DETAIL NUMBER S-4 SHEET 1 OF 1



* ALL DIMENSIONS ARE CONSIDERED MINIMUM DESIGN CONDITIONS UNLESS OTHERWISE APPROVED BY CITY ENGINEER FOR SPECIAL EXCEPTION AREAS

STANDARD DETAILS			INTERLOCKING CONCRETE BLOCK PAVERS	
CORAL SPRINGS		MARCH 2008		LAST MODIFIED 07/2014
	NO.	DATE	REVISIONS	DETAIL NUMBER S-8 SHEET 1 OF 1

Architectural Alliance Landscape
612 SW 4th Ave, Fort Lauderdale FL 33315 LC0000237
TEL: 954-764-8882 EMAIL:

Revision Dates

F. FDOT COMMENTS 7/28/2023

FDOT SUBMITTAL

CORNERSTONE DOWNTOWN

CORAL SPRINGS, FLORIDA

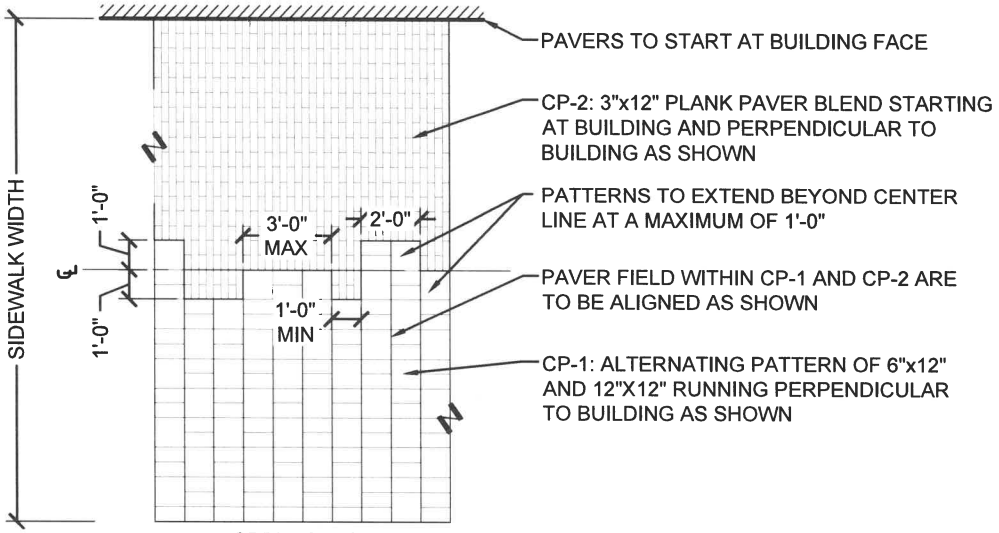
Sheet Description: LANDSCAPE DETAILS

Release Date: 6-08-2023

Project Number: 2223

Drawing Number: LP-4

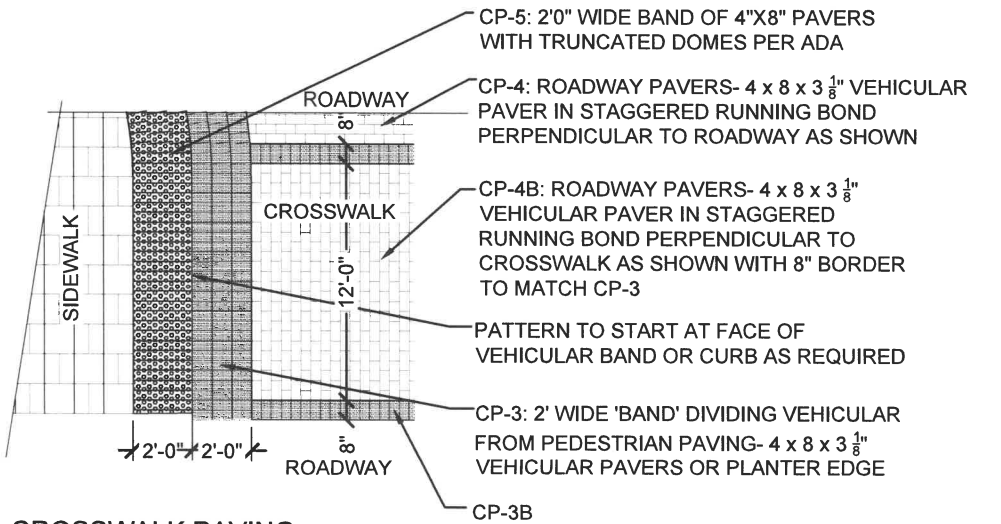
PERMIT NUMBER:
2023-L-491-00008



SIDEWALK PAVING

PLAN ENLARGEMENT

SCALE: 1/4" = 1'-0"



CROSSWALK PAVING

PLAN ENLARGEMENT

SCALE: 1/4" = 1'-0"

PERMIT NUMBER:
2023-L-491-00008

Architectural Alliance Landscape
Architecture, Inc.
LC26000727

FDOT SUBMITTAL

CORNERSTONE DOWNTOWN

CORAL SPRINGS, FLORIDA

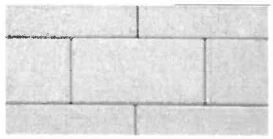
Revision Dates
FDOT COMMENTS 7-19-2023

Sheet Description: LANDSCAPE DETAILS

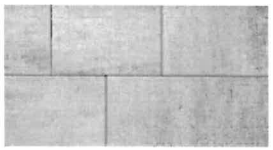
Release Date: 6-08-2023

Project Number: 2223

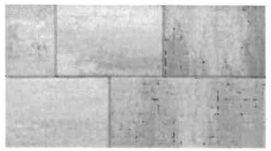
Drawing Number: LP-5



PEWTER



NAPOLI



TITANIUM

3"x12"

12"x6"

12"x12"

4" x 8" x 3 1/8"

MATERIAL SCHEDULE

KEY	DESCRIPTION	COLOR	FINISHES	SIZE / SPECIFICATION	REMARKS	SUPPLIER
CP-1	BELGARD PEDESTRIAN CONCRETE UNIT PAVER MODULINE SERIES	40% TITANIUM 60% NAPOLI	STANDARD	ALTERNATING PATTERN OF 6" x 12" x 2 3/8", 12" x 12" x 2 3/8" AS SHOWN	PATTERN TO START AT EDGE OF ROADWAY RUNNING IN NORTH-SOUTH ROWS AS SHOWN.	OLD CASTLE COASTAL.CONTACT FRANK GONZALEZ 954-972-7400. WWW.OLDCASTLECOASTAL.COM
CP-2	BELGARD PEDESTRIAN CONCRETE UNIT PAVER MODULINE SERIES	50% TITANIUM 50% PEWTER	STANDARD	3" x 12" x 2 3/8" PLANK PAVER RUNNING BOND PATTERN AS SHOWN	PATTERN TO ALIGN WITH CP-1 PAVERS PATTERN TO START AT EDGE OF BUILDING AS SHOWN.	OLD CASTLE COASTAL.CONTACT FRANK GONZALEZ 954-972-7400. WWW.OLDCASTLECOASTAL.COM
CP-3	BELGARD VEHICULAR CONCRETE UNIT PAVER	NAPOLI	STANDARD	4" x 8" x 3 1/8" SAND SET WITH BED AS REQ'D	24" WIDE BORDER- MITER CORNERS AVOID CUT PAVERS LESS THAN 1/2 WIDTH	OLD CASTLE COASTAL.CONTACT FRANK GONZALEZ 954-972-7400. WWW.OLDCASTLECOASTAL.COM
CP-3B	BELGARD VEHICULAR CONCRETE UNIT PAVER	TITANIUM	STANDARD	4" x 8" x 3 1/8" SAND SET WITH BED AS REQ'D	8" WIDE BORDER- MITER CORNERS AVOID CUT PAVERS LESS THAN 1/2 WIDTH	OLD CASTLE COASTAL.CONTACT FRANK GONZALEZ 954-972-7400. WWW.OLDCASTLECOASTAL.COM
CP-4	BELGARD VEHICULAR CONCRETE UNIT PAVER	TITANIUM	STANDARD	4" x 8" x 3 1/8" SAND SET WITH BED AS REQ'D	STAGGERED RUNNING BOND PERPENDICULAR TO ROAD AS SHOWN	OLD CASTLE COASTAL.CONTACT FRANK GONZALEZ 954-972-7400. WWW.OLDCASTLECOASTAL.COM
CP-4B	BELGARD VEHICULAR CONCRETE UNIT PAVER CROSSWALK PAVER	NAPOLI	STANDARD	4" x 8" x 3 1/8" SAND SET WITH BED AS REQ'D	STAGGERED RUNNING BOND PERPENDICULAR TO CROSSWALK AS SHOWN	OLD CASTLE COASTAL.CONTACT FRANK GONZALEZ 954-972-7400. WWW.OLDCASTLECOASTAL.COM
CP-5	BELGARD VEHICULAR CONCRETE UNIT PAVER TRUNCATED DOME PAVERS	NAPOLI	STANDARD	4" x 8" x 3 1/8" SAND SET WITH BED AS REQ'D WITH TRUNCATED DOMES PER ADA	24" WIDE BORDER- THREE ROWS AVOID CUT PAVERS LESS THAN 1/2 WIDTH	OLD CASTLE COASTAL.CONTACT FRANK GONZALEZ 954-972-7400. WWW.OLDCASTLECOASTAL.COM

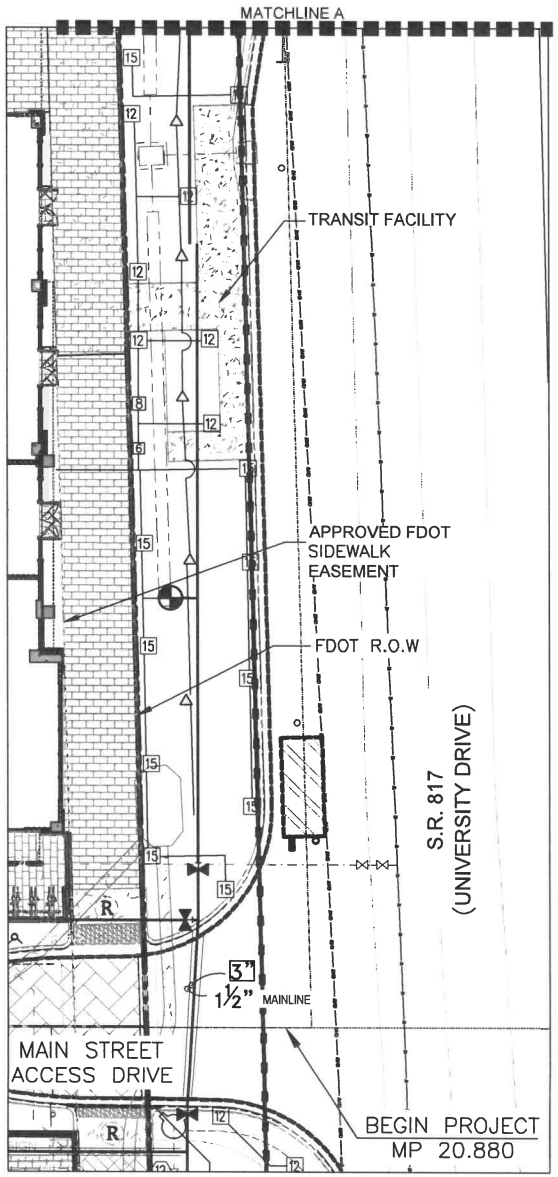
PERMIT NUMBER:
2023-L-491-00008

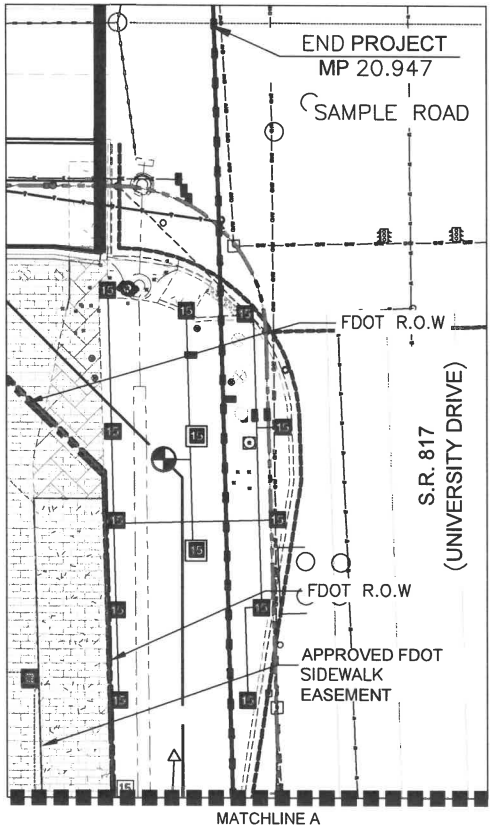
Architectural Alliance Landscape
413 SW 4th Ave Fort Lauderdale FL 33315 LC0000237
TEL: 954-761-8003 EMAIL:

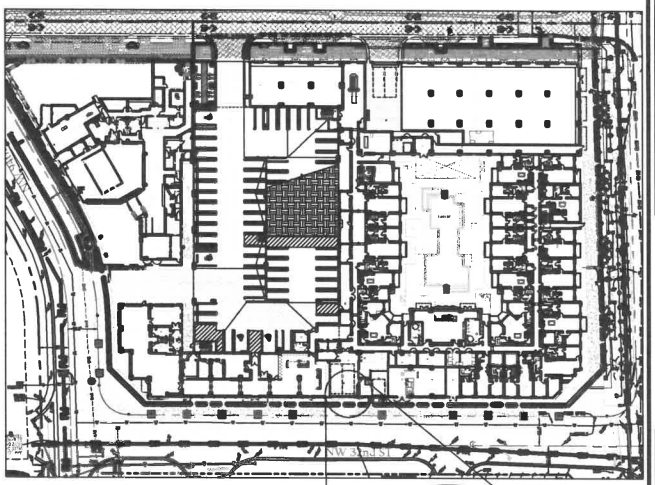
Revision Dates
1. FDOT COMMENTS 7-19-2023

FDOT SUBMITTAL
CORNERSTONE DOWNTOWN
CORAL SPRINGS, FLORIDA

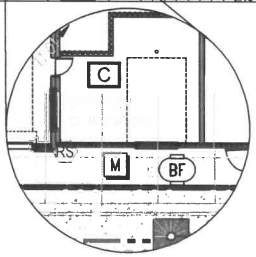
Sheet Description: LANDSCAPE DETAILS
Release Date: 6-08-2023
Project Number: 2223
Drawing Number: LP-6







OVERALL SITE PLAN
SCALE: 1" = 100'-0"



POC, BFPD,CONTROLLER & RAIN SENSOR LOCATION
SCALE: 1" = 20'-0"

FDOT IRRIGATION NOTES

1. THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
2. THE FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.
3. CONTRACTOR SHALL PROVIDE THE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG.

SCALE: 1"=20'-00"

0' 10' 20' 40' 60'

NORTH

PERMIT NUMBER:
2023-L-491-00008

Architecture| Alliance Landscape
813 SW 4th Ave, Fort Lauderdale, FL 33315 LC0000257
TEL: 1 (954) 761-8878 EMAIL:

FDOT COMMENTS 7/18/2023

Revision Dates

FDOT SUBMITTAL

CORNERSTONE DOWNTOWN

CORAL SPRINGS, FLORIDA

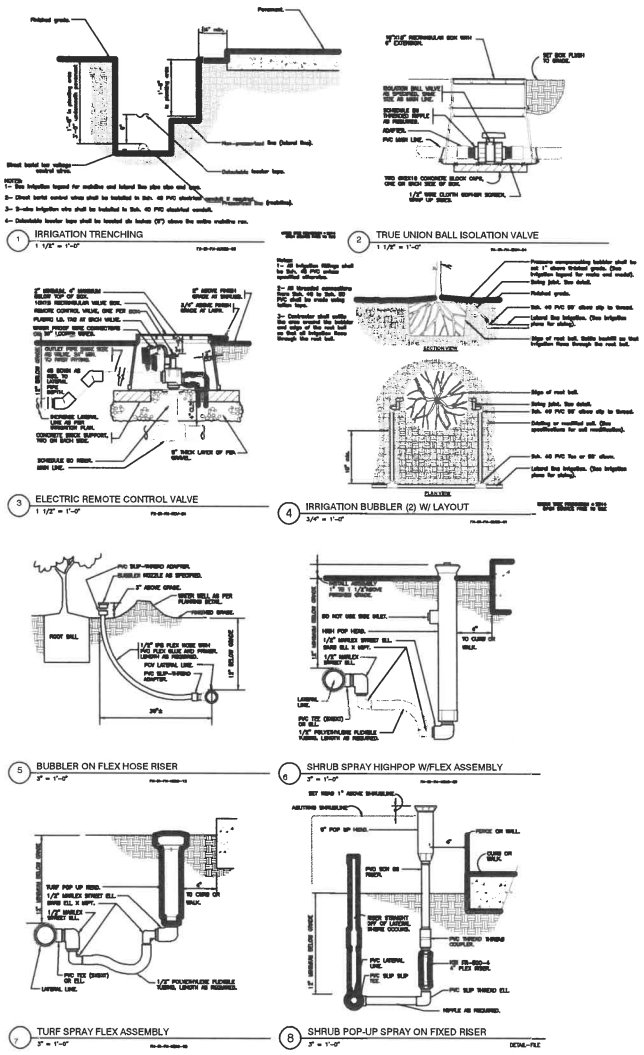
Sheet Description: IRRIGATION PLAN

Release Date: 6-08-2023

Project Number: 2223

Drawing Number: IR-1

SHEET 13 OF 16



1 IRRIGATION TRENCHING
1 1/2" = 1'-0"

2 TRUE UNION BALL ISOLATION VALVE
1 1/2" = 1'-0"

3 ELECTRIC REMOTE CONTROL VALVE
1 1/2" = 1'-0"

4 IRRIGATION BUBBLER (2) W/ LAYOUT
3/4" = 1'-0"

5 BUBBLER ON FLEX HOSE RISER
3" = 1'-0"

6 SHRUB SPRAY HIGHPOP W/FLEX ASSEMBLY
3" = 1'-0"

7 TURF SPRAY FLEX ASSEMBLY
3" = 1'-0"

8 SHRUB POP-UP SPRAY ON FIXED RISER
3" = 1'-0"

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
08HE-VAN 12HE-VAN 10HE-VAN 15HE-VAN	RAIN BIRD 1806-SAM-PRS HE-VAN SERIES TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	32	30
Q T H F	RAIN BIRD 1806-SAM-PRS 10 SERIES MPR SHRUB SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE, ON FIXED RISER. ADJUST HEIGHT SO TOP OF POP UP IS 2" BELOW SURROUNDING PLANT MATERIAL WHEN NOT IN USE	3	30
Q T H TQ F	RAIN BIRD 1806-SAM-PRS 12 SERIES MPR SHRUB SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE, ON FIXED RISER. ADJUST HEIGHT SO TOP OF POP UP IS 2" BELOW SURROUNDING PLANT MATERIAL WHEN NOT IN USE	1	30
08HE-VAN 12HE-VAN 10HE-VAN 15HE-VAN	RAIN BIRD 1806-SAM-PRS HE-VAN SERIES SHRUB SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE, ON FIXED RISER. ADJUST HEIGHT SO TOP OF POP UP IS 2" BELOW SURROUNDING PLANT MATERIAL WHEN NOT IN USE	45	30
08 HE-VAN 12 HE-VAN 10 10 HE-VAN 15 15 HE-VAN	RAIN BIRD 1812-SAM-PRS HE-VAN SERIES SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	5	30
1401 1402 1404 1408	RAIN BIRD 1800-1400 FLOOD 1401 FIXED FLOW RATE (0.25-2.0GPM), FULL CIRCLE BUBBLER, 1/2" FIPT.	20	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	RAIN BIRD PESB-PRS-D 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. WITH PRESSURE REGULATING MODULE, AND SCRUBBER TECHNOLOGY FOR RELIABLE PERFORMANCE IN DIRTY WATER IRRIGATION APPLICATIONS.	4	
	GRISWOLD ISOLATOR B BRASS DWS VALVE WITH UNION BALL VALVE. INCLUDES PLUG IN BOSS. SIZES 1/2" THROUGH 2", INSTALL SAME SIZE AS IRRIGATION LINE. 100 MESH STAINLESS STEEL STRAINER AND PACKING GLAND BALL VALVE ARE IDEAL FOR DIRTY WATER APPLICATIONS.	1	
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 ONLY LATERAL LINES SIZED 1-1/4" AND LARGER ARE LABELED, WITH ALL OTHER LINES BEING 1" IN SIZE.	1,485 L.F.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40 PVC SCHEDULE 40 IRRIGATION PIPE.	777.7 L.F.	
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL BE AT MINIMUM TWICE THE DIAMETER OF THE IRRIGATION PIPE IT IS TO ENCASE, AND ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH.	271.2 L.F.	

Valve Callout

PERMIT NUMBER:
2023-L-491-00008

Architectural Alliance Landscape
613 SW 4th Ave, Fort Lauderdale, FL 33315 LC0000557
TEL. 954-761-8989 EMAIL

HIGHLANDS CONSTRUCTION
ARCHITECT
STATE OF FLORIDA

Revision Dates
F.DOT COMMENTS 7-18-2023

FDOT SUBMITTAL

CORNERSTONE DOWNTOWN

CORAL SPRINGS, FLORIDA

Sheet Description: IRRIGATION DETAILS AND SCHEDULE
Release Date: 6-08-2023
Project Number: 2223
Drawing Number: IR-2

WIRING

Irrigation control wire shall be thermoplastic solid copper, single conductor, low voltage irrigation controller wire, suitable for direct burial and continuous operation at rated voltages.

Tape and bundle control wire every 10' and run alongside the mainline. At all turns in direction, make a 2' coil of wire. At all valve boxes coil wire around a 3/4" piece of PVC pipe to make a coil using 30 linear inches of wire. Make electrical connections with 3MDBY/R connectors.

Number all wires, using an electrical book of numbers, according to the plans. Number wires in all valve boxes, junction boxes and at the controller.

Wire sized, numbered and colored as follows:
#14 white for common
#14 spare black common
#14 individual color coded hot wire
#14 spare yellow hot wire

Spare wires
Leaving each controller, run four spare wires in both directions (eight spare wires total). Install as 1 common spare (2 total) and 3 hot wires (6 total). Loop these wires into each RCV along their path and terminate in the last valve box controlled by the wires respective controller. The loop into each valve box shall extend up into the valve box a minimum of 8" and be readily accessible by opening the valve box lid. These wires must all be color coded and numbered as required in the plans.

Controller and pump station Control Panel grounding - Contractor to utilize 4"x8"x¼" copper grounding plates, ⅝"x10' copper clad grounding rods, 'One Strike' CAD wells at all connection points, #6 insulated copper wire, and earth contact material. Install these and other required components as outlined in the detail. Contractor to verify that the earth to ground resistance does not exceed 10 ohms. Contractor shall provide a written certification, on a licensed electrical contractors letter head, showing the date of the test, controller/pump location, and test results. Each controller/pump shall be so grounded an tested. Each component must have its own separate ground grid, unless they are sitting side by side, in which case up to two controllers can share a common grounding grid.

LAYOUT

Lay out irrigation system mainlines and lateral lines. Make the necessary adjustments as required to take into account all site obstructions and limitations prior to excavating trenches.

Stake all sprinkler head locations. Adjust location and make the necessary modifications to nozzle types, etc. required to ensure 100% head to head coverage. Refer to the Edge of Pavement Detail on the Irrigation Detail sheet.

Spray heads shall be installed 4" from sidewalks or curbed roadways and 12" from uncurbed roadways and building foundations. Rotors shall be installed 4" from sidewalks or curbed roadways, 12" from building foundations, and 36" from uncurbed roadways.

Shrub heads shall be installed on ¾" Sch 40 PVC risers. The risers shall be set at a minimum of 18" off sidewalks, roadway curbing, building foundations, and/or any other hardscaped areas. Shrub heads shall be installed to a standard height of 2" above maintained height of plants and shall be installed a minimum of 6" within planted masses to be less visible and offer protection. Paint all shrub risers with flat black or forest green paint, unless irrigation system will utilize reuse water; in this case the risers shall be purple PVC and shall not be painted.

Locate valves prior to excavation. Ensure that their location provides for easy access and that there is no interference with physical structures, plants, trees, poles, etc. Valve boxes must be placed a minimum of 12" and a maximum of 15" from the edge of pavement, curbs, etc. and the top of the box must be 2" above finish grade. No valve boxes shall be installed in turf areas without approval by the irrigation designer - only in shrub beds. Never install in sport field areas.

VALVES

Sequence all valves so that the farthest valve from the POC operates first and the closest to the POC operates last. The closest valve to the POC should be the last valve in the programmed sequence.

Adjust the flow control on each RCV to ensure shut off in 10 seconds after deactivation by the irrigation controller.

Using an electric branding iron, brand the valve ID letter/number on the lid of each valve box. This brand must be 2"-3" tall and easily legible.

EQUIPMENT

All pop-up heads and shrub risers shall be pressure compensating. All pop-up heads shall be mounted on flex-type swing joints. All rotors shall be installed with PVC triple joints unless otherwise detailed.

All sprinkler equipment, not otherwise detailed or specified on these plans, shall be installed as per manufacturer's recommendations and specifications, and according to local and state laws.

TRENCHING

Excavate straight and vertical trenches with smooth, flat or sloping bottoms. Trench width and depth should be sufficient to allow for the proper vertical and horizontal separation between piping as shown in the pipe installation detail on the detail sheet.

Protect existing landscaped areas. Remove and replant any damaged plant material upon job completion. The replacement material shall be of the same genus and species, and of the same size as the material it is replacing. The final determination as to what needs to be replaced and the acceptability of the replacement material shall be solely up to the owner or owner's representative.

INSTALLATION

Solvent Weld Pipe: Cut all pipe square and deburr. Clean pipe an fittings of foreign material, then apply a small amount of primer while ensuring that any excess is wiped off immediately. Primer should not puddle or drip from pipe or fittings. Next apply a thin coat of PVC cement; first apply a thin layer to the pipe, next a thin layer inside the fitting, and finally another very thin on the pipe. Insert the pipe into the fitting. Insure that the pipe is inserted to the bottom of the fitting, then urn the pipe a ¼ turn and hold for 10 seconds. make sure that the pipe doesn't recede from the fitting. If the pipe isn't at the bottom of the fitting upon completion, the glue joint is unacceptable and must be discarded.
Pipes must curve a minimum of 30 minutes prior to handling and placing into trenches. A longer curing time may be required; refer to the manufacturer's specifications. The pipe must cure a minimum of 24 hous prior to filling with water.

BACK FILL

The back fill 6" below, 6" above, and around all piping shall be clean sand and anything beyond that in the trench can be of native material but nothing larger than 2" in diameter. All piping and excavations shall be backfilled and compacted to a density of 95% modified Proctor, or greater.

Main line pipe depth measure to the top of pipe shall be:
24" minimum for ¾" - 2½" PVC with a 30" minimum at vehicular crossings;
30" minimum for 3" & 4" PVC with a 36" minimum at vehicular crossings.

Lateral line depths measure to top of pipe shall be:
18" minimum for ¾" - 3" PVC with a 30" minimum at vehicular crossings;
24" minimum for 4" PVC and above with a 30" minimum at vehicular crossings.

Contractor shall backfill all piping, both mainline and laterals, prior to performing any pressure tests. The pipe shall be backfilled with the exception of 2' on each side of every joint (bell fittings, 90's, tees, 45's, etc). These joints shall not be backfilled until all piping has satisfactorily passed its appropriate pressure test as outlined below.

FLUSHING

Prior to the placement of valves, flush all mainlines for a minimum of 10 minutes or until lines are completely clean of debris, whichever is longer.

Prior to the placement of heads, flush all lateral lines for a minimum of 10 minutes or until lines are completely clean of debris, whichever is longer.

Use screens in heads and adjust heads for proper coverage avoiding excess water on walks, walls and paving.

TESTING

Schedule testing with Owner's Representative a minimum of three (3) days in advance of testing.

Mainline: Remove all remote control valves and cap using a threaded cap on SCH 80 nipple. Hose bibs and gate valves shall not be tested against during a pressure test unless authorized by written permission from the owner. fill mainline with water and pressurize the system to 125 PSI. Monitor the system pressure at two gauge locations, the gauge locations must be at opposite ends of the mainline. With the same respective pressures, monitor the gauges for two hours. There can be no loss in pressure at either gauge for solvent-welded pipe.

If these parameters are exceeded, locate the problem; repair it; wait 24 hours and retry the test. This procedure must be followed until the mainline passes the test.

Lateral lines: The lateral lines must be fully filled to operational pressure and visually checked for leaks. Any leaks detected must be repaired.

Operational Testing - Once the mainline and lateral lines have passed their respective tests, and the system is completely operational, a coverage test and demonstration of the system is required. The irrigation contractor must demonstrate to the owner, or his/her representative, that proper coverage is obtained and the system works automatically from the controller. This demonstration requires each zone to be turned on, in the proper sequence as shown on the plans, from the controller. Each zone will be inspected for proper coverage and function. The determination of proper coverage and function is at the sole discretion of the owner or owner's representative.

Upon completion of the operational test, run each zone until water begins to puddle or run off. This will allow you to determine the number of irrigation start times necessary to meet the weekly evapotranspiration requirements of the planting material in each zone. In fine sandy soils, it is possible no puddling will occur. If this is experienced, then theoretical calculations for run times will be required for controller programming.

SUBMITTALS

Pre-Construction: Deliver five (5) copies of submittals to Owner's Representative within ten (10) working days from date of Notice to Proceed. Furnish information in 3-ring binder with table of contents and index sheet. Index sections for different components and label with specification section number and name of component. Furnish submittals for components on material list. Indicated which items are being supplied on catalog cut sheets when multiple items are shown on one sheet. Incomplete submittals will be returned without review. in lieu of hardcopies, an electronic package in PDF format can be submitted.

After project completion:
As a condition of final acceptance, the irrigation contractor shall provide the owner with:

1. Irrigation As-builts - shall be provided accurately locating all mainlines, sleeves, remote control valves, gate valves, independent wire runs, wire splice boxes, controllers, high voltage supply sources/conduit path, control mechanisms, sensors, wells and water source connections. All mainline and independent runs of wire shall be located every 30' for straight runs and at every change of direction. Sleeves will be located at end points and every 20' of length. All underground items shall include depth in inch format.

2. Controller charts - Upon completion of "as-built" prepare controller charts; one per controller. Indicate on each chart the area controlled by a remote control valve (using a different color for each zone). This chart shall be reduced to a size that will fit inside the controller door. The reduction shall be hermetically sealed inside two 2mil pieces of clear plastic.

3. Grounding Certification - Provide ground certification results for each controller and pump panel grounding grid installed. This must be on a licensed electrician letter head indication location tested (using IR plan symbols), date, time, test method and testing results.

INSPECTIONS AND COORDINATION MEETINGS REQUIRED - Contractor is required to schedule, perform, and attend the following, and demonstrate to the owner and/or owners representative to their satisfaction, as follows:

1.Pre-construction meeting - Designer and contractor to review entire install process and schedule with owner/general contractor.
2. Mainline installation inspection(s) - All mainline must be inspected for proper pipe, fittings, depth of coverage, backfill and installation method.
3. Mainline pressure test - All mainline shall be pressure tested according to this design's requirements.
4. Flow meter calibration - All flow meters must be calibrated. Provide certified calibration report for all flow meters.
5. Coverage and operational test
6. Final inspection
7. Punch list inspection

FINAL ACCEPTANCE

Final acceptance of the irrigation system will be given after the following documents and conditions have been completed and approved. Final payment will not be released until these conditions are satisfied.

1.All above inspections are completed, documented, approved by owner.
2.Completion and acceptance of 'as-built' drawings.
3. Acceptance of required controller charts and placement inside controllers.
4. All other submittals have been made to the satisfaction of the owner.

GUARANTEE: The irrigation system shall be guaranteed for a minimum of one calendar year from the time of final acceptance.

MINIMUM RECOMMENDED
IRRIGATION MAINTENANCE PROCEDURES

1. Every irrigation zone should be checked monthly and written reports generated describing the date(s) each zone was inspected, problems identified, date problems repaired, and a list of materials used in the repair. At minimum, these inspections should include the following tasks:

A. Turn on each zone from the controller to verify automatic operation.

B. Check schedules to ensure they are appropriate for the season, plant and soil type, and irrigation method. Consult an I.A. certified auditor for methods used in determining proper irrigation scheduling requirements.

C. Check remote control valve to ensure proper setting, if present.

D. Check setting on pressure regulator it verify proper setting, if present.

E.Check flow control and adjust as needed; ensure valve closure within 10-15 seconds after deactivation by controller.

F. Check for leaks - mainline, lateral lines, valves, heads, etc.

G. Check all heads as follows:
1. Proper set height (top of sprinkler is 1" below mow height
2. Verify head pop-up height - 6" in turf, 12" in groundcover, and riser in shrub beds
3. Check wiper seal for leaks - if leaking , clean head and re-inpect.
4. If still leaking, replace head with the appropriate head with pressure regulator and built-in check valve.
5. All nozzles checked for proper pattern, clogging, leaks, correct make & model, etc. - replace as needed
6. Check for proper alignment - perfectly vertical; coverage area is correct;p minimize over spray onto hardscapes
7. Riser height raised/lowered to accommodate plant growth patterns and ensure proper coverage.
8. Verify pop-ups retract after operation. If not, repair/replace as needed.

H. Check controller/C.C.U. grounds for resistance (10 ohms or less) once per year. Submit written reports.

I. check rain shut-off device monthly and clean/repair/replace as needed.

J. Inspect all valve boxes to ensure they are in good condition, lids are in place and locked.

K. Inspect backflow devices by utilizing a properly licensed backflow inspector. This should be done annually, at minimum.

L. Inspect all filters monthly and clean/repair/replace as needed.

M. Check pump stations fpr proper operation, pressures, filtration, settings, etc. - refer to pump station operations manual.

N. Check and clean intake screens on all suction lines quarterly, at minimum. Clean and/or repair, as needed.

O. Winterize, if applicable, as weather in your area dictates, follow manufacturer recommendations and blow out all lines and equipment using compressed air. Perform seasonal startup of system as per manufacturer recommendations.

P. Conduct additional inspections, maintenance tasks, etc. that are particular for your site.

SOIL MOISTURE SENSOR (When applicable)

1. Place all soil moisture sensor wiring in 1" SCH 40 PVC conduit

2. Soil moisture sensor should be placed in the middle of a spray or drip area as per manufacturer's recommendations.

3. Controller shall be set to the Florida Automated Weather Network's urban scheduler settings using the SMS as a moisture cut off device (like a rain switch) per manufacturer directions.

PERMIT NUMBER:
2023-L-491-00008

Architectural Alliance Landscape
613 SW 4th Ave, Fort Lauderdale, FL 33315 LC0000337
TEL: 1 954-764-8883 EMAIL:

REGISTERED LANDSCAPE ARCHITECT
ROBERT J. MINNIS
LA0002634
STATE OF FLORIDA

Revision Dates
1. FDOT COMMENTS 7/19/2023

FDOT SUBMITTAL
CORNERSTONE DOWNTOWN
CORAL SPRINGS, FLORIDA

Sheet Description
IRRIGATION NOTES

Release Date
6-08-2023

Project Number
2223

Drawing Number
IR-3

MAINTENANCE AGREEMENT BETWEEN CITY OF CORAL SPRINGS AND MCREF III CORAL SPRINGS APARTMENTS, LLC FOR UNIVERSITY DRIVE RIGHT-OF-WAY IMPROVEMENTS

THIS MAINTENANCE AGREEMENT (hereinafter "Agreement") entered into this ____ day of _____, 2024, by and between MCREF III CORAL SPRINGS APARTMENTS, LLC, a foreign limited liability company (hereinafter "Developer") and the CITY OF CORAL SPRINGS, a political subdivision of the State of Florida, located at 9500 West Sample Road, Coral Springs, Florida 33065 (hereinafter "City"), collectively referred to as "Parties."

WITNESSETH

WHEREAS, the City, on behalf of the Developer, entered into a Landscape Maintenance Memorandum of Agreement dated November 15, 2021 with the Florida Department of Transportation (hereinafter "FDOT") for improvements installed with Permit 2020-L-491-00012 (hereinafter "Original Agreement"), attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the Developer and the City desire to have FDOT construct certain additional right-of-way improvements to University Drive in Coral Springs, commonly referred to as Permit Number 2023-L-491-00008 (hereinafter collectively with the original Agreement, the "Improvements"); and

WHEREAS, the Improvements are in the interest of both the Developer and the City, and it would be more practical, expeditious and economical for FDOT to perform such activities; and

WHEREAS, the Developer has requested that the City enter into that certain Amendment Number One (1) to Florida Department of Transportation District Four (4) Landscape Maintenance Memorandum of Agreement with FDOT (hereinafter "Amendment Number One"), attached hereto and incorporated herein as Exhibit "B," for the design, construction, and maintenance of the additional Improvements; and

WHEREAS, in order for the City to assist the Developer and enter into Amendment Number One, the Developer will need to agree to perform any maintenance required under the Original Agreement and Amendment Number One (hereinafter the "Project Maintenance"); and

WHEREAS, the Developer and the City desire to enter into this Agreement to obligate the Developer to perform the Project Maintenance;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. Recitals. The recitals set forth above are true and correct and are deemed incorporated herein.

2. Developer's Duties and Obligations. The Developer hereby agrees to the following duties and obligations:

a. The Developer, and its successors and assigns, shall be obligated to perform any maintenance of the landscaping as required by the Department identified in the Original Agreement and Amendment Number One.

b. Should this Agreement be terminated for any reason, the Developer hereby acknowledges that should the City be required to maintain, repair, or replace the Improvements for the original Agreement and/or Amendment One, the City, in its sole discretion shall determine whether to maintain, replace, or repair the Improvements. In addition, should the City determine to replace any or all of the Improvements, the Developer acknowledges the new Improvements would be consistent with the Improvements, but may not necessarily be the same type or value of the Improvements.

3. Term of Agreement. Unless sooner terminated by mutual agreement, the term of this Agreement will be coterminous with the term of the Original Agreement and Amendment Number One, and this Agreement will automatically terminate upon the expiration or earlier termination of the Original Agreement and Amendment Number One.

4. Insurance.

4.01 Developer 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:

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

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Developer in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following 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.

4.02 UPON CONTRACT EXECUTION, Developer SHALL SUBMIT TO City COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE 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.

4.03 These insurance requirements shall not relieve or limit the liability of Developer. City does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Developer'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.

4.04 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.

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

4.06 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.

4.07 Developer 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.

4.08 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.

4.09 Developer 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.

4.10 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 Developer shall thereupon cease and terminate.

5. Indemnification

5.01 The parties agree that one percent (1%) of the total compensation paid to Developer for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: Developer agrees to indemnify, defend, save and hold City, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of Developer, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of Developer, under this Agreement or the breach of this Agreement by Developer.

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

5.03 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 Developer under this indemnification agreement.

5.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which Developer is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 765.28, Florida Statutes, as amended from time to time and the limits provided for therein.

5.05 PATENT AND COPYRIGHT INDEMNIFICATION: Developer shall indemnify, save and hold harmless, City, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the

unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

6. Miscellaneous Provisions.

a. **Notices.** Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the City: 9500 West Sample Road
Coral Springs, Florida 33065
Attn: Frank Babinec, City Manager

With a copy to: John J. Hearn, City Attorney
9500 West Sample Road
Coral Springs, Florida 33065

If to the Developer: MCREF III Coral Springs Apartments, LLC
5910 North Central Expressway, Suite 1100
Dallas, Texas 75206

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) calendar days of the change.

b. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof.

c. **Binding Effect.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns.

d. **Assignability.** This Agreement may not be assigned without the prior written consent of all Parties to this Agreement, provided such consent may not be unreasonably withheld.

e. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

f. **Governing Law and Venue.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida.

g. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

h. **Enforcement of Remedies.** The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights of remedies that the Party may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

i. **Construction.** The Parties acknowledge that each has shared equally in the drafting and construction of this Agreement and accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

j. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

k. **Effective Date.** This Agreement shall be effective as of the last date that it is signed by all Parties hereto.

7. Default. The failure of Developer to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this Agreement by Developer where such failure continues for a period of thirty (30) calendar days after written notice thereof from the City to Developer, provided however, that if the nature of Developer's default is such that more than thirty (30) calendar days are reasonably required for its cure, Developer shall not be deemed to be in default if Developer commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion.

In the event Developer shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the City shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case Developer shall be liable for any and all damages permitted by law arising from the default and breach of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre

Sherry Whitacre (Jun 17, 2024 09:15 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

MCREF III CORAL SPRINGS APARTMENTS, LLC

By: _____

Title: Senior Managing Director

Print Name: Andrea L. Rave

Final MMOA - Maint Agrmt for Entire Project - MCREF III CS Apts (003)

Final Audit Report 2024-06-17

Created:	2024-06-17
By:	Cynthia Brown (cbrown@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkw5M7VGKIIPD_Ii00wx6LAtW8GrTT6In

"Final MMOA - Maint Agrmt for Entire Project - MCREF III CS Apts (003)" History

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Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-06-17 - 1:15:07 PM GMT- IP address: 24.233.167.201

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-06-17 - 1:15:09 PM GMT - Time Source: server- IP address: 24.233.167.201

Agreement completed.
2024-06-17 - 1:15:09 PM GMT

MAINTENANCE AGREEMENT BETWEEN CITY OF CORAL SPRINGS AND MCREF III CORAL SPRINGS APARTMENTS, LLC FOR UNIVERSITY DRIVE RIGHT-OF-WAY IMPROVEMENTS

THIS MAINTENANCE AGREEMENT (hereinafter "Agreement") entered into this ____ day of _____, 2024, by and between MCREF III CORAL SPRINGS APARTMENTS, LLC, a foreign limited liability company (hereinafter "Developer") and the CITY OF CORAL SPRINGS, a political subdivision of the State of Florida, located at 9500 West Sample Road, Coral Springs, Florida 33065 (hereinafter "City"), collectively referred to as "Parties."

WITNESSETH

WHEREAS, the City, on behalf of La Boca Partners, LLC, entered into a Landscape/Hardscape Maintenance Memorandum of Agreements dated December 28, 2020 and January 4, 2021 with the Florida Department of Transportation (hereinafter "FDOT") for improvements installed for Project numbers 432066-7-52-01 and 432066-7-52-02 (hereinafter "Agreement"), attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the Improvements were in the interest of both La Boca Partners, LLC and the City, and it would be more practical, expeditious and economical for FDOT to perform such activities; and

WHEREAS, in order for the City to assist La Boca Partners LLC and enter into the Agreement, La Boca Partners LLC agreed to perform any maintenance required under the Agreement (hereinafter the "Project Maintenance"); and

WHEREAS, since that time, MCREF III Coral Springs Apartments, LLC has assumed the rights and responsibilities for the Project Maintenance; and

WHEREAS, the Developer and the City therefore desire to enter into this Agreement to obligate the Developer to perform the Project Maintenance;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Recitals.** The recitals set forth above are true and correct and are deemed incorporated herein.

2. **Developer's Duties and Obligations.** The Developer hereby agrees to the following duties and obligations:

a. The Developer, and its successors and assigns, shall be obligated to perform any maintenance of the landscaping as required by the Department identified in the Agreement.

b. Should this Agreement be terminated for any reason, the Developer hereby acknowledges that should the City be required to maintain, repair, or replace the Improvements for the Agreement, the City, in its sole discretion shall determine whether to maintain, replace, or repair the Improvements. In addition, should the City determine to replace any or all of the Improvements, the Developer acknowledges the new Improvements would be consistent with the Improvements, but may not necessarily be the same type or value of the Improvements.

3. **Term of Agreement.** Unless sooner terminated by mutual agreement, the term of this Agreement will be coterminous with the term of the Agreement, and this Agreement will automatically terminate upon the expiration or earlier termination of the Agreement.

4. **Insurance.**

4.01 Developer 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:

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

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Developer in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following 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.

4.02 UPON CONTRACT EXECUTION, DEVELOPER SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS AND FDOT ARE ADDITIONAL NAMED INSUREDS OR ADDITIONAL INSUREDS 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.

4.03 These insurance requirements shall not relieve or limit the liability of Developer. City does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Developer'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.

4.04 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.

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

4.06 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.

4.07 Developer 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.

4.08 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.

4.09 Developer 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.

4.10 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 Developer shall thereupon cease and terminate.

5. Indemnification

5.01 The parties agree that one percent (1%) of the total compensation paid to Developer for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: Developer agrees to indemnify, defend, save and hold City and FDOT, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of Developer, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of Developer, under this Agreement or the breach of this Agreement by Developer.

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

5.03 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 Developer under this indemnification agreement.

5.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which Developer is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive City's and/or FDOT's rights and immunities under the common law or Section 765.28, Florida Statutes, as amended from time to time and the limits provided for therein.

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

6. Miscellaneous Provisions.

a. **Notices.** Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the City: 9500 West Sample Road
Coral Springs, Florida 33065
Attn: Frank Babinec, City Manager

With a copy to: John J. Hearn, City Attorney
9500 West Sample Road
Coral Springs, Florida 33065

If to the Developer: MCREF III Coral Springs Apartments, LLC
5910 North Central Expressway, Suite 1100
Dallas, Texas 75206

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) calendar days of the change.

b. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof.

c. **Binding Effect.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns.

d. **Assignability.** This Agreement may not be assigned without the prior written consent of all Parties to this Agreement, provided such consent may not be unreasonably withheld.

e. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

f. **Governing Law and Venue.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida.

g. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

h. **Enforcement of Remedies.** The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights of remedies that the Party may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

i. **Construction.** The Parties acknowledge that each has shared equally in the drafting and construction of this Agreement and accordingly, no court construing this

Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

j. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

k. **Effective Date.** This Agreement shall be effective as of the last date that it is signed by all Parties hereto.

7. **Default.** The failure of Developer to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this Agreement by Developer where such failure continues for a period of thirty (30) calendar days after written notice thereof from the City to Developer, provided however, that if the nature of Developer's default is such that more than thirty (30) calendar days are reasonably required for its cure, Developer shall not be deemed to be in default if Developer commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion.

In the event Developer shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the City shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case Developer shall be liable for any and all damages permitted by law arising from the default and breach of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

CITY OF CORAL SPRINGS

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (May 1, 2024 08:17 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

MCREF III CORAL SPRINGS APARTMENTS, LLC

By: _____

Title: Senior Managing Director

Print Name: Andrea L. Rowe

DocuSign Envelope ID: 5D670D2F-F504-4720-902D-D890447A000E

EXHIBIT A

SECTION No.:	**86220000**
FM No. (s):	**432066-7-52-01**
COUNTY:	**BROWARD**
S.R. No.:	**817**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATATION
DISTRICT FOUR
LANDSCAPE / HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of January 2021, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **City of Coral Springs**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 817 (University Drive) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain Landscape / Hardscape Improvements within the right of way of State Road 817 (University Drive) as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape / Hardscape Improvements within the AGENCY'S limits including hardscape to the medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic weed control, litter pick-up, repair of the median concrete replacements associated with the specialty surfacing, and repair and replacement of site furniture (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. 2020-041 dated December 2nd, 20 20, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B" and "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountain, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape / hardscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain the landscape/hardscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by weed control, litter pickup, repair of any median concrete replacement associated with specialty surfacing and the repair, and the repair or replacement of site furniture (if applicable), following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right-of-way and/or areas within the travelway containing specialty surfacing and site furniture. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.

B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities for the landscape/hardscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be solely responsible for any impact and/or connection fees

AND

(2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The Project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.

AND

The AGENCY shall be responsible for these improvements immediately after final acceptance of the construction project by the DEPARTMENT

D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape/hardscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

(1) Maintain the landscape/hardscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or

(2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape/hardscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape/hardscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the landscape/hardscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape/hardscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days notice to remove said landscape/hardscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape/hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

(a) Plans for any new landscape/hardscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.

(b) The AGENCY shall procure a permit from the DEPARTMENT.

(c) All landscape/hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape/hardscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape/hardscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

(a) Plans for any new landscape/hardscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.

(b) All landscape/hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape/hardscape improvements installed by an adjacent owner.

8. HARDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the hardscape improvements with an estimated amount of **$12,395.35** as referenced in **Exhibit "D"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the hardscape improvements' cost, as described in **Exhibit "D"** is limited to only those items which are directly related to the Landscape improvement plans.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the hardscape improvements by the DEPARTMENT associated with the roadway construction project.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under anyone (1) of the following conditions:

(a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.

(b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

B. If the DEPARTMENT chooses not to implement the landscape/hardscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape/hardscape improvements shall agree to indemnify, defend, save and hold

harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

(1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.

(2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

(3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

(a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

(b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:
State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention:
FDOT District IV Landscape Architect

If to the AGENCY:
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065
Attention:
City Manager

19. LIST OF EXHIBITS

Exhibit A: Roadway Project Location and Hardscape Improvements Maintenance Boundaries
Exhibit B: Hardscape Improvement Plans
Exhibit C: Maintenance Plan for Hardscape Improvements
Exhibit D: Approximate Cost for Hardscape Improvements

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF CORAL SPRINGS

By: _____
Chairperson/Mayor/Manager

Attest: _____ (SEAL)
Clerk

Legal Approval _____ Date 1/4/21

STATE OF FLORIDA
DEPARTMNT OF TRANSPORTATION

DocuSigned by:
By: Steve Braun
Transportation Development Director

DocuSigned by:
Attest: Alia E. Chanel (SEAL)
Executive Secretary

Legal Review _____ Date 1/4/2021 | 3:42 PM EST
DocuSigned by:
Dawn Jadunno
Office of the General Counsel

DocuSign Envelope ID: 5D670D2F-F504-4720-902D-D890447A000E

SECTION No.: 86220000
FM No. (s): 432066-7-52-01
COUNTY: BROWARD
S.R. No.: 817

EXHIBIT A

ROADWAY PROJECT LOCATION AND HARDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

State Road 817 (University Drive) from N.W. 28th Street (M.P. 20.459) to North of State Road 834 (Sample Road) (M.P. 21.054)

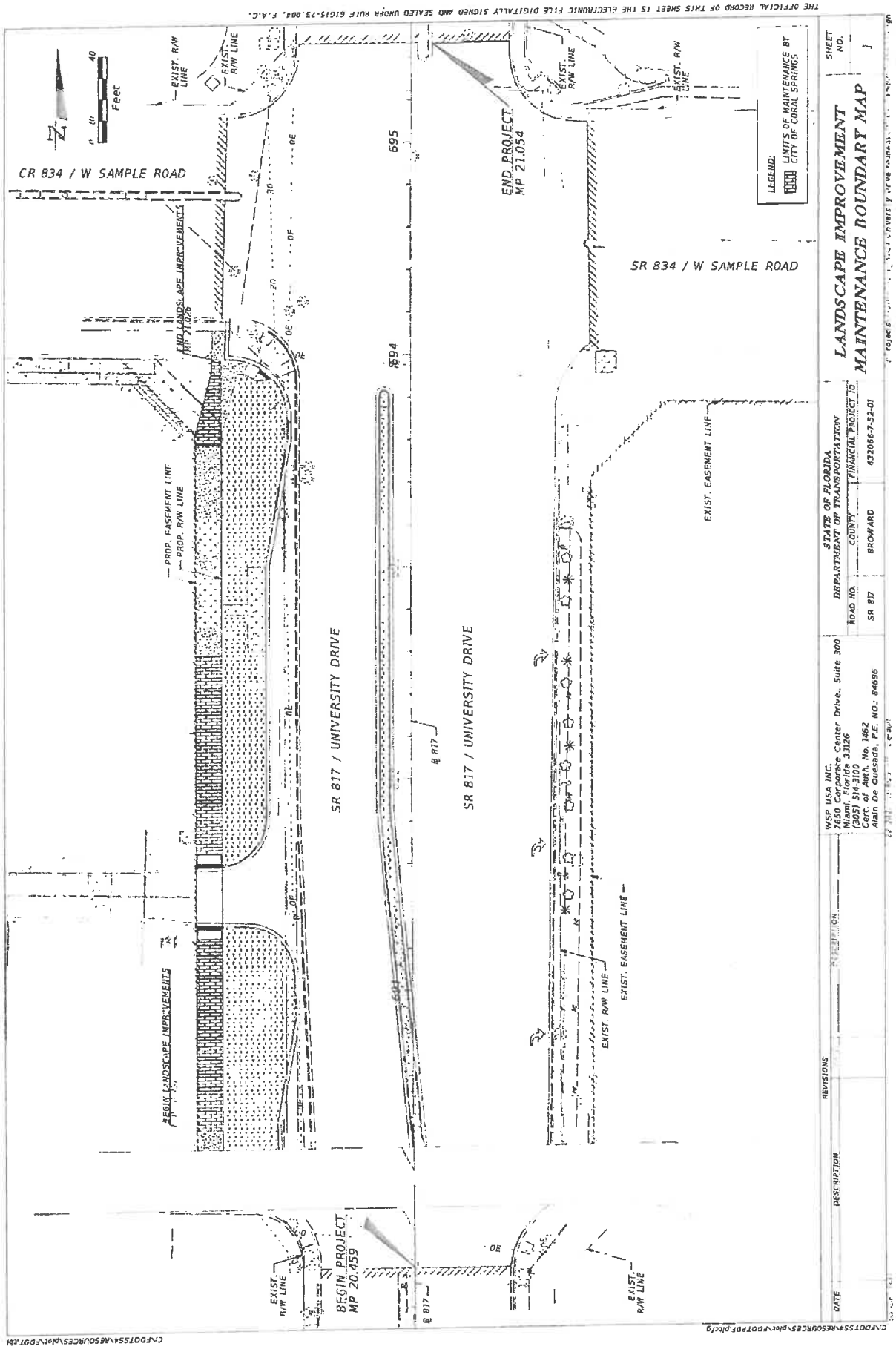
II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS

State Road 817 from M.P. 20.957 to 21.026

III. HARDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

See Attached

DocuSign Envelope ID: 5D670D2F-F504-4720-902D-D890447A000E



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SECTION No.:	**86220000**
FM No. (s):	**432066-7-52-01**
COUNTY:	**BROWARD**
S.R. No.:	**817**

EXHIBIT B

HARDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the hardscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Alain De Quesada, P.E.
WSP USA Inc.

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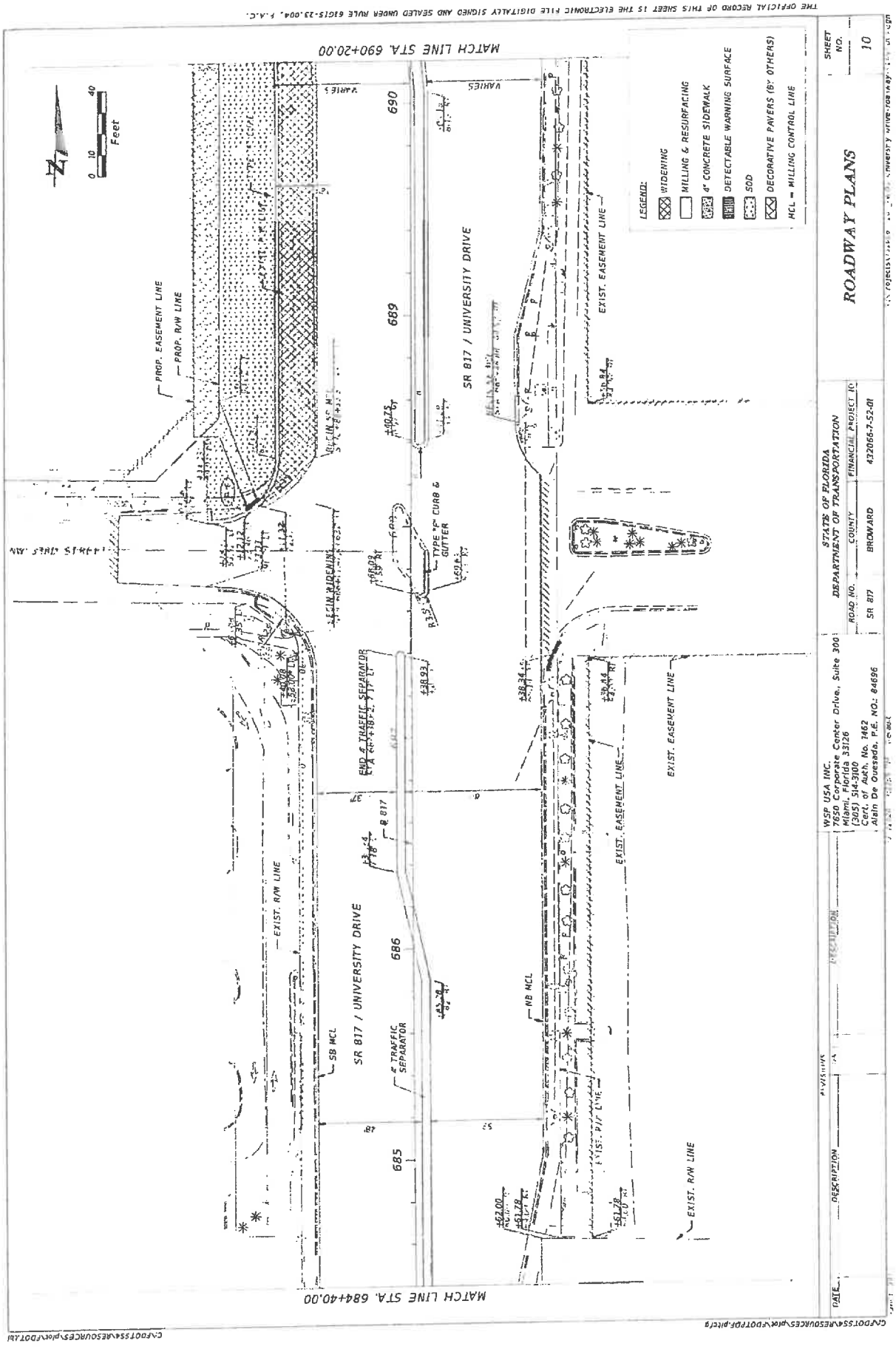

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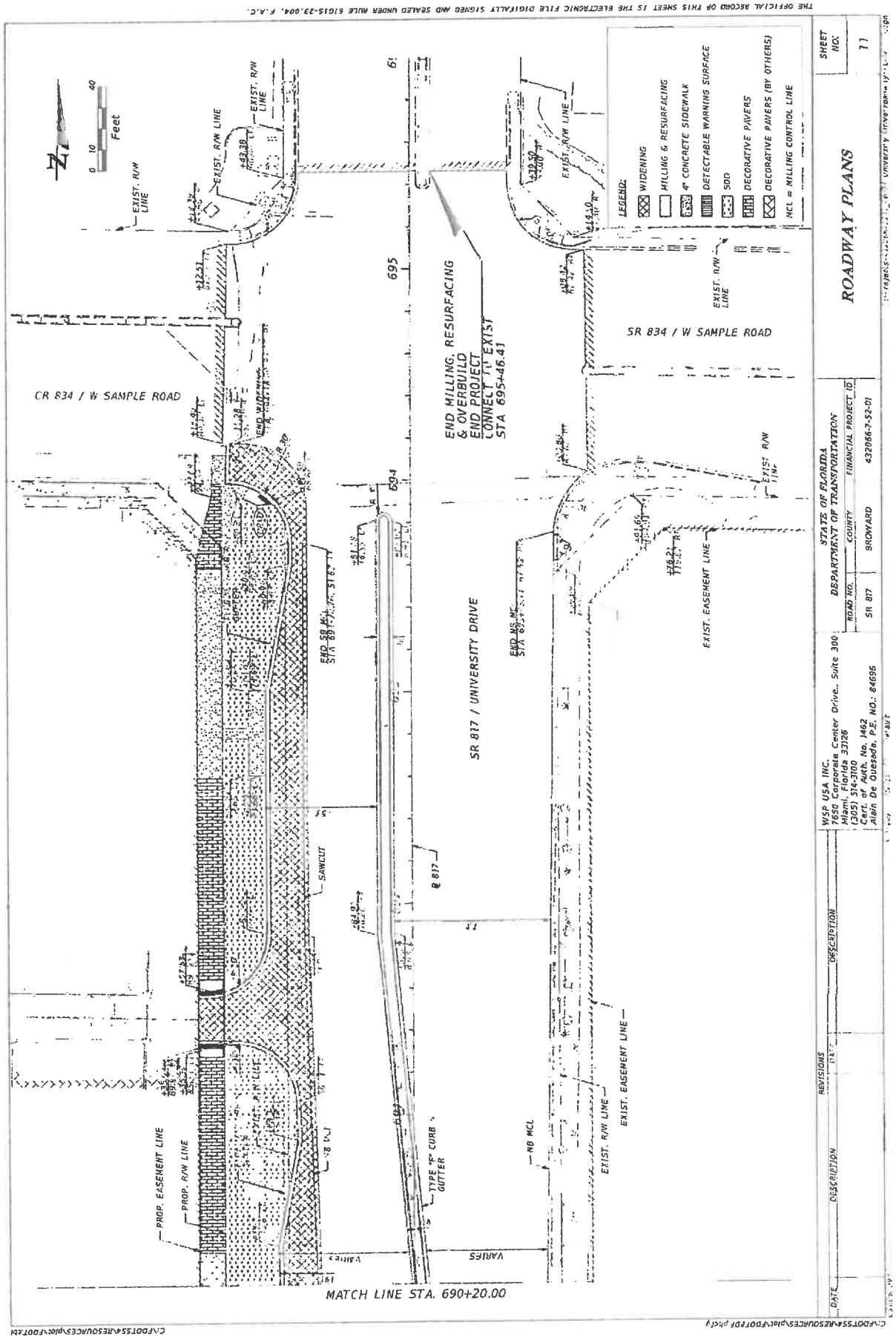

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SECTION No.:	**86220000**
FM No. (s):	**432066-7-52-01**
COUNTY:	**BROWARD**
S.R. No.:	**817**

EXHIBIT C

MAINTENANCE PLAN FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

DocuSign Envelope ID: 5D670D2F-F504-4720-902D-D890447A000E

MAINTENANCE PLAN
Hardscape Improvements

FM No: 432066-7-52-01
Maintaining Agency: City of Coral Springs

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:
The purpose of a plan for the landscape/hardscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape/hardscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Standard Plans, FDOT Plans Design Manual* and *FDOT Standard Specifications for Road and Bridge Construction,* as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS
(IF APPLICABLE)
Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM
(IF APPLICABLE)
The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT
(IF APPLICABLE)
An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING
(IF APPLICABLE)
Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING
(IF APPLICABLE)
All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II., Specific Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

STAKING AND GUYING
(IF APPLICABLE)
All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:
(IF APPLICABLE)
All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL:
The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE
All planting and hardscape areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans. Extreme care is recommended when using a chemical herbicide to avoid overspray. It is the applicator's responsibility to restore any damage resulting from overspray, per the approved plans.

PLANT REPLACEMENT
(IF APPLICABLE)
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)
All tree grates and concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.*

HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
(IF APPLICABLE)
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)
To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)
http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG)
http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase
http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*
http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*
http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*
http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*
http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset*
Table 215.2.1 Clear Zone Width Requirements
Table 215.2.2 Lateral Offset Criteria (for Trees)
http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones*
http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf

Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database
http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists
http://www.fleppc.org/list/list.htm

Florida Irrigation Society
http://www.fisstate.org

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

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SECTION No.: 86220000
FM No. (s): 432066-7-52-01
COUNTY: BROWARD
S.R. No.: 817

EXHIBIT D

APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE / HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

$ 12,395.35

Please see attached

EX-Items

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
526-1-2	ARCHITECTURAL PAVERS **Comment:** Sidewalk pavers for decorative pedestrian path within Cornerstone development limits.	135.00 SY	$91.81	$12,394.35

Erosion Control

Pay Items

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	1,267.20 LF	$1.87	$2,369.66
104-12	STAKED TURBIDITY BARRIER-NYL REINF PVC	12.00 LF	$9.50	$114.00
104-15	SOIL TRACKING PREVENTION DEVICE	1.00 EA	$2,858.80	$2,858.80
104-18	INLET PROTECTION SYSTEM	6.00 EA	$114.80	$688.80
107-1	LITTER REMOVAL	1.05 AC	$41.03	$43.08
107-2	MOWING	1.05 AC	$77.13	$80.99
	Shoulder Component Total			$82,957.04

DRAINAGE COMPONENT

Pay Items

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
425-1-351	INLETS, CURB, TYPE P-5, <10'	5.00 EA	$6,437.35	$32,186.75
425-1-451	INLETS, CURB, TYPE J-5, <10'	2.00 EA	$8,307.63	$16,615.26
430-175-124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	72.00 LF	$205.75	$14,814.00
430-175-136	PIPE CULV, OPT MATL, ROUND, 36"S/CD	24.00 LF	$364.02	$8,736.48
570-1-1	PERFORMANCE TURF	36.48 SY	$2.71	$98.86
	Drainage Component Total			$72,451.35

SIGNING COMPONENT

Pay Items

Pay Item	Description	Quantity Unit	Unit Price	Extended Amount
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	3.00 AS	$352.81	$1,058.43
700-1-12	SINGLE POST SIGN, F&I GM, 12-20 SF	1.00 AS	$1,062.53	$1,062.53
700-1-50	SINGLE POST SIGN, RELOCATE	1.00 AS	$288.28	$288.28
700-1-60	SINGLE POST SIGN, REMOVE	3.00 AS	$27.76	$83.28
700-2-14	MULTI- POST SIGN, F&I GM, 31-50 SF	1.00 AS	$4,670.15	$4,670.15
700-2-60	MULTI- POST SIGN, REMOVE	1.00 AS	$594.77	$594.77
	Signing Component Total			$7,757.44

Sequence 2 Total $408,013.61

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RESOLUTION 2020-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE/HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT AND THE THREE PARTY ESCROW AGREEMENT, ALL RELATING TO CERTAIN IMPROVEMENTS IN CONNECTION WITH THE DEPARTMENT OF TRANSPORTATION'S WIDENING AND MILLING AND RESURFACING WORK ALONG SR817/UNIVERSITY DRIVE FROM NW 28TH STREET TO NORTH OF SR834/SAMPLE ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the continual updating of the State of Florida Highway System, the State of Florida Department of Transportation (hereinafter the "Department"), for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility within the corporate limits of the City of Coral Springs; and

WHEREAS, the Department and the City are desirous of having the Department make certain improvements in connection with the Department's widening and milling and resurfacing work along SR817/University Drive from NW 28th Street to North of SR834/Sample Road; and

WHEREAS, the City has requested that the Department perform additional work, including the construction of a right turn lane, drainage modification, sidewalk, and architectural pavers for a pedestrian path; and

WHEREAS, in order to perform the additional work, the Department requires that the City enter into certain agreements with the Department; and

WHEREAS, the City Commission finds it to be in the best interests of the community to authorize the appropriate City officials to execute the documents necessary for the Department to perform the additional work along SR817/University Drive;

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

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 10 day of December, 2020.
City Clerk

DocuSign Envelope ID: 5D670D2F-F504-4720-902D-D890447A000E

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

SECTION 2. The appropriate City officials are hereby authorized to execute the State of Florida Department of Transportation Locally Funded Agreement, the State of Florida Department of Transportation District Four Landscape/Hardscape Maintenance Memorandum of Agreement and the Three Party Escrow Agreement, all relating to certain improvements in connection with the Department of Transportation's widening and milling and resurfacing work along SR817/University Drive from NW 28th Street to North of SR834/Sample Road, attached hereto and incorporated collectively herein as Exhibit "1."

SECTION 3. Effective Date. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 2nd day of December. 2020.

SCOTT BROOK, MAYOR

ATTEST:

DEBRA THOMAS, CMC, CITY CLERK

Unanimous ✓
Motion /2nd

			Yes	No
—	—	MAYOR BROOK	—	—
—	—	VICE MAYOR CARTER	—	—
—	—	COMMISSIONER CERRA	—	—
✓	—	COMMISSIONER METAYER	—	—
—	✓	COMMISSIONER SIMMONS	—	—

Res. 2020-041
Doc. 134552

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT, P.E.
SECRETARY

December 28, 2020

Mr. Christopher Suneson, AICP
City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065

RE:	**Locally Funded Agreement (LFA)**
FM Number:	**432066-7-52-02**
Description:	**Construction of right turn lane, drainage modification, sidewalk, and architectural pavers for pedestrian path during the Department's widening and milling and resurfacing work along SR817/University Drive from NW 28th Street to North of SR-834/ Sample Road in Broward County**

Dear Mr. Suneson:

Enclosed please find pdf file of a fully executed Locally Funded Agreement for the project referenced above. Also included is a copy of **Resolution No. 2020-041** in which the LFA referenced above was approved by the City Commission. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos Kennedy

Leos A. Kennedy, Jr.
Program Management Unit

Enclosure: LF Agreement
Copy: Carlos Rodriguez - FDOT Project Manager
Henry Oaikhena - FDOT Project Manager
Mark Madgar – Work Program Manager
LFA Section
File

DocuSign Envelope ID: 5D560BE2-7D0F-410E-B263-D5816CC29161

FM No: 432066-7-52-02
FEID No: VF-591-113-462

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this 28th day of December ____ 2020 ____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Coral Springs located at 9551 West Sample Road, Coral Springs, FL 33065, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's widening and milling and resurfacing work along SR817/University Drive from NW 28th Street to North of SR-834/ Sample Road in Broward County, Florida. (Financial Management (FM) Number 432066-7-52-01, Funded in Fiscal Year 2021/2022); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM No.: 432066-7-52-02): Construction of right turn lane, drainage modification, sidewalk, and architectural pavers for pedestrian path as set forth in **Exhibit A,** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 2020-041 adopted on 2nd day December, 2020, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

4. The total cost for the Project and the DEPARTMENT's milling and resurfacing work along University Drive, is estimated to be TWO MILLION SEVEN HUNDRED FIFTY TWO THOUSAND FIFTY FOUR DOLLARS AND NO CENTS ($2,752,054.00). The PARTICIPANT'S share for the Project is estimated to be FOUR HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED SEVENTY DOLLARS AND NO CENTS

($472,270.00). In the event the actual cost of the Project results in a decrease to the PARTICIPANT's share, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FOUR HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED SEVENTY DOLLARS AND NO CENTS ($472,270.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, this Agreement will be terminated.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 432066-7-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 432066-7-52-02.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.
Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 432066-7-52-02.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886.

B. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Total Accepted Bid, whichever is earlier, so that the total deposit is equal to the

Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Accepted Bid amount for the Project plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

C. If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's share of the Accepted Bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.

D. Should Project modifications occur that increase the PARTICIPANT's cost for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual cost will exceed the PARTICIPANT's payment. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the resurfacing work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the Department's Improvement. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting

is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

F. In the event the final accounting of Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.

G. The payment of funds, once they are received by the DEPARTMENT from the PARTICIPANT, will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached Three Party Escrow Agreement between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B.**

5. The PARTICIPANT will comply with the provisions set forth in the Landscape Inclusive Maintenance Memorandum of Agreement (LIMMOA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 432066-7-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.

9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

10. The PARTICIPANT/ Vendor/ Contractor:
    (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and

(B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:
Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Henry Oaikhena, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:
City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065
Attn: Paul Carpenter
With a copy to: City Attorney

The remainder of this page is blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. 2020-041, hereto attached.

CITY OF CORAL SPRINGS

BY: _____
NAME: SCOTT BROOKS
TITLE MAYOR

ATTEST:

_____
CITY CLERK (SEAL)

APPROVED:

BY: _____
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: steven braun
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

DocuSigned by:
BY: Jeb Newood
OFFICE OF THE GENERAL COUNSEL

APPROVED:

DocuSigned by:
BY: Leslie Wetherell
DISTRICT PROGRAM MGMT. ADMINISTRATOR

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EXHIBIT A
SCOPE OF SERVICES
FM# 432066-7-52-02

The DEPARTMENT shall construct, on behalf of the PARTICIPANT, to include, but not limited to the following improvements:

Earthwork

- Clearing & Grubbing
- Excavation/Fill and grading for new sodded area in front of proposed sidewalk.

Roadway

- Roadway widening to accommodate a 7' buffered bike lane, 11' turn lane and bus bay.
- Signing Pavement and Markings for above-mentioned roadway features/lane designations.
- New Type 'F' curb and gutter along Southbound edge of pavement.
- New 12' concrete sidewalk segment, new 12' architectural pavers sidewalk segment, concrete bus landing and path to pedestrian walkway, driveway and detectable warnings.

Drainage

- Three (3) (minimum) curb inlets and modifications to existing drainage structures and associated pipe/French drain as required.

Erosion Control

- Provide erosion and sediment control (i.e. sediment barriers, inlet protection, litter removal, mowing).

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Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Coral Springs ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction of right turn lane, drainage modification, sidewalk, and architectural pavers for pedestrian path
Project #: 432066-7-52-02
County: Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall

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6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-591-113-462-005
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (Signature)

Name and Title

Date

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EXHIBIT C

INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE CITY OF CORAL SPRINGS

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SECTION No.:	**86220000**
FM No. (s):	**432066-7-52-01**
COUNTY:	**BROWARD**
S.R. No.:	**817**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATATION
DISTRICT FOUR
LANDSCAPE / HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **City of Coral Springs**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 817 (University Drive) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain Landscape / Hardscape Improvements within the right of way of State Road 817 (University Drive) as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape / Hardscape Improvements within the AGENCY'S limits including hardscape to the medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic weed control, litter pick-up, repair of the median concrete replacements associated with the specialty surfacing, and repair and replacement of site furniture (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No._____ dated _____, 20_____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities, substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B" and "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountain, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape / hardscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain the landscape/hardscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B".** The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, [illegible] weed control, litter pickup, repair of any median concrete replacement associated with specialty surfacing and the repair, and the repair or replacement of site furniture (if applicable), following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right-of-way and/or areas within the travelway containing specialty surfacing and site furniture. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.

B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

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C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities for the landscape/hardscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be solely responsible for any impact and/or connection fees

AND

(2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The Project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.

AND

The AGENCY shall be responsible for these improvements immediately after final acceptance of the construction project by the DEPARTMENT.

D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape/hardscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

Maintain the landscape/hardscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or

(2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape/hardscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

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B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape/hardscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the landscape/hardscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape/hardscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days notice to remove said landscape/hardscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape/hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

(a) Plans for any new landscape/hardscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.

(b) The AGENCY shall procure a permit from the DEPARTMENT.

(c) All landscape/hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape/hardscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape/hardscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

(a) Plans for any new landscape/hardscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.

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(b) All landscape/hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape/hardscape improvements installed by an adjacent owner.

8. HARDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the hardscape improvements with an estimated amount of **$12,395.35** as referenced in **Exhibit "D"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the hardscape improvements cost, as described in **Exhibit "D"** is limited to only those items which are directly related to the Landscape improvement plans.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the hardscape improvements by the DEPARTMENT associated with the roadway construction project.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under anyone (1) of the following conditions:

(a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.

(b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

B. If the DEPARTMENT chooses not to implement the landscape/hardscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape/hardscape improvements shall agree to indemnify, defend, save and hold

harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

(1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.

(2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

(3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

(a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

(b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:
State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention:
FDOT District IV Landscape Architect

If to the AGENCY:
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065
Attention:
City Manager

19. LIST OF EXHIBITS

Exhibit A: Roadway Project Location and Hardscape Improvements Maintenance Boundaries
Exhibit B: Hardscape Improvement Plans
Exhibit C: Maintenance Plan for Hardscape Improvements
Exhibit D: Approximate Cost for Hardscape Improvements

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF CORAL SPRINGS

By: _____
Chairperson/Mayor/Manager

Attest: _____ (SEAL)
Clerk

Legal Approval _____ Date _____

STATE OF FLORIDA
DEPARTMNT OF TRANSPORTATION

By: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review _____ Date _____
Office of the General Counsel

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SECTION No.:	**86220000**
FM No. (s):	**432066-7-52-01**
COUNTY:	**BROWARD**
S.R. No.:	**817**

EXHIBIT A

ROADWAY PROJECT LOCATION AND HARDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

State Road 817 (University Drive) from N.W. 28th Street (M.P. 20.459) to North of State Road 834 (Sample Road) (M.P. 21.054)

II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS

State Road 817 from M.P. 20.957 to 21.026

III. HARDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

See Attached

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SECTION No.:	**86220000**
FM No. (s):	**432066-7-52-01**
COUNTY:	**BROWARD**
S.R. No.:	**817**

EXHIBIT B

HARDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the hardscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Alain De Quesada, P.E.
WSP USA Inc.

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SECTION No.:	**86220000**
FM No. (s):	**432066-7-52-01**
COUNTY:	**BROWARD**
S.R. No.:	**817**

EXHIBIT C

MAINTENANCE PLAN FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

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MAINTENANCE PLAN
Hardscape Improvements

FM No: 432066-7-52-01
Maintaining Agency: City of Coral Springs

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:
The purpose of a plan for the landscape/hardscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape/hardscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Standard Plans, FDOT Plans Design Manual* and *FDOT Standard Specifications for Road and Bridge Construction,* as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS
(IF APPLICABLE)
Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM
(IF APPLICABLE)
The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods begin, adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT
(IF APPLICABLE)
An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

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Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING
(IF APPLICABLE)
Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING
(IF APPLICABLE)
All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II., Specific Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

STAKING AND GUYING
(IF APPLICABLE)
All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:
(IF APPLICABLE)
All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

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LITTER CONTROL:
The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE
All planting and hardscape areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans. Extreme care is recommended when using a chemical herbicide to avoid overspray. It is the applicator's responsibility to restore any damage resulting from overspray, per the approved plans.

PLANT REPLACEMENT
(IF APPLICABLE)
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)
All tree grates and concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
(IF APPLICABLE)
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)
To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

Not F

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)
http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG)
http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase
http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*
http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*
http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*
http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*
http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset*
Table 215.2.1 Clear Zone Width Requirements
Table 215.2.2 Lateral Offset Criteria (for Trees)
http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf

NOT

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones*
http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf

Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database
http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists
http://www.fleppc.org/list/list.htm

Florida Irrigation Society
http://www.fisstate.org

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

Not F

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SECTION No.: 86220000
FM No. (s): 432066-7-52-01
COUNTY: BROWARD
S.R. No.: 817

EXHIBIT D

APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE / HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

$ 12,395.35

Please see attached

Not F

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RESOLUTION 2020-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE/HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT AND THE THREE PARTY ESCROW AGREEMENT, ALL RELATING TO CERTAIN IMPROVEMENTS IN CONNECTION WITH THE DEPARTMENT OF TRANSPORTATION'S WIDENING AND MILLING AND RESURFACING WORK ALONG SR817/UNIVERSITY DRIVE FROM NW 28TH STREET TO NORTH OF SR834/SAMPLE ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the continual updating of the State of Florida Highway System, the State of Florida Department of Transportation (hereinafter the "Department"), for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility within the corporate limits of the City of Coral Springs; and

WHEREAS, the Department and the City are desirous of having the Department make certain improvements in connection with the Department's widening and milling and resurfacing work along SR817/University Drive from NW 28th Street to North of SR834/Sample Road; and

WHEREAS, the City has requested that the Department perform additional work, including the construction of a right turn lane, drainage modification, sidewalk, and architectural pavers for a pedestrian path; and

WHEREAS, in order to perform the additional work, the Department requires that the City enter into certain agreements with the Department; and

WHEREAS, the City Commission finds it to be in the best interests of the community to authorize the appropriate City officials to execute the documents necessary for the Department to perform the additional work along SR817/University Drive;

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

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 10 day of December, 2020.
City Clerk

DocuSign Envelope ID: 5D560BE2-7D0F-410E-B263-D5816CC29161

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

SECTION 2. The appropriate City officials are hereby authorized to execute the State of Florida Department of Transportation Locally Funded Agreement, the State of Florida Department of Transportation District Four Landscape/Hardscape Maintenance Memorandum of Agreement and the Three Party Escrow Agreement, all relating to certain improvements in connection with the Department of Transportation's widening and milling and resurfacing work along SR817/University Drive from NW 28th Street to North of SR834/Sample Road, attached hereto and incorporated collectively herein as Exhibit "1."

SECTION 3. Effective Date. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 1st day of December, 2020.

SCOTT BROOK, MAYOR

ATTEST:

DEBRA THOMAS, CMC, CITY CLERK

Unanimous ✓
Motion /2nd

			Yes	No
—	—	MAYOR BROOK	—	—
—	—	VICE MAYOR CARTER	—	—
—	—	COMMISSIONER CERRA	—	—
✓	—	COMMISSIONER METAYER	—	—
—	✓	COMMISSIONER SIMMONS	—	—

Res. 2020-041
Doc. 134552

Maintenance Agreement

Final Audit Report 2024-05-01

Created:	2024-05-01
By:	Cynthia Brown (cbrown@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA06kQsKin1pF5BtFnSwE6410BS3yPagJw

"Maintenance Agreement" History

Document created by Cynthia Brown (cbrown@coralsprings.gov)
2024-05-01 - 11:41:57 AM GMT- IP address: 24.233.167.201

Document emailed to swhitacre@coralsprings.gov for signature
2024-05-01 - 11:43:01 AM GMT

Email viewed by swhitacre@coralsprings.gov
2024-05-01 - 12:16:13 PM GMT- IP address: 188.240.48.82

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-05-01 - 12:17:22 PM GMT- IP address: 24.233.167.201

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-05-01 - 12:17:24 PM GMT - Time Source: server- IP address: 24.233.167.201

Agreement completed.
2024-05-01 - 12:17:24 PM GMT

Summary Sheet

Agenda Item: 13.

Meeting Date: June 26, 2024

Subject: Amendment to Appointment Terms, Affordable Housing Advisory Committee (AHAC) (Neirah Sankar)

Requested Action: Request to approve amendment to term dates for previously approved appointments of Affordable Housing Advisory Committee members. (CON24-0006)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community
(REQUEST TO APPROVE)

Funding Source: Not Applicable

Placement: Consent

Attachments: Summary Sheet
#1 - Resolution 2024-017
#2 - Resolution 2024-018
#3 - Resolution 2024-019
#4 - Resolution 2024-020
#5 - Resolution 2024-021
#6 - Resolution 2024-022

Presenting: Neirah Sankar

City of Coral Springs

City Commission Meeting Agenda Item Summary Sheet

Meeting: June 26, 2024
Department: Development Services/ Community Development
Initiated By: Neirah Sankar
DOC ID:2217

SUBJECT: Amendment to Appointment Terms, Affordable Housing Advisory Committee (AHAC)

PLACEMENT: Consent

REQUESTED ACTION: Request to approve amendment to term dates to previously approved appointments of committee members to the Affordable Housing Advisory Committee. Funding Source: Not Applicable. Strategic Goal: A Family Friendly Community. (CON24-0006) (REQUEST TO APPROVE)

PRIOR ACTION:

4/17/2024	Commission approved appointment of Djemcy Limage to AHAC.
2/21/2024	Commission approved appointment of Brendalyn Edwards to AHAC.
12/06/2023	Commission approved appointments of Michelle Beaudet-Smith,
7/20/2022	David Esposito, Nicole Roman, and Andrew Velez to AHAC.
	Commission approved appointment of LaurieAnne Minoff to AHAC.

STAFF RECOMMENDATION: **THAT THE CITY COMMISSION**

1. **APPROVE REQUEST TO AMEND TERM LIMITS OF PREVIOUSLY APPROVED APPOINTMENTS OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE.**

ATTACHMENT:

#1 – Resolution 2024-017
#2 – Resolution 2024-018
#3 – Resolution 2024-019
#4 – Resolution 2024-020
#5 – Resolution 2024-021
#6 – Resolution 2024-022

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: June 26, 2024

Subject: Amendment to term limits of previously approved appointments of AHAC members

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BACKGROUND

As a recipient of the State Housing Initiative Partnership (SHIP) program funds, the City is required by Florida Statute Section 420.9076 to have an Affordable Housing Advisory Committee. Ordinance 2008-108, adopted on June 3, 2008, established the Affordable Housing Advisory Committee and its composition, which is tasked with the responsibility of advising the City Commission on matters related to affordable housing and the administration of state housing assistance programs such as the SHIP program.

Each committee member is appointed to a 3-year term; however the original appointment documents of the following members contained a scrivener's error that noted term end dates of vacant previously appointed seats, rather than new term limits. The term dates have been corrected and are as follows:

Djemcy Limage - Resolution 2024-017
Appointed: April 17, 2024
Term End Date: April 17, 2027

Brendalyn Edwards – Resolution 2024-018
Appointed: February 21, 2024
Term End Date: February 21, 2027

Michelle Beaudet-Smith – Resolution 2024-019
Appointed: December 6, 2023
Term End Date: December 6, 2026

David Esposito – Resolution 2024-020
Appointed: December 6, 2023
Term End Date: December 6, 2026

Nicole Roman – Resolution 2024-021
Appointed: December 6, 2023
Term End Date: December 6, 2026

LaurieAnne Minoff – Resolution 2024-022
Appointed: July 20, 2022
Term End Date: July 20, 2025

Andrew Velez has withdrawn from the committee.

RECOMMENDATION

Staff recommends approval of the amendment to the term dates of previously approved Affordable Housing Advisory Committee members to reflect a 3-year terms.

RESOLUTION NO. 2024-017

A RESOLUTION OF THE CITY OF CORAL SPRINGS, FLORIDA APPOINTING DJEMCY LIMAGE TO THE CITY OF CORAL SPRINGS AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 235 of the City's Land Development Code provides for the composition of the Affordable Housing Advisory Committee (hereinafter "Committee"); and

WHEREAS, in accordance with state law, that Section requires that a representative of the home building industry serve as a member on the Committee; and

WHEREAS, Djemcy Limage seeks to be appointed to the Committee; and

WHEREAS, the City Commission finds that it would be in the best interest of the City to appoint Djemcy Limage to the Committee; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

SECTION 2. The City Commission of the City of Coral Springs, Florida, hereby appoints Djemcy Limage as the representative who is actively engaged in residential home building industry in connection to affordable housing to serve as a member of the Committee for a three (3) year term beginning April 17, 2024 through April 17, 2027.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall become retroactive to April 17, 2024.

PASSED AND ADOPTED the _____ day of _____, 2024.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ____
Motion/2nd

			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

RESOLUTION NO. 2024-018

A RESOLUTION OF THE CITY OF CORAL SPRINGS, FLORIDA APPOINTING BRENDALYN EDWARDS TO THE CITY OF CORAL SPRINGS AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 235 of the City's Land Development Code provides for the composition of the Affordable Housing Advisory Committee (hereinafter "Committee"); and

WHEREAS, in accordance with state law, that Section requires that a citizen who resides within the jurisdiction serve as a member on the Committee; and

WHEREAS, Brendalyn Edwards seeks to be appointed to the Committee; and

WHEREAS, the City Commission finds that it would be in the best interest of the City to appoint Brendalyn Edwards to the Committee; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

SECTION 2. The City Commission of the City of Coral Springs, Florida, hereby appoints Brendalyn Edwards as the citizen who resides within the jurisdiction to serve as a member of the Committee for a three (3) year term beginning February 21, 2024 through February 21, 2027.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be retroactive to February 21, 2024.

PASSED AND ADOPTED the _____ day of _____, 2024.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ____ Motion/2nd			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

RESOLUTION NO. 2024-019

A RESOLUTION OF THE CITY OF CORAL SPRINGS, FLORIDA APPOINTING MICHELLE BEAUDET-SMITH TO THE CITY OF CORAL SPRINGS AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 235 of the City's Land Development Code provides for the composition of the Affordable Housing Advisory Committee (hereinafter "Committee"); and

WHEREAS, in accordance with state law, that Section requires that a citizen who resides within the jurisdiction serve as a member on the Committee; and

WHEREAS, Michelle Beaudet-Smith seeks to be appointed to the Committee; and

WHEREAS, the City Commission finds that it would be in the best interest of the City to appoint Michelle Beaudet-Smith to the Committee; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

SECTION 2. The City Commission of the City of Coral Springs, Florida, hereby appoints Michelle Beaudet-Smith as the citizen who resides within the jurisdiction serve as a member of the Committee for a three (3) year term beginning December 6, 2023 through December 6, 2026.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be retroactive to December 6, 2023.

PASSED AND ADOPTED the _____ day of _____, 2024.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ____
Motion/2nd

			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

RESOLUTION NO. 2024-020

A RESOLUTION OF THE CITY OF CORAL SPRINGS, FLORIDA APPOINTING DAVID ESPOSITO TO THE CITY OF CORAL SPRINGS AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 235 of the City's Land Development Code provides for the composition of the Affordable Housing Advisory Committee (hereinafter "Committee"); and

WHEREAS, in accordance with state law, that Section requires that a representative actively engaged in the residential home building industry serve as a member on the Committee; and

WHEREAS, David Esposito seeks to be appointed to the Committee; and

WHEREAS, the City Commission finds that it would be in the best interest of the City to appoint David Esposito to the Committee; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

SECTION 2. The City Commission of the City of Coral Springs, Florida, hereby appoints David Esposito as the representative of those areas of labor actively engaged in home building in connection with affordable housing serve as a member of the Committee for a three (3) year term beginning December 6, 2023 through December 6, 2026.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be retroactive to December 6, 2023.

PASSED AND ADOPTED the _____ day of _____, 2024.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ____ Motion/2nd			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

RESOLUTION NO. 2024-021

A RESOLUTION OF THE CITY OF CORAL SPRINGS, FLORIDA APPOINTING NICOLE ROMAN TO THE CITY OF CORAL SPRINGS AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 235 of the City's Land Development Code provides for the composition of the Affordable Housing Advisory Committee (hereinafter "Committee"); and

WHEREAS, in accordance with state law, that Section requires that a citizen actively engaged as an advocate for low-income persons serve as a member on the Committee; and

WHEREAS, Nicole Roman seeks to be appointed to the Committee; and

WHEREAS, the City Commission finds that it would be in the best interest of the City to appoint Nicole Roman to the Committee; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

SECTION 2. The City Commission of the City of Coral Springs, Florida, hereby appoints Nicole Roman as a citizen actively engaged as an advocate for low-income persons as a member of the Committee for a three (3) year term beginning December 6, 2023 through December 6, 2026.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be retroactive to December 6, 2023.

PASSED AND ADOPTED the _____ day of _____, 2024.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ____
Motion/2nd

			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

RESOLUTION NO. 2024-022

A RESOLUTION OF THE CITY OF CORAL SPRINGS, FLORIDA APPOINTING LAURIEANNE MINOFF TO THE CITY OF CORAL SPRINGS AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 235 of the City's Land Development Code provides for the composition of the Affordable Housing Advisory Committee (hereinafter "Committee"); and

WHEREAS, in accordance with state law, that Section requires that a citizen actively serving on a local planning agency serve as a member on the Committee; and

WHEREAS, LaurieAnne Minoff seeks to be appointed to the Committee; and

WHEREAS, the City Commission finds that it would be in the best interest of the City to appoint LaurieAnne Minoff to the Committee; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

SECTION 2. The City Commission of the City of Coral Springs, Florida, hereby appoints LaurieAnne Minoff as a citizen who is actively serving on a local planning agency serve as a member of the Committee for a three (3) year term beginning July 20, 2022 through July 20, 2025.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be retroactive to July 20, 2022.

PASSED AND ADOPTED the _____ day of _____, 2024.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ____
Motion/2nd

			Yes	No
___	___	Mayor Brook	___	___
___	___	Vice Mayor Cerra	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Metayer Bowen	___	___
___	___	Commissioner Simmons	___	___

Summary Sheet

Agenda Item: 14.

Meeting Date: June 26, 2024

Subject: Agreement, Sixth Amendment to the Concession Agreement with Incredible Ice, LLC (Dale Pazdra)

Requested Action: Request to approve the Sixth Amendment to the Concession Agreement with **Incredible Ice, LLC**. Incredible Ice, LLC entered into its original agreement with the City in 1995. The City's Agreement with Incredible Ice, LLC has been amended several times as the needs and objectives of the parties have changed. The most recent amendment occurred February 2020. The proposed Sixth Amendment creates Article 63, entitled "City's Exclusive Use of Vacated Space".
Funding Source: Approved Operating Budget
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: Sixth Amendment - Incredible Ice Concession Agreement

Background / Description:

Incredible Ice, LLC entered into its original Concession Agreement with the City in 1995. The Agreement has been amended several times as the needs and objectives of the parties have changed. The most recent Fifth Amendment occurred February 2020 and provided for the option for the City to occupy approximately 16,000 square feet of space that was anticipated to be vacated (the “Vacated Space”).

After notice that the Vacated Space had become available, the parties began negotiating a Sixth Amendment in order for the City to occupy a portion of the Vacated Space for office use for its employees. The Sixth Amendment creates Article 63, entitled "City's Exclusive Use of Vacated Space” in order to allow for the City to use approximately 2,400 square feet of the 16,000 Vacated Space on a perpetual basis for a flat fee of $60,000 per year. The Sixth Amendment also details the City’s responsibility for payment of utilities for the approximately 2,400 square feet, the City’s entitlement to eight exclusive parking spaces for its employees and to use existing furnishings, and for the removal of certain fixtures by the City or Incredible Ice. The Sixth Amendment further provides for the City Manager to approve the use and sublet of the remaining 15,600 square feet of Vacated Space.

Presenting: Dale Pazdra

SIXTH AMENDMENT TO CONCESSION AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND INCREDIBLE ICE, LLC

THIS SIXTH AMENDMENT TO CONCESSION AGREEMENT is made and entered into this _____ day of _____2024, 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

INCREDIBLE ICE, LLC
a Florida limited liability company
One Panther Parkway
Sunrise, Florida 33323
(hereinafter referred to as "CONCESSIONAIRE")

WHEREAS, the CITY and CAN-AM INVESTMENT GROUP INC. (hereinafter "CAN-AM") entered into that certain Concession Agreement dated April 4, 1995 (hereinafter the "Concession Agreement"), pursuant to which the CITY granted exclusive use of the Property (as defined in the Concession Agreement) for a multi-user skating arena (hereinafter the "Facility") as more particularly defined and described in the Concession Agreement; and

WHEREAS, CAN-AM assigned the Concession Agreement to ICELAND (CORAL SPRINGS) LIMITED PARTNERSHIP ("ICS") (hereinafter the "First Assignment") pursuant to an Assignment Agreement dated August 8, 1995 and the CITY approved such assignment to ICS and further agreed to certain modifications and amendments to the Concession Agreement pursuant to a Consent and Amendment Agreement dated August 8, 1995 (hereinafter the "First Amendment");

WHEREAS, ICS assigned its interest in the Concession Agreement to Coral Springs Ice, Ltd ("CSI") (hereinafter the "Second Assignment") pursuant to an Assignment Agreement dated February 20, 1996 and the CITY further approved such assignment to CSI and agreed to certain modifications and amendments to the Concession Agreement pursuant to a Consent and Amendment Agreement dated February 20, 1996 (hereinafter the "Second Amendment");

WHEREAS, CSI assigned its interest in the Concession Agreement to FLORIDA PANTHERS ICE VENTURES, INC. ("FPIVI") pursuant to an Assignment of Concession Agreement dated January 31, 1997 (hereinafter the "Third Assignment") and the CITY approved such assignment to FPIVI by virtue of an Acknowledgment and Consent dated January 28, 1997; and

WHEREAS, the CITY and FLORIDA PANTHERS HOLDINGS, INC. executed a Third Amendment to Concession Agreement dated September 15, 1998, effective as of October 2,

1998 (hereinafter "Third Amendment") making certain modification and amendments to the Concession Agreement involving accounting reports; and

WHEREAS, the proper party to have executed the Third Amendment on behalf of the then CONCESSIONAIRE was FPIVI, and not FLORIDA PANTHERS HOLDINGS, INC.; and

WHEREAS, the CITY consented to the reorganization of FPIVI into a Florida limited liability company, known as ICE VENTURES LLC ("ICE"), and the transfer by BOCA RESORTS, INC. ("BOCA"), sole shareholder of FPIVI, of all the ownership interests in ICE to PANTHERS HOCKEY, LLLP ("PANTHERS HOCKEY") pursuant to an Acknowledgement and Consent Agreement dated June 18, 2001; and

WHEREAS, the limited liability company into which FPIVI was reorganized, by merger, was named, instead, INCREDIBLE ICE, LLC, a Florida limited liability company ("INCREDIBLE ICE"), effective on July 19, 2001; and

WHEREAS, as a result of the merger, by operation of Florida law, INCREDIBLE ICE succeeded to all of the assets and liabilities of FPIVI, including the Concession Agreement, as amended, and thereby became the CONCESSIONAIRE, also effective as of July 19, 2001; and

WHEREAS, CONCESSIONAIRE and the CITY executed a Fourth Amendment to the Concession Agreement dated December 18, 2007 (hereinafter "Fourth Amendment") to provide, in part, a new fee structure and to require CONCESSIONAIRE to provide certain real estate development consulting and advertising services to the CITY; and

WHEREAS, CONCESSIONAIRE and the CITY executed a Fifth Amendment to the Concession Agreement dated February 5, 2020 (hereinafter "Fifth Amendment") to address maintenance and repair issues, modify other terms and conditions, and create Article 62 related to anticipated Vacated Space in the Facility; and

WHEREAS, pursuant to Article 62, CONCESSIONAIRE has given notice that the approximately 16,000 square feet space has been vacated, and CITY is hereby providing the required Notice of Election Regarding Vacated Space that CITY wishes to have exclusive use of approximately 2,400 square feet of the Vacated Space, as depicted in Exhibit "A,"; and

WHEREAS, CITY and CONCESSIONAIRE have agreed to enter into this Sixth Amendment to the Concession Agreement in order to set forth terms and conditions for the City's exclusive use of this portion of the Vacated Space; and

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties do hereby agree that the terms of the Concession Agreement, to which this Agreement is appended are hereby amended as follows:

SECTION 1. The foregoing "RECITALS" are hereby certified to be true and correct and are incorporated by reference as if set forth fully herein. All capitalized terms not defined in this Agreement shall have same meanings described thereto in any Concession Agreement.

SECTION 2. All references herein to the Concession Agreement shall mean the Concession Agreement, as modified by the First, Second, Third, Fourth, and Fifth Amendments and the Assignments thereto.

SECTION 3. Article 63, entitled "CITY'S EXCLUSIVE USE OF VACATED SPACE," is hereby created to read as follows:

63.1 Pursuant to Article 62, the CONCESSIONAIRE has informed the CITY that approximately 16,000 square feet of the Facility used by the Florida Panthers has been vacated. CITY has elected to have perpetual exclusive use of approximately 2,400 square feet of the Vacated Space, as depicted on Exhibit "A," attached hereto and incorporated herein. Such use shall begin on June 27, 2024. Such use shall continue until the CITY gives sixty (60) days written notice to CONCESSIONAIRE of its intent to vacate the space. Upon vacating the space, CITY shall not be responsible for any further payments for use of the space. CITY shall not be required to return the space back to the original condition in which it was received by CITY; however, CITY shall be responsible for any damage to the space caused by CITY's use.

For the approximately 13,600 square feet remaining of Vacated Space, the City Manager of CITY or their designee shall approve any use(s) proposed by CONCESSIONAIRE in accordance with the CITY's Land Development Code.

63.2 In lieu of CONCESSIONAIRE receiving a credit to the Revenue Share for the CITY's use, CONCESSIONAIRE and CITY have agreed that CITY shall pay a flat fee for use of the space. CONCESSIONAIRE and CITY have agreed that CITY shall pay CONCESSIONAIRE Sixty Thousand Dollars ($60,000.00) per calendar year (representing Twenty-Five Dollars ($25.00) per square foot times 2400 square feet) for the perpetual exclusive use of the space depicted in Exhibit "A." This amount shall be due by January 15 of each year and be prorated accordingly for the first partial year of use. This amount shall not be increased throughout the perpetual exclusive use of the space and shall include all trash removal. CITY shall have the right to have its own utilities (e.g., internet, phone, cable) installed and make payment directly to the provider of those utilities. For those utilities (e.g., power, water consumption/usage) which are metered and charged directly to CONCESSIONARY, CITY shall be responsible to pay a prorated share of those utilities to CONCESSIONAIRE based on the proportionate square footage occupied by CITY divided by the total square footage of the Facility that CONCESSIONAIRE is being billed directly for. Such amounts shall be due within thirty (30) days of receipt of an invoice from CONCESSIONAIRE to CITY.

In consideration of CITY's lump sum yearly payment, CONCESSIONAIRE shall provide eight (8) reserved parking spaces which shall have reserved signage in the parking area adjacent to the Southwest entrance to the Facility for CITY's employees. CONCESSIONAIRE shall also provide CITY's employees with Facility gate access.

63.3 CONCESSIONAIRE and CITY hereby further agree:

63.3.1 CITY shall have the perpetual use of all office furniture and televisions within the space depicted in Exhibit "A," as listed in Exhibit "B." as long as CITY occupies the space.

63.3.2 In accordance with Article 62.3.a, CITY shall be allowed to remove, or have CONCESSIONAIRE remove, all storage lockers and benches from the "Coaches Locker Room." The existing space in the "Coaches Locker Room" shall be re-configured by the City to create an employee break room, office supply storage area and/or copier/work room. Notwithstanding anything to the contrary in Article 31, the City Manager may also approve in writing any sublet(s) of the remaining 13,600 square feet remaining of Vacated Space between CONCESSIONAIRE and any third party.

Should CONCESSIONAIRE not sublet or otherwise lease any portion(s) of the remaining 13,600 square feet of the remaining Vacated Space at any time after July 1, 2025, CITY shall have the right to of first refusal to occupy such portion(s). In such event, CONCESSIONAIRE shall provide CITY with written notice that space is vacant within ten (10) days of any vacancy after July 1, 2025, and CITY shall have thirty (30) days to provide CONCESSIONAIRE written notice if CITY wishes to occupy the space. If CITY wishes to occupy the space, the parties will enter into an amendment to this Agreement to provide for same.

63.3.3 CITY shall be allowed access to paint offices and clean carpets/flooring prior to taking possession of the space depicted in Exhibit "A."

63.3.4 CITY shall be responsible for the cleanliness of the space depicted in Exhibit "A."

63.3.5 In accordance with Article 62.3.a., CITY shall make all necessary improvements to ensure security of its workforce. CONCESSIONAIRE will provide all security policies for the Facility within thirty (30) days prior to the CITY taking possession of the space and will continue to provide the CITY with any changes to same as soon as reasonably possible.

63.4 CITY hereby represents and warrants that, CITY, a municipality, is a qualified self-insurer in the State of Florida, and as such, meets all requirements pursuant to the Statutes in the State of Florida. All City employees are covered pursuant to Statute governing Workers' Compensation through the CITY's self-insurance retention.

CITY is also in compliance, meeting all requirements for its self-insurance retention for all General Liability/Property Casualty coverage and is insured through the Florida Municipal Insurance Trust. The deductible for General Liability coverage is $25,000, and $100,000 for CITY owned property damage. CITY has a $1,000 deductible for auto physical damage. In addition to the City's self-insurance fund, the City also retains excess insurance with the Florida League of Cities, Orlando, Florida and shall provide a

Certificate of Insurance naming CONCESSIONAIRE as a certificate holder.

63.5 CITY shall defend and hold CONCESSIONAIRE harmless from and against any and all claims, demands, losses, penalties, fines, fees, charges, assessments, liabilities, damages, judgments, orders, decrees, actions, administrative or other proceedings, costs and expenses (including court costs, attorneys' fees, and expert witness fees), including consequential damages, and any diminution in value or loss or interference with the transfer, use or enjoyment of the Facility or other property or business or affecting title thereto, howsoever caused, which directly or indirectly relate to or result wholly or in part from, or are alleged to relate to or arise wholly or in part from: (i) CITY's use of the Vacated Space (ii) damage, loss or injury to persons, property or business occurring in, about or from the approximately 2,400 square feet of Vacated Space occupied by CITY (iii) damage, loss or injury to persons, property or business directly or indirectly. arising out of CITY's use of the Vacated Space.

Notwithstanding the foregoing to the contrary, the foregoing shall not apply to claims finally determined by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of the CONCESSIONAIRE.

Both parties recognize that the CITY is a municipal agency as defined in Section 768.28 of the Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the CITY to which sovereign immunity may be applicable. Nothing herein should be construed as consent by the CITY to be sued by third parties in any matter arising out of this Agreement.

SECTION 4. The Concession Agreement, as amended by the First, Second, Third, Fourth and Fifth Amendments is further amended by this Sixth Amendment to the Concession Agreement and shall not be further modified except by an instrument in writing executed by each of the parties hereto.

SECTION 5. This Sixth Amendment shall be binding upon and shall inure to the benefit of the parties hereto in the respect of their successors and assigns.

SECTION 6. This Sixth Amendment may be executed in any number of counterparts and all counterparts shall be construed together and constitute but one Agreement.

SECTION 7. To the extent of any conflict or inconsistency between the provisions of the Concession Agreement, as amended, and this Sixth Amendment, the provisions of this Sixth Amendment shall govern the rights and obligations of CONCESSIONAIRE and the CITY. The Concession Agreement, as amended, by this Sixth Amendment is hereby ratified and confirmed by the parties hereto.

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

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

SHERRY L. WHITACRE
Senior Deputy City Attorney

INCREDIBLE ICE, LLC

By: _____

Title: CHIEF OPERATING OFFICER

Print Name: BRYCE HOLLWEG

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24 day of June, 2024, by Bryce Hollweg (name of person acknowledging), COO (title) of Florida Panther Hockey Club (corporation), a Florida (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public State of Florida
Leslie Hunt
My Commission HH 363435
Expires 2/16/2027

_____
Notary Public, State of Florida

Leslie Hunt
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

_____
(type of identification produced)

EXHIBIT A

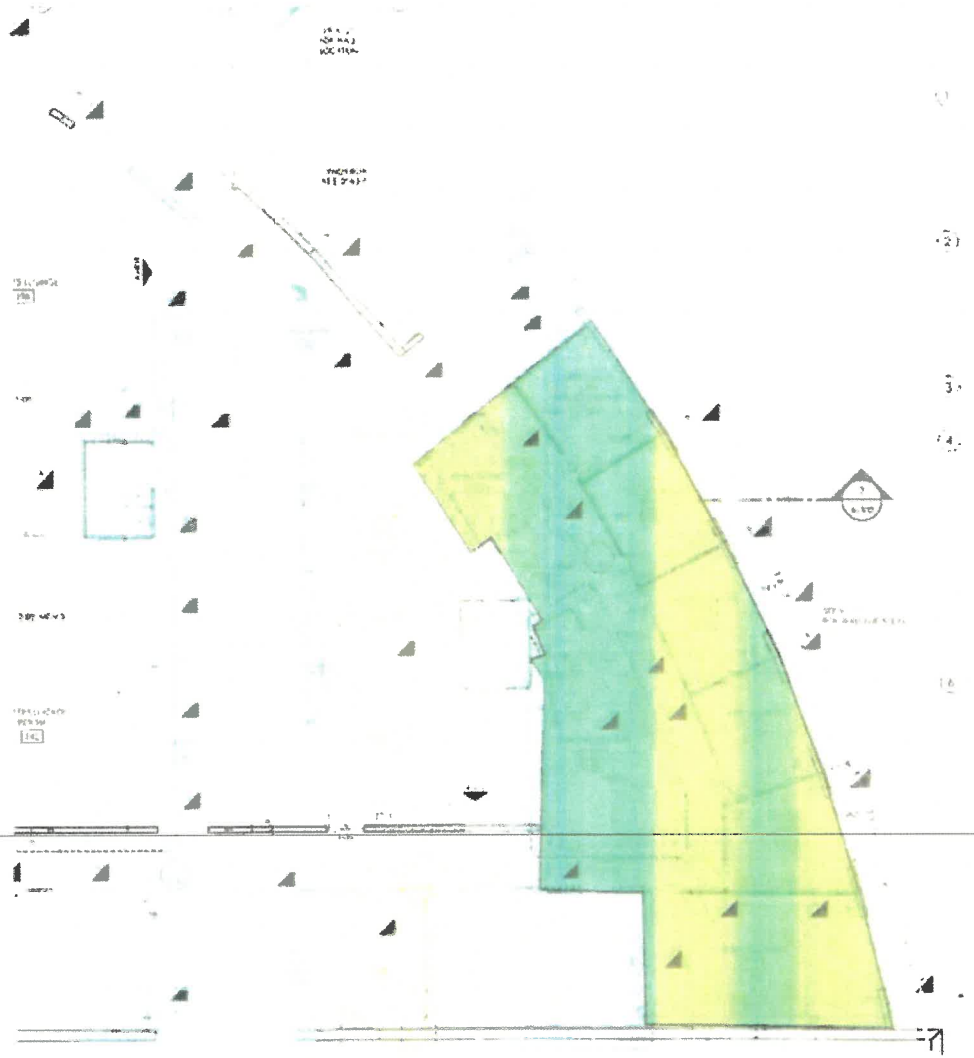

EXHIBIT "B"

Office Space Furniture Inventory

Conference Room

3 t.v.s, 7 chairs, 1 conference table*

Coach Paul's office

1 t.v., desk set up, 2 chairs

Assistant Coach Office

1 t.v., desk set up, 1 chair

2nd Assistant Coach office

1 t.v., desk set up, 2 chairs

Goalie coach office

1 t.v., desk set up, 3 chairs

G.M. Office

1 t.v., desk set up, 3 chairs

Front office

1 t.v., desk set up, 2 chairs

*NOTE: the size of the *Conference Room* table may not meet the needs of the new office occupants, if not retained, it will be returned to the facility manager.

Summary Sheet

Agenda Item: 15.

Meeting Date: June 26, 2024

Subject: GIS Utility Data Cleanup (Stephen Dyer)

Requested Action: Request to approve amendment to the contract awarding additional funding for RFP #23-D-100 for GIS Utility Data Cleanup to **Surveying and Mapping, LLC** of Austin, Texas for project completion in the amount of $287,900 for a new contract total of $394,470.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Amendment to Agreement with Survey and Mapping, LLC

Background / Description:

On April 19, 2023, the City Commission approved the award of a contract for GIS Utility Data Cleanup to Surveying and Mapping, LLC (SAM) in the amount of $106,570. The GIS Division in partnership with the Stormwater and Utilities Divisions is submitting this request for an extension and additional funding for the ongoing GIS Utility Data Cleanup project that the city embarked on in partnership with Surveying and Mapping, LLC of Austin, Texas in May 2023. The objective of this project is to enhance the integrity and accuracy of our GIS utility data layers, which are crucial for the city's stormwater and utility management and future technological enhancements.

Since the project's inception, significant progress has been made in cleaning up the potable water system data, with completion achieved in October 2023. Following this, efforts commenced on the sewer system data; however, when this project began, it was unknown how much funding was needed to clean up the stormwater and utility data layers. We have encountered a shortfall in the allocated funds, which has resulted in the sewer data cleanup being only 63% complete. The primary focus of the cleanup involves integrating detailed elevation information for gravity mains and manholes from existing as-built drawings into the GIS feature attributes. This detailed and accurate data is essential for effective stormwater and utility management and future planning.

Completing this project is vital for the city's plans to implement the Esri Utility Network model and include it in the Cityworks project which recently started. Clean and precise data are prerequisites for these technologies to function effectively, as they rely on robust GIS data to optimize utility management and maintenance operations. Considering these circumstances, the GIS, Stormwater and Utilities Divisions respectfully request approval of additional funding to cover the remaining 37% of the sewer system, start and complete the raw water and stormwater data cleanup, and integrate all utility data with the utility network model. Extending the project budget will enable the city to complete this essential work, ensuring that our utility data layers are fully prepared for upcoming technological upgrades. The successful completion of this project will not only enhance our current GIS capabilities but also ensure that we are well-prepared for future innovations in city stormwater and utility management.

The Information Technology Department and the Purchasing Division staff recommend approving the amendment to contract awarding additional funding for the completion of the Utility Data Cleanup to Surveying and Mapping, LLC of Austin, Texas for project completion in the amount of $287,900 for a new contract total of $394,470.

Presenting: Stephen Dyer

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: GIS Utility Data Cleanup (Stephen Dyer)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve amendment to the contract awarding additional funding for RFP #23-D-100 for GIS Utility Data Cleanup to **Surveying and Mapping, LLC** of Austin, Texas for project completion in the amount of $287,900 for a new contract total of $394,470. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High-Performing and Sustainable Organization. (REQUEST TO APPROVE)

ATTACHMENTS: #1 – Amendment to Agreement with Surveying and Mapping, LLC

BACKGROUND / DESCRIPTION:

On April 19, 2023, the City Commission approved the award of a contract for GIS Utility Data Cleanup to Surveying and Mapping, LLC (SAM) in the amount of $106,570. The GIS Division in partnership with the Stormwater and Utilities Divisions is submitting this request for an extension and additional funding for the ongoing GIS Utility Data Cleanup project that the city embarked on in partnership with Surveying and Mapping, LLC of Austin, Texas in May 2023. The objective of this project is to enhance the integrity and accuracy of our GIS utility data layers, which are crucial for the city's stormwater and utility management and future technological enhancements.

Since the project's inception, significant progress has been made in cleaning up the potable water system data, with completion achieved in October 2023. Following this, efforts commenced on the sewer system data; however, when this project began, it was unknown how much funding was needed to clean up the stormwater and utility data layers. We have encountered a shortfall in the allocated funds, which has resulted in the sewer data cleanup being only 63% complete. The primary focus of the cleanup involves integrating detailed elevation information for gravity mains and manholes from existing as-built drawings into the GIS feature attributes. This detailed and accurate data is essential for effective stormwater and utility management and future planning.

Completing this project is vital for the city's plans to implement the ESRI Utility Network model and include it in the Cityworks project which recently started. Clean and precise data are prerequisites for these technologies to function effectively, as they rely on robust GIS data to optimize utility management and maintenance operations. Considering these circumstances, the GIS, Stormwater and Utilities Divisions respectfully request approval of additional funding to cover the remaining 37% of the sewer system, start and complete the raw water and stormwater data cleanup, and integrate all utility data with the utility network model. Extending the project budget will enable the city to complete this essential work, ensuring that our utility data layers are fully prepared for upcoming technological upgrades. The successful completion of this project will not only enhance our current GIS capabilities but also ensure that we are well-prepared for future innovations in city stormwater and utility management.

The Information Technology Department and the Purchasing Division staff recommend approving the amendment to contract awarding additional funding for the completion of the

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: June 26, 2024

Subject: GIS Utility Data Cleanup

Utility Data Cleanup to Surveying and Mapping, LLC of Austin, Texas for project completion in the amount of $287,900 for a new contract total of $394,470.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND SURVEYING AND MAPPING, LLC FOR GIS UTILITY DATA CLEANUP

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

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

and

SURVEYING AND MAPPING, LLC
a foreign limited liability company
4801 SW Parkway, Building 2, Suite 100
Austin, Texas 78735
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 19, 2023, CITY entered into an Agreement with CONTRACTOR for GIS Utility Data Cleanup services; and

WHEREAS, CITY agreed to pay CONTRACTOR an amount of One Hundred Six Thousand Five Hundred Seventy Dollars ($106,570.00); and

WHEREAS, additional funds are needed to complete the sanitary sewer mapping verification, stormwater mapping verification and raw water mapping verification; and

WHEREAS, CONTRACTOR provided a proposal in the amount of Two Hundred Eighty-Seven Thousand Nine Hundred Dollars ($287,900.00) to complete the work, which is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; 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

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

SECTION 2. **COMPENSATION**

CITY agrees to pay CONTRACTOR an additional amount of Two Hundred Eighty-Seven Thousand Nine Hundred Dollars ($287,900.00) for services detailed in Exhibit "A" for a total amount of Three Hundred Ninety-Four Thousand Four Hundred Seventy Dollars ($394,470.00).

SECTION 3. Section 32 shall be amended to read as follows, any portion of Section 32 not specifically amended below shall remain in full force and affect:

NOTICES

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel

_____
ANDREW B. DUNKIEL
Deputy City Attorney

SURVEYING AND MAPPING, LLC

By: _____

Title: VP of GIS Consulting

Print Name: Kirk Larson

SAM™

04.08.24

Patrick Lockwitz
GIS Manager
City of Coral Springs, FL

Dear Patrick,

Surveying And Mapping, LLC respectfully submits the following proposal to Coral Springs for the following additions to the City's existing GIS system:

- Raw Water Mapping Verification
- Integrating Water Data to Utility Network Model
- Integrating Sewer Data to Utility Network Model
- Integrating Raw Water to Utility Network Model
- On-Site Training

SAM is looking forward to continuing work with the City of Coral Springs and thank you for giving SAM the opportunity to submit our proposal for this project.

Respectfully Submitted,

Shane Hallowell
Project Manager
SAM, LLC

SAM COMPANIES
501 North Market / Maryville, MO 64468
660-562-0050 Office

Fee Schedule

Raw Water Mapping Verification	$4,800.00
Integrating Water Data to Utility Network Model	$40,100.00
Integrating Sewer Data to Utility Network Model	$30,100.00
Integrating Raw Water to Utility Network Model	$12,000.00
On-Site Training	$7,000.00

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ 20____.

APPROVED BY: City Coral Springs, FL

Signature: _____

Printed name: _____

Title: _____

Andrew B. Dunkiel

APPROVED BY: SURVEYING AND MAPPING, LLC

By: _____

Printed name: Kirk Larson

Title: Director of GIS Operations

SAM COMPANIES
501 North Market / Maryville, MO 64468
660-562-0050 Office

SAM

04.08.24

Patrick Lockwitz
GIS Manager
City of Coral Springs, FL

Dear Patrick,

Surveying And Mapping, LLC respectfully submits the following proposal to Coral Springs for the following additions to the City's existing GIS system:

- Completion of Sanitary Sewer Mapping Verification

SAM is looking forward to continuing work with the City of Coral Springs and thank you for giving SAM the opportunity to submit our proposal for this project.

Respectfully Submitted,

Shane Hallowell
Project Manager
SAM, LLC

SAM COMPANIES
501 North Market / Maryville, MO 64468
660-562-0050 Office

SAM

Fee Schedule

Sanitary Sewer Mapping Verification	$30,000.00

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ 20____.

APPROVED BY: City Coral Springs, FL

Signature: _____

Printed name: _____

Title: _____

Andrew B. Dunkiel

APPROVED BY: SURVEYING AND MAPPING, LLC

By: _____

Printed name: Kirk Larson

Title: Director of GIS Operations

SAM COMPANIES
501 North Market / Maryville, MO 64468
660-562-0050 Office

sam.biz

SAM

04.08.24

Patrick Lockwitz
GIS Manager
City of Coral Springs, FL

Dear Patrick,

Surveying And Mapping, LLC respectfully submits the following proposal to Coral Springs for the following additions to the City's existing GIS system:

- Stormwater Mapping Verification
- Integrating Stormwater to Utility Network Model
- On-Site Training

SAM is looking forward to continuing work with the City of Coral Springs and thank you for giving SAM the opportunity to submit our proposal for this project.

Respectfully Submitted,

Shane Hallowell
Project Manager
SAM, LLC

SAM COMPANIES
501 North Market / Maryville, MO 64468
660-562-0050 Office

sam.biz

Fee Schedule

Stormwater Mapping Verification	$125,400.00
Integrating Stormwater to Utility Network Model	$35,500.00
On-Site Training	$3,000.00

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ 20____.

APPROVED BY: City Coral Springs, FL

Signature: _____

Printed name: _____

Title: _____

Andrew B. Dunkiel

APPROVED BY: SURVEYING AND MAPPING, LLC

By: _____

Printed name: Kirk Larson

Title: Director of GIS Operations

SAM COMPANIES
501 North Market / Maryville, MO 64468
660-562-0050 Office

RFP 23-D-100, GIS Utility Data Cleanup
Cost Breakdown for Additional Work

SAM - Quote - Network		Quantities
Raw Water Mapping Verification	$	4,800.00
Integrating Water Data to Utility Network Model	$	40,100.00
Integrating Sewer Data to Utility Network Model	$	30,100.00
Integrating Raw Water to Utility Network Model	$	12,000.00
On-Site Training	$	7,000.00
Total	**$**	**94,000.00**

SAM - Quote - Storm Water		Total
Stormwater Mapping Verification	$	125,400.00
Integrating Stormwater to Utility Network Model	$	35,500.00
On-Site Training	$	3,000.00
Total	**$**	**163,900.00**

SAM - Quote - Sewer		Total
Sanitary Sewer Mapping Verification	$	30,000.00
Total	**$**	**30,000.00**
Total Additional Work	**$**	**287,900.00**
Work already performed/completed		$106,570.00
Grand Total for Project	**$**	**394,470.00**

Detail by Entity Name

Foreign Limited Liability Company
SAM SURVEYING AND MAPPING, LLC

Cross Reference Name

SURVEYING AND MAPPING, LLC

Filing Information

Document Number	M14000008465
FEI/EIN Number	74-2704974
Date Filed	11/24/2014
State	TX
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/06/2020
Event Effective Date	NONE

Principal Address

4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Mailing Address

4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Registered Agent Name & Address

INCORP SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Address Changed: 03/17/2023

Authorized Person(s) Detail

Name & Address

Title MBR

SAM HOLDING COMPANY II, INC.
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title President

Solomon, Chris, President
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title COO

Butler, Jr., Robert
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title SR VP

Smith, Patrick A
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title CFO

Engelke, Travis, CFO
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title Senior Vice President

Cunningham, Coleman
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title Senior Vice President

McKnight, Gregory
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title SR VP

Richardson, Kevin
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title Senior Vice President

Cole, David
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title SR VP

Vedro, Gary
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title SR VP

Harris, Clay
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title Senior Vice President

Garry, Keith
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title General Counsel & Secretary

Munson, Cookie F
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title SR VP

Nobles, Allen
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP

Rice, Michael
4801 Southwest Parkway
BLDG. 2, STE 100
Austin, TX 78735

Title VP

Skahn, Cary
4801 Southwest Parkway
BLDG. 2, STE 100
Austin, TX 78735

Title VP

Williams, Robert
4801 Southwest Parkway
BLDG. 2, STE 100
Austin, TX 78735

Title VP

Racis, Michael
4801 Southwest Parkway
BLDG. 2, STE 100
Austin, TX 78735

Title VP

Straka, Jim
4801 Southwest Parkway
BLDG. 2, STE 100
Austin, TX 78735

Title VP

Zmijewski, Christopher
4801 Southwest Parkway
BLDG. 2, STE 100
Austin, TX 78735

Title Senior VP

Smith, Michael Brett
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title East Region SR VP

Harsanyi, Steve
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP

Espinosa, Brandon W
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP, Central Region Bus Development

Flaherty, Tom
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP, Corp Director of Field Operations

Poole, David
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP

Price, Craig
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP, Director of HR

Smola, Dana
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP, Utility Engineering Ops Manager

Hoffman, David R
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Title VP, Business Development Director

Webb, John
4801 SOUTHWEST PARKWAY BLDG 2 STE 100
AUSTIN, TX 78735

Annual Reports

Report Year	Filed Date
2020	01/31/2020
2021	02/15/2021
2022	03/02/2022

Document Images

03/02/2022 -- ANNUAL REPORT	View image in PDF format
02/15/2021 -- ANNUAL REPORT	View image in PDF format
07/06/2020 -- LC Amendment	View image in PDF format
01/31/2020 -- ANNUAL REPORT	View image in PDF format
02/25/2019 -- ANNUAL REPORT	View image in PDF format
04/12/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
02/18/2015 -- ANNUAL REPORT	View image in PDF format
11/24/2014 -- Foreign Limited	View image in PDF format

Amendment to agreement

Final Audit Report 2024-06-04

Created:	2024-06-03
By:	Mary Marinace (mmarinace@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAetGEjMIAS9nRFMIUdOBIq9q_DO5S37-u

"Amendment to agreement" History

Document created by Mary Marinace (mmarinace@coralsprings.gov)
2024-06-03 - 9:05:35 PM GMT- IP address: 24.233.167.201

Document emailed to Kirk Larson (kirk.larson@sam.biz) for signature
2024-06-03 - 9:09:41 PM GMT

Email viewed by Kirk Larson (kirk.larson@sam.biz)
2024-06-04 - 1:30:57 AM GMT- IP address: 172.226.176.4

Document e-signed by Kirk Larson (kirk.larson@sam.biz)
Signature Date: 2024-06-04 - 12:16:26 PM GMT - Time Source: server- IP address: 173.218.180.174

Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2024-06-04 - 12:16:28 PM GMT

Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2024-06-04 - 12:40:32 PM GMT- IP address: 162.43.226.168

Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2024-06-04 - 1:46:58 PM GMT - Time Source: server- IP address: 24.233.167.201

Agreement completed.
2024-06-04 - 1:46:58 PM GMT

Summary Sheet

Agenda Item: 16.

Meeting Date: June 26, 2024

Subject: Sig Sauer Firearms (Chief McKeone)

Requested Action: Request to approve the purchase of Sig Sauer Firearms on a sole source basis to **Dana Safety Supply, Inc**. of Jacksonville, Florida from June 26, 2024 to June 25, 2025 in the not to exceed amount of $200,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Sole Source Letter

Background / Description:

The Police Department is seeking to purchase Sig Sauer Firearms on an as needed basis throughout the year. Police officers in multiple units within the Police Department are issued Sig Sauer Firearms. Firearms are purchased as new officers are hired, retire, or when the firearms need to be replaced. After extensive research and review of other firearm manufacturers, the City's Police Department determined the Sig Sauer firearms best meet their needs in the line of duty.

As verified by City staff, the only authorized law enforcement dealer for Sig Sauer Firearms in Florida is Dana Safety Supply, Inc.

The Purchasing Division has determined that it is appropriate to recommend award of this purchase to Dana Safety Supply, Inc. as an exception to the competitive procurement requirement under Procurement Code, Sec. 2-305.1(1b). This section states the following:

1(b) A contract may be awarded without competition when the Purchasing Manager makes a written determination that after conducting a good faith review of available sources, there is only one (1) source for the required commodity or contractual service. The Purchasing Manager shall conduct negotiations as appropriate as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, amount and type of each contract, a list of the commodity or contractual service procured under each contract, and the identification of each contract file.

The Police Department and the Purchasing Division staff recommend awarding the purchase of Sig Sauer Firearms on a sole source basis to Dana Safety Supply, Inc. of Jacksonville, Florida from June 26, 2024 to June 25, 2025 in the not to exceed amount of $200,000.

Presenting: Brad McKeone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Sig Sauer Firearms (Brad McKeone)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve the purchase of Sig Sauer Firearms on a sole source basis to **Dana Safety Supply, Inc**. of Jacksonville, Florida from June 26, 2024 to June 25, 2025 in the not to exceed amount of $200,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

ATTACHMENTS: #1 – Sole Source Letter

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The Police Department and the Purchasing Division staff recommend awarding the purchase of Sig Sauer Firearms on a sole source basis to Dana Safety Supply, Inc. of Jacksonville, Florida from June 26, 2024 to June 25, 2025 in the not to exceed amount of $200,000.

SIG SAUER
when it counts®

Subject: **Authorized SIG Law Enforcement Distributor**

Reference: **Sole contracted distributor for Florida**

Effective: **April 3, 2024**

To Whom It May Concern,

SIG SAUER, Inc. (SIG) hereby confirms that Dana Safety Supply (located at 3810 W. Osborne Ave., Tampa, Fla. 33614) is the sole contracted and authorized SIG Law Enforcement Distributor (SLED) for the State of Florida. Furthermore, Dana Safety Supply is authorized to conduct the sale of SIG products and accessories to law enforcement agencies for the State of Florida.

Please let me know if any additional information is required.

Respectfully,

Matt Farkas
Senior Director, Law Enforcement Sales
SIG SAUER, Inc.

Summary Sheet

Agenda Item: 17.

Meeting Date: June 26, 2024

Subject: Donation from Fiserv Solutions LLC (Chief McKeone)

Requested Action: Request that the City Commission authorize the City Manager to accept a donation from Fiserv Solutions LLC in the amount of $20,000.
Funding Source: Receiving Grant to Expend.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO AUTHORIZE)

Funding Source: Receiving Grant to Expend

Placement: Consent

Attachments: Donations Fiserv 2024

Background / Description: In accordance with the City Donation Policy, donations with a determined value of more than $10,000 may be accepted by the City Manager but only with the approval from the City Commission.

The requested donation is specifically intended for the Coral Springs Police Department's Community Involvement Unit. The funds will be used to support the Community Involvement Unit. The funds will be used to support the Community Involvement Unit's outreach programs and events, including but not limited to the Police Summer Youth Camp, Shop-with-a-Cop event, and Holiday Toy Drive.

The Community Involvement Unit will manage and disperse the funds within the CSPD Community Outreach Donation Account. (REQUEST TO AUTHORIZE)

Presenting: Bradley McKeone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: June 17, 2024
Department: Police
Initiated By: Bradley McKeone
DOC ID:

SUBJECT:	Donation from Fiserv Solutions LLC
PLACEMENT:	Consent
REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)	Request the City Commission to authorize the City Manager to accept a donation from Fiserv Solutions LLC in the amount of $20,000.00.
PROJECT REVIEWED BY OR INCLUDED IN:	N/A
ATTACHMENTS:	#1 – Memo #2 – Copy of Check

BACKGROUND / DESCRIPTION:

In accordance with the City Donation Policy, donations with a determined value of more than $10,000.00 may be accepted by the City Manager but only with the approval from the City Commission.

The requested donation is specifically intended for the Coral Springs Police Department's Community Involvement Unit. The funds will be used to support the Community Involvement Unit's outreach programs and events, including but not limited to the Police Summer Youth Camp, Shop-with-a-Cop events, and Holiday Toy Drive.

The Community Involvement Unit will manage and disperse the funds within the CSPD Community Outreach Donation Account.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Police Department Memorandum

TO: City Manager, Frank Babinec

FROM: Community Involvement Unit

RE: Donations Amounts Over $10,000.00

DATE: 6/4/2024

The purpose of this memo is to adhere to the City of Coral Springs donation policy. The Community Involvement Unit is requesting your approval for the acceptance of a donation of $20,000.00 from Fiserv Solutions LLC.

The Community Involvement Unit will use this donation during our outreach events and programs for families in need within our city.

William Capplis

From: Keli Cashman
Sent: Wednesday, June 5, 2024 10:55 AM
To: William Capplis
Cc: Martha Fonte
Subject: FW: eReceipt from City of Coral Springs, FL

From: munis-noreply@coralsprings.org <munis-noreply@coralsprings.org>
Sent: Wednesday, June 5, 2024 10:52 AM
To: Keli Cashman <KCashman@coralsprings.gov>
Subject: eReceipt from City of Coral Springs, FL

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of Coral Springs, FL

Thank you for your payment.
The eReceipt that you requested is below.

```
MISCELLANEOUS PAYMENT  RECPT#: 122097
City of Coral Springs, FL
Police Department
2801 Coral Springs Drive
Coral Springs, FL 33065-4103

DATE:  06/05/24        TIME: 10:49:30
CLERK: PDKJC           DEPT: PolReco
CUSTOMER#:

COMMENT:

CHG: PDMIS  Police: Miscell     20000.00

AMOUNT PAID:       20000.00

PAID BY:       deposit for capplis
PAYMENT METH:  CHECK
               3000407876

REFERENCE:     deposit for

AMT TENDERED:      20000.00
```

AMT APPLIED: 20000.00
CHANGE: .00

This email was sent by an automated system. Please do not reply directly.

fiserv.

Fiserv Solutions LLC
FISERV INC. ACCOUNTS PAYABLE
2900 WESTSIDE PKWY
ALPHARETTA GA 30004

>00032 7620771 001 092152
CITY OF CORAL SPRINGS
POLICE DEPARTMENT
2801 CORAL SPRINGS DR
CORAL SPRINGS FL 33065-3825

Check Summary	
Company Code:	1220
Document:	2000559849
Check Number:	3000407876
Check Date:	05/28/2024
Check Total:	$20,000.00

Payment is made on behalf of: Fiserv Solutions, Inc., 877-FISV-FIN (877-347-8346)
Your account with us: 0000728524 0000532530 CITY OF CORAL SPRINGS

Invoice Number	Invoice Date	Gross Amount	Deductions	Net Amount
1	11/09/2023	20,000.00	0.00	20,000.00
Sum Total		20,000.00	0.00	20,000.00

Direct all payment inquiries to supplierhelpdesk@fiserv.com.

000032 7620771 000032 000063 01/01

9303R6 (08/16)

fiserv.

Fiserv Solutions LLC
FISERV INC. ACCOUNTS PAYABLE
2900 WESTSIDE PKWY
ALPHARETTA GA 30004

U.S. Bank, Wausau, WI

79-1160
759

No. 3000407876

DATE
05/28/2024

AMOUNT OF CHECK
$*****20,000.00
VOID AFTER 90 DAYS

PAY EXACTLY *** Twenty Thousand Dollars ***

PAY TO THE ORDER OF
CITY OF CORAL SPRINGS
POLICE DEPARTMENT
2801 CORAL SPRINGS DR
CORAL SPRINGS FL 33065-3825

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER, "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE,) MICRO-PRINT BORDER.

⑈3000407876⑈ ⑆075911603⑆ 18238018881 6⑈

Summary Sheet

Agenda Item: 18.

Meeting Date: June 26, 2024

Subject: Aquatic Complex Electrical Equipment Replacement (Robert Hunter)

Requested Action: Request to award the contract for Bid #24-C-260F for Aquatic Complex Electrical Equipment Replacement to **Mills Electric Service, Inc** of Fort Lauderdale, Florida in the amount of $285,900; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Agreement with Mills Electric Service, Inc.
#2 - Bid Tabulation

Background / Description: The Coral Springs Aquatic Complex needs to replace its electrical equipment and switchgear in the electrical room. This critical infrastructure is the original equipment installed in 1990 and is essential for providing electrical service to the entire facility. Upgrading this equipment is necessary to ensure the reliable and safe operation of the complex, which serves as a key recreational and competitive venue in the community, as well as for national and international swimmers.

Specifications and drawings were prepared by Kimley-Horn and Associates, Inc. A formal bid package was prepared, solicited, and one (1) bid was received. The sole bidder is Mills Electric Service, Inc. of Fort Lauderdale, Florida in the amount of $255,900. along with a $30,000 miscellaneous work allowance for a total of $285,900. The miscellaneous work allowance can only be used to cover any unforeseen conditions that may be encountered during construction and requires the City's approval.

The references provided by Mills Electric Service, Inc. were contacted and the responses came back favorable. Mills Electric Service, Inc. has been awarded projects of similar size and scope of work for other municipalities within the state and has performed well.

The Parks & Recreation Department and the Purchasing Division staff recommend awarding the Aquatic Complex Electrical Equipment Replacement to Mills Electric Service, Inc. of Fort Lauderdale, Florida in the amount of $285,900. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

Presenting: Robert Hunter

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Aquatic Complex Electrical Equipment Replacement (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award the contract for Bid #24-C-260F for Aquatic Complex Electrical Equipment Replacement to **Mills Electric Service, Inc.** of Fort Lauderdale, Florida in the amount of $285,900. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

ATTACHMENTS: #1 – Agreement with Mills Electric Service, Inc.
#2 – Bid Tabulation

BACKGROUND:

The Coral Springs Aquatic Complex needs to replace its electrical equipment and switchgear in the electrical room. This critical infrastructure is the original equipment installed in 1990 and is essential for providing electrical service to the entire facility. Upgrading this equipment is necessary to ensure the reliable and safe operation of the complex, which serves as a key recreational and competitive venue in the community, as well as for national and international swimmers.

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The references provided by Mills Electric Service, Inc. were contacted and the responses came back favorable. Mills Electric Service, Inc. has been awarded projects of similar size and scope of work for other municipalities within the state and has performed well.

The Parks & Recreation Department and the Purchasing Division staff recommend awarding the Aquatic Complex Electrical Equipment Replacement to Mills Electric Service, Inc. of Fort Lauderdale, Florida in the amount of $285,900. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

CONTRACT

THIS CONTRACT, made and entered into this _____day of _____, 2024 (hereinafter "Effective Date") by and between:

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

&

MILLS ELECTRIC SERVICE, INC.
830 N.W. 57th Court
Fort Lauderdale, Florida 33309
(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, this Contract and all Exhibits attached hereto, Addenda, the record of the Contract award by OWNER'S City Commission, the Notice of Award, Notice to proceed, Payment and Performance Bonds, the Special Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2
SCOPE OF THE WORK

The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents and as provided for in Exhibit "A" attached hereto.

AQUATIC COMPLEX ELECTRICAL EQUIPMENT REPLACEMENT

ARTICLE 3
CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within Sixty (60) calendar days from the date of Contract Commencement. Final completion of the work will be Thirty (30) calendar days after Substantial Completion. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4
CONTRACT SUM

The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Two Hundred Fifty-Five Thousand Nine Hundred Dollars **($255,900).** OWNER may also expend up to Thirty Thousand Dollars ($30,000.00) in miscellaneous work allowance, as provided for CONTRACTOR's original bid.

ARTICLE 5
PROGRESS PAYMENTS

5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month in accordance with Article 13 of the Construction Services General Conditions. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the PROJECT MANAGER or Contract Documents. Each requisition shall be submitted in triplicate to the PROJECT MANAGER for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the PROJECT MANAGER and ARCHITECT of the CONTRACTOR'S requisition for payment.

5.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained for projects valued over $200,000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

5.3 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained for projects valued under $200.000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

5.4 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

5.4.1 Defective work not remedied.

5.4.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

5.4.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

5.4.4 Damage to another contractor not remedied.

5.4.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.

5.4.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.

5.4.7 Reasonable evidence that the work will not be completed within the Contract Time.

5.4.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6
E-VERIFY

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

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

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

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

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

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

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

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

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the PROJECT MANAGER and ARCHITECT.

ARTICLE 8
SCRUTINIZED COMPANIES

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

renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

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

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

ARTICLE 9
FORCE MAJEURE AND APPROPRIATION

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

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

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.

10.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

10.3 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 the State, the validity of the remaining portion or provision shall not be affected thereby.

10.4 **The City reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the City. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the City until items are installed, and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.**

10.5 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 202__.

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Jun 17, 2024 11:02 EDT)
_____
SHERRY WHITACRE, Senior Deputy City Attorney

MILLS ELECTRIC SERVICE, INC.

By:

Title: Secretary

Print Name: James Stubblefield

AQUATIC COMPLEX ELECTRICAL EQUIPMENT REPLACEMENT
BID NO. 24-C-260F
TABULATION

Vendor	Mills Electric Service, Inc
Phone	954-640-5262
City	Fort Lauderdale
Total Base Bid	$255,900.00
Work Allowance	$30,000.00
Total Base Bid Amount	$285,900.00

Summary Sheet

Agenda Item: 19.

Meeting Date: June 26, 2024

Subject: Water Supply Well Rehabilitation (John Norris)

Requested Action: Request to renew the contract for Bid #22-B-188F for the Water Supply Well Rehabilitation to **Aquifer Maintenance and Performance Systems, Inc.** of West Palm Beach, Florida from July 31, 2024 through July 30, 2026 with the option to renew for one (1) additional two (2) year renewal; and to authorize the Purchasing Manager to execute and approve the final renewal. The estimated annual expenditure is $250,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet
Amendment to Agreement with Aquifer Maintenance and Performance Systems, Inc.

Background / Description: On June 15, 2022 the City Commission awarded the contract to Aquifer Maintenance and Performance Systems, Inc. to provide rehabilitation services to the water supply wells located within the City of Coral Springs' Water District. These wells require periodic maintenance and rehabilitation throughout the year to keep them functioning properly. Aquifer Maintenance and Performance Systems, Inc. is an experienced and qualified firm that has properly maintained and rehabilitated the water supply wells as needed for the past two (2) years to meet the demands of the potable water supply to its residents.

The Utilities Division utilizes this contract to service the wellfields throughout the City. The Utilities Division does not have trained staff, equipment, or materials to perform the necessary rehabilitation required to maintain the wellfields. Using an experienced contractor like Aquifer Maintenance and Performance Systems, Inc. has allowed the City to properly service the water supply wells in an efficient and timely manner.

The Public Works Utilities Division and Purchasing Division staff recommend renewing the contract for Water Supply Well Rehabilitation to Aquifer Maintenance and Performance Systems, Inc. of West Palm Beach, Florida with an estimated annual expenditure of $250,000 from July 31, 2024 to July 30, 2026 with the option to renew for one (1) additional two (2) year term and authorize the Purchasing Manager to execute and approve the final renewal.

Presenting: John Norris

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Water Supply Well Rehabilitation (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to renew the contract for Bid #22-B-188F for the Water Supply Well Rehabilitation to **Aquifer Maintenance and Performance Systems, Inc.** of West Palm Beach, Florida from July 31, 2024 through July 30, 2026 with the option to renew for one (1) additional two (2) year renewal; and to authorize the Purchasing Manager to execute and approve the final renewal. The estimated annual expenditure is $250,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization. (REQUEST TO RENEW, AUTHORIZE)

PROJECT REVIEWED BY OR INCLUDED IN:

ATTACHMENTS: #1 – Amendment to Agreement with Aquifer Maintenance and Performance Systems, Inc.

BACKGROUND:

On June 15, 2022 the City Commission awarded the contract to Aquifer Maintenance and Performance Systems, Inc. to provide rehabilitation services to the water supply wells located within the City of Coral Springs' Water District. These wells require periodic maintenance and rehabilitation throughout the year to keep them functioning properly. Aquifer Maintenance and Performance Systems, Inc. is an experienced and qualified firm that has properly maintained and rehabilitated the water supply wells as needed for the past two (2) years to meet the demands of the potable water supply to its residents.

The Utilities Division utilizes this contract to service the wellfields throughout the City. The Utilities Division does not have trained staff, equipment, or materials to perform the necessary rehabilitation required to maintain the wellfields. Using an experienced contractor like Aquifer Maintenance and Performance Systems, Inc. has allowed the City to properly service the water supply wells in an efficient and timely manner.

The Public Works Utilities Division and Purchasing Division staff recommend renewing the contract for Water Supply Well Rehabilitation to Aquifer Maintenance and Performance Systems, Inc. of West Palm Beach, Florida with an estimated annual expenditure of $250,000 from July 31, 2024 to July 30, 2026 with the option to renew for one (1) additional two (2) year term and authorize the Purchasing Manager to execute and approve the final renewal.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC. FOR WATER SUPPLY WELL REHABILITATION SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2022, 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

AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC.
a Florida profit company
7146 Haverhill Road North
West Palm Beach, Florida 33047
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on June 15, 2022 CITY entered into an Agreement with CONTRACTOR for Water Supply Well Rehabilitation Services; and

WHEREAS, the current term expires on July 30, 2024; and

WHEREAS, the Agreement provides that it may be renewed for two (2) additional two-year terms, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for an additional term,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and are incorporated herein.

SECTION 2. TERM

The parties hereby renew the Agreement for an additional two (2) year term through July 30, 2026.

SECTION 3. Section 22 of the Agreement shall hereby be replaced in its entirety to read as follows:

RECORDS AND AUDIT

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

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

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

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

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

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

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

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

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

SECTION 4. Section 25 of the Agreement shall hereby be replaced in its entirety to read as follows:

ATTORNEYS FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 5. Section 29 of the Agreement shall hereby be replaced in its entirety to read as follows:

CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 6. Section 30 of the Agreement shall hereby be replaced in its entirety to read as follows:

FORCE MAJEURE AND APPROPRIATION

22.01 In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances;

nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

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

SECTION 7. Section 32 of the Agreement is hereby amended to read as follows:

NOTICES

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

SECTION 8. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 9. SEVERABILITY

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

SECTION 10. This Amendment shall become effective upon approval by the City Commission.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

_____
GEORGIA ELLIOTT, CMC, City Clerk

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Jun 11, 2024 08:15 EDT)
CHRISTINA M. GOMEZ
Assistant City Attorney

AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC

By: James Murray
James Murray (Jun 11, 2024 07:15 EDT)

Title: President

Print Name: James Murray

Detail by Entity Name

Florida Profit Corporation
AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC.

Filing Information

Document Number	M94494
FEI/EIN Number	65-0071672
Date Filed	08/16/1988
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/04/1991
Event Effective Date	NONE

Principal Address

7146 HAVERHILL ROAD N.
WEST PALM BEACH, FL 33407

Changed: 03/29/2010

Mailing Address

7146 HAVERHILL ROAD N.
WEST PALM BEACH, FL 33407

Changed: 03/29/2010

Registered Agent Name & Address

RICHARD, LANCE P
51 EAST OCEAN BLVD
STUART, FL 34994

Name Changed: 10/22/2008

Address Changed: 10/22/2008

Officer/Director Detail

Name & Address

Title P

MURRAY, JAMES
3679 SW ST. LUCIE SHORES
PALM CITY, FL 34990

Title TS

PRINDIBLE, JAYNE
2631 NW 9TH TERRACE
WILTON MANORS, FL 33311

Annual Reports

Report Year	Filed Date
2022	02/17/2022
2023	03/20/2023
2024	03/13/2024

Document Images

03/13/2024 -- ANNUAL REPORT	View image in PDF format
03/20/2023 -- ANNUAL REPORT	View image in PDF format
02/17/2022 -- ANNUAL REPORT	View image in PDF format
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03/08/2016 -- ANNUAL REPORT	View image in PDF format
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04/26/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
03/17/2009 -- ANNUAL REPORT	View image in PDF format
10/22/2008 -- Reg. Agent Change	View image in PDF format
05/28/2008 -- ANNUAL REPORT	View image in PDF format
05/17/2007 -- ANNUAL REPORT	View image in PDF format
03/23/2006 -- ANNUAL REPORT	View image in PDF format
02/15/2005 -- ANNUAL REPORT	View image in PDF format
01/07/2004 -- ANNUAL REPORT	View image in PDF format
04/11/2003 -- ANNUAL REPORT	View image in PDF format
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05/09/2000 -- ANNUAL REPORT	View image in PDF format
05/05/1999 -- ANNUAL REPORT	View image in PDF format
05/11/1998 -- ANNUAL REPORT	View image in PDF format
05/08/1997 -- ANNUAL REPORT	View image in PDF format

06/24/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with Aquifer Maintenance & Performance Systems, Inc.

Final Audit Report 2024-06-11

Created:	2024-06-10
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXtQ1VAWTgoD4VhrVPzJgzQWLVkSO6koD

"Agreement with Aquifer Maintenance & Performance Systems, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-06-10 - 8:50:29 PM GMT- IP address: 24.233.167.201

Document emailed to Jlp714 Prindible (ampsjlp@gmail.com) for signature
2024-06-10 - 8:51:18 PM GMT

Email viewed by Jlp714 Prindible (ampsjlp@gmail.com)
2024-06-11 - 11:04:07 AM GMT- IP address: 66.249.88.103

Signer Jlp714 Prindible (ampsjlp@gmail.com) entered name at signing as James Murray
2024-06-11 - 11:15:27 AM GMT- IP address: 12.23.132.194

Document e-signed by James Murray (ampsjlp@gmail.com)
Signature Date: 2024-06-11 - 11:15:29 AM GMT - Time Source: server- IP address: 12.23.132.194

Document emailed to cgomez@coralsprings.gov for signature
2024-06-11 - 11:15:31 AM GMT

Email viewed by cgomez@coralsprings.gov
2024-06-11 - 12:14:59 PM GMT- IP address: 24.233.167.201

Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-06-11 - 12:15:47 PM GMT- IP address: 24.233.167.201

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-06-11 - 12:15:49 PM GMT - Time Source: server- IP address: 24.233.167.201

Agreement completed.
2024-06-11 - 12:15:49 PM GMT

Summary Sheet

Agenda Item: 20.

Meeting Date: June 26, 2024

Subject: Purchase and Installation of Motorola Equipment (Chief McNally)

Requested Action:

Request to amend contract for purchase and installation of Motorola Equipment, Item # 22-B-202M, from **Motorola Solutions, Inc.** of Chicago, Illinois utilizing the National Association of State Procurement Officials (NASPO) Contract #43190000-22-NASPO-ACS from April 19, 2023 through December 31, 2026 with the option to renew for one (1) additional two (2) year period.

Funding Source: Approved Grant Funds.

Strategic Goal: A Family-Friendly Community.

(REQUEST TO AMEND)

Funding Source: Receiving Grant to Expend

Placement: Consent

Attachments: Summary Sheet
#1 â€“ Federal Contract Provisions with Motorola Solutions, Inc.

Background / Description:

On April 19, 2023, the Commission approved the contract for purchase and installation of Motorola Equipment from Motorola Solutions, Inc. of Chicago, Illinois utilizing the National Association of State Procurement Officials (NASPO) Contract #43190000-22-NASPO-ACS from April 19, 2023 through December 31, 2026 with the option to renew for one (1) additional two (2) year period.

Emergency Management has received grant funding from the Community Development Block Grant CARES Act (CDBG-CV) to expend on necessary equipment to properly operate the Emergency Operation Center when activated for major disasters and life-threatening situations. Emergency Management is in need of Motorola APX N30 radios to have on hand during natural disasters to properly communicate and coordinate with all City personnel. CDBG-CV allows for the utilization of state and local intergovernmental agreements for procurement of common goods and services to encourage better pricing and procurement efficiency. The existing contract needs to be amended to include the Federal Contract Provisions for the piggyback to be in accordance with CDBG-CV procurement requirements.

By utilizing Motorola communication products, the City maintains its interoperability to seamlessly communicate with other municipalities that also utilize Motorola equipment. The Public Safety Industry mainly uses Motorola products for all of their public safety communications needs. Motorola has become the top choice of dispatch centers throughout the country due to its high performance and reliability during critical situations.

The Department of Emergency Management and the Purchasing Division staff recommend amending the contract for the Purchase and Installation of Motorola Equipment to Motorola Solutions, Inc. of Chicago, Illinois utilizing the NASPO Contract #43190000-22-NASPO-ACS to comply with the Community Development Block Grant CARES Act (CDBG-CV) procurement requirements.

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Purchase & Installation of Motorola Equipment (Chief McNally)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to amend contract for purchase and installation of Motorola Equipment, Item # 22-B-202M, from **Motorola Solutions, Inc.** of Chicago, Illinois utilizing the National Association of State Procurement Officials (NASPO) Contract #43190000-22-NASPO-ACS from April 19, 2023 through December 31, 2026 with the option to renew for one (1) additional two (2) year period.
Funding Source: Approved Grant Funds
Strategic Goal: A Family Friendly Community.
(REQUEST TO AMEND)

ATTACHMENTS: #1 – Federal Contract Provisions with Motorola Solutions, Inc.

BACKGROUND / DESCRIPTION:

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FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, Motorola Solutions, Inc. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's

option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein.

At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages

attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

[APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. § 3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY

[APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings,

highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

If applicable, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City (the “applicant”) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the

failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

VII. COMPLIANCE WITH DAVIS-BACON ACT

[WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT

[WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT

[APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied

upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator, or other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CITY OF CORAL SPRINGS, FLORIDA

By: _____

Title: _____

Date: _____

MOTOROLA SOLUTIONS, INC.

By: _____

Title: Territory Vice President

Date: Jun 19, 2024

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MOTOROLA SOLUTIONS, INC.

DANIEL SANCHEZ
Name

Territory Vice President
Title

Signature

Jun 19, 2024
Date

EXHIBIT B

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Motorola Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

MOTOROLA SOLUTIONS, INC.

Signature

DANIEL SANCHEZ

Printed Name

Territory Vice President

Title

Jun 19, 2024

Date

Detail by Entity Name

Foreign Profit Corporation
MOTOROLA SOLUTIONS, INC.

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Principal Address

500 West Monroe Street
Chicago, IL 60661

Changed: 02/20/2024

Mailing Address

500 West Monroe Street
Chicago, IL 60661

Changed: 02/20/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/21/1992

Address Changed: 05/21/1992

Officer/Director Detail

Name & Address

Title Secretary

500 West Monroe Street
Chicago, IL 60661

Title CHIEF EXECUTIVE OFFICER, CHAIRMAN

BROWN, GREGORY Q
500 West Monroe Street
Chicago, IL 60661

Title CHIEF FINANCIAL OFFICER & EXECUTIVE VICE PRESIDENT

WINKLER, JASON J
500 West Monroe Street
Chicago, IL 60661

Title SENIOR VICE PRESIDENT & TREASURER

GAZIOGLU, UYGAR
500 West Monroe Street
Chicago, IL 60661

Title CORPORATE VICE PRESIDENT & CHIEF ACCOUNTING OFFICER

MAHER, KATHERINE A
500 West Monroe Street
Chicago, IL 60661

Title VICE PRESIDENT, ASSISTANT SECRETARY, TAX

CARLIER, HELEN
500 West Monroe Street
Chicago, IL 60661

Title VICE PRESIDENT, REGIONAL SALES SOUTHEAST

FERNANDEZ, JANET
401 EAST LAS OLAS BOULEVARD
16TH FLOOR
FT. LAUDERDALE, FL 33301

Title VICE PRESIDENT, MSSSI & TERRITORY VICE PRESIDENT

SANCHEZ, DANIEL "DANNY"
401 EAST LAS OLAS BOULEVARD
16TH FLOOR
FORT LAUDERDALE, FL 33301

Title DIRECTOR

500 West Monroe Street
Chicago, IL 60661

Annual Reports

Report Year	Filed Date
2022	07/06/2022
2023	03/04/2023
2024	02/20/2024

Document Images

02/20/2024 -- ANNUAL REPORT	View image in PDF format
02/06/2024 -- Amendment	View image in PDF format
03/04/2023 -- ANNUAL REPORT	View image in PDF format
07/06/2022 -- ANNUAL REPORT	View image in PDF format
11/10/2021 -- Amendment	View image in PDF format
10/11/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
03/19/2020 -- ANNUAL REPORT	View image in PDF format
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09/26/2001 -- REINSTATEMENT	View image in PDF format
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05/04/1999 -- ANNUAL REPORT	View image in PDF format
04/14/1998 -- ANNUAL REPORT	View image in PDF format

04/08/1996 -- ANNUAL REPORT	View image in PDF format
04/17/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Federal Contract Provisions

Final Audit Report 2024-06-19

Created:	2024-06-13
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARUtQfTDMEs9WMjkc8Mp-Kv7jSd2ydKFD

"Federal Contract Provisions" History

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Summary Sheet

Agenda Item: 21.

Meeting Date: June 26, 2024

Subject: Ordinance 2024-109, Second Reading, Live Local Act (LDA24-0002) (Julie Krolak)

Requested Action: Request to approve and adopt on second reading Ordinance 2024-109, amending Article XVIII (Live Local Act); providing for conflicts; providing for severability; providing for codification; providing for an effective date. (LDA24-0002)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE, ADOPT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: Summary Sheet
#1 - Ordinance 2024-109
#2 - Petition LDA24-0002
#3 - Busines Impact Estimate

Presenting: Julie Krolak

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: June 26, 2024
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 2128

SUBJECT: Ordinance 2024-109: Second Reading, Live Local Act (LDA24-0002)

PLACEMENT: Policy Formation

REQUESTED ACTION: Request to approve and adopt Second Reading of Ordinance 2024-109 amending Article XVIII (Live Local Act); providing for conflicts; providing for severability; providing for codification; providing for an effective date; Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (LDA24-0002) (REQUEST TO APPROVE AND ADOPT)

PRIOR ACTION:

6/5/2024	Commission approved (5-0, unanimous) First Reading of Ordinance 2024-109.
4/8/2024	Planning & Zoning Board forwarded a favorable recommendation (3-0, unanimous) to Commission relative to LDA24-0002.
3/6/2024	Commission approved (5-0, unanimous) Second Reading of Ordinance 2024-101.
2/21/2024	Commission approved (5-0, unanimous) First Reading of Ordinance 2024-101.
8/16/2023	Commission approved Resolution 2023-033 adopting a Notice of Intent for pending regulation changes related to affordable housing development in commercial and industrial districts.

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

REQUEST TO APROVE AND ADOPT SECOND READING OF ORDINANCE 2024-109 AMENDING ARTICLE XVIII (LIVE LOCAL ACT).

LOCATION: __X__ Citywide

ATTACHMENTS:

#1 – Ordinance 2024-109
#2 – Petition LDA24-0002
#3 – Business Impact Estimate

Subject: Ordinance 2024-109: Second Reading, Live Local Act (LDA24-0002)

SUBJECT: PETITION OF THE CITY OF CORAL SPRINGS AMENDING LAND DEVELOPMENT CODE ARTICLE XVIII (LIVE LOCAL ACT). (LDA24-0002)

BACKGROUND/PURPOSE

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

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

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

The provisions of the Act detailed above became effective on July 1, 2023, and expires in 2033. In August 2023, the City Commission approved a zoning in progress to provide sufficient time for staff to review the requirements of the Act and propose a LDC amendment to address the new state regulations. On March 6, 2024, the City Commission passed Ordinance 2024-107 to ensure qualifying projects would benefit from the preemptions afforded by the Act, to address/clarify any regulatory gaps that are within the City's purview, while also implementing the overall vision and aesthetics of the City. While there have been no applications submitted in accordance with the Act, staff has received several inquiries on the eligibility of different properties throughout commercial districts.

During the 2024 legislative session, several new bills were introduced to clarify certain requirements and provide additional considerations under certain circumstances. SB328 was passed by the House and Senate and is currently pending the Governor's signature. The bill amends the 2023 Live Local Act land use and zoning provisions for qualifying developments to:

- Preempt a local government's floor area ratio for qualifying developments.
- Specify that a local government must reduce parking requirements for qualifying developments by at least 20 percent if the development is located within one-half mile of certain transportation facilities and has available parking within 600 feet.
- Clarify certain terms and definitions.
- Modify the building height allowances to address situations where a qualifying development is adjacent to single family parcels.
- Make clarifying changes pertaining to the density, height, and floor area ratio entitlements for qualifying developments.
- Require qualifying developments be treated as a conforming use following the affordability commitment.
- Require local governments publish procedures and expectations for the administrative approval of qualifying developments.
- Clarify that only the affordable units in a qualifying development must be rental units.
- Amends the ad valorem tax exemptions of the Live Local Act, established to incentivize development of multifamily rental units for individuals and families at specified household income levels.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect upon becoming law. Although not all changes in the 2024 bill apply to the City, there are a few items which require amendments to LDC Article XVIII Live Local Act.

ANALYSIS

In addition to preempting the location of affordable housing developments, the 2023 SB102 Act established building height and density standards, regardless of what the zoning district permits. The maximum permitted building height for a qualifying development may be the highest for a commercial or residential building within one mile of the subject property or three stories, whichever is higher. Since the City's highest allowed density is 40 dwelling units per acre, a qualifying development proposing mixed-use affordable housing would be permitted to develop 40 dwelling units per acre on a commercial or industrial zoned property if other LDC and Comprehensive Plan requirements are met.

The 2024 bill includes revisions to the 2023 bill that requires an amendment to the recently adopted City code, Article XVIII Live Local Act. The proposed amendment is to ensure the City's LDC is consistent with state requirements where applicable. The following sections will be included in the amendment.

Definitions:
SB328 provides a definition for *major transportation hub*, which means *any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options*. This new definition requires addition to the City's code.

Additional Development Standards:
This section provides requirements for maximum height and density. The maximum height shall be the highest currently allowed for a commercial or residential building. The proposed

amendment to Article XVIII clarifies the "currently allowed" height and density provisions do not include any bonuses or special exceptions provided in the LDC as incentive for development.

Parking:
Article XVIII includes provisions for qualifying developments concerning requests for parking reductions of up to 5% if located within one-half mile from a transit stop. In order to maintain consistency with the SB328, the LDC is amended to allow for qualifying developments to request a parking reduction of up to 5% if located within one-quarter mile of a transit stop.

Additionally, SB 328 adds the requirement for municipalities to permit a parking reduction by at least 20% for qualifying developments if located within one-half mile of a *major transportation hub*, accessible by safe, pedestrian-friendly sidewalks, bike paths, and other multimodal design features, and has available parking within 600 feet for use by the residents. However, the City may not require available parking compensate for the reduction in parking requirements.

Expiration or loss of qualifying development status:
SB 328 requires qualifying developments be treated as a conforming use after the expiration of the development's affordability period of at least 30 years and after the sunset of the bill (2033). The LDC has been updated to be consistent.

SUMMARY

The purpose of the proposed amendment is to ensure qualifying developments comply with local and state requirements. Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission for LDA24-0002.

INTERVENING ACTION FROM APRIL 8, 2024 PLANNING AND ZONING BOARD MEETING

The Planning and Zoning Board forwarded a favorable recommendation (3-0, unanimous) relative to LDA24-0002 amending Article XVIII (Live Local Act). The bill was approved by the Governor on May 16, 2024.

INTERVENING ACTION FROM JUNE 5, 2024 CITY COMMISSION MEETING

The Commission held a public hearing to consider Ordinance 2024-109 and voted unanimously, 5-0, to approve first reading and set second reading for June 26, 2024.

ORDINANCE NO. 2024-109

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

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

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

WHEREAS, on March 6, 2024, the City Commission adopted Ordinance 2024-107 revising the City's Land Development Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, subsequent to the adoption of that Ordinance, the Legislature passed Senate Bill 328, which includes revisions to the Act; and

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

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

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

SECTION 2. Section 2501070 of the Coral Springs Land Development Code, entitled "Qualifying development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act", is hereby amended to read as follows:

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

(a) *Intent and purpose.*

The purpose of this section is to establish procedures and regulations for the development of mixed-use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act"), as amended from time to time, which development involves a combination of residential and non-residential components, and a combination of dwelling units, at least forty percent (40%) of which must qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

* * * *

(c) *Definitions.*

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

Gross Square Footage (Gross Floor Area) shall mean the sum (in square feet) of the area of each floor level, measured from principal outside faces of exterior walls, including, but not limited to, basements, corridors, hallways, utility areas, elevators, storage rooms, staircases, and mezzanines, but not including architectural projections. Included are areas that have floor surfaces with clear standing headroom (six (6) feet, six (6) inches minimum) regardless of their use. This definition includes areas which are not enclosed, but roofed; however, it does not include unroofed areas.

Major transportation hub shall mean any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

* * * *

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

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

* * * *

(e) *Applicable development regulations.*

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

* * * *

(6) *Additional development standards.*

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

(i) Maximum density and height:

1. With respect to the residential component of a qualifying development, the maximum density shall be the highest currently allowed density on any land in the City where residential development is allowed by right. This does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the Land Development Code ("LDC") as an incentive for development. ~~without incorporation of any bonus density and/or flex and reserve units.~~ The maximum permitted density in the City is forty (40) dwelling units per acre.

2. The maximum height shall be the highest currently allowed for a commercial or residential ~~development~~ building within the City and within one (1) mile of the proposed development, or three (3) stories, whichever is higher. This

does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the LDC as an incentive for development.

3. If the proposed development is adjacent to, on two (2) or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least twenty-five (25) contiguous single-family homes, the City may restrict the height of the proposed development to one hundred fifty (150) percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the LDC, or three (3) stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line but does not include properties separated by a public road.

* * * *

c. Maximum plot coverage: Uses shall be limited to a plot coverage of buildings and other impervious areas of no more than eighty (80) percent.

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

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

* * * *

g. Parking.

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

(ii) A qualifying development that is located within ~~one-half (1/2)~~ one-fourth (1/4) mile of a ~~major~~ transit stop, as determined by the City, may request up to a five percent (5%) reduction in the total parking requirements, and such request shall be evaluated based on site conditions and the following criteria:

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

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

iii. The City must reduce parking requirements by at least twenty (20) percent for a proposed qualifying development if the qualifying development:

1. Is located within one-half (1/2) mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features.

2. Has available parking within six hundred (600) feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, the City may not require that the available parking compensate for the reduction in parking requirements.

* * * *

(8) *Expiration or loss of qualifying development status.*

a. *Penalties.*

* * * *

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

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

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

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

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

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

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

SECTION 6. Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Coral Springs; and that the sections of this Ordinance

may be renumbered or re-lettered and the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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

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

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

_____
SCOTT BROOK, MAYOR

ATTEST:

_____
GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ___
Motion /2nd

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

Community Development
9500 West Sample Road | Coral Springs, FL 33065
coralsprings.gov/communitydevelopment
Phone: (954) 344-1160 | Fax: (954) 344-1181
Monday-Thursday 8:00 a.m.-5:30 p.m. | Friday 8:00 a.m.-3:00 p.m.

Hover form fields for instructions.

Land Development Code Amendment (LDA) Petition

Petitioner Information

Tina Jou, City of Coral Springs
Name (or firm)

tjou@coralsprings.gov
Email

Amendment Information

Article XVIII Live Local Act
Sections of the code to be amended

Proposed amendment

Amending Land Development Code Article XVIII Live Local Act to be consistent with SB 328 "Live Local Act Glitch Bill"

Reason for amendment

SB328 "Live Local Glitch Bill" was adopted by the state legislature in 2024. It amends the initial bill (SB102) passed in 2023, including modifications to height preemptions, parking requirements, and treatment of qualifying developments as conforming uses even after expiration of affordability period. City LDC Article VXIII requires amendment to be consistent with the changes in the state requirements.

What is the public benefit of the proposed code amendment?

The code amendment is required to maintain consistency with the new state bill.

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

This code amendment updates Land Development Code Article XVIII Live Local Act to be consistent with SB328.

Does this amendment impact the cost of housing? ○ Yes ◉ No

If yes what is the approximate increase per unit? _____

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

Notary Public

The foregoing instrument was acknowledged before me on 18th day of March, 2024

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

✓ personally known ○ produced identification ID type _____

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

Judith Butler 3/18/24
Notary signature/date

My commission expires Oct 3, 2027

Submit the following with this form.

- Two (2) 11" x 17" sets of site plans of subject property
- CD containing digital copies of all documents in PDF file
- **$4,676.48** fee plus recordation fee and legal advertising costs to be determined by City Clerk (954-344-1065)

Submit by Email

Community Development Division use only

Petition # LDA24-0002 LLA Accepted by _____ Date accepted _____

City of Coral Springs
Business Impact Estimate Form

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

Title and File ID # of proposed ordinance:
Ordinance 2024-109 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING ARTICLE XVIII "LIVE LOCAL ACT"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section A

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

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

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

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

The code amendment is required to maintain consistency with the new state bill SB328.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

Prepared by: Tina Jou
Print name and title

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

Summary Sheet

Agenda Item: 30.

Meeting Date: June 26, 2024

Subject: Ordinance 2024-112, Second Reading, Floodplain Regulations (John Norris)

Requested Action: Request to approve and adopt on second reading Ordinance 2024-112, amending Chapter 2, Article V of the Land Development Code of the City of Coral Springs, entitled "Floodplain Regulations," to update the definition of market value and the date of the flood insurance study and flood insurance rate maps; providing for applicability; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.
Funding Source: Not Applicable.
Strategic Goal: An Active, Healthy Community.
(REQUEST TO APPROVE, ADOPT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: Ordinance 2024-112
Business Impact Estimate

Background / Description: City Ordinance must be revised to comply with Florida Department of Emergency Management, Florida Building Code and to maintain our Community Rating with the National Flood Insurance Program (NFIP). On January 31, 2024, the Federal Emergency Management Agency (FEMA) issued the Letter of Final Determination for the revised Flood Insurance Study and Flood Insurance Rate Map (FIRMs) for Broward County. That letter establishes July 31, 2024, as the deadline to demonstrate the city's floodplain management ordinance complies with the National Flood Insurance Program (NFIP) requirements.

Presenting: John Norris

ORDINANCE 2024-112

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "FLOODPLAIN REGULATIONS," TO UPDATE THE DEFINITION OF MARKET VALUE AND THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes confers upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Coral Springs participates in the National Flood Insurance Program and the City Commission desires to continue to meet the requirements of Sections 59 and 60, Title 44 of the Code of Federal Regulations, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Broward County, Florida and Incorporated Areas, with an effective date of July 31, 2024; and

WHEREAS, the City Commission finds that amending the Land Development Code to update the date of the flood insurance study and flood insurance rate maps is in the best interests of the citizens of the City of Coral Springs; now, therefore,

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

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

SECTION 2. That Chapter 2, Article V of the Land Development Code of the City of Coral Springs, entitled "Floodplain Regulations", is hereby amended to read as follows:

ARTICLE V. FLOODPLAIN REGULATIONS

* * * *

Sec. 251. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

* * * *

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

* * * *

Sec. 253. Applicability.

(1) *General*. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

* * * *

(3) *Basis for establishing flood hazard areas.* The flood insurance study for Broward County, Florida and Incorporated Areas dated ~~August 18, 2014~~ July 31, 2024, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at City Hall, 9500 West Sample Road, Coral Springs, Florida 33065.

* * * *

SECTION 3. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Coral Springs. This ordinance shall apply to all applications

for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

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

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

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

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

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

_____
SCOTT BROOK, MAYOR

ATTEST:

_____
GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ___
Motion /2nd

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

City of Coral Springs
Business Impact Estimate Form

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

Title and File ID # of proposed ordinance:
ORDINANCE 2024-112 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED "FLOODPLAIN REGULATIONS," TO UPDATE THE DEFINITION OF MARKET VALUE AND THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section A

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

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

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

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

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

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

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

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

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

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

Prepared by: Chad Maraj, Civil Engineer
Print name and title

Chad Maraj Digitally signed by Chad Maraj Date: 2024.05.16 11:42:59 -04'00'
Signature and Date

Summary Sheet

Agenda Item: 22.

Meeting Date: June 26, 2024

Subject: Economic Development Incentive Program Grant Agreement (Annie Norris)

Requested Action: Request to award the Economic Development Incentive Program Grant funding for an amount not to exceed $50,000 to 10191 Corp.
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: Exhibit A
Agreement

Background / Description: The Economic Development Incentive Program Grant is administered by the Economic Development Office. The 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 a 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.

10191 Corp.
The building owner 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).

10191 Corp. Project Description:

1. Addition of new, modern awnings for the entrance of the building.
2. Painting the exterior of the building facing Sample.
3. Epoxy/Resurfacing of walkway directly in front of the building.
4. Exterior door replacement.
5. Sealcoating and re-striping rear parking.

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 not to exceed $50,000.00 be awarded to 10191 Corp. and that the agreement be executed.

After approval by the City Commission, the applicant has until December 26, 2024 to complete the project. Grant funding is dispersed after project completion and full payment has been verified.

Presenting: Annie Norris

Exhibit A

City of Coral Springs
Economic Development Office

Economic Development Incentive Program

Building Exterior Improvement Grant

TO BE COMPLETED BY CITY STAFF

Applicant:	Maria Agai
Property Owner:	10191 Corp.
Property Address:	10191 W. Sample Road, Coral Springs, Florida, 33065
Building to be Improved:	10191 W. Sample Road, Coral Springs, Florida, 33065
Folio No.	4841210502240
Year Built:	1975
Building S.F.	21,545
BCPA 2022 Market Value:	2,965,900
City Utilities:	no
Active Code Cases:	

TO BE COMPLETED BY APPLICANT

Project Description

1. Addition of a new awning which will provide greater coverage for the entrances to the building. Additionally, the modern look will bring the building up to date. Accordingly, the enhancement will be both from a utility and decorative perspective.
2. Sealcoating and re-striping of the full building parking lot will enhance the appearance of the property resulting in increased appeal of both the property itself and the adjacent properties.
3. Painting of the front of the building will increase curb appeal and the appearance of the property. A better-looking building facing West Sample Road will result in beautification not only for the property itself but increase appeal of the adjacent properties.
4. Epoxy flooring will result in resurfacing of the walkway directly in front of the building offices. This will increase the value and appearance of the building, increasing curb appeal.
5. (2) Exterior door replacements.

Completion Date

- The Project shall be completed within 6 months after City Commission approval.

Selected Contractors and Cost

Company	Cost
Awnings by Valrose	$ 5,800.00
Exotic Coatings	$ 11,500.00
Sunshine Services	$ 2,950.00
Storm Pros	$5,928.24
	$
	$
	$
	$
Total Cost	**$26,178.24**
Recommended Grant Award (50% of eligible costs up to $50,000):	**$**

CORAL SPRINGS
EVERYTHING UNDER THE SUN

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 6 months of City Commission approval. After 6 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 the 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.
- 10191 Corp. shall remain in operation at 10191 W. Sample Rd for five (5) years following the receipt of Program grant funds.

GRANT AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND 10191 CORP.

THIS AGREEMENT, made and entered into the 18 day of JUNE, 2024 (hereinafter "Effective Date") by and between:

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

and

10191 CORP.
10191 West Sample Road
Coral Springs, Florida 33065
(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 Fifty Thousand Dollars ($50,000.00) 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 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 Fifty Thousand Dollars ($50,000.00).

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.

3.04 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 3.04, 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 Section 768.28, Florida Statutes, 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 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 CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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

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

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

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

9.04 NONCOMPLIANCE OF CONTRACTOR

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

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

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

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

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 ensure 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: Maria Agai
10191 Corp.
10191 West Sample Road
Coral Springs, Florida 33065

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, Florida Statutes, 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.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and 10191 Corp. have caused this Agreement to be executed, the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

SHERRY WHITACRE
Senior Deputy City Attorney

10191 CORP.

By: M. Agai

Print Name: MARIA AGAI

Title: OWNER

EXHIBIT "A"

Project Description

1. Addition of a new awning which will provide greater coverage for the entrances to the building. Additionally, the modern look will bring the building up to date. Accordingly, the enhancement will be both from a utility and decorative perspective.
2. Sealcoating and re-striping of the full building parking lot will enhance the appearance of the property resulting in increased appeal of both the property itself and the adjacent properties.
3. Painting the front of the building will increase curb appeal and the appearance of the property. A better-looking building facing West Sample Road will result in beautification not only for the property itself but increase appeal of the adjacent properties.
4. Epoxy flooring will result in resurfacing of the walkway directly in front of the building offices. This will increase the value and appearance of the building, increasing curb appeal.
5. (2) Exterior door replacements.

Completion Date

- The Project shall be completed within 6 months after City Commission approval.

EXHIBIT "B"

FINANCIAL REPORT

Name of Grantee: **10191 CORP.**

Total Amount of Eligible Costs	$
Total Amount of this Grant (50% of Eligible Costs up to Maximum of $50,000.00)	$

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: 23.

Meeting Date: June 26, 2024

Subject: Westview Drive Sidewalk Improvements (John Norris)

Requested Action: Request to award the contract for Bid #24-C-235F for Westview Drive Sidewalk Improvements to **FG Construction, LLC** of Tamarac, Florida in the amount of $2,438,497.23; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved ARPA Funds.
Strategic Goal: An Attractive Community.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source: ARPA

Placement: Policy Formation and Direction

Attachments: Summary Sheet
#1 - Agreement with FG Construction, LLC
#2 - Bid Tabulation

Background / Description: The Capital Improvement Program includes removing existing asphalt sidewalks and replacing them with ADA compliant concrete sidewalks along Westview Drive between the intersections of Coral Ridge Drive and Riverside Drive. In addition, an 8' shared use pathway will be installed along the north side of Westview Drive. This project will also include limited replacement of existing valley gutters, curbs, and regrading of the swales along Westview Drive between Coral Ridge Drive and Riverside Drive.

Specifications and drawings were prepared by Kimley-Horn and Associates, Inc. A formal bid package was prepared, solicited, and nine (9) bids were received. The lowest responsive bidder is FG Construction, LLC of Tamarac, Florida in the amount of $2,338,497.23 along with a $100,000 miscellaneous work allowance for a total of $2,438,497.23 The miscellaneous work allowance can only be used to cover any unforeseen conditions that may be encountered during construction and requires the City's approval.

The references provided by FG Construction, LLC were contacted by City staff and the responses came back favorable. FG Construction, LLC has been awarded projects of similar size and scope of work for other municipalities within Florida and has performed well.

The Public Works Department and the Purchasing Division staff recommend awarding the Westview Drive Sidewalk Improvements Project to FG Construction, LLC of Tamarac, Florida in the amount of $2,438,497.23 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Westview Drive Sidewalk Improvements (John Norris)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award the contract for Bid #24-C-235F for Westview Drive Sidewalk Improvements to **FG Construction, LLC** of Tamarac, Florida in the amount of $2,438,497.23. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved ARPA Funds.
Strategic Goal: An Attractive Community.
(REQUEST TO AWARD, AUTHORIZE)

ATTACHMENTS: #1 – Agreement with FG Construction, LLC
#2 – Bid Tabulation

BACKGROUND:

The Capital Improvement Program includes removing existing asphalt sidewalks and replacing them with ADA compliant concrete sidewalks along Westview Drive between the intersections of Coral Ridge Drive and Riverside Drive. In addition, an 8' shared use pathway will be installed along the north side of Westview Drive. This project will also include limited replacement of existing valley gutters, curbs, and regrading of the swales along Westview Drive between Coral Ridge Drive and Riverside Drive.

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CONTRACT

THIS CONTRACT, made and entered into this _____day of _____, 2024 (hereinafter "Effective Date") by and between:

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

&

FG CONSTRUCTION, LLC.
2701 N.W 55TH Ct.
Tamarac, Florida 33309
(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, this Contract and all Exhibits attached hereto, Addenda, the record of the Contract award by OWNER'S City Commission, the Notice of Award, Notice to proceed, Payment and Performance Bonds, the Special Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2
SCOPE OF THE WORK

The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents and as provided for in Exhibit "A" attached hereto.

WESTVIEW DRIVE SIDEWALK IMPROVEMENTS

ARTICLE 3
CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within Two Hundred and Ten (210) calendar days from the date of Contract Commencement. Final completion of the work will be Thirty (30) calendar days after Substantial Completion. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4
CONTRACT SUM

The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Two Million Three Hundred and Thirty Eight Thousand Four Hundred Ninety Seven Dollars and Twenty Three Cents **(**$2,338,497.23**).** OWNER may also expend up to Hundred Thousand Dollars ($100,000.00) in miscellaneous work allowance, as provided for CONTRACTOR's original bid.

ARTICLE 5
PROGRESS PAYMENTS

5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month in accordance with Article 13 of the Construction Services General Conditions. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the PROJECT MANAGER or Contract Documents. Each requisition shall be submitted in triplicate to the PROJECT MANAGER for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the PROJECT MANAGER and ARCHITECT of the CONTRACTOR'S requisition for payment.

5.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained for projects valued over $200,000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

5.3 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained for projects valued under $200.000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

5.4 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

5.4.1 Defective work not remedied.

5.4.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

5.4.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

5.4.4 Damage to another contractor not remedied.

5.4.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.

5.4.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.

5.4.7 Reasonable evidence that the work will not be completed within the Contract Time.

5.4.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6
E-VERIFY

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

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

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

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

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

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

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

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

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the PROJECT MANAGER and ARCHITECT.

ARTICLE 8
SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds

one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

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

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

ARTICLE 9
FORCE MAJEURE AND APPROPRIATION

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

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

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.

10.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

10.3 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 the State, the validity of the remaining portion or provision shall not be affected thereby.

10.4 **The City reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the City. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the City until items are installed, and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.**

10.5 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 2024.

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Jun 17, 2024 13:30 EDT)
_____
SHERRY WHITACRE, Senior Deputy City Attorney

FG CONSTRUCTION, LLC

By: Bao Dang (Jun 12, 2024 21:37 GMT+9)

Title: Manager

Print Name: Bao Dang

WESTVIEW DRIVE SIDEWALK IMPROVEMENT
BID NO. 24-C-235F
TABULATION

Vendor	FG Construction, LLC	Pedrail Systems, LLC	Homestead Concrete & Drainage, Inc.	M&M Asphalt Maintenance Inc.	Marcdan, Inc.
Phone	954-766-4053	844-473-3724	305-248-9649	561-588-0949	786-264-7165
City	Tamarac	Hialeah	Homestead	Delray Beach	Miami
Total Base Bid	$1,821,748.22	$1,755,550.00	$2,400,043.00	$2,436,667.50	$2,488,512.00
Work Allowance	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
Total Base Bid Amount	$1,921,748.22	$1,855,550.00	$2,500,043.00	$2,536,667.50	$2,588,512.00
Alt # 1 - Total Base Bid for Westview Drive Sidewalk Improvement	$516,749.01	$601,252.00	$772,835.00	$742,520.00	$704,954.00
Total Amount Alt #1	$516,749.01	$601,252.00	$772,835.00	$742,520.00	$704,954.00
Grand Total Amount	**$2,438,497.23**	**$2,456,802.00**	**$3,272,878.00**	**$3,279,187.50**	**$3,293,466.00**

Vendor	Team Contracting, Inc.	Pabon Engineering, Inc.	JVA Engineering Contractor, Inc.	Bergeron Land Development, Inc.
Phone	305-207-9799	305-218-3547	305-696-7902	954-680-6100
City	Miami	Miami	Miami	Fort Lauderdale
Total Base Bid	$2,559,384.00	$2,600,000.00	$2,976,347.00	$3,161,470.29
Work Allowance	$100,000.00	$100,000.00	$100,000.00	$100,000.00
Total Base Bid Amount	$2,659,384.00	$2,700,000.00	$3,076,347.00	$3,261,470.29
Alt # 1 - Total Base Bid for Westview Drive Sidewalk Improvement	$822,038.00	$1,240,000.00	$848,679.50	$755,614.20
Total Amount Alt #1	$822,038.00	$1,240,000.00	$848,679.50	$755,614.20
Grand Total Amount	**$3,481,422.00**	**$3,940,000.00**	**$3,925,026.50**	**$4,017,084.49**

Summary Sheet

Agenda Item: 24.

Meeting Date: June 26, 2024

Subject: Pierce Ladder Truck (Chief McNally)

Requested Action: Request to approve intent to build one Pierce Ladder Truck to **Oshkosh Corporation** of Oshkosh, Wisconsin through their authorized dealer, Ten 8 Fire & Safety, LLC of Bradenton, Florida.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: Summary Sheet

Background / Description: As part of the equipment/apparatus replacement plan, our 2015 Pierce 107' ladder truck is due for its scheduled replacement. The current unit is expected to stay in service as a frontline unit until the new apparatus is completed and delivered. Once the new unit is placed into service the current unit will service as a reserve ladder truck. As is the case with most other suppliers there is a significant delay in this type of equipment and this particular purchase is expected to take up to 48 months for completion and delivery, by securing our position in the building queue, we can ensure that there is no additional delays in receiving this equipment. Staff reviewed several contracts from which fire apparatus could be purchased. The Sourcewell Contract 113021-OKC-1 offered the best contract for a Pierce Custom Enforcer 107' Ascendant PUC Ladder Truck. Staff recommends approval of a letter of intent to build for a Pierce Custom Enforcer 107' PUC Ladder Truck through Ten-8 Fire & Safety, LLC of Bradenton Florida. With the letter of intent to build, Ten-8 Fire & Safety, LLC will put our ladder-truck build in queue for production to not further delay the process.

The Fire Department and the Purchasing Division staff recommend approving the intent to build one Pierce Ladder Truck to Oshkosh Corporation of Oshkosh, Wisconsin through their authorized dealer, Ten 8 Fire & Safety, LLC. of Bradenton, Florida.

Presenting: Michael McNally

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Pierce Ladder Truck (Chief McNally)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve intent to build one Pierce Ladder Truck to Oshkosh Corporation of Oshkosh, Wisconsin through their authorized dealer, Ten 8 Fire & Safety, LLC of Bradenton, Florida.
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization.
(REQUEST TO APPROVE)

BACKGROUND/DESCRIPTON:

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The Fire Department and the Purchasing Division staff recommend approving the intent to build one Pierce Ladder Truck to Oshkosh Corporation of Oshkosh, Wisconsin through their authorized dealer, Ten 8 Fire & Safety, LLC. of Bradenton, Florida.

Summary Sheet

Agenda Item: 25.

Meeting Date: June 26, 2024

Subject: Design/Build of K-9 Facility (Chief McKeone)

Requested Action: Request to award LOI #24-B-164 Design/Build of K-9 Facility to **Anzco, Inc.** of Boca Raton, Florida in the amount of $648,127; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved ARPA Funds.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source: ARPA

Placement: Policy Formation and Direction

Attachments: Summary Sheet
#1 - Proposer List and Evaluation Committee
#2 - Agreement with Anzco, Inc.

Background / Description:

The City's Police Department is requiring the services of a qualified and experienced design-build firm to design and build a new K-9 Facility to house our police canines. Currently the department must board the canines at an offsite location when out of town. This new K-9 Facility will provide a workspace for each unit member, adequate storage space for canine supplies and a kennel capable of housing our canines when a handler is out of town. This also places their office in the unit's primary place of training.

A scope of services was prepared and included within the Letter of Interest that was solicited to procure the needed services. A two-step solicitation process was done with the first step being a Letter of Interest which was solicited on February 21, 2024 and a public opening was held on March 20, 2024 at 2:00 p.m. A total of two (2) proposals were received from the following firms:

- Ahrens Enterprises, Inc.
- Anzco, Inc.

The second step consisted of the two (2) firms submitting a cost proposal for the project. The second step was solicited on April 19, 2024 and the cost proposal were received on May 22, 2024.

The Evaluation Committee met on May 29, 2024 to discuss the received proposals and to set a date to conduct the interview process with both firms.

Presentations were conducted on June 5, 2024. Afterwards, a post presentation discussion and final

voting was held. The Evaluation Committee selected to move forward with Anzco, Inc.

Anzco, Inc. has extensive construction experience and is capable of delivering the project on time and within budget. They have a proven track record having done several projects for the City and other local municipalities.

The Evaluation Committee and the Purchasing Division staff recommend awarding LOI #24-B-164 for the Design/Build of K-9 Facility to Anzco, Inc. of Boca Raton, Florida in the amount of $648,127 and authorizing the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

Presenting: Brad McKeone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Design/Build of K-9 Facility (Brad McKeone)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award LOI #24-B-164 Design/Build of K-9 Facility to **Anzco, Inc.** of Boca Raton, Florida in the amount of $648,127. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved ARPA Funds
Strategic Goal: An Innovative, High-Performing and Sustainable Organization
(REQUEST TO AWARD, AUTHORIZE)

ATTACHMENTS: #1 – Proposer List and Evaluation Committee
#2 – Agreement with Anzco, Inc.

BACKGROUND / DESCRIPTION:

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City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: June 26, 2024

Subject: Design/Build of K-9 Facility

The Evaluation Committee and the Purchasing Division staff recommend awarding LOI #24-B-164 for the Design/Build of K-9 Facility to Anzco, Inc. of Boca Raton, Florida in the amount of $648,127 and authorizing the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

PROPOSERS
LOI #24-B-164
DESIGN/BUILD OF K-9 FACILITY

Ahrens Enterprises, Inc. 1461 Kinetic Road Lake Park, FL 33403 Contact: Richard C. Ahrens Phone: (561) 839-2820 Email: richard@ahrenscompanies.com	**Anzco, Inc.** 9671 Carousel Circle South Boca Raton, FL 33434 Contact: John Zak Phone: (954) 730-20305 Email: jzak@anzcoinc.com

Evaluation Committee Members

Voting Members:

Brad Mock, Administrations Deputy Chief of Police
Ryan Gallagher, Operations Deputy Chief of Police
Chad Maraj, Civil Engineer

DESIGN-BUILD CONSTRUCTION AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ANZCO, INC. FOR DESIGN-BUILD OF K-9 FACILITY

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

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

and

ANZCO, INC.
a Florida profit corporation
9671 Carousel Circle South
Boca Raton, Florida 33434
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on February 24, 2024, CITY issued a Letter of Interest Number 24-B-164 for Design-Build of K-9 Facility; and

WHEREAS, on June 26, 2024, the City Commission approved the recommendation of award to CONTRACTOR; and

WHEREAS, the procurement and negotiations pertaining to the services to be performed by CONTRACTOR were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes; and

WHEREAS, the Scope of Services gives the CONTRACTOR the ability to serve as contractor in charge of unique and complex projects related to Design-Build K-9 Facility; and

WHEREAS, by letter dated May 22, 2024, CONTRACTOR submitted the proposal to Design-Build K-9 Facility, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be awarded the contract to Design-Build K-9 Facility; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; 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:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.01 AGREEMENT: The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

1.02 CHANGE ORDER: A document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion, or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.03 CITY: The City Commission of the City of Coral Springs, Florida with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.04 CONTRACT DOCUMENTS: The Contract Documents consist of the Drawings, Plans and Specifications, Non-Collusive Affidavit, Public Entity Crimes Form, Contract, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Contract.

1.05 DEFECTIVE: An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

1.06 DESIGN CRITERIA PACKAGE: Concise, performance-oriented drawings or specifications of the public construction project. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provision for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

1.07 DRAWINGS: The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.08 EFFECTIVE DATE OF THE AGREEMENT: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.09 PROJECT MANAGER: Owner's Construction Project Manager as otherwise designated by the City Manager.

1.10 FIELD ORDER: A written order issued by the Project Manager which orders minor changes in the work, but which does not involve a change in the Contract price or the Contract time.

1.11 NOTICE OF AWARD: The written notice by CITY to the apparent successful offeror stating that upon compliance by the apparent successful offeror with the conditions precedent enumerated therein, within the time specified CITY will sign and deliver the Agreement.

1.12 NOTICE TO PROCEED: A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.13 SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.14 SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.15 SUPPLIER: A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

1.16 WORK: Work is the result of performing services, specifically including, but not limited to, professional design services and construction, furnishing labor, soil borings, equipment and materials incorporated, used or incorporated in the design and construction of the entire project as required by the Contract Documents.

1.17 WORK CHANGE DIRECTIVE: A written directive to CONTRACTOR issued on or after the effective date of the Agreement and signed by CITY and recommended by Project Manager ordering an addition, deletion or revision in the work. A work change directive shall not change the Contract price or time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.18 WRITTEN AMENDMENT: A written amendment of the Contract Documents, signed by CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering, non-architectural, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

(1) This Agreement.

(2) Final price proposal dated May 22, 2024 from CONTRACTOR to CITY, attached hereto and incorporated herein as Exhibit "A" to this contract.

(3) All applicable provisions of State, Federal or local law.

(4) Any modification, including all change orders, duly delivered after execution of Agreement.

2.02 ENTIRE AGREEMENT

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

2.03 INTENT

It is the intent of the Contract Documents to describe a functionally complete project consisting of total design performed by design professionals and construction to be completed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

2.04 CONFLICT, ERROR OR DISCREPANCY

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CITY and Project Manager in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CITY through the Project Manager.

2.05 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

2.05.1 A Change Order; or

2.05.2 A formal written amendment.

2.05.3 A work change directive.

2.06 SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the work may be authorized in one or more of the following ways:

2.06.1 OWNER'S approval of a shop drawing or sample; or

2.06.2 Project Manager's written interpretation or clarification.

2.06.3 A field order.

2.07 REPRESENTATION OF CONTRACTOR

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the work is to be performed.

2.08 BEFORE COMMENCING OPERATIONS

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. CONTRACTOR shall promptly report in writing to CITY and Project Manager any conflict, error, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Project Manager before proceeding with any Work affected thereby.

ARTICLE 3 - SCOPE OF WORK

CONTRACTOR shall provide all necessary program design services and all labor, materials, and equipment necessary to Design-Build K-9 Facility as detailed in Exhibit "A."

ARTICLE 4 - CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments, shall be substantially complete and ready for final payment within one hundred fifty (150) calendar days from the date of Contract Commencement. Final completion of the work will be thirty (30) days after Substantial Completion. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with the terms of this Contract.

ARTICLE 5 - CONTRACT SUM

CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the work subject to additions and deductions by Change Order, as provided in this Agreement, the Contract sum of Six Hundred Forty-Eight Thousand One Hundred Twenty-Seven Dollars ($648,127.00).

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.01 DESIGN RESPONSIBILITIES

6.01.1 CONTRACTOR shall determine the general scope, extent, and character of the Work. CONTRACTOR shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, a written description of the work and other documents to fix and describe the size, quality and characters of the Work, its architectural, structural, mechanical and electrical systems and the materials and other elements of the Work. CONTRACTOR shall submit the preliminary design documents to CITY for review and authorization to proceed with the final design preparation. Upon written authorization from CITY to proceed with the final design, CONTRACTOR shall prepare final drawings, plans, schedules, specifications, technical criteria, written descriptions, design data, construction documents and diagrams setting forth in detail the requirements for construction of the Work and submit the same to CITY for approval prior to commencing construction of the Work. All final design documents, plans, reports, studies, and other data prepared by CONTRACTOR shall bear the endorsement of a person in the full employ of CONTRACTOR and duly registered in the appropriate professional category.

6.01.2 After CITY'S acceptance of the final design documents, the original set of CONTRACTOR'S drawings, tracings, plans and maps shall be provided to CITY along with two (2) record sets of full size prints. CONTRACTOR shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the Work shown on the endorsed sheets was produced by CONTRACTOR. With the tracings and the record set of prints, CONTRACTOR shall submit a final set of design computations. The computations shall be bound in an 8 1/2" by 11" format and shall be endorsed (seal/signature as appropriate) by CONTRACTOR. Upon approval of the final design documents, CITY shall issue a written authorization to commence construction.

6.01.3 All tracings, plans, drawings, diagrams, specifications, maps, reports, and other design documents prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of CITY without restriction or limitation on their use.

6.01.4 All services shall be performed by CONTRACTOR to the satisfaction of CITY who, upon making a determination of acceptance or satisfaction, shall utilize generally accepted engineering standards as well as the design criteria package, and CITY'S published and approved engineering standards. Project Manager shall decide all questions, and disputes of any nature whatsoever that may arise by reason of the execution of this Agreement and the prosecution and fulfillment of the services hereunder.

6.01.5 Design shall be performed in accordance with the design criteria package by qualified architects, engineers and other professionals duly licensed by the State of Florida and holding current certificates of registration under the laws of the State of Florida to practice architecture and/or engineering and who are selected and paid by the CONTRACTOR.

6.02 LIABILITY FOR USE OF WORK FOR INTENDED PURPOSE

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional design services and the construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to provide professional design services and complete construction services. CONTRACTOR shall be liable for any defective or negligent design, whether patent or latent, and/or any negligence, strict liability, or breach of other legal duty as such may be found by a court of competent jurisdiction.

6.03 SHOP DRAWINGS AND SAMPLES

6.03.1 Within fourteen (14) calendar days after contract commencement, CONTRACTOR shall submit to Project Manager for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Project Manager to review the information as required.

6.03.2 CONTRACTOR shall also submit to Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents and shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.03.3 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.03.4 At the time of each submission, CONTRACTOR shall give Project Manager specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Project Manager for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR of its responsibility to comply with the Contract Documents.

6.03.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or Work required by the Agreement and not indicated on the drawings. No Work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.04 SUPERVISION AND SUPERINTENDENCE

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention, and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.05 RESIDENT SUPERINTENDENT

CONTRACTOR shall keep on the Work at all times during its progress, a competent resident superintendent and any necessary assistants who shall not be replaced without written notice to CITY unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

6.06 LABOR

6.06.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida and suppliers, selected and paid by the CONTRACTOR.

6.06.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 8:00 a.m. and 5:00 p.m., and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, or any legal holiday without CITY'S written consent.

6.07 MATERIALS

6.07.1 Unless otherwise specified herein, CONTRACTOR shall furnish, pay for, and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up, and proper completion of the Work.

6.07.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

6.08 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS

6.08.1 Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any work hereunder, CONTRACTOR shall furnish, in writing to CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has a reasonable objection. Failure of CITY to reply promptly shall constitute notice of no reasonable objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made a reasonable and timely objection. If CITY has reasonable objection to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no reasonable objection. CONTRACTOR shall not change a subcontractor, person, or entity previously selected if CITY makes reasonable objection to such change.

6.08.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR'S employees, Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing the Work under a direct or indirect contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

6.08.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.09 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

6.10 PERMITS

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception City shall waive initial City inspection fees related to this Contract; however, CONTRACTOR shall pay all fees relative to re-inspections, as they may be required from time to time.

6.11 LAWS AND REGULATIONS

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents are observed by CONTRACTOR to be at variance therewith.

6.12 RISK OF LOSS; TITLE

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.13 TAXES

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements.

6.14 USE OF PREMISES

6.14.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against CITY by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

6.14.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.14.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.15 ACCESS TO WORK

CONTRACTOR shall provide CITY, CITY'S consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith.

6.16 SAFETY AND PROTECTION

6.16.1 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

6.16.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

6.17 INDEMNIFICATION

6.17.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless OWNER, its officers, agents and employees, from liabilities damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by CONTRACTOR, his subcontractors, agents, servants or employees; (g) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every

name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against CITY, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of CITY, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of CITY when applicable.

6.17.4 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 including any costs or fees of an appeal shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended, from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 6.17 and its subparts.

6.18 SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.19 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by CITY, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.01 CITY shall furnish data required of CITY under the Contract Documents promptly.

7.02 Except for permits and fees, which are the responsibility of CONTRACTOR, CITY, shall secure and pay for necessary approvals, easements, assessments, and charges required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.03 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the

completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

ARTICLE 8 – PROJECT MANAGER'S RESPONSIBILITIES

8.01 Project Manager will be CITY'S representative during the construction period and until final payment is due.

8.02 VISITS TO SITE

Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Project Manager's efforts will be directed toward providing the CITY a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, the Project Manager shall keep CITY informed of the progress of the Work and shall endeavor to guard CITY against defects and deficiencies in the Work.

8.03 TECHNICAL CLARIFICATIONS AND INTERPRETATIONS

8.03.1 The Project Manager will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as Project Manager may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, neither CITY nor Project Manager will entertain any excuse for failure to execute the Work in a satisfactory manner.

8.03.2 The Project Manager will interpret and decide matters concerning performance under the requirements of the Contract Documents upon written request of either CITY or CONTRACTOR. The Project Manager will make initial decisions on all claims, disputes or other matters in question between CITY and CONTRACTOR. Written notice of each such claim, dispute or other matter will be delivered by claimant to Project Manager and the other party but in no event later than three (3) days after the occurrence of the event giving rise thereto and written supporting data will be submitted to the Project Manager and other party within five (5) calendar days after such occurrence. All written decisions of the Project Manager on any claim, dispute or other matter will be final and binding upon CITY and CONTRACTOR unless a written notice of intention to appeal from Project Manager's written decision is delivered within five (5) days after the date of such decisions and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within thirty (30) days of the date of such decision. The rendering of a decision by the Project Manager with respect to any such claim, dispute, or matter (except any which have been waived by the making or acceptance of final payment) is a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies existing under the Contract Documents or by law.

8.04 AUTHORIZED VARIATIONS IN WORK

The Project Manager may authorize minor variations in the Work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on CITY and also on CONTRACTOR, who shall perform the Work involved promptly.

8.05 REJECTING DEFECTIVE WORK

The Project Manager will have the authority to disapprove or reject Work which the Project Manager believes to be defective and will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

ARTICLE 9 - BONDS AND INSURANCE

9.01 PAYMENT AND PERFORMANCE BONDS

9.01.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing Work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the Surety Company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The Surety Company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858.

9.01.2 Two (2) separate bonds are required, and the CITY must approve both. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the Contract. The performance bond shall be conditioned that the CONTRACTOR performs the Contract in the time and manner prescribed in the Contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the Work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Contract which the CITY may be required to make under the law.

9.01.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

9.02 BONDS, REDUCTION AFTER FINAL PAYMENT

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Contract, upon notification by the CITY.

9.03 DUTY TO SUBSTITUTE SURETY

If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within seven (7) days thereafter substitute another bond and surety, both of which must be acceptable to CITY.

9.04 INSURANCE

9.04.1 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** The certificates of insurance shall not only name the types of polices provided but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 9 and its subparts of this Agreement. CONTRACTOR shall not commence Work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin Work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage and extension thereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

9.04.2 Insurance companies selected must be acceptable to the 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.

9.04.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Professional Liability Insurance (Errors and Omissions) Insurance for architectural and engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of $1,000,000.00 with a deductible (if applicable) not to exceed $5,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.

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

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:

$1,000.000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Builder's Risk Insurance in the amount not less than **THE REPLACEMENT COST** for the construction of the work. Coverage shall be "ALL Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than five thousand and xx/100 dollars ($5,000) per claim.

(d) Comprehensive General Liability with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

9.04.4 CONTRACTOR shall maintain the Products/Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of continuation of such insurance at final payment and one (1) year thereafter.

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

9.04.6 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 protect both parties as the primary coverage for any and all losses covered by the above described insurance.

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

9.04.8 The clauses "Other Insurance Provisions" and "Insurers 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.

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

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

9.04.11 The CONTRACTOR agrees to perform the Work under the Contract as an independent CONTRACTOR, and not as a sub-contractor, agent or employee of CITY.

9.04.12 CONTRACTOR shall require each of its subcontractors of any tier to maintain the insurance required herein for each category, and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

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

9.05 CITY'S LIABILITY AND INSURANCE

CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors, or others on the Work. CITY specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or

waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

ARTICLE 10 - WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

10.01 WARRANTY OF TITLE

The CONTRACTOR warrants the CITY that it possesses good, clear, and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

10.02 WARRANTY OF SPECIFICATIONS

The CONTRACTOR warrants that all equipment, materials, and workmanship furnished, whether furnished by the CONTRACTOR or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

10.03 WARRANTY OF MERCHANTABILITY

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.

10.04 CORRECTION PERIOD

CONTRACTOR warrants all material and workmanship for a minimum of one (1) year from date of acceptance by the CITY. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and satisfactorily correct and remove and replace any damage to other Work or the Work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

10.04.1 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

10.04.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR might have under the Contract Documents. Establishment of the time period of one (1) year as described in Paragraph 10.04.1 relates only to the specific obligation of the CONTRACTOR to correct the Work and has

no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to the CONTRACTOR'S obligation other than specifically to correct the Work.

10.05 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state, and local laws, regulations, and orders in carrying out its obligations under the Contract.

10.06 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

10.07 CONTRACTOR warrants to the CITY that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

10.08 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Contract.

10.09 No warranty, either express or implied, may be modified, excluded, or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

10.10 TESTS AND INSPECTIONS

10.10.1 CONTRACTOR shall give CITY timely notice of readiness of the Work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

10.10.2 Inspectors shall have no authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and Work with reasonable promptness.

10.10.3 The payment of any compensation whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the CONTRACTOR will constitute a breach of this Agreement.

ARTICLE 11 - CONTRACT TIME

11.01 CHANGE OF CONTRACT TIME

11.01.1 ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of CITY or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

11.01.2 NO RECOVERY FOR EARLY COMPLETION. If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the CITY shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the Work before such milestone or completion date. The duties, obligations, and warranties of the CITY to the CONTRACTOR shall be consistent with and applicable only to the completion of the Work and completion dates set forth in this Agreement.

11.03 LIQUIDATED DAMAGES

Upon failure of CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to CITY the sum of Two Hundred and 00/100 dollars ($200.00) for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. CITY shall have the right to deduct from and retain out of moneys which may be then due, or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CITY is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, architectural

fees, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to CONTRACTOR, whichever is later.

ARTICLE 12 - CHANGES IN THE WORK

12.01 CITY, without invalidating this Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

12.02 Change Orders which decrease the cost of the Work to CITY or increase the cost of the Work by an amount not in excess of Seventy-Five Thousand and xx/100 Dollars ($75,000.00) must be authorized and approved by CITY'S Manager or his authorized designee prior to their issuance. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the Work to CITY by an amount which exceeds Seventy-Five Thousand and xx/100 Dollars ($75,000.00), or twenty percent (20%) of the original contract price, or which extend the time for completion, must be formally authorized and approved by the CITY'S Commission prior to their issuance and before Work may begin. No claim against CITY for extra Work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.

12.03 The Contract price and Contract time shall be changed only by Change Order or written amendment.

12.04 Proposed Change Orders shall be prepared by the Project Manager on forms provided by CITY. When submitted for approval, they shall carry the signature of the appropriate CITY Official, the Project Manager and the CONTRACTOR.

12.05 If CITY and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract price or an adjustment of the Contract times that should be allowed as a result of a Work change directive, a claim may be made therefor.

12.06 CONTRACTOR shall not be entitled to an increase in the Contract price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

12.07 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility and the amount of each applicable bond shall be adjusted accordingly.

12.08 Any claim for adjustment in the Contract price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Project Manager not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract price or an extension of the Contract time will be valid if not submitted in accordance with this Paragraph.

12.09 The cost or credit to CITY from a change in the Work shall be determined by mutual agreement.

ARTICLE 13 - CHANGE IN CONTRACT PRICE

13.01 The Contract price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract price.

13.02 The Contract price may only be changed by a Change Order or by a written amendment. Any claim for an increase or decrease in the Contract price shall be based on written notice delivered to the Project Manager promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the amount of the claim with supporting data shall be delivered within twenty (20) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution of a claim for adjustment in the Contract price shall be effective until approved by CITY in writing. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph.

13.03 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract price shall be determined in one of the following ways:

13.03.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

13.03.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed twenty five point five percent (25.5%). If the negotiated lump sum Change Order exceeds the percentages set forth for "cost of Work" it must be accompanied by a detailed explanation justifying the increase.

13.03.3 On the basis of the cost of the Work (determined as provided in Paragraphs 13.04 and 13.05) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in Paragraph 13.06).

13.04 COST OF THE WORK

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items and shall not include any of the costs itemized in Paragraph 13.05:

13.04.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be

limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall not be included in the above unless authorized in writing by CITY.

13.04.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

13.04.3 Supplemental costs including the following:

13.04.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

13.04.3.2 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of the Project Manager, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

13.04.3.3 Sales, consumer, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws and regulations.

13.04.3.4 Royalty payments and fees for permits and licenses.

13.04.3.5 The cost of utilities, fuel, and sanitary facilities at the site.

13.04.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

13.04.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

13.05 NOT INCLUDED IN THE COST OF THE WORK

The term cost of the Work shall not include any of the following:

13.05.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters,

timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.04.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.

13.05.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

13.05.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

13.05.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

13.05.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

13.05.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.04.

13.06 CONTRACTOR'S FEE

CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

13.06.1 A mutually acceptable negotiated fee:

13.06.1.1 For costs incurred under Paragraphs 13.04.1 and 13.04.2, CONTRACTOR'S fee shall not exceed sixteen and a half percent (16.5%).

13.06.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 13.04.3.1, 13.04.3.2, 13.04.3.3, 13.04.3.4, 13.04.3.5, 13.04.3.6, 13.04.3.7, 13.05, 13.05.1, 13.05.2, 13.05.3, 13.05.4, 13.05.5 and 13.05.6.

13.06.1.3 The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease plus a deduction in CONTRACTOR'S fee of an amount equal to ten percent (10%) for the net decrease.

13.06.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, profit will not be paid on any Work not performed.

13.06.1.5 Subcontractor’s percentage markup on Change Orders for overhaul and profit shall be reasonable, but in no event shall the aggregate of the subcontractor’s overhead and profit

markups exceed ten percent (10%). In the event subcontractor is affiliated with the CONTRACTOR, no fee will be allowed on the subcontractor's costs. In the event there is more than one level of subcontractors, such as second and third tier subcontractors, the sum of all subcontractors' percentage markups for overhead and profit shall not in the aggregate exceed twenty-five point five percent (25.5%).

In no event shall the total aggregate percentage of markups for overhead and profit exceed twenty-five point five percent (25.5%).

13.07 COST BREAKDOWN REQUIRED

Whenever the cost of any Work is to be determined pursuant to Paragraphs 13.04 or 13.05, CONTRACTOR will submit in a form acceptable to the Project Manager an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown:

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment, and other items of cost.

(b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the Contract price, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

14.01 PROGRESS PAYMENTS

14.01.1 CONTRACTOR may requisition payments for Work completed during the project at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all Work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the Project Manager or Contract Documents. Each requisition shall be submitted in triplicate to the Project Manager for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the Project Manager of the CONTRACTOR'S requisition for payment.

14.01.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the Work is totally completed as specified and accepted by the CITY.

14.02 Substantial Completion and Punch List:

14.02.1 Following substantial completion as defined in Article 11.02, ARCHITECT/ENGINEER shall develop a single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable construction services purchased by OWNER in accordance with Sections 218.735 and 255.077, Florida Statutes, as amended from time to time (hereinafter referred to as the "Punch List").

14.02.2 ARCHITECT/ENGINEER shall develop and review the Punch List by conducting a site/field visit and evaluating the Work completed against the scope of service(s), applicable specifications, plans and drawings. Such evaluation may be completed by visual and/or physical inspection. The CONTRACTOR shall determine the cost of each item on the Punch List, and this shall be verified by ARCHITECT/ENGINEER by determining the pro rata share of work to be completed versus work that has been done through the use of unit prices or any other cost value(s) of the Work.

14.02.3 For construction projects having an estimated cost of less than $10 million, the Punch List will be developed within thirty (30) calendars days after reaching substantial completion. For construction projects having an estimated cost of more than $10 million, the Punch List will be developed within thirty (30) calendar days, or if extended by contract, up to forty-five (45) calendar days after reaching substantial completion.

14.02.4 ARCHITECT/ENGINEER shall provide the Punch List to CONTRACTOR within five (5) days after the Punch List has been developed and reviewed.

14.02.5 A Punch List shall be provided for each building, structure or phase if multiple buildings or structures are to be constructed or if the construction involves a multi-phased project.

14.03 FINAL INSPECTION

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CITY will make a final inspection and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.04 FINAL APPLICATION FOR PAYMENT

After CONTRACTOR has completed all such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after the Project Manager has indicated that the Work is acceptable, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work; or (2) CONTRACTOR'S receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under

this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond satisfactory to CITY to indemnify CITY against any lien.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed, and certified by a professional registered land surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until said drawings have been reviewed and approved by the Project Manager. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of the Project Manager they do not represent correct or accurate "As-built" drawings.

14.05 FINAL PAYMENT AND ACCEPTANCE

14.05.1 If, on the basis of the Project Manager's observation of the Work during construction and final inspection, and the Project Manager's review of the final application for payment and accompanying documentation, the Project Manager is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, the Project Manager will, within ten (10) days after receipt of the final application for payment, indicate in writing the Project Manager's recommendation of payment and present the application to CITY for payment. Thereupon, the Project Manager will give written notice to CITY and CONTRACTOR that the Work is acceptable. Otherwise, the Project Manager will return the application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to CITY of the application and accompanying documentation, in appropriate form and substance, and with the Project Manager's recommendation and notice of acceptability, the amount recommended by the Project Manager will become due and will be paid by CITY to CONTRACTOR.

14.05.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if the Project Manager so confirms, CITY shall, upon receipt of CONTRACTOR'S final application for payment and recommendation of the Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the Project Manager with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.06 Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the CITY to the CONTRACTOR when the Work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the Project Manager. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

(1) Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.

(2) Faulty or defective work and latent defects discovered after acceptance.

(3) Failure of the work to comply with the requirements of the Contract Documents.

(4) Terms of special warranties required by the Contract Documents.

(5) Any of CONTRACTOR'S continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

14.07 CITY'S RIGHT TO WITHHOLD PAYMENT

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

14.07.1 Defective Work not remedied.

14.07.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

14.07.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

14.07.4 Damage to another contractor not remedied.

14.07.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

14.07.6 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum.

14.07.7 Reasonable evidence that the Work will not be completed within the Contract time.

14.07.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 15 - TERMINATION OF THE CONTRACT

15.01 CITY'S RIGHT TO TERMINATE

Upon the occurrence of any one or more of the following events:

15.01.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

15.01.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

15.01.3 If CONTRACTOR makes a general assignment for the benefit of creditors.

15.01.4 If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

15.01.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

15.01.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

15.01.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

15.01.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

CITY may, after giving CONTRACTOR and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

15.02 TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the Agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.03 TERMINATION BY CONTRACTOR

If the Project Manager fails to recommend payment for a period of thirty (30) days through no fault of CONTRACTOR or if CITY fails to make payment thereon for a period of thirty (30) days, CONTRACTOR may, upon seven (7) additional days written notice to CITY and the Project Manager, terminate the Contract and recover from the Contract payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery.

ARTICLE 16 - NOTICE, COMPUTATION OF TIME

16.01 GIVING NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

CONTRACTOR : John Zale, President
Anzco, Inc.
9671 Carousel Circle South
Boca Raton, Florida 33434
jzale@anzco.com

CITY : Brad Mock, Administration Deputy Chief of Police
City of Coral Springs
2801 Coral Springs Drive
Coral Springs, Florida 33065

16.02 COMPUTATION OF TIME

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction,

such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

ARTICLE 17 - MISCELLANEOUS

17.01 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

17.02 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

17.03 CONTRACTOR 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.

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

17.05 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

17.06 The laws of the State of Florida shall govern the validity, construction, and effect of this Contract. Any claim, objection or dispute arising out of this Contract shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

17.07 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 the State, the validity of the remaining portion or provision shall not be affected thereby.

17.07.1 CITY reserves the right to issue separate purchase orders for the procurement of material, supplies, and equipment in connection with this project if it is beneficial to CITY. CONTRACTOR shall be responsible for all owner-furnished equipment from the date CONTRACTOR receives and takes possession of equipment furnished by CITY until items are installed, and project is completed. CONTRACTOR shall be responsible for the installation of any owner-furnished equipment.

ARTICLE 18 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

18.01 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

18.02 CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

18.03 CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

ARTICLE 19 - PUBLIC RECORDS AND AUDIT

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

19.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT,

CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1067.

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

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

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

19.04 NONCOMPLIANCE OF CONTRACTOR

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

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

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

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

ARTICLE 20 – SCRUTINIZED COMPANIES

20.01 CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

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

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

ARTICLE 21 – FORCE MAJEURE AND APPROPRIATION

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

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

ARTICLE 22 – E-VERIFY

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ANZCO, INC. have executed this Contract on the above date.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Jun 18, 2024 10:47 EDT)

SHERRY L. WHITACRE
Senior Deputy City Attorney

ANZCO, INC.

By: John B. Zak
John B. Zak (Jun 18, 2024 10:23 EDT)

Printed Name: John B. Zak

Date: Jun 18, 2024

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, Anzco, Inc. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's

option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein.

At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages

attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

[APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. § 3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY

[APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings,

highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

If applicable, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City (the “applicant”) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the

failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

VII. COMPLIANCE WITH DAVIS-BACON ACT

[NOT APPLICABLE TO THIS PROCURMENT]

VIII. COPELAND "ANTI-KICKBACK" ACT

[WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT

[APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied

upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator, or other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CITY OF CORAL SPRINGS, FLORIDA

By: _____

Title: _____

Date: _____

ANZCO, INC.

By: John B. Zak
John B. Zak (Jun 18, 2024 10:23 EDT)

Title: President

Date: Jun 18, 2024

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ANZCO, INC.

John B. Zak
Name

President
Title

John B. Zak
John B. Zak (Jun 18, 2024 10:23 EDT)
Signature

Jun 18, 2024
Date

EXHIBIT B

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Anzco, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ANZCO, INC.

John B. Zak
John B. Zak (Jun 18, 2024 10:23 EDT)

Signature

John B. Zak

Printed Name

President

Title

Jun 18, 2024

Date

Detail by Entity Name

Florida Profit Corporation
ANZCO, INC.

Filing Information

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Principal Address

9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Mailing Address

9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Registered Agent Name & Address

ZAK, JOHN B
9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Officer/Director Detail

Name & Address

Title P

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9671 CAROUSEL CIRCLE SOUTH
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Title VP

ZAK, CAROL L
9671 CAROUSEL CIRCLE SOUTH
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Title S

ZAK, CAROL L
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Title T

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Annual Reports

Report Year	Filed Date
2022	03/23/2022
2023	03/22/2023
2024	02/25/2024

Document Images

02/25/2024 -- ANNUAL REPORT	View image in PDF format
03/22/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
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03/10/2018 -- ANNUAL REPORT	View image in PDF format
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02/21/2016 -- ANNUAL REPORT	View image in PDF format
03/22/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
03/24/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
04/17/2011 -- ANNUAL REPORT	View image in PDF format
04/04/2010 -- ANNUAL REPORT	View image in PDF format
04/26/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT A

DATE: April 19, 2024 **RFP NO.: 24-B-164**

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

DESIGN/BUILD OF K-9 FACILITY (STEP 2)

Sealed Proposals must be received and time stamped in by the Purchasing Division, electronically, by mail, or hand delivery, no later than 2:00 p.m. local time on Wednesday, May 22, 2024. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Offeror is responsible for ensuring that the electronic files were properly received, any uncertainty regarding the time a Proposal is received will be resolved against the Offeror. Please submit your electronic Proposals to my email address listed below by the stated time and date. Physically delivered Proposals will also be accepted.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal Grants, as provided for in Title 2 Code of Federal Regulations (C.F.R.) Part 200 as well as the required Federal Contract Provisions of this proposal document as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program and other federal assistance programs. Please note that the Federal Davis-Bacon Wage Rates do not apply to this project. It is anticipated that the American Rescue Plan Act (ARPA) financial assistance will be used to fund the resulting contract. All work will be completed in compliance with ARPA's rules and guidance as well as federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

Any questions you may have regarding this Request for Proposal can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Friday, May 10, 2024 by 2:00p.m. Questions received after the stated date and time will not be addressed.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Purchasing Manager

I. SCOPE OF SERVICES

The awarded vendor will furnish all labor, materials, supplies, equipment, transportation, supervision, etc. to construct a **CONCRETE MASONRY BUILDING** per specifications as shown below and described in the attached exhibits. The scope includes the exterior structure and interior buildout; **PROSPECTIVE VENDORS SHALL PROVIDE PRICING FOR BOTH EXTERIOR AND INTERIOR BUILDOUTS.** The worksite of the project is located at the Police Firing Range, 4200 NW 121st Ave. Coral Springs Florida.

Design Build Team shall be responsible to perform all required site investigation to perform the work including but not limited to subsurface geotechnical exploration, existing utility verification (Water, Sewer, Drainage and Irrigation) and any environmental exploration/remediation required by jurisdiction have authority.

The Design Build Team shall create and provide all required construction documents for the development review committee (DRC) and acquisition of building permit(s). The new Building shall meet 2023 Florida Building Code with all its reference standards or latest version. The awarded vendor shall coordinate with the city throughout the design process providing a review plan set at 30%, 60%, 90% and 100% Construction Drawings. The team shall provide a list of expected shop drawings to be included in this project. Shop drawing review and approval required by the City Project Manager.

Site Work:

- Proposed cost shall be inclusive of all due diligence required to complete construction. This includes but is not limited to geotechnical soil borings, utilities locates and survey.
- Cost shall also be inclusive of all site restoration including asphalt, concrete and sod. Bahia Sod is acceptable.
- Contractors shall provide temporary construction with adequate Erosion Control and Soil Tracking measures.
- Contractor shall provide temporary construction fencing to separate construction area from daily operations of facility. Contractor shall also coordinate with Police Department for maintaining access for officers to enter and exit the existing asphalt pathway onsite.
- Contractor shall include costs of utility work into base bid:
    - **Water** Service can be found from existing backflow on site. No additional meter is required.
    - **Sanitary Sewer** connection to be made to onsite manhole. Contractor shall field-verify invert elevation. If discrepancies occur, notify City.
    - **Electrical** Service can be brought in from existing onsite Transformer. Contractor shall include cost for electrical connection. Contractor shall be responsible for preliminary site investigation prior to bid.
    - Existing **irrigation** pump to remain. Damaged irrigation shall be capped.

- **Drainage**: Roof drains shall be coordinated with city staff. Contractor shall account for routing roof leader discharge west tying into the existing dry retention system. Land around the proposed building shall be graded to provide positive drainage away from the building. If there are grading issues from proposed Finished Floor Elevation to matching adjacent site features. Coordinate with City Staff.

Building Requirements:

- Approximate building footprint 2250sf.
- Coordinate exterior and interior finish colors/textures with owner.
- Minimum 8' High Roll up Door for ingress/egress of deliveries
- Roof shall best match the existing tile roofs on the property. Provide Shop Drawings.
- **Building shall be designed to latest version of Florida Building Code Section 1620 High-Velocity Hurricane Zone Wind Load Risk Category IV. Currently, FBC 2023; Broward County 185 mph.**

Mechanical:

- There should be at least 2 independent HVAC systems for this facility.
- Kennel space shall have an independent HVAC system to provide a surplus of fresh air make up & exhaust. The HVAC system for dog kennels shall be independent from the system that supplies the rest of the facility. Intent is to limit smell and be Florida Building Code compliant. Please note the contractor is responsible for the development of all construction documents for building permit approval. Provide Shop Drawings.
- Fire Alarm system required. Provide Shop Drawings.

Electrical:

- Ability to connect a generator to the building via docking station.

Plumbing:

- Floor Drain w/ Trench Drain System. Contractor to provide shop drawings.
- Dog Wash Sink shop drawing shall be specified by the City of Coral Springs during the design phase and furnished by the City of Coral Springs for contractor installation.
- Roughouts for Kitchenette and Sink in Conference Room
- Fixtures shall be American Standard, Elkay, Bobrick or approved equal. Contractor to provide shop drawings; white finish preferred.

Kennel Requirements:

- **Min. Sizes: 4' Wide x 8' Long**
- **Quantity: 7**
- **Materials: Shall be construction of aluminum w stainless steel connections**
- **Contractor shall provide project specific kennel shop drawings for review by City. All fencing, latches, hinges, hardware, sliding gates, cables, etc.**
- **Shop drawing shall depict the following:**
  - **Kennel Floor Plan (Layout & Spacing)**
  - **Kennel Cage Details & Sections**

- **Sliding Dog Door Details & Sections. Door shall at a min. provide a clear opening of at 18" wide and 30" high.**
- **Enclosure Chain Link Fencing**
- **Finish Materials**
- **Support Materials**

II. PROPOSAL REQUIREMENTS

Submitted proposal shall be organized in the following order and include all the attached forms as well the requested documents within the solicitation:

1. Scope of Services Proposed

Clearly describe the scope of services proposed including details of your approach, work plans, and project timeline. The project is to be completed by August 1, 2026. A brief statement is to also be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs addressing the evaluation criteria in Section III.

4. Price Proposal

Submit your signed, firm, fixed fee price proposal for providing all design services, labor, materials, equipment etc., required for completion of services in accordance with your technical proposal on the provided Bid Form. A Bid Bond will also need to be provided with the proposal. The City's estimated budget for this project is: $650,000.

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. Electronic submission of proposals will be accepted through Demandstar.com.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Any contact with City Staff other than those in the Purchasing Division during the solicitation, evaluation, and award process regarding their Request for Proposal (RFP) may be grounds for elimination from the selection process. Only those communications, which are in writing from the Purchasing Manager, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

III. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

#	Description	Point Range
1	Availability of Proposed Resources & Equipment to meet project objective	0 – 35
2	Approach to Proposed Scope of Services to meet timeline	0 – 30
3	*Cost Proposal	0 – 35
Total Points		**100**

*Cost Proposal point will be determined as follows:

- (Lowest Cost Proposal ÷ Cost Proposal) X Total Points Possible = Earned Points

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the final ranking of Offerors by establishing a general frame work for those deliberations.

Proposers may be selected for an interview prior to a recommendation being presented to the City Commission. Evaluation and scoring will be finalized after presentations, if applicable, to determine the highest ranked firm. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission.

Best and Final Offer

The City reserves the right to request Best and Final Offers from any or all Proposers per Section 2-302(14) of the City's Code of Ordinances.

IV. SCHEDULE OF EVENTS

The tentative schedule of events, relative to the procurement shall be as follows:

#	Event	Date (on or by)
1	Issuance of Request for Proposals	04/22/2024
2	Deadline for Questions	05/10/2024, 2:00 p.m.
3	Opening of Proposals	05/22/2024
4	Proposal Evaluation	05/22/2024 – 05/29/2024
5	Vendor Presentations (if needed)	05/30/2024
6	Award of Contract	06/26/2024

CITY reserves the right to delay scheduled dates.

V. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
   (a) Proposal (As indicated in Section II – Proposal Requirements)
   (b) Offeror's Certification
   (c) Sub-Contractor Listing
   (d) Proposal Security
   (e) Sample of Design/Build Agreement
   (f) Federal Contract Provisions

VI. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

VII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO. 24-B-164
DESIGN/BUILD OF K-9 FACILITY (STEP 2)

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning

that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

5. INTERPRETATIONS AND ADDENDA

5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Manager for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Manager at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Manager as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coral Springs.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) and may be obtained from the manufacturer. The MSDS must include the following information:

9.1.1 The chemical name and the common name of the toxic substance.
9.1.2 The hazards or other risks in the use of the toxic substance, including:
(a) The potential for fire, explosion, corrosivity and reactivity;
(b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
(c) The primary routes of entry and symptoms of overexposure.
9.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
9.1.4 The emergency procedure for spills, fire, disposal and first aid.
9.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
9.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9.2 Offeror warrants that the commodities supplied to CITY shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

10. FAMILIARITY OF LAW

Notice is hereby given that the Successful Respondent must be familiar with all federal, state, and local laws, ordinances, rules, codes, and regulations that may affect the work. Ignorance on the part of the Respondent will in no way relieve him from the responsibility of compliance therewith.

11. CONFLICT OF INTEREST

11.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

12. PROPOSAL SECURITY, PAYMENT AND PERFORMANCE BONDS, INSURANCE

12.1 Proposal security and proof of insurance, when required by the Special Conditions, shall be submitted with the proposal as specified in the Special Conditions. After acceptance of the proposal, the Successful Offeror, when required by the Special Conditions, shall submit payment and/or performance bonds, certificated and/or policies of insurance in the manner, form and amount(s) specified in the Special Conditions.

13. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

13.1 The following is a summary of documents, which are to be submitted by the Offerors:

(a) Proposal (As indicated in Section II – Proposal Requirements)
(b) Proposal Form
(c) Offeror's Certification
(d) Key Subcontractor Listing
(e) Proposal Security

14. SUBMISSION OF PROPOSALS

14.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

14.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

14.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

14.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

14.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope **(faxed proposals will not be accepted under any circumstances),** or can be submitted electronically either through Demandstar.com. Physically delivered proposals shall be clearly marked on the exterior "PROPOSAL FOR **CONSTRUCTION OF K-9 FACILITY** FOR THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.

14.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

14.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

15.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

15.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing

evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Proposal Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

16. REJECTION OF PROPOSALS

16.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

16.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

17. AWARD OF CONTRACT

17.1 The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Offeror.

17.2 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

17.3 Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to a Offeror based on the Offeror's social, political, or ideological interests.

18. QUALIFICATIONS OF OFFERORS

18.1 Not Applicable

19. ENVIRONMENTAL REGULATIONS

19.1 CITY reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify CITY immediately of notice of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to Offerors.

20. CONTINGENT FEES PROHIBITED

The proposing Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, Consultant or Subconsultant working solely for the Offeror to solicit or secure an agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of an agreement with the City.

21. INSURANCE

21.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

21.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

21.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Professional Liability Insurance in an amount not less than $1,000,000 per occurrence.

(b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to

be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive General Liability Insurance with the following minimum limits of liability:

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(e) **Builder's Risk Insurance** in the amount not less than **THE REPLACEMENT COST** for the construction of the work. Coverage shall be "ALL Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than five thousand and xx/100 dollars ($5,000) per claim.

21.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. 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.

21.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

21.6 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 coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

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

21.8 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.

21.8 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

21.9 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

19.10 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

22. PROPOSAL SECURITY

22.1 Each proposal must be accompanied by a certified or cashiers check or by a Bond made payable to the City of Coral Springs on an approved form, duly executed by the Offeror as principal and having as surety thereon a surety company acceptable to the City and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.

22.2 The Proposal Security of the Successful Offeror will be retained until such Offeror has executed the Contract and furnished the required payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Offeror fails to execute and deliver the Contract or furnish the required Bonds within fifteen

(15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Offerors will be returned within seven (7) calendar days after the CITY and the Successful Offeror have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the proposal opening, upon the demand of any Offeror at anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Proposal Security of all other Offerors will be returned within seven (7) calendar days after the proposal opening. The attorney in fact or other officer who signs a Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

22.3 The Proposal Security filed with the Proposal shall be forfeited in its entirety to the CITY as liquidated damages if the Offeror to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of written notice by the City.

23. PAYMENT AND PERFORMANCE BONDS

23.1 Within Fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Offeror shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability - A
Financial size - VIII

23.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Offeror performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Offeror

promptly make payments to all persons who supply the Successful Offeror with labor, materials and supplies used directly or indirectly by the Successful Offeror in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law.

23.3 Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Offeror correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY.

24. INDEMNIFICATION

24.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

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

24.3 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 CONTRACTOR under this indemnification agreement.

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

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

25. RISK OF LOSS

25.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

26. CONTRACT TIME

26.1 The work to be performed under the Contract shall be commenced upon issuance of Notice to Proceed.

26.2 The number of days within which the work is to be completed or goods are to be provided is to be determined. Project must be completed by August 1, 2026.

26.3 By virtue of the submission of his Proposal, Offeror agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Offeror agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

27. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

27.1 The Successful Offeror agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Offeror shall be liable to the CITY in the amount of TWO HUNDRED ($200.00) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the Contract, as fixed and agreed upon liquidated damages and not as a penalty. CITY shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Offeror, the amount as such liquidated damages.

28. WARRANTIES

28.1 Warranty of Title: The Successful Offeror warrants to the CITY that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Offeror possess good, clear, and marketable title to said goods and

there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

28.2 Warranty of Specifications: The Successful Offeror warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Offeror or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

28.3 Warranty of Merchantability: The Successful Offeror warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

28.4 Warranty of Material and Workmanship: The Successful Offeror warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the CITY per product specifications for exterior and interior painting. If within one (1) year after acceptance by the CITY, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Offeror shall after receipt of a written notice from the CITY to do so, promptly correct the work unless the CITY has previously given the Successful Offeror a written acceptance of such condition.

28.5 Successful Offeror warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

28.6 The Successful Bidder warrants to the CITY that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

28.7 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

28.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

28.9 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

29. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

29.1 During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

30. TAXES

30.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

31. PERMITS, FEES AND NOTICES

31.1 Successful Offeror shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

31.2 Successful Offeror shall use his best efforts to obtain all the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Purchasing Manager without delay.

32. TERMINATION FOR CAUSE AND DEFAULT

32.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

33. TERMINATION FOR CONVENIENCE OF CITY

33.1 Upon seven (7) calendar days written notice delivered by certified mail, return

receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

34. AUDIT RIGHTS

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

35. DELAYS AND EXTENSIONS OF TIME

35.1 The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.

35.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the CITY by reason of any delays.

36. ASSIGNMENT

36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

36.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

37. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

38. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

39. ADDENDUM

An addendum, if needed, will be issued prior to the opening of proposals. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If an Offeror is on record with www.Demandstar.com as having received the bid package, any issued addendums will be posted on the Demandstar.com website.

It is the responsibility of the Offeror to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

40. E-VERIFY

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

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

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

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

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

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this

Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

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

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

41. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential Offeror, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of Offerors during the period between bid opening and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

PROPOSAL FORM FOR DESIGN/BUILD OF K-9 FACILITY (STEP 2)
REQUEST FOR PROPOSAL NO. 24-B-164

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.

2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.

3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.

4. Offeror has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Manager is acceptable to Offeror.

5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

DESIGN/BUILD OF K-9 FACILITY (STEP 2)

6. Offeror will complete the work as describe in the RFP for the following price:

Description	Cost
Construction of K-9 Facility Interior & Exterior Structure including Utility Connections	$ 648,127.00

Provide cost breakdown per Construction Specification Institute (CSI) Divisions

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. 1 Date 5/7/2024
Addendum No._____ Date_____
Addendum No._____ Date_____

8. The following documents are attached to and made as a condition to this Proposal:

(a) Proposal (As indicated in Section II – Proposal Requirements)
(b) Proposal Form
(c) Offeror's Certification
(d) Key Subcontractor Listing
(e) Proposal Security

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The correct legal name of Offeror is: ANZCO INC
Address: 9671 CAROUSEL CIRCLE SOUTH
City/State/Zip: BOCA RATON FL. 33434
Telephone No.: 561-699-3602 Fax No.: 954-532-2624
Email Address: JZAK@ANZCOINC.COM
Social Security No. or Federal I.D. No.: 20-8208440

11. Communications concerning this Proposal shall be addressed to
JOHN B. ZAK at the following address:
1009 NW 31ST AVE POMPANO BEACH
Telephone No.: 561-699-3602 Fax No.: 954-532-2624
Email Address: JZAK@ANZCOINC.COM
Submitted on MAY 22, 2024.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of MAY 17, 2024.

AUZCO INC
Printed Name of Corporation

FLORIDA
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

JOHN B. ZAK
Printed Name of President or other authorized officer

9671 CAROUSEL CIRCLE SOUTH
Address of Corporation

BOCA RATON, FL. 33434
City/State/Zip

561-699-3602
Business Phone Number

(CORPORATE SEAL)

ATTEST:

By _____
Secretary

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 17 Day of MAY, 2024, by JOHN B. ZAK (Name), PRESIDENT (Title) of AUZCO INC. (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Meloney L. Roy
NOTARY PUBLIC

MELONEY L. ROY
Commission # GG 978014
Expires August 12, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CONSTRUCTION SPREADSHEET
ANZCO INC
PROJECT NAME:K-9 Facility
LOCATION:Coral Springs
DATE:11/9/23 revised 5.21.24
ESTIMATE NO.

DESCRIPTION OF WORK	QUANITY	UNIT	COST/UNIT	Shell
Design Work	1	ls	90000	90000
Testing	1	ls	4500	4500
Survey	1	ls	4000	4000
Permit fee and processing	1	ls	12500	12500
Sitework/Excavation	1	ls	12175	12175
Concrete Footers	1	ls	15000	15000
Concrete slabs	1	ls	16000	16000
Masonry	1	ls	25000	25000
Wood trusses	1	ls	15000	15000
Install truss and plywood	1	ls	36000	36000
Insulation	1	ls	2500	2500
Kennel Equipment	1	ls	20000	20000
Install Kennel equipment	1	ls	4000	4000
Framing	1	ls	10500	10500
Drywall	1	ls	15000	15000
Ceramic Tile	1	ls	5000	5000
Acoustical Tile	1	ls	7000	7000
Flooring	1	ls	10000	10000
HM and Overhead Door	1	ls	8500	8500
Painting	1	ls	10000	10000
Mechanical	1	ls	82500	82500
Electrical	1	ls	30000	30000
Plumbing	1	ls	35000	35000
Sitework	1	ls	2500	2500
Exterior Concrete	1	ls	15000	15000
Landscaping	1	ls	2500	2500
Site Restoration	1	ls	3000	3000
General Conditions	140	days	150	21000
Stucco	1	ls	15000	15000
Roofing	1	ls	27500	27500
Cabinets and countertops	1	ls	7500	7500
Base Bid				564175
10% overhead and profit				56418
Subtotal				620593
Bond and Insurance				27534
Total Bid				648127

CORAL SPRINGS
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KEY SUBCONTRACTOR LISTING

The Bidder proposes that one (1) of the following subcontracting firms or businesses in each category will be awarded subcontracts for the following key portions of the work in the event the Contractor is awarded the Contract. If a subcontractor other than those listed is proposed for use after Award of Contract, the City reserves the right of approval prior to commencing work.

Key Subcontractor Listing to be submitted within three (3) working days of bid opening date. Omission of any of the above items may be cause for disqualification of a firm's bid.

1. POWERLAZ ELECTRICAL SERVICES 930 BRIARWOOD HAVERHILL, FL.
(Name of Subcontractor) (Address) (Phone No.)
LAZARO ZUNIGA PRESIDENT POWERLAZ@GMAIL.COM 561-719-6590
(Contact Person Name & Title) (Email Address)
ELECTRICAL
(Portion of Work Performed)

2. INFINITY PLUMBING INC P.O BOX 936136 MARGATE, FL 33093
(Name of Subcontractor) (Address) (Phone No.) 954-979-6067
DAT LALLANCE PRESIDENT INFINITYPLUMBING@YAHOO.COM
(Contact Person Name & Title) (Email Address)
PLUMBING
(Portion of Work Performed)

3. NAVAS MULTISERVICES CORP 3050 NW 40TH ST MIAMI, FL. 33142
(Name of Subcontractor) (Address) (Phone No.) 305-325-1077
JOHN NAVAS PRESIDENT JOHN@NAVASMC.COM
(Contact Person Name & Title) (Email Address)
MECHANICAL
(Portion of Work Performed)

4. COASTAL ROOFING & WATERPROOFING 10 FAIRWAY DRIVE DEERFIELD BEACH, FL 33441
(Name of Subcontractor) (Address) (Phone No.)
DUSTIN HEAPS DUSTINHEAPS@GMAIL.COM 561-389-4098
(Contact Person Name & Title) (Email Address)
ROOFING
(Portion of Work Performed)

5. _____
(Name of Subcontractor) (Address) (Phone No.)
_____
(Contact Person Name & Title) (Email Address)
_____
(Portion of Work Performed)

Anzco Inc.

9671 Carousel Circle South
Boca Raton, Fl. 33434
Office: 561-488-0822
Fax 561-807-7224
Mobil : 561-699-3602
1009 NW 31st Ave
Pompano Beach, Fl. 33069
Office: 754-222-6697
Fax: 954-532-2624
Email: jzak@anzcoinc.com
CGC 1518065

WORK SELF PERFORMED BY ANZCO FORCES

Sitework
Concrete
Masonry
Truss erection
Stucco
Framing
Insulation
Drywall
Acoustical Ceilings
Door installation
Flooring
Painting
Kennel Installation

9671 Carousel Circle South
Boca Raton, FL 33434
1009 NW 31st Ave
Pompano Beach, fl. 33069
Phone:754-222-6697
Fax: 954-532-2426
Cell:561-699-3602

Schedule of Design /Construction
K9 Facility RFP No: 24-B-164 (Step 2)

Design Phase- Based on Notice to Proceed
Soil Boring- 1 week
Submit site plan for approval- 3 weeks.
30%-3 weeks
60%- 3 weeks
100% Ready for Permit -2 weeks
Permitting Period- 4 weeks
Construction Start
Sitework and Building excavation – 2 weeks.
Concrete foundation – 1 week
Plumbing and Electrical underground – 1 week
Concrete slab- 1 week
Masonry walls and filled cells - 2 weeks.
Truss and deck installation – 2 weeks.
Install doors and windows- 1 week.
Stucco- 1 week.
Tile roof – 1 week.
Total – 12 weeks
Interior framing – 1 week
Electrical and Mechanical roughs – 1 week
Drywall – 1 week
Doors, frames, hardware and kennel installation – 1 week.
Grid and Ceiling tiles – 1 week.
Electrical Mechanical and plumbing Finishes – 1 week
Floor- 1 week
Painting – 1 week
Total Construction period – 20 weeks

BID BOND

STATE OF FLORIDA
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS, that we, ANZCO, Inc. as Principal and FCCI Insurance Company as Surety are held and firmly bound unto the City of Coral Springs, a municipal corporation of the State of Florida in the penal sum of ---------- ----- Five Percent of Amount Bid ----- Dollars ($ ----- 5% -----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated May 22nd, 2024 for: Design/Build of K-9 Facility (Step 2) - RFP NO.: 24-B-164

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said CITY the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 22nd day of May, 2024, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

*The Term Corporation shall include Corporation, Company, or Partnership

IN PRESENCE OF:

N/A

N/A
(Individual or Partnership Principal)

(SEAL)

N/A

1009 NW 31st Avenue
(Business Address)

Pompano Beach, FL 33069
(City/State/Zip)

(561) 488-0822
(Business Phone)

ATTEST:

Secretary

ANZCO, Inc.
(Corporate Principal)*

By:

John Zak, President
(Title)

ATTEST:

Karen Alvarenga, Witness

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424
(Corporate Surety)*

*Impress Corporate Seal

By:
Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent

Inquiries: (321) 800-6594

IMPORTANT Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

*The Term Corporation shall include Corporation, Company, or Partnership

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge Bracamonte; Jessie Sloan; Karla Tomaszewski

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 22nd day of May, 2024

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

CONTRACTOR ANZCO INC

By: John B. Zay

Title: PRESIDENT

Date: 5/17/2024

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AWZCO INC
CONTRACTOR

JOHN B. ZAH
Name

PRESIDENT
Title

Signature

5/17/2024
Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, ALDCO INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ALDCO INC
CONTRACTOR

Signature

JOHN B. ZAH
Printed Name

PRESIDENT
Title

5/17/2024
Date

CORAL SPRINGS
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DATE: May 7, 2024

RFP NO.: 24-B-164

ADDENDUM NO. 1
DESIGN/BUILD OF K-9 FACILITY (STEP 2)

Addendum is being issued in response to received Request for Information:

1. Is landscaping required?
   RESPONSE: No. However contractor is required to restore existing vegetation as needed. Sod to match existing.

2. Is a bike rack required?
   RESPONSE: No.

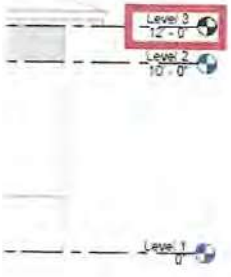
3. Is a Knox box required?
   RESPONSE: Yes

4. What reinforcement will be using on the 4" & 6" sidewalk? Rebar or Fiber Helix?
   RESPONSE: Fiber for both.

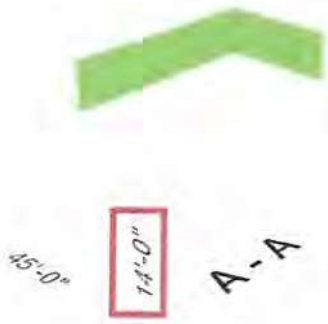
5. Drawings show Pre-engineered metal building & a masonry type building. Please confirm what to use.
   RESPONSE: Masonry

6. Conflict between building elevation showing 12' high & 14' high. Please provide the correct height of the building. 12' high 14' high.
   RESPONSE: 12' High as depicted on the profile views pages 5 & 6 in the DCP.

12' high



14' high



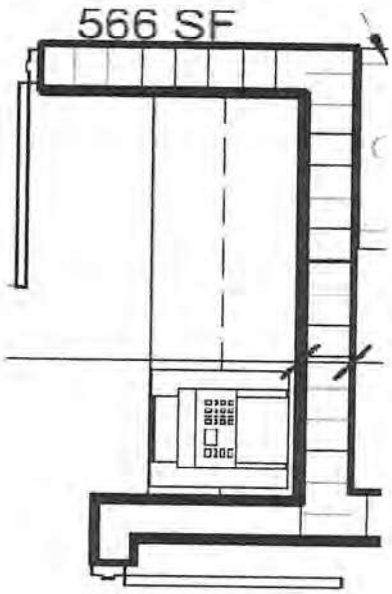
7. Drawings shows metal roofing while building requirements on the bid document calls for tile roofing. Please confirm. If it's metal roof, what kind of metal roofing (5 V crimp, standing seam or PBR panel) and what finish. If it's tile roofing, please provide any specification / color of the existing roof tile on the property.
RESPONSE: TILE ROOF. SPEC AND COLOR SHALL BE BORAL OR APPROVED EQUAL. COLOR AND STYLE SHALL BEST MATCH EXISTING FACILITY.

8. Is gutter & downspouts required?
RESPONSE: YES. LOCATION TO BE FIELD DETERMINED WITH CITY STAFF

9. What soffit system will use?
RESPONSE: VINYL OR ALUMINUM. SYSTEM SHALL BE FBC COMPLIANT.

10. Are appliances to be supplied by the Owner?
RESPONSE: YES

11. Please verify drawing shown below. The room beside the dog wash station.
RESPONSE: THIS SPACE IS APART OF ROOM #3: CONFERENCE/TRAINING ROOM. SPACE DEPICTED BELOW SHALL BE UPPER AND LOWER CABINETRY W/ COUNTERTOPS TO MATCH THE REST OF THE ROOM. DISREGARD CASH REGISTER CAD BLOCK: NO ITEMS ON THE COUNTERTOP SHALL BE FURNISHED OR INSTALLED BY THE GC.



12. Are exterior signages by the Owner?
RESPONSE: SIGNAGES TO BE FURNISHED BY OWNER.

13. Shower rod & curtain for shower area at the Unisex bathroom. Please confirm.
RESPONSE: SHOWER ROD & CURTAIN SHALL BE OF COMMERCIAL STYLE. MANUFACTURED BY BOBRICK OR APPROVED EQUAL.

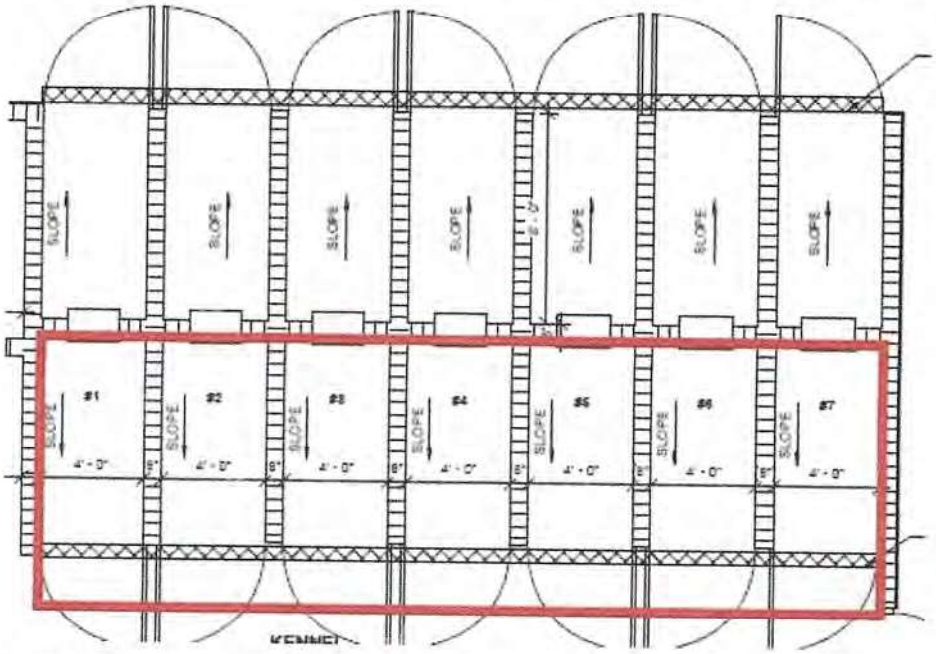
14. Please confirm ceiling height inside the building.
RESPONSE: 10'

15. Conflict between floor plan drawing shows masonry wall at hallways/common space & dog wash station, while high impact sheet rock drywall shows on the finish table. Please confirm.
RESPONSE: HALLWAYS/COMMON SPACE & DOG WASH STATION SHALL MATCH KENNELS: MASONRY W/ EPOXY FINISH.

16. Conflict between floor plan drawing shows masonry wall at all room walls, while stud dry wall shows on the finish table. Please confirm.
RESPONSE: MASONRY

17. If it's all masonry wall for the rooms, what kind of drywall will be using to cover the interior masonry walls?
RESPONSE: COMMERCIAL 5/8" – LEVEL 4 FINISH

18. Is the half part of the kennel cages needed to get the same HVAC that serves the kennel space? What ceiling material will be used on these kennel cages?
RESPONSE: YES. CEILING CAN BE EITHER VINYL FACED ACOUSTICAL OR DRYWALL.



19. Are all exterior walls should be stucco? Please confirm.
RESPONSE: YES

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE ~~May 22, 2024~~ AT 2:00 P.M.

Signature

Aulco Inc
Company

5/7/24
Date

Miguel Machuca
Assistant Purchasing Manager

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 ENUMERATION OF CONTRACT DOCUMENTS

2.1.1 The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

(1) This Agreement.

(2) Final price proposal dated 5/22/2024 from CONTRACTOR to CITY, attached hereto and incorporated herein as Exhibit "A" to this contract (_____ pages).

(3) All applicable provisions of State, Federal or local law.

(4) Any modification, including all change orders, duly delivered after execution of Agreement.

2.02 ENTIRE AGREEMENT

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

2.03 INTENT

It is the intent of the Contract Documents to describe a functionally complete project consisting of total design performed by design professionals and construction to be completed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

SAMPLE

CONTRACTOR ALECO INC

By: _____

Printed Name: JOHN B. ZAK

Date: 5/22/20

SAMPLE

Agreement with Anzco, Inc.

Final Audit Report 2024-06-18

Created:	2024-06-18
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWdIgezhku2YgEXqYyDYPbobRonyjvIbF

"Agreement with Anzco, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-06-18 - 1:16:47 PM GMT- IP address: 24.233.167.201

Document emailed to jzak@anzcoinc.com for signature
2024-06-18 - 1:35:04 PM GMT

Email viewed by jzak@anzcoinc.com
2024-06-18 - 1:48:23 PM GMT- IP address: 172.226.188.50

Signer jzak@anzcoinc.com entered name at signing as John B. Zak
2024-06-18 - 2:23:31 PM GMT- IP address: 173.162.121.194

Document e-signed by John B. Zak (jzak@anzcoinc.com)
Signature Date: 2024-06-18 - 2:23:33 PM GMT - Time Source: server- IP address: 173.162.121.194

Document emailed to swhitacre@coralsprings.gov for signature
2024-06-18 - 2:23:37 PM GMT

Email viewed by swhitacre@coralsprings.gov
2024-06-18 - 2:46:59 PM GMT- IP address: 92.255.38.248

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-06-18 - 2:47:26 PM GMT- IP address: 24.233.167.201

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-06-18 - 2:47:28 PM GMT - Time Source: server- IP address: 24.233.167.201

Agreement completed.
2024-06-18 - 2:47:28 PM GMT

Summary Sheet

Agenda Item: 26.

Meeting Date: June 26, 2024

Subject: Appointment, Architectural Review Committee (Julie Krolak)

Requested Action: Request to consider appointment of Anibal Solipa to the Architectural Review Committee. (REQUEST TO APPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments:#1 - Solipa, Anibal

Background / Description: The Architectural Review Committee is responsible for providing input to applicants and assisting City staff by reviewing development and re-development plans presented in order to help determine the projects meet the City's adopted Architectural Guidelines regarding aesthetic concerns. The Committee also offers guidance regarding the development of design guidelines. The Architectural Review Committee consists of individuals who are in the following fields: building, architecture, landscape architecture, interior design, general contracting, planning or engineering. The architect or landscape architect professional shall be allowed to live or work within Coral Springs. A minimum of two members must be licensed Florida architects.

The term of office for this seat begins June 1, 2024 (retroactive) and concludes May 31, 2027.

#1 - Solipa, Anibal
Only applied to this committee
Not currently serving on another committee
Video: Yes

Application Form

Profile

Are you 18 years of age or older?

◉ Yes ○ No

Anibal
First Name

As
Middle Initial

Solipa
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

Alternate Phone

Engineering Tech for the city of Pompano Beach and General Contractor
Occupation

Which Boards would you like to apply for?

Architectural Review Committee: Submitted

Length of Residence in Coral Springs

4 years

Length of Time as a Business Person in Coral Springs

2 years

Interests & Experiences

IMPORTANT NOTICE: ATTENTION ALL NEW APPLICANTS
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.

For applicants seeking reappointment, videos are not required.
If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

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

No

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

Yes, I don't have any conflict of interest in my case, mostly because my main job is in Pompano Beach

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

no

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

no

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

no

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.

◉ 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.

☑ I Agree

Anibal As Solipa

Signature (Please type full name)

Anibal A Solipa Dirgan

Date

05/17/2024

Anibal Solipa

Team player with strong knowledge of Autocad, GIS, Microsoft Office and Project Management, motivating to learn new skills. Problem solver always focus on delivering the best work for the clients on time.

Authorized to work in the US for any employer

Work Experience

Engineering Technician

City of Pompano Beach - Pompano Beach, FL
January 2020 to Present

• Autocad 2D Drafter
• Database creation (ArcGIS Pro)
• Utility Maps for contractors.
• As-Builts Drawings.
• Manage changes in addresses.

Project Manager

M & L Multiple Services
January 2018 to Present

• Creation of a database (old and new customers) to promote special offers and new products.
• Implantation of administrative system for the optimization of times and billing errors (Wave app).
• Manage the relationship with the client.
• Manage changes in project scope, schedule and costs.
• Negotiating with external vendors to reach profitable agreements.
• Developing project scopes and objectives.

General Manager / Owner

Copyexpress
January 2001 to December 2017

• Strategic management, leader in the formulation and application of business plan.
• Application of marketing strategies with the use of mass mail (Mailchimp) sending software to attract new customers and promotions to existing customers.
• Implantation of administrative system (Profit Plus) for the optimization of times and billing errors.
• Measurable outcomes:
• 95% account retention rate
• 12% average growth in the last 4 years
• In the last 3 years we have led the printing market in Carabobo state (due to strategic agreements with universities and technical schools of architecture and engineering)

Project Manager
Carabobo State Government
January 2000 to December 2000

• Builder's manual for projects united for your house. (co-author)
• Supervised the selection of beneficiaries of the United for Your House program of the Carabobo State Government.
• Calculated dimensions, square footage, profile and component specifications, and material quantities using calculator or computer.
• Drafted detailed dimensional drawings and design layouts for projects and to ensure conformance to specifications.
• Conferred with supervisor to determine project details such as plan preparation, acceptance testing, and evaluation of field conditions.
• Read and reviewed project blueprints and structural specifications to determine dimensions of structure or system and material requirements.

Project Engineer
Rojas Capriles Project Office
1997 to 1999

• Computed load and grade requirements, material stress factors to determine design specifications.
• Provided technical advice to personnel regarding design, construction, or program modifications or structural repairs.
• Tested soils or materials to determine the adequacy and strength of foundations, concrete, or steel.
• Managed and directed the construction, operations, or maintenance activities at project site.
• Inspected project sites to monitor progress and ensure conformance to design specifications and safety or sanitation standards.

Education

Civil Engineer in Engineering
Universidad de Carabobo
1990 to 1997

Autocad in Engineering
Carabobo State engineering association

Analysis of unit prices in Business
Carabobo State engineering association

Arcgis Pro in Engineering
Esri - California

Skills

• microsoft office (10+ years)
• Autocad (10+ years)
• MailChimp (7 years)
• Wave app Accounting (2 years)

- Project Management
- GIS
- Project Engineering
- ArcGIS
- Drafting
- Blueprint Reading
- Project Planning
- Revit
- CAD
- Construction
- Project Coordination

Languages

- Spanish - Expert
- English - Fluent

Certifications and Licenses

Driver's License

Summary Sheet

Agenda Item: 27.

Meeting Date: June 26, 2024

Subject: Appointments, Environmental Sustainability Committee (Julie Krolak)

Requested Action: (A) Request to consider the appointment of Howard Collash to the Environmental Sustainability Committee. (REQUEST TO APPOINT)
(B) Request to consider the appointment of Nathaniel Pelton to the Environmental Sustainability Committee. (REQUEST TO APPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: #1 - Collash, Howard
#2 - Pelton, Nathaniel

Background / Description: The mission of the Environmental Sustainability Committee is to address issues and promote projects that will favorably impact development, preservation and environmental enhancement in the City of Coral Springs.

#1 - Collash, Howard
Only applied to this committee
Not currently serving on another committee
Video: Yes

#2 - Pelton, Nathaniel
Only applied to this committee
Not currently serving on another committee
Video: Yes

Application Form

Profile

Are you 18 years of age or older?

◉ Yes ○ No

Howard (First Name) | H (Middle Initial) | Collash (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

[redacted] (City) | [redacted] (State) | [redacted] (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Business Owner (Occupation)

Which Boards would you like to apply for?

Environmental Sustainability Committee: Submitted

Length of Residence in Coral Springs

13

Length of Time as a Business Person in Coral Springs

2

Interests & Experiences

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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.

For applicants seeking reappointment, videos are not required.
If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

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

No.

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

No.

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

No.

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

No.

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

No.

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.

◉ 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.

☑ I Agree

Signature (Please type full name)

Howard H Collash

Date

05/31/2024

Application Form

Profile

Are you 18 years of age or older?

◉ Yes ○ No

Nathaniel (First Name) | A (Middle Initial) | Pelton (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

[redacted] (City) | [redacted] (State) | [redacted] (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Student (Occupation)

Which Boards would you like to apply for?

Environmental Sustainability Committee: Submitted

Length of Residence in Coral Springs

10 years

Length of Time as a Business Person in Coral Springs

Interests & Experiences

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

Upload your video here:

Upload a Resume

Supplemental Questions

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

N/A

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

I am not aware of any potential conflict of interest.

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

N/A

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

N/A

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

N/A

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.

◉ 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.

☑ I Agree

Signature (Please type full name)

Nathaniel A. Pelton

Date

04/20/2024

Nathaniel Pelton

[redacted] · linkedin.com/in/nathanielpelton

Experience

League *of* Conservation Voters **September – November 2022**
Florida Field Organizer
- Assembled a team of 49 volunteers through personal outreach to 8,700+ members utilizing campaign software.
- Mentored and organized volunteers, overseeing 370+ voter outreach shifts, exceeding team average by 163%.
- Accomplished 67% candidate victory rate by orchestrating innovative daily get-out-the-vote events.

Florida Democratic Party **June 2020 – November 2020**
Organizing Fellow
- Organized virtual shifting of 76 volunteers to complete over 900 volunteer shifts, surpassing 260% of the goal.
- Facilitated 4-5 training events weekly on campaign software usage to enhance volunteer campaigning skills.
- Accelerated turf voter turnout by 5.58% by conducting 3,000+ get-out-the-vote phonebanking connections.

Involvement

City *of* Gainesville **March 2024 –**
City Beautification Board Member
- Enhances environmental quality for the city's 140,000 residents through programming and community engagement.

University *of* Florida Student Government **March 2023 –**
Student Senator
- Authored and passed 122 impactful bills in consultation with a 50,000-student off-campus constituency.
- Enacted law that doubled funding for student organizations and granted $170,000 in additional organization relief.
- Passed legislation that directed university administration to safeguard scholarship funding for over 23,000 students.

Senate Minority Leader
- Led Senate Caucus to submit over 200 bills in a term, an achievement unseen in a century of the Student Senate.
- Navigated 37-member Senate Caucus amidst unprecedented government shutdown and transition negotiations.
- Steered passage of the first five-point Green New Deal policy passed by a public university in the United States.

Senate Sustainability Liaison
- Expanded sustainability initiatives by founding Green Caucus and managing two major green service projects.
- Led bipartisan group to pass 15 sustainability bills, including sustainable product regulations in student government.

Change Party **December 2022 – March 2024**
Director of Policy
- Founded a five-member working group to survey 230 students to identify common policy needs across campus.
- Generated an 89-point campaign platform to address eight policy groups, each remedying the needs of students.

General Counsel
- Delivered 86% victory rate for election cases filed against opposition party by assembling evidence and briefs.
- Thwarted 65 election violation charges, presenting cases supported by thorough research and case law.

Education

University of Florida — Gainesville, FL **Expected Graduation: May 2026**
B.A., Political Science; B.A., Philosophy; Pre-Law Professional Track GPA: 3.75/4.0

Honors
Bright Futures Scholar; Second Place – *Future of Florida Policy Summit* – Bob Graham Center for Public Service; Dean's List – *Fall 2022 and Fall 2023*

Activities
Democratic National Committee, Phi Alpha Delta Pre-Law Fraternity, UF College Democrats, Florida Political Review

Certifications
Community Organizing for Social Justice – *University of Michigan* *July 2023*
Civic Engagement in American Democracy – *Duke University* *June 2023*

Summary Sheet

Agenda Item: 28.

Meeting Date: June 26, 2024

Subject: Appointment, Martin Luther King Jr. Committee (Kathy Reul)

Requested Action: Request to consider the appointment of Kervens Dabresil to the Martin Luther King Jr. Committee. (REQUEST TO APPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments:#1 - Dabresil, Kervens

Background / Description: The Martin Luther King, Jr. Committee organizes and coordinates an annual celebration in honor of Dr. Martin Luther King, Jr.

#1 – Dabresil, Kervens
Only applied to this committee
Currently serves on Community Involved Government Committee
Video: Yes

Application Form

Profile

Are you 18 years of age or older?

Yes No

Kervens — First Name
C — Middle Initial
Dabresil — Last Name

[redacted] — Email Address

[redacted] — Home Address
[redacted] — Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
Alternate Phone

Student — Occupation

Which Boards would you like to apply for?

Martin Luther King Jr. Committee: Submitted

Length of Residence in Coral Springs

13 years

Length of Time as a Business Person in Coral Springs

Interests & Experiences

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

Upload your video here:

Upload a Resume

Supplemental Questions

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

no

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

no

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

no

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

no

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

no

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.

◉ 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.

☑ I Agree

Signature (Please type full name)

Kervens Dabresil

Date
02/22/2024

KERVENS CARL. DABRESIL

OBJECTIVE

Pursuing opportunities that will allow me to grow professionally, while effectively using my versatile skills to help promote your corporate mission.

CONTACT

PHONE:
[redacted]

EMAIL

[redacted]

SKILLS

- Customer Service
- Communication
- Computer
- Leadership
- Public Speaking
- Strategic Planning
- Time Management
- Business Development
- Organizational Leadership
- Motivational Speaking
- Interpersonal Skills

Bilingual

- Haitian Creole
- French

Awards and certification

- Certificate contribution to the success of gun violence awareness & prevention

EDUCATION

St. Thomas Aquinas High School
2015 - 2019

- High School Diploma,
- Student Athlete
- Football FHSAA state champion

St. Thomas University
2019 – 2023
Major: Bachelor of Arts in Criminal Justice - (CUM LAUDE)
Minor: Psychology

Masters: Criminology 2022-23 (GPA 3.9)

NSU Shepard Broad College of Law:
Juris Doctorate Program -1L Full-time

Leadership position

NSU Shepard Broad College of Law

- **Student Bar Association**
  - ★ 1L Full-time Student representative
- **Toastmasters**
- **Black Law Student Association**
- **Caribbean Law Student Association**

St. Thomas university

- **President of Student Government Association 2022-23**
  - Preside over all Student Government Association (S.G.A.) General and Executive Board meetings.
  - Coordinated and led meetings with the university's President, Cabinet, Provost, and other community leaders.
  - Represent the S.G.A. in all dealings with the administration, Faculty, or Board of Trustees.

- Lexis Legal Research Certification for Law Students
- Applied Legal Research for Case Law
- LexisNexis® Applied Legal Research for Administrative Law
- LexisNexis® Applied Legal Research for Statutory Law
- LexisNexis® Applied Legal Research for Secondary Sources
- Community Service Award
- Student-Athlete Award
- Naia Academic All-Conference Award
- Naia Daktronics Scholar-Athlete Award
- 2023 SUN Men's Outdoor Track and Field All-Academic Team

Experience

Broward County Public Schools
Kelly Services- Teacher
2023-Present

- Developed and implemented engaging curriculum aligned with student learning objectives and in adherence with state and district requirements.
- Collected and analyzed student work samples and related data to monitor progress and identify skill gaps.
- Administered and interpreted formal and informal educational assessments and recorded findings.
- Instilled school values to nurture well-rounded students.
    - Oversee and coordinate all activities of the Student Government Association
    - Created and delivered presentations, exercising public speaking and presentation abilities.
    - Managed various social media accounts, overseeing the execution of various marketing campaigns and the events themselves.
- **Student Senate**
    - Establish methods for gathering information related to the student experience from students, in collaboration with the SGA Executive Cabinet, including: feedback loops and assessment of student programming and events.
    - Encourage and marshall prospective Junior Senators, volunteers, sponsors and program participants.
    - Partner with the Student Body Vice President and other constituents to systematically establish four events each
    - semester for your specific council.
    - Develop and maintain positive relationships with the student body through availability, accountability, creativity,
    - credibility, and confidentiality.
    - Encourage fellow Senators toward personal, social, spiritual, and academic development.
    - Promote and support SGA and non-SGA events on campus. (support for area programming and campus
    - programming on an as-needed basis)
    - Provide a culture of collaboration and accountability among fellow Senators
- **President of Black student union**
    - To represent Black students in political matters and community matters.
    - To serve as the primary advocacy organization for Black students.
    - To act as chief liaison between Black students and the University administration.
    - To take active measures toward fostering and enriching environment for Black students
    - actively participate in functions on and off campus, for example, leadership conferences, that provides enrichment and enlightenment

- Attended regular teacher training to continue professional development.
- Implemented crisis and behavioral interventions to manage complex cases.
- Evaluated student work to identify learning gaps, monitor effort and give written feedback.
- Aligned student learning objectives and lesson plans with state and district curriculum requirements.

Executive Marketing Coordinator at Sodexo
2022- 2023

- Developed and executed successful email marketing campaigns that resulted in a 30% increase in leads.
- Conducted market research to identify target audience and create targeted marketing strategies.
- Managed social media accounts and created engaging content that increased follower engagement by 50%.

Platinum Choice Healthcare Representative
2021 - 2021

Athletic Video Production
2020-2021

Electronic Sales Associate Walmart
2020 - 2020

References

- **President** of Caribbean student association
- Criminal Justice debate club
- Psychology club
- Videography Club
- Student Health Advisory Council (S.H.A.C.)

Non-Profit organizations

- **President of The Open Eyes organization (2020-present)**
  - OPEN EYE's sole purpose is to better the community by bettering ourselves, changing the stigma and stereotype of black men and women. Unity for all.
  - community outreach, food distribution/feeding the homeless, volunteer work, and mentorship
  - Monthly farm-share
  - Turkey giveaway In partnership with Oliver Gilbert, commissioner of District 1 and former mayor of Miami Gardens

Events hosted:

Panel of pros

- **Black at STU - Black History Month**

Speaker:

- * Dr. Steve Gallon, III: Vice-Chair and elected District 1 School Board Member for the Miami-Dade County Schools in Miami-Dade County, Florida
- * Commissioner Oliver G. Gilbert, III: Vice-Chair of Miami-Dade County Board of Commissioners for District 1
- * Mr. Keith McCraney: Miami Heat Senior Director of Player Programs
- * Professor Dinkinish K. O'Connor: Professor at St. Thomas University
- * Mr. Smith Durogene: Creative Director at Rolling loud/ Photographer
- * Mr. Shawn Fralin: Celebrity Chef

The Mental exchange Mentorship Program (2023-Present)

- Attend several workshops to inform and motivate university students for life after

- Dr. Shirley plantin
- Dr. Debbie Goodman
- Dr. Abdy Javadzadeh

college, developing quality leadership, public speaking, marketing, and presentation skills.

- **After-School Tutor (2016–2021)**

  - Assisted students in the following area: Reading, Writing, and Science.
  - Assisted in the planning and implementation of a daily program which will meet the needs of the children in attendance.
  - Interacted with children in an effort to build self-esteem.
  - Answered students' questions, provided proper examples, emotional support, a friendly attitude, and general guidance.

Conference attended

- - American Student Government Association conference.
- - The ESTEEM capstone conference in D.C.
- -We The People Summit (4/28/23)
- - We The People Summit, 10/22/22
- - We The People Summit, 10/21/22
- - We The People Summit, 4/29/22

Conferences at which Kervens was a Panelists:

- We The People Summit, 10/15/21
- Black men, black love 2/28/22
- Gun Violence Awareness & Prevention Summit 8/16/22
- Black men, black love 2/28/23
- The ESTEEM capstone conference in D.C.
- American Student Government Association conference.

Summary Sheet

Agenda Item: 29.

Meeting Date: June 26, 2024

Subject: Appointments, Nuisance Abatement Board (Chief McKeone)

Requested Action: (A) Request to consider reappointment of Fernan Gaviria to the Nuisance Abatement Board. (REQUEST TO APPOINT)
(B) Request to consider reappointment of Stephen Gibbs to the Nuisance Abatement Board. (REQUEST TO APPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: #1 - Gaviria, Fernan
#2 - Gibbs, Stephen

Background / Description: The Nuisance Abatement Board is an administrative board authorized to hear complaints and render decisions regarding the abatement of nuisances as authorized in Section 893.138 of Florida State Statutes. Nuisance properties are any place or premise that has had occasions of controlled substance violations, criminal gang activity, dealing in stolen property, or prostitution. If the Board finds and declares a property to be a public nuisance, an order may be entered to require the owner to adopt procedures to abate the nuisance. An order can also prohibit the maintaining, operating, and conduct of business at the nuisance property, as well as impose fines.

The City Commission is being requested to consider reappointment of two (2) applicants to the Nuisance Abatement Board. The terms of office will begin July 1, 2024 and conclude June 30, 2027.

#1 – Gaviria, Fernan*
Only applied to this board
Currently serving on Nuisance Abatement Board

#2 – Gibbs, Stephen*
Only applied to this board
Currently serving on Nuisance Abatement Board

*Indicates that applicant is an incumbent seeking potential reappointment.

Application Form

Profile

Are you 18 years of age or older?

◉ Yes ○ No

Fernan
First Name

Middle Initial

Gaviria
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Alternate Phone

Retired
Occupation

Which Boards would you like to apply for?

Nuisance Abatement Board: Submitted

Which seat would you like to apply for? *

☑ Alternate

Length of Residence in Coral Springs

33

Length of Time as a Business Person in Coral Springs

30

Interests & Experiences

IMPORTANT NOTICE: ATTENTION ALL NEW APPLICANTS
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.

For applicants seeking reappointment, videos are not required.
If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

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

N/a

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

N/a

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

Yes, a business license renewal in the amount of $160.80

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

N/a

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

N/a

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.

(•) 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.

☑ I Agree

Signature (Please type full name)

Fernan G Gaviria

Date

6/11/2024

Application Form

Profile

Are you 18 years of age or older?

◉ Yes ○ No

Stephen — First Name
E — Middle Initial
Gibbs — Last Name

[redacted] — Email Address

[redacted] — Home Address
Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
Alternate Phone

School Teacher — Occupation

Which Boards would you like to apply for?

Nuisance Abatement Board: Submitted

Length of Residence in Coral Springs

15 Years

Length of Time as a Business Person in Coral Springs

Interests & Experiences

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Upload your video here:

Upload a Resume

Supplemental Questions

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

No, I do not.

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

No, I do not.

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

No, I do not.

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

No, I do not.

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

No, I do not.

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.

◉ 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.

☑ I Agree

Signature (Please type full name)

Stephen Gibbs

Stephen E Gibbs

Date

O6/05/2024