

**Coral Springs  
Improvement District**

**Agenda**

**August 16, 2021**



## Coral Springs Improvement District

August 9, 2021

Board of Supervisors  
Coral Springs Improvement District

Dear Board Members:

The regular meeting and public hearing of the Board of Supervisors of the Coral Springs Improvement District will be held Monday, August 16, 2021, at 4:00 p.m. at the District Offices, 10300 NW 11<sup>th</sup> Manor, Coral Springs, Florida. In order to comply with CDC guidelines on social distancing due to Covid-19, members of the public can attend via conference call. For meeting call in information, please contact Sandra Demarco at Sandra.Demarco@Inframark.com. Following is the advance agenda for the meeting.

1. Call to Order
2. Approval of the Minutes of the July 19, 2021 Meeting
3. Audience Comments
4. Consideration of SWM Permit #2021-4 for Fire Station 64 on Ramblewood Drive
5. Approval of Financial Statements for July 2021
6. Public Hearing to Consider the Adoption of the Fiscal Year 2022 General Fund Budget
  - A. Resolution 2021-5, Adopting the General Fund Budget for Fiscal Year 2022
  - B. Resolution 2021-6, Levying Non Ad Valorem Assessments for Fiscal Year 2022
7. Consideration of Addition of Electronic Communications Manager to the Services Provided to CSID by Paymentus
8. Consideration of Contract with Quest Corporation for Public Relation Services Piggybacking Off the Central Florida Expressway Authority (pricing to be negotiated by staff pending Board approval of contract)
9. Consideration of Contract and Proposal from C3 to Provide IT Related Services for an Initial Term of 36 Months Piggybacking Off the GSA Contract, Penetration Test for Website and Purchase and Installation of Domain Server and Other Non-Recurring Applications
10. Engineer's Report
11. Staff Reports
  - A. Manager – Ken Cassel
    - Proposed Meeting Schedule for Fiscal Year 2022
  - B. Department Reports
    - Operations – David McIntosh
    - Utilities Update – Joe Stephens
    - Utility Billing Customer Service Report – Dave Berringer
    - Water – Christian McShea



## Coral Springs Improvement District

- Wastewater – Tom Kedrierski
  - Stormwater – Shawn Frankenhauser
  - Field – Curt Dwigins
  - Maintenance Report – Pedro Vasquez
  - Human Resources – Jan Zilmer
  - Motion to Accept Department Reports
- C. Attorney
12. Supervisors' Requests
  13. Adjournment

Any supporting documents not included in the agenda package will be distributed at the meeting. If you have any questions prior to the meeting, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Cassel".

Kenneth Cassel/sd  
District Manager

cc: District Staff  
Terry Lewis  
Seth Behn  
Rick Olson  
Beverley Servé  
Stephen Bloom

## **Second Order of Business**

**MINUTES OF MEETING  
CORAL SPRINGS  
IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, July 19, 2021 at 4:02 p.m. at the District Office at 10300 NW 11<sup>th</sup> Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Len Okyn	Vice President
Chuck Sierra	Secretary (Via Telephone)

Also present were:

Ken Cassel	District Manager
Terry Lewis	District Attorney
David McIntosh	Director of Operations
Joe Stephens	Director of Utilities
Rick Olson	District Engineer
Marta Rubio	District Accountant (Via Telephone)
Jan Zilmer	Human Resources (Via Telephone)
Shawn Frankenhauser	Stormwater Department (Via Telephone)
Curt Dwiggin	Field Department (Via Telephone)
Christian McShea	Water Department (Via Telephone)
Tom Kedrierski	Wastewater Department (Via Telephone)
David Berringer	Utility Billing and Customer Service
Pedro Vasquez	Maintenance Department (Via Telephone)
Mary Brooks	Quest Marketing (Via Telephone)
Sophia A. Nelson	S.A. Nelsons and Associates (Via Telephone)

***The following is a summary of the discussions and actions taken.***

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cassel called the meeting to order at 4:02 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the June 21, 2021 Meeting**

Each Board member received a copy of the Minutes of the June 21, 2021 Meeting, and any additions, corrections or deletions were requested.

There being none,

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the minutes of the June 21, 2021 meeting were approved.
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**THIRD ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Approval of Financial Statements for June 2021**

*Let the record reflect Mr. Sierra joined the meeting.*

The Board reviewed the financials.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the financials for June 2021 were approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-4, Approving the Proposed Fiscal Year 2022 Water and Sewer Budget and Setting the Public Hearing**

- Mr. Cassel explained this is for the water and sewer budget, which does not have to be adopted at the same time as the general fund budget.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Resolution 2021-4, approving the proposed water and sewer budget for Fiscal Year 2022 and setting the public hearing for September 20, 2021 at 4:00 p.m. at the District Offices, was adopted.

- Ms. Rubio provided an overview of the budget and the projects, which fall under the budget.
- Discussion ensued.

**SIXTH ORDER OF BUSINESS**

**Consideration of Encroachment Agreement with 993 NW 82<sup>nd</sup> Avenue (Tabled Item)**

Mr. Curt reviewed the following:

- The District utilizes the utility easement at this property to connect to the Margate Interconnect.
- The current homeowner wants to install a fence.
- Staff reached out to Mr. Hanks because they feel additional language needs to be included in the encroachment agreement.
- Mr. Hanks reviewed the request and he feels the installation of the fence across the easement will not affect the District subject to the following conditions.
  - No posts, columns, footings, excavations, trees, palms, or permanent structures shall be installed within the easement area. Fencing may span the easement area.

- An access gate the full width of the easement shall be provided.
- Removal and replacement needed for the District to access its facilities within the easement will be the owner’s responsibility. Any cost associated with the emergency removal and replacement of the fence will be at the owner’s expense.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor an encroachment agreement with 993 NW 82<sup>nd</sup> Avenue was approved subject to the special conditions listed above.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Sole Source Agreement with Eaton Corporation in the Amount of \$6,477 to modify an existing 2000 AMP Breaker that will Allow this Breaker to be Used as a Spare for the Water Plant Generator as Well as the Wastewater Plant Generator (this eliminates the need to purchase an additional spare breaker at approximately \$30,000)**

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor a sole source agreement with Eaton Corporation was approved at a cost of \$6,477.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Contracting PR Firms to Provide Public Relations Service for the District. The Board will Interview and Evaluate Two Firms: S.A. Nelsons and Associates, and Quest Marketing and Communications. Based on Interviews the Board will Vote to Contract with the Winning Firm Piggybacking on an Existing Contract for that Firm**

- Ms. Nelson of S.A. Nelsons and Associates, and Ms. Brooks from Quest Marketing provided an overview of the services they provide and responded to questions from the Board.
- Discussion ensued and staff will review the proposals for consideration.

**NINTH ORDER OF BUSINESS**

**Consideration of a Proposal by Trio Development Corporation for Rehabilitation of Lift Station #8 in the Amount of \$166,248.30, Piggybacking Off Trio Development Contract #PNC212386 B1\_1 for Lift Station Rehab and Repair with Broward County**

Mr. Dwiggins reviewed the proposal from Trio Development Corporation for the rehabilitation of Lift Station #8.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the proposal by Trio Development Corporation for the rehabilitation of Lift Station #8 in the amount of \$166,248.30, piggybacking off the Broward County contract, was approved.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Manager – Ken Cassel**

- Mr. Cassel requested an addendum to the meeting agenda adding a service agreement for two types of software for cybersecurity at an approximate cost of \$400 per month.
- Mr. McIntosh provided an overview of the software.
- Discussion ensued and Dr. Shank requested a second opinion.

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor the service agreement for C3 to use software from Sophos and Huntress in the amount of \$499 per month for one year was ratified.

**TENTH ORDER OF BUSINESS**

**Engineer’s Report**

Mr. Olson reviewed his report, a copy of which is attached hereto and made part of the public record.

- Work Authorization #182 – they are halfway through the project.
- Work Authorization #183 – the system became operational on July 2, 2021. It is full of fuel and providing beneficial use. The project should be completed after a final walk through and the completion of some punch list items.
- Work Authorization #184 – the subcontractor ran into a problem with the electrical permit closeout. They are in the process of closing out the permit.
- Work Authorization #188 – Mr. McIntosh and Mr. Olson prepared a letter to Broward County requesting they wave their requirement for a surety payment.
- Work Authorization #190 – the hatches will be installed, and the diffusers will be ordered July 20, 2021.



**ELEVENTH ORDER OF BUSINESS**

**Staff Reports (Continued)**

**B. Manager – Ken Cassel**

Mr. Cassel reported the following:

- He and Mr. McIntosh will meet in person with the City on July 20, 2021 to discuss the canal banks and trees.
- He notified the Board he will be out on vacation next week.

**C. Department Reports**

• **Operations – David McIntosh**

Mr. McIntosh reported the following:

- A resident whose water was shut off has requested the District turn it back on since he applied to Broward County for assistance. The County Director in charge of the program confirmed the application was submitted and stated she will expedite the application.
- The air conditioning is being repaired on the second floor of the District Office. The air conditioning company's account manager will be on site in the morning and will try to get a compressor for it.
- The transition of the bank account is in process and is expected to be complete in the next two weeks.

• **Utilities Update – Joe Stephens**

Mr. Stephens reported the following:

- He sent the package to the Florida Department of Emergency Management for reimbursement of the Covid-19 supplies as well as the air conditioning duct cleaning.
- The scope of work for the blower grant was submitted to the Department of Agriculture, asking them to look at the District's intent for procurement, working with Globaltech.
- Sanitary survey was conducted last week, and it went well.
- Staff will be training tomorrow and Wednesday for chemical feed system.
- He will be attending the FSAWWA conference.

• **Utility Billing Customer Service Report – Dave Berringer**

Mr. Berringer reviewed his report, a copy of which is attached hereto and made part of the public record.

• **Water – Christian McShea**

Mr. McShea reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Wastewater – Tom Kedrierski**

Mr. Kedrierski reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Stormwater – Shawn Frankenhauser**

Mr. Frankenhauser reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Field – Curt Dwiggin**

Mr. Dwiggin reviewed the Field Report, a copy of which is attached hereto and made part of the public record.

- **Maintenance Report – Pedro Vasquez**

Mr. Vasquez reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Human Resources – Jan Zilmer**

Mr. Zilmer reported the following:

- All employees who received their first Covid-19 vaccination have received their second vaccine.
- Changes in the health insurance will be effective August 1, 2021. Dental, vision and life insurance will remain the same, resulting in only a 3.5% overall increase in insurance.
- He discussed tuition reimbursement. Once the budget is adopted with this line item, he will be able to formalize a policy.

- **Motion to Accept Department Reports**

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the department reports were accepted.

**D. Attorney**

There being no report, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Supervisors' Requests**

- Mr. Okyn noted Mr. Vasquez's inhouse maintenance department has been saving the District a lot of money and he thanked everyone who helps make it happen.
- Dr. Shank requested everyone stay safe and protect themselves and others from Covid-19.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the meeting was adjourned.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the meeting was reconvened.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-4,  
Approving the Proposed Fiscal Year 2022  
Water and Sewer Budget and Setting the  
Public Hearing (Continued)**

- Ms. Rubio provided an overview of the budget format.
- Dr. Shank discussed an article in *Coral Springs Talk*, which erroneously states the District has a \$20 Million budget. It appears the author misread the budget, but staff has not been able to contact him to rectify the misinformation to residents.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment (Continued)**

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the meeting was reconvened.

\_\_\_\_\_  
Kenneth Cassel  
Assistant Secretary

\_\_\_\_\_  
Dr. Martin Shank  
President

## **Fourth Order of Business**

August 6, 2021

Nathan Lewis  
Botek Thurlow Engineering Inc.  
3409 NW 9<sup>th</sup> Avenue  
Suite 1102  
Fort Lauderdale, FL 33309

RE: Fire Station #64, Ramblewood Drive, Coral Sprigns  
CSID Plan review comments

Nathan:

Please see our comments relating to the storm water management and utility aspects of the project.

### **Storm Water Management**

This project complies with CSID criteria for: water quality treatment, surface storage at the 10 and 100-year flood elevations, and provides compensating storage to off-set increased runoff from the increase in allocated impervious percentage. The storm water management system depicted in previous submittals would result in the paved areas of the fire station being inundated from a 10-year rainfall. The addition of the discharge structure addresses this problem. The project now appears to meet the district's storm water management criteria and will be presented to the Board of Supervisors for approval at the August 16<sup>th</sup> meeting.

To improve the function of the storm water management system we recommend the following changes.

1. The location of the control / overflow structure shown is unable to drawdown the last 2 ft. of water remaining in retention areas immediately north of the fire station and west of the parking area. Relocating the control structure approximately 120 ft. east, setting the rim elevation no lower than the water quality elevation, and including a bleeder as shown on the attached sketch would improve system recovery and improve the level of flood protection afforded the vehicular access areas.
2. This project does not appear to be located within a wellfield protection zone. Pollution retardant baffles are only required prior to outfall to the master system. Pollution retardant baffles are not required at each end of exfiltration trench.

### Utility Comments

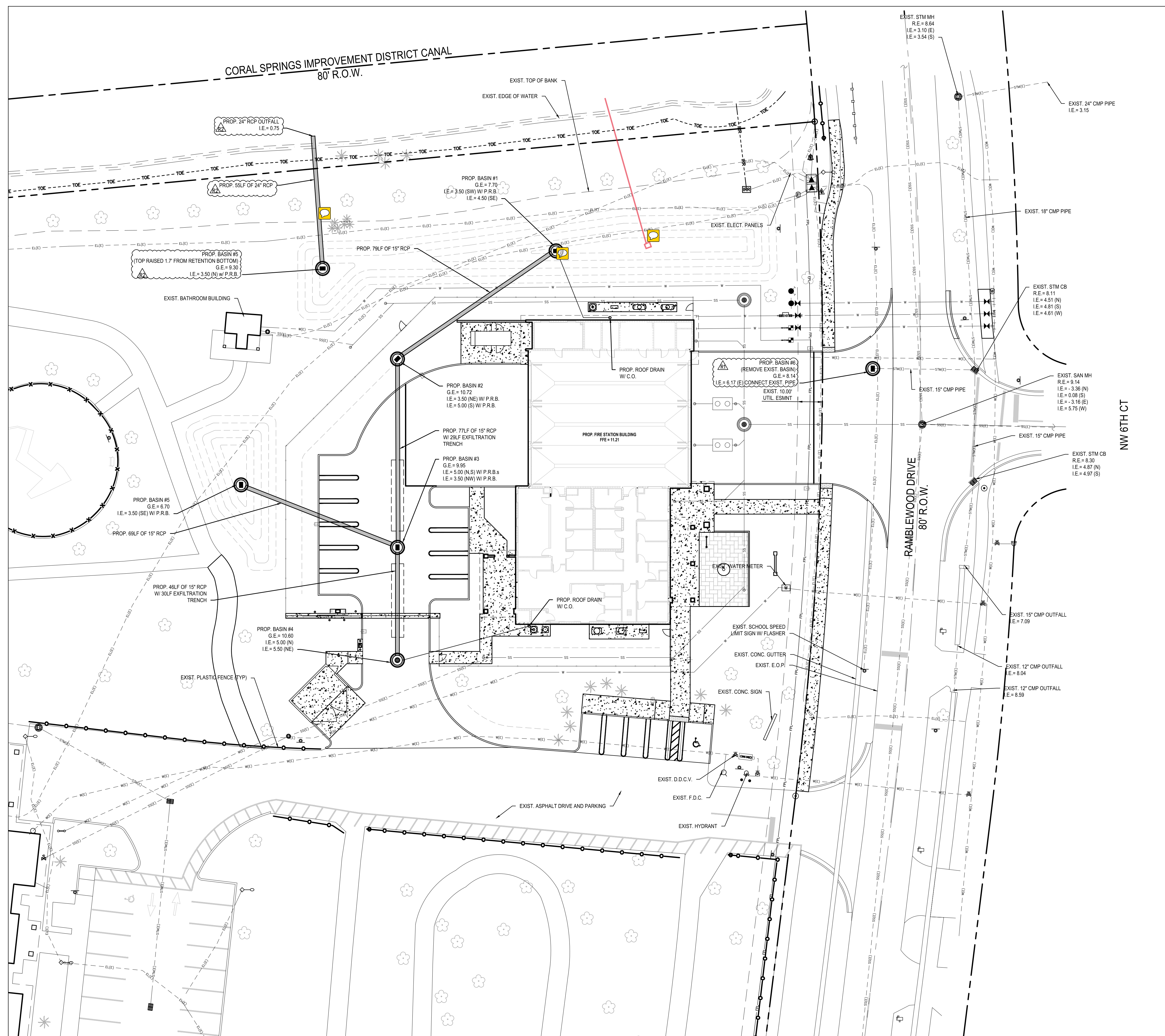
1. Leakage testing of existing and new sewer components is required.
2. Remove the sewer manhole located in the fire station's driveway. Install a sewer manhole as close as possible to the existing perimeter utility easement and remove the clean out at the property line. This manhole will be CSID's responsibility to maintain. Provide an easement around this manhole to comply with CSID's easement.
3. Redesign the water main extension to incorporate a single tap and WM crossing of Ramblewood Drive. A suggested layout is provided.
4. Provide a profile of the gravity sewer system.
5. Existing sewer lateral by the dumpster appears to have less than 2 feet of cover and will be subject to heavy vehicle loads.
6. For the inside drop connection specify the spacing of the straps. Interior of manhole to be recoated with epoxy manhole liner as specified by CSID utility staff.
7. The water and sewer details appear to be approved details from the City of Coral Springs (from Dec. 2015). Utilize the Coral Springs Improvement District details (adopted Sept 2017) which are available for download from the CSID website, [www.CSIDFL.org](http://www.CSIDFL.org). Water and sewer details to be incorporated into the plans include
  - a. G-01, General Notes
  - b. G-02, Minimum Horizontal and Vertical Separation Requirements
  - c. G-05, Potable Water Pressure Test Criteria
  - d. G-08, Ductile Iron Thrust Restraint
  - e. G-10, Valve Marker
  - f. G11, Valve Box Pad
  - g. G12, Valve Box Setting
  - h. G13, Utility Trench Backfill and Bedding
  - i. G14, Utility Crossing
  - j. WM1 and/or WM2, Sample Point
  - k. WM3, Filling and Flushing Connections
  - l. WM4, Gate Valve Setting
  - m. WM 6 and/or 7, Fire Hydrant
  - n. WM10-13, as needed
  - o. San-01/02, Sanitary Sewer Manhole
  - p. San-07, Flow Channels
  - q. San 08, Sewer lateral with riser
  - r. San 09, Cleanout
  - s. Misc 06 &7, Sand and Grit Separator
  - t. Misc 08,09 &/or 11, oil/grease interceptors

Fire Station 64  
August 6, 2021  
Page 3

Revision and resubmittal of the water and sewer aspects of the project is required. Revisions to the storm water management are not required for board approval, but are recommended for better system performance.

Regards,

Glen A. Hanks, P.E.  
FL P.E. #53852



**GENERAL DRAINAGE NOTES:**

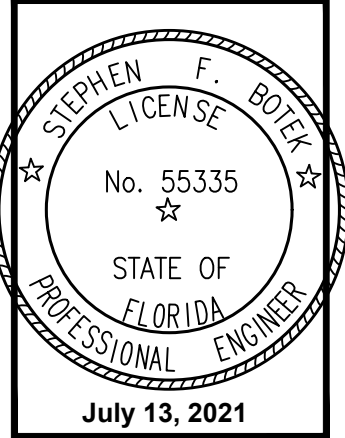
1. ALL ROOF DRAINS TO BE CONNECTED TO THE NEAREST STORM DRAINAGE STRUCTURE.
2. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL EXISTING DRAINAGE WITHIN THE CITY RIGHT OF WAY THAT HAS BEEN AFFECTED BY THE CONSTRUCTION.
3. DURING CONSTRUCTION ACTIVITIES INLET PROTECTION SHALL BE PROVIDED FOR ALL DRAINAGE INLETS ADJACENT TO THE PROJECT SITE. REFER TO POLLUTION/EROSION CONTROL PLAN.
4. SHOULD DEWATERING BE REQUIRED, CONTRACTOR IS RESPONSIBLE FOR OBTAINING REQUIRED AGENCY APPROVALS AND OR PERMITS.
5. THE PROPOSED DRAINAGE WELLS SHOWN ON THIS PLAN ARE NOT TO BE USED FOR ANY DEWATERING PURPOSES.
6. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE BEST AVAILABLE INFORMATION. THE EXISTING UTILITY INFORMATION SHOWN HERE IS FOR THE CONTRACTOR'S CONVENIENCE AND THE E.O.R. ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY, BEFORE COMMENCING CONSTRUCTION CONTRACTOR TO CALL FOR UTILITY LOCATES, VERIFY ALL EXISTING UTILITIES' LOCATIONS AND DEPTHS, AND NOTIFY E.O.R. OF ANY CONFLICTS.
7. ALL ELEVATIONS SHOWN HEREON REFER TO NAVD 1988 UNLESS NOTED OTHERWISE.

**DRAINAGE LEGEND**

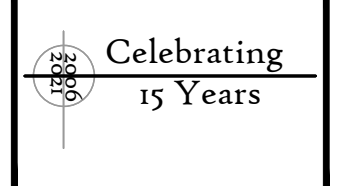
	PROP. FOOT TYPE C BASIN CURB INLET		PROP. DRAINAGE WELL
	PROP. FOOT TYPE C BASIN INLET		PROP. YARD DRAIN
	PROP. 48" ROUND BASIN INLET		PROP. DRAINAGE PIPE
	PROP. 48" ROUND BASIN MANHOLE		PROP. EXFILTRATION TRENCH
	PROP. 48" ROUND BASIN CURB INLET	<b>ABBREVIATIONS</b>	
		I.E.	INVERT ELEVATION
		R.E.	RM ELEVATION
		G.E.	GRATE ELEVATION
		M.H.	MANHOLE
		C.B.	CATCH BASIN
		D.W.	DRAINAGE WELL
		PROP.	PROPOSED
		EXIST.	EXISTING

BTE REF DATE: 7.12.21

REVISIONS	DATE	CSID COMMENT REV	CSID COMMENT REV
1	6/17/21		
2	7/12/21		



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY STEPHEN F. BOTEK, P.E. ON THE DATE ADJACENT TO THE SEAL.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



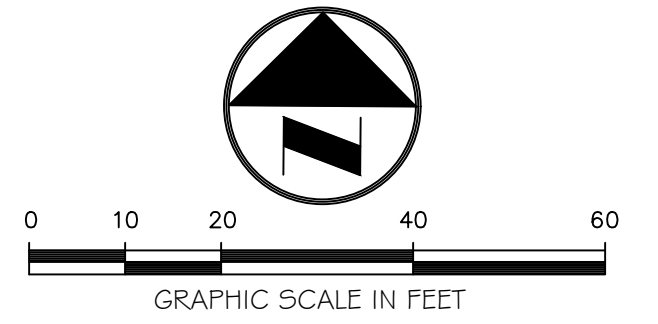
**DRAINAGE PLAN**  
**CORAL SPRINGS FS#64**  
600 RAMBLEWOOD DR  
CORAL SPRINGS, FL 33071

**Botek Thurlow Engineering, Inc.**  
3409 NW 9th Avenue, Suite 102, Ft. Lauderdale, FL 33309  
www.botekthurlow-eng.com P: 954-568-8888 F: 954-568-0757  
Fl. Certificate of Authorization # 26787  
Celebrating 15 Years 2006-2021

BTE PROJECT #  
20-0601

PROJECT DATE:  
11.11.20

SHEET #  
**C-3**



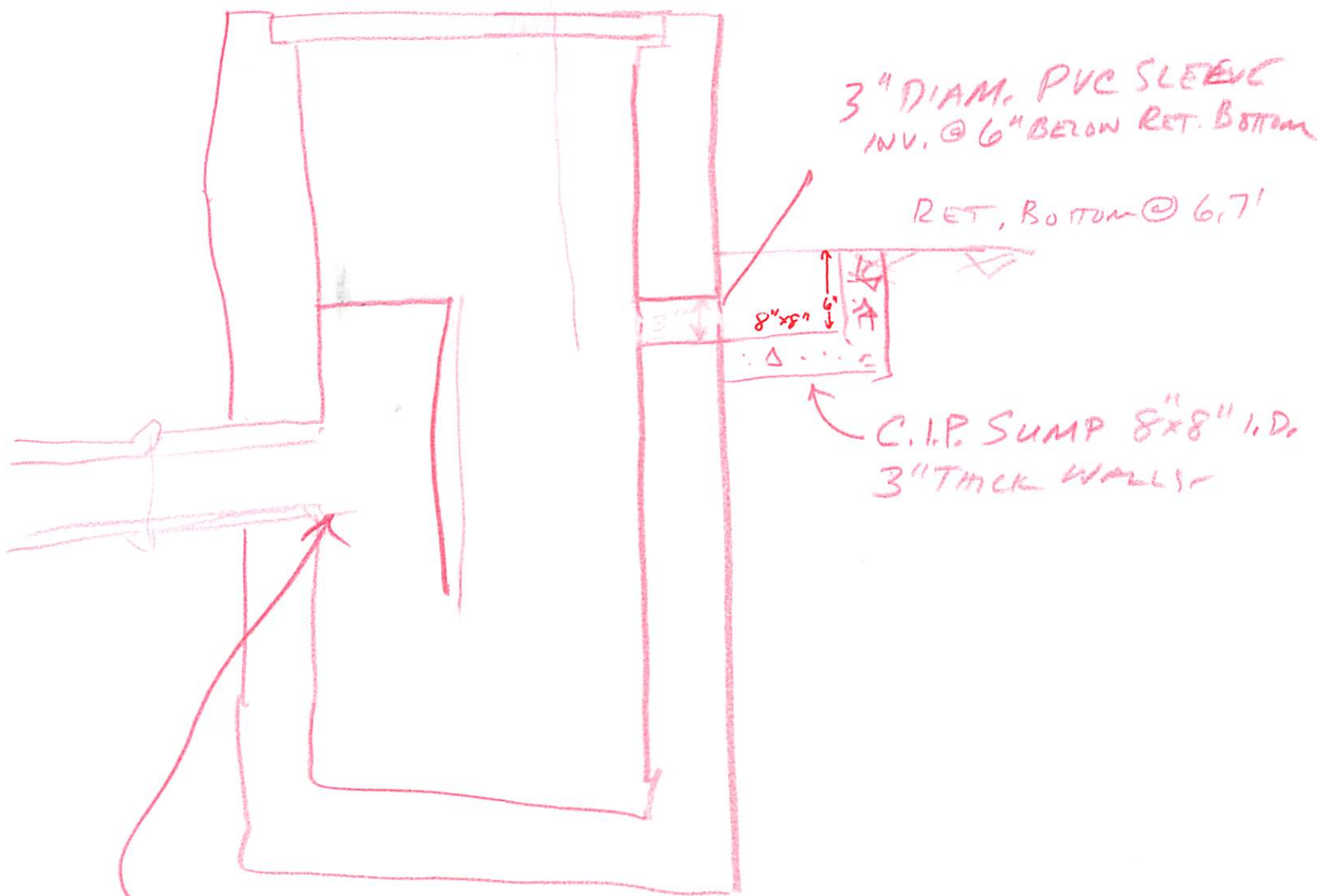
**811**  
Know what's below.  
Call before you dig.  
www.callsunshine.com



# FDOT TYPE C OR TYPE E DBI

DE 3

Rim @ H<sub>2</sub>O QUAL ELEV.



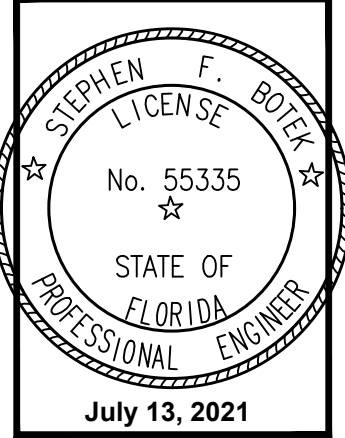
3" DIAM. PVC SLEEVE  
INV. @ 6" BELOW RET. BOTTOM

RET. BOTTOM @ 6.7'

C.I.P. SUMP 8"x8" I.D.  
3" THICK WALLS

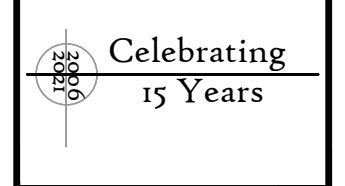
CROWN OF PIPE 2 FT BELOW WSWT  
OR PROVIDE PRB.

BTE REF DATE: 7.12.21	
REVISIONS	DATE



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY STEPHEN F. BOTEK, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



WATER AND SANITARY SEWER PLAN

**CORAL SPRINGS FS#64**

600 RAMBLEWOOD DR  
CORAL SPRINGS, FL 33071

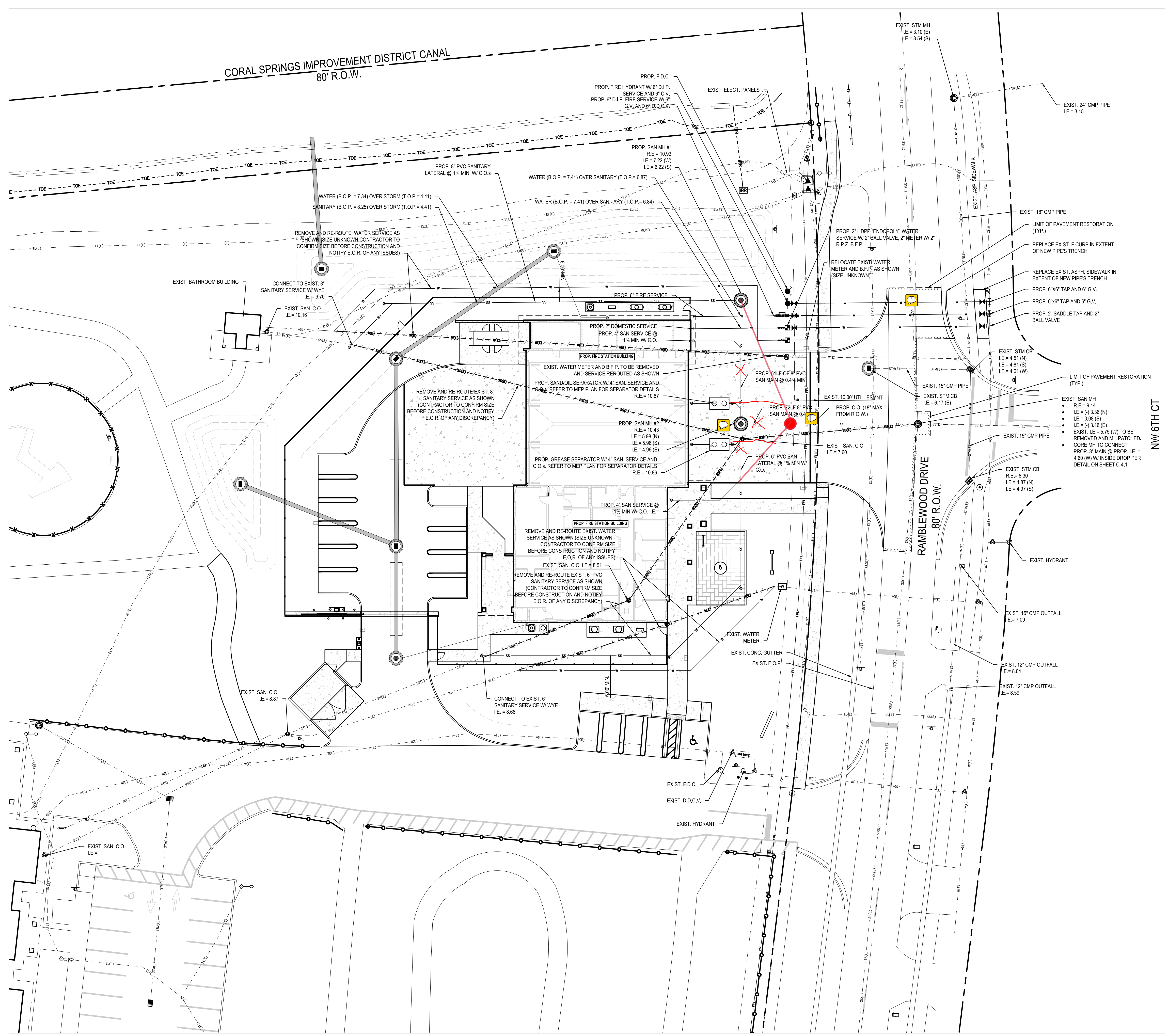
**Botek Thurlow Engineering, Inc.**

1400 NW 9th Avenue, Suite 102, Ft. Lauderdale, FL 33309  
www.botekthurlow-eng.com p: 954-568-8888 f: 954-568-0757  
Fl. Certificate of Authorization # 46787  
Celebrating 15 Years 2006-2021

BTE PROJECT #:  
20-0601

PROJECT DATE:  
11.11.20

SHEET #:  
**C-4**



### WATER AND SEWER LEGEND

	DOUBLE DETECTOR CHECK VALVE		EXIST. SANITARY SEWER MANHOLE
	RPZ BACKFLOW PREVENTORS		PROP. SANITARY SEWER MANHOLE
	GATE VALVE (G.V.) OR CHECK VALVE (C.V.)		PROP. SANITARY CLEAN OUT
	METER		PROP. METER VAULT
	TEE / TAP		PROP. BACTERIOLOGICAL SAMPLE
	FIRE HYDRANT		PROP. REDUCER
	FIRE DEPT. CONNECTION		PROP. PLUG / CAP

	EXISTING SANITARY SEWER PIPE
	EXISTING WATER PIPE
	PROPOSED SANITARY SEWER PIPE
	PROPOSED WATER PIPE

SYMBOLS FOR FITTINGS, VALVES, ETC. ARE DIAGRAMMATIC ONLY AND DO NOT REFLECT ACTUAL SIZE; FOR ACTUAL DIMENSIONS REFER TO MANUFACTURER'S SPECIFICATIONS.

**WATER & SEWER NOTES**

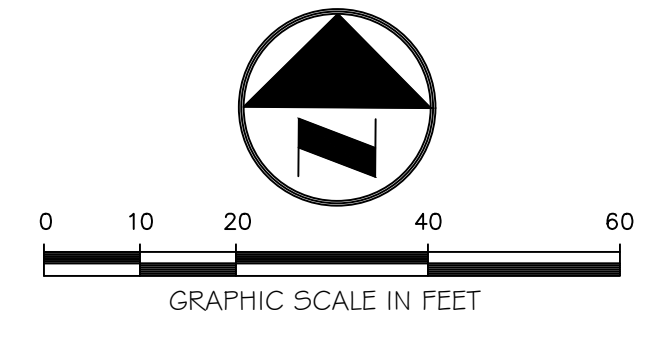
- NO GATE VALVES IN CURBS
- SLOPE OR PITCH SANITARY SEWER MANHOLE CASTINGS WITH DESIGN ROAD SECTIONS.
- ALL SANITARY SEWER CLEANOUTS LOCATED IN ROADWAY ARE TO BE TRAFFIC-RATED.
- WATER SHALL BE AVAILABLE TO FIRE HYDRANTS BEFORE INTERIOR BUILDING CONSTRUCTION CAN BEGIN.
- ALL EXISTING WATER AND SANITARY SERVICES TO THE PROPERTY THAT ARE NOT BEING RE-USED SHALL BE CUT AND CAPPED AND ABANDONED IN ACCORDANCE WITH THE PUBLIC UTILITY'S MINIMUM STANDARDS.
- AFTER WATER AND SEWER CONNECTIONS, RESTORE ALL RIGHT OF WAY (PAVEMENT, SIDEWALK, CURB, ETC.) IN ACCORDANCE WITH CITY OF CORAL SPRINGS MINIMUM STANDARDS
- ALL ELEVATIONS SHOWN IN THIS PLAN ARE IN THE NAVD DATUM, WHERE ELEVATIONS WERE REQUIRED TO BE CONVERTED, THE FOLLOWING CONVERSION WAS USED: NAVD + NGVD - 1.51'
- ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE BEST AVAILABLE INFORMATION; THE EXISTING UTILITY INFORMATION SHOWN HERE IS FOR THE CONTRACTOR'S CONVENIENCE AND THE E.O.R. ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. BEFORE COMMENCING CONSTRUCTION CONTRACTOR TO CALL FOR UTILITY LOCATES, VERIFY ALL EXISTING UTILITIES' LOCATIONS AND DEPTHS, AND NOTIFY E.O.R. OF ANY CONFLICTS.

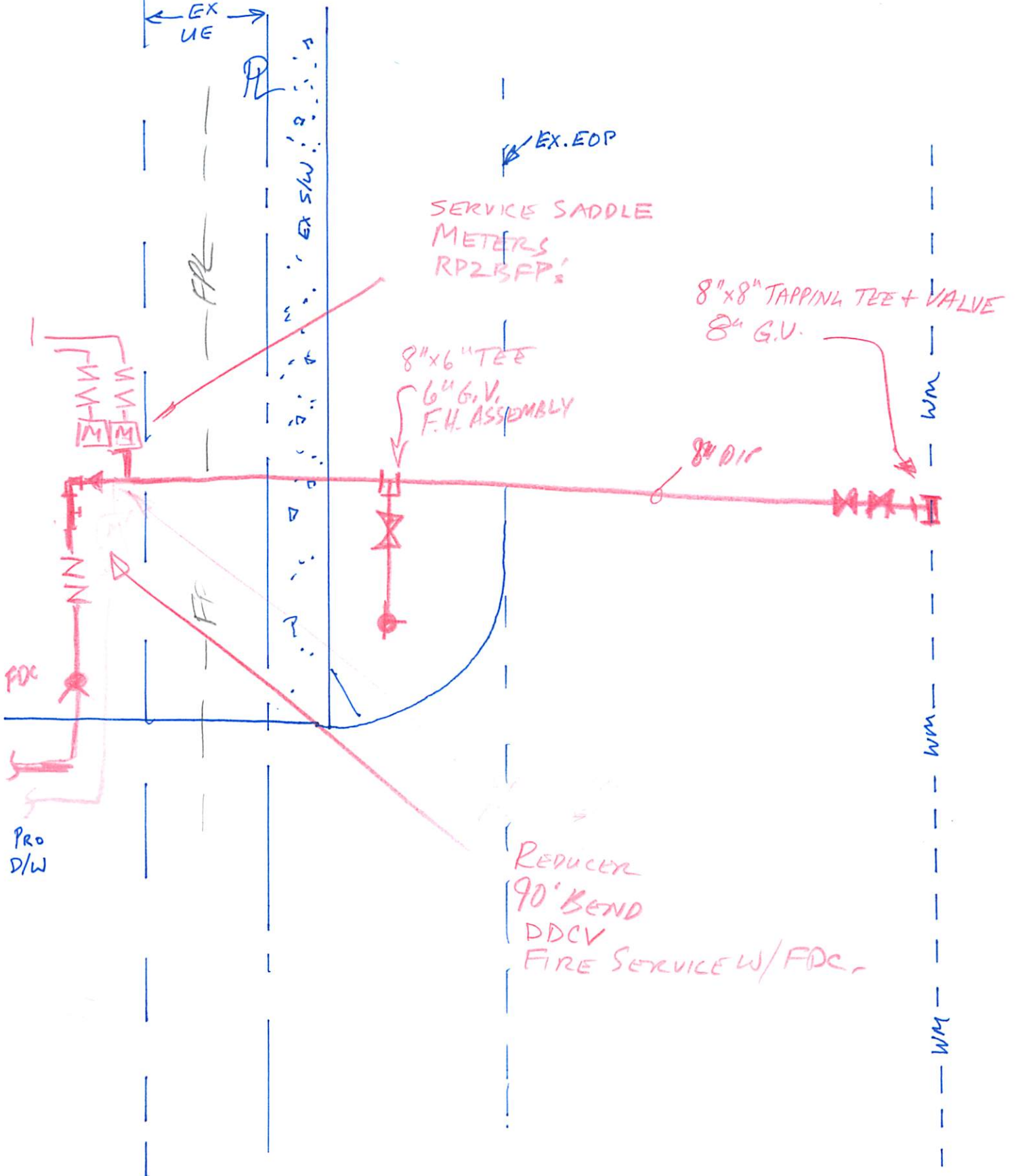
**FIRE LINE NOTES:**

- ALL PROPOSED FIRE MAINS, SERVICES, "SIAMSESE" CONNECTION LINES ETC. MUST BE INSTALLED BY A STATE LICENSED FIRE LINE CONTRACTOR PER FLORIDA STATUTE 633.
- ALL FIRE LINES ARE TO BE INSPECTED BY CERTIFIED FIRE LINE INSPECTORS PRIOR TO BEING PLACED INTO SERVICE.
- UPON COMPLETION OF REQUIRED TESTING A STATE LICENSED FIRE LINE CONTRACTOR SHALL ISSUE A "LICENSED UNDERGROUND TEST CERTIFICATE". THE CERTIFICATE MUST BE ISSUED AND THE FIRE LINE MUST BE ACCEPTED BY THE BROWARD COUNTY HEALTH DEPT. (WHERE APPLICABLE) PRIOR TO BEING PLACED INTO SERVICE.
- FIRE LINE SYSTEM COMPONENTS (FDC, DDCV, FIRE LINE PIPING, ETC.) SHOWN ON THESE PLANS ARE TO BE COORDINATED WITH THE FIRE PROTECTION DRAWINGS AND DESIGN AND FIRE PROTECTION SHOP DRAWINGS. NOTIFY ENGINEER OF ANY DISCREPANCY PRIOR TO INSTALLATION OF ANY PORTION OF THE FIRE PROTECTION SYSTEM.

**UNDERGROUND UTILITIES NOTES:**

- SITE MAY CONTAIN EXISTING UTILITIES (DOMESTIC WATER, IRRIGATION, TELEPHONE, ELECTRIC, GAS, STORM DRAINAGE, SANITARY SEWER AND OTHERS).
- NOT ALL** EXISTING UTILITIES ARE SHOWN HEREON. SOME ARE SHOWN ON THIS PLAN AS OBTAINED FROM UTILITY LOCATES, ATLASSES AND THE SURVEY.
- ALL EXISTING UTILITIES WITHIN THE BOUNDARY OF THE SITE ARE TO BE REMOVED - EXCEPT WHERE NOTED OTHERWISE (SUCH AS TO REMAIN TO BE RELOCATED ETC.). THIS PLAN IS LIMITED TO WATER AND SANITARY SEWER ONLY, NO DESIGN OF FPL, COMCAST, GAS, TELEPHONE IS SHOWN HEREON.
- CONTRACTOR IS RESPONSIBLE FOR SEQUENCING ALL UTILITY REMOVAL/RELOCATION SUCH THAT NO OTHER USER OF SAID IS AFFECTED





## **Fifth Order of Business**



# CORAL SPRINGS IMPROVEMENT DISTRICT

FINANCIAL REPORTING – MEETING AUG 16, 2021

**CORAL SPRINGS IMPROVEMENT DISTRICT  
GENERAL FUND  
SUMMARY REPORT**

For the Period Ending July 31, 2021

	<b>ADOPTED BUDGET FY 2020/2021</b>	<b>PRORATED BUDGET THRU 7/31/2021</b>	<b>ACTUAL 10 MONTHS ENDING 7/31/2021</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	\$ 4,072,935	\$ 3,646,475	\$ 3,819,267	\$ 172,792
<b>EXPENDITURES &amp; RESERVES</b>				
TOTAL EXPENDITURES	\$ 2,472,935	\$ 2,149,061	\$ 2,034,546	\$ 114,515
TOTAL RESERVES	\$ 1,600,000	\$ 1,333,333	\$ -	\$ 1,333,333
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	\$ 4,072,935	\$ 3,482,394	\$ 2,034,546	\$ 1,447,848
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES &amp; RESERVES</b>			\$ 1,784,721	
FUND BALANCE BEGINNING			\$ 9,380,747	
FUND BALANCE ENDING			\$ 11,165,468	

**CORAL SPRINGS IMPROVEMENT DISTRICT  
WATER & SEWER FUND  
SUMMARY REPORT**

For the Period Ending July 31, 2021

	<b>ADOPTED BUDGET FY 2020/2021</b>	<b>PRORATED BUDGET THRU 7/31/2021</b>	<b>ACTUAL 10 MONTHS ENDING 7/31/2021</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	<b>\$ 16,127,287</b>	<b>\$ 11,187,164</b>	<b>\$ 11,776,889</b>	<b>\$ 589,725</b>
<b>EXPENDITURES</b>				
TOTAL ADMINISTRATIVE	\$ 2,474,455	\$ 2,011,115	\$ 1,730,359	\$ 280,756
TOTAL PLANT	\$ 7,772,422	\$ 4,979,647	\$ 4,146,536	\$ 833,111
TOTAL FIELD	\$ 2,775,397	\$ 1,878,310	\$ 1,684,558	\$ 193,752
<b>TOTAL EXPENDITURES</b>	<b>\$ 13,022,274</b>	<b>\$ 8,869,072</b>	<b>\$ 7,561,453</b>	<b>\$ 1,307,619</b>
<b>AVAILABLE FOR DEBT SERVICE</b>			<b>\$ 4,215,436</b>	
Total Debt Service			\$ 2,352,300	
<b>Excess Revenues (Expenses)</b>			<b>\$ 1,863,136</b>	
Net Assets Beginning			\$ 41,367,566	
<b>Net Assets Ending</b>			<b>\$ 43,230,702</b>	

## **Sixth Order of Business**





CORAL SPRINGS IMPROVEMENT DISTRICT

# GENERAL FUND

APPROVED TENTATIVE BUDGET

FY 2021 / 2022

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**GENERAL FUND PROPOSED BUDGET**

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**CORAL SPRINGS IMPROVEMENT DISTRICT  
GENERAL FUND  
PROPOSED BUDGET  
Fiscal Year 2021 / 2022**

DESCRIPTION	ADOPTED BUDGET FY 2020/2021	Actual thru 3/31/2021	Proposed Next 6 Months	Total Projected 9/30/2021	PROPOSED BUDGET FY 2021/2022
<b>REVENUES</b>					
Assessment Revenues (Net)..Budgeted *	3,600,896	3,440,396	160,500	3,600,896	3,600,896
Permit Review Fees	1,000	4,800	-	4,800	1,000
Miscellaneous Revenue	-	-	-	-	-
Interest Income	-	18,983	-	18,983	-
Shared Personnel Revenue	35,960	23,972	11,988	35,960	35,960
FEMA Reimbursement (Federal & State)	-	143,754	-	143,754	-
Carry Forward Assigned Funds	435,079	-	384,722	384,722	4,604,244
<b>Total Revenues</b>	<b>4,072,935</b>	<b>3,631,905</b>	<b>557,210</b>	<b>4,189,115</b>	<b>8,242,100</b>
<b>EXPENDITURES</b>					
<b>ADMINISTRATIVE</b>					
Supervisor Fees	7,200	3,600	3,600	7,200	7,200
Salaries and Wages	166,682	76,385	76,385	152,770	184,900
Special Pay	281	281	-	281	300
FICA Taxes	13,303	6,146	6,146	12,293	14,700
Pension Expense	20,002	9,212	9,212	18,424	22,200
Health Insurance	46,554	31,724	31,724	63,449	69,800
Worker's Compensation Ins.	574	274	274	548	700
Engineering Fees	42,000	14,438	27,562	42,000	44,100
Legal Fees	84,000	46,894	37,106	84,000	96,000
Special Consulting Services	100,000	11,538	11,538	23,076	200,000
Annual Audit	10,600	8,100	2,500	10,600	10,700
Actuarial Computation-OPEB	1,400	-	2,772	2,772	500
Management Fees	60,803	30,401	28,631	59,032	62,630
Telephone Expense	3,537	1,767	1,770	3,537	3,650
Postage	709	427	281	709	730
Printing & Binding	1,337	671	666	1,337	1,380
Administrative Building Costs	12,731	6,365	6,366	12,731	13,120
Insurance	1,238	407	771	1,178	1,300
Legal Advertising	6,000	739	1,211	1,950	6,000
Other Charges / Contingencies	1,700	489	1,211	1,700	1,700
Paver Driveway Incentive Program	12,500	-	-	-	12,500
Computer Expense/Technology	30,900	7,958	18,828	26,786	31,500
Digital Record Management	1,000	-	1,000	1,000	1,000
Office Supplies	7,559	3,779	3,670	7,449	7,790
Dues, Licenses & Subscriptions	7,875	3,241	4,634	7,875	7,900
Promotional Expense	8,630	2,236	6,394	6,394	4,800
Capital Purchases	-	-	-	-	-
<b>Total Administrative</b>	<b>649,114</b>	<b>267,073</b>	<b>284,253</b>	<b>549,090</b>	<b>807,100</b>

**CORAL SPRINGS IMPROVEMENT DISTRICT  
GENERAL FUND  
PROPOSED BUDGET  
Fiscal Year 2021 / 2022**

DESCRIPTION	ADOPTED BUDGET FY 2020/2021	Actual thru 3/31/2021	Proposed Next 6 Months	Total Projected 9/30/2021	PROPOSED BUDGET FY 2021/2022
<b>FIELD OPERATIONS</b>					
Salaries & Wages	290,861	136,679	154,182	290,861	301,100
Special Pay	867	975	-	975	1,000
FICA Taxes	22,251	10,392	11,859	22,251	23,100
Pension Expense	34,904	16,422	18,482	34,904	36,200
Health Insurance	114,567	48,295	48,295	96,590	102,500
Worker's comp Ins	16,113	7,608	8,505	16,113	16,200
Water Quality Testing	3,000	1,076	1,076	2,152	3,000
Communications-Radios/Cellphones	2,022	605	1,417	2,022	2,200
Electric	1,458	460	998	1,458	1,500
Rentals and Leases	500	42	458	500	500
Insurance	16,055	4,792	4,542	9,334	16,600
Hurricane Irma	-	-	-	-	-
R&M - General	61,375	51,338	1,300	52,638	140,700
R&M - Facility	3,000	714	2,286	3,000	14,000
Culvert Inspection & Cleaning	119,500	19,500	100,000	119,500	131,500
Canal Dredging & Maintenance	25,000	-	25,000	25,000	-
Vegetation Management	60,000	11,200	48,800	60,000	10,000
Operating Supplies	20,525	1,016	19,509	20,525	7,100
Chemicals	126,746	53,930	72,816	126,746	126,800
Uniforms	3,035	737	2,298	3,035	3,200
Motor Fuels & Propane	58,600	16,301	42,299	58,600	57,300
Dues, Licenses, Schools & Training	3,942	225	3,717	3,942	5,500
Capital Outlay-Equipment	114,500	2,115	112,385	114,500	85,000
Capital Improvements	725,000	836,143	137,000	973,143	5,650,000
Hurricane Irma	-	-	-	-	-
<b>Total Field Operations</b>	<b>1,823,821</b>	<b>1,220,565</b>	<b>817,225</b>	<b>2,037,789</b>	<b>6,735,000</b>
<b>TOTAL EXPENDITURES</b>	<b>2,472,935</b>	<b>1,487,637</b>	<b>1,101,478</b>	<b>2,586,879</b>	<b>7,542,100</b>
<b>Reserves</b>					
Reserved for 1st Qtr. Operating	350,000	-	350,000	350,000	450,000
Reserves for Designated Projects/Emergency	250,000	-	250,000	250,000	250,000
Storm Damages Reserves	1,000,000	-	1,000,000	1,000,000	-
<b>Total Reserves</b>	<b>1,600,000</b>	<b>-</b>	<b>1,600,000</b>	<b>1,600,000</b>	<b>700,000</b>
<b>Total Expenses &amp; Reserves</b>	<b>4,072,935</b>	<b>1,487,637</b>	<b>2,701,478</b>	<b>4,186,879</b>	<b>8,242,100</b>
<b>Excess Revenues Over Expenditures &amp; Reserves</b>	<b>-</b>	<b>2,144,268</b>	<b>(2,144,268)</b>	<b>-</b>	<b>-</b>

\*Reduced by 1 Million for Storm Reserves. Net Assessment Value increased by 5%

**CORAL SPRINGS IMPROVEMENT DISTRICT  
GENERAL FUND  
PROPOSED BUDGET  
Fiscal Year 2021 / 2022**

DESCRIPTION	ADOPTED BUDGET FY 2020/2021	Actual thru 3/31/2021	Proposed Next 6 Months	Total Projected 9/30/2021	PROPOSED BUDGET FY 2021/2022
<b>FIELD OPERATIONS</b>					
Salaries & Wages	290,861	136,679	154,182	290,861	301,100
Special Pay	867	975	-	975	1,000
FICA Taxes	22,251	10,392	11,859	22,251	23,100
Pension Expense	34,904	16,422	18,482	34,904	36,200
Health Insurance	114,567	48,295	48,295	96,590	102,500
Worker's comp Ins	16,113	7,608	8,505	16,113	16,200
Water Quality Testing	3,000	1,076	1,076	2,152	3,000
Communications-Radios/Cellphones	2,022	605	1,417	2,022	2,200
Electric	1,458	460	998	1,458	1,500
Rentals and Leases	500	42	458	500	500
Insurance	16,055	4,792	4,542	9,334	16,600
Hurricane Irma	-	-	-	-	-
R&M - General	61,375	51,338	1,300	52,638	140,700
R&M - Facility	3,000	714	2,286	3,000	14,000
Culvert Inspection & Cleaning	119,500	19,500	100,000	119,500	131,500
Canal Dredging & Maintenance	25,000	-	25,000	25,000	-
Vegetation Management	60,000	11,200	48,800	60,000	10,000
Operating Supplies	20,525	1,016	19,509	20,525	7,100
Chemicals	126,746	53,930	72,816	126,746	126,800
Uniforms	3,035	737	2,298	3,035	3,200
Motor Fuels & Propane	58,600	16,301	42,299	58,600	57,300
Dues, Licenses, Schools & Training	3,942	225	3,717	3,942	5,500
Capital Outlay-Equipment	114,500	2,115	112,385	114,500	85,000
Capital Improvements	725,000	836,143	137,000	973,143	5,650,000
Hurricane Irma	-	-	-	-	-
<b>Total Field Operations</b>	<b>1,823,821</b>	<b>1,220,565</b>	<b>817,225</b>	<b>2,037,789</b>	<b>6,735,000</b>
<b>TOTAL EXPENDITURES</b>	<b>2,472,935</b>	<b>1,487,637</b>	<b>1,101,478</b>	<b>2,586,879</b>	<b>7,542,100</b>
<b>Reserves</b>					
Reserved for 1st Qtr. Operating	350,000	-	350,000	350,000	450,000
Reserves for Designated Projects/Emergency	250,000	-	250,000	250,000	250,000
Storm Damages Reserves	1,000,000	-	1,000,000	1,000,000	-
<b>Total Reserves</b>	<b>1,600,000</b>	<b>-</b>	<b>1,600,000</b>	<b>1,600,000</b>	<b>700,000</b>
<b>Total Expenses &amp; Reserves</b>	<b>4,072,935</b>	<b>1,487,637</b>	<b>2,701,478</b>	<b>4,186,879</b>	<b>8,242,100</b>
<b>Excess Revenues Over Expenditures &amp; Reserves</b>	<b>-</b>	<b>2,144,268</b>	<b>(2,144,268)</b>	<b>-</b>	<b>-</b>

\*Reduced by 1 Million for Storm Reserves. Net Assessment Value increased by 5%

**REVENUES:**

**Assessments**

The District levies a Non-Ad Valorem Assessment on all taxable property within the Coral Springs Improvement District in order to fund operating and maintenance expenditures, and future reserves. Based on the following table:

**Fee Impact Examples**

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<b>Parcel Type</b>	<b>Impervious Area</b>
Residential Dwelling - Tier 1	1,947
Residential Dwelling - Tier 2	3,423
Residential Dwelling - Tier 3	5,449
Residential Dwelling - Tier 4	6,792
Small Apartment Building	9,354
Large Apartment Building	178,965
Retail/Office	21,261
Big Box Store	188,748

**Source:** Assessment Methodology Study – 5/2018

**Permit Review Fees**

Permit fees are based on prior year's revenues. The revenue budgeted from this source is \$1,000.

**Interest Income**

Interest is earned on cash balances in the District's funds on deposit in checking and money market accounts and in various certificates of deposit. Interest rates are at historic lows. There is nothing budgeted for this line.

**Shared Personnel Revenue**

The District has entered into an interlocal agreement with Pinetree Water Control District. Under the provisions of that agreement the District provides the services of an appropriately licensed field supervisor to Pinetree. Budgeted revenue from this source is \$35,960.

## **EXPENDITURES**

### **ADMINISTRATIVE**

#### **Supervisor Fees**

Board of Supervisors may be compensated \$200 per meeting, not to exceed \$2,400 each per year. Based on 3 supervisors and 12 meetings per year, the amount should not exceed \$7,200.

#### **Salaries and Wages**

The total amount of budgeted wages for this Fiscal Year is \$184,900.

#### **Special Pay**

Special pay is a holiday bonus based on number of years of service. Special pay is budgeted for \$300.

#### **FICA Taxes**

FICA tax is established by the law and currently is 7.65%. Based on salaries of \$184,900 and Supervisors Fees of \$7,200 FICA taxes are being budgeted for a rounded figure of \$14,700.

#### **Pension Expense**

The pension plan was established whereby the employer contributes into the plan annually. Based on salaries of \$184,900 pension expense is budgeted for \$22,200.

#### **Health Insurance**

The District offers each employee Health, Life, Dental and Disability Insurance. In addition, the board members are provided Health and Dental Insurance only. The projected cost to be paid by the District for this fiscal year is \$69,800.

#### **Worker's Compensation Insurance**

The District's Worker's Compensation Insurance premium is budgeted for \$700.

#### **Engineering Fees**

The District contracts for general engineering services on an annual basis. Based on prior years' experience, the projected amount for this Fiscal Year is \$44,100.

**Coral Springs Improvement District**  
General Fund  
Proposed Budget  
Fiscal Year 2021 / 2022

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**Legal Fees**

The District currently has a contract with Lewis Longman & Walker, P.A. as legal counsel for the District. This contract includes preparation for monthly board meetings, contract review, etc. Based on prior year's experience the projected amount for this Fiscal Year is \$96,000.

**Special Consulting Services**

The District will need to engage a consultant who specializes in legislative codification. Certain District limitations relating to bidding threshold requirements, efficiencies, gains and benefits inherent in contract administration, and supervisor compensation levels need to be revised and updated. Additional consulting may be needed to conduct workshop sessions involving staff and department managers. The total amount being budgeted is \$200,000.

**Annual Audit**

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. Based on the current activity level the amount is not expected to exceed \$10,700.

**Actuarial Computation - OPEB**

Florida Statutes require the employer to make health coverage available to retirees at the employer's group rate. The Governmental Accounting Standards Board requires a periodic actuarial assessment of the cost and liability associated with these benefits. In June 2017 GASB 75 replaced and expanded GASB 45 reporting requirements. The District is budgeting \$500 for this assessment.

**Management Fees**

This service includes \$62,630 in management and financial advisory services provided to the District under the Management Contract with Inframark.

**Telephone**

Telephone and fax machine expenses are budgeted for this Fiscal Year for \$3,650.

**Postage**

Mailing of agenda packages, overnight deliveries, correspondence, etc. The projected expense for this Fiscal Year is \$730.



**Printing and Binding**

Checks, stationary, envelopes, photocopies, etc. The projected expense for this Fiscal Year is \$1,380.

**Administrative Building Costs**

This expense represents the costs to operate and maintain the administration building. The projected amount for this cost is \$13,120.

**Insurance**

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expected amount for this Fiscal Year should not exceed \$1,300.

**Legal Advertising**

The District does most of its legal advertising in the Sun-Sentinel. Expenses include monthly meetings, special meetings, public hearings, etc. Based on prior years' experience the amount should not exceed \$6,000.

**Other Charges / Contingencies**

The District is budgeting \$1,700 for various bank charges incurred on its accounts.

**Paver Driveway Incentive Program**

An incentive of \$250 payment each year to the first fifty District residents to replace a concrete or other impervious surface driveway with a pervious paver type driveway. Total budgeted is \$12,500.

**Computer Expense/Technology**

All the District's financial records, accounts payable are processed on a main frame computer owned by Coral Springs Improvement District Water and Sewer Fund. The budget amount for this technology is \$31,500 and includes the cost of digital record keeping for engineering/project plans.

**Digital Record Management**

The District is providing for the set up and maintenance of digital records of existing infrastructure as-builts as well as providing for the mapping of drainage assets. The amount being budgeted is \$1,000.

**Office Supplies**

Accounting and Administrative Supplies. Projected expense for this year is \$7,790.

**Dues, Licenses, Subscriptions**

An annual renewal fee to Florida Assoc. of Special Districts in the amount of \$3,000, and an annual Special District fee to the Department of Community Affairs in the amount of \$175, on-going accounting and seminars totaling \$1,000, and \$3,700 for other management related training. The projected expense totals rounded to \$7,900.

**Promotional Expense**

The District circulates periodic newsletters for the purpose of keeping its residents informed of issues affecting them and may sponsor other events for educating District residents about the services being provided. The annual budget for this item is \$4,800.

**Capital Purchases**

There are no budgeted expenditures.

## **FIELD OPERATIONS**

### **Salaries and Wages**

The total amount of budgeted wages for this Fiscal Year is \$301,100.

### **Special Pay**

Special pay is a holiday bonus based on number of years of service. Special pay is budgeted for \$ 1,000.

### **FICA Taxes**

FICA tax is established by the law and currently is 7.65%. Based on salaries of \$301,100 FICA taxes are being budgeted for a rounded amount of \$23,100.

### **Pension Expense**

The pension plan was established whereby the employer contributes into the plan annually. Based on salaries of \$301,100 pension expense is budgeted for \$36,200.

### **Health Insurance**

The District offers the employees Health, Life, Dental and Disability Insurance. The projected cost to be paid by the District for this fiscal year is \$102,500.

### **Worker's Compensation Insurance**

The District's Worker's Compensation Insurance premium is budgeted for \$16,200.

### **Water Quality Testing**

Water Quality Testing is done to provide a guide for planning the aquatic plant control program and in addition provides indications of dangerous or threatening conditions. Based on last year's quarterly testing the amount is estimated to be \$3,000.

**Coral Springs Improvement District**  
General Fund  
Proposed Budget  
Fiscal Year 2021 / 2022

**Communications-Radios/Cellphones**

The District provides Sprint/T-Mobile telephones for the field employees. The following are the estimated costs for the budget year.

	<u>Yearly</u>
Field Supervisor	\$1,200
Truck No. 1	500
Truck No. 2	500
Total	\$2,200

**Electric**

The District currently has the following utility accounts with Florida Power and Light Co. for purposes of providing electricity to the District's two pump stations:

<u>Address</u>	<u>Yearly</u>
Pump Station # 1 - 121 N.W. 93 <sup>rd</sup> Terrace	\$ 750
Pump Station # 2 - 12000 S.W. 1 <sup>st</sup> Street	750
Total	\$ 1,500

**Rentals and Leases**

Payments related to a lease on a copy machine. The projected cost to be paid by the District for this fiscal year is \$500.

**Insurance**

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. Based on the prior years' experience the expected amount for this Fiscal Year should not exceed \$16,600.

**Coral Springs Improvement District**  
General Fund  
Proposed Budget  
Fiscal Year 2021 / 2022

**Repair & Maintenance - General**

The following is a listing of the different repairs and maintenance needed for operations.

Vehicle Maintenance	\$ 5,200
Pump Station Repairs/Maintenance	79,100
Replace mufflers	25,000.
Trash Pick-up Service	5,200
Backhoe – R&M	5,000
Misc. Repairs	21,200
<u>Total</u>	<u>\$ 140,700</u>

**Repair & Maintenance - Facility**

Estimated costs for general facility maintenance are \$14,000.

**Culvert Inspection and Cleaning**

Culvert inspection and cleaning costs of \$131,500 are being budgeted this year.

**Canal Dredging & Maintenance**

No amount budgeted for this task.

**Vegetation Management**

Prevention of growth of invasive vegetation in canal rights-of-way, with associated bank repair. This should not exceed \$10,000.

**Operating Supplies**

The following is a listing of the different operating supplies needed for operations.

Safety equipment	\$ 6,575
Annual Waterway Cleanup Donation	525
<u>Total</u>	<u>\$ 7,100</u>

**Chemicals**

Estimated costs for chemicals for the budget year are \$126,800.

**Uniform Rental / Purchase**

Estimated costs for uniform rental / purchase including Employee Safety Boot Allowance for the budget year are \$3,200.

**Motor Fuels & Propane**

Estimated costs for motor fuels and propane for the budget year are \$57,300.

**Dues, Licenses, Schools**

Employees are required to have an Aquatic License. This expense includes the classes, licenses and all fees related to the employee obtaining an Aquatic License. This year's projected amount should not exceed \$5,500.

**Capital Outlay-Equipment**

Capital outlay for equipment is budgeted for \$85,000.

**Capital Improvements**

Capital improvements in the amount of \$5,650,000 are being budgeted for canal bank restoration, canal bank assessment, right of way clearing and LP Fuel tank storage capacity increase.

**Reserves for 1<sup>st</sup> Quarter Operating**

The amount of \$450,000 is reserved toward 1<sup>st</sup> quarter operation expenses.

**Reserves for Assigned Projects and Emergencies**

The reserve fund is established to set aside funds for projects designed to maintain the District's drainage assets and to provide for unexpected events/natural disasters that may occur other than those related to Hurricanes. This fiscal year the amount projected to be set aside is \$250,000.

**Storms Damages Reserves**

The district had established that 3 million dollars would be collected over the past three years to limit exposure of financial losses due to storms. This target was achieved in the prior fiscal year.

**6A.**



## RESOLUTION 2021-5

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT, ADOPTING THE FINAL GENERAL FUND BUDGET FOR FISCAL YEAR 2022

**WHEREAS**, pursuant to Section 12 of Chapter 2004-249, Laws of Florida, the District Manager has heretofore prepared and submitted to the Board of Supervisors, for approval, the District's proposed General Fund Budget for the ensuing fiscal year, said proposed budget having been previously approved by the Board of Supervisors; and

**WHEREAS**, a public hearing was held on this 16<sup>th</sup> day of August, 2021, at which hearing members of the general public were given the opportunity to speak and the Board was able to hear any objections to the final budget prior to the adoption of the same; and

**WHEREAS**, notice of the public hearing on the adoption of the final budget was duly published as required by law; and

**WHEREAS**, the Board, having conducted said public hearing and having heard any objections and suggestions pertaining to the budget, has determined that it is in the best interests of the District and those residing within the District to adopt the Final General Fund Budget for Fiscal Year 2021.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT, THAT:**

**Section 1.** The recitals above are true and correct and are hereby made a part of this Resolution.

**Section 2.** The General Fund Budget heretofore submitted to and approved by the Board is hereby adopted as the final General Fund Budget of the District for Fiscal Year 2022.

**Section 3.** A verified copy of said final General Fund Budget shall be attached as an exhibit to this Resolution as Exhibit A and shall be included as part of the District's "Official Record of Proceedings."

**Section 4.** The District Manager shall transmit a copy of this Resolution to the proper public officials so that its purpose and effect may be carried out in accordance with the law.

**Section 5.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Board of Supervisors of the Coral Springs Improvement District, this 16<sup>th</sup> day of August, 2021.

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Dr. Martin Shank, President

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Kenneth Cassel, Assistant Secretary

**Exhibit A**

**Fiscal Year 2022 Final Budget**

**6B.**

**RESOLUTION 2021-6**

**A RESOLUTION OF THE CORAL SPRINGS IMPROVEMENT DISTRICT, LEVYING AND IMPOSING A NON AD VALOREM MAINTENANCE AND OPERATIONS SPECIAL ASSESSMENT FOR FISCAL YEAR 2022**

**WHEREAS**, certain improvements existing within the Coral Springs Improvement District (the “District”) and certain costs of operation, repairs and maintenance are being incurred by the District; and

**WHEREAS**, the District Board of Supervisors (the “Board”) finds and has determined that the District's total General Fund maintenance and operations budget, taking into consideration other revenue sources during Fiscal Year 2022, will amount to approximately \$ \_\_\_\_\_; and

**WHEREAS**, the Board further finds and has determined that the District’s total maintenance and operations during Fiscal Year 2022 will amount to \$ \_\_\_\_\_; and

**WHEREAS**, the Board further finds that the non-ad valorem special assessments it levies and imposes by this Resolution for maintenance and operations on the parcels of property involved will reimburse and fund the District for certain special and peculiar benefits received by the benefitted properties flowing from the maintenance, operation and repair of the systems, facilities and services apportioned in a manner that is fair and reasonable, in accordance with the applicable assessment methodology; and

**WHEREAS**, the Board understands that this Resolution levies only the maintenance and operations assessments for Fiscal Year 2022, and that the President of the District, the District Manager or the designee of the District Manager, shall certify a total non-ad valorem assessment roll in a timely manner to the Tax Collector in and for Broward County for collection to include all assessments levied and approved by the District on the property for maintenance and operation special assessments; and

**WHEREAS**, the Board finds that there are, as provided in Exhibit A, attached hereto and made a part hereof, assessable units which are responsible for the aforesaid costs of operation, repairs and maintenance as indicated therein.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT OF BROWARD COUNTY, FLORIDA, THAT:**

**Section 1.** The recitals above are true and correct and are hereby made a part of this Resolution.

**Section 2.** A special assessment for maintenance and operations as provided for in Chapter 2004-489, Laws of Florida is hereby levied upon the platted lots within the District, and each benefitted property shall pay its proportionate share of the maintenance and operations assessments so levied, as identified in Exhibit A.

**Section 3.** That the collection and enforcement of the aforesaid maintenance and operations assessments on platted lots shall be by the County Tax Collector serving as agent of the State of Florida in Broward County (“Tax Collector”) and shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax collection and enforcement procedures which attend the use of the official annual tax notice. All assessments levied by the District shall be subject to the same discounts as Broward County taxes.

**Section 4.** The levy and imposition of the maintenance and operations special assessments on platted lots included in the District, all of which shall be levied and certified as a total amount on the non-ad valorem assessment roll to the Broward County Property Appraiser and Tax Collector by the designee of the President of the Board on compatible medium no later than the 15<sup>th</sup> day of September 2021, which shall then be collected by the Tax Collector on the tax notice along with other non-ad valorem assessments from other local governments and with all applicable property taxes to each platted parcel of property.

**Section 5.** The President of the Board of the Coral Springs Improvement District hereby designates the District Manager to perform the certification duties with respect to the list of lands included in the District that must pay the maintenance and operations assessment levy. Said assessments shall be extended by the Broward County Property Appraiser on the Broward County tax roll and shall be collected by the Broward County Tax Collector in the same manner and time as the Broward County taxes. The proceeds therefrom shall be paid to the Coral Springs Improvement District.

**Section 6.** The District Manager shall transmit a copy of this Resolution to the proper public officials so that its purpose and effect may be carried out in accordance with law.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of August 2021, by the Board of Supervisors of the Coral Springs Improvement District, Broward County, Florida.

---

Kenneth Cassel  
Assistant Secretary

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Dr. Martin Shank  
President

**Exhibit A**

**(to be completed by Assessment Department)**

# **SEVENTH ORDER OF BUSINESS**



# Paymentus

July 13, 2021

Paymentus Corporation  
 13024 Ballantyne Corporate Place  
 Suite 450  
 Charlotte, NC 28277

## Statement of Work

To: Coral Springs Improvement District  
 c/o Dave Berringer  
 10300 NW 11<sup>th</sup> Manor  
 Coral Springs, FL. 33071

**Project Description:** Coral Springs Improvement District (CSID) is requesting that Paymentus add ECM (Electronic Communications Manager) under the CSID portal.

Item	Detail	Amount
Enterprise Communications Manager (ECM)  Payments Enterprise Communications Manager consists of outbound IVR (Integrated Voice Response – automated phone messaging), email, and SMS (Short Message Service) – Text Messaging. There is no charge to the Customer for the infrastructure enabling these services.	Paymentus will enable ECM under the CSID portal: <ul style="list-style-type: none"> <li>• IVR Outbound Message \$0.15/call</li> <li>• Email Outbound Message \$0.05/email message</li> <li>• SMS Outbound Message \$0.15/SMS</li> </ul>	Fee Structure:  Up to 1,000 combines messages (IVR and Email) per month at no cost.  In excess of Allotted Messages per month: \$0.15 per IVR message \$0.05 per Email message \$0.15 per SMS/Text  The cost for customization of your outbound messages by Paymentus: No Charge
<b>Total Due</b>		<b>Per Message Fee applies if 1,000 messages exceeded in a given month</b>

Customer Authorized Representative (Signature): \_\_\_\_\_

Customer Name/Title (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

## **EIGHTH ORDER OF BUSINESS**



Quest Corporation of America Inc agrees to allow Coral Springs Improvement District the opportunity to piggyback on the contract between Quest Corporation of America Inc and the Central Florida Expressway Authority to provide the contracted services as needed under the same terms and conditions.

Quest Corporation of America Inc agrees that will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Quest Corporation of America agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Sandra Demarco**

**210 N. University Drive, Suite 702 Coral Springs, FL 33071**

**(O) 954.603.0033, Ext. 40532**

**Email: [PublicRecords@inframark.com](mailto:PublicRecords@inframark.com)**

*Diane Hackney*

Signature

Diane Hackney, Assistant Vice President

8/9/21

Date

# QUEST LIST OF SERVICES

[WWW.QCAUSA.COM](http://WWW.QCAUSA.COM)

Administrative  
Advertising Campaigns  
Agency Advocacy  
Annual Reports  
Bilingual / Translation Services  
Billboard Design  
Brand Identity / Brand Strategy  
Brochures / Fliers  
Bus Stop Signage  
Community Sponsorship Programs  
Community Working Groups  
Community Outreach  
Consensus Building  
Copywriting  
Creative Services  
Crisis Communications  
Customer Appreciation / Employee Appreciation Programs  
Database Management  
Direct Mail Campaigns  
Economic Impact Brochures and Surveys  
Focus Groups  
Gamification Techniques  
Graphic Design  
Grant Writing / Grant Reporting  
Image Campaigns  
Intergovernmental / Community Relations  
Incentive Promotions  
Issue Resolution and Documentation  
Logo Development  
Market Research  
Marketing Campaigns / Marketing Plans  
Master Plan Update Reports  
Media Buying / Planning / Placement  
Media Relations  
Meeting Facilitation  
National Outreach Efforts  
News Releases

Newsletters  
Online / Virtual Meetings / Briefings  
Online Focus Groups  
Partnering Facilitation  
Photography  
Presentation Development / Speech Writing / White Papers  
Print Production / Targeted Mailings  
Program Management  
Project Education Videos  
Public Education Campaigns  
Public Hearings  
Public Involvement / Community Outreach Plans  
Public Meetings / Workshops / Charrettes / Hearings  
Public Relations  
Rebranding Strategy  
Research and Analysis  
Revenue Generation Plans  
Ridership Development  
Social Media Positioning / Management  
Special Events  
Stakeholder Workshops and Events  
Statistical Analysis  
Strategic Communications  
Strategic Planning for Marketing and Public Relations  
Surveys – Live and Online  
System Maps / Schedules  
Transit Advertising  
TV and Radio Ads  
Twenty-Four Hour Hotlines / Call Centers  
Video Production  
Voiceover  
Wayfinding Signage  
Website Design / Content Support / Content Management Systems / Securing Website Domain Names / Hosting and Staging  
Workforce Development / Recruitment and Training

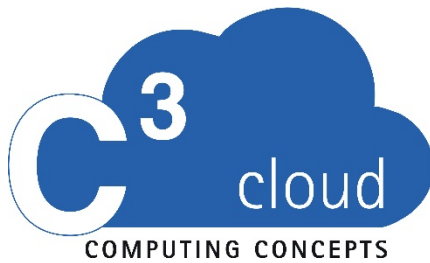
For more information contact Beth Zsoka at 772-834-1298 or email [beth.zsoka@qcausa.com](mailto:beth.zsoka@qcausa.com)



## **NINTH ORDER OF BUSINESS**

**Cloud Computing Concepts LLC**  
 110 E. Atlantic Avenue, Suite 420  
 Delray Beach, FL 33444

Phone: 561-939-4035 Fax: 561-982-4120  
 www.c3cloud.com



Quote Information	
<b>Customer Name</b>	Coral Springs Improvement District
<b>Project Name</b>	CSID - Nonrecurring Projects and Licenses
<b>Revision Date</b>	8/6/2021 2:03:54 PM

C3 Account Executive	
<b>Name</b>	Dino Morra
<b>Email</b>	dmorra@c3cloud.com
<b>Phone</b>	561-939-4021
<b>Fax</b>	561-894-2688

Physical Server - Active Directory				
	Qty	Description	Sell Each	Sell Extended
	1	Dell EMC PowerEdge T440 5U (MSRP: \$3,774.00)	\$2,103.15	\$2,103.15
	3	Microsoft Windows Server 2019 Standard Core Open License - 2 Cores	\$150.00	\$450.00
	16	Professional Installation Services - Server - \$150/hr	\$150.00	\$2,400.00
<b>Sub-Total</b>				<b>\$4,953.15</b>

Windows 10 Upgrades				
	Qty	Description	Sell Each	Sell Extended
	27	Windows 10 Professional Operating System	\$125.00	\$3,375.00
	27	Professional Installation - Windows 10 Professional - \$125/hr	\$125.00	\$3,375.00
<b>Sub-Total</b>				<b>\$6,750.00</b>

Security Awareness Training - 1 Year				
	Qty	Description	Sell Each	Sell Extended
	67	KnowBe4 Security Awareness Training - Managed	\$30.00	\$2,010.00
<b>Sub-Total</b>				<b>\$2,010.00</b>

<b>GRAND TOTAL</b>				<b>\$13,713.15</b>
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Category Breakdown	
<b>Hardware Sub Total</b>	\$2,103.15
<b>Software Sub Total</b>	\$5,835.00
<b>Maintenance Sub Total</b>	\$0.00
<b>Professional Services Sub Total</b>	\$5,775.00

Lease Analysis	
<b>Hard Cost</b>	\$2,103.15
<b>Hard Percentage</b>	15.34%
<b>Soft Cost</b>	\$11,610.00
<b>Soft Percentage</b>	84.66%

Payment Schedule		
Stage	Description	Amount Due
1	Acceptance of Quote (0% of Hardware, Software and Maintenance plus 0% of Professional Services)	\$0.00
2	Delivery of Hardware, Software and Maintenance items	\$7,938.15
3	Completion of Professional Services	\$5,775.00

Customer Initials

**NOTES:**

1. Unless otherwise stated, all professional services amounts contained herein are estimated, and the Client will be billed based on the actual time consumed during the project.
2. Competitive leasing options are available through C3 and several reputable financing institutions including Cisco Capital, HP Financial Services, and CIT.
3. This quote does not include applicable taxes. C3 will, using commercially reasonable processes, calculate applicable taxes and include them on the appropriate invoice(s) associated with this quote. If the Client is tax exempt, the Client must present C3 with a certificate of exemption at the time this quote is accepted.
4. This quote does not include shipping and handling fees. C3 will invoice the Client, and Client accepts sole responsibility for, any shipping and/or handling costs associated with delivering the items contained herein. Client understands that shipping and/or handling costs will be impacted by the chosen delivery method, and may not be known at the time of this quote.
5. A convenience fee of 3.5% will be added to all payments made via credit card.
6. C3 has made every effort possible to present complete and accurate information in this proposal, but it is ultimately not responsible for clerical, grammatical, mathematical, or typographical errors contained herein.

**Acceptance:**

**WE TRULY VALUE YOUR BUSINESS!  
THANK YOU!**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



Customer Initials

# Service Agreement

	General Information			
	<b>Agreement Date</b>	August 5, 2021	<b>Agreement Number</b>	C3-0002473
	<b>Initial Term Length</b>	36 months	<b>Agreement Type</b>	Replacement
	<b>Customer</b>	Coral Springs Improvement District		
	<b>DBA (if any)</b>	n/a		
	<b>Corporate Form</b>	Corporation		
	C3 Internal Use			
	<b>Account Executive</b>	Dino Morra	<b>Authorized Partner</b>	
	<b>Sales Engineer</b>	Matt Pinto	<b>Final Approval</b>	Rick Mancinelli

Customer Billing Address			
<b>Street</b>	10300 NW 11th Manor		
<b>City</b>	Coral Springs		
<b>State</b>	FL	<b>Zip Code</b>	33071

Billing Summary	
<b>Billing Period</b>	Monthly
<b>Billing Type</b>	Invoice
<b>Tax Exempt</b>	False
<b>Monthly Fee</b>	5,011.55

	Authorized Signer	Billing Contact	Technical Contact
<b>Name</b>	David Macintosh	David Macintosh	David Berringer
<b>Title</b>	Manager	Manager	- not on file -
<b>Phone</b>	(954) 753-0380	(954) 753-0380	(954) 753-0380
<b>Fax</b>	- not on file -	- not on file -	- not on file -
<b>Mobile</b>	954-422-3568	954-422-3568	954-796-6613
<b>Email</b>	davidm@csidfl.org	davidm@csidfl.org	daveb@csidfl.org

Signatures	
For Customer	For Cloud Computing Concepts, LLC
<hr/> Signature  David Macintosh, Manager  <hr/> Printed Name and Title   <hr/> Date of Signature	<hr/> Signature   <hr/> Printed Name and Title   <hr/> Date of Signature

**Instructions**

*Please review this Agreement for accuracy, sign above and ensure all pages have been initialed.* Documents cannot be accepted and services cannot be provisioned without authorized signatures and initials. No handwritten changes will be accepted. Once completed, please scan and email to your C3 Account Executive or to [orders@c3cloud.com](mailto:orders@c3cloud.com). Please send originals along with a check for the Service Activation Fees to C3 at 110 East Atlantic Avenue, Suite 420, Delray Beach, FL 33444.

**Thank you for your business! We look forward to serving you!**



**Services And Fees**

<b>Service Group: PC Security and Managed Services</b>							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
40	Security	SEC-HUNTRESS-MANAGED	Huntress: Managed Detection and Response with ThreatOps	0.00	5.00	0.00	200.00
40	Security	SEC-EP-IX-EDR	Security / Sophos Endpoint Intercept X Advanced + EDR / Device	0.00	8.50	0.00	340.00
40	Management	MGMT-LOCAL-PC	Managed Services / Support per Local PC	0.00	22.50	0.00	900.00
<b>Service Group Totals:</b>						<b>0.00</b>	<b>1,440.00</b>

<b>Service Group: Network Security and Managed Services</b>							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
2	Security	SEC-HUNTRESS-MANAGED	Huntress: Managed Detection and Response with ThreatOps ((For Servers))	0.00	6.00	0.00	12.00
2	Security	SEC-SP-IX	Security / Sophos Intercept X Advanced / Server	0.00	14.00	0.00	28.00
4	Management	MGMT-LOCAL-SWITCH	Managed Services / Support per Local Network Switch	0.00	50.00	0.00	200.00
1	Management	MGMT-FIREWALL	Managed Services / Support per Firewall	0.00	125.00	0.00	125.00
4	Management	MGMT-LOCAL-WIFI	Managed Services / Support per Local WiFi Access Point	0.00	25.00	0.00	100.00
15	Management	MGMT-PRINTER	Managed Services / Support per Printer	0.00	9.86	0.00	147.90
1	Management	MGMT-LOCAL-SAN	Managed Services / Support per Local Storage Array	0.00	100.00	0.00	100.00
2	Management	MGMT-LOCAL-SVR	Managed Services / Support per Local Server	0.00	225.00	0.00	450.00
<b>Service Group Totals:</b>						<b>0.00</b>	<b>1,162.90</b>

<b>Service Group: User Management and Security Services</b>							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
67	Management	MGMT-USER	Managed Services / Support per User	0.00	27.50	0.00	1,842.50
67	Security	SEC-2FA-D	Security / Two Factor Authentication	0.00	5.50	0.00	368.50
<b>Service Group Totals:</b>						<b>0.00</b>	<b>2,211.00</b>

<b>Service Group: Mail Security</b>							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
67	Software Rental	SW-MAILSEC-INOUT	Software / Email Filtering / In and Out / User (Users + Distribution Lists)	0.00	2.95	0.00	197.65
<b>Service Group Totals:</b>						<b>0.00</b>	<b>197.65</b>

<b>GRAND TOTALS</b>	<b>0.00</b>	<b>5,011.55</b>
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<b>Notes And Instructions</b>
Fully replaces C3-0002465.

<b>Service Activation Fee Calculation</b>	
(+) First Month MRC	5,011.55
(+) Sub Total NRC	0.00
(-) NRC Discount	(0.00)
(-) NRC Previously Paid	(0.00)
(=) Service Activation Fee	5,011.55

### General Terms and Conditions

**1. GENERAL.** This Service Agreement ("Agreement") is entered into by and between Cloud Computing Concepts, LLC ("C3"), a Delaware limited liability company with an address at 110 East Atlantic Avenue, Suite 420, Delray Beach, Florida, 33444 and Customer.

**2. SERVICES.** "Service" or "Services" shall mean some or all of the services provided by C3, including but not limited to virtual servers, virtual desktops, virtual voice, virtual networking, data storage, infrastructure, co-location, voice and data carrier services, data backup, data recovery, technology consulting, and on-site service and support. Said services are fully described in the Services and Fees section of this Agreement.

**3. TERM.**

**3.1. Effective Date.** The Effective Date of this Agreement ("Effective Date") shall be the date on which C3 commences delivering billable Services to Customer.

**3.2. Initial Term.** The Initial Term of this Agreement shall commence on the Effective Date and conclude on the last day of the month after the passage of the Initial Term Length.

**3.3. Automatic Renewal.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive 30 day periods ("Renewal Term"). Upon automatic renewal, any services not already billing at the then current Month to Month rate will convert to the then current Month to Month rate. In the event that Customer wishes to cancel automatic renewal of this Agreement, Customer must notify C3 via email at least thirty (30) calendar days prior to the expiration of the Initial Term or any Renewal Term, of its desire to terminate this Agreement.

**4. BILLING AND PAYMENT.** Upon acceptance of this Agreement by C3 and Customer, Customer agrees to pay C3 the applicable fees as set forth in this Agreement.

**4.1. Monthly Recurring Charge ("MRC").** A fee which is incurred each month. Customer shall pay MRCs beginning on the Effective Date. All services provided under this Agreement are billed using a minimum increment of one full calendar month. All partial calendar months are rounded up for purposes of billing, although C3 may, in its sole discretion, elect to prorate some services provided for partial calendar months.

**4.2. Non Recurring Charge ("NRC").** A one-time fee.

**4.3. Service Activation Fee.** The Service Activation Fee is the total amount due by Customer to C3 upon acceptance of this Agreement by C3 and Customer. This fee is generally calculated by adding the first month's MRC and the NRC, less any NRC discount.

**4.4. Payment.** Customer shall pay all MRCs in advance before the first day of each and every Billing Period of this Agreement (the "Due Date"). Customer shall pay all such MRCs, without demand, to the offices of C3 and without any deduction, revision or set-off whatsoever. In the event that any payment is returned to C3 or unavailable, such as checks returned for non-sufficient funds ("NSF"), Customer shall pay C3 an administrative fee in the amount of \$75, provided that payment of such administrative fee shall not limit any other right or remedy that may be available to C3 under Florida law. In the event Customer fails to deliver any payment to C3 under this Agreement on or before the date such payment is due, C3 shall notify customer. In the event that said failure to make payment is not remedied within five (5) calendar days of notice by C3 to Customer, Customer shall be in Default of this Agreement and subject to the terms of Section 5.1.

**4.5. Bankruptcy.** If Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) calendar days of filing, C3 may, in its sole discretion, declare the Customer to be in Default of this Agreement and subject to the terms of Section 5.1.

**4.6. Late Payment.** In addition to the remedies available to C3 under Section 5.1 of this Agreement for a payment default, all amounts that remain unpaid five (5) calendar days after Due Date shall be subject to a fifty dollar (\$50) late payment fee and shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.

**4.7. Taxes and Regulatory Fees.** Amounts due under this Agreement are exclusive of all applicable federal, state and local sales, use, excise, communication service and any other taxes and regulatory fees and surcharges which may be levied or assessed upon any equipment or Services. Customer shall be solely responsible for payment of any and all such taxes and regulatory fees. Any calculation errors in assessment and/or tax rate changes requiring adjusted tax computations by C3 as necessary to accurately and properly collect taxes does not relieve Customer of its responsibility to remit tax payments fully when billed. Any failure to pay such taxes or regulatory fees or surcharges shall constitute a Default under this Agreement and C3 shall have the remedies available under Section 5.1 of this Agreement.

**4.8. Customer Billing Disputes.** Customer shall have the right to reasonably dispute any of the charges contained in an invoice for a period of thirty (30) calendar days after the date of the invoice (the "Reconciliation Date"), provided that: (i) C3 receives payment in full for all charges (both disputed and undisputed) on or before the Due Date of such payment, (ii) Customer presents a written statement of the purported billing discrepancies to C3 in reasonable detail on or before the Reconciliation Date, and (iii) Customer negotiates in good faith with C3 for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges. C3 shall not be obligated to consider any Customer notice of any billing discrepancies which are received by C3 after the Reconciliation Date.

**4.10. Credit Review.** Customer's execution of this Agreement signifies Customer's acceptance of C3's initial and continuing credit approval procedures and policies. C3 reserves the right to withhold initiation or full implementation of any or all Services under this Agreement pending C3's initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by C3, including, but not limited to, security for payments due hereunder in the form of a cash deposit or other means. C3 reserves the right to modify its requirements, if any, with respect to any security or other assurance provided by Customer for payments due hereunder in light of Customer's actual purchase volume when compared to projected purchase volumes upon which any security or assurance requirement was based or if C3 determines, in its sole judgment, that Customer lacks, or may in the future lack, the financial resources to meet its obligations to C3. By executing this Agreement in the space provided below, Customer hereby authorizes C3 to conduct an investigation and credit check on Customer with any one or more of the major credit reporting agencies. Customer shall reasonably cooperate with C3 to obtain credit information. Acceptance of this Agreement by C3 can be subject to a satisfactory completion of a credit review.

**5. TERMINATION; SUSPENSION OF SERVICE.**

**5.1. For Default.** In the event Customer is in Default, C3 shall be entitled to any one, or all of the following remedies: (i) C3 may immediately suspend all Services to Customer; (ii) C3 may deem all amounts due to C3 under this Agreement or any other agreement between Customer and C3, including repayment of all NRC Term Discounts, to be accelerated and become immediately due and payable; and/or (iii) C3 may terminate this Agreement. If the material default is cured to C3's

satisfaction, C3 may, in its sole discretion, elect to re-enable any suspended Services. Prior to re-enabling any suspended Services, and in consideration of the work required to re-enable any suspended Services, Customer will be required to make a payment to C3 equal to 25% of the MRC of the suspended Services.

**5.2. For Cause.** Except as otherwise provided in this Agreement, C3 may terminate this Agreement if the Customer breaches any other term or condition of this Agreement and fails to cure such breach within five (5) calendar days after written notice of the same.

**5.3. Without Cause.** Customer may terminate this Agreement without cause so long it provides C3 with notice equal to or greater than thirty (30) calendar days from the end of the current billing period.

**5.4. Liability Following Termination.** In the event this Agreement is terminated prior to the conclusion of the Initial Term or any Renewal Term, Customer is liable for a Cancellation Fee, which is defined as the sum total of all Service Cancellation Fees plus any NRC discounts included in this Agreement. For each Service with a Category of "Carrier", "Hosted PBX" or "Co-Location", the Service Cancellation Fee is equal to the number of months remaining on this Agreement multiplied by the MRC for that Service. For each Service with a Category other than "Carrier", "Hosted PBX" or "Co-Location", the Service Cancellation Fee shall be equal to the lesser of (i) the number of full or partial months remaining on this agreement beginning with the date of termination multiplied by the MRC for that Service or (ii) 12 times the MRC for that Service. The expiration or termination of this Agreement will not (a) extinguish claims or liability (including, without limitation, for payments due) arising prior to such expiration or termination, or (b) extinguish claims or liabilities arising after such expiration or termination if such claims or liabilities specifically survive any expiration or termination as set forth herein.

**5.5. Effect of Termination.** Upon Termination of this Agreement, with or without cause, (i) C3 will immediately cease providing the Services; (ii) any and all payment obligations of Customer under this Agreement will become due immediately; (iii) within ten (10) calendar days after such expiration or termination, each party will return all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (iv) Customer will remove from C3's premises all Customer equipment and any of its other property on C3 premises within ten (10) calendar days of C3's request (and only after Customer receives authorization from C3). If Customer does not remove such property (or cannot remove such property because of payments due to C3) within such ten (10) calendar day period, then C3 may move any and all such property to storage and charge Customer for the cost of such removal and storage, without being liable for related damages. If Customer does not pay all amounts due to C3 and fails to remove such property from C3's premises or storage within thirty (30) calendar days of such C3 request, C3 may liquidate the property in any reasonable manner, without being liable for related damages; (v) C3 will make any available, via FTP, for a period not less than thirty (30) calendar days, access to all non-desktop, non-security virtual machines stored on C3 systems. C3 may, at its sole discretion, and with prepayment of an agreed upon amount by Customer, make the same available via other means. At the conclusion of thirty (30) calendar days, C3 reserves the right to permanently destroy any and all Customer virtual servers, desktops, data, configurations, designs, and information without liability for such actions.

**5.6. Survival.** The following provisions will survive any expiration or termination of this Agreement: 4, 8, 9, 10, 11, 5.4 and 13.

**6. DATA TRANSPORT AND INTERNET ACCESS SERVICE.** C3 exercises no control over and specifically disclaims any responsibility for, the content, accuracy or quality of information passing or obtained through C3's computers, network hubs and points of presence ("C3 Network"). Use of any information obtained via the C3 Network is strictly at Customer's own risk. None of the underlying services for internet access or connectivity, (collectively, the "Resold Services") are being provided by C3. Customer acknowledges and agrees that C3 is acquiring each of those Resold Services from a third party for resale and is not the originator of those services. Under no circumstances shall C3 be liable to Customer or any other person or entity for any loss, injury or damage of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the Resold Services or use of any underlying service provider's network or services.

## 7. ADDITIONAL AGREEMENTS.

**7.1. Monitoring and Bandwidth Control.** C3 reserves the right to monitor customer's bandwidth usage and to utilize technology to limit Customer's bandwidth usage to those amounts specified in this Agreement, or if no amount is specified, to a maximum of 5Mbps.

**7.2. Internet Protocol.** Any Internet Protocol Numbers ("IP") provided to Customer by C3 in connection with the Services are understood to be leased from C3 and shall be used only in connection with the Services. Customer acknowledges and agrees that all IP addresses shall remain the sole and exclusive property of C3. In the event Customer discontinues use of the Services for any reason, or this Agreement terminates for any reason, Customer's right to use the IP shall terminate. C3 reserves the right to change the IP upon notice to Customer.

**7.3. Customer Provided Data and Telecommunications Services.** While Customer can order a variety of voice and data services from multiple regional, national and international carriers directly from C3, Customer may also make arrangements with third party carriers for voice and data services. In this case, Customer is responsible for ordering all local and long-distance lines from such third party carriers and ordering any and all necessary cross-connects from C3. Customer shall be responsible for any newly applicable cross-connect, port-fee, NRC and/or MRC associated with the installation and/or delivery of such third party services that are in effect at the time Customer executes this Agreement. The carriers' installed circuits must be in the Customer's name and billed directly to Customer. Customer will be solely responsible for such circuits and for all payments due to the carriers.

**7.4. Other Networks Approval and Usage.** Services include the ability to transmit data beyond C3's Network, through other networks, public and private. Customer's use of or presence on other networks may require approval of the respective network authorities and may be subject to any acceptable usage policies established by those network operators. Customer will not hold C3 responsible for, and C3 expressly disclaims all liability for, Customer's violation of such policies. Customer understands that C3 does not own or control other networks outside of C3's Network, and C3 is not responsible or liable for performance (or non-performance) of those networks or the interconnection points between the Service and other networks that are operated by third parties.

**7.5 For Metro Ethernet / Fiber Connectivity.** Customer is responsible for providing a carrier approved conduit with draw string from the desired installation location to the designated utility easement at the edge of the property. Customer is responsible for providing a 2' x 2' plywood back board securely mounted in the installation location. Customer must provide 120v utility power backed by an adequately sized UPS and a grounding bar. Customer acknowledges that the average installation time for a Metro Ethernet or other Fiber Optic circuit averages 90 to 120 days, but no time frame is guaranteed. Customer will be responsible for a \$1500 one time fee plus any applicable Special Construction charges levied by the underlying carrier if the installed circuit needs to be moved to another address, assuming said address is deemed reachable by the underlying carrier.

**7.6 For All Co-Location Services.** Customer acknowledges that C3 provides all racks and mounting hardware in as-is condition. Customer shall be solely responsible for any damage caused to their equipment, C3 racks and mounting hardware, and/or the data center facilities during installation or removal of its equipment. Customer acknowledges that it must request and receive from C3 approval prior to the removal of any equipment for which Customer has contracted co-location services for under this Agreement. Such approval will be granted no later than 48 hours after requested so long as Customer account is current and in good standing. Customer shall be strictly prohibited from storing any cardboard or other flammable materials within their Co-Location space and, if any such materials are found, C3 shall have the right to remove and/or dispose of such materials at a reasonable cost to the Customer.

**7.7 For Co-Location Purchased on a Per Rack Unit Basis.** Customer acknowledges that any co-location service purchased on a per-rack unit basis does not entitle the Customer or its employees, contractors or designated agents access to the data centers in which the equipment is stored. If Customer requires access to equipment stored in a C3 data center, customer should open trouble ticket with C3 and C3 will assign a representative to meet customer at the designated data center and escort customer to their equipment. Customer shall incur a fee of \$175 for the first hour of each access request, and \$125 for each hour thereafter rounded up to the next half hour.

## **8. ACCEPTABLE USE.**

**8.1. Acceptable Use Policy.** C3 shall have the right to immediately suspend Services and/or terminate this Agreement in the event Customer violates any provision of the C3 Acceptable Use Policy ("AUP"), the current version of which is available at <http://www.c3cloud.com/c3-aup.pdf> and is hereby incorporated by reference into this Agreement. This AUP may be updated from time to time, and the most current version shall always control. Customer agrees to indemnify and hold harmless C3 and each of C3's shareholders, directors, officers, employees, agents and affiliates from and against any losses, damages, costs or expenses, including reasonable attorneys' fees and expenses (collectively "Claims") arising out of or relating to Customer's use of the C3 Network or the Services which would constitute a violation of the AUP.

**8.2. Law Enforcement Notification.** If C3 is informed by any third party, including, without limitation, any government authorities, of Customer's inappropriate or illegal use of C3's facilities (including but not limited to the C3 Network) or other networks accessed through C3, or C3 otherwise learns of such use or has reason to believe such use may be occurring, then (i) Customer hereby authorizes C3 to cooperate with any applicable governmental authorities, including by providing any and all requested information, and (ii) Customer will cooperate in any resulting investigation by C3 or any such third party. If Customer fails to cooperate with any such investigation or fails to immediately rectify any illegal use, C3 may immediately suspend Customer's Services without further notice to Customer.

**8.3. Legal and Regulatory Compliance.** Upon notice to Customer, C3 may modify or suspend Customer's Service should Customer fail to comply with any applicable law or regulation, including but not limited to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512.

## **9. DEFENSE OF THIRD PARTY CLAIMS AND INDEMNIFICATION.**

**9.1 Indemnity.** Each party agrees to indemnify the other, its directors, officers, employees, affiliates and customers from and against any and all claims, actions, demands, costs and expenses, including, without limitation, attorneys' fees, costs and expenses (collectively, the "Covered Claims"), brought against the other party alleging: (i) with respect to the Customer's business: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (c) spamming, or any other offensive, harassing or illegal conduct; (ii) any damage or destruction to the C3 Network, C3 premises, C3 equipment, or to any other C3 customer which damage is caused by or otherwise results from acts or omissions by Customer, Customer Representative(s) or Customer's designees; (iii) any personal injury or property damage to any employee, representative or other designee of the other party arising out of such individual's activities related to the Services, unless such injury or property damage is caused solely by the other party's gross negligence or willful misconduct; (iv) any other damage arising from the use of the other party's equipment or network; (v) the breach of any term, condition or representation of either party as set forth in this Agreement; and (vi) any breach or violation of any law, rule, ordinance applicable to either party's business.

**9.2. Notification.** Each party will provide the other with prompt written notice of each Covered Claim of which the notifying Party becomes aware, and, the notified party, in its sole discretion, may elect to participate in the defense and settlement of any Covered Claim, provided that such participation shall not relieve Customer of any of its obligations under this Section.

## **10. LIMITATIONS OF LIABILITY AND WARRANTY.**

**10.1. No Warranties.** C3 PROVIDES THE SERVICES "AS IS"; MAKES NO EXPRESS WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES; AND DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. C3 shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, which shall include, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Customer may terminate this Agreement if any event of Force Majeure as defined in Section 13.2 of the Agreement, continues for a continuous period of ten (10) calendar days.

**10.2. Limitation of Liability.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole and exclusive remedies for any claims relating to the Services are set forth in the Agreement.

**10.3. Damage to Customer Business.** In no event will C3 be liable to Customer, any Customer Representative, or any third party for any claims arising out of or related to Customer's business, Customer's customers or clients, Customer Representative's activities at C3 or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Service or of any Customer's business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

**10.4. Maximum Liability.** Notwithstanding anything to the contrary in this Agreement, C3's maximum aggregate liability to Customer related to or in connection with this Agreement will be limited to the total amount paid by Customer to C3 hereunder for the six (6) month period prior to the event(s) giving rise to such liability.

**11. CONFIDENTIAL INFORMATION.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be released by law or regulation, provided that the receiving party provide prompt written notice to the disclosing party of such impending release, and the releasing party cooperate fully with the disclosing party to minimize such release.

**13. MISCELLANEOUS PROVISIONS.**

**13.1. Notices.** Any notice or communication required or permitted to be given hereunder may be delivered personally, sent via electronic mail, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party first indicated below, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) calendar days after mailed or sent, whichever is earlier.

**13.2. Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

**13.3. Resale.** Customer may resell the Service after receiving C3's prior written approval as to the nature and scope of such resale. Should Customer resell any portion of the Service to any other party, Customer assumes all liabilities arising out of or related to such third party sites and communications and will indemnify and hold C3 harmless from such liabilities and/or the resale of said services. Customer agrees to enter into written agreements with any and all parties to which it resells any portion of the Services with terms and conditions at least as restrictive and protective of C3's rights, as the terms and conditions of this Agreement.

**13.4. Marketing.** Customer agrees that C3 may refer to Customer by trade name and trademark, and may briefly describe Customer's Business in C3's marketing materials and web site. Customer hereby grants C3 a limited license to use any Customer trade names and trademarks solely in connection with the rights granted to C3 pursuant to this Section 13.4. All goodwill associated with Customer's trade name and trademarks will inure solely to Customer. Customer may display the C3 logo, or any other C3 trademark or service mark or logo, on Customer's web sites or marketing literature only after obtaining C3's written approval on a case-by-case basis, and provided that Customer abides by the C3 trademark guidelines and such other guidelines as C3 may provide Customer. All goodwill associated with C3's trade name, trademarks, slogans and logos will inure solely to C3.

**13.5. Government Regulations.** Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business. Customer represents and warrants that customer (i) is not located in a country subject to United States embargoes, or listed on the United States Treasury Department's list of specially designated nationals, or listed on the United States Commerce Department's denied persons list or entities list, and (ii) if an individual, is at least 18 years of age.

**13.6. Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other, with such consent not to be unreasonably withheld. Notwithstanding the foregoing, Customer upon notice to C3, may assign all of its rights and delegate all of its duties under these terms and conditions and any applicable Contract to (a) a subsidiary, affiliate or parent company; (b) any entity that Customer controls, is controlled by, or is under common control with; or (c) any entity which succeeds to all or substantially all of the party's assets, whether by merger, sale or otherwise, provided such entity is not a competitor to C3; has a net worth at least equal to Customer at the time of the requested assignment; and agrees in writing to assume all duties, obligations and responsibilities of Customer under all applicable Contracts and these terms and conditions and to otherwise be bound as provided for herein. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Each request by Customer for a proposed assignment shall be accompanied by a nonrefundable fee payable to C3 in the amount of Nine Hundred Fifty Dollars (\$950.00) to cover C3's administrative, legal and other costs and expenses incurred in processing each of Customer's requests.

**13.7. Relationship of Parties.** C3 and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between C3 and Customer. Neither C3 nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

**13.8. Choice of Law and Attorney's Fees.** This Agreement will be governed by and construed pursuant to the laws of the State of Florida. Exclusive jurisdiction and venue for purposes of any litigation in connection herewith shall be in the state or federal court located in Palm Beach County, Florida. If any legal action is brought by either party to enforce its rights under this Agreement, the non-prevailing party in such action shall reimburse the prevailing party all of such prevailing party's costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such action.

**13.9. Waiver.** The waiver by either party of any term, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, condition, or provision contained in this Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of such party to insist upon the performance by the other party in strict accordance with the terms of this Agreement.

**13.10. Non-Solicitation.** Customer agrees that it will not, neither directly nor indirectly, solely or jointly with others, during the Term of this Agreement and for a period of three hundred sixty five (365) calendar days after the termination or expiration of this Agreement, regardless of the reason for such Termination: (i) hire, contract or take away or cause to be hired, contracted or taken away any employee or independent contractor of C3; (ii) solicit or encourage any employee or independent contractor of C3 to terminate employment with or cease providing services to C3; (iii) contact or solicit clients of C3, unless expressly authorized to do so via written Agreement with C3; or (iv) induce or attempt to induce any client, supplier, vendor, service provider or other business associate of C3 to cease doing business with C3 or in any way interfere with the relationship between C3 and any of its clients, vendors, service providers or business associates.



110 East Atlantic Avenue | Suite 420 | Delray Beach, FL 33444  
 Telephone: 561-939-4035 | Fax: 561-982-4120 | www.C3Cloud.com

Cloud Computing Concepts LLC agrees to allow Coral Springs Improvement District the opportunity to piggyback on the General Services Administration Federal Supply Service contract GS-35-F-0537X to provide the contracted services as required under the same terms and conditions.

Cloud Computing Concepts LLC agrees that will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Cloud Computing Concepts LLC agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

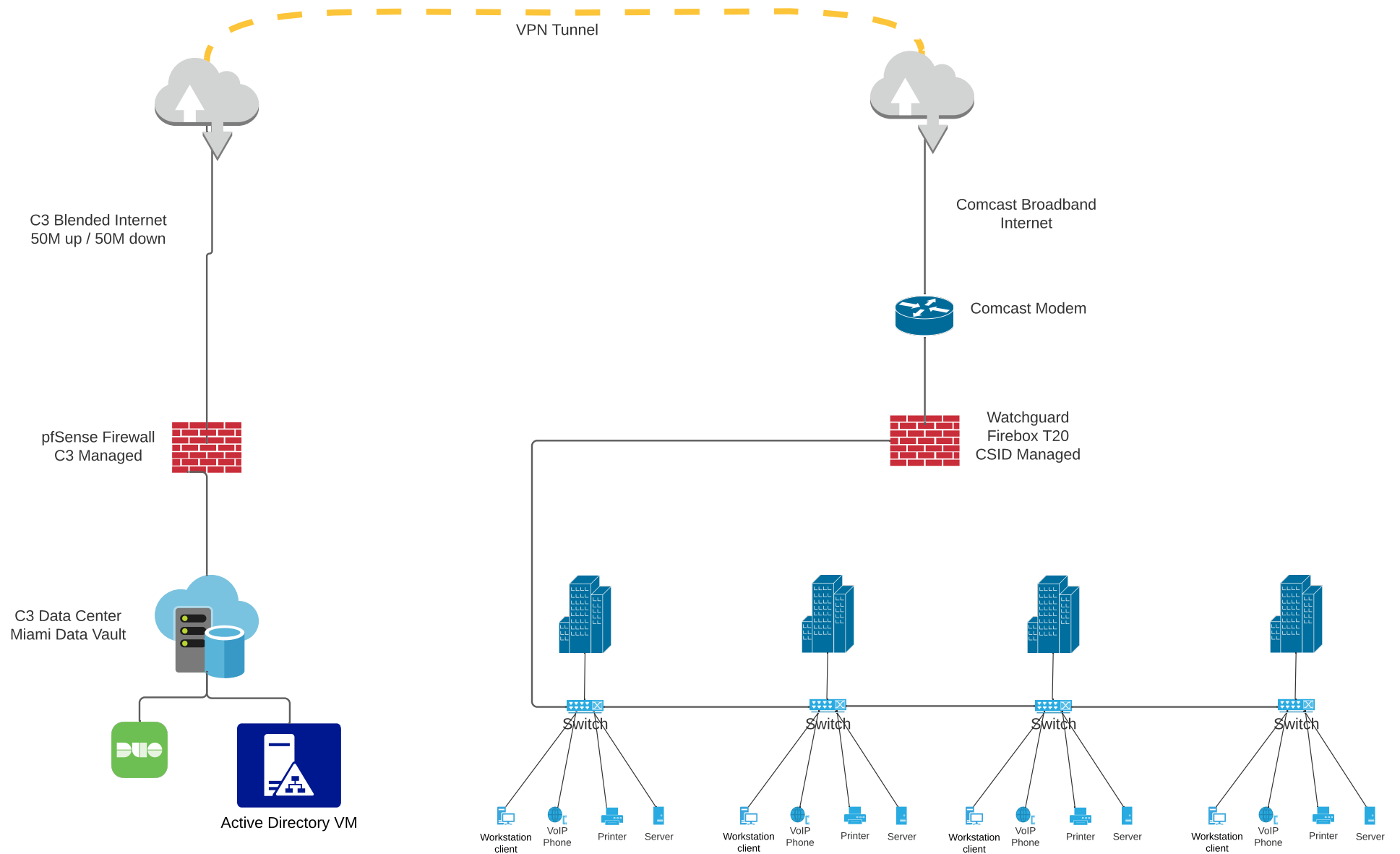
**Sandra Demarco**  
**210 N. University Drive, Suite 702 Coral Springs, FL 33071**  
**(O) 954.603.0033, Ext. 40532**  
**Email: PublicRecords@inframark.com**

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 Signature

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 Date

**DYNAMIC CONNECTIONS • IMPACTFUL SOLUTIONS**







## Proposal for Coral Springs Improvement District

Web Application Assessment

July 27th, 2021

Client Contact Name:	David Macintosh
Client Contact Title:	Manager
Company Name:	Coral Springs Improvement District
Company Address:	10300 NW 11th Manor Coral Springs, FL. 33071
Client Contact Telephone:	(954)753-0380
Client Contact Email:	davidm@csidfl.org
Number of Applications	1
Total Cost	\$7500

### Executive Summary

In business today, risk plays a critical role. Almost every business decision requires executives and managers to balance risk and reward. Effectively managing the business risks is essential to an enterprise's success. A risk adverse organization may not be able to take advantage of a fast moving opportunity, and ignoring risks may expose the company, officers and directors to regulatory, civil or criminal penalties.

Web application security assessments determine the application's risk as defined by its ability to maintain the integrity of data and business processes, uninterrupted availability of service and confidentiality of customer data. C3-Complete examines the application with an established methodology that includes manual techniques developed from significant experience in the field, custom tools to improve efficiency and accuracy of testing and open-source tools.

A C3-Complete Web Application Assessment provides valuable input when assessing risks. Applying good IT risk management will provide tangible business benefits, e.g., fewer operational surprises and failures, increased information quality, greater stakeholder confidence, reduced regulatory concerns, and ability to create innovative applications supporting new business initiatives.

### Statement of Work and Methodology

At the start of a project we consider the business threats and risks. Scoring is based on how critical the application or data handled by the application is for your business.

### Map Regulatory Compliance Requirements

C3-Complete will map data classification requirements and policies and procedures to applicable regulatory and compliance requirements such as HIPAA/HITECH/GLBA/GDPR/Sarbanes-Oxley, FISMA, FERPA, PCI or other governmental or industry regulatory compliance as designated by Client.



## External Penetration Testing

This component of the Web App Assessment will consist of remote scans and tests generated from our remote operations center to determine if known vulnerabilities can be detected in Internet-facing hosts. External penetration testing is an integral part of an overall C3-Complete Web Application Assessment, and will include:

- Automated scans with tests for:
  - Open ports and inappropriate services
  - Operating system vulnerabilities
  - Known web server vulnerabilities
  
- Manual probes, which may include:
  - Verification of vulnerabilities detected
  - Use of white hat tools

This scanning incorporates tests that address more than 8000 known vulnerabilities and weaknesses. Tests will be configured to run in a non-destructive manner in order to prevent disruption of critical services.

An interim report will be made to the client so that the client can address any security issues found.

### **Profiling the Application**

- Enumerate the Directory Structure and Files
- Identify Authentication Mechanism
- Identify Authorization Mechanism
- Identify All "Support" Files
- Identify All Include Files
- Enumerate All Forms
- Enumerate All GET Parameters
- Identify Vectors for Directory Attacks
- Identify Areas that Provide File Upload Capability
- Identify Errors
- Determine Which Pages Require SSL

### **Passive BURP Scans and Logs**

The Security Engineer, with the assistance of the client will access the web application using a local proxy that will record all clicks, URL's and forms accessed. This will ensure that no important pages or forms are missed.

### **Active Burp Scans**

Once the passive scans are performed, the Security Engineer will run an active burp scan in preparation for the final automated scans.

### **Active Qualys WAS Scans**

The final scans are performed with the QualysCloud WAS (Web application Scanner). This makes multiple passes at the web application using information provided manually, and in the previous BURP logs.

Tests are performed to identify at a minimum the top 10 Open Web Application Security Project (OWASP) vulnerabilities, including, but not limited to:

1. SQL Injection
2. Broken Authentication and Session Management
3. Cross Site Scripting (XSS)
4. Insecure Direct Object Referencing
5. Security Misconfiguration
6. Sensitive Data Exposure
7. Missing Function Level Access Control
8. Cross-Site Request Forgery (CSRF)
9. Using Components with Known Vulnerabilities
10. Unvalidated Redirects and Forwards

Web applicable tests are executed from two perspectives:

**Authenticated User:** This test is carried out from the perspective of normal user's knowledge and a set of valid user login accounts and passwords are required. The focus is on checking authentication and authorization controls and procedures, roles, and limitations such as time restrictions and potential contamination (assuming the access rights of another user, viewing and modifying data of another user).

**Administrative/Root user:** Root user has full access to administrate, add users, delete users and possibly change authentication methods. This user is tracked for access, and to prevent any malicious or destructive actions.

### **Deliverables**

C3-Complete will provide the following documentation to the Client upon completion of the Web Application Assessment in its entirety:

- Executive Summary of Report
- Detailed Report
- Supporting Files

Upon completion of the Web Application Assessment, and prior to delivery of Final Report and Executive Presentation, a Draft Report representing each component will be provided for Client review. This is an important, interactive process that provides an opportunity to review all findings and recommendations, share insights, request clarifications, and offer comments and feedback. As appropriate, flowcharts, graphics, gap analyses and other data presentation formats will be included.

After this process, the Final Report will be furnished to the Client. The Final Report will present the following information for each component of the Web Application Assessment:

*Detailed Report*

- Detailed objectives and process of review
- Technical list of vulnerabilities related to policies, standards, compliance and training, prioritized by risk level.

Supporting files will be furnished upon completion of all work, including items such as HTML scan results, text files, and spreadsheets that list additional details related to the vulnerabilities identified.

C3-Complete may provide a brief, informal update at the close of each component of the Web Application Assessment, with the objective of alerting the Client to vulnerabilities that may require immediate attention. Upon request, the Report can be presented by C3-Complete in a Client executive meeting.

**Resources Provided by Client**

The Client will provide all hardware, software, documentation, vendor contacts, and Internet access necessary for C3-Complete to complete the prescribed work. Work completion is dependent on functional hardware, software, and Internet access. As needed or requested, testing will be throttled or scheduled to minimize impact on the Client production network. Client will inform their security team and IDS/IPS or Managed Network Security vendor of the test and instruct them to 'whitelist' the IP address set C3-Complete will use. This is important since we are testing the Web Application, and not the Security Vendor or Security Team's response or effectiveness.

**Fees and Payment Terms**

<b>Service Description</b>	<b>Tests</b>	<b>Fee</b>
Web Application Assessment	1	\$7500.00

\$3750 US deposit due upon acceptance of this SOW. Balance and any pre-approved expenses are payable net 30 upon delivery of first Draft Report. Above pricing is exclusive of any pre-approved travel expenses and per diem for travel outside of Broward and Palm Beach County, Florida, which will be invoiced at cost upon completion of engagement, as applicable. See GSA per diem schedule at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). *Hotel is ESTIMATED at 50% above government GSA rates*, and per diem is a flat rate based on listed daily rate for meals and misc. Additional (optional) work and security equipment may be recommended based on the results of this project.

**Project Overrun/ Services Beyond Original Scope**

The man-days estimate for this Web Application Assessment reflects configuration data provided by the Client and our experience with similar implementations and assumes that work will be performed during normal business hours, including remote scans conducted by engineers in C3- Complete facilities.

Pricing in the Fees and Payment Terms section above is based on the number of live hosts reported by the Client as noted on page one.

Clients often elect to purchase additional engineering time, beyond original project scope, in the interest of continuity during their remediation phase, and we are delighted to assist in remediation activities on request, pending availability. The below rates also apply to mutually-agreed scope expansions, and Client-originated project delays.

<b>Remediation Assistance</b>	<b>Work-Hours</b>	<b>After-Hours</b>
Project Manager/Director	\$300/hour	\$450/hour
Senior Security Engineer	\$250/hour	\$375/hour
Security Engineer	\$150/hour	\$225/hour
Network Engineer	\$135/hour	\$200/hour

**Acceptance**

By signing below the Client and C3-Complete concur as to scope of work and other stated terms of this Web Application *Assessment*. Any changes to this Statement of Work, including those which impact original estimates and pricing, must be mutually agreed in writing.

We look forward to assisting you with this important project and to becoming a trusted partner in your information security program.

**For C3 – Complete**

**Coral Springs Improvement District**

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

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## **TENTH ORDER OF BUSINESS**

**Globaltech, Inc.**  
**CSID Engineer's Report**  
**August 16, 2021**

**PROJECTS UNDER CONTRACT**

**WA#168 – Membrane Train Flush Valve Addition / Backflow preventer elimination– On Hold pending data review**

- Approved by Board – 11/18/19
- CSID conducting additional testing under the direction of Dr. Duranceau (UCF) – results will be presented to board in April and a decision will be made as to whether to move forward with additional two trains.
- Estimated project completion date – currently unknown

**WA#182 – AWIA Risk Assessment and Emergency Response Plan - In Progress**

- Approved by Board – 10/19/20
- Submitted Executive Summary and Risk and Resilience Assessment – 6/21/21
- Submit certificate of completion to EPA – 6/21/21
- Emergency Response Plan – estimated completion 10/29/21
- Estimated project completion – 12/31/21

**WA#183 – Above Ground Fuel Storage Tanks & Dispensing System – Substantially Complete**

- Approved by Board – 11/16/20
- Tanks placed – 5/20/21
- Addressing punch list items
- Estimated substantial completion – 8/31/21

**WA#184 – HSP 7 Day Tank Replacement – Substantially Complete**

- Approved by Board – 1/25/21
- Issued subcontract to Cypress Construction Group
- Project substantially complete – 5/27/21
- Subcontractor closing out electrical permit
- Backfill trenches
- Project Closeout
- Estimated project completion – 8/31/21

**WA#187 – 500KW Emergency Generator – In Progress**

- Approved by Board – 5/17/21
- Project kick-off meeting 6/10/21
- Signed purchase order for generator – 6/10/21
- Reviewing and approving submittals prior to submitting to CSID
- Preparing preliminary electrical drawings
- Conducted utility locates – 8/09/21
- Estimated project completion – 5/22

**Globaltech, Inc.  
CSID Engineer's Report  
August 16, 2021**

**WA#188 – Atlantic Blvd. 4-inch Sleeve – In Progress**

- Approved by Board – 12/21/20
- Issued subcontracts to Murphy Pipe and Construction (MPC)
- All permitting complete – 7/02/21
- Submitted Surety Payment – 7/29/21
- Final permit issued by Broward County – 8/05/21
- Anticipated construction - week of 8/23/21
- Estimated project completion – 9/15/21

**WA#190 – Digester 1 Improvements – In Progress**

- Approved by Board – 5/17/21
- Installed rough openings – 6/08/21
- Tanks cleaned by others – 7/9/21
- Installed hatches – week of 7/12/21
- Air lines cleaned by staff – week of 7/26/21
- Ordered new diffusers – 7/27/21 (4 weeks)
- Prime & paint hatches – week of 8/5/21
- Install new diffusers – week of 7/26/21
- Estimated project completion – 8/13/21

**Work Authorizations Under Development**

WA#XX – DIW Building Electrical Service Change - under development

WA#XX – Distribution Line Valve Replacement – under development

WA#XX – HB53 Compliance – under development

WA#XX – WWTP Operating Permit Renewal and Reuse Study – under development

WA#XX – Generator Storage Building

WA#XX – PS 1 & 2 Trash Rack Bracket Replacement

## **Eleventh Order of Business**



**11A.**

*Proposed*

Notice of Meetings  
Coral Springs Improvement District

The Board of Supervisors of the Coral Springs Improvement District will hold their meetings for Fiscal Year 2022 in the District Offices, 10300 N. W. 11 Manor, Coral Springs, Florida\* at **4:00 p.m.** on the third Monday of each month unless otherwise specified below:

October 18, 2021  
November 15, 2021  
December 20, 2021  
January 24, 2022 (Fourth Monday)  
February 28, 2022 (Fourth Monday)  
March 21, 2022  
April 18, 2022  
May 16, 2022  
June 20, 2022  
July 18, 2022  
August 15, 2022  
September 19, 2022

In addition to the regular meeting schedule, one or more Supervisors may attend weekly staff meetings/workshops every Tuesday morning at 9:00 a.m. at the District Offices.\*

There may be occasions when one or more Supervisors will participate by telephone. Meetings may be continued to a date and time certain, which will be announced at the meeting. Any interested person can attend the meeting at the above location and be fully informed of the discussions taking place. A scheduled meeting may be cancelled by the BOS based on the business needs of the District.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the management firm, Inframark, at (954) 603-0033 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Kenneth Cassel  
District Manager

*\*\*Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: CSIDFL.org*