

**Coral Springs
Improvement District**

Agenda

February 28, 2022



Coral Springs Improvement District

Est. 1970

February 21, 2022

Board of Supervisors
Coral Springs Improvement District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District will be held Monday, February 28, 2022, at 4:00 p.m. at the District Offices, 10300 NW 11th 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 by dialing 1-646-838-1601, meeting ID 402247358#. Following is the advance agenda for the meeting.

1. Call to Order
2. Approval of the Minutes of the January 24, 2022 Meeting
3. Audience Comments
4. Financials for January 2022
5. Discussion and Consideration of Encroachment Agreement for 335 NW 93rd Avenue
6. Consideration of COVID-19 Vaccination Policy Change
7. Consideration of a Request by Staff to Piggybacking on Broward County School Board Contract for Fiscal Year 2020-2021 Stormwater Cleaning with Shenandoah General Construction Co., Including any Renewals (Shenandoah Construction Proposes to Provide Services for Cleaning of Any District Tanks Under Line Items 4, 26, 42, 51 and 52 of the Contract)
8. Consideration of a Request by Staff for the Purchase of a Sewer Camera for the Field Department, in the Amount of \$14,473.91, from Home Depot (In October of 2020, the Board Approved Staff Request to Piggyback Off Home Depot's Omnia Contract, which Remains in Force. The Sewer Camera Purchase will be Under the Contract Terms)
9. Consideration of Request by Staff to Approve the Proposed Agreement with Windstream for Telephone Services (This Changes the Method of Delivery from Fiberoptics as in the Present Agreement to Delivery of Services Through Cellular Communications and will not affect the Agreed Upon Rates)
10. Consideration of Request by Staff to Allow CSID to Continue Piggybacking Contract 19-10-12-VH between Aquifer Maintenance and Performance Systems (AMPS) and the City of Sunrise Florida with the February 12, 2022 to February 11, 2023 Extension of the Contract and Any Further Extensions
11. Consideration of Request by Staff to Piggyback on Arbor Tree and Land Diversified, Inc. Contract with the City of West Palm Beach Under the Master Agreement (Stormwater Maintenance and Repair) Contract 18705, Including any Contract Extensions

12. Consideration of Request by Staff to Approve the Proposals by Arbor Tree and Land Diversified, Inc. to Carry Out Repairs to the District Canal Banks at Site 7 (\$560,500) and Site 8 (\$298,500) Under Piggyback Contract 18705 with West Palm Beach, the Proposal for Site 7 Includes a Discount of \$29,500 if Both Sites are Done Concurrently
13. Consideration of Work Authorizations
 - A. Work Authorization #201 for Site 15 Bank Assessment & Design for a Total Cost of \$113,346 (Tabled Item)
 - B. Amendment to Work Authorization #188 for Atlantic Boulevard 4-inch Pipe Sleeve Installation for an Additional \$1,700
 - C. Consideration of the Cancellation of Approval Granted to Globaltech under Work Authorization #198 for Site 7 Canal Bank Stabilization Design and Site 8 Canal Bank Stabilization Design and Construction for a Total Cost of \$422,522 (Globaltech to Provide Invoice of Work Completed for Discussion and Approval)
14. Engineer's Report
15. Staff Reports
 - A. Manager – Ken Cassel
 - B. Department Reports
 - Operations – David McIntosh
 - Utilities Update – Joe Stephens
 - Utility Billing Customer Service Report – Dave Berringer
 - Water – Christian McShea
 - Wastewater – Tom Kedrierski
 - Stormwater – Shawn Frankenhauser
 - Field – Curt Dwigins
 - Maintenance Report – Pedro Vasquez
 - Human Resources – Jan Zilmer
 - Motion to Accept Department Reports
 - C. Attorney
 - Attorney General Opinion Request
16. Supervisors' Requests
17. 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,



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, January 24, 2022 at 4:06 p.m. at the District Office at 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Len Okyn	Vice President
Chuck Sierra	Secretary

Also present were:

Ken Cassel	District Manager
Terry Lewis	District Attorney
David McIntosh	Director of Operations
Joe Stephens	Director of Utilities (Via Telephone)
Marta Rubio	Director of Finance and Accounting (Via Telephone)
Jan Zilmer	Human Resources (Via Telephone)
Rick Olson	District Engineer
Shawn Frankenhauser	Stormwater Department (Via Telephone)
Curt Dwiggin	Field Department (Via Telephone)
Roger Dunbar	Water Department (Via Telephone)
Tom Kedrierski	Wastewater Department (Via Telephone)
David Berringer	Utility Billing and Customer Service
Pedro Vazquez	Maintenance Department (Via Telephone)
Marc Grace	Keefe McCullough (Via Telephone)
Glen Hanks	Glen Hanks Consulting Engineers
Jason Wilson	Pillar Consultants
Michael Gandia	Resident (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 4:06 p.m. and called the roll.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
December 20, 2021 Meeting**

There being no questions or comments,

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor, the minutes of the December 20, 2021 meeting were approved.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Acceptance of Financial Audit for Fiscal Year 2021

Mr. Grace provided an overview of the Fiscal Year 2021 financial audit.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the financial audit for Fiscal Year 2021 was accepted.

FIFTH ORDER OF BUSINESS

Financials for December 2021

Ms. Rubio reported the District has collected 92% of its assessments.

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

SIXTH ORDER OF BUSINESS

Consideration of Encroachment Agreements

A. 8542 NW 7th Street

Mr. Gandia addressed the Board about installing a chain link fence all the way to the canal. He would have a gate to allow for access.

- Mr. Frankenhauser noted City Code allows for no less than 20 feet from the waterline. Mr. Gandia’s property line is 20 feet from the water line on the east perimeter and 30 feet on the west perimeter.
- Dr. Shank stated he would only be able to encroach on the east side.
- No action was taken

B. 1188 NW 117th Avenue

Mr. Frankenhauser stated the property owner is looking to encroach five feet into the right-of-way, which is 20 feet from the waterline.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor an encroachment agreement with 1188 NW 117th Avenue, allowing the fence to encroach five feet into the District’s right-of-way, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Permits

A. Request to Extend Permits 2019-4 and 2019-4A (Logar Village)

The Board reviewed the request to extend permits 2019-4 and 2019-4A.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor extensions to permits 2019-4 and 2019-4A were approved subject to being current on all fees to CSID.

B. Permit 2021-4, SR 869/West Atlantic Boulevard

Mr. Hanks provided a review of this project and recommended approval subject to final approval by District Staff and the engineering consultant of PRB locations for West Atlantic Boulevard.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Permit 2021-4 was approved subject to the special condition.

C. Permit 2022-1, 651 N. University Drive

Mr. Hanks provided a review of the proposed Aldi project and recommended approval subject to the following special conditions:

- Demonstrate control elevation of 7.5' NAVD is provided for site or install control structure acceptable to CSID.
- Demonstrate or install PRB prior to discharge to CSID canals.
- Clean televise or inspect, repair, and certify existing SWM system.
- Agree not to occupy former office depot space without first obtaining clearance from CSID.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Permit 2022-1 was approved subject to the special conditions.

D. Permit 2022-2, 9750 W. Atlantic Boulevard

Staff reviewed and confirmed they will not cross a District drainage right-of-way or drainage easement. They recommend approval subject to bore logs being provided.

On MOTION by Mr. Okyn seconded by Sierra with all in favor Permit 2022-2 was approved subject to bore logs being provided.

E. Plat Exemptions Related to the Eagle Trace Clubhouse Project

Mr. Cassel reviewed the following:

- The Eagle Trace Clubhouse is installing a new building and modifying their parking lot.
- They submitted a SWM permit application as well as the cost recovery agreement and applicable fees/deposit.
- They are requesting a letter of no objection from the District for a plat waiver.
- Mr. Lewis drafted a plat exemption letter for the Board’s consideration.
- Mr. Hanks provided an overview of the plans submitted.
- Mr. Stephens requested plumbing plans for the ERCs.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the plat exemption request for the Eagle Trace Clubhouse was approved

EIGHTH ORDER OF BUSINESS

Consideration of a Supplemental Agreement to the Contract with Quest for Management and Operating Services for the Proposed Social Media Platforms through December 2022

Mr. McIntosh reviewed the supplemental agreement to the contract with Quest.

They would be doing full management of the District’s social media accounts for a year.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the supplemental agreement to the Quest Management contract was approved.

NINTH ORDER OF BUSINESS

Consideration of Work Authorization #201 for Site 15 Bank Assessment & Design for a Total Cost of \$113,436

Discussed ensued on the work associated under this work authorization and alternatives to address Site 15. This item was tabled.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Manager – Ken Cassel

Mr. Cassel discussed the following:

- The Florida Department of Agriculture and Consumer Services sent a letter regarding Grant #27978.
- Globaltech’s contract needs to be amended to comply with the requirements of the grant.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Amendment #3 to the Globaltech contract was approved subject to legal and administration review.

TENTH ORDER OF BUSINESS

Engineer's Report

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

- WA #168 – new valves will be delivered and modified on February 3, 2022. Some of the preliminary light bulb work will be done January 26 and 27, 2022.
- WA #182 – the Risk and Resiliency Plan was submitted to Mr. McIntosh for review last week and is under final review. They expect to close out the project this week.
- WA #187 – the preliminary electrical drawings will be submitted to the District for review this week.
- WA #195 – submittals were just received from CC Controls and they are under review. The project remains on schedule.
- WA #197 – excavation for this project is scheduled for next week.
- WA #198 – project on hold.
- WA #199 – the site survey should happen in the next couple of weeks.

ELEVENTH ORDER OF BUSINESS

Staff Reports (Continued)

A. Manager - Ken Cassel (Continued)

- Mr. Cassel provided an update on the removal of trees within the rights-of-way.
- The City is still holding on needing a survey to determine the number.
- Dr. Shank directed District Counsel to contact the State Attorney General for an opinion on whether the house bill passed in 2020 pertains to the District. He also requested District Counsel to contact the

SFWMD's attorney and find out how they address tree removal compliance.

- Mr. Lewis noted SFWMD has taken the consistent opinion they don't need to get authorization from anyone to clear their rights-of-way.

B. Department Reports

• Operations – David McIntosh

Mr. McIntosh reported the following:

- They are continuing to work with Quest. They updated the website, staff business cards, signature blocks for the emails and they are getting ready for the social media launch later this month.
- Mr. Frankenhauser and he met with the City's forester; however, the meeting was not helpful.
- He will check with ATL to what kind of contract they have with SFWMD.
- Mr. Okyn asked about the mission statement. Mr. McIntosh will provide a package of everything they have so far, including the mission statement, tomorrow.

• Utilities Update – Joe Stephens

Mr. Stephens reported the following:

- Mr. Ruskay from RMPK believes the letter received from the Florida Department of Agriculture and Consumer Services is a good sign. He thinks they will allow us to work on this project once we address their findings.
- Another closure report, still stemming from the underground tank leak, was submitted. There were no detects from any of the samplings.
- Regarding the FP&L load control, wires are being repulled from the vaults in the District's areas, all the way to the ATS's. Only one building is left. He will coordinate with FP&L to retest the system.

• 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 – Roger Dunbar**

Mr. Dunbar 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. Mr. Okyn noted they received a very nice comment regarding Mr. Frankenhauser and his team's customer service to a resident at Eagle Trace.

- **Field – Curt Dwiggin**

Mr. Dwiggin reviewed his 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 discussed the District's policy on Covid-19 pay:

- The Federal Government's Family Medical Leave ended December 31, 2020.
- The District extended it for another six months and on August 17, 2021 it was decided to mandate vaccines.
- The policy was any employees who were fully vaccinated (two shots of Moderna, Pfizer or one shot of Johnson & Johnson), and were infected with Covid-19, received an additional 80 hours of sick pay leave. This is only if an employee tests positive.
- In the last two pay periods, 10 employees were out due to Covid-19. There were several more employees who had to use personal sick time because they were exposed to Covid-19 by a family member. They must use their personal time.

Other entities are including infected family members to provide Covid-19 pay leave.

➤ Discussion ensued and staff will bring back suggestions to the Board.

• **Motion to Accept Department Reports**

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor, the Department Reports were accepted.

C. Attorney

Mr. Lewis provided a legislative update.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests

- Mr. Sierra noted Mr. Frankenhauser received a complement and thanked him for reaching out to a resident and her son about reaching out to the Fishing Club at Coral Glades High School.
- Dr. Shank requested everyone stay safe and healthy.

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.

Kenneth Cassel
Assistant Secretary

Dr. Martin Shank
President

Fourth Order of Business



CORAL SPRINGS IMPROVEMENT DISTRICT

FINANCIAL REPORTING – MEETING FEBRUARY, 2022

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

For the Period Ending January 31, 2022

	ADOPTED BUDGET FY 2021/2022	PRORATED BUDGET THRU 1/31/2022	ACTUAL 4 MONTHS ENDING 1/31/2022	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
TOTAL REVENUES	\$ 8,242,100	\$ 2,888,541	\$ 2,892,163	\$ 3,622
EXPENDITURES & RESERVES				
TOTAL EXPENDITURES	\$ 7,542,100	\$ 6,287,859	\$ 334,326	\$ 5,953,533
TOTAL RESERVES	\$ 700,000	\$ 233,333	\$ -	\$ 233,333
TOTAL EXPENDITURES & RESERVES	\$ 8,242,100	\$ 6,521,192	\$ 334,326	\$ 6,186,866
EXCESS REVENUES OVER (UNDER) EXPENDITURES & RESERVES			\$ 2,557,837	
FUND BALANCE BEGINNING (*)			\$ 10,927,544	
FUND BALANCE ENDING			\$ 13,485,381	

(*) To be adjusted as per Audit Report

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

For the Period Ending January 31, 2022

	ADOPTED BUDGET FY 2021/2022	PRORATED BUDGET THRU 1/31/2022	ACTUAL 4 MONTHS ENDING 1/31/2022	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
TOTAL REVENUES	\$ 16,729,989	\$ 4,688,523	\$ 4,928,891	\$ 240,368
EXPENDITURES				
TOTAL ADMINISTRATIVE	\$ 2,582,880	\$ 884,630	\$ 758,909	\$ 125,721
TOTAL PLANT	\$ 7,919,893	\$ 2,166,218	\$ 1,644,585	\$ 521,633
TOTAL FIELD	\$ 3,124,073	\$ 805,397	\$ 577,090	\$ 228,307
TOTAL EXPENDITURES	\$ 13,626,846	\$ 3,856,245	\$ 2,980,584	\$ 875,661
AVAILABLE FOR DEBT SERVICE			\$ 1,948,307	
Total Debt Service			\$ 940,344	
Excess Revenues (Expenses)			\$ 1,007,963	
Net Assets Beginning (*)			\$ 41,259,707	
Net Assets Ending			\$ 42,267,670	

(*) To be adjusted as per Audit Report

Fifth Order of Business

From: Shawn Frankenhauser <shawnf@csidfl.org>
Sent: Wednesday, February 16, 2022 12:03 PM
To: Demarco, Sandra <sandra.demarco@inframark.com>; Curt Dwiggin <curtd@csidfl.org>
Cc: Joe Stephens <joes@csidfl.org>; Cassel, Kenneth <ken.cassel@inframark.com>
Subject: RE: [External] Easement forms (335 NW 93 Avenue

Hi Sandra and All:

Per discussion with Ken, we can approve the current submittal from the stormwater dept. I'm not sure if you have Curt's response yet.

Regarding my other questions raised in the review of this submittal. CSID issued an approval letter in 2011 but we don't have the plans on file, the City approved a permit following our letter after rejecting the permit for not being within plans.

The City ordinance requiring 20' from edge of normal waterline was not ratified until 2014 (See attached pg.7 item# 17))

If a letter of approval was issued and not an encroachment agreement, does CSID have the authority to bring the issue current?

This link displays field conditions as of today. <https://photos.app.goo.gl/fdLMFtLzNKSqdBtB6>

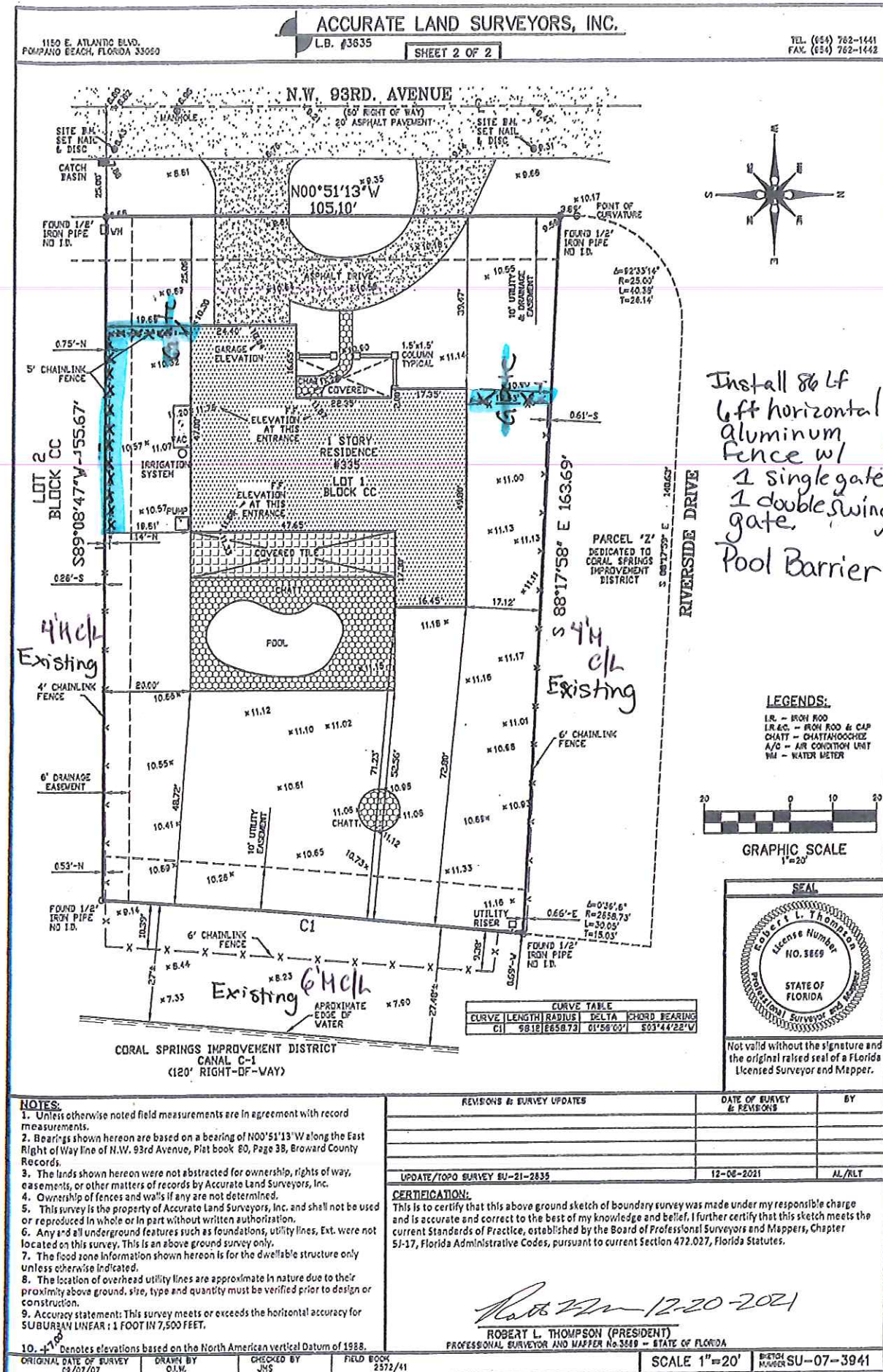
There is a fence along the north boundary that goes all the way down to the water.

There is approximately 15ft of R/W between the fence and edge of water.

The fence has a screen or curtain on it.

Numerous trees in the R/W and the R/W does not appear to be maintained.

Regards,
Shawn



Install 80 Lf
 left horizontal
 aluminum
 fence w/
 1 single gate
 1 double swing
 gate.
 Pool Barrier

4" chll
 Existing

5' 4" chll
 Existing

Existing 6" chll
 APPROXIMATE
 EDGE OF
 WATER

Sixth Order of Business

Memorandum

Date: February 1, 2022

To: All District Employees

Re: COVID-19 Vaccination Mandate Policy Change

Effective August 17, 2021 the District adopted a policy change which required the vaccination for COVID-19 as a condition of employment for new and existing employees.

The policy stated if an employee is fully vaccinated (two shots of the Pfizer or Moderna vaccines or a single Johnson & Johnson injection) and is subsequently infected with the COVID-19 virus, the employee will be entitled to an additional 80 hours of sick leave for COVID-19 related illness. This policy did not apply this benefit to an employee's "immediate" family.

Effective immediately the Districts Vaccination Mandate Policy has been amended to include the following guidelines:

- The employee may use his/her awarded 80 hours of COVID-19 pay to care for a positive "immediate" family member (employee's spouse, domestic partner and child) if the "immediate" family member has been fully vaccinated and is living in the employee's household.
- The employee must provide a copy of the "immediate" family members vaccination certificate.
- The "immediate" family member must test every three days.
- If an employee is symptomatic and is authorized to leave the workplace, he/she must provide a positive test result for COVID-19 pay to apply.
- All test results must be forwarded to the Human Resources Director.

All employees are required to present a negative test result before re-joining the workforce.

The District strongly recommends receiving all booster vaccinations when available.

The District's current mask mandate policy will remain in effect until further notice.

This policy change will remain in force through 9/30/2022.

Regards,
District Management

Seventh Order of Business



Shenandoah General Construction agrees to provide Coral Springs Improvement District the opportunity to piggyback off of their Contract #FY20-210 with the School Board of Broward County. Shenandoah agrees to use the bid line items 4,26,42,51, and 52 to facilitate the cleaning of any tanks required by CSID. Shenandoah further agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Shenandoah 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 CONTRACTORS 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**

Shenandoah Representative

CSID Representative

Title: VP

Title: _____

Name: (Print) Margaret DiMura

Name: (Print) _____

2/4/22
Date

Signature Date

Signature

Eighth Order of Business



Customer Quote

#H0284-290815

Created on Wednesday, February 2nd 2022 at 4:04pm

Store 0284 - Coral Springs

750 N University Dr
Coral Springs, FL 33071

JOSIAS

prodesk_0284@homedepot.com
(954)757-4584

JOE STEPHENS

joes@csidfl.org
(954) 753-0380

Job Description

Coral Springs Plumbing Items

Quote Total Agenda Page 25 **\$14,473.91**

Does not include tax. Other fees may apply.

Pricing and discounts valid through **Tuesday, February 8th 2022**

⚠ Due to COVID, actual supplier lead times and delivery dates may be different than shown

Item Detail

	Description	SKU	Vendor Model #	Availability	Unit Price	Quantity	Total
1.	SeeSnake® Standard, 200' (61 m) with self-leveling camera head, powered with TruSense	1005-723-328	63608	Ridgid Plumbing Tools 10 days to Store	\$9,035.45	1 EA	\$9,035.45
2.	CS12x w/Wifi 2 Batteries and 1 Charger	1005-723-328	57288	Ridgid Plumbing Tools 14 days to Store	\$5,438.46	1 EA	\$5,438.46

Stated lead times are valid only if payment is received on the quote date. Home Depot does not engage in the practice of engineering or general contracting. Home Depot does not assume selection or choice of materials for a general or specific use, for quantities or sizing of materials, for the use or installation of materials, or for compliance with any building code or standard of workmanship.



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Ninth Order of Business

Account Summary

Customer Name	CORAL SPRINGS IMPROVEMENT DISTRICT
Quote #	2391124
Windstream Enterprise Representative	Edie Harmon
Contract Term Length	36 Months
Effective Date	December 16, 2021
MMF	\$642.55

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Common Voice Features	\$0.00	\$0.00
POTS	\$816.20	\$0.00
SD WAN	\$165.00	\$0.00
Dynamic IP	\$266.30	\$0.00
Internet Service	\$95.00	\$0.00
Total*	\$1,342.50	\$0.00

The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Windstream passes on to governmental entities AND the following Windstream fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 12% applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.

Service Agreement Summary

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. Rates are subject to change on 30 days' notice via bill message on customer's invoice. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

WINDSTREAM

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This offer is voidable by Windstream if not signed and returned by 1/30/2022.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
CORAL SPRINGS IMPROVEMENT DISTRICT	\$674.70	\$0.00	\$-165.00
CORAL SPRINGS IMPROVEMENT DISTRICT	\$222.60	\$0.00	\$0.00
Coral Springs Improvement District	\$148.40	\$0.00	\$0.00
CORAL SPRINGS IMPROVEMENT DISTRICT	\$296.80	\$0.00	\$0.00

Location Detail

Location Name	CORAL SPRINGS IMPROVEMENT DISTRICT	Account Number	7100408
Location Address	10300 NW 11TH MNR , CORAL SPRINGS, FL 33071-6530		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Dynamic IP			\$210.30
Broadband Internet Access(200 Mbps/20 Mbps)	1	Included	
Call Paths - PRI/CAS	23	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
20 DID Station Numbers	5	\$2.00	\$10.00
FSLC Charge	5	\$9.20	\$46.00
Internet Service			\$95.00
Cellular Broadband Internet Access(No Streaming/No Overage)	1	Included	
POTS			
Federal Subscriber Line Charge	2	\$9.20	\$18.40
POTS Lines	2	\$65.00	\$130.00
SD WAN			\$153.00
Equipment - VMware VCE 610	1	Included	
SD-WAN Management - Concierge	1	Included	
SD-WAN Service License (100Mbps)	1	Included	
IP Addresses Block of 4 Charge	1	\$12.00	\$12.00
		Total	\$674.70

Other Charges and Credits

Product	Qty.	Unit Price	Total Price
Promotional Monthly Credit			
SD-WAN Free Months Loyalty Promotion - 3 Months	1	\$-165.00	\$-165.00
		Total	\$-165.00

Location Detail

Location Name	CORAL SPRINGS IMPROVEMENT DISTRICT	Account Number	7033935
Location Address	10300 NW 11TH MNR , CORAL SPRINGS, FL 33071-6530		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
POTS			
Federal Subscriber Line Charge	3	\$9.20	\$27.60
POTS Lines	3	\$65.00	\$195.00
		Total	\$222.60

Location Detail

Location Name	Coral Springs Improvement District	Account Number	7150133
Location Address	10300 NW 11TH MNR , CORAL SPRINGS, FL 33071-6530		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
POTS			
Federal Subscriber Line Charge	2	\$9.20	\$18.40
POTS Lines	2	\$65.00	\$130.00
		Total	\$148.40

Location Detail

Location Name	CORAL SPRINGS IMPROVEMENT DISTRICT	Account Number	7056149
Location Address	10300 NW 11TH MNR , Coral Springs, FL 33071		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
POTS			
Federal Subscriber Line Charge	4	\$9.20	\$36.80
POTS Lines	4	\$65.00	\$260.00
		Total	\$296.80

Usage Rates

Product and Usage Rates

Package Name	Usage Type	Rate	Initial Increment	Additional Increment	Precision
--------------	------------	------	-------------------	----------------------	-----------

Usage Rates**

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section. Additional charges apply for all voice features, router maintenance, CPE maintenance and directory listings. Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current retail rate. Customers participating in an Equipment for Services Lease Program will be billed program rates. Precision - each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

APPLICATION FOR CREDIT

Representative: Edie Harmon

Representative Phone: _____

CUSTOMER INFORMATION			
Customer Name: <u>CORAL SPRINGS IMPROVEMENT DISTRICT</u>	Tax Exempt Status: _____		
Federal Tax ID or SS Number: _____	EMR: _____		
Notice Address: _____	Years in Operation: _____		
City: _____	Number Of Employees: _____		
State: _____	Zip: _____		
Business Structure: _____			
Nature of Business: _____			

PARENT COMPANY (if Applicable)			
Company Name: _____			
Address: _____			
City: _____	State: _____	Zip: _____	

CUSTOMER CONTACT INFORMATION			
Contact Name: _____	AP Contact Name: _____		
Contact Phone: _____	AP Contact Phone: _____		
Contact Fax: _____	AP Contact Fax: _____		
Contact Email: _____	AP Contact Email: _____		
Principal/Partner/Officer Full Name: Contact Name: _____			
Title: _____			

BANK REFERENCE			
Bank Name: _____			
Address: _____	Bank Contact Name: _____		
City: _____	Bank Contact Phone: _____		
State: _____	Bank Contact Fax: _____		
Zip: _____	Account Number: _____		

TRADE REFERENCES					
	<u>Vendor</u>	<u>Account Number</u>	<u>Phone</u>	<u>Fax</u>	<u>Contact</u>
1.	_____	_____	_____	_____	_____
Address: _____					
2.	_____	_____	_____	_____	_____
Address: _____					
3.	_____	_____	_____	_____	_____
Address: _____					
Current Local Telco: _____			Current I.D. Carrier: _____		

<u>Authorization</u>	<u>Accepted By Customer</u>
<div style="border: 1px solid black; padding: 5px;"> I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provides is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates, to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the Customer applying for credit has the financial ability and willingness to pay for all invoices with established terms. </div>	Signature: _____ Printed Name: _____ Title: _____ Date: _____

Letter of Agency

Contact Name:	Company Name: CORAL SPRINGS IMPROVEMENT DISTRICT
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications (“Windstream”) and its operating affiliates* listed on Exhibit A to change my Company’s provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company’s current telecommunications carrier(s) to Windstream.

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

**Company
Signature:**

_____ Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, “WIN”) are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to power failure or Internet connection failure:

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647).** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

To Report a Change to Your Service Location:

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers – Contact your Account Manager directly or use 1-866- 791-6277.

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Printed Name	207838468
Signature	Account Number
	Date

FREE MONTHS LOYALTY PROMOTION ADDENDUM

This Promotional Addendum is entered between Customer identified below (“Customer”) and Windstream and its affiliates (“WIN”), and amends the Windstream Service Agreement and applicable Product-Specific Terms and Conditions – (collectively, the “Agreement”) entered between WIN and Customer (the “Parties”) for Proposal Number 2391124.

The Agreement shall be deemed amended as follows:

WHEREAS, WIN and Customer have entered into that certain Agreement on the date hereof for the provision of certain telecommunication and/or data services to Customer (“Services”); and NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, WIN and Customer agree as follows:

FREE MONTH PROMOTION

To thank you for your loyalty, WIN will provide a Free Month Loyalty Promotion based upon the eligible services as selected and outlined below:

Select all eligible services purchased:

OfficeSuite UC*

SD-WAN

Security Services (DDoS mitigation, DDoS assurance, Managed Network Security, and/or Secure Remote Access)

- A Credit for (1) Month’s Monthly Recurring Charges (“MRCs”) to be applied during month four (4) for a one (1) year term,
OR

- A Credit for Two (2) Months’ MRCs to be applied during months four (4) and thirteen (13) for a (2) year term
OR

- A Credit for Three (3) Months’ MRCs to be applied during months four (4), thirteen (13) and twenty five (25) for a three (3) year term.

OR

- A Credit for Four (4) Months’ MRCs to be applied during months four (4), thirteen (13), twenty five (25) and thirty seven (37) for a four (4) year term.

OR

- A Credit for Five (5) Months’ MRCs to be applied during months four (4), thirteen (13), twenty five (25), thirty seven (37) and forty nine (49) for a five (5) year term.

In the event Customer terminates the Agreement prior to the end of the Term, Customer will be responsible for refund of the Promotional credit issued, as well as any other fees that may apply.

The Credit(s) will be based on the billed MRC for the eligible services during the month that the free month is applied.

ELIGIBILITY REQUIREMENTS

Additional Terms:

- Eligible Services must be installed and accepted by Customer within six (6) months of execution of the Agreement.
- Credit amount includes all MRC components on quote/order.
- Credit amount excludes any Non-Recurring Charge (“NRC”) components on quote/order.
- Credits exclude access services
- Credits and MRCs exclude applicable taxes, surcharges, fees and assessments as well as charges for usage.

The Agreement noted above and this Addendum constitutes the Parties’ entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

<p>CORAL SPRINGS IMPROVEMENT DISTRICT (Customer)</p>	<p>WINDSTREAM and its affiliates (Windstream)</p>
SIGNATURE:	SIGNATURE:
AUTHORIZED REP. (PRINTED NAME):	AUTHORIZED REP. (PRINTED NAME):
TITLE:	TITLE:
DATE:	DATE:

TENTH ORDER OF BUSINESS

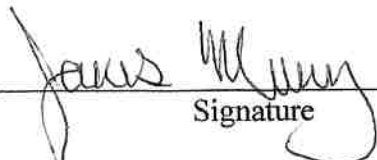


AMPS, Inc. agrees to provide Coral Springs Improvement District the opportunity to provide wellfield maintenance according to the terms and conditions set forth in the City of Sunrise Contract # 19-10-12-VH20017-04. AMPS, Inc. further agrees that will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further, AMPS Inc. agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

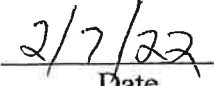
The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, 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 CONTRACTORS 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**



Signature



Date

FOR YOUR TOTAL PUMP AND WELL FIELD NEEDS

FINANCE & ADMINISTRATIVE SERVICES DEPARTMENT
 Purchasing Division
 Phone: 954-572-2274
 Fax: 954-578-4809



September 10, 2021

Sent Via Email: ampsjlp@gmail.com

Aquifer Maintenance and Performance Systems, Inc. (AMPS)
 Attn: James Murray, President
 3679 SW St. Lucie Shores
 Palm City, FL 34990
 Vendor No. 333

Subject: First Renewal – Bid No.19-10-12-VH – Annual Wellfield Maintenance
 Munis Contract No. 2019000140; Resolution No: 19-21

Dear Mr. Murray,

The above referenced Contract shall expire on February 11, 2022. Pursuant to the terms and conditions of the Bid, paragraph 4.4, the City reserves the right to renew the Contract for two additional one (1) year periods providing all terms and conditions remain the same. The City wishes to exercise the first renewal option period from February 12, 2022 to February 11, 2023.

The prices shall be firm in accordance with your bid:

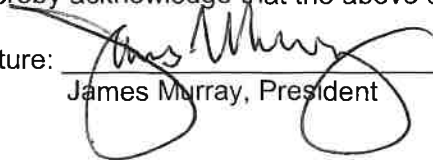
Description	Unit Cost
Monthly Monitoring / Testing of Wells, as specified herein	\$250.00 (<i>cost of EACH well per MONTH</i>)
Complete Well Rehabilitation, as specified herein	\$8100.00 /ea
Chemical Treatments, as specified herein	\$375.00 /ea
Calibration of Well Flow Meters	\$395.00 /ea
Non-Emergency Response (per hour) – See Sections G & H in Specifications	\$135.00 /hr
Emergency Response (per hour) - See Sections G & H in Specifications	\$175.00 /hr

Please sign, date and return this acknowledgement along with a **current certificate of insurance** and email to hraphaelson@sunrisefl.gov or fax to number 954-578-4809.

Best Regards,

Holly Raphaelson, MBA, C.P.M., CPPO, CPSM, NIGP-CPP
 Contracts Administrator

We hereby acknowledge that the above contract is renewed for one year

Signature: 
 James Murray, President

Date: 9-24-21

Eleventh Order of Business



DISASTER RESPONSE & RECOVERY | DEBRIS MANAGEMENT & HANDLING | GENERAL CONTRACTING SERVICES | CGC #1525226

Arbor Tree & Land Diversified Inc. agrees to provide Coral Springs Improvement District with the services listed within the Scope of Work in Contract No. 18705 City of West Palm Beach Master Service Agreement (Stormwater canal Maintenance and Repair). Arbor Tree & Land Diversified Inc. agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Florida Arbor Tree & Land Diversified Inc. agrees that it is their 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 CONTRACTORS 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**

ATL Diversified Representative

CSID Representative

Title: President

Title: _____

Name: (Print) William Hodges

Name: (Print) _____

[Signature] _____
Signature Date 2/17/22

Signature Date

Twelfth Order of Business



DISASTER RESPONSE & RECOVERY | DEBRIS MANAGEMENT & HANDLING | GENERAL CONTRACTING SERVICES | CGC #1525226

Date: January 24, 2022

Proposal:

Contract: Storm Water Canal Maintenance and Repair (Annual)

To: Shawn Frankenhauser
10300 NW 11th Manor
Coral Springs, FL 33071

Project: Canal Bank Restoration (Site 7)

Description: Repairs of broken off canal bank and undermined shoreline. Repairs will consist of excavating the shoreline to remove broken off and undermined areas from floating barge for 420LF. Excavated material will be used as a base for new construction of RipRap, Geo-fabric, topsoil and sod. All material will be transported by barge for installation and removal.

Final construction elevations will transition into existing property elevations. All areas of construction will be graded and sodded with St. Augustine Sod.

It is anticipated to have around a 7' top of bank, slightly pitched towards the canal for drainage which would then transition to a 2:1 slope down to the toe of slope. This will leave room for district ROW access along with a safe slope for the neighborhood and current property owner for lawn maintenance while still keeping the toe in a location away from the pipe flow. The constructed 2:1 slope will be exposed riprap underwater then transition to topsoil/sod above the waterline. We will be importing the riprap from a local quarry and from our personal stockpile. Once the base of the bank is established with the existing material and riprap, the slope and TOB can be adjusted if needed to the district's desire. We understand that it has to be functional and to the Districts approval. Our proposal includes this guarantee. Once all work is satisfactory, the homeowners Irrigation system will be reinstalled and tested for acceptance.

Tree cluster on East Bank, 180Lf North of headwall will be removed and disposed of.

ATL will use the North side of road as a staging/material storage/loading area.

Final Asbuilt Survey Included

Project Duration: 50 days

Price: \$590,000

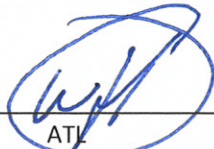
If this project is completed concurrently with 1591 repairs, ATL will give a \$29,500 discount)

Project price if completed concurrently: \$560,500

Project done turnkey, one-time mobilization.

Proposal good for 60 days

Coral Springs Improvement District


ATL

Contract Pricing

Item	Unit	Quantity	Unit Price	Total
Mobile Barge	HR	375	\$ 250.00	\$ 93,750.00
Mobile Barge	HR	375	\$ 250.00	\$ 93,750.00
Excavator with Thumb	HR	450	\$ 175.00	\$ 78,750.00
Front end loader/grader	HR	450	\$ 150.00	\$ 67,500.00
Equipment Opertator	HR	450	\$ 55.00	\$ 24,750.00
Equipment Opertator	HR	450	\$ 55.00	\$ 24,750.00
Crew Member	HR	450	\$ 40.00	\$ 18,000.00
Crew Member	HR	450	\$ 40.00	\$ 18,000.00
Supervisor	HR	450	\$ 65.00	\$ 29,250.00
Dump Truck	HR	275	\$ 90.00	\$ 24,750.00
Dump Truck	HR	275	\$ 90.00	\$ 24,750.00
SOD	SQFT	5500	\$ 2.00	\$ 11,000.00
Riprap	TN	1350	\$ 45.00	\$ 60,750.00
Fabric	Ea	9	\$ 750.00	\$ 6,750.00
Final Survey	LS	1	\$ 13,500.00	\$ 13,500.00
				\$ -
			Total	\$ 590,000.00



DISASTER RESPONSE & RECOVERY | DEBRIS MANAGEMENT & HANDLING | GENERAL CONTRACTING SERVICES | CGC #1525226

Date: January 24, 2022

Proposal:

Contract: Storm Water Canal Maintenance and Repair (Annual)

To: Shawn Frankenhauser
10300 NW 11th Manor
Coral Springs, FL 33071

Project: Canal Bank Restoration (Site 8): 1591 NW 100 Dr, Coral Springs, FL)

Description: Repairs of broken off canal bank and undermined shoreline. Repairs will consist of excavating the shoreline to remove broken off and undermined areas from floating barge. Excavated material will be used as a base for new construction of RipRap, Geo-fabric, topsoil, and sod. All material will be transported by barge for installation and removal.

Final construction elevations will transition into existing property elevations. All areas of construction will be graded and sodded with St. Augustine Sod.

It is anticipated to have around a 7' top of bank, slightly pitched towards the canal for drainage which would then transition to a 2:1 slope down to the toe of slope. This will leave room for district ROW access along with a safe slope for the neighborhood and current property owner for lawn maintenance while still keeping the toe in a location away from the pipe flow. The constructed 2:1 slope will be exposed riprap underwater then transition to topsoil/sod above the waterline. We will be importing the riprap from a local quarry and from our personal stockpile. Once the base of the bank is established with the existing material and riprap, the slope and TOB can be adjusted if needed to the district's desire. We understand that it must be functional and to the district's approval. Our proposal includes this guarantee. Once all work is satisfactory, the homeowners Irrigation system will be reinstalled and tested for acceptance.

Tree cluster on East Bank, 180Lf North of headwall will be removed and disposed of.

ATL will use the North side of road as a staging/material storage/loading area.
Final Asbuilt Survey Included

Project Duration: 30 days

East Bank: \$185,500

Alternate 1: (South Side, North side of canal, starting at headwall going 40' east): **\$28,000**

Alternate 2: (South side, North side of canal, starting 40' east from headwall going 85' east): **\$85,000**

Alternate 3: (2 palm removal): **\$650** (Included in Alternate 2)

Total Price: \$298,500

*Project done turnkey, one-time mobilization.
Proposal good for 60 days*

Coral Springs Improvement District


ATL

Contract Pricing

Item	Unit	Quantity	Unit Price	Total
Mobile Barge	HR	180	\$ 250.00	\$ 45,000.00
Mobile Barge	HR	180	\$ 250.00	\$ 45,000.00
Excavator with Thumb	HR	240	\$ 175.00	\$ 42,000.00
Front end loader/grader	HR	125	\$ 150.00	\$ 18,750.00
Equipment Opertator	HR	240	\$ 55.00	\$ 13,200.00
Equipment Opertator	HR	150	\$ 55.00	\$ 8,250.00
Crew Member	HR	240	\$ 40.00	\$ 9,600.00
Crew Member	HR	240	\$ 40.00	\$ 9,600.00
Supervisor	HR	240	\$ 65.00	\$ 15,600.00
Dump Truck	HR	200	\$ 90.00	\$ 18,000.00
Dump Truck	HR	200	\$ 90.00	\$ 18,000.00
SOD	SQFT	3000	\$ 2.00	\$ 6,000.00
Riprap	TN	750	\$ 45.00	\$ 33,750.00
Fabric	Ea	5	\$ 750.00	\$ 3,750.00
Final Survey	LS	1	\$ 12,000.00	\$ 12,000.00
				\$ -
			Total	\$ 298,500.00

Thirteenth Order of Business

13A.

WORK AUTHORIZATION

CSID WA # 201

Globaltech No. 151364

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires engineering consulting services related to the Site 15 - Canal Bank Assessment and Design, hereinafter referred to as the "Specific Project".

Section 1 – Terms

The FIRM shall be defined as an individual, corporation or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Work Authorization with the OWNER.

Section 2 – Scope of Work

The FIRM will provide the following services in accordance with the AGREEMENT:

OWNER has identified a specific area (Site 15) where canal bank erosion and deterioration has become a concern. In this area, erosion has occurred to such an extent, that the water's surface has encroached onto private property and/or insufficient right-of-way is left for OWNER to maintain the canal. The OWNER has requested that the FIRM prepare an assessment of the subject properties that will include an investigation of the affected

canal banks, a design to remediate the problematic conditions, and preparation of an approximate cost to complete the proposed remediation. For this project, the assessment and design have been combined so that a more accurate construction cost estimate can be prepared. If at the end of the assessment phase, it is deemed that remediation is not needed, FIRM will not prepare the design and will return unspent funding. In its current form, the project will be accomplished by executing the following seven tasks:

Task 1 – Project Management and Coordination

FIRM will attend up one (1) meeting with OWNER to obtain available data and to coordinate applicable project issues and goals. FIRM will obtain aerial photographs and property appraiser data from Broward County to develop project specific base maps.

FIRM will conduct a field reconnaissance assessment of the subject site identified by OWNER from the canal bank and from the water with the assistance of OWNER. After the site visit, field data will be cataloged and documented along with site photographs.

Task 2 – Canal Surveying and Mapping

FIRM will prepare a scope of work and subcontract with Avirom and Associates Surveyors, Inc. (Avirom). FIRM will coordinate work with Avirom, the OWNER and the individual property owners to ensure that the required, requested survey data is obtained. Subcontractor will identify and stake the rear property line for the 32 properties, prepare cross-sections at each property lines and at the mid-property locations (approximately 35-foot intervals). Cross sections will collect vertical elevations at 5-foot intervals from 15-feet within the private property to the water's surface. All elevations will be referenced to NGVD 1929 vertical datum. FIRM will use survey data to prepare cross sectional designs for right-of-way remediation and plan drawings. In addition,

subcontractor will locate and plot the locations of landscaping and structures located within the CSID Canal Right-of-Way.

Task 3 – Subsurface Exploration

FIRM will prepare a scope of work for a geotechnical engineering / testing firm to conduct a subsurface investigation at the subject site. FIRM will subcontract with a geotechnical engineering / testing firm and will coordinate work between OWNER, subcontractor and adjacent home owners. Subcontractor will review existing subsurface data, cross sections and dive team data related to site determine site conditions and influence of erosion and roots on canal bank. Subcontractor will perform hand penetrometer assessment to reveal the locations of voids, subsidence, extensive voids and root matts from the surrounding trees.

Task 4 – Canal Bank Dive Inspection

FIRM will prepare a scope of work to conduct an underwater dive inspection of the entire canal bank. FIRM will subcontract with Industrial Divers Corporation (IDC) and will coordinate work between OWNER, IDC and adjacent home owners. A three-person dive team will inspect the submerged shoreline and canal bank from water line to the mid-point of the canal (approximately 25 feet). Cross sections will be extensions of those prepared by the land surveyor and extend from the water's edge to the mid-point of the canal. Canal depths will be collected along each cross-section at 5-foot intervals. Each cross-section will include the depth of the toe and the horizontal distance of the toe of the slope from the water line which will provide the submerged slope. Any overhanging limestone ledges will be measured for horizontal extend, the depth of the undermining measured with a grade rod and the location of the center of the greatest extent of undermining delineated with an additional cross-section location. FIRM will review collected data and will ensure that the required, requested data is gathered. FIRM will compile information provided by IDC and will use this

information to prepare sketches of the observations for **Report of Findings** (Task 5).

Task 5 – Site 9 – Report of Findings

Firm will use the information collected in Tasks 1 – 4 to prepare a Draft – Site 15 Report of Findings. The report will present the following information:

- Executive Summary
- Summary of collected data (available data, field assessment, planning level survey, geotechnical investigation, and diving inspection)
- Documentation of existing conditions of the canal bank at Site 15
- Categorization of the level of canal bank stability in terms of canal slope conditions and need for stabilization
- Proposed method of canal stabilization in areas that require remedial action

Following review by the OWNER, FIRM will request a meeting with OWNER to review the findings of the assessment and the need to move forward with remediation design. Three copies of the FINAL Report will be submitted that incorporates the OWNER's comments and locations requiring bank reconstruction. FIRM will then summarize the results of the **Report of Findings** in a presentation to the Board.

Task 6 – Canal Bank Stabilization Engineering and Design

Based on the information collected during the first four tasks, FIRM will prepare construction plans with details and specification notes to implement canal bank stabilization at Site 15. The construction plans will be executed to a level necessary to complete work (sufficient to be executed by the FIRM) and will include the following sheets (27 total sheets):

- Cover Sheet (1 sheet)
- General Notes and Legend (1 sheet)
- Typical Section Sheets (1 sheets)
- Plan Sheets (6 sheets)
- Cross Section Sheets (16 sheets)
- Detail Sheets (1 sheets)
- Pollution Prevention Plan Sheets (1 sheets)

FIRM will develop supplemental specifications to clarify the work activities and sequence of work. Specifications will be incorporated on the construction plans.

FIRM will develop and submit three (3) sets of construction contract documents (plans, notes and clarifications) for review and comment by CSID at the draft and final-complete milestones.

Task 7 – Construction Cost Estimate

Civil-CAD 3D will be used to prepare the proposed canal bank profiles. The program generates quantities of material required to be excavated and placed. With this information, Globaltech will work with a subcontractor (MEC) to prepare a cost estimate for the restoration of Site 15. The cost estimate will be developed to fully execute the work and will include project management, community outreach, construction oversight, construction implementation, and closeout services.

Assumptions

Assumptions for the project are as follows:

- FIRM will coordinate assessment work with adjacent property owners.
- Utility location will be included in the base survey. Future contractor will need to verify utility locations with location service prior to commencing work.

- Permit applications for implementing the proposed improvements are not part of this work authorization.
- Following the data assessment and during the report review meeting, it will be decided by OWNER and FIRM if canal bank remediation is necessary. In the event that remediation is not required, FIRM will eliminate Task 6 (Engineering & Design) and will return unused funding (\$27,096) in a contract addendum.
- An alternatives evaluation will be performed to only include remediation methods suitable for this location (rip-rap, geotechnical membrane, shore reshaping with a protective barrier) and will not include the entire universe of remedial techniques.
- Cost of vegetation removal will not be included in project cost estimate.

Section 3 – Location

The services to be performed by the FIRM shall be at Site 15 along Canal L-202 and include the following thirty-two (32) properties:

- **SW 1st Street** (12493, 12485, 12477, 12469, 12461, 12453, 12449, 12437, 12429, 12421, 12413, 12397, 12389, 12381, 12373, 12365, 12357, 12349, 12341, 12333, 12325, 12317, 12309, 12301, 12293, 12285)
- **NW 1st Street** (12233, 12211, 12199, 12177, 12155, 12133)

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Draft and Final – Site 15– Report of Findings
- Presentation of Findings to Board of Directors
- Draft and Final – Site 15 Canal Bank Remediation Design

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Subtask Completion
Notice to Proceed (NTP)	0 Days
Data gathering	8 weeks after NTP
Draft Report	12 weeks after NTP
Final Report	14 weeks after NTP
Presentation to Board	14 weeks after NTP
Draft Design	18 weeks after NTP
Final Design	20 weeks after NTP

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida’s Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
2. Total job price: **\$113,436**. No allowance is included in the proposed fee.
3. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope of services. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
4. A Budget Summary for the above LS is provided in Attachment A.

Section 7 – Application for Progress Payment

1. Unless otherwise prescribed by law, at the end of each month, the FIRM shall submit to the OWNER for review, an Application for Progress Payment filled out and signed by the FIRM covering the Work completed as of the

date of the Application and accompanied by such supporting documentation as is required by the AGREEMENT.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM not specified herein. The FIRM shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

8.1 The OWNER hereby designates Shawn Frankenhauser as the OWNER's representative.

8.2 In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:

- Provide copies of existing drawings and equipment cut sheets if requested by FIRM
- Pay for any required permit fees

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates Rick Olson, P.E. as the FIRM's representative.

Section 9 – Insurance

The FIRM shall provide certificate of insurance to the OWNER setting forth the type and amount of insurance carried by the FIRM and conforming to the minimum requirements set forth in the AGREEMENT.

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is

not maintained at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

The Firm shall indemnify and hold harmless the Owner and its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of ten (10) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank
Printed Name of President

Date

Approved as to form and legality

District Counsel

State of Florida
County of Palm Beach

ENGINEER

The foregoing instrument was acknowledged before me on this

Globaltech, Inc.
Company

 day of , 2022 by

Signature

who is personally known to me OR produced _____ as identification.

David A. Schuman, P.E., Vice President
Name and Title (typed or printed)

Signature of Notary

January 24, 2022
Date

Attachment A

Budget Summary

ATTACHMENT A

WA#201 - Site 15 Canal Bank Assessment and Stabilization Design

Engineering and Design Budget Summary

Task	Task Description	Officer	E6	E4	E2	CADD	Adm 3	Adm 1	Total Labor	*Sub-Consultant Services	Sub-Consultants
		\$210.00	\$180.00	\$155.00	\$108.00	\$108.00	\$77.00	\$52.00			
1	Project Engineering & Coordination										
	Project Management		16		4		4	6			
	Subconsultant Agreements / Coordination		4					2		0	
										0	
	Subtotal Task 1	0	20	0	4	0	4	8	\$ 4,756	0	
2 - 5	Site Assessment / Report of Findings										
	Subcontractor Management/Coordination		8				4	6			
	Coordination with Homeowners		16		16						
	Geotechnical Investigation		8					2		12,000	NET
	Canal Surveying and Mapping		12		6			2		18,500	Avirom
	Canal Dive Inspection		6		12			2		19,000	IDC
	Data Review		6							0	
	Report of Findings		16		8			8			
	Presentation to Board		4			2		2			
	Subtotal Task 2	0	76	0	42	2	4	22	\$ 19,884	49,500	
6	Engineering and Design										
	Design Concept and Slope Stability Analysis		24			4		2		0	
	Design Preparation		40		24	92					
	Cleint Review Meeting		4					2		0	
	Design Modificaitons		4			8		2			
	Subtotal Task 3	0	72	0	24	104	0	6	\$ 27,096	0	
7	Construction Cost Estimate										
	Construcion Cost Estimate		16		4		0	4		2,000	MEC
	Subtotal Task 4	0	16	0	4	0	0	4	\$ 3,520	2,000	
	Labor Subtotal Hours	0	184	0	74	106	8	40			
	Labor Subtotal	\$0	\$33,120	\$0	\$7,992	\$11,448	\$616	\$2,080			
	Labor Total								\$ 55,256		
	Subconsultant Labor Total									51,500	
	Subconsultant Multiplier									1.12	
	Subcontract Total									57,680	
	Field Materials									\$ 500	
	TOTAL									\$ 113,436	

MEC - Metro Equipment Corp.
 AA - Avirom and Associates
 IDC - Industrial Dive Corporation
 NET - Nutting Engineering and Testing

13B.

AMENDMENT 1 TO
WORK AUTHORIZATION 188
Globaltech No. 151286

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Atlantic Boulevard 4-inch Pipe Sleeve Installation hereinafter referred to as the "Specific Project."

Section 1 – Terms

NO CHANGE.

Section 2 – Scope of Work

During the closeout of the construction permit issued by Broward County, FIRM was advised that a pavement penetration made during the utility location phase of the project needed to be restored using a hot asphalt patch. This level of restoration was not included in the original project scope.

FIRM's subcontractor will obtain a right-of-way and maintenance traffic permit from Broward County to conduct the required repair. The northern-most west-bound lane will be closed, the existing asphalt will be saw cut, and a hot asphalt patch will be applied. Broward County will re-inspect the work and issue the permit closeout following the repair.

Amendment 1 is requesting additional funding of **\$1,700.00** to perform out-of-scope services.

Section 3 – Location

NO CHANGE.

Section 4 – Deliverables

NO CHANGE.

Section 5 – Time of Performance

NO CHANGE.

Section 6 – Method and Amount of Compensation

This Amendment No. 1 to Work Authorization 188 increases the \$44,461.00 contract value by \$1,700.00 to a new final contract amount of \$46,161.00.

Original Contract	\$44,461.00
Change Order 1	\$1,700.00
Total	\$46,161.00

Section 7 – Application for Progress Payment

NO CHANGE.

Section 8 – Responsibilities

NO CHANGE.

Section 9 – Insurance

NO CHANGE.

Section 10 – Level of Service

NO CHANGE.

Section 11 – Indemnification

NO CHANGE.

IN WITNESS WHEREOF, this Work Authorization, consisting of Three (3) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and, in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank
Printed Name of President

Date
Approved as to form and legality

District Counsel

ENGINEER

State of Florida
County of Palm Beach

Globaltech, Inc.
Company

The foregoing instrument was
acknowledged before me on this

28th day of February 2022 by
David A. Schuman
who is personally known to me OR
produced _____
as identification.

Signature
David A. Schuman, P.E., Vice President of Engineering
Name and Title (typed or printed)
February 28, 2022
Date

Signature of Notary

Fourteenth Order of Business

Globaltech, Inc.
CSID Engineer's Report
February 28, 2022

PROJECTS UNDER CONTRACT

WA#168 – Membrane Train Flush Valve Addition / Backflow preventer elimination– In Progress

- Approved by Board – 11/18/19
- Amendment to complete Trains 1 & 3 approved by Board – 10/18/21
- Material delivered on site end of December
- Walkthrough and material verification conducted 1/12/22 revealing incorrect valve
- Installed conduit for Trains 1 & 3
- Installed piping, valve & actuator for Train 1
- Train 3 piping modified and delivered back to site 2/21
- Piping, valve and actuator scheduled to be installed 2/24
- Scheduled software modifications – scheduled for week of 3/01
- Estimated project completion – 3/11/22

WA#182 – AWIA Risk Assessment and Emergency Response Plan - Complete

- Approved by Board – 10/19/20
- Submitted Executive Summary and Risk and Resilience Assessment – 6/21/21
- Submit certificate of completion to EPA for RRA – 6/21/21
- Submitted certificate of completion to EPA for ERP – 12/10/21
- Final Risk & Resiliency Response Plan under review by CSID Staff – completed 1/28
- Producing final reports – delivered to CSID -2/25/22
- Project closeout

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

- Approved by Board – 11/16/20
- Pump replaced on unleaded fuel tank 12/06/21
- Recalibrated fuel dispenser
- Cypress Construction replaced impeller
- Manufacturer's representative on site to assess vibration, noise, and impeller wear
- Cypress Construction to implement changes proposed by pump manufacturer
- Globaltech ordered emergency stop button. CSID to install.
- Project should be complete in March

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

- Approved by Board – 1/25/21
- Project substantially complete – 5/27/21
- Cypress Construction and Globaltech met with Broward County electrical inspector
- Waiting to close out permit with Broward County
- Project should be complete in March 2022

February 28, 2022

ACTIVE PROJECTS (Cont.)

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
- Received revised submittals – scheduling a review meeting with staff – 10/13/21
- Released generator for production
- Submitted preliminary electrical drawings and proposed layout to CSID
- Estimated project completion – October 2022

WA#188 – Atlantic Blvd. 4-inch Sleeve – Substantially Complete

- Approved by Board – 12/21/20
- Sleeve installed 10/05/21
- Preparing bore log, record drawings, permit close-out
- Completed re-pavement of soft dig locations
- Re-pavement to be inspected by Broward County week of 2/23/22
- Estimated project completion – 3/04/22

WA#192 – Canal Right-of-Way Tree Inventory – On Hold

- Approved by Board – 9/20/21
- Waiting on direction from CSID
- Estimated completion – 20 weeks from notice to begin work

WA#193 – WWTP Operating Permit Renewal and Reuse Study – Substantially Complete

- Approved by Board – 9/20/21
- Met with staff to conduct facility audit
- Draft to be submitted to DEP on 12/17/21
- Received minor comments from DEP – 1/11/22
- Responded to comments from DEP - 1/24/22
- Received second set of comment from DEP – 2/07/22
- Received Draft Permit from DEP
- Preparing comments on Draft Permit and Request for Additional Information
- Permit should be issued by end of March 2022
- Estimated project completion – 4/15/22

WA#195 – PW8 VFD – In Progress

- Approved by Board – 11/15/21
- Issued Purchase Orders and Subcontracts
- Reviewing submittals from CC controls
- Estimated construction – April 2022
- Estimated project completion – May 2022

ACTIVE PROJECTS (Cont.)**WA#196 - DIW Building Breaker Replacement – In Progress**

- Approved by Board – 11/15/21
- Issued Purchase Orders and Subcontracts
- Coordinating work and site visit with FPL
- Submitted permit drawings to Energy Efficient
- Switch gear expected to be delivered by 5/13/22
- Construction to be completed by 5/27/22
- Estimated project completion – 6/15/22

WA#197 – Distribution Line Valve Replacement –In Progress

- Approved by Board – 11/15/21
- Performed utility locations – 2/11/22
- Conducted exploratory excavation – 2/15/22
- Ordering valves, spool piece and fittings
- Preparing letter to FDEP notifying of valve replacement and requesting bacteriological testing protocol approval
- Anticipated material delivery – late April
- Estimated project completion – May 2022

WA#194 – HB53 Compliance – In Progress

- Approved by Board – 12/20/21
- Preparing data requests from CSID to complete templates
- Estimated Project Completion – 6/30/22

WA#198 – Canal Sites 7 &8 Design and Stabilization – On Hold

- Approved by Board – 12/20/21
- Prepared alternatives assessment on 1/07/22
- Conducted meeting with staff to review alternatives and options – 1/12/22
- Project placed on hold as additional alternatives are investigated

WA#199 – LP Fuel Tank Installation – In Progress

- Approved by Board – 12/20/21
- Survey Completed
- Issued purchase order to SunGas (tank vendor) – 1/17/22
- CSID Scheduling tree removal
- Anticipate submitting construction permit – 3/04/22
- Estimated project completion – 4/15/22

WA#200 – PS 1 & 2 Trash Rack Bracket Replacement – In Progress

- Approved by Board – 12/20/21
- Brackets being fabricated – completed by 2/25/22
- Installation with IDC scheduled to begin 2/28/22
- Installation complete – estimated – 3/18/22
- Estimated project complete – 4/01/22

Work Authorizations Under Development

WA#191 – Replace Blowers 4 & 5 – Under review

WA#XX – Generator Storage Building – under development

Fifteenth Order of Business

15C



Reply To: tlewis@llw-law.com

February 17, 2022

Ashley Moody
Attorney General
Department of Legal Affairs
The Capitol PL01
Tallahassee, Florida 32399-1050

Re: SPECIAL DISTRICTS – TAXATION – REQUIRED MAINTENANCE – mitigation fees for necessary maintenance.

Dear Attorney General Moody,

On behalf of the Coral Springs Improvement District, please accept this request for an Attorney General Opinion on the following questions:

- 1) May the City of Coral Springs require the Coral Springs Improvement District to obtain a tree removal permit and pay for tree mitigation when the District removes trees obstructing the District's rights-of-way as part of a canal maintenance program?
- 2) Without an express statutory authorization or authorization by special act is the Coral Springs Improvement district prohibited from spending district revenue for tree removal mitigation pursuant to the Coral Springs tree removal ordinance?
- 3) Pursuant to Section 163.045, Florida Statutes, may the Coral Springs Improvement District remove trees and other vegetation from its water management rights-of-way that are zoned residential by the City of Coral Springs without City approval or mitigation if a residential property owner consents to tree removal and a certified arborist or landscape architect documents that the trees present a danger to persons or property?

The Coral Springs Improvement District ("CSID") is one of several improvement districts within the City of Coral Springs ("City"). The Florida Legislature created CSID by special act pursuant to Chapter 70-617, Laws of Florida, as amended by Chapters 89-419 and 2004-469, Laws of Florida (collectively, CSID's "Enabling Act." A copy of CSID's current Enabling Act is enclosed). Along with its Enabling Act, CSID is empowered and governed by Chapters 189 and 298, *Florida Statutes*.

CSID provides drainage, potable water, and wastewater treatment and disposal services to the residents within its jurisdiction. Specifically, CSID is empowered "to establish, construct, operate, and maintain a system of main and lateral canals, drains, ditches, levees, dikes, dams, sluices, locals [sic], revetments,

01604460-2

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WEST PALM BEACH
360 South Rosemary Ave.
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Ashley Moody
Attorney General
February 17, 2022
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reservoirs, holding basins, flood-ways, pumping stations, syphons, culverts, and storm sewers to drain and reclaim the lands within the district.” See § 9(2), Chapter 2004-469, Laws of Florida. CSID also has the authority to “To clean out, straighten, widen, open up, or change the course and flow, and alter or deepen any canal, ditch, drain, river, water course, or natural stream as within the judgment of the board is deemed advisable to drain and reclaim the lands within the district.” See § 9(4), Chapter 2004-469, Laws of Florida. Under this authority, CSID operates canals, rights-of-way, and waterways to provide drainage within the City.

In order to maintain and protect its works, CSID is also empowered to “prohibit, regulate, and restrict by appropriate resolution all structures, materials, and things, whether solid, liquid, or gas, whether permanent or temporary in nature, which come upon, come into, connect to, or be a part of any facility owned or operated by the district” and to “administer and provide for the enforcement of all of the provisions herein, including the making, adopting, promulgating, amending, and repealing of all rules and regulations necessary or convenient for the carrying out of the duties, obligations, and powers conferred on the district created herein.” See §§ 9(12) and (13), Chapter 2004-469, Laws of Florida.

Chapter 298 of the Florida Statutes also explicitly provides that districts are empowered to remove obstructions from canals and other works of the district, see § 298.19, *Florida Statutes*, and prohibits obstruction of public drainage works constructed or maintained by a district. See § 298.66, *Florida Statutes*.

Consistent with the powers granted to it by the Legislature, CSID prohibits obstructions within its rights of way, including trees and other vegetation, and periodically removes such obstructions as part of its maintenance responsibilities.

The City enacted a tree protection and conservation ordinance, which contains permitting requirements for the removal of trees, and requires mitigation for removal of certain trees. See § 212, City of Coral Springs Land Development Code. The City has indicated to CSID that CSID will be required to seek a City permit to undergo removal of the trees that are obstructing CSID’s canal banks, and that CSID will be required to mitigate for any native trees removed.

It is CSID’s position that it is not required to seek a permit from the City to remove trees within CSID’s right-of-way, as the Florida Legislature – through CSID’s Enabling Act and Chapter 298 – has explicitly authorized CSID to prohibit and remove such obstructions in the ordinary course of its duties. It is further CSID’s position that even if it is required to seek a permit, it is not required to mitigate for trees that it did not plant and which are expressly prohibited from existing in the area from which those trees will now be removed.

Notably, water management districts are also statutorily empowered to remove any obstruction within their rights of way, see Section 373.086, Florida Statutes, and consistently rely on this statutory authorization to clear their rights of way without consenting to further regulation by municipalities. See Exhibit “A” attached hereto.

Further, as a special district, CSID is empowered to act only as provided for in Florida Statutes and its Enabling Act. In *North Port Road and Drainage Dist. V. West Villages Improvement Dist.*, 82 So.3d 69 (Fla. 2012), the Florida Supreme Court held that the West Villages Improvement District (WVID), an

Ashley Moody
Attorney General
February 17, 2022
Page 3

independent special district, was not permitted to pay assessments imposed by North Port Road and Drainage District (NPRDD), a municipal dependent special district acting under home rule powers granted by a municipality. The Court found that WVID's enabling act did not allow it to levy assessments for the purpose of paying assessments to other districts because the NPRDD assessment would not be based on any benefit or service provided by WVID, and further, that NPRDD could not reach through WVID to seek payment from the legislature. Thus WVID had no lawful way to pay such an assessment, and therefore, NPRDD could not lawfully assess WVID even acting under home rule powers. Relying on *North Port*, in 2015, the 4th District Court of Appeals affirmed an order of summary judgement against the City of Coral Springs, the same City at issue here, prohibiting it from levying a Fire Service Assessment against the North Broward Hospital District. *See City of Coral Springs v. North Broward Hospital District d/b/a Broward Health*, 166 So.3d 902 (Fla. 4th DCA 2015).

Like WVID, CSID's Enabling Act does not empower it to pay for the costs of tree mitigation. Tree mitigation does not fall within the powers the Legislature has granted to CSID. For this reason, CSID believes it lacks the authority to expend funds for replanting, replacing, or otherwise mitigating for trees it removes from its right-of-way, as these are outside of the functions CSID is empowered to provide.

Finally, there are circumstances in which trees within CSID's rights of way present a danger to persons or property. On residential properties, residential property owners are permitted to remove such trees without a permit, fee, or mitigation so long as the property owner "obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property." Section 163.045, *Florida Statutes*. It is CSID's position that when such a tree exists on residential property within CSID rights of way, CSID may remove it on behalf of the homeowner so long as the homeowner consents and obtains necessary documentation. In the situation described, all statutory requirements would be met and CSID would merely be acting as the residential homeowner's contractor.

We look forward to the Attorney General's opinion on this matter to assist CSID in its decision to undergo the required maintenance of its drainage works, pursuant to its Enabling Act and Florida Statutes. If you require any additional information, please do not hesitate to contact me.

Sincerely,

Terry E. Lewis

Kathryn B. Rossmell



Exhibit 'A'

April 4, 2018

George Brown, Deputy City Manager
Boca Raton City Hall
201 West Palmetto Park Road
Boca Raton, Florida 33432

RE: City of Boca Raton Resolution No. 53-2018

Dear Mr. Brown,

The South Florida Water Management District received your letter dated March 30, 2018, with City of Boca Raton Resolution No. 53-2018 attached.

The City's resolution expresses concern about canal maintenance on the C-15 Canal ("C-15") and questions the District's authority to undertake its canal bank clearing project. The City may not be aware that the District is the fee simple owner of at least 100 feet from either side of the centerline of the C-15, and maintenance of the District's canals and rights of way is within the exclusive authority granted to the District under Florida law. In fact, Section 373.086 of the Florida Statutes gives the District express authority to remove any obstruction necessary for the construction, maintenance, and operation of the District's works, including the C-15. Accordingly, the District will continue to exercise complete dominion and control over its canals and rights of way.

The District remains diligent in its outreach efforts regarding this project. The District sent certified letters on February 8, 2018, to affected Boca Raton residents detailing the District's intended actions and providing a link to our informational website dedicated to the C-15 clearing project. District staff and Governing Board members continue to be responsive to individual questions and concerns from residents.

Given the District's clear statutory authority over the C-15, the District declines the City's offer to participate in Chapter 164 proceedings. Even if the City does not agree with the District's rights and authorities, such does not constitute the type of conflict contemplated under Chapter 164. The City's questions regarding the District's statutory and property rights are purely questions of law that can only be resolved by a court of competent jurisdiction. The District cannot participate in Chapter 164 proceedings with full knowledge that the process cannot resolve the City's concerns. To do so would be a disservice to its taxpayers and in bad faith. However, District staff is open to informally meeting with City representatives to further discuss the details of this project.

Letter to G. Brown
April 4, 2018
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If the City seeks to invoke Chapter 164 simply as a precondition to filing suit against the District, please note that the District considers that precondition met by your offer. As such, the District's Office of Counsel will accept service of any Complaint and agrees to expedite judicial resolution of this matter on its substantive merits.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Accardo". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian J. Accardo
General Counsel