

NORTH SPRINGS IMPROVEMENT DISTRICT



MEETING OF THE BOARD OF SUPERVISORS

December 03, 2025

North Springs Improvement District

9700 NW 52 Street Coral Springs, FL 33076

Phone (954) 752-0400 Fax (954) 755-7317

November 26, 2025

Board of Supervisors
North Springs Improvement District

Dear Board of Supervisors:

A meeting of the Board of Supervisors of North Springs Improvement District will be held on **Wednesday, December 03, 2025, at 4:00 P.M.** at 9700 NW 52nd Street, Coral Springs, Florida. Following is the advance agenda:

1. Roll Call
2. Approval of November 05, 2025, Meeting Minutes
3. Audience Comments and Supervisors' Requests on Non-Agenda Items
4. Consideration of Heron Bay Preserve Proposed Rules and Regulations
5. Staff Reports
 - A. Manager
 - I. Consideration of Issuance Fee Agreement with Lennar Corporation for the Issuance Special Assessment Bonds, Series 2026 (Parkland Royale II Assessment Area)
 - II. Consideration of Welcome Center Audio/Video/CCTV Proposal
 - III. Consideration of Welcome Center Pre-Wire Low Voltage Proposal
 - IV. Proposal for North Springs Preserve Signage
 - V. Consideration of Interlocal Agreement with the City of Parkland for Force Main Relocation
 - B. Attorney
 - I. Election Agreement with Broward County Supervisor of Elections
 - C. Engineer
6. Approval of Financials and Check Registers
7. Adjournment

SECOND ORDER OF BUSINESS

November 05, 2025, Meeting Minutes

**MINUTES OF MEETING
NORTH SPRINGS IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, **November 5, 2025** at 4:00 p.m. in the district office, 9700 N.W. 52nd Street, Coral Springs, Florida.

Present and constituting a quorum were:

Grace Solomon	President
Anthony Avello	Secretary
Vince Moretti	Assistant Secretary

Also present were:

Rod Colon	District Manager
Brian Sherman	District Counsel
Jane Early	District Engineer
Brenda Richard	District Clerk
Katherine Castro	NSID
Nena Offenther	NSID
Donna Holiday	GMS-South Florida, LLC via Zoom
Officer Mulvey	Coral Springs Police Department

The following is a summary of the discussions and actions taken at the November 5, 2025 regular Board of Supervisor's meeting of the North Springs Improvement District.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Colon called the meeting to order at 4:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the October 1, 2025 Meeting

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the minutes of the October 1, 2025 meeting were approved as presented.
--

THIRD ORDER OF BUSINESS

**Audience Comments on Non-Agenda Items
and Supervisor's Requests**

There being no comments, the next item followed.

FOURTH ORDER OF BUSINESS

**Public Hearing to Consider the Adoption of
Resolution 2026-01 Adopting a Policy
Pertaining to the Issuance of Special
Assessment and Water Management Bonds**

On MOTION by Mr. Avello seconded by Ms. Solomon with all in
favor the public hearing was opened.

There being no public comment, the board took the following action.

On MOTION by Ms. Solomon seconded by Mr. Avello with all in
favor the public hearing was closed.

On MOTION by Ms. Solomon seconded by Mr. Avello with all in
favor Resolution 2026-01 Adopting a Policy Pertaining to the
Issuance of Special Assessment and Water Management Bonds
was approved.

FIFTH ORDER OF BUSINESS

**Resolution 2026-02 Amending the General
Fund budget for Fiscal Year 2025**

On MOTION by Mr. Avello seconded by Ms. Solomon with all in
favor Resolution 2026-02 Amending the General Fund budget for
Fiscal Year 2025 was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Manager

i. Consideration of Amendment to District's Employment Policy

On MOTION by Mr. Avello seconded by Ms. Solomon with all in
favor the Amendment to the District's Employment Policy was
approved.

B. Attorney

i. Ratification of Agreement for Uniform Collection of Non-Ad Valorem Special Assessments

Mr. Sherman stated unlike other years we now have an independent tax collector in Broward County, and they now require agreements from every taxing authority in the county to continue those collections.

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the Agreement Between the North Springs Improvement District and the Broward County Tax Collector for the collection of the non-ad valorem special assessments was ratified.

C. Engineer

i. Approval to Piggyback on the City of Palm Coast Contract with Hydra Services, Inc. for Equipment and Labor, Following the Terms of ITB-UT-24-41 and Related Quote

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the Piggyback on the City of Palm Coast contract with Hydra Services, Inc. in the amount of \$851,868 was approved.

SEVENTH ORDER OF BUSINESS

Approval of Financials and Check Register

On MOTION by Mr. Moretti seconded by Ms. Solomon with all in favor the check register was approved.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the meeting adjourned at 4:17 p.m.

Anthony Avello
Secretary

Grace Solomon
President

THIRD ORDER OF BUSINESS

Audience Comments and Supervisors' Requests on Non-Agenda Items

FOURTH ORDER OF BUSINESS

Heron Bay Preserve Rules and Regulations



NORTH SPRINGS PRESERVE

RULES & REGULATIONS

PROPOSED



11801 HERON BAY BLVD, CORAL SPRINGS, FL 33076

Table of Contents

1. GENERAL INTENT.....	4
2. DEFINITIONS.....	4
3. VISITORS' RESPONSIBILITIES.....	4
3.1. Responsibilities.....	4
3.2. Medical Emergencies.....	4
4. VISITORS' CONDUCT.....	4
4.1. Behavior.....	4
4.2. Tobacco and Smoking	4
4.3. Alcohol.....	5
4.4. Weapons and Dangerous Instruments.....	5
5. OPERATING POLICIES.....	5
5.1. Entry	5
5.2. Operating Hours	5
5.3. Authority of the District	5
5.4. Ejection and Trespassing.....	5
5.5. Enforcement	6
6. VEHICLES.....	6
6.1. Traffic Laws	6
6.2. Vehicle Operation	6
6.3. Parking	6
7. PROPERTY.....	7
7.1. General Use	7
7.2. Restrooms.....	7
7.3. Building, Sculptures, and Monuments	7
7.4. Vegetation.....	7
7.5. Wildlife.....	8
7.6. Waterways	8
7.7. Littering and Waste	8
8. RECREATIONAL ACTIVITIES.....	8
8.1. Motorized & Non-Motorized Equipment	8
8.2. Swimming.....	9
8.3. Fishing.....	9

8.4. Boating	9
8.5. Fires.....	9
8.6. Camping.....	9
8.7. Games	9
8.8. Drones	9
8.9. Commercial Activities.....	9
8.10. Miscellaneous Activities.....	9
9. SERVICE ANIMALS & PETS.....	10
9.1. Service Animals	10
9.2. Pets	10
10. PERMITS.....	11
10.1. Permits	11
10.2. General Requirements.....	11
10.3. Application Process.....	11
10.4. Issuance Standards.....	11
10.5. Activities Requiring Permits	12
11. CLOSING NOTE.....	12

[remainder of page intentionally left blank]

1. GENERAL INTENT

The North Springs Preserve, a 150-acre stormwater preserve nestled between Coral Springs and Parkland, features scenic trails and a sanctuary for native Florida wildlife. The Parkland 17 Memorial within the Preserve offers a peaceful space for reflection with landscaped paths, benches, and tributes honoring those lost. The North Springs Improvement District is dedicated to maintaining a safe, welcoming environment for recreation and remembrance. These Rules and Regulations protect the Preserve's natural beauty, ecological integrity, and commemorative purpose for all visitors. Visit www.nsidfl.gov for updates to these rules.

2. DEFINITIONS

- **District:** The North Springs Improvement District and its authorized representatives.
- **District Personnel:** Any employee, volunteer, Board of Supervisors, or other individual officially authorized to carry out duties on behalf of the District within the Preserve. This includes, but is not limited to, its Board of Supervisors, District Manager, or designated representatives.
- **Preserve:** The North Springs Preserve, including all grounds, trails, facilities, parking areas, the Welcome Center, and the Parkland 17 Memorial.
- **Service Animal:** A dog or miniature horse trained to assist individuals with disabilities, as defined by the Americans with Disabilities Act (ADA).
- **Visitor:** Any person entering the Preserve, including residents, guests, and permittees.

3. VISITORS' RESPONSIBILITIES

3.1. Responsibilities

- 3.1.1. All individuals entering the facility are required to adhere to the prescribed Rules and Regulations. Each guest will be held accountable for their conduct. In the event that an individual causes damage to any part of the Preserve, including but not limited to the facilities therein, that individual shall be solely responsible for all costs associated with the repair and/or replacement of the damaged area(s) and/or item(s).

3.2. Medical Emergencies

- 3.2.1. In an emergency, call 911. Provide your exact location within the Preserve.

4. VISITORS' CONDUCT

4.1. Behavior

- 4.1.1. No individual entering the Preserve or its facilities shall engage in excessive or unnecessary noise that is clearly audible from a distance of fifty (50) feet. Any person exhibiting disorderly conduct, undermining public morals, violating public decency, disturbing the peace of others, initiating conflict, acting inappropriately or disrespectfully, or otherwise disrupting the tranquility of the area may face revocation of their privilege to utilize the Preserve or to participate in any activities or programs at the Preserve or the Welcome Center Facility.

4.2. Tobacco and Smoking

- 4.2.1. No individual shall engage in the smoking or consumption of cannabis in any form within the designated boundaries of the Preserve, unless specific exceptions are designated in particular areas.
- 4.2.2. No individual shall utilize cigarettes, unfiltered cigars, filtered cigars, pipes, or any other tobacco products, including nicotine vaporizers, electronic cigarettes, liquid nicotine, or any other smoking apparatus within the confines of the Preserve, unless specific exceptions are designated in particular areas.

4.3. Alcohol

- 4.3.1.No individual shall introduce, consume, or sell alcoholic beverages within the Preserve, except for those who operate under a concession license granted by the District, in accordance with the regulations and oversight of the District. The sale of alcoholic beverages is limited to individual servings, which may only be consumed on the premises of the concession. The sale of beer and wine in unopened containers is strictly prohibited at all times.
- 4.3.2.Alcoholic beverages may be consumed during family or group picnics or events; however, a permit for such consumption must be obtained in advance from the District.

4.4. Weapons and Dangerous Instruments

- 4.4.1.No individual shall introduce onto the Preserve, discharge within its boundaries, or possess on any property located within the Preserve any weapon, explosive, dynamite cap, fireworks, air gun, pellet gun, spring gun, slingshot, crossbow, bow, and arrow, any incendiary bomb or material, any smoke or stink bomb, any tear gas or other disabling chemical or agent, any acid or caustic substance, or any flammable liquid except fuel contained in the fuel tank of a motor vehicle.
- 4.4.2.This policy recognizes and acknowledges the preemption of the regulation of firearms found in §790.33, F.S., and this policy shall be interpreted and applied in compliance with Chapter 790, F.S., as amended.

5. OPERATING POLICIES

5.1. Entry

- 5.1.1.To ensure safety and security, all visitors must enter North Springs Preserve only through the main entrance or a District-authorized entry point.
- 5.1.2.Children under 16 years of age must be accompanied by an adult or legal guardian to enter the Preserve.
- 5.1.3.Individuals appearing intoxicated or under the influence of drugs will be denied entry or escorted off the premises.

5.2. Operating Hours

- 5.2.1.The Preserve and Welcome Center are open daily to the public from sunrise to sunset. Hours may vary seasonally or during holidays. Please check our website or posted bulletins for the latest updates on operating hours.
- 5.2.2.Lighted facilities may remain open for use after sunset when such lights are illuminated. Once illumination ceases, these facilities are closed. No individual may enter or remain in any part of the Preserve after closing hours without a prior permit from the District.
- 5.2.3.The Preserve and Welcome Center may close for special events, scheduled maintenance, or other operational needs. Please check our website or posted signage for current hours and closure notices.

5.3. Authority of the District

- 5.3.1. The Board of Supervisors of the North Springs Improvement District, along with the District Manager, may modify or amend reasonable rules and regulations deemed necessary for the effective management, operation, and maintenance of the Preserve and its associated activities.
- 5.3.2.The North Springs Improvement District Board of Supervisors authorizes the District Manager or their designee to exercise all rights and authority provided under these park regulations, including the power to enforce them.

5.4. Ejection and Trespassing

- 5.4.1.Any individual found to be in violation of the provisions outlined in these Rules and Regulations

will be required to leave the Preserve, and reentry shall be denied for that day.

5.4.2. All criminal offenses may lead to arrest by law enforcement authorities and will be prosecuted to the fullest extent allowed by applicable law.

5.4.3. Any individuals who remain on the Preserve grounds after closing hours may be subject to removal. Failure to leave Preserve grounds may result in arrest and prosecution by law enforcement to the fullest extent permitted by law.

5.4.4. Upon ejection, the person will be directed to leave the premises immediately. Failure to leave when instructed constitutes trespassing under Florida law (§ 810.09, F.S.).

5.4.5. The District Manager, or their designee, may authorize law enforcement to enforce trespass actions. Individuals found in violation of these regulations shall be subject to a thirty (30) day ban. Any subsequent violations may result in a warning that imposes a one (1) year ban. The District shall be notified of all trespass warnings, and individuals subject to a trespass warning may appeal the decision by submitting a written request to the District within ten (10) days of receiving notification of the warning and the right to appeal.

5.5. Enforcement

5.5.1. The Preserve is dedicated to enforcing these Rules and Regulations in a manner that is just and impartial.

5.5.2. No individual shall impersonate an official or personnel of the Preserve while they are executing their lawful duties.

6. VEHICLES

6.1. Traffic Laws

6.1.1. All applicable state and local vehicle and traffic laws and ordinances shall remain in full effect within the Preserve.

6.1.2. Law enforcement shall have the authority to enforce any infractions or violations observed within the Preserve and its associated parking lot.

6.2. Vehicle Operation

6.2.1. Only authorized vendors, District personnel, or individuals granted permission by the District are permitted to operate vehicles or golf carts within the Preserve. Such operation is restricted to designated paved or improved roads, driveways, or trails specifically designated for vehicular use, unless directed by a law enforcement officer, District personnel, or indicated by official signage or markings. This regulation does not apply to individuals with mobility impairments utilizing self-propelled wheelchairs, power wheelchairs, mobility scooters, or other assistive mobility devices.

6.2.2. No individual shall operate a vehicle within the Preserve at a speed exceeding 15 miles per hour, unless otherwise indicated by official signs or markings on the roads or driveways that permit a different speed.

6.3. Parking

6.3.1. No individual shall park a vehicle on Preserve property except in designated spaces and in accordance with posted signs and markings. Parking outside designated areas is prohibited except in an emergency or when directed by law enforcement or District personnel.

6.3.2. No vehicle shall remain stationary or be parked during nighttime hours within the Preserve and associated parking lot, unless the lights at both the front and rear are clearly visible from a distance of at least 200 feet. This does not apply to designated parking areas.

6.3.3. No vehicles shall be left parked on the Preserve property after closing hours without obtaining a permit from the District.

6.3.4. The District reserves the right to tow any vehicles that are left or abandoned on Preserve property overnight, as well as those parked improperly. All costs and expenses associated with such towing will be the responsibility of the vehicle owner.

6.3.5. The District shall not be liable for any injuries, damages, or losses associated with vehicles parked or operated within the Preserve and its associated parking lot.

7. PROPERTY

7.1. General Use

7.1.1. All Preserve property, the Welcome Center Facility, and other facilities and equipment shall be used for the purpose for which they were designed.

7.2. Restrooms

7.2.1. No urinating or defecating on any Preserve property shall be allowed, except in the provided restrooms.

7.2.2. Per Florida Statutes § 553.865 (“Safety in Private Spaces Act”), as amended, the following provisions apply to North Springs Preserve in the same manner as to an educational institution:

- Restrooms and changing facilities are designated for exclusive use by either females or males, based on biological sex.
- A person may enter a facility designated for the opposite biological sex only when necessary to accompany and assist:
- A child under the age of 12,
- An elderly person, or
- A person with a disability or developmental disability.
- This section does not apply to actions of law enforcement, emergency medical services, or custodial or maintenance staff.

7.3. Building, Sculptures, and Monuments.

Except as authorized by the District, no person shall engage in or facilitate any of the following actions:

7.3.1. Willfully mark, deface, or damage in any manner; displace, remove, or tamper with any structures, buildings, tables, benches, railings, art, paving or paving materials, water line, or other public utilities and their components; Preserve signs or markings whether temporary or permanent; monuments, stakes, posts, or any other structures or equipment, facilities, or properties associated with the Preserve.

7.3.2. Willfully dig, cut, move, or remove from any sand, wood, turf, grass, gravel, shrubs, or any other material from any area within the Preserve, or conduct any excavation by hand, tool, equipment, blasting, or any other means.

7.3.3. Willfully construct, install, or erect any building or structure, whether permanent or temporary, or run or string any public or private utility into, upon, or across the Preserve.

7.3.4. Willfully place any objects, such as hammocks, ropes, or similar items, shall be prohibited unless otherwise specified in designated areas.

7.3.5. Willfully climb any tree, or walk, stand, or sit upon any monument base, fountain, railing, fence, or any portion of the Preserve that is not normally used for such purpose.

7.4. Vegetation

Except as authorized by the District, no person shall engage in or facilitate any of the following actions:

7.4.1. Willfully pick, saw, chop, cut, carve, remove, or injure any flowers, seeds, blooms, bark, branches,

twigs, or leaves of any tree, plant, shrub, vine, bush, or any other form of vegetation located within any portion of the Preserve.

7.4.2. Willfully hang, sit upon, or climb any tree on any portion of the Preserve.

7.4.3. Willfully drive any nails, staples, tape, or affix or secure any wire, rope, or similar device to any tree or plant, or tie or hitch any animal to any tree or plant located within any portion of the Preserve.

7.4.4. Willfully dig in or disturb any grass areas, or in any way injure or impair the natural beauty or usefulness of any portion of the Preserve.

7.5. Wildlife

7.5.1. No individual shall molest, harm, frighten, kill, injure, net, trap, snare, hunt, chase, shoot, throw, or otherwise propel missiles at any wildlife that is free-roaming, including but not limited to coyotes, alligators, or birds, within the Preserve. Furthermore, no individual shall remove or possess the young of any wildlife or the nests or eggs of any wildlife, nor collect, remove, possess, gift, sell, offer to sell, purchase, offer to purchase, or accept as a gift any specimen, whether dead or alive, of any wildlife within the Preserve, unless explicitly authorized by the District.

7.5.2. No individual shall feed any wildlife within the Preserve, including, but not limited to, birds and reptiles.

7.5.3. No individual shall place, dump, abandon, or leave any animal, reptile, or bird, either wild or domestic, within any portion of the Preserve.

7.6. Waterways

7.6.1. No individual shall utilize the fountains, drinking fountains, ponds, lakes, streams, canals, or any other bodies of water within the Preserve, nor shall storm sewers or drains that flow into these bodies be employed for the disposal of any substances or materials that may lead to the pollution of these waters. Such practices are strictly prohibited, and any individual who violates this regulation shall be subject to prosecution to the fullest extent permitted by law.

7.7. Littering and Waste

7.7.1. No individual shall willfully bring into or dispose of, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, waste, garbage, or any form of trash within the Preserve. Where receptacles are available, they should be utilized for the disposal of small quantities of rubbish or waste. In the absence of receptacles, all such refuse or waste must be removed from the Preserve by the individual responsible for its presence and disposed of appropriately elsewhere.

8. Recreational Activities

8.1. Motorized & Non-Motorized Equipment

8.1.1. No individual shall operate, drive, or navigate any skateboard, electric scooter, electric bicycle, gas bicycle, moped, utility vehicle, all-terrain vehicle, go-cart, golf cart, Segways, ATVs, or any other comparable recreational device within the Preserve.

8.1.2. The provisions of these subsections shall not apply to the use of a self-propelled wheelchair, power wheelchair, or manually-powered aids, or other power-driven mobility devices (OPDMDs) used by individuals with disabilities (e.g., electric mobility scooters); or District-authorized maintenance or emergency vehicles.

8.1.3. Human-powered modes of transportation, including bicycles and roller skates, are permitted within the Preserve in designated areas.

8.1.3.1. Operators must provide adequate notice to pedestrians when passing on walking trails.

8.1.3.2. Operators must remain within the designated bicycle path.

8.1.3.3. It is mandatory for bicyclists under 16 to wear a properly secured helmet.

8.1.3.4. For safety considerations, the District reserves the right to restrict the use of bicycles, roller skates, and similar conveyances within the Preserve to specific times and areas.

8.1.4. Individuals who violate this provision will be asked to leave the Preserve. Parents or guardians shall be held fully accountable for the conduct of minors.

8.2. Swimming

8.2.1. No individual shall swim, bathe, or wade within any waterway located in or adjacent to the Preserve.

8.3. Fishing

8.3.1. No individual shall engage in fishing activities within any waterway located in or adjacent to the Preserve.

8.4. Boating

8.4.1. No individual shall bring into or operate any boats, yachts, cruisers, canoes, rafts, non-motorized or motorized watercraft toys, or any other form of watercraft within any waterway located in or adjacent to the Preserve.

8.5. Fires

8.5.1. No individual shall build or start any fire within the Preserve, nor in close proximity to adjacent properties, or within any designated area of the Preserve, unless a permit has been obtained from the District.

8.6. Camping

8.6.1. No individual shall camp within the Preserve or within the Preserve parking lot.

8.7. Games

8.7.1. No individual within the Preserve shall engage in games that involve the throwing or propulsion of objects such as balls, stones, arrows, golf balls, javelins, kites, or model airplanes, except in areas specifically designated for such recreational activities. The organized playing of games, including but not limited to football and baseball, is strictly prohibited outside designated areas intended for these purposes, unless otherwise directed by the District or an authorized representative.

8.8. Drones

8.8.1. The operation of drones is strictly prohibited unless a permit has been acquired or explicit instructions have been provided by the District or an authorized representative (refer to Article 10).

8.9. Commercial Activities

8.9.1. No individual shall engage in commercial activities, which encompass, but are not limited to, providing instruction, training, classes, practices, lessons, or any other specialized activities, regardless of whether compensation is involved, within the Preserve without first obtaining a permit from the District (refer to Article 10).

8.10. Miscellaneous Activities

8.10.1. No individual shall intentionally release or organize the release of balloons or sky lanterns into the atmosphere at the Preserve, nor shall any individual take actions that may otherwise jeopardize the wildlife of the Preserve or the surrounding environment.

9. SERVICE ANIMALS & PETS

9.1. Service Animals

9.1.1. Only Service Animals are permitted on the premises. For more information regarding the definition and qualifications of Service Animals, please refer to the Americans with Disabilities Act (ADA).

9.1.1.1. Under federal law, a Service Animal is a dog or miniature horse that is individually trained to do work or perform tasks to assist an individual with a disability. Dogs, miniature horses, or other animals that provide only emotional support, comfort, or companionship are not considered Service Animals ([U.S. Department of Justice, ADA Requirements: Service Animals. AGA.gov. Last modified February 28, 2020](https://www.ada.gov)).

9.1.1.2. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service Animals are working animals, not pets.

9.1.1.3. Service Animal must be under the control of its handler at all times. A Service Animal must have a harness, leash, or other tether, unless the handler is unable to use the same because of a disability, or the use of the same would interfere with the Service Animal's safe, effective performance of work or tasks. In such cases, the Service Animal must otherwise be under the handler's control through voice commands, signals, or other effective means.¹

9.1.2. When it is not obvious what service an animal provides, only limited inquiries are allowed. Staff may ask two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform?"

9.1.3. Service Animals exhibiting uncontrollable behavior, posing health or safety risks, or failing to be housebroken may be removed from the premises.

9.1.4. Service Animal owners and handlers accept responsibility for any property damage, personal injury, or disturbances caused by their Service Animal.

9.1.5. Service Animal owners and handlers must ensure their Service Animal is leashed at all times, with the leash not exceeding six (6) feet in length. No Service Animal is permitted to be secured to a stationary object within the Preserve or left unattended.

9.1.6. Service Animals that are in heat or ill are prohibited from entering the Preserve.

9.1.7. Service Animals must possess a current license and vaccination documentation. Such information must be made available upon request by the individual responsible for the Service Animal.

9.1.8. Owners or handlers of Service Animals are responsible for the disposal of all fecal matter. Waste shall not be disposed of in storm drains or lakes. Failure to clean up after the Service Animal will result in the Service Animal being prohibited from re-entering the Preserve.

9.2. Pets

9.2.1. We ask that non-service animals be removed from the premises.

9.2.2. Professional dog trainers are prohibited from utilizing the Preserve for training purposes.

9.2.3. The presence of exotic reptile animals is not permitted within the Preserve.

10. PERMITS

10.1. Permits

- 10.1.1. No individual within the Preserve shall decline or neglect to present and display any permit they assert to possess upon the request of any law enforcement officer or District personnel seeking to inspect the permit. This measure is intended to verify that compliance with the provisions outlined in these Rules and Regulations is maintained.

10.2. General Requirements

- 10.2.1. To obtain exclusive use of the Welcome Center or designated recreational areas, a permit issued by the District is required. For permits and inquiries, contact the North Springs Preserve office at (954) _____ or visit www.nsidfl.gov.

10.3. Application Process

- 10.3.1. An individual requesting a permit to conduct an activity within the Preserve or the Welcome Center Facility must submit an application using the designated form provided by the District. The applicant is required to provide all information required by the District.
- 10.3.2. Applications for the use of passive recreational facilities, excluding the Welcome Center Facility, will be processed on a "first-come, first-served" basis. Applications must be submitted no fewer than five (5) calendar days and no more than ninety (90) calendar days prior to the proposed date of use. The District Manager, or designee, may, on a case-by-case basis and for good cause shown, accept applications submitted more than ninety (90) days in advance.
- 10.3.3. Applications for the usage of the Welcome Center facilities shall also be processed on a "first-come, first-served" basis. Applications must be submitted no fewer than five (5) calendar days and no more than one hundred twenty (120) calendar days prior to the proposed date of use. The District Manager, or designee, may, on a case-by-case basis and for good cause shown, accept applications submitted more than one hundred twenty (120) days in advance.

10.4. Issuance Standards

- 10.4.1. The District shall issue a permit unless it is determined that the following is found:
 - 10.4.1.1. The proposed activity or use of the Preserve and/or the Welcome Center will unreasonably interfere with or detract from the general public's use and enjoyment of the Preserve and/or the Welcome Center; or
 - 10.4.1.2. The proposed activity or use of the Preserve and/or the Welcome Center will unreasonably interfere with or detract from public health, safety, or welfare; or
 - 10.4.1.3. The proposed activity or use will incur extraordinary expenses or operational demands on the Preserve; or
 - 10.4.1.4. The facilities requested have been reserved for another activity or use on the specified date and time as requested in the application; or
 - 10.4.1.5. The proposed activity or use is in violation of the District's applicable laws, rules, regulations, or policies.
- 10.4.2. The District may impose reasonable conditions or restrictions on the granting of a permit, which may include, but are not limited to, the following:
 - 10.4.2.1. Restrictions on fires, fireworks, amplified sounds, amplified music, the consumption of alcoholic beverages, dancing, sports activities, the use of animals, equipment, or vehicles, the maximum number of attendees, the location of any bandstand or stage, or any other use likely to create a risk of unreasonable harm to the use and enjoyment of the Preserve and/or the Welcome Center by others, or to Preserve property;

- 10.4.2.2. A requirement that the applicant post a reasonable security deposit to cover any damage to the Preserve or the Welcome Center Facility, or the cost of cleaning up, or both;
 - 10.4.2.3. A requirement that the applicant pay a reasonable fee in advance to defray the costs of providing adequate security for the proposed activity;
 - 10.4.2.4. A requirement that the applicant provide additional sanitary and refuse facilities that may be reasonably necessary, depending on the nature of the requested activity;
 - 10.4.2.5. A requirement that the applicant furnish a certificate of insurance in prescribed amounts to ensure adequate coverage for the protection of the District and the Preserve.
- 10.4.3. Permits shall not be transferable without the written consent of the District.
- 10.4.4. A permittee shall be bound by all of these Rules and Regulations and all applicable ordinances, as if fully incorporated into the permit.
- 10.4.5. The individual to whom a permit is issued shall be liable for any loss, damage, or injury to any person or property resulting from the negligence of the permit holder.
- 10.4.6. The District shall have the authority to revoke a permit upon a finding of violation of any rule, regulation, or ordinance, or upon breach of any condition or restriction under which the permit was issued.

10.5. Activities Requiring Permits

- 10.5.1. In accordance with the provisions outlined in these Rules and Regulations, which mandate the acquisition of a permit prior to engaging in specified activities within the Preserve or the Welcome Center Facility, it is prohibited for any individual within the Preserve to conduct, operate, present, manage, or participate in the following activities without first obtaining the requisite permit:
- 10.5.1.1. Any outing, or gathering organized by any individual or group consisting of 20 or more participants;
 - 10.5.1.2. Any advertisement, contest, exhibit, theatrical performance, motion picture screening, radio or television broadcast, fair, circus, musical event, or any analogous event;
 - 10.5.1.3. Any public meeting, assembly, or parade, which includes, but is not limited to, drills, maneuvers, ceremonies, addresses, speeches, athletic contests, practices, or political gatherings;
 - 10.5.1.4. Any utilization of park facilities by a specific individual or group to the exclusion of others;
 - 10.5.1.5. Any licensed concessionaires authorized to sell goods or to establish any stand or cart for the sale of articles or merchandise within the Preserve.

11.CLOSING NOTE

These rules are effective December 3, 2025. District may amend; check nsidfl.gov. Questions: info@nsidfl.gov or (954) 752-0400. For emergencies: 911.

Thank you for visiting the North Springs Preserve. Come again soon!

[remainder of page intentionally left blank]

FIFTH ORDER OF BUSINESS

STAFF REPORTS - A. MANAGER

- I. Issuance Fee Agreement with Lennar Corporation for the Issuance of Special Assessment Bonds, Series 2026 (Parkland Royale II Assessment Area)

ISSUANCE FEE AGREEMENT
ASSESSMENT REVENUE AND WATER MANAGEMENT BONDS

This Issuance Fee Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2025 between North Springs Improvement District, an independent special district of the State of Florida (the "District") and Lennar Corporation (the "Developer").

WITNESSETH:

Pursuant to the District's Special Assessment and Water Management Bond Issuance Policies, the parties agree as follows:

1. Preliminary Statement. Among the matters of mutual understanding which have resulted in the execution of this Agreement are the following:

a. The District is authorized to issue its special assessment and/or water management revenue bonds (collectively, the "Bonds") to finance and refinance public assessable improvements and public water management improvements, as applicable (collectively, the "Improvements") for the special benefit of land within its boundaries (the "District Lands").

b. At the request of the Developer, the District will consider establishing by resolution an assessment area and/or a unit area encompassing the District Lands owned all or in part by the Developer, as described in Exhibit "A" hereto (collectively, the "Assessment Area"). The Developer has requested that the District issue its Bonds to finance certain Improvements for the Assessment Area. The portion of the Improvements to be financed by the Bonds all or in part is referred to herein as the "Project." Certain matters relating to costs of issuance of the Bonds are the subject of a separate written agreement between the District and the Developer (the "Preliminary Agreement").

c. The District's previously adopted Special Assessment and Water Management Bond Issuance Policies (the "Policies") require any landowner within the District (such as the Developer) requesting the District to issue bonds (such as the Bonds) to finance Improvements (such as the Project) to pay the District an Issuance Fee of Five Hundred Thousand Dollars \$500,000.00 (the "Issuance Fee") as described below. This Agreement is in furtherance of the Policies.

d. Developer agrees that the Issuance Fee is fair and reasonable given the benefits received by the Assessment Area through the ability to have the Project benefitting the Assessment Area financed all or in part through the District's issuance of the Bonds, as well as for the obligations undertaken by the District as a result of the issuance of the Bonds.

2. Issuance Fee. In accordance with the Policies, upon the issuance of the Bonds by the District, the Developer shall pay the District the Issuance Fee in the amount of Five Hundred

Thousand Dollars (\$500,000.00). Payment shall be made by wire pursuant to wiring instructions provided in writing by the District to the Developer.

a. In accordance with the Policies, the sums paid to the District for the Issuance Fee cannot be included in the costs funded by the Bonds or otherwise collected through special assessments or benefit assessments levied by the District in the Assessment Area.

b. Pursuant to the Policies, the District may use the funds received from the Developer as payment of the Issuance Fee for any lawful purpose of the District other than the Project.

3. **Termination for Non-Issuance of Bonds.** In accordance with the Policies, should the Bonds not be issued for whatever reason, Developer shall not be obligated to pay the Issuance Fee and this Agreement shall terminate upon written confirmation signed by both parties that the Bonds will not be issued. The termination of this Agreement shall not affect the term, obligations and enforceability of any Preliminary Agreement between the parties.

4. **Binding Effect.** All covenants and agreements herein contained by or on behalf of the District and the Developer shall bind and inure to the benefit of the respective successors and assigns of the District and the Developer whether so expressed or not.

6. **Notice.** All notices required hereby shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For DISTRICT: Rod Colon, District Manager
9700 NW 52nd Street
Coral Springs, FL 33076
Telephone: 954-796-5084

Copy to: Samuel S. Goren, District Counsel
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500

For DEVELOPER: Phil Serrate, Vice President
5505 Waterford District Dr.
5th Floor
Miami, FL 33126
Telephone: 305-559-1951
Email: Phil.Serrate@Lennar.com

7. **Assignment.** Developer shall not assign or transfer this Agreement or its rights, title or interests therein without District's prior written approval, which may be withheld for any or no reason. Violation of the terms of this Paragraph shall constitute a breach of contract by Developer and the District may, at its discretion, terminate this Agreement and all rights, title and interest of Developer and any assigned shall thereupon cease and terminate.

8. **Venue, Choice of Laws, Waiver of Jury Trial.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The prevailing party in any lawsuit, including appeals, concerning the terms of this Agreement shall be entitled to an award of attorney's fees, including paralegal fees, from the non-prevailing party. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

9. **Severability.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

10. **Effective Date.** This Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the _____ day of _____.

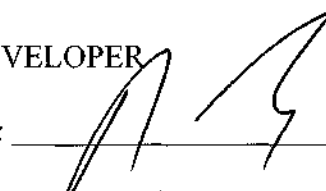
NORTH SPRINGS IMPROVEMENT DISTRICT

By: President, Board of Supervisors

ATTEST:

By: Secretary

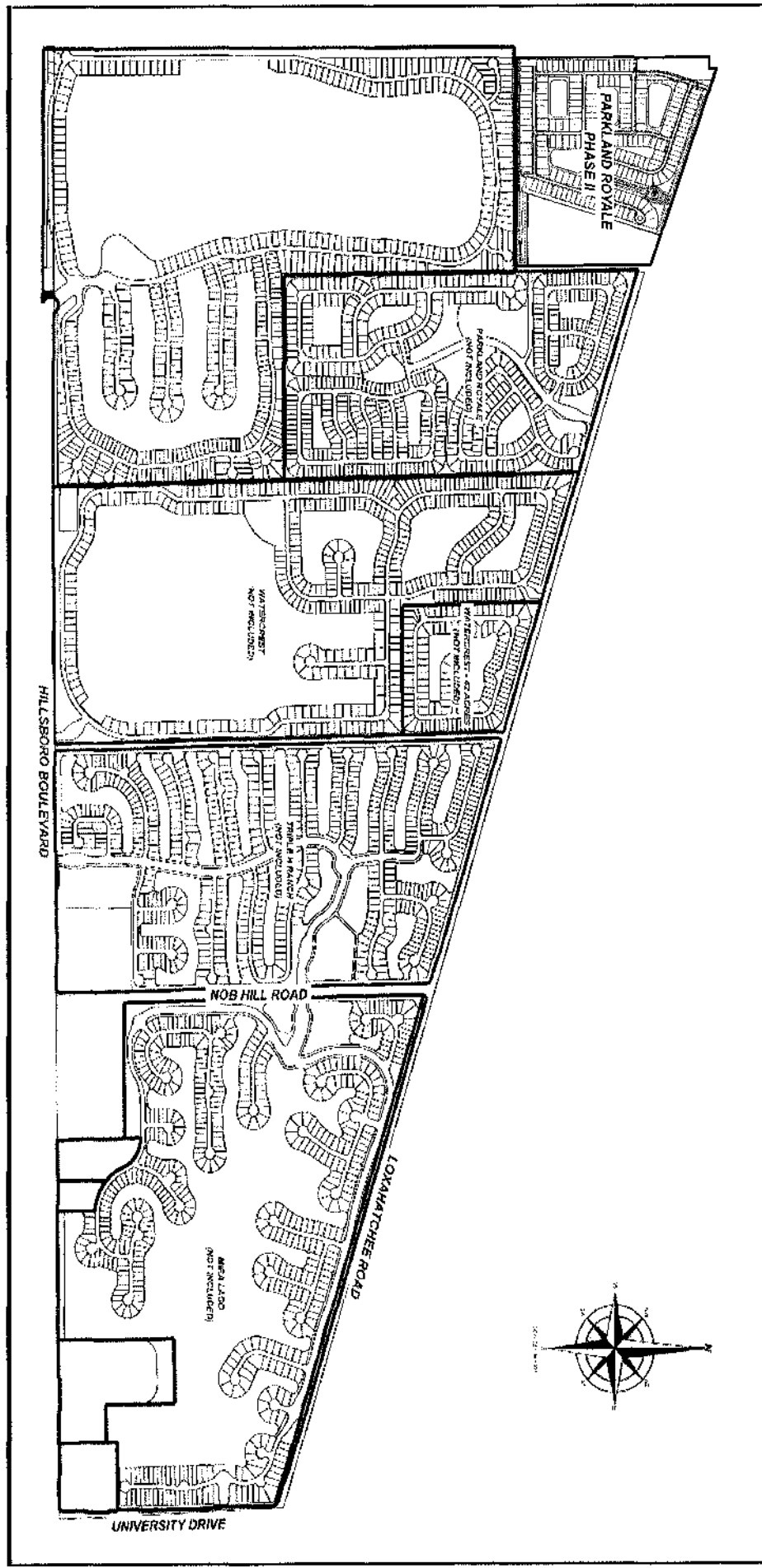
DEVELOPER

By:  _____

Print Name: Phil Serrate

Title: Vice President

Exhibit "A"
Assessment Area



FIFTH ORDER OF BUSINESS

STAFF REPORTS - A. MANAGER

II. Welcome Center Audio/Video/CCTV Proposal

PROPOSAL

50253

North Springs Improvement

11/3/2025

PERFECT TV INC

Attn: Rod Colon/ Katherine Castro

4141 N State RD 7

Project Title: Welcome Center Audio/Video/CCTV

Lauderdale Lakes, FL

33319

Description	Quantity	Unit Price	Cost
<u>Sound System:</u>			
QSC KW152 15" Active Loud Speaker	4	\$1,999.99	\$7,999.96
QSC Bracket for KW152	4	\$ 139.99	\$ 143.99
QSC KS118 High Output subwoofer	3	\$2,999.99	\$8,999.97
Triad In-ceiling speakers 8"	10	\$ 959.99	\$4,799.95
Triad outdoor 6.25" speakers	8	\$ 936.99	\$3,747.96
Episode Rock Speakers	4	\$ 509.99	\$2,039.96
Episode Rock series subwoofer	1		\$ 888.99
Triad 16 channel amplifier	2	\$2,637.99	\$5,275.98
Triad Audio Matrix	2	\$2,964.99	\$5,929.98
Sonance DSP 2 channel amplifier	1		\$2,200.00
Triad 8" in ceiling brackets	10	\$ 30.99	\$ 309.90
<u>Video and Control:</u>			
Pulse NeoX Video Matrix	1		\$10,079.00
Atlona Omega HDBaseT Transmitter	6	\$ 803.00	\$4,818.00
Atlona PTZ Camera w/ HDMI	2	\$ 983.00	\$1,966.00
Shure dual Microphone	1		\$1,599.00
Control4 Core5 Processor	1		\$3,887.99
Control4 Connect	1		\$ 250.00
Control4 Touchscreen	1		\$1,695.23

Description	Quantity	Unit Price	Cost
42U Equipment rack	1		\$2,300.00
Wattbox 1500 backup UPS and surge protection	1		\$1,670.28
Wattbox wb-800 IP power conditioner	1		\$1,057.99
Programming software and C4	1		\$15,000.00
Misc RJ45, keystones, plates, connectors, patch cables	1		\$ 950.00
<u>Network:</u>			
Araknis 520 router	1		\$ 907.99
Araknis 16 Port Gigabit Switch	1		\$ 599.99
Araknis Full POE+ gigabit switch	1		\$1,983.99
Access Networks A670	2	\$1,995.00	\$3,990.00
Access Networks outdoor B670	1		\$3,095.00
<u>Security Cameras CCTV:</u>			
Turing Video 16 Ch NVR	1		\$2,199.99
Turing Video Turrent 2.8mm IP cam	12	\$ 795.00	\$9,540.00
1 Year Turing License	10	\$ 150.00	\$1,500.00
Western digital 12TB hard drive	1		\$ 320.00
<u>DJ Equipment and Lighting:</u>			
Pioneer DJ Multiplayer DDJ-FLX10	1		\$1,999.99
XLR Audio Processor	1		\$2,799.99
DJ Consol rack	1		\$1,499.99
XLR microphone multi jack plate	2		\$ 400.00
RGB wall up lighting w/ low voltage transformer	1		\$8,500.00
Chauvet lighting bars and moving heads (ceiling mounted)	4		\$8,000.00
Labor (Install items above)	1		\$55,000.00

Description	Quantity	Unit Price	Cost
Equipment special order non-refundable			
Any additional work or materials requested/required to complete project will be billed at our standard rates			
Change of orders/project will be discussed prior to completion			
Total:			\$189,947.0

FIFTH ORDER OF BUSINESS

STAFF REPORTS - A. MANAGER

III. Welcome Center Pre-Wire Low Voltage Proposal

PROPOSAL

50252

North Springs Improvement

11/3/2025

PERFECT TV INC

Atten: Rod Colon/ Katherine Castro

4141 N State RD 7

Project Title: Welcome Center Pre-wire low voltage

Lauderdale Lakes, FL

33319

Description	Quantity	Unit Price	Cost
CAT6 Plenum White Solid Copper	6000	\$ 812.99	\$4,877.94
CAT6 Plenum Green Solid Copper	4000	\$ 812.99	\$3,251.96
CAT6 Plenum Blue Solid Copper	2000	\$ 812.99	\$1,625.98
XLR Cable	4000	\$ 797.00	\$6,376.00
Lutron Shade Wiring	4000	\$ 979.99	\$3,919.96
16/4 plenum Speaker Stranded Speaker wire	3000	\$ 709.99	\$4,259.94
14/4 plenum Speaker Stranded Speaker wire	1000		\$ 771.99
12/2 Lighting wiring	1000		\$ 747.00
Fiber HDMI Wiring	10		\$4,500.00
Kick plates and Colorado Joe's straps	200		\$ 345.00
Misc Materials (Smurf, conduit, JBOX, connectors, straps etc.)	1		\$ 750.00
Labor: Pre-wire welcome center building for data, voice, security cameras, audio, and video. 7 days completion time. Will free wire and pull all wiring to main data room.	1		\$15,000.00

Description	Quantity	Unit Price	Cost
Equipment special order non-refundable			
		Total:	\$46,425.77
****DOES NOT INCLUDE ANY SLEEVE WORK OR TRENCH TO OUTDOOR LOCATIONS****			

FIFTH ORDER OF BUSINESS

STAFF REPORTS - A. MANAGER

IV. North Springs Preserve Signage Proposal



PROPOSAL

Date: 11/26/2025

Quote #: 2025-112386

4100 N Powerline Rd.
Ste. L2-4
Pompano Beach, FL 33073
(561) 800-5054
billr@bocasign.com

Billing Address: North Springs Improvement District
Attn:Katherine Castro
9700 NW 52nd St
Coral Springs, FL 33076
954-796-5084
KatherineC@nsidfl.gov

Project Name: NSID North Springs Preserve
Project Address:9700 NW 52nd St
Coral Springs, FL 33076

Thank you for the opportunity to provide pricing for this project! If site conditions and the scope of work are to be verified in the field with an on-site technicl survey, pricing is to be considered budgetary. Pricing is based upon the attached Exhibit A - Scope Clarifications & Exceptions as well as Terms and Conditions provided herein. The included exhbits and this proposal shall consititute this entire agreement.

Line Item	Description	Quantity	Unit Price	Extended Price
	PROPOSED SCOPE OF WORK			
1	A-Main Entrance Sign- Digital Screens OAS 7'-10 1/2" H x 13'-2"W.	1	\$ 18,000.00	\$ 18,000.00
2	B-Mile Marker Sign-OAS 10'-0"H x 4 5/8"-4 7/8" Mile 1/Keep Going, etc.	8	\$ 6,800.00	\$ 54,400.00
4	D-Directional Pole Sign-OAS 6'-6"H x 2'-0" W each panel	6	\$ 6,800.00	\$ 40,800.00
5	E- Park Rules Pole Sign-OAS 3'- 8 1/8"H x 2'-3 3/4"W	3	\$ 5,200.00	\$ 15,600.00
7	Engineering	6	\$ 400.00	\$ 2,400.00
8	Inspection Fees	6	\$ 325.00	\$ 1,950.00
9	Installation	1	\$ 17,150.00	\$ 17,150.00
10	Design Time -30hrs	1	\$ 5,000.00	\$ 5,000.00
11	General Conditions: Transportation to job site, Storage of materials to jobsite, Project Management	1	\$ 2,500.00	\$ 2,500.00
12	Permit Fees: Billed at Cost	1	-	-
Subtotal				\$ 157,800.00
TAX EXEMPT				

Contact: Bill Reicherter
Email: billr@bocasign.com
Mobile: 561-800-5054

Grand Total	\$ 157,800.00
DEPOSIT	\$ 78,900.00

Payment Terms: 50% Deposit/ 40% After Permit Approval Before Install; 10% Upon Completion

Acceptance Of Proposal

Acceptance of this proposal is to be signed by and officer of customer and is expressly limited to the terms and conditions herein, any exhibits, and an agreed upon Terms and Conditions (collectively, along with any ammendments, the "Contract"), and as such shall consititute the entire agreement between the parties as to the Project. No different or additional terms shall apply unless agreed to in witting by Boca SignWorks, LLC. If this agreement is for more than \$100,000 it must be signed by a corporate officer to be valid!

NOTE: PROPOSAL/PRICES ARE VALID FOR 30 DAYS

Boca SignWorks, LLC	North Springs Improvement District
Date:	Date:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:

thank you

EXHIBIT A

SCOPE CLARIFICATIONS AND EXCEPTIONS

Exclusions

1. Specialized labor, including but not limited to: union, project labor agreements, prevailing wages, and/or supplier diversity
2. Permit fees, to be invoiced in addition to the contract total, as a pass-through cost submitted with proper documentation
3. Special inspections, 3rd party inspections, and/or additional certification
4. After-hours, weekend, or holiday work
5. In-wall and/or in-ceiling blocking
6. Includes final connection. Excludes extension of primary wiring- 6" feet, photocells, timeclocks, and/or grounding rods
7. Removal or disposal of existing items (unless included in original contract)
8. Dirt removal, grading and/or landscaping (unless included in original contract)
9. Painting, patching, concrete repair, waterproofing, and/or fireproofing
10. Costs associated with revisions dictated by final engineering not apparent in the bid documents
11. Marking private utilities such as sprinkler lines, parking lot lighting, other private undergrounds, etc.
12. Unforeseeable ground conditions which may alter the type of footing, necessary labor, and/or materials
13. Blocking, bracing, or additional supports for walls or structures that are deemed not structurally sound for installation attachment

Project Scope Clarifications

- a) Finishing. Items are designed and constructed for a viewing distance as applicable to the final installation location and pedestrian and/or vehicle traffic.
- b) Design Files. The Project Price quoted in the Proposal is based on receiving vector art files, CAD, and/or Revit files from the designer as applicable to the scope of work.
- c) Engineering. The structures will be engineered to withstand only the work shown. Additional elements not be added to the structure.
- d) Electronic Message Centers. Internet access to electronic message centers is required for the provided service labor warranty. Units without the established internet connection will maintain a parts warranty only.
- e) Reuse of Existing. The Proposal price is based on any existing elements intended to be reused being in good repair, at the dimensions represented, and needing no other work than what is listed in Boca SignWorks, LLC scope. If an element is structurally unsound, the dimensions are different, or work beyond that contemplated in the Proposal is necessary to make the element into a completely refurbished item, ONYX-FAB / Boca SignWorks, LLC will notify Customer immediately upon Boca SignWorks, LLC discovery of these conditions and inform Customer of costs to remedy.
- f) Quality Control. Customer is to confirm approval of satisfactory fabrication before items are sent to the job site.
- g) Project Site Readiness. To avoid additional mobilizations and delay costs, formal sign-off by an authorized representative of Customer is to confirm that Project installation site is ready prior to Boca SignWorks, LLC dispatching an installation crew.
- h) Controlled Access: Boca SignWorks, LLC to provide a controlled access zone around the perimeter of the day's work area via delineator posts, safety cones, and caution tape. Alternate methods of securing the area are not included in our pricing unless specifically noted otherwise. Additional requirements that may be required by the governing code which are not specified in the scope of work documents may be subject to additional fees.

Customer Initial _____

i) Punch List Policy. Customer and its agents will prepare a single, comprehensive list of any and all punch list items that require Boca SignWorks' attention after substantial completion of the installation. Boca SignWorks, LLC will attend to punch list items in one trip to minimize interruptions at the Project site.

j) Mobilization and Storage. The Project work set forth in the Contract (collectively, the "Work") is expected to be installed all at one time unless specifically stated otherwise on the face of this Contract. Additional mobilizations necessary to complete the Work due to the building or site not being completely ready will incur a charge and Customer hereby agrees to pay such charges. If Customer advises Boca SignWorks, LLC that the entire project cannot be installed at that time and/or requires Boca SignWorks, LLC to make a partial installation mobilization charges and storage fees will apply.

k) Package Pricing. The Work quoted is based upon all the Work being done at the same time. If the quantity of items is reduced or if the time of performance is extended or spaced out for any reason not the fault of Boca SignWorks, LLC, the unit prices are subject to revision to cover the costs of extended performance, reduction in quantity efficiency, or general conditions and overhead being covered or carried over by fewer or smaller items.

l) Customer-Provided Services. Unless otherwise noted in this Contract, the Customer shall provide:

- Clear, unhindered access to areas of the Project Location that Boca SignWorks, LLC may utilize in the performance of the Work
- Access to the Project Location for Boca SignWorks, LLC at reasonable times
- Suitable space for receipt, inspection, acceptance and staging of materials, elements, and equipment
- Temporary utilities and facilities surrounding and on the Project Location, freight elevators
- Material lifts as necessary for progress and execution of the Work
- Security normal for the Project Location.

m) Bonds. Bond costs which may be listed on the quote include bonding for the initial one-year warranty period unless stated otherwise. Additional costs will apply for extended warranties.

Customer Initial _____

FIFTH ORDER OF BUSINESS

STAFF REPORTS - A. MANAGER

- V. Interlocal Agreement with the City of Parkland for Force Main
Relocation

FORCE MAIN RELOCATION AGREEMENT

This Force Main Relocation Agreement (the “Agreement”) is entered into by and between the City of Parkland, a Florida municipal corporation, (the “City”) and the North Springs Improvement District, an independent special district and public corporation of the State of Florida (“NSID”)(the City and NSID are each a “Party” and collectively, the “Parties”).

WHEREAS, the City is the owner of fee simple title to approximately 36 acres of real property known as Wedge Preserve Park, generally located at 8400 Nob Hill Road, Parkland, Florida, 33067 (the “Park”); and

WHEREAS, the City is currently in the process of constructing the Park, and, during the clearing and grubbing phase of construction, it was discovered that the sewer lift station located inside the adjacent Miralago Community was connected to the main service line on West Hillsboro Blvd. and the conduit connecting the lift station to West Hillsboro Blvd. (the “Force Main”) traverses through the Park; and

WHEREAS, the City desires to relocate the Force Main to redirect the main line to the outside perimeter of the Park property into an existing utility easement located to the north of the Park between the Park and the Miralago community, as described and depicted in the Force Main Relocation Plans, attached as Exhibit “A”, (the “Force Main Relocation”) which were prepared by DRMP, Inc. (the “Engineer”); and

WHEREAS, NSID has indicated that NSID is willing to cause the performance of the construction work necessary to provide for the Force Main Relocation; and

WHEREAS, the City and NSID desire to enter into this Agreement for NSID to perform, or cause to be performed, the Force Main Relocation Work for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. *Recitals.* The above “WHEREAS” clauses are true and correct and are made a part of this Agreement.
2. *Relocation Work.*
 - 2.1 NSID shall perform, or cause to be performed, the Force Main Relocation construction work in accordance with the specifications and drawings set forth in the Force Main Relocation Plans attached as Exhibit “A” (collectively, the “Work”).
 - 2.2 Upon a notice to proceed issued by the City, NSID shall have 120 calendar days thereafter (the date that is 120 calendar days thereafter is the “Substantial Completion Date”) to achieve Substantial Completion of the Work. The City shall

issue the notice to proceed after NSID obtains all permits required from the Florida Department of Environmental Protection (“FDEP”) to perform the Work.

- 2.3 “Substantial Completion of the Work” means the date certified by FDEP when the Work is sufficiently complete, in accordance with the Force Main Relocation Plans, attached as Exhibit “A”, in a manner that NSID may utilize the relocated Force Main for the use for which it is intended and that the Force Main is no longer traversing through the Park (other than on the perimeter as depicted in the Force Main Relocation Plans).
 - 2.4 NSID, or a general contractor hired by NSID to perform the work (the “NSID Contractor”), shall submit a permit application to the appropriate permitting authority, for a permit to perform the Work as set forth in the Force Main Relocation Plans, attached as Exhibit “A”. The City shall waive the City permit fees for the Work to the extent permitted by law.
 - 2.5 No alterations, except those required by FDEP that do not impact the City’s development of the Park, shall be made to the Force Main Relocation Plans or the Work without the prior written approval of the City for such alterations.
 - 2.6 Following Completion of the Work, NSID shall provide the City with signed and sealed certified as-builts for all Work performed under this Agreement.
3. *Compensation.* In consideration of the performance of the Work in accordance with the terms of this Agreement, the City shall pay NSID in an amount not to exceed \$248,445.00 (the “Total Compensation”) based on the compensation breakdown, attached as Exhibit “B”. Payment to NSID shall be due as follows:
- 3.1 The City shall pay a deposit in the amount of 10% of the Total Compensation (\$24,844.50) to NSID upon execution of this Agreement by the Parties.
 - 3.2 The City shall pay the remaining balance of the Total Compensation (\$223,600.50) to NSID within five days after Substantial Completion of the Work as defined in Section 2.3.
4. *Term and Termination.*
- 4.1 This Agreement shall commence upon execution by the Parties and shall continue until Substantial Completion of the Work is achieved, unless terminated earlier as provided in Section 4.2 below.
 - 4.2 This Agreement may be terminated for cause by the City if NSID breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) days receipt of written notice identifying the breach. Upon termination by the City for cause, NSID shall restore the City property and Work area to its condition before the Work was performed or to such condition as approved in writing by the

City. If NSID fails to make such restorations within thirty (30) days after termination, City may make them and then invoice NSID for the costs thereof. NSID shall pay such invoice within thirty (30) days after receipt.

5. *Ownership of Improvements.* Upon Completion of the Work, NSID shall own, operate and maintain all of the water and waste water infrastructure, including the Force Main, constructed or relocated pursuant to this Agreement.
6. *Damage to City Property.* If NSID or the NSID Contractor takes any action or makes any omission that causes or results in alterations or damage to City owned property, NSID shall, at its own expense, restore such property to its condition before the alterations or damages. If NSID fails to make such restoration within thirty (30) days after the City's request, the City may make the restoration. If the City elects to make the restoration, it will invoice NSID for the costs thereof. NSID shall pay such invoice within thirty (30) days after receipt.

7. *Indemnification.*

- 7.1 The City and NSID are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees, to the extent and within the limitations specified in Section 768.28.
- 7.2 If NSID contracts with a third party to perform the Work, or any portion of the Work, NSID shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification. Contractor shall indemnify and hold harmless the City of Parkland (the "City") and all of the City's officers, agents, and employees (each is an "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by contractor, or any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from the City, defend each Indemnified Party with counsel satisfactory to the City or, at the City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement

- 7.3 Nothing herein shall constitute, or be construed as, a waiver of sovereign or qualified immunity by the City or NSID or as a waiver beyond the limits set forth in Florida Statute, Section 768.28, or of any defense available to the City or NSID as set forth in Section 768.28, Florida Statutes, or in any other provision under applicable law.

7.4 The obligations of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. *Insurance.*

8.1 Within five (5) days after request by the City, NSID shall provide City with written verification of liability protection that meets or exceeds any requirements of Florida law.

8.2 If NSID contracts with one or more third parties to perform any of NSID's obligations set forth in this Agreement, NSID shall require that each third party procure and maintain the following insurance coverages:

(a) Commercial Liability Insurance shall be provided, which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations.
- Independent Contractors.
- Products and/or Completed Operations for contracts.
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

(b) Commercial Automobile Liability Insurance shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

(c) Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws.

NSID shall ensure that all such third parties name "the City of Parkland, Florida, and its elected officials, officers, agents, and employees" as an additional insured and certificate holder under the applicable insurance policies, except for Workers Compensation. NSID shall not permit any third party to provide services of Work required by this Agreement until the insurance requirements of the third party under this Section 8 are met and evidence of all insurance required by this section, including a copy of the applicable certificate of insurance, is provided to the City.

8.3 Coverage under the required insurances is not to cease and is to remain in force (subject to cancellation notice) until all performance required of NSID is completed. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.4 The required insurance coverages required under this Section 8 shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

- Financial Stability – A
- Financial Size - VIII

9. *Payment of Subcontractors.* NSID shall ensure that all subcontractors, laborers, or other providers of goods and services, including but not limited to an NSID Contractor, are paid in full for services properly rendered in accordance with applicable law. This shall be the full and sole responsibility of NSID and a requirement for payment from the City.

10. *Public Records.* NSID shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if NSID does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of NSID or keep and maintain public records required by the City to perform the Work. If NSID transfers all public records to the City upon completion of the Contract, NSID shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NSID keeps and maintains public records upon completion of the Agreement, NSID shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the

City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF NSID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NSID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-757-4132 or cityclerk@cityofparkland.org.

11. *Safety.* NSID, or the NSID Contractor if NSID utilizes an NSID Contractor to perform the Work, shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and for complying with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
12. *Notices.* Any notice or communication required or permitted to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be deemed given when personally delivered or 72 hours after being deposited in the United States Mail, certified, return receipt requested, with postage prepaid, or 24 hours after being given to an overnight courier for delivery, or when transmitted by telegraph or telex, charges prepaid, or other electronic means, addressed as follows:

If to NSID: North Springs Improvement District
9700 NW 52nd Street
Coral Springs, FL 33076
Attn: Rod Colon, District Manager
Email: rcolon@nsidfl.gov

With a copy to: Goren Cherof Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Attn: Brian Sherman, Esq.
Email: bsherman@gorencherof.com

If to City: City of Parkland
6600 N. University Drive
Parkland, Florida 33067
Attn: Nancy Morando, City Manager
Email: nmorando@cityofparkland.org

With copy to: Weiss Serota Helfman Cole & Bierman, PL
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Attn: Anthony C. Soroka, Esq.
Email: asoroka@wash-law.com

Any party hereto may, by giving five (5) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which notice shall be given.

13. *General Provisions.*

- 13.1 *Governing Law.* This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida. Venue for any litigation shall be in Broward County, Florida.
- 13.2 *Severability.* In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- 13.3 *Independent Contractor.* NSID is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither NSID nor its agents shall act as officers, employees, or agents of the City. NSID has no power or right to bind City to any obligation not expressly undertaken by the City under this Agreement.
- 13.4 *No Third-Party Beneficiaries.* Neither City nor NSID intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 13.5 *Assignment and Performance.* Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by NSID without the prior written consent of the City, which consent may be withheld in the City's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit City to immediately terminate this Agreement, in addition to any other remedies available to City at law or in equity.

NSID represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. NSID agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

- 13.6 *Compliance with Laws.* NSID shall comply with all applicable laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 13.7 *Binding Effect, Entire Agreement, Modification.* This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Agreement embodies the entire contract between the parties hereto with respect to the Project and supersedes any and all prior agreements and understandings, written or oral, formal or informal. No modifications or amendments to this Agreement, of any kind whatsoever, shall be made or claimed by City of NSID, and no notices of any extension, change, modification or amendment made or claimed by the City or NSID shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by the City and NSID.
- 13.8 *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 13.9 *Survival.* Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination or expiration pursuant to the insurance and/or indemnification obligations set forth in this Agreement shall survive the termination or expiration of this Agreement.
- 13.10 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.
- 13.11 *Interpretation.* All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted. Any period measured in "**days**" shall mean consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday or legal holiday automatically will be extended to the next day that is not a Saturday, Sunday or legal holiday.
- 13.12 *Exhibits.* All exhibits, schedules or attachments referred in this Agreement are expressly incorporated by reference in this Agreement.

13.13 *Litigation.* In the event of any litigation between the parties to this Agreement relating to or arising out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs, including such fees and costs at trial and on appeal.

13.14 *Time of the Essence.* Time is of the essence for NSID's performance of NSID's obligations under this Agreement.

13.15 *Waiver of Jury Trial.* EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JURY ADVISORY COMMITTEE IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

FORCE MAIN RELOCATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

NSID:

North Springs Improvement District, a
Political Subdivision of the State of Florida

By: _____
Name: _____
Title: _____
Date: _____

CITY:

CITY OF PARKLAND, a Florida municipal
corporation

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT “A”
FORCE MAIN RELOCATION PLANS

UTILITY PLANS

FOR

WEDGE PRESERVE PARK

FORCE MAIN RELOCATION

CITY OF PARKLAND, FLORIDA



8400 NOB HILL ROAD
PARKLAND, FL 33076



CITY OFFICIALS

MAYOR: *RICHARD WALKER*

VICE MAYOR: *JORDAN ISROW*

COMMISSIONERS: *SIMEON BRIER*
CINDY MURPHY-SALOMONE
NEIL KANTERMAN



6853 SW 18TH STREET, SUITE 310, BOCA RATON, FL 33433

JULY, 2025
DRMP PROJECT NO. 22-0512.000

PROJECT SHEET INDEX

C9.0	COVER SHEET
C9.1	GENERAL NOTES
C9.2	DEMO PLAN
C9.3	PLAN AND PROFILE - HDD
C9.4	PLAN AND PROFILE - HDD
C9.5	SANITARY SEWER DETAILS



DRMP, Inc.
WWW.DRMP.COM

6853 SW 18th Street
Boca Raton, FL 33433
Ph: 561.451.8142

Plans Prepared By:
DRMP, Inc.

This item has been digitally signed and sealed by Ross Lee Hackethal, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

[illegible]

Designed: RH	
Drawn: CPD	
Checked: BL	
Job No.: 22-0512.000	
Date: 7/28/2025	© 2025

COVER SHEET

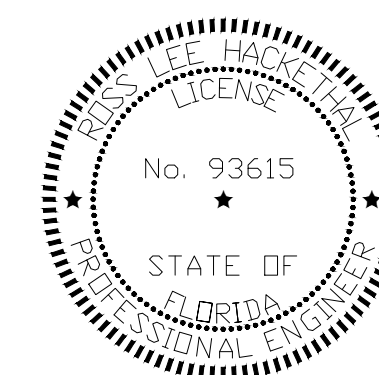
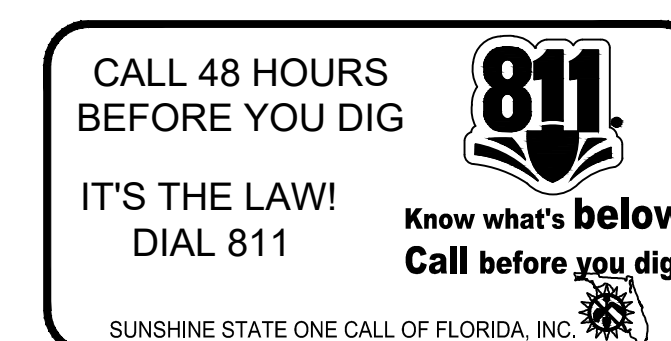
WEDGE PRESERVE PARK

FORCE MAIN RELOCATION

CITY OF PARKLAND, FLORIDA

THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.
SEE GENERAL NOTES FOR
MASTER LEGEND.

Sheet No.
C9.0



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

[Redacted Signature]

ON THE DATE ADJACENT TO THE SEAL.

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

DRMP, INC

1404 DEAN ST SUITE 101
FORT WORTH, TX 76101
PHONE: (252) 260-5095 TOLLFREE: (252) 260-5095
ROSS LEE HACKETT, P.E.
LICENSE NO. 00815



--

Plans Prepared By:

[illegible]Designed: RH

Checked: RI

© 2025

[illegible][illegible]

143

ARTIC

P

TE
V
-C
FLO

NE RE

REFERENCES

EN P M OF I

G E

ERROR

F

	Date _____
--	------------

[illegible]

THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT

MASTER LEGEND.

22

1 ALL CONST

17. TH

- ENVIRONMENTAL

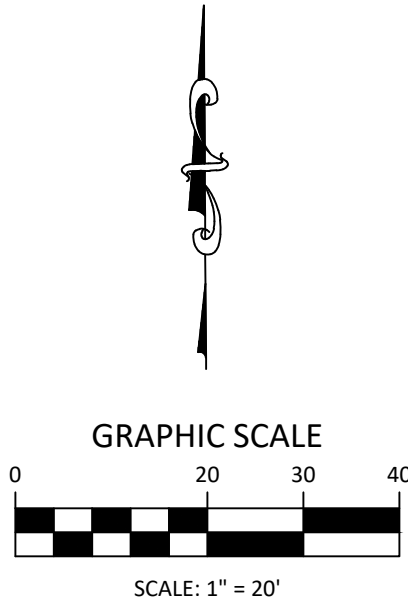
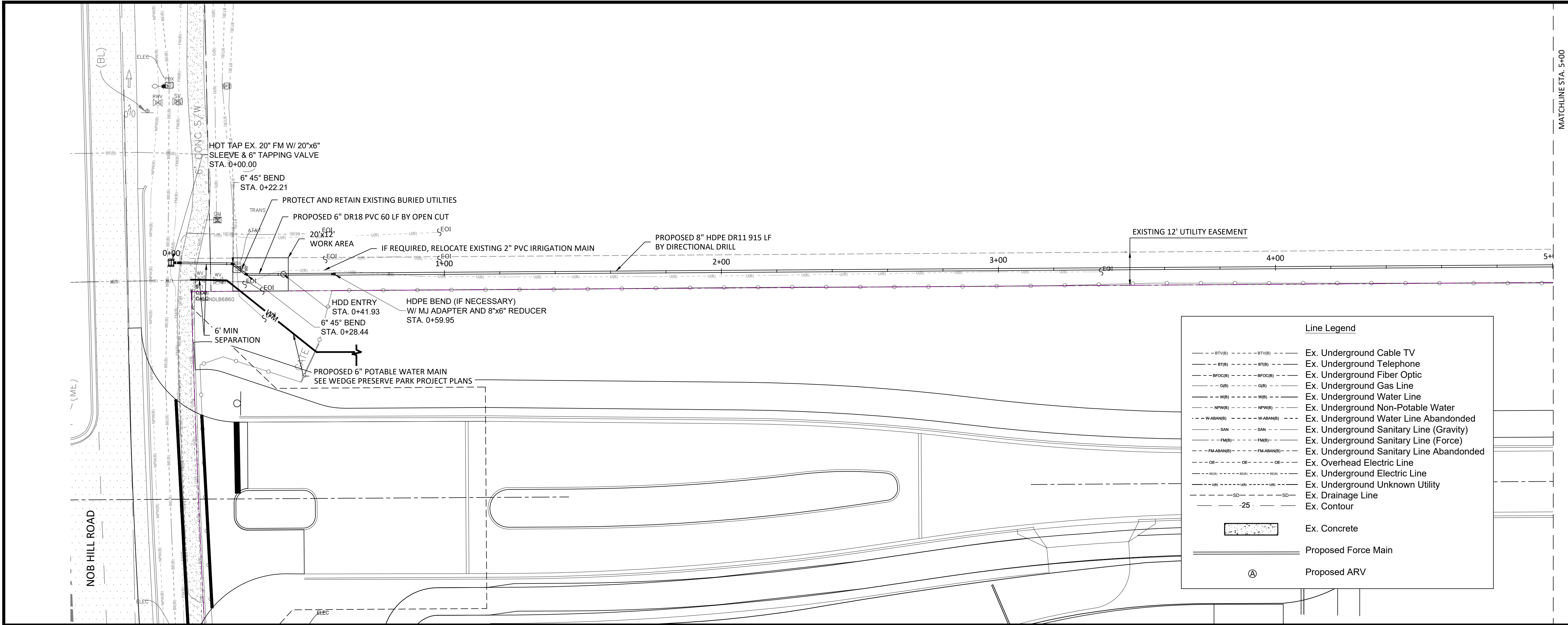
21. CONTRACT

- RIGHT-OF-WAY

32. ALL CONS

- ## UTILITIES

39. LOCAL INFECTION



DRMP
DRMP, Inc.
WWW.DRMP.COM

6853 SW 18th Street
Boca Raton, FL 33433
Ph: 561.451.8142

Plans Prepared By:
DRMP, Inc.

This item has been digitally signed and sealed by Ross Lee Hackett, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

No.	Date	Revision
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Designed: RH
Drawn: CPD
Checked: BL
Job No.: 22-0512.000
Date: 7/28/2025 © 2025

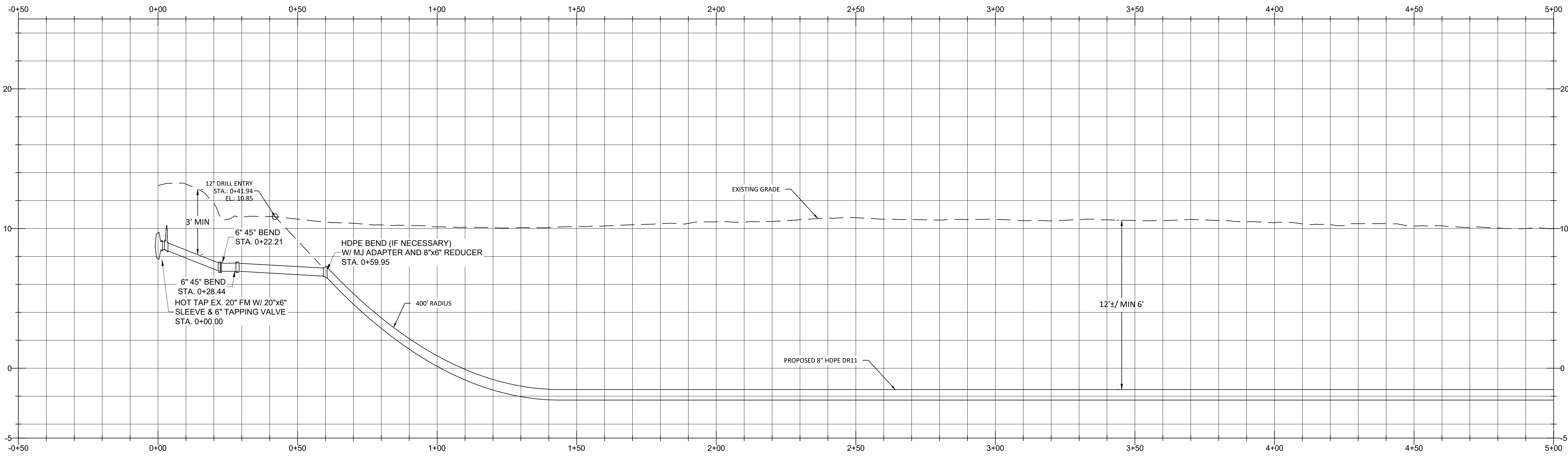
PLAN AND PROFILE HDD

**WEDGE PRESERVE PARK
FORCE MAIN RELOCATION**

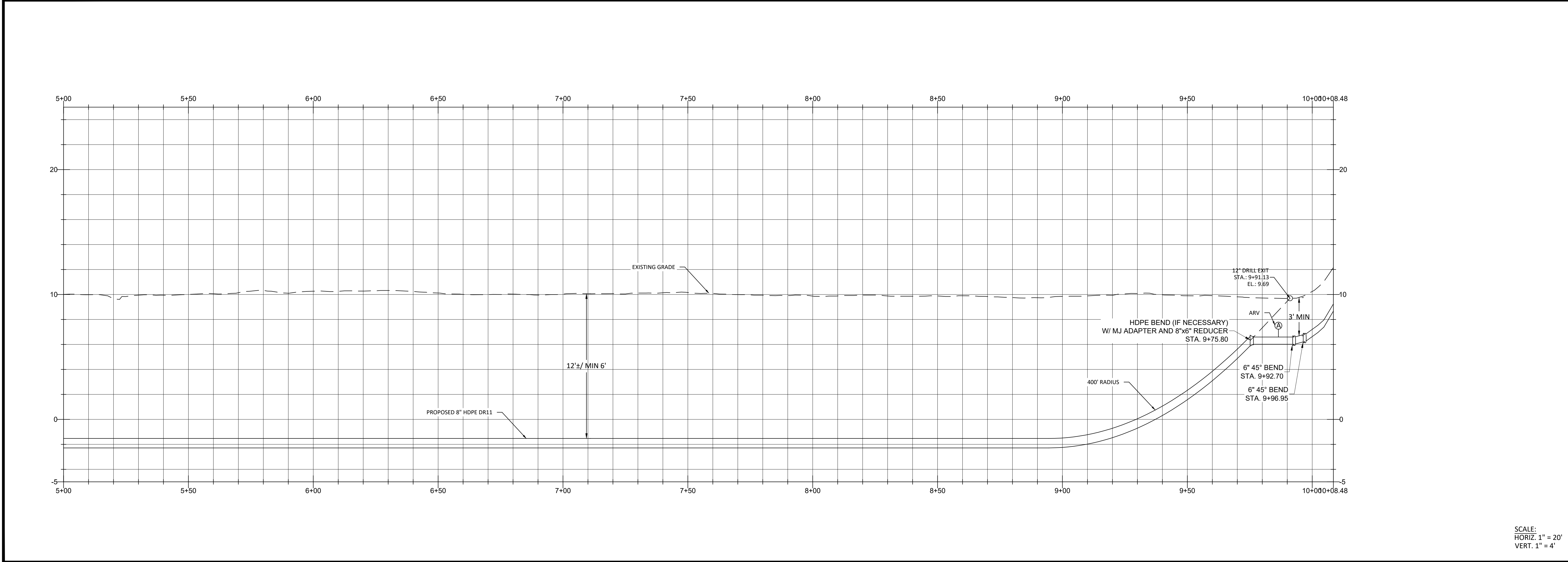
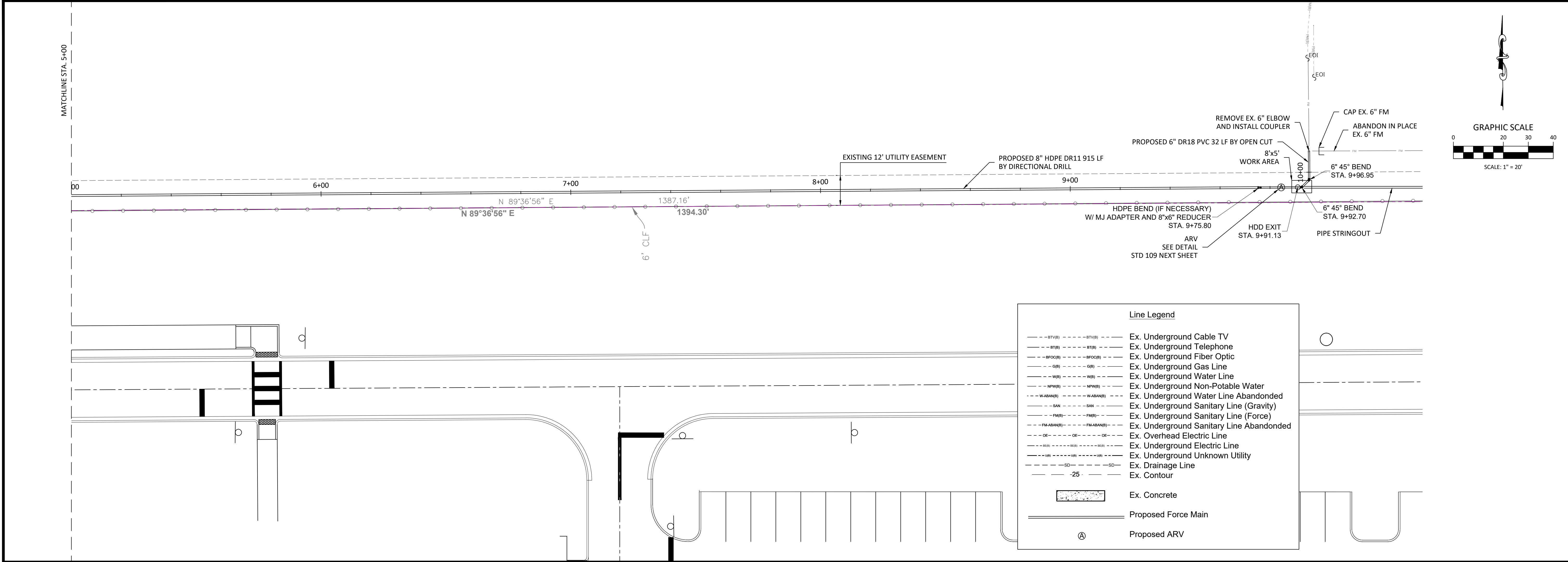
CITY OF PARKLAND, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
C9.3



SCALE:
HORIZ. 1" = 20'
VERT. 1" = 4'



BROWARD COUNTY PUBLIC WORKS DEPARTMENT	WATER & WASTEWATER SERVICES ENGINEERING DIVISION 3515 WEST COFAIR ROAD FORTLAUDERDALE, FL 33609 PHONE NO. 954-831-0745 FAX: 954-831-0925	<h1>STANDARD DETAIL</h1>
<div data-bbox="399 1205 784 1334"> </div> <div data-bbox="589 1361 692 1379"> <p><u>2" AND 3" PIPE</u></p> </div> <div data-bbox="415 1443 857 1567"> </div> <div data-bbox="570 1567 717 1584"> <p><u>4" AND LARGER PIPE</u></p> </div> <div data-bbox="512 1631 778 1712"> <ol style="list-style-type: none"> 1. INSTALL 2" PIPE AT BOTH ENDS OF LINE TO BE ABANDONED. GROUT IN PLACE WITH QUICK SETTING HYDRAULIC CEMENT. 2. PUMP FLOWABLE GROUT FROM ONE END, OR INTERMEDIATE POINTS ALONG THE PIPELINE, UNTIL PIPE IS FILLED AS WITNESSED BY THE DISCHARGE FROM 2" PIPE(S). REMOVE 2" PIPE AND FILL WITH QUICK SETTING HYDRAULIC CEMENT. </div>		
REPLACES FORMER DWG NO. 142 REVISED 2/23/2011	<p>PIPE TO BE ABANDONED</p>	<p>FIGURE</p> <h1>142</h1>

BROWARD COUNTY PUBLIC WORKS DEPARTMENT	WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2351 WEST COFFMAN ROAD FORT LAUDERDALE, FL 33309 PHONE NO. 954-831-0745 FAX 954-831-0912	<h1>STANDARD DETAIL</h1>
<div data-bbox="1001 1189 1477 1369"> </div> <div data-bbox="1184 1373 1239 1387"> <p><u>PROFILE</u></p> </div> <div data-bbox="1059 1447 1364 1549"> </div> <div data-bbox="1196 1567 1233 1584"> <p><u>PLAN</u></p> </div> <div data-bbox="1101 1610 1327 1631"> <p><u>AT EXISTING VALVE OR FITTING</u></p> </div> <div data-bbox="1144 1639 1294 1653"> <p><u>SEQUENCE OF CONSTRUCTION</u></p> </div> <div data-bbox="1095 1657 1358 1735"> <ol style="list-style-type: none"> 1. RESTRAIN VALVE OR FITTING. CONTRACTOR TO PROVIDE TEMPORARY RESTRAINT AS REQUIRED. 2. REMOVE EXISTING PIPE FOR NEW CONCRETE PLUG. 3. INSTALL PLUG INTO BELL OF VALVE OR FITTING AND CAP ON END OF EXISTING PIPE TO BE ABANDONED. 4. INSTALL ALL THREAD RODS (COATED, 3/4" DIA., MIN) AND POUR CONCRETE PLUG. </div>		
REPLACES FORMER DWG NO.143 REVISED 2/23/2011	<div data-bbox="1107 1794 1358 1845"> <p>PIPE TO BE ABANDONED (LIVE LINE 4" AND LARGER)</p> </div> <div data-bbox="1428 1790 1513 1857"> <p>FIGURE 143</p> </div>	

The diagram illustrates a cross-section of a pipe installation trench. The pipe is shown in the center, surrounded by bedding and backfill. The layers are labeled as follows:

- FINISHED PAVEMENT GR-DE**: The top layer of the trench.
- BACKFILL, NOT LARGER THAN 3" PL-CED IN 6" LAYERS, COM-P-CED WITH MECHAN-I-CAL VIB-R-ATION TO 98% OF M-XIMUM DENSITY PER A-SHTO T-180**: The upper backfill layer.
- B-CKFILL, NOT LARGER THAN 1" PL-CED IN 6" LAYERS & THOROUGHLY TAMPED TO 98% OF M-XIMUM DENSITY PER A-SHTO T-180**: The lower backfill layer.
- 3/4" W-SHED ROCK CRADLE MANUALLY EXCAVATE 6" (MIN.)**: The layer immediately surrounding the pipe.
- UNDISTURBED ST-BILIZED ROCK OR M-TERIAL**: The base layer of the trench.

Dimensions and other details include:

- 18" MIN. (6PC)**: Vertical dimension for the upper backfill layer.
- 24" MIN. (PC)**: Vertical dimension for the lower backfill layer.
- 12"**: Horizontal dimension for the bedding layer on each side of the pipe.
- O.D.**: Outside diameter of the pipe.
- 6"**: Vertical dimension for the rock cradle layer.
- M-X WATER LEVEL PERMITTED DURING CONSTRUCTION**: Indicated by a horizontal line on the left side of the trench.

SANITARY SEWER SYSTEMS AND/OR REUSE WATER MAINS SHOULD CROSS UNDER POTABLE WATER MAINS WHENEVER PHYSICALLY POSSIBLE. SANITARY SEWER SYSTEMS AND/OR REUSE WATER MAINS SHALL BE INSTALLED AT LEAST 18 INCHES BELOW POTABLE WATER MAINS. LAKE COUNTY SPECIFICATIONS REQUIRE THE FOLLOWING:

POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL SEPARATION DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE.

A WHERE THE SANITARY SEWER SYSTEMS AND/OR REUSE WATER MAINS MUST CROSS OVER POTABLE WATER MAINS, THE MINIMUM VERTICAL SEPARATION DISTANCE SHALL BE 18 INCHES VERTICAL SEPARATION DISTANCE, OR MUST CROSS OVER THE WATER MAIN, IRREGARDLESS OF THE VERTICAL SEPARATION DISTANCE. THEN THE POTABLE WATER MAIN AND/OR THE REUSE WATER AND THE POTABLE WATER MAIN PIPING MATERIAL MUST BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING.

B. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL CROSSINGS SHALL ALWAYS BE MADE WITH AN APPROVED METHOD OF JOINT PROTECTION. ALL POTABLE WATER MAIN JOINTS AND THE POTABLE WATER MAIN PIPE JOINTS ARE EQUIJOSTANT FROM THE POINT OF CROSSING PIPIES CENTERED ON CROSSING JOINTS. JOINTS SHALL BE MADE BY THE USE OF THE SAME JOINT TYPE AS ALL OTHER JOINTS. ADDITIONALLY, ALL JOINTS ON THE POTABLE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

2. A MINIMUM OF A 10-FOOT HORIZONTAL SEPARATION DISTANCE SHALL BE MAINTAINED BETWEEN SANITARY SEWERS AND POTABLE WATER MAINS IN PARALLEL INSTALLATIONS WHENEVER PHYSICALLY POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION FOR A REUSE WATER MAIN IN REFERENCE TO A POTABLE WATER MAIN SHALL BE 10 FEET. IF THE SEWER IS LOCATED LESS THAN 3 FEET OUTSIDE TO OUTSIDE OF PIPE, WHOICHEVER IS GREATER, IN SOME CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN THE HORIZONTAL SEPARATION, THEN THE POTABLE WATER MAIN SHALL BE INSTALLED IN A TRENCH OR ABOVE THE SEWER SEPARATION DISTANCE POSSIBLE. IN A SEPARATE TRENCH OR, ON AN UNDISTURBED EARTH SURFACE SELF, BUT AT SUCH AN ELEVATION AS THAT THE BOTTOM OF THE POTABLE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER SYSTEM AND/OR REUSE WATER MAIN, THUS CONFORMING TO THE SEWER CROSSING STANDARDS. WHENEVER THE MINIMUM STANDARDS ARE EXCEEDED, THE MINIMUM STANDARDS SHALL BE MAINTAINED. THE POTABLE WATER MAIN SHALL BE INSTALLED IN A TRENCH OR ABOVE THE REUSE WATER MAIN AND THE POTABLE WATER MAIN PIPING MATERIAL MUST BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP). (SEE 16).

3. ALL DIP SHALL BE CLASS 50 OR HIGHER ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN.

4. FITTINGS SHALL BE PAID FOR AS DUCTILE IRON COMPACT FITTING WEIGHT.

WATER & FORCE MAIN NOTES

ALL FORCE MAINS AND WATER MAINS ARE DESIGNED FOR A MINIMUM WORKING PRESSURE OF 150 PSI. HAVE COMPRESSION TYPE BELL JOINTS AND BE EITHER ANSI/AWWA C-1515-14T 42" O.D. DUCTILE IRON PIPE (D.I.P.), CLASS 50 FOR 6" DIAMETERS AND LARGER AND ANSI/AWWA C-900-17 20" O.D. DUCTILE IRON PIPE OR MORE THAN 8" OR ANSI/AWWA C-900-17 20" PIPE WITH A MAXIMUM SDR OF 18, OR L.O.D IP WATER MAINS SHALL BE CEMENT LINED AND SEAL SEALED IN ACCORDANCE WITH LANSING STANDARD. ALL DIP OR REUSE WATER MAINS SHALL BE COATED OUTSIDE WITH A BITUMINOUS COATING APPROXIMATELY ONE MIL THICK. INSIDE COATINGS ARE NOT REQUIRED. COATINGS SHALL BE REMOVED IF NOT APPROPRIATE FOR THIS APPLICATION.

<p>SANITARY SEWER DETAILS</p> <p>WEDGE PRESERVE PARK</p> <p>FORCE MAIN RELOCATION</p> <p>CITY OF PARKLAND, FLORIDA</p>	<p>THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.</p>
	<p>Sheet No.</p> <p>C9.5</p>

EXHIBIT "B"
COMPENSATION BREAKDOWN

Item	Amount
6" DR 18 Open Cut and/or 8" HDPE DR-11 Directional Bore	147,660.00
Temperature Safety Valve (20" x 6")	22,540.00
Air Release Valve	23,345.00
Mechanical Joint Reducer (2ea) 8"x6"0	5,400.00
Mechanical Joint 45 Bend (6 ea) 6"	9,000.00
Connection to Existing	2,800.00
Cut & Cap Existing Force Main (2 ea)	6,600.00
Grout Existing Force Main	15,430.00
Force Main Testing	4,420.00
Force Main Layout & As-builts	11,250.00
Fencing Removal and Reinstall (included as necessary)	0.00
Sod Replacement (included as necessary)	0.00
	248,445.00

RESOLUTION NO. 2025-090

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
PARKLAND, FLORIDA, APPROVING AND AUTHORIZING THE
APPROPRIATE CITY OFFICIAL TO EXECUTE THE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PARKLAND AND THE NORTH SPRINGS IMPROVEMENT
DISTRICT (NSID) FOR RELOCATION OF THE FORCE MAIN
AT WEDGE PRESERVE PARK; PROVIDING FOR EXECUTION;
PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, during initial construction at Wedge Preserve Park, utility location efforts revealed that the Miralago Community's sewer lift station is connected to the main service line on West Hillsboro Boulevard, with the conduit traversing the park property; and

WHEREAS, the current configuration is unfavorable for park operations and maintenance, and needs to be relocated; and

WHEREAS, the City of Parkland's (City) design team has proposed redirecting the force main outside the park property into an existing utility easement north of the park (the proposed work); and

WHEREAS, North Springs Improvement District (NSID) is the Authority Having Jurisdiction (AHJ) for the service line and possesses the expertise required for the redirection of the sewer utility; and

WHEREAS, the City desires to enter into an Interlocal Agreement with NSID for construction services for relocation and installation of the force main for \$248,445 with an additional \$23,555 in contingency allowance for City authorized expenditures for a total of up to \$272,000; and

WHEREAS, staff is requesting to enter into this Interlocal Agreement to provide for payment of the proposed work to NSID; and

WHEREAS, the City Commission hereby determines it to be in the best interest of the residents of the City to approve the Interlocal Agreement with NSID for construction services for the force main redirection.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

Section 1. The above referenced "WHEREAS" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Interlocal Agreement with North Springs District (NSID) for construction services required for the force main redirection for the

amount of \$248,445 with an additional \$23,555 in contingency allowance for City authorized expenditures for a total of up to \$272,000.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. That appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS 19th DAY OF NOVEMBER 2025.

CITY OF PARKLAND, FLORIDA



RICHARD W. WALKER
MAYOR

ATTEST:



ALYSON MORALES, MMC
CITY CLERK

Record of the vote

Mayor Walker	<u>yes</u>
Vice Mayor Isrow	<u>yes</u>
Commissioner Brier	<u>yes</u>
Commissioner Kanterman	<u>yes</u>
Commissioner Murphy Salomone	<u>yes</u>



FIFTH ORDER OF BUSINESS

STAFF REPORTS - B. ATTORNEY

- I. Election Agreement with Broward County Supervisor of Elections

MEMORANDUM

To: District Manager

From: Joe Scott,
Broward County Supervisor of Elections 

Date: September 30, 2025

Subject: 2026 Special District/ Community Development District Election Agreement

This memorandum supersedes the Memorandum dated September 19, 2025, and includes corrections and clarifications regarding the applicable election fees and charges for Special District/Community Development District Elections ("District Elections") in Broward County for the 2026 Election Cycle. Except as otherwise required by applicable law, the Broward County Supervisor of Elections conducts District Elections in conjunction with countywide or statewide elections typically in November of even numbered years. The applicable fees and charges for elections held **in conjunction with countywide or statewide elections** are as follows:

Candidates Only:

No charge

One or more ballot questions or referenda:

Base Fee: \$2.79 per registered voter

Surplus Fee: \$0.15 per registered voter for each additional ballot page beyond the first page

The district is responsible for 100% of the fees and costs for a stand-alone election, i.e., a special district election held when there are no other countywide or statewide elections. The dates for such special elections may be called by the Governor, and the costs and fees are substantially higher than the fees and charges referenced above.

An estimate of your applicable election fees and costs will be included in your election agreement with the Broward County Supervisor of Elections, which must be fully executed in advance of the applicable election. The actual election fee will be determined by the number of voters registered to vote in your district at book closing for the applicable election.

If you have any questions, please do not hesitate to contact Shameika Williams at Shameika.w@browardvotes.gov.



ELECTION AGREEMENT FOR NORTH SPRINGS IMPROVEMENT DISTRICT A BROWARD COUNTY SPECIAL DISTRICT OR COMMUNITY DEVELOPMENT DISTRICT

This Election Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer (“Supervisor”), and North Springs Improvement District, a special district as defined in Section 189.012, Florida Statutes, or a community development district as defined in Section 190.003(6), Florida Statutes (“District”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor’s duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Florida Election Code.

B. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist District in selecting and training Poll Workers and conducting its election(s) in Broward County, Florida; and pursuant to Section 189.04(2)(a), as applicable, District desires to delegate to Supervisor the power, duty, and authority to conduct District’s election(s) under the terms, conditions, and provisions of this Agreement.

C. Pursuant to Section 100.011(4), District is responsible for the costs associated with conducting its elections, or its proportionate share, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. Applicable Law means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapters 189 or 190 of the Florida Statutes, as applicable, on the conduct of District’s elections; the Americans with Disabilities Act, 42 U.S.C. § 12101; and Section 504 of the Rehabilitation Act of 1973.

1.2. Broward County Supervisor of Elections or Supervisor means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. Election Fees means all fees, costs, charges, and expenses associated with the District Elections and Supervisor's performance of the Election Services, including without limitation "election costs" as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. Election Services means the duties, functions, obligations, and work required by Supervisor to conduct the District Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. District Election(s) means the District's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. Poll Worker(s) means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at BrowardVotes.gov.

1.7. Polling Location(s) means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. Stand-Alone Election(s) means a District Election held when only District's candidates or questions are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. District Elections. District hereby engages Supervisor to perform Election Services in connection with the District's Elections scheduled to occur on November 3, 2026. If District desires Supervisor to perform Election Services for any additional elections ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. District acknowledges receipt of and has no objections to the current estimate of the Election Fees associated with the applicable District Elections, attached to this Agreement as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each District Election, Supervisor will provide District with a final invoice, which includes the actual Election Fees associated with the applicable District Election, within six (6) months after the date of the applicable District Election ("Final Invoice").

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, assign, and train an appropriate number of Poll Workers for the District Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the amount of any stipends or pay rate, as applicable, for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable District Election.

2.8. Vote by Mail. If the District Elections are conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to District's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and District shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. DISTRICT'S OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, District shall pay Supervisor the Election Fees incurred and any other necessary costs as provided for in Section 3.8 for each applicable District Election. District shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. District's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to District by Supervisor.

3.2. Polling Locations.

3.2.1. District Elections During Countywide Elections. For District Elections conducted during a countywide election, the Polling Locations shall be the same polling locations and precincts designated for the applicable county, state, or federal election; which locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.2. Stand-Alone Elections. Not less than sixty (60) days prior to election day for the Stand-Alone Election, or the first day of Early Voting for the Stand-Alone Election, as applicable, District may provide in writing to Supervisor proposed Polling Locations for such District Election. For Polling Locations proposed by District, District shall provide Supervisor with copies of the rental agreements or other documentation for the utilization of the Polling Locations in the form and in the manner requested by Supervisor. Proposed Polling Locations shall be subject to final review and approval by Supervisor.

3.2.3. Use of Polling Locations. For each applicable District Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by District.

3.2.4. District's Additional Responsibilities for Polling Locations. District is responsible for: (a) providing any additional security requested by District for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) if additional security is requested, ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) if a Stand-Alone Election, entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent District owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.5. Polling Location Changes. District shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by District, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. District shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; District's Responsible Person. District shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the District Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. District acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to District in connection with the performance of Supervisor's obligations under this Agreement. Prior to each District Election, District shall identify in writing and provide to Supervisor the contact information for the District's Clerk/Secretary or other official(s) who shall act as Supervisor's point of contact for District and who shall also be the District's official responsible for ensuring the performance and oversight of District's obligations in this Agreement with regard to the District Election under the Florida Election Code, and under District's governing documents, charter, or ordinances ("District's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, District agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, District's governing documents, charter, or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of District.

3.5. Candidate Qualifications. Unless otherwise provided by Applicable Law, candidates seeking a District seat shall qualify with the Supervisor as required by Chapter 99, Florida Statutes. District acknowledges that Supervisor's role as a qualifying officer is ministerial only, and Supervisor makes no determinations on a candidate's eligibility.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties, and political committees, District shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the first day of District's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, District shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including any referendum titles, explanations, or questions. District shall be solely responsible for all translation costs. Further, District agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and District shall be responsible for and shall ensure that all District Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. District shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the District Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the District Election, and costs caused by any negligence, mistake, or intentional act or omission by District, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to District:

Attn: _____ (name and title)

Email address: _____

With a copy to:

Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of District's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any

such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the “Effective Date”) until sixty (60) days after the election results have been certified, all vote processing equipment has been returned to Supervisor’s warehouse, and any post-election audit or reconciliation, if required under Applicable Law, has been completed for the last District Election covered by this Agreement.

7.2. Termination for Convenience. Unless a District Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of District under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor District intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for District in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and DISTRICT, signing by and through
its [INSERT TITLE OF DISTRICT'S AUTHORIZED SIGNER] duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

___ day of _____, 202__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

ELECTION AGREEMENT FOR _____
A BROWARD COUNTY SPECIAL DISTRICT OR COMMUNITY DEVELOPMENT DISTRICT

DISTRICT

ATTEST:

_____, District's Clerk/Secretary

By: _____

_____ day of _____, 202__

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the
Parties:

_____, District Counsel

District's Responsible Person (Section 3.4 of the Agreement):

Name and Title: _____

Email: _____

Phone: _____

EXHIBIT A - Special District Election Cost Estimate

Description	Cost per registered voter in District (per election)
Election Fees for candidate only District Elections held in conjunction with November 2026 General Election:	\$0
With Ballot Question(s)	\$2.79
Each Extra Ballot Page Side	\$0.15
Estimate of District's Total Number of Registered Voters as of 09/18/2025: 34,226	Estimated Cost for November 2026 General Election: For candidate only: \$0 Estimated cost with ballot question(s) plus extra ballot pages: \$95,490.54 <u>\$100,624.44</u> with 1 extra page <u>\$105,758.34</u> with 2 extra pages

**FIFTH
ORDER OF BUSINESS**

STAFF REPORTS – C. ENGINEER

SIXTH ORDER OF BUSINESS

Approval of Financials and Check Registers



North Springs Improvement District

9700 NW 52 ST

Coral Springs, FL 33076

Phone: (954) 752-0400 • Fax (954) 755-7317

To: Rod Colon, District Manager

From: Maryam Omid, CFO

Re: Financials & Procurement

Date: November 26, 2025

I, Maryam Omid, certify that the financials and procurement for the December 2025 Agenda meet the District's procurement criteria and comply with the District's Charter and State Law.

Sincerely,

Maryam Omid, CFO

**North Springs Improvement District
General Fund
Summary Report
For the Period Ending October 31, 2025**

	ADOPTED BUDGET FY 26	PRORATED BUDGET THRU 10/31/2025	ACTUAL ENDING 10/31/2025	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	4,362,720	363,560	108,418	(255,142)
EXPENDITURES				
TOTAL EXPENDITURES	4,362,720	363,560	425,407	(61,847)
EXCESS REVENUES (EXPENSES)	-	-	(316,989)	(316,989)
FUND BALANCE BEGINNING				6,830,529
FUND BALANCE ENDING				6,513,540

**North Springs Improvement District
Water & Sewer Fund
Summary Report
For the Period Ending October 31, 2025**

	ADOPTED BUDGET FY 26	PRORATED BUDGET THRU 10/31/2025	ACTUAL ENDING 10/31/2025	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	28,393,050	2,366,088	891,545	(1,474,542)
EXPENDITURES				
TOTAL EXPENDITURES	28,226,291	2,352,191	1,915,072	437,119
EXCESS REVENUES (EXPENSES)	166,759	13,897	(1,023,527)	(1,037,424)
FUND BALANCE BEGINNING				115,395,212
FUND BALANCE ENDING				114,371,685

SEVENTH ORDER OF BUSINESS

Adjournment