BOARD OF DIRECTORS MEETING
Monday, April 24, 2017 – 7:00 p.m.
City Hall, West Wing
9551 W. Sample Road, Coral Springs, FL 33065

A G E N D A

I. Roll Call – J. Walsh, Chairman

II. Pledge of Allegiance – J. Walsh, Chairman

III. Citizens’ Comments – J. Walsh, Chairman

IV. Special Announcements and Comments – J. Walsh, Chairman

V. Approval of Meeting Summaries – J. Walsh, Chairman
   – Monday, March 27, 2017

VI. Downtown Mixed-Use Redevelopment RFP – D. Lima, CRA Coordinator

VII. Springboard Contract between the CRA, City and Crowdly LLC – D. Lima, CRA Coordinator (Request to Approve)

VIII. Examples of Other CRA Matching Grant Programs – D. Lima, CRA Coordinator

IX. CRA Update
   - Municipal Complex – R. Stein, Construction Manager
   - ArtWalk Tree Lighting – R. Stein, Construction Manager
   - Downtown Mixed-Use Zoning District and City Hall Plat – J. Hickey, Assistant Director of Development Services
   - Interactive Art Piece – J. Hickey, Assistant Director of Development Services

X. Other Business – J. Walsh, Chairman

XI. Adjournment – J. Walsh, Chairman

Note: Next CRA Board meeting Thursday, May 25, 2017 (date change due to Interactive Icon)

Attachment(s) to April 24, 2017 Agenda:
   - V. Meeting Summary: Monday, March 27, 2017
   - VI. DRAFT Downtown Mixed-Use Redevelopment RFP
   - VII. Contract with Crowdly LLC
   - VIII. Examples of Other CRA Matching Grant Programs
Board Chair John Walsh called the meeting to order at 6:30 p.m. The meeting was held in the West Wing Conference Room, City Hall, 9551 West Sample Road, Coral Springs, Florida. Assistant City Clerk Alyson Morales called the roll of Board Members.

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<tr>
<td>John Walsh, Chair</td>
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<td>Elissa Harvey, Vice Chair</td>
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<td>Board Member Lorna Brown-Burton</td>
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<td>Board Member Andrew Kasten</td>
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<td>Board Member Allan Koch</td>
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<td>Board Member William Vasquez</td>
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Also in attendance were:

- Susan Delegal, CRA Counsel
- Erdal Dönmez, City Manager
- Jennifer Bramley, Deputy City Manager
- Danielle Lima, CRA Coordinator
- Susan Krisman, Director Development Services
- Jim Hickey, Assistant Director Development Services
- Alyson Morales, Assistant City Clerk
- Ron Stein, Construction Project Manager
- Yuu Subra, Economic Development Coordinator
- Commissioner Lou Cimaglia

All persons in attendance rose for the recitation of the Pledge of Allegiance.

1. **Citizens’ Comments** – There were no comments.

2. **Special Announcements and Comments** – There were no announcements or comments.


**ACTION:** Board Member Vasquez moved, seconded by Board Member Koch, to accept the January 23, 2017 meeting minutes. The motion was approved unanimously (6-0).

**ACTION:** Board Member Vasquez moved, seconded by Board Member Koch, to accept the February 21, 2017 meeting minutes with an amended starting time. The motion was approved unanimously (6-0).

4. **CRA Audit FY 2015 - 2016** – Anil Harris, RSM Engagement’s Senior Manager.

Mr. Harris provided a brief overview of the Financial Report and the Report to the Board of Directors booklets. He noted that an unmodified opinion was given by his company; the highest level of assurance provided by auditors. For this audit year, revenues exceeded expenditures by $17,000.00. Overall, nothing significant was found in the audit. No adjustments had to be made to the financial statements and recommendations by management in the Management Letter were all taken into account, which is very significant because that means that these numbers can be relied upon. Additionally, there were no uncorrected misstatements.

**ACTION:** Board Member Kasten moved, seconded by Board Member Koch, to accept the report. The motion was approved unanimously (6-0).

5. **Interactive Icon Shortlist** – Danielle Lima, CRA Coordinator

Ms. Lima noted that three members from the Selection Committee, who are not CRA Board members, are present tonight to help decide on a shortlist: Christine Parkinson-Jahrsdoerfer, City of Coral Springs Creative Services Coordinator; Laura Atria, Public Art Committee; and Bobbie Lewis-Solar, Public Art Committee. She presented a PowerPoint featuring the artists’ proposals, while describing the qualifications the Board is seeking. After reviewing the 35 proposals submitted, they narrowed the list to 14. Tonight, they aim to select 3 finalists. Chair Walsh and Ms. Lima reminded the Committee that the submitted sketches are preliminary and are not the final product.
The Committee discussed and voted upon their favorites. The art piece should be transportable, as it is planned that the piece would be moved about twice per year. The Committee agreed that they would like the piece illuminated for nighttime viewing. Ms. Lima explained that $500.00 would be offered to the finalists to further aid in their proposals. An anticipated schedule was shown; the Committee is asking for the final designs to be submitted by May 8, 2017 and would like to choose the finalist by May 25, 2017, concluding that installation should be completed by October 1, 2017.

6. CRA Annual Report 2016 – Danielle Lima, CRA Coordinator

Ms. Lima noted that the Annual Report is due by March 31, 2017. She stressed that it covers the previous fiscal year: September 30, 2015 to October 1, 2016. She presented a PowerPoint explaining the report. Of note, she reported that the taxable property value increased 5.4%, which was above the anticipated 4%. As part of this report she reviewed projects; developments; planning; Downtown walkability and connectivity; marketing; partnerships; the trust fund and audit; taxable value; among other accomplishments.

ACTION: Board Member Kasten moved, seconded by Vice Chair Harvey, to accept the report. The motion was approved unanimously (6-0).

7. CRA Update

- Municipal Complex – Ron Stein, Construction Manager

Mr. Stein reported that everything is going along and on schedule. The update included that the garage is built in its entirety; the mechanicals and lighting are going in; the sprinkler system is about 80% installed; the bridge is set to be installed; floors are being poured; and windows are going in. A few things are behind; however, the critical path is on schedule and the project is expected to be completed on time. Some change orders were required but there weren’t any changes to the budget; nothing out of the ordinary. Mr. Stein addressed concerns regarding the bridge and possible building settlement.

- RFP for Phase II and III Parcels and Old City Hall – Jennifer Bramley, Deputy City Manager

Ms. Bramley gave a quick update on the RFP. She mentioned that the parcels would be renamed. She stressed that the City must meet all the requirements of a proper RFP. Mr. Dönmez reviewed it today and has some comments. The RFP will be brought back in a month to be shared item by item with this Board; however, no approval is needed by the Board. It is not known at this time if this RFP will involve a Tri-Party Agreement.

- Downtown Mixed-Use Zoning District (Meetings: March 29th & 30th) – Danielle Lima, CRA Coordinator

Ms. Lima explained the two invitations handed out to the Board. One is for the Downtown Coral Springs Rezoning Meeting, to be held on March 29, 2017 and the other is for the Downtown Coral Springs Rezoning Open House, which will occur on March 30, 2017. The Meeting is an outreach effort for all core property owners, while the Open House is open to all property owners in the entire CRA, which encompasses 136 acres, as well as all members of the Merchants Group. All CRA Board members are welcome to attend both meetings. Ms. Lima said that she had not received any negative comments from anyone, just questions regarding the rezoning. Some asked to see the draft document and after a few edits, Ms. Lima can deliver that to them. She remarked that commercial owners are eager to see development here.

8. Other Business – John Walsh, Chairman

Mr. Kasten liked working at the CRA booth during Festival of the Arts. He mentioned that most people were excited about the new Municipal Complex when they were provided with more information. Ms. Bramley noted that this year’s tent was better and that they were busier than anyone else around them.
Chair Walsh told the Board that the City’s two Deputy City Managers made the short list for the City Manager position and that there were two other outside candidates in the final four. Ms. Bramley explained the next steps.

Commissioner Cimaglia commented that the negativity has almost disappeared regarding the Municipal Complex project. He spoke about his recent National League of Cities trip in Washington, DC and how so many people knew of our city. He confirmed that the next meeting of this Board is April 24, 2017 and that there will be a Ribbon Cutting Ceremony for Fire Station 95 that same evening. It was suggested that the Board start their meeting at 7:00 p.m. instead of the usual 6:30 p.m.

Ms. Bramley mentioned that on April 18, the combined meeting of the Chamber of Commerce, Economic Advisory Committee and the CRA is scheduled; however, there will be a Special City Commission meeting that day so she suggested moving that meeting date back.

**ACTION:** Vice Chair Harvey moved, seconded by Board Member Kasten, to change the start time to 7:00 p.m. for the next CRA meeting on April 24, 2017. The motion was approved unanimously (6-0).

Ms. Lima spoke about the tree lighting for the ArtWalk. She stated that by keeping the job in-house and purchasing materials themselves, they will save about half the cost (roughly $7,000.00), and Staff can begin the work this week. Chair Walsh inquired about the new shrubbery installed and the care of it. Ms. Bramley noted that Parks and Recreation will perform additional maintenance. The Board liked the new plantings and Mr. Koch noted the added bonus that it discourages jaywalkers.

9. **Adjournment**

There being no additional business, the meeting adjourned at 7:59 p.m. The next CRA Board Meeting will be Monday, April 24, 2017 at 7:00 p.m.
City of Coral Springs and Coral Springs Community Redevelopment Agency
DOWNTOWN MIXED-USE REDEVELOPMENT OPPORTUNITY
Request for Proposals - April 2017
DRAFT
Coral Springs is Enjoying a Remarkable Time of Re-discovery

The City of Coral Springs and the Coral Springs Community Redevelopment Agency (CRA) is requesting proposals from experienced developers, companies or teams interested in purchasing or leasing and developing three City owned sites located in the Downtown Core. The purpose of the development is to promote revitalization and to serve as a catalyst for the continued evolution of the Downtown. The City and the CRA’s preference is for a mix of uses that create a pedestrian-friendly environment for the people of Coral Springs and surrounding areas to live, work, shop, and entertain.

The City of Coral Springs is upgrading its infrastructure and rezoning the CRA/Downtown area to prepare for the development of a downtown community to include new housing, retail, hospitality, entertainment, and creative office space. This offering promises three properties totaling approximately 6 acres. The Former City Hall property could include a mix of residential with retail and/or office uses. The Municipal Complex Commercial Development properties (Municipal Complex Commercial Parcel and Grand Lawn Parcel) are shovel-ready and ideal for retail and entertainment. All three properties are situated in the Downtown Core.
Our Location

Coral Springs is situated in South Florida, 45 miles from Miami, 25 miles from Fort Lauderdale, and 20 miles from Boca Raton. Coral Springs is in Broward County, which lies between Palm Beach and Miami-Dade counties, the latter of which is the most populous and the former is the largest county in Florida. Coral Springs provides direct access to the Sawgrass Expressway and easy access to a variety of interstate highways, including I-75 and I-95, and major arterials such as I-595 and the Florida Turnpike providing quick access to other major cities, airports, seaports, and beautiful beaches. Coral Springs is a built out City with a minor amount of land available for development, but there is a significant amount of opportunity for redevelopment of outdated sites, especially in downtown.
Quality of Life

Incorporated in 1963, the City of Coral Springs is well known as one of the most successfully planned suburban communities in the country. When the City began to take shape, planners had “fun” in mind. They wanted to make Coral Springs a community that families would flock to.

With this in mind, they included plenty of amenities and conveniences, with its residential subdivisions surrounded by shopping areas and more than 750 acres of parks and open spaces. With its excellent schools and youth sports, Coral Springs is among the best U.S. cities for children, families, and entrepreneurs. The City has one of the safest crime ratings in the state, grade A+ Schools, and a dedication to arts and cultures. With some of the best sports facilities in the nation, the City hosts many athletic tournaments year-round. The City’s 48 well-maintained parks support the community’s obsession with soccer, baseball and lacrosse. The Coral Springs Center for the Arts is a beautiful facility that includes a museum, large theater, and classroom space.

In addition to having great quality of life, the City is also fiscally responsible and maintains high bond ratings such as Moody’s Aa1, Fitch AAA, and S&P AAA. Local businesses positively rate the City’s overall image at 96%. 
Demographics

Coral Springs is the 15th largest City in the State of Florida and 5th largest in Broward County with a population of 126,264. The population increased an impressive 59 percent from 1990 to 2016 and is projected to grow to 140,007 by 2040, a significant increase for a built out city.

Coral Springs median household income is $66,271, which is higher than that of Broward County ($51,574) and of the U.S. ($53,482). The average family size is 3.5. There are a total of 44,246 households units with 57% being single family, 42.5% multi-family and 0.6% other. A total of 85.5% of households were built between 1970 and 1999 demonstrating a need for new housing.

While Coral Springs is still a “young” community, there has been some “aging” in the past 20 years causing the median age to increase from 31.7 (1990) to 33.8 (2010). Ninety-two percent of people 25 years and over have at least a high school diploma or completed some level of college, with 35 percent with a Bachelor’s degree or higher. The population is diverse with 52% Non-Hispanic White, 23% Hispanic or Latino, 17% Non-Hispanic black, 8% Non-Hispanic Other.

The largest occupation in Coral Springs is in the management/business/science and arts category (36.8%) The second and third largest occupations are sales and office (31.8%) and service (18.2%). The remaining occupations are natural resources/construction/maintenance (7.3%) and production/transportation/material moving (6.8%).

According to census data, 21.2% of the working population takes less than 15 minutes to commute to work, which means that they probably work within Coral Springs, with 31.6% taking a 15 – 29 minutes commute and 40.5% taking a 30 – 59 minutes commute and the remaining 6.8% taking one hour or more. This highly mobile work center provides significant opportunities to capture untapped demand from Coral Springs employees who currently live in other cities, as well as from Coral Springs residents who work and shop in other nearby urban areas.

More information on economic development opportunities in Coral Springs is available in the Economic Development Strategic Recommendations Report prepared by Angelou Economics. It can be found on the report linked below:

Downtown Coral Springs

The City is investing almost $8M in infrastructure upgrades in downtown and $40M for a new Municipal Complex and adjacent parking garage. Coral Springs has enjoyed great success in creating the right environment for downtown redevelopment by making the downtown boundaries the same boundaries as the Community Redevelopment Agency (CRA). The CRA has approximately 136 acres and was created in 2002. The CRA is funded through tax increment financing (TIF) and utilizes the TIF funds to invest in programing and redevelopment in the downtown area. The CRA has a Master Plan that outlines the downtown goals and vision. The CRA works closely with the City in making the necessary investments possible to stimulate the private sector interest to activate the community’s vision for a revitalized downtown.

In addition to being a CRA, the downtown has a special land use designation, Local Activity Center (LAC) and it has been designated a Development of Regional Impact (DRI). Both designations call for mixed-use developments. The final document that is currently being finalized is the rezoning of downtown to a form-based code, which will match the LAC and the DRI allowing mixed-use, more density, and improving walkability. The new downtown zoning district has been drafted and is expected to be adopted by the City Commission in September, 2017.

The CRA has an interest in the redevelopment of the three parcels being offered in this RFP and is working in partnership with the City in the process. The CRA is open to negotiating incentives with successful developers in accordance with Florida Statute 163 Part III.

Downtown Public / Private Developments
Commercial and Medical

- **One Charter Place** was a $26 million project that was completed in 2007. The building includes office and retail space.

- The new **Cornerstone Plaza** development (Pei Wei and Chase Bank), is located on University Drive in the downtown area. The project was completed in the summer of 2016.

- The **Village Green** project (located in the NE Corner of Sample and University), is currently under construction. The project will include a Starbucks with a drive-through, Holy Cross Imaging Center and space for future retail (Total Building: 16,300 SF).

- The construction of the **Broward Health Coral Springs** 130,000 sq. ft. expansion project is adjacent to Downtown. This is a $56 million expansion that involves the construction of a three-story building that will house 28 private post-partum rooms, the neonatal intensive care unit, and surgical beds. Construction is expected to be completed by the first half of 2018.

- Construction of the **Cleveland Clinic** expansion project into Coral Springs is only a couple miles away from downtown. This $55 million project involves the construction of a 74,000-square-foot Family Health Center facility in the corner of the Sawgrass Expressway and University Drive. Construction is expected to be completed in 2018.
Residential

• Constructed in 2012, Daniela Springs was one of the first single family developments completed near the downtown in several years. The 36 homes sold for $300,000 to $400,000.

• The construction of Bainbridge Coral Springs is almost completed. This new luxury, resort style development is located one mile away from Downtown (10800 W. Sample Rd.). Bainbridge Coral Springs features 250 units in 5-story buildings with one to three bedrooms and resort-style amenities.

• The Reserve at Coral Springs and Coral Lago developments are currently under construction. This new residential redevelopment is located adjacent to the CRA/Downtown boundaries at (9001 W. Sample Rd.). The Reserve features 80 townhouses and 168 multifamily units with one to three bedroom apartments and townhomes. The development is full of amenities. Coral Lago is the northern portion and it features 188 single-family homes with three to five bedrooms.
City and CRA Projects

- The new 74,000 square-foot five-story **Municipal Complex** building is estimated to be completed in October 2017. This project will serve the community and also provide and encourage private sector confidence and drive the necessary private investment in our designated downtown serving as a catalyst for redevelopment in the Downtown area.

- The 607-space **parking garage** will support the new Municipal Complex (350 spaces reserved for use by the City) and the Municipal Complex Commercial Parcel and Grand Lawn Parcels (250 spaces for the general public). The City issued taxable bonds for the parking garage to ensure all spaces are available to the public in the evening.

- City construction of a **right turn lane** at NW 94th Avenue and Sample Road, in conjunction with the development of the Municipal Complex, will improve and enhance the transportation requirements of the new Downtown. A $1.8 million project for a new **lift station** and additional **water and sewer lines** on NW 94th Avenue will increase capacity for the new Municipal Complex and for the future Municipal Complex Commercial Parcel and Grand Lawn Parcel developments.
City and CRA Projects continued

• Since its completion in September 2015, the **ArtWalk** has been widely utilized and enjoyed by residents and visitors. The ArtWalk provides the perfect downtown space with 1300 linear feet (LF) of hardscaping, 300 LF of seating wall, 6 art sculpture locations, 52 tent capacity, and beautiful landscaping. The ArtWalk is a great place to view public art and it also provides flexible spaces to support events. Some of our signature ArtWalk events include: Downtown in December (great event for families with 3,500+ attendees), Unplugged (evening event aimed at those 21+ with 2,500+ attendees), Savor the Notes (jazz and brunch event that happens in conjunction with the Farmers' Market with 1,000+ attendees). The ArtWalk provides a connection from the new Municipal Complex to the very vibrant commercial property two blocks south – “The Walk”, and it also ties into the recently completed Downtown Pathway.

• The **Downtown Pathway** was completed in May 2016 and consists of an 8-foot concrete sidewalk with pedestrian amenities. The new pathway provides pedestrian and bicycling connections from Downtown Coral Springs to Broward Health Coral Springs, the Center for the Arts, Mullins Park and various civic and cultural organizations.

• The Sample Road **Water and Sewer Lines Project** consist of replacing water and sewer main lines that are 50 years old on a portion of Sample Road and Coral Hills Drive. The $3 million project is part of the City’s continuous investment in the downtown area with infrastructure improvements that entail installing large capacity water and sewer mains to prepare for a growing and revitalized downtown. Construction started in February 2017.

• The conceptual permit for the **Storm Water Study** has been approved by South Florida Water Management District to allow for a more simplified storm water process for future development. This approval will save future developers time and costs due to no requirement of individual permits and potential lower mitigation requirements.
Possible Future Redevelopment Projects

In addition to the three properties advertised in this proposal there are other privately owned sites in the downtown core that are ripe for redevelopment. A developer interested in large scale development could explore additional opportunities in one or more of the sites below.

Downtown Core Redevelopment
City of Coral Springs

City of Coral Springs
Community Development
Available Sites

All three sites offered by the City and the CRA for redevelopment are located in the Downtown Core. The purpose of the development is to promote revitalization of the downtown area in the center of Coral Springs along Sample Road at University Drive. This area is of special and substantial public interest due to its location in the heart of Coral Springs where there is a concentration of public facilities, services and commerce. It is the intent of the development to foster and promote increased pedestrianization, efficient and sustainable patterns of development, reduce transportation and circulation conflicts and enhance the quality and character of the built environment.

The City and CRA will accept a project that will serve as a catalyst for the continued vitality and evolution of the Downtown. While no specific uses are mandated, the City and CRA’s preference is for a mix of uses that will be synergistic with the emerging use and character of the Downtown, and create a clean, safe and stimulating environment for the people of Coral Springs and surrounding areas to live, work, shop, and entertain.

Optimally, the three developments can provide an opportunity to create a strong multi-use project. Specifically, the City and the CRA encourage for all three projects:

- A mix of uses, rather than a single use;
- Use and design that respond to the design guidelines of the Downtown and the image of the Downtown;
- High quality design and public amenities that will enhance the Downtown image and be in keeping with the Comprehensive Master Plan for the City of Coral Springs;
- Pedestrian accessibility to and through significant portions of the site;
- Reasonable impact on local traffic conditions, and
- For projects that are anticipated to be staged, integrity of initial stage as a stand-alone project and flexibility to respond to future market evolution.
Former City Hall Parcel

The Former City Hall Parcel encompasses 4.387 acres and is located at 9551 West Sample Road on the Northeast corner of West Sample Road and Coral Hills Drive. In 1966, Coral Ridge Properties constructed a large administration building (now City Hall).

Once the City relocates operations to the new Municipal Complex (estimated construction completion in October 2017), the current City Hall property will be available for redevelopment. The City is requiring that the current building be demolished and replaced with a mixed-use development. The CRA Master Plan suggests that this site include multi-family with a mix of retail and commercial uses.

Below are some suggested uses but we encourage other creative concepts and ideas:

- Promote residential living in the downtown
- Create a transition between the Downtown Core and the adjacent single family residential in the back of the property.
- Develop more multi-family with a mix of retail and commercial uses
- Increase opportunities for shopping
- Could incorporate space for a university
- Compact development with an urban development pattern
- Include parking garage instead of surface parking to increase density
The Municipal Complex Commercial Parcel has 1.065 acres located at the southwest corner of West Sample Road and NW 94th Avenue on the new Municipal Complex property located adjacent to the 607-space Parking Garage. In addition to being right next to the parking garage and the new Municipal Complex, it is also close to the beautiful ArtWalk, where most of the City events are held. The first and second floors of the parking garage are designated for the mixed-use commercial development and City Hall visitors. The City seeks a proposal that will defray the debt service attributable to the parking garage's 250 spaces for payments made after March 2018. The Municipal Complex Commercial Parcel is ready to be developed.

While no specific uses are mandated, the City supports a mixed-use project with at least two floors that incorporates retail, entertainment or other commercial or public oriented uses that generate pedestrian traffic to the rest of the area. Innovative and unique concepts are encouraged.

Municipal Complex Commercial Parcel – 1.065 acres
The Grand Lawn Parcel is a small area of 0.066 acres that is part of the City’s grand lawn, which is right next to the new Municipal Complex. The grand lawn will be used for special events, such as concerts and festivals. The City and the CRA would like to see a creative use of space and a development that could be used in conjunction with the City events as a gathering space. Also, the developer should utilize this small parcel to complement the Municipal Complex and the Municipal Complex Commercial Parcel. We are looking for creative concepts and ideas. Parking will also be available in the City’s parking garage. The Grand Lawn Parcel is ready to be developed.
**Land Use and Zoning**

The City and the CRA are committed to mixed-use in the downtown. The City already changed the future land use for the downtown to a Local Activity Center (LAC) to allow for a mix of uses, more intensity conducive to an activity center, and have undergone the complicated process of creating and obtaining approvals for the Development of Regional Impact (DRI) and a Development Order (DO). We are also in the process of updating the underlying zoning to match the LAC and DRI.

The current zoning designation for the three properties is B-2 (Community Business) but the City is in the process of creating a Downtown Mixed-Use Zoning District (DT-MU) by re-zoning to form-based code. The proposed Downtown Zoning District has the same boundaries as the CRA, LAC, and DRI with approximately 136 acres. The new zoning will finalize the regulatory profile requirements to allow for a more urban feel and mixed-use development that is desired in downtown. With a form-based code in place, more flexibility will be provided to developers on height, setbacks, density, and uses than currently exists in the rest of the City.

The proposed DT-MU Zoning is already drafted and an overview was presented to the CRA Board and City Commission in February 2017. From March to June, the City and the CRA will have a number of meetings with property owners and the public to provide information on the new zoning. The downtown rezoning is to be approved by the City Commission in September 2017. The proposed Regulatory Plan is below:
Site Condition

**Former City Hall**: This property has not been tested for contamination. However, the chances of contamination are minimal since the property has always been used as an office building. The Former City Hall site is not subdivided (platted), but within the next few months, the City is expecting to finalize the platting process at its own expense. The plat includes the north/south canal along the east side of City Hall. The proposed subdivision would allow for a maximum of 125,000 square feet of commercial use, 100,000 square feet of office use, 250 high rise residential units and 300 square feet of utility use. The City requires the developer to demolish the Former City Hall building to give space for a new development.

The City leases a space within the Former City Hall property for a cellphone tower. The successful developer for this property may wish to continue the lease with the telecommunication firm. However, the City has a six-month notice of termination that must be provided in order to end the lease. A copy of the lease agreement is attached.

**Municipal Complex Commercial Parcel and Grand Lawn Parcel**: Due diligence was conducted in 2014 before the property was transferred from the CRA to the City. The entire Municipal Complex site, which includes the Municipal Complex Commercial Parcel and the Grand Lawn Parcel has no contamination and is ready to be developed. The site has been subdivided (platted) and allows for a maximum of 200,000 square feet of commercial use, a 200-room hotel and 600 high rise residential units.

There is a 12-foot utility easement on the exterior of the parcel adjacent to the property line. The City is installing new water and sewer line pipes on NW 94th Avenue and a sewage lift station that are designed to handle all new development along that street, including the Municipal Complex Commercial Parcel and the Grand Lawn Parcel developments. Also, the City is constructing an internal roadway to be used to enter the Municipal Complex property and it is also finishing the roadway with curbing and sidewalks along the City’s property. The Municipal Complex Commercial Parcel developer will be responsible for the curbing and sidewalks adjacent to the property on NW 94th Avenue.
Market Data

The market data analysis shown below was conducted by RMA and included in the Downtown Coral Springs CRA Master Plan, which was updated in 2014. Full plan available at: http://www.coralsprings.org/Home/ShowDocument?id=3269

Retail
The initial economic assessment revealed that the CRA is sandwiched between two geographic areas which are in the eightieth percentile for highest income and highest educational attainment nationwide. Those in the hundredth percentile are considered super zip codes according to the Washington Post. This number becomes even more meaningful when the population is evaluated by geographies which are within five, ten, and fifteen minute drive times from the CRA. Areas within ten and fifteen minutes from the CRA fall within this eightieth percentile of super zip codes which illustrates a real opportunity to introduce new development which draws from this population. The higher earning households are within close proximity to the CRA. Estimates show that the downtown can accommodate 270,000 square feet of retail and restaurant. There is also demand for a 40,000 square foot grocery store.

Office
In terms of employment, the data shows that finance, insurance, real estate related services, education and healthcare are clustered most in the CRA compared to the other geographic sub areas. There is also a high employment cluster for professional services which is at a similar percentage as the other geographic sub areas. Despite this strong concentration of professional related employers, demand for new office and new users is weak because the data shows a surplus of vacant space. This is directly attributed to high vacancy rates in the Financial Plaza building which has 80,000 square feet of vacant space. These characteristics are not unique to Coral Springs or the CRA. The overall Broward County office market is weak, with high vacancy rates. Creation of new office space is unlikely in the near term, but a strategy to upgrade the existing inventory and targeting users in education, health care, finance, insurance, and real estate would help to improve the office market. There is also an opportunity to remove some of the un-leasable space from the market and replace it with other uses. Initially there is a limited opportunity for approximately 20,000 square feet of office during the development of a mixed-use downtown core. As stabilization occurs and more retail is developed, there is potential demand for 15,000 additional square feet. This demand may increase if the current vacant and obsolete inventory is removed.

Housing
Inevitably, downtown’s success will be determined by the amount of residential development. Residential uses drive demand for all other uses, especially retail and other commercial uses. While the predominant housing typology has been single-family detached housing, the demographics are changing and there is demand for smaller and varied housing. There is substantial demand for new residential product in the downtown and a wide range of types. These can vary from townhomes and condominiums to mid-rise apartment buildings and live/work units. There is demand for both homeownership and rental projects and a mix of unit sizes and amenities for single professionals and married couples, and also for families. Based on housing market conditions, population growth projections, and existing migration trends, there is currently local demand within the CRA for 365 units. This can be filled immediately without any other new development in the downtown. Additional demand for 634 new units and 159 townhomes are part of the development scheme for downtown. Once the downtown has had successful stabilization, it can absorb an estimated additional 523 units, for a total demand of 1,681 dwelling units. Further analysis shows the potential benefits of increased residential demand includes new spending that can support additional new investment, including retail, restaurant and office. This new residential demand can potentially lead to $66 million in annual household spending, which can support over 1,000 additional jobs, many that could be provided locally. By developing this active downtown with additional foot traffic, the downtown will generate additional demand for residential uses.

Hotel
There is demand for 135 to 220 hotel keys in the CRA. However, as the downtown grows, and, particularly, as cultural arts and educational programming expands, demand could increase. The DRI includes 750 hotel rooms. There is currently one hotel in the downtown CRA south of NW 31st Court. The La Quinta is a 103 room hotel. A second La Quinta is just outside the CRA one block north of Sample Road with 121 rooms. The largest and most modern hotel in the City is the Marriott in Heron Bay with 214 rooms.
AGREEMENT

FOR EVENT MANAGEMENT SERVICES BETWEEN

CITY OF CORAL SPRINGS

AND

CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY

AND

CROWDLY, LLC

THIS AGREEMENT is made and entered into this ____ day of March, 2017 (the “Effective Date”), by and between:

CITY OF CORAL SPRINGS, FLORIDA, a Florida municipal corporation, having as its principal address 9551 W. Sample Road, Coral Springs, Florida 33065 (hereinafter referred to as the “City”)

and

CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic pursuant to Part III, Chapter 163, Florida Statutes, having as its principal address 9551 W. Sample Road, Coral Springs, Florida 33065 (hereinafter referred to as the “CRA”)

and

CROWDLY, LLC, a Florida limited liability company, having as its principal business address 500 E Kennedy Blvd. Suite 300, Tampa, Florida 33602 (hereinafter referred to as “Crowdly”).

RECITALS

WHEREAS, Crowdly submitted a proposal to the CRA to perform certain services to the CRA; the CRA determined to accept the proposal pursuant to Section 2-305.1.(4), Code of the City of Coral Springs, which provides for an exemption for contractual services from the competitive procurement requirements of the Code for services involving special skill, training or expertise which are in their nature unique, original or creative; and

WHEREAS, the CRA and Crowdly entered into an initial Agreement dated August 23, 2016, for the development of a feasibility assessment and event roadmap for conducting a crowdfunding event in the jurisdictional area of the CRA; and
WHEREAS, as a result of the work performed by Crowdly pursuant to the above referenced initial Agreement, the City and CRA now desire to engage further services of Crowdly to assist with obtaining sponsorships, providing the Crowdly crowdfunding technology (“Crowdly Platform”), and coordinating and managing a crowdfunding festival known as “Project Springboard” in the second quarter of FY 2018 in downtown Coral Springs, Florida (the “Event”).

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SERVICES. The services to be provided by Crowdly (“Services”) are those as more particularly described in this Agreement and in Exhibit A, attached hereto and incorporated herein, which sets forth the Statement of Work for the Event.

SECTION 3. TIME OF PERFORMANCE AND DELIVERABLES. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Section 11 hereof. The Services to be performed by Crowdly shall be performed in accordance with the terms of this Agreement and the requirements included in Exhibit B, attached hereto and incorporated herein, which provides for certain services to be performed (“Task(s)”) and deliverable items to be provided (“Crowdly Deliverables”) in connection with the time for performance of each Task (“Deliverable Date”). Crowdly’s compliance with the Tasks, Crowdly Deliverables, and Deliverable Dates identified in the attached Exhibit B shall be determined in the reasonable discretion of the City and CRA.

SECTION 4. COMPENSATION. The City and CRA agree to compensate Crowdly a total fee of SIXTY-FIVE THOUSAND ($65,000.00) DOLLARS for the Services pursuant to this Agreement pursuant to the Disbursement Schedule set forth in Section 5 hereof. Additionally, the City and the CRA agree to pay Crowdly an amount representing twenty (20%) percent of all sponsorship dollars (“Sponsorship Percentage”) raised in excess of the initial Event Budget of One Hundred Forty-Five Thousand ($145,000) Dollars consisting of Thirty-Three Thousand ($33,000.00) Dollars contributed by the City; Thirty-Two Thousand ($32,000.00) Dollars contributed by the CRA and Eighty Thousand ($80,000.00) Dollars expected to be contributed by other sponsors (“Sponsorship Dollars”). The proposed Budget including projected income and expenses is provided in Exhibit C, attached hereto and incorporated herein.

Sponsorship Dollars collected by Crowdly shall be paid by check made out to the CRA. During the progress of this Agreement, Crowdly may submit to the CRA invoices for reimbursement to be paid from Sponsorship Dollars paid to the CRA for expenditures as provided in the Budget attached as Exhibit C not to exceed the amount of $80,000.00. Crowdly shall invoice the CRA for the Sponsorship Percentage on a monthly basis. Payment shall be made by the CRA within fourteen (14) days of receipt of each invoice submitted in accordance with the terms of this Section 4. As a prerequisite any such payments under this Section 4, Crowdly will provide to the City and CRA a monthly report showing revenues and expenses for the preceding month.
SECTION 5. DISBURSEMENT SCHEDULE. The City and CRA will disburse payment to Crowdly at the address set forth above pursuant to the following schedule:

A. First Disbursement. The City shall pay Thirteen Thousand ($13,000.00) Dollars and the CRA shall pay Seven Thousand ($7,000.00) to Crowdly within ten (10) days of the Effective Date of this Agreement.

B. Second Disbursement. The CRA shall pay Twenty-Five Thousand ($25,000.00) Dollars to Crowdly on or before October 15, 2017.

C. Third Disbursement. The City shall pay Twenty Thousand ($20,000.00) Dollars to Crowdly as final payment upon the conclusion of the Event.

The foregoing disbursements shall be paid to Crowdly only upon the performance of the Tasks and Crowdly Deliverables in accordance with the Deliverable Dates established in Exhibit B attached hereto to the reasonable satisfaction of the City and the CRA.

SECTION 6. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Crowdly is an independent contractor under this Agreement and not the City’s or CRA’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Crowdly shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Crowdly, which policies shall not conflict with the City, CRA, or other government policies, rules or regulations relating to the use of Crowdly’s funds provided for herein. Crowdly agrees that it is a separate and independent enterprise from the City and CRA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Crowdly and the City and CRA and the City and CRA will not be liable for any obligation incurred by Crowdly, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 7. INTELLECTUAL PROPERTY RIGHTS. Crowdly is the owner of all right, title and interest in the Crowdly Platform and the Crowdly, LLC name, logo and all materials produced by Crowdly, including, without limitation, all copyrights, trademarks and service marks (collectively “Crowdly Marks”) and all of the good will therein. The City and CRA acknowledge and agree that all Crowdly Marks and the Crowdly Platform are the sole property of Crowdly and that they may not use, or permit the use of, any Crowdly Marks or the Crowdly Platform, in connections with the Event, without the prior express written consent of Crowdly, including the content of any press releases about the Event. Permission by Crowdly to use the Crowdly Marks or the Crowdly Platform does not confer any ownership rights to the City or CRA.

SECTION 8. INDEMNIFICATION.

A. Crowdly shall indemnify, defend, and save harmless the City and CRA, its agents, servants and employees from and against any kind and all causes, claims, demands, actions,
losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney’s and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of Crowdly, its agents, servants or employees arising from this Agreement or its performance of services under this Agreement. Crowdly and the City and CRA hereby agree and covenant that Crowdly has incorporated into the contract sum payable by the City and CRA to Crowdly, specific additional consideration in the amount of ten dollars ($10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than $1 million per occurrence or no more than the limits of insurance required of Crowdly by the Agreement, whichever is greater. It is the City’s, CRA’s and Crowdly’s full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.

B. The execution of this Agreement by Crowdly shall obligate Crowdly to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 12 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. The obligation of Crowdly to indemnify the City and CRA is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the City, the CRA or Crowdly.

D. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 9. ENFORCEMENT. A default by any party under this Agreement shall entitle the other parties to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 10. RECOVERY OF COSTS AND FEES. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 11. TERM AND TERMINATION.

A. This Agreement shall commence upon the Effective Date and shall automatically terminate ten (10) days after the date of the Event, unless terminated earlier as provided herein.

B. The City or CRA may terminate the Agreement at any time for convenience upon giving thirty (30) days prior written notice to the Crowdly in accordance with Section 15 of this Agreement. If this Agreement is terminated by the City or CRA prior to the Second Disbursement as provided in Section 5 of this Agreement, Crowdly shall be entitled to reimbursement of all reasonable expenses incurred through the effective date of the termination, but Crowdly shall make reasonable efforts to cease all work
and cease incurring expenses upon receipt of notice of termination. Crowdly may only terminate the Agreement upon failure of the City or CRA to make timely payment to Crowdly as provided in Section 5 of this Agreement. Prior to any such termination by Crowdly, Crowdly shall give notice to the City or CRA of the reason for such notice of termination and the City or CRA shall have five (5) days to cure such failure to pay.

SECTION 12. INSURANCE.

A. Crowdly shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which, must include the following coverages and minimum limits of liability.

(i) Professional Liability Insurance in an amount not less than $1,000,000.

(ii) Worker’s Compensation Insurance for statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman’s and Harbor Worker’s Act, the Federal Employers’ Liability Act and the Jones Act. Employer’s Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars ($100,000.00) per accident. Crowdly shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(iii) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Crowdly in the performance of the Services with the following minimum limits of liability:

$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to any work being performed pursuant to this Agreement, Crowdly shall submit to the City and CRA copies of its required insurance coverages, specifically providing
that the City and CRA (defined to mean the City, CRA, their officers, agents, employees, volunteers, and representatives) are additional insureds with respect to the required coverages and the operations of Crowdly.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Crowdly shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. The City, CRA and Crowdly shall not continue with the services required by this Agreement unless all required insurance remains in full force and effect.

D. The City and CRA do not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Crowdly’s interest or liabilities, but are merely minimum requirements utilized by the City and CRA.

E. Insurance companies selected by Crowdly must be acceptable to the City and CRA. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City and CRA by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best’s Insurance Guide.

G. All required insurance policies shall preclude any underwriter’s rights of recovery or subrogation against the City or CRA with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Crowdly understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the City and CRA for payment or assessments in any form on any policy of insurance.

SECTION 13. EXCLUSIVITY. Crowdly agrees that during the term of this Agreement and for one (1) year following termination of the Agreement, it will not provide substantially similar Services to any other local governmental entity within one hundred (100) miles of the geographical center of the City.

SECTION 14. EXAMINATION OF RECORDS. Crowdly shall maintain books, records, documents and other evidences directly pertinent to performance of Services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, as of the date of execution of this Agreement. The City and CRA shall have access to such books, records, documents, and other evidence pertinent to Crowdly’s performance of Services under this Agreement for inspection, audit, and copying during normal business hours. Such books and records shall be kept for a period of not less than three (3) years after the completion of all Services to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon
such entries. Crowdly will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City and CRA.

**SECTION 15. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

**CITY:**
The Honorable Skip Campbell  
Mayor of the City of Coral Springs  
9551 W. Sample Road  
Coral Springs, Florida 33065

With copy to:  
**City Attorney**  
City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065  
Attention: John Hearn, Esq.

**CRA:**
City Manager  
City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065

With copy to:  
**CRA Legal Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Susan F. Delegal, Esq.

**CONTRACTOR:**  
CROWDLY, LLC  
Crowdly C/O Ned Pope  
500 E Kennedy Blvd. Suite 300  
Tampa, Florida 33602  
Attention: Elton Rivas

**SECTION 16. PUBLIC RECORDS.**

A. Crowdly shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the City and CRA to perform the Services or work set forth in this Agreement; and

2. Upon the request of the City’s or CRA’s custodian of public records, provide the City and CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that
does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Crowdly does not transfer the records to the City and CRA; and

4. Upon completion of the Agreement, transfer, at no cost to the City or CRA, all public records in possession of Crowdly or keep and maintain public records required by the City or CRA to perform the service or work provided for in this Agreement. If Crowdly transfers all public records to the City or CRA upon completion of the Agreement, Crowdly shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Crowdly keeps and maintains public records upon completion of the Agreement, Crowdly shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City and CRA, upon request from the City and CRA’s custodian of public records, in a format that is compatible with the information technology systems of the City and CRA.

B. Crowdly acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the City and CRA pursuant to Section 119.0701(3), Florida Statutes. If notified by the City or CRA of a public records request for records not in the possession of the City or CRA but in possession of Crowdly, Crowdly shall provide such records to the City or CRA or allow the records to be inspected or copied within a reasonable time. Crowdly acknowledges that should Crowdly fail to provide the public records to the CRA within a reasonable time, Crowdly may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. **IF CROWDLY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CROWDLY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CROWDLY MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AND CRA AT:**

**CITY CLERK**
**CITY OF CORAL SPRINGS**
**9551 WEST SAMPLE ROAD**
**CORAL SPRINGS, FLORIDA 33065**
**TELEPHONE: (954) 344-1065**
**EMAIL: clerks@coralsprings.org**
SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the City or CRA than against Crowdly. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the City or CRA, whose decision shall be final and binding upon all parties.

SECTION 18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 19. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by all of the parties hereto.

SECTION 20. ASSIGNMENT. The City, the CRA and Crowdly may not assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 21. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 22. CONFLICTS. In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Exhibits A, B, or C, then the terms and conditions of this Agreement shall control.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

CITY OF CORAL SPRINGS,
by and through its City Commission

By: __________________________
WALTER G. CAMPBELL, JR., Mayor

ATTEST:

________________________
DEBRA THOMAS, CMC City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: __________________________
JOHN J. HEARN, City Attorney
CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY

By: __________________________
    John M. Walsh, Chair

CROWDLY, LLC, a Florida limited liability company

By: __________________________
    Ned Pope
    Title: Program Director

Approved as to form and legal sufficiency

Susan F. Delegal
CRA Board Attorney

WITNESSES:

______________________________
[PRINT NAME OF WITNESS]

______________________________
[PRINT NAME OF WITNESS]
EXHIBIT A

STATEMENT OF WORK

The following line-items will be the responsibility of Crowdly and their team in relation to conducting the Event

Community Outreach
- Coordinate the community stakeholder committee that will drive recommendations for the structure and promotion of the festival
- Promote to the arts, entrepreneurial, and nonprofit communities in the South Florida region for creator recruitment in collaboration with the City
- Establish relationships with community partners who will assist in event promotion
- Recruit local dignitaries and community leaders as speakers panelists

Sponsors
- Manage the sponsorship acquisition and overall fundraising activities as outlined in the budget guidelines
- Develop all sponsorship materials for the festival in collaboration with the City
- Coordinate the outreach campaign to potential sponsors and conduct meetings with interested parties with support from the City
- Manage all sponsorship fulfillment activities, pre-festival, during the festival, and post-festival

Promotion
- Engage in PR and promotion campaign with the support of the City
- Develop theme and promotional materials for the festival in collaboration with the City
- Pursue earned media opportunities within the South Florida region

Event Plan and Management
- Manage all boots-on-the-ground staff/contractors activities
- Manage all event vendors
- Organize presentations and all logistics relating to creator showcases
- Organize Signage and Positioning
- Manage all Multimedia for the festival including photographers, videographers etc.

Technology
- Provide the Crowdly Platform for the Event
- Create an event website
## EXHIBIT B

### TIMELINE FOR PROJECT SPRINGBOARD 2018

<table>
<thead>
<tr>
<th>Task(s)</th>
<th>Crowdly Deliverables</th>
<th>Deliverable Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Review and Revisions</td>
<td>Provide draft contract, statement of work and other attachments.</td>
<td>Feb – Apr 2017</td>
</tr>
<tr>
<td>Form Event Committee</td>
<td>Recruit members for the committee and prepare meeting agendas.</td>
<td>May – June 2017</td>
</tr>
<tr>
<td>Brand Selection/Naming</td>
<td>Hire company to design event logo</td>
<td>May 2017</td>
</tr>
<tr>
<td>Sponsorship &amp; Fundraising</td>
<td>Create sponsorship packages and materials and contact and meet with potential sponsors.</td>
<td>May – Dec 2017 (ongoing)</td>
</tr>
<tr>
<td>Creator Pre-registration</td>
<td>Prior to the opening of pre-registration, create event website. Meet with potential creators (meet-ups, incubators, entrepreneurship events and more).</td>
<td>Jul – Aug 2017</td>
</tr>
<tr>
<td>Creator Registration &amp; Selection</td>
<td>Continue promoting pushing for creators to register and coordinate the creator selection process.</td>
<td>Sep – Dec 2017</td>
</tr>
<tr>
<td>Volunteer Recruitment &amp; Training</td>
<td>Coordinate and train event staff and volunteers.</td>
<td>Nov 2017 – Jan 2018</td>
</tr>
<tr>
<td>Attendee Registration Marketing Push</td>
<td>Contact media and other marketing avenues to promote event.</td>
<td>Nov 2017 – Jan 2018</td>
</tr>
<tr>
<td>Crowdfunding Event</td>
<td>Coordinate and manage the event.</td>
<td>Jan or Feb 2018</td>
</tr>
</tbody>
</table>

Note: The dates can change with the City and CRA approval.
**EXHIBIT C**

**BUDGET: INCOME AND EXPENSES**

**Income: $65,000 from City and CRA**

**Expenses:**
- Management Team (Recommended Hybrid Model) $28,348.95
- Legal, Accounting, & Professional Fees $3,910.20
- Rent, Parking & Office Expense $1,303.40
- Insurance $2,932.65
- Other Misc G&A Expense $1,303.40
  
  **Total Administrative Expense** $37,798.60

| Total Technology & Software Licensing | $7,820.40 |
| Event Infrastructure                  | $13,034.00 |
| communications, WiFi, Electricity, Security | |
| Police and Fire                       | $7,820 |
| **Total Core Activities (Part I)**    | **$20,854.00** |

**Total Expenses $66,473.00**

* The $1,473.00 that is not covered by the revenues from City and CRA would be covered from revenues from other sponsors. In addition to the $65,000 provided from the City and the CRA, the City could, but is under no obligation, provide additional in-kind service.

**Income: $80,000 from sponsors and other cash revenues**

**Expenses:**
- Event Production $20,854.40
- Food & Beverage $5,213.60
- Creator Education $1,955.10
- Other Misc Expenses $1,955.10
  
  **Total Core Activities (Part II)** $29,978.20

| Speaker Series                           | $2,606.80 |
| Headline Act/Entertainment Expense       | $2,606.80 |
| Merchandise                              | $1,955.10 |
| **Total Non-Core Expenses**              | **$7,168.70** |

| Creator Cash Awards                      | $10,000.00 |
| Total Selling                            | $4,562.00 |
| Total Advertising & Marketing (Print, Online, Radio, TV; Printing, PR, Social & Outreach) | $22,157.80 |

**Total Expenses** $73,866.70

Note: Significant changes to line items must be authorized by City and the CRA. The City and CRA revenues cannot be used to pay for creator cash awards. If more than $80,000 is raised from other sponsors, 20% commission goes to Crowdly and the remaining will be used at the discretion of the City and the CRA.

**Total Event Cost:** $140,339.70
### Examples of Other CRA Matching Grants

**April 24, 2017**

<table>
<thead>
<tr>
<th>Name of Grant Program</th>
<th>Description</th>
<th>Grant Amount</th>
<th>Eligible Expenses</th>
</tr>
</thead>
</table>
| City of Wauchula CRA Commercial Grant Program | The purpose is to restore and improve commercial buildings | 50% reimburse of project with a maximum of $7,500 | - Signs  
- Awnings/Canopies  
- Facades (includes work performed on the exterior storefront of a building such as cleaning masonry, painting, re-pointing or mortar joints, woodwork)  
- Walls, Fencing and Landscaping (includes work that removes and replaces or adds appropriate fencing and landscaping to hide incompatible uses or negative site elements)  
- Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards)  
- Reconstructing storefronts (raising parapet walls, installing new doors and windows, reconfiguring entryways)  
- Removing old wood, aluminum, or stucco cladding  
- Exposing boarded windows.  
- *Lighting (installing new storefront lighting and sign lighting) |
| City of Melbourne Downtown CRA Façade Improvement Program | The program is intended to improve aesthetics of building facades and it could be used for site improvements | The minimum project investment shall be $7,500.00. The maximum match percentage for properties in the south target area is 50%. In no event shall the maximum rebate exceed $20,000.00. Grants will be distributed in the form of a reimbursement, once construction is complete. | **Category 1 improvements – At least 50% of grant request must come from:**  
- Façade alteration and repair (structural and non-structural)  
- Restoration of historic signage  
- Restoration of historic building materials  
- Painting of the building  
- Awnings and shutters  
- Doors and windows  
- Siding, masonry or stucco facing (when it is compatible with the architecture of the building and does not destroy the buildings historic integrity)  
- *Lighting (when used to enhance the façade appearance)  
**Category 2 improvements – Remainder of grant request may come from:**  
- New signage  
- Landscaping  
- Paving improvements (non-maintenance related)  
- Public art  
- Roofing (may be considered only when it is integral to the architectural appearance of the building)  
- Professional architectural or engineering services (not to exceed 50% of the actual cost of the services, or $2,000 in total reimbursement) |
### Examples of Other CRA Matching Grants

**April 24, 2017**

<table>
<thead>
<tr>
<th>Name of Grant Program</th>
<th>Description</th>
<th>Grant Amount</th>
<th>Eligible Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Melbourne Downtown CRA Lighting Enhancement Program</td>
<td>Encourages building owners or businesses in the downtown retail core to make exterior lighting improvements in consideration of customer and pedestrian safety.</td>
<td>Maximum match: CRA will fund up to 90% of hard costs (materials and labor). Maximum grant award: 1-2 storefronts: $1,200 3+ storefronts: $2,000 After all the required documentation is submitted and staff verifies the work has been completed, staff will process a reimbursement against the purchase order.</td>
<td>-The lighting must illuminate pedestrian area located within the downtown retail core target area identified on the map. The project must clearly demonstrate that proposed exterior lighting it is adding an improved level of public safety by illuminating poorly lit locations that are heavily travelled by patrons of the business or pedestrians in the Downtown retail core, in general. Examples of eligible lighting projects are illumination improvements to: entranceways, sidewalks, alleyways, and parking areas.</td>
</tr>
<tr>
<td>City of Lake Worth CRA Commercial Façade Grant Program</td>
<td>Intended to improve the exteriors and storefronts of existing buildings and/or to assist with the opening of a new business</td>
<td>The Lake Worth CRA will provide up to 50% matching reimbursement. New businesses and buildings can apply for up to $25,000 in reimbursable grant funds. Existing building owners can apply for up to $10,000 in reimbursable grant funds.</td>
<td>-Landscape improvements (include a maintenance plan) -Parking improvements or installation of paver plan (paving is not eligible). -Exterior painting or wall stucco (stucco, brick or wood replacement or repair) -*Installation of new awnings, windows, signage, doors, or decorative outdoor street front lighting -Improvements to storefront/street-front portion of the property. -Security related improvements which include exterior security cameras and/or impact windows and doors. -Preference will be given to large scale comprehensive projects which include the improvement of multiple contiguous structures. Permit fees, design and connection fees, architectural and/or engineering costs are not eligible for reimbursement from this grant program. This program is not intended to fund projects that can be considered “routine maintenance”.</td>
</tr>
<tr>
<td>Escambia County CRA Commercial Sign Grant Program</td>
<td>For eligible business and/or property owners for signage improvements to commercial properties</td>
<td>Applicant must be able to provide 100% of project costs upfront. Applicant will be reimbursed 50% of total eligible project costs, up to $2,000, at project completion.</td>
<td>-Exterior Free Standing Sign (Permanent, Fixed Structure Only) -Exterior Wall Sign (Permanent, Fixed Structure Only)</td>
</tr>
</tbody>
</table>
### Examples of Other CRA Matching Grants

**April 24, 2017**

<table>
<thead>
<tr>
<th>Name of Grant Program</th>
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| **Escambia County CRA Commercial Facade, Landscape, and Infrastructure Grant Program** | For eligible facade, landscape and infrastructure improvements to commercial property located within the CRA | Applicant must be able to provide 100% of project costs upfront. Applicant will be reimbursed 50% of total eligible project costs, up to $10,000, at project completion | - Electrical Rewiring  
- *Exterior Lighting  
- Exterior Painting  
- Landscaping  
- Parking Improvements  
- Restoration of Architectural Features  
- Sanitary Sewer Connection  
- Fencing/Screening  
- Sprinkler Systems  
- ADA Handicap Building Access |
| **Boynton Beach CRA Commercial Façade Improvement Grant Program** | Designed to provide a financial incentive to help facilitate the exterior improvement of existing commercial properties within the CRA District. | Maximum Grant amounts: The CRA will provide, on a reimbursement basis, a 50% matching grant for eligible façade improvements up to a total of twenty five thousand dollars ($25,000) of CRA funds. | - Painting  
- Shutters  
- Awnings/ canopies  
- Decorative exterior façade improvements  
- Exterior doors and windows  
- Landscaping around building  
- Irrigation  
- Parking lot repaving, resealing, restriping  
- *Exterior lighting  
- Patio deck connecting to the building  
- Exterior wall repairs stucco, brick or wood repairs and replacement  
- ADA improvements  
- Signage  
- Fencing excluding chain link, barbed wire and wood panels  
- Demolition of structure and sodding of vacant property  
- Electric vehicle charging station  
- Solar electricity and water heating |
| **City on Winter Park CRA Business Façade Grant Program** | Adopted to improve the aesthetic appearance of buildings in the CRA area. | The CRA will match the Owner/Lessee up to fifty percent (50%) of the total cost of eligible improvements up to $20,000. Project cost must exceed $2,500 of eligible improvements to be considered for façade grant. | Rehabilitation of building facades visible to the street or public right-of-way, including:  
- Storefronts  
- Ledges  
- Gutters and downspouts  
- Signs and graphics  
- *Exterior lighting  
- Canopies and awnings  
- Painting and masonry work  
- Landscaping and irrigation  
- Fences  
- Seal coating, re-striping of parking lots and bike racks  

New construction may be considered on a case-by-case basis if the applicant is upgrading the current façade of a property. |
### Examples of Other CRA Matching Grants
**April 24, 2017**

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<td>City of St. Petersburg CRA Commercial Site Improvement Grant</td>
<td>To upgrade their building façades, landscaping, lighting, loading and service areas and other features of their sites visible from the public right-of-way.</td>
<td>An applicant may receive a one-for-one matching grant of up to $20,000.</td>
<td>- Exterior painting, re-siding, and/or cleaning - Masonry repairs - Removal of architecturally inappropriate or incompatible exterior finishes and materials - Restoration of significant architectural details or removal of materials that cover said architectural details - Landscaping, fencing and buffer walls - Installation or repair of exterior signage, including wall, window, hanging, and monument signs advertising the business name and identity - Awnings and canopies installation or repair - Doors and windows - Roof repairs that attach to a new or renovated façade - *Exterior lighting - Demolition of obsolete structures - Window and cornice flashing and repair</td>
</tr>
<tr>
<td>City of Delray Beach CRA Paint-Up &amp; Signage Program</td>
<td>To encourage existing building owners or tenants to improve the exterior of their buildings through a new coat of paint, and was later expanded to include signage.</td>
<td>Maximum award amount per project is 50% of exterior painting, pressure cleaning and signage costs, up to $5,000.</td>
<td>- Exterior painting and pressure cleaning (as prep-work for painting)</td>
</tr>
<tr>
<td>City of Delray Beach CRA Site Development Assistance Program</td>
<td>Encourages business and property owners to improve their existing business sites through exterior improvements and/or business expansion projects.</td>
<td>Funding is dispersed on a reimbursement basis only. Eligible projects may receive a reimbursement for 40% of their eligible project costs, up to a maximum grant award of $50,000.</td>
<td>- Landscaping and Irrigation - Exterior alterations and repairs, stucco, painting and other general façade improvements - Exterior Windows, Exterior Doors and Storefront Improvements - The installation and improvement of parking, driveways, and sidewalks - *Exterior lighting and related electrical work - Exterior Signage - Awnings and canopy features - Design, permitting and engineering fees</td>
</tr>
</tbody>
</table>